

CONTRACT

Concluded on __/__/2022 between:

1. **National Alliance for Local Economic Development (NALED)**, with the registered office at 30/7 Makedonska Street, Belgrade, registration no. 17646877, TIN: 104478656, represented by Violeta Jovanović, Executive Director (hereinafter: the **Procuring Entity**)

and

2. _____, with the registered office at _____, _____, represented by _____ (hereinafter: the **Contractor**)

PREAMBLE

The Contracting Parties shall unanimously agree:

- that the Procuring Entity has implemented the procurement procedure _____;
- that on the basis of the implemented procurement procedure, the bid number _____ of _____ was evaluated as the most economically advantageous bid, of the bidder _____ from _____.

SUBJECT MATTER OF THE CONTRACT

Article 1

The subject of the contract shall be the provision of services of the development of the comparative analysis of the best practices for encouraging and developing cashless payments in other European countries and the World

The Contractor shall be responsible to provide the service referred to in paragraph 1 of this Article in accordance with the document entitled "*Terms of Reference - Senior International Expert no.1 - Economic Expert*" (hereinafter: ToR) and the adopted Contractor's bid no. _____ of _____.202., which are attached to this contract and form an integral part thereof.

DEADLINES AND METHOD OF EXECUTION

Article 2

The Contractor shall be responsible to develop and submit to the Procuring Entity by the end of October 2022:

- 1) Methodology framework of the study agreed with the Project Team;
- 2) Final background study (which includes delivery of the first draft, presentation to the project team and finalization in line with comments)

The Contractor shall be responsible to develop and submit to the Procuring Entity by the end of February 2022:

- 1) Developed methodology for detailed comparative analysis agreed with the Project Team;
- 2) The final comparative analysis for the selected 3 countries (which includes submitting the first draft, presenting it to the project team and finalizing it in line with the comments).
- 3) Participation in at least two events with the aim of presenting and promoting comparative analyses and project results.

the Contractor shall be responsible to submit the documents defined in this Article in English.

The execution deadline shall be an essential element of the contract.

PRICE AND PAYMENT METHOD

Article 3

The total agreed price for the provision of services subject of this contract shall be **EUR** _____ GROSS (in words: _____ EUR).

The agreed price shall be given in euros, and the payment shall be made in dinars, calculated at the mid exchange rate of the National Bank of Serbia on the day of payment, to the account of the Contractor number: _____, with the bank _____.

The Contracting Parties shall agree that the agreed price referred to in paragraph 1 of this Article includes all incidental costs that may be incurred in connection with the provision of the services subject of this contract (transport, accommodation, etc.), and that the Contractor shall not be entitled to claim additional funds on that basis.

Article 4

The payment of the agreed amount referred to in Article 3 of this Contract shall be made in installments, pro rata the executed works, based on the report on the implementation of individual phases of the contracted service, as follows:

30% of the agreed price after the fulfillment of the obligation referred to in Article 2, paragraph 1, items 1 and 2 of the Agreement and acceptance by the Procuring Entity.

70% of the agreed price after the fulfillment of the obligation referred to in Article 2, paragraph 2, items 1, 2 and 3 of the Contract and acceptance by the Procuring Entity.

LIQUIDATED DAMAGES

Article 5

If the Contractor has not complied with the agreed deadline for implementation of any of the phases of service provision subject of this contract, he/she/it shall pay to the Procuring Entity 0.5% of the total value of the work, for each day of delay, but not more than 5% of the total contract value.

The final invoice shall be permanently reduced by the amount of the calculated liquidated damages.

The Procuring Entity shall be also entitled to reduce the agreed price on the basis of unsatisfactory quality of the contracted service, whereby the reduction on this basis may be up to a maximum of 5% of the total value of the work.

INTELLECTUAL PROPERTY RIGHTS

Article 6

The Contracting Parties shall agree that on the day of the creation and deliver to the Procuring Entity of any copyright work of the Contractor created as a result of the provision of services under this Contract, the Procuring Entity shall acquire exclusive property rights to the subject copyright work, as well as the right to publish the work, modify it and release copies thereof.

The Procuring Entity shall be authorized to exploit the ceded copyright without any time and spatial restrictions.

If any request from the third party has been addressed to the Procuring Entity regarding copyright or other related rights to the content produced by the Contractor under this contract, the Contractor shall cooperate with the Procuring Entity to protect against such requests and, if he/she/it is responsible for them, he/she/it shall settle such requests. If the Procuring Entity suffers any damage due to such requests, or pays any compensation to any third party, the Contractor shall compensate the Procuring Entity for the amount of such damage or paid fees up to their full amount.

The Contractor shall agree to cooperate with the Procuring Entity for the entire duration, as well as after the completion of this Contract, in the protection of intellectual property rights transferred to the Procuring Entity in the process of execution of this Contract, and shall undertake responsibility to provide all necessary documentation, support and other required services in the possible procedures for the protection of these rights.

COMMUNICATIONS

Article 7

All information and notifications under or in connection with this Contract shall be made in writing and shall be delivered in person or by registered mail or through another courier service that delivers on the next business day to the registered address (for a company) or via e-mail.

E-mail and contact person of the Procuring Entity:

E-mail and contact person of the Contractor:

If notifications have been delivered via e-mail, the time when the e-mail arrived at the receiver's e-mail server shall be used as the time of receipt.

CONFIDENTIALITY OF INFORMATION

Article 8

The Contractor shall keep all business files and other documentation he/she/it has received from the Procuring Entity for the purpose of providing services under this contract, as well as all business information, as a business secret.

The confidentiality obligation set forth in this Article shall apply from the moment the Contractor has come into possession of confidential information, during the term of this Contract, as well as after its cancellation or termination on any grounds.

The Contractor shall treat as a business secret all materials and information received from the Procuring Entity and use them exclusively for the purpose of execution of the subject of this contract.

LIABILITY FOR DAMAGES

Article 9

The Contractor shall compensate all damages (including actual damages and lost profits) caused by his/her/its breach of contractual obligations, including but not limited to damages caused by the non-standard provision of services subject of this Contract.

CONFLICTS OF INTEREST

Article 10

The Contractor shall take all necessary measures to prevent the existence of a conflict of interest that may arise in the execution of this Contract.

A conflict of interest is any situation that could jeopardize the impartial and objective execution of the contract.

The Contractor shall inform the Procuring Entity of existence of any conflict of interest without delay and take all necessary measures to eliminate it.

The Contractor shall refrain from actions that may jeopardize his/her/its independence or the independence of the persons hired to execute the contractual obligations.

FINAL PROVISIONS

Article 11

The contract shall be concluded for a limited time until the execution of contractual obligations.

This contract may be terminated by mutual agreement, subject to a notice period of 15 days. The notice period shall run from the date of signing the written agreement on termination of the contract by both parties.

In case of unfounded withdrawal or non-fulfilment of the contract by one Contracting Party, the other Contracting Party shall be entitled to terminate this contract and to compensation for damages.

Each of the contracting parties shall be entitled to unilateral contract termination, provided that the other party does not act on the objections from the subject notice even after the expiration of a period of 8 days from the date of receipt of a written warning that he/she/it does not fulfill its obligations under this contract.

In the case referred to in the preceding paragraph, the Contracting Party that submitted the warning shall notify the other Contracting Party in writing that the conditions for the termination of this Contract have been met, and that due to that it shall consider this Contract terminated.

In case of unilateral termination of the contract, the party causing the termination shall compensate the other party.

Article 12

This Contract shall enter into force on the date of its conclusion.

Article 13

The Contracting Parties shall agree that all disputes arising in the execution of this contract shall be resolved by mutual agreement, and if this is not possible, the Commercial Court in Belgrade shall have the subject matter jurisdiction.

The contracting parties shall agree that the relevant provisions of the Law on Contracts and Torts, as well as other regulations governing the subject matter, shall apply to everything not regulated by this contract.

Article 14

The Contract is made in four (4) identical copies, 2 (two) for each contracting party.

For the Contractor:

For NALED:
