

CONTRACT FOR PROVISION OF EUROPEAN ELECTRONIC TOLL COLLECTION SERVICE

No. /

Today, in the city of Sofia, between:

1. **ROAD INFRASTRUCTURE AGENCY**, with headquarters and management address: city of Sofia 1606, 3 Macedonia Blvd., with UIC 000695089, represented by, hereinafter referred to as the **Agency**, on the one hand,

2., with headquarters and management address:, with UIC:, represented by, in his/her capacity of, hereinafter referred to as **the EETS Provider**, on the other hand, collectively referred to as the **PARTIES**,

on the grounds of Art. 27, para. 1 of the Ordinance on the conditions, procedures and rules for construction and operation of a mixed system for charging the different categories of road vehicles on the basis of time and distance travelled, promulgated in SG issue 104 of 2018 (the Ordinance), and Decision 25 599/20 of the Management Board of the Road Infrastructure Agency, by which the general conditions applicable to this contract were adopted, the contract was concluded by which the parties agreed on the following:

I. SUBJECT MATTER AND CONTRACT TERM

Art. 1. (1) The Agency hereby assigns and the EETS Provider agrees, for remuneration and under the conditions specified in this contract and the General Terms and Conditions applicable to it, to provide on behalf of the Agency electronic toll collection services to users of the paid road network who have concluded a contract with the EETS Provider on the territory of the Republic of Bulgaria, representing one EETS domain.

(2) The scope of the services for electronic toll collection includes all activities related to the reporting of toll segments in which a road vehicle of the category under Art. 10b, para. 3 of the Roads Act has entered, provision of declared toll data about those road vehicles, collection of tolls due from those users, their payment to the Agency, as well as bearing the financial risk of collecting the tolls due for use of the paid road network by users of the category under Art. 10b, para. 3 of the Roads Act.

(3) For the conclusion of this contract, the EETS Provider shall present an Operational Plan within the meaning of Part I, item 7 of the General Terms and Conditions. The Operational Plan is an integral part of this contract and represents binding rules for provision of the service for the entire duration of the contract.

(4) In return to the provision of those services, the Agency shall owe to the EETS Provider a remuneration determined in accordance with the rules and in the amount set out in Part II, Chapter 3, Section Three of the General Terms and Conditions.

Art. 2. (1) For the purposes of this contract, the EETS Provider shall provide a bank guarantee amounting to.... (BGN.....) in accordance with the requirements set out in Part II, Chapter 2, Section Three of the General Terms and Conditions.

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(2) Upon extension of the contract duration, a new bank guarantee shall be provided for the new duration of the contract, in accordance with the requirements set out in Part II, Chapter 2, Section Three of the General Terms and Conditions. For this purpose, the Agency undertakes to notify the EETS Provider about the exact amount of the new bank guarantee within the time limit set out in the General Terms and Conditions.

Art. 3. (1) This Contract shall be valid for a period of 1 (one) year as of the date of its entry into force in respect to the rights and obligations under Part II, Chapter 3 “Commercial Operation” of the General Terms and Conditions pursuant to Art. 3, para. 3. This period shall be automatically extended as described in the General Terms and Conditions.

(2) The contract shall enter into force upon its conclusion, with the exception of the rights and obligations under Part II, Chapter 3 “Commercial Operation” of the General Terms and Conditions.

(3) The contract shall enter into force in respect to the rights and obligations under Part II, Chapter 3 “Commercial operation” of the General Terms and Conditions upon proven interoperability in compliance with the conditions set out in Part II, Chapter 2, Section Two of the General Terms and Conditions, and upon provision of the bank guarantee in accordance with the requirements set out in Part II, Chapter 2, Section Three of the General Terms and Conditions.

II. RIGHTS AND OBLIGATIONS

Art. 4. THE PARTIES undertake to perform in a timely and accurate manner the obligations provided for in this contract, in the General Terms and Conditions, and in the Annexes thereto.

Art. 5. (1) Payments to the Agency shall be made by crediting of the Agency's accounts as follows:

Account for
 Holder: Road Infrastructure Agency
 Bank:
 IBAN:
 BIC:

(2) Each report under Part II, item 49 of the General Terms and Conditions, shall be sent electronically to the EETS Provider within 3 working days after the end of the relevant reporting period, where it shall contain data on all Tariff Rates generated on the basis of received and processed toll declarations from on-board equipment included in a Whitelist of the respective EETS Provider within the relevant reporting period.

(3) All regularly generated Tariff Rates included in the report under Part II, item 49 of the General Terms and Conditions shall be subject to payment within 5 working days of its receipt, where the payment shall be performed by the EETS Provider to the bank account of the Agency specified in the contract.

Art. 6. (1) For the provision of electronic toll collection service within the scope specified in the General Terms and Conditions, the Agency shall, on a monthly basis, pay to the EETS Provider a remuneration of **1.8 % (one point eight percent)** of the value of the toll charges which the Provider has paid to the Agency for the respective calendar month including the two reporting periods under Part II, item 49 of the General Terms and Conditions. VAT, if due, shall be charged separately on the remuneration amount.

(2) The EETS Provider shall issue an invoice for the remuneration due until the 20th day of the month following the month to which the remuneration relates.

(3) The Agency shall pay the remuneration to the EETS Provider within 10 calendar days as of receipt of the invoice under paragraph 2.

(4) Payments shall be made by crediting the following bank account of the EETS Provider:

Account in BGN

Holder:

Bank:

IBAN:

BIC:

Art. 7. The EETS Provider undertakes to ensure personnel competent in any technical issues and problems, who can be contacted at all times, as follows:

- during the EETS Provider's working hours: ...
- during the non-working hours of the EETS Provider: ...

III. MISCELLANEOUS

Art. 8. All communications and notifications between the parties will be deemed valid, if they are made in writing and sent by post with acknowledgement of receipt, courier, fax or e-mail to the following addresses:

For the Agency:

Contact person:

Address:

Email:

For the EETS Provider:

Contact person:

Address:

Email:

Art. 9. (1) The Parties under this contract guarantee that they strictly comply with the requirements of the General Data Protection Regulation and the other applicable regulations for the protection of personal data, as well as with the general conditions published on the Agency's website, when working with:

1. personal data of representatives and employees of the parties collected for the purposes of concluding and performing of this contract;
2. personal data of third parties collected by either party in connection with the performance of this contract.

(2) The Parties guarantee the protection of the personal data provided to them and collected by them for the purposes of the performance of this contract. With regard to the personal data of the provider and/or its representatives, the Agency shall apply its policy on the processing of personal data presented to the contractor and/or its representatives whose personal data is processed for the purposes of this contract. By signing of this contract, the provider declares that it is familiar with the policy of personal data protection applied by the Agency and has provided it to all third parties whose data will be processed by the contracting authority as a personal data controller.

(3) In connection with the contract performance, the provider may collect and process personal data of third parties in order to carry out its duties towards the Agency. With regard to such personal data and for the purposes of performance of this contract, the Agency shall act as a controller of personal data and the provider - as a processor.

(4) The rights and obligations of the contractor as a processor and of the Contracting Authority as a controller of personal data respectively, shall be governed by the General Terms and Conditions approved by the Agency, which are an integral part of this contract.

Art. 10 (1) The EETS Provider shall be responsible for the processing of personal data under this contract and in accordance with the instructions of the Agency.

(2) Announcement, unauthorised use, loss, unauthorised disclosure and unauthorised access to personal data by the EETS Provider provided to or collected by the EETS Provider under the contracts and annexes thereto, including due to omitted adequate technical and organisational protection measures by the EETS Provider, shall be considered a breach of this contract for which the EETS Provider shall be independently liable to the Agency, the data subject, and the supervisory body and shall owe compensation to the Controller in the amount of any damages and loss of profits suffered by the latter, including costs incurred to protect the rights of the Controller. In the event of such breach, the Agency shall have the right to terminate contracts unilaterally without prior notice.

(3) The EETS Provider shall be liable for any damage caused by the Provider, its assistants or their authorised persons, employees, workers, civil contractors to data subjects in the course of performance of its obligations under those contracts. In the event that the Agency pays compensation to the injured party, the Agency shall have the right of recourse against the EETS Provider in case the latter is responsible for the breach. Upon determining of the recourse claims, the rule of para. 4 of this Article shall apply and each party may only claim the sums paid for that part of the damage to which it did not contribute.

(4) The financial liability towards data subjects shall be distributed among the parties in proportion relevant to their guilt for the occurrence of specific harmful event.

Art. 11. This contract may be amended or supplemented only by mutual agreement between the parties, in writing, which shall be an integral part of the contract.

Art. 12. In the event that any section, subsection, provision or part thereof or conditions of this Contract prove void, unlawful or inapplicable under the law in force, this section, subsection, clause or part thereof or conditions shall be regarded as divisible, and the remaining provisions and conditions shall remain in force and binding for the parties as if the void, unlawful or inapplicable provisions under the law in force had not been incorporated.

Art. 13. (1) All disputes arising out of the contract or relating to it, including disputes arising out of or concerning its interpretation, invalidity, performance or termination, as well as all disputes about filling gaps in the contract or adapting it to newly appeared circumstances, shall be resolved by the parties through understanding and mutual concessions, and should the consent proves impossible, the parties shall refer their dispute to the Conciliation Body with the Ministry of Regional Development and Public Works.

(2) In the event that the Conciliation Body gives instructions to a party under the dispute, which the Commission is referred to with, and these instructions are not implemented in due time, the counterparty under the dispute may refer the dispute to the relevant competent court in the city of Sofia.

Art. 14. (1) For the issues not covered by this contract, the General Terms and Conditions to the contracts for provision of electronic toll collection service between the Agency and the Providers of European Electronic Toll Service adopted by Decision 25 599/20 of the Management Board of the Road Infrastructure Agency shall apply, as well as the provisions of the legislation of the Republic of Bulgaria.

(2) In case of inconsistency of the contract with the applicable General Terms and Conditions under Annex 3, the present contract shall prevail.

(3) By signing of this contract, the Provider declares that it is familiar with the General Terms and Conditions to the contracts for provision of electronic toll collection service between the Agency and the Providers of European Electronic Toll Service adopted by Decision 25 599/20 of the Management Board of the Road Infrastructure Agency and accepts their terms and conditions, as well as their applicability to its contractual relations with the Agency.

The following Annexes present an integral part of the contract:

1. **Annex No. 1** - Operational Plan;
2. **Annex No. 2** - Technical and Organisational Measures for Personal Data Protection ;
3. **Annex No. 3** - General Terms and Conditions to the contracts for provision of electronic toll collection service between the Agency and the EETS Providers.

This contract was drawn up in three identical copies – two for the Road Infrastructure Agency and one for the EETS Provider.

**FOR THE ROAD INFRASTRUCTURE
AGENCY:**

FOR THE COMPANY:

.....
(name and signature)

.....
(name and signature)

**CHIEF ACCOUNTANT
OF THE ROAD INFRASTRUCTURE AGENCY**

.....
(name and signature)