

REQUEST FOR PROPOSALS TO ACT AS TECHNICAL CONSULTANT

**TO THE HELLENIC REPUBLIC ASSET DEVELOPMENT FUND
("HRADF")**

FOR THE PROVISION OF TECHNICAL CONSULTANCY SERVICES

FOR THE PROJECTS MANAGED BY

THE HRADF PPF UNIT

ANNEX VII – DRAFT CONTRACT

TECHNICAL ADVISOR SERVICE AGREEMENT

In Athens, today, _____, between:

On the one hand, the societe anonyme with the name "**HELLENIC REPUBLIC ASSET DEVLEOPMENT FUND S.A.**", located in Athens, at 6 Karagiorgi Servias Street, with VAT number 997471299 (Taxation of Commercial Companies (*FAE*) Tax Office of Athens) and is legally represented for the signing of this document by its Executive Director, Mr. Panagiotis Stamboulidis (hereinafter referred to as the "**Fund**" or "**HRADF**"),

and

On the other hand, [●], of [●], resident of [●], street [●] no. [●], holder of the ID no. [●] and VAT number [●] or the company named [●], located in [●], street [●] no. [●] with VAT number [●], Tax Office [●], duly represented for the signing of this document by [●] (hereinafter referred to as the "**Advisor**" or the "**Consultant**"), jointly referred to as the "**Parties**" and separately each the "**Party**", the following are agreed and mutually accepted:

PREAMBLE

With regard to the existing national and EU legislation and in particular:

1. The provisions of Articles 125 to 130 of Law 4799/2021 (Government Gazette A' 78), which establish the institutional framework governing the preparation, approval, coordination, management, assessment, control and review of the Strategic Project Pipeline, which is part of the national Strategic Development Plan.
2. Resolution dated 08.11.2021 of the Governmental Committee on Strategic Contracts, by virtue of which the Projects of Strategic Importance referred to in Annex 1 of this Agreement (hereinafter the "Eligible Projects") were included in the Strategic Project Pipeline, pursuant to which the Fund was designated as the body responsible for the maturation, the preparation and conduct of the tender procedures and monitoring of the performance of the contracts in relation to the Eligible Projects.
3. The provisions of Art. 1 par. 1b and 5B of the Fund's founding law (Law 3986/2011), under which the Fund is responsible for the maturation of Projects of Strategic Importance included in the "Strategic Project Pipeline" of Law 4799/2021, the conduct of the relevant tendering procedures and the monitoring of the performance of the contracts related to the projects entrusted to it under contracts signed with the Beneficiaries of the Strategic Project Pipeline.
4. The Fund's Terms and Conditions and Procurement Procedures Regulation, as approved by Resolution No. 2/66012/0025/20.9.2011 (Government Gazette B'2241) of the Minister of Finance, as amended by Resolution No. 2/34294/00/25/11.05.2012 (Government Gazette B'1695) and Resolution No. 2/34294/00/25/11.05.2012 (Government Gazette B'1695) and Resolution 2/16128/0025/19.02.2014 (Government Gazette B' 476) of the Minister of Finance, the Fund has chosen to designate the Advisor, who has the required expertise, to provide the Services described herein.
5. The Fund's Request for Proposals for the provision of technical consultant services for the projects managed by the Project Preparation Facility Unit of the Fund (the "RfP").
6. The Technical and Financial Offer of the Advisor to whom this present Agreement is awarded, which constitute an integral part hereof (Annex 4).

The Fund has chosen to appoint an Advisor possessing the necessary technical knowledge for the provision of Services described hereunder.

The documents that will accompany this Agreement will be considered as an integral part of the Agreement.

In case of discrepancy of the terms contained therein, their order of validity is determined by the following order of validity:

- a) The RFP and its Annexes
- b) The Advisor's complete Proposal.

The Advisor is obliged to faithfully comply with the requirements of the contractual documents in all points except those that differ in its offer, which have been evaluated and accepted by the HRADF during the evaluation stage of its Proposal.

1. DEFINITIONS

1.1. For the purpose of this Agreement and except where the context indicates otherwise, the following words and phrases shall have the following meanings ascribed to them:

"Fees" mean the Advisor's fee as defined in Article 6.1 of this Agreement.

"Force Majeure" means any event or circumstance that (a) prevents the Affected Party from performing its obligations under this Agreement, and (b) is beyond the reasonable control of the Affected Party, (c) is not due to the fraud or negligence of the Affected Party, its subcontractors or suppliers, or those for whom the Affected Party is otherwise responsible, under the Agreement or law between them; and (d) does not arise by reason of any act or omission of the affected Party or its subcontractors or suppliers or those for whom the affected Party is otherwise responsible under the Agreement or law between them, which is done in violation of the provisions of this Agreement.

"Beneficiary" means the Ministry or any public legal entity that is responsible for planning the implementation of the Eligible Projects and which contributes to the Fund in accordance with Article 5B of Law 3986/2011.

"Confidential Information" means information provided orally or in writing by the Fund to the Advisor, any of the Advisor's affiliates, directors, officers, personnel, agents, accountants or attorneys, including technical and non-technical information, including but not limited to patents, intellectual property rights, customer data, trademarks, trade secrets, analyses, studies, proprietary information, business information, technical information, technical data, technical know-how, processes, software programs, financial data, etc.

“**Project Team**” or “**Team**” of the Advisor shall mean all the persons suggested to conduct the Services, as shown in the attached in the Agreement Annex 2, which constitutes an integral part hereof.

“**Intellectual Property**” means any patent, copyright (including without limitation moral and proprietary rights), database and software protection right, design right, registered design, trademark or Service Mark (whether registered or unregistered), domain name, know-how, utility model, unregistered design or other industrial or intellectual property right, existing in any part of the world and, where applicable, any application for protection or ownership of similar.

“**Agreement**” or “**Contract**” means the agreement made by this Provision of Service Agreement, together with the text thereof, along with its annexes attached hereto, entered into by and between the Parties on the date of its signature.

“**Transaction**” means the exercise by the Fund of its responsibilities for the maturity of the Eligible Projects, the conduct of the tender procedure for the award of the Eligible Projects in the name and on behalf of the Beneficiaries, to economic operators as contractors selected in accordance with the applicable legislation, as well as the monitoring of the performance of the contracts to be concluded between the Beneficiaries and the contractors for the implementation of the Eligible Projects.

“**Services**” or “**Project**” means any activity or service to be provided by the Advisor to the Fund pursuant to **Annex 1** hereto, constituting an integral part hereof.

1.2 In this Agreement, unless expressly stated otherwise:

(a) any reference to an Article shall be construed as a reference to an Article of this Agreement and any reference to an Annex shall be construed as a reference to an Annex to this Agreement

(b) any reference to a person shall be deemed to include:

(i) any person, firm, company, governmental authority, capital company, association, trust, foundation, government, public body or other partnership or joint venture (and in each case regardless of being an independent legal entity) of two or more of the foregoing,

(ii) any reference to successors, permitted assignees and permitted transferees of each entity referred to in subparagraph (i) above,

(c) any reference to this Agreement or any other Agreement or document shall be deemed to be a reference to this Agreement or document as it may from time to time have been or may be amended, altered, renewed, replaced or supplemented,

(d) any reference to a law shall be construed as a reference to it as it may from time to time have been or be (with or without amendment) amended or re-enacted and to any secondary legislative act or other instrument which may from time to time come into force,

(e) capitalized terms used in this Agreement shall have the meaning ascribed to them under the Definitions section or elsewhere in the Agreement.

2. SCOPE OF THE AGREEMENT

2.1 The scope of this Agreement is the provision of technical advisory services and technical assistance to the Fund throughout the duration of the Transaction for the exercise of its responsibilities, as defined in par. 1 of a. 5B of Law 3986/2011, which are described in the attached **Annex 1**, for the Eligible Projects described in the above-mentioned Annex which is an integral part of this Agreement, in accordance with the following terms and agreements.

2.2 The Fund reserves the right to amend the Agreement with the Advisor to narrow or even eliminate the scope thereof, to include any additional Services that may be required in the future and cannot be foreseen and specified today and being financially or technically separated from the provision of Services by the Advisor would be detrimental to the Eligible Projects and/or the completion of the Transaction, subject to the terms and conditions of the Fund's Procurement Regulations. The scope of the Agreement may be increased in case where the Fund exercises at its complete discretion, the option right of an increase of up to fifty percent (50%) on the initial budget to account for additional or new services.

3. PROJECT TEAM or TEAM

3.1 The Advisor's Project Team consists of the Main Project Team and the Support Project Team. The composition of the Main Project Team and the Support Project Team, the

specialty of each member, and the position of the officers on the above Project Teams are attached hereto as **Annex 2**, which is an integral part hereof. The Main Project Team shall not be modified during the whole Agreement duration without the Fund's prior approval. The Fund intends but it's not obliged to mobilize fully the Main Project Team during the contract period as per the utilization mentioned in Annex II of the RfP.

3.2 The designated Project Manager, the Deputy project Manager, and all senior staff (over 15 years of experience) shall remain the same during the whole duration of this Agreement and may be replaced only with the Fund's prior consent (not to be unreasonably withheld). The Support Project Team will be mobilized as per projects needs and after pre-approval by the Fund's management.

3.3 The participation of all members of the Project Team in the provision of the Advisor's Services is mandatory and the Fund may invite any of these members to participate in meetings, discussions, etc. subject to timely notification and considering the man-months stated in the Advisor's offer and the role and scope of each Project Team member or officer. In the event of refusal or prolonged unjustified absence of any member of the Project Team, the Fund may, without prejudice to its other rights hereunder, impose on the Advisor a penalty equal to 0.06% of the contractual price for each day of absence.

4. OBLIGATIONS OF THE PARTIES

4.1 In the performance of the Services, the Advisor shall work closely with the Fund's Executive Director and/or the Fund's Project Preparation Facility Unit and/or any other Fund officials involved.

4.2 The Fund (through its specifically designated officers for this purpose) will send in writing, by email, any requests to the Advisor, detailing the issue arising, requesting the Advisor's services. Thereafter, the Parties shall communicate with each other to determine the details of the advisory Services to be provided.

4.3 The Fund undertakes to provide the Advisor with all data, information and materials required for the performance of the Services undertaken hereunder.

4.4 The Advisor undertakes to follow the instructions and directions given to it by the Fund in the provision of Services, providing such Services with scientific and professional responsibility and independence.

4.5 The Advisor shall have no decision-making authority. The Advisor will make recommendations on any matter within his/her jurisdiction to the Fund, which will decide on the matter. All suggestions, comments, instructions, opinions, etc. of the Advisor, throughout the term of the Agreement, shall be always addressed to the Fund and as and when they arise. The Advisor shall participate in meetings, consultations and teleconferences when invited by the Fund, shall advise and support the Fund to ensure the communication of expertise, but shall in no case substitute for the Fund.

4.6 The Fund shall have the right to accept or reject in whole or in part proposals of the Advisor, as well as to request that the Advisor submit new proposals or comments with requirements to be determined by the Fund. The Advisor is obliged to continue his/her advisory work and to cooperate smoothly with the Fund, the Beneficiaries and with other Public Authorities as appropriate, even if the Fund opts for different solutions from those proposed by him/her or if the Fund rejects his/her proposals and requests the submission of new alternatives.

4.7 The Advisor unconditionally accepts that the budget for the provision of the Services for each Eligible Project shall not exceed the respective budget determined in the agreement with the Beneficiaries and/or the technical fiches of each Eligible Project. Upon the signing of this Agreement, the Fund shall inform the Advisor regarding its needs in relation to the Eligible Projects and regarding its final agreement with the Eligible Project's Beneficiaries and/or the content of the technical fiches of the Eligible Projects. In response to that the Advisor shall submit in writing, within ten (10) days of the above information, a mobilization plan of his staff with all disciplines required for the maturation and/or implementation of the Eligible Project within the limits set by each Eligible Project's budget for the services. The Fund shall review the above plan and approve it in writing.

5. TERM OF THE AGREEMENT

The duration of the Agreement shall be four (4) years or until the completion of the Eligible Projects, whichever event occurs first and enters in force as of the date of the signing of this Agreement. This period shall not include the time required to review, assess and obtain a positive opinion on the deliverables and the services provided by the Advisor. The duration of the Agreement may be extended in accordance with the Procurement Regulation of the Fund, if such extension is deemed necessary by HRADF.

6. REMUNERATION AND METHOD OF PAYMENT / GOOD PERFORMANCE GUARANTEE

6.1 The maximum total fee of the Advisor for the provision of the Services which is the scope of this Agreement is agreed to be Euro _____ (_____ €) plus VAT. Pursuant to the Advisor's Financial Offer in the respective Tender Process, the monthly rates for the Main and Support Project Teams' positions and the monthly rates for the additional staff that may be required during this Agreement, as submitted in the Financial Offer of the Advisor which is an integral part hereof, cannot be exceeded, in any case.

6.2 The Advisor's fee includes all costs required for the completion of the work.

6.3 The Advisor's fee shall also include the fee of any other advisor or associate of the Advisor that the Advisor may need to engage to provide the Services as set out above.

6.4 The Advisor's fee includes all insurance and tax contributions of the Advisor and are borne solely by the Advisor, with the exception of V.A.T. which is added to the fee accordingly.

6.5 The Advisor accepts and applies the Fund's Expense Policy for the payment of expenses to advisors in accordance with Annex 3.

6.6 Provided that the competent bodies have certified the good and appropriate provision of the relevant services by the contractor, the Advisor shall send an invoice to the Fund at the end of each month, submitting a statement showing the full name of the partner or associate employed, the working hours accrued with a detailed description of the respective Services and the Eligible Project for which the services are provided. At the same time, all the relevant legal documents, the relevant detailed descriptions and supporting documents for the expenses incurred shall be submitted. The Fund will pay the Fee, upon submission of the respective Analysis, against the issue by the Advisor and delivery to the Fund of one and/or more respective Notes for Services Rendered.

6.7 Payment of the Fee shall be made by the Fund within forty-five (45) business days of receipt of the relevant invoices and any other supporting documents required (e.g. insurance, tax clearance, etc.).

6.8 In the event that the Fund decides to suspend or discontinue the Project or to terminate the cooperation with the Advisor for any reason, any fee due to the Advisor for

work performed up to that time shall be paid within forty-five (45) days from the date of dispatch of the relevant invoice provided that the competent bodies have certified the good and appropriate provision of the relevant services by the Advisor.

6.9 The payment shall be subject to the statutory withholding tax at the time of payment.

6.10 The Fund is entitled, not to exhaust the entire contractual budget and/or the physical scope, even if no contractual budget is exhausted, if deemed appropriate due to the circumstances of its execution. In such a case, the Advisor explicitly waives all rights to any remaining amount.

6.11 It should be noted that the monthly rates for the Main and the Support Project Team will be adjusted during the performance of this Agreement based on the Consumer Price Index (CPI), as published by the Hellenic Statistical Authority (ELSTAT), if the CPI exceeds three percent (3%) in reference to the date when this Agreement is set in force. The above adjustment shall be applied two (2) years after the Agreement is set in force until its termination. In any case, the capped amount of the fees offered for the total duration of the Agreement and the budget determined in the agreement with the Beneficiaries and/or the technical fiches of each Eligible Project cannot be exceeded.

6.12 For the proper performance of its obligations, the Advisor on the date of the signing of this Agreement, submitted to HRADF the letter of guarantee of good performance, issued by [●] with no [●] which amounts to 640.000,00 Euros. This performance guarantee shall cover in full and without discrimination the application of all the terms hereof and any claim of HRADF against the Advisor. In case of amendment of the Agreement, which includes an increase of the contractual value, the Advisor must deposit until the signing of the amended contract, an additional guarantee of good performance, the amount of which amounts to four percent (4%) of the amount of the increase of the initial value of the Agreement. The performance guarantee shall be returned in full after the quantitative and qualitative receipt of the entire subject of the Agreement.

7. TERMINATION OF THE AGREEMENT

7.1 The Fund may terminate the Agreement for any reason by simple written notice to the Advisor. The Advisor explicitly waives all rights for compensation of any kind by this cause.

7.2 In the event of termination of the Agreement, the portion of the Fee, costs and expenses of the Advisor for the period up to the time of termination shall continue to be payable to the Advisor provided that the competent bodies have certified the good and appropriate provision of the relevant services by the contractor. Other than the foregoing, the Advisor shall not be entitled to any further compensation for termination of the contractual relationship.

8. OBLIGATIONS OF THE ADVISOR

8.1 The Advisor agrees and accepts that he/she will provide the Services in a professional manner and in accordance with the specific provisions and timeframes of this Agreement and the respective RfP. The Advisor is obliged to provide the agreed Services, taking into account the rules of science and art, the best practices of implementation of such services at national or European or international level, in a scientifically sound manner and in each case in accordance with the higher internationally recognized professional standards. The Advisor must perform its obligations under this Agreement in a timely and appropriate manner with due care and diligence and in accordance with the principles of good faith and business and professional ethics. Furthermore, during the execution of his contractual obligations, he must follow the instructions-recommendations of the Fund and to cooperate harmoniously with its staff, whenever this is deemed necessary for the provision of the Services.

8.2 Except in cases of force majeure, the Advisor shall compensate HRADF for any damage sustained by it as a result of the implementation of the Agreement or because the Project/the Services were not implemented/provided in full compliance with the Agreement. The Advisor shall be, without any limitation, liable for any fault, whether by intent or negligence of any kind, in connection with or arising out of the Agreement or any addition or variation thereto. The Advisor shall also be, without any limitation, liable for any damage caused to third parties as a consequence of the Agreement and/or during the assignment. In case of a consortium, all members of the consortium shall be liable jointly and severally and without any limitation under the Agreement.

8.3 Subject to the provisions of Article 3 of this Agreement, the Advisor shall use personnel of their choice, suitable and specially trained for the performance of the Services, who shall be under their responsibility and expense. Any personnel of the Advisor and its

employees shall be liable in accordance with the law for all acts and omissions arising from their duties in connection with his/her contractual obligations. The Advisor does not acquire towards HRADF and/or its officers, agents and/or employees and/or consultants, any right or claim for compensation, or indemnification, or other, for any reason or cause related to the Agreement.

8.4 During execution of this Agreement, the Fund is liable to the Advisor only for incidents of fraud or gross negligence, pursuant to what is set out under art. 5b of Law 3986/2011, as amended and currently in effect.

8.5 In case of a Force Majeure Event and throughout the duration thereof, each Party shall be relieved of its obligations hereunder. Neither Party shall be entitled to claim compensation from the other Party for its failure to comply with its obligations due to a Force Majeure Event.

8.6 The Advisor must comply with the applicable data protection, environmental, social and labour law obligations established by European Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X of Directive 2014/24. The Advisor shall comply with the provisions of the Review and Management System for the Measures and Subprojects of the Recovery and Resilience Facility, as approved by the Decision 119126 ΕΞ 2021 of the Alternate Minister of Finance (Gov. Gazette Β' 4498), as in force from time to time and the Regulation (EU) 241/2021. To the extent that the Advisor becomes final recipient of European Union funds (from the Recovery and Resilience Fund) the Advisor expressly authorises the Commission, OLAF, the Court of Auditors and, where applicable, EPPO to exert their rights as provided for in Article 129 (1) of the EU Financial Regulation and all the national competent bodies to exert their rights as provided for in the relevant national applicable legislation. The Advisor is obliged to provide the Fund with all the data foreseen in article 22 par. 2 (d) of the Regulation (EU) 241/2021, immediately after a relevant request of the Fund.

8.7 The Advisor may not assign and/or transfer any of its rights, claims and/or obligations under the Agreement and may not be substituted in the performance of the Agreement by any affiliate thereof or any third party, unless HRADF has given its prior written consent thereto.

9. NON-DISCLOSURE - CONFLICT OF INTEREST - OWNERSHIP

9.1 Throughout the term of the Agreement, and after the termination in any way, the Advisor undertakes to keep confidential and not to disclose to third parties or use for other purposes any documents or information that is made known to him/her in the course of providing the Services and fulfilling its obligations under the Agreement.

9.2 The Advisor hereby declares that there is no incompatibility or conflict of interest with his/her obligations to the Fund which may adversely affect or compromise the interests of the Fund. During the term of the Agreement and after its termination or dissolution, the Advisor must ensure that there is no incompatibility or conflict of interest as set out above. In any case, the Advisor shall immediately disclose to the Fund in writing any case of incompatibility and conflict of interest. Any situation constituting or likely to lead to a conflict of interests during the implementation of the Agreement shall be notified to HRADF, in writing, without delay. The Advisor shall immediately take all the necessary steps to rectify this situation. HRADF reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

9.3 The general product produced in the course of providing the Services (in whole or in part), and the Advisor's deliverables as well as the information provided to the Advisor (in whole or in part) shall be the property of the Fund and shall not be disclosed to any third party without the prior written consent of the Fund, even after the termination or dissolution of the Agreement.

9.4 Throughout the term of the Agreement and after its termination, the Advisor undertakes to maintain confidentiality and not to disclose to any third party or use for any other purpose without the prior written consent of the Fund any documents or any information that comes to its knowledge in the course of performing the Services and fulfilling its obligations, subject to documents and information that have become public and to any notices and disclosures required of the Advisor by law, regulation, court judgement, and any resolution of a competent regulatory or supervisory authority.

9.5 Throughout the term of the Agreement and for twelve (12) months from its termination or dissolution, the Advisor shall not be entitled to make any direct or indirect public or press announcements in connection with the Services hereunder without the prior written consent of the Fund. In any case, the disclosure of information classified as confidential, or data relating to the structure of the Fund's Services or the Beneficiary

involved, the officials involved, meetings, recommendations of the Fund's bodies, internal documents, etc., shall be considered absolutely prohibited and a breach of this clause shall give the right to terminate this Agreement through the sole fault of the Advisor.

10. CONFIDENTIALITY - PERSONAL DATA

10.1 The Advisor ensures and guarantees that he/she undertakes to comply throughout the duration of the Agreement with its respective obligations under the applicable national and EU legislation on personal data protection, in particular Law 4624/2019 "On the protection of personal data", as in effect, and Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter "**Regulation**"), as well as any Greek and European legislation regulating the protection of Personal Data and privacy.

10.2 The Advisor shall ensure that business and personal data are protected. In particular, the Advisor will refrain from any unlawful or accidental breach of confidential information and personal data of persons related to the Fund or the Beneficiary or persons dealing with them, within the framework of applicable law and the decisions of the independent authorities competent for their compliance.

10.3 Physical and electronic records created and containing any personal data belong exclusively to the Fund. The Advisor will act within the scope of his/her relationship with the Fund as the processor on behalf of and at the behest of the Fund. In particular, in the context of and for the purposes of this Agreement, the Advisor, as Processor, shall access/collect primarily and/or process personal data necessary for the provision of its Services.

10.4 It is expressly agreed that the Advisor will not exceed the limits of the mandates given to him by the Fund in relation to the processing of personal data. In the event that the Advisor determines, in breach of the terms hereof, the purposes and means of processing, subject to Articles 82, 83, 84 of Regulation (EU) 2016/679 of the European Parliament and of the Council, the Advisor shall be deemed to be the Controller for that processing and shall be subject to the obligations and consequences of the applicable law.

10.5 In the event that the Fund in any way communicates, or in any way discloses to the Advisor, personal data which are not strictly necessary for the performance of the

Agreement, the Advisor shall notify the Fund thereof and subsequently destroy or permanently delete such data.

10.6 The Advisor shall promptly inform the Fund in writing if he/she believes that any data processing which he/she carries out, or will carry out, entails, or may entail, a breach of the applicable legislation. In such a case, it may postpone the processing in question until he/she receives a response from the Fund.

10.7 The Advisor shall ensure that the members of the Project Team, any of the staff employed by the Advisor or its Affiliates, in particular if they have access to Confidential/Confidential Information or Personal Data, are well trained and have the necessary skills, knowledge and guarantees to enable the Advisor to fully meet his/her obligations hereunder. In addition, the Advisor shall ensure that the persons authorized to process Personal Data hereunder are bound by confidentiality or have given an appropriate confidentiality undertaking (in accordance with Article 28(3)(b) of the Regulation). The Advisor shall not disclose personal data to any third parties without the prior consent of the Fund, except as required by law or permitted by the Agreement.

10.8 The Advisor shall deliver to the Fund, the means (digital or otherwise) by which the records are maintained, without the right to retain or reproduce copies, at any time requested by the Fund.

10.9 The processing of Personal Data shall take place exclusively within the territorial limits of the European Union (EU) or the European Economic Area (EEA). Any transfer of data to a country that is not an EU or EEA member state requires prior notification and written consent of the Fund. Such transfer is subject to compliance with the specific requirements concerning the transfer of personal data to countries outside the EU and the EEA under the applicable legislation. In particular, the Advisor must ensure that any transfer of personal data to a third country or international organization is subject to appropriate guarantees for the protection of personal data and must inform the Fund in advance and in good time of the necessity of such transfer in order to give the Fund the opportunity to oppose it.

10.10 The Advisor shall ensure throughout the duration of the Agreement to take the necessary technical and organizational measures to ensure that the personal data processed on behalf of and under the instructions of the Fund are secure, in accordance

with the requirements of the applicable legislation. The above measures must guarantee an appropriate level of protection in relation to the type of Personal Data, the nature and purposes of the processing and the risks involved, as well as the maintenance of the confidentiality, integrity and availability of the Personal Data.

10.11 The Advisor is obliged to provide all necessary assistance to the Fund, in order for the latter to comply with the obligations imposed by the applicable Legislation regarding the security and protection of personal data and its obligations towards the Rights Holders, the competent supervisory authorities or third parties, especially regarding the satisfaction of data holders' requests, as well as the cooperation with the Hellenic Data Protection Authority.

10.12 The Advisor, as the Processor, shall also be bound by any other obligations imposed by the applicable Legislation.

10.13 The obligations of Confidentiality under this Agreement shall be permanent in nature, in that they shall survive and continue in perpetuity, regardless of the expiration or termination of this Agreement between the Parties. Further, the obligation to maintain the confidentiality of the Information shall not be waived by the Advisor's bankruptcy or other similar proceeding or the seizure of its assets or its being placed under a judicial restraint pursuant to applicable law. The confidentiality obligations under this Agreement shall also bind the special and universal successors of the Advisor.

10.14 The Advisor shall be fully liable to the Fund for any direct, indirect, present, future, real or consequential loss suffered by the latter as a result of its failure to comply with the obligations imposed hereunder on the protection of personal data or in cases where it has acted contrary to the Fund's instructions. Likewise, it shall be liable in the same way if the said damage occurred as a result or consequence of acts or omissions of the subcontractor carrying out the processing. The Advisor expressly and unconditionally acknowledges that its failure to comply with the applicable personal data provisions shall constitute good cause for termination of the Agreement by the Fund for breach of the legal framework for the protection of personal data and/or any term hereof.

11 COMMUNICATIONS

11.1 The Fund shall provide the Advisor promptly with all information, documents (authorizations) and data in its possession relating to the provision of the Services.

11.2 The Fund reserves the right to disclose the product produced in the provision of the Services to the Greek Government.

12. GENERAL PROVISIONS

12.1 OVERALL AGREEMENT - VALIDITY OF CONTRACTUAL TERMS

12.1.1 Unless otherwise specified, this Agreement constitutes the entire agreement between the Parties and supersedes any other written or oral agreement between the Parties in effect at the time of the execution of this Agreement.

12.1.2 All terms of this Agreement are agreed to be necessary and material and shall not be modified except by later written agreement of the Parties. If any of these terms are held to be invalid, void, or unenforceable, the validity of the remaining terms shall not be affected and shall remain in full force and effect as if the invalid, void or unenforceable term had not been included herein in the first place. The Parties will undertake to jointly find an alternative term with the same legal and commercial effect as the one considered invalid, void, or unenforceable. Any objection to the terms of this Agreement may only be made in writing, to the exclusion of any other means of proof. The modification of this Agreement is subject to the respective provisions of Directive 2014/24 and HRADF's Procurement Regulation (Decision of the Minister of Finance no. 2/16128/0025, Government Gazette of the Hellenic Republic – B 476/26.02.2014), as in force from time to time.

12.2 WAIVER

12.2.1 The failure by any Party to exercise any right or to perform any obligation or to tolerate any situation contrary to the terms and conditions of the Agreement, or the delay in taking any action under this Agreement by any Party, shall not be deemed a waiver by the Parties of any right or discharge of any obligation or recognition of any right in the Parties not recognized by this Agreement.

12.2.2 No waiver of any right under this Agreement shall be effective unless it is in writing, and the showing of lenience or acquiescence by any Party shall not create a precedent for, or prevent the invocation for the purpose of obtaining full satisfaction in or out of court of any right under this Agreement.

12.3 Except for the Fund, nothing in this Agreement is intended to or may create any right binding on any third party or person who is not a party to the Agreement. The consent of any third party is not required to amend or alter the terms or terminate the Agreement (or any part of it). The Fund, at its complete discretion may disclose, share and/or publish the deliverables and reports of the Advisor.

12.4 Nothing in the Agreement is intended to create or constitute an employment, partnership, joint venture, agency or any other such relationship between the Parties. For the avoidance of doubt, all personnel of the Advisor shall remain as employees or providers of the Advisor, and shall not be considered employees, agents, contractors or representatives of the Fund.

12.5 The Fund may not, directly or indirectly, request or seek to require the employment of any of the Advisor's employees, or induce or attempt to induce or promote or facilitate in any way any of the Advisor's employees to leave the Advisor's employment during the term of the Agreement or for a period of six (6) months after the termination or dissolution of the Agreement.

12.6 The terms of this Agreement may be amended only by written agreement between the Parties.

12.7 Articles 9 and 10 hereof shall continue to be in effect after the termination or dissolution of this Agreement in any manner.

13. PRE-EXISTING RIGHTS AND OWNERSHIP AND USE OF THE REPORTS AND DELIVERABLES (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)

(i) Ownership of the Reports

Unless stipulated otherwise in the Agreement, ownership of the results of the Agreement (including but not limited to Reports and/or other Deliverables) including industrial and

intellectual property rights, and of other documents relating to it, shall be vested in the Fund.

(ii) Pre-existing rights

Pre-existing material is any materials, document, technology or know-how which exists prior to the Advisor using it for the production of a result in the implementation of the Agreement. Pre-existing right is any industrial and intellectual property right on pre-existing material; it may consist in a right of ownership, a license right and/or a right of use belonging to the beneficiary or any other third parties.

If the Fund sends to the Advisor a written request specifying which of the results (including but not limited to Reports and/or other Deliverables) it intends to use, the Advisor must establish a list specifying all pre-existing rights included in those results and provide this list to the Fund. The Advisor shall ensure that it or its affiliated entities have all the rights to use any pre-existing rights during the assignment and the implementation of the Agreement.

(iii) Rights of use of the results and of pre-existing rights by the Fund

The Advisor grants to the Fund the following rights to use the results of the Agreement (including, but not limited to Reports and/or other Deliverables):

(a) for its own purposes, and in particular, to make available to any and all members of any corporate body, officer, employees, advisors and agents of the Fund, HCAP, the Hellenic Republic and/or any competent EU authority, the Beneficiaries as well as to copy and reproduce in whole or in part and in an unlimited number of copies;

(b) reproduction: the right to authorize direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;

(c) communication to the public: the right to authorize any display performance or communication to the public, by wire or wireless means, including making the results available to the public in such a way that members of the public may access them from a

place and at a time individually chosen by them; this right also includes communication and broadcasting by cable or by satellite;

(d) distribution: the right to authorize any form of distribution of results or copies of the results to the public;

(e) adaptation: the right to modify the results;

(f) translation;

(g) the right to store and archive the results in line with the document management rules applicable to the Fund, including digitalization or converting the format for preservation or new use purposes;

(h) where the results are documents, the right to authorize the reuse of the documents in conformity with Commission Decision 2011/833/EU of 12 December 2011 on the reuse of Commission documents if that Decision is applicable and if the documents fall within its scope and are not excluded by any of its provisions. For the sake of this provision, the terms 'reuse' and 'document' have the meanings given to them by Decision 2011/833/EU.

The Advisor shall warrant that HRADF has the right to use any pre-existing rights, which have been included in the results of the Agreement. Unless specified otherwise in the Agreement, those pre-existing rights shall be used for the same purposes and under the same conditions applicable to the rights of use of the results (including but not limited to Reports and/or other Deliverables) of the assignment.

Information about the copyright owner shall be inserted when the result of the assignment (including but not limited to Reports and/or other Deliverables) is divulged by the Fund.

14. APPLICABLE LAW - DISPUTE RESOLUTION

14.1 This Agreement is governed by Greek law. Any dispute that may arise from the interpretation or execution of the Agreement and that cannot be resolved by amicable settlement shall be resolved exclusively by the competent Courts of Athens, to whose jurisdiction both Parties are exclusively subject.

14.2 Unless an appeal to the competent courts is accompanied by a notice for the termination of the Agreement, it is agreed that such appeal shall not suspend its execution. Accordingly, both Parties shall continue to exercise their rights and obligations hereunder in good faith throughout the duration of the resolution of the dispute.

This Agreement has been drawn up in two (2) copies and each Party has received one.

THE PARTIES

For the HRADF

For the Advisor

**Panagiotis Stamboulidis
Executive Director**

Annex 1 – Eligible Projects and Services

(This Annex 1 shall be modified accordingly regarding each Lot)

Eligible Project title	Eligible Project budget (million Euros)	Eligible Project budget (million Euros)
	LOT 1	LOT 2
Creation - Expansion – Upgrade of Infrastructures of Research Centres supervised by the General Secretariat for Research and Technology (GSRT)/ Ministry of Development and Investments	177,0	177,7
Professionalization of Public Procurement domain/ Ministry of Development and Investments	3,0	
Combating illicit trade and protecting intellectual property/ Ministry of Development and Investments	16,0	
New Industrial Parks/ Ministry of Development and Investments		200,0

Primary Health Care Reform/Ministry of Health	100,0	100,0
Health Infrastructure – NHS Hospital Renovation and Infrastructure upgrade/Ministry of Health	176,0	176,0
Court of Athens/Ministry of Justice		66,0
OAKA/Repair, maintenance and improvement of OAKA’s operational efficiency/ Ministry of Culture and Sports	43,0	
Athens Riviera/Urban walk/Ministry of Environment and Energy		31,8
Forest Protection Plan/ Ministry of Environment and Energy	125,0	75,0
Prisons of Korydallos, Ioannina and Chalkida/Ministry of Citizen Protection	220,0	
TOTAL	860,0	826,5

A. Scope of Basic Services

The Basic Services shall comprise:

All the functions which are conferred on the Consultant under or pursuant to the Project Contracts including, without limitation, the functions referred to in this ANNEX 1; and

All other tasks which are reasonably required in order for the Consultant to comply with its obligations under this Agreement and the functions conferred on the Consultant under or pursuant to the Project Contracts.

For the avoidance of doubt, nothing in this ANNEX 1 is to limit the Consultant’s functions, duties, responsibilities, and

obligations conferred on the Consultant under or pursuant to the Project Contracts.

B. Functions under the Project

Without limiting the Consultant's functions under the Project, such functions can be summarised as follows:

Overall Program / Projects Management

Prepare the initial Master Schedule (in Primavera software) covering all Projects Design and Construction activities and overall Tendering Program according to HRADF commitments to RRF and updating it regularly as per Design & Construction Contracts provisions and design services & construction works progress.

Prepare and submit to HRADF for approval the Project Execution Plan (PEP) covering Consultant's services during the whole period of Consultant's contract. The PEP shall be submitted one month after Consultant's contract signing to HRADF for approval. The Consultant's PEP shall be fully coordinated with RRF Management & Control Plan provisions and the HRADF/PPF unit internal procedures and regulations.

Further review the approved Program Budget covering all project elements and activities and updating it regularly as the design and construction works progress.

Support in the preparation and modification of the projects' technical data sheets (Τεχνικά Δελτία Έργου - ΤΔΕ) and the approval procedure of new projects by RRF, if needed.

Organize a know how transfer program to HRADF staff in the project management and monitoring / supervision of public works.

Review of Design Documentation & Tendering Process management

Advise HRADF and projects Awarding Authorities on the most suitable procurement strategy for each project / component of the program to achieve RRF milestones and program budget.

Prepare Project Tender Documents and manage Contract Documents for the design and construction of the projects and make recommendations to the HRADF for amendments which, in its opinion, should be made to the proposed Project Contracts & Tender Documents to avoid conflicts and speed up the tender procedures.

Support the HRADF in answering any technical clarifications during the tender process and provision of legal support on critical legal issues (design and construction tenders).

Support the HRADF in tender proposals evaluation (design and construction tenders) and review of final tender evaluation reports (if requested) for the design and construction phases of each Project and make recommendations to HRADF for the Bidder/s to be chosen who, in its opinion, should be awarded the proposed Project Contract/s.

Review the Preliminary Design for compliance with all the standards and specifications provided by HRADF and make recommendations to the HRADF for approval by the HRADF and the Awarding Authorities for their approval.

Review the Final & Detailed Design for compliance with all the standards and specifications provided by HRADF and make recommendations to the HRADF and Awarding Authorities for their approval. This concern also designs

submitted by design & built contractors if any in the program.

Close monitoring of the overall Design & Tendering Programme with regards to the obligations & milestones of HRADF to RRF and inform HRADF of those obligations.

Monitoring of Permitting Process

Monitor, obtain information from Designers or Contractors (as applicable) and report to the HRADF on the status and progress of permits applied for in relation to the Project.

Identify delays in permitting processes of the projects and report to HRADF for mitigation actions needed and furthermore evaluate the impact in the projects time and cost.

Construction Programmes Monitoring & Supervision

Review the Initial Construction Programme and any revisions submitted by the Contractor for compliance with HRADF's requirements and milestones (if any) and the relevant Construction Contract and, if necessary, recommend to the HRADF any amendments to the programmes which may be necessary to achieve the construction completion requirements / milestones.

On site supervision of construction works to assure full compliance with the approved detailed designs and with construction technical specifications & quality standards
Attend regular site (weekly or biweekly) progress meetings with Contractors.

Monitor the monthly physical and financial progress of the Construction Works against the Initial Construction Programme and any revisions (as relevant) and report to the

HRADF any variance from the relevant programmes and especially RRF milestones, promptly give written notice of the variance to the HRADF and the Awarding Authority.

Determine any requests for extension of time, review of variation orders & claims or relief from penalties to which the Contractor is entitled on suspension or variation of any Construction Works by the HRADF and Awarding Authorities pursuant to the Project Contract.

Financial Control

Review the proposed Payment Schedules (as defined in the relevant Design or Construction Contracts) in conjunction with the Design or Construction Programme and Design or Construction Schedules;

Report on the Contractor's control of progress of Works and risks to completion within the time established in accordance with the relevant Construction Contract.

Receive the Contractor's application for progress payments for Construction Works and certify amounts due for payment under the Construction Contract.

Adjudicate claims for additional payment and extensions of time in terms of the Project Contracts.

Certify final amounts due under the Construction Contracts.

Submit monthly status reports covering all aspects of his activities under this Agreement to the HRADF and the Awarding Authorities.

Construction Quality Control & Assurance (QA/QC)

The Consultant shall review the Quality Assurance System of Project Designer(s) and Contractor(s) and report to the HRADF and the Awarding Authorities, as to whether it

complies with the requirements of ISO/9001 or any other standard agreed by the Parties to the Project Contract and, if not provide the HRADF, the Awarding Authorities, the Designer(s), and the Contractor(s) with details of the non-compliance comments as soon as reasonably practicable.

Ensure compliance of the Contractor against the Project Quality Plan requirements, by implementing amongst other things a system of verification involving inspections and periodic checking (e.g: attend on/off inspections & tests and review relevant test results, etc)

Ensure compliance of the completed Construction Works with the HRADF's Requirements and prepare a list of snagging matters at the date of the Substantial Completion Certificate of each construction project.

Completion Certificates and Requirements

Inspect projects facilities in the completion period and as required by the Project Contract on receipt of a notice of the Project Contract and prepare the Taking Over Certificate in respect of any Construction Works as required and in accordance with the Project Contract or give notice to the HRADF and the Managing Authorities as required under the Project Contract. Support of HRADF & Awarding Authorities in the provisional and final handover procedures as well.

Issue a Handover Certificate as required and in accordance with the Project Contract for a particular package of Construction Works or the Consultant being satisfied that the Contractor has completed all Items (as that phrase is defined in the Project Contract).

Verify that the as-built drawings, other technical and design information, and completion records that are required to be provided to the HRADF/Awarding Authorities in respect of

completed Construction Works have been provided by the Contractor.

Environmental Requirements

Monitor the environmental permitting process for all projects, when required

Monitor compliance of Contractors works with the Environmental Terms of the projects

H&S Requirements

Approve of H&S plans submitted by the project Contractors

Monitor compliance of Contractors with H&S plans, regulations and national legislation in the projects by organizing regular site inspections.

Annex 2 – Project Team

[●]

Annex 3 - Project Expense Policy of the HRADF

1. Expense type and limits

The expenses covered by the Fund pertain to:

A. *Travel and living expenses for advisors that are away from home* , in other words expenses which pertain exclusively to the development project in which they are involved, as described in the cases below:

1. Advisors based abroad:

I) Air travel to/from the advisor's home base as well as domestic travel within Greece by air or a different means and living expenses in Greece, when the advisor travels to Greece for the purposes of the project.

II) Air travel to/from the advisor's home base, expenses for air travel or via a different means within the destination country and living expenses, when the advisor carries out trips abroad for the purposes of the project.

2. Advisors based in Greece:

I) Domestic air travel or via a different means as well as living expenses at the destination when travelling domestically for the purposes of the project.

II) International air travel with return as well as living expenses at the destination when travelling abroad for the purposes of the project.

In the table which follows, the corresponding maximum limits are described, which will be taken into account when calculating the expense budget during conclusion of contracts, multiplied by the estimated man days. In addition, the limits below will have to be taken into account when calculating the daily remuneration as well as for calculation of reimbursement for air travel when required. For contracts that have already been concluded, the limits below are taken into account for approval of the expenses made within the framework of the contracts already in effect.

Type of provision for each case	A. and B.i	A.ii and B.ii
Air travel	Economy Class	Economy Class
Accommodation	€ 130	€ 180
Daily living expenses¹	€ 50	€ 75
¹ :Living expenses means the cost of food and travel expenses on means of public transportation or by taxi in the event that no other means of transportation exists in the city/destination		

In cases where air travel is carried out in business class for reasons of the counterparty's policy, the maximum limits for compensation per destination are provided in the Table in Appendix 1. Cases of travel from destinations not included in the aforementioned Table will be examined on a case by case basis. In cases where air travel is carried out in business class for reasons of proven force majeure, these are exempt from the above policy and will be examined on a case by case basis.

In the event that the project requirements necessitate the use of a car, then kilometric compensation will be recognised, equal to €0.20 per kilometre, based on documentation.

B. Expenses for *printing, photocopies, teleconferencing, and other expenses required to cover the specific needs of projects* except for mobile telephone and other telephone contact expenses. Printing and photocopying expenses are not covered which result from the use of own means by the advisor, except solely if, for the purposes of the project, provision of services by a third party was required.

3. Conditions for covering advisor expenses

- It must be clear from the third party invoices the advisors provide as documentation for coverage of their expenses that these pertain to the specific development projects the latter are employed on.
- Travel expenses will be approved only if the corresponding documents have been issued in the name of the official or the company which is re-invoicing the expense to HRADF. Otherwise, they will not be covered by HRADF.
- Advisors are required to plan their trips in collaboration with the Project Manager in order to avoid charges for extraordinary travel.
- For the coverage of car rental expenses, pre-authorisation by the Project Manager and the Executive Director or the CEO is required.

4. Method of covering expenses

There are two alternative methods of covering advisor travel expenses:

- Through re-invoicing of travel expenses and the provision of related documentation.
- Through the payment of daily compensation, as well as compensation for each trip that the advisor carries out. In this case, the air travel and related cost must be determined, which will serve as the basis for determining compensation. Additionally, in this case, the price which will be paid by HRADF will be considered extra remuneration for the advisor.

5. Procedure for payment of expenses

The procedure for payment of advisor expenses on the part of HRADF includes the following steps:

DETAILED DESCRIPTION OF REGULATION/POLICY

- Provision of documentation, in other words photocopies of the invoices - expenses being re-invoiced, which must accompany the corresponding invoice.
- Solemn Declaration by the advisor's legal representative that the corresponding expenses have not also been invoiced to another client/other project of the advisor, and
- Approval by the Project Manager who will ensure that the above limits have been respected, as well as the purpose of the related travel expenses, in other words how necessary these were for carrying out the advisors' project.

The expenses are paid one month from the date of invoicing provided that problems did not arise during checking of these.

6. Exceeding of expense limits

HRADF will not cover costs and living expenses that exceed the agreed upon limits. Exceeding of the limit shall not be covered by HRADF, without prior notification and approval by the Project Manager and the Executive Director or the CEO.

7. Advisor contracts

New contracts must provide for:

- The expense limits which must be agreed upon prior to conclusion of the contract and must be referred to in the corresponding paragraph.
- A total budgeted for travel as well as living expenses to include travel expenses.
- The manner of handling expenses, either through re-invoicing of expenses or through payment of daily compensation, as well as agreed upon compensation per trip.

APPENDIX 1

TRIPS TO ATHENS PER DESTINATION

DETAILED DESCRIPTION OF REGULATION/POLICY

	Abroad	Price (€)
1	London	488
2	Larnaca	224
3	Rome	369
4	Istanbul	345
5	Paris	604
6	Milan	400
7	Zurich	430
8	Munich	640
9	Frankfurt	568
10	Brussels	508
11	Bucharest	350
12	Amsterdam	500
13	Doha	1175
14	Berlin	418
15	Moscow	560
16	Warsaw	393
17	Tel Aviv	425
18	Sofia	295
19	Cairo	280
20	Geneva	355
21	Belgrade	415
22	Vienna	375
23	Madrid	505
24	Copenhagen	465
25	Dusseldorf	425
26	Barcelona	440
27	Beirut	370
28	Kiev	355
29	Tirana	368
30	Amman	525
31	New York	1980
32	Stuttgart	428
33	Budapest	408
34	Stockholm	435
35	Abu Dhabi	1105
36	Dubai	1100
37	Izmir	265
38	Prague	465
39	Manchester	603
40	Malta	385
41	Hamburg	425
42	Tehran	555
43	Venice	440
44	Larnaca-Dubai	1098
45	Lyon	630
46	Bahrain	1065
47	Dublin	548
48	Toronto	2910

DETAILED DESCRIPTION OF REGULATION/POLICY

	Domestic	Price (€)
1	Thessaloniki	210
2	Santorini	245
3	Irakleio	205
4	Rodos	210
5	Chania	205
6	Mykonos	220
7	Mytilene	205
8	Chios	198
9	Corfu	200
10	Samos	200
11	Alexandroupoli	210
12	Kos	210
13	Paros	180
14	Milos	160
15	Ioannina	210
16	Kavala	205
17	Zakinthos	165
18	Naxos	180
19	Skiathos	180
20	Karpathos	210

1. PRICES ARE BASED ON THE CURRENT AIRLINE PRICING POLICY FOR ROUND TRIP TRAVEL. WHERE TRAVEL PERTAINS TO A ONE-WAY TRIP, THE PRICE IS SET AT ONE HALF OF THE PRICES LISTED ABOVE.

2. CALCULATION OF THE PRICES WAS CARRIED OUT BY CALCULATING THE DIFFERENCE BETWEEN THE HIGHEST PRICE AND THE AVERAGE PRICE PER DESTINATION.

Annex 4 - The Technical and Financial Offer of the Advisor