

**REQUEST FOR PROPOSALS  
TO ACT AS A BUSINESS DEVELOPMENT ADVISER  
IN RELATION TO GROWTHFUND'S PORT AUTHORITIES**

*Athens, August 7<sup>th</sup>, 2025*

**1. Introduction**

By virtue of the Joint Ministerial Decision No 222/5.11.2012 issued by the Inter-ministerial Committee for Asset Restructuring & Privatisation (ICARP) (Government Gazette B'/2996/12.11.2012) and pursuant to Law 3986/2011 as in force, the Hellenic Republic ("**HR**") has transferred to the Hellenic Republic Asset Development Fund S.A. ("**HRADF**"), free of consideration shares corresponding to 100% of the share capital of the 10 non-listed Port Authorities Sociétés Anonymes including Patra Port Authority S.A, Rafina Port Authority S.A, Elefsina Port Authority S.A, Corfu Port Authority S.A and Kavala Port Authority S.A., ( the "**Port Authorities**").

Following the Merger Agreement dated 23.12.2024 (Government Gazette B 7093/24.12.2024) was registered in the General Commercial Register (G.E.M.I.) with Registration Code 5215680 on 31.12.2024, HRADF was merged through absorption by the "Hellenic Corporation of Assets and Participations S.A." ("**HCAP**" or "**Growthfund**") pursuant to articles 188A and 188B of Law 4389/2016, as added by articles 5 and 6 of Law 5131/2024 (Government Gazette A 128/02.08.2024), and the provisions of Law 4601/2019, as in force.

HCAP is aiming to develop the Port Authorities and therefore explores various approaches and set specific targets for each Port Authority, taking into account the activities of each Port Authority and the environment within which each Port Authority operates. It is noted that HCAP is already in the process of developing the Alexandroupolis Port Authority and the Volos Port Authority and to that end the preparation of business plans is already underway.

Within this context and in its capacity as shareholder of the Port Authorities, the HCAP is seeking to engage a leading and highly experienced international firm or a consortium of experiences international firms, with solid and proven track record in the port sector, to act as a business development adviser (the "**Business Development Adviser**") for the Port Authorities. The Business Development Advisor will (i) provide advice and guidance to HCAP in relation to the maximization of the value of the Port Authorities and (ii) provide services in relation to the

business potential and port development strategy of each Port Authority, taking into consideration the strategic importance of the port infrastructure operated by each of them. The Business Development Adviser shall collect recent information, identify important stakeholders and provide inputs for the development strategy and envisaged role of the private sector with a view to assessing the options for future use and business potential and elaborate on the development strategy for each Port Authority.

The Business Development Adviser, in light of its findings, will prepare a comprehensive business plan for each Port Authority, in consultation with HCAP and the management of each Port Authority, aiming at its potential development, taking into consideration potential synergies with other strategic infrastructure assets of the HR and/or the HCAP and HCAP's subsidiaries. The Business Development Adviser shall further provide specific recommendations as to the development strategy of each Port Authority.

The tender process for the selection of the Business Development Adviser (the **"Process"**) shall be conducted in accordance with the Procurement Regulation of article 8 para 4 of Law 3986/2011 (Decision No 2/16128/0025 of the Minister of Finance (Government Gazette B'/476/2014) which remains in force for assets of the former HRADF pursuant to article 33 para 10 of Law 5131/2024 (hereinafter referred to as the **"Procurement Regulation"**). Interested parties wishing to participate in the Process (the **"Interested Parties"**) are hereby invited to submit a proposal (the **"Proposal"**) according to the terms of this Request for Proposals (the **"Request for Proposals"**).

## **2. Scope of Work**

Within the above framework, the Business Development Adviser is expected to provide, inter alia, the following services (the **"Services"**):

Review the Greek and regional macroeconomic environment (macro) and any other available data (micro) with regard to each Port Authority;

- Provide a market review analysis of each Port Authority including, but not limited to the following:
  - Review of its market;
  - Key industry trends as well as demand drivers / stage of the industry in the respective markets;

- Detailed profile of organic market growth potential;
  - Historical and projected development of market shares;
  - Delimitation of the potential hinterland coverage of the port infrastructure (captive, overlapping and/or contestable) according to commodity type, seasonality, business cycles and/or other parameters;
  - Identification of the hinterland flows (inbound and outbound) and the hinterland accessibility to the port infrastructure (supply characteristics of the transport system as well as actual use and level of satisfaction);
  - Identification of the foreland and potential synergies with other ports and inland freight transport systems;
  - Identification of the competitive landscape and the competitive margins with other ports and its breakdown by commodity type (e.g. dry/liquid bulk, grains, containers, and/or other industrial commodities);
  - Competitor mapping (positioning of competitors, strategic direction, etc.);
  - Key success factors (with regard to customers).
- Review, assess and elaborate on the current status of each Port Authority from a commercial and operational point of view. In this respect, the Business Development Adviser shall be required, inter alia, to:
    - Review, document and elaborate on all port infrastructure managed by each Port Authority including indicatively location, catchment area and hinterland (for volume off take/ movement), age of assets, facility characteristics, equipment (capacity gantry cranes, outreach, gauge, speed, etc.), physical description, hours of operations, staffing, etc.;
    - Review and elaborate on the positioning of the infrastructure of each Port Authority, its strategy, situation, customers, management organization, etc.;
    - Review and assess the operational efficiency of each Port Authority;
    - Conduct structured and/or open interviews with potential users of each Port Authority which the Business Development Adviser shall identify based on its expertise (inter alia industrial producers eg. steel plants, power generation plants, oil refineries, and chemical companies, other cargo owners/managers, freight forwarders, multimodal transport operators, shipping companies and other logistics organizers)

- Provide a SWOT analysis.
- Together with HCAP and the Management of each Port Authority, the Business Development Adviser shall develop five (5) separate appropriate business plans (one for each Port Authority). This task includes, but is not limited to the following:
  - Review of the port tariffs by customer type;
  - Review and elaboration on the historical and projected volume developments of the port infrastructure (including relevant breakdowns by type);
  - Review and elaboration on the historical cargo and passenger traffic and the business plan assumptions of the port infrastructure (including relevant breakdowns by type);
  - Review and elaboration on the historical development of types and volumes of ships and the business plan assumptions;
  - Elaboration of a detailed long-term forecast of the Port's traffic, with breakdown of traffic (e.g. by cargo, passenger, ships, etc.);
  - Review and elaboration of company contracts with shipping lines and other customers;
  - Review and elaboration of operating costs by cargo segment;
  - Review and assessment of historical and planned capital expenditure programmes.
- Compile and consolidate the findings of the key issues into a comprehensive 5-year Business Plan for each Port Authority.
- The Business Development Adviser shall further provide specific recommendations as to the development strategy of each Port Authority and the respective port infrastructure, taking into consideration potential synergies with other strategic infrastructure assets of the HR and/or the HCAP and HCAP's subsidiaries and recommending potential joint development of assets of a Port Authority with other assets of the HR and/or the HCAP. The development strategy of each Port Authority shall be summarized in 5 separate comprehensive and analytical roadmaps, clearly defining the main actions to be taken, the roles of HCAP, of the respective Port Authority and other key stakeholders, as well as the corresponding timeline for implementation. Within this respect, the Business Development Adviser shall, in particular:

- select and prioritize the projects and development opportunities on which each Port Authority should focus on in the coming years;
- provide the type and level of necessary investments related to these key projects, and indicate the financial needs and the ways and means of financing;
- propose an appropriate structure for the roles of public and private stakeholders and their possible cooperation in Public Private Partnerships, for each project or development opportunity;
- provide specific recommendations for the improvement of the transport and logistical level of the accessibility profile of the port infrastructure to the hinterland identified;
- provide specific recommendations with a view to increase coordination among different supply chain actors and optimize activity bundling, in order to develop and establish attractive transport corridors;
- develop a financial model to assess the economic attractiveness of the development plan of each Port Authority;
- provide an adequate governance model and propose measures to be implemented by each Port Authority in the future (indicatively potential management contracts for the development of commercial and other activities);
- In co-operation with the technical consultants of the Growthfund, who are involved in the master planning process, propose a 'high-level spatial development framework sufficient for financial modelling.

### **3. Duration and Fees**

- 3.1.** The duration of the engagement shall be up to six (6) calendar months.
- 3.2.** An extension of the duration of the engagement may be agreed upon if it is deemed necessary for the conclusion of the Services, under the terms provided for in the Procurement Regulation.
- 3.3.** HCAP reserves hereby the right to extend or amend the engagement with the Business Development Adviser in order to include complementary services, which may be required and cannot be identified today, but they shall prove either to be inseparable from the original engagement without causing a major issue or because they are

absolutely necessary for the completion of the Services, in accordance with the provisions of the Procurement Regulation.

**3.4. Budget:** The maximum available budget for the Services is Euro 150,000.00 excluding VAT (the “**Budget**”).

**3.5.** The Budget includes all the fees and expenses to be paid to the Business Development Adviser in relation to the Services.

#### **4. Necessary Qualifications**

Interested Parties should be able to demonstrate their standing, international reputation and professional expertise and experience in relation to similar to the Services procured under the Request for Proposals.

**4.1. Track Record & Experience:** Proof of relevant track record and experience in the provision of services within the last five (5) years as regards the preparation and implementation of the business plans and strategy adopted by port operators, in any case regardless of the operational structure of the ports concerned. Proven experience in the management of port terminals and operators will be highly appreciated. The dossier of the Proposal should include obligatorily a catalogue of all relevant projects in which the Interested Party has participated in the last five (5) years (**DOSSIER A'**).

**4.2. Project Team:** Proposed team composition and its proposed structure, including the definition of the engagement leader and of the senior members of the team. The Dossier should also include the CVs and a list of any relevant project experience of all the members of the proposed project team during the past five (5) years. Experience of at least one senior member in port operation and management at C -level is desirable. The suggested senior members of the project team may be replaced only with HCAP's prior consent, which shall not be unreasonably withheld (**DOSSIER B'**).

**4.3. Financial Offer:** The Proposal should include a total financial offer for the Services. The proposed fees shall include all required expenses to complete the assignment. (**DOSSIER C'**).

**4.4.** The Interested Parties and the members of their proposed teams must formally declare in writing that they do not have a conflict of interest in relation to the Services. Such a declaration confirming the absence of any conflict of interest shall be in effect

throughout the term of the engagement of the Business Development Adviser with HCAP. An Interested Party, in its capacity of employer, may submit the abovementioned declaration in the name and on behalf of one or more members (natural persons) of the proposed project team only in case that such natural person is directly employed by the Interested Party (i.e. through a labour contract). In such case the declaration of the Interested Party shall state the names of the members of the proposed team who are its employees. The abovementioned declarations should be included in Dossier B' of the Proposals.

**4.5.** The Growthfund may exclude an Interested Party, if such Interested Party is subject to United Nations (UN) sanctions and/or European Union ("EU") restrictive measures implemented pursuant to any EU Regulation under Article 215 of the Treaty on the Functioning of the European Union (OJ L 326) or Decision adopted under the EU Common Foreign and Security Policy (including Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, as amended and currently in force). The same applies if the Interested Party is under control, directly or indirectly, either by contract or de facto, or is acting on behalf or in the direction of an entity which is subject to such sanctions and/or restrictive measures. Accordingly, Interested Parties are required to submit, in Dossier B, a solemn declaration confirming the absence of such sanctions. The Growthfund is entitled to require, at its sole discretion, any further information from the Interested Party to ascertain compliance with this paragraph.

**4.6.** The Interested Parties must meet all the qualifications as described above. Interested parties who fail to submit their Proposal in compliance with the required qualifications of this Request for Proposals, shall be disqualified.

**4.7.** The Business Development Adviser must observe and abide by the rules provided for in article 7 of Law 3049/2002 and their professional code of conduct and the relevant confidentiality rules in particular, even after the conclusion of the engagement.

## **5. SELECTION PROCESS**

**5.1.** The assignment will be awarded in accordance with the provisions of Law 3986/2011 and 2.3 of the Procurement Regulation.

5.2. HCAP will evaluate the Proposals submitted according to the criteria set out in Section 4 and in accordance with the table below. The assignment will be awarded to the Interested Party with the highest score (the **“Preferred Bidder”**). HCAP has the right to declare the Interested Party with the second highest score as the substitute for the Preferred Bidder (the **“Substitute Preferred Bidder”**).

5.3. Interested Parties are evaluated based on the following criteria and their respective weighting:

| Criterion                              | Weighting |
|--|-----------|
| Track Record & Experience – Dossier A’ | 35%       |
| Project Team– Dossier B’               | 35%       |
| Financial Offer – Dossier C’           | 30%       |

5.4. HCAP may require additional documents and/or clarifications, information, additions, or adjustments from the Interested Parties in connection with any issue related to their Proposals. The Interested Parties may be also requested to present their approach for the assignment following the submission of their Proposals.

5.5. HCAP hereby reserves the right to require (if deemed necessary), the provision of supplemental services for any update of the awarded services that may constitute a repetition of the similar services pursuant to article 2.5 D of the Procurement Regulation.

5.6. The Proposals, consisting of Dossiers A’, B’ and C’, the declarations confirming the absence of any conflict of interest and restrictive measures as per paragraphs 4.4 and 4.5, and any other supporting documentation which proves the required experience and expertise of the Interested Parties as well as of the individual members of their proposed team, are permissibly submitted:

- i. electronically by e-mail to the e-mail address: [tender@growthfund.gr](mailto:tender@growthfund.gr) (for the attention of Ms. Anna Giannoulaki), marked **“PORT AUTHORITIES BUSINESS PLAN SERVICES”**; or
- ii. by uploading the files to a secure electronic file to be created by the Fund, upon request by the Interested Party and notification of the correspondent's e-mail address to: up to 48 hours prior to the deadline for the submission of proposals, in



order for the latter to be sent the instructions and passwords for uploading the tender material (maximum overall file size 15GB).

- 5.7.** Dossier C' must be protected with a password; if not, the Interested Party shall be forthwith automatically disqualified. Following the assessment of Dossiers A' and B', and provided that the declarations as per paragraphs 4.4 and 4.5 hereof are included, only the Interested Parties which comply with the requirements under Section 4 (regarding Dossier A' and B') will be invited via e-mail to send the password for Dossiers C'. The Interested Parties who fail to comply with the above requirements will be notified accordingly. Following the assessment of Dossiers C', the Interested Parties (invited to send the password for Dossier C') will be notified about the outcome of the Process.
- 5.8.** The Proposals must be submitted electronically no later than **Wednesday 10<sup>th</sup> September 2025, by 15:00** (GMT + 2). Proposals submitted after the aforementioned deadline shall be deemed inadmissible and thus immediately rejected. In case of a late receipt, the Proposals shall not be evaluated.
- 5.9.** HCAP reserves fully the right to enter into discussions and negotiations with the Preferred Bidder to improve its financial bid, prior to the final award of the assignment.
- 5.10.** The award of the assignment is subject to the conclusion of a written contract (the "**Contract**").
- 5.11.** HCAP reserves the right, at its exclusive discretion and acting in good faith, to award the assignment to the Substitute Preferred Bidder in case the Preferred Bidder fails, within a reasonable period of time to agree with HCAP the terms and conditions of the Contract. In such a case, and for the avoidance of doubt, para 5.8 of this Request for Proposals shall apply.
- 5.12.** The Contract shall include, at least, the following terms:

**a. Liability**

Except in cases of force majeure, the Business Development Adviser shall compensate HCAP for any damage sustained by it as a result of the implementation of the Contract or because the assignment was not implemented in full compliance with the Contract. The Business Development Adviser shall be liable for any fault, whether by intent or negligence of any kind, in connection with or arising out of the Contract or any addition or variation thereto. Any limitation

of liability agreed under the Contract shall be subject to the governing law. The Business Development Adviser does not acquire towards HCAP' s officers, agents and/or employees and/or advisors, any right or claim for compensation, or indemnification, or other, for any reason or cause related to the Contract. In case the Business Development Adviser is a consortium, all members of the consortium, shall be jointly and severally liable under the Contract.

**b. Conflict of Interest**

The Business Development Adviser shall take all necessary measures to prevent and abstain (itself and any member of its team) from any situation where the impartial and objective implementation of the Contract is compromised for any reason and especially for reasons involving economic interest, political or national affinity, family or emotional life or any other shared interest with HCAP, or any third party related to the subject matter of the Contract.

Any situation constituting or likely to lead to a conflict of interests during the implementation of the Contract shall be notified to HCAP, in writing, without delay. The Business Development Adviser shall immediately take all necessary steps to rectify this situation. HCAP reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

**c. Confidentiality**

The Business Development Adviser shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the implementation of the Contract and which are explicitly indicated in writing as confidential, with the exception of information that is publicly available. The Business Development Adviser shall not use confidential information and documents for any reason other than fulfilling their obligations under the Contract, unless otherwise agreed with the other party in writing.

The Business Development Adviser shall be (itself and any member of its team) bound by the confidentiality obligations hereby during the implementation of the Contract and for a period of five (5) years starting from the final payment made, unless:

- (i) It is released from the confidentiality obligations earlier by the other party towards which the confidentiality obligation is due;
- (ii) the confidential information or documents become public through other means than a breach of the confidentiality obligations;

(iii) the disclosure of the confidential information or documents is required by law.

**d. Pre-existing rights and ownership and use of the Business Plan, the Roadmap and/or any other Deliverables** (including intellectual and industrial property rights)

(i) Ownership of the Reports

Unless stipulated otherwise in the Contract, ownership of the results of the Contract (including but not limited to the Business Plan, the Roadmap and/or any other Deliverables) including industrial and intellectual property rights, and of other documents relating to it, shall be vested in HCAP and VPA S.A.

(ii) Pre-existing rights

Pre-existing material is any materials, document, technology or know-how which exists prior to the Business Development Adviser using it for the production of a result in the implementation of the Contract.

Pre-existing right is any industrial and intellectual property right on pre-existing material; it may consist in a right of ownership, a license right and/or a right of use belonging to the beneficiary or any other third parties.

If HCAP sends to the Business Development Adviser a written request specifying which of the results (including but not limited to the Business Plan, the Roadmap, and/or any other Deliverables) it intends to use, the Business Development Adviser must establish a list specifying all pre-existing rights included in those results and provide this list to HCAP.

The Business Development Adviser shall ensure that it or its affiliated entities have all the rights to use any pre-existing rights during the assignment and the implementation of the Contract.

(iii) Rights of use of the results and of pre-existing rights by HCAP

The Business Development Adviser grants to HCAP the following rights to use the results of the Contract (including, but not limited to the Business Plan, the Roadmap, and/or any other Deliverables):

(a) for its own purposes, and in particular, to make available to any and all members of any corporate body, officer, employees, advisors and agents of HCAP, VPA S.A, HR and/or any competent EU authority, as well as to copy and reproduce in whole or in part and in an unlimited number of copies;

(b) reproduction: the right to authorize direct or indirect, temporary or permanent reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;

(c) communication to the public: the right to authorize any display performance or communication to the public, by wire or wireless means, including making the results available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them; this right also includes communication and broadcasting by cable or by satellite;

(d) distribution: the right to authorize any form of distribution of results or copies of the results to the public;

(e) adaptation: the right to modify the results;

(f) translation;

(g) the right to store and archive the results in line with the document management rules applicable to HCAP, including digitalization or converting the format for preservation or new use purposes.

Additional rights of use for the HCAP may be provided for in the Contract.

The Business Development Adviser shall warrant that HCAP has the right to use any pre-existing rights, which have been included in the Business Plan, the Roadmap and or any other Deliverables. Unless specified otherwise in the Contract, those pre-existing rights shall be used for the same purposes and under the same conditions applicable to the rights of use of the results (including but not limited to the Business Plan, the Roadmap and or any other Deliverables) of the assignment.

Information about the copyright owner shall be inserted when the result of the assignment (including but not limited to the Business Plan, the Roadmap and or any other Deliverables) is divulged by HCAP.

#### **e. Payment**

HCAP shall pay all fees to the Business Development Adviser within a period to be specified in the Contract following the date of submission of detailed invoices and or copies of appropriate corresponding evidence and/or any other document required by the accounting services of in accordance with applicable law. All payments under the Contract are exclusive of VAT, except

for the expenses. Any withholding or deduction of any tax, assessment or other central or local government charge of any nature shall be made in accordance with applicable law and HCAP will have no obligation to gross up any withholding or deduction.

**f. Assignment**

The Business Development Adviser may not assign and/or transfer any of its rights, claims and/or obligations under the Contract and may not be substituted in the performance of the Contract by any affiliate thereof or any third party.

**g. Suspension & Termination**

*Suspension of the Contract*

HCAP reserves the right, at the fullest extent possible and at its exclusive discretion, to suspend the provision of the services of the Business Development Adviser under the Contract (before its termination), upon prior written notice to the Business Development Adviser as will be specified in the Contract. In such a case of suspension, the Contract will be extended for a time period equal to the time period of the suspension.

*Termination of the Contract*

The Contract shall terminate upon expiry of the duration specified in the Contract (and in this Request for Proposals).

HCAP reserves the right to terminate the Contract with or without cause upon written notice to the Business Development Adviser with immediate effect.

The Business Development Adviser may terminate the Contract only with cause upon prior written notice to HCAP as will be specified in the Contract.

**h. Governing law**

The Contract and any non-contractual matters or obligations arising under, out of or in connection with the Contract shall be governed by and construed exclusively in accordance with the laws of the Hellenic Republic.

**i. Jurisdiction**

The courts of Athens, Greece shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Contract and any matter arising from, under or in connection with the Contract.

The parties irrevocably waive any right they may have to object to any action being brought in those courts, to claim that the action has been brought to an inconvenient forum or to claim that those courts do not have jurisdiction.

**j. Miscellaneous**

*Whole Agreement*

Unless otherwise explicitly provided in the Contract, the Contract shall constitute the entire agreement between HCAP and the Business Development Adviser and shall supersede any and all prior agreements, understandings and/or representations with respect to the engagement, except for any other confidentiality agreements previously delivered, as they may be modified or supplemented by provisions of the Contract.

*Validity of Contract terms*

If any provision of the Contract is held to be invalid, in whole or in part, such provision shall be deemed not to form part of the Contract. In any event, the enforceability of the remainder of the Contract will not be affected, unless such deletion substantially affects or alters the contractual basis of the Contract as provided by the governing law.

**6. TERMS AND CONDITIONS**

**6.1.** The Request for Proposals, the Process and the Proposals to be submitted are and shall be governed by and construed exclusively in accordance with the laws of the Hellenic Republic, taking also into consideration the prevailing market's levels, the practice of HCAP and its internal policy, including terms and conditions customary in the circumstances.

**6.2.** HCAP or any of its advisers, or agents, or employees, or officers is not to be held responsible or liable in respect of any error or misstatement/misrepresentation in, or omission from, this Request for Proposals. No person acquires against HCAP and its officers, agents, employees and officers, and/or her advisers, any right or claim for compensation, or indemnification, or other, for any reason or cause related to this Request for Proposals and/or the Proposal and/or the participation in the Process. No

representation, warranty or undertaking, expressed or implied, is, or will be made, in relation to the accuracy, adequacy or completeness of this Request for Proposals and the Process in general.

- 6.3.** HCAP reserves the right to amend the Contract with the Business Development Adviser in order to include complementary services that shall be deemed required and cannot be identified today but shall prove to be of real importance for the engagement and their separation from the engagement would cause a significant problem or delay for the Transaction, or services that shall be deemed absolutely necessary for the completion of the Transaction.
- 6.4.** HCAP reserves the right, at the fullest extent possible and at its exclusive discretion, to cancel, suspend, amend or postpone this procedure, without any prior notice or update, as well as to terminate any negotiations or discussions at any stage of the Process, without incurring any liability whatsoever as against any participant and/or any third party.
- 6.5.** The submission of a Proposal constitutes full and unconditional acceptance of the terms and conditions of this Request for Proposals, recognises the legitimacy and unreservedly and fully accepts the terms and conditions of the Request for Proposals and acknowledges that it is fully apprised of local conditions, and the regulations and contractual and organisational framework within which the Fund operates and of the requirements contained in the Request for Proposals. Any failure to comply with the terms of the Request for Proposals or any failure to provide the necessary information may be deemed by HCAP, at its discretion, as sufficient grounds for rejecting a proposal.
- 6.6.** Any conditional offers and/or any terms and conditions contained in the Proposals, which are not in compliance with this Request for Proposals, shall not be taken into consideration and shall not bind HCAP in any way whatsoever.
- 6.7.** Any dispute arising under, or out of, or in connection with the present Request for Proposals, including the Proposals submitted shall be subject to the exclusive jurisdiction of the Courts of Athens, Greece.
- 6.8.** Confidentiality- Data Protection: The Fund shall treat all information submitted by the Interested Parties during the Process as strictly confidential. All information shall be used

strictly for the purposes of the evaluation of the Proposals submitted, and the Fund shall endeavor to take all necessary measures to ensure their confidentiality.

- 6.9.** HCAP acts as data controller regarding personal data of individuals which are collected in the context of this Request for Proposals and the Process (indicatively as per Qualification Criteria of Section 4 hereof) and the processing of said data is to be conducted pursuant to the legislation regarding the protection of personal data, especially the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) as well as with the Greek Law 4624/2019, as in force.
- 6.10.** The purpose of processing is the implementation of the Process, the evaluation of Proposals submitted by Interested Parties and their monitoring, the safeguarding of the Fund's rights and the security and protection of transactions in general, the fulfillment of the Fund's legal obligations, the prevention of fraud against the Fund, as well as informing Interested Parties regarding the evaluation of their submitted Proposals.
- 6.11.** Said personal data may be shared with public entities and judicial authorities within their competence.
- 6.12.** The personal data collected and processed in the context of the Request for Proposals may be retained for a period starting from the date of their receipt and lasting: (a) for 10 years in case no Contract is concluded (b) for 20 years in case the Contract is signed. After the expiration of the above periods, the personal data will be properly destroyed.
- 6.13.** Pursuant to the General Data Protection Regulation, natural persons have the following rights regarding the processing of their personal data: (a) access and information, (b) correction, (c) deletion, (d) limitation of processing, (f) opposition to the processing of their personal data, including opposition to automated decision making and profiling, and (g) data portability. For the enforcement of said rights or any other related enquiry, persons concerned may address the Fund in writing (e-mail: [dpo@hraf.gr](mailto:dpo@hraf.gr)). HCAP shall take every possible measure to satisfy data subject's requests within a reasonable time and not later than one (1) month at most, which may be extended by two (2) more months at most if the request is complex or there is a large number of requests,



informing the data subject of such delay within one (1) month from receipt of the request. HCAP has the right to deny the request for erasure of any natural person's data, if their retention is necessary for compliance with a legal obligation, for the performance of a task carried out in the public interest, for archiving purposes in the public interest, or for the establishment, exercise or defense of legal claims or third-party claims. The enforcement of said rights does not relieve Interested Parties from their obligations deriving from their participation in the Process.

- 6.14.** All Interested Parties shall comply with the existing national and European legal and regulatory framework with respect to the protection of personal data and shall take all necessary technical and organizational measures to ensure that the requirements of the General Data Protection Regulation are met. More specifically, the Interested Parties declare that they have established the legal basis for the transfer and provision of all personal data provided to the Fund in the context of the Process and that they have properly informed all natural persons, whose personal data are being provided to the Fund, in accordance with the requirements of the national and EU legislation on personal data protection.