

**SOUTHEAST ELECTRICITY NETWORK COORDINATION CENTER
(SEleNe CC)**

and

**Security Coordination Centre SCC Ltd. Belgrade, Serbia
(scc)**

- the Employers -

**TENDER/CONTRACT DOCUMENTS
for
the project
“Regional Coordination Conference 2022”**

VOLUME II: CONTRACT

April, 2022

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INVITATION & INSTRUCTION FOR TENDERERS

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VOLUME II:

CONTRACT

CONTRACT

for the
Provision of Agency Services for technical realization of Regional Coordination Conference 2022

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Modification of the Agreement

Today, on, between the following contracting parties, hereinafter referred to as the "Parties":

1. the company "**Southeast Electricity Network Coordination Center S.A. CC**" headquartered in Stilponos Kiriakidi 29, Thessaloniki, Greece with a Tax Identification Number 801350177, legally represented for the signature of the present Contract by Mr. Ioannis Kampouris, CEO and President, (hereinafter referred to as "SEleNe") and

2. the company "**Security Coordination Centre SCC**" Ltd. Belgrade, headquartered in Vojvode Stepe 412, Belgrade, Serbia, with a Tax Identification Number 109027050, legally represented for the signature of the present Contract by Duško Tubić, director (hereinafter referred to as "SCC"), (jointly referred to as the "Clients") and

3. the company ".....", with the distinctive title, headquartered in, with a Tax Identification Number, legally represented for the signature of the present Contract by (hereinafter referred to as the "Contractor"),

have agreed upon, stipulated and mutually accepted without any reservation the following:

ARTICLE 1: Contract Components

1. The present Contract consists of the following Components which, signed by the Parties, form a complete whole of:
 - a. A Contract,
 - b. A Confidentiality Agreement,
 - c. The Tender Documents of Vol I of the Contractor.
2. It is expressly and mutually agreed between the contracting Parties that this Contract is the only proof of documentation that exists between the Parties for the services and that the entire documentations that has potentially been exchanged prior to signing it as well as any discussions and agreements, of any nature and description, performed orally or silently, yet not included herein, shall be deemed ineffective as regards to any legal effect whatsoever, that shall not bind the Parties nor will they be taken into account when it comes to interpreting the said terms of this Contract herein.
3. Any act or action on behalf of the Contractor, deemed as necessary for the completion of the services shall be in full accordance with the requirements and provisions of the present Contract, even if said act or action shall not be specifically stated herein.
4. It is also expressly and mutually agreed that the terms of the present Contract are all equally important and substantial and with that said, any potential modification of the Contract shall be performed only in written (Supplements, Orders of Amendment, etc.). Any violation of the terms hereof constitutes a ground for termination on behalf of the Clients.

ARTICLE 2: Scope of the Contract

With the present contract the Clients assign and the Contractor undertakes the obligation to provide agency services for the technical realization of the Regional Cooperation Conference 2022 ("Conference"). In detail, the Contractor will implement the Scope of the Contract in accordance with the Technical Description of the Vol I of the Tender Documentation, attached herein and constitutes an integral part of this Contract.

ARTICLE 3: Duration of the Contract

Without prejudice to Article 7,9 and 10 that retain their force after the termination of this Contract, the duration of the present Contract commences upon its signature and is terminated when the Certificate of Article 5 (2) (b) is issued.

ARTICLE 4: Fee

- 4.1 In case the services are provided by a Contractor headquartered in Greece or any other EU member state, the fee for the provided services, as described in Article 2 herein and the Contractor's Financial Proposal, is totaled to the amount of Euro plus VAT i.e. in total to the amount of Euro. The part of fee payable by SCC will exclude VAT, if applicable, and be paid in Euro.
- 4.2. In case the provision of the services is provided by a Contractor, headquartered in Serbia, the fee for the provided services, as described in Article 2 herein and the Contractor's Financial Proposal, is totaled to the amount of Euro. The part of fee payable by SEleNe will exclude VAT and be paid in Euro and the part of fee payable by SCC will be in RSD counter value at the moment of the payments.
- 4.3. SEleNe and SCC undertake each to pay to the Contractor one half of the total amount of the fee.
- 4.4. The fee includes all taxes as well as charges provided for by labor and insurance legislation and all required expenses for the provision of services.
- 4.5. The fee is fixed and not subject to adjustment as it comprises the full payment of all obligations of the Clients in relation to the scope of the Contract.
- 4.6. The fee is determined after the accurate calculation of the Contractor and having taken into account any possible obstacles that might arise during the execution of the present Contract.

ARTICLE 5: Payment Method

- 5.1. The payment of the fee to the Contractor will take place as following, provided that the required supporting documents have been duly submitted on time. SEleNe and SCC will each pay its part of the fee to the Contractor in both installments as follows:

- a) **Twenty percent (20%)** upon the signature of said Contract.
 - b) **Eighty percent (80%)** upon the duly provision of the full services, as described in the Technical Description of Vol I of Tender Documentation.
- 5.2. In order for the eighty percent (80%) of the total fee to be paid, the following are imperative:
- a) The Contractor's Invoices toward the Clients, one invoice to SEleNe and one to SCC. The Clients shall pay the fee within 30 days following receipt of such invoice,
 - b) Certification of services provided concerning the scope of the Contract in a satisfactory manner and in accordance with the terms of this Contract, provided by the Clients,
 - c) Insurance Clearance,
 - d) Tax Clearance,
 - e) any other supporting documents which may be requested by the competent authorities carrying out the verification and payment, at a time determined by the required administrative procedure for the issuance of the relevant financial orders,
 - f) Solemn Declaration of the Contractor's legal representative, in which it shall certify that the provisions of the labour and insurance legislation have been strictly complied with for the personnel of the Contractor employed as regards to the execution of the present Contract for the period of reference of the invoice.
- 5.3. The Parties mutually agree that the aforementioned fee is fair, reasonable and covers any claim relating to the performance of the subject matter of this Contract and includes all fees and expenses required for the provision of the services described in Article 2.

ARTICLE 6: License and Related Terms

- 6.1. SEleNe and SCC, each of them individually, is licensed to use the single, complete and final materials produced as a result of provision of services under this Contract i.e. Videos, Podcasts and Digital Projects in Greece, Serbia and abroad for any use in perpetuity without any additional remuneration or consent required from the Contractor.
- 6.2. The use of one or more images (frames) or extracts of the Video or excerpts of the Podcast (without said extracts be combined with any other visual or audio material), as well as any photographs during shooting of the Video shall not require timely written notification or approval by the Contractor.
- 6.3. As regards to the Video or Audio material, in case such request occurs on behalf of the Clients for the use /inclusion of said material in the produced result (such as indicatively archival material, music, footage of other productions, etc.) the liability for securing the relevant rights and any requirement regarding their use, lies with the Clients. Should the Contractor be provided by SEleNe and/or SCC with material with intellectual property rights of third parties to be used during the production of the aforementioned Video, the Contractor bears no responsibility whatsoever, with respect to this material.

ARTICLE 7: Contractor's Responsibility

- 7.1. The Contractor shall be responsible towards the Clients jointly and severally for the solid, complete, timely and compliant with all relevant terms and conditions of modern science and technology execution of the entire scope of the present Contract. The Contractor shall be liable to compensate any actual damage of the Clients, which is due to non-execution or improper execution or violation of any term of this Contract.
- 7.2. The Contractor shall execute its tasks in such a manner that the execution of any other tasks shall not be hindered, he shall cooperate successfully with the Clients or other Contractors of the latter and comply with the relevant instructions of [_____], who will be acting as the joint representative of the Clients for the purpose of monitoring the provision of services by the Contractor under this Contract (hereinafter referred as the "Representative").
- 7.3. The Contractor shall fully comply with the applicable Legislation, the present Contract as well as the written orders of the Representative on its execution. Amidst all, the Contractor shall be obliged to fully comply with the provisions of environmental, social security and labor legislation, as well as the health legislation, safety of employees and prevention of occupational risk.
- 7.4. The Contractor shall cover the expenses of the Clients, including court costs, as well as any amount obligated by the Clients (either jointly or individually) to submit to a third party for any cause due to the fault of the Contractor, the personnel he has assigned to for the execution of the object of the present Contract.
- 7.5. The Contractor shall be liable to the Clients (either jointly or individually) for any kind of damages or direct positive expenses incurred by them due to non-performance of his contractual obligations or resulting from defects of the scope of the Contract.

ARTICLE 8: Performance Guarantees

- 8.1. The Contractor deposits today to the a Performance Guarantee issued by for the amount of euro which corresponds to five percent (5%) of the fee.
- 8.2. In case that _____ activates Performance Guarantee, it undertakes to transfer without delay to _____ 50% of the sum collected by activation of the Performance Guarantee.
- 8.3. The letter of guarantee shall be returned to the Bank where it was originally issued at the request of the Contractor and provided that the following conditions are met:
- a) The Contractor has fully met all his contractual obligations.
 - b) The Clients have certified the intact and solid provision of the services of the present Contract, as per Article 5 (2)(b) of the present Contract.
 - c) There are no further requests pending on behalf of the

ARTICLE 9: Confidentiality – Intellectual Property

- 9.1. Except as provided herein and in the legislation in force from time to time, the Parties undertake not to disclose in any way to third parties, without the written consent of the other party, terms

hereof, as well as information obtained to them under the present (hereinafter the "Information") and to keep all Information confidential.

9.2. Furthermore, the Parties agree that, if necessary, the Contractor, in the context of the performance of its obligations under this Contract, may extend the circle of persons to whom the Information will accrue, but this cycle shall be limited to a minimum number of its qualified employees/associates, without whose cooperation it will not be possible to fulfil its above obligations. The Contractor is committed to ensure the confidentiality of the present and by these persons for whom it is also responsible for updates as to the confidentiality and non-exploitation of the Information.

9.3. The responsibility for the selection of the persons referred to in paragraph 9.2. carries the Contractor, which selects these persons.

9.4. The above obligations shall be incumbent on the Parties after the termination or in any way termination of the present.

9.5. The Parties, as independent controllers for the personal data that each of them processes in the context and for the purposes of this and its execution, declare that they comply and will comply in their entirety with all their obligations under EU and national legislation on the protection of personal data, in particular from the provisions of the General Data Protection Regulation (EU) 2016/679; as well as the relevant decisions, directives and regulatory acts of both the Hellenic Data Protection Authority, the European Data Protection Board, Serbian Commissioner for Personal Data Protection, etc.

ARTICLE 10: Applicable Law - Jurisdiction

10.1. In case the Conference will be held in Greece, it is expressly agreed that this Contract is governed by the Greek law and that the Courts of Thessaloniki shall hold exclusive jurisdiction to resolve any dispute arising from this Contract.

10.2. In case the Conference will be held in Serbia, it is expressly agreed that this Contract is governed by the Serbian law and that the Courts of Belgrade shall hold exclusive jurisdiction to resolve any dispute arising from this Contract.

ARTICLE 11: Entry into Force of the Contract

The present Contract shall enter into force upon the date of its signature.

The present Contract is signed in two originals, one of which is kept by the Company and the other by the Contractor.

THE CONTRACTING PARTIES

SEleNe

Contractor

.....

Signature

.....

Signature

SCC

.....

Signature

APPENDIX: Confidentiality Agreement

In today, on the between the parties:

1. the company "**Southeast Electricity Network Coordination Center S.A. CC**" headquartered in Stilponos Kiriakidi 29, Thessaloniki, Greece with a Tax Identification Number 801350177, legally represented for the signature of the present agreement by Mr. Ioannis Kampouris, CEO and President, (hereinafter referred to as "SEleNe") and
2. the company "**Security Coordination Centre SCC**" Ltd. Belgrade, headquartered in Vojvode Stepe 412, Belgrade, Serbia, with a Tax Identification Number 109027050, legally represented for the signature of the present agreement by Duško Tubić, director (hereinafter referred to as "SCC")
(jointly referred to as the "Clients") and

3. the company ".....", with the distinctive title, headquartered in with a Tax Identification Number, legally represented for the signature of the present agreement by (hereinafter referred to as the "Counterparty"),

have agreed upon, stipulated and mutually accepted without any reservation the following:

The Clients signed the Reg. no. Agreement (herein referred to as the "Agreement") with the Counterparty, with the scope of Provision of Agency Services for technical realization of Regional Coordination Conference 2022

The Counterparty hereby undertakes to maintain absolute confidentiality with respect to Confidential and Sensitive Information that has been or shall be provided by the Clients, as well as with regards to all relevant information to which the Counterparty shall be entitled to access due to the service the said Counterparty has undertaken under the provisions of the Contract.

Article 1

Definitions. Collaboration. Confidential Information

- 1.1. The term "Collaboration" includes the Contract between the Counterparty and the Clients, due to which this Confidentiality Agreement is signed. The term "Confidential Information" indicatively includes the Cooperation itself between the Clients and the Counterparty, as well as any commercially important information about the organization, services, financial structure, financial policy, partnerships and investments of Clients and/or their affiliated companies, transferred to the Counterparty in any way and in any tangible or non – tangible form, without necessarily bearing the indication "Confidential".
- 1.2. Also, the term "Confidential Information" refers to any information stated as confidential by the applicable stock exchange legislation, as well as and any information revealed to the Counterparty during the execution of the present Agreement and Collaboration described herein.
- 1.3. The term "Sensitive Information", declared to the Counterparty, indicatively includes any commercially sensitive information of third parties regarding the data and information of Participants in the Electricity Market (Producers, Suppliers, Merchants, Selected Customers) that come into the possession of the Clients in the performance of its purpose, the disclosure of which could, either directly or indirectly, distort free competition and unilaterally offer a commercial advantage in favour of one of the Participants, transferred to Counterparty in any way and in any form (written, electronic or oral) and without necessarily bearing the indication "Confidential" or "Secret".
- 1.4. Also, the term "Sensitive Information" refers to any information managed by the Clients in the context of its operation and concerns indicatively issues around the sectors of human resources, internal operation and management, regulatory adjustment (e.g. Compliance Program), corporate strategy and development (e.g. progress reports on business plans implementation/budget, performance reports of Company Units, minutes of Board meetings, etc.).

Article 2
Duration

The Counterparty's obligation of confidentiality extends, both during the term of this Agreement (upon the date of the Contract until the termination, regardless of the manner and cause, of the Collaboration between the Clients and the Counterparty), but also after the termination or expiration for any reason has occurred.

Article 3
Obligations of the Counterparty

- 3.1. In particular, the Counterparty undertakes the following obligations:
- a) under no circumstances should the Counterparty use the Confidential Information for any other purpose except for the subject of the undertaken project and the activities occurring under the Agreement.
 - b) under no circumstances should the Counterparty disclose the Confidential Information to other associates or to third parties except, unless considered to be necessary for proper execution of the undertaken service and only after the relevant written order and consent of the Clients.
 - c) under no circumstances should the Counterparty reproduce any form of the Confidential Information, nor to store it in electronic form, unless considered to be necessary for proper execution of the undertaken service assigned by the Clients. In case of disclosing information, partially or fully, such copies must be marked as "COPY" and a record of these shall be safe kept, which will be delivered after the expiration or termination of this Agreement.
 - d) to keep under safe conditions all pieces of Confidential Information, as well as any related object containing it.
 - e) to return, at any time, at the Clients' request, fully or partially the amount of the Confidential Information under the Counterparty's possession or to be able to present it to any natural or legal person indicated by the Clients.
 - f) during the execution of the Counterparty's duties and in all kinds of transactions or exchanges with third parties, the Counterparty shall not disclose or circulate in any form or manner, any piece of information that is under the possession of the Clients and shall maintain confidentiality with regard to Sensitive Information, through the adoption of appropriate measures of classification and management (access, safekeeping, handling and destruction) of information that is brought into the Counterpart's possession and attention and thus described as Internal Use, Confidential or Classified, as specified in the Information Classification Policy of the Clients, as applicable.
- 3.2. In the event of termination or expiration of the Collaboration between the Counterparty and the Clients, for any given reason or time requested by the Company, even before the fixed termination or expiration of the said Collaboration, shall be disclosed by the Company that violation of the terms herein on behalf of the Counterparty has occurred in any way, the Counterparty shall:

- a) immediately refrain from having access and use of the said Confidential and Sensitive Information;
 - b) immediately deliver to the Clients any items or documents including the said Confidential and Sensitive Information under the Counterparty's possession or, in case of violation of the terms herein, in the possession of third parties and
 - c) shall announce in written, a list of the names and addresses of the third parties to whom the Counterparty has disclosed the said Confidential and Sensitive Information, in accordance with the terms hereof, or in violation thereof.
- 3.3. It is expressly agreed that in case of termination or expiration of the Collaboration between the Counterparty with the Clients, the regulations of article 5.1. shall continue to be borne by the Counterparty after the termination of the present Collaboration.

Article 4

Breach of obligations – Liability of compensation

It is expressly agreed that in case of violation of the obligations undertaken herein, the Counterparty shall be liable for the compensation of any damage suffered by the Clients.

Article 5

Criminal Liability

In addition to contractual and statutory civil liability, the Counterparty also bears criminal liability, in accordance with the relevant legislative provisions for the protection of Professional and Industrial Secrecy, in particular article 371 of the Penal Code and the provisions of articles 16,17,18 of Law 146/1914 upon Unfair Competition, as well as the provisions of the stock exchange regulations upon preserving confidentiality and non-exploitation of confidential information and also of the applicable Serbian regulations governing business secret (including, without limitations, Article 240 of the Criminal Code).

Article 6

Prohibition of Assignment

Neither Party hereby assigns to the other any form of patent rights, inventions, patents, trade secrets, copyrights or any other industrial or intellectual property rights.

Article 7

Applicable Law – Jurisdiction

7.1. In case the Conference will be held in Greece, it is expressly agreed that this Agreement is governed by the Greek law and that the Courts of Thessaloniki shall hold exclusive jurisdiction to resolve any dispute arising from this Agreement.

7.2. In case the Conference will be held in Serbia, it is expressly agreed that this Agreement is governed by the Serbian law and that the Courts of Belgrade shall hold exclusive jurisdiction to resolve any dispute arising from this Agreement.

Article 8
Modification of the Agreement

8.1. Any modification of the terms and conditions of this Agreement shall be presented in written, agreed upon by the document itself as a component and excluding any other document as a constituent form and excluding any other means of proof including this oath.

8.2. After the parties have mutually concluded, agreed upon and accepted the above, the present Agreement was composed to verify and validate the said terms and conditions, which, after having been read and certified, is signed as follows and the Contracting Parties shall receive a copy of it.

THE CONTRACTING PARTIES

SEleNe

The Counterparty

SCC
