



**Contract for sale
of
EyeLink Eye-Tracking System
for Charles University**

Univerzita Karlova
Matematicko-fyzikální fakulta Ke Karlovu 3, 121 16, Praha 2
Eye tracker 600 Hz+

Identification number: 00216208

Represented by Ing. Antonín Líska, tajemník Matematicko-fyzikální fakulty Univerzity Karlovy, Ke Karlovu 3, Praha 2, PSČ 121 16

(further on referred to as “**Buyer**”)

a

Competitor: _____ SR Research Ltd _____

Identification number: _____ GST 13710 8528 _____

Tax identification number: _____ GST 13710 8528 _____

Registered office: 35 Beaufort Drive,
Ottawa, ON. Canada. K2L 2M9 _____

Represented by: _____ William C. Schmidt _____

(further on referred to as “**Seller**”)

pursuant to provisions of Article 2079 and following of Act. No. 89/2012 Civil Code, as amended, have concluded this contract:

Preambles

The Buyer has preceded public tender in small-scale public contract procedure according to the provisions of paragraph 27 and 31 on the award of public contracts Act 134/2016 Coll., by procedure outside the regime of the law, while respecting Section 6 of the Act (hereinafter as “Act”) for buying of 1 Eye Tracking System for research purposes.

This contract is to be published in the contract register as required by Act No. 340/2015 Coll. The parties confirm that the contract does not contain any confidential information and that no part of the contract has been excluded from the public record. The parties agree that the contract will be published by Charles University, Faculty of Mathematics and Physics. The contract shall come into effect upon publication in the contract register.

I.

Subject of performance

- 1.1. Subject of performance of this public contract is to delivery 1x Eye tracking system 600 Hz or above.

Requested technical parameters:

For research scenarios 1 - behavioural experiments: temporal resolution ≥ 600 Hz, gaze accuracy $< 0.5^\circ$.

(further on referred to as „**Instruments**“)

- 1.2. The Seller commits himself to hand over to the Buyer the Instruments specified in the Article I, subsection 1.1 of this contract and to enable the Buyer to acquire an ownership to the Instruments and the Seller commits himself to accept the Instruments and to pay the Seller the purchase cost agreed below.

II.

Purchase cost and terms of payment

- 2.1. Contracting parties agreed on the purchase cost of the Instruments amounting to:
_34,780.00 _____ EUR less VAT



- 2.2.** In accordance with the Article II, subsection 2.1 of this contract, the purchase cost includes all costs related to meeting the obligation of the Buyer pursuant to this contract, and concerned here are especially Section a):
- a) shipment of the Instruments to the place of delivery, destined to the Buyer's residence; with VAT to be paid by the Buyer for timely delivery. The goods will ship before December 11, 2017;
 - b) if there is a timely payment of the VAT by the Buyer, the Seller will proceed with installation of the Instruments, that is particularly their installation at the place, their assembling or interconnection with other instruments; at a date mutually agreed between the Buyer and Seller; putting the Instruments into operation, including their testing and checking their proper functioning, if need be, other actions necessary for putting the Instruments into operation ; handing over documentation necessary for taking over and use of the Instruments (for example the user documentation, manuals, documentation needed for exercising warranty rights); instruction of the Buyer's personnel, including demonstration of functioning of the Instruments in practice including professional instruction;
 - c) service during the two (2) year warranty period (repairs, spare parts and components, transport cost and the like);
 - d) post-warranty service carried out for the period of further five (5) years after the warranty period has ended ;

The invoice will be handed over to the Buyer simultaneously with the conclusion of this contract.

III.

Delivery of the subject matter of delivery

- 3.1.** Place of delivery is the residence of the Buyer mentioned at the heading of this contract.
- 3.2.** The contracting parties agreed that shipment of the Instruments will take place in the period before December 11th, 2017, the day of conclusion of this contract.

IV.

Product liability

- 4.1.** The Seller gives the Buyer an explicit assurance that the Instruments have no defects and are suitable for the stipulated use that is for research and medical purposes. At the same time, the Seller declares the qualities of the Instruments comply with the needs of the Buyer and that he is familiar with these requirements.



V.

Contractual conditions of guarantee

- 5.1.** Both contracting parties agreed on contractual warranty for a period of 24 months from the day of delivery of the Instruments that is from the day of the written record signed by the representatives of both contracting parties in accordance with the Article III, subsection 3.2 of this contract.
- 5.2.** In the event of defect occurring in the Instruments, the Buyer will inform the Seller about this. The Seller promises to repair the defect in question within the period of thirty (30) days after it was reported. The case of irreparable defect will be treated as a substantial breach of contract and in such case the Buyer is entitled to have the defective component replaced with a new component, provided this is not possible, the Buyer is entitled to a reduction of the purchase cost or has the right to withdraw from the contract. The defect is considered irreparable provided the defect was not repaired during the period of thirty (30) days from the day the defect was reported.
- 5.3.** The Seller promises to start the elimination of the defect within three (3) days at the latest after the defect was reported.
- 5.4.** The warranty period is not running during the time the Buyer is unable to use the Instrument/s.
- 5.5.** The Seller promises himself to provide for the Buyer post-warranty repairs of the Instruments, specifically for the period of at least five (5) years from the day of termination of the contractual warranty period duration.

VI.

Sanctions

- 6.1.** Contracting parties bear responsibility for losses incurred within legal regulations in force and this contract. Contracting parties commit themselves to make the utmost effort to prevent losses and to minimise incurred losses.

VII.

Withdrawal from the contract

- 7.1.** Withdrawal is possible in cases stipulated by this contract or by the law.
- 7.2.** The Buyer is entitled to withdraw from this contract in case:
 - a) the Seller delays the delivery of the Instrument by more than 30 days;



- b) any of the Instruments will not exhibit the qualities in accordance with this contract;
- c) the Buyer finds out the Seller does not fulfil or, with regard to all circumstances, will be objectively unable to fulfil his obligations in accordance with this contract properly and in time;

7.3. The Seller is entitled to withdraw from this contract only if the Buyer delays the payment of the purchase cost past its due date, when the Buyer is late with the payment even despite a written notice by the Seller, which will explicitly remind the Buyer the purchase cost was not paid and about the possible consequences of this, but only provided at least ninety (90) days elapsed from the due date of the invoice and, at the same time, at least ten (10) working days from the day of delivery of a written notice about the possibility of withdrawal from this contract.

VIII.

Communication between the contracting parties

8.1. The contracting parties agreed that their mutual written communication may take place electronically. For the purposes of electronic communication, the contracting parties specify these contact e-mail addresses:

Buyer:

_____ [REDACTED] _____

Seller (Applicant):

_____ [REDACTED] _____

IX.

Other provisions

9.1. Pursuant to Section 2(e) of Act No. 320/2001 Coll., on financial inspection in public administration, as amended – the Seller is obliged to cooperate in carrying out financial inspection. This obligation also applies to those parts of the offers, the contract and any related documents that are subject to protection under special legislation (e.g. trade secrets, classified information), provided that any requirements following from legislation (e.g. Act No. 255/2012 Coll., on inspection (the Inspection Rules), as amended) are met. The Seller is obliged to impose an equivalent obligation – by means of a contract – on its subcontractors.

X.

Final provisions

10.1. This contract comes into force and becomes effective on the day of its signing by both contracting parties.



- 10.2.** Issues that are not regulated by this contract are governed by the Czech law/, especially by the Act No. 89/2012, Civil Code.
- 10.3.** All attachments of this contract constitute its integral part.
- 10.4.** All changes or supplements of this contract must be made in the form of written supplements numbered in ascending order.
- 10.5.** This contract is made in four copies, and each contracting party will receive two of them.
- 10.6.** This contract comes into force and becomes effective on the day of its signing by both contracting parties.

Appendices:

Appendix no. 1 – specifications of the subject matter of this buying contract

In _Ottawa, Oct. 31, 2017

In Prague, 6. 11. 2017

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Seller

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Buyer