

## Ugovor o saradnji

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 pružanjem usluga za unapređenje politika i praksi Mladih istraživača Srbije u oblasti prosleđivanja grantova i upravljanja rizicima u okviru programa „EKO-SISTEM – podrška reformama u zaštiti životne sredine“, koji finansira Švedska, u svemu pod uslovima i na način utvđen ovim Ugovorom.

### Član 2.

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

- Integrisanje procene organizacionih kapaciteta, procesa unutrašnjeg upravljanja i internih kontrola u metodologiju prosleđivanja grantova MIS implementacionim partnerima;
- Integrisanje postupaka za monitoring unutrašnjih upravljačkih postupaka i internih kontrola implementacionih partnera u metodologiju prosleđivanja grantova MIS, u skladu sa pravilima i procedurama MIS, kao i sa Opštim uslovima primenljivim na grantove od strane Sida ka

## Cooperation 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 providing marketing services for providing service of improvement of Young researchers Serbia's policies and practices in the field of grants forwarding and risks assessments within programme „ECO SYSTEM - Environmental reforms supporting programme“, supported by Sweden, 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:

- Integrating assessments of organisational capacity, internal management processes and internal controls into the YRS grant forwarding methodology to the implementing partners;
- Integrating procedures for monitoring internal management procedures and internal controls of implementing partners in YRS grant forwarding methodology, in line with YRS's rules and procedures as well with the General Conditions applicable to Grants from Sida to

nevladinim organizacijama, u vezi sa podrškom projektima / programima i osnovnom podrškom (eng. *General Conditions applicable to Grants from Sida to NGO's, regarding project/programme support and core support*);

- Uspostavljanje baze rizika MIS - izvršiti početnu procenu i evaluaciju rizika, stvoriti bazu i matricu rizika, razviti različite strategije za smanjenje / uklanjanje uticaja i mogućnosti rizika.

### **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.

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.**

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 će naknadu za izvršene usluge u iznosu od \_\_\_\_\_ RSD platiti DAVAOCU USLUGA u roku od \_\_\_ 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.

NGO's, regarding project/programme support and core support;

- Establishing risk assessment database of Young Researchers of Serbia - perform initial risk assessment and evaluation, create risk database and risk matrices and develop various strategies for minimizing/eliminating risk impact and possibility.

### **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.

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

CUSTOMER commits to pay the cost for the realized service in amount of \_\_\_\_\_ RSD to the SERVICE PROVIDER within \_\_\_ days from the date of given invoice.

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

<p style="text-align: center;"><b>Član 5.</b></p> <p>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.</p> <p>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.</p>	<p style="text-align: center;"><b>Article 5</b></p> <p>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.</p> <p>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.</p>
<p style="text-align: center;"><b>Član 6.</b></p> <p>Ovaj Ugovor stupa na snagu danom potpisivanja od strane ovlašćenih predstavnika ugovornih strana, a primenjuje se od _____2020. godine i zaključuje na period do _____2020. godine.</p>	<p style="text-align: center;"><b>Article 6</b></p> <p>This Agreement shall take effect on the date of its signing by the Parties' authorized representatives and shall apply from _____ 2020 and shall be valid for until _____ 2020.</p>
<p style="text-align: center;"><b>Član 7.</b></p> <p>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.</p>	<p style="text-align: center;"><b>Article 7</b></p> <p>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.</p>
<p style="text-align: center;"><b>Član 8.</b></p> <p>Izmene i dopune ovog Ugovora mogu se vršiti samo pisanim putem, uz saglasnost svih ugovornih strana, zaključivanjem aneksa Ugovora.</p>	<p style="text-align: center;"><b>Article 8</b></p> <p>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.</p>
<p style="text-align: center;"><b>Član 9.</b></p> <p>Na odnose ugovornih strana koji nisu uređeni ovim Ugovorom, neposredno se primenjuju odredbe Zakona o obligacionim odnosima.</p> <p>POSLOVNA TAJNA</p>	<p style="text-align: center;"><b>Article 9</b></p> <p>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.</p> <p>CONFIDENTIALITY</p>
<p style="text-align: center;"><b>Član 10.</b></p> <p>Ugovorne strane se obavezuju da sve komercijalne uslove ovog Ugovora, kao i sve druge informacije o</p>	<p style="text-align: center;"><b>Article 10</b></p> <p>The Parties are obliged to treat all commercial conditions of this Agreement, as well as all other</p>

<p>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.</p> <p style="text-align: center;"><b>Član 11.</b></p> <p>Ovaj Ugovor je zaključen u 2 (dva) istovetna primerka, od kojih po 1 (jedan) zadržava svaka ugovorna strana.</p> <p>Ovaj Ugovor je sačinjen na engleskom i srpskom jeziku i u slučaju spora, merodavna je verzija na srpskom jeziku.</p>	<p>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.</p> <p style="text-align: center;"><b>Article 11</b></p> <p>This Agreement is made in 2 (two) counterparts, of which each Party shall keep 1 (one).</p> <p>This Agreement is made in English and in Serbia and in the event of any divergence, the Serbian version shall prevail.</p>
<p><b>Mladi istraživači Srbije</b></p> <p>_____</p> <p><b>Izvršna direktorka</b> <b>Tanja Petrović</b></p>	<p><b>Revizorska kuća</b></p> <p>_____</p> <p><b>Izvršni direktor</b></p>