|  |  |
| --- | --- |
| **CONTRACT DE PRESTARI SERVICII** | **SERVICES CONTRACT** |
| **Nr. X din data de X** | **No. X as of X** |
| Partile: | The Parties: |
| 1. **x** [persoana juridica romana, cu sediul in x, Nr. de ordine in registrul comertului x, CUI, cod TVA VAT VIES **x**, cont bancar x, tel. x, e-mail x] reprezentat prin x – in calitate de **administrator**, in continuare “**Prestatorul**
 | 1. **X** [company legally incorporated in Romania, headquartered in x, Trade Registry no. x, fiscal no. x, bank account x, tel. no. x, e-mail x] hereby represented by x – **director**, hereinafter referred to as “**Provider**”
 |
| 1. **x** [persoana juridica romana, cu sediul in **x**, Nr. de ordine in registrul comertului **x**, Identificator Unic la Nivel European EUID **x**, CUI **x**, cod TVA VAT VIES **x**, cont bancar X, tel. X, e-mail X] reprezentat prin **x** – in calitate de **administrator**, in continuare “**Beneficiarul**”,
 | 1. X [company legally incorporated in Romania, headquartered in X, Trade Registry no. X, fiscal code X], bank account x, tel. no. x, e-mail x], hereby represented by X – X, hereinafter referred to as the “**Beneficiary**”,
 |
| denumite in continuare **“Partile”** si individual “**Partea**”, au decis sa incheie prezentul Contract de prestari servicii („**Contractul**”), in urmatorii termeni si conditii. | hereinafter collectively referred to as the **“Parties”** and individually referred to as the “**Party**”, convened to conclude the present Services Contract (the „**Contract**”), under the following terms and conditions. |
| **Art. 1 Obiectul Contractului** | **Art. 1. Scope of the Contract** |
| Obiectul Contractului consta in prestarea seviciilor Serviciu 1, serviciu 2, serviciu 3 (“**Servicii**”, denumite in mod colectiv si „**Proiectul**”), asa cum sunt ele detaliate in Anexa 1 si / sau actele aditionale la contract, de catre Prestator in folosul Beneficiarului. | The scope of the Contract consists in delivery of services Service 1, Service 2, Service 3 (“**Services**”, collectively referred to as „**Project”)** as detailed in Annex 1 and/ or the addenda by the Provider to the Beneficiary. |
| **Art. 2 Durata** | **Art. 2. Duration** |
| 2.1. Durata Contractului este de **x** luni/ani din ziua semnarii. | 2.1 The Duration of the Contract is of **x** year/unlimited as of the day of signing. |
| 2.2. Termenul de mai sus poate fi extins prin acordul partilor, exprimat in scris / se va extinde automat cu perioade de 1 an daca niciuna dintre Parti nu transmite o notificare de incetare cu minim 30 de zile inainte de expirarea duratei. | 2.2 The above term may be extended by mutual written agreement of the Parties/ will automatically extend for periods of one year if neither party sends a notice of termination at least 30 days before the termination of the contract. |
| **Art. 3 Pret**  | **Art 3. Price** |
| 3.1. Pretul Serviciilor este detaliat in Anexa 1 si / sau actele aditionale la Contract. | 3.1. The price of the Services is detailed in Annex 1 and/or the addenda. |
| 3.2. Pretul va include doar realizarea serviciilor de catre Prestator in folosul Beneficiarului, fara costuri aditionale precum: costuri de deplasare, buget Google Ads, taxe de traducere a materialului de marketing etc. | 3.2. The price will only include the delivery of services by the Provider in the interest of the Beneficiary, with no additional costs as: travel costs, budget, Google Ads, marketing material translation fees etc. |
| 3.3. Pretul va fi facturat de catre Prestator Beneficiarului la data de 15 a fiecarei luni/la finalul proiectului/50% la momentul semnarii si 50% la finalul Proiectului. | 3.3. The price will be invoiced by the Provider to the Beneficiary on the 15th of each month/ at the end of the Project/ 50% on the signing date and 50% at the end of the Project.  |
| 3.4. Pretul se va plati in termen de 5 zile lucratoare de la transmiterea facturii de catre Prestator catre Beneficiar pe e-mail, conform datelor bancare din preambul. Dupa expirarea acestui termen, Beneficiarul va datora penalitati de 0.5% per zi de intarziere, iar Prestatorul va putea suspenda prestarea Serviciilor pana la plata integrala a Pretului plus penalitati.  | 3.4. The price will be paid within 5 working days since the transmission of the invoice by the Provider to the Beneficiary via e-mail according to the banking data in the preamble. After this period has expired, the Beneficiary will owe delay penalties of 0,5% per day and the Provider can suspend the delivery of services until full payment of the price plus penalties.  |
| 3.5. In mod corespunzator, Prestatorul va datora penalitati de 0.5% per zi de intarziere din valoarea Serviciilor prestate cu intarziere, cu un termen de gratie de 5 zile lucratoare, fara ca penalitatile sa poate depasi pretul total al acestor Servicii. | 3.5. Accordingly, the Provider will owe delay penalties of 0,5% per day with 5 working days of grace period, without the penalties exceeding the total price of services. |
| 3.6. In cazul intarzierii platii cu peste 20 zile lucratoare, Prestatorul va putea solicita incetarea Contractului din culpa Beneficiarului prin notificare de reziliere, cu efecte imediate si fara acordarea unui termen de preaviz. | 3.6. In case of delay of payment with over 20 working days, the Provider can request termination of the contract with fault by notice of termination with immediate effect and without a grace period. |
| **Art. 4 Drepturi si obligatii** | **Art. 4 Rights and obligations** |
| 4.1. Prestatorul: | 4.1. The Provider: |
| * va livra Serviciile cu profesionalism, la termenele agreate, oferind toata atentia necesara solicitarilor transmise de Beneficiar
 | * will deliver their Services professionally, offering all the necessary attention to the Beneficiary’s requests at the agreed terms
 |
| * va prezenta Beneficiarului cele mai eficiente si convenabile modalitati in care sa isi atinga obiectivele
 | * will present the Beneficiary with the best and most convenient manners of achieving their objective
 |
| * va respecta instructiunile Beneficiarului cu privire la Servicii, in masura in care acestea sunt in mod obiectiv implementabile
 | * will comply with the Beneficiary’s instructions regarding the Services, as far as they are objectively possible to implement
 |
| * va informa Beneficiarul la cerere cu privire la stadiul Proiectului, in masura in care aceste solicitari se realizeaza la intervale de timp rezonabile si nu afecteaza realizarea Proiectului
 | * will inform the Beneficiary when requested with regard to the state of the Project, insofar as those requests are carried out at reasonable intervals of time and do not affect the execution of the Project
 |
| * va rezolva, cat se poate de prompt, orice problema legata de Serviciile furnizate, daca acestea se datoreaza Prestatorului
 | * will fix at the earliest convenience any problems of the Services provided, should they occur by fault of the Provider
 |
| * va acoperi integral orice prejudiciu cauzat Beneficiarului prin incalcarea clauzelor contractului
 | * will fully cover any damage caused to the Beneficiary by breach of the contractual clauses
 |
| * nu poate ceda drepturile si obligatiile contractuale decat cu acordul expres, scris al celeilalte Parti
 | * cannot assign the contractual rights and obligations without the express written agreement of the other Party
 |
| * va pastra confidentalitatea datelor si informatiilor ce decurg din Contract pe toata durata acestuia, precum si dupa incetarea Contractului
 | * will maintain confidentiality of all data and information from the contract throughout its duration, as well as after the termination of the Contract
 |
| 4.2. Beneficiarul: | 4.2. The Beneficiary: |
| * va achita Pretul Serviciilor in termenii si conditiile mentionate in Contract
 | * will pay the price for the Services, in the terms and conditions provided by the Contract
 |
| * va analiza si va raspunde prompt la toate comunicarile transmise de Prestator, inclusiv, dar nelimitat la: informatii necesare Prestatorului pentru realizarea Proiectului, feedback cu privire la Serviciile realizate sau etape ale acestora, posibile cheltuieli suplimentare, evenimente neprevazute aparute pe masura realizarii Proiectului
 | * will analyze and answer promptly to all communications sent by the Provider, including, but unlimited to: necessary information for the Provider in carrying out the Project, feedback with regard to the Services provided or their stages, possible additional costs, unforeseen events arising as the Project is carried out
 |
| * il va informa pe Prestator in timp util privind orice schimbare dorita cu privire la Proiect, schimbare care va fi aplicata doar dupa confirmarea Prestatorului si cu posibilele modificari ale conditiilor financiare
 | * will inform the Provider in a timely manner on any desired change regarding the Project, change that will be enforced only after confirmation from the Provider and with possible amendments to the financial conditions
 |
| * va respecta libertatea Prestatorului si dreptul sau de a a fi implicat in proiecte profesionale pentru alti clienti, fara a se aduce insa atingere indeplinirii de catre Prestator a Serviciilor conform Contractului
 | * will respect the commercial freedom of the Provider and its right to be involved in professional relationships with any other clients, without affecting the fulfillment by the Provider of the services according to the Contract
 |
| * nu poate ceda drepturile si obligatiile contractuale decat cu acordul expres, scris al celeilalte Parti
 | * cannot assign the contractual rights and obligations without the express written agreement of the other Party
 |
| **Art. 5 Notificari** | **Art. 5 Notices** |
| 5.1. Toate notificarile sau cererile intre Parti se vor realiza doar in scris si vor fi transmise prin e-mail, curier, personal sau prin posta cu confirmare de primire, conform urmatoarelor date de contact:  | 5.1 All notices or requests between the Parties shall be made only in writing and submitted by e-mail, personally or by post with confirmatory delivery to the Parties according to the following contact details: |
| **Prestator:*** persoana de contact: x
* adresa de e-mail: x
* adresa: adresa societatii din preambulul Contractului
 | **Provider:*** contact person: x
* e-mail: x
* address: the address of the legal entity from the preamble
 |
| **Beneficiar:*** persoana de contact: x
* adresa de e-mail: x
* adresa: adresa societatii din preambulul Contractului
 | **Beneficiary:*** contact person: x
* e-mail: x
* address: the address of the legal entity from the preamble
 |
| 5.2. Orice modificare a datelor de mai sus trebuie adusa la cunostinta celeilalte Parti. In caz contrar, orice comunicare la adresele sus-mentionate va fi considerata valabila | 5.2 Any change to the above data shall be notified to the other Party. Otherwise, any communication to the above addresses will be considered valid. |
| 5.3 Comunicarile se vor realiza in timpul programului normal de lucru, 9.00-17.00. Orice comunicare realizata in afara acestui interval se va considera primita a doua zi, in timpul programului de lucru. | 5.3. Communication will be made during normal working hours, 9.00-17.00. Any communication made outside this period shall be deemed to have been received the next day, during working hours. |
| 5.4 Orice comunicari realizate fara respectarea dispozitiilor de mai sus, inclusiv, dar nelimitat la: conversatie telefonica, mesaje SMS, WhatsApp, Messenger, nu vor fi considerate valabile intre Parti. | 5.4. Any communication made without complying with the above provisions, including but not limited to: Telephone conversation, SMS messages, WhatsApp, Messenger, shall not be considered to be valid between the parties. |
| **Art.6 Declaratiile partilor** | **Art. 6. Statements of the Parties** |
| Partile declara ca: | The Parties declare that they: |
| * nu se afla in stare de insolventa sau insolventa iminenta
 | * are not in a state of insolvency or impending insolvency
 |
| * indeplinesc toate conditiile legale pentru a putea incheia in mod valabil prezentul Contract
 | * fulfill all legal requirements in order to validly conclude this Contract
 |
| * semnatarii Contractului au puteri legale de reprezentare
 | * the signatories of the Contract have legal powers of representation
 |
| * contractul a fost negociat in integralitatea sa
 | * the contract was negotiated in its entirety
 |
| **Art. 7 Confidentialitate** | **Art. 7 Confidentiality** |
| 7.1. In scopul acestui Contract, „Informatii confidentiale” sunt toate datele dezvaluite reciproc de catre Parti sau obtinute de o Parte de la cealaltă Parte în cadrul executarii contractului, inclusiv perioada de negocieri anterioara semnarii. Aceste informatii confidentiale cuprind, inclusiv, dar fara a se limita la: datele si informatiile de orice natura, fie că acestea au fost transmise oral, în scris sau prin mijloace electronice si indiferent de natura mediului sau de suportul care le contine.  | 7.1. For the purpose of this Contract, „confidential information” will mean all data disclosed to each other by the parties or obtained by one Party from the other Party during the execution of the contract, including the negotiation period prior to signing. Such confidential information including, but are not limited to: data and information of any kind, whether provided orally, in writing or by electronic means and irrespective of the nature of the means or the medium which contains it.  |
| 7.2. Informatiile dezvaluite de catre oricare dintre Parti sunt si raman proprietatea Partii transmitatoare sau a tertilor de la care acestea au fost obtinute in mod legal, cu exceptia celor convenite altfel prin prezentul Contract. Partile nu vor putea incalca, contesta, discuta sau disputa acest drept si vor lua toate masurile necesare ca informatiile sa nu intre în posesia unor terti, prin orice mijloace, directe sau indirecte.  | 7.2. Information disclosed by either Party are and shall remain the property of the transmitting party or third parties from which it was legally obtained, except otherwise agreed in this Contract. The Parties shall not be able to infringe, contest, discuss or dispute this right and shall take all measures necessary to ensure that the information does not come into the possession of third parties, by any means either directly or indirectly. |
| 7.3. Fara a aduce atingere prevederilor din Contract referitor la continutul si categoriile de Informatii Confidentiale, informatiile nu vor fi considerate confidenţiale dacă: | 7.3. Without prejudice to the provisions of the Contract relating to the content and categories of confidential information, information shall not be regarded as confidential if: |
| * sunt sau devin publice din motive care nu se datorează culpei Partilor
 | * they are or become public for reasons outside the fault of the parties
 |
| * in momentul in care devin publice, acestea erau deja cunoscute Partilor in cadrul acestui Contract si nu erau supuse niciunor restrictii in ceea ce priveste utilizarea sau dezvaluirea lor
 | * when they become public, they were already known to the parties under this contract and were not subject to any restrictions on their use or disclosure
 |
| * erau deja in posesia Partilor inainte de incheierea acestui Contract fara incalcarea nici unor obligatii legale si nu sunt sub rezerva nici unor restrictii cu privire la utilizarea sau dezvaluirea lor
 | * they were already in the possession of the Parties prior to the conclusion of this contract without violation of any legal obligations and are not subject to any restrictions with respect to their use of disclosure
 |
| * au fost dezvoltate independent de către Parti fara a se incalca prezentul Contract si nu intra in categoria Informatiilor Confidentiale.
 | * they have been developed independently by the Parties without infringing this Contract and do not fall under the category of confidential information.
 |
| 7.4. Partile vor gestiona informatiile confidentiale cu toată atentia si nu vor dezvalui aceste informatii tertilor. Clauzele acestui Contract ca si orice anunturi publice cu privire la incheierea acestui Contract sunt strict confidentiale si nu pot fi facute publice de catre niciuna dintre Parti, total sau partial, in nicio situatie sau forma, fara acordul prealabil scris al celeilalte Parti. | 7.4. The Parties will handle the confidential information with all due care and shall not disclose such information to third parties. The terms of this contract as well as any public notices relating to the conclusion of this contract are strictly confidential and may not be made public by either party, in whole or in part, in any event or in any form, without the prior written consent of the other party.  |
| **Art. 8 Protectia datelor cu caracter personal – GDPR** | **Art. 8 Protection of personal data – GDPR** |
| 8.1. In cazul în care oricare dintre Parti, in executarea Contractului, prelucreaza date cu caracter personal, astfel cum sunt acestea definite de Regulamentul UE 2016/679 si orice alta legislatie în vigoare privind angajatii, cocontractantii, partenerii de afaceri sau orice alte persoane fizice in legatura cu cealalta Parte (denumite în continuare "**Date personale**"), Partile sunt de acord şi garantează urmatoarele : | 8.1. If during the performance of the Contract process personal data as defined by Regulation EU 2016/679 and any other legislation in force concerning employees, contracting parties, business partners or any other natural person in relation to the other Party (hereinafter referred to as „**Personal data”),** the Parties agree and guarantee the following:  |
| * sa respecte legislatia si normele juridice aplicabile serviciilor sale cu privire la protectia vietii private si a datelor cu caracter personal
 | * to comply with the law and legal rules applicable to its services with regard to the protection of privacy and personal data
 |
| * sa prelucreze datele cu caracter personal numai în masura in care acestea sunt necesare si daca sunt permise/impuse de lege
 | * process personal data only to the extent that it is necessary and if allowed/required by law
 |
| * sa pastreze confidentialitatea datelor cu caracter personal
 | * to maintain the confidentiality of personal data
 |
| * sa ia masurile tehnice, fizice si organizatorice de securitate adecvate pentru a proteja datele cu caracter personal impotriva pierderii, prelucrarii neautorizate sau ilicite
 | * take appropriate technical, physical and organizational security measures to protect personal data against loss, unauthorized or unlawful processing
 |
| * sa informeze cu promptitudine autoritatile abilitate si cocontractantul cu privire la orice incident de securitate existent sau suspectat a se produce, care implica datele cu caracter personal
 | * promptly inform the competent authorities and the contracting party of any security incident that exists or is suspected to occur, involving personal data
 |
| 8.2. In masura in care oricare dintre Parti permite unui (sub)contractant sa prelucreze datele cu caracter personal, Partea trebuie sa se asigure ca fiecare (sub)contractant va respecta o serie de obligatii care asigura un nivel similar de protectie ca si prezenta clauza, conform celor mentionate mai sus. | 8.2. If either party allows a (sub-)contractor to process personal data, the Party shall ensure that each (sub-)contractor will comply with a series of obligations which ensure a similar level of protection as the present clause, as set out above. |
| 8.3. La incetarea Contractului, Partile trebuie sa stearga sau sa distruga in regim de siguranta toate inregistrarile sau documentele care contin date cu caracter personal. Fiecare Parte accepta si confirma faptul ca este singurul raspunzator pentru orice prelucrare neautorizata sau nelegală sau pentru pierderea datelor cu caracter personal, in cazul in care nu reuseste sa stearga sau sa distruga la incetarea acordului datele cu caracter personal | 8.3. Upon termination of the Contract, the Parties must safely delete or destroy all records or documents containing personal data. Each Party accepts and confirms that it is solely responsible for any unauthorized or illegal processing or for the loss of personal data, if it fails to delete or destroy the personal data at the end of the agreement. |
| 8.4. Partea in culpa va despagubi cealalta parte, angajatii sau personalul sau pentru orice daune, amenzi, pierderi si creante care rezulta dintr-o incalcare a clauzelor din prezenta clauza, despagubiri ce vor fi stabilite printr-o hotarare judecatoreasca definitiva. | 8.4. The breaching party shall indemnify the other party, its employees or staff for any damages, fines, losses and claims arising from a breach of the terms of this clause, to be determined by a final court judgment. |
| **Art. 9 Drepturile de autor** | **Art. 9 Copyright** |
| 9.1. Drepturile de autor asupra Proiectului se vor transfera de la Prestator catre Beneficiar doar la momentul platii integrale a Pretului, chiar daca livrarea efectiva s-a realizat anterior acestui moment. | 9.1. The copyrights on the Project will be transferred from the Provider to the Beneficiary only at the time of full payment of the Price, even if the actual delivery was made prior to this moment. |
| 9.2. Pana la la plata integrala a Pretului, Prestatorul va mentine drepturile de autor in totalitatea lor si va putea dispune de acestea dupa cum doreste, Beneficiarul putand sa utilizeze materialele livrate doar cu acordul scris, expres al Prestatorului.  | 9.2. Until full payment of the Price, the Provider will maintain the copyrights in their entirety and will be able to dispose of them as desired, the Beneficiary being able to use the materials delivered only with the express written consent of the Provider. |
| 9.3. In cazul in care Beneficiarul intarzie plata Pretului fata de conditiile contractuale, Prestatorul isi poate retrage acordul oferit Beneficiarului de a utiliza materialele livrate. | 9.3. If the Beneficiary delays the payment of the Price with respect to the contractual conditions, the Provider may withdraw the approval offered to the Beneficiary to use the delivered materials. |
| **10. Forta Majora** | **10. Force Majeure** |
| 10.1 Forta majora trebuie constatata de o autoritate competenta si exonereaza Partile de indeplinirea obligatiilor asumate prin Contract, pe toata perioada in care acesta actioneaza. | 10.1. Force majeure should be ascertained by a competent authority and relieves the Parties of fulfilling their obligations undertaken hereunder, throughout its duration. |
| 10.2 Partea care invocă forta majora are obligatia de a notifica cealalta Parte in termen de 5 zile de la producerea situatiei cu privire la acest eveniment si de a lua toate masurile care ii stau la dispozitie in vederea limitarii consecintelor. | 10.2 The Party claiming force majeure is required to notify the other Party within 5 days from the occurrence of the said event and to take all available measures in order to limit the consequences.  |
| 10.3 Daca forta majora actioneaza sau se estimeaza ca va actiona o perioada mai mare de 6 luni, fiecare Parte va avea dreptul sa notifice celeilalte Parti incetarea de plin drept a Contractului si niciuna dintre Parti nu va putea pretinde celeilalte daune-interese. | 10.3 If the force majeure event takes place or is estimated to take place for more than 6 months, either Party can notify rightful termination of the Contract to the other Party and neither of the Parties will have the right to request damages from the other Party. |
| **Art.11 Modificare si incetare**  | **Art. 11 Amendments and termination** |
| 11.1.Contractul poate fi modificat doar prin act aditional semnat de Parti. | 11.1 The contract may only be amended by written agreement signed by both Parties.  |
| 11.2. Contractul poate inceta: | 11.2 The contract can be terminated: |
| * prin act aditional semnat de Parti
 | * by addendum signed by the Parties
 |
| * prin reziliere (incetare din vina uneia dintre Parti), la cererea oricarei Parti, daca Partea nu si-a indeplinit obligatiile contractuale, cu o notificare prealabila de 10 zile si dupa oferirea unui termen rezonabil de remediere a incalcarii contractuale
 | * by termination (due to default) on demand of any Party, if a Party does not fulfill its obligations under the Contract, with 10 days prior notice and after offering a reasonable term to remedy the breach of contract
 |
| * prin denuntare unilaterala (incetare fara vina vreunei Parti), la cererea oricarei Parti, cu o notificare prealabila de 30 zile
 | * by unilateral termination (termination without the fault of any Party), with a prior notice of 30 days
 |
| 11.3. Incetarea prezentului Contract nu va avea niciun efect asupra obligatiilor deja scadente intre Parti. | 11.3 The terminations of this Contract will not have any effect on the obligations already due between the Parties. |
| **Art. 12 Jurisdictie si lege aplicabila**  | **Art. 12 Applicable law and litigation** |
| 12.1. Contractului i se aplica legislatia romana. | 12.1 The contract is governed by Romanian law.  |
| 12.2. Orice disputa legata de Contract se va solutiona prin intelegere amiabila, iar daca negocierile esueaza, incidentul va fi solutionat de instanta de judecata competenta corespunzatoare, Judecatoria Sector 1. | 12.2 Any dispute related to the Contract will be solved by amiable negotiations and, if negotiations fail, by the competent Romanian courts of law in Bucharest District 1. |
| Contractul se va incheia in 2 exemplare originale, cate unul pentru fiecare parte/prin semnare la distanta pe e-mail. | The contract will be concluded in 2 original counterparts, one for each Party/ by remote signing via e-mail. |
| **Anexa 1** **– Lista servicii** este parte componenta a Contractului si se ataseaza la acesta. | **Annex 1- The list of services** is part of the contract and it is attached to it. |
| *-Urmeaza pagina cu semnaturi-* | *-Signatory page follows-* |

**Prestator/ The Provider**

X reprezentat de/ represented by X

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Beneficiar/ The Beneficiary**

X reprezentat de/ represented by X

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Anexa 1 – Lista servicii**

|  |  |  |  |
| --- | --- | --- | --- |
| Nr. crt. | Serviciu | Pret | Detalii |
| 1 | Realizare website | 1000 Euro |  |
| 2 | Traducere 1000 text engleza 1000 caractere | 150 Euro |  |
| 3 | Realizare postari social media | 100 Euro | Serviciu oferit lunar |

**Annex 1- List of services**

|  |  |  |  |
| --- | --- | --- | --- |
| No.  | Service | Price | Details |
| 1 | Website creation | 1000 Euro |  |
| 2 | Text translation into English 1000 charachers | 150 Euro |  |
| 3 | Social media posts | 100 Euro | Monthly service |