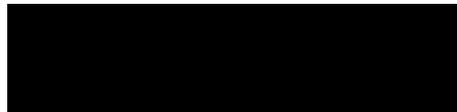# PURCHASE CONTRACT
č. 169/OVZ/KS/2024

CONTRACTING PARTIES:

BUYER: **PALACKÝ UNIVERSITY OLOMOUC**

a public higher education institution established by the Act No. 111/1998 Coll., on Higher Education Institutions and on Amendments to Some Other Acts (the Higher Education Act), as amended

Head office:	Křížkovského 511/8, 771 47 Olomouc, Czech Republic
Rector:	prof. MUDr. Martin Procházka, Ph.D.
Person authorised to act in technical matters:	█████████████████
ID No.:	619 89 592
Tax ID No.:	CZ 619 89 592
Bank details:	█████████████████
Account No.:	█████████████████

(hereinafter referred to as "Buyer")

and

SELLER: **Sciformation Consulting GmbH**

Registered office:	Bad Vilbel, Germany
Registration in the Commercial Register:	District court Frankfurt am Main
Statutory body:	███████
Person authorised to act in contractual matters:	███████
Person authorised to act in technical matters:	███████
ID No.:	HRB 90599
Tax ID No.:	DE276626044
Bank details:	███████
Account No.:	

(hereinafter referred to as "Seller")

on the bellow stated day, month and year, according to the provisions of Section 2079 et seq. of the Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as "Civil Code"), enter into this purchase contract (hereinafter referred to as "Contract").

The Buyer and the Seller enter into this Contract as a result of the fact that the Seller has been selected by the Buyer, acting as the Contracting Authority in the procurement procedure, as the Supplier for the small-scale public supply contract in the procurement procedure **"FoS/UPOL – Electronic Laboratory Notebook II"**.

I.   Subject-Matter of the Contract

1. The Seller undertakes, under this Contract, to deliver to the Buyer a non-exclusive non-transferable perpetual Campus License Sciformation ELN (Electronic Laboratory Notebook with integrated Chemical Inventory) (hereinafter referred to as "Goods") of a type, quantity, quality and parameters in accordance with the specifications that form an integral part of this Contract as Annex 1. The Seller is not entitled to deliver to the Buyer the Goods in larger quantities within the meaning of Section 2093 of the Civil Code. The Contracting Parties agree that the provisions of Section 2099 (2) of the Civil Code shall not apply.

2. The Seller hereby undertakes to deliver to the Buyer the Goods specified in Annex 1 to this Contract under the terms and conditions stipulated by this Contract. The supply further includes the installation, putting into operation, basic operator training by qualified worker and provision of warranty service in relation to the Goods under the terms and conditions stipulated by this Contract.

3. The Buyer agrees to take over the Goods and to pay the Seller the agred purchase price in the way and on the day as agreed in this Contract.

4.   The supply of the subject-matter of the Contract further includes the transportation and provision of legal documents (declaration of conformity, CE certificate, user manual in Czech or English language).

5.   The Seller declares pursuant to Section 2103 of the Civil Code, that the Goods is fully operational.

6. The Goods shall be fully operational, new, non-refurbished, without the need of any additional costs or expenditures by the Buyer.

II.   Date and Place of Delivery

1. The Seller undertakes to deliver and install the Goods in the place of delivery (e.g. as remote installation) and to provide all the legal documents related to the Goods as stipulated by this Contract no later than 60 kalendar days from the effective date of this Contract.

2. Place of delivery: Palacký University Olomouc, Faculty of Science, Department of Organic Chemistry, 17. listopadu 12, 779 00 Olomouc, Czech Republic. Person authorised to take over the Goods on behalf of the Buyer: ███████████████████████ or a person authorised by this person.

3. The Contracting Parties agree, that the provisions of Sections 2126 and 2127 of the Civil Code on self-help sale shall not apply in the case of delay in take-over of the Goods by the Buyer.

III.   Purchase Price

1. The total purchase price of the Goods is **EUR 37.740,00 (excluding VAT)**.

2. The purchase price includes all the costs and expenses related to the supply of the Goods, as well as the Seller's profit (in particular the transportation of the Goods to the place of delivery, customs duties, insurance, installation of the Goods, provision of all legal documents related to the Goods, basic operator training by qualified worker, provision of a full warranty service).

3. The purchase price is agreed as a fixed, highest acceptable and maximum price, covering all the costs and expenses connected with the delivery of the Goods. The purchase price amount may be amended only in case that the value added tax rates change after the conclusion of this Contract.

4. The Seller takes the responsibility for the fact, that the VAT rate at the time of invoicing is determined in compliance with the applicable laws and regulations.

IV.   Payment Terms

1. The payment for the Goods will be made on the basis of a properly issued tax document (invoice), containing all the required data, and due within 30 calendar days from the day of the provable delivery of the invoice to the Buyer. The invoice shall be issued by the Seller no sooner than after the delivery of the Goods, proper and full installation of the Goods and basic operator training within the scope of Article V (2) of this Contract as evidenced by a written dated handover protocol of delivery and installation of the Goods, as well as after the provision of the documents required by law, relevant documentation and a user manual. The due fulfilment of obligations by the Seller specified in the preceding sentence shall be evidenced by a written dated handover protocol signed by both Contracting Parties' authorised persons responsible for technical matters.

2. The invoice issued by the Seller shall include all the tax document data required by the Act No. 235/2004 Coll. on Value Added Tax, as amended, and all the commercial deed data required by Section 435 of the Civil Code, as well as the identification of the Contract, on the basis of which the Goods have been supplied. The Seller's invoice shall be signed by a person authorised to issue the invoice. The invoice issued shall contain the number of this Contract.

3. If the invoice issued by the Seller fails to contain any of the obligatory data or if the Seller incorrectly invoices the price or the VAT, the Buyer is entitled to return such invoice to the Seller before the expiration of the maturity period of the invoice for correction, stating the reason for its returning. The Seller shall correct it by issuing a new invoice. The initial maturity period is suspended on the day of sending the incorrect invoice to the Seller, and a new maturity period commences on the day of delivery of a new invoice to the Buyer.

4. The Contracting Parties agree that the obligation to pay the purchase price is fulfilled on the day when the given amount is transferred from the Buyer's account to the Seller's account given above in this Contract.

5. The Seller shall ensure proper and timely fulfilment of financial obligations to its subcontractors, where proper and timely fulfilment is considered to be full payment of invoices issued by subcontractors for performances provided to the Seller to fulfil obligations under this Contract, always no later than 30 calendar days after receiving payment from the Buyer for specific performance (unless the due date of the invoice issued by the

subcontractor is sooner). The Seller undertakes to extend the same obligation to other levels of the supply chain and to oblige its subcontractors to fulfil and extend this obligation to lower levels of the supply chain as well. The Buyer is entitled to request the submission of documents on payments made to subcontractors and of contracts concluded between the Seller and subcontractors. Any failure to fulfil these obligations by the Seller under this provision of the Contract shall be considered to be a material breach of the Contract with the Buyer having the possibility to withdraw from this Contract. In such case, withdrawal from this Contract is effective on the day of delivery of a written notice of withdrawal from the Contract to the other party.

V. Installation and training of the staff

1. As part of the installation of the Goods at the place of delivery, the Seller is obliged to prove, the full functionality and fulfillment of all the parameters of the Goods in accordance with the tender of the Seller, which forms an integral part of the Contract (Annex No. 1 of the Contract).

2. The Seller undertakes to provide basic operator training in the necessary scope for at least 3 persons in the scope of 5 hours, which is a condition for the due handover and reception of the Goods.

3. All trainings shall take place at the place, where delivered Goods have been installed, unless agreed otherwise in writing by the persons authorised by the contracting parties to act in technical matters. The Buyer also accepts an online form of training. Precise dates of the respective trainings shall be agreed in a sufficient advance by the person authorised by the Buyer to act in technical matters. All the costs related with the above-mentioned trainings (including the stay of service technicians, application specialists) are paid for by the Seller.

VI.   The Seller´s Responsibility for Defects and Warranty

1. The Seller provides a warranty for the quality of the Goods according to Section 2113 et seq. of the Civil Code of 12 months from the day of signing the protocol according to Article IV (1) of this Contract.

2. The Seller guarantees a timely service intervention, detect the defect, and to discuss necessary service interventions with the person authorised to act in technical matters on behalf of the Buyer, during the warranty period no later than 5 working days from the day of the defect notification by the Buyer. During the warranty period, the respective defects shall be removed within 30 calendar days at the latest from the day of the defect removal commencement, with the day of the defect removal commencement being the day of the defect notification by the Buyer, unless otherwise agreed in writing by persons authorised to act in technical matters on behalf of the Contracting Parties. The Contracting Parties agree that Section 2110 of the Civil Code shall not apply. Therefore, the Buyer is entitled to withdraw from the Contract for defects.

3. The Seller undertakes to perform a full service of the Goods delivered free of charge as provided in this Contract for the entire duration of the warranty period. The costs of

performing the full warranty service of the Goods delivered are included in the purchase price.

VII.   Contractual Penalties

1. The Contracting Parties hereby agree on contractual penalties in case of contractual obligations violation, as specified in the following paragraphs of the Contract. Neither of the Contracting Parties considers the contractual penalties agreed herein to be inappropriate, taking into account the value of the respective contractual obligations.

2. The Seller undertakes to pay the Buyer a contractual penalty amounting to 0,2% of the total purchase price excluding VAT for each commenced day of the delay in the Goods delivery agreed herein within the meaning of Article II (1) of this Contract.

3. The Seller undertakes to pay the Buyer a contractual penalty amounting to 0,1% of the total purchase price excluding VAT for each commenced day after the expiration of the time limit to commence the defect removal or to remove the defects during the warranty period in compliance with Article VI of this Contract, for each individual case.

4. The Contracting Parties hereby agree that the provisions of Section of the 2050 Civil Code shall not apply, i.e. that contractual penalties do not offset against the damages, if any. The damages may be demanded separately in full together with the contractual penalty.

5. The contractual penalties invoiced are due within 30 calendar days from the day of delivery of a written invoice to the respective Contracting Party, with the day of payment thereof being the day of transferring the amount of the contractual penalty from the account of the respective Contracting Party to the account to be indicated in the invoice issued in respect of the contractual penalty.

6. The Buyer is entitled to offset the contractual penalties, within the meaning of Section 1982 et seq. of the Civil Code, against any Buyer's accounts receivable from the Seller, including the undue ones, to pay the purchase price under this Contract.

VIII.   Final Provisions

1. The Seller is a person obliged to cooperate in performing a financial control within the meaning of Section 2 (e) of the Act No. 320/2001 Coll., on Financial Control in Public Administration, as amended. The Seller's subcontractors, participating in the fulfilment of the subject-matter of this Contract, are also subject to this obligation.

2. The Seller undertakes to ensure, within the fulfilment of this Contract, the legal employment of workers and to provide the workers participating in the fulfilment of this Contract with fair and respectable working conditions. Fair and respectable working conditions mean such working conditions that meet at least the minimal standards established by labour and wage rules and regulations. The Seller is obliged to ensure that the requirements of this provision of the Contract are fulfilled by their subcontractors as well. Any failure to fulfil the Seller's obligations under this provision of the Contract is deemed to be a substantial breach of the Contract, resulting in the Buyer having a possibility to withdraw

from this Contract. In such case, the withdrawal from this Contract is effective on the day of delivery of a written notifice of withdrawal from the Contract to to the other Contracting Party.

3. The Buyer reserves the right to publish the content of the concluded Contract.

4. In matters explicitly unregulated by this Contract, this Contract is governed by the Civil Code and Czech laws and regulations.

5. The provisions of this Contract are mutually independent. If any part of an obligation under this Contract is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of other obligations under this Contract and the Contracting Parties undertake to replace such invalid or unenforceable part of obligation with a new, valid and enforceable part of obligation, the subject of which shall correspond at the best to the subject of the original obligation. If the Contract fails to contain a provision which is justified for the determination of the rights and obligations, the Contracting Parties shall make all the efforts to include such provision in the Contract.

6. The Contracting Parties may amend or supplement this Contract only by means of written amendments numbered in ascending order, expressly declared as amendments to this Contract, and signed by the authorised representatives of the Contracting Parties.

7. The Buyer is entitled in accordance with Section 2001 of the Civil Code to withdraw from this Contract in case of:
7.1 the Seller's delay in the delivery of the Goods exceeding 10 calendar days,
7.2 a failure to observe the technical specifications of the Goods indicated in the Seller's quotation,
7.3 the Seller's delay in the commencement of removing the defects exceeding 10 calendar days.
The withdrawal from the Contract shall be made in writing and becomes effective on the day of delivery of a written notice of withdrawal to the other Contracting Party.

8. The Seller is not entitled to cede their rights and obligations resulting from this Contract to a third party without the Buyer's approval.

9. As regards the delivery of correspondence relating to the performance of this Contract sent by the Seller by means of a postal service operator, Section 573 of the Civil Code shall not apply.

10. The Seller acknowledges that this Contract, including all its Annexes, is subject to mandatory disclosure pursuant to the Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts, as amended.

11. This Contract shall enter into force on the day it is signed by the last Contracting Party and shall be effective on the day the Buyer discloses this Contract in the Register of Contracts pursuant to the Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts, as amended.

12. This Contract is made in three counterparts, each of which shall be deemed an original, of which the Buyer shall receive two counterparts and the Seller shall receive one counterpart.

13. The following Annex forms an integral part of this Contract:

Annex 1 – Seller's quotation dated June 21st, 2024

Olomouc dated 24.07.2024   Bad Vilbel dated 18.07.2024

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prof. MUDr. Martin Procházka, Ph.D.
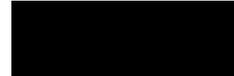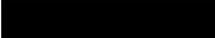Rector

Sciformation Consulting GmbH, Fröbelstr. 5, D-61118 Bad Vilbel

Palacky University in Olomouc
Křížkovského 511/8
CZ-779 00 Olomouc
Czech republic

Date	21.06.2024
Tel.	
Fax	
eMail	

Price calculation

Dear ██████████

As part of our tender submission for procurement procedure **"FoS/UPOL – Electronic Laboratory Notebook II" System number P24V00000156**, we offer your university a perpetual campus license for Sciformation Electronic Laboratory Notebook with integrated Chemical Inventory:

Item/Service	Number of units	Unit	Rate EUR	Amount EUR
Campus License Sciformation ELN (perpetual, unlimited number of users, according to License and Maintenance Agreement SE)	1,0		31.200,00	31.200,00
Source code (permanent use, no disclosure/transfer)	1,0			0,00
Update supply and support via email	1,0	yr	6.240,00	6.240,00
Setup, Data migration	1,0	d	0,00	0,00
User training	0,5	d	600,00	300,00
Total (net of taxes)				37.740,00
VAT: EU reverse charge, VAT-ID of the client is CZ-61989592				

Sciformation ELN is a web-based system offering functionality as a chemicals cadastre, multidisciplinary electronic laboratory notebook, analytical data management, literature database and in-house ordering system. Documentation in English and German language is integrated into the software.

Kind regards

Specification Electronic Laboratory Notebook

Introduction

Sciformation ELN is a web based, highly customizable software system for the collaborative management of multidisciplinary scientific data. It includes an electronic laboratory notebook, a chemical inventory system and literature management functionality.

Analytical raw data can be uploaded from client computers or transferred from network-accessible analytical instruments. On the server, the data is stored in a relational database (currently MariaDB or PostgreSQL), in the file system or an external archive system connected through an interface (optional, not included).

To achieve the goal of long-term operation, the system does not rely on platform-specific components. Moreover, Palacký University Olomouc will have (confidential) access to the source code including the right to make modifications for internal purposes, allowing adaptions to future requirements.

Specification

Sciformation ELN is a comprehensive system to manage scientific data, comprising of

- a multidisciplinary Electronic Laboratory Notebook, including management of analytical measurements and relevant literature,
- a chemical inventory with barcodes and the capability to extract substance information from vendor catalogues and online databases,
- scheduling and tracking of device use, maintenance documentation,
- the option to enter various types of specimen with characteristic properties, that can be used in lab notebook entries, and
- optionally an in-house ordering system, to collect orders, track materials issued, and output related accounting data.

The integrated system allows users

- to enter data using state-of-the-art web browsers,
- to load raw data from network-accessible analytical devices,
- to generate reports in PDF or HTML format using customisable templates,
- to export data in XLSX, CSV, or JSON format (if applicable also SDFile or BibTeX),
- to import inventory lists in common formats like XLSX, CSV, or SDFile,
- to search and filter the data using various criteria; keywords, numeric parameters, chemical (sub-)structures, signals in spectra, and combinations thereof, and
- to set up regular email notifications if new datasets meet user-definable filter criteria.

Access permissions for individual datasets can be controlled using access control lists (ACLs) in combination with a group hierarchy and roles. When creating new datasets, permission patterns allow to automate permission assignment. Permissions of existing entries can efficiently be updated using a batch tool.

Sciformation ELN is highly customisable, to cover future requirements of scientific research:

- Administrators can create custom templates for experimental descriptions, metadata of analytical measurements, request forms, substances, and specimen in XML format. Subsequent additions of custom data fields can be performed easily, without interruption of service in most cases.

- If activated, 3rd-party software can query the data within Sciformation ELN in machine-readable formats.

- The data entered will be stored in structured form within the database, either in predefined fields or as name-value-pairs according to the form design. If a value can be interpreted numerically, it will additionally be stored as number for search or comparison purposes, allowing database filtering either by textual or numeric properties.

- Analytical data (spectra, photographs, other documents) can be attached to various entries in digital form, transferred either from network-connected instruments or uploaded from client computers. The data will be stored on the file system of the server or a connect archive system, users with access permissions can retrieve the data.
  Python scripts together with Java support classes can be used to decode and process digital raw data, i.e. to generate preview images and perform signal analysis (peak picking). The peak list will be stored in the database to provide a search function on spectral similarity.
  Additional specific information extracted from the signal analysis can be stored as name-value-pairs for search operations as well. Sciformation ELN already contains import filters for common file formats, including Bruker NMR format or JCamp.

- Any changes to selected database tables can be recorded in a server-stored audit trail and electronically signed, to trace changes and control data integrity.

- Sciformation ELN is designed for continuously stable operation. Forms or scripts can be modified without interrupting server operation, while changes to Java classes or the database model require a short shutdown of the application server and prior saving of any open datasets.

The software system compromises of a user and permission management to precisely control access to datasets and use cases, with access control lists and a hierarchical group/role model. The user management can either use local credentials or connect to an external LDAP/SAML2 directory for user authentication. Predefined permission patterns can be assigned automatically to new datasets, with default values per user, department or global level, respectively.

The software includes appropriate end user documentation in English and German, installation instructions for Linux and Windows based servers as well as examples for customization and extensibility.

To store data, the system uses open and standardised formats like MDL MOLfile, ASCII, HTML, PDF/A, or PNG, unless data loaded into the system already is in a proprietary format. A converter interface allows custom conversion of raw data into standardised formats, to store both original and converted data for future use. As data conversion may lead to loss of information, it is advisable to store the original raw data as well.

Sciformation ELN is completely platform-independent:

- On the server side, the software is written in the programming language Java or in Java-based scripting languages like Jython or Beanshell. It can be run on Apache Glassfish application server version 7, on either Microsoft Windows or Linux operating systems like Ubuntu.

- On the client side, current versions of Internet browsers like Mozilla Firefox, Google Chrome or Microsoft Edge can be used. Specific features may not be available on every browser or only for specific versions.

- Either MariaDB or PostgreSQL can be used as underlying database system.

Neither server nor client components are bound to a specific software platform or to a specific database system. It is possible to run both the server and the client components of the software on at least one operating system for which the source code is available under the terms of an open source license of the Free Software Foundation, without the use of emulation or virtualization techniques. The system runs on infrastructure of the licensee, without requiring any external services.

Summary

Sciformation ELN will serve as a convenient, flexible and reliable Electronic Laboratory Notebook for Palacký University Olomouc, to record, process and exploit research data. It will substantially increase productivity of research, by automating routine tasks, facilitating team coordination and making data accessible more easily.

The powerful functionality, the high flexibility of the system and the use of standardised file formats provide a good basis for long-term operation of high quality services. The risk of "forced migrations" and the associated costs is very low, as dependencies on proprietary components or platforms are minimised, making the suggested project sustainable and cost-efficient.

License terms

Sciformation Consulting GmbH, hereinafter referred to as Licensor, grants to the Palacký University Olomouc, hereinafter referred to as Licensee, the non-transferable perpetual right to install and use "Sciformation ELN", hereinafter referred to as Software, on a server owned by Licensee or a third party service provider and make it accessible for use by any of its current and future employees, students, and – to an adequate extent – guests. In no event shall Licensee have the right to make any copies of the Software or parts thereof accessible to any third party or offer the use of the software as a service to non-partners or to any third parties on a commercial basis. Licensee is permitted to set up and operate testing or backup systems to an adequate extent and to make backup copies of the Software.

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