



*University of Ljubljana's Innovation Fund Call for proposals*

## **Contract**

University of Ljubljana, Kongresni trg 12, 1000 Ljubljana, represented by Rector, Professor Igor Papič, PhD, ID for VAT: SI 54162513 (hereafter: UL),

(UL Member), address, represented by (function, name), ID for VAT (hereafter: the Beneficiary)

hereby conclude a

## **CONTRACT** **on the receipt of funds from the Innovation Fund of the UL**

### Article 1 (Preliminary observations)

The Contracting Parties hereby establish that the Beneficiary was chosen in the Call for proposals for the allocation of funds from the Investment Fund of the UL (hereafter: the Fund) on \_\_\_\_\_, and that the Beneficiary is thus entitled to dedicated funds in the amount of \_\_\_\_\_, which it shall use in the period from \_\_\_\_\_ to \_\_\_\_\_.

### Article 2 (Subject of the Contract)

The UL shall grant to the Beneficiary funds to implement project titled \_\_\_\_\_, in line with the conditions of this Contract, the Rules on the management of the Innovation Fund of the University of Ljubljana and the rules of the Call for proposals.

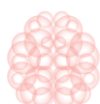
### Article 3 (Project participants)

The Beneficiary's project is to be carried out by the following team members:

\_\_\_\_\_ .

The team members shall appoint a Project Manager from amongst themselves:

\_\_\_\_\_ (name, email address, phone number). The Project Manager



shall be in charge of leading the project and communicating with the representatives of the Knowledge Transfer Office of the UL.

To achieve the project's successful implementation and market orientation, the UL shall allocate a project supervisor: \_\_\_\_\_(name, email address, phone number).

Team members and project supervisor shall meet every two (2) months to review the project's progress and collaborate in search for potential industrial partners.

Article 4  
(Obligationsof the Beneficiary)

The Beneficiary shall implement the project in line with the Plan of activities and the Financial plan, which constitute annexes to this Contract.

The Beneficiary will perform the project, for which funds have been granted, conscientiously, on time, and with due care and diligence.

The Beneficiary will work closely with the project supervisor, who will be assigned to them by the Knowledge Transfer Office.

The Beneficiary will promptly notify the project supervisor in writing of any changes in the circumstances of the project.

With regard to public procurement, the Beneficiary will take into account the applicable rules and instructions of the Member.

Article 5  
(Method of payment of funds)

The Beneficiary will be reimbursed only for the costs that were envisaged in the application form and were actually incurred. Prior to expenditure, the Beneficiary shall send a cost estimate to be approved by the Project Supervisor and Vice-Rector for knowledge transfer.

The Beneficiary shall file a request for reimbursement of expenses every three (3) months, along with the proforma invoices, where approvals provided by the Project Supervisor and the Vice-Rector are evident, along with the invoice. The amounts on the requests may not exceed amounts on the proforma invoices by more than 5%.

Article 6  
(Obligations of returning the funds)

The remaining allocated funds, which the Beneficiary does not use in time, shall be returned to the Fund.

The Beneficiary agrees that the investment of the Fund in the knowledge transfer project shall be deemed as an indirect cost in the commercialisation of technology or other knowledge. The commercialisation royalties shall therefore first be used to cover these costs and reimburse the Fund, while the remaining royalties shall be divided among the owners of technology/knowledge and in accordance with Article 19 of the Rules on the management of industrial property rights at the University of Ljubljana. If commercialisation royalties are not at least twice the amount of the funds received, the Fund shall be reimbursed with 50% of the commercialisation royalties.

Article 7  
(Termination of the Contract)

Both Contracting Parties may terminate the Contract if the Counterparty violates any provisions of this Contract or annexes thereto or fails to remedy said violations after being previously warned about them in writing by the counterparty. The deadline to remedy the violations shall be determined by the affected Party in its written warning about the violation and shall not be shorter than eight (8) days.

If the Contract is terminated by UL due to violations of the provisions of Article 4 of this contract by the Beneficiary, the latter must return all the funds already received.

If, during project implementation and within five (5) years thereafter, the UL ascertains that there was a case of double financing, the UL shall withdraw from the Contract and request reimbursement of all the funds paid out, including statutory default interest from the date of remitting to the date of returning the funds.

Both Parties may also terminate the Contract if, on the basis of the results of the development of the solution or changed market conditions, it appears that the solution is no longer of market interest. In this case, the Beneficiary does not repay the funds already received.

Article 8  
(Intellectual property)

The intellectual property created within the project shall be owned by the University of Ljubljana.

Article 9  
(Anti-corruption clause)

Any contract in which a person promises, offers or gives any undue advantage to the representative or agent of a public sector body or organisation on behalf or for the account of another contracting party for the purpose of:

- making a business deal;
- concluding business under more favourable terms and conditions;
- omitting due supervision over the implementation of contractual obligations; or
- any other act or omission which causes a public sector body or organisation damage or by which the representative or the agent of the public sector body or organisation or the other contracting party or its representative, agent or intermediary are put in a position to obtain an undue advantage

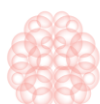
shall be deemed null and void.

Article 10  
(Dispute resolution)

The Contracting Parties shall resolve any disputes arising from this Contract in an amicable manner; only if this proves to be impossible will the competent court in Ljubljana decide on the dispute.

Article 11  
(Final provisions)

Any amendments or supplements to this Contract, which constitute a component part of the Contract, shall be legally valid only if made in writing.



The Contract shall enter into force on the day it is signed by both Parties hereto. The contract is valid until \_\_\_\_\_.

The Contract is made in two (2) identical copies, of which each of the Parties shall receive one (1) copy.

Ljubljana, .....

Ljubljana, .....

**University of Ljubljana**

**(UL Member)**

Rector

Dean

