



Crna Gora
Ministarstvo ekologije,
prostornog planiranja i urbanizma

Adresa: IV proleterske brigade broj 19
81000 Podgorica, Crna Gora
tel: +382 20 446 200
fax: +382 20 446 215

Црна Гора
АГЕНЦИЈА ЗА СПРЈЕЧАВАЊЕ КОРУПЦИЈЕ
ПОДГОРИЦА

Broj: 0623-322/23-2146

ПРИЈЕМАЊЕ:	БРОЈ	ПРИЛОЖ	ВРИЈЕДНОСТ
	00170/4073		

13. mart 2023. godine

AGENCIJA ZA SPRJEČAVANJE KORUPCIJE

Predmet: Informacija o sklopljenim ugovorima o pružanju konsultatskih usluga za potrebe realizacije projekta

Poštovani,

Koristimo priliku da informišemo da je Ministarstvo ekologije, prostornog planiranja i urbanizma 10. marta 2023. godine sklopilo ugovore o pružanju konsultantskih usluga za potrebe realizacije projekta „Integrisanje biodiverziteta u sektorske politike i prakse i jačanje zaštite kritičnih tačaka biodiverziteta u Crnoj Gori“. Projekat se finansira iz sredstava Globalnog fonda za životnu sredinu (GEF) kroz implementacioni mehanizam UN programa za razvoj (UNDP)

Ukupno su sklopljena četiri ugovora o pružanju konsultantskih usluga i to za pozicije:

1. **Projektnog menadžera**, ugovor broj 0620-053/23-389/16, po finansijskom planu projekta konsultantske usluge plaća Ministarstvo ekologije, prostornog planiranja i urbanizma;
2. **Glavnog tehničkog specijaliste**, ugovor broj 0620-053/23-389/17, po finansijskom planu projekta konsultantske usluge se plaćaju iz sredstava donacije;
3. **Saradnika za nabavku na projektu**, ugovor broj 0620-053/23-389/18, po finansijskom planu projekta konsultantske usluge se plaćaju iz sredstava donacije i
4. **Administrativno/finansijskog asistenta**, ugovor broj 0620-053/23-389/19, po finansijskom planu projekta konsultantske usluge se plaćaju iz sredstava donacije.

U prilogu dostavljamo kopije potpisanih ugovora sa konsultantima.

S poštovanjem,

MINISTARKA

Ana Novaković Đurović





Crna Gora
Ministarstvo ekologije,
prostornog planiranja i urbanizma

Adresa: IV proleterske brigade broj 19
81000 Podgorica, Crna Gora
tel: +382 20 446 200
+382 20 446 215
Ministarstvo ekologije, prostornog planiranja
i urbanizma
Proleterske brigade br. 19, Podgorica

Broj: 0620-053/23-389/16

Datum: 10.08.2023.

**UGOVOR O PRUŽANJU
KONSULTANTSKIH USLUGA**

Za potrebe realizacije projekta
„Integrisanje biodiverziteta u
sektorske politike i prakse i jačanje
zaštite kritičnih tačaka biodiverziteta u
Crnoj Gori“

**CONSULTANCY SERVICES
CONTRACT**

For implementation of project
"Biodiversity Mainstreaming into
Sectoral Policies and Practices and
Strengthened Protection of
Biodiversity Hot - Spots in
Montenegro"

OVAJ UGOVOR („Ugovor“) sklopljen je
marta 2023. godine između Ministarstva
ekologije, prostornog planiranja i
urbanizma („Klijent“) sa sjedištem u
Podgorici, ulica IV Proleterske brigade br.
19, PIB: 02760517, Crna Gora, koje
zastupa ministarka Ana Novaković
Đurović i Marije Tripunović, mastera
ekonomije, finansija i biznisa,
(„Konsultant“), JMBG: [REDACTED]
adresom: [REDACTED]

THIS CONTRACT ("Contract") was
concluded in March, 2023 between the
Ministry of Ecology, Spatial Planning and
Urbanism ("Client") with headquarters in
Podgorica, address IV Proleterske brigade
no. 19, PIB: 02760517, Montenegro,
represented by Minister Ana Novaković
Đurović and Marija Tripunović, Master of
Economy, Finance and Business
("Consultant"), ID: [REDACTED] with
[REDACTED]

S OBZIROM NA TO, da Klijent želi da
Konsultant obavlja usluge navedene u
daljem tekstu, i

WHEREAS, the Client wants the
Consultant to perform the services listed
below, and

S OBZIROM NA TO da je Konsultant
voljan da savjesno obavlja ove usluge,

CONSIDERING THAT the Consultant is
willing to conscientiously perform these
services,

STRANE su saglasne kako slijedi:

THE PARTIES agree as follows:

PREDMET UGOVORA

Član 1

Konsultant izvršava usluge koje se odnose na set aktivnosti za poziciju projektnog menadžera.

Sastavni dio ovog Ugovora je Projektni zadatak (Prilog I) kojim su definisane pojedinačne obaveze Konsultanta.

ROKOVI

Član 2

Konsultant vrši usluge u ukupnom trajanju od 12 mjeseci u periodu od 10. marta 2023. godine do 9. marta 2024. godine, uz mogućnost produženja odgovarajućim aneksom u pisanoj formi.

USLOVI I NAČIN PLAĆANJA

Član 3

Za usluge definisane članom 1 ovog Ugovora i Projektnim zadatkom, Klijent je dužan da uplati Konsultantu neto iznos od 2.100,00 eura mjesečno, a pripadajući porez (246,37 eura) i prirez (36,96 eura) padaju na teret Klijenta.

Konsultant je dužan da Klijentu dostavi izvještaj o realizovanim aktivnostima, za svaki mjesec, a nakon odobrenja istog od strane Direktora projekta, Klijent će Konsultantu isplatiti dogovoreni iznos.

Isplata će se vršiti u skladu sa dinamikom definisanom u članu 4 ovog Ugovora.

Član 4

Isplate će biti vršene u skladu sa Projektnim zadatkom i planom rada na mjesečnom nivou, kroz redovno izvještavanje o rezultatima/ishodima aktivnosti predviđenih Projektnim dokumentom. Izvještaji će se podnositi do 5. u mjesecu za prethodni mjesec.

SUBJECT OF THE AGREEMENT

Article 1

The consultant performs services related to the Project Manager position.

Terms of Reference (attached), defining individual Consultant's obligations, forms an integral part of the Contract.

DEADLINES

Article 2

The consultant provides services for a total duration of 12 months in the period starting from March 10th 2023 to March 9th 2024, with possibility for extension in the form of an appropriate written annex.

TERMS AND METHOD OF PAYMENT

Article 3

For the services defined in Article 1 of this Contract and in the Terms of Reference, the Client is obliged to pay the Consultant the net amount of 2.100,00 EUR per month, whereas taxes (246,37 EUR) and surcharges (36,96 EUR) will be paid by Client.

The Consultant is obliged to provide the Client with a report on the activities carried out, for every month, and after Project director's approval of report, the Client will pay the agreed amount to the Consultant.

The payment will be made in accordance with the dynamics defined in Article 4 of this Contract.

Article 4

Payments will be done in line with Terms of Reference and work plan on monthly bases, through regular reporting with deliverables/outcomes of activities referred to in the Project Document. Reports will be delivered by 5th of a month, for the previous month.

Klijent se obavezuje da će izvršiti uplatu Konsultantu najkasnije u roku od 30 dana od prihvatanja izvještaja na žiro račun: [REDACTED].

The Client will make the payment to the Consultant no later than within 30 days from the acceptance of the report to the [REDACTED].

PROJEKTNA ADMINISTRACIJA

Član 5

Konsultant je dužan da vodi tačnu i sistematičnu evidenciju o sprovedenim aktivnostima, finansijskim i drugim pitanjima u vezi sa projektom, a u skladu sa Projektnim zadatkom.

The Consultant is obliged to keep accurate and systematic records on conducted activities, financial and other matter in accordance with the Terms of Reference.

KOMUNIKACIJA

Član 6

Komunikacija između stranaka odvija se pisanim i usmenim putem, pri čemu stranke prednost daju komunikaciji putem elektronske pošte.

Communication between the parties takes place in writing and orally, with the parties giving priority to communication via mail.

STANDARD RADA

Član 7

Konsultant se obavezuje da će vršiti Usluge po najvišim standardima struke i načelima etike.

The Consultant undertakes to perform the Services according to the highest professional standards and ethical principles.

POVJERLJIVOST

Član 8

Konsultant ne smije, u toku trajanja Ugovora, i dvije godine nakon isteka istog, da otkriva bilo kakve zaštićene ili povjerljive informacije u vezi sa ovim Ugovorom bez pisane saglasnosti Klijenta.

The Consultant may not, during the term of this Contract, and for two years after its termination, disclose any protected or confidential information related to the this Contract without the Client's written consent.

VLASNIŠTVO NAD MATERIJALOM

Član 9

Svaki izvještaj, studija, crtež, softver ili drugi materijal, pripremljen od strane Konsultanta za Klijenta u okviru ovog

Any report, study drawing, software or other material, prepared by the Consultant

PROJECT ADMINISTRATION

Article 5

COMMUNICATION

Article 6

WORK STANDARD

Article 7

CONFIDENTIALITY

Article 8

OWNERSHIP

Article 9

Ugovora, pripadaju i ostaju u vlasništvu Klijenta.

for the Client under this Contract, belong to and remain the property of the Client.

KONFLIKT INTERESA

Član 10

Konsultant mora štiti interese Klijenta na prvom mjestu, ne uzimajući u obzir budući rad, i strogo izbjegavati konflikt sa drugim zadacima ili sa sopstvenim poslovnim interesima.

The Consultant must protect the interests of the Client in the first place, regardless of future work, and strictly avoid conflict with other tasks or with his own business interests.

Isplata Konsultanta na osnovu Ugovora obuhvata samo plaćanja Konsultanta u vezi sa ovim Ugovorom. Konsultant ne smije prihvatiti u svoju korist trgovinsku proviziju, popust ili slična plaćanja u vezi sa aktivnostima iz ovog Ugovora.

The Consultant's payment under the Contract shall include only the Consultant's payments in connection with this Contract. The Consultant may not accept for its own benefit any trade commission, discount or similar payments in connection with the activities under this Contract.

OSIGURANJE

Član 11

Konsultant će biti odgovoran za pokrivanje troškova ličnog osiguranja.

The Consultant will be responsible for covering the cost of personal insurance.

USTUPANJE UGOVORA

Član 12

Konsultant neće ustupiti ovaj Ugovor ili dati u podugovor nijedan njegov dio, bez Klijentove pisane saglasnosti.

The Consultant will not assign this Contract, or subcontract any of its parts, without the Client's written consent.

ZAKONSKA OSNOVA UGOVORA I

JEZIK

Član 13

Ugovor je regulisan zakonima Crne Gore. Ugovor je zaključen na crnogorskom i engleskom jeziku.

U slučaju spora u vezi sa primjenom i tumačenjem ovog Ugovora, važeća je verzija na crnogorskom jeziku.

LEGAL BASIS OF CONTRACT AND

LANGUAGE

Article 13

The Contract is regulated by the laws of Montenegro. The Contract was concluded in Montenegrin and English.

In the event of a dispute regarding the application and interpretation of this Contract, the version in the Montenegrin language is valid.

RJEŠAVANJE SPOROVA

Član 14

Ugovorne strane su saglasne da sve eventualne nesporazume rješavaju dogovorom u duhu zajedničkog razumijevanja i dobrih poslovnih odnosa, saglasno važećim propisima kojima je regulisana predmetna oblast.

Eventualni spor u vezi sa primjenom i tumačenjem ovog Ugovora, koji se ne može sporazumno riješiti, upućuje se na rješavanje nadležnom sudu u Podgorici.

Na sva prava i obaveze ugovornih strana, a koje nisu definisane ovim Ugovorom, primjenjuju se zakonski i podzakonski akti Crne Gore.

RASKID UGOVORA

Član 15

Klijent može raskinuti ovaj Ugovor uz pisano obavještenje Konsultantu, u roku od najmanje 10 radnih dana nakon nastupanja neke od navedenih okolnosti:

(a) ako Konsultant iz neopravdanih razloga ne započne ugovorene poslove u ugovorenom roku ili iz neopravdanih razloga bude u značajnom kašnjenju sa izvršenjem istih;

(b) ako Konsultant ne otkloni propuste u izvršavanju svojih obaveza predviđenih ovim Ugovorom i Projektnim zadatkom u roku od 7 radnih dana od dana obavještenja o propustu ili bilo kojeg drugog perioda koji se naknadno može dogovoriti sa Klijentom u pisanoj formi;

(c) ako je utvrđeno da je Konsultant uključen u koruptivne, prevarne, tajne, prinudne, opstruktivne ili radnje u dosluhu, vezane za izvršavanje ovog Ugovora;

(d) U slučaju obustave finansiranja projekta od strane donatora.

Klijent ili Konsultant mogu raskinuti ugovor jednostranom izjavom ili sporazumnim dogovorom, pisanim putem u roku od 30 dana. U slučaju jednostranog raskida Ugovora otkazni rok je 30 dana od dana

RESOLUTION OF DISPUTES

Article 14

The contracting parties agree to resolve any possible misunderstandings by agreement in the spirit of mutual understanding and good business relations, in accordance with the valid regulations governing the subject area.

Any dispute related to the application and interpretation of this Contract, which cannot be resolved amicably, shall be referred to the competent court in Podgorica for resolution.

All rights and obligations of the contracting parties that are not defined by this Contract are applied by the laws and by-laws of Montenegro.

CONTRACT TERMINATION

Article 15

The Client may terminate this Contract by written notification to the Consultant, within at least 10 working days after the occurrence of one of the following circumstances:

(a) if the Consultant, for unjustified reasons, does not start the contracted work within the agreed term or, for unjustified reasons, is in a significant delay with the execution of the same;

(b) if the Consultant does not remedy the omissions in the performance of his obligations provided for in this Contract and the Terms of Reference within 7 working days from the day of the notification of the omission or any other period that may be agreed with the Client in writing;

(c) if it is determined that the Consultant is involved in corruption or fraud, collusive, secret, coercive, or obstructive actions related to the execution of this Contract;

(d) in case of suspension of project financing by the donor.

The Client or the Consultant may terminate the Contract by unilateral declaration or mutual agreement, in writing within 30 days. In the case of unilateral

prijema obavještenja o raskidu Ugovora, u kom su obje ugovorne strane dužne da izvršavaju svoje ugovorene obaveze do isteka otkaznog roka. U obavještenju mora biti naznačeno po kom osnovu se Ugovor raskida.

Ako ugovorne strane sporazumno raskinu Ugovor, sporazumom o raskidu utvrđuju se međusobna prava i obaveze koje proističu iz raskida Ugovora.

PRIMJERC I UGOVORA
Član 16

Ugovor je sastavljen u 4 istovjetna primjerka na crnogorskom i engleskom jeziku, od kojih Konsultant zadržava jedan primjerak na crnogorskom i engleskom jeziku, a Klijent tri primjerka na crnogorskom i engleskom jeziku.

U Podgorici, 10. marta 2023. godine

KONSULTANT/CONSULTANT


Marija Tripunović

termination of the Contract, the notice period is 30 days from the date of receipt of the notice of termination of the Contract, in which both contracting parties are obliged to perform their contractual obligations until the expiration of the notice period. The notice must indicate the basis on which the Contract is terminated.

If the contracting parties terminate the Contract by mutual agreement, the mutual rights and obligations resulting from the termination shall be determined by the contract termination agreement.

CONTRACT'S SAMPLES
Article 16

The Contract is drawn up in 4 identical copies in Montenegrin and English language, of which the Consultant keeps one copy in Montenegrin and English language, and the Client keeps three copies in Montenegrin and English language.

Podgorica: March 10th, 2023

KLIJENT/CLIENT

Ministarstvo ekologije, prostornog planiranja i urbanizma/Ministry of Ecology, Spatial Planning and Urbanism



MINISTARKA/MINISTER


Ana Novaković Đurović





Crna Gora
Ministarstvo ekologije,
prostornog planiranja i urbanizma

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MINISTARSTVO EKOLOGIJE, PROSTORNOG PLANIRANJA
I URBANIZMA
IV proleterske brigade br. 19, Podgorica

Broj: 0620-053/23-389/A7

Datum: 10.03.2023.

**UGOVOR O PRUŽANJU
KONSULTANTSKIH USLUGA**

Za potrebe realizacije projekta
„Integrisanje biodiverziteta u
sektorske politike i prakse i jačanje
zaštite kritičnih tačaka biodiverziteta u
Crnoj Gori“

**CONSULTANCY SERVICES
CONTRACT**

For implementation of project
"Biodiversity Mainstreaming into
Sectoral Policies and Practices and
Strengthened Protection of
Biodiversity Hot – Spots in
Montenegro"

OVAJ UGOVOR („Ugovor“) sklopljen je
marta 2023. godine između Ministarstva
ekologije, prostornog planiranja i
urbanizma („Klijent“) sa sjedištem u
Podgorici, ul. IV Proleterske brigade br.
19, PIB: 02760517, Crna Gora, koje
zastupa ministarka Ana Novaković
Đurović i Marije Vugdelić, doktora nauka
u oblasti ekologije („Konsultant“), JMBG:
[REDACTED] sa adresom: [REDACTED]

THIS CONTRACT ("Contract") was
concluded in March, 2023 between the
Ministry of Ecology, Spatial Planning and
Urbanism ("Client") with headquarters in
Podgorica, address IV Proleterske brigade
no. 19, PIB: 02760517, Montenegro,
represented by Minister Ana Novaković
Đurović and Marija Vugdelić, PhD in
Ecology ("Consultant"), ID:
[REDACTED] with address: [REDACTED]

S OBZIROM NA TO da Klijent želi da
Konsultant obavlja usluge navedene u
daljem tekstu, i

WHEREAS, the Client wants the
Consultant to perform the services listed
below, and

S OBZIROM NA TO da je Konsultant
voljan da savjesno obavlja ove usluge,

CONSIDERING THAT the Consultant is
willing to conscientiously perform these
services,

STRANE su saglasne kako slijedi:

THE PARTIES agree as follows:

PREDMET UGOVORA

Član 1

Konsultant izvršava usluge koje se odnose na set aktivnosti za poziciju glavnog tehničkog specijaliste.

Sastavni dio ovog Ugovora je Projektni zadatak (Prilog I) kojim su definisane pojedinačne obaveze Konsultanta.

ROKOVI

Član 2

Konsultant vrši usluge u ukupnom trajanju od 12 mjeseci u periodu od 10. marta 2023. godine do 9. marta 2024. godine, uz mogućnost produženja odgovarajućim aneksom u pisanoj formi.

USLOVI I NAČIN PLAĆANJA

Član 3

Za usluge definisane članom 1 ovog Ugovora i Projektnim zadatkom, Klijent je dužan da uplati Konsultantu neto iznos od 1.472,26 eura mjesečno iz sredstava donacije, a pripadajući porez (172,72 eura) i prirez (25,90 eura) padaju na teret Klijenta.

Konsultant je dužan da Projektnom menadžeru dostavi izvještaj o realizovanim aktivnostima, za svaki mjesec. Izvještaj odobrava Projektni menadžer, uz saglasnost Direktora projekta (ili, u slučaju nesporazuma, Upravni odbor projekta), nakon čega će Klijent Konsultantu isplatiti dogovoreni iznos.

Iznos iz stava 1 je određen finansijskim planom projekta i Projektnim zadatkom.

Isplata će se vršiti u skladu sa dinamikom definisanom u članu 4 ovog Ugovora.

Član 4

Isplate će biti vršene u skladu sa Projektnim zadatkom i planom rada na mjesečnom nivou, kroz redovno

SUBJECT OF THE AGREEMENT

Article 1

The consultant performs services related to the Chief Technical Specialist position.

Terms of Reference (attached), defining individual Consultant's obligations, forms an integral part of the Contract.

DEADLINES

Article 2

The consultant provides services for a total duration of 12 months in the period starting from March 10th 2023 to March 9th 2024, with possibility for extension in the form of appropriate written annex.

TERMS AND METHOD OF PAYMENT

Article 3

For the services defined in Article 1 of this Contract and in the Terms of Reference, the Client is obliged to pay the Consultant the net amount of 1.472,26 EUR per month from the donation funds, whereas taxes (172,72 EUR) and surcharges (25,90 EUR) will be paid by Client.

The Consultant is obliged to provide the Project Manager with a report on the activities carried out, for every month. The report is approved by the Project Manager, provided the Project Director's consent (or, in case of a disagreement, Project Management Board), after which the Client will pay the agreed amount to the Consultant.

The amount from paragraph 1 is determined by the financial plan of the project and the Terms of Reference.

The payment will be made in accordance with the dynamics defined in Article 4 of this Contract.

Article 4

Payments will be done in line with Terms of Reference and work plan on monthly bases, through regular reporting with

izveštavanje o rezultatima/ishodima aktivnosti predviđenih Projektnim dokumentom. Izveštaji će se podnositi do 5. u mjesecu za prethodni mjesec.

Klijent se obavezuje da će izvršiti uplatu Konsultantu najkasnije u roku od 30 dana od prihvatanja izvještaja na žiro račun:

deliverables/outcomes of activities referred to in the Project Document. Reports will be delivered by 5th of a month, for the previous month.

The Client will make the payment to the Consultant no later than within 30 days from the acceptance of the report to the

PROJEKтна ADMINISTRACIJA

Član 5

Konsultant je dužan da vodi tačnu i sistematičnu evidenciju o sprovedenim aktivnostima, finansijskim i drugim pitanjima u vezi sa projektom, a u skladu sa Projektnim zadatkom.

KOMUNIKACIJA

Član 6

Komunikacija između stranaka odvija se pisanim i usmenim putem, pri čemu stranke prednost daju komunikaciji putem elektronske pošte.

STANDARD RADA

Član 7

Konsultant se obavezuje da će vršiti Usluge po najvišim standardima struke i načelima etike.

POVJERLJIVOST

Član 8

Konsultant ne smije, u toku trajanja Ugovora, i dvije godine nakon isteka istog, da otkriva bilo kakve zaštićene ili povjerljive informacije u vezi sa ovim Ugovorom bez pisane saglasnosti Klijenta.

PROJECT ADMINISTRATION

Article 5

The Consultant is obliged to keep accurate and systematic records on conducted activities, financial and other matter in accordance with the Terms of Reference.

COMMUNICATION

Article 6

Communication between the parties takes place in writing and orally, with the parties giving priority to communication via mail.

WORK STANDARD

Article 7

The Consultant undertakes to perform the Services according to the highest professional standards and ethical principles.

CONFIDENTIALITY

Article 8

The Consultant may not, during the term of this Contract, and for two years after its termination, disclose any protected or confidential information related to this Contract without the Client's written consent.

VLASNIŠTVO NAD MATERIJALOM

Član 9

Svaki izvještaj, studija, crtež, softver ili drugi materijal, pripremljen od strane Konsultanta za Klijenta u okviru ovog Ugovora, pripadaju i ostaju u vlasništvu Klijenta.

KONFLIKT INTERESA

Član 10

Konsultant mora štiti interese Klijenta na prvom mjestu, ne uzimajući u obzir budući rad, i strogo izbjegavati konflikt sa drugim zadacima ili sa sopstvenim poslovnim interesima.

Isplata Konsultanta na osnovu Ugovora obuhvata samo plaćanja Konsultanta u vezi sa ovim Ugovorom. Konsultant ne smije prihvatiti u svoju korist trgovinsku proviziju, popust ili slična plaćanja u vezi sa aktivnostima iz ovog Ugovora.

OSIGURANJE

Član 11

Konsultant će biti odgovoran za pokrivanje troškova ličnog osiguranja.

USTUPANJE UGOVORA

Član 12

Konsultant neće ustupiti ovaj Ugovor, ili dati u podugovor nijedan njegov dio, bez Klijentove pisane saglasnosti.

ZAKONSKA OSNOVA UGOVORA I

JEZIK

Član 13

Ugovor je regulisan zakonima Crne Gore. Ugovor je zaključen na crnogorskom i engleskom jeziku.

OWNERSHIP

Article 9

Any report, study, drawing, software or other material prepared by the Consultant for the Client under this Contract, belong to and remain the property of the Client.

CONFLICT OF INTEREST

Article 10

The Consultant must protect the interests of the Client in the first place, regardless of future work, and strictly avoid conflict with other tasks or with his own business interests.

The Consultant's payment under the Contract shall include only the Consultant's payments in connection with this Contract. The Consultant may not accept for its own benefit any trade commission, discount or similar payments in connection with the activities under this Contract.

INSURANCE

Article 11

The Consultant will be responsible for covering the cost of personal insurance.

ASSIGNMENT OF CONTRACT

Article 12

The Consultant will not assign this Contract, or subcontract any of its parts, without the Client's written consent.

LEGAL BASIS OF CONTRACT AND

LANGUAGE

Article 13

The Contract is regulated by the laws of Montenegro. The Contract was concluded in Montenegrin and English.

In the event of a dispute regarding the application and interpretation of this

U slučaju spora u vezi sa primjenom i tumačenjem ovog Ugovora, važeća je verzija na crnogorskom jeziku.

Contract, the version in the Montenegrin language is valid.

RJEŠAVANJE SPOROVA

Član 14

Ugovorne strane su saglasne da sve eventualne nesporazume rješavaju dogovorom u duhu zajedničkog razumijevanja i dobrih poslovnih odnosa, saglasno važećim propisima kojima je regulisana predmetna oblast.

Eventualni spor u vezi sa primjenom i tumačenjem ovog Ugovora, koji se ne može sporazumno riješiti, upućuje se na rješavanje nadležnom sudu u Podgorici.

Na sva prava i obaveze ugovornih strana, a koje nisu definisane ovim Ugovorom, primjenjuju se zakonski i podzakonski akti Crne Gore.

RASKID UGOVORA

Član 15

Klijent može raskinuti ovaj Ugovor uz pisano obavještenje Konsultantu, u roku od najmanje 10 radnih dana nakon nastupanja neke od navedenih okolnosti:

(a) ako Konsultant iz neopravdanih razloga ne započne ugovorene poslove u ugovorenom roku ili iz neopravdanih razloga bude u značajnom kašnjenju sa izvršenjem istih;

(b) ako Konsultant ne otkloni propuste u izvršavanju svojih obaveza predviđenih ovim Ugovorom i Projektnim zadatkom u roku od 7 radnih dana od dana obavještenja o propustu ili bilo kojeg drugog perioda koji se naknadno može dogovoriti sa Klijentom u pisanoj formi;

(c) ako je utvrđeno da je Konsultant uključen u koruptivne, prevare, tajne, prinudne, opstruktivne ili radnje u dosluhu, vezane za izvršavanje ovog Ugovora;

(d) U slučaju obustave finansiranja projekta od strane donatora.

RESOLUTION OF DISPUTES

Article 14

The contracting parties agree to resolve any possible misunderstandings by agreement in the spirit of mutual understanding and good business relations, in accordance with the valid regulations governing the subject area.

Any dispute related to the application and interpretation of this Contract, which cannot be resolved amicably, shall be referred to the competent court in Podgorica for resolution.

All rights and obligations of the contracting parties that are not defined by this Contract are applied by the laws and by-laws of Montenegro.

CONTRACT TERMINATION

Article 15

The Client may terminate this Contract by written notification to the Consultant, within at least 10 working days after the occurrence of one of the following circumstances:

(a) if the Consultant, for unjustified reasons, does not start the contracted work within the agreed term or, for unjustified reasons, is in a significant delay with the execution of the same;

(b) if the Consultant does not remedy the omissions in the performance of his obligations provided for in this Contract and the Terms of Reference within 7 working days from the day of the notification of the omission or any other period that may subsequently be agreed with the Client in writing;

(c) if it is determined that the Consultant is involved in corruption or fraud, collusive, secret, coercive or obstructive actions related to the execution of this Contract;

(d) In case of suspension of project financing by the donor.

Klijent ili Konsultant mogu raskinuti ugovor jednostranom izjavom ili sporazumnim dogovorom, pisanim putem u roku od 30 dana. U slučaju jednostranog raskida Ugovora otkazni rok je 30 dana od dana prijema obavještenja o raskidu Ugovora, u kom su obje ugovorne strane dužne da izvršavaju svoje ugovorene obaveze do isteka otkaznog roka. U obavještenju mora biti naznačeno po kom osnovu se Ugovor raskida.

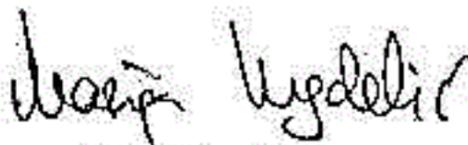
Ako ugovorne strane sporazumno raskinu Ugovor, sporazumom o raskidu utvrđuju se međusobna prava i obaveze koje proističu iz raskida Ugovora.

PRIMJERC I UGOVORA Član 16

Ugovor je sastavljen u 4 istovjetna primjerka na crnogorskom i engleskom jeziku, od kojih Konsultant zadržava jedan primjerak na crnogorskom i engleskom jeziku, a Klijent tri primjerka na crnogorskom i engleskom jeziku.

U Podgorici, 10. marta 2023. godine

KONSULTANT/CONSULTANT


Marija Vugdelić

The Client or the Consultant may terminate the Contract by unilateral declaration or mutual agreement, in writing within 30 days. In the case of unilateral termination of the Contract, the notice period is 30 days from the date of receipt of the notice of termination of the Contract, in which both contracting parties are obliged to perform their contractual obligations until the expiration of the notice period. The notice must indicate the basis on which the Contract is terminated.

If the contracting parties terminate the Contract by mutual agreement, the mutual rights and obligations resulting from the termination shall be determined by the contract termination agreement.

CONTRACT'S SAMPLES

Article 16

The Contract is drawn up in 4 identical copies in Montenegrin and English language, of which the Consultant keeps one copy in Montenegrin and English language, and the Client keeps three copies in Montenegrin and English language.

In Podgorica: March 10th, 2023

KLIJENT/CLIENT

Ministarstvo ekologije, prostornog planiranja i urbanizma/Ministry of Ecology, Spatial Planning and Urbanism



MINISTARKA/MINISTER

Ana Novaković Đurović







Crna Gora
Ministarstvo ekologije,
prostornog planiranja i urbanizma

Adresa: IV proleterske brigade broj 19
81000 Podgorica, Crna Gora
tel: +382 20 446 200
fax: +382 20 446 215
MINISTARSTVO EKOLOGIJE, PROSTORNOG PLANIRANJA
I URBANIZMA
IV proleterske brigade br. 19, Podgorica

Broj: 0620-053/23-385/18

Datum: 12.03.2023.

**UGOVOR O PRUŽANJU
KONSULTANTSKIH USLUGA**

Za potrebe realizacije projekta
„Integrisanje biodiverziteta u
sektorske politike i prakse i jačanje
zaštite kritičnih tačaka biodiverziteta u
Crnoj Gori“

**CONSULTANCY SERVICES
CONTRACT**

For implementation of project
"Biodiversity Mainstreaming into
Sectoral Policies and Practices and
Strengthened Protection of
Biodiversity Hot - Spots in
Montenegro"

OVAJ UGOVOR („Ugovor“) sklopljen je
marta 2023. godine između Ministarstva
ekologije, prostornog planiranja i
urbanizma („Klijent“) sa sjedištem u
Podgorici, ul. IV Proleterske brigade br.
19, PIB: 02760517, Crna Gora, koje
zastupa ministarka Ana Novaković
Đurović i Nebojša Banićevića, bačelora
međunarodne ekonomije, finansija i
biznisa („Konsultant“). MBG: [REDACTED]

THIS CONTRACT („CONTRACT“) was
concluded in March, 2023 between the
Ministry of Ecology, Spatial Planning and
Urbanism („Client“) with headquarters in
Podgorica, address, IV Proleterske brigade
no. 19, PIB: 02760517, Montenegro,
represented by Minister Ana Novaković
Đurović and Nebojša Banićević, Bachelor
of International Economics, Finance and
Business („Consultant“). MBG: [REDACTED]

S OBZIROM NA TO da Klijent želi da
Konsultant obavlja usluge navedene u
daljem tekstu, i

WHEREAS, the Client wants the
Consultant to perform the services listed
below, and

S OBZIROM NA TO da je Konsultant
voljan da savjesno obavlja ove usluge,

CONSIDERING THAT the Consultant is
willing to conscientiously perform these
services,

STRANE su saglasne kako slijedi:

THE PARTIES agree as follows:

PREDMET UGOVORA

Član 1

Konsultant izvršava usluge koje se odnose na set aktivnosti za poziciju saradnika za nabavku na projektu.

Sastavni dio ovog Ugovora je Projektni zadatak (Prilog I) kojim su definisane pojedinačne obaveze Konsultanta.

ROKOVI

Član 2

Konsultant vrši usluge u ukupnom trajanju od 12 mjeseci u periodu od 10. marta 2023. godine do 9. marta 2024. godine, uz mogućnost produženja odgovarajućim aneksom u pisanoj formi.

USLOVI I NAČIN PLAĆANJA

Član 3

Za usluge definisane članom 1 ovog Ugovora i Projektnim zadatkom, Klijent je dužan da uplati Konsultantu neto iznos od 1.212,73 eura mjesečno iz sredstava donacije, a pripadajući porez (142,28 eura) i prirez (21,35 eura) padaju na teret Klijenta.

Konsultant je dužan da Projektnom menadžeru dostavi izvještaj o realizovanim aktivnostima, za svaki mjesec. Izvještaj odobrava Projektni menadžer uz saglasnost Direktora projekta (ili, u slučaju, nesporazuma Upravni odbor projekta), nakon čega će Klijent Konsultantu isplatiti dogovoreni iznos.

Iznos iz stava 1 je određen finansijskim planom projekta i Projektnim zadatkom.

Isplata će se vršiti u skladu sa dinamikom definisanom u članu 4 ovog Ugovora.

Član 4

Isplate će biti vršene u skladu sa Projektnim zadatkom i planom rada na

SUBJECT OF THE AGREEMENT

Article 1

The consultant performs services related to the Project Procurement Associate position.

Terms of Reference (attached), defining individual Consultant's obligations, forms an integral part of the Contract.

DEADLINES

Article 2

The consultant provides services for a total duration of 12 months in the period starting from March 10th 2023 to March 9th 2024, with possibility for extension in the form of an appropriate written annex.

TERMS AND METHOD OF PAYMENT

Article 3

For the services defined in Article 1 of this Contract and in the Terms of Reference, the Client is obliged to pay the Consultant the net amount of 1.212,73 EUR per month from the donation funds, whereas taxes (142,28 EUR) and surcharges (21,35 EUR) will be paid by Client.

The Consultant is obliged to provide the Project Manager with a report on the activities carried out, for every month. The report is approved by the Project Manager, provided Director's Project consent (or in case, of disagreement, the Project management board), after which the Client will pay the agreed amount to the Consultant.

The amount from paragraph 1 is determined by the financial plan of the project and the Terms of Reference.

The payment will be made in accordance with the dynamics defined in Article 4 of this Contract.

Article 4

Payments will be done in line with Terms of Reference and work plan on monthly

mjesečnom nivou, kroz redovno izvještavanje o rezultatima/ishodima aktivnosti predviđenih Projektnim dokumentom. Izvještaji će se podnositi do 5. u mjesecu za prethodni mjesec.

Klijent se obavezuje da će izvršiti uplatu Konsultantu najkasnije u roku od 30 dana od prihvatanja izvještaja na firm račun

bases, through regular reporting with deliverables/outcomes of activities referred to in the Project Document. Reports will be delivered by 5th of a month, for the previous month.

The Client will make the payment to the Consultant no later than within 30 days from the acceptance of the report to the

PROJEKTNJA ADMINISTRACIJA

Član 5

Konsultant je dužan da vodi tačnu i sistematičnu evidenciju o sprovedenim aktivnostima, finansijskim i drugim pitanjima u vezi sa projektom, a u skladu sa Projektnim zadatkom.

KOMUNIKACIJA

Član 6

Komunikacija između stranaka odvija se pisanim i usmenim putem, pri čemu stranke prednost daju komunikaciji putem elektronske pošte.

STANDARD RADA

Član 7

Konsultant se obavezuje da će vršiti Usluge po najvišim standardima struke i načelima etike.

POVJERLJIVOST

Član 8

Konsultant ne smije, u toku trajanja Ugovora, i dvije godine nakon isteka istog, da otkriva bilo kakve zaštićene ili povjerljive informacije u vezi sa ovim Ugovorom bez pisane saglasnosti Klijenta.

PROJECT ADMINISTRATION

Article 5

The Consultant is obliged to keep accurate and systematic records on conducted activities, financial and other matter in accordance with the Terms of Reference.

COMMUNICATION

Article 6

Communication between the parties takes place in writing and orally, with the parties giving priority to communication via mail.

WORK STANDARD

Article 7

The Consultant undertakes to perform the Services according to the highest professional standards and ethical principles.

CONFIDENTIALITY

Article 8

The Consultant may not, during the term of this Contract, and for two years after its termination, disclose any protected or confidential information related to this Contract without the Client's written consent.

VLASNIŠTVO NAD MATERIJALOM

Član 9

Svaki izvještaj, studija, crtež, softver ili drugi materijal, pripremljen od strane Konsultanta za Klijenta u okviru ovog Ugovora, pripadaju i ostaju u vlasništvu Klijenta.

KONFLIKT INTERESA

Član 10

Konsultant mora štiti interese Klijenta na prvom mjestu, ne uzimajući u obzir budući rad, i strogo izbjegavati konflikt sa drugim zadacima ili sa sopstvenim poslovnim interesima.

Isplata Konsultanta na osnovu Ugovora obuhvata samo plaćanja Konsultanta u vezi sa ovim Ugovorom. Konsultant ne smije prihvatiti u svoju korist trgovinsku proviziju, popust ili slična plaćanja u vezi sa aktivnostima iz ovog Ugovora.

OSIGURANJE

Član 11

Konsultant će biti odgovoran za pokrivanje troškova ličnog osiguranja.

USTUPANJE UGOVORA

Član 12

Konsultant neće ustupiti ovaj Ugovor, ili dati u podugovor nijedan njegov dio, bez Klijentove pisane saglasnosti.

ZAKONSKA OSNOVA UGOVORA I

JEZIK

Član 13

OWNERSHIP

Article 9

Any report, study, drawing, software or other material prepared by the Consultant for the Client under this Contract, belong to and remain the property of the Client.

CONFLICT OF INTEREST

Article 10

The Consultant must protect the interests of the Client in the first place, regardless of future work, and strictly avoid conflict with other tasks or with his own business interests.

The Consultant's payment under the Contract shall include only the Consultant's payments in connection with this Contract. The Consultant may not accept for its own benefit any trade commission, discount or similar payments in connection with the activities under this Contract.

INSURANCE

Article 11

The Consultant will be responsible for covering the cost of personal insurance.

ASSIGNMENT OF CONTRACT

Article 12

The Consultant will not assign this Contract, or subcontract any of its parts, without the Client's written consent.

LEGAL BASIS OF CONTRACT AND

LANGUAGE

Article 13

Ugovor je regulisan zakonima Crne Gore. Ugovor je zaključen na crnogorskom i engleskom jeziku.

U slučaju spora u vezi sa primjenom i tumačenjem ovog Ugovora, važeća je verzija na crnogorskom jeziku.

RJEŠAVANJE SPOROVA

Član 14

Ugovorne strane su saglasne da sve eventualne nesporazume rješavaju dogovorom u duhu zajedničkog razumijevanja i dobrih poslovnih odnosa, saglasno važećim propisima kojima je regulisana predmetna oblast.

Eventualni spor u vezi sa primjenom i tumačenjem ovog Ugovora, koji se ne može sporazumno riješiti, upućuje se na rješavanje nadležnom sudu u Podgorici.

Na sva prava i obaveze ugovornih strana, a koje nisu definisane ovim Ugovorom, primjenjuju se zakonski i podzakonski akti Crne Gore.

RASKID UGOVORA

Član 15

Klijent može raskinuti ovaj Ugovor uz pisano obavještenje Konsultantu, u roku od najmanje 10 radnih dana nakon nastupanja neke od navedenih okolnosti:

(a) ako Konsultant iz neopravdanih razloga ne započne ugovorene poslove u ugovorenom roku ili iz neopravdanih razloga bude u značajnom kašnjenju sa izvršenjem istih;

(b) ako Konsultant ne otkloni propuste u izvršavanju svojih obaveza predviđenih ovim Ugovorom i Projektnim zadatkom u roku od 7 radnih dana od dana obavještenja o propustu ili bilo kojeg drugog perioda koji se naknadno može dogovoriti sa Klijentom u pisanoj formi.

The Contract is regulated by the laws of Montenegro. The Contract was concluded in Montenegrin and English.

In the event of a dispute regarding the application and interpretation of this Contract, the version in the Montenegrin language is valid.

RESOLUTION OF DISPUTES

Article 14

The contracting parties agree to resolve any possible misunderstandings by agreement in the spirit of mutual understanding and good business relations, in accordance with the valid regulations governing the subject area.

Any dispute related to the application and interpretation of this Contract, which cannot be resolved amicably, shall be referred to the competent court in Podgorica for resolution.

All rights and obligations of the contracting parties that are not defined by this Contract are applied by the laws and by-laws of Montenegro.

CONTRACT TERMINATION

Article 15

The Client may terminate this Contract by written notification to the Consultant, within at least 10 working days after the occurrence of one of the following circumstances:

(a) if the Consultant, for unjustified reasons, does not start the contracted work within the agreed term or, for unjustified reasons, is in a significant delay with the execution of the same;

(b) if the Consultant does not remedy the omissions in the performance of his obligations provided for in this Contract and the Terms of Reference within 7 working days from the day of the notification of the omission or any other period that may subsequently be agreed with the Client in writing.

(c) ako je utvrđeno da je Konsultant uključen u koruptivne, prevarne, tajne, prinudne, opstruktivne ili radnje u dosluhu, vezane za izvršavanje ovog Ugovora;
(d) U slučaju obustave finansiranja projekta od strane donatora.

Klijent ili Konsultant mogu raskinuti ugovor jednostranom izjavom ili sporazumnim dogovorom, pisanim putem u roku od 30 dana. U slučaju jednostranog raskida Ugovora otkazni rok je 30 dana od dana prijema obavještenja o raskidu Ugovora, u kom su obje ugovorne strane dužne da izvršavaju svoje ugovorene obaveze do isteka otkaznog roka. U obavještenju mora biti naznačeno po kom osnovu se Ugovor raskida.

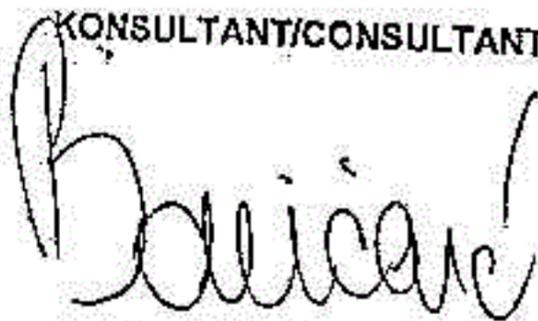
Ako ugovorne strane sporazumno raskinu Ugovor, sporazumom o raskidu utvrđuju se međusobna prava i obaveze koje proističu iz raskida Ugovora.

PRIMJERCJ UGOVORA Član 16

Ugovor je sastavljen u 4 istovjetna primjerka na crnogorskom i engleskom jeziku, od kojih Konsultant zadržava jedan primjerak na crnogorskom i engleskom jeziku, a Klijent tri primjerka na crnogorskom i engleskom jeziku.

U Podgorici, 10. marta 2023. godine

KONSULTANT/CONSULTANT



Nebojša Banićević

(c) if it is determined that the Consultant is involved in corruption or fraud, collusive, secret, coercive or obstructive actions related to the execution of this Contract;
(d) In case of suspension of project financing by the donor.

The Client or the Consultant may terminate the Contract by unilateral declaration or mutual agreement in writing within 30 days. In the case of unilateral termination of the Contract, the notice period is 30 days from the date of receipt of the notice of termination of the Contract, in which both contracting parties are obliged to perform their contractual obligations until the expiration of the notice period. The notice must indicate the basis on which the Contract is terminated. If the contracting parties terminate the Contract by mutual agreement, the mutual rights and obligations resulting from the termination shall be determined by the contract termination agreement.

CONTRACT'S SAMPLES Article 16

The Contract is drawn up in 4 identical copies in Montenegrin and English language, of which the Consultant keeps one copy in Montenegrin and English language, and the Client keeps three copies in Montenegrin and English language.

In Podgorica: March 10th, 2023

KLIJENT/CLIENT

Ministarstvo ekologije, prostornog planiranja i urbanizma/Ministry of Ecology, Spatial Planning and Urbanism



MINISTARKA/MINISTER

Ana Novaković Đurović





Crna Gora
Ministarstvo ekologije,
prostornog planiranja i urbanizma

Adresa: IV proletarske brigade broj 19
81000 Podgorica, Crna Gora
tel: +382 20 446 200
fax: +382 20 446 215



Crna Gora
MINISTARSTVO EKOLOGIJE, PROSTORNOG PLANIRANJA
I URBANIZMA
IV proletarske brigade br. 19, Podgorica

Broj: 0620-053/23-383/18

Datum: 10.03.2023.

**UGOVOR O PRUŽANJU
KONSULTANTSKIH USLUGA**

Za potrebe realizacije projekta
„Integrisanje biodiverziteta u
sektorske politike i prakse i jačanje
zaštite kritičnih tačaka biodiverziteta u
Crnoj Gori“

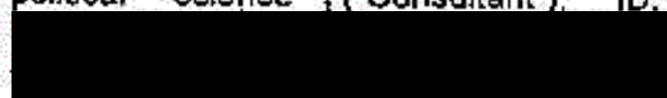
**CONSULTANCY SERVICES
CONTRACT**

For implementation of project
"Biodiversity Mainstreaming Into
Sectoral Policies and Practices and
Strengthened Protection of
Biodiversity Hot – Spots in
Montenegro"

OVAJ UGOVOR („Ugovor“) sklopljen je
marta 2023. godine između Ministarstva
ekologije, prostornog planiranja i
urbanizma ("Klijent") sa sjedištem u
Podgorici, ul. IV Proletarske brigade br.
19, PIB: 02760517, Crna Gora, koje
zastupa ministarka Ana Novaković
Đurović i Miloša Mugoše, diplomirani
politikolog ("Konsultant"), JMBG:



THIS CONTRACT ("Contract") was
concluded in March, 2023 between the
Ministry of Ecology, Spatial Planning and
Urbanism ("Client"), with headquarters in
Podgorica, address IV Proletarske brigade
no. 19, PIB: 02760517, Montenegro,
represented by Minister Ana Novaković
Đurović and Miloš Mugoša, Spec.Sci of
political science ("Consultant"), ID:



S OBZIROM NA TO da Klijent želi da
Konsultant obavlja usluge navedene u
daljem tekstu, i

S OBZIROM NA TO da je Konsultant
voljan da savjesno obavlja ove usluge,

STRANE su saglasne kako slijedi:

WHEREAS, the Client wants the
Consultant to perform the services listed
below, and

CONSIDERING THAT the Consultant is
willing to conscientiously perform these
services,

THE PARTIES agree as follows:

PREDMET UGOVORA

Član 1

Konsultant izvršava usluge koje se odnose na set aktivnosti za poziciju administrativno/finansijskog asistenta. Sastavni dio ovog Ugovora je Projektni zadatak (Prilog I) kojim su definisane pojedinačne obaveze Konsultanta.

ROKOVI

Član 2

Konsultant vrši usluge u ukupnom trajanju od 12 mjeseci u periodu od 10. marta 2023. godine do 9. marta 2024. godine, uz mogućnost produženja odgovarajućim aneksom, u pisanoj formi.

USLOVI I NAČIN PLAĆANJA

Član 3

Za usluge definisane članom 1 ovog Ugovora i Projektnim zadatkom, Klijent je dužan da uplati Konsultantu neto iznos od 1.212,73 eura mjesečno iz sredstava donacije, a pripadajući porez (142,28 eura) i prirez (21,35 eura) padaju na teret Klijenta.

Konsultant je dužan da Projektnom menadžeru dostavi izvještaj o realizovanim aktivnostima, za svaki mjesec. Izvještaj odobrava Projektni menadžer, uz saglasnost Direktora projekta (ili, u slučaju nesporazuma, Upravni odbor projekta), nakon čega će Klijent Konsultantu isplatiti dogovoreni iznos.

Iznos iz stava 1 je određen finansijskim planom projekta i Projektnim zadatkom.

Isplata će se vršiti u skladu sa dinamikom definisanom u članu 4 ovog Ugovora.

SUBJECT OF THE AGREEMENT

Article 1

The consultant performs services related to the Administrative/Financial Assistant position. Terms of Reference (attached), defining individual Consultant's obligations, forms an integral part of the Contract.

DEADLINES

Article 2

The consultant provides services for a total duration of 12 months in the period starting from March 10th 2023 to March 9th 2024, with possibility for extension in the form of appropriate written annex.

TERMS AND METHOD OF PAYMENT

Article 3

For the services defined in Article 1 of this Contract and in the Terms of Reference, the Client is obliged to pay the Consultant the net amount of 1,212.73 EUR per month from the donation funds, whereas taxes (142.28 EUR) and surcharges (21.35 EUR) will be paid by Client.

The Consultant is obliged to provide the Project Manager with a report on the activities carried out, for every month. The report is approved by the Project Manager, provided the Project Director's consent (or, in case of a disagreement, Project Management Board), after which the Client will pay the agreed amount to the Consultant.

The amount from paragraph 1 is determined by the financial plan of the project and the Terms of Reference.

The payment will be made in accordance with the dynamics defined in Article 4 of this Contract.

Član 4

Isplate će biti vršene u skladu sa Projektnim zadatkom i planom rada na mjesečnom nivou, kroz redovno izvještavanje o rezultatima/ishodima aktivnosti predviđenih Projektnim dokumentom. Izvještaji će se podnositi do 5. u mjesecu za prethodni mjesec.

Klijent se obavezuje da će izvršiti uplatu Konsultantu najkasnije u roku od 30 dana od prihvatanja izvještaja na žiro račun

Article 4

Payments will be done in line with Terms of Reference and work plan, on monthly bases, through regular reporting with deliverables/outcomes of activities referred to in the Project Document. Reports will be delivered by 5th of a month, for the previous month.

The Client will make the payment to the Consultant no later than within 30 days from the acceptance of the report to the

PROJEKTNJA ADMINISTRACIJA

Član 5

Konsultant je dužan da vodi tačnu i sistematičnu evidenciju o sprovedenim aktivnostima, finansijskim i drugim pitanjima u vezi sa projektom, a u skladu sa Projektnim zadatkom.

KOMUNIKACIJA

Član 6

Komunikacija između stranaka odvija se pisanim i usmenim putem, pri čemu stranke prednost daju komunikaciji putem elektronske pošte.

STANDARD RADA

Član 7

Konsultant se obavezuje da će vršiti Usluge po najvišim standardima struke i načelima etike.

POVJERLJIVOST

Član 8

Konsultant ne smije, u toku trajanja Ugovora, i dvije godine nakon isteka istog, da otkriva bilo kakve zaštićene ili povjerljive informacije u vezi sa ovim Ugovorom bez pisane saglasnosti Klijenta.

PROJECT ADMINISTRATION

Article 5

The Consultant is obliged to keep accurate and systematic records on conducted activities, financial and other matter in accordance with the Terms of Reference.

COMMUNICATION

Article 6

Communication between the parties takes place in writing and orally, with the parties giving priority to communication via mail.

WORK STANDARD

Article 7

The Consultant undertakes to perform the Services according to the highest professional standards and ethical principles.

CONFIDENTIALITY

Article 8

The Consultant may not, during the term of this Contract, and for two years after its termination, disclose any protected or confidential information related to the this Contract without the Client's written consent.

VLASNIŠTVO NAD MATERIJALOM

Član 9.

Svaki izvještaj, studija, crtež, softver ili drugi materijal, pripremljen od strane Konsultanta za Klijenta u okviru ovog Ugovora, pripadaju i ostaju u vlasništvu Klijenta.

OWNERSHIP

Article 9

Any report, study, drawing, software or other material, prepared by the Consultant for the Client under this Contract, belong to and remain the property of the Client.

KONFLIKT INTERESA

Član 10

Konsultant mora štiti Interese Klijenta na prvom mjestu, ne uzimajući u obzir budući rad, i strogo izbjegavati konflikt sa drugim zadacima ili sa sopstvenim poslovnim interesima.

Isplata Konsultanta na osnovu Ugovora obuhvata samo plaćanja Konsultanta u vezi sa ovim Ugovorom. Konsultant ne smije prihvatiti u svoju korist trgovinsku proviziju, popust ili slična plaćanja u vezi sa aktivnostima iz ovog Ugovora.

The Consultant must protect the interests of the Client in the first place, regardless of future work, and strictly avoid conflict with other tasks or with his own business interests.

The Consultant's payment under the Contract shall include only the Consultant's payments in connection with this Contract. The Consultant may not accept for its own benefit any trade commission, discount or similar payments in connection with the activities under this Contract.

OSIGURANJE

Član 11

Konsultant će biti odgovoran za pokrivanje troškova ličnog osiguranja.

USTUPANJE UGOVORA

Član 12

Konsultant neće ustupiti ovaj Ugovor, ili dati u podugovor nijedan njegov dio, bez Klijentove pisane saglasnosti.

ZAKONSKA OSNOVA UGOVORA I

JEZIK

Član 13

Ugovor je regulisan zakonima Crne Gore. Ugovor je zaključen na crnogorskom i engleskom jeziku.

INSURANCE

Article 11

The Consultant will be responsible for covering the cost of personal insurance.

ASSIGNMENT OF CONTRACT

Article 12

The Consultant will not assign this Contract or subcontract any of its parts, without the Client's written consent.

LEGAL BASIS OF CONTRACT AND

LANGUAGE

Article 13

The Contract is regulated by the laws of Montenegro. The Contract was concluded in Montenegrin and English.

U slučaju spora u vezi sa primjenom i tumačenjem ovog Ugovora, važeća je verzija na crnogorskom jeziku.

In the event of a dispute regarding the application and interpretation of this Contract, the version in the Montenegrin language is valid.

RJEŠAVANJE SPOROVA Član 14

RESOLUTION OF DISPUTES Article 14

Ugovorne strane su saglasne da sve eventualne nesporazume rješavaju dogovorom u duhu zajedničkog razumijevanja i dobrih poslovnih odnosa, saglasno važećim propisima kojima je regulisana predmetna oblast.

The contracting parties agree to resolve any possible misunderstandings by agreement in the spirit of mutual understanding and good business relations, in accordance with the valid regulations governing the subject area.

Eventualni spor u vezi sa primjenom i tumačenjem ovog Ugovora, koji se ne može sporazumno riješiti, upućuje se na rješavanje nadležnom sudu u Podgorici.

Any dispute related to the application and interpretation of this Contract, which cannot be resolved amicably, shall be referred to the competent court in Podgorica for resolution.

Na sva prava i obaveze ugovornih strana, a koje nisu definisane ovim Ugovorom, primjenjuju se zakonski i podzakonski akti Crne Gore.

All rights and obligations of the contracting parties that are not defined by this Contract are applied by the laws and by-laws of Montenegro.

RASKID UGOVORA Član 15

CONTRACT TERMINATION Article 15

Klijent može raskinuti ovaj Ugovor uz pisano obavještenje Konsultantu, u roku od najmanje 10 radnih dana nakon nastupanja neke od navedenih okolnosti:

- (a) ako Konsultant iz neopravdanih razloga ne započne ugovorene poslove u ugovorenom roku ili iz neopravdanih razloga bude u značajnom kašnjenju sa izvršenjem istih;
- (b) ako Konsultant ne otkloni propuste u izvršavanju svojih obaveza predviđenih ovim Ugovorom i Projektnim zadatkom u roku od 7 radnih dana od dana obavještenja o propustu ili bilo kojeg drugog perioda koji se naknadno može dogovoriti sa Klijentom u pisanoj formi;
- (c) ako je utvrđeno da je Konsultant uključen u koruptivne, prevare, tajne, prinudne, opstruktivne ili radnje u dosluhu, vezane za izvršavanje ovog Ugovora;
- (d) U slučaju obustave finansiranja projekta od strane donatora.

The Client may terminate this Contract by written notification to the Consultant, within at least 10 working days after the occurrence of one of the following circumstances:

- (a) if the Consultant, for unjustified reasons, does not start the contracted work within the agreed term or, for unjustified reasons, is in a significant delay with the execution of the same;
- (b) if the Consultant does not remedy the omissions in the performance of his obligations provided for in this Contract and the Terms of Reference within 7 working days from the day of the notification of the omission or any other period that may subsequently be agreed with the Client in writing;
- (c) if it is determined that the Consultant is involved in corruption or fraud, collusive, secret, coercive or obstructive actions related to the execution of this Contract;

Klijent ili Konsultant mogu raskinuti ugovor jednostranom izjavom ili sporazumnim dogovorom, pisanim putem u roku od 30 dana. U slučaju jednostranog raskida Ugovora otkazni rok je 30 dana od dana prijema obavještenja o raskidu Ugovora, u kom su obje ugovorne strane dužne da izvršavaju svoje ugovorene obaveze do isteka otkaznog roka. U obavještenju mora biti naznačeno po kom osnovu se Ugovor raskida.

Ako ugovorne strane sporazumno raskinu Ugovor, sporazumom o raskidu utvrđuju se međusobna prava i obaveze koje proističu iz raskida Ugovora.

PRIMJERCI UGOVORA

Član 16

Ugovor je sastavljen u 4 istovjetna primjerka na crnogorskom i engleskom jeziku, od kojih Konsultant zadržava jedan primjerak na crnogorskom i engleskom jeziku, a Klijent tri primjerka na crnogorskom i engleskom jeziku.

U Podgorici, 10. marta 2023. godine

KONSULTANT/CONSULTANT



Miloš Mugoša

(d) In case of suspension of project financing by the donor,

The Client or the Consultant may terminate the Contract by unilateral declaration or mutual agreement, in writing within 30 days. In the case of unilateral termination of the Contract, the notice period is 30 days from the date of receipt of the notice of termination of the Contract, in which both contracting parties are obliged to perform their contractual obligations until the expiration of the notice period. The notice must indicate the basis on which the Contract is terminated.

If the contracting parties terminate the Contract by mutual agreement, the mutual rights and obligations resulting from the termination shall be determined by contract termination agreement.

CONTRACT'S SAMPLES

Article 16

The Contract is drawn up in 4 identical copies in Montenegrin and English language, of which the Consultant keeps one copy in Montenegrin and English language, and the Client keeps three copies in Montenegrin and English language.

In Podgorica: March 10th, 2023

KLIJENT/CLIENT

Ministarstvo ekologije, prostornog planiranja i urbanizma/Ministry of Ecology, Spatial Planning and Urbanism



MINISTARKA/MINISTER

Ana Novaković Đurović

