

CONTRACT FOR DESIGN SERVICES

No. /

According to Law 98/2016 amended by GEO 107/2017 and according to Government Decision 395/2016 concerning public procurement, this design services contract has been concluded between:

1. Contracting Parties

”Elie Wiesel” National Institute for the Study of the Holocaust in Romania, headquartered in Bucharest, 89 Dacia Bd, 2nd District , legally represented by Alexandru Florian –general manager, fiscal code 18098352, Treasury account RO97TREZ70520G365000XXXX opened at the Treasury of 2nd District, as **Acquirer**

And

..... with the registered office in
....., no., Street,County,
telephone / fax:, VAT no., account opened with the Treasury
..... account for good guarantee execution
..... represented by, as Provider,

- the Provider shall indicate as follows:
- if it is about association - entire association
- for sub-contracting - nomination for sub-contractors
- of firm commitment - commitment/commitments presentation

have concluded this contract.

2. Definitions

In this contract the following terms shall mean:

- a) Contract – this contract, and any annexes and additions thereto;
- b) Acquirer and Service Provider – the contracting parties, as they are named in this contract;
- c) Contract Price – the price payable to the Service Provider by the Acquirer under the contract for the full and proper performance of all obligations undertaken under the contract;
- d) Services – activities whose performance is the subject of the contract;

- e) Products – the equipment, machines, tools, spare parts and any other goods included in this contract and which the Service Provider is obliged to provide in connection with the services rendered under the contract;
- f) Force Majeure – an event beyond the control of the parties, not due to their fault or guilt, which could not have been foreseen upon concluding the contract and which renders impossible the execution and fulfilment of the contract; such events are: wars, revolutions, fires, floods or any other natural disasters, restrictions following quarantine, embargo, this listing is not exhaustive, but declarative. It is not considered force majeure an event similar to those above which, without creating an impossibility of execution, makes the fulfilment of the obligations of one party extremely expensive;
- g) Day – calendar day; Year – 365 days.

3. Interpretation

3.1. In this contract, unless stated otherwise, the singular form of words shall include their plural form and vice versa, where the context so allows.

3.2. The term „day” or „days” or any reference to days represents calendar days, unless specified differently.

4. Object of the Contract

4.1. The Service Provider undertakes to prepare the documentations for the „Interior Design Project of National Museum of the History of Romanian Jewry and the Holocaust: design of the permanent exhibition and of adjacent areas”.

4.2. The Service Provider undertakes to prepare and submit to the Acquirer within 365 days of signing this Contract the following documents:

- The documentation for the Urbanism Certificate;
- Technical Project (P.T.) + The Project for Construction Authorization (PAC) + Technical Documentation for Execution Organization (DTEO).;
- Execution Details (D.E.);

4.3. The documentation shall be prepared in accordance with the provisions of the Government Decision no. 907 of 29.11.2016 on the preparation phases and framework - content of the technical - economic documentation related to the investment objectives / projects financed from public funds.

4.4. The documentation will be checked at all the necessary requirements. The designer undertakes to hand over the design documentation with the design verification visa / stamp to all requirements, according to the project.

4.5. The projects will be delivered to the beneficiary checked by certified verifiers, under the law.

4.6. The designer undertakes to provide technical assistance throughout the project implementation until the completion of the work.

5. Contract price and methods of payment

5.1. The price for fulfilling the Contract is FERM and UNCHANGEABLE, payable to the Service Provider by the Acquirer, according to the form of final offer.

5.2. According to the proposal of the financial offer, the contract price amounts to lei (RON), plus lei VAT.

5.3. The Acquirer undertakes to pay the price of the services to the Provider as agreed in the present contract, after the reception of the services.

5.4. The payment shall be made by the acquirer for the delivered and receipt services, in lei, no later than 30 days after the receipt and acceptance of the invoices for the services delivered and receipt by the acquirer, according to the law.

5.5. The Acquirer undertakes to pay on stages, according to a schedule of works:

Services	Duration as stated by the tenderer (calendar days)	Amount tendered (RON VAT excluded)
Completed design services		
Documentation for obtaining the Urbanism Certificate		
P.A.C + P.T. + D.T.O.E.		
D.E.		
Technical Support		

6. Duration of contract

6.1. The duration of this contract is 365 days from its signing date.

6.2. This contract ceases to have effect on the date of completion and acceptance by the Acquirer of the documentations provided for in this contract.

7. Applicability

The Contract for the provision of services shall enter into force on its signing date..... by the Acquirer and the Service Provider.

8. Documents of contract

The documents of this contract are:

- a) Financial proposal;
- b) Technical proposal;
- b) Specifications;
- d) Good performance guarantee, if applicable;
- e) Association contract, if applicable
- f) Subcontracting contract, if applicable
- j) Other documents, (if applicable)

9. Standards

The services provided under contract must comply with the standards set forth by the provider in its technical proposal and the relevant international and national standards.

10. Public character of the contract

10.1. The public procurement file is a public document.

10.2. The access to this information may be restricted if these are classified with the parties' agreement or protected by an intellectual property right according to the law.

10.3. If the confidentiality of certain clauses has been mentioned, a contracting party shall not be entitled to make known that provision without the written consent of the other party, with two exceptions:

- the contracting party had known the information before he received it from the other party or
- the contracting party was legally forced to reveal the information.

11. Intellectual Property Rights

11.1. The Provider has the obligation to indemnify the Acquirer against any:

- Related damages, costs, charges and expenses of any kind, except where such an infringement results from the compliance with the specifications made by the Acquirer.

11.2. All property and use rights on the documentation to be made by the provider under this contract are transferred to the acquirer once with the acceptance and payment thereof;

11.3. The acquirer undertakes to comply with the moral rights of the provider as related to the documentation drafted and submitted by him.

12. Responsibilities

12.1. Main responsibilities of the Provider

(1) The Provider has the obligation to provide the services contracted with professionalism and diligence due to the commitment undertaken and according to its technical proposal and specifications.

(2) The Provider is fully responsible for the performance of the services in accordance with the agreed schedule. At the same time, it is in charge both for the safety of all operations and methods used, and for the qualification of the personnel used for the duration of the contract.

(3) The Provider has the obligation to supervise the provision of services, to provide human resources, materials, installations and equipment or other similar means, either temporary or definitive, required by and for the contract, to the extent their need is provided in the contract or may be inferred reasonably from the contract.

(4) The provider undertakes to obtain on behalf of the beneficiary and attach to the prepared documents all necessary approvals and agreements for the achievement of the design phases that make the object of this contract. The price of the approvals shall be covered by the beneficiary based on supporting documents.

(5) Any omission or mistake related to the lists of quantities of the technical project or technical specifications provided for in the specifications, shall be proven during the execution proved to be necessary for the finalization of the investment, shall be covered by the designer within the limit of the determined value quantum. The amount covered by the designer aims at bringing the project at a form that can be implemented, clarifications, re-designs, etc. and the value of the additional works related to the initial project that have to be made by the provider. For the purposes of recovering these amounts, the acquirer will have the performance bond of the contract, and where it is not plentiful and the designer does not pay in good faith the amounts due, this contract represents the legal basis for the beginning of the enforcement proceedings of the designer for these amounts. In this regard, it is necessary one notification from the acquirer for the payment of the amount, and if the

designer does not respond within 5 working days, the acquirer is entitled to use any legal means to recover these amounts.

(6) The provider has the obligation to conclude and keep in force an insurance policy with full compensation for an insured amount which will not be less than _____, insurance that will cover both the performance period of this contract and any periods for the extension of the benefits, to cover the risks referred to in art. (5). The insurance policy will be presented after signing the contract. The proof of the payment of the insurance premiums is presented whenever the acquirer so requests. The provider has the obligation to keep valid the insurance for the entire period of the contract. The absence of evidence required / end of the validity period of the policy may result in the suspension of the payments made by the **acquirer**.

12.2. Main responsibilities of the Acquirer

(1) The Acquirer undertakes to receive the services rendered within the agreed term, through its legal representatives, expressly authorized to be responsible for the execution of this contract. The Acquirer undertakes to receive the technical and economical documentations in all design phases, in terms of updating the project.

(2) The Acquirer undertakes to pay the price of the services to the Service Provider under the terms and conditions established hereunder.

(3) The Acquirer undertakes to put at disposal of the Service Provider any facilities and/or information that the latter requested in the technical proposal and deems necessary for fulfilling the contract.

13. Penalties for culpable failure to fulfil obligations

13.1. In the event that, due to his exclusive fault, the Service Provider fails to fulfil its obligations under the contract, the Acquirer will apply penalties to the Service Provider, in the amount equivalent to 0.15% per day of the remaining value of the services to be performed. Delay penalties are calculated on calendar days, until the actual fulfilment of the obligations assumed.

13.2. If the Acquirer does not pay the invoiced accepted for payment within 28 days of expiry of the agreed period, then it is required to pay as penalties an amount equivalent to 0.15% per day of delay out of the amount of the accepted and unpaid invoice, until complete fulfilment of the obligations.

13.3. Failure to comply with the obligations assumed under this contract by either party, culpably and repeatedly, entitles the injured party to consider the contract as terminated by right and to claim payment of damages.

13.4. The Acquirer reserves its right to terminate the contract anytime through a written notification addressed to the Service Provider, without any compensation, if the latter goes bankrupt, provided that this cancellation does not prejudice or affect the right of action or

compensation for the Service Provider. In this case, the Service Provider is entitled to claim payment only for that part of the contract fulfilled until the unilateral termination of the contract by the Acquirer.

14. Contract Performance Guarantee

14.1. The Service Provider undertakes to constitute the contract performance guarantee representing 10 % of the contract value, i.e. the amount of lei (RON). The performance guarantee related to the technical project will have a validity period comprised between the signing date of this contract and the conclusion date of the project's certificate of acceptance.

14.2. The performance bond may be formed by: guarantee instrument, bank transfer or successive withholdings of the amounts due for partial invoices. If the guarantee will be set up through warranty instrument, it becomes annex to the contract, and if the security will be set by successive withholdings from the invoices submitted for payment, the contractor is required to open an account available to the contracting authority, treasury, and the initial amount to be deposited by the contractor in the opened account is 0.5% of the service contract price, VAT included.

14.3. The Acquirer is entitled to make claims on the performance guarantee within the limit of the inflicted prejudice, if the Service Provider does not execute his obligations assumed under this contract or if he executes them with delay or improperly. Prior to issuing a claim on the performance bond, the contracting authority has the obligation to notify the claim, both to the contractor and to the issuer of the guarantee document, mentioning the obligations which were not complied with, as well as the calculation of the prejudice. In the case of performance bond, partially or totally, the contractor has the obligation to complete the guarantee as related to the remainder work to perform.

14.4. The performance guarantee will be issued within 14 days of signing the certificate of acceptance of the work, if the contracting authority raised no claim on it until that date, under the law.

15. Reception and checks

15.1. The Acquirer is entitled to check the performance manner of the services to establish their compliance with the requirements of the technical proposal and design theme.

15.2. Checks will be carried out in accordance with the provisions of this contract. The Acquirer is obliged to notify the Service Provider in writing about the identity of its representatives authorized for this purpose.

16. Start, completion, delays, cessation

16.1. The Service Provider is bound to start providing the services only after signing this contract and in the shortest time possible after the receipt of the order to start the contract and all necessary documents for their activities.

16.2. If the Provider suffers from delays and / or incurs additional costs exclusively due to the Acquirer, the parties shall mutually agree: to extend the period of service provision, and the total related expenditures, granted according to the legal provisions, where appropriate, which will be added to the contract price.

16.3. Services rendered under this contract or, if applicable, any of their phases that is planned to be completed within a period specified in the performance schedule should be completed within the term agreed by the parties, term that is calculated from the commencement date of service provision.

16.4. In case of:

- a) any reasons for delay that are not due to the Service Provider; or
- b) other unusual circumstances, likely to arise other than by breach of contract by the Service Provider, entitle the Service Provider to request the extension of the service provision period or any phase thereof,

then the parties will mutually review the period of performance and will sign an addendum.

16.5. If, throughout the contract execution the Service Provider does not comply with the performance schedule, it shall notify the Acquirer about this issue in due time. Changing the date/performance periods undertaken in the performance schedule is done by parties' agreement, through an addendum, only if no fault of the Service Provider is found.

17. Update of the contract price

17.1. For the services rendered, the payments due by the Acquirer to the Provider are those declared in the financial proposal.

17.2. The contract price is not updated, as the prices are firm.

18. Amendments

The contracting parties are entitled that during the performance of the contract, to agree on the amendment of the contract clauses by addendum in case of occurrence of situations which could not be provided for upon the conclusion of the contract and which do not substantially change it, under the conditions provided for by the law.

19. Subcontractors

19.1. (1) The contractor must conclude contracts with the appointed subcontractors, in the same conditions as it signed the contract with the buyer. The activities incumbent, as well as the amounts for the performance are included in the public procurement contract.

19.1.(2) The acquirer may make payments adequate to the party / parties of the contract fulfilled by the subcontractors proposed in the tender, if upon the conclusion of the public procurement contract or upon their introduction in the contract, they ask for the services provided to the contractor according to the contract between the contractor and the subcontractor.

19.1.(3) The acquirer shall make the payments directly to the subcontractors approved only when their performance is confirmed by documents agreed by all three parties, namely the acquirer, provider and subcontractor or by the acquirer and subcontractor when, unjustifiable, the provider blocks the confirmation of fulfillment of the obligations undertaken by the subcontractor.

19.1.(4) The provisions of par. (1) - (3) shall not affect the provider's responsibility regarding the fulfillment of the public procurement contract.

19.2. (1) The Service Provider has the obligation to present on conclusion of this contract all contracts concluded with the nominated subcontractors.

19.2. (2) The list of subcontractors including their recognition data, as well as the contracts concluded with them become annexes hereto.

19.3.(1) The Service Provider is fully liable towards the Acquirer for the manner of fulfilling the contract.

19.3.(2) The subcontractor is fully liable towards the Service Provider for the manner in which he fulfils its part of the contract.

19.3.(3) The Service Provider is entitled to claim damages from subcontractors, if they do not fulfil their part of the contract.

19.4.(1) The Provider may change any subcontractor only if it has not fulfilled its part of the contract. Changing the subcontractor does not change the value related to outsourced activities, which will be at the most equal with the value declared in the offer as being subcontracted and this shall be made only with the preliminary agreement of the Acquirer.

19.4.(2) The changed subcontractors are required to submit an affidavit by which they undertake to comply with the provisions of the specifications and technical proposal filed by the contractor in the offer, related to the activity subject to subcontracting.

19.4.(3) The subcontracting contracts and declarations shall be submitted at least 15 days before the commencement of the services by the new subcontractors.

19.4.(4) The new subcontractors are required to send certificates and other documents necessary for checking the absence of some exclusion situations and the resources / capabilities corresponding to the parties involved in the public procurement contract

20. Assignment of receivables

20.1. A public procurement contract allows only the assignment of receivables arising from the contract, except for the assignments provided for in the contract and legislative instruments in force.

20.2. The Acquirer may pursue any claim to damages that the contractor may have against the third party/third parties supporter/supporters declared for the failure to comply with the obligations undertaken by firm commitment. For this purpose, one can achieve an assignment of provider's rights to the acquirer, by way of guarantee.

20.3. The assignment shall not exonerate the Service Provider from any responsibility regarding the services rendered until the assignment moment, and any other outstanding obligations arising from the performance of this contract.

21. Assignment of property rights

21.1. The documentations prepared by the Service Provider and delivered to the Beneficiary become the Beneficiary's property after their payment. The latter may use them only once and just for the objective for which they were made and contracted.

21.2. The whole documentation or parts thereof may not be copied, sold to third parties or made available to other designer without the written consent of the Service Provider.

21.3. The Service Provider is the only one entitled to carry out or authorize amendments to the prepared documentation until the date of final acceptance of the objective.

21.4. The Service Provider keeps the right to use the prepared documentary and calculation materials, as well as the architectural and engineering solutions reached when drawing up the documentations.

21.5. The Service Provider shall keep the original documents in its archive.

21.6. In the event of advertising or media coverage of the work (investment) the name of the authors and companies that prepared the documentation will be mandatorily mentioned.

22. Force majeure

22.1. Force majeure is found by a competent authority.

22.2. Force majeure shall exonerate the parties from fulfilling their obligations under this contract for the period it is in force.

22.3. The fulfillment of the contract will be suspended during the force majeure period, without prejudice to the rights due to the parties until its occurrence

22.4. The contracting party invoking a force majeure situation has the obligation to notify the other party immediately and completely about its occurrence and to take any measures available in order to limit the consequences.

22.5. If the force majeure acts or is estimated to act for a period exceeding 6 months, either party shall have the right to notify the other party of the termination by default of this contract, without any of the parties claiming for damages.

23. Settlement of litigations

23.1. The Acquirer and the Service Provider shall make every effort to resolve amicably, by invitation to direct reconciliation, any misunderstanding or dispute that may arise between them under or in connection with the performance of this contract.

23.2. If after 15 days from the commencement of the conciliation procedure, the Acquirer and the Service Provider fail to amicably solve a contractual divergence, any party may request for the dispute to be settled either by arbitration at the Chamber of Commerce and Industry of Romania, or by the courts in Romania.

23.3. The Service Provider is obliged to indemnify the Acquirer against any:

- related damages, costs, fees and expenses of any kind, except where such an infringement results from the compliance with the specification drawn up by the Acquirer.

24. Language governing the contract

The language governing the contract is Romanian.

25. Communications

25.1. Any communication between the parties regarding the fulfilment of this contract shall be submitted in writing.

25.2. Any written document must be registered both when sending and when receiving it.

25.3. Communications between parties can also be made by fax or e-mail, provided that there is a written confirmation of receipt of the communication.

25. The law applicable to the contract and final provisions

The contract will be interpreted in accordance with the laws of Romania.

This contract has been concluded today, in..... copies of equal legal value.

The contract comes into force on

ACQUIRER,

**”Elie Wiesel” National Institute for the
Study of the Holocaust in Romania**

**General Director
Alexandru Florian**

**Chief Accountant
Victoria Maria Ioana**

**Communication-Administrative
Departament
Elisabeth Ungureanu**

PROVIDER,

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