

Rīga, ____ _____ 2018

CONTRACT
No. LB-07/2018/83

On the Use of the Statistical Analysis Software
(Procurement LB/2018/9)

Latvijas Banka (hereinafter referred to as the "COMMISSIONING AUTHORITY") represented by Reinis Jakovļevs, Chairman of the Procurement Commission of Latvijas Banka, acting in accordance with Paragraph 88 of Regulation No.1256/11 "The Procedure for Contracts Management" approved by the Board of the BANK on 29 May 2014, on the one side, and UAB "PASPARA" (hereinafter referred to as the "SERVICE PROVIDER") represented by its General Director Petras Moščinskas, acting under the company charter, on the other side (hereinafter both jointly referred to as the "PARTIES"; hereinafter each individually also referred to as the "PARTY"), enter into the following contract (hereinafter referred to as the "CONTRACT").

1. SUBJECT OF THE CONTRACT

1.1. The COMMISSIONING AUTHORITY shall commission and the SERVICE PROVIDER shall undertake to deliver an additional licence for the statistical analysis system at its disposal (hereinafter referred to as the "SYSTEM") to the COMMISSIONING AUTHORITY and to provide the service related to the use (including the quality maintenance) of the SYSTEM (hereinafter referred to as the "SERVICE") according to the Procurement Regulation (LB/2018/9) and the price proposed by the SERVICE PROVIDER (Appendix to the CONTRACT).

2. PROCEDURE FOR ENSURING THE DELIVERY AND THE SERVICE

2.1. The SERVICE PROVIDER shall deliver an additional licence for the SYSTEM and the SERVICE confirmation (hereinafter referred to as the "CONFIRMATION") from the company who developed the SYSTEM to the COMMISSIONING AUTHORITY (K. Valdemāra iela 2A, Rīga) within 10 (ten) business days from the day of entry into force of the CONTRACT.

2.2. Along with the delivery of the CONFIRMATION, the SERVICE PROVIDER shall submit a document/invoice signed by the SERVICE PROVIDER and confirming the delivery of the CONFIRMATION to the COMMISSIONING AUTHORITY. When signing a document/invoice confirming the delivery of the CONFIRMATION, the COMMISSIONING AUTHORITY shall confirm the fact that the CONFIRMATION has been received.

2.3. The COMMISSIONING AUTHORITY shall check the compliance of the CONFIRMATION with the terms and conditions of the CONTRACT and accept the CONFIRMATION within 5 (five) business days following the receipt of the CONFIRMATION. Where the COMMISSIONING AUTHORITY detects any defects during the inspection, the COMMISSIONING AUTHORITY shall submit a motivated refusal to accept the CONFIRMATION to the SERVICE PROVIDER within 5 (five) business days following the receipt of the CONFIRMATION.

2.4. In the event of the COMMISSIONING AUTHORITY'S motivated refusal, the SERVICE PROVIDER shall eliminate the defects specified in the COMMISSIONING AUTHORITY'S refusal by its own efforts and at its own expense and submit a Certificate of Delivery and

Acceptance of the CONFIRMATION signed by the SERVICE PROVIDER to the COMMISSIONING AUTHORITY. The COMMISSIONING AUTHORITY shall check the compliance of the CONFIRMATION with the terms and conditions of the CONTRACT and accept the CONFIRMATION by signing a Certificate of Delivery and Acceptance of the CONFIRMATION or shall submit a motivated refusal to accept the CONFIRMATION within 10 (ten) business days following the receipt of a Certificate of Delivery and Acceptance of the CONFIRMATION.

2.5. The day when the SERVICE PROVIDER has delivered the CONFIRMATION to the COMMISSIONING AUTHORITY and submitted a document/invoice confirming the delivery of the CONFIRMATION and signed by the SERVICE PROVIDER to the COMMISSIONING AUTHORITY, provided the COMMISSIONING AUTHORITY has accepted the CONFIRMATION in accordance with the procedure established by Paragraph 2.3 of the CONTRACT, shall be deemed to be the day of delivery of the CONFIRMATION. The day when the SERVICE PROVIDER has eliminated all defects specified in the COMMISSIONING AUTHORITY'S refusal and submitted a Certificate of Delivery and Acceptance of the CONFIRMATION signed by the SERVICE PROVIDER to the COMMISSIONING AUTHORITY, provided the COMMISSIONING AUTHORITY has accepted the CONFIRMATION in accordance with the procedure established by Paragraph 2.4 of the CONTRACT, shall be deemed to be the day of delivery of the CONFIRMATION in the event of the COMMISSIONING AUTHORITY'S motivated refusal.

2.6. The SERVICE PROVIDER shall provide the SERVICE within a period of 1 (one) year from 1 March 2018 to 28 February 2019.

2.7. The SERVICE shall comprise the availability of the software error corrections, upgrades and new versions of the SYSTEM to the COMMISSIONING AUTHORITY and the access to the SYSTEM'S support services and resources on the Internet without any additional charge.

2.8. The SERVICE PROVIDER shall guarantee that the SERVICE delivered and paid in accordance with the procedure specified in the CONTRACT remains in force also in the event that the PARTY unilaterally terminates the CONTRACT or the CONTRACT ceases to exist otherwise.

3. AMOUNT OF THE PAYMENT AND THE SETTLEMENT PROCEDURE

3.1. The amount of the CONTRACT shall be EUR 16,239.00 (sixteen thousand two hundred thirty nine *euro*) including all expenses necessary to perform the obligations of the CONTRACT properly, the charge relating to the delivery of the SYSTEM, the provision of the) SERVICE VAT (value added tax) shall be paid by the COMMISSIONING AUTHORITY in accordance with the procedure established by the regulatory enactments of the Republic of Latvia.

3.2. The COMMISSIONING AUTHORITY shall transfer the amount of the CONTRACT to the SERVICE PROVIDER within 10 (ten) business days after the CONFIRMATION has been accepted and a document/invoice confirming the delivery of the CONFIRMATION has been mutually signed.

4. RESPONSIBILITY OF THE PARTIES

4.1. The SERVICE PROVIDER shall pay the COMMISSIONING AUTHORITY a penalty of 0.2% (two tenths of one per cent) of the amount of the CONTRACT for each day of delay,

but no more than 10% (ten per cent) of the amount of the CONTRACT in total for missing the deadline referred to in Paragraph 2.1. of the CONTRACT.

4.2. The COMMISSIONING AUTHORITY shall have the right to unilaterally withhold the penalty payable by the SERVICE PROVIDER from the COMMISSIONING AUTHORITY'S payment to be paid to the SERVICE PROVIDER in accordance with the CONTRACT or the SERVICE PROVIDER shall have to pay the penalty within 10 (ten) business days from the day of receiving the COMMISSIONING AUTHORITY'S invoice.

4.3. The COMMISSIONING AUTHORITY shall pay the SERVICE PROVIDER a penalty of 0.2% (two tenths of one per cent) of the amount of the delayed payment for each calendar day of delay, but no more than 10% (ten per cent) of the amount of the delayed payment in total for missing the deadline referred to in Paragraph 3.2. of the CONTRACT. The COMMISSIONING AUTHORITY shall pay the penalty within 10 (ten) business days from the day of receiving the respective request and invoice of the SERVICE PROVIDER.

5. FORCE MAJEURE

5.1. The PARTY shall not be held liable for a full or partial failure to perform the obligations specified in the CONTRACT, where it is caused by the circumstances the PARTY cannot foresee at the moment of entering into the CONTRACT as well as overcome or prevent, including natural hazard, fire, military action or blockade (hereinafter referred to as the "FORCE MAJEURE CIRCUMSTANCES").

5.2. The PARTY failing to perform the obligations specified in the CONTRACT due to the FORCE MAJEURE CIRCUMSTANCES shall immediately notify the other PARTY to this effect. In the event that the PARTY fails to do so, the PARTY shall have no right to refer to the FORCE MAJEURE CIRCUMSTANCES as an excuse for escaping the responsibility.

5.3. In the event of the FORCE MAJEURE CIRCUMSTANCES, the deadline for performing the obligations specified in the CONTRACT shall be extended automatically for a period of time equal to the duration of the FORCE MAJEURE CIRCUMSTANCES.

5.4. The PARTY failing to perform the obligations specified in the CONTRACT shall prove the occurrence of the FORCE MAJEURE CIRCUMSTANCES by a document issued by a competent state or local government institution.

6. CONFIDENTIALITY

6.1. The PARTY may not disclose information on the other PARTY and the CONTRACT (except for publicly available information) without the other PARTY'S written consent (except in cases as established by legislation).

6.2. The confidentiality obligation referred to in Paragraph 6.1. of the CONTRACT shall be in force for an indefinite period of time and shall remain in force also in the event that the PARTY unilaterally terminates the CONTRACT or the CONTRACT ceases to exist otherwise.

7. UNILATERAL TERMINATION OF THE CONTRACT

7.1. The COMMISSIONING AUTHORITY shall have the right to unilaterally terminate the CONTRACT, without paying a penalty and reimbursing any losses, by giving a written notice to the SERVICE PROVIDER to this effect in the following cases:

7.1.1. where the SERVICE PROVIDER misses the deadline referred to in Paragraph 2.1. of the CONTRACT for more than 20 (twenty) calendar days;

7.1.2. where legal workout or insolvency proceedings have been initiated for the SERVICE PROVIDER by the Court.

7.2. Where the COMMISSIONING AUTHORITY unilaterally terminates the CONTRACT in accordance with Paragraph 7.1.1. of the CONTRACT, the SERVICE PROVIDER shall pay the COMMISSIONING AUTHORITY a penalty of 10% (ten per cent) of the amount of the CONTRACT within 5 (five) business days after the COMMISSIONING AUTHORITY'S notification of unilateral termination of the CONTRACT has been received.

7.3. Where the FORCE MAJEURE CIRCUMSTANCES last for more than 2 (two) months, the PARTY shall have the right to unilaterally terminate the CONTRACT, without paying a penalty and reimbursing any losses, by giving a written notice to the other PARTY to this effect.

8. SETTLEMENT OF DISPUTES AND REGULATORY ENACTMENTS APPLICABLE TO THE CONTRACT

8.1. The disputes and disagreements that arise in connection with the CONTRACT shall be resolved by the PARTIES by way of mutual negotiations. The disputes and disagreements that cannot be resolved by the PARTIES by way of negotiations shall be settled by the Court of the Republic of Latvia. The place of the court proceedings shall be Riga, Latvia.

8.2. The CONTRACT has been drawn up and is to be performed in accordance with the legislation of the Republic of Latvia.

9. FINAL PROVISIONS

9.1. The CONTRACT shall enter into force on the day after its mutual signing and shall be in force until the full performance of the obligations specified in the CONTRACT.

9.2. The amendments to the CONTRACT shall be drawn up by the PARTIES in writing and shall become an integral part of the CONTRACT at the moment of their mutual signing.

9.3. [...] shall have the right to carry out the activities referred to in Paragraph 2.2. of the CONTRACT on behalf of the COMMISSIONING AUTHORITY.

9.4. [...] shall have the right to carry out the activities referred to in Paragraph 2.3. and Paragraph 2.4. of the CONTRACT on behalf of the COMMISSIONING AUTHORITY.

9.5. All Appendices to the CONTRACT shall constitute an integral part of the CONTRACT.

9.6. The CONTRACT has been drawn up on 6 (six) pages, including its Appendix on 1 (one) page, in English in 2 (two) copies, of which one copy shall be delivered to the COMMISSIONING AUTHORITY, but the other – to the SERVICE PROVIDER.

10. REGISTERED ADDRESSES AND OTHER DETAILS OF THE PARTIES

10.1. The COMMISSIONING AUTHORITY: Latvijas Banka, K. Valdemāra iela 2A, Riga, LV-1050, registered with the Register of VAT Payers of the State Revenue Service of the Republic of Latvia with No. LV90000158236. The settlement account with Latvijas Banka No. LV35 LACB 0EUR 1750 5010 0, BIC LACBLV2X.

10.2. The SERVICE PROVIDER: UAB "PASPARA", T. Ševčenkos str. 16F, 03111 Vilnius, Lithuania, registered with Company ID: 220052540, VAT: LT200525416. The Settlement account with Bank AB "SEB bankas" No. [...], BIC CBVILT2X.

COMMISSIONING AUTHORITY

SERVICE PROVIDER

/R. Jakovļevs/

/P. Moščinskis/

_____ 2018

_____ 2018

APPENDIX

CONTRACT
No. LB-07/2018/83

PRICES

No.	Item	Price (EUR without VAT)
1.	Additional licence for the statistical analysis software (<i>SAS/Base, SAS/ACCESS Interface to PC File Formats, SAS/STAT and SAS/IML</i>)	[..]
2.	Service related to the use of an additional licence for the statistical analysis software (<i>SAS/Base, SAS/ACCESS Interface to PC File Formats, SAS/STAT and SAS/IML</i>) including the quality maintenance of the software and provided from 1 March 2018 to 28 February 2019	[..]
3.	Service related to the use of an existing licence for the statistical analysis software (<i>SAS/Base, SAS/ACCESS Interface to PC File Formats, SAS/STAT and SAS/IML</i>) including the quality maintenance of the software and provided from 1 March 2018 to 28 February 2019	[..]
Total contractual price		16,239.00