

Mr 80/1346

## UGOVOR

## CONTRACT

Zaključen dana 21.03.2017. godine u Beogradu između:

Signed on 21.03.2017. in Belgrade between:

1. Adama Agan Ltd., PO Box Ashdod, 77102 Israel, koju zastupa Jose Luis Collar (dalje: **ADAMA**) i

1. Adama Agan Ltd., PO Box Ashdod, 77102 Israel, represented by Jose Luis Collar (hereinafter the **ADAMA**) and

2. Institut za ratarstvo i povrtarstvo Novi Sad, Maksima Gorkog 30, 21000 Novi Sad, koji zastupa direktor prof. dr Jan Turan (dalje: **Institut**)

2. Institute for field and vegetable crops Novi Sad, Maksima Gorkog 30, 21000 Novi Sad, represented by director prof. dr Jan Turan (hereinafter the "**Institute**")

### Član 1

### Article 1

Ugovorne strane su saglasne da je predmet ovog Ugovora ispitivanje biološke efikasnosti preparata u usevu suncokreta u suzbijanju *Orobancha* sp. na osnovu prijave za ispitivanje i protokola ogleda.

The parties acknowledge that subject of this Contract is examination of biological efficacy of product against *Orobancha* sp. in sunflower based on the application and trial protocol.

Prijava za ispitivanje preparata obavezno sadrži podatke utvrđene Pravilnikom o metodama za ispitivanje pesticida ("Sl.list SRJ" br.63/2001 i 65/2001-ispr. i "Sl.glasnik RS" br.93/2005).

Application for examination of product contains data determined by Regulation on methods for examination of pesticides ("Sl.list SRJ" No.63/2001 and 65/2001-ispr. and "Sl.glasnik RS" No.93/2005).

### Član 2

### Article 2

**Institut** se obavezuje da izvrši ispitivanje biološke efikasnosti preparata navedenih u članu 1. za koje je podnesen zahtev i prijava za ispitivanje.

**Institute** is obliged to execute examination of biological efficacy of products listed in Article 1. for which request and application for examination is submitted.

**Institut** je dužan da posao iz prethodnog stava izvrši u svemu u skladu sa Pravilnikom bliže označenim u članu 1. ovog Ugovora odnosno Principima dobre laboratorijske prakse i Standardnim metodama za ispitivanje

**Institute** is obliged to accomplish examination in accordance to Regulation specified in Article 1. of this Contract and Principles of good laboratory practice and Standard methods of examination of biological efficacy of pesticide of European and Mediteranian organization of plant protection, and with rules of its profession.

biološke efikasnosti pesticida Evropske i mediteranske organizacije za zaštitu bilja, i sa pravilima svoje struke.

### Član 3

### Article 3

**ADAMA** se obavezuje da **Institutu** stavi na raspolaganje sve informacije i podatke potrebne za ispitivanje biološke efikasnosti preparata navedenih u članu 1. odnosno dostavi prijavu za registraciju pesticida, kao i uzorak za ispitivanje.

**ADAMA** is obliged to make available to **Institute** all information and data needed for examination of biological efficacy of products listed in Article 1. which means to submit application for pesticide registration and sample for examination.

### Član 4

### Article 4

Informacije i podaci iz člana 3. ovog Ugovora, biće smatrani poverljivim ukoliko su kao takvi prezentovani od strane **ADAMA** ili se takvima smatraju po svojoj prirodi, ukoliko to nije suprotno zakonu.

Information and data from Article 3. of this Contract, will be considered confidential if they are presented as such by **ADAMA** or they are considered as such by its nature, unless it is against the law.

#### Član 5

**Institut** se obavezuje da neće koristiti informacije dobijene tokom ispitivanja za druge ciljeve osim za cilj ovog Ugovora niti za bilo koje druge slične projekte koje preduzima sam ili su preduzeti za njegov račun, osim uz prethodnu saglasnost **ADAMA**.

#### Član 6

Ako u toku trajanja ovog Ugovora dođe do razmene poslovne, proizvodne, tehničke ili druge relevantne dokumentacije i informacija, obe ugovorne strane su obavezne da sa poverenom dokumentacijom i informacijama postupaju sa obavezom uzajamnog čuvanja u tajnosti poverljivosti dokumentacije i informacija.

#### Član 7

**Institut** se obavezuje da posao iz člana 1. ovog Ugovora izvrši i dostavi izveštaj o rezultatima izvršenih ispitivanja preparata **ADAMA-u**, u 2 (dva) primerka do kraja 2017.godine.

#### Član 8

**ADAMA** se obavezuje da **Institutu** plati na ime cene za izvršena ispitivanja iznos od **5,000.00 EUR**.

**Institut** neće fakturisati PDV na osnovu mesta primaoca usluga koje nije u Republici Srbiji u slučaju **ADAMA-e**.

**Institut** će ispostaviti fakturu po uspešnom završetku oglada odnosno poslednje ocene efikasnosti.

**ADAMA** se obavezuje da će plaćanje izvršiti nakon dobijanja Fature u skladu sa stavom 1 ovog člana u roku od 2 meseca od datuma prijema fakture.

#### Član 9

**Institut** je dužan da postupi po opravdanim primedbama **ADAMA** i da u dostavljenom Izveštaju izvrši ispravke odnosno uradi dopune.

#### Član 10

Na odnose koji nisu uređeni ovim Ugovorom primenjivaće se odredbe Zakona o obligacionim odnosima.

Sporazumni raskid, jednostrani raskid ili otkaz ovog Ugovora pre isteka ugovorenog roka, mogući su pod uslovima i u rokovima propisanim opštim pravilima Zakona o obligacionim odnosima. Obaveza o poverljivosti iz članova 4. i 6. ostaje na snazi i nakon raskida ili isteka ovog Ugovora.

#### Article 5

**Institute** is obliged not to use information received during examinations for other purposes beside for the purpose of this Contract or other similar projects which are organized by Institute or for Institute, unless with previous consent of **ADAMA**.

#### Article 6

If during this Contract occurs the exchange of bussines, manufacturing, technical or other relevant documentation and information, both parties are obliged to treat such documentation and information with mutual obligation of keeping Proprietary documentation and information confidential.

#### Article 7

**Institute** is obliged to accomplish examinations from Article 1. of this Contract and to deliver Report of the results of examinations of products to **ADAMA**, in two (2) specimens by the end of 2017.

#### Article 8

**ADAMA** is obliged to pay to the **Institute** on the name of price for examinations in total **5,000.00 EUR**.

**Institute** will not invoice VAT based on the place of service receiver which is not in Republic of Serbia in case of **ADAMA**.

**Institute** will invoice after succesfull finish of th field trials and last evaluation of efficacy.

**ADAMA** is obliged to execute payment after recieving the Invoice in accordance with paragraph 1 of this Article within 2 months from the receipt of the Invoice.

#### Article 9

**Institute** is obliged to act in accordance to justified remarks of **ADAMA** and to make corrections and amendments in the delivered Report.

#### Article 10

On the relations that are not arranged by this Contract provisions of Law of obligations will be applied.

Consensual termination, unilateral termination or cancellation of this Contract before expiration of agreed term are possible under conditions and in terms prescribed by general regulations of Law of obligations.

Undertaking of confidentiality from Articles 4. and 6. remain on force even after breaking or termination of this Contract.

### Article 11

Modifications and amendments of this Contract both parties can make in written form.

### Član 12

Za slučaj spora oko izvršenja ovog Ugovora nadležan je sud u Beogradu.

### Član 13

Ovaj Ugovor važi do 31.12.2017. i sastavljen je u 2 (dva) primerka, po 1 (jedan) primerak za svaku ugovornu stranu. U slučaju spora srpska verzija će biti merodavna.

ADAMA Agan

Jose Luis Collar



### Član 11

Izmene i dopune ovog Ugovora ugovorne strane mogu vršiti u pismenoj formi.

### Article 12

In case of dispute of executing of this Contract competent court is in Belgrade.

### Article 13

This Contract is valid till 31.12.2017. and it is executed in 2 (two) specimens, 1 (one) for each party. In case of dispute Serbian version shall prevail.

Institut za ratarstvo i povrtarstvo

Prof. dr Jan Turan

  


ADAMA Agan Ltd  
PO Box  
Ashdod 77102  
Israel