



PURCHASE CONTRACT

This purchase contract ("**Contract**") was concluded pursuant to section 2079 *et seq.* of the act no. 89/2012 Coll., Civil Code ("**Civil Code**"), on the day, month and year stated below by and between:

- (1) **Institute of Physics of the Academy of Sciences of the Czech Republic, a public research institution,**

with its registered office at: Na Slovance 2, Praha 8, PSČ: 182 21,

registration no.: 68378271,

represented by: RNDr. Michael Prouza, Ph.D., director

("Buyer"); and

- (2) **Instrumentation Technologies, d.o.o.,**

with its registered office at: Velika pot 22, 5250 Solkan, Slovenia

registration no.: 1277022

represented by: Elvis Janežič, director

("Seller").

(The Buyer and the Seller are hereinafter jointly referred to as "**Parties**" and individually as "**Party**".)

WHEREAS

- (A) The Buyer is a public contracting authority and the beneficiary of public grants for projects within the Operational Programme Research, Development and Education.
- (B) For the successful realization of projects it is necessary to purchase the Objects of Purchase (as defined below) in accordance with the act no. 134/2016 Coll., on public procurement, and Rules for the Selection of Suppliers within the Operational Programme Research, Development and Education.
- (C) The Seller wishes to provide the Objects of Purchase to the Buyer for consideration.
- (D) The Seller's bid for the public procurement entitled "*Processing electronics for LUIS BPM system (Electron beam diagnostics)*", whose purpose was to procure the Objects of Purchase ("**Public Procurement**"), was selected by the Buyer as the most suitable.

IT WAS AGREED AS FOLLOWS:



1. BASIC PROVISIONS

1.1 Under this Contract the Seller shall hand over to the Buyer 5 pieces of the cavity BPM processing units (including all accessories) that are described in Annex 1 (*Technical Specification*) to this Contract in the quality described therein (“**Objects of Purchase**”) and shall transfer to the Buyer ownership right to the Objects of Purchase, and the Buyer shall take over the Objects of Purchase and shall pay the Seller the Purchase Price (as defined below), all under the terms and conditions stipulated in this Contract.

1.2 Under this Contract the Seller shall also:

- a) transport the Objects of Purchase to the place of delivery under the conditions stipulated in Annex 1 (*Technical Specification*);
- b) to elaborate and hand over to the Buyer operational and maintenance manuals of the Objects of Purchase in the extent specified in Annex 1 (*Technical Specification*) or other documents which are necessary for the proper takeover and use of the Objects of Purchase in Czech or English language;
- c) carry out other activities specified in Annex 1 (*Technical Specification*); and
- d) cooperate with the Buyer during the performance of this Contract (“**Related Activities**”).

2. THE PLACE OF DELIVERY

The place of delivery is at the address: Fyzikální ústav AV ČR v.v.i/ELI beamlines, Průmyslová 836, post code 252 41, Dolní Břežany, Czech Republic.

3. THE TIME OF DELIVERY

The Seller shall deliver the Objects of Purchase within 6 months from the effectiveness of this Contract.

4. THE OWNERSHIP RIGHT

The ownership right to the Objects of Purchase shall be transferred to the Buyer upon the acceptance of the Objects of Purchase by the Buyer.

5. PRICE AND PAYMENT TERMS

5.1 The purchase price for the Objects of Purchase is 63.850,- EUR (“**Purchase Price**”) without value added tax (“**VAT**”). VAT will be paid in accordance with the applicable legal regulations.

5.2 The Purchase Price cannot be exceeded and includes all costs and expenses of the Seller related to the performance of this Contract. The Purchase Price includes, among others, all



- expenses related to the handover and acceptance of the Objects of Purchase and execution of Related Activities, costs of copyright, insurance, customs, warranty service and any other costs and expenses connected with the performance of this Contract.
- 5.3 The Purchase Price for the Objects of Purchase shall be paid in EUR on the basis of a tax document – invoice, to the account of the Seller designated in the invoice. The invoice may be issued by the Seller after the acceptance of the Objects of Purchase by the Buyer.
- 5.4 The Buyer shall realize payments on the basis of duly issued invoices within 30 days from their receipt (maturity period). The invoice shall be considered to be paid for on the day when the invoiced amount is deducted from the Buyer's account on behalf of the Seller's account. To avoid any doubts Parties declare that if on the invoice is stated a maturity period that is shorter than 30 days, then such maturity period may be disregarded by the Buyer.
- 5.5 The invoice issued by the Seller as a tax document must contain all information required by the applicable laws of the Czech Republic. Invoices issued by the Seller in accordance with this Contract shall contain in particular following information:
- a) name and registered office of the Buyer,
 - b) tax identification number of the Buyer,
 - c) name and registered office of the Seller,
 - d) tax identification number of the Seller,
 - e) registration number of the tax document,
 - f) scope of the performance (including the reference to this Contract),
 - g) the date of the issue of the tax document,
 - h) the date of the fulfilment of the Contract,
 - i) Purchase Price,
 - j) registration number of this Contract, which the Buyer shall communicate to the Seller based on Seller's request prior to the issuance of the invoice,
 - k) declaration that the performance of the Contract is for the purposes of a specific project (the number and the title of the project shall be communicated to the Seller based on Seller's request prior to the issuance of the invoice).
- 5.6 The Buyer prefers electronic invoicing on the following address: efaktury@fzu.cz.
- 5.7 In case that the invoice shall not contain the above mentioned information, the Buyer is entitled to return it to the Seller during its maturity period and this shall not be considered as a default. The new maturity period shall begin from the receipt of the supplemented or corrected invoice to the Buyer.



6. **SELLER'S DUTIES**

- 6.1 The Seller shall ensure that the Objects of Purchase and Related Activities are in compliance with this Contract including all its annexes and applicable legal (e.g. safety), technical and quality norms.
- 6.2 During the performance of this Contract the Seller proceeds independently. If the Seller receives instructions from the Buyer, the Seller shall follow such instructions unless these are against the law or in contradiction to this Contract. If the Seller finds out or should have found out if professional care was exercised that the instructions are for any reason inappropriate or illegal or in contradiction to this Contract, then the Seller must notify the Buyer.
- 6.3 All things necessary for the performance of this Contract shall procure the Seller, unless this Contract stipulates otherwise.
- 6.4 The Seller is aware that the Buyer does not have at its disposal premises for the storage of packaging and, therefore, shall not store packaging of the Objects of Purchase. The absence of original packaging cannot be an excuse for refusal of elimination of defects of the Objects of Purchase.

7. **HANDOVER AND ACCEPTANCE OF THE OBJECTS OF PURCHASE**

- 7.1 The Objects of Purchase shall be delivered to the place of delivery and handed over to the Buyer within the time stipulated in this Contract.
- 7.2 If the Seller fails to duly carry out all Related Activities or if the Objects of Purchase does not meet requirements of this Contract, the Buyer is entitled to refuse the acceptance of the Objects of Purchase. In such a case the Seller shall remedy the deficiencies within ten (10) working days, unless Parties agree otherwise. The Buyer is entitled (but not obliged) to accept the Objects of Purchase despite the above mentioned deficiencies, in particular if such deficiencies do not prevent the Buyer in the proper operation of the Objects of Purchase. In such a case the Buyer shall notify the deficiencies to the Seller. The Seller shall remove the deficiencies within ten (10) working days, unless Parties (due to the nature of deficiencies) agree otherwise.

8. **WARRANTY**

- 8.1 The Seller shall provide a warranty of quality of the Objects of Purchase for the period of 24 months. If on the warranty list or other document is the warranty period of longer duration, then this longer warranty period shall have priority over the period stated in this Contract.
- 8.2 The warranty period shall begin on the day of the acceptance of the Objects of Purchase by the Buyer.



- 8.3 The Seller shall remove defects that occur during the warranty period free of charge and in the terms stipulated in this Contract.
- 8.4 If the Buyer ascertains a defect of the Objects of Purchase during the warranty period, the Buyer shall notify such defect without undue delay to the Seller. Defects may be notified on the last day of warranty period, at the latest.
- 8.5 The Buyer notifies defects in writing via e-mail. The Seller shall accept notifications of defects on the following e-mail address: support@i-tech.si. The Seller shall confirm within 24 hours from the receipt of the notification.
- 8.6 In the notification the Buyer shall describe the defect and the manner of removal of the defect. The Buyer has the right to:
- a) ask for the removal of the defect by the delivery of new Objects of Purchase or its individual parts, or
 - b) ask for the removal of the defect by repair, or
 - c) ask for the reasonable reduction of the Purchase Price.

The choice among the above mentioned rights belongs to the Buyer. The Buyer shall take into account the recommendation of the Seller.

- 8.7 The Seller shall remove the defect within 10 working days from its notification, unless Parties agree otherwise due to the nature of the defect or special circumstances of the case.
- 8.8 Parties shall execute a protocol on the removal of the defect, which shall contain the description of the defect and the confirmation that the defect was removed. The warranty period shall be extended by a period of time that elapses between the notification of the defect until its removal.
- 8.9 In case that the Seller does not remove the defect within stipulated time or if the Seller refuses to remove the defect, then the Buyer is entitled to remove the defect at his own costs and the Seller shall reimburse these costs within 10 days after the Buyer's request to do so.
- 8.10 The warranty does not cover defects caused by unprofessional manipulation or by the failure to follow Seller's instructions for the operation and maintenance of the Objects of Purchase.

9. **PENALTIES**

- 9.1 If the Seller is in delay with the removal of the defect, the Seller shall pay to the Buyer a contractual penalty in the amount of 0,05% of the Purchase Price for every (even commenced) day of delay.
- 9.2 The Seller shall pay contractual penalties within fifteen (15) days from the day, on which the Buyer enumerated its claims. The payment of contractual penalties shall not affect the



right of the Buyer to damages even to the extent to which such damages exceeds the contractual penalty.

9.3 The total amount of contractual penalties imposed on the Seller shall not exceed 7% of the Purchase Price.

9.4 The Buyer is entitled to unilaterally set off claims arising from the contractual penalties against the claim of the Seller for the payment of the Purchase Price.

10. **RIGHT OF WITHDRAWAL**

10.1 The Buyer is entitled to withdraw from this Contract without any penalties, if any of the following circumstances occur:

- a) the Seller shall be in delay with the fulfilment of this Contract and such delay lasts more than 2 weeks;
- b) the insolvency proceeding is initiated against the Seller; or
- c) the Buyer ascertains that the Seller provided in its bid for the Public Procurement information or documents that do not correspond to the reality and that had or could have had impact on the result of the tendering procedure, which preceded the conclusion of this Contract.

11. **SPECIAL PROVISIONS**

By signing this Contract, the Seller becomes a person that must cooperate during the finance control within the meaning of Section 2 letter e) of the act no. 320/2001 Coll., on finance control in the public administration, and shall provide to the Directing Body of the Operational Programme Research, Development and Education or other control bodies access to all parts of the bid, Contract or other documents that are related to the legal relationship formed by this Contract. This duty also covers documents that are subject to the protection in accordance with other acts (business secrets, secret information, etc.) provided that control bodies fulfil requirements stipulated by these acts. The Seller shall secure that all its subcontractors are also obliged to cooperate with control bodies in the above stipulated extent. The possibility of effective control must be preserved until the year 2033.

12. **SOFTWARE AND FPGA CODE**

12.1 The Seller grants to the Buyer a right to use the Software and FPGA Code mentioned in the REQ-028236/A of the Annex 1 to this Contract (hereinafter referred to as the “**Software**”) in the original or modified version, in connection with other work or independently (“**License**”).

12.2 License is granted

- a) free of charge;



- b) as exclusive;
- c) for all manners of use within the meaning of the Section 12(4) of the act no. 121/2000 Coll., on copyright, as amended;
- d) without any time restriction;
- e) for the whole world (i.e. without any geographical restriction); and
- f) under the condition that the Buyer is entitled not to use the License.

12.3 The Seller hereby grants permission to the Buyer to change or modify the Software.

12.4 The Seller hereby represents and warrants to the Buyer that:

- a) the Seller is entitled to use and enforce all author's rights to Software, in particular if Software was created by employees or by more than one author, and, therefore, the Seller received all consents and permissions from authors and ensured that the Buyer may use the Software properly and without any disturbance;
- b) all rewards to the authors of Software were provided by the Seller;
- c) the Seller did not grant license to Software to any other person in the extent that could disturb the License of the Buyer; and
- d) the Seller is entitled to grant License to the Buyer in the extent specified in this Contract.

13. FINAL PROVISIONS

13.1 This Contract is governed by the laws of the Czech Republic, especially by the Civil Code.

13.2 The terms and conditions of this Contract represent the whole agreement between the Parties regarding the subject matter of this Contract and any prior or oral agreements have been either consolidated into this Contract or are disregarded by the Parties.

13.3 Parties acknowledge that this Contract shall be published in the Register of Contracts in accordance with the Act no. 340/2015 Coll., on the Register of Contracts.

13.4 All disputes arising out of this Contract or out of legal relations connected with this Contract shall be preferable settled by a mutual negotiation. In case that the dispute is not settled within sixty (60) days, such dispute shall be decided by courts of the Czech Republic in the procedure initiated by one of the Parties.

13.5 The Seller is not entitled to set off any of its claims or his debtor's claims against the Buyer's claims. The Seller is not entitled to transfer its claims against Buyer that arose on the basis or in connection with this Contract on third parties. The Seller is not entitled to transfer rights and duties from this Contract or its part on third parties.

13.6 All modifications and supplements of this Contract must be in writing.



- 13.7 If any of provisions of this Contract are invalid or ineffective, the Parties are bound to change this Contract in such a way that the invalid or ineffective provision is replaced by a new provision that is valid and effective and to the maximum possible extent correspond to the original invalid or ineffective provision.
- 13.8 This Contract is executed in four (4) counterparts and every Party shall receive two (2) counterparts.
- 13.9 An integral part of this Contract is Annex 1 (*Technical Specification*) including all its annexes. If Annex 1 (*Technical Specification*) uses the term “Contracting Authority”, it means Buyer and if it uses the term “Supplier”, it means Seller.
- 13.10 This Contract shall be valid on the date of the signature of both Parties and effective on the day, on which it is published in the Register of Contracts.

IN WITNESS WHEREOF attach Parties their signatures:

Buyer

Signature: _____

Name: RNDr. Michael Prouza, Ph.D., director

Position: director

Date:

Seller

Signature: _____

Name: Elvis Janežič

Position: CEO

Date:



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



MINISTRY OF EDUCATION,
YOUTH AND SPORTS

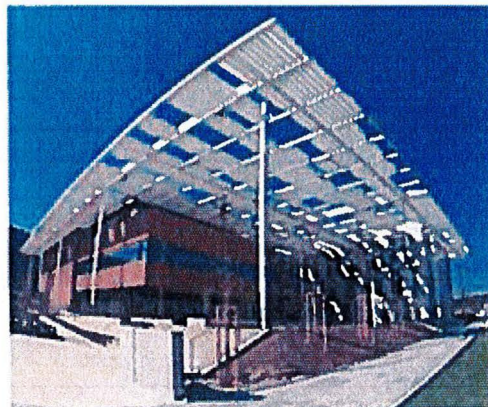
ANNEX 1

TECHNICAL SPECIFICATION

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[RSD Product Category A]

**Processing electronics for LUIS BPM system
(Electron beam diagnostics)
TP20_008**




Keywords

Beam position monitor, control software, requirements

	Position	Name
Responsible person	LUX researcher	Konstantin Kruchinin
Prepared by	LUX researcher	Konstantin Kruchinin

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Georg Korn	Science and Technology Manager, Scientific coordinator of RP2-6	02.01.2020	

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1. Introduction

1.1. Purpose

This Requirements Specification Document (RSD) lists the technical requirements and constraints on product applying in RA2 program of ELI project. This can lead to the identification of product interfaces with the ELI science-based technology and ELI building facility. This RSD also acts as the parent document for the technical requirements that need to be addressed in lower-level design description documents.

1.2. Scope

This RSD contains all of the technical requirements: functional, performance, operational and design, delivery, safety and quality requirements for the following product (*tender N° TP20_008*): **BPM processing electronics (further "BPM units")**. The BPM units are registered in the PBS database under the following PBS code: E.E5.LUX.ELE.7 (*LUX, Electron beam diagnostics*).

These BPM units are products Category A according to the ELI Beamlines RSD categories. The category A is an Off-the-shelf Product without the necessity of modifications and necessity to be subjected to a verification programme (review of design, inspection and testing) for ELI applications by the actual project specifications. All verification activities performed by a supplier shall be executed in accordance with the supplier's plan of outgoing inspection and tests. The verification of all specified parameters listed in this RSD shall be undertaken by the supplier before delivery to the ELI Beamlines facility. Furthermore, the BPM units may be subject to testing and verification upon delivery to the ELI Beamlines facility by qualified personnel. All non-conformances (if any) must be addressed by the supplier in a timely manner.

1.3. Terms, Definitions and Abbreviations

For the purpose of this document, the following abbreviations apply:

Abbreviation	Meaning
ADC	Analogue to Digital Converters
BPM	Beam Position Monitor
CA	Contracting Authority (Institute of Physics AV CR, v. v. i.)
ELI	Extreme Light Infrastructure
FPGA	Field Programmable Gate Arrays
LVTTTL	Low-Voltage Transistor-Transistor Logic
NDA	Non-Disclosure Agreement
OS	Operating System
Pcs	pieces
RF	Radio Frequency
RSD	Requirements Specification Document
SD	Secure Digital

For the purpose of this document, the following definitions are applied:

- A **Rack Unit** (abbreviated **U** or **RU**) is a unit of measure defined as 44.45 mm of vertical space that equipment occupies in the rack according to EIA-310.

1.4. References to Standards

If this document includes references to standards or standardized/ standardizing technical documents the CA allows/permits also another equal solution to be offered. If a supplier offers another equal solution the CA shall not reject its bid, once the supplier by appropriate means in the bid proves that the offered supplies, services or works meet in an equivalent manner the requirements including references to standards or technical documents.

2. Functional, Performance and Design requirements

2.1. General requirements

REQ-028236/A

The Supplier shall deliver **5 pcs of the cavity BPM processing units** with the following specifications:

- Commercial Cavity BPM readout system on a 19", 1U rack-mountable chassis, passive cooled;
- 3 RF inputs able to acquire three signals (X,Y,I) at 6.47 GHz and 1 Reference input at 100 MHz;
- 1 LEMO LVTTTL trigger input for data acquisition - supporting up to 100 Hz trigger frequency;
- Gigabit Ethernet interface and booting from SD card;
- 500 MSPS - 14 bit ADCs, Xilinx ZYNQ FPGA;
- Linux-based OS;
- ADC raw data available on buffer;
- Position information delivered on a separate data stream, pulse by pulse;
- Software and FPGA code available for developing;
- Tango DS delivered with the instrument for Control System integration.

NOTE: The CA promises to the Supplier that the software and FPGA code shall:

- *not use the source code for the commercial purposes (i.e. for the profit);*
- *not hand over the source code to the third parties;*
- *maintain the confidentiality with respect to know-how gained from the source code.*

3. Delivery requirements

3.1. General requirements

REQ-028237/A

The transportation to the final destination shall be conducted by the Supplier.

NOTE: The bid price will be considered by the CA as the final price, including transportation cost.

REQ-028238/A

The **BPM units** and its components shall be delivered in a protective package preventing damage and contamination. The **BPM units** shall be cleaned and packaged in compliance with the cleanliness of class 7 according to ČSN EN ISO 14644 (equivalent to EN ISO 14644).

NOTE: If the Supplier cannot fulfil class 7 cleanliness requirements, the Supplier and the CA shall agree on the cleaning methods to be used to achieve the corresponding level of cleanliness (see REQ-028240/A).

4. Safety requirements

REQ-028239/A

The Supplier shall supply a Declaration of Conformity or any other equivalent document legally recognized and accepted in the Czech Republic for each product type if the appropriate legislation determines the Supplier's obligation to have a Declaration of Conformity (or the equivalent document) for the purposes of a Device sale in the Czech Republic to fulfil the requirements of 2001/95/EC directive or applicable Czech law.

5. Quality requirements

5.1. General Quality requirements

REQ-028240/A

The Supplier shall provide Instructions for use (Product User Manual) as part of the delivered product. Completeness of the Manual shall be approved by the CA. The Manual shall include the instructions and descriptions regarding the following procedures:

- transport, handling and storage;
- installation and cleaning (see REQ-028238/A);
- safe operation and maintenance procedures.

REQ-028241/A

The Supplier shall provide information on the execution of the outgoing check of the BPM units and ensure their completeness. At least this information shall comprise a declaration about the execution of outgoing check and declaration of conformity with technical requirements defined by the product RSD.

REQ-028411/A

The Supplier shall provide measurement protocols outlining the results of tests executed for each individual unit to confirm specification conformity (see REQ-028241/A).

REQ-028242/A

The Supplier shall establish and maintain a nonconformity control system compatible with ČSN EN ISO 9001 (equivalent to EN ISO 9001).

