

**CONTRACT
FOR PROCUREMENT OF SERVICES
No.....**

This contract dated 11/19/17....., between:

1. **ContourGlobal Maritsa East 3 AD**, having its seat and registered office address in Sofia city, 48 Sitnyakovo Blvd, 9th floor, registered in the Registry Agency under UIC 130020522, Tax number BG 130020522, represented by Krassimir Nenov in his capacity of Executive Director and Quinto Di Ferdinando in his capacity of Member of the Board of Directors, hereinafter referred to as Contracting Authority, and

2. **Amec Foster Wheeler Environment and Infrastructure UK Ltd**, having its seat and registered office address in UK, WA16 8QZ, Knutsford town, Booths Park, Tax number GB 163 2707 74, represented by Adrian Sheikh in his capacity of opuhos Diabr hereinafter referred to as Contractor.

This contract is concluded as a result of conducted public procurement procedure through direct agreement, reg. No. 17100.

DEFINITIONS

In this contract unless the context otherwise requires, the following words and phrases shall have the following meanings:

“**Contract**” – this document with all the attachments and appendices;

“**Confidential Information**” shall mean any and all information of the Contracting Authority (including, without limitation by specification, any information relating to any activity of the Contracting Authority or any other party) that is disclosed to the Contractor in written, graphic, recorded, photographic or that is orally conveyed to the Contractor.

“**Affiliate**” of any person means any other person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with that person. The term “control” (including the terms “controlling,” “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

“**Person**” shall be broadly interpreted to include the media or any corporation, partnership, limited liability company, trust, association, joint venture, government or governmental or self-regulatory body or agency or other entity or individual.

“**Representatives**” means the officers, directors, employees, agents, representatives or advisors (including financial advisors, attorneys, accountants and other consultants) of the Receiving party and its subsidiaries.

3.2.1. the methodology note shall be within 3 weeks following the signing of the contract

3.2.2. DCA (Damage Costs Assessment) shall be within 8 weeks following the signing of the contract

3.2.3. A preliminary report, divided into sections corresponding to the pollutants and the type of analysis shall be 10 weeks following the signing of the contract, subject to prompt receipt and validation of the necessary input data requested by the CONTRACTOR within its offer reference 7165 (Appendix 2 to this Contract). Such initial input data request shall be provided by the Contractor within 1 week following the signing of the Contract.

3.2.4 All of the above milestones are subject to the Contracting Authority providing the CONTRACTOR with all data required to undertake the analysis in a timely manner, that there are no changes to the scope of the work as a result of the methodology note and are subject to the CONTRACTOR receiving all data analysis from its subcontractor. Further, the CONTRACTOR shall be entitled to withhold submission of the final report if the first installment payment has not been made in accordance with the provisions of Clause 2.3. In such case Clause 5.1 will not apply.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

The listing of specific rights and obligations of the Parties in this section of the Contract is non-exhaustive and does not affect the effect of other clauses in the Contract or the applicable law providing for rights and/or obligations of either Party.

General rights and obligations of the CONTRACTOR

4.1. The CONTRACTOR shall be entitled to:

1. receive remuneration in the amount, terms and conditions hereof;
2. seek and obtain from the CONTRACTING AUTHORITY the relevant assistance for the fulfillment of the obligations hereunder, as well as all relevant documents, information and data directly related or necessary for the completion of the Contract;

4.2. The CONTRACTOR undertakes to:

1. provide the Service and fulfill his obligations under this Contract within the agreed deadlines and in compliance with the Contract and the Appendices;
2. submit to the CONTRACTING AUTHORITY a report and revise it within the time period specified by the CONTRACTING AUTHORITY when the CONTRACTING AUTHORITY has requested it

General rights and obligations of the CONTRACTING AUTHORITY

4.3. The CONTRACTING AUTHORITY shall be entitled to:

of this agreement, disclose to any third party (including, without limitation, its representatives and affiliates) any such information, unless required under applicable law.

The Contractor agrees that he and his representatives will (i) use the confidential information solely for the purpose of performing their obligations under this contract and not for any other purpose and (ii) keep the confidential information confidential and not disclose it, in whole or in part, to any person without the prior written consent of the Contracting Authority. The Contractor and his representatives shall safeguard the confidentiality of the confidential information in the same manner and with the same level of care (but no less than reasonable care) that the Contractor uses in safeguarding and handling its own confidential and proprietary information. The Contractor shall be responsible for any breach of the terms of this contract (or any directions hereunder) by its representatives (in addition to and not in limitation of any right or remedy the Contracting Authority may have against such person) and shall take all reasonable measures (including court proceedings) to restrain its representatives from using or disclosing the Confidential Information in violation of or otherwise breaching or threatening to breach any of the provisions of this agreement.

Upon termination of the contractual relationship with the Contracting Authority, the Contractor shall hand over to the Contracting Authority all records, data, information, and any other documents produced or acquired during the performance of this contract and all copies thereof to the Contracting Authority.

Such material shall at all times remain the exclusive property of the Contracting Authority, unless otherwise agreed in writing.

Upon termination, the Contractor agrees to make no further use or utilization of any Confidential Information. The Contractor's obligations for confidentiality shall continue to be in force upon or after termination of this Contract.

The Contractor shall not be liable for disclosure of any such confidential information if the same is disclosed with the prior written approval of the Contracting Authority or is disclosed pursuant to the order or requirement of a court, administrative agency, or another governmental body.

8. SEVERABILITY

If any of the clauses of this contract is or becomes invalid, this does not affect the remaining part of the contract. In that case the invalid clause shall be considered replaced with a legally valid one in a way compatible with the applicable legislation.

9. GOVERNING LAW

Appendix 2 – Contractor’s Proposal (technical and price offer)

Appendix 3 – Record from negotiations dated 19.09.2017

Additional Appendices

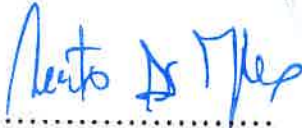
For Lot Two: Environmental cost benefit analysis of ContourGlobal Maritsa East 3 AD relating to the achievement of the emission levels specified in BATC

- CONTRACTING AUTHORITY’S Anti-corruption policy
- Supplier Code of Conduct
- Supplier Certificate – Sanctions Laws

CONTRACTING AUTHORITY:

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Krassimir Nenov
Executive Director

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Quinto Di Ferdinando
Member of the Board of Directors



CONTRACTOR:

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Adrian Shields
Operations Director