

**UGOVOR O PRUŽANJU USLUGE  
HR DIAGNOSTICS**

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

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

**PREDMET UGOVORA**

- 1.1 Ovim ugovorom Izvršilac se obavezuje da će na osnovu prikupljenih podataka od učesnika kroz alat HR Diagnostics (u daljem tekstu: „HRD“) Naručiocu pripremiti pisani izveštaj o zadovoljstvu zaposlenih Naručioca.

**PRAVA I OBAVEZE NARUČIOCA**

- 2.1 Naručilac se obavezuje da u roku od 14 dana od dana dobijanja upitnika kao sastavnog dela HRD, koji će biti korišćen za prikupljanje primarnih podataka, isti prosledi svim zaposlenima i obezbedi povraćaj popunjenih upitnika. Upitnik u elektronskoj formi obezbeđuje Izvršilac.
- 2.2 Naručiocu nije dozvoljeno da otkrije trećem licu informacije i pojedinosti vezane za metodologiju koju je Izvršilac koristio tokom Istraživanja.
- 2.3 Naručiocu je dozvoljeno da upitnik koristi samo za potrebe svoje organizacije tokom trajanja projekta HRD, a bez umnožavanja, pružanja na uvid ili na korišćenje trećim licima.

**PRAVA I OBAVEZE IZVRŠIOCA**

- 3.1 Na osnovu prikupljenih podataka od učesnika u okviru HRD projekta Izvršilac će Naručiocu pripremiti pisani izveštaj o zadovoljstvu zaposlenih Naručioca.
- 3.2 Izvršilac obezbeđuje Naručiocu izveštaj u elektronskoj formi u roku od 10 dana od završnog dana prikupljanja podataka od zaposlenih kroz elektronski upitnik.

**SERVICE AGREEMENT  
HR DIAGNOSTICS**

Concluded on ---- in Belgrade, between:

- 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
- d.o.o**, address, TIN, represented by (hereinafter  
referred to as: “The Contracting Authority”)

**SUBJECT OF THE AGREEMENT**

- 1.1 This Agreement obliges the Contractor to, based on the data collected from participants, through HR Diagnostics tool (hereinafter referred to as: “HRD”), prepare for the Contracting Authority a written report on the Contracting Authority’s employee satisfaction.

**RIGHTS AND RESPONSIBILITIES OF THE  
CONTRACTING AUTHORITY**

- 2.1 The Contracting Authority shall, within 14 days of receipt of the questionnaire, as an integral part of HRD, which will be used to collect primary data, forward it to all employees and ensure the return of the completed questionnaires. The questionnaire shall be provided in electronic form by the Contractor.
- 2.2 The Contracting Authority is not allowed to disclose to a third party information and details related to the methodology used by the Contractor during Research.
- 2.3 The Contracting Authority is allowed to use the questionnaire only for the needs of their organisation throughout the HRD project, without duplication, providing the access to, or the use of third parties.

**RIGHTS AND OBLIGATIONS OF THE  
CONTRACTOR**

- 3.1 Based on the data collected from participants in the framework of HRD Project, the Contractor shall prepare for the Contracting Authority a written report on the Contracting Authority’s employee satisfaction.
- 3.2 The Contractor shall provide the Contracting Authority with a report in electronic form within

- 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 dostavljanju izveštaja.
- 4.2. Podaci mogu biti korišćeni za grupne statistike FenixHR projekata i ni na jedan način neće biti prikazane pojedinačno ili ukazivati na identitet Naručioca.
- 4.3 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.

### **CENA USLUGE**

- 5.1 Naručilac se obavezuje da Izvršiocu isplati naknadu za usluge koje su predmet ovog ugovora u iznosu od 600,00 eura u dinarskoj protivvrednosti po srednjem kursu Narodne Banke Srbije na dan plaćanja, a po potpisivanju ugovora.
- Naručilac 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.

10 days of the final day of data collection from employees through an electronic questionnaire.

- 3.3 The Contractor undertakes to keep all information received from the Contracting Authority during Research in strictest confidentiality.

### **CONFIDENTIALITY**

- 4.1 The Contractor guarantees utmost discretion in regard to all information received from the Contracting Authority during data collection and processing, as well as upon the submission of the report.
- 4.2 The data can be used for group statistics within FenixHR projects, and will in no way be shown individually or indicate the identity of the Contracting Authority.
- 4.3 Any information that the Contractor receives from the Contracting Authority during the realisation of the project constitutes the trade secret of the Contracting Authority, and the Contractor is not authorised to disclose it to a third party. The Contractor is obliged to permanently keep the Contracting Authority's trade secret, both during the term of the Agreement and after its termination.

### **THE PRICE OF THE SERVICE**

- 5.1 The Contracting Authority is obliged to pay to the Contractor compensation for the services that are the subject of this Agreement in the amount of 600.00 euros in dinar equivalent at the middle exchange rate of the National Bank of Serbia on the payment date, after signing the Agreement.

The Contracting Authority is not in the VAT system.

### **ADDITIONAL ITEMS**

- 6.1. Any alterations and amendments to this Agreement are possible only in written form.
- 6.2. All other provisions that are not regulated by this Agreement shall be governed by positive legislation of the Republic of Serbia.
- 6.3. The Contracting Authority and the Contractor agree to resolve any differences between them by mutual agreement.
- 6.4. In the event that no concord is reached in relation to this Agreement within a reasonable period, the jurisdiction of the Commercial Court in Belgrade is agreed upon.

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 7 dana.

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

IZVRŠILAC:

NARUČILAC:

M.P.

M.P.

6.5. This Agreement shall enter into force upon its signing by both Contracting Parties. The Contracting Parties agree that this Agreement may be terminated only by written cancellation, with a notice period of 7 days.

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

THE CONTRACTOR:

THE CONTRACTOR  
AUTHORITY

STAMP HERE

STAMP HERE