



# BIOLOGICKÉ CENTRUM AV ČR, v. v. i.

adresa: Branišovská 1160/3I, 370 05 České Budějovice

telefon: +420 387 771 111 (ústředna)

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IČ: 60077344 | DIČ: CZ60077344

číslo účtu: 6063942/0800, Česká spořitelna, a.s.

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## **Annex No. 2 Binding Draft Purchase Agreement**

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**The Contracting Authority has provided the draft purchase agreement  
in an editable format.**

**In case of any discrepancies the PDF version shall prevail!**

### **Purchase Agreement**

**concluded pursuant to Section 2079 et seq. of the Act No. 89/2012 Coll., Civil Code,  
as amended  
(hereinafter the "Civil Code")**



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## 1. CONTRACTING PARTIES

### 1.1. Buyer

#### Biologické centrum AV ČR, v.v.i.

based at Branišovská 1160/31, 370 05 České Budějovice

represented by: Prof. RNDr. Libor Grubhoffer, CSc., Director of BC AV ČR, v. v. i.

ID No.: 60077344

VAT ID: CZ60077344

Bank: ČS a.s.

Account No.: 6063942/0800

(hereinafter the "**Buyer**")

and

### 1.2. Seller

**[to be filled out by the participant in the Tendering Procedure]**

based at **[to be filled out by the participant]**

entered in the Commercial Register kept by the **[to be filled out by the participant]** Court in **[to be filled out by the participant]**

represented by: **[the participant shall fill out the first and surname, title and position of the individual/s authorized to act on behalf of the participant in the Tendering Procedure]**

ID No. (IČO or equivalent): **[to be filled out by the participant]**

VAT ID: **[to be filled out by the participant]**

Bank Account as Registered with the Tax Authorities: **[to be filled out by the participant]**

Bank: **[to be filled out by the participant]**

( hereinafter the "**Seller**")

(the Buyer and the Seller will be hereinafter collectively referred to as the "**Parties**" and each of them individually as a "**Party**").

on the day, month and year indicated below entered this purchase agreement (hereinafter the "**Agreement**")



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## 2. BASIC PROVISIONS

- 2.1. The Seller takes due note of the fact that the Buyer, based on the Seller's participation in the public contract and subject to meeting of the qualification criteria, considers it a confirmed fact that the Seller is able, within the meaning of Section 5 (1) of the Civil Code, to act and in the course of its performance under this Agreement with the skills and due care commonly associated with its profession or status, while any actions of the Seller lacking such professional care shall be held at the expense of the Seller. The Seller shall not abuse its qualities as an expert or its economic position to create or exploit dependency of the weaker party, or to attain an obvious and groundless imbalance as to the mutual rights and obligations of the Parties. "
- 2.2. The Seller acknowledges that the Buyer's main activity is of non-commercial nature. The Parties have agreed that, unless stipulated otherwise in this Agreement, and regardless of whether the condition of Section 2158 (1) of the Civil Code has been met, provisions of Sections 2158 (2) through 2174 of the Civil Code, on the sale of goods in commercial relations, shall apply to this Agreement.
- 2.3. The Seller has won the tendering procedure organized by the Buyer under Act No. 134/2016 Coll., on the awarding of public contracts (the "PPA"), for a public contract known under the designation: **"Supply of a multifrequency broadband echolocation system"** (hereinafter the **"Tendering Procedure"**).
- 2.4. The following documents also form a part of the material underlying the delivery of the subject of performance under this Agreement:
  - The technical performance parameters specification provided as a part of the tender documents for the Tendering Procedure, forming Annex No. 3 (the "Technical Performance Specification"); the Technical Performance Specification forms an integral part hereof as Annex No. 1,
  - The bid submitted by the Seller in the Tendering Procedure which describes the subject matter of the performance in technical terms (the "Bid"); the Bid forms a separate Annex No. 2 to this Agreement.



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- 2.5. By signing this Agreement the Seller confirms that it has met all professional requirements necessary to deliver the subject matter of performance under this Agreement, that it is authorized to perform/deliver hereunder and that there are no obstacles on the Seller's side which would prevent it from delivering the subject matter hereof to the Buyer.
- 2.6. The Seller hereby represents that it accepts the risk of a change in circumstances within the meaning of Section 1765 (2) of the Civil Code.
- 2.7. The Parties represent that they will keep confidential any facts they may learn in connection with this Agreement or in this course of their performance hereunder, as long as their disclosure might cause any harm to them. This is without prejudice to the Buyer's statutory disclosure duties.

## 3. SUBJECT MATTER

- 3.1. The subject matter of this Agreement is the obligation of the Seller to deliver to the Buyer the following items and to transfer to the Buyer the ownership title to the items:

Three scientific echosounder systems for modern multi-frequency measurements of fish and zooplankton abundance estimation in rivers and open lake conditions with the vessel moving at standard surveying speed or in stationary situations. The systems should be able to measure the acoustic target strength through the split beam principle. The transducers should be fully waterproof till the depth of 10 m and equipped with the cables at least 20 m long. The system must be able to emit and receive acoustic signals in the form of (1) narrow band continuous wave and (2) in the form of wide band chirp. It should be powered at least by the 12 V DC power supply. The system should include postprocessing software capable of 3D visualisation data and calculation targets size structure, abundance and biomass.

More detailed technical specifications of the equipment are provided in Annex No. 3 hereto (hereinafter the "**equipment**" or the "**goods**").

- 3.2. The Contracting Authority has called for new goods, i.e. as opposed to goods for demonstration purposes, refurbished goods or goods that were in any manner previously used.



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3.3. The performance of the Seller shall also include:

- (i) transport of the goods to the place of performance,
- (ii) development and handover to the Buyer of instructions and manuals for operation and maintenance of the goods in Czech and in English, both in an electronic form and on paper
- (iii) handover of declaration of conformity with approved standards for each delivered equipment
- (iv) development of a checklist of delivered items to be enclosed to the delivery note
- (v) warranty servicing

(whereas the equipment pursuant to Sub-section 3.1. will be hereinafter referred to as the "**delivery**").

3.4. The Buyer undertakes duly and in time to accept the delivered equipment and to pay to the Seller the Purchase Price in Article 5 hereof.

3.5. The Seller undertakes to supply the equipment to the Buyer under the terms of this Agreement, duly and in time at its expense and responsibility, to the place of performance. The Seller shall be responsible for conformity of the equipment and of the services with this Agreement, including its Annexes, with the Bid and with applicable legal, technical and quality standards and for delivery of CE certificate for the equipment.

## 4. OWNERSHIP TITLE

4.1. The ownership title to and risk of loss of the equipment shall pass to the Buyer upon confirmation of the delivery note.



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## 5. PURCHASE PRICE, TERMS OF PAYMENT

- 5.1. The Purchase Price for the subject matter of the Agreement, as defined in Article 3, Sub-sections 3.1. hereof, has been determined based on the Bid as the maximum which shall not be exceeded, in the amount of CZK **[to be filled out by the participant]**, excluding VAT (to wit: **[to be filled out by the participant]** Czech crowns) (the "Purchase Price"), plus **[to be filled out by the participant]**% VAT in the amount of CZK **[to be filled out by the participant]** (to wit: **[to be filled out by the participant]** Czech crowns), i.e. in total CZK **[to be filled out by the participant]**, inclusive of VAT.
- 5.2. The Seller acknowledges that the subject matter hereunder is a part of the project "Research of key ecosystem interactions of soil and water on the SoWa research infrastructure", registration number CZ.02.1.01/0.0/0.0/16\_013/0001782, within the Operational Programme Research, Development and Education (Výzkum, vývoj a vzdělávání - OP VVV) 2014 – 2020 (hereinafter the "Project"), and that the subject matter of performance will be paid from the said Programme.
- 5.3. The Purchase Price shall include any and all expenses in connection with the performance of the subject matter hereof, including costs of transportation, , costs of insurance of the equipment until its handover and takeover and import tariffs and duties. **It is understood that the Purchase Price shall not be dependent on price fluctuations and changes in the exchange rate.**
- 5.4. The Purchase Price shall be the maximum allowable price for the subject matter of performance. The Purchase Price can only be modified by a written amendment to this Agreement in the following cases: (i) if VAT rates change after conclusion of this Agreement and before the handover and takeover date of equipment ( only a change of the amount of VAT is possible, i.e. a change with no impact on the bid price for the public contract, which was evaluated exclusive of VAT), and (ii) a change pursuant to Section 222 (4) of Act No. 134/2016 Coll., on the awarding of public contracts (the Public Procurement Act; hereinafter the "PPA").



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Unless the overall character of the public contract changes, the value of which is

- a) lower than the financial limit for an above-threshold public contract, and
- b) lower than 10% of the original value of the obligation,

the Seller and the Buyer may change this Agreement in accordance with Section 222 (4) of PPA; if several such changes are made the decisive figure shall be an aggregate value of all such changes.

- 5.5. The Buyer undertakes to pay the Purchase Price to the Seller by paying 100% of the Purchase Price as per Article 5.1. hereof after the delivery of the equipment.
- 5.6. The term of payment shall be thirty (30) days from the date of delivery of the equipment to the Buyer. Payment of the charged amount shall be deemed effected on the day on which the money is sent to the Seller's account. The Purchase Price shall be deemed paid once the respective amount is sent to credit the account indicated on the invoice. If the account is not made public by the tax authority pursuant to Section 98 (d) of the VAT Act the Buyer may withhold the payment until the tax authority has duly published the account. In that case the Buyer is not in default with the payment of the Purchase Price or payment of the invoice. This provision shall not apply to persons who are subject to the obligation register for VAT under the VAT Act.
- 5.7. If there is a reason to believe that the Buyer may be held liable as a guarantor for unpaid VAT within the meaning of Section 109 of the VAT Act, the Buyer may pay the amount of VAT to a deposit account pursuant to Section 109a of the VAT Act.
- 5.8. The tax voucher – an invoice issued by the Seller in accordance with this Agreement – shall meet requirements of the VAT Act and attached to it shall be a copy of the handover protocol signed by both the Parties.



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- 5.9. If the tax voucher – the invoice – is not issued in accordance with the terms of payment set out in this Agreement or if it does not meet statutory requirements then the Buyer may return the tax voucher – the invoice – to the Seller as incomplete or faulty and request to complete it or to issue a new invoice within five (5) business days from the date on which the returned invoice was delivered to the Buyer. In that case the Buyer shall not be in default of the payment of the Purchase Price or any part thereof and the Seller shall issue a corrected invoice with a new payment period which shall be the same as in the original invoice, which shall start running on the day on which the corrected or newly issued tax voucher – the invoice – is delivered to the Buyer.
- 5.10. The text of the invoice issued by the Seller under this Agreement shall include the following statement: The performance has been provided for the purposes of the project “Research of key ecosystem interactions of soil and water on the SoWa research infrastructure”, registration number CZ.02.1.01/0.0/0.0/16\_013/0001782, within the Operational Programme Research, Development and Education (Výzkum, vývoj a vzdělávání - OP VVV) 2014 – 2020. Attached to the invoice shall be a copy of the delivery note. The Buyer shall have no obligation to accept the performance without the documents described herein.
- 5.11. The invoicing data of the Buyer are provided in Article 1 hereof.

## 6. DATES AND DEADLINES FOR PERFORMANCE OF SUBJECT MATTER OF AGREEMENT

- 6.1. The Seller undertakes to duly manufacture, procure and deliver to the Buyer the equipment described in Article 3, Sub-section 3.1 hereof no later than **within 2 months after the signing hereof by both the contracting Parties.**
- 6.2. The Buyer undertakes to duly take over the delivered equipment on the agreed date. The handover shall be confirmed by signing of the delivery note.
- 6.3. The Seller may deliver the equipment even before the agreed date for the handover and takeover as set out in Sub-section 6.1. hereof.





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## 7. PLACE OF PERFORMANCE

The place of performance shall be Biologické centrum AV ČR, Na Sádkách 7, 370 05 České Budějovice.

(hereinafter the "**place of performance**")

## 8. OTHER DELIVERY CONDITIONS

- 8.1. The Seller shall proceed independently in carrying out the delivery but undertakes to respect the Buyer's instructions concerning implementation of the subject of performance under this Agreement.
- 8.2. The Seller shall promptly notify the Buyer of the inadequate nature of things received from the Buyer or instructions given by the Buyer as to the performance of the delivery, to the extent that the Seller could have recognized the inadequacy by applying due professional care.
- 8.3. Unless established otherwise in this Agreement, all materials, works and administrative acts necessary for the performance hereunder shall be provided by the Seller.
- 8.4. The Seller shall deliver to the Buyer the goods (including potential software) brand new, fully functional, with quality and technical parameters meeting applicable EU legislation and requirements of Czech legal regulations, harmonized Czech technical standards and other Czech standards applicable to the goods.
- 8.5. The Seller represents that the goods to be delivered hereunder are in full conformity with the conditions in the tender documents applied in the Tendering Procedure in which the Seller's Bid was selected as the most convenient.
- 8.6. The Seller undertakes that at the time of passing of title to the goods there will be no rights of third persons attached to the goods, particularly no pre-emption rights or rights of lease.
- 8.7. The Seller, with regard to the Buyer's obligations resulting particularly from PPA and from the Act No. 340/2015 Coll., agrees with disclosure of all information about the commercial obligations between the Seller and the Buyer hereunder, especially about the content of this Agreement. Provisions of the Civil Code about business secret shall not be applied.
- 8.8. The Seller hereby represents that no distraintment procedure has been under way and it has no overdue debt the payment of which might be enforced by distraintment



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under the Act No. 120/2001 Coll., on court-appointed distrainers and distraining activities (Rules of Distraining), and on changes of some other acts, as amended, no execution of a resolution has been under way and it has no overdue debt the payment of which might be enforced by execution of a resolution under the Act No. 99/1963 Coll., Code of Civil Procedure, as amended, Act No. 500/2004 Coll., Administrative Procedure Code, as amended, or under the Act No. 280/2009 Coll., Tax Code, as amended.

## 9. HANDOVER AND TAKEOVER

- 9.1. For the purposes of the handover procedure, the Seller must present the Buyer with the following:
- (i) A list of the components and accessories of the equipment that will be handed over;
  - (ii) A declaration by the Seller to the effect that the equipment complies with the applicable laws and regulations, technical standards, and the Technical Performance Specification, as well as with the commercial terms and conditions set out in this Agreement; and
  - (ii) operating and maintenance manuals, conditions for maintenance and protection of the equipment, in Czech or in English, along with all requisite documents and accessories related to the equipment.
- 9.2. If the Seller fails to present to the Buyer of the above-mentioned documents the subject matter of performance hereunder shall not be deemed properly completed or fit for the handover.

## 10. WARRANTY AND CLAIMS FROM LIABILITY FOR DEFECTS

- 10.1. The warranty period for the delivery shall be **24 months**.
- 10.2. The warranty period shall start running on the date of signing of the delivery note of the equipment by the Buyer. If the equipment has been accepted with only a single defect or unfinished part then the warranty period shall start running only on the day on which the Seller removes the last defect.
- 10.3. For the equipment or its components or accessories thereof that are provided with their own warranty cards the warranty period shall be as indicated therein, however, the warranty period shall be at least as long as the time period stipulated in Sub-section 10.1 .



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- 10.4. The Buyer shall raise the claim for the removal of defects of the delivery promptly upon learning about the defect and in any case no later than on the last day of the warranty period, unless expressly stipulated otherwise in this Agreement, by means of a written notice sent to the Seller's responsible representative identified in this Agreement. A complaint dispatched by the Buyer on the last day of the warranty period shall be deemed made in a timely manner.
- 10.5. In the written complaint the Buyer shall describe the defect and specify the remedy sought. The Buyer may:
- (i) demand that the defect shall be removed by delivery of substitute equipment to replace the defective equipment, or
  - (ii) demand that the defect shall be removed by repair of the equipment if the defect can be repaired
- 10.6. The choice between the above described types of warranty claims is at the Buyer's discretion. The Buyer shall have the right to withdraw from the Agreement if the delivery of defective goods results in a material breach of the Agreement. A material breach of the Agreement shall be any case when the delivery (or a part thereof) falls short of, or at any point during the warranty period no longer meets, the minimum parameters required by the Buyer and specified in the Seller's Bid in the Technical Performance Specification and in this Agreement.
- 10.7. The Seller undertakes to remove any claimed defects of the delivery free of charge.
- 10.8. The Seller undertakes to initiate steps towards removal of any given defect **promptly** after it receives the Buyer's complaint and to send the claimed goods back to the Buyer within 2 months at the latest after receiving the claimed goods.
- 10.9. The Parties shall record removal of the claimed defect in a protocol to confirm the removal. The warranty period shall be then extended by a period of time that passed between the day on which the complaint was brought and the day on which the defect was removed.
- 10.10. The provided warranty shall not apply to defects caused by unprofessional handling, improper or inadequate maintenance or by a failure to observe manufacturer's operating and maintenance instructions received by the Buyer from the Seller at the time of handover of the equipment or about which the Seller informed the Buyer in



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writing. The warranty shall not apply to defects caused by gross negligence or willful acts.

## 11. CONTRACTUAL PENALTIES

- 11.1. If the Seller is in default with the handover and takeover of the delivery compared to the deadline specified in Article 6, Sub-section 6.1 of this Agreement the Buyer may charge to the Seller a contractual penalty of no more than 0.001% of the Purchase Price for each started day of default; if the default is more than 50 business days the penalty shall be increased to no more than 0.01% of the Purchase Price for each started day of default starting from the first day of default, unless the contracting Parties agree otherwise.
- 11.2. If the Seller fails to remove a duly claimed defect of the equipment within the time period specified in Article 10, Sub-section 10.8 hereof or within an agreed period of time the Buyer may charge to the Seller a contractual penalty in the amount of CZK 2500.- for each notified defect which the Seller failed to remove in time, for each started day of default.
- 11.3. If the Buyer fails to pay the Purchase Price within the time periods for payment set out in this Agreement it shall pay default interest in the statutory amount to the Seller, unless the Buyer can show that the default with payment of the Purchase Price was caused by a late release of funds by the organization providing subsidies.
- 11.4. If any equipment that is the subject matter of delivery hereunder falls short of the minimum parameters required by the Buyer and specified in the Seller's Bid then the Buyer may charge to the Seller a contractual penalty in the amount of 10% of the Purchase Price specified in this Agreement; moreover, the Buyer may, at its discretion, choose to withdraw from this Agreement. The liable Party shall pay justified contractual penalties to the entitled Party within 15 calendar days from the day on which it received the relevant bill from the other contracting Party.
- 11.5. The Parties have ruled out application of Section 2050 of the Civil Code.
- 11.6. The Buyer shall always retain its right to claim a compensation for damages.



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## 12. TERMINATION

- 12.1. This Agreement may be terminated by its fulfillment, by a mutual agreement between the Parties or by withdrawal from the Agreement on the grounds set out by law or in this Agreement.
- 12.2. Further, the Buyer shall be entitled to withdraw from this Agreement without any penalty if any of the following events occurs:
- a material breach of obligations imposed on the Seller by this Agreement;
  - an insolvency procedure has been conducted against the Seller;
  - the Seller should have been disqualified from participation in the Tendering Procedure (Section 223 (2) (a) of PPA);
  - prior to the awarding of the public contract the Seller presented data, documents, samples or models that did not correspond to the actual facts and they had or could have had an effect on selection of the supplier (Section 223 (2) (b) of PPA), or
  - the selection of the supplier (i.e. the Seller) is associated with a serious breach of duties of the member state within the meaning of Article 258 of the Treaty on the Functioning of the European Union, as per a ruling by the European Court of Justice (Section 223 (2) (c) of PPA).
- 12.3. The Seller may withdraw from this Agreement in the event of a material breach of the Agreement by the Buyer. A failure to pay the Purchase Price for the performance within the time period set out in this Agreement, in spite of a written reminder by the Seller and in spite of the fact that the Seller granted to the Buyer a reasonable additional period of time to meet the obligation, shall be classified as a material breach of this Agreement.
- 12.4. The Buyer shall be also entitled to withdraw from the Agreement only with respect to a part of the performance (delivery).



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## 13. REPRESENTATIVES OF THE PARTIES; NOTICES

- 13.1. Promptly upon the execution of this Agreement the Parties shall provide each other with names and details of their contact persons.
- 13.2. Each Party must see to it that the details of their contact person are and remain up-to-date. The change of contact persons or their details requires no amendment to this Agreement. Such changes shall become effective on the third business day after the relevant notice about the change has been delivered to the other contracting Party.
- 13.3. Unless agreed otherwise herein, any notices the Parties need or wish to provide to each other hereunder shall be given in writing and delivered to the other Party using a licensed courier service, personal delivery (with written confirmation of receipt), or by registered mail using the postal service operator; any such notice shall be deemed delivered on the third business day after it was sent, however, if sent to an address in a foreign country, on the fifteenth business day after it was sent.

## 14. GOVERNING LAW

- 14.1. This Agreement and any legal relations arising hereunder shall be governed by the laws of the Czech Republic.
- 14.2. The contracting Parties take due note of the fact and acknowledge that in matters not expressly regulated by this Agreement provisions of the Civil Code shall apply.
- 14.3. Any and all disputes arising from this Agreement or from legal relations connected herewith shall be resolved by negotiations between the Parties. If the Parties are unable to settle a dispute by negotiations within sixty (60) days then either Party may ask the competent court in the Czech Republic to decide the dispute.



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## 15. INTELLECTUAL PROPERTY RIGHTS

- 15.1. This Article shall be only applied in the event that the delivered goods include software that is necessary for proper use and enjoyment of the goods or if the Buyer has stipulated within the performance specification that software forms a part of the performance.
- 15.2. The contracting Parties represent that they have agreed that the Seller's remuneration for provision of the software license has been included in the price of the goods.
- 15.3. The Seller represents that granting of the license to the Buyer does not infringe any intellectual property rights of third persons and that the Seller has the right to transfer the license to the Buyer. In the event that the Seller fails to observe this provision it undertakes to settle any and all claims made by third parties on the grounds of infringement of third-party's intellectual property rights and also to compensate the Buyer for any loss incurred in this connection.
- 15.4. By the way of this Agreement the Seller grants to the Buyer a license to use the software that forms a part of the subject matter of the performance as specified in Annex No. 1 hereto, in the form of a non-exclusive, non-transferable right to use the said part of the subject matter of the performance, which is not limited by time or geographical area, **[the participant in the Tendering Procedure shall modify this provision in accordance with its bid so that the specification and number of the license(s) correspond to the participant's bid and so that the scope of rights to use the software allows proper use and enjoyment of the equipment in line with the absolute technical requirements set out in the tender documents, without incurring any additional license fees].**
- 15.5. The Seller represents that it holds the copyright to the software and that it has granted no prior exclusive license for that software to any third party (unless the exclusive licensee has provided written consent with the conclusion of this Agreement), or that it is at least entitled to exercise the rights to said software in a manner that includes granting of a license to the Buyer within the scope of this Agreement.



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## 16. FINAL PROVISIONS

- 16.1. The Seller considers the fulfillment of the Contracting Authority's invitation made pursuant to Section 122 (3) of PPA to be the "more detailed conditions of cooperation before the conclusion of the agreement " within the meaning of Section 104 (1) (e) of PPA.
- 16.2. This Agreement, including its Annexes, represents a complete and entire agreement between the Buyer and the Seller.
- 16.3. The Seller agrees that the Buyer may publish the Agreement in accordance with Act No. 340/2015 Coll. in its entirety, including the Annexes forming an integral hereof because neither the Agreement nor the Annexes contain any information the disclosure of which would constitute an unauthorized infringement of rights or obligations of the Seller or its employees.
- 16.4. The Seller shall not have the right to assign to any third Party any receivable acquired under this Agreement or in connection herewith. The Seller shall not have the right to assign the rights and obligations arising from this Agreement, or any part thereof, to a third party.
- 16.5. If any provision of this Agreement is later found or determined invalid, ineffective, void, or unenforceable, then such invalidity, ineffectiveness, nullity or unenforceability shall not make this Agreement invalid, ineffective, void or unenforceable as a whole. In such a case the Parties shall promptly clarify such a defective provision within the meaning of Section 553 (2) of the Civil Code or replace such a defective provision, based on a mutual agreement, with a new provision that best reflects the Parties' intentions at the time of conclusion of the Agreement and to the extent allowed under the Czech law.
- 16.6. This Agreement shall come into force on the day of its conclusion. The day of its conclusion is the date specified next to the Parties' signatures. If there are several dates given next to the Parties' signatures the latest date shall apply as the day of conclusion. This Agreement shall come into effect on the day of its disclosure in the register of contracts as envisioned by Act No. 340/2015 Coll., on the contract register.





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- 16.7. The Parties have agreed that information (such as personal data, business secrets), unless properly previously marked (in blue) as agreed by the Parties, may be disclosed in the contract register in accordance with Act No. 340/2015 Coll., on the contract register.
- 16.8. All the information that the Parties agreed to remove from the duty of disclosure in the contract register kept by the Czech Ministry of Interior shall be made illegible before the disclosure of the Agreement in the contract register.
- 16.9. The Parties have agreed that it shall be the Buyer's responsibility to make sure that the Agreement is disclosed in the contract register in accordance with Act No. 340/2015 Coll.
- 16.10. Any amendment to or changes of this Agreement shall be always made through written and numbered amendments which shall indicate the time place at which they were made and which shall be signed by authorized representatives of the Parties. The Parties have expressly ruled out the possibility to modify this Agreement in any other way, as per Section 564 of the Civil Code.



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16.11. Subject to the conditions set out in this Agreement, the Seller undertakes:

- (i) to archive any and all documents drawn up for performance of the subject matter hereof and to allow to authorized personnel to exercise oversight of the project from which the performances envisioned by this Agreement will be paid, and to review any documents related to such performance.
- (ii) to allow execution of checks, audits and inspections of the project, including state supervision (hereinafter "reviews") and to provide necessary assistance during the same, including provision of documents in the scope necessary for reviewing of the given transactions to the bodies authorized to perform reviews under the laws of the European Communities and the European Union and the laws of the Czech Republic, i.e. in particular, to allow a full review of the project implementation in accordance with Act No. 320/2001 Coll., on financial control in public administration and on amendment to some other acts 'Act on Financial Control), as amended, and in accordance with Act No. 255/2012 Coll., on inspections (the Inspection Code), as amended. This concerns, in particular, reviews and audits of the project performed by the Managing Body, the European Court of Auditors, the European Commission, the Supreme Audit Office, the Audit Authority, tax offices and the Payment and Certification Body. The Seller shall also ensure that this is also met by its potential suppliers.

.....

16.12. If either Party is in breach of any obligation under this Agreement or the Party could and should have known about such a breach it shall promptly notify the other Party that might be harmed and inform it about the possible consequences; in that case the injured Party shall not be entitled to compensation of that portion of the damage that it could have averted after such a notice.

16.13. This Agreement has been drawn up in Czech in four (4) counterparts and each such counterpart shall have the power of the original. Each Party shall receive two (2) counterparts hereof. With the exception of Annex No. 2, the following Annexes form an integral part of this Agreement:



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- Annex No. 1: Technical Performance Specification (this Annex shall be provided prior to the execution of this Agreement. The Annex to the present agreement shall consist of a table containing the Absolute (minimum) technical requirements, which are included in Annex No. 3 to the tender documents)
- Annex No. 2: Seller's Bid as submitted in the Tendering Procedure (a separate Annex that will not be attached to this Agreement, whereas both Parties hereby represent that they have a copy thereof)
- Annex No. 3: Specification of the parameters of the equipment (this Annex shall be supplemented prior to the execution of this Agreement based on the Bid submitted by the participant in the Tendering Procedure)

The Parties agree with the whole content of this Agreement and in witness whereof they have attached their respective signatures.

In \_\_\_\_\_ on \_\_\_\_\_, 2017

on behalf of the Seller:

\_\_\_\_\_  
.

Name: \_\_\_\_\_

Position: \_\_\_\_\_

In České Budějovice on \_\_\_\_\_, 2017

on behalf of the Buyer:

\_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_