

Public Research Agency of the Republic of Slovenia, Tivolska cesta 30, 1000 Ljubljana, tax number: 88431452, subaccount no. 01100-6000009917, represented by the Director, Dr. Franci Demšar (hereinafter: the Agency) and

research institution:

/name of the research institution/, /address of the research institution/, VAT Id. No. _____, reg. no. _____, bank account _____, represented by _____ (hereinafter: the Implementer) hereby conclude

CONTRACT no. _____

on implementation and financing of the *basic/applicative* research project

I. WHEREAS

Article 1

The Contracting Parties agree that the research project with the Agency code _____ entitled _____ (hereinafter: the Project)

has been selected based on:

- the Decision of the Management Board of the Public Research Agency of the Republic of Slovenia, no. _____ on selection of applications for (co)financing of research projects from the call in 2010 (second assessment stage) adopted at the _____ meeting held on _____;
- Rules on (co-)financing basic, applicative and postdoctoral research projects (Official Gazette of the Republic of Slovenia, nos. 73/06, 23/09 and 41/09);
- Rules on the Procedures of the (co)financing and Monitoring of Research Activities Implementation (Official Gazette of the Republic of Slovenia, no. 23/09);
- Decree on criteria and standards for allocating resources for the implementation of the National Research and Development Programme (Official Gazette of the Republic of Slovenia, nos. 74/04, 32/05, 26/06, 80/07, 89/08 and 102/09);
- Instructions on setting the research hour price for 2011;

in the quantity of _____ research hours of the _____ price category for the implementation period of _____.

II. SUBJECT MATTER OF THE CONTRACT

Article 2

This Contract regulates mutual rights, obligations and responsibilities of the Contracting Parties concerning implementation and financing of the project within the period set in Article 1 herein.

A description in greater detail of the purpose and objectives, scope of research, means of the project team and a more detailed contents of the project are presented in the project documentation being a constitutive part hereof and kept by the Agency. The Implementer shall allocate the approved research hours and the actual workload in a manner determined by the Agency.

If co-implementers listed in the Contract participate in the project, they shall have concluded an agreement on work allocation and means, which is a constituent part of the contractual documentation.

III. FINANCIAL FUNDS

Article 3

Funds totalling € _____ shall be paid for project implementation in 2011, as a rule in equal monthly instalments, of which:

- | | |
|--|-----------|
| ▪ wages and salaries and other labour expenses | € _____ |
| ▪ _____ | |
| ▪ employer contributions | _____ EUR |
| ▪ expenses for goods and services | € _____ |
| ▪ depreciation and amortisation | € _____ |
| ▪ _____ | |
| ▪ subsidies to private enterprises | € _____ |

The funds for payment of obligations in accordance herewith have been provided to the Agency with the Agreement on financing of the Work plan and budget of the Agency for 2011. The Contracting Parties agree that they shall conclude an annex hereto and determine anew the amount of funds for financing in 2011 in accordance herewith if the amount of earmarked funds in the Work plan and budget of the Agency, subject to an approval by the Government of the Republic of Slovenia, changes.

Any further financing as well as any other amendments to the contractual provisions arising from objective reasons shall be regulated by annexes hereto.

IV. METHOD OF FINANCING

Article 4

The Agency shall pay obligations specified in the previous article herein to the Implementer and the co-implementers as a rule in equal monthly instalments based on the Implementer's request for payment (with a breakdown for co-implementers) to be made on accounts of eligible parties:

- /name of the research institution/, account no. _____
- /name of the research institution/, account no. _____
- /name of the research institution/, account no. _____

V. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

Article 5

The funds paid in accordance herewith are purpose funds.

The purpose use of funds shall be checked with the implementers (and co-implementers), members of programme groups, with regard to the project documentation and by accounting for permitted deviations of use of approved funds by cost element as set by the Decree on criteria and standards for allocating resources for the implementation of the National Research and Development Programme (Official Gazette of the Republic of Slovenia, nos. 74/04, 32/05, 26/06, 80/07, 98/08 and 102/09), at the programme group level; purpose use of funds shall be checked at the research institution level for implementers not members of programme groups.

The implementers (and co-implementers) shall keep records on the use of project funds by purpose as laid down in the Contract and enable the Agency viewing of the records.

Article 6

The research project manager shall be _____.

The Implementer and the research project manager shall be responsible for implementation of the project specified in Article 1 herein in its entirety, in accordance with the stages and schedule set out in the project documentation and in line with the allocated approved research hours.

The manager shall arrange and coordinate main activities and work allocation in the project team and with other co-implementers, propose and control the use of funds in line with the project documentation, allocation of approved research hours and the actual workload in a manner set by the Agency.

The Implementer and the research project manager guarantee completion of the project work within the deadline set in Article 1 herein.

Article 7

The Implementer and co-implementers shall compile during the project implementation and in line with professional standards and project requirements annual and final reports on research results with an overview of bibliographical and other research results.

The Implementer and co-implementers shall meet all obligations referred to in the previous paragraph hereunder by applying the methodology and respecting the deadlines set by the Agency and enable the Agency viewing of the documentation upon request.

Article 8

The Implementer (and co-implementers) shall state in publications of project results and in all other forms of public appearance that the results have been achieved within the research project, listing the code specified in Article 1 herein, and that the Agency has provided funds for its implementation.

Article 9

If an invention is made in relation to the research topics, the holder of all industrial property rights shall be the Implementer, in accordance with the contract concluded by participants in the research project with that regard.

The Implementer shall provide for protection of the rights related to the invention before the results of research work on the project are published, if they are related to the invention. The Implementer shall register the invention.

VI SUSPENSION AND DISCONTINUATION OF PROJECT FINANCING

Article 10

The Agency shall monitor and control project implementation at all stages.

The contract manager on behalf of the Agency shall be _____.

The Implementer _____ has authorised _____ as the person to monitor and control implementation.

In the case of any change in project implementation, the Implementer shall notify the Agency's contract manager within 15 days on any such change or the funds shall be deemed non-purpose spent.

If the Agency finds that project implementation entails evident irregularities or deviations from the project's programme, deviations concerning purpose use of funds or allocation of approved research hours and actual workload, project financing shall be suspended and a request shall be made from the Implementer to eliminate the established irregularities or deviations within a deadline.

Article 11

If, during project implementation:

- it is found that irregularities in project implementation stemming from deviations from the programme set in the project, and irregularities in allocation of research hours and the actual workload would result in a failure to achieve the purpose and objective of the project or in non-achieving of expected results;
- the research project manager changes or the project team's composition is significantly altered;
- it is found that the Implementer is in material violation of provisions of the project documentation or this Contract or fails to eliminate irregularities for which the project was suspended;

the Agency shall conclude an annex hereto due to changed circumstances or terminate the Contract. If the Contract is terminated, the Agency may require of the Implementer to return all already paid funds inclusive of legal default interest accrued from the date of remittance to the date of repayment.

If it is found during project implementation that the funds related hereto are non-purpose spent, the Agency shall perform a subsequent project evaluation, and if the Agency finds that:

- there is an interest in continuing the project, it may require from the Implementer to repay all non-purpose spent funds in accordance herewith, inclusive of legal default interest, within a deadline set by the Agency;
- there is no interest in continuing the project, it shall discontinue fund remittances, terminate the contract and request repayment of all already paid funds inclusive of legal default interest as well as a compensation for any damage incurred.

If it is found during project implementation that the project would not be successfully completed due to objective circumstances, the project implementation shall be discontinued and the Implementer shall be under no obligation to repay the already remitted funds.

If it is found that the research activity has been completed and the funds were non-purpose spent, the Agency shall require repayment of the non-purpose spent funds, inclusive of legal default interest.

VII OTHER CLAUSES

Article 12

The Contracting Parties declare that no act or omission has been made in relation hereto that would constitute corruption (Article 14 of the Public Sector Integrity Act) and the purpose of which would be to ensure acts contrary to business interests of the Contracting Parties or the applicable regulations.

If it is later found that a Contracting Party has made an act or omission in relation hereto that would constitute corruption and that would or could influence acts of the Contracting Parties, the other Contracting Party may by a notice in writing claim this Contract void and terminate it.

Article 13

Any relations between the Contracting Parties not specifically regulated herein shall be governed by provisions of the regulations listed in Article 1 herein and the rules applying to all users of the budget of the Republic of Slovenia.

Article 14

The Contracting Parties shall attempt to settle any disputes arising herefrom amicably.

If a dispute cannot be resolved amicably, it shall be referred to the court of jurisdiction in Ljubljana.

Article 15

This Contract shall enter into force on the day it is signed by the Contracting Parties and the research project manager.

Article 16

This Contract is made in four (4) copies, of which each Contracting Party shall receive two (2).

For the Implementer:

For the Agency:

director/chancellor

Dr. Franci Demšar
director

Date:

Date:

Research project manager

Date: