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| **MODEL OF THE CONTRACT BETWEEN THE CONTRACTOR AND THE PROJECT PARTNER** |

**CONTRACT TITLE:** Professional musician to practice and perform in joint Orchestra – FLUTE

**REF:** MONS SER 2019-5

**Concluded between:**

**Muzička omladina Novog Sada** (MONS), Katolička porta 2/II, Novi Sad, Republic of Serbia,

Represented by: Milan Radulović

(Project partner)

AND

Title

Address of the contractor

Represented by:

(Contractor)

**Article 1: Subject of the contract**

The subject of the contract are the services as indicated in the contractor’s offer – ‘’B: Format of offer to be provided by the tenderer’’

**Article 2: Contract value**

The total contract value for implementation of services indicated in the Article 1 is: XXX EUR and XXXX National currency.

Where a tenderer refers to amounts originally expressed in a different currency, the conversion to EUR shall be made in accordance with the InforEuro exchange rate of July 2019 which can correspond to the month and year of the publication of the tender dossier, which can be found at the following address: <http://ec.europa.eu/budget/graphs/inforeuro.html>.

All costs related to delivery of requested services (e.g. transport, logistics, accommodation, meals, etc.) are included in a.m. contract value.

**Article 3: Contracting documents**

The documents which form the part of this contract are (by the order of precedence):

* Contract agreement
* Contractor’s offer as provided in the tendering phase – ‘’ B: Format of offer to be provided by the tenderer’’
* CV of professional musician
* Statement of exclusivity and availability

**Article 4: Deliveries and payments**

The contractor will deliver without reservation the services indicated in the contractor’s offer ‘’B: Format of offer to be provided by the tenderer’’. The deliveries will be implemented within the indicated dates. The contractor will provide project partner with the brief report on execution of the services.

The project partner will pay to the contractor the services in the amount indicated in the Article 2 of this contract document. The payments will be issued by the following time schedule.

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|  | Delivery date | Amount |
| 1 | Uppon contract signature | <XX> |
| 2 | Uppon completion of all 4 events in Novi Sad, Subotica, Ilok and Vukovar | <XX> |
|  | **Total** | <Total contract value> |

*\**

Payments will be made on following Bank account of Contractor: account number, Bank and address

Service contract comply with the requirements of applicable (national) tax and social security legislation. Contractor is obliged to pay all taxes and contributions according to experts’ Tax residence status from the amount indicated in the Article 2 of this contract document.

**Article 5: Duration of the contract**

The duration of the contract is XX months.

**Article 6: Cancellation of the contract**

The contract can be suspended by the Contractor due to the following reasons:

* Project partner not fulfilling payment and other contractual obligations

The contract can be terminated by the Project partner due to the following reasons:

* The Contractor is in serious breach of the contract, failing to meet contractual obligations

**Article 7: Resolving of disputes**

Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of courts of Republic of Serbia in accordance with the national legislation of the state of the Project partner.

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| **For the Contractor** | | **For the Project partner** | |
| Name: |  | Name: Milan Radulović |  |
| Title: |  | Title: Director |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |