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## TENDER FOR SERVICE

Annex 1: Template of Cooperation contract

**Contract No. \_\_\_\_\_/2024**

This Contract ("Contract") is entered into on [Date] ("Effective Date") between:

**Contracting Authority-Buyer:**

Official Name: GOSPODARSKA ZBORNICA SLOVENIJE

English translation: The Chamber of Commerce and Industry of Slovenia - CCIS

Department: Chamber of Construction and Building Materials Industry - CCBMIS

Postal Address: Dimičeva ulica 13, 1504 Ljubljana, Slovenija

Contacts: zgigm@gzs.si , [www.gzs.si/zgigm](http://www.gzs.si/zgigm)

Legal Type: Private non-profit

Activity of the contracting authority: Chamber of commerce

VAT: SI 73354376

**AND**

**Service Provider:** [Name of Service Provider]

[Address of Service Provider]

[City, Country]

[VAT number]

### ARTICLE 1 - PURPOSE

The purpose of this Contract is to engage the Service Provider to provide expert services related to the implementation of the Greet CE project (Green transition in Central Europe; Project number: 101133227) financed under the I3 mechanism (I3-2022-CAP2b), focusing on the engagement of stakeholders in blue-bioeconomy value chains in the context of the regenerative farming project pilot ("Purpose").

GREET CE - Green Transition in Central Europe

- Type: Interregional Innovation Investments Instrument - I3 Project Grants - I3-2022-CAP2b
- Duration: 24 months
- Start: 20.11.2023 - 19.11.2025
- Project Number: 101133227
- Project Website: [Website on the European Commission portal]
- Hashtag: #I3Instrument, #SMEs
- Consortium: 29 organizations, including eight (8) full project partners from seven EU regions of six Central European countries (HR, HU, PL, RO, SI, SK)



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8 Full Partners of the consortium are:

1. ZAVOD ENERGETSKA AGENCIJA ZA SAVINJSKO, ŠALEŠKO IN KOROŠKO (SI)
2. ENERGETSKI INSTITUT HRVOJE POŽAR (HR)
3. FALCON-VISION MŰSZAKI FEJLESZTŐ ÉS SZOLGÁLTATÓ ZÁRTKÖRŰEN MŰKÖDŐ RT (HU)
4. GOSPODARSKA ZBORNICA SLOVENIJE (SI)
5. ASOCIATIA GREEN ENERGY (RO)
6. Delfy Consulting Ltd. (HU)
7. MAZOWIECKA AGENCJA ENERGETYCZNA SPZOO (PL)
8. BIOECONOMY CLUSTER (SK)

### ARTICLE 2 - SCOPE OF WORK

The Service Provider shall perform the following tasks ("Scope of Work") in the area specified in the tender:

1. Bioeconomy Ecosystems Research and Development, EU Project Synergies
2. Screening and Innovative Promotion of Innovative Bioeconomy SMEs
3. In-depth, Comparative Policy Intervention Analysis

### ARTICLE 3 – INTERPRETATION

The following words shall have the following meanings:

“Data Protection Legislation” means GDPR and any national implementing laws, regulations and secondary legislation in force.

“Commencement Date” means the date the supply of Services is to commence.

“Force Majeure Event” means any circumstance not within a party’s reasonable control including, without limitation:

(a) acts of God, flood, drought, earthquake or other natural disaster;

(b) epidemic or pandemic;

(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(d) nuclear, chemical or biological contamination or sonic boom;

(e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent];

(f) collapse of buildings, fire, explosion or accident;

(g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party)

(h) interruption or failure of utility service.



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“Good Industry Practice” means the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in activities of a similar scope and complexity to those that are the subject of this Contract.

“Buyer Data” means all data and information which the Service Provider can access or is provided with by or on behalf of the Buyer about the provision of the Services whether such data and information is owned by Greet CE, partner of Greet CE, or any employee of any of them.

“Intellectual Property” means all copyright and registered designs, registered and unregistered design rights, or any rights or property similar to the foregoing.

“Intellectual Property Rights” means patents, trademarks, service marks, logos, trade names, internet domain names, copyright (including rights in computer software).

“Losses” means liabilities, costs, damages, losses (including but not limited to any direct, indirect and consequential losses), demands, expenses (including legal costs and expenses), and any sum arising in connection with any claims and proceedings;

“Order” means Buyer’s written instruction to the Service Provider to provide the Services and which incorporates these Standard Conditions;

“Specification” means the specifications and requirements for the Services as stated in the Order.;

“Service Provider” means the Service Provider of the Services as specified in the Order;

#### **ARTICLE 4 - OBLIGATIONS**

These Standard Conditions apply to all Services delivered by the Service Provider. The Service Provider shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under these Standard Conditions. The Service Provider will comply with all reasonable instructions and requests of Buyer regarding the Services. The Service Provider warrants that all Services will be provided with all reasonable skill and care and due diligence and in accordance with Good Industry Practice, all applicable regulations, policies and guidelines.

#### **ARTICLE 5 - WARRANTIES**

The Service Provider warrants that it shall carry out the Services in accordance with the Specification and the Order. The Service Provider warrants that the Services shall be delivered with all reasonable skill and care and in accordance with Good Industry Practice. The Service Provider warrants that it has full capacity and authority to enter into and perform the Contract and that it is a legally valid, incorporated and existing organisation. The Service Provider warrants that it maintains all necessary rights authorisation licences and consents to perform its obligations under the Contract.



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Chamber of Construction  
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of Slovenia

## **ARTICLE 6 – SUB – CONTRACTING AND ASSIGNMENT**

The Service Provider must ensure that, where any part of the Services is to be sub-contracted to a third party, any such sub-contracting shall not limit any responsibility or obligations of the Service Provider to Buyer under the Contract and the Service Provider remains responsible for all acts and omissions of its subcontractors.

## **ARTICLE 7 - DURATION**

The duration of this Contract shall be 17 months commencing on the Effective Date and ending on [31 August 2025] from the date of signing the service contract by both parties.

## **ARTICLE 8 - PRICE**

The Buyer shall pay the Service Provider the sum of [max. 49 000 EUR without VAT] for the satisfactory completion of the Scope of Work. The price for the Services is fixed. All rates detailed herein are in EUR.

## **ARTICLE 9 - PAYMENT**

9.1. The Service Provider shall submit its invoice in the method and format as specified in the Order and accompanied by all VAT and applicable tax documentation as required by Buyer ("Invoice"). Each Invoice shall include all reasonable supporting information required by Buyer to verify the accuracy of the Invoice.

9.2. Buyer shall pay all properly due and undisputed Invoices within eight (8) days from the date on which Buyer receives a valid Invoice which shall be the final date for payment ("Final Date for Payment").

9.3. To withhold payment or part payment of an Invoice Buyer must serve on the Service Provider no later than 1 (one) day prior to the Final Date for Payment (the "Prescribed Period") a notice specifying the amount proposed to be withheld and the ground for withholding payment, or, if there is more than one ground, each ground and the amount attributable to it ("Payless Notice").

9.4. If Buyer fails to pay the Invoiced Sum in full by the Final Date for Payment and Buyer has failed to serve a valid Payless Notice then without prejudice to any other right or remedy the Service Provider may suspend any or all its obligations under the Contract having given at least fourteen (14) days' notice of its intention to suspend, stating the ground(s) on which it is intended to suspend performance.

9.5. The right to suspend performance shall cease when Buyer makes payment in full of the Invoiced Sum. Any period during which performance is suspended shall be disregarded in computing the time taken by the Service Provider or other third party to complete any work directly or indirectly affected by the exercise of the right of suspension. If a contractual time limit is set by reference to a date rather than a period, the date shall be adjusted accordingly.



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## **ARTICLE 10 – INTELLECTUAL PROPERTY**

All Intellectual Property Rights created in documents provided to Buyer pursuant to the Contract shall belong to Buyer. In consideration of the payments made under the Contract to the Service Provider by Buyer, the Service Provider hereby assigns by way of future assignment to Buyer all Intellectual Property Rights subsisting in the said documents. The Service Provider shall indemnify Buyer against any damages or losses suffered whatsoever in connection with any claim brought against Buyer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the assignment or supply to, or use by, Greet CE of the rights referred to in this Clause.

## **ARTICLE 11 – DATA PROTECTION**

The Service Provider shall take reasonable steps to ensure the reliability of any employee, agent or contractor that has access to personal data. The Service Provider shall ensure that all personnel with access to the personal data are aware of their responsibilities in respect of the personal data. The personnel must all be subject to enforceable duties of confidentiality in respect of the personal data. The Service Provider shall notify Buyer promptly if it receives a request from an individual for subject access, or a request relating to any of the other individuals' rights available under the GDPR, in respect of personal data. The Service Provider shall upon written request assist Buyer, using appropriate technical and organisational means, to respond to individuals' requests in the manner set out in the GDPR. The Service Provider shall notify Buyer without undue delay if it becomes aware of a personal data breach affecting personal data unless the breach is unlikely to result in a risk to the rights and freedoms of the data subject. The Service Provider shall provide all cooperation and information reasonably requested by Buyer in respect of a personal data breach as soon as possible following the detection of the breach by the Service Provider. The Service Provider shall indemnify and keep Buyer indemnified from and against any and all losses and third-party claims which Buyer may suffer or incur (directly or indirectly) in relation to the Service Provider's failure to comply with its obligations as set out in this Clause.

## **ARTICLE 12 - TERMINATION**

If the Service Provider breaches any term of the Contract, then if the breach is capable of remedy Buyer may serve the Service Provider with a notice specifying the breach. If the Service Provider continues or fails to take steps to rectify the breach within seven (7) days of receipt of the notice, or such other timescale as may be specified in the notice Buyer may terminate the Contract. The termination of the Contract, however arising, will be without prejudice to the rights and duties of Buyer accrued prior to termination. The Standard Conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.



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#### **ARTICLE 13 – FORCE MAJEURE**

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract in the case of a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four (4) weeks, the party not affected may terminate the Contract is agreement by giving seven (7) days written notice to the affected party.

#### **ARTICLE 14 - NOTICES**

All notices from the Service Provider under the Contract shall be sent electronically by email (specifying the Contract Data) and delivered exclusively by email to the relevant person of the Buyer. All notices from the Buyer under the Contract shall also be sent electronically by email.

Such notification shall be deemed to have been received at the time of transmission.

#### **ARTICLE 15 - REPRESENTATIVES**

Each Party shall appoint a representative who shall be responsible for overseeing the performance of this Contract.

BUYER CONTACT PERSON: Valentina Kuzma

E mail: [valentina.kuzma@gzs.si](mailto:valentina.kuzma@gzs.si), [zgigm@gzs.si](mailto:zgigm@gzs.si),

Telephone:00 386 15898 246, 00 386 1 5898 242

SERVICE PROVIDER: ...

#### **ARTICLE 16 - CONFIDENTIALITY**

“Confidential Information” means all information of a confidential nature concerning the other Party’s business and the Clients’ business, or products disclosed to the recipient Party by the other Party or its employees or agents or obtained from the other Party as a result of entering into or performing this Contract. Each Party shall treat as confidential the Confidential Information and shall not use such confidential information except for the purposes of this Agreement. The recipient Party shall restrict disclosure of such confidential material to such of its employees, agents or Service Provider s as need to know the same for the purpose of discharging the recipient’s Party’s obligations to the other Party and shall ensure that such employees, agents or Service Provider s are subject to the same obligations of confidentiality as bind the recipient Party.

#### **ARTICLE 17 - GENERAL**

17.1 If any provision of the Standard Conditions is held to be void or unenforceable in whole or in part, the Standard Conditions shall be construed in all respects as if the void or unenforceable provision has been struck from the Standard Conditions without any effect on any other provision.



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17.2 Failure or delay by Buyer in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

17.3 A failure or delay by a party to exercise any right or remedy provided under the Standard Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Standard Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.

#### **ARTICLE 18 – LAW AND JURISDICTION**

18.1. The formation, existence, construction, performance, validity and all aspects of the Contract and any claim or dispute arising under it (including non-contractual disputes) shall be governed by and construed in accordance with Slovenian law.

18.2 In the case of a bona fide dispute in connection with the Contract the Party raising the dispute shall promptly notify the other in writing of the same. In the event of such dispute the Parties shall attempt in good faith to resolve the dispute within 14 days of the date of the notification of dispute. In the event of failure to resolve the dispute the Parties shall refer the dispute to a senior representative of each Party for resolution within a period of 14 days from the date of referral.

18.3 If the Parties are unable to resolve their dispute through the escalation process either Party may refer the matter for resolution either by adjudication or in the Slovenian Courts.

#### **ARTICLE 19 – SIGNATURES**

AS WITNESS:

This Contract shall be signed using a digital signature solution. The digital signatures will be automatically added as the final pages in the fully signed document.

Each Party receives a fully signed copy of this Contract. Delivery of the fully signed copy via e-mail or via an electronic signature system shall have the same force and legal effect as delivery of an original hard copy of the Contract.



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For the Chamber of Commerce and Industry of Slovenia (CCIS CCBMIS):

[Signature]

[Name and title of the representative]

For the Service Provider:

[Signature]

[Name and title of the representative]