**Construction contract No**

**Ukraine, the city of Kyiv "\_\_\_"\_\_\_\_\_\_\_\_\_\_\_\_2024**

This Construction Contract Agreement No. dated "\_\_\_"\_\_\_\_\_\_\_\_\_\_\_\_2024 (hereinafter referred to as **the "Agreement"** ) is concluded between:

**CLIENT: " ... "** , a legal entity under the legislation of Ukraine, identification code of the legal entity ... Y/y UA ... .State Treasury Service of Ukraine, city ... , MFI ... located at the address: ... (hereinafter referred to as **the "Customer"** ), represented by the director ... acting on the basis of the Charter.

A separate unit of the foreign non-governmental organization "Union of Working Samaritans of Germany z.S. " (" ASB ") legal entity under the legislation of Ukraine, identification code of the legal entity …, Y/y …. in » MFO ... with its location at: ... (hereinafter referred to as " **Payer"** ), in the person of ..., acting on the basis of the Charter, on the other hand, and

**LLC " ... "** *,* a legal entity under the laws of Ukraine, identification code of the legal entity ... *,* located at the address: ... ( hereinafter referred to as **the "Contractor"** ), in the person of the director ... , acting on the basis of the Charter *,* from a third party,

Taking into account the mutual obligations and agreements set forth in this Agreement, the Customer, the Payer and the Contractor have entered into this Agreement regarding the following:

1. **DEFINITION OF TERMS**
   1. **The contract** is a document entitled "Construction Contract No. ... of "\_\_\_"\_\_\_\_\_\_\_\_\_\_\_\_2024, concluded between the Customer, the Payer and the Contractor for the purpose of performing the Work and all its integral parts (appendices, including Project documentation, additional agreements, etc.).
   2. **Manager** is a person designated as such by the Party to this Agreement in the text of this Agreement or in a separate document (letters, orders, etc.) and who is authorized to monitor the implementation of this Agreement by the relevant Party that appointed such a Manager and to perform other functions and/or powers defined by this Agreement.
   3. **The Contract Price** is the total amount of money to be paid by the Payer to the Contractor for the performance of the Works.
   4. **Day** is a calendar day, unless otherwise specified in the text of this Agreement.
   5. **Operational changes in the Works** - minor changes in the Works agreed by the Managers of the Customer, the Payer and the Contractor, which do not lead to an increase in the Contract Amount, do not deteriorate the quality of the Works and do not contradict the general essence of the Contract, as well as which do not result in an extension of the deadline for the completion of the Works and which must be carried out , to avoid delay in the Works.
   6. **Project documentation** – approved textual and graphic materials, which define urban planning, spatial planning, architectural, constructive, technical, technological solutions for the execution of Works on the object, as well as the estimate of the execution of Works on the Object. Project documentation is an integral part of the Agreement.
   7. **Subcontractor** - a person who provides labor and Resources, performs the Works on the basis of a separate contract with the Contractor or any other Subcontractor.
   8. **Object** ... ".
   9. **Works** - a complex of all construction and assembly and other works, as well as services, the organization and performance of which is provided by the Contractor at the Facility based on the terms of this Agreement and all its integral parts: Project documentation, appendices, additional agreements, etc., as well as legal requirements of Ukraine.
   10. **Technical supervision** - implementation by the Party authorized by this Agreement, by involving on a contractual basis the appropriate specialist, control over compliance with project decisions and construction norms and rules, as well as control over the quality of the performed Works and its scope during its execution.
   11. **Author's supervision** - the implementation by the Party authorized by this Agreement, by engaging the appropriate specialist on a contractual basis, to control the compliance of the Work with the Design Documentation.
   12. **Resources** - materials, structures, equipment, systems, mechanisms, machines, tools, equipment and other things that are necessary for the Contractor to perform the Works under this Agreement.
   13. **Disadvantages** – inconsistency of the results of the Work with the terms of this Agreement, including the requirements of all its integral parts: Project documentation, annexes, additional agreements, etc., construction regulations and rules, as well as other requirements of the current legislation of Ukraine.
2. **GOOD CONSCIENCE AND FAIR DEAL**
   1. In fulfilling their obligations under this Agreement, the Parties will act in accordance with the principles of good faith, reasonableness, justice and fair dealing. The provisions of this Agreement, as well as other statements and guarantees made by the Parties and related to this Agreement, must be interpreted in accordance with the principles of good faith, reasonableness, justice and fair dealing.
   2. Good faith, reasonableness, fairness and fair dealing in this context include, but are not limited to: the duty to cooperate, not to intentionally mislead, and to perform the Agreement for the mutual benefit of the Parties and the achievement of each Party's own purpose of entering into this Agreement (Chapter 3) , which in particular, although not exclusively, requires the Parties to:
      1. to exchange information important for the other Party, taking into account the confidentiality obligations of the terms of the Agreement;
      2. to warn about possible consequences (of proposed actions), including their impact on future fulfillment of obligations;
      3. avoid unnecessary interference in the activities of the other Party;
      4. respond to requests in a timely manner, if possible, without delaying the progress of the Job.
   3. When signing this Agreement, the Customer, the Payer and the Contractor declare and guarantee that:
      1. The parties are legal entities registered in accordance with the current legislation of Ukraine and are bona fide subjects of civil legal relations.
      2. The Agreement is such that it corresponds to the reality and intentions of all Parties, and is a binding legal obligation for each of them, the violation of which is a condition for applying the sanctions provided for by the Agreement and the current legislation of Ukraine against the guilty Party.
      3. The parties have received all approvals, licenses, approvals, permits, registration records, regulations and other permitting documents that are necessary for the execution and execution of this Agreement.
      4. There are no pending court cases that could significantly negatively affect the fulfillment of the terms of this Agreement by any of the Parties.
      5. The parties undertake to ensure the stability and uninterrupted performance of the Works during the entire term of the Agreement.
      6. The contractor guarantees the proper quality of the Works and the Resources used in the Works, their compliance with state standards and undertakes to provide them with the necessary certificates, technical passports and other documents certifying their quality.
      7. During the warranty period, the contractor guarantees the appropriate quality of the Resources, the results of the Work and the possibility of proper operation of the Facility during the warranty period at a level not lower than that established by this Agreement, current state building regulations and other norms and rules, other acts of the legislation in force in Ukraine, which contain requirements to the quality of work of this kind .
3. **SCOPE OF THE CONTRACT. PURPOSE OF THE AGREEMENT**
   1. The Contractor undertakes to perform the Works at the Facility owned by the Customer, the Customer undertakes to accept the duly completed Works in accordance with the requirements of this Agreement, and the Payer undertakes to pay the Contract Price in accordance with the terms of this Agreement.
   2. The purpose of this Agreement is: ... "which is carried out in 2024.
      1. Receipt by the Customer of the results of the completed Works on the Object owned by the Customer (under his control or management) in order to enable its further operation as intended.
      2. The Contractor's receipt of profit and the Contractor's fulfillment of the obligation to provide all the necessary workforce, all the necessary Resources and properly perform the Works within the time frame stipulated by the Agreement. The contractor undertakes to perform the Works in accordance with the requirements set forth in the Contract, building regulations and rules, other acts of the legislation of Ukraine and in accordance with such requirements that reasonably follow from the content of specific works.
      3. Payment by the Payer for the Contractor's Works, in accordance with the purpose and goals of the Payer's activity, which does not involve the Payer receiving any profit, reward, benefit or compensation from the Parties to this Agreement or third parties.
   3. The Agreement and all its integral parts are mutually complementary, and the requirements contained in each such document have the same effect as if they were contained in all such documents at the same time.
4. **RIGHTS AND DUTIES**
   1. **The customer undertakes:**
      1. Provide the Contractor with the necessary information for the execution of this Agreement.
      2. Assist the Contractor in the performance of the Works under this Agreement.
      3. Provide the Contractor's and/or Subcontractor's employees with access to the Facility during working hours, namely: from Monday to Friday from 9:00 a.m. to 6:00 p.m., in the event of a change in working hours, the Contractor must notify in writing and agree to The customer's schedule of working hours *.*
      4. Provide premises at the Facility and/or on its territory for storage of purchased and supplied Resources for the performance of the Works (at the same time, the Contractor, who is responsible for such storage, is obliged to ensure proper storage of such material resources).
      5. To provide the Contractor, on a free basis, with related Works services: provision of the opportunity to use water supply systems, electricity supply, provision of access to toilets and places for temporary storage of construction waste.
      6. Provide the Contractor with the front of the works, transfer the permit and other documentation if it is provided for by the Contract or the legislation of Ukraine.
      7. Ensure receipt of all necessary initial data for carrying out Works at the Object; obtaining and registering all necessary documents of a permitting nature, which are related and necessary for the implementation of this Agreement and which, in accordance with current legislation, the Customer must receive, including those documents that give the right to perform preparatory and/or construction works at the Object .
      8. Do not hinder and facilitate the conditions for construction and assembly works.
      9. Notify the Contractor and the Payer about the occurrence of any circumstances that threaten the performance of the Agreement in full or in any of its separate parts, among other things, to notify both about the circumstances that arose due to the fault of the Customer and about the circumstances that were the result of active actions or inaction of the Contractor or any other third parties.
      10. Provide the Contractor and/or the Payer at their request with any information and data available to the Customer that are necessary for the implementation of this Agreement.
      11. Sign the acts of completed works within 5 (five) working days from the date of their receipt from the Contractor, or at the same time provide the Contractor with reasoned objections to the act of completed works in writing.
      12. Perform other duties provided for by this Agreement and/or current legislation of Ukraine.
      13. Refuse to accept the completed Works in the absence of the Payer's written consent on compliance of the completed Works with this Agreement, project documentation and approval of their acceptance.
   2. **The customer has the right to:**
      1. To carry out control over the progress, quality, cost, terms and scope of the execution of the Works during the entire period of their execution (without limitations on the number of inspections and without limitations on their time).
      2. Check the quality of the Resources used by the Contractor during the performance of the Works on the Facility provided for by this Agreement (without limitations on the number of inspections and without time limitations).
      3. Control the correctness of the management of executive documentation in accordance with the current legislation of Ukraine (without restrictions on the number of inspections and without limitations on their time).
      4. Refuse to accept completed Works in the event of discovering their Deficiencies until the time such Deficiencies are completely eliminated by the Contractor's efforts and at the expense of the Contractor.
      5. Demand from the Contractor free of charge elimination of Work Deficiencies within the period established in accordance with the terms of this Agreement.
      6. In the event that the Contractor refuses to eliminate identified Work Deficiencies or delays their elimination within the period established in accordance with the terms of this Agreement, the Customer has the right to eliminate them by his own efforts and at his own expense. In this case, the Customer's expenses and damages caused to the Customer shall be reimbursed by the Contractor at his request in full within 5 (five) working days from the day the Customer sends the relevant request to the Contractor.
      7. Upon written agreement with the Payers, suspend the Works in the cases specified in this Agreement.
      8. Initiate changes to the Project documentation before the start of the Works or during their execution.
      9. The customer also has other rights stipulated by this Agreement and/or acts of the current legislation of Ukraine.
   3. **The contractor undertakes:**
      1. Perform the Works in full, with high quality and on time, in accordance with this Agreement.
      2. Strictly comply with the state building regulations and rules of Ukraine, work performance technology, labor protection legislation, safety and fire safety rules during the Works, ensure the availability of fire extinguishing equipment during the Works, etc.
      3. Strictly observe the internal rules of stay established at the Facility.
      4. Within 5 (five) working days from the date of receipt of the Customer's and/or Payer's request, fulfill such requests of the requester, and in case of receiving a request to provide information on the status of the work, within the same period of time notify the Customer and/or the Payer about the progress of the Works, provided for in this Agreement.
      5. Within 5 (five) working days from the date of receipt of the request of the Customer and/or the Payer to provide the documents requested by the Customer and/or the Payer in originals and/or their copies, depending on the request of the Customer and/or the Payer, which directly or indirectly relate to the performance terms of this Agreement (in particular, but not exclusively: certificates, contracts, licenses, acts, invoices, estimates, etc.), which in one way or another relate to this Agreement and are necessary for the Customer and/or the Payer for accounting, tax accounting or for other purposes that the Customer and/or the Payer are determined independently and are not obliged to notify the Contractor .
      6. Immediately, but in any case no later than 24 (twenty-four) hours from the moment of discovery, notify the Customer and the Payer in writing about the existence of circumstances that prevent the Contractor from fulfilling its obligations under this Agreement.
      7. Carry out cleaning and removal of construction and other waste by own forces and means.
      8. To ensure unimpeded access for the Customer, the Payer, their Managers and persons carrying out Author and Technical supervision to carry out the necessary checks and control the quality and state of the Works, the quality of the Resources used by the Contractor during the execution of the Works provided for in this Agreement, the correctness of the executive documentation in accordance with current legislation of Ukraine, etc.
      9. To be responsible for the result of the execution of the Works by Subcontractors.
      10. Timely eliminate Work Deficiencies identified by the Customer and/or Payer or their Managers, persons performing Author and Technical supervision, relevant state bodies, etc.
      11. To ensure the acquisition of the Resources necessary for the performance of the Works under this Agreement.
      12. Obtain all necessary permits, licenses, approvals, etc., if such are necessary for the Contractor to perform the Works under this Agreement.
      13. Within 5 (five) calendar days from the moment of execution of the Works (parts of the Works), draw up, sign and provide the Customer and the Payer with the relevant certificate of the completed works.
      14. Perform other duties provided for by this Agreement and/or current legislation of Ukraine.
   4. **The contractor has the right to:**
      1. To receive payment for the completed Works in a timely manner and in full in accordance with the acts of completed works and other terms of the Agreement.
      2. Involve, with the written consent of the Customer and the Payer, Subcontractors in the execution of the Agreement.
      3. For early execution of the Works with the written consent of the Customer and the Payer.
      4. The contractor also has other rights stipulated by this Agreement and/or acts of the current legislation of Ukraine.
   5. **The payer is obliged to:**
      1. Timely and in full to pay for the Works duly performed by the Contractor and accepted by the Customer and the Payer, carried out in accordance with the terms of this Agreement.
      2. Sign the acts of completed works within 5 (five) working days from the date of their receipt from the Contractor, or at the same time provide the Contractor with reasoned objections to the act of completed works in writing.
      3. Make payments for the completed Works within the terms established by this Agreement, after providing duly executed and signed acts of the completed works and/or provide advance payment, if this is provided for by the terms of this Agreement.
      4. At the Contractor's request, provide documents confirming payment.
   6. **The payer has the right to:**
      1. Monitor the progress, quality, cost, terms and scope of the Works during the entire period of their execution (without limitations on the number of inspections and without limitations on their time).
      2. Check the quality of the Resources used by the Contractor during the performance of the Works on the Facility provided for by this Agreement (without limitations on the number of inspections and without time limitations).
      3. Control the correctness of the management of executive documentation in accordance with the current legislation of Ukraine (without restrictions on the number of inspections and without limitations on their time).
      4. Has the exclusive right to ensure the implementation of Technical supervision during the implementation of Works on the Object by involving a person who has a qualification certificate issued by the architectural and construction certification commission in accordance with the legislation of Ukraine or another document provided for by the legislation of Ukraine, which allows such a person to carry out Technical supervision in accordance with the provisions current legislation of Ukraine.
      5. Refuse to accept and approve the acceptance of completed Works (parts of Works) in the event that their Deficiencies are discovered until such Deficiencies are completely eliminated by the Contractor's efforts and at the expense of the Contractor.
      6. Refuse to pay for the finished Works (parts of the Works) in the event that their Deficiencies are discovered until such Deficiencies are completely eliminated by the Contractor's efforts and at the expense of the Contractor.
      7. Demand from the Contractor free of charge elimination of Work Deficiencies within the period established in accordance with this Agreement.
      8. In the event that the Contractor refuses to eliminate identified Work Deficiencies or delays their elimination within the period established in accordance with the terms of this Agreement, the Payer has the right to eliminate them by his own efforts and at his own expense. In this case, the Payer's expenses and damages caused to the Payer shall be reimbursed by the Contractor in full within 10 (ten) working days from the day the Payer sends the corresponding claim to the Contractor.
      9. To suspend or stop the Works in the cases defined by this Agreement.
      10. Initiate changes to the Project documentation before the start of the Works or during their execution.
      11. Unilaterally ahead of time to terminate ( terminate unilaterally , refuse unilaterally ) the Contract in the manner stipulated by the Contract, if there is violations on the part of the Contractor and demand from The contractor reimbursement damages caused by such unilateral termination ( unilateral termination , unilateral refusal ) of the Agreement .
      12. Unilaterally prematurely terminate (unilaterally terminate, unilaterally refuse) the Agreement in other cases stipulated by this Agreement.
      13. Suspend and/or permanently stop payment under this Agreement in the cases stipulated by this Agreement.
      14. The payer also has other rights stipulated by this Agreement and/or acts of the current legislation of Ukraine.
5. **PROVISION OF PROJECT DOCUMENTATION.**

**AUTHOR AND TECHNICAL SUPERVISION**

* 1. By concluding this Agreement, the Contractor declares that he is familiar with the Project Documentation and has no unresolved issues and/or comments and/or suggestions regarding the Project Documentation.
  2. By entering into this Agreement, the Contractor declares that he has visited the Facility, familiarized himself with the conditions under which the Works will be performed, and has no unresolved issues and/or comments and/or suggestions in this regard.
  3. Technical supervision of the execution of the Works is provided by engaging on a contractual basis a person who has a qualification certificate issued by the architectural and construction certification commission in accordance with the legislation of Ukraine or another document provided for by the legislation of Ukraine, which allows such a person to carry out Technical supervision in accordance with the provisions of the current legislation of Ukraine.
  4. The contractor does not have the right to provide technical supervision within the framework of this Agreement.

1. **WORK QUALITY OF WORK. ELIMINATION OF DEFECTS**

**WARRANTY OBLIGATIONS**

* 1. The scope and composition of the Works (quantitative and qualitative indicators) is determined by the Terms of Reference, which is Appendix No. 1 to the Agreement and an integral part of the Agreement.
  2. The terms of reference include works provided for by the Design Documentation or part thereof, and may also include other works that are not expressly provided for by the Design Documentation, but the implementation of which the Parties have agreed in writing within the framework of this Agreement.
  3. The contractor performs the Works using its own labor force and its own Resources.
  4. In any case, the Contractor is obliged to perform the Works provided for in this Agreement, the quality of which corresponds to the Design Documentation and the requirements of the current legislation of Ukraine. All Resources and performed Works must meet the requirements of this Agreement and the requirements of the current legislation of Ukraine.
  5. The Contractor is responsible for the quality of the Resources and/or performed Works.
  6. The Contractor may improve the quality of the Resources and/or performed works upon written agreement with the Customer and the Payer.
  7. The Customer and/or the Payer, regardless of the implementation of Technical Supervision, have the right to monitor the progress, quality, cost, terms and scope of the Works during the entire period of their execution; to check the quality of the Resources used by the Contractor during the performance of the Works on the Facility stipulated by this Agreement; control the availability and correctness of executive documentation in accordance with the current legislation of Ukraine; check the availability of documents certifying the quality of used Resources; to participate in checks of the correctness of execution and acceptance of hidden works; monitor the Contractor's implementation of instructions and prescriptions of authorized state bodies; to carry out other actions necessary to control the progress and quality of execution of the Works within the framework of this Agreement.
  8. The contractor guarantees the operation of the Facility during the warranty period, which is *5 (five)* years from the date of acceptance of the Facility into operation in accordance with the procedure provided for by the current legislation of Ukraine.

If, after completion of the Works, in accordance with the norms of current legislation, the Object is not subject to acceptance into operation (receipt of a permit document confirming its acceptance into operation), then the warranty period begins on the date of acceptance by the Customer and the Payer of all the performed Works provided for in this Agreement, in the order, that is provided for in this Agreement.

* 1. In the event that the Customer discovers Defects in the completed Works during the warranty period, he informs the Contractor about them so that the latter can eliminate the identified Defects by his own efforts and at his own expense.
  2. The warranty period is extended for the time of elimination of identified Defects in the completed Works.
  3. After a written notification by the Customer and/or the Payer or the person carrying out technical supervision of the Contractor about the detection of Defects, the Contractor, on the date and time specified in such notification (but not earlier than 5 (five) days from the date of sending the notification) shall make at the Object together with the Customer and the Payer, an act on the list of deficiencies, the procedure and deadlines for their elimination.

Such notification is carried out by sending a valuable letter to the Contractor's postal address or by e-mail to the address specified in the details of the Agreement.

* 1. If the Contractor refused to take part in drawing up the act on the list of deficiencies, the procedure and deadlines for their elimination or did not appear for its drawing up, the Customer and/or the Payer have the right to draw up such an act independently and can, if necessary, involve independent experts or specialists for this . After drawing up such an act, it is sent by the Customer and/or the Payer by registered letter to the Contractor's address, and such an act is binding for the Contractor to perform.
  2. The contractor is obliged to eliminate the identified Deficiencies in accordance with the provisions of the act on the list of deficiencies, the procedure and deadlines for their elimination.
  3. In the event that the Contractor refuses to eliminate the detected Defects or delays their elimination within the period established in accordance with the terms of this Agreement, or avoids receiving the act drawn up by the Customer and/or the Payer, the Payer and/or the Customer has the right to notify the Contractor of the suspension of work and all payments within the framework of this Agreement for the period determined by the Payer and/or the Customer independently and to eliminate the Defects by themselves and at their own expense or with the involvement of third parties, with the imposition of all costs and losses on the Contractor, who is obliged to pay such costs and losses in full in the terms are determined by this Agreement.
  4. If there is a dispute between the Parties regarding the elimination of Defects or their causes, an independent examination may be conducted at the request of any Party. Funding of the costs associated with conducting such an examination is the responsibility of the Contractor. If, as a result of the examination, it is established that the Contractor has not violated the terms of the Agreement or there is a causal connection between the Contractor's actions (inaction) and the identified Defects, in such a case, the costs associated with the examination shall be reimbursed to the Contractor and the Party that requested the examination.
  5. Performer of the examination provided for in clause 6.15. of this Agreement is agreed upon by a joint decision of the Parties (by a simple majority of votes, based on the calculation that each Party has 1 vote when choosing an expert organization).

1. **CONDITIONS OF EXECUTION OF WORKS**
   1. The Contractor shall begin the Works within the time limits determined in accordance with the Calendar schedule for the performance of works approved by the Parties, which is Appendix No. 2 to the Agreement and an integral part thereof.
   2. The deadlines for the execution of the Works (parts, stages, stages, etc.) are determined by the Schedule of Works, which is Appendix No. 2 to the Agreement and is an integral part thereof.
   3. The terms of execution of the Works may be changed by mutual agreement of the Parties, unless otherwise provided for in this Agreement.
   4. Before the start of the Works, the Customer is obliged to ensure that all necessary initial data are obtained for the Works at the Object; development (if the other Party to this Agreement is not responsible for the development of the Project Documentation), approval and approval of the Project Documentation; receipt and registration of all necessary documents of a permissive nature, which are related and necessary for the implementation of this Agreement and which are obtained in accordance with the law by the Customer, including, but not limited to, documents giving the right to perform preparatory and construction works on the Ob' objects
   5. The parties agreed that the Customer at the Facility provides the Contractor with:
      1. the possibility to use the water supply system in the Facility for the needs of the Works;
      2. the possibility to use the power supply system in the Facility for the needs of the Works;
      3. provides access to toilets;
      4. provides a place for the temporary storage of construction waste, which the Contractor undertakes to remove by his own efforts and at his own expense no later than the last day of the term of the Works;
   6. The contractor performs work in accordance with the Terms of Reference , Project Documentation and in accordance with other requirements of this Agreement and the requirements of the current legislation of Ukraine.
   7. The contractor bears full responsibility for its employees and subcontractors (if they are involved), in particular, ensures that employees comply with safety regulations, fire safety regulations, etc. on these issues, etc. The Customer and/or the Payer have the right to conduct inspections of compliance with any safety rules at the Facility and to demand the development and implementation of effective corrective and preventive actions when violations of safety rules and regulations are detected at the Facility.
   8. The contractor ensures complete, high-quality and timely maintenance of the executive documentation provided for by the applicable legislation, and the Customer and/or the Payer at any time upon first request have the right to familiarize themselves with such executive documentation and the order of its maintenance. The requirements of the Customer and/or the Payer regarding the detected violations are entered in the logbook of the performance of works.
   9. The contractor shall hand over the executive documentation to the Customer no later than the last day of the completion of the Works or on the day of termination of this Agreement.
   10. No later than the last day of the deadline for the completion of the Works or the day of termination of this Agreement, the Contractor is obliged to free the Object from garbage and Resources. If the Contractor does not do this within the specified time, all Resources left on the territory will be considered garbage and the Customer has the right to vacate the territory on its own or with the involvement of third parties. Compensation for costs incurred by the Customer for the removal of abandoned garbage is carried out at the expense of the Contractor. The Customer does not bear any responsibility for the property of the Contractor in the event of late release of the Object by the latter.
   11. The payer may make a decision to slow down the pace of work, stop or speed it up for no more than *5 (five)* working days by notifying the other Parties without the need to make appropriate changes to the Work Schedule, which is Appendix No. 2 to the Agreement and its an integral part.
   12. In the case of stopping the work at the direction of the Payer or the Customer, the Parties are obliged to draw up an act on the actually performed Works. After drawing up such an act, the Parties must, within 10 (ten) working days, make mutual settlements, taking into account the Works properly performed by the Contractor in accordance with the terms of this Agreement.
   13. The Payer shall notify the other Parties of the Agreement about the resumption of work no later than 10 (ten) working days before their resumption.
2. **PROCEDURE FOR RECEIVING AND TRANSFERRING WORKS**
   1. The parties have reached an agreement and agreed on what is provided for in this Agreement and the Project DocumentationThe works are subject to acceptance only and exclusively after their full and proper execution, but in order to control the progress of the stages (parts) of the Works and finance the Contractor's activities, the Parties will draw up and sign intermediate (phased, partial) acts of the completed works, in accordance with the rules of clauses 8.2 .-8.4. of this Section.
   2. The contractor not later than the 5th (fifth) day of each month notifies the Customer, the Payer and the person performing technical supervision about the Works (parts thereof) that were performed as of the last day of the previous calendar month and draws up , signs and provides the Customer, the Payer and to the person performing Technical Supervision, the corresponding number of acts of completed works.
   3. Within 5 (five) working days from the date of receipt of the act of completed works (part thereof), the Customer, the Payer and the person performing Technical Supervision are obliged to accept the completed works or provide a reasoned refusal to accept them.
   4. In the event that Defects are discovered in the process of acceptance of the completed Works, the Parties shall act in accordance with the provisions of clauses 6.9.-6.16 of this Agreement.
   5. The fact of the proper execution of the Works is recorded in the act of completed works, which is drawn up after the completion of all the works provided for in this Agreement and the Design Documentation, signed by the Contractor, the Customer, the Payer and the person who carries out Technical Supervision.

The presence of intermediate (staged, partial) acts of completed works does not release the Parties from the obligation to accept the Works as a whole after their complete execution and transfer by the Contractor to acceptance by the Customer and the Payer, similarly, the presence of intermediate (staged, partial) acts of completed works does not relieve any Party the right during the acceptance of the Works as a whole to make claims about the non-compliance of such Works with this Agreement and, in particular, the presence of such intermediate acts cannot testify to the conformity and propriety of such intermediate works during the acceptance of the Works as a whole.

* 1. Acceptance of the Works as a whole can be carried out after preliminary testing and/or acceptance of the works by a special commission, if this follows from the nature and specifics of the works. In this case, acceptance of the Work can be carried out only in the case of a positive result of the preliminary test and/or the conclusion (act) of the special commission.
  2. The customer is the owner of the performed Works from the moment of signing the final act of performed works.

1. **SUBCONTRACTORS**
   1. The Contractor may engage Subcontractors to perform the Works upon written agreement with the Customer and the Payer.
   2. The conclusion of subcontracts does not create any legal relationship between the Customer and/or the Payer and the Subcontractor and does not establish any additional obligations for the Customer and/or the Payer.
   3. The Contractor remains responsible to the Customer and/or the Payer for the Works performed (performed) by the Subcontractor.
   4. The Contractor has the right to enter into contracts with Subcontractors only after obtaining written consent from the Customer and the Payer, while the Contractor undertakes, when concluding such contracts with Subcontractors, to define them as an essential condition of the Subcontractor's obligation to refrain from making any demands on the Customer and/ or the Payer, related to the execution of the corresponding subcontract.
   5. Acceptance of the Works performed by Subcontractors is carried out by the Contractor with subsequent transfer of these Works to the Customer and the Payer in the manner provided for in this Agreement.
2. **MATERIAL AND TECHNICAL SUPPLY OF THE WORKS.**

**WORKFORCE**

* 1. Procurement, receipt, storage, storage and preservation of the Resources necessary for the execution of the Works shall be carried out by the Contractor. The contractor is responsible for the quantity, quality, completeness and timeliness of the supply of Resources.
  2. The risk of accidental destruction, damage or loss of Resources is borne by the Contractor.
  3. The Customer and/or the Payer have the right to control the quality and quantity of Resources, their compliance with the requirements of this Agreement and the requirements of the current legislation of Ukraine.
  4. The Contractor shall not have the right to use the Resources necessary for the execution of the Works for the execution of works at other objects.
  5. During the execution of the Work, the Contractor is obliged to use Resources that have certificates of conformity.
  6. The Contractor shall be responsible for engaging any necessary employees in sufficient numbers and with appropriate qualifications to perform the Works.
  7. The contractor must comply with the requirements of the labor legislation of Ukraine, create safe conditions for work and rest at the Facility, conduct appropriate briefings in accordance with the norms of the current legislation.
  8. The contractor is responsible for all the actions of his employees at the site of the Works, takes the necessary measures to prevent them from violating technological and production discipline, labor protection rules during work, public order, fire safety rights and/or other violations of current legislation.
  9. The contractor is obliged to ensure the use during the execution of the Works of only serviceable and safe equipment, machines, mechanisms, tools, etc., in accordance with the recommendations and warnings of the manufacturers of such equipment, machines, mechanisms, tools, etc.
  10. The contractor is obliged to ensure the use of high-risk works in accordance with the requirements of current legislation.
  11. The Customer and/or the Payer has the right at any time to check the state of labor protection during the performance of works by the Contractor, compliance with the rules and norms of labor protection.

1. **CONTRACT PRICE. SETTLEMENT PROCEDURE**
   1. The price of the Contract is determined in the Terms of Reference, which is Appendix No. 1 to this Contract and its integral part. The Contract Price is equal to the total actual cost of all Works properly performed by the Contractor and includes all necessary material resources, equipment, tools and associated costs necessary for their implementation in accordance with the terms of this Contract and may not exceed the amount specified as the Price of the Agreement in the Terms of Reference.
   2. The price of this Agreement in any case is a fixed price (firm estimate) and can be changed only upon the agreement of the Parties with the execution of an additional agreement to this Agreement.
   3. All expenses not taken into account by the Project documentation , in particular, but not exclusively: regarding loading and unloading and logistics works, wages, the amount of necessary Resources and any others are covered by the Contractor.
   4. The Contract Price includes all costs, taxes and fees paid or to be paid by the Contractor , the Payer and the Customer . The price of the Agreement is sufficient for the proper, high-quality and timely performance of the Works under this Agreement.
   5. Payment is made by the Customer by non-cash transfer of funds to the Contractor's current account for the actually performed Works (part of the Works) within 10 (ten) working days from the date of signing by the Customer, the Payer, the Contractor and the person performing Technical Supervision of the corresponding (interim) act of the completed works. A security deposit of 5% is deducted from each payment. Withheld funds will be transferred to the Contractor after the end of the warranty period for a period of 3 (three) months after signing the final act of completed works.
   6. All calculations between the Parties are carried out in the national currency of Ukraine - hryvnia.
   7. The payer makes payment for the performed works in non-cash form by transferring funds to the Contractor's current account specified in section 20 of this Agreement.
   8. The parties agreed that the Payer's obligations to pay any payments provided for in this Agreement will be considered fulfilled from the date of debiting the funds from the Payer's current account. As confirmation of the payment made, the Payer, at the request of the Contractor and/or the Customer, is obliged to provide a copy of the payment order or other document confirming the withdrawal of funds from the Payer's current account.
   9. Works (Part of Work) performed with Payment Deficiencies are not subject to full elimination of such Deficiencies.

The Payer has the right to unilaterally reduce the Contract Price by the price of the Works (parts of the Works) performed with Defects, in the event that the Contractor performs the Works (parts of the Works) with Defects and if the Contractor has not eliminated such Defects in the manner and within the terms specified in accordance with the terms of this Agreement.

The Payer has the right to unilaterally withhold from the sums of money payable by the Payer to the Contractor for the completed Works (parts of the Works), expenses and losses incurred by the Payer in connection with the elimination of the Contractor's Defects by his own efforts.

* 1. In the event of an increase in the exchange rate of the Swiss franc to the hryvnia, established by the National Bank of Ukraine, by more than 10 (ten) % (percent) compared to the exchange rate of the Swiss franc to the hryvnia, which was established on the date of conclusion of this Agreement - the value of uncompleted Works (on the date of conclusion of the relevant of the additional agreement) may be changed by agreement of the Parties with the obligatory execution of an additional agreement to this Agreement.

1. **RISKS AND THEIR INSURANCE**
   1. The Contractor bears the risk of destroying or damaging the results of the Works, including those performed by Subcontractors, from the beginning of their execution until the commissioning of the Facility or the signing of the final act of completed works, if commissioning of the Facility is not required .
   2. The contractor bears the risk of destruction or damage to the results of work on the elimination of Defects discovered after putting the Object into operation (within the warranty period), during the period of such elimination of Defects.
   3. The Contractor bears the risk of accidental destruction or damage to the Object during the execution of the Works under this Agreement.
   4. The Contractor bears the risk of destruction or damage to the Resources necessary for the execution of the Works under this Agreement from the beginning of the execution of the Works or the purchase of such Resources and before the commissioning of the Facility.
   5. The contractor is obliged to take the necessary measures to prevent accidental destruction or damage to the property specified in this section of the Agreement. If any loss or damage to the property defined in this section of the Agreement occurs and the risk of such loss or damage at that time will be borne by the Contractor, the latter shall, within the period agreed with the Customer and the Payer, eliminate them at his own expense and ensure that the results of the Work comply with the terms of this Agreement .
   6. In the case of accidental destruction or damage to the Object, further actions are determined by a joint decision of the Customer and the Payer regarding the expediency and conditions of continuing the Works.
   7. Insurance of risks related to the Contractor's activities is carried out by him at his own discretion and at the expense of his own funds.
2. **RESPONSIBILITIES OF THE PARTIES.**

**ENSURING THE FULFILLMENT OF OBLIGATIONS**

* 1. For non-fulfillment or improper fulfillment of its contractual obligations, the guilty Party shall pay to the injured Party the fines specified in the Agreement and compensate in full for damages in excess of the fines.
  2. For violation of the terms of execution of the Works (parts of the works), the Contractor shall pay to the Payer a penalty in the amount of 0.1 (zero whole one-tenth) % (percentage) of the value of the Works, the execution of which is overdue, for each day of delay.
  3. In case of violation by the Contractor of the terms of performance of the Works (parts of the works) for a period of more than 30 (thirty) days, such violation will be considered significant and in addition to the penalty stipulated in clause 13.2. of this Agreement, the Contractor shall pay to the Payer a penalty in the amount of 20 (twenty) % (percent) of the cost of the Works, the execution of which is overdue.
  4. In case of violation by the Contractor of the terms of elimination of Defects discovered during the execution of the Works, acceptance of the Works and/or the warranty period, the Contractor shall pay to the Payer a fine in the amount of 100 (one hundred) percent of the cost of the works performed with Deficiencies.
  5. In case of violation by the Contractor of the deadlines for the transfer of executive documentation provided for in this Agreement, the Contractor shall pay to the Payer a penalty in the amount of 0.1 (zero whole one-tenth)% (percentage) of the cost of the Works under this Agreement.
  6. In case of non-fulfillment or improper fulfillment by the Contractor of his obligations under this Agreement, the Payer has the right to apply operational and economic sanctions to the Contractor in the form of:
     1. unilateral refusal of the Payer to fulfill his obligation regarding any further payments (for previous or future Works), except for payments for actually properly performed works, with the Payer's release from any responsibility for this; or
     2. establishing unilaterally for the future additional guarantees of proper fulfillment of obligations by the Contractor in the form of a unilateral change in the procedure for payment of Work.
  7. The Payer shall apply operational and economic sanctions out of court without prior presentation of a claim. The Payer shall notify the Contractor and the Customer of the application of operational and economic sanctions to the Contractor by sending a written notification.
  8. If the Contractor violates any of the terms of this Agreement, the Payer has the right to suspend any payments under this Agreement until the Contractor eliminates the violations of the terms of this Agreement. The payer notifies the Contractor and the Customer about the suspension of payments by sending a written notification.
  9. The Payer has the right to withhold the sums of compensation, damages, fines, etc. due to him and thus satisfy any of his monetary claims to the Contractor by withholding the corresponding sums of money from those funds that are payable to the Contractor for the performance of the Works.
  10. Payment by the Party of fines, compensation and/or compensation for damages caused by breach of the Agreement does not release it from the obligation to perform this Agreement in kind, unless otherwise expressly provided by the current legislation of Ukraine or this Agreement.

1. **CIRCUMSTANCES OF FORCE MAJEURE**
   1. The Parties are released from responsibility for non-fulfillment or improper fulfillment of obligations under this Agreement in the event of force majeure circumstances that did not exist and could not be foreseen by the Parties at the time (date) of the conclusion of this Agreement, arose beyond the will of the Parties and contrary to all actions of the Parties directed to prevent their occurrence (inevitability), in particular, such circumstances can be recognized as: exceptional weather conditions and natural disasters (epidemic, strong storm, cyclone, hurricane, tornado, storm, flood etc.), blockades, military embargoes, disturbances, acts of terrorism, sabotage, piracy, riots, blockades, revolutions, mutinies, uprisings, mass riots, introduction of quarantine established by the Cabinet of Ministers of Ukraine, expropriation, forced seizure, seizure of enterprises, requisition, public demonstration, blockade, strike, etc.
   2. A party that cannot fulfill its obligations under this Agreement as a result of force majeure circumstances must notify the other Parties in writing of this fact no later than 15 (fifteen) working days from the date of their occurrence, providing adequate evidence of the existence and operation of such circumstances .
   3. Proper proof of the occurrence of force majeure circumstances and their validity period are the relevant documents issued by the authorities authorized to do so.
   4. In the event that the period of force majeure continues for more than 90 (ninety) calendar days, each of the Parties has the right to terminate this Agreement by sending the other Parties a corresponding written notice no later than 30 (thirty) days before the relevant date of termination of the Agreement .
2. **SETTLEMENT OF DISPUTES**
   1. All disputes arising from the implementation of the terms of this Agreement or in connection with the interpretation of the sections of the Agreement shall be resolved through negotiations.
   2. The parties confirm that this Agreement contains all the essential conditions provided for this type of agreement. None of the Parties will refer in the future to failure to agree on the essential terms of the Agreement as a reason to consider this Agreement not concluded.
   3. If any provision of this Agreement is found to be invalid, illegal or unenforceable, this will not affect the validity, legality and enforceability of the remaining provisions of this Agreement. An invalid, illegal or unenforceable provision is changed, interpreted or applied in such a way as to achieve a socio-economic result as close as possible to the socio-economic result that is part of the intentions of the Parties - the purpose of the conclusion of each of the Parties specified in Section 3 of this Agreement.
   4. In cases not provided for by this Agreement, the Parties are governed by the current legislation of Ukraine. The same rule applies in case of contradiction of this Agreement with the mandatory norms of the current legislative acts.
3. **PARTY MANAGERS. OPERATIONAL CHANGES IN WORKS**
   1. Each of the Parties must appoint its authorized Manager within 10 (ten) working days from the date of conclusion of this Agreement and notify the other Parties thereof by sending a written notification.
   2. Each of the Managers is appointed to devote most of their time to the achievement of goals related to the execution of the Works and the Agreement as a whole and to exercise control over the execution of this Agreement. The Managers of the Parties have the right of access to the Object and documents that are in one way or another related to this Agreement or refer to it, in order to exercise their powers and functions in accordance with this Agreement.
   3. In order to achieve greater efficiency and efficiency, the Managers of the Parties have the right, by mutual consent, to make Operational Changes in the Works, which must be implemented in order to avoid delays in the Works.
   4. The decision to implement Operational changes in the Works is made by signing a joint protocol by the Managers of the Parties, which specifies the detailed essence of the Operational changes in the Works and the motivation for their implementation.
   5. Operational changes in the Works are recognized as only minor changes in the Works that do not lead to an increase in the Contract Price (prices of individual Works or Works as a whole), do not deteriorate the quality of individual Works or Works as a whole and do not contradict the general essence and purpose of this Agreement, as well as due to in which there is no extension of the deadline for completion of individual Works or Works as a whole.
   6. Managers of the Parties appointed in accordance with this Section of the Agreement shall not have the right to make changes to this Agreement other than on the basis of the appropriate power of attorney from the Party or the statutory documents of the Party, which provide for the right to make such changes.
   7. The Contractor's Manager is obliged every Monday of every week of every month during the term of this Agreement to provide the Customer's Manager and the Payer's Manager with information (in oral and/or written form, depending on the decisions of the Customer's Manager and the Payer's Manager) for the previous week about:
      1. The progress of the Works, including possible deviations from the Calendar Schedule of works, reasons and measures to eliminate deviations, etc.;
      2. Ensuring the performance of Work by Resources.
      3. Involvement of labor force and agreed subcontractors to perform the Works.
      4. Results of monitoring the quality of performed Works and Resources.
      5. Threats to the performance of the Agreement due to the fault of the Parties.
4. **CONTRACT TERM**
   1. The Agreement enters into force from the moment it is signed and affixed with the seals of the Parties (if available) and is valid until December 31, 2023, inclusive, but in any case until the Parties fully fulfill their obligations under this Agreement.
   2. Expiry of this Agreement does not release the Parties from responsibility for its violation that occurred during its validity.
5. **CHANGES TO THE TERMS OF THE AGREEMENT AND ITS TERMINATION**
   1. Changing the terms of the Agreement, making additions to it or terminating it is possible only and exclusively with the mutual consent of the Parties, except for the cases expressly provided for in this Agreement.
   2. All changes, additions to the Agreement, as well as its termination by mutual consent of the Parties, are carried out only in writing.
   3. A Party to the Agreement that considers it necessary to make changes to the Agreement must send a corresponding proposal to the other Parties.
   4. The Party to the Agreement that received a proposal to amend the Agreement shall notify the other Parties of its decision within 5 (five) working days.
   5. In the event that the Parties have not reached an agreement on the amendment of the Agreement or in the event of failure to provide an answer within the time limit established by this Agreement, the interested Party may apply to the court with requirements for the amendment of this Agreement.
   6. If the Agreement is amended by a court decision, it is considered amended from the date of entry into force of the relevant court decision.
   7. The Payer has the right to unilaterally terminate this Agreement early by sending a written notice of termination to the Customer and the Contractor, if:
      1. The contractor has delayed the execution of the Works (part of the works) for more than 30 (thirty) days;
      2. The contractor did not appear within the period provided for by this Agreement to draw up an act on the list of deficiencies, the order and terms of their elimination, and/or did not eliminate the Work Deficiencies (parts of the Work) within the period established in accordance with the terms of this Agreement.
      3. The contractor committed another significant violation of the terms of this Agreement and/or Project documentation
   8. For premature termination of the specified Agreement unilaterally on the grounds provided for in clause 18.7. of this Agreement, the Payer sends the Customer and the Contractor a corresponding written notice, and this Agreement will be considered terminated on the 7th (seventh) day from the date of sending the relevant notice by the Payer by postal means or any other date expressly specified by the Payer in such notice.
   9. At any time and without any reason, the Payer has the right to prematurely terminate this Agreement unilaterally by sending an appropriate written notice to the address of the Customer and the Contractor at least 30 (thirty) calendar days before the desired date of termination of the Agreement. The Agreement will be considered terminated on the day specified in the written notification as the date of termination of the Agreement, and in the absence of such a date - on the 31st (thirty-first) day from the date of sending such notification by the Payer by postal means.
   10. Early unilateral termination of this Agreement, which is provided for in clauses 18.7. and 18.9. of this Agreement, does not require the approval of the Customer and/or the Contractor, the signing of an additional termination agreement or any other documents, as well as the fulfillment of any other formalities, except for the Payer to send the appropriate notice.
   11. The Agreement may also be terminated by a court decision at the request of one of the Parties to this Agreement in the event of a significant violation by the other Party of the terms of this Agreement and in other cases established by the Agreement and/or current legislation of Ukraine.
   12. In the event of termination of this Agreement, settlements are made between the Parties for the Work actually performed on the date of termination of this Agreement within 30 (thirty) working days from the date of termination of this Agreement. Only those Works that are properly performed in accordance with the terms of this Agreement and within the period stipulated by this Agreement are subject to payment. Early execution of the Works (execution of the Works in advance of the Calendar schedule for the execution of works, which is Appendix No. 2 to the Agreement and its integral part) is allowed only under the condition of written agreement with the Customer and the Payer.
6. **FINAL PROVISIONS**
   1. This Agreement, as well as any documents related to this Agreement and its implementation, have legal force if they are signed by all parties to the Agreement, unless otherwise expressly provided for in this Agreement.
   2. This Agreement is drawn up in three identical copies in the Ukrainian language - one for each of the Parties.
   3. The Customer, the Payer and the Contractor are obliged to notify the other Parties in writing of changes in bank details, addresses, telephone numbers or other details immediately, but in any case no later than 3 (three) days from the day of the relevant changes.
   4. We, the Parties, confirm that this Agreement corresponds to our valid intentions and does not have the character of a fictitious and pretend transaction, is concluded by us in accordance with our true will, without any application of physical or mental pressure and on favorable terms for us and is not the result of under the influence of severe circumstances, the Agreement is concluded by us without the use of deception or concealment of facts that are of significant importance, we equally understand the meaning, conditions of the agreement, its nature and legal consequences, we wish the occurrence of exactly those legal consequences created by this Agreement, and we also testify that The Agreement defines all essential terms of the Agreement, as evidenced by our personal signatures on the Agreement.
   5. The parties confirm that they have agreed and do not have any comments, additions or contradictions regarding the terms of this Agreement.
   6. All notices under this Agreement must be sent in writing by one party to the other party at the address specified in the Agreement or at another address specified in the respective written notice of the respective party. Depending on which of the following occurs first, the written notice is considered delivered and becomes effective:
      1. from the day of its delivery to the other Party under receipt; or
      2. from the date of its receipt by the other Party, indicated on the postal receipt or other postal document - in the case of sending by means of postal communication; or
      3. from the date of return of an undelivered letter in connection with the expiration of the storage term(s).
   7. Annexes to this Agreement are its integral parts.
7. **DETAILS AND SIGNATURES OF THE PARTIES**

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| --- |
| **PAYER:** |
| **Location:** |
| **Mailing address:** |
| **Legal entity identification code:** |
| **Bank details:**  in", MFI |
| **E- mail / phone:** |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| (position, full name and signature) |

|  |
| --- |
| **CUSTOMER:** |
| **Location:** |
| **Mailing address:** |
| **Identification code of the legal entity** |
| **Bank details:** |
| **E- mail / phone:** |
| **Director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| (position, full name and signature) |

|  |
| --- |
| **CONTRACTOR:** |
| **Location:** |
| **Mailing address:** |
| **Legal entity identification code:** |
| **Bank details:** |
| **E- mail / phone:** |
| **Director of LLC "". \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| (position, full name and signature) |