

***Charles University, Faculty of Social Sciences***

***Smetanovo nábřeží 6, 110 01 Prague 1***

***Ordering Party***

***Tax ID: CZ00216208***

***Identification number: 00216208***

*Bank details: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx*

|  |  |
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| **Order no.** | **240487** |

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| --- | --- | --- |
| **Ordered by** | xxxxxxxxxxxxxxxxxxxxxxx | |
| Tel. number: xxxxxxxxxxxxx | Email: xxxxxxxxxxxxxxxxxxxxxxxxxxx |

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| **Address of supplier:**  **Elsevier B.V.**  **Radarweg 29**  **1043 NX Amsterdam**  **Netherlands** |

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| --- | --- |
| **In Prague on(date):** | 30.09.2024 |

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| We order at your company the following services / products: Open Access in Journal of Computational Science: "**Learnability of State Spaces of Physical Systems is Undecidable**" xxxxxxxxxxx  **Estimated price without VAT: 2 640 EUR**  **With VAT: not applicable**  **Address of delivery: Same as billing address**  **Time of delivery: 31.10.2024**  **Billing address:**  Charles University, Faculty of Social Sciences  Smetanovo nábř. 6, 110 01 Prague 1  Please request payment by invoice, indicating the number of this order and providing bank account of Supplier for payment. The terms specified in this order form an integral part of this order.  This work was supported by the **European Regional Development Fund project “Beyond Security: Role of Conflict in Resilience-Building” (reg. no.: CZ.02.01.01/00/22\_008/0004595).**  **Period for receipt of the ordered services/products is 5 calendar days after delivery of the order to supplier.**  xxxxxxxxxxxxxxx  xxxxxxxxxxxxxxxxxxxxx |

***Charles University, Faculty of Social Sciences*Terms and conditions**

**1. Conclusion of the contract, effectiveness of the contract**: the contract is validly concluded upon written acceptance of the order by supplier, delivered to the Ordering Party within the period specified in the text of the order. The contract enters into force on the date of publication in the registry of contracts, provided the contract is subject by law to such an obligation, otherwise on the date of acceptance of the order.

**2. Ordering party requests Supplier to furnish the following documents: [[1]](#endnote-1)** )

* *delivery note*
* *statement of warranty*
* *user manual in Czech language*
* *document for transportation*
* *declaration of conformity with….*
* *audit report*
* *protocol of staff training*
* *another document………………..*

**3. Payment terms**: Ordering arty will not provide any advance payments; all tax documents and invoices shall meet the requirements of Law of the Czech Republic no. 235/2004 Coll., as amended, and Law no. 563/1991 Coll., as amended. Payments will be executed by cashless transfer to the supplier's bank account listed on supplier’s invoice. An invoice can be issued no earlier than the effective date of the contract and proper performance of supplier’s obligations.

**4. Due date for payment**: 21 calendar days from delivery of invoice to the Ordering Party.

**5. Warranty for goods delivered**: 24 months upon the date of receipt of goods.

**6. Liability for default and defects**. Upon concluding the contract, the Supplier agrees that performance provided by him will be free from defects and will serve the agreed purpose; liability for defective performance and any damages to the Ordering Party is governed by applicable provisions of the Civil Code of the Czech Republic. Liability for breach of warranty is not hereby affected.

**7. Legislation**. Contractual obligations of the parties are governed by Czech law, in particular by relevant provisions of Law no. 89/2012 Coll., Civil Code.

**8. Publication of the contract.** Terms for publication of the contract are governed by Law no. 340/2015 Coll., on the registry of contracts, as amended.

**9.** In case the contract is subject by law to publication in the registry of contracts, the FSV will ensure that the contract is provided to the registry of contracts immediately after the conclusion of the contract. The FSV will notify the supplier of the completion of registration by sending him a copy of the confirmation of the administrator of the registry of contracts of publication of the contract, and will do so without any undue delay after it has received such confirmation, or it will already complete the appropriate section with ID of data box of the supplier on the accompanying form.

**10. Cooperation in inspections.** By accepting this order, I declare that our company/firm undertakes to allow entities authorized to control subsidy funds to carry out an inspection to the extent necessary.

**11. Conflict of Interest and Sanctions.** The supplier declares that he himself and his potential subcontractor(s) are not a trading company in which the public official referred to in § 2 paragraph 1 letter c) of Act No. 159/2006 Coll., on conflict of interests or, a person controlled by him, own share representing at least 25% of the partner's participation in the company. The supplier declares that the offered performance is not subject to EU sanctions and that neither he nor his subcontractor(s) is a person, entity or body listed on the EU sanctions list, or a person, entity or body prohibited from awarding or continuing to perform a public contract (e.g. according to Article 5k of Council Regulation (EU) No. 2022/576 of 8 April 2022 amending Regulation (EU) No. 833/2014 on restrictive measures in relation to Russia's activities destabilizing the situation in Ukraine ).

**12.** The invoice will feature the following sentence**: “This work was supported by the European Regional Development Fund project “Beyond Security: Role of Conflict in Resilience-Building” (reg. no.: CZ.02.01.01/00/22\_008/0004595).”**

1. The option to be marked with a cross [↑](#endnote-ref-1)