



EUROPEAN UNION
European Structural and Investment Funds
Operational Programme Research,
Development and Education

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Datum 11.12.2018 Podpis [redacted]
MINISTRY OF EDUCATION,
YOUTH AND SPORTS

Draft Contract for a Public Procurement

Identification of the Public Procurement

Name: Interactive Computer Simulation Virtual Patient

Type of the public procurement: Supplies

Type of procurement procedure: Open procedure

Address of the public procurement: <https://zakazky.muni.cz/vz00004723>

Identification of Contracting Authority

Name: Masaryk University, Faculty of Medicine

Registered office: Kamenice 753/5, 625 00 Brno-Bohunice

Company Reg. No.: 00216224

Represented by: Prof. MUDr. Martin Bareš, Ph.D., Dean of FM MU

Instrument of Assignment

All the technical, business and other terms and conditions that are processed by Contracting Authority in the form of a draft proposal of the Contract **must be fully respected by the selected Contractor.**

Contracting Authority **does not require that the draft Contract be presented** in their offer.

Masaryk University, Faculty of Medicine

Kamenice 753/5, 625 00 Brno, Czech Republic

T: [redacted]

Bank details: [redacted]

Reg. No.: 00216224, Tax ID No.: CZ00216224





EUROPEAN UNION
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DELIVERY CONTRACT FOR INTERACTIVE COMPUTER SIMULATION VIRTUAL PATIENT

pursuant to Section 1746, Subsection 2 of Act No. 89/2012 Sb., the Civil Code, as amended (hereinafter referred to as the "Civil Code")

CONTRACTING PARTIES

CUSTOMER:

Masaryk University,
registered office, Žerotínovo náměstí 617/9, 601 77 Brno,
Faculty of Medicine
address: Kamenice 753/5, 625 00 Brno-Bohunice
represented by: Prof. MUDr. Martin Bareš, Ph.D., Dean of FM MU
Reg. No.: 00216224,
Tax ID No.: CZ00216224,
Bank details: [REDACTED]
Account number: [REDACTED]
Contact person in contractual matters: [REDACTED]
[REDACTED]

Masaryk University is a public university according to Act No. 111/1998 Sb., not registered in the Commercial Register

(hereinafter referred to as "Customer")

CONTRACTOR:

Business organization/name: **St George's Hospital Medical School (trading as St George's, University of London)**
Registered office/place of business: Cranmer Terrace, London, SW17 0RE, UK
Company Reg. No.: not applicable (n/a)
Tax ID No.: 846/LSW3
Represented by: Prof Jennifer Higham Entry in the Commercial Register: administered by the n/a Court n/a, Section n/a, File n/a
Bank details: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Correspondence address: Cranmer Terrace, London, SW17 0RE, UK
Contact person: [REDACTED]
[REDACTED]

(hereinafter referred to as "Contractor")

Masaryk University, Faculty of Medicine

Kamenice 753/5, 625 00 Brno, Czech Republic

T: [REDACTED]

Bank details: [REDACTED] Reg. No.: 00216224, Tax ID No.: CZ00216224



(Contractor together with Customer hereinafter also referred to as "Contracting Parties" or "Parties hereto")

1. DEFINITIONS

- (a) **Strategic Education Investment Project (SIMU+) at Masaryk University (the "SIMU+ Project")** shall be a project funded by the Operational Programme Research, Development and Education (the "OP RDE") under Reg. No. CZ.02.2.67/0.0/0.0/16_016/0002416.
- (b) **Interactive Computer Simulation Virtual Patient (the "ICS VP")** shall be a set of virtual patients.
- (c) **Virtual Patient (the "VP")** shall be an interactive computer simulation of a real clinical situation or a real clinical case created for the purpose of education in medical and health study programmes, including the possibility of student assessment.
- (d) **Linear VP** shall be such VP the structure of which does not allow more parallel paths of passage.
- (e) **Branch-narrative VP** shall be such VP the structure of which allows more parallel paths of passage.
- (f) **VP Node** shall be the part of VP that describes verbally the state of VP development depending on user's (student's) decisions in previous nodes. In addition to the verbal description, it may contain some additional attachments. If the VP is of a branch-narrative type, branching occurs in nodes. Otherwise the VP consists of a series of nodes that follow on by selecting the correct option. These are the parts of the VP where students and their teachers solve individual problems and set themselves learning outcomes.
- (g) **Additional Attachments ("AA")** shall be any multimedia from clinical operations: e.g. photographs, videos, lab-method records, examples of physical or laboratory examinations (electrocardiogram, audiogram, charts from laboratory tests, etc.) and of theoretical fields: charts, diagrams, animations, etc.
- (h) **Supporting Study Materials ("SSM")** – tutor and student's notes – note-keeping part for tutors and a note-keeping part for students in a digital format suitable for reprint; it comes in the form of a structured text divided into two separate sections: a guide for tutors and a guide for students. SSM contain verbal descriptions of situations in all nodes of the VP, and each of them is supplemented by Process Hints and information to support the learning process by one of the scenario-based learning methods.
- (i) **Learning Outcomes** shall be specific measurable knowledge, skills and general competence which should be acquired by the student in the course of study to be demonstrated at the completion thereof. Learning Outcomes describe student's demonstrable knowledge, skills and competences better than teacher's intentions defined as objectives of the subject/field or as course content.
- (j) **Process Hints** shall be tips and advice for the teacher or tutor who uses the VP in teaching. These tips and advice shall support learning processes by directing teachers towards optimal work with groups of students in order to maximize their experience and memory footprint of the lesson.
- (k) **Source** shall be either literary or online source for both teachers and students relating to issues solved in respective SSM.
- (l) **Student Assessment Support ("SAS")** shall be either the multiple-choice questions (the MCQ) included in the VP or the VP version intended only for assessment.
- (m) **Expert Article** shall be an original or an overview article published in an Expert Periodical regardless of the publisher's country, which presents original research results and has been carried out by an author or team of which the author was a member. These are comprehensive texts of works with a structure complying with the requirements of the periodical publisher regarding the structure of a scientific work (most often summary, introduction, literary overview, material and methods, results, discussion, conclusion) with the usual way of citing sources or even the textual apparatus. Concerning expert periodicals, the articles of such type are listed under Original Contributions or Reviews.
- (n) **Expert Periodical** shall be a scientific peer-reviewed journal with a scientific editorial board that is/was published periodically, has the ISSN (or the e-ISSN) code, is published in printed, printed and electronic, or only electronic form, and is indexed in the databases of Web of Science (Thomson Reuters) and/or Scopus (Elsevier) and/or PubMed (US National Library of Medicine).
- (o) **Licence** shall be an authorization to exercise the intellectual property right under S 2358 and the following of the Civil Code in conjunction with the relevant provisions of Act No. 121/2000 Sb., on Copyright and Rights Related to Copyright and on Amendment to Certain Acts (the Copyright Act), as amended.

- (p) **Implementation** shall be the integration of software into Customer's system including testing, i.e. verification of the operation within the system.
- (q) **Implementation Team** shall be the persons responsible for individual parts of the subject-matter of performance, i.e. Implementation, Training, and OTS. Such a team consists of an Expert Guarantor, Tutor, and Computer Expert.
- (r) **Expert Guarantor** shall be a member of Contractor's Implementation Team, a person responsible for the implementation of the ICS VP.
- (s) **Training** shall be the training of authorized Customer's personnel in team based learning ("**TBL**"), problem based learning ("**PBL**"), case based learning ("**CBL**"), and scenario based learning ("**SBL**") teaching methods.
- (t) **Tutor** shall be a member of Contractor's Implementation Team responsible for Training in teaching methods. TBL, PBL, CBL, and SBL.
- (u) **Operational and Technical Support of the ICS VP (the "OTS")** shall be the support for Customer's needs provided in the form of professional counselling via e-mail, telephone, or in person for one year from the day of the delivery of ICS VP to Customer.
- (v) **Computer Expert** shall be a member of Contractor's Implementation Team responsible for deploying the systems for creation and use of VP in education and for providing OTS.
- (w) **CC** shall be Act No. 89/2012 Sb., the Civil Code, as amended.
- (x) **Invoice** shall be a tax document.

2. PURPOSE OF THE CONTRACT

- 2.1 As Contracting Authority of the public procurement "Interactive Computer Simulation Virtual Patient" (hereinafter referred to as the "public procurement") awarded in an open procedure in accordance with S 56 of Act No. 134/2016 Sb., on Public Procurement, as amended, (hereinafter "PPA"), Customer decided to award Contractor as a participant in a public procurement. Therefore, in order to comply with the subject of the public procurement, the Parties hereto enter on the day, month, and year mentioned hereunder the Contract for Delivery of ICS VP.
- 2.2 Customer purchases the ICS VP from the subsidies of the SIMU+ Project funded through OP RDE. The purpose of the SIMU+ Project is to provide the infrastructure and material technical needs of strategic activities implemented within the complementary ESF project MUNI 4.0. The implementation of the SIMU+ Project will provide investment support for activities aimed at increasing the relevance of university education for the needs of the labour market and/or practice. The Parties hereto agree that any breach, albeit partial, of the Contractual obligations, whether on the part of Contractor or Customer, may jeopardise the use of subsidies granted for the realization of the subject matter of the Contract, or may result in Customer being sanctioned by the authorities authorized to carry out the supervision of the SIMU+ Project under which auspices the subsidies are provided. Damage that may result from Customer's non-fulfilment of the obligations under the Contract may exceed the agreed remuneration.
- 2.3 The general objective of Customer, who seeks the fulfilment thereof through implementing the subject of the public procurement, is to provide the means to achieve the objective set in the SIMU+ Project, i.e. to newly accredit the General Medicine syllabus, especially in the area of changes in TBL, PBL, CBL, and SBL teaching methods and the methods of student assessment, and to do so by implementing ICS VP in education to be used continuously and developed independently. Acquired ICS VP shall be used to acquire knowledge in clinical medicine as well as for training and acquisition of soft skills such as clinical decision making and critical thinking of students of the Faculty of Medicine of the Masaryk University.
- 2.4 Customer places high demands on Contractor's past experience in the implementation of similar commitments. Considering the above, Contractor declares that they have sufficient prior experience in the performance of obligations in terms of content and scope similar to those provided for in the Contract, and that they have a qualified Implementation Team capable of ensuring the Implementation, Training, and

OTS to Customer. Contractor understands that Customer is a prestigious public university demanding a high level of offered performance.

3. SUBJECT-MATTER OF THE CONTRACT

- 3.1 Under the conditions described hereunder and in a proper and timely manner, Contractor undertakes to provide Customer with ICS VP wherefore Customer undertakes to pay Contractor remuneration.
- 3.2 The specifications of ICS VP and Customer's requirements are detailed in Annex 1 to the Contract and form an integral part hereof.
- 3.3 Contractor's commitment to provide ICS VP shall mean making it available to Customer by remote access (providing access passwords that can be installed on Customer's disc) so that Customer could make full use of ICS VP (**hereinafter the "provision of ICS VP"**). Simultaneously with ICS VP, Contractor is obliged to provide Customer with the documents and information necessary for the use thereof. If yet another act or activity is necessary to be performed by Contractor for Customer's full use of ICS VP, Contractor undertakes to perform them.
- 3.4 Besides the provision of ICS VP, the **part of the subject-matter of performance** also includes:
- (a) **Implementation** of ICS VP to be fully utilized for the purpose stipulated by Article 2 hereof,
 - (b) **Training** in the range of 20 man-days for one year from the day of delivery of ICS VP to Customer,
 - (c) **OTS** for Customer,
 - (d) **granting Licence** for the use of intellectual property rights, which are subject to ICS VP, and other performances provided for the duration hereof and for the entire duration of such rights as stipulated by the Contract,
 - (e) **handover of SSM**.
- 3.5 By signing the Contract, Contractor declares that ICS VP:
- (a) is the exclusive property of Contractor and no pledges or rights of third parties are attached thereto,
 - (b) no rights arising from intellectual or industrial property of third parties are attached thereto,
 - (c) it has no factual or legal defects.
- 3.6 If it is necessary for Customer's full use of ICS VP that the author(s) of ICS VP or another authorised person provided Customer with the Licence, Contractor is further obliged to provide Customer with
- (a) the Licence to the extent and manner described hereunder, in case Contractor is the author of ICS VP or is authorised by the author or another person authorised to grant the Licence, or
 - (b) the mediation of granting the Licence to Customer by the author or another authorised person so that Customer could make full use of ICS VP.
- 3.7 The Licence shall be provided to Customer as non-exclusive, to such uses and to the extent that the purpose hereof be fulfilled, and for the time-period corresponding to the purpose hereof, but over the period of at least 20 years. In particular, the Licence shall enable User to:
- change (alter) protected parts of ICS VP both in order to ensure interoperability with Customer's IT equipment and to adapt ICS VP to Customer's educational intentions,
 - use and make available ICS VP at all Customer's educational sites,
 - utilize and exploit ICS VP database parts,
 - acquire a sufficient number of copies for the purpose hereof,
 - further spread the altered contents and authorise other persons to use them upon the expiry of a 10-year protection period,
 - a Licence Agreement shall be concluded separately in writing.

4. REMUNERATION

- 4.1 The remuneration is determined by Contractor's offer submitted in the procurement procedure as the maximum and non-negotiable price for the fulfilment of the obligations hereunder, and it shall be:

CZK 6,700,000 (sixmillionsevenhundredthousand Czech korunas) excl. VAT

CZK 1,407,000 (onemillionfourhundredandseventhousand Czech korunas) VAT

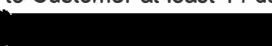

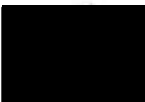
CZK 8,107,000 (eightmilliononehundredandseventhousand Czech korunas) incl. VAT

The remuneration shall include all the costs involved in complying with the obligations hereunder. The remuneration thus includes all the supplies and services necessary for the proper and timely fulfilment of the obligations under the Contract, including all related costs. Contractor also declares that the remuneration covers all the risks and effects which may be considered during the performance of contractual obligations and that the remuneration is determined with regard to the development of prices in the given field, including the development of exchange rates, until Contractor's obligations under the Contract are fulfilled.

- 4.2 Except as expressly provided, all prices herein are exclusive of Value Added Tax ("VAT"), which shall be charged by Customer in accordance with the regulations in force at the date of the chargeable event. The agreed remuneration is the most acceptable value.

5. CONTRACTOR'S OBLIGATIONS

- 5.1 Regarding the provision of performance under this Contract, Contractor undertakes in particular to:

- (a) **provide ICS VP** in accordance with Articles 3.3 and 3.4 hereof,
- (b) provide **Implementation ICS VP** upon making ICS VP available so that Customer could make full use of ICS VP to fulfil the purpose of the Contract under Article 2 hereof,
- (c) provide **OTS** for the needs of Customer, i.e. to provide professional counselling by e-mail, telephone on weekdays during working hours (from 9 a.m. to 5 p.m.) with the response time no later than 2 working days from the receipt of the request to ~~Customer's e-mail address~~. In case of the requirement for personal professional counselling, the request shall be sent to ~~Customer~~ at least 14 days in advance. ~~User~~ shall provide the service via Customer's e-mail address  or ~~Customer's telephone number~~  Contractor's
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- (d) enter into a **Licence Agreement** under Article 3.7 hereof,
- (e) perform **testing and verification of correct functionality** and, if necessary, to perform other necessary acts and activities so that ICS VP fulfilled its purpose reliably,
- (f) demonstrate to Customer that ICS VP is **competent to serve the purpose thereof reliably** (hereinafter the "Demonstration of Competence"). The Demonstration of Competence means putting a device into full operation,
- (g) **verify** in the Demonstration of Competence **individual specifications and requirements** listed in Annex 1 hereto in particular,
- (h) provide **Training** of Customer's authorised personnel.
- (i) **provide SSM** to the contact person.

5.2 Other Contractor's Obligations

Individual members of the Implementation Team shall have sufficient knowledge and experience in the services that are part of the subject-matter of performance hereof, in a similar range and character. The minimum requirements for Expert Guarantor, Tutor, and Computer Expert are laid down in the tender documents to the Public Procurement accessible remotely without restriction at e.g.:

<https://zakazky.muni.cz/vz00004723> as well as in the offer.

1. Contracting Parties agree that any changes of the members of the Implementation Team – i.e.

Expert Guarantor, Tutor, and Computer Expert – are only possible under the following conditions:

- Contractor shall provide Customer with a written application for such a change including any documents proving that the person to become a new member of the Implementation Team meets the requirements specified in the tender documents (Technical Qualification – professional skills and experience of the Implementation Team);
- Customer reserves the right to approve a new member of the Implementation Team; Customer shall respond to the written application no later than within 5 working days from the date of its delivery.

2. Customer is eligible for compensation as follows:

- in case of Expert Guarantor, CZK 20,000 for each 0.5 point difference in the point level upon the comparison of the original and new Expert Guarantor according to Public Procurement assessment criteria, and that for each commenced week until the end of OTS provision;
- in case of Tutor, CZK 10,000 for each 0.5 point difference in the point level upon the comparison of the original and new Tutor according to Public Procurement assessment criteria, and that for each commenced man-day of the Training by the new Tutor;
- in case of Computer Expert, CZK 10,000 for each 0.5 point difference in the point level upon the comparison of the original and new Computer Expert according to Public Procurement assessment criteria, and that for each commenced relevant week until the end of OTS provision by the new Computer Expert.

6. PAYMENT TERMS AND LIABILITY FOR UNPAID VAT

- 6.1 Customer shall provide no advance payments to Contractor.
- 6.2 Remuneration shall be paid upon the proper fulfilment of all the terms and conditions under Article 7.6 hereof on the basis of an Invoice issued by Contractor.
- 6.3 Remuneration shall be credited by Customer to Contractor's bank account referred to in Article 1 hereof. If Contractor states a different bank account on their Invoice, it is understood that they require payment to be made to the bank account stated therein.
- 6.4 Any pecuniary obligation shall be deemed fulfilled when debited from Customer's bank account in favour of Contractor's bank account.
- 6.5 If the remuneration is to be paid, either in the whole or in part, by a credit transfer to an account held by a payment service provider outside the country, SEPA (Single Euro Payment Area) payments with the SHA fee type shall be used for payment transfers.
- 6.6 The due date of Contractor's Invoice shall be 30 days from the day following the date of delivery of a perfect Invoice to Customer's registered office. The Parties hereto agree that S 1963 of the CC shall not apply to Invoice due dates, but be replaced by the terms and conditions hereof.
- 6.7 Contractor's Invoice shall be delivered no later than within 14 days from the date of the proper execution and completion of the subject-matter of performance pursuant to Article 7.6 hereof. Any failure to comply with the aforesaid deadline sets Contractor in default, which excludes Customer's default in the payment of the remuneration.
- 6.8 Contractor's Invoice shall contain all the terms of a tax document and an accounting document, comply in its form and content with Act No. 563/1991 Sb., as amended, and Act No. 235/2004 Sb., as amended, and to contain all the terms of a commercial document in accordance with S 435 (1) of the CC. The Invoice shall contain in particular:

- name of the public procurement – name/specification of the procurement procedure “INTERACTIVE COMPUTER SIMULATION VIRTUAL PATIENT”,
- name of the accounting document and its serial number,
- identification of Customer including the tax ID number,
- identification of Contractor including the tax ID number,
- terms of a business document,
- **bank account to which the payment shall be made,**
- description of the contents of the accounting document,
- date of issue,
- date of the taxable transaction,
- total price excluding tax,
- tax rate,
- total amount of the tax,
- total price inclusive of tax,
- signature of Contractor’s responsible person,
- name and reg. No. of the SIMU+ Project, i.e. “SIMU+ Strategic Education Investment Project at Masaryk University”, reg. No. CZ.02.2.67/0.0/0.0/16_016/0002416,
- Annex: a master copy of the Handover Certificate signed on both sides in accordance with Article 7.9 hereof.

If the Invoice fails to contain the aforementioned terms, it shall be returned by Customer for repair without payment. In such case, the due date shall re-run from the date of delivery of the repaired or newly issued Invoice.

Regarding Contractor, who is a person obliged to file an application for registration in accordance with Act No. 235/2004 Sb., on the Value Added Tax, as amended (the “VATA”), it shall be considered an unmet term thereof if the Invoice contains an account not published by the tax administrator as stipulated by S 109 (2) (c) of the VATA. In such case and according to the Customer’s choice, the Invoice shall either be returned without payment or paid to a different Contractor’s account published by the tax administrator and allowing for a remote access as stipulated by S 109 (2) (c) of the VATA.

- 6.9 Contractor is obliged to inform User in writing and without delay of any relevant facts referred to in S 109 (1) (a), (b), and (c) of the VATA which might be related to the non-payment of any taxable transactions under the VATA. Upon the receipt of such information on the facts referred to under S 109 (1) (a), (b), and (c) of the VATA, Customer reserves the right to pay in Contractor’s stead the tax on taxable transaction (“VAT”) directly to their respective tax administrator. In case of failure to comply with the duty to inform as stipulated by the aforesaid Article, Contractor shall be obliged to pay to Customer a contractual penalty in accordance with Article 8.5 hereof.
- 6.10 The Parties hereto agree that, as of 1st April 2013, the tax administrator publishes every unreliable VAT payer in the register of unreliable VAT payers maintained by the Ministry of Finance of the Czech Republic, and that according to S 109 (3) of the VATA, User – i.e. the recipient of a taxable transaction at the date of its realisation – shall be liable for VAT unpaid therefrom.
- 6.11 If, at the time of the taxable transaction, Contractor of taxable transaction is registered in the register of unreliable VAT payers, or if any one of the other factors relevant to the liability of Customer arises, Customer is entitled to pay to Contractor only the remuneration excluding VAT and to pay VAT to the relevant tax administrator under applicable law. Customer shall inform Contractor about the payment of VAT to the tax administrator without undue delay by the means of a copy of the notification to the tax administrator in accordance with S 109 (a) of the VATA.

7. PLACE OF PERFORMANCE, TIME OF PERFORMANCE, DELIVERY TERMS AND CONDITIONS

- 7.1 The place of performance is the **Faculty of Medicine, Masaryk University, Kamenice 126/3, 625 00, Brno**, building [REDACTED] the room shall be specified by the contact person.

The contact person for the provision of ICS VP, Implementation, receipt of SSM, and Training:



- [REDACTED]
- 7.2 Contractor is obliged to commence performance stipulated hereunder immediately **from the date of publication hereof in the Register of Contracts.**
- 7.3 Contractor undertakes to provide ICS VP, including all services and acts referred to in Article 7.6 hereof, no later than **30 days from the day following the date of the publication hereof in the Register of Contracts.**
- 7.4 Customer shall send the notification of the publication hereof in the Register of Contracts to the following **Contractor's e-mail:** [REDACTED] no later than the first working day following the publication hereof in the Register of Contracts.
- 7.5 The dates of the provision of ICS VP, Implementation, conclusion of the Licence Agreement, handover and takeover of SSM, and Training can be reasonably extended if:
- the preparatory phase is interrupted by Customer's written instruction,
 - the preparatory phase is interrupted due to an unforeseeable and insurmountable obstacle arising independently of the will of the parties (the *vis major*) pursuant to S 2913 (2) of the CC, whereat the Parties hereto shall be obliged to inform immediately each other of such circumstances and agree the solution thereof, otherwise *vis major* shall not be claimed.

Any extension of the deadline to provide ICS VP, Implementation, conclusion of the Licence Agreement, handover and takeover of SSM, and Training shall be determined by the duration of such obstacle or Customer's non-compliance with the commitments stipulated therein while taking into account the time necessary for the restoration of work, provided that Contractor took all measures to reduce or avoid the delay and the Parties hereto agreed so in a written agreement.

Contractor's delay with any parts of the subject-matter of performance hereof mentioned hereinabove shall be considered as a substantial breach of the Contract.

- 7.6 **According to the Contract, the subject-matter of performance shall be deemed completed and properly executed in case of:**
- the provision of ICS VP (according to Article 3.3 hereof),
 - the handover of SSM,
 - the signing of the Licence Agreement under Article 3.7 hereof,
 - the Training of authorised personnel,
 - due Implementation of ICS VP, testing and verification of proper functionality, and due putting of ICS VP into operation.

The stipulation as to the commitment to provide User with operational and technical support of ICS VP for one year (Article 5 hereof) shall remain unaffected thereby.

- 7.7 The day when all the terms and conditions of Article 7.6 hereof are met shall be the day of pursuing taxable transaction in accordance with Article 6.8 hereof.
- 7.8 Contractor undertakes to duly provide and officially hand over to Customer all the SSM for tutors and students, no later than 30 days following the date of the publication hereof in the Register of Contracts. Contractor is be obliged to inform Customer's contact person for the takeover about the exact date of the handover and takeover, no later than 5 days prior to delivery, i.e. before the date of the handover and takeover of SSM.
- 7.9 The delivery and proper completion of the respective parts of the subject-matter of performance shall be written into a **Handover Certificate** which shall contain the following:
- Contractor's and Customer's names and registered offices,
 - Contract identification,
 - identification of provided SSM,

- certification of due provision of ICS VP,
- certification of due Implementation, testing and verification of proper functionality, and due putting of ICS VP into operation,
- certification of the conclusion of a Licence Agreement,
- certification of due training of the staff,
- date of signing the Handover Certificate.

8. CONTRACTUAL PENALTIES AND DAMAGES

- 8.1 Regarding the fulfilment of obligations hereunder, if Contractor is in default over the deadline for the provision of ICS VP (including Implementation, conclusion of the Licence Agreement, handover and takeover of SSM, and Training) agreed hereunder, Customer is entitled to charge to Contractor a contractual penalty of 0.05 per cent of remuneration (excl. VAT) for each, even commenced, day of the delay.
- 8.2 Should the default with the fulfilment of obligations hereunder over the deadline for the provision of ICS VP (including Implementation, conclusion of the Licence Agreement, handover and takeover of SSM, and Training) agreed hereunder exceed 14 days, Customer is entitled to charge to Contractor a contractual penalty of 0.1 per cent of remuneration (excl. VAT) for the fifteenth and every other, even commenced, day of the delay.
- 8.3 If Customer falls into arrears with the payment of an Invoice against the agreed term and fails to prove that such delay was due to late release of funds by the grant provider, Contractor is entitled to charge to Customer interest of 0.02 per cent of the outstanding amount for each, even commenced, day of delay. Interest on late payment, within the intention of this paragraph, shall not be calculated from VAT which shall be paid by Customer directly to the account of Contractor's tax administrator pursuant to Articles 6.9 to 6.11 hereof.
- 8.4 If Contractor's statements – that no rights arising from either intellectual or industrial property of third parties are attached to ICS VP and/or that ICS VP suffers no legal defects – are proved false, Customer is entitled to charge a contractual penalty of 25 per cent of the remuneration, excluding VAT, for each legal defect or third parties' right that Customer becomes aware of.
- 8.5 In case of failure to comply with the duty to inform as stipulated in Article 6.9 hereof, Contractor shall pay to Customer a contractual penalty of 20 per cent of the amount of such potentially unpaid tax (i.e. the amount of User's liability for a potentially unpaid tax in accordance with S 109 (1) (a) of the VATA).
- 8.6 In case of Contractor's failure to provide the agreed OTS pursuant to Article 3.8 hereof, Customer is entitled to charge to Contractor a contractual penalty of 0.05 per cent of remuneration (excl. VAT) for each, even commenced, day of delay. Any failure to provide OTS for more than two working days following the date of Customer's request shall be considered to be a failure to comply with the duty.
- 8.7 If Customer withdraws from the Contract in accordance with Article 9.2 hereof, Contractor undertakes to reimburse Customer for caused damage and pay a contractual penalty of CZK 100,000 (one hundred thousand Czech korunas).
- 8.8 Contractual penalties under the Contract shall be paid on the basis of Invoices. The party obliged to pay a contractual penalty shall do so no later than thirty (30) days from the date of receipt of the relevant Invoice. The same deadline also applies to the payment of interest on late payment.
- 8.9 The payment of a contractual penalty shall be without prejudice to Customer's claim for damages caused by the breach of Contractor's obligations to which the penalty applies. The Parties hereto agree that the application of the contractual penalty and the claim for damages resulting from the breach hereof shall not be governed by S 2050 of the CC.

9. TERMINATION OF THE CONTRACT

- 9.1 The contractual relationship established hereby shall be terminated by the fulfilment of the subject-matter of performance, by the agreement of the Parties hereto, or by the withdrawal from the Contract.
- 9.2 Customer shall be entitled to withdraw from the Contract as follows:
- in case of substantial breach of obligations on the part of Contractor,
 - without undue delay when Contractor's conduct shows undoubtedly to result in substantial breach hereof whereas Contractor fails to provide reasonable assurance to Customer's request,
 - in case of insolvency proceedings conducted against Contractor's assets,
 - if Contractor provided information or documents in the offer submitted in the procurement procedure which failed to correspond to the facts and thus affected or might have affected the outcome of the procurement procedure,
 - if the provision of grant funds drawn on the implementation of the subject-matter hereof is suspended or terminated.
- 9.3 Contractor is entitled to withdraw from the Contract in case of substantial breach of contractual obligations on the part of Customer, where "substantial breach of the Contract on the part of Customer" shall be the failure to pay contractual remuneration within 30 days after the due date of the relevant Invoice that meets the requirements specified under Article 6.8 hereof.
- 9.4 Substantial breach of obligations on the part of Contractor and substantial breach of the Contract shall apply, *inter alia*, to the existence of legal defects of ICS VP which prevent or substantially limit the use of ICS VP, and/or the failure to provide parts of the subject-matter of performance in accordance with Article 3.4 hereof, and/or the failure to satisfy the technical parameters specified under Annex 1 hereto.
- 9.5 The withdrawal shall be made in writing, otherwise it is void. The withdrawal from the Contract takes effect upon the delivery of the notice of withdrawal to the other party hereto.

10. AMENDMENTS TO THE CONTRACT

- 10.1 This Contract shall only be amended or supplemented by written, continuously numbered contractual Amendments which shall be marked as such and validly signed by both Parties hereto.
- 10.2 If one of the Parties hereto submits a draft Amendment hereto, the other Party shall comment thereon within fifteen days of the date following the date of the delivery of the draft Amendment.
- 10.3 Contractor shall be entitled to transfer their rights and obligations hereunder to another person only with the prior written consent of Customer.

11. FINAL PROVISIONS

- 11.1 Contractor undertakes to comply with any and all terms and conditions stipulated herein and the annexes hereto. The Contract also contains tender documents and Contractor's offer, based on which this Contract was concluded and according to which the rights and obligations not provided for herein shall be considered. In case of any discrepancies between the tender documents and Contractor's offer, which would otherwise result in Customer's disadvantage or injury to Customer's rights over the tender documents, the content of the rights and obligations shall always be governed by the provisions of the tender documents.
- 11.2 Contractor shall assume the risk of substantial changes in circumstances.
- 11.3 Expression of will in relation to a supplement or variation that only changes the terms and conditions of the offer insignificantly shall not be considered the acceptance thereof. The Parties hereto agree that insignificant changes to the Contract shall not be governed by S 1740 (3) of the CC.

- 11.4 According to the Contract, the term delivery applies either to the date of delivery, by post or courier service, to the address of the Contracting Party specified in the heading hereof, or to the date of personal delivery to the other Contracting Party's disposal.
- 11.5 This Contract shall only be concluded in writing, any change and termination hereof shall only be made possible if the written form is kept. The validity of legal acts made in writing requires signature of the Parties hereto.
- 11.6 The Parties hereto have the obligation to pay damages in accordance with S 2909 and following of the CC. Damages shall be paid in cash.
- 11.7 The Parties hereto agree that this Contract and the legal relations arising herefrom are subject to the law of the Czech Republic. The Parties hereto agree that any legal disputes arising between them on the basis of the Contract shall be resolved by the competent courts of the Czech Republic.
- 11.8 Under the terms and conditions hereof, in accordance with Customer's instructions, and with all due care, Contractor undertakes to suffer the publication of the concluded Contract including any amendments thereto in accordance with S 219 of Act No. 134/2016 Sb., on Public Procurement, as amended (hereinafter referred to as "PPA"), and to provide full cooperation to meet the obligations arising from the wording thereof.
- 11.9 The Parties hereto express their awareness of the fact that this Contract shall be published by Customer in the Register of Contracts in accordance with the Contracts Register Act.
- 11.10 The Parties hereto declare that prior to signing the Contract, they clarified to one another which parts hereof shall be subject to confidentiality and shall not be published in the Register of Contracts.
- 11.11 If the Parties hereto fail to publish the Contract in the Register of Contracts in accordance with the Contracts Register Act, they shall seek to protect their mutual legitimate interests, in particular the protection of intellectual property rights, commercial secret, know-how, classified information, personal data, or similar protection of third party rights.
- 11.12 No provision hereof that becomes invalid or ineffective shall make invalid or ineffective other provisions herein, and the issues which are subject to such invalid or ineffective provision shall be assessed in accordance with the provisions contained in generally binding legal regulations which, for their purpose, correspond best to the subject-matter of any amendment to an invalid or ineffective provision.
- 11.13 Pursuant to Act No. 340/2015 Sb., this Contract shall become effective as of its publication in the Register of Contracts.
- 11.14 Under the terms and conditions hereof, in accordance with Customer's instructions, and with all due care, Contractor undertakes:
- (a) to archive at least until 31st December 2033 any and all documents made in connection with the performance hereof and, at any time during this period, to allow Customer to access such archived documents; Customer shall be entitled to accept the above documents free of charge after the expiration of ten years from the date of receipt of an item from Contractor; if the legal provision provides for a longer period of archiving any of the documents, Contractor shall be obliged to comply with such legislation,
 - (b) as a person obligated under S 2 (e) of Act No. 320/2001 Sb., on Financial Control in Public Administration, as amended, to cooperate during the exercise of the financial control, which means, inter alia, to allow to the managing authority of the OP RDE, the Ministry of Education, Youth and Sports, the Ministry of Finance as the audit authority and the paying and certification authority, accredited audit bodies, tax authorities, the European Commission, the European Court of Auditors and the European Anti-Fraud Office, the Public Prosecutor's Offices, the Supreme Audit Office, the Office for the Protection of Competition, and other bodies authorized to control the relevant legislation, access to the place of execution of the work and access to information and documents drawn up in connection with the performance of obligations under the Contract, including access to even such information and documents that are subject to protection under special legal regulations (e.g. commercial secret, confidential information), if the requirements of the relevant legislation (e.g. S 11 (c) and (d), or S 12 (2)

(f) of Act No. 552/1991 Sb., on State Control, as amended). Contractor is obliged to provide the aforementioned authorities with cooperation in the inspections performed,

(c) to enable, in contracts with their subcontractors, the control authorities referred to under the previous paragraph to control Contractor's subcontractors within the scope of the previous paragraph.

11.15 An inseparable part of the Contract contains the Annex, namely:

Annex 1 Technical Conditions and Technical Specification of the Offered Performance

In case of any discrepancies or contradictions between the wording hereof and the Annex hereto, the text of the Contract shall apply.

11.16 This Contract is drawn out in two counterparts, each of which shall have the force of the master copy and of which each party hereto shall obtain one.

11.17 The Parties hereto have read the contents hereof prior to signing the Contract and agree with its contents, and they also agree that the Contract constitutes a complete agreement between the Parties hereto and has not been concluded under distress or conspicuously inexpedient conditions. In witness whereof they sign their hands.

Date: 24-09-2018

Date: 6/9/18

Customer:

Name and surname, title:
prof. MUDr. Martin Bareš, Ph.D.
Dean of FM MU

Signature:

Contractor:

Mark Cranmer
Director, Joint Research and Enterprise Services
Name and surname, title:
St George's University of London
St George's University Hospitals
NHS Foundation Trust

Signature:

Dr Sven Hofmann
Head of Enterprise and Innovation
St George's University of London
St George's University Hospitals NHS Foundation Trust

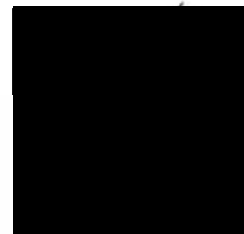


EUROPEAN UNION
European Structural and Investment Funds
Operational Programme Research,
Development and Education




Annex 1 (Technical Conditions and Technical Specification of the Offered Performance)


05/09/2018



Masaryk University, Faculty of Medicine

Kamenice 753/5, 625 00 Brno, Czech Republic

 www.med.muni.cz

Bank details:  Reg. No.: 00216224, Tax ID No.: CZ00216224





EUROPEAN UNION
European Structural and Investment Funds
Operational Programme Research,
Development and Education



Interactive Computer Simulation Virtual Patient Technical Conditions

ICS VP	Technical Conditions – Technical Specifications by the Contracting Authority
Parameter Description	Value as Required by the Contracting Authority
The language of the descriptions of situations and clinical parameters	Czech and/or English language
ICS VP Format	<p>a digital version suitable for repeated printing (reprint) shall include SSM and shall allow for content changes – MS Word and PDF documents</p> <p>a digital version suitable for on-line playback of VPs – XML format of individual files according to the MedBiquitous ANSI standard for VPs¹ – preview is done in an on-line environment created by the latest current version of the system for creating and playing electronic VPs; the digital version suitable for on-line playback of VPs is fully compatible with the latest stable version of the freely available / open source system for creating and playback of Virtual Patients (e.g. Open Labyrinth, see http://openlabyrinth.ca/)</p>
AA Format: a digital version to be attached to on-line Virtual Patients played in an open source system (e.g. OpenLabyrinth)	JPG raster graphics, PDF vector graphics, MP4 video
Number of linear VPs	min. 36 VPs
Number of branched-narrative VPs	min. 18 VPs
The content of the offered ICS VP must include	ICS VP must contain at least subjects/courses and at least subject areas listed in Tables 1 and 2 (see below)

¹ B. Azan, V. Smothers, ANSI /MEDBIQ VP.10.1-2010 MedBiquitous Virtual Patient Player Specifications and Description Document. Approved American National Standard., (2010).



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Development and Education



Table 1: List of subjects/courses

Předmět Subject/Course	Semester
První pomoc / First Aid	1
Teoretické základy klinické medicíny / Fundamental Theory of Clinical Medicine I	4
Propedeutika / Propedeutic I	4
Propedeutika / Propedeutic II	5
Teoretické základy klinické medicíny / Fundamental Theory of Clinical Medicine II	5
Patologie / Pathology I	5
Patologická fyziologie / Pathological Physiology I	5
Propedeutika / Propedeutic III	6
Teoretické základy klinické medicíny / Fundamental Theory of Clinical Medicine III	6
Patologie / Pathology II	6
Patologická fyziologie / Pathological Physiology II	6
Teoretické základy klinické medicíny / Fundamental Theory of Clinical Medicine IV	7
Diagnostické zobrazovací metody / Diagnostic imaging	block tuition 7 th or 8 th sem.
Klinická genetika / Clinical Genetics	block tuition 7 th or 8 th sem.
Soudní lékařství / Forensic Medicine	block tuition 7 th or 8 th sem.
Lékařská psychologie a psychosomatika / Psychology and Psychosomatics	block tuition 7 th or 8 th sem.
Diferenciální diagnostika / Differential Diagnostics	block tuition 9 th or 10 th sem.
Psychiatrie/ Psychiatry	block tuition 9 th or 10 th sem.
Anesteziologie a léčba bolesti / Anesthesiology and Pain Management I	7
Anesteziologie a léčba bolesti / Anesthesiology and Pain Management II	10

Table 2: List of topics of a multi-semester subject of Fundamental Theory of Clinical Medicine (FTCM)

Semester	Theme no.	Theme
4	1	Stem Cells, Wound Healing, Regeneration in Medicine
4	2	Nutrition Disorders
5	3	Microbial Microflora, Microorganism x Macroorganism Relationship
5	4	Autoimmunity and Hypersensitivity in Clinical Medicine
6	5	Atherosclerosis
6	6	Hypertension
6	7	Diabetes mellitus
6	8	Metabolic Bone Disease
7	9	Chronic Obstructive Pulmonary Disease
7	10	Gastroduodenal Ulcer Disease, Functional Disorders of the Gastrointestinal Tract
7	11	Cancerogenesis
7	12	Shock, Disorders of Consciousness
7	13	Common Symptoms and Conditions in Neurological and Psychiatric Diseases

Quality of the Offered Performance (Annex to the Offer Form)

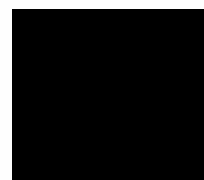
Words and phrases with initial capital letters or abbreviations are definitions introduced into the tender specifications, particularly in the text of the tender documents or in Article 1 of the Contract.

Criterion	Weight	Participant's offer	
Quality of the offered performance	100%	Selecting the appropriate in this column, Contractor provides parameters of the offered ICS VP that are beyond the minimum requirements of the Contracting Authority or minimum technical qualification prerequisites and which are the subject of evaluation.	Contractor may fill in a link or make a note in this column – OPTIONAL.
Participant offers ICS VP meeting the requirements herein: TOTAL MAX. 25 POINTS		Number of nodes – minimum request of the Contracting Authority Each VP has at least 5 nodes.	Each VP has at least 11 nodes
		The number of nodes – an offer beyond the min. requirements of the Contracting Authority: At least ½ of the VP has at least 20 (4,5 bodů) nodes. MAX. 9 POINTS	The average node number is 34 and the range is 11-124. Branched VPs typically have more nodes than linear nodes.
		Coverage of nodes with AA – min. requirement of the Contracting Authority: Each VP has at least 10% of nodes covered with AA.	Click here or enter text.
		Cove of nodes with AA – an offer beyond the min. requirements of the Contracting Authority: At least ½ of the VP has at least 25% (6 bodů) nodes covered with AA. MAX. 8 POINTS	Complex cases may have more AAs in total, but less as a percentage, because the complexity and additional value is more in the decision-making element of such a case, and less in the media
		The use of the VP for student assessment – min. requirement of the Contracting Authority: At least 10% of the VP comes with SAS.	Click here or enter text.
		The use of the VP for student assessment – offer beyond the min. requirements of the Contracting Authority: At least 30 a vice % (8 bodů) of the VP come with SAS. MAX. 8 POINTS	Please note: ALL 18 branched VPs have the capacity to have the points where the learner makes choices activated (very easily) for 'scoring', as formative or summative assessment. This would increase the percentage of the VP with SAS to approximately 40%.

		In addition the assessment tool known as Interactive Clinical Images (ICIs), will be made available so that the Contracting Authority can easily produce further Interactive assessments if required. Other assessment tools are built into the software
Participant offers within the SSM TOTAL MAX. 50 POINTS	Number of pages – min. requirement of the Contracting Authority: Each VP has at least 4,000 words of SSM.	Click here or enter text.
	Number of pages – an offer beyond the min. requirements of the Contracting Authority: At least ½ of the VP has at least 8350 a vice (30 bodů) words of SSM. MAX. 30 POINTS	The average number of words of SSM is over 11,000, ranging from 7,900 – 18,400. The larger numbers of SSM are in the branched cases.
	SSM for teachers Include suggestions for discussion for at least 50 a vice % (5 bodů) VPs. MAX. 5 POINTS	All 54 VPs include suggestions for discussion
	SSM for teachers Include Learning Outcomes for at least 50 a vice % (5 bodů) VPs. MAX. 5 POINTS	All 54 VPs include Learning Outcomes
	SSM for teachers Include Process Hints for at least 50 a vice % (5 bodů) VPs. MAX. 5 POINTS	All 54 VPs include Process Hints
	SSM for all VPs Include references to at least 5 a vice Pramenů (5 bodů). MAX. 5 POINTS	Average number of references is 12
MEMBERS OF THE REALIZATION TEAM		
Expert Guarantor	EDUCATION: Min. technical qualification competency:	Professor Terence (Terry) Alan Poulton, BSc (Biological Sciences), PhD (Immunology, Pathology)

TOTAL MAX. 12 POINTS	Expert Guarantor has at least a Master's degree from university education in medicine and/or pedagogy (i.e. they have an internationally recognized academic-scientific degree obtained at the secondary university cycle of education; in the Czech Republic: MUDr., Mgr. and similar)		
	Offer beyond technical competencies: Choose one of the following options		
		Expert Guarantor has a PhD degree in medicine and/or pedagogy (i.e. they have an internationally recognized academic-scientific degree obtained at the tertiary university cycle of education). 1 POINT	
	<input type="checkbox"/>	Expert Guarantor is an associate professor in medicine and/or pedagogy (a scientific-pedagogical rank of a university educator higher than an assistant professor and lower than a professor). 2 POINTS	
	<input checked="" type="checkbox"/>	Expert Guarantor is a professor in medicine and/or pedagogy (i.e. they have the highest scientific-pedagogical rank of a university educator). 3 POINTS	
	Technical qualification – reference contracts: Min. technical qualification competency: In the position of an expert guarantor or similar, Expert Guarantor has realized at least one reference contract which meets at least the following: <ol style="list-style-type: none"> 1. The subject-matter of the reference contract also was the Implementation of the ICS VP and Training in TBL, PBL, CBL, and SBL teaching methods for the students of medical and health programmes at tertiary-education institutions. 2. The commitment to the Implementation of the ICS VP and Training in TBL, PBL, CBL, and SBL teaching methods was fulfilled in the last five years prior to the commencement of the procurement procedure to the public procurement. 		
Offer beyond the technical competencies: Participant declares honestly that Expert Guarantor realized in the position of an expert guarantor or similar at least 4 a vice (3 body) reference contract(s) which meet at least the following: <ol style="list-style-type: none"> 1. The subject-matter of the reference contract also was the Implementation of the ICS VP and Training in TBL, PBL, CBL, and SBL teaching methods for the students of medical and health programmes at tertiary-education institutions. 2. The commitment to the Implementation of the ICS VP and Training in TBL, PBL, CBL, and SBL teaching methods was fulfilled in the last five years prior to the commencement of the procurement procedure to the public procurement. 			
MAX. 3 POINTS			

	<p>Reference contract #2:</p> <p>The Centre for International Cooperation in Education (DZS) Address: Na Poříčí 1035/4, 110 00 Praha 1.Czech Republic, Reference number: 2014-1-CZ01-KA203-002002</p>	<p>Identification of the subject-matter of performance: Clinical Reasoning Skills Enhancements with the Use of Simulations and Algorithms – CROESUS</p> <p>Date: 31.8.2016</p> <p>Customer's contact person: Daniel Schwarz, Institute of Biostatistics and Analysis at Masaryk University (Czech Republic) [REDACTED]</p> <p>The reference contract was delivered in proper and timely manner.</p>
	<p>Reference contract #3:</p> <p>Education, Audiovisual and Culture Executive Agency (EACEA) Unit A2– Erasmus + Higher Education - Knowledge Alliances, Bologna Support, Jean Monnet, SPA2 04/108, Rue de Spa 2, 1000 Brussels +32 2 295 40 02, EACEA-KNOWLEDGE-ALLIANCES@ec.europa.eu</p>	<p>Identification of the subject-matter of performance: Widening Access to Virtual Educational Scenarios _ WAVES NB Development phase of this contract completed by March 2018 and accepted and remunerated by the contractor, the EACEA. Entire contract to be completed by January 2019</p> <p>Date: 31.3.2018</p> <p>Customer's contact person: Terence Poulton, St George's University of London [REDACTED]</p> <p>The reference contract was delivered in proper and timely manner.</p>
	<p>Reference contract #4:</p> <p>Erasmus+, Capacity Building in Higher education, Education Audiovisual & Culture Executive Agency, Avenue du Bourget 1, J59 BE-1049 Brussels, Reference number 561583 -EPP-1-2015-KZ-EPPKA2-CBHE-JP Contact: EACEA-EPLUS-CBHE@ec.europa.eu</p> <p>Contractor may provide further reference contracts in a separate annex.</p>	<p>Identification of the subject-matter of performance: Training Against Medical Errors,TAME</p> <p>Implementation of a suite of VP resources, in both linear and branching structures, designed to provide training in issues relating to medical error. Implementation phase completed and remunerated by July 2017. Entire contract completed by Autumn 2018</p> <p>Date: 30.6.2017</p>



		Customer's contact person: Sholpan Kalieva, Karaganda State Medical University, Sholpan_ks@mail.ru; +7 7212 51 3479 The reference contract was delivered in proper and timely manner.
	LENGTH OF EXPERIENCE: Min. technical qualification competency: Expert Guarantor has at least 2-year experience in ICS VP.	
	Offer beyond the technical competencies: Expert Guarantor has at least 8 let (3 body) year(s) of experience in ICS VP. MAX. 3 POINTS	
	PUBLICATIONS: Min. technical qualification competency: Expert Guarantor has published at least one professional article on TBL, PBL, CBL, and SBL teaching methods and/or the ICS VP.	
	Offer beyond the technical competencies: Expert Guarantor has published 7 a vice Odborných článků (3 body) on TBL, PBL, CBL, and SBL teaching methods and/or the ICS VP MAX. 3 POINTS	
Tutor	EDUCATION: Min. technical qualification competency: Tutor has achieved at least a Master's degree (i.e. they have an internationally recognized academic-scientific degree obtained at the secondary university cycle of education).	Ella Poulton , PhD
TOTAL MAX. 7 POINTS	Offer beyond the technical competencies:	
	<input checked="" type="checkbox"/>	Tutor has a PhD degree (i.e. they have an internationally recognized academic-scientific degree obtained at the tertiary university cycle of education) 2 POINTS
	Technical qualification – reference contracts: Min. technical qualification competency:	

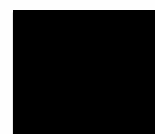
	<p>In the position of a tutor or similar, Tutor has realized no fewer than one reference contract that meets at least the following:</p> <ol style="list-style-type: none"> 1. The subject-matter thereof also was Training in TBL, PBL, CBL, and SBL teaching methods for the students of medical and health programmes at tertiary-education institutions. 2. The commitment to the Implementation and Training in the teaching methods was fulfilled in the last five years prior to the commencement of the procurement procedure to the public procurement. 	
	<p>Offer beyond the technical competencies:</p> <p>Participant declares honestly Tutor realized in the position of a tutor or similar at least 3 (2 body) reference contract(s) which meet at least the following:</p> <ol style="list-style-type: none"> 1. The subject-matter thereof also was Training in TBL, PBL, CBL, and SBL teaching methods for the students of medical and health programmes at tertiary-education institutions. 2. The commitment to the Implementation and Training in the teaching methods was fulfilled in the last five years prior to the commencement of the procurement procedure to the public procurement. <p>MAX. 3 POINTS</p>	
	<p>Reference contract #2:</p> <p>TEMPUS Programme, Capacity Building in Higher Education, Education Audiovisual & Culture Executive Agency, Avenue du Bourget 1, J59 BE-1049 Brussels, Reference number No530519-TEMPUS-1-2012-1-UK-TEMPUS-JPCR Contact: EACEA-EPLUS-CBHE@ec.europa.eu</p>	<p>Identification of the subject-matter of performance: Establishment of the Supra-Regional Network of the National Centres in Medical Education, focused on PBL and Virtual Patients – ePBLnet</p> <p>Date: 15.1.2016</p> <p>Customer's contact person: Panagiotis D. Bamidis, Aristotle University of Thessaloniki, Greece. bamidis@med.auth.gr, [REDACTED]</p> <p>[REDACTED] St.Gerorge's university of London</p> <p>The reference contract was delivered in proper and timely manner.</p>
	<p>Reference contract #3:</p> <p>Erasmus+, Capacity Building in Higher education, Education Audiovisual & Culture Executive Agency, Avenue du Bourget 1, J59 BE-1049 Brussels, Reference number 561583 -EPP-1-2015-KZ-EPPKA2-CBHE-JP Contact: EACEA-EPLUS-CBHE@ec.europa.eu</p>	<p>Identification of the subject-matter of performance: Training Against Medical Error, TAME Training and implementation of a suite of VP resources, in both linear and branching structures, designed to provide training in multiple learning activities to deliver</p>



		<p>courses in Medical Error. Training was completed and signed off and remunerated by the EC at the contract mid point in July 2017</p> <p>Date: 30.6.2017</p> <p>Customer's contact person: [REDACTED]</p> <p>The reference contract was delivered in proper and timely manner.</p>
	<p>Reference contract #4:</p> <p>Contractor may provide further reference contracts in a separate annex.</p>	<p>Identification of the subject-matter of performance: Subject-matter of performance</p> <p>Date: Date</p> <p>Customer's contact person: Name. e-mail. phone.</p> <p>The reference contract was delivered in proper and timely manner.</p>
	<p>LENGTH OF EXPERIENCE:</p> <p>Min. technical qualification competency:</p> <p>Tutor has at least 2-year experience in TBL, PBL, CBL, and SBL teaching methods for the students of medical and health programmes at tertiary-education institutions.</p>	
	<p>Offer beyond the technical competencies:</p> <p>Tutor has at least 6 a vice let (2 body) year(s) of experience in TBL, PBL, CBL, and SBL teaching methods for the students of medical and health programmes at tertiary-education institutions.</p> <p>MAX. 2 POINTS</p>	
	Computer Expert	<p>EDUCATION:</p> <p>Min. technical qualification competency:</p> <p>[REDACTED]</p>



TOTAL MAX. 6 POINTS	Computer Expert has achieved at least a Master's degree in engineering or science (i.e. they have an internationally recognized academic-scientific degree obtained at the secondary university cycle of education, e.g. Mgr., MSc., Ing. and similar).	
	Offer beyond the technical competencies:	
	<input type="checkbox"/>	Computer Expert has a PhD degree (i.e. they have an internationally recognized academic-scientific degree obtained at the tertiary university cycle of education) 1 POINT
	Technical qualification – reference contracts: Min. technical qualification competency: In the position of a computer expert or similar, Computer Expert realized at least one reference contract that meets at least the following: <ol style="list-style-type: none"> 1. The subject-matter thereof was to deploy systems for creation and use of VP in education and to provide OTS. 2. The commitment to deploy systems for creation and use of VP in education and to provide OTS was fulfilled in the last five years prior to the commencement of the procurement procedure to the public procurement. 	
	Offer beyond the technical competencies: Participant declares honestly that Computer Expert realized in the position of a computer expert or similar at least 4 a vice (3 body) reference contract(s) which meet at least the following: <ol style="list-style-type: none"> 1. The subject-matter thereof was to deploy systems for creation and use of VP in education and to provide OTS. 2. The commitment to deploy systems for creation and use of VP in education and to provide OTS was fulfilled in the last five years prior to the commencement of the procurement procedure to the public procurement. 	
MAX. 3 POINTS		
Reference contract #2: Establishment of the Supra-Regional Network of the National Centres in Medical Education, focused on PBL and Virtual Patients – ePBLnet project		Identification of the subject-matter of performance: Clinical Reasoning Skills Enhancements with the Use of Simulations and Algorithms – CROESUS Provided technical knowledge and support, and maintained a reference instance of the OpenLabyrinth VP system. This system provided a platform for the delivery of training in the development of VP scenarios



		<p>for clinical education, a suite of VPs subsequently deployed with learners.</p> <p>Date: 31.8.2016</p> <p>Customer's contact person: [REDACTED]</p> <p>The reference contract was delivered in proper and timely manner.</p>
	<p>Reference contract #3:</p> <p>Education, Audiovisual and Culture Executive Agency (EACEA) Unit A2– Erasmus + Higher Education - Knowledge Alliances, Bologna Support, Jean Monnet, SPA2 04/108, Rue de Spa 2, 1000 Brussels +32 2 295 40 02, EACEA-KNOWLEDGE-ALLIANCES@ec.europa.eu</p>	<p>Identification of the subject-matter of performance: Widening Access to Virtual Educational Scenarios _ WAVES NB technical phase of this contract was completed by March 2018 and accepted and remunerated by the contractor EACEA</p> <p>Date: 31.3.2018</p> <p>Customer's contact person: [REDACTED]</p> <p>The reference contract was delivered in proper and timely manner.</p>
	<p>Reference contract #4:</p> <p>Erasmus+, Capacity Building in Higher education, Education Audiovisual & Culture Executive Agency, Avenue du Bourget 1, J59 BE-1049 Brussels, Reference number 561583 -EPP-1-2015-KZ-EPPKA2-CBHE-JP Contact: EACEA-EPLUS-CBHE@ec.europa.eu</p> <p>Contractor may provide further reference contracts in a separate annex.</p>	<p>Identification of the subject-matter of performance: Training Against Medical Error, TAME Supported the technical implementation and evaluation of a suite of VP resources, in both linear and branching structures, designed to provide training in issues relating to medical error. The suite of VPs were deployed using the OpenLabyrinth VP system in 6 institutions across Eastern Europe, Central Asia, and South east Asia.</p> <p>Date: 30.6.2017</p>



		Customer's contact person: [REDACTED] [REDACTED] [REDACTED] [REDACTED] The reference contract was delivered in proper and timely manner.
		LENGTH OF EXPERIENCE:
		Min. technical qualification competency Computer Expert has at least 2-year experience in the deployment of systems and the operational and technical support of systems for the creation and use of VP.
		Offer beyond the technical competencies: Computer Expert has at least 6 a vice let (2 body) year(s) of experience in the deployment of systems and the operational and technical support of systems for the creation and use of VP. MAX. 2 POINTS

