



ANNEX B: DRAFT CONTRACT FOR SERVICE RELATIVE TO THE RESPA CORE BUDGET ACTIVITIES

Regional School of Public Administration
Bulevar knjaza Danila Petrovića, Business Tower, 81000 Podgorica
("the Contracting Authority"),

of the one part,

and

Full official name of the Contractor
VAT number:
Full official address:
Official registration number:¹, ("the Contractor")

of the other part,

have agreed as follows:

CONTRACT TITLE: Reconfiguration of the existing data centre into a cloud or hybrid solution

Identification number RESPA/CORE/SER/021-24

1. SUBJECT

- 1.1. This contract pertains to the reconfiguration of the current on-premises data centre infrastructure to either a cloud-based solution, a hybrid cloud model, or a combination of both. The scope of work includes planning, design, migration, implementation, testing, and support to transition to the new architecture, ensuring alignment with operational and security requirements.
- 1.2. The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annex II)

2. CONTRACT VALUE

The contract estimated value is up to xxx EUR. In this regard, ReSPA whatsoever may not be held liable for the fulfillment of the estimated budget but only for the amount of services requested and rendered.

¹ Except where the contracting party is not VAT registered.

3. ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- The contract agreement
- The Special Conditions
- The General Conditions (Annex I)
- Terms of Reference (Annex II)
- Organisation and methodology (Annex III)
- Budget (Annex V);
- Other relevant forms and documents (Annex VI);

In case of any contradiction between the above documents, their provisions shall be applied according to the above order of precedence.

4. LANGUAGE OF THE CONTRACT

The language of the contract and of all written communication between the Contractor and the Contracting Authority shall be English.

Done in English in three originals, two originals being for the Contracting Authority, and one original being for the Contractor.

For the Contractor

Name:

Title:

Signature:

Date:

For the Contracting Authority

Name:

Title: Director

Signature:

Date:

SPECIAL CONDITIONS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

Article 2 Communications

Contact person of the Contracting Authority:

Mr. Borislav Orechovski, Finance and Operations Manager

Address: Bulevar knjaza Danila Petrovica 13/32, Business Tower Montenegro, 3rd floor, 81000 Podgorica

E mail addresses: b.orechovski@respaweb.eu

Contact person of the Contractor:

Name of the Contractor:

Address:

E mail addresses:

Article 19 Implementation of the task

1. The start date for implementation shall be the date of signature of the contract by both parties.
2. The period for implementing the task is up to one month after contract has been signed.

Article 26 Approval and Final Reports

Successful bidder will submit well documented project blueprint (documentation) upon project completion.

Article 29 Payment

Payments will be made in EURO, 30 days after submission of the invoice.

Article 40 Settlement of disputes

Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred for arbitration to an arbitration body chosen by agreement between ReSPA and the Contractor in accordance with the rules of arbitration of the International Chamber of Commerce. In the event of failure to reach such an agreement on the choice of the arbitration body within 3 months of the request for arbitration of any of the parties, the arbitration body shall be appointed by the ReSPA Governing Board at the request of either party. The decision of the arbitrator shall be final and not subject to appeal. The arbitration shall be conducted in English language and shall take place in Podgorica, Montenegro.

Article 44 Data protection

Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, personnel, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC² and as detailed in the specific privacy statement published at ePRAG.

² OJ L 205 of 21.11.2018, p. 39