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This Declaration is an essential part and an enclosure of the tender documents by which we tender.

The parties agree that the terms and conditions on [www.springernature.com/legal/ROW\_Academic\_Terms\_and\_Conditions\_5.0\_sni](http://www.springernature.com/legal/ROW_Academic_Terms_and_Conditions_5.0_sni)

shall be incorporated into the terms and conditions of the Tender. In the event that such terms and conditions are inconsistent with the provisions of this Tender, or in case of general substantial deviations between the terms and conditions and the Tender, the parties shall negotiate and incorporate a replacement provision on a good faith basis. For the avoidance of doubt, rights and obligations under this Tender will be solely in effect after finalization of such negotiation.

All of the above statements refer, and are limited to the actual positive knowledge without having made any inquiries and excluding the application of the principles of imputed knowledge at the date on which this confirmation was signed.

|  |  |
| --- | --- |
| Place:  Heidelberg | Authorized person  ………………………….. |
| Date: …………………… | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature |

OBR-4

Contracting authority: Centralna tehniška knjižnica Univerze v Ljubljani

Trg republike 3

SI-1000 Ljubljana

SLOVENIA

ID for VAT: SI23576430

**DECLARATION OF THE RETRIEVAL OF COMPANY DATA**

For the purposes of the tender

We hereby allow the contracting authority CTK to retrieve data about our legal entity from official records kept by a state authority, bodies of local authority or by the public powers holders:

|  |  |
| --- | --- |
| Full name of the company |  |
| Address of the company |  |
| Municipality where the company is established |  |
| Number of the entry into the Business register |  |
| Registration number of the company |  |

|  |  |
| --- | --- |
| ID for VAT |  |
| Bank account number |  |
| Registration No. |  |

This Declaration is an essential part and an enclosure of our tender documents.

|  |  |
| --- | --- |
| Place:  Heidelberg | Authorized person  ………………………….. |
| Date: …………………… | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature |

OBR-5

Contracting authority: Centralna tehniška knjižnica Univerze v Ljubljani

Trg republike 3

SI-1000 Ljubljana

SLOVENIA

ID for VAT: SI23576430

Business entity:

Springer Customer Service Center GmbH

Tiergartenstraße 15-17

69121 Heidelberg

Germany

**DECLARATION OF ANTI-CORRUPTION**

Provision in the first paragraph of Article 35 of the Law on Integrity and Corruption Prevention(ZintPK, Ur. l. RS, št. 69/2011) requires that the contracting authority, which operates in accordance with the regulations of public procurements, is not allowed to enter a business relationship with business entities where the contracting authority is an official - who is performing service at this authority - a family member, involved as a manager, a member of management, a statutory representative or directly or indirectly or through other legal entities holds more than 5 % of founder’s rights or management or capital.

In accordance with the above paragraph we declare that within the business entity, which will be performing the subject of this tender, the official or his/her family members are not members of the management nor do they directly or indirectly or through other legal entities holds more than 5 % of founder’s rights or management or capital.

We are not on the list of business entities from Article 35 of the Law on Integrity and Corruption Prevention (ZIntPK-UPB2, Ur.l. RS 69/11).

Contracts which are contrary to the stipulations of the Article 35 of the Law on Integrity and Corruption Prevention ZIntPK are void.

All of the above statements refer, and are limited to the actual positive knowledge without having made any inquiries and excluding the application of the principles of imputed knowledge at the date on which this confirmation was signed.

|  |  |
| --- | --- |
| Place:  Heidelberg | Authorized person  ………………………….. |
| Date: …………………… | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature |

OBR-6

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\*Tenderer may submit their draft agreement, which will include at least provisions required by the law: Subject of the contract, the total value of the tender and validity of the contract.

Please insert the draft of the License Agreement

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