



CONTRACT AGREEMENT FORM

AGREEMENT FOR

PHASE 3 PROJECT FOLLOW UP

BETWEEN

EMPLOYER

AND

CONTRACTOR



Agreement on Project Follow-up

§ 1 Parties

Employer: NN

Corp. ID

Address:

Representative:

("Employer" below)

Contractor: NN

Corp. ID

Address:

Representative:

Project manager

("Contractor" below)

The Employer and the Contractor have this day entered into contract on the conditions specified in the agreement and annexes (called "Agreement" below)

§ 2 Background

This agreement connects to "Principal Agreement on the EPC Project", dated XX-XX-20XX, "Agreement on Project Development", dated dd-mm-yyyy, and "Agreement on Project Implementation", dated dd-mm-yyyy entered into by the same parties.

§ 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 ABFF 04, clause 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 Annexes 1 and 2 and contract details 02, 03, 04, 05 and 06.

02 This Agreement on Project Follow-up.



- 03 List of management objects ,
(list of components installed during phase 2) dated dd-mm-yyyy (to be established during Phase 2)
- 04 Operation and maintenance instructions according to list
(to be established during Phase 2)
- 05 Updated versions of saving calculations according to “Excel sheet displaying the calculations of energy savings a part of project development report”, AFB 22.04.6 (to be established during Phase 2)
- 06 Drawings and "as built" documents according to list
(to be established during Phase 2)
- 07 Minutes from the project development meeting dated dd-mm-yyyy.
- 08 Project development report containing documents according to list dated XX-XX-20XX
- 09 ABFF 04
- 10 Aff definitions 04
- 11 Proceedings from Procurement meeting dated dd-mm-yyyy
- 12 Tender dated XX-XX-20XX
- 13 Tender documents for the EPC Project, dated dd-mm-yyyy.

§ 5 Implementation

According to tender documents.

§ 6 Times

The Contractor shall start the management contract immediately after the last approved partial final inspection and approval of the total contract works regarding Phase 2.

End time: The second occasion the calendar year follow-up shows savings amounting to or exceeding the agreed total saving. However, the contract period is limited to XX years.

Annual contract meetings, during which annual reconciliation is done, shall be held during the final week of month of abcd, starting in yyyy at the Employer's establishment.

Annual follow-up shall be done by calendar year using the document AFB.22.10.3.

In addition, the Employer shall give an account of the follow-up for the time from contract approval Phase 2 up to and including 31/12 the year of approval. Reconciliation shall be done at the contract meeting to be held the final week of month of abcd, starting in yyyy at the Employer's establishment.



§ 7 Liability

According to tender documents.

§ 8 Financial

For his undertaking, the Contractor will be remunerated with a fixed price of XX,00 Lei per year (Lei/m² A-temp X m² A-temp), inclusive VAT.

For the period between contract approval Phase 2 and the end of the same calendar year, the Contractor will receive remuneration equalling one twelfth of the annual fee specified above per month or part thereof.

Annual remuneration is index linked. Remuneration is index-linked during the contract period for contract work according to the tender documents.

When recalculating the reference values, the reference prices after Phase 2 that apply dd-mm-yyyy are to be used.

Remuneration for recalculation of reference values due to work other than alterations and additional works will be XX.00 Lei/hr.

§ 9 Supplements and amendments

For supplements and amendments in this Agreement to be valid, they must be in writing and signed by authorised representatives of both parties, plus clearly specified as being a supplement or amendment to this Agreement.

Should a stipulation in this Agreement or part thereof be found to be invalid, it shall not mean that the Agreement in its entirety is invalid but it shall then, in so far as the invalidity substantially affects a party's benefits or performance according to the Agreement, instead be adjusted.

§ 10 Transfer of rights and obligations

One party is not entitled to transfer wholly or partially its rights or obligations without prior written permission of the other party according to the Principal Agreement. However, if the parties are agreed that in the event of one or more properties being sold, the new property owner or owners will have the right to take over that part of the Principal Agreement that applies to the affected properties.



§ 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.

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

Employer

__-__-yyyy

Contractor

__-__-yyyy

.....
(Authorised signatory)

.....
(Authorised signatory)