



**CONTRACT AGREEMENT FORM**

**AGREEMENT FOR**

**PHASE 1 PROJECT DEVELOPMENT**

**BETWEEN**

**EMPLOYER**

**AND**

**CONTRACTOR**



## Agreement on Project Development

### § 1 Parties

**Employer:** nn

Corp. ID

Address:

Representative:

("Employer" below)

**Contractor:** nn

Corp. ID

Address:

Representative:

Project manager

("Contractor" below)

### § 2 Background

The Employer and the Contractor have this day entered into an Agreement on the EPC Project (Principal Agreement), and this agreement, regarding Phase 1 Project Development, on the conditions stipulated in this agreement (hereinafter named "Agreement")

### § 3 Scope

The Contractor's liability can be seen in the list of contract documents in §4 .

### § 4 Contract documents

If the documents named below contain conflicting details they will apply, with amendment of ABT 06, Chap. 1 § 3, in the order given below provided circumstances do not clearly dictate otherwise.

01 Principal Agreement on the EPC Project dated dd-mm-yyyy, excluding contract documents 02, 03, 04, 05 and 06.

02 This Agreement on Project Development

03 Amendments in ABT 06 noted in the compilation in AFD.111

04 ABT 06

05 Proceedings from Procurement meeting dated dd-mm-yyyy

06 Tender dated dd-mm-yyyy



07 Tender documents for the EPC Project with annexes, dated dd-mm-yyyy.

### **§ 5 Remuneration**

Remuneration amounts to a fixed price of XX Lei including VAT (quantity  $m^2$  Atemp \* price Lei/  $m^2$  Atemp). A condition that the Contractor shall receive the agreed remuneration is that he must have submitted a complete Project Development report within the specified time frame to the Employer, whereby the result is to comprise the properties according to the property list AFB.22.04 and that none of the following alternatives arise.

1. The contractor is not entitled to remuneration for work carried out in Phase 1 in the event of him not following this Agreement.
2. The Employer is not either liable to pay remuneration to the Contractor if the Project Development report does not meet with the minimum requirement stipulated in the Tender Documents.
3. The Contractor is not either entitled to remuneration in the event of a straight pay-off period being longer than XX years.

### **§ 6 Project Development report**

After the implementation of project development, the Contractor is to summarise the result in the Project Development report according to the Tender Documents annexe "AFB.22.03.1 Description of Project Development report" and annexe "AFB.22.04.6 Excel-sheet displaying the calculations of energy savings as a part of project development report and calculations of actual energy savings" columns A to CW.

While the project development work is in progress, the Contractor shall present the result of the work continuously to the Employer at least every other week. The final project development report is not to include reservations that have not been agreed at the site meeting in Phase 1. Deviations from this will result in disapproval of the project development report in its entirety.

The Contractor shall present its report to the Employer's project group.

This report will be the basis of the Employer's decision regarding the use of options for Phase 2 and Phase 3.

### **§ 7 Time schedule**

The project development work shall start immediately after the signing of this agreement by both parties. The project development report is to be the Employer to hand by dd-mm-mmmm at the latest.

### **§ 8 Duration of contract**

This agreement comes into force when it has been signed by both parties and is valid until The Agreement on Project Implementation and Agreement on Project Follow-up have been signed by both parties, or if such an agreement is not entered into, when the Contractor has received remuneration in accordance with "§ 5 Remuneration".



**§ 9 Contract validity**

One condition for the validity of the agreement is that both parties sign the Principal Agreement on the EPC-Project.

**§ 10 Amendments and supplements**

This Agreement on Product Development with the superior Principal Agreement on the EPC Project, which is signed, constitutes the parties' full regulation of all issues affected by the Agreement.

For supplements and amendments in this Agreement to be valid, they must be in writing and signed by both parties, plus clearly specified as being a supplement to the Agreement. Should a stipulation in the Agreement or part thereof be found to be invalid, it shall not mean that the Agreement in its entirety is invalid but it shall, in so far as the invalidity substantially affects a party's benefits or performance according to the Agreement, instead be adjusted.

**§ 11 Disputes**

Contract disputes that cannot be solved by the parties alone shall be decided by general court at the Employer's place of residence unless the parties agree otherwise.

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This Agreement has been drawn up in two (2) identical copies, of which the parties have take one each.

Employer

Contractor

\_\_-\_\_-YYYY

\_\_-\_\_-YYYY

.....  
(Authorised signatory)

.....  
(Authorised signatory)