


Smlouva o spolupráci

uzavřená v souladu s ust. § 1746 odst. 2 zák. č. 89/2012 Sb., občanský zákoník, v platném znění

SoliCAD, s.r.o.

IČ: 27440117
Sídlo: Benátky nad Jizerou - Kbel 26, PSČ 29471
Zastoupena: , jednatelem

(dále také jako „SoliCAD“)

a

**Vysoká škola báňská - Technická univerzita Ostrava
Fakulta strojní**

Sídlo: 17. listopadu 2172/15, 708 00 Ostrava - Poruba
IČ: 61989100
Zastoupena: prof. Ing. Robertem Čepem, Ph.D., děkanem FS

(dále také jako „VŠB-TUO, FS“)

I.

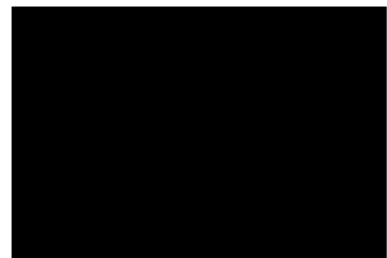
Úvodní ustanovení

1. VŠB-TUO, FS je veřejnou vysokou školou mající zájem na bezplatném využívání softwaru Visual Components EDU na Katedře robotiky.
2. SoliCAD je distributorem softwaru Visual Components EDU společnosti Visual Components Oy (VAT number: FI-06651672), která je držitelem licence k užívání softwaru Visual Components EDU a je oprávněn poskytnout bezplatné využívání softwaru Visual Components EDU VŠB-TUO, FS v rozsahu dle této dohody.
3. Předmětem této smlouvy je stanovení práv a vzájemných závazků smluvních stran.

II.

Závazky smluvních stran

1. Smluvní strany se zavazují, že kdykoliv budou v souladu s touto smlouvou nakládat s označeními, logy, ochrannými známkami, či názvy reprezentujícími goodwill jedné ze smluvních stran (dále jen „označení“), budou tak činit způsobem, který odpovídá významu a hodnotě označení, a vyvarují se tedy jakýchkoli jednání, která by označení a hodnoty, jež představují, mohla poškodit či znevážit.

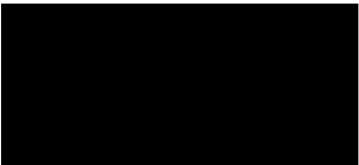


2. SoliCAD se zavazuje:
 - a) poskytnout ve lhůtě 20 dnů od platnosti a účinnosti této smlouvy bezúplatně Visual Components-EDU pack (360 days Educational Classroom license) (dále také jako „software“), umožňující nainstalovat software Visual Components EDU až na 30 počítačů VŠB-TUO, FS včetně bezplatných licencí na dobu 1 roku pro výukové účely Katedry robotiky VŠB-TUO, FS,
 - b) poskytnout uživatelskou podporu zaměstnancům Katedry robotiky VŠB-TUO, FS, přičemž uživatelskou podporou se rozumí: součinnost při instalaci SW a licenčního serveru, telefonická podpora řešení případných problémů s funkcionalitami SW.
 - c) umožnit aktualizace softwaru,
 - d) umožnit podpis licenční smlouvy s Visual Components Oy na poskytnutí školní licence softwaru, licenční smlouva s Visual Components EULA je podepisována formou akceptace smlouvy při instalaci softwaru. Současná podoba EULA je také přílohou této smlouvy. Visual Components má právo licenční smlouvu EULA před instalací softwaru kdykoliv změnit. Licenční smlouvu EULA se řídí právem a jurisdikcí v ní uvedené, tato smlouva na ni nemá žádný vliv.

3. VŠB-TUO, FS se zavazuje:
 - a) umožnit SoliCAD a Visual Components Oy veřejně uvádět VŠB-TUO, FS v referencích užití softwaru (public reference customer),
 - b) používat software minimálně v jednom povinném předmětu studijních programů Katedry robotiky VŠB-TUO, FS,
 - c) používat software dle licenčních podmínek pro školní licence (viz EULA jež je součástí instalace softwaru), zejména používat software pouze pro výukové účely,
 - d) VŠB-TUO, FS zajistí, že licence nebudou použity pro jiné než školní účely,
 - e) v případě vyžádání poskytnout podklady pro přípravu případových studií použití softwaru,
 - f) informovat o použití software subjekty spolupracující s Katedrou robotiky VŠB-TUO, FS formou seminářů, webinářů, apod. a uspořádání 1 informačního semináře/webináře

4. VŠB-TUO, FS uděluje souhlas společnosti SoliCAD a Visual Components Oy k uvádění VŠB-TUO, FS v referencích užití software dle čl. II odst. 3 písm. a) této smlouvy. SoliCAD se zavazuje nepoškodovat dobré jméno VŠB-TUO, FS a nepoužívat VŠB-TUO, FS tak, aby mohlo znevážit postavení či dobrou pověst VŠB-TUO, FS.

III. Kontaktní osoby

1. Smluvní strany stanovily následující kontaktní osoby, které budou zabezpečovat spolupráci, vzájemnou informovanost obou stran a předávání potřebných podkladů a dokumentů. Smluvní strany se přitom dohodly, že jakákoliv změna kontaktních údajů musí být písemně oznámena druhé smluvní straně.
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2. Kontaktní osobou za SoliCAD je:

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3. Kontaktní osobou za VŠB-TUO, FS je:

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IV. Finanční záležitosti

1. Smluvní strany se dohodly, že činnosti SoliCAD, poskytnutí software a udělení licencí dle této smlouvy bude poskytnuto bezúplatně.
2. Smluvní strany se dohodly, že činnosti VŠB-TUO, FS dle této smlouvy budou prováděny bezúplatně.

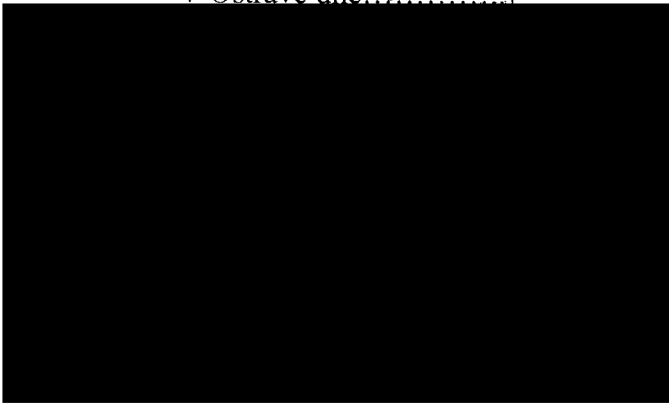
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1. Tato smlouva se uzavírá v souladu se zákonem č. 89/2012 Sb., občanský zákoník.
2. Smlouva je uzavírána na dobu určitou, a to na 1 rok.
3. Smlouva je platná a účinná dnem podpisu smlouvy oběma smluvními stranami.
4. Tuto smlouvu lze ukončit vzájemnou dohodou nebo odstoupením VŠB-TUO, FS. Dohoda musí být uzavřena písemně a podepsána zástupci obou smluvních stran.
5. VŠB-TUO, FS je oprávněna od smlouvy odstoupit v případě, kdy:
 - a) SoliCAD poruší ustanovení této smlouvy a toto neodstraní ani po výzvě VSB-TUO, FS,
 - b) u SoliCAD dojde k zastavení její činnosti, bez níž není naplnění této smlouvy možné.
6. SoliCAD je oprávněn od smlouvy odstoupit s okamžitou platností v případě, že VSB-TUO, FS použije licence v rozporu s licenčními podmínkami EULA pro EDU licence (EDUCATIONAL LICENSE). Odstoupení od této smlouvy nemá vliv na uplatnění nároků vyplývajících z porušení licenčních podmínek EULA.
7. SoliCAD je oprávněn od smlouvy odstoupit v případě, kdy:
 - a) VSB-TUO poruší ustanovení této smlouvy a toto neodstraní ani po výzvě SoliCAD,
 - b) u VSB-TUO dojde k zastavení její činnosti, bez níž není naplnění této smlouvy možné.
 - c) VSB-TUO neakceptuje bezvýhradně licenční smlouvu EULA
8. VŠB-TUO, FS je oprávněna od smlouvy odstoupit také v případě, bylo-li příslušným soudem rozhodnuto o úpadku SoliCAD či Visual Components Oy nebo podá-li SoliCAD nebo Visual Components Oy na sebe insolvenční návrh.

9. Jakékoliv změny nebo doplňky jsou možné pouze formou písemného dodatku ke smlouvě, podepsaného oprávněnými zástupci smluvních stran.
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Přílohy: 1) licenční podmínky EULA

V Ostravě dne 1. 10. 2020



V Prose dne 8. 10. 2020



/ Jednatel

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