

Q&A - 3/2/2023

Submitted Question	HCAP Response
1. Please provide with the contract type and general clauses	The parties shall conclude a contract for the provision of services. You may find below certain basic terms, which constitute only minimum content and part of the content of the contract to be concluded.
2. Please provide with a template of a Payment schedule and Structure	According to the RfP (section IV. Budget) in the contract to be concluded with the Preferred Bidder, the Specialised Advisors and according to their corresponding financial offer, shall agree with HCAP on the payment structure per phase of the services contract. Relevant provisions regarding the payment schedule will be included in the contract to be signed.
3. In case of extension of time 12 months as per the EOI, how the fee will be calculated	<p>According to section III. Duration of the RfP, the services contract is for a period of 30 months, starting from the date of contract signature.</p> <p>HCAP retains the option (at its sole statement) and after considering the progress of the project, to extend it for a maximum of 12 months, after written notice to the Group of Advisors.</p> <p>The maximum budget of the RfP for the services described in the RfP cannot be amended, with the reservation of relevant provision of Directive 2014/24 on the modification of contracts during their term (article 72).</p>
4. How is the structure, stages and rules of the submission of documents during the contract	Please refer to section II. Scope of services of the RfP. Any corresponding deliverables per Phases A and B of the project will be submitted by the Advisor/ Group of Advisors to HCAP and after approval, the corresponding payments will be effected within 60 days, as per HCAP's policy, following invoicing.
5. How is the structure, methodology and schedule of the review and approval of documents	Please see above answer.
6. Confirm if a contract is not provided before the tender submission, a draft contract will be provided and teams will enter into a study, and analysis stage and teams will be able to withdraw.	According to section XI, par. 10, the award of the assignment is subject to the conclusion of a written contract. In case the preferred bidder fails to agree with HCAP on the terms and conditions of the contract within reasonable time, HCAP reserves its right at its exclusive discretion to nominate as preferred bidder and award the assignment to the substitute preferred bidder. In such case the award of assignment shall also be subject to the conclusion of a written contract.

Basic Terms of the contract to be signed:

TERMINATION OF THE AGREEMENT

HCAP 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.

In the event of termination of the Agreement, the portion of the Fee 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.

OBLIGATIONS OF THE ADVISOR – LIABILITY

The Advisor agrees and accepts that he 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 HCAP and to cooperate harmoniously with its staff, whenever this is deemed necessary for the provision of the Services.

Except in cases of force majeure, the Advisor shall compensate HCAP for any damage sustained by it because the Project/the Services were not implemented/provided in full compliance with the terms of the Agreement. The Advisor shall be, without any limitation, liable for any fault, whether by intent or negligence of any kind of same, in connection with or arising out of the Agreement. In case of a consortium, all members of the consortium shall be liable jointly and severally and without any limitation under the Agreement.

The Advisor shall use personnel 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 contractual obligations. The Advisor does not acquire towards HCAP and/or its officers, agents and/or employees, any right or claim for compensation, or indemnification, or other, for any reason or cause related to the Agreement. HCAP is liable to the Advisor only for incidents of willful misconduct or gross negligence of HCAP.

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.

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 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 HCAP has given its prior written consent thereto.

NON-DISCLOSURE - OWNERSHIP

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 in the course of providing the Services and fulfilling its obligations under the Agreement, subject to documents and information that have lawfully become public and to any notices and disclosures required on the part of the Advisor by law, regulation, court judgement, and any resolution of a competent regulatory or supervisory authority.

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 HCAP and shall not be disclosed to any third party without the prior written consent of the HCAP, even after the termination or dissolution of the Agreement. HCAP, at its complete discretion may use, disclose, share and/or publish the deliverables and reports of the Advisor.

PERSONAL DATA

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, as well as any Greek and European legislation regulating the protection of Personal Data and privacy.

In particular, in the context of and for the purposes of this Agreement, the Advisor, as Processor, may access/collect primarily and/or process personal data necessary for the provision of its Services. Therefore, a separate DPA shall be signed between the parties in this regard.

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 HCAP for breach of the legal framework for the protection of personal data and/or any term hereof.

GENERAL PROVISIONS

OVERALL AGREEMENT - VALIDITY OF CONTRACTUAL TERMS

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.

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.

WAIVER

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.

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 HCAP.

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

APPLICABLE LAW - DISPUTE RESOLUTION

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.