

Smlouva č. 048/0VZ/PJ/2016

**Smlouva
o zajištění elektronického informačního zdroje
UpToDate**

uzavřená níže uvedeného dne, měsíce a roku ve smyslu ustanovení § 1746 odst. 2 zákona č. 89/2012 Sb., občanský zákoník, ve znění pozdějších předpisů (dále jen „občanský zákoník“)

1. Smluvní strany

1.1 Dodavatel:

Albertina icome Praha s.r.o.

zapsán v obchodním rejstříku, vedeném Městským soudem v Praze, oddíl C, vložka 20775

Se sídlem: Štěpánská 16, 110 00 Praha 1

Zastoupený: Ing. Vladimírem Karenem, jednatelem

Osoba oprávněná jednat ve věcech technických: Ing. Jakub Petřík

Tel: 222 231 212

IČ: 49612158

DIČ: CZ49612158

Bankovní spojení: UniCredit Bank Praha
číslo účtu 5127725001/2700

(dále jen „dodavatel“)

1.2 Odběratel:

Univerzita Palackého v Olomouci

veřejná vysoká škola – režim existence dle zákona č. 111/1998 Sb., o vysokých školách a o změně a doplnění dalších zákonů (zákon o vysokých školách), ve znění pozdějších předpisů

Se sídlem: Křížkovského 8, 771 47 Olomouc

Rektor: prof. Mgr. Jaroslav Miller, M.A., Ph.D.

Osoba oprávněná jednat ve věcech technických: Mgr. Veronika Kopečná

IČ: 61989592

DIČ: CZ61989592

Bankovní spojení: 19-1096330227/0100

(dále jen „odběratel“)

2. Prohlášení smluvních stran

- 2.1.** Dodavatel je smluvním partnerem poskytovatele elektronického informačního zdroje UpToDate a zároveň jejich oprávněným a jediným autorizovaným distributorem v České republice. Dodavatel je oprávněn zprostředkovat tyto licence k produktům v ČR. Dodavatel prohlašuje, že není nabyvatelem těchto licencí na základě licenčních smluv mezi poskytovateli a dodavatelem.

3. Předmět smlouvy

- 3.1.** Předmětem smlouvy je zajištění elektronického informačního zdroje **UpToDate**, specifikovaný dále v příloze 1 této smlouvy (dále jen "produkty") pro odběratele. Produkty jsou poskytovány formou online



přístupu k serverům poskytovatele licence uvedenému v příloze 1 této smlouvy (dále jen „poskytovatel“) na období počínaje od 1. 6. 2016 do 30.4.2017.

3.2. Předmětem této smlouvy je i technická a provozní podpora pro zpřístupnění elektronického informačního zdroje **UpToDate** oprávněným uživatelům po dobu trvání licence, odborné konzultace a spolupráce při zajištění školení pro uživatele. Dále jsou součástí předmětu také ostatní práce a výkony touto smlouvou výslovně neuvedené, avšak dodavatel věděl, vědět měl nebo mohl vědět s ohledem na svoje odborné znalosti a zkušenosti, že jejich provedení je nutné pro řádné splnění smlouvy.

3.3. Vzhledem k charakteru předmětu smlouvy (obsah elektronických informačních zdrojů je chráněn autorským právem) se na užití produktů vztahuje ustanovení licenčních podmínek resp. licenčního ujednání konkrétního poskytovatele, jejichž kopie tvoří přílohu č. 2 této smlouvy.

4. Cena a platební podmínky

4.1. Cena za plnění v rámci této smlouvy se stanovuje dohodou mezi odběratelem a dodavatelem ve výši 943 450,00 Kč včetně DPH, v rozsahu cenové nabídky uvedené v příloze č. 1 této smlouvy. V případě, že by ke dni fakturace dodavatelem došlo ke změně kurzu ČNB – střed - výchozí měny (USD) oproti kurzu použitému v kalkulaci (uveden v příloze 1 této smlouvy) o více než 1%, mění se smluvní cena automaticky na cenu přepočtenou kurzem aktuálním ke dni fakturace dodavatelem. Právo fakturovat vzniká dodavateli dnem podpisu smlouvy oběma smluvními stranami. Dnem fakturace, který je zároveň dnem uskutečnění zdanitelného plnění, dochází k poskytnutí práva k využití produktů. Odběratel uhradí cenu na základě faktury vystavené dodavatelem ve lhůtě splatnosti 30 dnů ode dne prokazatelného doručení faktury odběrateli.

4.2. Faktura musí splňovat náležitosti daňového a účetního dokladu podle zákona č. 563/1991 Sb., o účetnictví, ve znění pozdějších předpisů, zákona č. 235/2004 Sb., o dani z přidané hodnoty, ve znění pozdějších předpisů a musí mít náležitosti obchodní listiny dle § 435 občanského zákoníku. V případě, že daňový doklad výše uvedené náležitosti nebude splňovat, nebo bude obsahovat nesprávné údaje, vrátí odběratel daňový doklad do dne splatnosti daňového dokladu k opravení bez jeho proplacení. Lhůta splatnosti se v takovém případě dnem zpětného odeslání staví a poté počíná běžet znovu ode dne doručení opravené či nově vyhotovené faktury na adresu odběratele uvedenou v záhlaví této smlouvy.

4.3. Pro případ prodlení odběratele se zaplacením faktury je tento povinen zaplatit dodavateli úrok z prodlení z dlužné částky v zákonné výši, který je splatný do 10 dnů ode dne doručení výzvy k jeho zaplacení.

5. Odpovědnost za vady a smluvní pokuta

5.1. Dodavatel se zavazuje zpřístupnit produkt odběrateli od 1. 6. 2016 do 30.4.2017. Pro případ porušení tohoto závazku se sjednává smluvní pokuta ve výši 0,05 % ze smluvní ceny za každý den prodlení. Dodavatel není v prodlení podle předchozí věty v případě, že dojde k prodlení ve zpřístupnění produktu v důsledku prodlení s podpisem písemných licenčních ujednání mezi odběratelem a poskytovatelem (pokud poskytovatel vyžaduje písemnou formu).

5.2. Dodavatel neodpovídá za to, jak aktuální a kvalitní informace jsou v zpřístupňovaných informačních zdrojích k dispozici. Dodavatel rovněž neodpovídá za případnou existenci poruch v přístupu k informačním zdrojům či jejich dočasnou nedostupnost, kterou nezavinil porušením svých povinností.

5.3. Dojde-li během trvání této smlouvy k významným změnám na straně poskytovatele (např. k zásadním změnám v charakteru nebo složení dodávaných elektronických informačních zdrojů, k ukončení poskytování klíčových z nich, k ukončení činnosti poskytovatele apod.) a dodavatel se o takovéto změně dozví, je dodavatel povinen na tuto skutečnost odběratele co nejdříve upozornit a zároveň navrhnout způsob řešení dané situace (např. náhradu jiným elektronickým informačním zdrojem podobného charakteru apod.). Nebude-li odběratel souhlasit s navrhovaným řešením, je dodavatel oprávněn vypovědět plnění smlouvy v dotčené části s výpovědní dobou 30 dní. Ostatní ustanovení smlouvy zůstávají v platnosti.

5.4. Sjednáním smluvní pokuty není dotčeno právo smluvní strany oprávněné požadovat smluvní pokutu na náhradu škody jí vzniklé, a to i ve výši smluvní pokuty přesahující. § 2050 občanského zákoníku se nepoužije. Zaplacením smluvních pokuty není dotčena jí utvrzená povinnost prodlévající smluvní strany plynoucí jí ze smlouvy.

6. Závěrečná ujednání

6.1. Od smlouvy lze odstoupit v případě podstatného porušení smluvních závazků druhou stranou. Odstoupení od této smlouvy musí být učiněno písemně a nabývá účinnosti dnem doručení písemného oznámení druhé smluvní straně. Za podstatné porušení této smlouvy se považují: prodlení odběratele se zaplacením ceny přesahující 20 dnů, prodlení dodavatele se zpřístupněním produktů odběrateli ve sjednané lhůtě.

6.2. Odběratel si vyhrazuje právo vypovědět tuto smlouvu bez udání důvodu, s výpovědní lhůtou jeden měsíc, která běží počínaje následujícím měsícem od měsíce, v němž byla výpověď druhé straně prokazatelně doručena. Výpověď nevzniká odběrateli nárok na zpětné plnění nečerpaného přístupu.

6.3. Veškeré změny a doplňky této smlouvy musí být učiněny písemnou formou a podepsány oprávněnými zástupci obou smluvních stran. Pro účely doručování právních jednání smluvních stran činěných na základě této smlouvy (výpověď, odstoupení, návrh dodatku či dohody) nebo doručování výzev apod. se uplatní ustanovení § 573 občanského zákoníku. Smluvní strany si dohodly následující pravidla doručování zásilek obsahujících právní jednání nebo výzvu: zásilky jsou zasílány doporučeně, prostřednictvím držitele poštovní licence, na adresu smluvní strany uvedenou v této smlouvě, nebo jinou později oznámenou adresu.

6.4. Tato smlouva je uzavřena podle § 1746 odst. 2 občanského zákoníku a ve věcech neupravených touto smlouvou se práva a povinnosti smluvních stran řídí v celém rozsahu příslušnými ustanoveními občanského zákoníku, pokud není v této smlouvě sjednáno odchylně jinak. Smluvní strany si v souladu s § 630 odst. 1 občanského zákoníku ujednaly odchylně od § 629 odst. 1 občanského zákoníku pro práva vyplývající z této smlouvy nebo jejího porušení delší promlčecí lhůtu počítanou ode dne, kdy právo mohlo být uplatněno poprvé, a to promlčecí lhůtu v trvání pěti let, tím však není vyloučeno ustanovení § 639 občanského zákoníku.

6.5. Ujednání této smlouvy jsou vzájemně oddělitelná. Pokud jakákoli část závazku podle této smlouvy je nebo se stane neplatnou či nevymahatelnou, nebude to mít vliv na platnost a vymahatelnost ostatních závazků podle této smlouvy a smluvní strany se zavazují nahradit takovouto neplatnou nebo nevymahatelnou část závazku novou, platnou a vymahatelnou částí závazku, jejíž předmět bude nejlépe odpovídat předmětu původního závazku. Pokud by smlouva neobsahovala nějaké ujednání, jehož stanovení by bylo jinak pro vymezení práv a povinností odůvodněné, smluvní strany učiní vše pro to, aby takové ujednání bylo do smlouvy doplněno.



6.6. Dodavatel není oprávněn bez souhlasu odběratele postoupit svá práva a povinnosti plynoucí z této smlouvy třetí osobě.

6.7. Tato smlouva nabývá účinnosti dnem jejího podpisu oběma smluvními stranami.

6.8. Tato smlouva je vyhotovena v pěti vyhotoveních s povahou originálu podepsaných oprávněnými osobami obou smluvních stran, přičemž odběratel obdrží tři a dodavatel dvě vyhotovení.

6.9. Poskytovatel se zavazuje v souladu s § 147a odst. 4 zákona č. 137/2006 Sb., o veřejných zakázkách, ve znění pozdějších předpisů, že odběrateli předloží seznam subdodavatelů podílejících se na plnění předmětu této smlouvy, ve kterém uvede subdodavatele, jímž za plnění subdodávky uhradil více než 10 % z celkové ceny, a to nejpozději do 28. února kalendářního roku za uplynulý kalendářní rok. Současně platí, že má-li subdodavatel dodavatele formu akciové společnosti, je přílohou seznamu i seznam vlastníků akcií, jejichž souhrnná jmenovitá hodnota přesahuje 10 % základního kapitálu, vyhotovený ve lhůtě 90 dnů před dnem předložení seznamu subdodavatelů.

6.10. Odběratel si vyhrazuje právo zveřejnit obsah uzavřené této smlouvy.

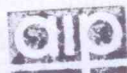
6.11. Nedílnou součástí této smlouvy jsou přílohy:

Příloha č. 1 – Seznam produktů, poskytovatelů a nabídková cena

Příloha č. 2 – Kopie licenční smlouvy mezi odběratelem a poskytovatelem elektronického informačního zdroje UpToDate

V Praze dne 27.5. 2016

Za dodavatele



Albertina icome Praha s.r.o.
Štěpánská 16, 110 00 Praha 1
tel. (02) 2223 1212, fax: 2223 1313

IČO: 49612158 DIČ: 001-49612158
OR: Městský soud v Praze, oddíl C, vložka 20775

Ing. Jakub Petřík

pověřený zástupce Albertina icome Praha s.r.o.
na základě plné moci ze dne 31.8.2015

V Olomouci dne 30.5. 2016

Za odběratele

UNIVERZITA PALACKÉHO v OLOMOUCI
rektorát
Vřízkovského 8, 771 47 Olomouc

prof. Mgr. Jaroslav Miller, M. A., Ph.D.
rektor UP

Imigro

P l n á m o c

Albertina icome Praha s.r.o., Štěpánská 16, 110 00 Praha 1

IČ: 49612158

DIČ: 001-49612158

registrace:

Městský soud v Praze, oddíl C, vložka 20775

zastoupená:

Ing. Vladimírem Karenem, jednatelem

zmocňuje :

Ing. Jakuba Petříka, datum narození 18. října 1973

bytem Mendelova 542/17, 149 00 Praha 4 – Háje

aby zastupoval zmocnitele při realizaci dodavatelsko-odběratelských vztahů, zejm. pak aby za zmocnitele podepisoval smlouvy a další s tím související dokumenty s odběrateli, aby činil za zmocnitele nabídky, a to včetně nabídek v rámci řízení o veřejných zakázkách, a k vykonávání dalších úkonů a skutečností souvisejících s realizací obchodních vztahů společnosti.

V Praze dne 31. 8. 2015

Albertina icome Praha s.r.o.

zast. Ing. Vladimírem Karenem

jednatelem

Toto zmocnění přijímám:

Ing. Jakub Petřík

Podle ověřovací knihy Úřadu městské části Praha 1
poř.č. legalizace 6900/IV/15/D
vlastnoručně podepsal/a

Vladimír KAREN, 6.11.1963, Hranice
jméno/a, příjmení, datum a místo narození žadatele

Chýnice, NA TÝNICI 112
adresa místa trvalého pobytu

Občanský průkaz 200801892

druh a číslo dokladu, na základě kterého byl/ byla žadatel/ka uveden/á / třetí ověřovací doklad

V Praze dne 31.8.2015



Podle ověřovací knihy Úřadu městské části Praha 1
poř.č. vidimace 13444/VIII/15/T

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V Praze dne 26.11.2015

Vidimaci provedl/a
Věra Týmlová





Příloha 1 – produkty, poskytovatel a ceny

Produkt/Služba	Vydavatel	Počet souč. uživ.	Předplatné	Cena v zahraniční měně	Měna	Cena v Kč bez DPH	Cena v Kč vč. DPH
UpToDate (01/06/2016-30/04/2017)	UpToDate	neom.	ano	32 345,-	USD	779 710,74	943 450,-
Cena celkem:				32 345,-	USD	779 710,74	943 450,-
Použitá sazba DPH: 21 %							

Použitý kurz ČNB – střed platnost pro: 23.05.2016 Pořadí: 99
1 USD = 24,106 Kč

Za dodavatele 27-05-2016



Albertina income Praha s.r.o.
Štěpánská 16, 110 00 Praha 1
tel. (02) 2223 1212, fax: 2223 1313

IČO: 49612158 DIČ: C01-49612158

SP: Městský soud v Praze, odd. C, vložka 20777

Ing. Jakub Petřík
pověřený zástupce Albertina income Praha s.r.o.
na základě plné moci ze dne 31.8.2015

Za odběratele 30-05-2016

UNIVERZITA PALACKÉHO v OLOMOUCI
rektorát
Křížkovského 8, 771 47 Olomouc

prof. Mgr. Jaroslav Miller, M. A., Ph.D.
rektor UP

Imagne

Contract No.: 001-00-37453442

March 24, 2016

University Palacky Faculty of Medicine
Svobody 8.
Olomouc, 771 26
Czech Republic

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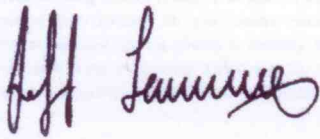
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3/24/2016 2:20 PM

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By: Prof. MUDr. Milan Koldrý, Ph.D. / Jean

Printed Name: _____

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