



EUROPEAN UNION
European Structural and Investment Funds
Operational Programme Research,
Development and Education



Buying contract

NÁRODNÍ ÚSTAV DUŠEVNÍHO ZDRAVÍ/ NATIONAL INSTITUTE OF MENTAL HEALTH,

state-funded institution

Identification number: 00023752

Registered office: Topolová 748, 250 67 Klecany, Czech Republic

Represented by Mr. prof. MUDr. Cyril Höschl, DrSc. FRCPsych, director

(hereinafter referred to as **“Buyer”**)

and

Competitor:

Identification number:

Tax identification number:

Registered office:

Represented by:

(hereinafter referred to as **“Seller”**)

Concluded, on this day, in accordance with the provision of Article 2079 and the subsequent Act No. 89/2012 Coll., Civil Code, as amended, this buying contract.



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I.

Subject matter of the contract

- 1.1. Subject of the sale in accordance with this contract is software specified in more detail in the Annex 1 to this contract (hereinafter referred to as **“Subject of the sale”**).
- 1.2. Under this contract, the Seller agrees to transfer the Subject of the sale, specified in the Clause I, subsection 1.1 of this contract, or more precisely in the Annex 1 to this contract, to the Buyer and the Buyer accepts the ownership of the Subject of the sale at the Purchase price agreed below.

II.

Purchase price and terms of payment

- 2.1. Contracting parties agreed on the Purchase price of the Subject of the sale amounting to:
- | | |
|--|-----------------------|
| | EUR exclusive of VAT, |
| | EUR VAT, |
| | EUR inclusive of VAT |

(hereinafter referred to as **“Purchase price”**)

- 2.2. The Seller is obliged issue proper tax document (invoice).
- 2.3. The invoice – tax document – must include above all:
- business name and registered office of the Buyer
 - VAT identification number of the Buyer
 - business name and registered office of the Seller
 - VAT identification number of the Seller
 - registration number of the tax document
 - scope of fulfilment of the contract and subject matter of the contract
 - date of issue of the tax document
 - date of taxable supply or date of the receipt of payment, that is, the earlier day in the event that it differs from the date of issue of the tax document
 - price for performance of the subject matter of the contract
 - declaration that the performance of the subject matter of the contract was realized for the purposes of the “National Institute of Mental Health (NUDZ)” project, project registration no. CZ.02.1.01/0.0/0.0/16_025/0007444, within the Research, Development and Education Operational Programme (hereinafter referred to as “OP VVV”),

as well as all legal essentials established by the provision of the Article 28 of the Czech Act No. 235/2004 Coll., on the value added tax, as subsequently amended.



Unless expressly stated otherwise, all prices specified in this Agreement are quoted without applicable value added tax (VAT) that shall be charged by the Seller in compliance with applicable regulations valid as of the date of the taxable transaction.

The obligation of VAT calculation and return for the delivered goods in Czech Republic pertains to Buyer.

III.

Delivery of the subject matter of the contract

- 3.1. Place of delivery is the NUDZ building in Klecany.
- 3.2. The contracting parties agreed that the delivery of subject of the sale will take place, at the latest, within the period of 4 (in words: four) weeks from the day this contract come into force.

IV.

Licence

- 4.1. The Seller provides to the Buyer licences to the Subject of the Sale.

V.

Withdrawal from the contract

- 5.1. Withdrawal is possible in cases established by this contract or by the law.
- 5.2. The Buyer is entitled to withdraw from the contract if:
 - a) the Seller delays the delivery of the Subject of the sale by more than 10 (in words: ten) days;
 - b) the delivered Subject of the sale does not have the properties specified by this contract;
 - c) the Buyer finds out the Seller is failing to fulfil or, with regard to all circumstances, will objectively be unable to fulfil his obligations in accordance with this contract properly and in time;
 - d) the expenses he would incur as a result of this contract will be considered by the Operační program Výzkum, vývoj a vzdělávání (Research, Development and Education Operational Programme) Governing authority incorrect or unacceptable, for example owing to the breach of the OP VVV Rules for selection of contractors or finding that participating in the processing of the Buyer's offer submitted for the tender was an employee of the Buyer or a member of the realisation team of the Národní ústav duševního zdraví (National institution of mental health; hereinafter referred to as NUDZ) project, or a person who, on the basis of a contractual relation, participated in



- the preparation or assignment of the tender leading to conclusion of the contract; or if the Buyer's offer was processed jointly by the Buyer and a person who is an employee of the Buyer or a member of the realisation team of the NUDZ project, or a person who, on the basis of a contractual relation participated in the preparation or assignment of the tender, the purpose of which was a conclusion of the contract; or if a subcontractor within the contract is an employee of the Buyer, member of the realisation team of the NUDZ project or a person who, on the basis of a contractual relation, participated in the preparation or assignment of the tender after the conclusion of the contract;
- e) the provision of financial means by OP VVV for the NUDZ project will be suspended or terminated.

VI.

Other provisions

- 6.1.** In accordance with the Section 2 (e) of Act No. 320/2001 Coll. on financial inspection in public administration, as amended, the Seller is under obligation to cooperate in carrying out financial inspection and lay potential subcontractors under an equivalent obligation accordingly. The Seller is also obliged to ensure that the Governing Authority for the Research, Development and Education Operational Programme has, as part of its controlling task, the right of access lasting for at least 3 (three) years commencing on December 31 following the presentation of the financial statement in which the expenditures associated with this project will be reported, pursuant to Art. 140 of the regulation of the European Parliament and of the Council (EU) no. 1303/2013 (unless the Czech system of law stipulates a longer term), to those parts of offers, contracts and relating documents, which are subject to protection under special regulations (e.g. trade secret, classified information), provided that legal requirements imposed by the regulations are met (e.g. by Act no. 255/2012 Coll., providing for control (rules of control), as amended. Likewise, the Seller is under obligation to ensure the OP VVV Governing authority is also entitled to check potential subcontractors (substitutes) of the Seller in a similar manner.
- 6.2.** The Seller is under obligation to comply with the requirements for mandatory publicity within Structural Funds programmers as laid down by the Publicity Rules within the OP VVV (see chapter nr. 17 Publicity Rules), specifically in all relevant documents pertaining to specific selection procedure or process and in all contracts and other documents associated with specific contract.

VII.

Final provisions

- 7.1.** This contract shall enter in to force and shall take effect on the day of signature by the last participant in this contract. Any changes and amendments to this contract, as well as, as the case may be, the termination of this contract must be made in writing.



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- 7.2. Issues, which are not amended by this contract are governed by general terms of the Seller. _____
- 7.3. All annexes to this contract constitute its integral part.
- 7.4. This contract is executed in four copies and each contracting party shall receive two counterparts.

Annexes:

Annex 1 to the Contract - The object of purchase specification

In Klecany

In _____

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Národní ústav duševního zdraví

příspěvková organizace

zast. prof. MUDr. Cyrilem Höschlem, DrSc. FRCPsych, ředitelem

