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Smlouva o provedení upgrade softwaru Visual Components

SMLUVNÍ STRANY:

Vysoká škola báňská – Technická univerzita Ostrava

Fakulta elektrotechniky a informatiky

se sídlem: 17. listopadu 2172/15, 708 00 Ostrava – Poruba

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č.ú.: 100954151/0300

(dále jen „**Objednatel**“)

a

SoliCAD, s.r.o.

se sídlem: Benátky nad Jizerou - Kbel 26, PSČ 29471

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(dále jen „**Poskytovatel**“)

uzavřely níže uvedeného dne, měsíce a roku tuto smlouvu v souladu s ustanovením § 1746 odst. 2 zákona č. 89/2012 Sb., občanský zákoník, ve znění pozdějších předpisů (dále jen „občanský zákoník“)

(dále jen „**Smlouva**“).

1. ÚVODNÍ USTANOVENÍ

1.1 Objednatel prohlašuje, že:

1.1.1 je právnickou osobou, veřejnou vysokou školou univerzitního typu založenou podle zákona č. 111/1998 Sb., o vysokých školách a o změně a doplnění dalších zákonů (zákon o vysokých školách), ve znění pozdějších předpisů, a

1.1.2 splňuje veškeré podmínky a požadavky v této Smlouvě stanovené a je oprávněn tuto Smlouvu uzavřít a řádně plnit závazky v ní obsažené.

1.2 Poskytovatel prohlašuje, že splňuje veškeré podmínky a požadavky v této Smlouvě stanovené a je oprávněn tuto Smlouvu uzavřít a řádně plnit závazky v ní obsažené.

1.3 Předmět Smlouvy je spolufinancován z Operačního programu Spravedlivá transformace v rámci projektu „REFRESH – Research Excellence For REgion Sustainability and High-tech Industries“, reg. č. CZ.10.03.01/00/22_003/0000048 (dále jen projekt), přičemž dotace je poskytnuta prostřednictvím Ministerstva životního prostředí a Státního fondu životního prostředí.

2. PŘEDMĚT SMLOUVY

- 2.1 Poskytovatel se zavazuje ve prospěch Objednatele provést upgrade softwaru vlastněného Objednatelem s názvem Visual Components pořízeného v roce 2020, a to tak, aby byl předmětný software upgradován na verzi Premium pro výzkumné a komerční účely typu stand alone permanentní licence, přičemž se Poskytovatel dále zavazuje k tomuto software technickou podporu po dobu jednoho roku ode dne provedení upgradu (dále jen „Plnění“). Poskytovatel se zavazuje upgrade provést nejpozději **do 7 pracovních dnů** ode dne účinnosti Smlouvy.
- 2.2 Plnění bude ze strany Poskytovatele provedeno a zajištěno v rozsahu a kvalitě určené podmínkami výrobce/poskytovatele licence výše uvedeného software a dle požadavků Objednatele, které tvoří Přílohu č. 1 Smlouvy. Provedení upgradu software bude mezi smluvními stranami vhodným způsobem potvrzeno (např. výměnou e-mailů mezi oprávněnými osobami).
- 2.3 Objednatel se zavazuje za poskytování Plnění zaplatit Poskytovateli cenu ve výši a za podmínek sjednaných v této Smlouvě.

3. CENA A PLATEBNÍ PODMÍNKY

- 3.1 Smluvní strany se dohodly na celkové ceně za provedení Plnění ve výši **321.000,- Kč bez DPH, DPH ve výši 21 % činí částku 67.410,- Kč. Celková cena včetně DPH činí 388.410,- Kč.**
- 3.2 Celková cena je nepřekročitelná vyjma případů zákonné změny sazby DPH. V celkové ceně jsou zahrnuty veškeré náklady Poskytovatele spojené se splněním jeho závazků z této Smlouvy, tj. zahrnuje veškeré případné daně, cla, poplatky spojené s platebním stykem – bezhotovostním převodem, jiné platby a další související náklady.
- 3.3 Objednatel se zavazuje zaplatit celkovou cenu uvedenou v bodě 3.1 na základě řádného daňového dokladu – faktury vystavené Poskytovatelem. Poskytovatelem vystavená faktura musí obsahovat název projektu („REFRESH – Research Excellence For REgion Sustainability and High-tech Industries“), jeho reg. č.: (CZ.10.03.01/00/22_003/0000048), identifikaci této Smlouvy a identifikaci Plnění. Přílohou faktury musí být smluvními stranami potvrzené předání a převzetí Plnění ve smyslu odst. 2.2 Smlouvy. Dále musí faktura splňovat náležitosti daňového a účetního dokladu dle zákona č. 563/1991 Sb., o účetnictví, ve znění pozdějších předpisů, a zákona č. 235/2004 Sb., o dani z přidané hodnoty, ve znění pozdějších předpisů. V případě, že faktura takové náležitosti nebude splňovat, popř. bude chybně vyúčtována cena nebo DPH, bude Objednatelem vrácena do 20 dnů ode dne jejího doručení k opravení bez proplacení. V takovém případě běží u předmětné faktury lhůta splatnosti znovu ode dne doručení opravené či nově vyhotovené faktury Objednateli. Fakturu Poskytovatel doručí Objednateli elektronicky na adresu tamara.sanitrakova@vsb.cz a tereza.divecka@vsb.cz.
- 3.4 Cena je splatná do 30 kalendářních dnů ode dne doručení příslušné faktury Objednateli. Smluvní strany se dohodly na tom, že závazek zaplatit cenu je splněn dnem odepsání příslušné částky z účtu Objednatele ve prospěch účtu Poskytovatele uvedeného na titulní straně této Smlouvy.

4. ZÁRUČNÍ PODMÍNKY, TECHNICKÁ PODPORA, REAKČNÍ DOBY

- 4.1 Záruční podmínky, technická podpora, reakční doby podpory apod. se řídí podle podmínek výrobce/poskytovatele software a požadavků Objednatele, které jsou uvedeny v Příloze č. 1 této Smlouvy.

5. OPRÁVNĚNÉ OSOBY

- 5.1 Každá ze smluvních stran jmenuje oprávněnou osobu, popř. zástupce oprávněné osoby. Oprávněné osoby budou zastupovat smluvní stranu v obchodních a technických záležitostech souvisejících s plněním této Smlouvy.
- 5.2 Oprávněné osoby nejsou zmocněny k jednání, jež by mělo za přímý následek změnu této Smlouvy nebo jejího předmětu.
- 5.3 Smluvní strany se dohodly na těchto oprávněných osobách:
- a) za Objednatele:
[REDAKCE]
- b) za Poskytovatele:
[REDAKCE]
- 5.4 Smluvní strany jsou oprávněny změnit oprávněné osoby, jsou však povinny na takovou změnu druhou smluvní stranu písemně upozornit.

6. SANKČNÍ UJEDNÁNÍ

- 6.1 V případě prodlení Poskytovatele s termínem provedení Plnění dle bodu 2.1 této Smlouvy se Poskytovatel zavazuje uhradit Objednateli smluvní pokutu ve výši 0,1 % z celkové ceny bez DPH, a to za každý i započatý den prodlení.
- 6.2 Pro případ prodlení Objednatele se zaplacením faktury je Poskytovatel oprávněn požadovat zaplacení zákonného úroku z prodlení.
- 6.3 Splatnost vyúčtovaných smluvních pokut a úroků z prodlení je 30 dnů od data doručení písemného vyúčtování příslušné smluvní straně a za den zaplacení bude považován den odepsání částky smluvní pokuty nebo úroku z prodlení z účtu příslušné smluvní strany ve prospěch účtu, který bude uveden ve vyúčtování smluvní pokuty nebo úroku z prodlení.
- 6.4 Smluvní pokuta dle této Smlouvy se nezapočítává na úhradu škody, která vznikla v souvislosti s porušením povinností stanovených touto Smlouvou a tyto nároky lze uplatňovat nezávisle na sobě v plné výši.
- 6.5 Smluvní pokuty je Objednatel oprávněn započíst proti pohledávce Poskytovatele na úhradu celkové ceny.

7. OSTATNÍ

- 7.1 Poskytovatel se zavazuje umožnit Objednateli uveřejnění této Smlouvy v registru smluv, a to v souladu s příslušnými ustanovením zákona č. 340/2015 Sb., o zvláštních podmínkách účinnosti některých smluv, uveřejňování těchto smluv a o registru smluv (zákon o registru smluv), ve znění pozdějších předpisů (dále jen „zákon o registru smluv“).

8. PLATNOST A ÚČINNOST SMLOUVY

- 8.1 Tato Smlouva nabývá platnosti dnem jejího podpisu oběma smluvními stranami a účinnosti dnem uveřejněním Smlouvy v registru smluv v souladu s příslušnými ustanovením zákona o registru smluv v případě.
- 8.2 Každá smluvní strana je oprávněna odstoupit od této Smlouvy pouze z důvodů stanovených touto Smlouvou.
- 8.3 Objednatel je oprávněn odstoupit od této Smlouvy v případě
- 8.3.1 prodlení Poskytovatele s provedením Plnění po dobu delší než 10 dnů oproti termínu plnění stanovenému v této Smlouvě,

- 8.3.2 pokud je tak uvedeno v licenčních podmínkách software,
- 8.3.3 pokud Poskytovatel v průběhu trvání Smlouvy ztratil způsobilost řádně plnit závazky vyplývající ze Smlouvy, tzn. pozbyl oprávnění uvedené v bodě 1.2 Smlouvy.
- 8.4 Poskytovatel je oprávněn odstoupit od této Smlouvy v případě prodlení Objednatele se zaplacením ceny dle této Smlouvy po dobu delší než 60 dnů.
- 8.5 Účinky odstoupení od Smlouvy nastávají dnem doručení písemného oznámení o odstoupení druhé smluvní straně, popř. pozdějším dnem uvedeným v písemném oznámení o odstoupení.
- 8.6 Ukončením účinnosti této Smlouvy nejsou dotčena ustanovení Smlouvy, z jejichž povahy vyplývá, že mají trvat i po zániku účinnosti této Smlouvy, např. nároky ze smluvních pokut, pokud vznikly před ukončením této Smlouvy.

9. ZÁVĚREČNÁ USTANOVENÍ

- 9.1 Práva a závazky touto Smlouvou neupravené se řídí právním řádem České republiky, zejména občanským zákoníkem, s vyloučením kolizních norem. Smluvní strany se rovněž zavazují dodržovat pravidla Operačního programu Spravedlivá transformace.
- 9.2 V případě zániku Poskytovatele bez právního nástupce je Objednatel i nadále oprávněn využívat Software dle této Smlouvy.
- 9.3 Změnit nebo doplnit tuto Smlouvu mohou smluvní strany pouze formou písemných dodatků, které budou vzestupně číslovány a podepsány oprávněnými zástupci smluvních stran.
- 9.4 Smluvní strany se dohodly, že v případě rozporu mezi ustanoveními přílohy a ustanoveními této Smlouvy jsou rozhodná ustanovení přílohy této Smlouvy.
- 9.5 Pokud by se kterékoliv ustanovení této Smlouvy ukázalo být neplatným nebo nevynutitelným nebo se jím stalo po uzavření této Smlouvy, pak tato skutečnost nepůsobí neplatnost ani nevynutitelnost ostatních ustanovení této Smlouvy, nevyplyvá-li z donucujících ustanovení právních předpisů jinak. Smluvní strany se zavazují takové neplatné či nevynutitelné ustanovení nahradit platným a vynutitelným ustanovením, které je svým obsahem nejbližší účelu neplatného či nevynutitelného ustanovení.
- 9.6 Veškeré spory mezi smluvními stranami vyplývající nebo související s ustanoveními této Smlouvy budou řešeny vždy nejprve smírně vzájemnou dohodou. Nebude-li smírného řešení dosaženo v přiměřené době, bude mít kterákoliv ze smluvních stran právo předložit spornou záležitost k rozhodnutí místně příslušnému soudu.
- 9.7 Smluvní strany prohlašují, že Smlouva včetně přílohy Smlouvy neobsahuje obchodní tajemství ve smyslu § 504 občanského zákoníku a Smlouva včetně přílohy Smlouvy tak může být v plném rozsahu uveřejněna v registru smluv ve smyslu zákona o registru smluv.
- 9.8 Tato Smlouva je vyhotovena ve dvou stejnopisech s platností originálu, přičemž po jejím podpisu obdrží každá smluvní strana po jednom stejnopisu, a to za předpokladu, že Smlouva není uzavřena jako elektronický originál, opatřený digitálními podpisy zástupců smluvních stran.
- 9.9 Smluvní strany shodně prohlašují, že jsou si vědomy všech právních důsledků touto Smlouvou vyvolaných, souhlasí se všemi jejími ustanoveními, s nimiž se podrobně seznámily.

Podepsáno dne

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.....
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Ostrava
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jednatel

Příloha č. 1 – požadavky Objednatele

Upgrade softwaru včetně roční technické podpory a poskytování vyžádaných konzultací umožní plné využití funkcionalit při řešení výzkumných experimentů a vědeckých úkolů v průmyslově zaměřených oblastech digitalizace pomocí nejnovější verze vývojového a pracovního prostředí softwaru Visual Components verze Premium, který obsahuje:

- Implementace fyzikálního chování pro **simulace a vizualizace** výrobních procesů respektující **fyzikální vlastnosti a zákony jako gravitace, odraz, vlastnosti materiálů apod.**
- Funkce statistiky, reportu a **data** získaná za běhu simulace **zobrazit pomocí čárového, sloupcového, plošného nebo výsečového grafu.**
- Tvorba **animované a interaktivní 3D PDF** obsahující navrženou simulaci s možností zoomování, natáčení úhlů pohledů, volbou režimů přehrávání a kusovníkem.
- Připojení k reálnému PLC s možností řízení pomocí signálu z reálného hardwaru využitím OPC rozhraní
- **Soubor funkcí a nástrojů pro modelování a definici chování robotů obsahující funkce pro programování pohybů robota, analýzu dosahu a kolizí, definici logiky chování i funkce pro řízení toku programu.**
- Funkce kinematického chování pro simulaci široké škály typů robotů: kloubových, kartézských, delta, paralelogramů a SCARA.
- Možnost vytvářet vlastní algoritmy (pomocí některého z programovacích jazyků např. Python, C-SHARP...), kde na úrovni servisní vrstvy jádra programu, je možné realizovat zákaznické úpravy od uživatelského rozhraní po chování simulace.
- Možnost využívat tzv. Ribbon menu s organizovanými příkazy pro určení vlastností a parametrů prvku.
- Nástroje propojující software s vývojovým prostředím LabVIEW pro naprogramování řídicích aplikací v LabVIEW a následnou vizualizaci pro naprogramování off-line, vytváření programů a následně ladění a prověřování externího zpracování dat
- Možnost přidat kinematiku a logiku řízení mechanismů, upínek, nástrojů, přípravků, dopravníků a dalšího zařízení pracoviště
- Možnost vložit a simulovat pohyby a trajektorie robotů od výrobců robotů
- Vizualizace, editace modelu a přehrávání simulace ve virtuální realitě pomocí VR brýlí
- Offline programování robotů různých výrobců i virtuální zprovoznění v rámci jedné aplikace
- Možnost simulovat a vizualizovat lakovací procesy s určením tloušťky nátěru.
- Off-line tvorba programů pro KUKA roboty na základě vytvořených drah
- Export a import programu v KUKA formátu (.src, .dat)
- Zobrazení dynamiky výrobní linky s identifikací kritických míst a vyhodnocením vlivu změn na produktivitu výroby s možností exportu dat pro další analýzu ve formátu xls, pdf.
- Import 3D CAD modelů výrobních zařízení ve formátu JT.

- Import 3D CAD modelu na pracovní plochu s možností vyexportovat ve formátech pdf,dwg či pdb.
- Tvorba 2D výkresu s funkcí pro vytváření 2D výkresu z 3D modelu a možností doplnění kótami a popisky.
- Funkce umožňují importovat model bodů zařízení přímo na pracovní plochu a zde s ním dále pracovat.
- Analýza topologie importovaných CAD souborů poskytující strukturovaná data o geometrii rovin povrchů, hran a křivek.
- Možnost vytvořenou simulaci zobrazit na mobilním zařízení s operačním systémem Android nebo iOS (Apple).
- knihovny komponent základních výrobců robotů, dopravníků, strojů a zařízení pro průmyslovou automatizaci, mezi něž patří: ABB, Adept, Codian, Comau, Denso, Dobot, Epson, ESTUN, EverRobot, Exechon, Fanuc, Gudel, HIWIN, Kawasaki, KUKA, LESTA, Mitsubishi, Nachi, Omron, OTC Daihen, Panasonic, Precise Automation, Reis, Schneider Electric, Schunk, Siasun, Stäubli, TATA, Techman Robot, Toshiba, Universal Robots, Yamaha, Yaskawa.
- Statická a dynamická analýza dosahu, statická a dynamická detekce kolize, prostorové měření a měření minimální vzdálenosti od kolize.
- Simulace lakování, virtuální tipologie, programování pohybů po křivce, aktivní virtuální realita, propojení s programy s WinMOD a SIMIT.
- Funkce editování více programů robotů zároveň
- Softwarové propojení s virtuálním i fyzickým kontrolérem robotů Fanuc.
- Softwarové propojení s virtuálním i fyzickým kontrolérem robotů KUKA.
- Softwarové propojení s virtuálním i fyzickým kontrolérem robotů Doosan.
- Softwarové propojení s virtuálním kontrolerem robotu ABB.
- Softwarové propojení s virtuálním kontrolerem robotu Omron.
- Softwarové propojení s NVIDIA Omniverse.

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