

UGOVOR O PRUŽANJU USLUGA
ISTRAŽIVANJA KOMPENZACIJA I
BENEFICIJA U IT INDUSTRIJI ZA 2016.
GODINU ZA TRŽIŠTE SRBIJE

AGREEMENT ON THE PROVISION OF
SERVICES RESEARCH ON COMPENSATION
AND BENEFITS IN THE IT INDUSTRY IN 2016
FOR THE SERBIAN MARKET

Zaključen dana ---- godine, u Beogradu između:

Concluded on ---- in Belgrade, between:

- FENIX HUMAN RESOURCES DOO**, ul. Ustanička br. 224/43, PIB: 104376240, MB: 20149990, koga zastupa direktor Srđan Prvulović (u daljem tekstu: „Izvršilac“) i
- do**, adresa, PIB, MB, zastupnik (u daljem tekstu: „Naručilac“)

- FENIX HUMAN RESOURCES DOO**, 224/43 Ustanička Street, TIN: 104376240, RN: 20149990, represented by the director, Srđan Prvulović (hereinafter referred to as: “The Contractor”) and
- It**, address, TIN, , representative (hereinafter referred to as: “The Contracting Authority”).

PREDMET UGOVORA

SUBJECT OF THE AGREEMENT

1.1 Ovim ugovorom Izvršilac se obavezuje da će na osnovu prikupljenih podataka od učesnika u projektu Fenix istraživanje kompenzacija i beneficija u IT industriji za 2016. godinu za tržište Srbije (u daljem tekstu: „Istraživanje“) Naručiocu pripremiti pisani izveštaj koji uključuje informacije o visini i vrsti nadoknada na tržištu Srbije za 2015. godinu za 18 unapred predviđenih pozicija (radnih mesta).

1.1 Under this Agreement, the Contractor shall, based on data collected from the participants in the project Fenix research on compensation and benefits in the IT industry in 2016 for the Serbian market (hereinafter referred to as: “The Research”), submit to the Contracting Authority a written report including information on the amount and type of compensation on the Serbian market in 2016 for 18 pre-determined positions (jobs).

PRAVA I OBAVEZE NARUČIOCA

RIGHTS AND RESPONSIBILITIES OF THE CONTRACTING AUTHORITY

2.1 Naručilac se obavezuje da u roku od 7 dana od dobijanja upitnika kao sastavnog dela Istraživanja koji će biti korišćen za prikupljanje primarnih podataka, a najkasnije do 15. oktobra 2016. godine, isti popuni verodostojnim podacima vezanim za predmet Istraživanja. Upitnik u elektronskoj formi obezbeđuje i šalje Izvršilac.

2.1 As an integral part of the Research, the Contracting Authority shall, within 7 days of the receipt of the questionnaire that will be used for the collection of primary data, not later than 15th October 2016, complete the questionnaire with the relevant data related to the subject of the Research. The questionnaire shall be provided and sent in electronic form by the Contractor.

2.2 Naručiocu nije dozvoljeno da otkrije trećem licu informacije i pojedinosti vezane za metodologiju koju je Izvršilac koristio tokom Istraživanja.

2.2 The Contracting Authority shall not disclose information and details related to the methodology used by the Contractor during the Research to any third party.

2.3 Naručiocu je dozvoljeno da ovaj proizvod koristi samo za potrebe svoje organizacije, bez umnožavanja, pružanja na uvid ili na korišćenje trećim licima.

2.3 The Contracting Authority shall only use this product for the needs of their organisation, without duplication, submitting for review, or use by third parties.

2.4 Naručilac po zaduženju popunjavanja upitnika za direktan kontakt sa Izvršiocem delegira _____ (ime i prezime, email) zaposlenog na poziciji _____ u organizaciji.

2.4 The Contracting Authority delegates _____ (name and surname, email), employed in the position of _____ in the organisation, as the person responsible for completing the questionnaire and for direct contact with the Contractor.

PRAVA I OBAVEZE IZVRŠIOCA

3.1 Na osnovu prikupljenih podataka od učesnika u Istraživanju Izvršilac će Naručiocu pripremiti pisani izveštaj koji uključuje sledeće obavezne elemente:

3.1.1 Detaljnu analizu **aktuelnih opsega zarada** za 18 najčešćih pozicija u IT industriji u Srbiji*, sa podacima

o minimalnim/maksimalnim/prosečnim/srednjim vrednostima i vrednostima donjeg/gornjeg kvartila na sva 3 nivoa iskustva – **niži, srednji, i viši**;

3.1.2 Razlike u opsezima zarada prema **lokaciji kompanije** (Beograd, Novi Sad, Niš) i **veličini kompanije**** (mala, srednja, i velika);

3.1.3 Za kompanije koje su učestvovala u Istraživanju o zaradama i beneficijama za 2015. godinu, **trend konkurentnosti** za sve zarade tokom 2015. i 2016. godine;

3.1.4 Pregled nacionalnih i lokalnih **praksi bonusa i beneficija**, uključujući direktne i indirektne finansijske stimulacije, privilegije i mogućnosti razvoja;

3.1.5. Pregled **trendova kretanja zarada i učestalost neto/bruto** radnih angažmana (preko agencija);

3.1.6. Detaljan **personalizovani izveštaj o konkurentnosti** (opciono ako odlučite da ostane anonimni), uz podatke o vašoj poziciji u odnosu na druge IT kompanije u pogledu **veličine plata, beneficija, brzine unapređenja, i stope dobrovoljnog odlaska iz kompanije**.

3.2. Izvršilac obezbeđuje Naručiocu izveštaj u elektronskoj formi u roku od 30 dana od dana (zatvaranja Istraživanja), a najkasnije do 15. novembra 2016. godine.

3.3 Izvršilac se obavezuje da će sve informacije dobijene od strane Naručioca tokom procesa Istraživanja držati u najstrožoj poverljivosti.

POVERLJIVOST

4.1 Izvršilac garantuje maksimalnu diskreciju u vezi svih informacija koje dobija od Naručioca za vreme prikupljanja i obrade podataka, kao i po objavljivanju rezultata Istraživanja.

4.2 Sve informacije koje Izvršilac dobija od Naručioca tokom realizacije projekta su poslovna tajna Naručioca, i Izvršilac nije ovlašćen da ih otkrije trećem licu. Izvršilac je dužan da trajno čuva poslovnu tajnu Naručioca, kako u toku trajanja ugovora tako i po prestanku ugovora.

RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

3.1 Based on data collected from the participants in the Research, the Contractor shall submit a written report to the Contracting Authority including the following mandatory elements:

3.1.1. Detailed analysis of the **current salary ranges** for 18 most common positions in the Software Development industry in Serbia*, indicating the min/max/avg./median and lower/upper quartile values on all 3 experience levels - **Junior, Intermediate and Senior**.

3.1.2. Differences in salary ranges according to **company location** (Belgrade, Novi Sad, Nis) and the **company size**** (small, midsize and large).

3.1.3. For companies that participated in the 2015 Salary and Benefits survey, **competitiveness trend** for all the salaries reported in 2015 and 2016.

3.1.4. Overview of the national and local **bonus and benefits practices**, including direct and indirect financial incentives, perks and development opportunities.

3.1.5. Overview of **salary trends** and the **frequency of netto/brutto** (agency-based) work arrangements

3.1.6. Detailed **personalized competitiveness report** (optional if you choose to remain anonymous) specifying your ranking in comparison to other Software Development companies on **salary size, benefits, promotion speed and rate of voluntary turnover**.

3.2. The Contractor shall submit to the Contracting Authority the report in electronic form within 30 days of the date (of closing the Research), but not later than 15th November 2016.

3.3. The Contractor shall keep all information received from the Contracting Authority during the process of the Research in the strictest confidentiality.

CONFIDENTIALITY

4.1 The Contractor guarantees the maximum discretion with regard to all information received from the Contracting Authority during data collection and processing, as well as upon the publication of the Research results.

4.2 Any information that the Contractor receives from the Contracting Authority during the project is the Contracting Authority's trade secret, and the Contractor is not authorised to disclose them to third parties. The Contractor shall keep the Contracting Authority's trade secret for an indefinite period of time, both during the term of the Agreement, and after its termination.

CENA USLUGE

5.1 Naručilac se obavezuje da Izvršiocu isplati naknadu za usluge koje su predmet ovog ugovora u iznosu od 480,00 eura u dinarskoj protivvrednosti po srednjem kursu Narodne Banke Srbije na dan plaćanja, a najkasnije do 01.10.2016. godine.

Izvršilac nije u sistemu PDV-a.

DODATNE STAVKE

6.1 Sve izmene i dopune ovog ugovora moguće su isključivo u pisanoj formi.

6.2 Na sve ostale stavke koje nisu regulisane ovim ugovorom primeniće se pozitivni zakonski propisi Republike Srbije.

6.3 Naručilac i Izvršilac su saglasni da sve međusobne nesuglasice reše sporazumno.

6.4 U slučaju da se ne postigne sporazum iz ovog ugovora u razumnom vremenskom roku, ugovara se nadležnost Privrednog suda u Beogradu.

6.5 Ovaj ugovor stupa na snagu danom potpisivanja obe ugovorne strane. Ugovorači su saglasni da ovaj ugovor može da se raskine samo putem pismenog otkaza i to sa otkaznim rokom od 15 dana.

Ovaj ugovor je sastavljen u 4 (četiri) istovetna primerka od kojih svaka ugovorna strana zadržava po 2 (dva) primerka.

THE PRICE OF THE SERVICE

5.1 The Contracting Authority shall pay to the Contractor compensation for the services under this Agreement, in the amount of 480.00 euros in dinar equivalent at the middle exchange rate of the National Bank of Serbia on the payment date, not later than 1st October 2016.

The Contractor is not in the VAT system.

ADDITIONAL ITEMS

6.1. All alterations and amendments to this Agreement shall be made in writing.

6.2. All other items that have not been regulated by this Agreement shall be governed by the positive legislation of the Republic of Serbia.

6.3. The Contracting Authority and the Contractor agree to resolve any possible conflicts amicably.

6.4. If no agreement is reached within a reasonable period hereunder, the jurisdiction of the Commercial Court in Belgrade is agreed upon.

6.5. This Agreement shall enter into force upon its signing by both Contracting Parties. The Contracting Parties are in agreement that this contract may be terminated only with written notice of 15 days.

This Agreement is made in 4 (four) identical copies, 2 (two) copies of which for each Contracting Party.

IZVRŠILAC:

M.P.

NARUČILAC:

M.P.

THE CONTRACTOR:

M.P.

THE CONTRACTING
AUTHORITY:

M.P.