



**APEK**

Agencija za pošto in elektronske  
komunikacije Republike Slovenije  
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Številka: 4300-17/2012/12  
Datum: 9.11.2012

Post and Electronic Communication Agency of the Republic of Slovenia, Stegne 7, 1000 Ljubljana, represented by the director Franc Dolenc (hereinafter: *Agency*)

and

International Regulatory Affairs Consulting, Egertastrasse 20, 9490 Vaduz, Liechtenstein, represented by the director Univ. Prof. Dr. Heinrich Otruba (hereinafter: *Consulting Company*)

are concluding

## **AGREEMENT of Mutual Rights and Obligations**

### *Article 1 (Preliminary Observations)*

The contractual parties initially note that:

- Agency is preparing the professional basis for auction of radiofrequency bands for public mobile services with the title: »Analysis of spectrum usage for Electronic Communications Services« (hereinafter: *Analysis*);
- the Analysis will be sent to public consultation on 10.01.2013;
- final version of the Analysis that will include comments from public consultation, analysed and taken into account if appropriate, has to be prepared by 29.03.2012;
- consulting company was selected in the process of procurement of low value to consult at finalisation of Analysis and for the translation of the document into English language.

### *Article 2 (Obligations of the Consulting Company)*

Consulting Company obligates that will:

- advise on the basis of its own knowledge and experience at preparation of the Analysis, suitable for public consultation procedure, and if necessary, it will prepare a conceptual supplement of the document;



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- advise on the basis of its own knowledge and experience at preparation of the final version of the Analysis, that will also include analysis of the comments from public consultation and reasons for their inclusion or non-compliance;
- translate the versions of the Analysis from the first and second paragraphs of this Article into English language;
- prepare the text of the Analysis suitable for public consultations and its translation into English language by 10.01.2013. The Consulting Company has to submit the text to the Agency in ».docx« format;
- prepare the final text of the Analysis with included analysis of the comments from public consultation and included reasons for their inclusion or non-compliance and prepare translation of the final text of the Analysis into English language by 29.03.2013. The Consulting Company has to submit the text to the Agency in ».docx« format.

#### *Article 3 (Obligations of the Agency)*

Agency will pay 18.740,00 EUR (without VAT) to cover the expenses of obligation of Consulting Company as stated in Article 2.

After the submission of the text set in fourth and fifth Paragraph of previous Article the Consulting Company will submit the invoice.

The Agency will settle the invoice within 30 days after the confirmation of the submitted texts.

#### *Article 4*

Consulting Company or its representatives are obliged to come to the premises of Agency when necessary but not more often than once a week regarding the obligations of this Agreement described in Article 2.

The costs of the visits are included in the price stated in the Article 3 of this Agreement.

#### *Article 5*

Consulting Company does not claim any rights to the contributions prepared under this Agreement, and agrees that the contributions become the property of the Agency and that Agency has the right to decide whether and how these contributions will be used.

#### *Article 6 (Personal information and business secret)*

The Consulting Company will keep as a business secret all information, of which it will be informed during its participation regarding this Agreement.

The Consulting Company will handle personal information, of which it will be informed in the



context of its participation due to this Agreement in accordance with the Law governing the protection of personal data.

*Article 7*  
*(Anti-Corruption Clause)*

Contracting parties confirm that they are aware of the fact that this Agreement shall be null and void if any person in any phase of the Agreement promises, offers or gives any undue advantage to the representatives or agent of a public sector body or organisation on behalf or for the account of another contracting party for the purpose of obtaining business, concluding business under more favourable terms and conditions, omitting due supervision over the implementation of contractual obligation or for the purpose of 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, the other contracting party or its representative, agent or intermediary are put, in a position to obtain an undue advantage.

*Article 8*  
*(Contacts)*

Contact person of the Agency is [REDACTED] who is also contract manager.

Contact person of the Consulting Company is [REDACTED]

*Article 9*

The Court in Ljubljana is competent for any dispute relating this Agreement.

*Article 10*

This Agreement is signed in two copies. Each contractual party receives one.

This Agreement will enter into force upon signature of the contracting parties.

**International Regulatory Affairs Consulting**

[REDACTED]

CH-9490 Vaduz

In Ljubljana, on the 09.11.2012

**Post and Electronic Communication  
Agency of the Republic of Slovenia**

Franc Dolenc  
Director



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