



Czech Development Agency

Nerudova 3, 118 50 Prague 1
tel.: +420 251 108 130, fax: +420 251 108 225
www.czechaid.cz

Ref. no.: 282162/2020-ČRA

Purchase contract

Contracting parties:

Buyer: **The Czech Republic – The Czech Development Agency**
Represented by: Mgr. Jan Slíva, Director
Registered office: Nerudova 3, 118 50 Prague 1
Contact person: Ing. et Mgr. Petra Mojžíšová
Tel.: [REDACTED]
E-mail: [REDACTED]
Reg. no: 75123924
Bank: Czech National Bank, Na Příkopě 28, Prague 1
Account no.: 0000 – 72929011/0710
(hereinafter referred to as the “**buyer**”)

and

Seller: **Charita Česká republika (CCR)**
Represented by: Mgr. et Mgr. Lukáš Curylo
Registered office/place of business: Vladislavova 1460/12, 110 00, Praha 1
ID/reg. no.: 70100969
Tax identification no.: CZ70100969
Bank: Raiffeisenbank a.s.
Account no.: 1021005307/5500
Person authorised in contractual matters: [REDACTED]
Person authorised in technical matters: [REDACTED]
Tel.: [REDACTED]
E-mail: [REDACTED]
(hereinafter referred to as the “**seller**”)

entered, on the below day, month and year, into this purchase contract:

Section 1 Subject matter of the contract

1. Under this contract, the seller undertakes to deliver the medical equipment specified in section 2 of this contract (hereinafter referred to as the “**object of the purchase**”) to the buyer and allow him/her to acquire the property rights to it, and the buyer undertakes to accept the object of the purchase and pay the seller the purchase price.
2. The seller undertakes to deliver the object of the purchase to the place of

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delivery specified in section 3 of this contract, including its installation and put it into operation and train the user on its correct operation. The seller will arrange and cover costs for transport of the object of the purchase to the Zugdidi Screening Centre, delivery insurance, and will cover duty and any other charges and taxes imposed in connection with the import of the goods in the country of delivery. The seller also undertakes to pay levies on imports and exports, license or other fees in connection with the delivery of the goods until they are handed over at the place of delivery.

3. The seller will ensure all the necessary permit, documents and certificates required for legal delivery and operation of the required medical equipment in Georgia (the delivered equipment shall comply with the applicable EU and Georgian regulations).
4. The seller will provide a manual of operation for the medical equipment specified in the Annex no. 1 to this contract in English and Georgian language version and will provide them to the partner organization.

Section 2

Object of the purchase

The object of the purchase is a medical equipment, which is described in more detail in Annex no. 1 to this contract. The object of the purchase shall be new and shall not be used, refurbished, pledged, borrowed, leased or suffer from any other legal defects, and it shall not infringe third parties' patent rights or any other intellectual property rights.

Section 3

Date and place of the delivery

1. The seller undertakes to deliver the object of the purchase to the buyer by 15th November 2020.
2. The place of the delivery is the Zugdidi Screening Centre, 198 K. Gamsakhurdia str., Zugdidi, Georgia. The partner organization is Cancer Prevention Centre.
3. The seller will ensure the delivery of all necessary components needed to install and put into operation the medical equipment and will check its operation, including its operation during a testing period (at minimum 14 days).

Section 4 Training

1. The seller will arrange the training of the medical personnel of the Zugdidi Screening Centre (at minimum 3 persons), who will operate object of the purchase.
2. The training shall include demonstration of how to properly operate the medical equipment according to the manufacturer's instructions. The training will be at least 3-4 hours long and will be held in Georgian or Russian language.
3. Documents regarding the training in Georgian or Russian language version (content of the training, list of trainees, dates, record of attendance, photographic documentation and a training report) will be handed over to the buyer in the form of an annex to a final report on the performance of the delivery, and also to the representative of the partner organization.

Section 5 Purchase price

4. The purchase price of the object of the purchase is 71,036.00 EUR including VAT (in words seventy-one thousand thirty-six euros). This price is final and it includes all costs incurred by the seller in connection with the delivery of the object of the purchase.
5. After performance of the delivery and its handover in accordance with section 7 of this contract, the seller shall issue an invoice. The seller shall deliver the invoice to the buyer within 10 days of the signature of the handover protocol and handing over of the final report on the performance of the delivery in accordance with section 7 of this contract.
6. The invoice shall be issued in two copies and shall be delivered to the buyer's address specified in this contract. The seller shall state in the invoice the code of the project: GE-2014-003-FO-12191, sector: health.
7. The invoice is due 21 days after its delivery to the buyer. The payment is considered to be settled on the day when the amount due is debited from the seller's account. The invoice shall fulfil all the requirements for a tax document. Until the due date, the buyer is entitled to return the invoice without making payment if the invoice contains incorrect details or, as the case may be, the seller does not provide the handover protocol or the final report on the performance of the delivery in accordance with section 5 of this contract. In such case, the seller shall provide the buyer with a new invoice and the payment term shall start again.

Section 6 Warranty

1. The seller provides warranty in the length of 24 months.
2. The seller is obliged to ensure free warranty service during the whole warranty period. All materials necessary for the full operation of the object of the purchase will be provided free of charge. The seller undertakes to remove the reported fault within 72 hours and within 1 month of initiating removal of this fault at the latest.

Section 7 Handover and acceptance of the object of the purchase

1. The contracting parties have agreed that the object of the purchase will be handed over and accepted at the time when the handover protocol is signed by the buyer, the seller and the partner organisation and when the final report on the performance of the delivery is handed over to the buyer.
2. The final report on the performance of the delivery shall also include (together with the signed handover protocol) documents regarding the training of the medical personnel (content of the training, list of trainers, dates, record of attendance, photographic documentation and a report on training the medical personnel) and a report on the testing period of the medical equipment.

Section 8 Damages, contractual penalties

1. The contracting parties have explicitly agreed that, for the purpose of this contract, loss of profit is not considered to be damage, and therefore neither of the contracting parties is entitled to seek compensation for loss of profit.
2. In case of a delay in the seller's performance of the delivery on the date specified in section 3 of this contract, the contracting parties have agreed that the seller shall pay a contractual penalty of 30 EUR to the buyer for each day of delay (even if incomplete) in fulfilling this obligation.
3. In the case that the seller does not remove the reported faults within one month of them being reported, it undertakes to pay a contractual penalty in the amount of 20 EUR to the buyer for each day of delay (even if incomplete) in the removal of the faults in the object of the purchase.
4. In case of a delay in the buyer's proper and timely payment of the purchase price in accordance with section 4 of this contract, the contracting parties have agreed that the buyer will pay a contractual penalty in the amount of 20 EUR to the seller for each day of delay in fulfilling this obligation.

Section 9

Dispute resolution

The contracting parties have further agreed that in case of a dispute or perceived or real infringement of the conditions of this contract, they will at first work together in good faith to settle their disputes, and only if this alternative proves ineffective will they approach the competent judicial body.

Section 10

Termination of the contract

This contract can be terminated:

- a) by written agreement of the contracting parties,
- b) either of the contracting parties is entitled to withdraw from this contract if the other contracting party does not fulfil its obligations arising from this contract even after being provided with at minimum a thirty (30) day period for the correction of the infringement. The period starts on the day of delivery of such a notification in written form to the other contracting party. The contract is discharged on the day that a written withdrawal is delivered to the other contracting party. The contracting parties have explicitly agreed that if the recipient is not available to accept the delivery or refuses to accept it and provide written confirmation of acceptance, the withdrawal is deemed to be delivered on the third day after attempted delivery;
- c) the buyer is entitled to terminate this contract even without giving any reason. The notice period is 15 days, starting on the day on which the notice was delivered to the seller.

Section 11

Personal Data Protection

- 1. The buyer will hand over to the seller personal data necessary for due performance of this Contract (hereafter "Personal Data") and the seller will be in the position of data processor within meaning of EU General Data Protection Regulation 2016/679 (hereafter "GDPR"). Personal Data which will be handed to the seller are specified in Annex no. 4 to this contract.
- 2. The Personal Data will be processed by the seller only within contract period.
- 3. The seller undertakes to comply with all obligations set out in the personal data protection laws, mainly GDPR or Act No. 110/2019 Coll., Personal Data Processing Act, and keep personal data obtained from the buyer confidential.
- 4. The seller undertakes to process Personal Data only on documented instructions of the buyer and will inform buyer about any requirements for the transfer of Personal Data to a third country or international organization,

unless the law provides that such information is not possible for important reasons of public interest.

5. The seller undertakes to ensure that person entitled to process Personal Data for him will keep Personal Data confidential based on law or contract.
6. The seller undertakes to keep conditions stated by buyer for engagement of other data processor, mainly to choose other data processor with due care and request such guarantees from him, which will secure personal data protection at least in scope corresponding to level of protection of the seller and terms of GDPR. Engagement of other data processor is possible only with written consent of the buyer.
7. The seller undertakes to cooperate with the buyer in order to fulfil his duties which arise from request of personal data subjects regarding exercise of his rights and negotiations with supervisory authority.
8. The seller undertakes that personal data won't be misused for his gain or gain of third person.
9. The seller hereby undertakes to take reasonable steps to ensure the reliability of any employee, agent or contractor of any other person who may have access to the buyer's personal data, ensuring in each case that access is strictly limited to those individuals who need to know or access the relevant buyer's personal data, for the necessary purposes of this contract and to comply with applicable laws as GDPR or Act No. 110/2019 Coll., Personal Data Processing Act. The seller undertakes to ensure that all such individuals will be subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
10. Taking into account the costs of implementation and the nature, scope, context and purposes of processing as well as the risks and severity for the rights and freedoms of natural persons, the seller shall in relation to the buyer's personal data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures
11. The seller undertakes to cooperate with buyer on data protection assessment, security of Personal Data and reporting of personal data security breach.
12. The seller shall promptly notify buyer about receiving request from a data subject.
13. The seller shall notify buyer without undue delay and within 48 hours at the latest upon seller becoming aware of a buyer's Personal data breach providing buyer with sufficient information to allow the buyer to meet any obligations to report or inform data subjects or respective state bodies.
14. Seller shall provide reasonable assistance to the buyer with any data protection impact assessments, and prior consultations with supervising authorities or other competent data privacy authorities.

15. The seller will respect buyer instructions. If the instruction is in contradiction with GDPR or respective laws, the seller shall notify buyer about such contradiction.
16. After termination of this contract the seller will dispose of buyer Personal Data or hand over all buyer Personal Data to the buyer, unless it is possible to keep Personal Data in accordance with GDPR.
17. If the seller gets personal data from personal data which he will hand over to the buyer, he is obliged to get before processing written consent with data processing of the personal data subject or his legal represent in case that data subject is a child and this written consent hand over to the buyer without undue delay if it isn't possible to process personal data in accordance with GDPR without consent of personal data subject. The consent must be given on consent form which is Annex no. 5 to this contract.

Section 12

General and final provisions

1. The contracting parties hereby declare that this contract was concluded freely and with serious intent, not under duress or under obviously disadvantageous conditions.
2. The rights and obligations of the contracting parties under this contract shall be governed by Czech law, unless explicitly stipulated otherwise.
3. This contract may be amended only based on a written and numbered appendix signed by authorised representatives of both parties.
4. This contract represents a complete agreement between the contracting parties, and it replaces all prior contracts, agreements and statements regarding the object of the purchase. No other agreements, statements, warranties or other matters, whether made orally or in written form, will be considered binding for the contracting parties in connection with the subject matter of this contract.
5. Four copies of this contract will be prepared, with each party receiving two copies.
6. This contract becomes valid on the day of its signature and effective upon its publication in the register of contracts.
7. The contracting parties acknowledge that this contract will be published in the contract register in accordance with Act no. 340/2015 Coll., on the contract register, since the buyer is an obliged entity pursuant to this act, and they agree with its publication. The buyer undertakes to arrange the publication within 30 days of the signature of this contract by both contracting parties.

List of annexes:

Annex no. 1: Technical specification of the public contract

Annex no. 2: Itemized budget

Annex no. 3: Extract from the Register of Legal Entities of the seller

Annex no. 4: Personal data specification

Annex no. 5: Personal data subject consent form

In Prague on 7.9. 2020

for the buyer:



Mgr. Jan Slíva
Director of the Czech Development Agency



In Prague on 21.9. 2020

for the seller:

Mgr. et Mgr. Lukáš Curylo
Director of Charita Česká republika