

TENDER FORM¹

Pursuant to the public invitation to tender “**Communication Services for the Erasmus+ Impact Campaign (EU Level)**” published on the public procurement portal on _____ under public procurement order referenced JN _____, we are submitting a tender as follows below:

Tender number:	
Date:	

WE ARE SUBMITTING A TENDER (*tenderer shall indicate as appropriate which lot they are applying for and circle whether they are submitting a tender for that lot as a standalone tenderer/as part of a joint tender/with subcontractors*):

Standalone**As part of a joint tender*****With subcontractors***

**If the tenderer is submitting a tender as part of a joint tender or with subcontractors, they shall submit a completed “Information on the tenderer and other economic operators” form in Annex 2 for every partner or subcontractor (as well as for themselves).*

TENDERER:²

Name:	
Address:	
Company registration number:	
VAT identification number:	

PARTNER:

Name:	
Address:	

¹ The tenderer shall upload the completed “Tender (Annex 1)” form in pdf format to the “Pro forma invoice” section of the e-JN information system, which shall be accessible at the public opening of tenders, and upload the “Pro forma invoice” form in the “Other documents” section. In the event of discrepancies between the information in the “Tender (Annex 1)” form uploaded to the “Pro forma invoice” section and the complete pro forma invoice uploaded to the “Other documents” section, the information in the complete pro forma invoice uploaded to the “Other documents” section shall be deemed valid. The tenderer shall enter the total tender amount, net of tax, in euros and the amount of tax in euros in the dedicated fields under the “Total tender value” section in the e-JN system. The tenderer shall upload a file in Word, Excel or pdf format to the “Pro forma invoice” section. The “Total tender value” entered into the same section and the document uploaded as a pro forma invoice to the “Pro forma invoice” section will be displayed and made available at the public opening of tenders. In the event of discrepancies between the data indicated under the “Total tender value” section and in the document that was submitted to the “Pro-forma invoice” section, the data in the document submitted to the “Pro-forma invoice” section shall be deemed valid.

² In the case of a joint tender, information on the lead partner shall be provided.

Company registration number:	
VAT identification number:	
Value of all works accepted as a percentage of the value of the tender net of VAT:	

Tender value:

Total tender price net of VAT³	
22% VAT	
Total tender price including VAT	

1. The tender is valid for at least four (4) months from the day this public procurement order is published on the public procurement portal.
2. The per-unit price is fixed and set as a lump-sum for the fulfilment of contractual obligations and as an estimate with express guarantee (Article 643 of the Code of Obligations).
3. The price is fixed and may not be changed for the duration of the Agreement. The contracting authority shall therefore not permit the price to be changed by reason of a change in circumstances.

We agree that the contracting authority is not bound to accept any of the tenders it receives and that no costs arising from the production of the tender shall be refunded to tenderers in the event that the contracting authority declines to award the public contract.

PLACE	STAMP	TENDERER Name and signature of the statutory representative ⁴
DATE		

³ From the "Pro forma invoice" document, "Summary" tab.

⁴ If the person appending their electronic signature is not the tenderer's statutory representative or authorised signatory, they shall enclose a valid authorisation to sign. If they do not do so, the contracting authority shall request that the tenderer update that part of the tender.

INFORMATION ON THE TENDERER AND OTHER ECONOMIC OPERATORS⁵

Name of economic operator: _____

Address of economic operator: _____

Contact person: _____

Email address of contact person: _____

Tel: _____

Fax: _____

VAT ID: _____

Registration number of economic operator: _____

Bank account number: _____

ECONOMIC OPERATOR IS AN SME as defined by Commission Recommendation 2003/361/EC

YES	NO
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Person authorised to sign the tender and agreement/framework agreement: _____

PERSONS who serve as members of a management, executive or supervisory body of the economic operator or who have powers of representation, decision-making or supervision therein:*

	NAME, SURNAME, ADDRESS	Personal identification number (EMŠO)
1		
2		
3		
4		
5		

*If there are several such people, enclose the list of those persons separately for Annex 2.

ROLE IN THIS PUBLIC CONTRACT (circle as appropriate)**Tenderer****Partner in a joint tender****Subcontractor**

PLACE	STAMP	ECONOMIC OPERATOR
DATE		Name and signature of the statutory representative

⁵ To be submitted by the tenderer for themselves, for every partner in a joint tender and for every subcontractor.

TENDERER'S DECLARATION OF PARTICIPATION OF SUBCONTRACTORS

In relation to the public invitation to tender "Communication Services for the Erasmus+ Impact Campaign (EU Level)" published on the public procurement portal on _____ under public procurement order referenced JN _____,

(circle A or B as appropriate)

A. we declare that we are participating with subcontractors, and provide the values of their participation below:

SUBCONTRACTORS: NAME, FULL ADDRESS,	SCOPE AND TYPE OF WORKS BY SUBCONTRACTOR:	SUBJECT, QUANTITY AND VALUE OF EXECUTION OF WORKS BY SUBCONTRACTOR (IN € WITH ANY DISCOUNT INCLUDED):	SUBCONTRACT OR REQUESTING DIRECT PAYMENT (circle as appropriate)
			YES NO
			YES NO

We declare that:

- we will have agreements/framework agreements in place with subcontractors when the agreement/framework agreement is concluded with the contracting authority and for the duration of that agreement/framework agreement;
- we will perform works only with subcontractors that have been declared, and shall notify the contracting authority in good time of any changes to subcontractors;
- we will, if a subcontractor is requesting direct payment in the contract/framework agreement, authorise the competent authorities to pay that subcontractor directly on the basis of an invoice or statement approved by the lead contractor, and the subcontractor shall submit their consent serving as the basis for the claims against the contracting authority to be settled by the contracting authority instead of the tenderer, and shall enclose the subcontractor's invoice or statement, approved in advance by us, to our invoice or statement;
- if direct payments are not to be made to subcontractors, we will send the contracting authority a written declaration and a written declaration from all subcontractors that will not be paid directly by the contracting authority that they have received payment for the works performed,

services provided or goods delivered in direct relation to the subject of this public contract, and to do so not later than sixty (60) days from the day the final invoice or statement has been paid.

Note:

Tenderers should only complete this form if they are using a subcontractor. If the tenderer is using multiple subcontractors, this form shall be photocopied as appropriate.

B. We declare that we are not using a subcontractor.

We are apprised of the fact that if the tenderer does not declare all subcontractors, the contracting authority shall have the right to cancel the signed agreement by reason of default if it subsequently finds that the tenderer used subcontractors or used subcontractors not declared to the contracting authority despite the fact that a previous subcontractual relationship had already been in place by the time the tender was submitted. The contracting authority calls the tenderers' attention to the practice of the minor offences court and of the National Review Commission, which files charges to the competent court if a tenderer, upon submitting a tender, states that it does not tender with subcontractors, but then subsequently declares subcontractors after entering into the agreement as the contractor. This constitutes the offence of providing a false statement under Article 112(1)(5) ZJN-3, leading to the possible sanction of exclusion of the tenderer from the public procurement procedure.

For this reason, tenderers should be aware that the contracting authority will verify any appointment of a new subcontractor by checking whether false statements have been provided, and take appropriate action should it transpire that an offence has taken place.

PLACE	STAMP	TENDERER Name and signature of the statutory representative
DATE		

SUBCONTRACTOR'S DECLARATION⁶

In relation to the public invitation to tender "Communication Services for the Erasmus+ Impact Campaign (EU Level)" published on the public procurement portal on _____ under public procurement order referenced JN _____,

we declare that:

- we will take part in executing this public contract if selected, as follows:

SCOPE AND TYPE OF WORKS BY SUBCONTRACTOR:	SUBJECT, QUANTITY AND VALUE OF EXECUTION OF WORKS BY SUBCONTRACTOR (IN € WITH ANY DISCOUNT INCLUDED):

- we are requesting/not requesting (circle as appropriate) that the contracting authority settle our claims directly;
- we are apprised of the fact that direct payment is not compulsory, but that the contracting authority is bound to pay a subcontractor directly only if the subcontractor so requests on time.

PLACE	STAMP	SUBCONTRACTOR Name and signature of the statutory representative
DATE		

⁶ Tenderers should only complete this form if they are using a subcontractor.
In the case of multiple subcontractors, the form should be photocopied.

ESPD

The tenderer shall submit a completed and signed ESPD for every economic operator that is to take part in this public procurement procedure.

LIST OF REFERENCE PROJECTS

In relation to the public invitation to tender “Communication Services for the Erasmus+ Impact Campaign (EU Level)” published on the public procurement portal on _____ under public procurement order referenced _____,

the tenderer declares that it meets the following reference condition:

In the three (3) years prior to the deadline for the submission of tenders, the tenderer has successfully carried out at least two (2) communications projects or campaigns as part of which it provided strategic communication services or performed communication activities.

A project that involved the planning and implementation of organised communication activities for a contracting authority the aim of which was to inform, promote or influence the public or stakeholders shall be regarded as an acceptable communications project or campaign.

The project is required to have involved at least one (1) of the following activities:

- *the preparation of a communications or PR strategy;*
- *the planning and implementation of a communications campaign;*
- *the handling of relations with the media (e.g. preparation of press releases, media communications, organisation of media events);*
- *the planning and implementation of a media campaign (including the buying or management of media space);*
- *communications aimed at a wider international or European audience.*

All reference projects are required to have been carried out for or in connection with the EU or international environment, where a reference shall be regarded as acceptable if it meets at least one (1) of the conditions set out below:

- *the project was carried out for a European Union institution or body;*
- *the project was carried out for an international organisation (e.g. EU institution, EU agency, the United Nations, OECD, the Council of Europe or another comparable international organisation);*
- *the project was aimed at an audience at EU level or that of multiple countries, meaning that the communication activities were directed towards the public, stakeholders or the media in at least three (3) countries or at European level.*

The value of a reference project must be at least €50,000 (net of VAT).

The contract value of the communication activities performed by the tenderer shall be taken as the value of the reference.

Only completed projects shall be regarded as suitable references.

A project shall be regarded as having been completed if the tenderer’s contractual obligations towards the contracting authority have been discharged in full and the contracting authority has accepted the project or confirmed its completion (e.g. with a final report, confirmed acceptance of services or another comparable document). Projects that are still under way shall not be considered as references.

with the following reference projects:

Item no	Reference ordering party (e.g. investor)	Value of reference project (in € net of VAT)	Name of reference project	Date of completion of project
1.				
2.				
3.				

PLACE	STAMP	TENDERER Name and signature of the statutory representative
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Under conditions of criminal and material liability, we declare that _____ performed _____ under _____ agreement no _____ dated _____ to a value of € _____ between _____ and _____.
(month) (year) (month) (year)

Tel:

- References will only be considered for assessment purposes when written on this form and confirmed by the relevant ordering party, or on a certificate that contains all the information referred to in this form.

PLACE DATE	STAMP	REFERENCE ORDERING PARTY/INVESTOR Name and signature
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LIST OF PROFESSIONALS DECLARED BY THE TENDERER

In relation to the public invitation to tender “Communication Services for the Erasmus+ Impact Campaign (EU Level)” published on the public procurement portal on _____ under public procurement order referenced JN _____,

we declare that:

we will provide a **team of professional experts with the relevant experience in the fields of communications, public relations and communications with the EU or the international environment** for the purposes of the execution of this public contract and for its full duration.

INFORMATION ON PERSONNEL

Name of professional:

Proposed function in the project (mark as appropriate):

- ☐ Project manager
- ☐ Strategic communications /EU public affairs professional
- ☐ Media and PR professional
- ☐ Digital communications professional

Employment relationship with tenderer:

- ☐ Employed by the tenderer
- ☐ Contractual cooperation
- ☐ Other: _____

EDUCATION

Title of qualification:

Level of qualification:

Educational institution:

Year of completion of education:

WORK EXPERIENCE

Total number of years of work experience in the fields of communications/PR/public affairs/digital communications:

_____ years

Period of work experience (from–to):

Brief description of relevant work experience:

PROFESSIONAL'S REFERENCES

Enter the projects on which the professional had a role relevant to the subject of this public contract.

Name of project	Ordering party	Period of performance	Professional's role	Description of communication activities

ADDITIONAL EXPERIENCE IN RELATION TO FUNCTION

Only complete the part relating to the proposed function.

A) Project manager

Number of projects in which the professional participated as project manager or head of communication activities:

Description of project management tasks (e.g. coordination of the team, activity planning, monitoring of project implementation, communication with the ordering party):

B) Strategic communications/EU public affairs professional

Number of projects that involved communicating with:

EU institutions: _____

European stakeholders: _____

International audiences: _____

Description of activity:

C) Media and PR professional

Experience in the field of media relations (mark activities as appropriate):

☐ Drafting of press releases

- ☐ Communication with the press and editorial boards
- ☐ Organisation of media events or conferences
- ☐ Preparation of PR content or media plans

Description of media campaigns or PR activities carried out:

D) Digital communications professional

Experience in the field of digital communications (mark activities as appropriate):

- ☐ Planning of digital campaigns
- ☐ Management of social media
- ☐ Drafting of digital content
- ☐ Analysis of the reach and success of digital campaigns

Description of digital campaigns carried out:

The tenderer confirms that the above professional will take part in the execution of the public contract in the role stated and for the full duration of the agreement.

If a professional is not employed by the tenderer, the tenderer shall enclose the contract or other legally binding proof of cooperation showing that the professional will be available to execute the public contract.

PLACE	STAMP	TENDERER Name and signature of the statutory representative
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TENDERER'S DECLARATION

In relation to the public invitation to tender “Communication Services for the Erasmus+ Impact Campaign (EU Level)” published on the public procurement portal on _____ under public procurement order referenced _____/2026,

The tenderer declares that it accepts all the conditions laid down in the public procurement documentation in full, and that it is aware of the scope, complexity and deadlines for the provision of the services covered by the public contract.

The tenderer declares and undertakes as follows:

- that it is familiar with the subject of the public contract and has been apprised of the purpose, objectives and scope of the communications campaign, the target groups, the planned phases of implementation of the campaign, and all the contracting authority’s technical, organisational and other requirements as they relate to the provision of strategic communication services;
- that it has the appropriate professionals, knowledge, experience and organisational and human resource capacities required for the preparation and implementation of the communications strategy, communication activities and other services covered by this public contract to the required scope and quality and by the required deadlines;
- that it shall provide the services in a professional and high-quality manner and in accordance with the rules of the profession in the fields of communications, public relations, strategic communications and media activities;
- that when preparing and carrying out communication activities, it shall adhere to all the contracting authority’s requirements as laid down in the public procurement documentation, as well as the relevant political and institutional context of the European Union;
- that it shall ensure adequate coordination of all the activities of the project team and effective cooperation with the contracting authority and other relevant stakeholders, including national agencies and other partners taking part in the implementation of the campaign;
- that it shall provide all services in a timely manner and in accordance with the timetable, and ensure adequate monitoring and reporting on the activity and the campaign results;
- that it shall ensure that all communication activities, contents and materials are prepared in a professional manner in accordance with the objectives of the campaign and in a manner corresponding to the target groups at EU level.

The tenderer confirms that all the information provided in the tender and the enclosed documents is true and accurate, and that it takes responsibility for its accuracy.

PLACE		ECONOMIC OPERATOR Name and signature of the statutory representative
DATE		

***TENDERER'S DECLARATION ON THE PRESENTATION OF A PERFORMANCE
GUARANTEE***

In relation to the public invitation to tender "Communication Services for the Erasmus+ Impact Campaign (EU Level)" published on the public procurement portal on _____ under public procurement order referenced JN _____,

we undertake to present an original bank bond as per the specimen below when we sign the agreement on execution of the public contract.

Place and date:

Tenderer:

Stamp and signature:

PERFORMANCE BOND No _____

Header with guarantor's details (insurer/bank) or SWIFT key

For: Centre of the Republic of Slovenia for Mobility and European Educational and Training Programmes, Ob železnici 30A, Ljubljana, for a public procurement order titled "Communication Services for the Erasmus+ Impact Campaign (EU Level)"

Date: (enter date of issue)

TYPE OF GUARANTEE: (enter tender guarantee: suretyship/bank guarantee)

NUMBER: (enter number of bond)

GUARANTOR: (enter name and address of insurer/bank at place of issue)

ORDERING PARTY: (enter name and address of ordering party of bond. i.e. tenderer selected in public procurement procedure)

BENEFICIARY: Centre of the Republic of Slovenia for Mobility and European Educational and Training Programmes, Ob železnici 30A, 1000 Ljubljana (enter name of the ordering party of the public procurement order)

UNDERLYING RELATIONSHIP: ordering party's obligation in respect of agreement number _____ dated _____ (enter number and date of agreement on the execution of the public contract concluded on the basis of procedure referenced XXXXXX) for _____ (enter subject of public procurement order)

AMOUNT IN €: 10% of the estimated contractual amount in € (inclusive of VAT), which amounts to _____ (enter the highest amount in numbers and words, and the currency) payable within five business days of the day of receipt of the demand in accordance with Article 20 URDG from 2010

DOCUMENTS THAT MUST BE ENCLOSED (IN ADDITION TO THE DECLARATION) WITH A DEMAND FOR PAYMENT AND THAT ARE EXPLICITLY REQUIRED IN THE TEXT BELOW:
(none/indicate the document)

LANGUAGE OF THE REQUIRED DOCUMENTS: Slovenian

FORM OF PRESENTATION: in paper form by registered post or any other form of express mail or electronic format through the SWIFT system to address (enter guarantor's SWIFT address)

PLACE OF PRESENTATION: any branch office of the guarantor in Slovenia

DATE OF VALIDITY: _____ (enter the expiry date of the bond – thirty (30) days after the expiry of the agreement)

PARTY OBLIGED TO PAY COSTS: (enter name and address of ordering party of bond, i.e. tenderer selected in the public procurement procedure)

As the guarantor, we hereby irrevocably undertake to pay the beneficiary, on first written demand and regardless of any objection from the ordering party of the bond, any amount up to the guarantee amount upon presentation of a demand for payment from the beneficiary, in the form of presentation indicated above, signed by the authorised signatory or signatories, and in any event together with the beneficiary's declaration, whether in the demand itself or in a separate signed document accompanying or identifying the demand for payment, in which it is stated that the ordering party of the bond is in breach of its obligations under the underlying transaction.

The declaration referred to in Article 15(a) and (b) URDG is not required.

Any demand for payment under this bond must be received by us on or before the expiry date of the bond at the place of presentation stated above.

Any disputes related to this insurance shall be resolved by the court having actual jurisdiction at the ordering party's place of establishment under Slovenian law.

This bond is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 revision, ICC Publication No 758.

Guarantor
(stamp and signature)

DRAFT AGREEMENT**CONTRACTING AUTHORITY:**

Name and address:	Centre of the Republic of Slovenia for Mobility and European Educational and Training Programmes Ob železnici 30A 1000 Ljubljana
represented by:	Alenka Flander, Director
Company registration number:	1833006000
VAT identification number:	SI 33171629
Bank account:	_____

(hereinafter: the Contracting Authority)

and

CONTRACTOR:

Name and address:	
represented by:	
Company registration number:	
VAT identification number:	
Bank account:	

(hereinafter: the Contractor)

hereby conclude the following

AGREEMENT**on the execution of the public contract****“Communication Services for the Erasmus+ Impact Campaign (EU Level)”****No _____****I. WHEREAS****Article 1**

Pursuant to the public invitation to tender for the public procurement order “Communication Services for the Erasmus+ Impact Campaign (EU Level)” published on the public procurement portal on _____, publication referenced _____, the Contractor under this Agreement has been selected as the most advantageous tenderer by a decision awarding the public contract dated _____. For this reason, by this Agreement the Contracting Authority orders and the Contractor accepts “Communication Services for the Erasmus+ Impact Campaign (EU Level)” for performance.

The decision awarding the public contract became final on _____.

The public procurement documentation and the Contractor's tender referenced _____ and dated _____, including the Contractor's contractual pro forma invoice, are integral components of this Agreement such that the requirements, terms and conditions of the tender dossier that are not explicitly referenced in this Agreement are also integral components of this Agreement.

In the event of a discrepancy between this Agreement, the tender dossier and the tender, the provisions of this Agreement shall apply, followed by the provisions of the tender dossier and then by the tender, unless this Agreement explicitly provides otherwise.

II. SUBJECT OF THE AGREEMENT

Article 2

The subject of this Agreement is the preparation and implementation of a communications campaign at European Union level aimed at strengthening the profile and understanding of the impact of the Erasmus+ programme as a strategic instrument of the European Union in the areas of education, training, youth and sport.

By concluding this Agreement, the Contractor undertakes to prepare and implement a communications campaign for the Contracting Authority that focuses on the following in particular:

- strengthening the profile of the long-term social, economic and educational impact of the Erasmus+ programme;
- increasing the visibility of the results of the Erasmus+ programme among European Union institutions, stakeholders and the media;
- supporting discussions on the future development of the Erasmus+ programme and the preparation of a new programming period.

The communications campaign will focus on the following thematic areas in particular:

- Talent Development & Employability;
- Democracy & EU Values;
- Inclusion & Accessibility.
- Within the scope of this Agreement, the Contractor shall perform the following tasks in particular:
 - prepare a communications strategy and a creative concept for the campaign;
 - prepare a communications plan with a definition of the target groups, key messages, communication channels and activities;
 - prepare communications content and materials for different communication channels;
 - engage with the media and carry out other PR activities;
 - plan and implement digital communication activities;
 - plan and implement media buying;
 - coordinate and manage the communications campaign;
 - collaborate with the Contracting Authority, other national agencies and other relevant stakeholders;
 - monitor the results of the campaign and prepare a report on the performance indicators (KPIs) achieved;
 - prepare a final report on campaign implementation.

The communications campaign shall be carried out in a phased manner, with at least the following planned:

- first phase of the campaign, provisionally in the period leading up to the summer;
- second phase of the campaign, provisionally in the autumn.

The Contractor shall provide all services in a professional and timely manner and in accordance with the public procurement documentation, the Contractor's tender, the Brief for Communication Agency Tender and the Contracting Authority's instructions.

A more detailed description of the activities, the scope of the services and the expected results is given in the public procurement documentation, the Brief for Communication Agency Tender and the Contractor's tender, all of which are integral components of this Agreement.

Article 3

The Contractor undertakes to ensure that the work accepted under this Agreement shall be performed by the professionals named in the tender. If this is not possible for objective reasons, the work may be performed by professionals who meet all the Contracting Authority's personnel and other requirements as set out in the tender dossier. If the Contractor proposes that a member of its professional personnel be replaced and submits proof of a replacement professional's compliance with the conditions, the Contracting Authority shall check the suitability of the replacement professional proposed and decide whether to approve them.

Article 4

The Contractor undertakes to work with the Contracting Authority for the full duration of provision of the services under this Agreement.

III. DEADLINE FOR COMPLETION

Article 5

The Contractor undertakes to provide all the services covered by this Agreement in accordance with the campaign implementation timetable, which is an integral component of the Contractor's tender and this Agreement.

The Contractor undertakes to commence fulfilment of its contractual obligations the day after it signs this Agreement, and to ensure that all services are provided in a timely manner, professionally and in compliance with the Contracting Authority's requirements.

The communications campaign shall be carried out in a phased manner, with at least the following planned:

- the preparatory phase, which includes the preparation of a communications strategy, a creative concept and a communication activities plan;
- the first phase of the campaign, provisionally in the period leading up to the summer;
- second phase of the campaign, provisionally in the autumn;
- the preparation of a final report on campaign implementation and the performance indicators (KPIs) achieved.

The Contractor shall submit to the Contracting Authority a final report on the activities performed and the campaign results achieved no later than **three (3) months after completion of the campaign**.

The Contractor shall work with the Contracting Authority as a matter of course during fulfilment of the contractual obligations, and keep it informed of the progress of the campaign. If circumstances arise that could affect its fulfilment of the contractual obligations in terms of content or timetable, the Contractor shall notify the Contracting Authority of this in writing and without delay.

If the Contractor finds that the deadline for implementation of individual phases of the campaign or the fulfilment of individual contractual obligations could be jeopardised, it shall notify the Contracting Authority of this without delay, and take all steps necessary to ensure the timely performance of the contractual obligations.

In such a case, the Contracting Authority shall have the right to require the Contractor to take additional organisational or operational steps in order to accelerate the fulfilment of its contractual obligations. Those steps shall be taken by the Contractor at its own expense.

Article 6

If the Contractor is behind schedule in implementing individual phases of the campaign or fulfilling other contractual obligations according to the agreed timetable or the deadlines set in this Agreement or as agreed with the Contracting Authority, it shall notify the Contracting Authority of this in writing and without delay, and explain the reasons for the delay.

Without prejudice to the previous paragraph, the Contracting Authority shall have the right to redeem the performance bond and exercise other rights set out in this Agreement in the event of a delay on the Contractor's part.

IV. CONTRACT PRICE

Article 7

The price of services has been determined in tender no _____ dated _____, which is a compulsory annex to this Agreement, and amounts to:

Total tender value net of VAT:	
VAT _____ %:	
Total contract price inclusive of VAT	

The price has been determined as a lump sum for the fulfilment of all contractual obligations and is shown in the contract pro forma invoice, which is an integral component of the tender and this Agreement.

The contract price includes all costs required for the preparation and implementation of the communications campaign covered by this Agreement, including all activities, materials and services necessary for achievement of the objectives of the campaign.

The contract price includes the following in particular:

- the preparation of a communications strategy and a creative concept for the campaign;
- the planning and implementation of communication activities;
- the performance of PR activities and media relations;

- the preparation of communications content and materials;
- the implementation of digital communication activities;
- the preparation of content for different communication channels;
- collaboration and coordination with the Contracting Authority and other stakeholders;
- the organisation and coordination of communication activities;
- the purchase of media space where envisaged;
- any production of communications materials;
- the drafting of reports on the implementation of activities and the performance indicators achieved;
- the costs of the professional personnel, the organisation of work and coordination; and
- all other costs necessary for the provision of services in accordance with the public procurement documentation.

The price includes all costs associated with fulfilment of the Contractor's contractual obligations, including those that are not explicitly mentioned in this Agreement, but are necessary to ensure the high-quality and timely implementation of the communications campaign or that stem from applicable regulations or the rules of the profession.

The contract price is fixed and may not be changed for the duration of the Agreement. The Contracting Authority shall therefore not permit the price to be changed by reason of a change in circumstances.

Regardless of the volume of the work, the costs of personnel, changes to the prices of services or other costs, the Contractor shall be entitled solely to the payment of the contract price as set in the tender.

In the event of a discrepancy between the information in the tender form and the tender pro forma invoice, the information in the tender pro forma invoice shall be regarded as valid.

V. INVOICING, PAYMENT, DEADLINES, COMPLAINTS AND CLAIMS

Article 8

The Contractor shall issue e-invoices ("e-računi") to the Contracting Authority in accordance with the law in force.

Payment for fulfilment of the contractual obligations shall be made in two instalments:

- the first instalment of fifty per cent (50%) of the contract value (inclusive of VAT), which the Contracting Authority shall pay pursuant to an invoice from the Contractor within thirty (30) days of the day the Agreement is signed, on condition that the Contractor has presented the Contracting Authority with a performance bond, if such is envisaged under this Agreement;
- the second instalment of fifty per cent (50%) of the contract value (inclusive of VAT), which the Contracting Authority shall pay pursuant to an invoice from the Contractor after completion of the campaign and approval of the services by the Contracting Authority.

The campaign shall be regarded as having been completed when the Contractor has carried out all the activities specified in this Agreement, the public procurement documentation and the Contractor's

tender, and submitted the final report on implementation of the communications campaign to the Contracting Authority.

The Contracting Authority shall review the final report and approve it or request that it be supplemented within fifteen (15) days of receiving it.

The Contractor must make reference to the following on the invoice:

- the number of the public procurement order;
- the number of the Agreement; and
- an indication of which payment instalment the invoice relates to.

Article 9

The Contracting Authority shall pay the Contractor pursuant to a correctly issued invoice within thirty (30) days of receiving the invoice. Payment shall be made to the Contractor's current account no _____ at _____, or to another current account agreed by the contracting parties in advance in writing.

The Contractor may state the current account to which the Contracting Authority is to make payment on the invoice.

If the deadline for payment falls on a non-working day, the Contracting Authority shall make the payment on the next business day.

The day on which the Contracting Authority sends the payment order shall be regarded as the day of payment.

Article 10

If the Contracting Authority finds that services have not been provided in accordance with this Agreement, the public procurement documentation or the rules of the profession, it may file a complaint.

If a complaint is filed, the Contracting Authority may suspend payment of an invoice, fully or in part, until the shortcomings have been remedied.

A complaint may be filed in any written way, for example:

- by email;
- by ordinary post;
- in minutes of a meeting or in another document.

The Contractor shall respond to a complaint in writing within three (3) business days of the day it received it, and begin remedying the established shortcomings within that time.

The Contractor shall remedy all established faults, defects or shortcomings without delay and at its own expense.

VI. SUBCONTRACTORS

1. Article 11

The Contractor shall be responsible for all of its workers and subcontractors' workers as for itself and, in all cases, shall be deemed to have met the individual obligations arising from this Agreement (or not to have met, i.e. breached) itself, irrespective of whether this is a consequence of its own conduct and/or that of its subcontractor.

The Contractor shall be responsible for the execution of works by its subcontractors and for the reasonable use of funds by subcontractors (in the case of direct payment) as if they had done those works or used those funds themselves. The Contracting Authority's approval of the subcontractors shall not affect the Contractor's obligation to perform the contractual works in a high-quality and timely manner and to use funds in a reasonable manner.

Article 12

Direct payments to subcontractors

The following subcontractors are requesting direct payment from the Contracting Authority:

Subcontractors (name, full address, company registration number, VAT identification number and bank account number, statutory representative)	Scope and type of services	Subject, quantity, value, place and deadline for provision of these services

The Contractor hereby authorises the Contracting Authority to make direct payments to the above subcontractors on the basis of an invoice or statement approved by the Contractor.

The Contractor undertakes to enclose the subcontractors' invoices or statements with its own statements. Every statement enclosed shall be deemed to have been approved by the Contractor.

VII. CONTRACTOR'S OBLIGATIONS

Article 13

The Contractor undertakes to provide services under this Agreement in accordance with the Agreement, the public procurement documentation, the tender as submitted and the rules of the profession in the fields of strategic communications, public relations and communication activities.

The Contractor undertakes to ensure that the professionals who are to provide services under this Agreement are suitably and professionally qualified, and that they have been apprised of the specific features of the project and the objectives of the communications campaign.

The Contractor undertakes to do the following in particular:

- familiarise itself with the subject of the public contract, its purpose, objectives and scope, and the Contracting Authority's requirements before submitting the tender and signing the Agreement;
- provide the services in a professional, high-quality and timely manner and in accordance with the applicable regulations and the rules of the profession in the fields of communications, public relations, digital communications and strategic communications;

- provide the services using the personnel that it listed in the tender, or other personnel that meet all the Contracting Authority's requirements under the public procurement documentation;
- pay due regard to the objectives of the campaign, the target groups and the relevant political and institutional context of the European Union when preparing and carrying out communication activities;
- ensure adequate coordination of the project team and effective cooperation with the Contracting Authority and other relevant stakeholders taking part in the implementation of the campaign;
- submit all the necessary information, explanations and clarifications regarding the course of implementation of the communication activities upon request to the Contracting Authority and its authorised representatives, and to keep them regularly updated on the interim results of the campaign;
- notify the Contracting Authority without delay and in writing of all and any circumstances that could affect the fulfilment of its contractual obligations in terms of content or timetable;
- adhere to all the Contracting Authority's requirements in relation to the public procurement documentation, the tender as submitted and this Agreement;
- provide the Contracting Authority with all the information and assistance required for the purpose of reporting or drawing down project co-financing funds;
- send the Contracting Authority regular reports on the campaign activities performed and the results achieved, as per the Contracting Authority's requirements;
- ensure the separate keeping of records and archiving of documents connected with the execution of this Agreement, and permit the Contracting Authority or an authorised representative for the co-financing body to inspect documents connected with the execution of this Agreement.

The Contractor shall provide all services under this Agreement with due diligence, efficiency and responsibility, and in line with best professional practice.

In executing the Agreement, the Contractor shall act conscientiously, impartially and in accordance with the rules of code of conduct applicable to its activities, where it must exercise an appropriate level of discretion and ensure that data is sufficiently protected.

The Contractor shall take all necessary steps to prevent or rectify any situation that could jeopardise the impartial and objective execution of this Agreement. The Contractor shall notify the Contracting Authority, in writing and without delay, of any conflict of interest that could arise during the execution of this Agreement.

The Contractor shall provide the Contracting Authority, at the latter's request, with documentary evidence of the method and conditions of fulfilment of the contractual obligations. The Contracting Authority may conduct a review of documentation or make other checks necessary for the purpose of overseeing the execution of this Agreement.

If the Contracting Authority finds that services have not been provided in accordance with this Agreement, the public procurement documentation or the rules of the profession, the Contractor shall remedy the established shortcomings when requested to do so by the Contracting Authority, and shall do so at its own expense.

The Contractor shall assume all liabilities necessary for the correct and complete provision of services under this Agreement, including those that are not explicitly mentioned in this Agreement but derive from the nature of the services or from the public procurement documentation.

VIII. CONTRACTING AUTHORITY'S OBLIGATIONS

Article 14

The Contracting Authority undertakes to:

- cooperate with the Contractor in the fulfilment of the contractual obligations, and contribute to the timely implementation of individual phases of the communications campaign in accordance with the project timetable;
- send the Contractor, in good time, all the information, documents, guidelines and other information necessary for the preparation and implementation of communication activities;
- provide the Contractor with access to the relevant content, data and information on the Erasmus+ programme, or any other information necessary for the preparation of communications material and campaign activities;
- participate in the coordination of communication activities and, where necessary, facilitate cooperation with other stakeholders involved in the campaign (e.g. national agencies, partners or other relevant actors);
- review and approve, in a timely manner, proposals for communication activities, content or materials prepared by the Contractor, and send the Contractor comments or guidance thereon.

The Contracting Authority shall send its employees, representatives and authorised representatives all the instructions and information necessary for ensuring effective cooperation with the Contractor and the successful implementation of communication activities under this Agreement.

IX. ACCEPTANCE OF SERVICES

Article 15

The Contracting Authority undertakes to review the contractual obligations fulfilled within **three (3) days** of receipt of the Contractor's written notice of completion of those obligations or of an individual phase of the communications campaign and the request to review.

If the Contractor is behind schedule in sending the Contracting Authority the request to review the services provided and has no grounds for the delay, the Contracting Authority may itself set a date for the review and notify the Contractor thereof.

The contracting parties' authorised representatives shall compile a **record of the acceptance of services** following a review of the contractual obligations fulfilled, wherein the following matters shall be addressed:

- whether the services have been provided in accordance with the Agreement, the public procurement documentation, the tender as submitted or the rules of the profession;
- the date of commencement and completion of the fulfilment of the contractual obligations;
- the quality of the communication activities carried out and any comments thereon by the Contracting Authority;
- any contractual obligations that the Contractor is obliged to supplement, correct or redo, and the deadline for rectifying the shortcomings;
- any outstanding issues between the contracting parties in relation to the execution of this Agreement;
- whether the Contracting Authority is enforcing a contractual penalty;
- whether the contractual obligations are deemed to have been fulfilled and accepted.

Should the contracting parties find that the Contractor has met its contractual obligations and that no shortcomings, faults or defects were found during the review, the acceptance record shall state that the services were provided and accepted successfully.

Upon completion of the execution of the Agreement, the Contractor shall hand over to the Contracting Authority **all documentation relating to the implementation of the communications campaign**, in particular:

- reports on the communication activities carried out;
- the communications materials and content prepared within the scope of the campaign;
- analyses of the reach and success of the communications activities;
- a final report on campaign implementation and the performance indicators (KPIs) achieved;
- all other documents as required by the public procurement documentation or this Agreement.

If the Contractor does not submit all the required documentation during the acceptance procedure, the Contracting Authority may set a suitable deadline for its submission.

Should either contracting party refuse to participate in the acceptance procedure, sign the record of acceptance of the services or respond to a request from the other party, and have no grounds for so doing, that other party may carry out the acceptance procedure itself and draw up a unilateral acceptance record itself. In this case, the contracting party that carried out the acceptance procedure may not suffer any negative consequences from the other party's failure to participate.

Article 16 **(final report and final acceptance of services)**

The Contractor shall submit to the Contracting Authority a final report on the implementation of the communications campaign no later than three (3) months after completion of the campaign.

The final report shall contain the following in particular:

- a review of the communication activities carried out;
- a description of the communication channels and tools used;
- a breakdown of the communications content and materials prepared;
- an analysis of the reach of the communication activities;
- a breakdown of the performance indicators (KPIs) achieved;
- an assessment of the success of the campaign and recommendations for further communication activities.

The Contracting Authority shall review the final report, and may request further clarifications or additions to the report from the Contractor if it finds that the report is incomplete or does not contain all the required elements.

Should the Contracting Authority find shortcomings in the report or in the implementation of the communication activities, the Contractor shall supplement the report or remedy the established shortcomings at its own expense and by a deadline set by the Contracting Authority.

The Contractor shall be deemed to have definitively met its contractual obligations once the Contracting Authority has approved the final report on campaign implementation.

X. DAMAGE LIABILITY AND PENALTIES

Article 17

The Contractor shall be responsible for any damage sustained by the Contracting Authority or by third parties as a result of the incorrect, unprofessional or negligent provision of services under this Agreement.

The Contractor undertakes to provide the services in a manner that does not work to the detriment of the Contracting Authority, to its reputation or interests, or to third parties.

The Contractor shall be liable to reimburse the Contracting Authority for all and any damage that the latter sustains as a result of a breach of contractual obligations, and damage resulting from the following in particular:

- the incorrect or unprofessional implementation of communication activities;
- the infringement of copyrights or intellectual property rights;
- the use of content or materials without the appropriate rights of use;
- breaches of provisions or rules of the profession in the course of the implementation of communication activities.

Should the Contractor cause the Contracting Authority or third parties to sustain damage in the course of the execution of this Agreement, it shall rectify the damage or provide reimbursement within eight (8) days of the day it receives a written request from the Contracting Authority, unless the Contracting Authority sets a different suitable deadline.

Should the Contractor fail to rectify the damage or provide reimbursement by the deadline set, the Contracting Authority may redeem the performance bond and rectify the damage in another manner and at the Contractor's expense.

The Contracting Authority may enforce reimbursement for damage sustained under the general rules of damage liability regardless of any enforcement of a contractual penalty under this Agreement.

The Contractor warrants that it has made suitable copyright arrangements regarding all the photographs, videos, graphics and other materials used.

X. FINANCIAL COLLATERAL

Article 18

The Contractor shall submit financial collateral to the Contracting Authority as set out in the tender dossier, and to the scope and quality set out in the public procurement documentation.

If for any reason the Contracting Authority does not receive valid financial collateral from the Contractor, it shall be entitled to 10% of the withheld amount of the contract price, inclusive of VAT, until the Agreement expires. After that time, it shall be entitled to charge the withheld amount as a contractual penalty.

Article 19

Timetable of presentation of financial collateral

A performance bond in the amount of 10% of the total value of the contract, inclusive of VAT, shall be presented to the Contracting Authority no later than by the time this Agreement is signed.

The performance bond shall be valid for at least thirty (30) days beyond the expiry date of the Agreement.

Article 20

Redemption of the performance bond

The Contracting Authority may redeem the performance bond if the Contractor fails to meet its contractual obligations in accordance with this Agreement, the public procurement documentation or the tender as submitted, or if it fails to do so on time, in a professional manner or to the required standard of quality.

The Contracting Authority may also redeem the performance bond to cover the Contractor's past-due liabilities to subcontractors that are participating in the execution of the public contract if the Contractor does not settle those liabilities and the subcontractors demand direct payment from the Contracting Authority.

The Contracting Authority may also redeem the performance bond in the following cases:

In the amount of the claim that the Contracting Authority has against the Contractor:

- if the Contractor is not providing the services to the agreed standard of quality or scope, by the agreed deadlines or in accordance with this Agreement, the public procurement documentation or the Contractor's tender,
- if the Contractor provides the services in an unprofessional manner or using personnel that do not meet the Contracting Authority's requirements,
- if the Contractor breaches its obligation to protect confidential data,
- if the Contractor fails to settle its liabilities towards subcontractors participating in the execution of the public contract,
- if the Contractor causes damage to the Contracting Authority that it fails to reimburse by a deadline set by the Contracting Authority;

In the full amount of the financial collateral:

- if the Contractor fails to extend the financial collateral even though the conditions for so doing have been met,
- if the Contracting Authority terminates the Agreement by reason of a breach on the Contractor's part,
- if the Contracting Authority terminates the Agreement by reason of a delay in the fulfilment of contractual obligations on the Contractor's part,
- if the Contractor withdraws from this Agreement through its own fault,
- if the Contractor uses subcontractors to execute the public contract that have not been declared or whose nomination the Contracting Authority has rejected,
- if the Contractor provides the Contracting Authority with misleading or false information, data or documents as a result of which it is forced to cancel or amend the public procurement order or suffers damage or other negative consequences,
- if the Contractor commits a serious breach of the provisions of this Agreement or the public procurement documentation.

XI. CONTRACTUAL PENALTIES

Article 21

Should the Contractor fail to meet its contractual obligations by the contractually agreed deadline or the deadlines determined by the timetable for implementation of the communications campaign, the Contractor shall pay the Contracting Authority a contractual penalty of two per cent (2%) of the value of the services that have not been provided, inclusive of VAT, for every day of delay, to a maximum of ten per cent (10%) of the value of the contract, inclusive of VAT.

Delays may be deemed to have taken place in relation to the following:

- the implementation of individual phases of the communications campaign;
- the implementation of the agreed communication activities;
- the delivery of communications content or materials;
- the delivery of reports on activities carried out;
- the delivery of a final report on campaign implementation.

If the Contracting Authority withdraws from the Agreement by reason of default on the Contractor's part, it may charge the Contractor a contractual penalty in the amount of twenty per cent (20%) of the value of the contract, inclusive of VAT.

The Contracting Authority may also charge a contractual penalty in other cases set out in this Agreement or the public procurement documentation.

The contracting parties agree that the right to charge a contractual penalty is not conditional on damage being incurred by the Contracting Authority. The Contracting Authority may, in addition to a contractual penalty, demand reimbursement for damage under the general rules of damage liability.

The Contracting Authority may redeem the performance bond for the repayment of the contractual penalty or for damages incurred. If the amount of the financial collateral does not suffice for the repayment of a contractual penalty or the damages incurred, the Contractor shall pay the Contracting Authority the difference up to the full amount of the liability.

The Contractor is aware that the project is co-funded by the European Union. If the Contracting Authority is unable to draw down co-financing funds as a result of a breach of contractual obligations by the Contractor, the Contractor shall reimburse the Contracting Authority for the damage caused, which may exceed the amount of the contractual penalty and also reach the value of the contract.

XII. AGREEMENT ADMINISTRATORS

Article 22

The following persons have been appointed as Agreement administrators:

For the Contractor: _____ (Tel: _____, Email: _____)

For the Contracting Authority: _____ (Tel: _____, Email: _____)

XIII. TRADE SECRECY

Article 23

The contracting parties undertake to protect as a trade secret all data, information and documents that they acquire in relation to the execution of this Agreement and labelled as confidential, or that, by its nature, constitutes a trade secret.

The contracting parties may use that data and information exclusively for the purpose of the execution of this Agreement and may not disclose it to third parties without the other party's consent, unless disclosure is necessary for execution of the Agreement or is required by law.

The Contractor shall ensure that its employees, associates, subcontractors and other persons taking part in the execution of the Agreement protect the Contracting Authority's trade secrets with the same level of diligence as the Contracting Authority itself.

The obligation to protect trade secrets shall apply for the duration of the Agreement as well as after its termination.

If the obligation to protect trade secrets is breached, the Contractor shall be liable to pay the Contracting Authority compensation for all and any direct damage that arises as a result of the breach.

The Contractor may only publicise its business relationship with the Contracting Authority or its participation in the project with the Contracting Authority's prior written consent.

XIV. PERSONAL DATA

Article 24

The contracting parties undertake to act in accordance with the applicable personal data protection law when executing this Agreement, particularly Regulation (EU) 2016/679 (General Data Protection Regulation, GDPR) and Slovenian legislation on personal data protection.

If the Contractor processes personal data for the Contracting Authority in the course of executing the Agreement, it may do so exclusively in the scope and for the purpose necessary for the fulfilment of its contractual obligations.

The Contractor undertakes to put in place the appropriate technical and organisational personal data protection measures, and to prevent unauthorised access, disclosure, loss or any other unauthorised processing of personal data.

The Contractor shall ensure that all persons that take part in the execution of the Agreement and have access to personal data are bound to safeguard the confidentiality of that data.

The Contractor may not transmit personal data to third parties without the Contracting Authority's prior written consent, unless when transmission is necessary for execution of the Agreement or is required by law.

After the Agreement is terminated, the Contractor shall return all personal data to the Contracting Authority or permanently erase it, unless the law provides otherwise.

XV. COPYRIGHT AND INTELLECTUAL PROPERTY

Article 25

All results of the services produced in the course of the execution of this Agreement, including all communications strategies, campaign concepts, analyses, texts, graphic solutions, visual materials, photographs, video content, digital content, presentations, reports and other materials (hereinafter: materials) shall become the Contracting Authority's property on the day they are accepted and paid for.

By signing this Agreement, the Contractor transfers to the Contracting Authority all material copyrights to materials created within the scope of execution of this Agreement, without limitation in terms of time or territory.

The transfer of rights shall cover the Contracting Authority's right to the following in particular:

- the use of materials;
- reproduction;
- distribution;
- public presentation;
- publication;
- the processing and adaptation of materials;
- the use of materials in the Contracting Authority's other communication or promotional activities.

The Contractor warrants that all materials prepared within the scope of this Agreement shall be original and that their use shall not encroach upon third-party rights. If claims are enforced by third parties as a result of an infringement of intellectual property rights, the Contractor shall reimburse the Contracting Authority for all damages incurred.

The Contractor may give the results of or participation in the project as a reference only with the Contracting Authority's prior written consent.

XVI. WITHDRAWAL FROM THE AGREEMENT

Article 26

The contracting parties agree that the Contracting Authority may withdraw from the Agreement in the following cases:

- if the Contractor fails to commence fulfilment of its contractual obligations even after being granted an additional period of time in which to do so by the Contracting Authority;
- if the Contractor does not provide the services with the personnel declared in the tender, or uses replacement personnel for which the Contracting Authority has not given its prior written consent;
- if the Contractor fails to provide the services in a professional manner, to a high standard of quality or in accordance with this Agreement, the public procurement documentation or its tender;
- if the Contractor fails to remedy established shortcomings in the implementation of communication activities or the fulfilment of other contractual obligations despite a written warning from the Contracting Authority;
- if the Contractor is significantly behind schedule in fulfilling its contractual obligations or with the implementation of individual phases of the communications campaign;
- if the Contractor breaches its obligation to protect confidential data or other essential provisions of this Agreement;
- if the Contractor uses subcontractors that have not been declared or whose nomination the Contracting Authority has rejected;
- if the Contractor ceases operating or is barred from performing activities pursuant to a judicial or other decision;
- if insolvency or other winding-up proceedings are initiated against the Contractor;
- in other cases set out in this Agreement or the public procurement documentation.

The Contractor may withdraw from this Agreement if:

- the Contracting Authority fails to provide data or information essential to allow it to meet its contractual obligations even after the original deadline has been extended;
- execution of the Agreement is no longer possible on account of objective circumstances over which the Contractor has no control;
- in other cases set out in the Slovenian Code of Obligations (Obligacijski zakonik).

A contracting party may withdraw from this Agreement after sending a prior written warning to the other party if that other party has not remedied a breach by a reasonable deadline or if the breach recurs despite a warning and it is possible to remedy the breach.

Withdrawal from the Agreement shall be made in writing and take effect from the day on which the other contracting party receives the written notice of withdrawal.

The Contracting Authority may also withdraw from the Agreement without prior warning if insolvency proceedings are initiated against the Contractor under the law governing financial operations, insolvency proceedings and compulsory winding-up proceedings.

Article 27

Withdrawal from the Agreement shall be made in writing and the reasons for the withdrawal stated.

After the validity of this Agreement comes to an end, the Contractor shall be entitled to payment for the services that have actually and correctly been provided up to the day of withdrawal and approved by the Contracting Authority in accordance with the provisions of this Agreement.

XVII. FINAL PROVISIONS

Article 28

The Contractor shall protect the Contracting Authority's good name and business reputation everywhere and at all times.

Article 29

Validity of the Agreement

This Agreement shall take effect on the day the suspensive condition of presentation of a performance bond is met, in accordance with the provisions of the public procurement documentation.

Article 30

Resolution of disputes

The contracting parties shall first attempt to resolve any disputes arising from this Agreement amicably and out of court. Should this not be possible and should either contracting party choose to enforce a claim against the other party arising from this Agreement before a court of law, the court covering the area in which the Contracting Authority is established shall be the court of subject-matter jurisdiction.

Article 31

Format of Agreement and number of copies

Amendments and additions to this Agreement shall be valid only if made in writing.

Article 32

This Agreement has been compiled and signed in two (2) counterparts, with each party thereto receiving one (1) copy.

This Agreement is concluded under the suspensive condition of the presentation of a performance bond that matches the specimen provided in the tender dossier.

Article 33

This Agreement is concluded under a condition subsequent, which shall be realised in the event of one of the following circumstances occurring:

- if the Contracting Authority is informed that a court of law has found, by virtue of a final decision, that the Contractor/Supplier or a subcontractor violated labour, environmental or social legislation; or
 - if the Contracting Authority is informed that a responsible government authority has found that, during the execution of the Agreement, the Contractor/Supplier or a subcontractor committed at least two breaches in connection with:
 - o remuneration for work,
 - o working hours,
 - o rest periods,
 - o the performance of work under civil law contracts despite the existence of elements of employment, or
 - o undeclared employment,
- or where a fine for an offence has been imposed by virtue of a final decision or multiple final decisions.

The Contracting Authority shall notify the Contractor/Supplier within ten (10) days of becoming aware of the breach.

The Contractor/Supplier may, by a deadline set by the Contracting Authority that may be no longer than fifteen (15) days, submit evidence that it has taken sufficient measures that prove its reliability despite the existence of the breaches. If a breach is committed by a subcontractor, the Contractor/Supplier may, by the same deadline, submit evidence that the subcontractor has taken sufficient measures that prove its reliability despite the existence of the breaches. Should the Contractor/Supplier fail to provide evidence for the subcontractor, or do so but the Contracting Authority assesses that the measures are insufficient, the Contractor may replace the subcontractor by a deadline set by the Contracting Authority (which may not be longer than fifteen (15) days), in accordance with Article 94 ZJN-3, or shall take over the works that it awarded to the subcontractor itself, as long as replacement or takeover does not entail a significant amendment to the Agreement. Should the Contractor/Supplier fail to supply evidence for itself or for a subcontractor, or does so but the Contracting Authority believes that the measures are insufficient, or if the Contractor does not assume the works itself or propose a new subcontractor, or if the Contracting Authority rejects a new subcontractor proposed on time in accordance with Article 94 ZJN-3, the condition subsequent shall be realised on condition that there are still at least six (6) months left between the Contracting Authority learning of the breach and the day the validity of the Agreement expires. Without prejudice to the previous sentence, the Agreement shall not be annulled if annulment would cause the Contracting Authority to incur disproportionate costs or suffer significant problems in ensuring the smooth performance of works or a significant delay, provided that the Contracting Authority informs the Contractor/Supplier, no later than within twenty (20) days of learning of the breach, that the Agreement is not to be annulled.

If the circumstances and conditions referred to in the previous paragraph are in place, the Agreement shall be deemed to be annulled for this Contractor/Supplier on the day a new agreement on the execution of the public contract is concluded. The Contracting Authority shall notify the Contractor/Supplier of the date on which the new agreement is to be signed.

Should the Contracting Authority fail to initiate a new public procurement procedure within sixty (60) days of learning of the breach, the agreement shall be deemed to be null and void as of the sixtieth (60th) day after the Contracting Authority learned of the breach.

Article 34

Anti-corruption clause

Pursuant to Article 14 of the Integrity and Prevention of Corruption Act (Uradni list RS, No 96/11 [ZIntPK-UPB2]), this Agreement shall be null and void if, on behalf of or for the account of either contracting party, any person promises, offers or gives any undue benefit to a representative or intermediary of an authority or organisation in the public sector for the purpose of:

- obtaining business,
- concluding business under more favourable terms and conditions,
- omitting due supervision of the implementation of contractual obligations, or
- engaging in other actions or omissions whereby harm is caused to the authority or organisation in the public sector or that enable the obtaining of an illicit benefit for a representative or agent of a state body or organisation from the public sector, for the other contracting party or for its representative, agent or intermediary, shall be null and void.

On the basis of its findings on the alleged existence of the facts referred to in the first paragraph of this article or on the basis of a notice from the Commission for the Prevention of Corruption or other bodies concerning such an alleged occurrence, the Contracting Authority shall begin establishing the conditions for the nullity of the agreement referred to in the preceding paragraph of this article or other measures in accordance with Slovenian regulations.

Article 35

The parties to this Agreement and their statutory representatives explicitly declare that no acts were or are being committed in the course of the conclusion and execution of this Agreement that would be contrary to the applicable law and/or bear the hallmarks of a criminal offence. If it is found that corrupt acts took place in the course of the conclusion or execution of this Agreement, then the Agreement shall be regarded as null and void and without legal effect from the moment a final indictment or charge is laid against an individual or legal entity that is a party to this Agreement or against a statutory representative.

Article 36

The Contracting Authority may not do business with entities at which the holder of a function at the Contracting Authority or a family member thereof is a member of the senior management, or holds a participation of more than 5% in the founders' rights, management or capital, either directly or via other legal entities.

When a person ceases to hold a function in a given body, they may not act as the representative of a business entity that establishes or has business contacts with that body for two years after leaving office. In a period of one year from the official ceasing to hold office, the body in which the official held office

may not conduct business with an entity in which the former official holds directly or through other legal persons more than 5% of the founding rights, management or equity.

The Contractor or the person signing this Agreement declare that they are familiar with the provisions of Article 35 of the Integrity and Prevention of Corruption Act (Uradni list RS, No 69/11 [official consolidated version] and other amendments, ZIntPK), and further declare that they themselves are not entities to which the restriction on business under this article applies. If they make a false declaration, they themselves shall bear responsibility for and the consequences of the annulment of this Agreement.

Place and date: _____

Place and date: _____

Contractor:

Contracting Authority:

Centre of the Republic of Slovenia for
Mobility and European Educational and
Training Programmes

Director:

Director:

Alenka Flander

CREATIVE CONCEPT

The tenderer shall enclose its own Creative Concept with the tender. That Creative Concept shall meet the requirements set out in the tender dossier.

*DECLARATION ON THE DISCLOSURE OF THE CODE NUMBER ON THE
ENVELOPE CONTAINING THE CREATIVE CONCEPT*

In relation to the public invitation to tender “Communication Services for the Erasmus+ Impact Campaign (EU Level)” published on the public procurement portal on _____ under public procurement order referenced JN _____,

we declare that:

- we have submitted a Creative Concept in a separate envelope bearing the code number _____.

Note: METHOD OF SUBMITTING THE DECLARATION IN ANNEX 12:

The tenderer shall submit a completed Annex 12 (which discloses which code number belongs to which tenderer) in a separate envelope.

PLACE		TENDERER Name and signature of the statutory representative
DATE		

ENVELOPE 1 (Creative Concept)

TENDERER'S CODE

Code	
------	--

☐ Creative concept

**!! NE ODPIRAJ – PONUDBA !! (!! DO NOT OPEN – CONTAINS
TENDER !!)**

Awarding of the public contract “Communication Services for the Erasmus+ Impact Campaign (EU Level)”

(to be completed by the Contracting Authority's filing office):

Date of arrival:	
Time of arrival:	
Signature:	

ADDRESSEE:

**Centre of the Republic of Slovenia for Mobility and
European Educational and Training Programmes
Ob železnici 30A

1000 Ljubljana**

ENVELOPE 2 (Annex 12)**SENDER:**

Name:	
Address:	
Contact person:	
Tel:	
Fax:	
Email:	

☐ Declaration in Annex 12

**!! NE ODPIRAJ – PONUDBA !! (!! DO NOT OPEN – CONTAINS
TENDER !!)**

Awarding of the public contract “Communication Services for the Erasmus+ Impact Campaign (EU Level)”

(to be completed by the Contracting Authority’s reception office)

Date of arrival:	
Time of arrival:	
Signature:	

ADDRESSEE:

**Centre of the Republic of Slovenia for Mobility and
European Educational and Training Programmes
Ob železnici 30A

1000 Ljubljana**

