

PPP AGREEMENT: DIALYSIS SERVICES

PPP PROJECTS COURSE

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TERMS AND INTERPRETATION OF AGREEMENT

- Terms
- Interpretation of Agreement

REPRESENTATIONS AND WARRANTIES OF PARTIES

- Representations and warranties of Public Partner
- Representations and warranties of Private Partner
- Effects of breach of representations and warranties

SUBJECT MATTER, ENTRY INTO FORCE AND TERM OF AGREEMENT

- Subject Matter of Agreement
- Entry into Force and Term of Agreement
- Conditions to Effectiveness to be satisfied by the Public Partner
- Conditions to Effectiveness to be satisfied by the Private Partner
- Conditions of Agreement entering into force on Execution Date

PRIMARY OBLIGATIONS OF PARTIES

- Obligations of Private Partner
- Obligations of Public Partner

FACILITY AND EQUIPMENT

- Facility
- Equipment
- Obligations specific to Facility and Equipment
- Conditions to Commissioning
- Acceptance Certificate

PROVISION OF DIALYSIS AND OTHER SERVICES

- Dialysis Services
- Payments for Dialysis Services
- Budgetary Account
- Optional Services
- Related services, software and patient records

APPLICABLE PERMITS

- Obtaining of applicable permits
- Assistance of Public Partner

PERSONNEL

- Employment of Personnel
- Alternative Employment Plan
- Qualification and Training of Personnel
- Observance of Legislation and IFC Performance Standards

THIRD PARTIES

- The Private Partner may engage any third parties to perform Obligations of Private Partner, including for the purposes of Establishment of Facility (the "Third Parties"), except for the Core Clinical Services.
- The Private Partner shall assume and bear full liability to the Public Partner for actions or omissions of Third Parties, as if such actions were undertaken by the Private Party itself, and shall ensure that the Third Parties act in accordance with and not in contravention of the provisions of the Agreement and Legislation.
- The Private Partner shall exercise commercially reasonable efforts to ensure that the terms and conditions of its contracts with the Third Parties allow for their assignment by the Private Partner to the Public Partner.

INTELLECTUAL PROPERTY

- The Private Partner shall, at its own expense, acquire from any Third Parties such intellectual property rights as may be necessary to perform Obligations of Private Partner, ensure that such rights are registered in due time and undertake such actions as may be necessary to obtain a license for intellectual property rights created and/or acquired throughout the Term of Agreement.

INSURANCE

- Mandatory insurance
- Insurance

ENVIRONMENTAL AND SOCIAL OBLIGATIONS

E&S Management System

- For the purposes of managing environmental and social risks and impacts of the Project, the Private Partner shall ensure the development and implementation during the Term of Agreement of the E&S Management System consistent with the requirements of Legislation and IFC Performance Standard 1, as detailed in Annex [...].

FINANCING OF PROJECT

- The Private Partner shall ensure the financing of the Project by equity financing and/or debt financing in the amount sufficient for the performance of Obligations of Private Partner and implementation of Project set out in the Technical Proposal, provided always that the amount of debt financing shall not exceed seventy per cent (70%) of such total amount (the "Project Investments"), except for intragroup loans between the group which shall not be affected by the abovementioned percentage (if applicable), provided always that these are subordinated to any external indebtedness.

BANK GUARANTEE

- To secure performance of Obligations of Private Partner after the Effective Date, the Private Partner shall grant the Public Partner an irrevocable and unconditional bank guarantee for the entire Term of Agreement amounting to [US Dollars [...]] (USD [...]) in the form, on the terms and conditions set out in Annex [...]] (the "Bank Guarantee").

BANK GUARANTEE

- Until the Private Partner has provided the Bank Guarantee, the Bid Bond shall remain in full force and effect. Once the Private Partner has provided the Bank Guarantee, the Public Partner within thirty (30) calendar days shall release the Bid Bond to the Private Partner.

MONITORING AND REPORTING

- Monitoring of performance of Obligations of Private Partner
- Reporting obligations of Private Partner

LIAISON/ MEDIATION COMMITTEE

- Composition of the Liaison Committee
- Powers of Liaison Committee
- Procedures of Liaison Committee
- Changes in composition and procedures of the Liaison Committee

SPECIAL EVENTS

- Definition of Special Event
- Effects of Special Event
- Steps of Parties to address Special Event
- Compensation for Losses caused by Special Event
- Favourable Change in Legislation

LIABILITY OF PARTIES

- In case of non-performance or improper performance of obligations contemplated by this Agreement, the Parties shall bear liability as provided in this Agreement and Legislation; provided however, that the aggregate liability of either Party shall not exceed one hundred and fifty percent (150%) of the Total Contract Value.

FORCE MAJEURE EVENTS

- Definition of Force Majeure Events
- Steps to address Force Majeure Events

AMENDMENTS TO AGREEMENT

- The Parties may make amendments to the Agreement, including its Annexes by an agreement in writing, signed by both parties as an addendum to the Agreement.

TERMINATION OF AGREEMENT

- Termination of Agreement due to expiration of Term of Agreement
- Early termination of Agreement by mutual consent of Parties
- Early termination of Agreement for Private Partner's Default
- Early termination of Agreement for Public Partner's Default or due to a Special Event

TERMINATION OF AGREEMENT

- Early termination of Agreement due to a Force Majeure Event
- Procedure for early termination of Agreement
- Compensation on Termination
- Steps of Parties during termination of Agreement

DISPUTE RESOLUTION

- Applicable law
- Good faith negotiations
- Arbitration

NOTICES

Any notice or other communication required under this Agreement shall be given in writing in Russian and shall be delivered by registered mail, return receipt requested, or courier service to the addresses indicated below:

- If to the Public Partner:
 - [...]
- If to the Private Partner:
 - [...]

CONFIDENTIALITY

The Parties shall maintain confidentiality of this Agreement including all Annexes thereto and other documents and/or information disclosed or provided by either Party under this Agreement. This obligation of confidentiality shall not apply to information that is:

- [...]

OTHER PROVISIONS

- Assignment by the Public Partner
- [...]
- Step-in rights
- Representatives of Parties
- Validity of Agreement
- Language of Agreement and number of counterparts

LIST OF ANNEXES TO AGREEMENT

- Technical Requirements for Facility
- Acts of Public Partner
- Scope of Dialysis Services
- Patient Outcome Performance Penalties
- Payment for Dialysis Services

LIST OF ANNEXES TO AGREEMENT

- Applicable Permits
- Personnel
- Forms of Reports of Private Partner
- Requirements to E&S Management System
- Technical Proposal

LIST OF ANNEXES TO AGREEMENT

- Insurance
- Form of Bank Guarantee
- Patient satisfaction survey form
- State Support
- Compensation on Termination
- Rules of revisions to scope of Dialysis Services
- Project Implementation Schedule

SIGNATURES OF PARTIES

Public Partner:

Signed by:

[REPRESENTATIVE'S
NAME,
REPRESENTATIVE'S
TITLE]

Seal

Private Partner:

Signed by:

[REPRESENTATIVE'S
NAME,
REPRESENTATIVE'S
TITLE]

Seal