

**Chamber of Commerce and Industry of Slovenia and Building Materials Industry of Slovenia, Ljubljana Arbitration Centre**, Dimičeva ulica 13, 1504 Ljubljana, Slovenia, ID for VAT: SI73354376, IBAN: SI56 0292 4001 7841 495, BIC/SWIFT: LJBASI2X, represented by the General manager of the Chamber of Commerce and Industry of Slovenia, Mitja Gorenšek (**henceforth: CCIS CCBMIS**)

and

hereby conclude a

CONTRACT No. \_\_\_\_\_/2021

### **Article 1**

The Parties to this Contract hereby establish as follows:

- CCIS CCBMIS is the Coordinator of the “SUSODCO - Support of Social Dialogue for an effective future Construction”,
- with project “SUSODCO - Support of Social Dialogue for an effective future Construction” will be tailor-made new free sectoral SD platform in the field of construction, which will contain a presentation of key past SD initiatives and EU projects for further dissemination and exploitation of the concepts, used methodologies, outcomes and impacts being achieved in EU,
- CCIS CCBMIS published a call for tender for the development of the SD platform,
- CCIS CCBMIS call for tender forms integral part of the contract,
- **Xy** took part in a call for tender and has been selected,
- **xy** offer forms integral part of the contract,

and therefore conclude this contract as follows.

### **Article 2**

Both Parties to this Contract agree that the **xy** shall provide services provided by Article 3, whereas CCIS CCBMIS shall pay the amount agreed upon in Article 4(1) of this contract as stipulated by this contract.

### **Article 3**

The CCIS shall provide the following services:

- Development of the SD platform according to the call for tender and **xy** offer.

### **Article 4**

(1) CCIS CCBMIS shall pay to the **xy** the agreed amount in the sum total of **xx.xxx.xx** EUR (VAT included).

(2) The **xy** shall issue the invoice after the finish of each service (development) phase:

- After 1<sup>st</sup> DB phase in the amount of 30 % of the amount from para.1;
- After 2<sup>nd</sup> API phase in the amount of 35 % of the amount from para.1;
- After 3<sup>rd</sup> GUI phase when the platform is complete and fully operational in the amount of 35 % of the amount from para.1.

(3) CCIS CCBMIS shall transfer the amount from para.2 to the above account of the **xy** in **60** days after the invoice has been issued.

## Article 5

The **xy** retains all moral rights on the copyright work herein. The **xy** hereby exclusively, worldwide, for all cases and perpetually assigns to the CCIS CCBMIS all economic rights of copyright.

The **xy** represents and warrants that there is no third person owning any moral or economic right of copyright on the copyright work herein and that the **xy** is entitled to dispose with the copyright assigned herein.

The **xy** represents and warrants that the copyright work and assignment of copyright under this Article does not infringe any other rights of any third person and that the copyright work does not include anything that is in conflict with Slovenian legislation.

The **xy** shall, at his expense, indemnify, defend and hold harmless the CCIS CCBMIS from any third party claim, suit, proceeding, liability, settlement, costs, reasonable fees, and damaged incurred arising out of or in connection with a claim (including attorney's fees) regarding a breach of any warranty, representation, covenant or obligation of the **xy** hereunder.

## Article 6

**xy** agrees to keep in strict confidence all data, documents and information received from CCIS CCBMIS concerning the development of the SD platform and to make use of such data, documentation and information only to the extent that such use is necessary for the development of the SD platform under this Agreement.

## Article 7

The parties agree to notify each other in a timely manner regarding any circumstances that might affect the quality and timeliness of the performance of activities under this contract.

## Article 8

This contract shall remain in force until all the services have been rendered in accordance with this contract.

## Article 9

The contact persons for the performance of this contract are:

- for the CCIS CCBMIS: Valentina Kuzma, tel.: +386 1 58 98 246, E-Mail: [valentina.kuzma@gzs.si](mailto:valentina.kuzma@gzs.si);
- for **XY**: [REDACTED], tel [REDACTED], E-Mail: [REDACTED]

## Article 10

This agreement and any agreement resulting herefrom shall be governed by and construed in accordance with the law of the Republic of Slovenia.

## Article 11

Parties agree that any conflicts arising from this contract shall be resolved by agreement, or, when such agreement can not be reached, the contracting parties agree to the jurisdiction of the court of the subject matter in Ljubljana.

## Article 12

This contract comes into effect upon the signing of both parties.

This contract is signed in two identical copies, of which the CCIS CCBMIS shall receive 1 (one) and xy 1 (one).

In Ljubljana \_\_\_\_\_.

In [REDACTED] \_\_\_\_\_.

CCIS CCBMIS represented by:

xy, represented by:

\_\_\_\_\_  
Mitja Gorenšek,  
General manager of the CCIS

\_\_\_\_\_

\_\_\_\_\_  
Gregor Ficko  
Manager of the CCIS CCBMIS