|  |
| --- |
| Belupo d.d., Koprivnica, Danica 5, OIB / personal identification number: 74181493335, kojeg zastupa / represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*navesti ime i prezime ovlaštene osobe za zastupanje Naručitelja/* *specify the name and surname of the person authorized to represent the Contracting Authority*) (u daljnjem tekstu: Naručitelj / hereinafter: Contracting Authority)I / and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*navesti tvrtku Izvršitelja / name the Service provider*), \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*navesti registrirano sjedište Izvršitelja / name the registered residence of the Service provider*), OIB / personal identification number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_, koje zastupa / represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*navesti ime i prezime te funkciju osobe ovlaštene za zastupanje Izvršitelja / specify the name and surname and function of the person authorized to represent Service provider*) (u daljnjem tekstu: Izvršitelj / hereinafter: Service provider ) |
| u daljnjem tekstu nazvane zajedno „ugovorne strane“ ili pojedinačno „ugovorna strana“, hereinafter referred to collectively as "contracting parties" or individually as "contracting party", |
|  |
| sklapaju sljedeći / conclude following |
|  |
|  |
| **UGOVOR O NABAVI USLUGE** **UGOVORNO ISTRAŽIVANJE – PRILAGODBA TEHNOLOŠKOG PROCESA ZA POTREBE PROVEDBE PROJEKTA „RAZVOJ INOVATIVNIH FORMULACIJA KLINIČKE PREHRANE“****PUBLIC SERVICE CONTRACT****CONTRACT RESEARCH - ADAPTATION OF THE TECHNOLOGICAL PROCESS FOR THE IMPLEMENTATION OF THE PROJECT "DEVELOPMENT OF INNOVATIVE FORMULATIONS OF CLINICAL NUTRITION"** |
|  |
| (u daljnjem tekstu: Ugovor)(hereinafter: the Contract) |

**UVODNE ODREDBE: / INTRODUCTORY PROVISIONS:**

**Članak 1. / Article 1.**

Ovim Ugovorom uređuju se međusobni odnosi između Naručitelja i Izvršitelja u vezi predmeta nabave Ugovorno istraživanje – prilagodba tehnološkog procesa za potrebe provedbe projekta „Razvoj inovativnih formulacija kliničke prehrane“.

This Contract governs the mutual relations between the Contracting Authority and the Service provider regarding the procurement subject Contract Research - Adaptation of the Technological Process for the implementation of the project “Development of Innovative Formulations of Clinical Nutrition."

Naručitelj je proveo postupak nabave s obveznom objavom „Predmet nabave: Ugovorno istraživanje - prilagodba tehnološkog procesa – evidencijski broj nabave 16/23 za pravne osobe koje nisu obveznici Zakona o javnoj nabavi“, temeljem Poziva na dostavu ponuda objavljenog na internetskim stranicama [www.strukturnifondovi.hr](http://www.strukturnifondovi.hr) (u daljnjem tekstu: Postupak nabave).

The Contracting Authority conducted the procurement procedure with the mandatory announcement "Subject of procurement: Contract research - adaptation of the technological process - procurement number 16/23 for business entities who are not subjects to the Public Procurement Act", based on the Call for proposals published on the website www.strukturnifondovi.hr (hereinafter: Procurement procedure).

Ovaj Ugovor sklapa se temeljem Odluke o odabiru ekonomski najpovoljnije ponude donesene od Naručitelja dana xx.xx.2023. te u skladu s uvjetima određenima u Pozivu na dostavu ponuda i ponudi Izvršitelja od xx.xx.2023. godine, kojih uvjeta su se ugovorne strane dužne pridržavati u izvršavanju ovog Ugovora te su ujedno sastavni dijelovi istog.

The Contract is concluded based on the Decision on the selection of the most economically advantageous tender made by the Contracting Authority on xx.xx.2023. and in accordance with the conditions specified in the Call for proposals and the Service provider offer dated xx.xx.2023., which conditions the contractual parties are obliged to comply during the execution of this Contract and are also integral parts thereof.

Ugovor se realizira u sklopu projekta „Razvoj inovativnih formulacija kliničke prehrane“ sukladno Ugovoru o dodjeli bespovratnih sredstava za projekte financirane iz europskih strukturnih i investicijskih fondova u financijskom razdoblju 2014.-2020. KK.01.1.1.07.0040 i projektnoj prijavi na Javni poziv za dostavu projektnih prijava „STRIP - Jačanje kapaciteta za istraživanje, razvoj i inovacije“ koji je objavljen u okviru Operativnog programa „Konkurentnost i kohezija 2014. – 2020.“, Referentna oznaka Poziva: KK.01.1.1.07.

The Contract is implemented as part of the project „Development of innovative formulations of clinical nutrition“ according to the Agreement on the allocation of grants for projects financed from European structural and investment funds in the financial period 2014-2020, KK.01.1.1.07.0040 and project application on Public call for submission of project applications “STRIP - Strengthening capacity for research, development and innovation” which was published within the Operational Program "Competitiveness and Cohesion 2014 - 2020", Reference call number: KK.01.1.1.07.

**PREDMET UGOVORA: / SUBJECT OF THE CONTRACT:**

**Članak 2. / Article 2.**

Predmet ovog Ugovora je usluga Ugovornog istraživanja – prilagodba tehnološkog procesa za potrebe projekta „Razvoj inovativnih formulacija kliničke prehrane“.

The subject of this Contract is the service of Contract Research - Adaptation of the Technological Process for the implementation of the project “Development of Innovative Formulations of Clinical Nutrition".

Predmet ovog Ugovora – Ugovorno istraživanje - prilagodba tehnološkog procesa na proizvodnim linijama sastoji se od 4 aktivnosti, sukladno Prilogu 2. Tehničkim specifikacijama: / The subject of this Contract - Contract Research - Adaptation of Technological Process on production lines consist of 4 activities, in accordance with the Annex 2 Technical specification:

1. Provedba tehnološke prilagodbe formulacije broj 1 na proizvodnoj liniji / Implementation of technological adaptation of formulation number 1 on the production line
2. Provedba tehnološke prilagodbe formulacije broj 2 na proizvodnoj liniji / Implementation of technological adaptation of formulation number 2 on the production line
3. Provedba tehnološke prilagodbe formulacije broj 3 na proizvodnoj liniji / Implementation of technological adaptation of formulation number 3 on the production line
4. Provedba tehnološke prilagodbe formulacije broj 4 na proizvodnoj liniji / Implementation of technological adaptation of formulation number 4 on the production line

Ovaj Ugovor definira odredbe i uvjete pod kojima Izvršitelj pruža uslugu ugovornog istraživanja – prilagodba tehnološkog procesa. Detaljan i potpun opis i specifikacija predmeta Ugovora sadržan je u Prilogu 2. Tehničke specifikacije, koji je sastavni dio ovog Ugovora i ponude.

This Contract defines the provisions and conditions under which the Service provider provides the service of contract research - adaptation of the technological process. A detailed and comprehensive description and specification of the Contract subject are contained in Annex 2 - Technical specifications, which is an integral part of this Contract, as well as the offer.

**Članak 3. / Article 3.**

Izvršitelj se obvezuje izvršiti uslugu stručno i savjesno te ispuniti sve obveze iz ovog Ugovora u skladu s Pozivom na dostavu ponuda, Tehničkim specifikacijama, Troškovnikom i svojom Ponudom, s dužnim zalaganjem, pozornošću i učinkovitošću u skladu sa suvremenim profesionalnim tehnikama i praksom, počevši od dana stupanja na snagu Ugovora, odnosno s krajnjim rokom od 15.11.2023. godine te po cijeni iz Ponude Izvršitelja i Troškovnika od xx.xx.2023. godine.

The Service provider is obliged to perform the service professionally and conscientiously and fulfil all obligations under this Contract in accordance with the Call for proposal, Technical Specifications, Cost sheet, and their Offer, with due diligence, care, and efficiency in line with modern professional techniques and practices, starting from the effective date of the Contract, and with a final deadline of November 15, 2023, at the price stated in the Service provider Offer and Cost sheet from xx.xx.2023.

**CIJENA, ROK, NAČIN I UVJETI PLAĆANJA: / PRICE, DEADLINE, METHOD AND TERMS OF PAYMENT:**

**Članak 4**. / **Article 4.**

Ugovorne strane suglasno utvrđuju da cijena za pružanje usluga iz članka 2. ovog Ugovora iznosi xx.xxx,xx EUR (slovima) bez PDV-a te xx.xxx,xx EUR (slovima) s PDV-om, odnosno u skladu s Ponudom Izvršitelja od xx.xx.2023.godine.

The contracting parties unanimously determine that the price for the provision of services stated in Article 2 of this Contract amounts to xx.xxx,xx EUR (in words) exclusive of VAT and xx.xxx,xx EUR (in words) inclusive of VAT, in accordance with the Service provider Offer from xx.xx.2023.

**Članak 5. / Article 5.**

Prema suglasnoj volji ugovornih stranaka, ponuđene jedinične cijene izražene u Troškovniku Izvršitelja priloženim uz Ponudbeni list su fiksne i nepromjenjive za cijelo vrijeme ispunjenja ugovornih obveza.

According to the unanimous agreement of the contracting parties, the offered unit prices expressed in the Service provider Cost sheet attached to the Tender sheet are fixed and non-negotiable for the entire duration of fulfilling the contractual obligations.

Ponuđene jedinične cijene neće se mijenjati zbog naknadno promijenjenih okolnosti po bilo kojoj osnovi, niti u slučaju da se nakon zaključenja Ugovora povećaju cijene elemenata na temelju kojih je ona određena. Izvršitelj se odriče na naknadno promijenjene okolnosti te izričito jamči da ugovorne jedinične cijene vrijede za cijelo vrijeme ispunjenja ugovornih obveza.

The offered unit prices will not be changed due to subsequently altered circumstances on any grounds, nor in the event that the prices of the elements based on which they were determined increase after the conclusion of the Contract. The Service provider waives any claims related to subsequently changed circumstances and expressly guarantees that the contractual unit prices remain valid for the entire duration of fulfilling the contractual obligations.

**Članak 6. / Article 6.**

Izvršitelj je u obvezi izvršiti usluge navedene u članku 2. ovog Ugovora sukladno roku, kvaliteti, uvjetima, cijeni navedenoj u Troškovniku, uvjetima Poziva na dostavu ponude i Tehničkim specifikacijama.

The Service provider is obliged to perform the services specified in Article 2 of this Contract in accordance with the agreed deadline, quality, conditions, price stated in the Cost sheet of the offer, the conditions of the Call for proposals, and the Technical Specifications.

Nakon svake provedene aktivnosti, navedene u članku 2. ovog Ugovora i detaljno opisane u Prilogu 2. Tehničke specifikacije, Izvršitelj je dužan Naručitelju dostaviti Izvještaj o radu s detaljnim specifikacijama izvršenih usluga i dobivene uzorke, kako je opisano u Prilogu 2. Tehničke specifikacije). Naručitelj mora u roku od 5 dana pregledati Izvještaj o radu te isti potpisati ili dostaviti komentare. Nakon potpisivanja Izvještaja, Naručitelj izrađuje primopredajni zapisnik o izvršenoj usluzi u okviru pojedine aktivnosti. Po izradi primopredajnog zapisnika, Izvršitelj izrađuje račun prikladan za plaćanje te isti dostavlja Naručitelju. Primopredajni zapisnik potpisuju ovlašteni predstavnici Naručitelja i Izvršitelja te služi kao potvrda da je Izvršitelj pružio i izvršio uslugu u okviru pojedine aktivnosti. Po izvršenju sve 4 (četiri) aktivnosti, Izvršitelj je dužan sastaviti završni Izvještaj o izvršenoj cjelokupnoj usluzi koja je obuhvaćena Ugovorom. Završni izvještaj potpisuju ovlašteni predstavnici Naručitelja i Izvršitelja te služe kao potvrda o pružanju i izvršenju cjelokupne usluge predmetnog Ugovora.

After each completed activity, as listed in Article 2 of this Contract and detailed in Annex 2 - Technical specifications, the Service provider is obligated to submit to the Contracting authority a Work Report with detailed specifications of the performed services and obtained samples, as described in Annex 2 - Technical Specifications. The Contracting authority must review the Work Report within 5 days and either sign it or provide comments. After signing the Report, the Contracting authority prepares a handover report for the completed service within each activity. Upon completion of the handover report, the Service provider prepares an invoice for payment and submits it to the Contracting authority. The handover report is signed by authorized representatives of the Contracting authority and the Service provider and serves as confirmation that the Service provider has provided and completed the service within each activity. Upon the completion of all 4 activities, the Service provider is required to compile a final Report on the overall completed service covered by the Contract. The final report is signed by authorized representatives of the Contracting authority and the Service provider and serves as confirmation of the provision and completion of the entire service under the relevant Contract.

**Članak 7. / Article 7.**

Plaćanje ugovorene cijene za isporuku predmeta Ugovora vršit će se **u 4 (četiri) rate,** sljedećomdinamikom: / Payment of the contracted price for the delivery of the subject of the Contract will be made in 4 (four) instalments, with the following dynamics:

\*Opcija 1. / Option 1 ili/or

Opcija 2. / Option 2

*(Napomena: Odabrani ponuditelj odabrat će jednu od opcija plaćanja iz točke 2.8. Načini i rokovi plaćanja Poziva na dostavu ponuda (Opcija 1. ili Opcija 2.). Nakon toga, dinamika plaćanja bit će uvrštena u Ugovor prije potpisivanja.)*

*(Note: The selected tenderer will choose one of the payment options from point 2.8. Payment methods and deadlines of the Call for proposals (Option 1 or Option 2). After that, the payment dynamics will be included in the Contract before signing.)*

**ROK POČETKA I ZAVRŠETKA IZVRŠENJA USLUGE: / DEADLINE FOR THE SERVICE EXECUTION**

**Članak 8. / Article 8.**

Rok početka izvršenja usluge nastupa od trenutka obostranog potpisa Ugovora, a krajnji rok završetka je do 15. studenog 2023. godine.

The beginning date of the service execution starts from the moment of mutual signing of the Contract, and the final deadline for completion is until November 15, 2023.

Izvršitelj je dužan u ispunjavanju obveze iz svoje profesionalne djelatnosti postupati prema pravilima struke s pažnjom dobrog stručnjaka.

The Service provider is obligated to carry out their professional obligations in accordance with the professional standards and with the care of a competent professional.

Sve informacije i dokumentacija koje će jedna ugovorna strana učiniti dostupnim drugoj ugovornoj strani u svrhu izvršavanja odredaba ovog Ugovora, kao i ovaj Ugovor u cijelosti, smatrat će se *povjerljivim* . *Povjerljive informacije* se ne mogu koristiti, osim u svrhe određene ovim Ugovorom, bez izričitog pristanka druge ugovorne strane. Izvršitelj se obvezuje koristiti sve podatke i informacije koje dobije od Naručitelja isključivo u svrhu pružanja usluga koje su predmet ovog Ugovora.

All information and documentation that one contracting party will make available to the other contracting party for the purpose of executing the provisions of this Contract, as well as this Contract in its entirety, will be considered *confidential*. *Confidential information* may not be used, except for the purposes specified in this Contract, without the express consent of the other contracting party. The Service provider undertakes to use all data and information received from the Contracting authority exclusively for the purpose of providing the services that are the subject of this Contract.

Za vrijeme trajanja ovoga Ugovora Izvršitelj je obvezan *Povjerljive informacije* čuvati u strogoj tajnosti i ne smije ih koristiti, a osobito ne u poslovne svrhe koristiti bilo koji dio *Povjerljivih informacija*. Ova obveza čuvanja tajnosti *Povjerljivih informacija* ostat će na snazi i nakon prestanka ovog Ugovora, odnosno sve dok se *Povjerljive informacije* ne otkriju javnosti ili one na drugi način postanu javno dostupne.

During the term of this Contract, the Service provider is obliged to keep the *Confidential Information* strictly confidential and may not use it, and especially not use any part of the *Confidential Information* for business purposes. This obligation to keep the *Confidential Information* confidential shall remain in effect after the termination of this Contract, i.e. until the *Confidential Information* is disclosed to the public or otherwise becomes publicly available.

**NADZOR I RASKID UGOVORA: / SUPERVISION AND TERMINATION OF CONTRACT:**

**Članak 9. / Article 9.**

Ugovorne strane su suglasne da Naručitelj zadržava pravo davanja prijedloga, uputa i primjedbi Izvršitelju u vezi s izvršenjem ugovornih obveza.

The contracting parties agree that the Contracting Authority retains the right to provide suggestions, instructions, and remarks to the Service provider regarding the fulfilment of contractual obligations.

Ugovorne strane se obvezuju na međusobnu komunikaciju putem elektroničke pošte.

The contracting parties commit to communicating with each other via email.

Ovaj Ugovor može se raskinuti pisanim sporazumom ugovornih strana o raskidu. Naručitelj i Izvršitelj također mogu, ukoliko smatraju da neka od ugovornih strana ne ispunjava svoje obveze jednostrano Izjavom o raskidu raskinuti ovaj Ugovor koji stupa na snagu odmah danom kada je Izjava o raskidu odaslana.

The Contract can be terminated by a written agreement between the contracting parties regarding termination. The Contracting Authority and the Service provider may also unilaterally terminate this Contract by providing a written notice of termination if they believe that either party fails to fulfil its obligations, with the immediate effect from the moment the notice of termination is sent.

**Članak 10. / Article 10.**

Izvršitelj će Naručitelju najkasnije 21 (dvadesetijedan) dan po sklapanju ugovora predati **jamstvo za uredno ispunjenje ugovora** u obliku bankovne garancije, s klauzulom „plativo na prvi pisani poziv korisnika garancije“ i „bez prava prigovora“ na 5% (pet posto) vrijednosti ugovora kao jamstvo za uredno ispunjenje ugovora na rok trajanja sklopljenog ugovora o javnoj nabavi.

The Service provider shall provide the Contracting authority with a **performance guarantee / bond**, in the form of a bank guarantee, no later than 21 (twenty-one) days after the contract is signed. The performance bond shall include the clause "payable upon first written demand by the beneficiary of the guarantee" and "without the right of objection," and it shall be equivalent to 5% (five percent) of the contract value as a guarantee for the proper fulfilment of the contract for the duration of the public procurement contract.

Kao jamstvo iz ove točke, ponuditelj može umjesto bankovne garancije iz st. 1. ovog članka dati novčani polog u traženom iznosu od 5% (pet posto) vrijednosti ugovora na poslovni račun Belupo d.d., IBAN: HR1523600001101748216, SWIFT: ZABAHR2X, poziv na broj: HR00 OIB (OIB ponuditelja), opis plaćanja: „Jamstvo za uredno ispunjenje ugovora“.

As a guarantee under this provision, the Service provider, instead of the bank guarantee from Section 1 of this Article, may provide a cash deposit in the requested amount of 5% (five percent) of the contract value to the business account of Belupo Inc., IBAN: HR1523600001101748216, SWIFT: ZABAHR2X, reference number: HR00 (Service providers OIB), payment description: "Performance Bond."

Jamstvo za uredno ispunjenje Ugovora Naručitelj ima pravo naplatiti u slučaju svake povrede ugovorne obveze od strane Ugovaratelja zbog koje Naručitelju nastane šteta i to u iznosu visine nastale štete.

The Contracting authority has the right to enforce the performance bond in the event of any breach of contractual obligations by the Service provider, resulting in damages to the Contracting authority. The amount of the performance bond will be equal to the extent of the incurred damages.

**ZAVRŠNE ODREDBE: / FINAL PROVISIONS:**

**Članak 11. / Article 11.**

Ugovorne strane suglasno utvrđuju da će se službena komunikacija obavljati putem odgovornih osoba za izvršenje ovog Ugovora kako slijedi:

The contracting parties agree that official communication will be carried out through the persons responsible for the execution of this Contract as follows:

Za Naručitelja / For Contracting Authority: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, tel. / phone \_\_\_\_\_\_\_\_\_\_\_ (popuniti/fill in)

Za Izvršitelja / For Service provider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, tel./ phone \_\_\_\_\_\_\_\_\_\_ (popuniti/fill in)

Navedene odgovorne osobe međusobnu komunikaciju obavljat će usmeno, elektroničkim i/ili pisanim putem.

The aforementioned persons will communicate with each other orally, electronically and/or in writing.

U slučaju promjene odgovorne osobe iz članka 11. ovog Ugovora, svaka ugovorna strana dužna je pisanim putem obavijestiti drugu ugovornu stranu o nastaloj promjeni.

In the event of a change of the responsible person referred to in Article 11 of this Contract, each contracting party is obliged to notify the other contracting party in writing about the occurred change.

Takva pisana obavijest smatrat će se izmjenom članka 11. ovog Ugovora i neće se posebno ugovarati, te će činiti sastavni dio ovog Ugovora.

Such written notice shall be considered as an amendment to Article 11 of this Contract and shall not be separately negotiated but shall constitute an integral part of this Contract.

**Članak 12**. / **Article 12.**

Izvršitelj ima pravo na produženje ugovornog roka opisanog u članku 8. st.1. ovog Ugovora, u slučaju nastupa sljedećih okolnosti i događaja za koje ni Naručitelj ni Izvršitelj nisu odgovorni, a zbog kojih je nemoguće pružanje dijela ili svih usluga u skladu s Ugovorom:

The Service provider has the right to an extension of the contractual deadline described in Article 8 Section 1 of this Contract in the event of the following circumstances and events for which neither the Contracting Authority nor the Service provider are responsible, and which make it impossible to provide part or all of the services in accordance with the Contract:

* uslijed nastupa više sile; / higher force;
* uslijed mjera predviđenih aktima javnopravnih tijela / as a result of the measures provided by acts of public law bodies.

Pod višom silom podrazumijevaju se prirodni događaji, npr. poplave, požari i sl. ili pak ljudske radnje koje utječu na tijek isporuke robe, kao npr. karantena, pandemija, iznenadno ograničenje robama bitnim za odvijanje isporuke i sl., a koji događaji se nisu mogli predvidjeti i otkloniti.

A higher force refers to natural events, such as floods, fires, etc., or human actions that affect the course of goods delivery, such as quarantine, pandemic, sudden restrictions on goods essential for delivery, etc., which events could not have been foreseen or prevented.

Izvršitelj i Naručitelj neće u navedenim slučajevima imati međusobnih potraživanja zbog eventualno nastalih troškova uslijed produženja roka isporuke robe osim u slučaju kad su mjere predviđene aktima javnopravnih tijela donesene isključivo zbog krivnje Izvršitelja.

In the mentioned cases, the Service provider and the Contracting Authority will not have mutual claims for any costs incurred as a result of the extension of the delivery deadline, except in cases where measures prescribed by public authorities are solely due to the fault of the Contracting Authority.

Izvršitelj ima pravo na produženje roka za onoliko dana za koliko traju smetnje prouzrokovane navedenim okolnostima i događajima, pod uvjetom da je prethodno Naručitelja u pisanom obliku izvijestio o nastupu okolnosti koje ga onemogućuju u izvršenju njegovih obveza iz ovog Ugovora.

The Service provider has the right to an extension of the deadline for as many days as the obstacles caused by the mentioned circumstances and events last, provided that they have previously informed the Contracting Authority in writing about the occurrence of circumstances that prevent them from fulfilling their obligations under this Contract.

Ukoliko Izvršitelj traži produženje ugovornog roka radi neizvršavanja obveza ili krivnje Naručitelja, obvezan je o tome pisanim putem upozoriti Naručitelja te u pisanom obliku podastrijeti dokaze da je zbog nemara, nečinjenja, kašnjenja ili nekog drugog propusta Naručitelja on bio u nemogućnosti izvršiti svoje obveze.

If the Service provider requests an extension of the contractual deadline due to the non-performance or fault of the Contracting Authority, they are obligated to notify the Contracting Authority in writing and provide evidence in writing that they were unable to fulfil their obligations due to negligence, inaction, delay, or any other omission on the part of the Contracting Authority.

**Članak 13. / Article 13.**

Ugovorne strane sporazumno utvrđuju da će se u slučaju promijenjenih okolnosti o svim izmjenama i dopunama sporazumjeti u pisanom obliku.

The contracting parties mutually agree that in the event of changed circumstances, all amendments and modifications shall be agreed upon in writing.

Ovaj Ugovor stupa na snagu danom obostranog potpisa Ugovora i traje do izvršenja svih ugovornih obveza sukladno Ugovoru.

This Contract takes effect on the date of mutual signature of the Contract and will remain in effect until the fulfilment of all contractual obligations in accordance with the Contract.

**Članak 14**. **/ Article 14.**

Ugovorne strane suglasne su da, ukoliko se eventualni sporovi proizašli iz ovog Ugovora ne mogu riješiti mirnim putem, za njihovo rješavanje nadležan je sud prema mjestu sjedišta Naručitelja.

The Contracting parties agree that, in the event that any disputes arising from this Contract cannot be resolved amicably, the competent court shall be the court with jurisdiction according to the Contracting Authority residence.

Za sve što nije utvrđeno ovim Ugovorom na odgovarajući se način primjenjuju odredbe Zakona o obveznim odnosima te drugi relevantni zakoni i podzakonski propisi koji reguliraju izvršenje predmetne vrste ugovora.

For matters not covered by this Contract, the provisions of the Civil Obligation Act and other relevant laws and regulations governing the execution of this type of contract shall apply accordingly.

**Članak 15. / Article 15.**

Ovaj Ugovor sastavljen je u 4 (četiri) istovjetna primjerka, od kojih 2 (dva) primjerka za Izvršitelja i 2 (dva) primjerka za Naručitelja.

This Contract is made in 4 (four) identical copies, with 2 (two) copies for the Service provider and 2 (two) copies for the Contracting Authority.

|  |  |  |
| --- | --- | --- |
| U / In Koprivnici, \_\_/\_\_/2023. |  | U / In \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_/\_\_/2023. |
| **Za Naručitelja / For Contracting Authority:** |  | **Za Izvršitelja / For Service provider:** |
|  |  |  |
| *(ime i prezime, funkcija, potpis ovlaštene osobe)**(name and surname, function and signature)* |  | *(ime i prezime, funkcija, potpis ovlaštene osobe)**(name and surname, function and signature)* |

**Prilozi / Annexes:**

Prilog 1. Ponudbeni list / Annex 1 – Tender sheet

Prilog 2.Tehničke specifikacije / Annex 2 – Technical specification

Prilog 3. Troškovnik / Annex 3 – Cost sheet

Prilog 4. Odluka o odabiru / Annex 4 - Decision on selection