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Implemented by:



## ----- MODEL CONTRACT -----

### CONTRACT

for

**for conducting corruption and integrity risk assessments (CIRA) in selected sectors and improving conflict of interest managing systems**

(here and after referred as "the Contract")

Concluded by

**REGIONALNI DIALOG, Zavod za organizacijo prireditev in raziskovanje, Kalce 5J, 1370 Logatec,**  
Identification number: 3456765000, Tax number: SI 32476728, represented by Katja Geršak, director  
(hereinafter referred to as the "**Contracting Authority**")

and

\_\_\_\_\_, Identification number: \_\_\_\_\_, Tax number:  
\_\_\_\_\_, represented by \_\_\_\_\_ (hereinafter referred to as the "**Contractor**")

### PRELIMINARY OBSERVATIONS

#### Article 1

#### (Introductory provision)

The Parties acknowledge that:

- the Contracting Authority has carried out a public procurement procedure for ...No \_\_\_\_\_, published on \_\_\_\_\_ at \_\_\_\_\_;
- the contractor with whom this contract is concluded has been selected as most advantageous tenderer on the basis of the award decision No \_\_\_\_\_ of \_\_\_\_\_;
- the technical specification, as Annex 1, forms an integral part of this contract;
- the tender submitted by the contractor No \_\_\_\_\_ of \_\_\_\_\_ as Annex 2 shall form an integral part of this contract.

#### Article 2

#### (Subject of the contract)

The subject of the contract is providing consulting services (further: Consulting service) to the Contracting Authority for conducting corruption and integrity risk assessments (CIRA) in selected sectors

and improving conflict of interest managing systems for Regional Dialogue Slovenia and its Branch Office in Uzbekistan, financed by Deutsche Gesellschaft für Internationale Zusammenarbeit GmbH (GIZ) from the funds of German Federal Ministry for Economic Cooperation and Development (BMZ) and The European Commission. The subject is specified in more detail in the technical specifications of the contracting authority and the contractor's tender referred to in Article 1 of this contract.

### Article 3

#### (Contract term, value, validity and termination)

This Consulting service shall commence on \_\_\_\_\_ and shall terminate on 31 August 2026, and can be extended further if both parties agree.

The total estimated contract value is \_\_\_\_\_ EUR including VAT. The prices in EUR, excluding VAT, include all costs related to the performance of the subject-matter of the contract (including tolls, mileage, parking, meetings, etc.) and are fixed for the entire duration of the contract. No other costs will be recognised or paid by the Contracting Authority.

The Contractor undertakes to carry out the works no later than eight (8) days after the conclusion of the Contract, unless otherwise agreed in writing between the Parties.

The engagement depends on acquiring the work permit (accreditation) and multiple entry visa for the Expert for Uzbekistan. If accreditation or visa is denied, this Contract is consensually terminated without any financial or other consequences for the Contracting Authority.

### Article 4

#### (Terms of engagement and fees)

The Contractor's fee for the work defined in this Contract and the expected results amounts to:

| Expert                  | Expert days outside the country of assignment | Fee per Expert day outside the country of assignment | Expert days in the country of assignment (Uzbekistan) | Fee per Expert day in the country of assignment (Uzbekistan); | Expert days in total | Fee total                                      |
|-------------------------|---|--|---|---|----------------------|--|
| <i>Leading Expert</i>   | 150   | Fee without VAT:<br><br>Fee including VAT:           | 50  | Fee without VAT:<br><br>Fee including VAT:                    | 200                  | Total without VAT:<br><br>Total including VAT: |
| <i>Assisting Expert</i> | 100   | Fee without VAT:                                     | 0   | Fee without VAT:<br><br>Fee including VAT:                    | 100                  | Total without VAT:                             |

|  |  |                          |  |  |  |                            |
|--|--|--------------------------|--|--|--|----------------------------|
|  |  | Fee<br>including<br>VAT: |  |  |  | Total<br>including<br>VAT: |
|--|--|--------------------------|--|--|--|----------------------------|

Both parties will agree on a working plan for three months ahead specifying the planned activities, objectives, expected outcome and workload, allowing some flexibility from both parties related to last-minute developments that might importantly contribute to overall program objectives of the Contracting Authority.

While in Uzbekistan the work is carried out at the Regional Dialogue branch office in Uzbekistan, outside business premises in Tashkent and in the regions of Uzbekistan. The work can also be carried out in other venues in Slovenia and/or in other countries, all with prior approval from the Contracting Authority.

The Contractor will agree on the time of the contract period that will be spent on the ground in Uzbekistan with the Contracting Authority beforehand. The travel is planned up to 8 times per engagement for up to 7 days per trip.

## **Article 5**

### **(The method of reporting and payment for the services provided)**

The fee is paid monthly on the basis of an invoice issued by the Contractor during the first five days of the month for the work delivered in the previous month. The Contracting Authority will process the payment no later than 10 working days after receipt of the invoice. Any additional taxes or fees are the responsibility of the Contractor. The Contractor shall be responsible for income tax or any contribution required by the country of residence of the Contractor/Experts.

With each monthly invoice, the Contractor will submit a detailed monthly report of the work achieved in that month, outlining outputs and deliverables.

## **Article 6**

### **(Supervision of the contractor's work)**

The Contracting Authority shall have the right to supervise the Contractor's work under this Contract.

The Contracting Authority may carry out a supervisory inspection to verify any of the Contractor's obligations under this Contract if the Contractor:

- is performing the services under this Contract in accordance with the requirements of this Contract;
- complies with financial regulations in the sense of audit control;
- complies with the regulations applicable to the services which are the subject of this Contract.

The Contractor agrees to cooperate actively and to provide all required documentation and reports in any supervisory or audit procedures of the competent authorities.

## **Article 7**

### **(The obligations of the contractor)**

The Contractor undertakes to perform its tasks in a professional, workmanlike and timely manner and with the care and diligence of a good professional, engaging the experts identified by name in the tender for the project, provided that the experts may not be replaced on the project except with the agreement of the Contracting Authority.

The Contractor is required to provide the following services to Anti-Corruption Agency of Uzbekistan (ACA) and other relevant Uzbek stakeholders (such as Prosecutor General's Office of Uzbekistan and Law Enforcement Academy of Uzbekistan) upon request and prior consultation with the Contracting Authority:

- Corruption and integrity risk assessments (CIRA): The Expert will assist in conducting up to two comprehensive local integrity system's assessments (CIRA) to examine the local government bodies' operations in terms of anti-corruption systems and systems for preventing conflict of interest. They will develop a set of recommendations based on these findings.
- Technical Assistance and Advice: The Expert will provide specialized knowledge to relevant Uzbek stakeholders and assist them in implementing the recommendations set forth in CIRA by elaborating sectoral Integrity Plans.
- Policy Analysis and Evaluation: The Expert will assist in assessing the implications of various legal drafts and policy proposals (sectoral Integrity Plans), assessing their compliance with the recommendations set forth in CIRA and international legal standards.
- Capacity Building: The experts will support the capacity development activities of the ACA and other relevant Uzbek stakeholders' skills and knowledge on conducting CIRA and developing sectoral Integrity Plans through training and workshops.

The Contractor is responsible for achieving the objectives and indicators described in the technical specifications.

## **Article 8**

### **(The obligations of the contracting authority)**

The Contracting Authority will make arrangements for Contractor/Expert's visa and accreditation.

For travel, the Contracting Authority will arrange, purchase and provide the Contractor/Expert with return economy air tickets from his/her place of residence or other location to Tashkent, Uzbekistan and back with international travel insurance (Coris) in line with the agreed travel schedule. The Contracting Authority will also arrange and purchase accommodation in Uzbekistan for the time engaged in the country (Article 4). The Contracting Authority will not be responsible for the coverage of Contractor/Expert's health insurance in his/her country of residence.

Any costs outside of the airline ticket, international travel insurance and accommodation in Uzbekistan are not covered by the Contracting Authority. These include, but are not limited to: ground transportation (taxi, rental car, shuttle service, public transit, mileage), meals (during travel or while in Uzbekistan); baggage fees, seat upgrades, or any extra travel-related costs; personal expenses such as sightseeing or entertainment; travel upgrades or amenities (e.g., premium seating, airport lounges). The Contracting Authority cannot pay per diems to the Experts engaged.

The Contracting Authority is obliged to follow all the rules and regulations as outlined by donors and in The Contracting Authority's grant award contract, as well as the law of the Republic of Uzbekistan and the Republic of Slovenia.

## **Article 9**

### **(Subcontractors)**

*(shall be taken into account in the case where the contractor is subcontracting)*

The Contractor shall carry out the work under this Contract jointly with the following subcontractor(s):

|                        |  |
|------------------------|--|
| Name of subcontractor: |  |
|------------------------|--|

|  |  |
|--|--|
| Registration number:   |  |
| Tax number:  |  |
| The type, quantity and estimated value of the work that the contractor intends to subcontract: |  |
| The subcontractor requests direct payment:   |  |

During the performance of this Contract, the Contractor shall notify the Contracting Authority of any changes to the information referred to in this Article and shall send the Contracting Authority information on new subcontractors no later than five (5) days after the change. In the event of the inclusion of new subcontractors, the Contractor shall, inter alia, submit information and documents to the Contracting Authority together with the notification:

- contact details and legal representatives of the new subcontractors;
- completed forms and declarations in accordance with the tender documentation; and
- the new subcontractor's written request for direct payment, if the new subcontractor so requests.

The contractor shall be fully responsible to the contracting authority for the performance of the services covered by this contract.

The subcontractor may not subcontract the services accepted.

The Contracting Authority reserves the right at any time to inspect, at the place where the services are to be performed, the workers of any of the subcontractors carrying out the work. All workers shall be obliged to give the Contracting Authority truthful information.

/Direct payments to subcontractors under this contract are mandatory. The Contractor authorises the Contracting Authority to pay directly to the subcontractors, on the basis of certified invoices, the work to be carried out by them under this Contract. The Contractor shall be obliged to attach to the invoice the previously certified invoices of the subcontractor(s) who have provided services under the Contract.

/If the subcontractor does not request direct payment, the Contractor shall, upon request, send to the Contracting Authority, no later than the 60th (sixtieth) day after payment of the final invoice, a written declaration by the Contractor and a written declaration by the subcontractor that the subcontractor has received payment for the services performed directly related to the subject-matter of the contract.

## **Article 10**

### **(The manner in which the works will be performed)**

The Parties shall coordinate and coordinate the tasks at regular coordination meetings at the Contracting Authority's premises or by videoconference. The frequency of the meetings will be agreed between the Contracting Authority and the Contractor at the kick-off meeting.

The Contractor shall respond to questions or suggestions from the Contracting Authority within 2 working days.

The Contracting Authority envisages the following way of working on the project:

- Contractor's status reports on the project or progress reports during the course of the project, the format and frequency of which will be proposed by the Contracting Authority and agreed with the Contractor at the kick-off meeting;
- the use of an agreed method for monitoring developments and exchanging information, to be agreed in detail between the Contracting Authority and the Contractor at a meeting prior to the start of the works.

## **Article 11**

### **(Contractual penalty)**

If the Contractor fails to implement the Contracting Authority's request within the time limit agreed in the request, unless objective circumstances make this impossible, the Contractor shall also be liable to pay the Contracting Authority any damages incurred.

Objective circumstances shall be considered to be circumstances arising after the conclusion of the contract which were not known to the Contractor at the time of conclusion of the contract and which the Contractor could not have avoided or averted their consequences.

The Contractor shall not be liable for the timely performance of the services in question if the Contracting Authority fails to fulfil all its obligations. If the Contracting Authority defaults in the performance of its obligations, the time limits for the performance of the services by the Contractor shall be extended by the period of such default.

The contractual penalty or the cover for the replacement service shall be accounted for in subsequent payments to the Contractor or, if this is not possible, a separate invoice shall be drawn up in respect thereof, which shall be payable by the Contractor within eight days of receipt.

The Parties agree that, in the event of delay in performance, the Contractor need not be notified separately of the retention of the right to charge a contractual penalty at the time of acceptance of performance, but that the contractual penalty shall be charged in accordance with the provisions of this Contract in the event of any delay without notice.

## **Article 12**

### **(Copyright)**

Contracting parties agree that the Contractor transfers all material copyrights for works created under this Contract and for the purposes of Regional Dialogue's work from the Contractor/Expert onto Regional Dialogue, unless agreed otherwise (with a written agreement).

## **Article 13**

### **(force majeure)**

Neither party to this Contract shall be liable for any breach of this Contract to the extent that the impossibility of performance of the Contract or of particular provisions thereof is due to unforeseen or unexpected events commonly known as force majeure or to actions of the State or of other competent administrative authorities which are beyond the control of the parties and which could not have been anticipated, prevented or waived by the parties.

The Party affected by any of the events referred to in the preceding paragraph shall promptly notify the other Party in writing of the same, as well as of the estimated extent and duration of the inability to perform its obligations under this Contract.

The Party which has notified the other Party of the occurrence of a force majeure event shall immediately notify the other Party in writing of its termination.

The party affected by any event or action referred to in this Article shall remain liable for the performance of all its other obligations not affected by such event or action.

## **Article 14**

### **(Confidentiality information)**

The Contractor/Expert agrees to treat as confidential the use of any information related to The Contracting Authority's finances, technical processes, and internal documentation received in the duration of this Contract and following its termination.

The Contractor/Expert is obliged not to exploit for his/her own use or pass to a third party any business secrets or personal information, including those related to Regional Dialogue employees, beneficiaries

of Regional Dialogue's projects, individuals or institutions with which he/she becomes acquainted in the duration of this Contract. The Contractor/Expert is obliged to protect all work-related information that is not public knowledge and which, if passed to third parties, would cause damage to the interests of The Contracting Authority and its beneficiaries.

Within the framework of the work with The Contracting Authority, the Contractor/Expert will acquire information and knowledge in the areas of The Contracting Authority's activity, technology, development, organization, and strategic direction. For the duration of this Contract the Contractor/Expert is, without prior written authorization of the Director, prohibited from conducting activities or making deals for his/her personal benefit or the benefit of a third party, if these fall within the activities and working area of Regional Dialogue and could mean competition for Regional Dialogue.

The activities, work or deals which could mean or develop into competition include, but are not limited to: the transfer of information and knowledge gained at Regional Dialogue to competitive third parties; work for a competitor; competition with Regional Dialogue of any kind with knowledge of activities, quality system, technology, and strategic direction; use of business connections obtained through Regional Dialogue.

#### **Article 15**

##### **(Contract administrators)**

The Contract Administrator on the Contracting Authority's side is \_\_\_\_\_, tel. \_\_\_\_\_, e-mail: \_\_\_\_\_.

The contract administrator on the Contractor's side is \_\_\_\_\_, tel. \_\_\_\_\_ e-mail: \_\_\_\_\_.

#### **Article 16**

##### **(The anti-corruption clause)**

The Contract shall be void if any person, in the name or on behalf of the Contractor/Subcontractor, promises, offers or gives any unauthorised advantage to the Contracting Authority or the Contracting Authority's representative in order to

- to obtain business or
- to obtain a contract on more favourable terms or
- to omit to exercise due control over the performance of the contractual obligations or
- for any other act or omission which has the effect of causing damage to the contracting authority or of conferring an undue advantage on a representative of the contracting authority, the contractor/subcontractor or his representative, agent or intermediary.

#### **Article 17**

##### **(The transparency)**

The Contractor shall, at the request of the Contracting Authority, provide the Contracting Authority, within eight days of receipt of the request, with information on:

- its founders, partners, shareholders, limited partners or other owners and the ownership interests of those persons,

- the economic entities which, in accordance with the provisions of the law governing companies, are deemed to be related companies.

## **Article 18**

### **(Withdrawal from a contract)**

The Contracting Authority has the right to withdraw from the Contract at any time by giving 3 months' notice. The cancellation must be in writing.

In the event of material or repeated breaches of the provisions of the contract, either party may withdraw from the contract. In this case, the withdrawal period shall be 30 days. The period shall begin on the day following receipt of the other party's written withdrawal. In the event of the notice period being invoked, the parties shall give prior written notice of the material or repeated breaches, with a reasonable period of time for remedying the deficiencies.

Termination of the Contract shall be without prejudice to claims for damages and contractual penalties, and shall not affect the Contracting Authority's payment obligations under this Contract which have accrued during the term of the Contract.

## **Article 19**

### **(interpretation of contractual clauses)**

The Parties shall apply the Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/07 - Official Consolidated Text, No. 64/16 - Decree of the US and No . 20/18 - OROZ631) to the interpretation of the individual provisions of the Contract and to other relations and issues that are not regulated between the Parties under this Contract.

## **Article 20**

### **(Amendments and additions to the contract)**

Amendments and additions to the Contract shall be valid only if in writing and signed by all the parties to the Contract.

## **Article 21**

### **(Dispute settlement)**

The Parties agree to resolve any disagreements or disputes primarily by mutual agreement, failing which the competent court in Ljubljana shall have jurisdiction.

## **Article 22**

### **(Validity and duration of the contract)**

The Contract shall enter into force on the date on which it is signed by both parties.

The Contract shall remain in force until all contractual obligations have been fulfilled.

**Article 23**  
**(Final provisions)**

The contract is signed electronically.

or

This Contract is drawn up in two identical copies, one of which shall be given to each party.

Date: \_\_\_\_

No.: \_\_\_\_

Contractor:

Date: \_\_\_\_

No.: \_\_\_\_

Contracting Authority:

REGIONALNI DIALOG