

Ugovor

Zaključen u Beogradu dana _____ godine između:

1. **NAZIV FIRME,** _____ (u daljem tekstu DAVALAC USLUGE)
i
2. **Mladi istraživači Srbije,** _____ (u daljem tekstu NARUČILAC USLUGE)

Član 1.

Predmet ovog Ugovora je regulisanje međusobnih prava i obaveza ugovornih strana u vezi sa kreiranjem ilustracija za potrebe kampanje podizanja svesti javnosti o potrebi zaštite životne sredine, u svemu pod uslovima i na način utvđen ovim Ugovorom.

Član 2.

DAVALAC USLUGE se obavezuje da će tokom ugovorenog perioda raditi na:

Razvijanju koncepta i vizuelnog identiteta kampanje sa fokusom na identifikovane probleme u oblasti zaštite životne sredine, uz dogovor i saglasnost naručioca usluge;

Kreiranju minimum 40 ilustracija koje mogu da se koriste u sledeće svrhe: štampani plakati i bilbordi, promo materijali poput majica i platnenih torbi, baneri na sajtu, slike na društvenim mrežama itd.

Član 3.

DAVALAC USLUGE se obavezuje da će svoju uslugu da pruža profesionalno i sa pažnjom dobrog domaćina, te i da se pridržava svih propisa i dobrih običaja pri pružanju svojih usluga.

Agreement

Entered into in Belgrade on _____ by and between:

1. **NAME OF COMPANY,** _____ hereinafter: SERVICE PROVIDER)
And
2. **Young researchers of Serbia,** _____, (hereinafter: CUSTOMER)

Article 1

Subject matter of this Agreement is the regulation of mutual rights and obligations of the Contracting Parties with regard to creating illustrations for purposes of the campaign that raises public awareness for the need to protect the environment, fully in compliance with the terms and conditions and in the manner set forth by this Agreement.

Article 2

During Agreement term, SERVICE PROVIDER commits to work on:

Development of the concept and visual identity of the campaign, while focusing on the identified problems in the area of environmental protection, while in agreement and with the approval of the client;

Creation of minimum 40 illustrations that can be used in the following situations: printed posters and billboards, promotional material such as t-shirts and cotton bags, site banners, social media photos, etc.

Article 3

SERVICE PROVIDER commits to provide its service professionally and with attention of the good host, therefore to comply with all legislations and good customs during service providing.

Svi pripremni materijali, skice, vizuali i deljeni fajlovi tokom procesa izrade ostaju vlasništvo DAVAOCA USLUGE i ne smeju se koristiti u bilo koje svrhe. Odabrano rešenje i odgovarajući fajlovi postaju vlasništvo KORISNIKA.

DAVALAC USLUGE prenosi na KORISNIKA sva prava u pogledu korišćenja i objavljivanja u neograničenom broju i na neodređeno vreme autorskog dela koje je predmet ovog ugovora.

DAVALAC USLUGE će da nadoknadi NARUČILACU USLUGE – svu eventualnu štetu koju NARUČILAC USLUGE pretrpi usled toga što je DAVALAC USLUGE izvršio svoju obavezu u suprotnosti sa odredbama ovog Ugovora i/ili propisima koji regulišu predmetu oblast.

Član 4.

DAVALAC USLUGA se obavezuje da će finalna rešenja dostaviti najkasnije do _____. godine, ukoliko se ne postigne drugačiji dogovor sa KORISNIKOM koji će se potvrditi putem mejla.

Član 5.

DAVAOC USLUGA se obavezuje da će NARUČIOCU USLUGA dostaviti specifikaciju izvršenih usluga u vidu fakture nakon ispunjenja ugovorenih usluga navedenih u članu 2. ovog Ugovora.

NARUČILAC USLUGA se obavezuje da ugovorenu naknadu u iznosu od _____ RSD plati DAVAOCU USLUGA u roku od 15 dana nakon izdavanja fakture od strane DAVAOCA USLUGE.

U slučaju neizvršenja usluge u ugovorenom roku, NARUČILAC USLUGE nije u obavezi da izvrši plaćanje KA DAVAOCU USLUGE.

All preparatory materials, sketches, visuals and shared files remain the property during the design process of SERVICE PROVIDER and may not be used for any purpose. Selected solution and corresponding files become the property of the CUSTOMER.

SERVICE PROVIDER transpose all rights to the CUSTOMER in sense of usage and unlimited publishing author's work that is subject matter of this Contract.

SERVICE PROVIDER shall compensate to CUSTOMER any possible damage that the CUSTOMER may suffer because the SERVICE PROVIDER fulfilled his obligation contrary to the provisions of this Agreement and/or the regulations governing the subject area.

Article 4

SERVICE PROVIDER commits to provide final design solutions no latest then _____, unless there is other agreement with CUSTOMER which must be confirmed by email.

Article 5

SERVICE PROVIDER commits to send specification of done services, via invoice, after fulfilling defined services in article 2 of this Agreement.

CUSTOMER commits to pay the contracted fee in agreed amount of _____ RSD to the SERVICE PROVIDER within 15 days from the date of given final solutions.

In case of not fulfilling service within set deadline CUSTOMER is not obliged to pay to SERVICE PROVIDER.

Član 6.

Ugovorne strane se obavezuju da sve podatke do kojih dođu u izvršavanju ovog Ugovora čuvaju kao poslovnu tajnu, kako za vreme trajanja ovog Ugovora, tako i po njegovom isteku.

U slučaju postupanja protivno obavezi iz stava 1 ovog člana, strana koja je povredila obavezu čuvanja tajnosti podataka, dužna je da drugoj strani nadoknadi eventualnu štetu.

Član 7.

Ovaj Ugovor stupa na snagu danom potpisivanja od strane ovlašćenih predstavnika ugovornih strana, a primenjuje se od 01.07.2020. godine i zaključuje na period do _____ godine.

Član 8.

Ugovorne strane su saglasne da eventualne sporove koji nastanu iz ovog Ugovora rešavaju sporazumno, a ukoliko ne postignu sporazumno rešenje, ugovara se nadležnost Privrednog suda u Beogradu.

Član 9.

Izmene i dopune ovog Ugovora mogu se vršiti samo pisanim putem, uz saglasnost svih ugovornih strana, zaključivanjem aneksa Ugovora.

Član 10.

Na odnose ugovornih strana koji nisu uređeni ovim Ugovorom, neposredno se primenjuju odredbe Zakona o obligacionim odnosima.

POSLOVNA TAJNA

Član 11.

Article 6

The parties are obligate to treat all data of this Agreement, made available to them in relation to executing this Agreement, as confidential in order for the duration of this Agreement, even after termination of the Agreement.

In case of a contrary treatment of the obligation from paragraph 1 of this Article, party that hurted obligation confidentiality, is obligate to pay to other pay for further damage.

Article 7

This Agreement shall take effect on the date of its signing by the Parties' authorized representatives and shall apply from 01 July 2020 and shall be valid for until _____ 2020.

Article 8

The Contracting Parties agree to settle amicably any possible dispute that may arise from this Contract. If they fail in such an attempt, jurisdiction of the Economic Court of Belgrade is contracted.

Article 9

Amendments of, and supplements to this Contract may be done in writing only, with the consent of all Contracting Parties, by entering into an annex to this Contract.

Article 10

The provisions of the Law on Contracts and Torts shall directly apply to the relations of the Contracting Parties that are not regulated by this Contract.

CONFIDENTIALITY

Article 11

Ugovorne strane se obavezuju da sve komercijalne uslove ovog Ugovora, kao i sve druge informacije o poslovanju i finansijskoj situaciji druge Ugovorne strane kojima imaju pristup u vezi sa izvršenjem ovog Ugovora, tretiraju kao poverljive i ne otkrivaju ih trećim licima bez saglasnosti druge Ugovorne strane.

Član 12.

Ovaj Ugovor je zaključen u 2 (dva) istovetna primerka, od kojih po 1 (jedan) zadržava svaka ugovorna strana.

Ovaj Ugovor je sačinjen na engleskom i srpskom jeziku i u slučaju spora, merodavna je verzija na srpskom jeziku.

The Parties are obliged to treat all commercial conditions of this Agreement, as well as all other information related to other Party's business and financial position, made available to them in relation to executing this Agreement, as confidential and not to disclose them to third parties without consent of the other Party.

Article 12

This Agreement is made in 2 (two) counterparts, of which each Party shall keep 1 (one).

This Agreement is made in English and in Serbia and in the event of any divergence, the Serbian version shall prevail.

Mladi istraživači Srbije

Izvršna direktorka
