

**CONTRACT No. ....**

This Contract has been entered into on this ..... day of 2020 in Sofia by and between:

**1 “BULGARIAN RED CROSS” Association**, registered under Company Case File No. 24766/92 of the list of the Sofia City Court, having its registered seat and management address in Sofia, at 76, James Bouchier Blvd., VAT No. BG000703415, Bulstat Unified Identification Code (UIC): 000703415, represented its Director-General, Prof. Krasimir Giov, M.D., through Power of Attorney No. 17884/4.12.2019, hereinafter referred to as

ASSIGNOR, on the one part

**and**

**2. ....**, BULSTAT/UIC  
..... having its registered seat and management address in  
....., No. .... Blvd./Str.,  
represented by..... acting  
in the capacity of ..... , hereinafter referred  
to as **ASSIGNEE**, on the other part.

The Parties have agreed as follows:

**I. SUBJECT OF THE CONTRACT**

**Article 1.** The Assignor shall assign and the Assignee shall accept to deliver a “Unified System for Monitoring and Providing of the Teleassistance/Telecare Service”, in performance of “Innovative Community Care Models in Favour of People with Chronic Diseases and Permanent Disabilities” Project No. BGLD-1.001-0001, implemented with the support of the Financial Mechanism of the European Economic Area 2014-2021 under the “Local Development, Poverty Reduction and Improved Inclusion of Vulnerable Groups” Programme, and in connection with Public Procurement Procedure pursuant to Council of Ministers Decree 118/2014.

**II. TERM AND PLACE OF PERFORMANCE OF THE CONTRACT**

**Article 2.** Term of the Contract: ..... calendar days (pursuant to the Assignee's tender) as of the date of conclusion.

**Article 3.** Place of delivery:

1. Vratsa Control and Communication Centre,  
address: Dabnika Residential Complex, block 34, ground floor
2. Vratsa Home Care Centre,  
address: 21, Georgi Benkovski Str.
3. Krivodol Home Care Centre,  
address: 1, Osvobozhdenie Str.

4. Oryahovo Home Care Centre,  
address: 2, Hristo Smirnenski Str.
5. Byala Slatina Home Care Centre,  
address: 8, Lyuben Karavelov Str.
6. Vidin Home Care Centre,  
address: 4, Knyaz Boris I Str., ground floor
7. Belogradchik Home Care Centre,  
address: 5, Aleko Konstantinov Str., floor 1. Business Incubator Building
8. Montana Home Care Centre, address:  
44, 22nd September Str.

### III. REMUNERATION

**Article 4.** The remuneration due to the Assignee shall be BGN ...  
(in words:.....) excluding VAT, or BGN .....  
(in words: ..... ) including VAT, according to the Assignee's tender.

**Article 5.** (1) The remuneration shall be paid to the Assignee as follows:

5.1.1 Advance payment of 20%, within 20 (twenty) working days after the contract is signed;

5.1.2 Final payment of 80%, within 10 (ten) working days after the signing of the final Acceptance Protocol for the delivery, upon submission of an original invoice by the Assignee, at the bank account indicated by the Assignee, namely:

Bank: .....

IBAN: .....

BIC: .....

(2) The Assignee shall indicate the number and the name of the project under which this Contract is being implemented in the invoice, namely: "The cost is under 'Innovative Community Care Models in Favour of People with Chronic Diseases and Permanent Disabilities' Project No. BGLD-1.001-0001".

(3) In the event of delayed, poor or non-compliant with the requirements of the Assignor performance of the Assignee's obligations, the Assignee shall be liable for reimbursement of the amount received.

**Article 6.** The amount of the Contract referred to in Article 4 is final and includes all costs at the Assignee's expense.

## IV.

**RIGHTS AND OBLIGATIONS OF THE ASSIGNEE**

**Article 7.** The Assignee shall make the delivery under Article 1 of this Contract with high quality and in a timely manner, in accordance with the terms and conditions laid down in the Assignor's Terms of Reference and the Assignee's tender.

**Article 8.** The contractor shall be entitled to the remuneration agreed under Article 4.

**Article 9.** The Assignor shall be entitled to any information relating to the quality performance of the tasks assigned.

**Article 10.** The Assignee shall perform the Contract with due care, subject to the principles of economy, efficiency, effectiveness, publicity and transparency, in accordance with best practices in the field concerned and with the terms and conditions of this Contract.

**Article 11.** (1) The Assignee shall not disclose in any way the information made known to the Assignee in connection with and on occasion of the performance of this Contract.

(2) Any information which becomes available to the Assignee in connection with this Contract shall be considered strictly confidential. The Assignee may not provide such information to any third party without prior written approval by the BRC.

(3) The Assignee shall observe BRC's private data confidentiality, processing and storage policies in case the Assignee collects, receives, uses, transfers or stores any personal data in relation to the performance of this Contract.

(4) Such obligations shall also remain in force after the expiry or termination of this Contract.

**Article 12.** (1) The Assignee declares, commits and ensures that both the Assignee and the Assignee's personnel at all levels, managers, partners, subcontractors and assistants (hereinafter collectively referred to as "Personnel") are aware of and at all times fully comply with the anti-corruption and anti-bribery legislation in force.

(2) The Assignee shall undertake not to carry out, directly or indirectly, any acts which might lead to violation of the said legislation and shall promptly notify the Assignor upon the Assignee or the Assignee's Personnel becoming aware of such infringements.

(3) Furthermore, the Assignee declares, commits and ensures that no conflict of interest concerning the conclusion of this Contract has arisen, either for the Assignee or for the Assignee's Personnel. The Assignee shall take all necessary measures to avoid a conflict of interest and to promptly notify the Assignor about any circumstance causing or likely to cause such a conflict.

**Article 13.** The Assignee shall comply with the visual identity, information and publicity requirements in accordance with the applicable rules on information and publicity laid down in the Communication and Design Manual of the EEA and Norway Grants 2014-2021.

**Article 14.** The Assignee shall allow the Financing Institution's bodies to carry out verifications by examination of the Assignee's records or by on-the-spot inspections of the performance of the Contract and to carry out a full audit, if necessary, on the basis of documents supporting what has been reported, accounting documents and any other documents. The Assignee shall allow the Responsible Authority, the national Auditing authorities, the European Commission, the European Anti-Fraud Office, the European Court of Auditors, the Coordination Council for fight against infringements affecting European Union financial interests, Bulgarian and external auditors to carry out on-the-spot inspections on the implementation of the Project and carry out a full audit, if necessary, on the basis of documents supporting what has been reported, accounting documents and any other documents relevant to the financing of the project within the framework of the implementation of this Contract.

The Assignee is subject to all types of verifications and control by the Programme Operator (PO), the National Focal Point, the “EU Funds Audit” Executive Agency, the Financial Mechanism Committee (FMC), the EFTA Board of Auditors, and external audit firms hired by the FMC, the Financial Mechanism Office, the PO, etc. Ex post controls may be carried out within 5 years of approval of the final project report, as well as until completion of any administrative, investigative or judicial proceedings.

**Article 15.** The entire contractual documentation shall be kept by the Assignee either in the form of originals or in true-to-the-original certified versions, on commonly accepted data media. Storage shall be carried out in accordance with the requirements of the Accounting Act. The Assignee shall keep all documents relating to the performance of the Contract for a period of five years as of the date of approval of the final project report.

**Article 16.** Upon the competent authority finding any irregularity and/or in case a financial correction is imposed following an act or omission on part of the Assignee, the Assignee shall pay a penalty up to the amount of the irregularity/correction.

## V. RIGHTS AND OBLIGATIONS OF THE ASSIGNOR

**Article 17.** The Assignor may be delivered the subject of the Contract within the terms specified in the Contract, without deviation from what has been agreed and without any defects.

**Article 18.** The Assignor may exercise ongoing monitoring over the performance of the Contract. The Assignor shall provide the Assignee with the assistance necessary to carry out the work referred to in Article 1.

**Article 19.** The Assignor shall pay the remuneration agreed to the Assignee.

## VI. DELIVERY AND AFTER-SALE SUPPORT of the “Unified System for Monitoring and Providing of the Teleassistance/Telecare Service”

**Article 20.** The Unified System for Monitoring and Provision of Teleassistance/Telecare, subject of this Contract, shall be delivered by ..... (according to the Assignee's tender), as of the date of conclusion of this Contract.

**Article 21.** Ownership of the delivery shall pass to the Assignor upon full payment of the price referred to in Articles 4 and 5 and after the final Acceptance Protocol is signed. All copyright and neighbouring rights on the Unified System for Monitoring and Providing of the Teleassistance/Telecare Service shall arise for the Assignor in full without restrictions in its use and modification and the System is a work created by order of the Assignor according to Art. 42, Para. 1 of the Copyright and Neighbouring Rights Act.

**Article 22.** All risks up to the time of delivery shall be borne by the Assignee. The Contract shall be deemed executed after the signature of the final Acceptance Protocol.

**Article 23.** (1) The Assignee's obligations for after-sale support shall include:

23.1.1. Warranty period (warranty support) of the Unified System for Monitoring and Providing of the Teleassistance/Telecare Service – ... months.

(as indicated in the Assignee's tender) as of the date of signature of the final Acceptance Protocol for the delivery of the equipment.

23.1.2. Response time during the warranty period (in case of an event that makes it difficult and/or impossible up-to-date data to be maintained in the database)  
 ..... (as indicated in the Assignee's tender).

23.1.3. Response time during the warranty period (in case of an event which makes it impossible for users to access and/or use the system) ..... (as indicated in the Assignee's tender).

23.1.4. Response time during the warranty period (in case of an event which puts the information infrastructure of the Assignor at risk) .... (as indicated in the Assignee's tender).

23.1.5. Time to remedy the fault during the warranty period, including replacement of personal devices collecting vital parameters (sensors) ..... (as indicated in the Assignee's tender).

23.1.6. The transfer of data from the personal devices for collection of vital parameters (sensors), installed in the homes of the users, to the server of the System shall be carried out according to a schematic solution proposed by the Assignor, valid for the entire warranty support period. All costs in this regard, incl. the costs for the data transfer (Internet subscription fees and/or other costs according to the solution proposed by the Assignor) over the entire period after conclusion of the Contract until 17.05.2023 for all 500 users shall arise simultaneously at the expense of the Assignee.

23.1.7. The Assignor shall promptly notify the Assignee, if a technical problem arises, within the period specified in 23.1.1. The warranty period shall be suspended from the occurrence of the failure until it has been rectified.

## **VII. PENALTIES**

**Article 24.** In the event the Assignee fails to fulfil the Assignee's obligations under Items 23.1.1, 23.1.2, 23.1.3, 23.1.4, 23.1.5 and 23.1.6 the Assignee shall pay a penalty of 100 % of the value of the present Contract.

## **VIII. PERFORMANCE BOND**

**Article 25.** The Assignee shall, no later than the date of conclusion of the Contract, present a security for the amount of BGN ..... ex. VAT, or 3 (three) per cent of its total Contract value.

**Article 26.** The security shall be in the form of an amount paid into the account of the Assignor as follows:

**BULGARIAN RED CROSS ASSOCIATION**

Bank: UniCredit Bulbank

IBAN: BG21UNCR76301000030286

BIC: UNCRBGSF

or an unconditional and irrevocable performance bond, in original form, issued by a bank for the benefit of the Assignor. Upon presentation of the performance bond, it shall be valid for 30 days after expiry of this Contract (final full completion of the Contract).

**Article 27.** The performance bond shall be released in full within 30 (thirty) days after expiry of the Contract, if the performance has been accurate, of high quality and in accordance with the requirements of the Assignor. The Assignor shall release the performance bond without owing interest for the period during which the funds were legally at the account of the Assignor.

**Article 28.** In the event of delayed, low quality, partial or poor performance, the Assignor may enforce the bond up to the amount of the penalty agreed between the parties.

**Article 29.** The performance bond shall not be released by the Assignor, if a dispute has arisen in the course of performance of the Contract between the parties concerning the failure of the Assignee to meet the Assignee's obligations and the matter has been brought before a court.

**Article 30.** The Assignor shall release the bond, without accruing interest, upon termination of the Contract after settlement of all financial claims between the parties.

**Article 31.** The servicing of the performance bond, fees and other payments thereon, bank transfers, commissions as well as the maintenance of the performance bond for the entire validity period shall be at the expense of the Assignee. The bank charges for the performance bond shall be borne by the participant designated as Assignee, who shall be obliged to pay the Assignee's performance bond issuance and servicing fees to the bank so that the amount of the performance bond is not less than the one set in this procedure.

## IX. COMMUNICATIONS

**Article 32. (1)** All communication and correspondence between the Assignor and the Assignee relating to this Contract shall contain the name and number of the Contract and be sent by post, fax, e-mail or courier. The correspondence shall be written in Bulgarian in two original counterparts, one for Assignor and one for Assignee.

**(2)** Communication contact persons:

- For the Assignor: (full name, position, telephone, e-mail, correspondence address)

.....

- For the Assignee: (full name, position, telephone, e-mail, correspondence address)

.....

## X. MISCELLANEOUS

**Article 33.** This Contract shall be terminated with the expiry of the period under Article 2 or upon completion of the work assigned, as well as by one month's written notice by either of the parties to the Contract.

**Article 34.** The parties to this Contract may modify and/or supplement it by mutual written agreement.

**Article 35.** Any dispute arising out of the implementation of this Contract shall be settled by the parties by agreement and, where this proves impossible, through the ordinary procedure under the civil law.



**Article 36.** The Assignee may use the official logo and name of the BRC only in relation to the delivery subject to this Contract and with the prior written approval by the BRC.

**Article 37.** The Assignee shall fulfil the following in relation to the implementation and application of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the “General Data Protection Regulation”):

- (1) Comply with all statutory rules and procedures regarding the protection, collection, storage, transfer and processing of personal data;
- (2) Not copy or reproduce any personal data without the express written permission of the Assignor.
- (3) Promptly inform the Assignor in writing upon becoming aware of on unauthorized use or dissemination of personal data.
- (4) Promptly notify the Assignor in writing, if in the opinion of the Assignee certain directions or instructions of the Assignor violate any applicable personal data protection laws.
- (5) Comply with all applicable personal data protection laws, regulations and rules when collecting, using, storing, transferring and processing personal data.

The Assignee shall be obliged to lawfully collect and process the personal data provided by the Assignor or by third parties in relation to the implementation of this Contract in compliance with the General Data Protection Regulation and all personal data protection laws and rules applicable in the Republic of Bulgaria. Furthermore, the Assignee shall take the organizational and technical measures for the protection of personal data provided for under the General Data Protection Regulation and in the applicable laws.

**Article 38.** In the event of non-compliance with the obligations set out in Article 37, Paragraphs 1 to 5 and in the event of a breach of the provisions and rules of the General Data Protection Regulation and the applicable personal data protection laws the Assignee's liability shall be unlimited.

**Article 39.** By signing this Contract, the Assignee represents that the Assignee is familiar with and accepts to fulfil all requirements and regulatory documents and the resulting arrangements for implementing contracts under the Financial Mechanism of the European Economic Area 2014-2021 under the “Local Development, Poverty Reduction and Improved Inclusion of Vulnerable Groups” Programme in view of the fact that it will be implemented within the framework of the “Innovative Community Care Models in Favour of People with Chronic Diseases and Permanent Disabilities Project” No. BGLD-1.001-0001, which is carried out with the support of the Financial Mechanism of the European Economic Area 2014-2021 under the “Local Development, Poverty Reduction and Improved Inclusion of Vulnerable Groups” Programme.

**Article 40.** The provisions of the Bulgarian legislation in force shall apply for any outstanding issues.

**Article 41.** Appendices

1. Terms of Reference
2. The Assignee's Tender and its Appendices.

This Contract has been drawn up in two uniform counterparts, one for each of the parties hereunder.

**ASSIGNOR:**

**Prof. Krasimir Gigov, M.D. ....**  
 Power of Attorney Reg. No. 17884/4.12.2019

**ASSIGNEE:**