

By Mount\_Everest\_as\_seen\_from\_Drukair



# One fine day in Jure's office....

When I say  
"Vested", what  
do you think of?

No, I use  
braces

What was  
wasted?

Say again?

HA?

What?

I have read a  
very interesting  
book...

Oh dear...

I want that  
stuff too 😊

When?! You  
are working  
25/8

...and that's how it began



# **NOT ANOTHER...MOVIE**

**STARRING:** (IN ALPHABETICAL ORDER)

**AGM Nemec d.o.o.**

**DEWESoft d.o.o.**

**Hilman d.o.o.**

**EXECUTIVE PRODUCER(s):**

**Kate Vitasek**

**Jeroen Van de Rijt**

**Sibrecht Diender-de Jong**

# PROLOGUE

# CONSULTANTS



Author, trainer & consultant in Strategic Procurement, Relational Contracting & Vested Outsourcing; Vested Faculty member



25 Years Researching and Creating Highly Collaborative Win-Win Business Relationships; Internationally Recognized Keynote Speaker; Architect of the Vested Methodology; Forbes Senior Contributor; 8x Author



Relational Contracting Expert; Certified Vested Coach; B2B Relationships; Strategic Partnerships; Next-gen TCO

# PARTNERSHIP



**DEWESoft®**

**Hilman**  
i n s t a l a c i j e

The primary activity of the AGM Nemec company is construction.

With two quarries, our own mobile concrete batching plant, geo-drilling machines, equipment for transporting and pumping concrete, a wide selection of construction machinery and a large fleet, we are competitive in all construction areas.

**SUPPLIER**

Dewesoft is here to challenge and change the world of measurement technology. We develop customer-focused test and measurement solutions by always thinking differently and pushing ourselves above the highest standards. It all started with simple idea which has now grown into global success serving measurement solutions to world's leading brands.

**BUYER**

**SUPPLIER**

(MOVIE) **TITLE AND STORY:**  
**CITY OF ACROBATS**

A meeting place for creative and entrepreneurial people who  
are changing the world for the better.



# CITY OF ACROBATS



Modular construction will build both wings and the central Dewesoft building, 110,000 m<sup>2</sup> of space for the development of innovations and support for **Slovenian** entrepreneurship, and 10 ha of green areas.

Start: 2026

End: 2035 (est.) -> depending on the need,...

- 1.000+ employees
- cultural center
- educational/training center
- congress hall
- world cuisine

...

Acrobats – Innovators who change the world for the better.

Acrobats test the limits of what is possible, enjoy creating and are constantly asking themselves how to improve something. They are visionaries. **Creators with true values.**

They do what seems impossible. They are very rare, which is why they are sometimes misunderstood. But they are the ones who end up changing the world.

# CHAPTER ONE

...in the beginning was ~~the word~~...a phone call

## ON-LINE MEET WITH KATE (11/13/2023) – Jure, Uroš, Miran (DWS)

- ALL ABOUT CITY OF ACROBATS
- HOW ARE WE “MANAGING” OUR BUSSINES PARTNERS (CURRENT RELATIONSHIPS)
- HOW TO “UPGRADE” OUR RELATIONSHIP
  
- INTRODUCTION TO VESTED
- HOW CAN KATE AND UT HELP
- NEXT STEPS
  - ON-LINE COURSES (001, 101, 202)
  - CDA COACH/FACILITATOR -> JEROEN
  - CaT
  - ALIGNMENT WORKSHOP

## ON-LINE MEET WITH...EVERYBODY (12/15/2023)

- DEWESOFT
- AGM NEMEC
- HILMAN
- ARCHITECTS
- SUPERVISOR
- KATE
- JEROEN

- MEET THE TEAMS
- VESTED ABC
- SET THE DATE OF THE ALIGNMENT WORKSHOP!

# ALIGNMENT WORKSHOP (1/8/2024 – 1/10/2024)





# ALIGNMENT WORKSHOP – OUTCOMES (cont.)

Team

Core Team	Dewesoft	AGM	Hilman	Fin Ars	PIZ
Teamlead	Miran	Maja	Toni	Kristijan?	
Operations (Rule 2 & 3)	Uroš	Dejan	Nejc (and Mirza)	Kristijan?	Simon (taxonomy only)
Finance (Rule 4)	Jure?	Maja	Toni	Kristijan?	
Legal (drafting contract)	Urša	Maja?	Toni	Kristijan?	

## Plan Going Forward

- Dewesoft & suppliers will do the work during workshops according to Prowez’s plan without coaching (starting after the Executive Course)
  - Advantage: can be done in Slovenian
- After the team has finished all workshops within a Rule, the teams sends its output to Prowez for review
- We will do a 2-day F2F meeting; with the goal of
  - Discussing the review
  - Make the output better
  - Prepare for the next Rule
- In Rule 4 an extra F2F workshop with the team
- This would result into 5 F2F workshops with the team

# CHAPTER TWO

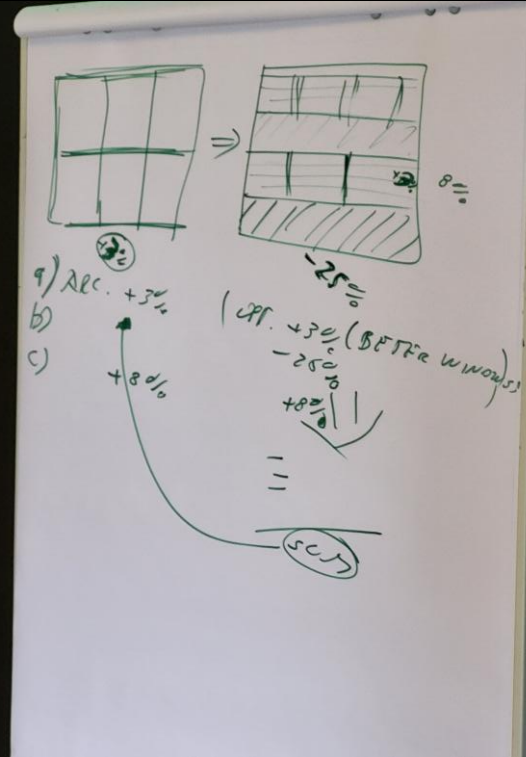
...All systems are go...3-2-1



# LET'S GET BUSY



# TUHELJ'S SESSION



## Outcomes of Workshop in Tuhelj:

### Requirements Roadmap:

- Incentives redefined and finished for:
  - OB 1.a incentive and remarks
  - OB 2.a incentive and remarks
  - OB 3.a incentive and remarks
  - OB 4.a incentive and remarks
  - OB 5.b tolerance and remarks
  - OB 6.b deleted
  - OB 6.c added
- KPI: not important for our case (excluded)
- PRICE replaced with COSTS (except for DO5)
- CAPEX\_SAVING not added yet!

### Pricing model framework:

- Transformation: cap of max. Incentive 30 % deleted

### Guardrails:

- Financial: maximum margin of 30 % (for DEWESoft) deleted; added trigger for suppliers – if margin is below 10 %

### Incentives payout:

- after completion of each module (replaced text in Magic Vested formula – definition REWARDp)

### Method/system used for “cost is a cost” for contractors:

- cost + 5 % management fee per month. SD: management fee is a fixed amount, calculated based on 5% of the initial baseline split over the number of months. The management fee amount can be adjusted by the parties through the governance structure if the actual 'cost is the cost' exceeds or falls behind the initial baseline beyond a certain threshold.

### Method/system used for “cost is a cost” for subcontractors:

- just costs without/no margin, contractors can charge time spent (working hours) for dealing with subcontractors

### Magic Vested Formula:

- Replacing PRICE with COSTS
- Baseline definitions and explanations added/expanded:
  - Reference baseline – defined by the architect
  - Optimized cost estimation – defined by buyer and suppliers and/or checked by another expert

In case the reference baseline contains inadequate or lacks certain components, an additional cost is assessed. The reference baseline and the optimized cost estimation are increased by these additional costs. In the case of optimization, only the optimized cost estimation is reduced, while the reference baseline remains the same. In case of the need to change the baseline always refer to the Guiding principles.

CAPEX\_SAVING: added definition (but not yet in the RRI!)

### Redefinition of BASEp (as for phase building) and definition of all phases.

- Phase one: building/module foundation
- Phase two: load-bearing structure
- Phase three: ground-floor: Basement
- Phase four: first floors
- Phase five: outer shell
- Phase six: installations

# AMSTERDAM'S SESSION



In terms of next steps we agreed on the following:

- Jeroen and Sibrecht are in the lead for finalizing the agreement (MSA & Schedules).
- Next week Katarina and Sara will review the MSA, Schedule E (exit management) and issue resolution management process (Schedule C). Deadline is Oct 4th.
- Parallel to Katrina and Sara's effort Sibrecht and Jeroen will work on the documents.
- We will all work in the **V1.2 version documents on the shared Google drive.**
- We will reach out to you in case of any questions, by assigning specific questions to you in the documents. So, please be aware of the possibility that **a question will be assigned to you.**
- We would strongly ask you **to not make any changes to the documents** anymore, but add a comment, assigning the action/question to both Jeroen and Sibrecht. This way we don't work past each other.
- We (Jeroen and Sibrecht) will finalize our work by the end of the day on the 9<sup>th</sup> of October. We'll then send you an email, so all of you get a chance to do a formal final review.
- **The deadline for your formal review is the 16<sup>th</sup> of October COB.**
- After the 16<sup>th</sup> of October Jeroen and Sibrecht will finalize all documents, so the agreement will be ready for signing by the end of October.

## ALMOST THERE!

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# “TOUCH DOWN!”



# CHAPTER THREE

No job is finished until the paperwork is done.

# DELIVERABLES

MASTER VESTED AGREEMENT “THE CITY OF ACROBATS”  
 SCHEDULES  
 PURCHASE ORDER (IN SLOVENIAN)

CONFIDENTIAL

**SCHEDULE A - Business Models Overview - WHY Vested?**

Revision control

Version	Effective date of change	Comment
0.99	30 September 2024	draft
1.0	17 October 2024	draft
1.0	1 January 2025	approved

Vrednotenje verzij (The City of Acrobats) - Skladnik

Purchase order nr. 0x (PO)  
 GRADBENA POGODBA št. [+]/2024

sklenjena med

NAROČNIKOM: **DEWESoft d.o.o.**  
 Gabrsko 11A, 1420 Trbovlje,  
 ki jo zastopa direktor dr. Jure Knez  
 Matična številka: 1580850000  
 ID št. Za DDV: SI 57193517

in

IZVAJALCEM: [Ime družbe]  
 [naslov],  
 ki jo zastopa direktor [+]  
 Matična številka: [+]  
 ID št. za DDV: [+]

**I. PREDMET POGODBE**

**1. člen**  
 Predmet pogodbe

Predmet te pogodbe (v nadaljevanju poimenovane tudi: Purchase Order ali PO) je izvedba pogodbenih del na objektu »Mesto Akrobatov, Modul 1 - MA04«, po Vested modelu, dogovorjenim med strankami z Master Vested Agreement (v nadaljevanju tudi: MVA), ki je okvirni dogovor, ki velja in se uporablja tudi za predmetno pogodbo.

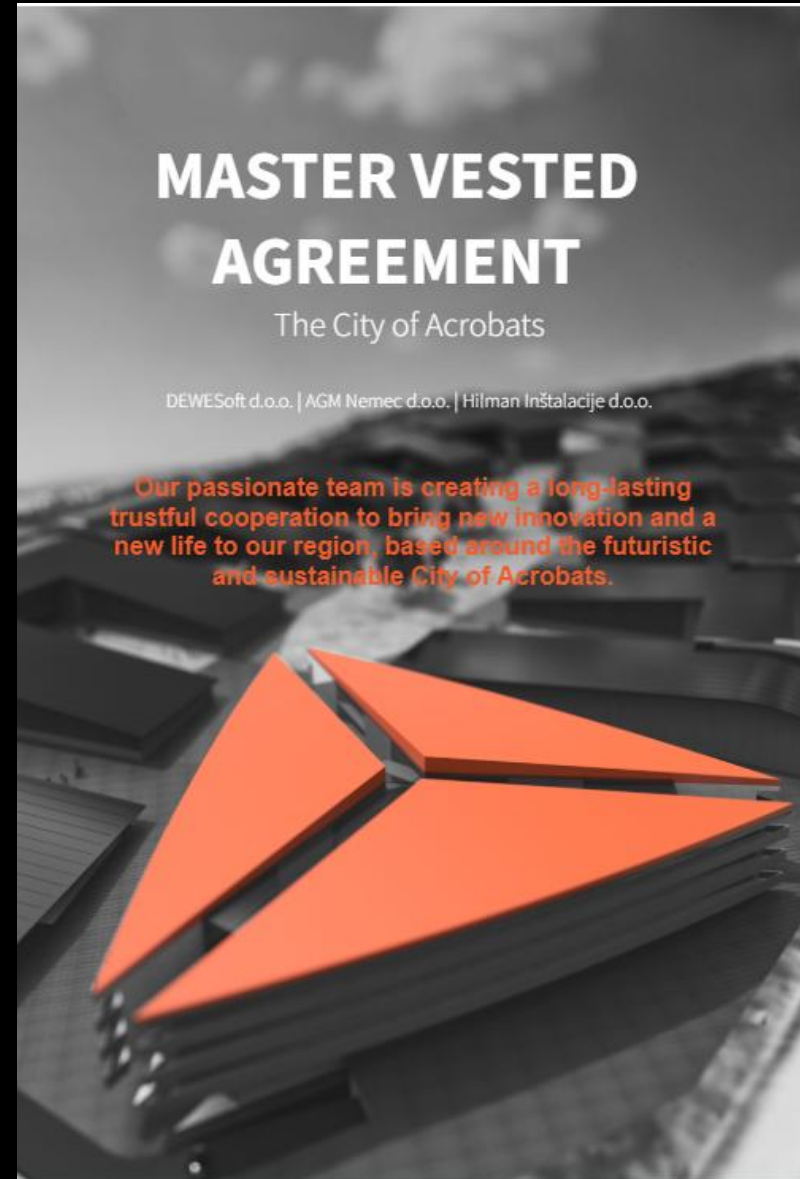
Izvajalec bo dela izvedel v skladu z zahtevami naročnika in projektantskim popisom, predmet pogodbe pa je podrobneje opredeljen tudi v dokumentaciji, ki je podlaga za sklenitev pogodbe.

**II. DOKUMENTACIJA NAROČNIKA**

**2. člen**  
 Dokumentacija naročnika, pridobitev dovoljenj in soglasij

Naročnik potrjuje in jamči, da je dal izvajalcu na razpolago vse podatke, ki se nanašajo na predmet pogodbe, ki bi lahko vplivali na pogodbeno ceno ali razčlenitev pogodbene cene ali na izvajalčeve pravice in obveznosti po tej pogodbi.

1



# MASTER VESTED AGREEMENT

- VESTED BUSINESS MODEL – 5 RULES, 10 ELEMENTS
- VESTED CONTRACT TEMPLATE
- THREE PARTNERS – TRUST, COMMUNICATION, COLLABORATION
  - TO DEVELOP AND CONSTRUCT THE CITY OF ACROBATS
  - MODULAR AND PHASED CONSTRUCTION -> PURCHASE ORDERS
  - SHARED VISION
  - DESIRED OUTCOMES
  - ...

# MASTER VESTED AGREEMENT, SCHEDULES, PO

Shared Vision	Desired Outcomes
<p><b>Our passionate team is creating a long-lasting trustful cooperation to bring new innovation and a new life to our region, based around the futuristic and sustainable City of Acrobats.</b></p>	<p> 1 Achieve and maintain trustworthy, strong and profitable long-term partnership</p>
	<p> 2 Create a self-sufficient, sustainable City</p>
	<p> 3 Complete on time or faster without work accidents</p>
	<p> 4 Ensure healthy and comfortable life – work environment</p>
	<p> 5 Optimize price – performance ratio to meet Desired Outcomes</p>
	<p> 6 Create a futuristic, innovative City of Acrobats featuring an amazing architectural and design experience.</p>

**Reciprocity:**  
We expect every action to be a fair action. The essence of reciprocity is that you cannot expect more than you give. We share the work and responsibilities based on the abilities of each party. We respect each other and always do things that are in the benefit of all Parties.

**Autonomy:**  
We give each other the freedom to act as equals in the best interest of the shared vision. We are committed to an open culture through freedom, responsibility and trust. Neither party will seek to put its power to unilaterally enforce the other to make decisions against their best interests and those of the relationship.

**Honesty:**  
We openly share the facts, intentions and experiences. We commit to having an honest and open working environment, being transparent and truthful in all interactions. All information/handlers that are relevant to the cooperation need to be transparent all the time. We promote fact based decision-making.

**Equity:**  
Together we respect the needs of all Parties. In a loyal relationship, the needs of all Parties are balanced. We take great care of each other's well-being. When we stand by each other in bad times, we improve and will be there during the good times.

**Faith:**  
All the time, one for all. We are committed to fairness in all aspects especially when sharing the value. We will compensate in proportion to value, risks and investments.

**Integrity:**  
We do what we say and what we have agreed on. Our words and actions are for the greater good of our region and environment. We avoid harmful and inconsistent behaviour.

- A. Business Model Overview
- B. Contractual Change Management Procedure
- C. Relationship Management Framework
- D. Transformation Management
- E. Exit Management Plan
- F. Performance Management against Desired Outcomes
- G. Taxonomy and Workload allocation
- H. Void
- I. Pricing Model with Incentives
- J. Transition Management
- K. Special Concerns and External Requirements

**Committed:** Working passionately, collaboratively and autonomously, we demonstrate a bias toward commitment.

**Accountable:** Demonstrating integrity and responsibility through ownership of our work, currency of our knowledge and pride in our workplace and colleagues. We operate with a bias toward quality.

**Transparent:** Creating trust and team spirit by being accessible, open, honest and fair, we demonstrate a bias toward communication.

**Respectful:** Respectful of our customers, the company, our team, partners, ourselves and our families, our community and the environment. We operate with a bias toward action.

**Innovative and Entrepreneurial:** We have an inherent need to improve our skills and to try and try again until we reach the goal. Always open to a change, we have a bias towards creativity and ability to think big.

**Act as We:** We think, focus and act toward our shared vision and desired outcomes. We act with a "What is in it for WE" mindset so all participants together create project solutions and plan the timeline. We have a bias toward the greatest mutual results.

**Reliable:** We agree to follow a reliable approach in our cooperation to successfully implement common projects. Reliability is the foundation of trust and consistency. We have a bias towards feeling safe depending on each other.



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- G. Taxonomy and Workload allocation
- H. *Void*
- I. Pricing Model with Incentives
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- K. Special Concerns and External Requirements



Incentive for contract extension is granted at the end of each contractual year, OR at the end of a Module, whatever comes first. There will always be at least a 3-year window (if DO1 is met).

# CHAPTER FOUR

Oh my goodness what have you done?!  
(rules, rules, rules...)

# RULES/ELEMENTS/SCHEDULES

## RULE 1: OUTCOME BASED MODEL

### E1: BUSINESS MODEL OVERVIEW (SCHEDULE A) – VESTED AND WHY VESTED

10 Elements of a Vested Agreement	
Rule 1: Outcome-Based vs. Transaction-Based Business Model	
Element 1	Business Model Map
Element 2	Shared Vision Statement and Statement of Intent
Rule 2: Focus on the WHAT, not the HOW	
Element 3	Statement of Objectives/Workload Allocation
Rule 3: Clearly Defined and Measurable Desired Outcomes	
Element 4	Clearly Defined and Measurable Desired Outcomes
Element 5	Performance Management
Rule 4: Pricing Model Incentives are Optimized for Cost/Service Tradeoffs	
Element 6	Pricing Model and Incentives
Rule 5: Insight vs. Oversight Governance Structure	
Element 7	Relationship Management
Element 8	Transformation Management
Element 9	Exit Management
Element 10	Special Concerns and External Requirements

**The Cheat Sheet for The Rules of the Game**

Legend:   Current state,   Behave,   Desired

	Transactional (Market)		Relational (Hybrid)			Investment (Hierarchy)
	Basic Provider	Approved Provider	Preferred Provider	Perf.-Based / Managed Services	Vested Relationship	Investment (Equity Partner / Shared Services)
<b>BUSINESS MODEL</b>						
<b>Economic Model</b>	Transaction based (per transaction, hour or unit)	Transaction based (per transaction, hour or unit)	Transaction-based (per activity, hour or unit)	Output based	Outcome based	Transactional, output-based or outcome based
<b>Relationship Model</b>	Transactional / no relationship	Transactional / supplier vetted on "Approved" list	Relational contract / emerging collaboration	Relational contract (collaborative)	Relational contract (highly collaborative)	Investment-based
<b>Vision &amp; Intent</b>	Supply at lowest cost	Recurring commodities at fair or lowest cost	Value-added capabilities at best value	Performance to SLA / process efficiencies	Shared Vision, Desired Outcomes & Value Creation	Sustainable Value
<b>SCOPE OF WORK</b>						
<b>Statement of Work &amp; Objectives</b>	"Who" and / or "How"	"Who" and / or "How"	"Who" and / or "How" (jointly defined "How")	"What" and limited emphasis on "How"	"What"	"What it", "What For" and "When"
<b>PERFORMANCE MANAGEMENT</b>						
<b>Performance Focus</b>	Simple three-way accounting match	PO requirements	Activity-based service level agreements	Output-based service level agreements	Strategic Desired Outcomes	P&L-based Measures
<b>Performance Measures</b>	Right quantity, right price, damage-free	Basic provider metrics + increased quality emphasis	Operational + customer satisfaction	Operational + relational (Values & Behaviors)	Ops + transformational + relational system wide KPIs	Joint Measures of Success
<b>PRICING</b>						
<b>Pricing Model &amp; Incentives</b>	Fixed price / typically no incentives / volume rebates	Fixed price / low no incentives / volume rebates	Fixed price / low incentives, volume rebates	Price with incentives and / or penalties	Pricing Model with value-based incentives	P&L based Equity Sharing
<b>GOVERNANCE</b>						
<b>Relationship Management</b>	Delivery & pricing validation (3-way PO match)	Some performance & pricing oversight	Limited Supplier Relationship Management	Oversight emphasis: Supplier Relationship Mgmt.	Insight emphasis: Strategic Relationship Mgmt.	Shared control and management
<b>Improve, Transform &amp; Innovate</b>	None / market-driven	Limited / market-driven	Beginning to focus on incremental improvements	Supplier driven to meet SLAs / price glide path	Joint & proactive Transformation Mgmt.	Core innovation capabilities
<b>Exit Management</b>	One-way / limited commitment to buy	One-way / termination for cause & convenience	One-way / termination for cause & convenience	Perf.-based termination for cause w/ safeguards	Joint Exit Management Plan	Divestiture
<b>Compliance &amp; Special Concerns</b>	Compliance-driven / survey-based	Typically compliance-driven / survey-based	Typically market-based / minimum audit requirements	Corporate based audit requirements	Outcome-based joint requirements	Investment based joint requirements

Source: STRATEGIC SOURCING IN THE NEW ECONOMY: HARNESSING THE POTENTIAL OF SOURCING BUSINESS MODELS FOR MODERN PROCUREMENT, Keith, Vitasek Manrodt & Kling, Palgrave 2015

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VESTED

Based on research with... HASLAM COLLEGE OF BUSINESS THE UNIVERSITY OF TEXAS AT AUSTIN

# RULES/ELEMENTS/SCHEDULES

## RULE 1: OUTCOME BASED MODEL

### E2: SHARED VISION, STATEMENT OF INTENT (MASTER VESTED AGREEMENT)

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# RULES/ELEMENTS/SCHEDULES

## RULE 2: FOCUS ON WHAT, NOT HOW

### E3: STATEMENT OF OBJECTIVE, WORKLOAD ALLOCATION (SCHEDULE F, G)

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Desired Outcomes	Objectives
1. Achieve and maintain trustworthy, strong and profitable long-term partnership	1.a Establish a foundation of trust through transparent communication, reliability, and consistency in actions
2. Create a self-sufficient, sustainable City	2.a Green and energy neutral
3. Complete on time or faster without work accident	3.a Construction is finished prior to the baseline
	3.b Construction without work accident
4. Ensure healthy and comfortable life – work environment	4.a Comfort of indoor conditions
5. Optimize price – performance ratio to meet Desired outcomes	5.a Achieve cost efficiency by optimizing design with agreed performance
	5.b Reduce total cost of ownership
6. Create a futuristic, innovative City of Acrobats featuring an amazing architectural and design experience	6.a Be recognized as a global landmark and become a city identity
	6b. Attract more companies to the City of Acrobats (and speed up the growth of the City)

# RULES/ELEMENTS/SCHEDULES

## RULE 2: FOCUS ON WHAT, NOT HOW

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#	Process Level 1	Process Level 2	Process Level 3	Accountability		Opportunity to Change Existing Process
				Buyer	Supplier	
1	Designing	Buildings design		Architect		B
		Designing exterior surfaces		Architect		B
		Designing external installations		Architect		B
2	Determining the order of modules construction	Buildings		X		B
		External installations		X		B
		Exterior surfaces		X		B
3	Geological surveys			X		B
4	Optimization	Proposal		X	X	B, S
		Approval		Architect		B
5	Building permits			X		B
6	Executive blueprints	Foundations		Architect		B
		Buildings		Architect		B
			Internal	Architect		B
		Installations	External	Architect		B
		Landscape		Architect		B

# RULES/ELEMENTS/SCHEDULES

## RULE 3: CLEARLY DEFINED AND MEASURABLE DESIRED OUTCOMES

### E4: CLEARLY DEFINED AND MEASURABLE DESIRED OUTCOMES (SCHEDULE F, REQUIREMENTS ROADMAP)

10 Elements of a Vested Agreement	
<b>Rule 1: Outcome-Based vs. Transaction-Based Business Model</b>	
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Desired Outcome	Performance				Incentive (see Schedule I)	Inspection			
	Objective	Metric	Standard	Tolerance/ AQL		Who	Data Source	Calculation	How Often Collected
1. Achieve and maintain trustworthy, strong and profitable long-term partnership	1.a Establish a foundation of trust through transparent communication, reliability, and consistency in actions	vested index	0.8 on vested index	none	Contract extension for a new module	DWS	outcome of the CaT Assessment	calculation from CaT Assessment	at the end of construction of each module (or at the end of the year; whichever comes first)
2. Create a self-sufficient, sustainable City	2.a Green and energy neutral	energy self sufficiency (metering)	95 %	85-100%	non-monetary incentive (publicity)	DWS	sensors from SCADA systems & BIM system	sum (operation)/sum(standard solution)	yearly
3. Complete on time or faster without work accident	3.a Construction is finished prior to the baseline	time (completion date)	on time as defined in a PO	none	time incentive (using formula as defined in 11.4)**	DWS	construction diary and timeline	contract timeline vs project build	after each module
	3.b Construction without work accident	work accident (as defined by law)	none	none	non-monetary incentive (party)	DWS	actual work accidents	actual work accidents	every 6 months
4. Ensure healthy and comfortable life – work environment	4.a Comfort of indoor conditions	user satisfaction	overall score is => 7	none	non-monetary incentive (publicity)	DWS	survey (to be build)	user average	yearly
5. Optimize price – performance ratio to meet Desired outcomes	5.a Achieve cost efficiency by optimizing design with agreed performance	actual cost vs baseline cost (of that specific module)	costs as defined in the PO (BASEi); using the m2	none	saving incentive (using formula as defined in 11.2)	Suppliers	price per square meter	BASEi > PRICE	after each module
	5.b Reduce total cost of ownership	TCO	TCO of standard solutions	none	saving incentive (using formula as defined in 11.6)	DWS	prediction of TCO vs TCO	prediction>real costs	yearly
6. Create a futuristic, innovative City of Acrobats featuring an amazing architectural and design experience	6.a Be recognized as a global landmark and become a city identity	# media publications	5	+ 1	non-monetary incentive (ice cream trip)	DWS	different media	number of positive media appearances	yearly
	6b. Attract more companies to the City of Acrobats (and speed up the growth of the City)	actual occupancy rate vs full capacity	>= 80%	none	non-monetary incentive (additional scope; e.g. for the CoA #2)	Katapuit	actual occupancy	actual occupancy rate vs full capacity	at the end of construction of the last module which inflicts that ratio (HQ excluded)

# RULES/ELEMENTS/SCHEDULES

## RULE 3: CLEARLY DEFINED AND MEASURABLE DESIRED OUTCOMES

### E5: PERFORMANCE MANAGEMENT (SCHEDULE F)

- PERFORMANCE MEASUREMENT
- PERFORMANCE MANAGEMENT
- BENCHMARKING GUIDELINES
- DESIRED OUTOMES/OBJECTIVES (EXPLANATIONS)

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# RULES/ELEMENTS/SCHEDULES

## RULE 4: PRICING MODEL WITH INCENTIVES

### E6: PRICING MODEL WITH INCENTIVES (SCHEDULE I)

- GUARDRAILS
- RISK REGISTER/RISK MANAGEMENT
- PRICING MODEL FRAMEWORK
- INCENTIVE STRUCTURE (MONETARY/NON-MONETARY)
- MANAGING THE PRICING MODEL
- TEST FINDINGS

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# RULES/ELEMENTS/SCHEDULES

## RULE 4: PRICING MODEL WITH INCENTIVES

Topic	DEWESoft	AGM	Hilman	Trigger alert
Financial	OK	Monthly payment (15 days after issued invoice), maximum delay 60 days	Monthly payment (15 days after issued invoice), maximum delay 60 days	If payment is delayed for 45 days after issuing invoice
* Financial	OK	Minimum margin of 5 %	Minimum margin of 5 %	**If margin is below 10%
Quality	According to Dewesoft specifications (not less than)	To the best knowledge of AGM/Hilman (not less than Standards; e.g. SIST EN)	To the best knowledge of AGM/Hilman (not less than Standards and Technical guidelines; e.g. SIST EN)	If quality is less than buyer's specifications
Timeline	The delay in delivery/manufacture for more than 1/3 of the time allocated for the construction of a specific module due to reasons on the contractor's (Hilman/AGM) side	OK	OK	If any delay occurs due to contractor's (Hilman/AGM) behavior

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# RULES/ELEMENTS/SCHEDULES

## RULE 4: PRICING MODEL WITH INCENTIVES

Risk Description / Reason	Probability of Occurrence	Impact on Project	Category: High, Moderate or Low	Responsible Party
Possibility of mine collapse (tunnels etc.)	Remote	Critical	High	B
Severe shortage of basic construction materials/energents/product	Unlikely	Moderate	Moderate	S
Permanent measures of state authorities	Unlikely	Critical	High	B
Collapse of the company	Unlikely	Serious	Moderate	B, S
Weather delays	Unlikely	Minor	Low	
Labor Shortages, Labour Disputes	Likely	Moderate	Moderate	S
Design Changes	Certain	Moderate	Moderate	B, S
Site Conditions	Unlikely	Moderate	Moderate	S
Safety Incidents	Unlikely	Minor	Low	S
Regulatory Compliance	Likely	Critical	High	B

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# RULES/ELEMENTS/SCHEDULES

## RULE 4: PRICING MODEL WITH INCENTIVES

10 Elements of a Vested Agreement	
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	SERVICE DELIVERY				TRANSFORMATION
	1a. Base Services <i>(done by Hilman / AGM)</i>	1b. Base services <i>(done by others service providers)</i>	2. Other Services <i>(unanticipated services beyond the taxonomy)</i>	3. Governance Model	4. Transformation Framework
DEFINITION AND COST COMPONENTS	Cost of the <b>TIME</b> spend on construction preparation & construction (see Taxonomy in exhibit 1 of Schedule G) - Includes Base works, direct cost including sub-contractors cost.	All other services linked to initial project (without margin) on work of suppliers of the following type: skeleton / frame construction, facade, roof, doors & windows)	All other direct services linked to initial project	Cost of the time of key roles (see Schedule C)	Continuous optimization
	Cost of the <b>MATERIALS</b> , - Includes Base works, direct cost including sub-contractors cost.				
COMPENSATION METHOD	Cost is the cost	Cost passthrough	Cost is the cost (with elevated margin of 7.5%)	Cost is the cost	
MARGIN (PER BUCKET)	5 % MARGIN	0 % MARGIN	7.5 % MARGIN	15 % MARGIN	TARGET >(no limit on margin)

# RULES/ELEMENTS/SCHEDULES

## RULE 4: PRICING MODEL WITH INCENTIVES

* Financial	OK	Minimum margin of 5 %	Minimum margin of 5 %	**If margin is below 10%
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Formula:

$$\text{Income}(1a+2+3+4)/\text{Cost}(1a+2+3+4) - 1$$

This formula is valid for AGM or HILMAN itself (not for both together or with sub-contractors).

Scenario 1 (margin below 10 % - trigger activated)

MODULE	1A	2	3	4	TOTAL
COSTS	2.420.000,00 €	2.200.000,00 €	2.220.000,00 €	2.300.000,00 €	9.140.000,00 €
INCOME	2.600.000,00 €	2.440.000,00 €	2.450.000,00 €	2.400.000,00 €	9.890.000,00 €
MARGIN	Income(1a+2+3+4)/Cost(1a+2+3+4) - 1				8,21%

Scenario 2 (margin above 10 %)

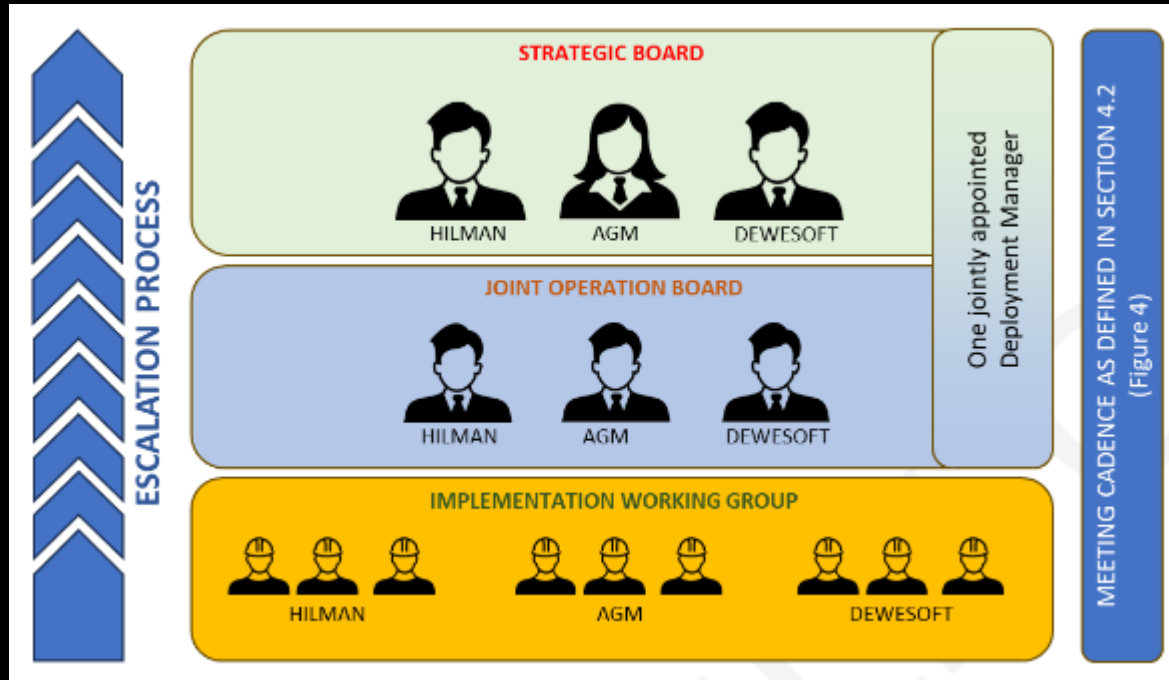
MODULE	1A	2	3	4	TOTAL
COSTS	2.420.000,00 €	2.200.000,00 €	2.220.000,00 €	2.300.000,00 €	9.140.000,00 €
INCOME	2.750.000,00 €	2.440.000,00 €	2.450.000,00 €	2.520.000,00 €	10.160.000,00 €
MARGIN	Income(1a+2+3+4)/Cost(1a+2+3+4) - 1				11,16%

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# RULES/ELEMENTS/SCHEDULES

## RULE 5: INSIGHT vs. OVERSIGHT GOVERNANCE STRUCTURE E7: RELATIONSHIP MANAGEMENT (SCHEDULE C)

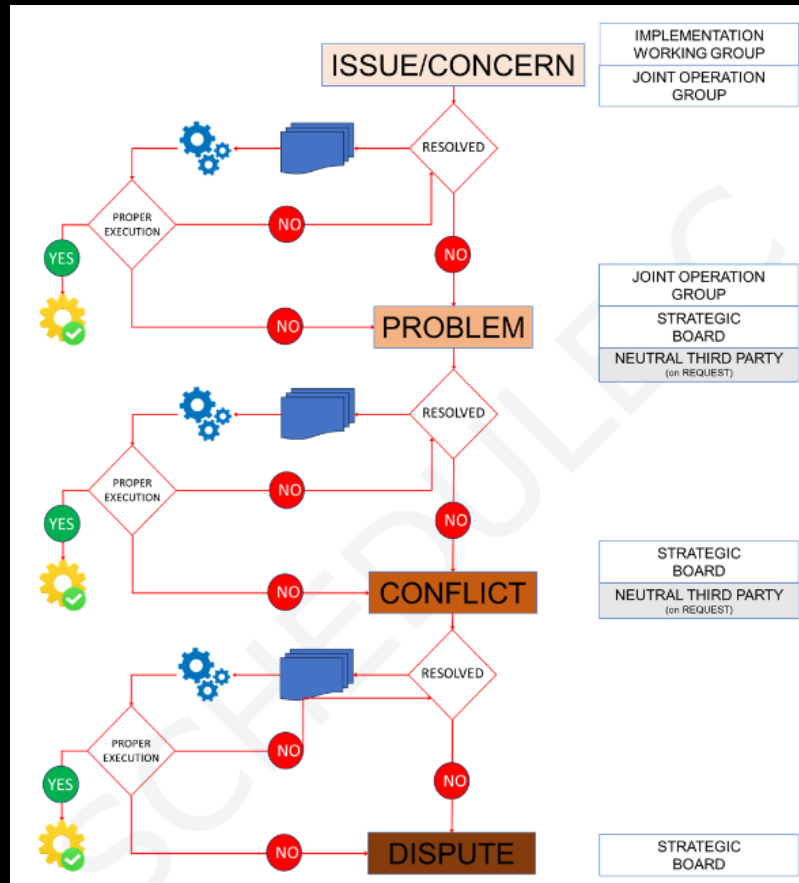
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# RULES/ELEMENTS/SCHEDULES

## RULE 5: INSIGHT vs. OVERSIGHT GOVERNANCE STRUCTURE E7: RELATIONSHIP MANAGEMENT (SCHEDULE C)

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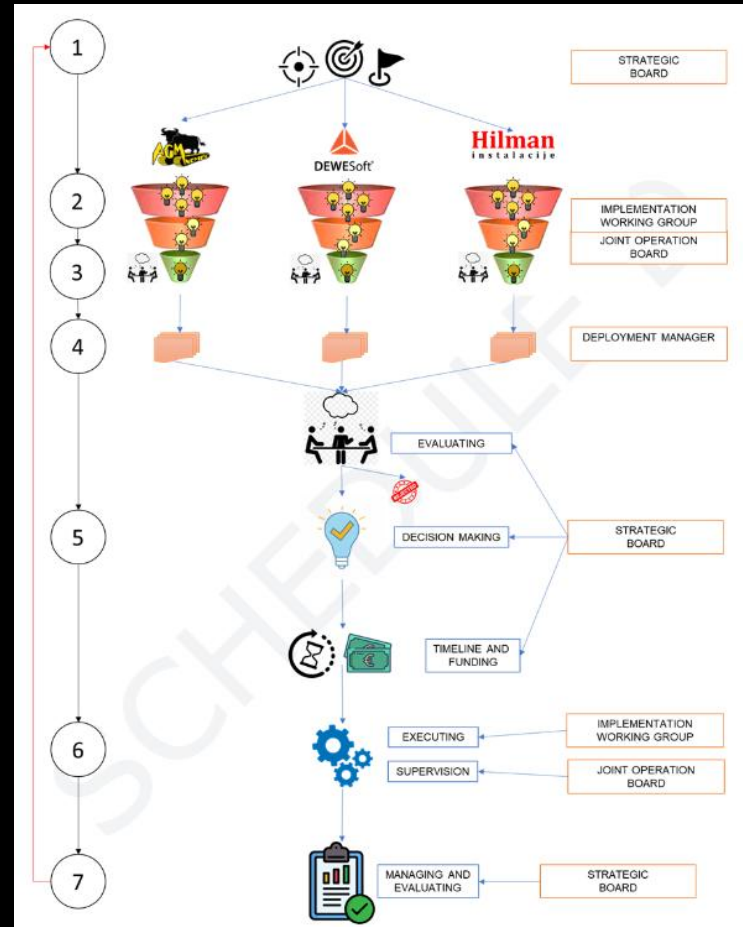


# RULES/ELEMENTS/SCHEDULES

## RULE 5: INSIGHT vs. OVERSIGHT GOVERNANCE STRUCTURE

### E8: TRANSFORMATION MANAGEMENT (SCHEDULE D)

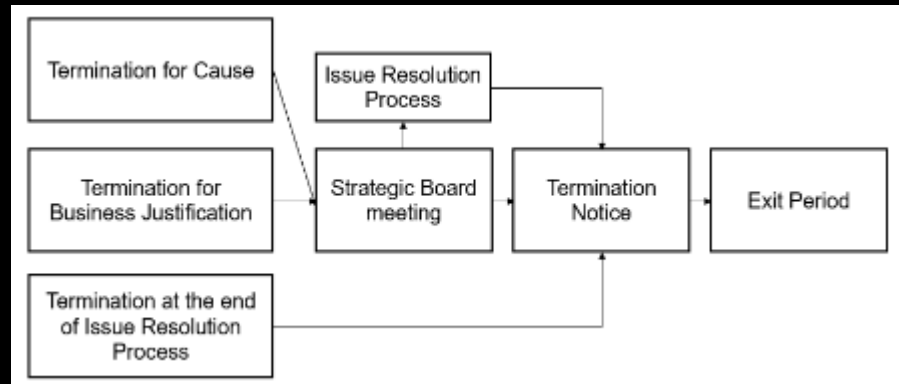
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# RULES/ELEMENTS/SCHEDULES

## RULE 5: INSIGHT vs. OVERSIGHT GOVERNANCE STRUCTURE E9: EXIT MANAGEMENT (SCHEDULE E)

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# RULES/ELEMENTS/SCHEDULES

## RULE 5: INSIGHT vs. OVERSIGHT GOVERNANCE STRUCTURE

### E10: SPECIAL CONCERNS AND EXTERNAL REQUIREMENTS (SCHEDULE K)

to determine and document the relevant legislation and laws for the Parties that need to be complied with

Relevant / applicable legislation or regulation	Link to the relevant document	Responsible Party
Zakon o delovnih razmerjih (ZDR-1)	<a href="https://pisrs.si/pregledPredpisa?id=ZAKO5944">https://pisrs.si/pregledPredpisa?id=ZAKO5944</a>	Dewesoft
Zakon o varstvu osebnih podatkov (ZVOP-2)	<a href="https://pisrs.si/pregledPredpisa?id=ZAKO7959">https://pisrs.si/pregledPredpisa?id=ZAKO7959</a>	Dewesoft
Zakon o varnosti in zdravju pri delu (ZVZD-1)	<a href="https://pisrs.si/pregledPredpisa?id=ZAKO5537">https://pisrs.si/pregledPredpisa?id=ZAKO5537</a>	Dewesoft
Gradbeni zakon (GZ-1)	<a href="https://pisrs.si/pregledPredpisa?id=ZAKO8244">https://pisrs.si/pregledPredpisa?id=ZAKO8244</a>	Dewesoft
Posebne gradbene uzance 2020	<a href="https://www.ozs.si/datoteke/ozs/sekcije/Janko%20Rozman/Sekcija%20gradbincev/Pose">https://www.ozs.si/datoteke/ozs/sekcije/Janko%20Rozman/Sekcija%20gradbincev/Pose</a>	Dewesoft

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# CHAPTER 99

Is it over yet?!  
(what has been done so far?)

# DOES IT REALLY WORK? (optimization, incentives)

1	2	3	4	5	6	7	8	9	10	11	12
datum/obdobje	OPIS PRIHRANKA/OPTIMIZACIJE	OSNOVNI/PREDVIDENI STROŠEK	PODROBNI PREDVIDENI STROŠKI	OCENA PREDVIDENIH STROŠKOV	OPTIMIZICIJA	DEJANSKI STROŠEK	RAZLIKA/PRIHRANEK (5-7)	DELITEV PRIHRANKA (8/2)	DELITEV PRIHRANKA AGM	DELITEV PRIHRANKA HILMAN	IZPLAČILO
februar, marec 2025	nižanje terena ali oporni zidovi	oporni zid od MA02 do vključno MA04	izdelava opornega zidu	78,061.200€	nižanje terena	35,831.00€	50,430.20€	25,215.10€	\$18,911.33	\$6,303.78	DA
			čiščenje terena	8,200.00€							

OSEBA	DATUM	ŠTEVILO UR	OBRAČUN (RAČUN)	NAMEN	OBRAČUNANO pri RAČUNU št.
Dejan TURK	21.01.2025	1	Izdelava gozdne vlake	Priprava in ogled, 21.1.2025	072-2025
Dejan TURK	28.01.2025	1,75	Izdelava gozdne vlake	Sestanek na lokaciji	072-2025
Dejan TURK	30.01.2025	1,5	Izdelava gozdne vlake	Sestanek na lokaciji, priprava podatkov	072-2025
Dejan TURK	01.02.2025	1	Izdelava gozdne vlake	Kontrola dela	072-2025
Dejan TURK	03.02.2025	0,75	Izdelava gozdne vlake	Prevzem zakoličbe	072-2025
Dejan TURK	06.02.2025	1,5	Izdelava gozdne vlake	Sestanek na lokaciji	072-2025
Dejan TURK	11.02.2025	1,25	Izdelava gozdne vlake	Kontrola dela	072-2025
Dejan TURK	17.02.2025	1,25	Izdelava gozdne vlake	Kontrola dela	072-2025
Dejan TURK	21.02.2025	0,5	Izdelava gozdne vlake	Kontrola dela	072-2025
Dejan TURK	04.03.2025	3	Izdelava gozdne vlake	Obračun jan, feb	097-2025
Dejan TURK	06.03.2025	1	Izdelava gozdne vlake	Kontrola dela	097-2025
Dejan TURK	07.03.2025	1	Izdelava gozdne vlake	Sestanek na lokaciji	097-2025
Dejan TURK	15.03.2025	1,5	Izdelava gozdne vlake	Navodila in pregled - plini in STT	097-2025
Dejan TURK	18.03.2025	2	Izdelava gozdne vlake	Simulacija vrednosti AB zidov	097-2025
Dejan TURK	24.03.2025	2	Izdelava gozdne vlake	Simulacija vrednosti AB zidov, varinate naklona brežine	097-2025
Dejan TURK	04.07.2025	1	Mesto Akrobatov - dovozna pot	Ogled lokacije z SB	300-2025
Dejan TURK	07.07.2025	1	Mesto Akrobatov - dovozna pot	Ogled lokacije z delovodjo	300-2025
Dejan TURK	7.7.-10.7.2025	1,5	Mesto Akrobatov - dovozna pot	Pregled podatkov, komunikacija z geodeti, popravki, obveščanje	300-2025
Dejan TURK	10.07.2025	1,5	Mesto Akrobatov - dovozna pot	Kontrola del na lokaciji	300-2025
Dejan TURK	14.07.2025	2	Mesto Akrobatov - dovozna pot	Sestanek na lokaciji	300-2025
Dejan TURK	17.07.2025	1	Mesto Akrobatov - dovozna pot	Kontrola del na lokaciji	300-2025
Dejan TURK	17.07.2025	1,5	Mesto Akrobatov - dovozna pot	Julij splošno - Organizacija, komunikacija, logistika (prevozi, prekladi, razkladi)	300-2025

# DOES IT REALLY WORK? (open book concept)

št.	Objekt	Datum	Ekipa			Stroji			Transport			Dobavnice, računi - materialni stroški	Vrednost po računih, dobavninah	Opombe	JOB - ure	Skupaj	Strategic board - ure	Skupaj							
			Ime, priimek	Število ur	Cena ure	Skupaj	TIP stroja	Število ur	Cena ure	Skupaj	Kamion								Število u	Cena ure	Skupaj	Prevoz kombi (km)	Cena km	Skupaj	
	<b>Vlaka Lakonca</b>																		Priprava in ogled, 21.1.2025	1					
1.		28.01.2025	Boštjan Pušnik	8,5	28,60 €	243,10 €	TB290, 76	5	18,50 €	92,50 €	Volvo vleka	1,5	32,80 €	49,20 €	14	0,86 €	12,04 €	Bencin za žago	32,08 €	Premik stroja	Sestanek na lokaciji	1,75			
			Zvonko Brčina	8,5	18,00 €	153,00 €									14	0,86 €	12,04 €								
			Elvis Begič	1,5	19,50 €	29,25 €																			
2.		29.01.2025	Boštjan Pušnik	9	28,60 €	257,40 €	TB290, 76	8,5	18,50 €	157,25 €					14	0,86 €	12,04 €								
			Zvonko Brčina	9	18,00 €	162,00 €									14	0,86 €	12,04 €								
3.		30.01.2025	Boštjan Pušnik	9	28,60 €	257,40 €	TB290, 76	8	18,50 €	148,00 €					14	0,86 €	12,04 €				Sestanek na lokaciji	1			
			Zvonko Brčina	9	18,00 €	162,00 €									14	0,86 €	12,04 €				Priprava podatkov	0,5			
4.		31.01.2025	Boštjan Pušnik	9	28,60 €	257,40 €	TB290, 76	8	18,50 €	148,00 €					14	0,86 €	12,04 €								
			Zvonko Brčina	9	18,00 €	162,00 €									14	0,86 €	12,04 €								
5.		1.02.2025	Boštjan Pušnik	9	28,60 €	257,40 €	TB290, 76	7	18,50 €	129,50 €					14	0,86 €	12,04 €						Kontrola del	1	
			Zvonko Brčina	9	18,00 €	162,00 €									14	0,86 €	12,04 €								
6.		3.02.2025	Boštjan Pušnik	9	28,60 €	257,40 €	TB290, 76	8	18,50 €	148,00 €					14	0,86 €	12,04 €						Prevzem zakoličbe	0,75	
			Zvonko Brčina	9	18,00 €	162,00 €									14	0,86 €	12,04 €								
7.		4.02.2025	Boštjan Pušnik	9	28,60 €	257,40 €	TB290, 76	4	18,50 €	74,00 €					14	0,86 €	12,04 €								
			Zvonko Brčina	9	18,00 €	162,00 €	CAT 313	4	29,00 €	116,00 €					14	0,86 €	12,04 €								
			Emil Pospseh	4	19,50 €	78,00 €																			
			Mehič Miralem	1,5	19,50 €	29,25 €					Mehič - šlepe	1,5	32,80 €										premik stroja		
8.		5.02.2025	Boštjan Pušnik	9	28,60 €	257,40 €	TB290, 76	8	18,50 €	148,00 €					14	0,86 €	12,04 €								
			Zvonko Brčina	9	18,00 €	162,00 €	CAT 313	8	29,00 €	232,00 €					14	0,86 €	12,04 €								
			Emil Pospseh	9	19,50 €	175,50 €																			
			Mehič Miralem	9	19,50 €	175,50 €					Mehič - šlepe	9	32,80 €										Direktni, 12,83ton	91,09 €	



# THE END

(CITY OF ACROBATS – PART 1)