REPUBLIKA SLOVENIJA
MINISTRSTVO ZA KOHEZIJO IN REGIONALNI RAZVOJ
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Contracting Authority:	Contract signatory: Dr Aleksander Jevšek, Minister
Ministry of Cohesion and Regional Development Kotnikova 5 SI - 1000 Ljubljana represented by Aleksander Jevšek, Minister	
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and

Contractor:	Contract signatory:
[name of the Contractor] [address/registered office of the Contractor] represented by [name and surname of the legal representative], Director	
Registration number:	Telephone number:
Tax ID number:	E-mail:
Bank account: managed by:	

hereby conclude the following

CONTRACT No.
for the procurement "Semantic analysis of RDI achievements in the priority areas of the Slovenian Sustainable Smart Specialisation Strategy (S5)"

I. INTRODUCTORY PROVISIONS

1. Article

The Contracting Parties hereby initially establish that:

- the Contracting Authority carried out a procurement procedure for "Semantic analysis of RDI achievements in the priority areas of the Slovenian Sustainable Smart Specialisation Strategy (S5)";
- the procurement was carried out as a low-value contract pursuant to Article 47 of the procurement Act (ZJN-3);

- the contract notice was published on the procurement portal of the Official Gazette of the Republic of Slovenia on under no. , and in the Official Journal of the European under no. ;
- the Contractor was selected as the most advantageous tenderer for the procurement "Semantic analysis of RDI achievements in the priority areas of the Slovenian Sustainable Smart Specialisation Strategy (S5)" on the basis of Award decision number of ;
- this Contract is concluded to define more precisely the rights and obligations of the Contracting Parties regarding the performance of the subject of the procurement;
- the Contractor as the contractual processor in the processing of personal data will comply with 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" (hereinafter: Regulation) and applicable national legislation.

2. Article

The Contracting Parties agree that the Contract is concluded on the basis of the following regulations and documents:

- Budget of the Republic of Slovenia for 2024 (Official Gazette of the Republic of Slovenia [*Uradni list RS*], Nos. 150/22) and123/23);
- Act Regulating the Implementation of the Budgets of the Republic of Slovenia for 2024 and 2025 (Official Gazette of the Republic of Slovenia [*Uradni list RS*], Nos. 123/23, 12/24);
- Public Finance Act (Official Gazette of the Republic of Slovenia [*Uradni list RS*], No. 11/11 – official consolidated text, with all amendments);
- procurement Act (Official Gazette of the Republic of Slovenia [*Uradni list RS*], No. 91/15, with all amendments; hereinafter: ZJN-3);
- Obligations Code (Official Gazette of the Republic of Slovenia [*Uradni list RS*], No. 97/07, with all amendments; hereinafter: OZ);
- Copyright and Related Rights Act (Official Gazette of the Republic of Slovenia [*Uradni list RS*], No. 16/07 – official consolidated text 1, with all amendments; hereinafter: ZASP);
- Industrial Property Act (Official Gazette of the Republic of Slovenia [*Uradni list RS*], Nos. 51/06 – official consolidated text, 100/13, 23/20, 76/23; hereinafter: ZIL);
- Rules on the implementation of procurement procedures at the Ministry of Cohesion and Regional Development, no. 0071-1/2024-1630-5 of 7 February 2024, with all amendments.

II. SUBJECT AND METHOD OF THE CONTRACT PERFORMANCE

3. Article

The subject of the Contract is the procurement "Semantic analysis of RDI achievements in the priority areas of the Slovenian Sustainable Smart Specialisation Strategy (S5)".

The subject of the procurement includes the Semantic analysis of RDI achievements in the priority areas of the Slovenian Sustainable Smart Specialisation Strategy (S5) to be carried out using artificial intelligence tools with thematic modelling methods or other equivalent methods in selected publicly available databases.

/contract sample – procurement/

A more detailed definition of the subject of the Contract is set out in the Procurement specification (Appendix 1) and the Contractor's tender number of , which are an integral part of this Contract (Appendix 2).

4. Article

The Contractor undertakes to perform the contractual works itself with its expert team as specified in Contract no. of .

The substitution of individuals in the project team shall only be possible with the prior written consent of the Contracting Authority. Substitute persons must meet all the conditions regarding personnel abilities for the role.

The Contractor undertakes that there are no circumstances regarding the Contractor or any other person or entity involved in the performance of the subject of the Contract which may affect its ability, in appearance or in fact, to provide an independent, impartial and professional service. If such circumstances arise, the Contractor undertakes to promptly inform the Contracting Authority.

If the Contracting Authority becomes aware of any such circumstances on the part of the Contractor or other persons or entities involved in the performance of the subject of the Contract which may affect their ability, in appearance or in fact, to provide an independent, impartial and professional provision of contractual services, the Contracting Authority may request that the Contractor provide further clarifications and proposals for measures to eliminate such circumstances (e.g. substitution of the responsible persons on the part of the Contractor or other persons or entities involved in the performance of the subject of the Contract). If the Contractor fails to propose measures to eliminate such circumstances or if the measures are not such as to ensure the independent, impartial and professional provision of contractual services, the Contracting Authority may withdraw from the Contract.

5. Article

/This Article shall only be included if the tenderer acts with a subcontractor/subcontractors/

The Contractor will provide the contractual services with the subcontractors indicated in the completed form "Statement" of the bidding documents attached to, and forming an integral part of, this Contract, to the extent and in the manner specified in the form "Statement" of the bidding documents.

During the performance of this Contract, the Contractor shall notify the Contracting Authority of any modifications to data referred to in paragraph two of Article 94 of the ZJN-3, and send the Contracting Authority information about new subcontractors within 5 (five) days of the modification. If new subcontractors are included, the Contractor must, pursuant to paragraph three of Article 94 of the ZJN-3, present the Contracting Authority with the following information and documents along with a notification:

- contact information and legal representatives of the new subcontractors;
- filled in forms "*Statement*" from the bidding documents for each new subcontractor;
- written request from the subcontractor for direct payment, if so requested by the new subcontractor.

In relation to the Contracting Authority, the Contractor shall be fully responsible for the provision of the services that are the subject of this Contract.

/contract sample – procurement/
If the Contracting Authority establishes that the services are being performed by a subcontractor that has not been named by the Contractor in its tender or which has not been agreed on with this Contract or the Contractor failed to register the subcontractor in the manner specified in this Article, the Contracting Authority shall have the right to withdraw from this Contract. The Contracting Authority reserves the right to check the employees of any of the subcontractors performing work at the site where the services are being performed at any time. All employees must provide legitimate data to the Contracting Authority.

/This paragraph shall only be included if the subcontractor intends to request direct payment./:
Direct payments to the subcontractors under this Contract shall be mandatory. The Contractor shall authorise the Contracting Authority to directly pay, on the basis of approved invoices, the subcontractors for the works performed under direct contract. The Contractor must also enclose with the invoice previously confirmed invoices of the subcontractor(s) that performed works under the direct contract.

or

/This paragraph shall only be included if the subcontractor does not intend to request direct payment./: In sixty (60) days from the payment of the invoice, the Contractor must send to the Contracting Authority its written statement and a written statement of the subcontractor confirming that the subcontractor received the payment for the provided services directly related to the subject of the procurement.

III. REPORTING AND OUTPUT

6. Article

The Contractor shall report to the Contracting Authority on the performed activities in interim reports and a final report, which shall include a specification (a more detailed definition of the content of the report showing the quantity of the performed work) and appendices for the activities performed in the preceding period. The form and integral parts of an interim report can be found in the appendix/form.

The report shall be examined by the Contracting Authority within five (5) working days of receipt, and approved in writing if satisfactory. If deficiencies are identified, the Contracting Authority shall give the Contractor a period of eight (8) working days to eliminate them. After the deficiencies have been eliminated, minutes shall be drawn up and attached to the interim report.

The Contractor shall submit reports and perform activities on the basis of the timetable defined in the Procurement specification:

- deadline for completion of Activity 1 (sub-activity 1 to 4 – Milestone 1): 2 November 2024 EOD;
- deadline for completion of Activity 1 in full (Milestone 2): 12 December 2024 EOD;
- deadline for presentation following the performance of Activity 1 (in full): 17 December 2024 EOD;
- deadline for completion of Activity 2 (Milestone 3): 7 January 2025 EOD;
- deadline for submission of the final report: 15 January 2025 EOD;
- deadline for presentation of the final report at the headquarters of the Contracting Authority: 20 January 2025.

/contract sample – procurement/
The deadline for the presentation of the final report at the headquarters of the Contracting Authority may be changed on the basis of an agreement between the Contracting Authority and the Contractor.

The Contractor will send reports with appendices, minutes, any other documents produced to the Contracting Authority at gp.mkrr@gov.si by referring to the procurement number, and attach them to each invoice.

IV. CONTRACT VALUE AND PAYMENT CONDITIONS

7. Article

The contract value is EUR excl. VAT or EUR with all pertaining charges.

The contract value shall include all the works under the tender that constitutes an integral part of this Contract, and all costs incurred by the Contractor in connection with the fulfilment of its obligations under this Contract. The Contracting Parties expressly agree that the Contractor shall not be entitled to the reimbursement of any additional direct or indirect costs in connection with the performance of the subject of this Contract, such as telephone, fax, post, copying and reproduction, transport, travel, accommodation, translation, proofreading costs, and any other costs.

The contractual service shall be charged at the price set out in the bidding pro forma invoice no. of , which is an integral part of this Contract.

The price quoted in the bidding pro forma invoice shall not be subject to change and shall be fixed throughout the duration of this Contract.

8. Article

The funds for the performance of this Contract shall be provided in the budget of the Contracting Authority for 2024, i.e. on budget item 213084 – project in the NRP 1630-24-4001 – STM 163085.

9. Article

The Contractor shall issue an invoice after the contractual services have been provided. The basis for issuing an invoice is the interim and final reports being approved by the Contracting Authority.

The deadlines for the performance of the activities shall be defined in the Procurement specification, which shall set out the deadlines for the performance of the activities and the submission of the interim reports. An approved interim report shall be the basis for the payment of a proportionate share of the total tenderer's price as follows:

- deadline for completion of Activity 1 (Sub-activities 1 to 4 – Milestone 1): 2 November 2024 EOD; a payment of 20 per cent of the price quoted for the procurement following an approved interim report;

- deadline for completion of Activity 1 in full (Milestone 2): 12 December 2024 EOD; a payment of 30 per cent of the price quoted for the procurement following an approved interim report;

/contract sample – procurement/

- deadline for presentation following the performance of Activity 1 (in full): 17 December 2024 EOD; the payment shall be included in the service as part of the performance of Milestone 2 (indent above);

- deadline for completion of Activity 2 (Milestone 3): 7 January 2025 EOD; a payment of 20 per cent of the price quoted for the procurement following an approved interim report;

- deadline for submission of final report: 15 January 2025 EOD; a payment of 20 per cent of the price quoted for the procurement following an approved final report;

- deadline for presentation of final report at the headquarters of the Contracting Authority: 20 January 2025; a payment of 10 per cent of the price quoted for the procurement following an approved interim report.

The invoice must refer to the number of this Contract.

The Contractor shall submit invoices to the Contracting Authority exclusively in electronic form (e-invoice) pursuant to the applicable Provision of Payment Services for Budget Users Act.

10. Article

The payment deadline shall be no later than the 30th (thirtieth) day of receiving a properly issued invoice.

The Contracting Authority must approve or reject the invoice, partly or completely, within fifteen (15) days of receiving the invoice with mandatory appendices as stated in this Contract.

The payment deadline shall commence on the day following the receipt of the correctly issued invoice that is the basis for payment. If the day when the payment is due falls on a day officially declared as a public holiday or a day not considered a pay day in the payment system, the next working or pay day is deemed the last day on which the payment is due.

V. OBLIGATIONS OF THE CONTRACTOR AND THE CONTRACTING AUTHORITY

11. Article

By signing this Contract, the Contractor confirms that it is fully informed about the scope and complexity of the contractual services.

12. Article

The Contractor undertakes to:

- perform all the obligations referred to in Article 3 of this Contract;
- perform the subject of the Contract in a diligent, quality, professional and timely manner, and in the most rational manner within the framework of the Contracting Authority's specifications (Procurement specifications);
- perform the subject of the Contract in accordance with the rules of its profession, technical regulations, standards, norms and legislation, and in accordance with the instructions of the Contracting Authority;
- cooperate with, and comply with the instructions of, the Contracting Authority in the performance of its obligations under the Contract and, at the request of the Contracting Authority, provide appropriate written clarifications, and all material, financial and legal documents related to the performance of its obligations under this Contract;
- eliminate, free of charge, any errors or deficiencies in the performance of the subject of the Contract within the agreed time limit;
- request the consent of the Contracting Authority for each change when implementing the contractual works;
- protect the interests of the Contracting Authority;
- allow the Contracting Authority to exercise appropriate supervision;
- enable the Contracting Authority to monitor the work during performance at the Contractor's registered office or at the location where the subject of the Contract is performed, with prior notice and in such a way as not to interfere with the normal work process;
- bring to the attention of the Contracting Authority any deficiency in its procurement and any other circumstances relevant to the performance of the subject of the Contract and to its timely execution; if failing to do so, the Contractor shall be liable for damages suffered by the Contracting Authority;
- hand over the subject of the Contract at the Contracting Authority's headquarters or at another contractually agreed location within the time limit and in the manner provided for in this Contract;
- keep all the documents produced or used in the performance of the subject of the Contract in the documentary system or systems specified by the Contracting Authority;
- within eight (8) days of the occurrence of a change, notify the Contracting Authority in writing of any change in its status, such as a change in its registered office, authorised persons and legal representatives, or any other circumstances relevant to the smooth performance of the subject of this Contract;
- strive to settle any disputes relating to the subject in question by submitting a proposal to the Contracting Authority for the conclusion of an annex to this Contract.

13. Article

The Contracting Authority undertakes to:

/contract sample – procurement/

- make available to the Contractor, within the agreed time limits, all available information and material required for the performance of the subject of the Contract;
- closely cooperate with the Contractor so that the assumed obligations are implemented in the agreed content, in a timely manner, and for mutual benefit;
- promptly inform the Contractor of any changes and new situations which may affect the performance of the assumed contractual obligations.

VI. PERFORMANCE DEADLINE

14. Article

The Contractor undertakes to fulfil its obligations under this Contract in accordance with the timetable defined in Article 9 of this Contract.

The Contracting Parties agree that, in addition to the final deadline for the fulfilment of the obligations defined in Article 9 of the Contract, the Contractor shall also comply with the interim deadlines for the fulfilment of the obligations defined by the Contracting Authority during the Contractor's entry into service. A more detailed timetable, the items of which may not deviate substantially from those defined in Article 9 of the Contract and the content in the Procurement specification, shall be determined by the Contracting Parties at the initial meeting by means of minutes to form an appendix and an integral part of this Contract.

Work shall commence on the date when this Contract is signed by both parties, pending confirmation of the adequacy of the tasks carried out (no later than) by the Contracting Authority.

15. Article

If the Contractor subsequently discovers, during the performance of the contractual obligations, that for objective reasons it will not be able to fulfil the contractual obligations in time, it must promptly notify the Contracting Authority prior to the expiry of the time limit for the fulfilment of the contractual obligations or no later than within five (5) days of the occurrence of such reasons, and request an appropriate extension of the time limit referred to in the preceding article of this Contract.

The time limit for the fulfilment of the contractual obligations may be modified provided that:

- the reasons for the modification of the contractual time limit arise from circumstances which neither the Contractor nor the Contracting Authority could have foreseen (force majeure), whereby the modification of the time limit for the fulfilment of the contractual obligations does not alter the general nature of the procurement (point three of Article 95 of the ZJN-3) or
- such a change in the time limit does not constitute a substantial modification of the procurement contract (point five of paragraph one of Article 95 of the ZJN-3).

On the basis of the Contractor's clarification of the reasons for the delay in fulfilment of the contractual obligations, the Contracting Authority shall decide whether to grant an extension of the time limit for the fulfilment of the contractual obligations and conclude a written addendum to the Contract, or withdraw from the Contract.

VII. CONTRACTUAL PENALTY

16. Article

The Contracting Parties shall agree on a contractual penalty if the Contractor fails to fulfil its

contractual obligations or fails to fulfil them in time.

If the Contractor cannot fulfil the contractual obligations, the Contractor must pay to the Contracting Authority a contractual penalty in the amount of five per cent of the contract value excl. VAT. If the Contractor is in default of the fulfilment of its contractual obligations, it

must pay to the Contracting Authority a contractual penalty in the amount of two permille (‰) of the contract value excl. VAT for each day of delay, up to a maximum of five per cent of the contract value excl. VAT.

If the Contractor, through no fault of its own, is more than 30 days in default of the fulfilment of its contractual obligations, the Contracting Authority may withdraw from the Contract and demand a contractual penalty in the amount of five per cent of the contract value excl. VAT, whereby the Contracting Authority shall not be obliged to pay the Contractor either the contractually agreed price or the costs incurred by the Contractor in relation to the withdrawal from the Contract.

The Contracting Parties agree that, in addition to the contractual penalty referred to in the preceding paragraphs of this Article, the Contracting Authority shall be entitled to charge the Contractor independently for any actual damages arising from the Contractor's delay in fulfilling its contractual obligations, poor quality or incomplete services. In this case, the Contracting Authority shall claim from the Contractor, in addition to the payment of the contractual penalty, the difference up to full compensation.

The contractual penalty shall be finally determined upon the issue of the invoice.

VIII. PERSONAL DATA AND TRADE SECRET PROTECTION

17. Article

In accordance with 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); hereinafter: GDPR and the applicable Personal Data Protection Act (Official Gazette of the Republic of Slovenia [*Uradni list RS*], No. 163/22 - officially consolidated text - hereinafter: ZVOP-2), the Contracting Parties agree that potential personal data will not be used in contravention of the provisions of the GDPR and ZVOP-2.

The Contracting Parties hereby establish that the Contracting Authority shall also be responsible for the processing of various personal data of natural persons pursuant to Article 6 of the ZVOP-2 in the exercise of its legal powers, duties or obligations, and that the Contractor will come into contact with such personal data when providing the services under this Contract.

With this Contract, the Contracting Authority as the controller of personal data authorises the Contractor to be the contractual processor of personal data (in accordance with the GDPR), with which the Contractor may come into contact when providing the services under this Contract.

18. Article

The purpose of processing of personal data in accordance with the preceding article shall be exclusively to provide the services in accordance with this Contract.

The Contractor as the contractual processor of personal data will comply with the obligations under the GDPR, with an emphasis on Articles 28 and 32 and other related provisions of the said regulation and the act governing personal data protection.

/contract sample – procurement/

The Contractor as the contractual processor of personal data will regularly test, assess and evaluate the effectiveness of technical and organisational measures for ensuring personal data protection, and will on this basis adjust all measures with which it ensures their protection.

The Contractor as the contractual processor of personal data, which it processes in accordance with the provisions of this Contract, undertakes to:

- process the personal data to which it has access exclusively for the purpose of the performance of this Contract, and not to process or use such data in another way for any other purpose (will not make copies, etc.);
- keep a record of all types of processing activities it performs on behalf of the Contracting Authority as the controller under this Contract in accordance with point two of Article 30 of the GDPR;
- not disclose in any way the personal data to which it has access to a person who works for it as a subcontractor and who does not need such data to perform the tasks arising from this Contract;
- not physically provide the personal data to which it has access to any unauthorised person, or transfer such data by means of telecommunication and telecommunication networks;
- irreversibly destroy the personal data that remain in its information system after this Contract ceases to be performed;
- protect the mechanical, system and application computer software with which personal data is processed;
- protect the devices used to access the personal data of the Contracting Authority of the service, taking into account the manner of its use and related risks (desktop or laptop) and the valid organisational measures (technical and organisational protection) in a way that, in the event of unauthorised access to that device, it is not possible to access the personal data (protection with passwords, encryption of the entire storage device);
- respect the rules regarding the protection of the premises where the equipment with which the personal data of the Contracting Authority are accessed and processed by means of organisational, physical and technical measures that prevent unauthorised persons from accessing the equipment referred to in the preceding indent;
- prevent unauthorised access when personal data is transferred by means of telecommunication and telecommunication networks;
- enable the Contracting Authority to supervise the implementation of the preceding indents of this Article, including by providing insight into the parts of its information system which relate to, or are used for, the provision of services under this Contract, which should be announced two (2) weeks beforehand;
- ensure that the persons authorised to process personal data are bound to confidentiality in accordance with point b of Article 28 of the GDPR;
- implement all other required measures and procedures to prevent accidental or deliberate unauthorised processing of personal data, the modification or destruction

  of such data, which it assesses must be implemented with all due diligence;

- while observing the nature of processing, assist the Contracting Authority with suitable technical and organisational measures to the fullest extent possible when fulfilling its obligations to respond to the requirements for exercising the rights of the data subject under Chapter III of the GDPR;

- take all the required measures in accordance with Article 32 of the GDPR;
- assist the Contracting Authority in fulfilling the obligations under Articles 32 to 36 of the GDPR, taking into account the nature of the processing and the information available to the Contractor.

The Contractor as the contractual processor of personal data undertakes to inform the Contracting Authority as the controller of personal data in detail and without undue delay about all possible detected errors or irregularities related to personal data or the processing of such data. The obligations of the Contractor as the contractual processor of personal data that is deemed as such on the basis of their importance or purpose, also apply to the period after the performance of this Contract.

19. Article

Prior to the potential conclusion of a contract with which it intends to transfer at least a part of the tasks related to the performance of this Contract and, consequently, to personal data processing to a new processor, the Contractor as the contractual processor of personal data must obtain the special consent of the Contracting Authority to do so. It must precisely state what part of the contractual obligations it intends to transfer to the other processor of personal data and what personal data the latter will possess or to which it will have access.

If the Contractor as the contractual processor of personal data, for the purpose of the performance of this Contract, transfers personal data processing to another processor of personal data, the latter must commit in a written agreement to the same obligations that apply to the Contractor under this Contract.

If the other contractual processor fails to fulfil personal data protection obligations, the Contractor under this Contract as the contractual processor of personal data shall still be fully liable to the Contracting Authority as the controller for the fulfilment of the obligations of the other processor.

If there is a violation of the protection of personal data due to an act or failure to act by the Contractor as the contractual processor of personal data, the Contractor as the contractual processor of personal data must immediately and not later than in 48 hours after learning about the violation, notify the Contracting Authority through the contract manager.

An official notification of a violation of the protection of personal data must contain at least the content referred to in point three of Article 33 of the GDPR.

20. Article

The Contracting Parties undertake to protect their trade secrets in accordance with any applicable act governing the protection of trade secrets.

The Contractor undertakes to delete any data received from the Contracting Authority which are marked as a trade secret, upon request of the Contracting Authority after all activities have been performed, and to provide the Contracting Authority with a certificate that all such data have been deleted.

21. Article

The Contractor shall retain the moral copyright on the performed work, and the Contracting Authority shall acquire only the material right to reproduce the outputs of the procurement for the purposes of publicity as specified in more detail in the Procurement specification (Appendix 1) in Section 3.2 Results.

Under no circumstances is the purchase of industrial property rights based on the Industrial Property Act (such as patent, supplementary protection certificate, design, trade mark and geographical indication) or any transfer of material and non-material copyright as part of the procurement, other than the material right of the Contracting Authority to reproduce the outputs of the subject of the procurement for the purposes of publicity as defined in the preceding

/contract sample – procurement/
paragraph.

IX. ANTI-CORRUPTION CLAUSE

22. Article

If it is determined that during the performance of the procurement on the basis of which this Contract was signed or during the performance of this Contract, any person(s) in the name or on behalf of the other Contracting Party promised, offered or gave to the representative or intermediary of the Contracting Authority or any other public sector authority or organisation any kind of undue advantage for the acquisition of this business or for the conclusion of this business under more favourable conditions or for the omission of obligatory control of the fulfilment of contractual obligations, or for any other act or omission, which caused damage to the public sector authority or organisation, or facilitated the acquisition of undue advantage to the representative or intermediary of the Contracting Authority or any other public sector authority or organisation, the other Contracting Party or its representative, agent or intermediary, this Contract shall be considered null and void.

If it is established that the Contractor is prohibited from conducting business as determined in Article 35 of the Integrity and Prevention of Corruption Act (ZIntPK) (Official Gazette of the Republic of Slovenia [*Uradni list RS*], No. 96/11, with further amendments) or an equal provision of the regulation that will replace the quoted act, this Contract shall be null and void.

If this Contract is established to be null and void, each Contracting Party shall reimburse the other Party for any amount received on the basis of this Contract – the Contractor must repay the funds received under this Contract within 30 (thirty) days of receiving a written notification from the Contracting Authority, plus the statutory default interest as of the day when the funds were paid to the Contractor's bank account to the day when the funds are repaid to the budget of the Republic of Slovenia. The Party due to which the Contract is null and void shall also be held liable to the other Party for damages caused by the nullity of the Contract.

Based on the findings on the alleged existence of a situation as determined in paragraph one of this Article or notification from the Commission for the Prevention of Corruption or any other authorities regarding the alleged occurrence of such a situation, the Contracting Authority will initiate an examination of the conditions for the nullity of this Contract referred to in the preceding paragraph of this Article or other measures in accordance with the regulations of the Republic of Slovenia.

X. PROHIBITION OF ASSIGNMENT

23. Article

The Contracting Parties agree and the Contractor expressly undertakes that it will not assign (cede) any of its claims against the Contracting Authority to any third party, either in whole or in part, without the express written consent of the Contracting Authority (prohibition of assignment).

XI. FORCE MAJEURE

24. Article

Force majeure shall be any unexpected circumstance that occurs after the conclusion of the Contract, which, despite due diligence, could not have been foreseen, prevented or avoided by the Party and which causes a delay in the fulfilment of the contractual obligations or impossibility of

performance. Unexpected natural events of an elementary nature (epidemics, floods, earthquakes, fires, etc.) and other events that cannot be prevented, avoided or averted (acts or omissions of authority, such as amendments to legislation, the imposition of a state of emergency; war; riots, strikes or closures) shall be considered examples of force majeure.

The occurrence of force majeure shall exempt the Contractor and the Contracting Authority from the obligations under this Contract for the duration of the force majeure and from the obligation to eliminate its consequences, and shall also exempt them from the obligation to pay damages for failing to fulfil their contractual obligations during the period of force majeure.

The Contracting Parties shall not be liable for damages resulting from force majeure.

The Contracting Party claiming force majeure shall immediately notify the other Party in writing of the occurrence and cessation of force majeure, and shall resume work as soon as the force majeure has ceased. Otherwise, this party shall be liable for any damage resulting therefrom.

Cases of force majeure and their duration shall be determined by mutual agreement between the Parties.

XII. TERMINATION OF THE CONTRACT

25. Article

The Contracting Parties agree that the present Contract shall be terminated:

- when the period for which it was concluded expires;
- by **withdrawal** from the Contract;
- by the **termination** of the Contract with 15 days' notice.

The Contracting Authority may **withdraw** from this Contract:

- if the Contractor is subject to bankruptcy proceedings, compulsory settlement proceedings or any other winding-up proceedings in accordance with the Financial Operations, Insolvency Proceedings, and Compulsory Dissolution Act; if the Contractor is subject to enforcement proceedings or any other similar action as a result of a debt, which may in any way put at risk the proper and timely performance of the contractual works;
- if the Contractor fails to commence the performance of the work agreed in the Contract within the time limit or within any subsequent time limit set by the Contracting Authority;
- if the Contractor fails to achieve the agreed quality of work, and if it does not establish it even within the subsequent time limit set by the Contracting Authority;
- if the Contractor suspends work without the written consent of the Contracting Authority;
- if, through its own fault or the occurrence of events for which it has assumed the risk, the Contractor's delay in performing the work agreed in the Contract is such that it is evident that it will not be able to complete the work within the agreed time limit;
- if the Contractor significantly violates other provisions of the Contract or commits repeated violations of the Contract, even when these are not fundamental;
- on the occurrence of the circumstances referred to in Article 96 of the ZJN-3.

The Contractor may **withdraw** from this Contract:

- if the Contracting Authority significantly violates other provisions of the Contract or commits repeated violations of the Contract, even when these are not fundamental.

A Contracting Party may withdraw from the Contract following a **reminder** after which the other

party fails to eliminate the violation or, in spite of the reminder, commits the violation again, if it is possible to eliminate the violation within an additional time limit. The reminder stating the clarification of violations of the contractual obligations and specifying the time limit within which they must be eliminated shall be sent to the other party by electronic means or in writing, by registered mail with an acknowledgement of receipt. If it appears from the conduct of the other party that it will not fulfil its contractual obligations even within the additional time line, the Contracting Party may withdraw from the Contract **without prior notice**.

A Contracting Party shall notify the other party of the violation and the withdrawal from this Contract by electronic means (to the e-mail address of the contract manager) or in writing, by registered mail with an acknowledgement of receipt, to the address specified by the Contracting Party in the Contract. In the event of withdrawal from the Contract, the Contract shall terminate on the date on which the written withdrawal is sent to the other party.

The Contracting Authority may **terminate** the Contract at any time and without stating a reason with 15 days' notice. In the event of termination, the Contract shall terminate on the expiry of the notice period calculated from the date on which the written notice of termination is sent electronically (to the e-mail address of the contract manager) or in writing, by registered mail with an acknowledgement of receipt, to the address specified by the Party in the Contract.

The legal consequences of the termination of the Contract shall be dealt with in accordance with the provisions of the Obligations Code (Official Gazette of the Republic of Slovenia [*Uradni list RS*], No. 97/07 – official consolidated text, 64/16 – Constitutional Court Decision and 20/18 – OROZ631).

XIII. IMPARTIALITY

26. Article

The Contractor undertakes that there are no circumstances regarding the Contractor or any other person or entity involved in the performance of the subject of the Contract which may affect its ability, in appearance or in fact, to provide an independent, impartial and professional service. If such circumstances arise, the Contractor undertakes to promptly inform the Contracting Authority.

If the Contracting Authority becomes aware of any such circumstances on the part of the Contractor or other persons or entities involved in the performance of the subject of the Contract which may affect their ability, in appearance or in fact, to provide an independent, impartial and professional provision of contractual services, the Contracting Authority may request that the Contractor provide further clarifications and proposals for measures to eliminate such circumstances (e.g. substitution of the responsible persons on the part of the Contractor or other persons or entities involved in the performance of the subject of the Contract). If the Contractor fails to propose measures to eliminate such circumstances or if the measures are not such as to ensure the independent, impartial and professional provision of contractual services, the Contracting Authority may withdraw from the Contract.

XIV. CONTRACT MANAGERS

27. Article

The contract manager shall ensure that the subject of the Contract is carried out in a correct, timely, lawful, economical and efficient manner.

The contract manager on behalf of the Contracting Authority is:
Matej Forte
E-mail: matej.forte@gov.si

/contract sample – procurement/
Telephone number: +386 1 400 3739

The contract manager on behalf of the Contractor is:
[name and surname]
Email:
Telephone number:

A written notification submitted by one Contracting Party to the other shall suffice when changing contract managers.

XV. SERVICE AND COMMUNICATION BETWEEN THE PARTIES

28. Article

The Contracting Parties agree to communicate by ordinary mail (to the address provided by the Party in the Contract) or by e-mail (as referred to in the preceding article of this Contract), and to treat such communication as a valid means of sending reminders and all correspondence between them.

Both Contracting Parties undertake to regularly monitor the received mail. Mail sent to the e-mail addresses referred to in the preceding article of this Contract shall be deemed served on the other party on the date of sending. Failure to serve a document at the address specified by the Party in the Contract must not be to the detriment of the other Party.

XVI. SPECIAL AND FINAL PROVISIONS

29. Article

This Contract shall be concluded under the resolutory condition, which shall be exercised if the Contracting Authority learns that a court has established with a final ruling a violation by the Contractor or its subcontractor of the obligations referred to in paragraph two of Article 3 of the procurement Act (ZJN- 3) or if the Contracting Authority learns that a competent state authority has established at least two violations during the performance of the Contract in relation to payment for work, working time, rest, performance of work on the basis of civil law contracts despite the existence of elements of an employment relationship or in relation to undeclared employment, for which it has been fined with a final decision or multiple final decisions.

If the Contractual Authority is informed of a violation, they must notify the Contractor within ten days. The Contractor may, within the period determined by the Contracting Authority, but no longer than within 15 days, provide evidence that they have taken sufficient measures to demonstrate their reliability despite the existence of violations.

If there is a violation by a subcontractor, the Contractor may provide evidence within the same period that the subcontractor has taken sufficient measures to demonstrate their reliability despite the existence of violations. If the Contractor has not provided evidence for the subcontractor or if they have, but the Contracting Authority determines that these measures

are not sufficient, the Contractor may replace the subcontractor within the period determined by the Contracting Authority, which must not be longer than 15 days in accordance with Article 94 of the procurement Act (ZJN-3), or take over the work that they subcontracted to that subcontractor if such a replacement or takeover does not represent a material change in the Contract.

If the Contractor has not provided evidence for itself or for the subcontractor or if it has, but the Contracting Authority determines that these measures are not sufficient, or if the Contractor does not take over the work itself or propose a new subcontractor, or if the Contracting Authority rejects the proposed new subcontractor pursuant to Article 94 of the ZJN-3, the resolutory condition is met, provided that at least six months have passed between the Contracting Authority learning of the violation and the Contract expiring. If the Contractor acts with a subcontractor, the described legal consequence shall also arise if, as a result of an established violation of the subcontractor, the Contractor fails to replace or substitute that subcontractor in the manner determined in Article 94 of the ZJN-3 and in the provisions of this Contract within 30 days of learning of the violation.

If the circumstances and conditions referred to in the preceding paragraph are met, the Contract is deemed terminated on the date of conclusion of a new procurement contract, and the Contracting Authority shall promptly initiate a new procurement procedure, but no later than 60 days of learning of the violation. If, within this deadline, the Contracting Authority does not launch a new procurement procedure, it is considered that the contract is rescinded on the 60th day after the Contracting Authority was notified about the violation.

30. Article

To interpret individual provisions of the Contract and for other relationships and issues not regulated between them under this Contract, the Contracting Parties agree to use the ZJN-3, and, to the extent not governed by this Act, agree to apply the Obligations Code (Official

Gazette of the Republic of Slovenia [*Uradni list RS*], No. 97/07 – official consolidated text, 64/16 – Constitutional Court Decision and 20/18 – OROZ631).

31. Article

Amendments to this Contract shall be possible by concluding a written annex to this Contract, which shall be concluded by the Contracting Parties prior to the expiry of this Contract.

32. Article

The Contract shall enter into force on the date on which it is signed by both Contracting Parties and shall remain in force until the expiry of all the terms set out in this Contract, i.e. by .

If any individual provision of this Contract becomes invalid, or is finally determined to be invalid, or cannot be implemented, the remaining provisions and the Contract shall not be terminated if they can exist without the invalid provision. In such a case, the Parties shall, in accordance with the principles of conscientiousness and fairness, agree on a new provision as close in meaning as possible to the invalid provision by means of an annex to this Contract.

33. Article

To fulfil its contractual obligations, the Contractor shall comply with the Contracting Authority's information and communication elements available on the Contracting Authority's website https://evropskasredstva.si/navodila-za-prepoznavnost-preglednost-in-komuniciranje-3/.

All the documentary material, whether in physical or electronic form, created in the course of the

/contract sample – procurement/
Contractor's work for the Contracting Authority under this Contract shall become the property of the Contracting Authority.

34. Article

The Contracting Parties agree to resolve any open issues and potential disputes by mutual agreement. If this is not possible, the competent court of jurisdiction in Ljubljana shall be responsible for the settlement of disputes.

35. Article

The Contract is signed electronically.

Appendices:

- Procurement specifications (Appendix no. 1)
- Pro forma invoice no. of (Appendix no. 2)
- Form for the preparation of a report (Appendix no. 3)

/contract sample – procurement/

APPENDIX 1 – PROCUREMENT SPECIFICATIONS

/attach specifications/

/contract sample – procurement/

APPENDIX 1 – CONTRACTOR'S TENDER - Pro forma invoice no. of (Appendix no. 2)

/attach Contractor’s tender/

/contract sample – procurement/

APPENDIX 3 – FORM FOR THE PREPARATION OF A REPORT

[name of the Contractor], [address/registered office of the Contractor], (hereinafter: **Contractor**) represented by [name and surname of the legal representative], Director

Company registration number: [company registration number]
Tax ID number: [tax ID number]
Bank account: [bank account] managed by: [bank]

REPORT ON THE PERFORMED ACTIVITIES UNDER CONTRACT no.

In accordance with Article of Contract no. for "Semantic analysis of RDI achievements in the priority areas of the Slovenian Sustainable Smart Specialisation Strategy (S5)", I hereby submit this report on the contractual activities performed in the period between and or Activity or Milestone .

Definition of the provided services and their scope:

/The substantive definition/title/designation of the provided services must coincide with the definition of the contractual obligations determined in the Contract or in the documents constituting its annex and integral part, so that the substantive definition of the provided services is directly evident from the description in the report. If the Contract or the related documents define the subject of the service by another name or at a more general level, the report must indicate how or on what basis an activity is considered an eligible cost. If the subject of the procurement is divided into lots, the report must be broken down into lots accordingly.

The provided services must be quantified. The scope of the provided services must coincide with the amount on the e-invoice. The content of the e-invoice (to be issued by the Contractor after approval of this report) must indicate the description of the works to which the e-invoice refers.

Enclosures:

/list of appendices/

Place, date:	*/responsible person of the Contractor, signature/*