



Státní tiskárna cenin, s. p.

Registered Office: Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic, registered in the Commercial Register administered by the Municipal Court in Prague, section ALX, file 296

Represented by:

Tomáš Hebelka, MSc, Chief Executive Officer

Státní tiskárna cenin, s. p. holds ISO 14298 (Management of Security Printing Processes), ISO 27001 (Information Security Management), ISO 9001 (Quality Management), ISO 14001 (Environmental Management), ISO 45001 (Health and Safety Management Standard – HSE)

Invitation for Tender Submission

(hereinafter “**Invitation**”)

for the purpose of processing tenders for services contract to be awarded in small-scale public contract pursuant to Section 27 of Act No. 134/2016 Coll., on public procurement, as amended (hereinafter referred to as the “**Act**”)

Contract for SW Maintenance including Upgrade of the Current SW // *Servisní smlouva včetně ugrade stávajícího SW*

(hereinafter “**Public Contract**”)

The Public contract is governed in accordance with Section 31 of the Act only by the principles of procurement in Section 6 of the Act. Other procedures in the Public Contract are not stipulated by the Act.

1. IDENTIFICATION DATA OF THE CONTRACTING AUTHORITY

Contracting Authority	Státní tiskárna cenin, s. p.
Registered Office	Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic
Business ID	00001279
Statutory body	Tomáš Hebelka, MSc, Chief Executive Officer
Contact person	Mgr. Zuzana Šenoldová
E-Mail	senoldova.zuzana@stc.cz
Contracting Authority's profile / electronic instrument	https://mfc.ezak.cz/profile_display_53.html
Data box identifier	hqe39ah

(hereinafter the “**Contracting Authority**” or “**STC**”)

2. INVITED AND APPROACHED CONTRACTOR

The Contracting Authority invites to submit a tender the following supplier:

Name:	Jura JSP Entwicklung und Vertrieb von Wertpapierdrucksystemen GmbH
Registered office:	A-1190 Vienna, Gebhardtgasse 13, Austria
Business ID:	FN 135521
Contact person:	Laszlo Kollar, Regional Sales Director

(hereinafter the „**Contractor**“)

3. SUBJECT OF PUBLIC CONTRACT

3.1 The subject of the performance of the Public Contract relates to SW CorvinaPlus Frame Application in version 1,18 (hereinafter „SW“ or „**current SW**“), that the Contracting Authority currently uses on the basis of:

3.1.1 the Software Supply Contract for SECURITY DESIGN SOFTWARE including licenses for this SW, concluded between Contraction Parties on 8th January 2010, Client's reg. no. 118/2009/HM;

3.1.2 and Service Support Agreement for providing service support and related services for the operation of SW, concluded between Contracting Parties on 8th January 2010, Client's reg. no. 152/2009/HM.

3.2 The subject of the Public Contract is the Contractor's obligation to provide the Contracting Authority following services relating to current SW, including their installation:

3.2.1 Premium Software Maintenance for 3 years for existing workstation (for current SW), including upgrade for version Corvina v.3 (hereinafter „**Maintenance**“);

3.2.2 HandCraft module, with the understanding that once installed, it will also be covered by Maintenance.

Specification of the Maintenance is stated in Annex No. 1 of the Draft Contract, which is Annex No. 1 hereof.

3.3 Further definition of the subject of performance of the Public Contract is provided especially in Annex 1 hereof – Draft Contract (hereinafter “**Draft Contract**”).

4. CLASSIFICATION OF THE SUBJECT OF THE PUBLIC CONTRACT

CPV Code	Subject of the public contract
72000000-5	IT services: consulting, software development, Internet and support
48300000-1	Document creation, drawing, imaging, scheduling and productivity software package
48322000-1	Graphics software package

5. COMMENCEMENT OF THE PUBLIC CONTRACT

The Public Contract has been commenced upon sending of the Invitation to the Contractor via the electronic instrument E-ZAK https://mfcr.ezak.cz/profile_display_53.html.

6. PLACE AND TIME OF PERFORMANCE OF THE PUBLIC CONTRACT

6.1 Place of performance

The place of performance is at the following address:

Production Plant I – Růžová 943/6, Nové Město, 110 00 Praha 1, Czech Republic;
unless something else follows from the nature of the specific activity necessary to fulfil the Public Contract (e.g., remote access to the system).

6.2 Time of performance

Estimated time frame for Draft Contract conclusion: **without any undue delay after selection of the Contractor, preliminary in August 2023.**

The terms of performances are further specified in **Art. IV of Draft Contract.**

7. FORM OF PRESENTING THE TENDER PRICE

- 7.1** In its tender, the Contractor shall determine the tender price in **EUR excl. VAT**, specifically in Art. V (1) and (2) of the Draft Contract. The Contractor shall determine a detailed structure of the tender price as required in Draft Contract (hereinafter referred to as the “**tender price**”).
- 7.2** The tender price shall be specified as the maximum acceptable price, including any and all costs to be incurred by the Contractor in association with performance of the subject of the Public Contract.
- 7.3** The Contracting Authority requests that the Contractor would state their tender prices with accuracy of two decimal places.
- 7.4** The Contractor is not entitled to make the offered tender price conditional to an additional condition.
- 7.5** The tender price, or any portion thereof, indicated in the tender as provided for under the present Invitation, shall be a positive number. The Contracting Authority does not permit a zero price.

8. MAXIMUM TENDER PRICE OF THE PUBLIC CONTRACT

The Contracting Authority stipulates that the maximum acceptable price that the Contractor shall submit it is stated as follows:

$$\begin{aligned} & \mathbf{3 \text{ years} * (\text{the price according to the Article V (1) of the Draft Contract}) \textit{Maintenance}} \\ & \qquad \qquad \qquad \mathbf{+} \\ & \mathbf{1 * (\text{the price according to the Article V (2) of the Draft Contract}) \textit{HandcraftModule}} \\ & \qquad \qquad \qquad \mathbf{\leq 80\,200 \text{ EUR}} \end{aligned}$$

9. QUALIFICATION REQUIREMENTS

9.1 Basic Capacity

The Contractor shall submit in its tender the “**Affidavit on compliance with Basic Capacity**”. The sample of affidavit stated in Annex No. 2 hereof. This affidavit must not be older than **3 months on the day of submission of the tender.**

9.2 Professional Qualification

The Contractor shall submit in its tender **a plain copy of an excerpt from the Commercial Register**, if registration in such records is required by a different legal regulation. The excerpt from the Commercial Register must not be older than **3 months on the day of submission of the tender**.

10. EXPLANATION AND ALTERATION OF TENDER CONDITIONS

- 10.1** The Contractor is entitled to request an explanation of the tender conditions from the Contracting Authority. The written request must be delivered to the Contracting Authority no later than 4 working days before the time limit for submission of tenders, via the data box of the Contracting Authority, electronically by e-mail to: senoldova.zuzana@stc.cz or via electronic instrument E-ZAK - https://mfcr.ezak.cz/profile_display_53.html.
- 10.2** The Contracting Authority shall publish the written explanation of the tender conditions including the accurate wording of the inquiry without the inquiring Contractor's identification within 2 working days from receipt of the Contractor's inquiry, at the Contracting Authority's profile / electronic instrument E-ZAK. If the Contractor does not send a request for an explanation of the tender conditions in time, the Contracting Authority is not obliged to provide an explanation of the tender conditions.
- 10.3** The Contracting Authority may also provide written clarification of this Invitation to the Contractor without a prior request.
- 10.4** The Contracting Authority may change the tender conditions before deadline for submissions of tender and at the same time shall extend adequately the time limit for the submissions of tender.
- 10.5** To comply with the principle of equal treatment of all participants, the potential clarifications, amendments or additional information to the Invitation may not be provided by phone. **The Contractor is therefore recommended to periodically monitor the Contracting Authority's profile / electronic instrument** https://mfcr.ezak.cz/profile_display_53.html.
- 10.6** The Contracting Authority hereby emphasizes that in compliance with Section 4(1) of the Decree No. 260/2016 Coll., on specification of more detailed conditions concerning electronic instruments, electronic acts in public contract processes and conformity certification, in communication by means of **an electronic instrument** a document shall be deemed delivered **already at the moment of receipt of the data message at the electronic address of the data message addressee in the electronic instrument**.
- 10.7** **The Contracting Authority hereby invites the Contractor to send any prospective reservations to the Draft Contract or any other tender conditions via the procedure stated in this Article, i.e., in writing before the deadline for tender submission stated in Art. 13.1 hereof. That would provide the Contracting Authority possibility to assess the reservation and chose the corresponding course of action (to refuse the suggestion or accept it and perhaps extend adequately the time limit for the submissions of tender if needed.**

11. EVALUATION CRITERIA, METHOD OF EVALUATION

The Contracting Authority shall not proceed to an evaluation phase since there would be only one tender.

12. OTHER TENDER CONDITIONS OF THE CONTRACTING AUTHORITY

12.1 Business Conditions and Terms of Payment

The payment and business terms and conditions are specified in the binding Draft Contract. The Draft Contract is binding upon the Contractor. The Contractor is only allowed to complete the Draft Contract with information marked as incomplete ■.

The Contractor shall submit the Draft Contract as a part of its tender in a simple copy including the Annexes.

12.2 List of Subcontractors

In the tender, the Contractor shall submit a plain copy of a list of subcontractors along with information on the parts of the Public Contract that will be implemented by each of the subcontractors, specifying the type of supplies, services or construction works and the share (%) of such supplies, services and works in the financial amount dedicated to the Public Contract (Annex 3 hereof).

If the Contractor does not want to subcontract any part of the Public Contract, it is obliged to submit an affidavit stating this as part of the tender (Annex 3 hereof).

12.3 Conflict of Interests

A corporate entity, where a public deputy defined in the Section 2 (1) (c) of the Act No. 159/2006 Coll, on conflicts of interests, as amended, or a person controlled by the public deputy owns a share of at least 25 % of the participation of a partner in corporate entity, cannot participate in this selection procedure as a Contractor or a Subcontractor by whom the Contractor proves its qualification.

The Contractor is obliged to submit an affidavit of this fact as part of its tender (Annex No. 4 of this hereof).

12.4 Sanctions in connection with Russian aggression on the territory of Ukraine

Especially in connection with:

- Council Regulation (EU) No. 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, as amended, Council Regulation (EU) No. 208/2014 of March 5, 2014, on restrictive measures against certain persons, entities and authorities in view of the situation in Ukraine, as amended, Council Regulation (EC) No. 765/2006 of 18 May 2006

concerning restrictive measures against President Lukashenko and certain officials of Belarus, as amended, including the current annexes of all these regulations;

the Contractor is obliged to submit an affidavit of this fact as part of its tender (Annex No. 5 hereof).

12.5 Bank Confirmation on the Bank Account

The Contractor shall submit in its tender a plain copy of a confirmation of the bank that the bank account stated by the Contractor in the tender (specifically in the Draft Contract) belongs to the Contractor.

13. FORMAL REQUIREMENTS FOR PROCESSING OF THE TENDER

13.1 The deadline for the tender submission shall end on **15.08.2023, 09:00 AM.**

13.2 The Contractor shall prepare the tender **in electronic form in a manner described below.**

13.3 Submitting tenders in electronic form:

- The tender shall be submitted through the E-ZAK electronic instrument available at: https://mfc.ezak.cz/profile_display_53.html.
- All parts of the tender must be legible. No part of the tender may contain crossed-out words or transcriptions which could be misleading for the Contracting Authority.
- **In order to submit the tender, the applicant must register in the electronic instrument (respectively its connected supplier databases “CDD” or “FEN”).**
- The PC system requirements necessary for proper tender submission are available at: <http://www.ezak.cz/faq/pozadavky-na-system>.
- You may test your browser and system using the following link: https://mfc.ezak.cz/test_index.html.
- Detailed instructions on how to use the electronic instrument are available in the “user’s manual” available at: <https://mfc.ezak.cz/manual.html>.
- The Contracting Authority states that it **is not required to sign the tender electronically.**

13.4 The Contracting Authority recommends using the following order of the document in the tender:

- Binding Draft Contract including Annexes (Annex 1 hereof)
- Affidavit on Compliance with Qualification (Annex 2 hereof)
- List of Subcontractors (Annex 3 hereof)
- Affidavit on Conflict of Interests (Annex 4 hereof)
- Affidavit on Applied Sanctions (Annex 5 hereof)

- Bank Confirmation (according to the Art. 12.5. hereof)

13.5 The Contractor is exclusively responsible for the completeness of the submitted tender – the list of documents contained in this article of the Invitation is for reference only and is intended to help the Contractor to compile the tender – if the list fails to indicate a document, whose inclusion in the tender would otherwise result from the tender documentation or from the law, the Contractor will not be relieved from the responsibility for the incompleteness of the submitted tender by simply pointing out the incomplete list of documents.

13.6 The tender shall be submitted **in the Czech or English language, or its combination**. Should any part of the tender be in a language other than the Czech or English, it must be translated (plain translation) into the Czech or English language. Documents in Slovak and proof of completed education in Latin shall be submitted by the Contractor without a translation into the Czech or English language.

13.7 Each tender submitted must contain all the documents required by the Act and the Contracting Authority, including required proofs and information.

13.8 The Contracting Authority does not require the Contractor to ensure that all the documents or declarations have been signed by the statutory body of the Contractor or person authorized to act on behalf of or for the Contractor. **The Contractor by submission of the tender through an electronic instrument confirms that the tender has been submitted by the person authorized to undertake such acts and by submission of the tender the Contractor at the same time also agrees with the tender conditions stipulated by the Contracting Authority and the law.**

14. OPENING OF TENDERS IN ELECTRONIC FORMAT

The electronic tender opening process is a non-public event. The opening of tenders will take place immediately after elapsing the time limit for submission of tenders.

15. RIGHTS OF THE CONTRACTING AUTHORITY

15.1 In accordance with the principle of transparency and others, the tender may not be changed after the time limit for submission of tenders, in particular in terms of the data relevant to the evaluation. The Contracting Authority reserves the right to verify or obtain clarification for any information provided by the Contractor in its tender before making the final decision on the selection of the best tender.

15.2 The Contracting Authority reserves the right to exclude Contractor, if the tender does not contain all the required conditions and documents, or the tender does not comply with the required subject of the Public Contract in terms of content.

15.3 The Contracting Authority is entitled to cancel the Public Contract, even without giving a reason, but no later than the conclusion of the final contract. The Contracting Authority shall inform the Contractor about the cancellation of the Public Contract within 3 working days.

15.4 In case of cancellation of the Public Contract during the period for submission of tenders, the Contracting Authority send a notice of the cancellation of the Public Contract in the same way as the Public Contract was initiated.

15.5 The Contracting Authority shall not reimburse the Contractor for any costs incurred in connection with their participation in the selection procedure.

15.6 The Contracting Authority shall notify its decision on the selection of the Contractor.

16. ANNEXES

Annex 1 – Draft Contract

Annex 2 – Affidavit on Compliance with Basic Capacity

Annex 3 – List of Subcontractors

Annex 4 – Affidavit on Conflict of Interests

Annex 5 – Affidavit on Applied Sanctions

Prague, dated *as per the electronic signature*

.....
Tomáš Hebelka, MSc
Chief Executive Officer
on behalf of the Contracting Authority
Státní tiskárna cenin, s. p.

CONTRACT FOR SOFTWARE MAINTENANCE

registered by the Client under No. 035/OS/2023
registered by the Contractor under No. [the Participant may add its internal number of
contract or not add any]

(hereinafter referred to as "**Contract**")

made pursuant Section 1746 Paragraph 2 of Act No. 89/2012 Coll., the Civil Code, as
amended (hereinafter referred to as the "**Civil Code**")
and
pursuant to Section 27 of the Act No. 134/2016 Coll., on public procurement, as
amended (hereinafter referred to as the "**PPA**")

by and between:

STÁTNÍ TISKÁRNA CENIN, státní podnik

with its registered office at Prague 1, Růžová 6, house No. 943, 110 00, Czech Republic
entered in the Commercial Register maintained by the Municipal Court in Prague, Section ALX,
Insert 296

Business ID: 00001279

Tax Identification No.: CZ00001279

Acting through: **Tomáš Hebelka, MSc**, Chief Executive Officer

Bank details: UniCredit Bank Czech Republic and Slovakia, a.s.

Account number: 200210010/2700

IBAN: CZ44 2700 0000 0002 0021 0010

SWIFT: BACX CZPP

(hereinafter referred to as the "**Client**")

and

[the Participant to add its business name and further identification details]

with its registered office at [•]

entered in the Commercial Register administered by [•]

Business ID: [•]

Tax Identification No.: [•]

Represented by: [•]

Bank details: [•]

Account number: [•]

IBAN: [•]

SWIFT: [•]

(hereinafter the "**Contractor**")

(the "**Client**" and the "**Contractor**" hereinafter collectively referred to as the "**Parties**" or
"**Contracting Parties**")

Representatives authorized to negotiate in contractual and economic matters:

On behalf of the Client: **Tomáš Hebelka, MSc**, Chief Executive Officer

On behalf of the Contractor: **[the Participant to add the authorised person's full name and the name of this person's position]**

Representatives authorized to negotiate in factual and technical matters:

On behalf of the Client: **Ondřej Hyršl**, Production Director

e-mail: Hyrsl.Ondrej@stc.cz

tel.: + 420 236 031 383

Svatopluk Skřivánek, Project Specialist

e-mail: Skrivanek.Svatopluk@stc.cz

tel.: +420 236 031 419

Libor Šoch, Purchasing and Logistics Department

e-mail: Soch.Libor@stc.cz

tel.: +420 236 031 397

Jaroslav Kaucký, Head of the Prepress Operation Department

e-mail: Kaucky.Jaroslav@stc.cz

tel.: +420 236 031 393

On behalf of the Contractor: **[the Participant to add the authorised person's full name and the name of this person's position]**

e-mail: [•]

tel.: [•]

II. INTRODUCTORY PROVISIONS

1. This Contract is concluded on the basis of the results of a small-scale public procurement within the meaning of Section 27 of the PPA, which is entitled "Contract for SW Maintenance including Upgrade of the Current SW" (hereinafter referred to as the "**SSPP**"). The basis for this Contract is also the Contractor's tender for the SSPP submitted on **[the Contracting Authority to add Participant's tender submission date]**, the content of which is known to the Parties (hereinafter referred to as the "**Tender**").
2. When interpreting the content of this Contract, the Parties are obliged to take into account the tender conditions and the purpose related to the SSPP. The provisions of laws and regulations on interpretation of legal conduct are not affected by this. Tender conditions have been determined in the Invitation to submit a tender (hereinafter referred to as the "**Invitation**").
3. The subject of the performance of this Contract relates to SW CorvinaPlus Frame Application in version 1,18 (hereinafter "**SW**" or "**current SW**"), that the Client currently

uses on the basis of:

- the Software Supply Contract for SECURITY DESIGN SOFTWARE including licenses for this SW, concluded between Contracting Parties on 8th January 2010, Client's reg. no. 118/2009/HM (hereinafter „**SW Supply Contract**“)
 - and Service Support Agreement for providing service support and related services for the operation of SW, concluded between Contracting Parties on 8th January 2010, Client's reg. no. 152/2009/HM (hereinafter „**Service Support Agreement**“).
4. The Contract mentioned in the paragraph above is known and available to the Parties.
 5. This Contract replaces the Service Support Agreement, specifically the Service Support Agreement expires on the day when Maintenance starts according to this Contract.

III. SUBJECT-MATTER OF CONTRACT

1. The Contractor undertakes to provide the Client following services relating to current SW, including their installation:
 - a) Premium Software Maintenance for 3 years for existing workstation (for current SW), including upgrade for version Corvina v.3 (hereinafter „**Maintenance**“);
 - b) **HandCraft module**, with the understanding that once installed, it will also be covered by Maintenance;

Specification of the Maintenance is stated in **Annex No. 1** of this Contract.

(the “Maintenance” and the “HandCraft module” hereinafter collectively referred to as the „**Services**“).

IV. PLACE AND TERMS OF PERFORMANCE

1. The place of performance is the Client's building at the address STÁTNÍ TISKÁRNA CENIN, státní podnik, Růžová 6/943, 110 00 Prague 1; unless something else follows from the nature of the specific activity necessary to fulfill this contract (e.g. remote access to the system).
2. The Contractor undertakes to ensure the installation of the Services no later than 2 weeks after the Contract takes effect. The performance of this installation without defects shall be confirmed by the Contracting Parties by signing the **Installation Protocol**.
3. The Contractor undertakes to provide Maintenance for total period of 3 years from the day following the signing of the Installation Protocol by both Contracting Parties. The price for Maintenance will be paid for each year separately, details are stated in Articles V and VI hereof.

V. PRICE

1. The annual flat price for Maintenance according to Article III Paragraph 1 Point a) hereof has been determined in accordance with the Contractor's Tender, as follows:
[the Participant to add the annual flat price for Maintenance] EUR per 1 year excluding VAT

2. The price for HandCraft module according to Article III Paragraph 1 Point b) hereof has been determined in accordance with the Contractor's Tender, as follows:
**[the Participant to add the price for HandCraft module] EUR
excluding VAT**
3. If the Contractor is an entity liable for VAT registered in the Czech Republic, VAT shall be billed at the rate stipulated in the legislation that is valid and in force on the date of taxable supply.
4. The prices are maximal and final and are to be understood on DDU Prague, Czech Republic basis. All prices are net prices, excluding any provisions, duties, customs, taxes and withholding tax in the territory of Czech Republic

VI. PAYMENT TERMS

1. The annual flat price according to Article V Paragraph 1 hereof shall be paid by the Client to the Contractor in advance for a given period of 1 year on the basis of invoice issued by the Contractor. Considering that Maintenance according to this Contract is for a period of 3 years, 3 invoices will be issued for the annual flat price. The Contractor is entitled to issue the first invoice on the day after signature of Installation protocol. Each following invoice will be issued by the Contractor to 12 months from issuing the prior invoice at the latest but not sooner than one month before this period expiration.
2. The price for HandCraft module according to Article V Paragraph 2 hereof shall be paid by the Client to the Contractor on the basis of invoice issued by the Contractor. The Contractor is entitled to issue this invoice on the day after signature of Installation protocol. The copy of mutual signature of Installation protocol shall be an annex of such invoice.
3. Properly issued invoices, containing the requested details and annexes, are due in 15 days from its delivery to the Client.
4. The Contractor is required to deliver the invoice (tax document) to the Client's email address podatelna@stc.cz. The invoice (tax document) shall show the bank account to which the payment is to be made. The account shall be identical to that stated in this Contract.
5. Each invoice (tax document) must at least include the following essentials:
 - identification details of the contracting parties (i.e. name, registered office address, identification number, registration details);
 - the Contract reference number indicated in the Contract;
 - payment identification via a link to the appropriate Article hereof;and all essentials of a proper tax document laid down by the applicable legal regulations and the present Contract.
6. If the invoice (tax document) does not contain any of the essentials, or contains incorrect price information, or if the invoice (tax document) is issued in breach of the applicable payment conditions, the Client may return such a invoice (tax document) to the Contractor for a revision. If the above is the case, the Client must indicate the reason for returning the invoice on the invoice (tax document) concerned or in a cover letter. The maturity term of the new (corrected) invoice (tax document) shall start on the date of its demonstrable delivery to the Client.
7. Payments of the individual price instalments shall be deemed made once the respective amounts are debited from the Client's account.
8. If the Contractor is an entity liable for VAT registered in the Czech Republic, the following arrangements as contained in this article shall be binding and applicable (Paragraphs 9 to 12 of this Article).
9. The Contractor declares that in the moment of conclusion of the Contract it is not in liquidation and no proceedings are being conducted against it pursuant to Act No. 182/2006 Coll., on bankruptcy and settlement (Insolvency Act). The Contractor also declares that in the moment of conclusion of the Contract there is no decision issued by a

tax administrator, that the Contractor is an unreliable payer pursuant to Section 106a of the Value Added Tax Act No. 235/2004 Coll., as amended (hereinafter "VATA"). The Contractor shall immediately and demonstrably notify Client, a recipient of the taxable performance, within two working days of it becoming aware of its insolvency or of issuing a decision by a tax administrator that the Contractor is an unreliable payer pursuant to Section 106a VATA. In the event that, during the period of validity and effectiveness of the Contract, the Contractor's statements referred to in this Paragraph prove to be false or the Contractor violates the obligation to notify the Client of the fact stated in the previous sentence within the specified period, this will be considered a substantial breach of the Contract.

10. The Contractor undertakes that the bank account designated by him for the payment of any obligation of the Client under this Contract shall be published and accessible from the date of signing of this Contract until its expiry in accordance with Section 98 VATA, otherwise the Contractor is obliged to provide another bank account to the Client that is duly published pursuant to Section 98 VATA. In the case Contractor has been indicated by a tax administrator as an unreliable taxpayer pursuant to Section 106a VATA, Contractor undertakes to immediately, within two working days of it becoming aware of its insolvency or of issuing a decision by a tax administrator that the Contractor is an unreliable payer pursuant to Section 106a VATA, notify this to Client along with the date on which this circumstance arose.
11. If surety for unpaid VAT arises for the Client according to Section 109 VATA on received taxable performance from Contractor, or the Client justifiably assumes that such facts have occurred or could have occurred, the Client is entitled without the consent of Contractor to exercise procedure according to the special method for securing tax, i.e. the Client is entitled to pay the concerned VAT according to the invoice (tax document) issued by the given Contractor to the competent revenue authority and do so according to Sections 109 and 109a VATA.
12. By payment of the VAT into the account of the tax authority, the Contractor's receivable from Client is considered as settled in the amount of the paid VAT regardless of other provisions of the Contract. At the same time, Client shall be bound to notify the respective Contractor of such payment in writing immediately upon its execution.

VII. RIGHTS AND DUTIES OF THE PARTIES

1. The Client shall ensure that SW is used only on the workstation meeting hardware configuration, which is specified in the SW Supply Contract (art. II par. 1 of SW Supply Contract).
2. The Client shall not alter or separate the software applications of the reserved workstation according to the preceding paragraph. In case hardware improvement is planned, the Client shall ask the Contractor for a new license and dongle.
3. Before Servicing begins, the Contractor shall inform in writing or by e-mail the Client what data can be compromised by Servicing and the Contractor shall invite the Client to backup those data, recommending the backup way or procedure so as to prevent loss or destruction of the data. If the Contractor fails to do so, the Contractor shall be held liable also for incidental destruction.
4. The Client shall especially:
 - a) Provide the Contractor's employees rendering services with necessary assistance.
 - b) Protect its user data in the way that prevents their loss or destruction;
 - c) Maintain backup copies of all components of operated SW in accordance with valid regulations so as to they are available in case they are required for performance of the subject-matter of this Contract.

VIII. RIGHTS OF USE TO SOFTWARE

1. Any SW supplied by the Contractor under the SW Supply Contract is the Contractor's ownership and it is protected by copyright.
2. The Client shall not transfer or assign in any way to a third person the granted licenses to SW.
3. One license is valid for one computer only.

IX. PARTIES' ASSISTANCE

1. For proper performance of the subject-matter of this Contract, the Client shall ensure for the Contractor especially the following:
 - a) Entry for the Contractor's employees to the Client's building at the time required for the rendering of services under this Contract, i.e. also past working hours;
 - b) Access for the Contractor's employees to the workstation for the purpose of Servicing, to communication devices and power supply;
 - c) Instruction of the Contractor's employees as regards protection and security measures in the Client's building.
2. The Contractor shall see to that its employees performing service support at the place of installation have valid business cards and produce them along with their valid passports for review by the Client.
3. The Contractor's employees especially:
 - a) May enter only those rooms in the Client's building as determined between the representatives of both Parties for factual and technical matters;
 - b) Are obliged to have on them or wear in a visible way cards for entry to the Client's building;
 - c) Shall not bring out any data pertaining to production, either on data media, or in a written form;
 - d) Shall observe any and all legal regulations and the Client's internal guidelines and regulations in case they were informed about them,
4. The Contractor is entitled to perform this Contract or part thereof through its subcontractor(s). In the case that the Contractor uses a subcontractor within the meaning of the previous sentence,
 - a. the Contractor remains responsible for fulfilment the subject of this Contract as if he performed it itself,
 - b. was obliged to submit to the Client (Contracting Authority) the List of subcontractors according to the tender documentation of the tender procedure and under the conditions specified in the Invitation,
 - c. in the case of a change in the List of subcontractors (e.g. different scope of performance, change of subcontractor, new subcontractor), the Contractor is obliged to notify such change to the Client without undue delay, but no later than within 10 working days of such change..
 - d. the Contractor is obliged to ensure proper and timely fulfilment of financial obligations to its subcontractors for the entire period of performance of this Contract, while full and timely fulfilment is considered full payment of invoices issued by the subcontractor for performances provided for this Contract, no later than 30 days after receipt of payment from by the Client for specific fulfilled partial contract. By signing this Contract, the Contractor declares that it complies with the obligations

specified in this point d) and undertakes to comply with them for the entire duration of this Contract.

This Contract and its Annexes shall not be amended due to the use of subcontractors or its change according to this Paragraph.

5. The Contractor declares that the Contractor in the sense of:
 - a. Article 2, paragraph 2 of Council Regulation (EU) No. 269/2014 of 17 March 2014 on restrictive measures with regard to activities that violate or threaten the territorial integrity, sovereignty and independence of Ukraine, as amended, (hereinafter referred to as the "Regulation No. 269/2014"), and
 - b. Article 2, paragraph 2 of Council Regulation (EU) No. 208/2014 of March 5, 2014, on restrictive measures against certain persons, entities and authorities in view of the situation in Ukraine, as amended, (hereinafter referred to as the "Regulation No. 208/2014"), and
 - c. Article 2, paragraph 2 of Council Regulation (EC) No. 765/2006 of 18 May 2006 on restrictive measures against President Lukashenko and certain representatives of Belarus, as amended, (hereinafter referred to as "Regulation No. 765/2006"),
is not a natural or legal person, entity or body or a natural or legal person, entity or body associated with them listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006.
6. The Contractor further declares that for purposes of performance of this Contract no funds or economic resources will be made available directly or indirectly to natural or legal persons, entities or bodies listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006 or for their benefit.
7. If, during the validity and effectiveness of this Contract, there should be non-compliance with the conditions specified in Article XI Paragraph 5 or 6 hereof, the Client undertakes to immediately once the Contractor finds out about the change of circumstances, inform Client of this fact in writing.

X. LIABILITY FOR DAMAGE

1. The Contractor shall be liable for damage caused to the Client or third persons during performance of the subject-matter of this Contract.
2. The Parties are entitled to full damages also in the event of breach of a duty, which is subject to contractual penalty.
3. Both Parties undertake to invite the other Party to give explanation before they claim damages, forthwith after the Party demonstrably finds out the damage event.
4. The Contracting Party (hereinafter also referred to as "Tortfeasor") is released from the duty to provide compensation of any incurred harm, damages or loses only from the liberation reasons in the sense of § 2913 point 2 of the Civil Code. For the purposes of this Contract, "liberation reasons" means an extraordinary, unforeseeable and insurmountable obstacle created independently of Tortfeasor's will, which temporarily or permanently prevented from fulfilling Tortfeasor's contractual duty. An obstacle arising from the Tortfeasor's personal circumstances or arising when the Tortfeasor was in default of performing his contractual duty, or an obstacle which the Tortfeasor was contractually required to overcome shall not release him from the duty to provide compensation.

XI. SANCTIONS

1. In the event of the Client's delay in paying a duly issued invoice, the Client is obliged to pay default interest of the amount due in the amount 0.05%, for each started day of delay.
2. If the Contractor destroys data providing Maintenance and the Contractor did not backup and did not invite the Client to backup those data according to Article VII Paragraph 3 hereof, the Contractor shall pay to the Client a contractual penalty in the amount 20.000 EUR. Payment of the contractual penalty is notwithstanding the Client's right to damages, also in excess of the contractual penalty.
3. In the case of a breach of any of the obligations resulting from Article IX Paragraph 6 or 7 hereof by the Contractor, or if the statement in Article IX Paragraph 5 hereof turns out to be false, the Contractor is obliged to pay a contractual penalty to the Client in the amount of EUR 4 000 for each case of violation of these obligations.
4. In the case of violation of the obligations resulting from Article XII hereof, the Party which breached its obligation is obliged to pay a contractual penalty to the other Party in the amount of EUR 6 000 for each discovered case of violation of these obligations.
5. Both Parties undertake to invite in writing the other Party to give explanation before they claim the delay charge or contractual penalty according to the preceding paragraphs of this article.
6. The contractual penalty is due within 14 calendar days after the delivery of the bill for the contractual penalty to the Contractor. The default interest is due within 14 calendar days after the delivery of the bill for the default interest to the Byuer.
7. Payment of the contractual penalty does not release the Contractor from its duty to perform the obligations imposed on the basis of this Contract.

XII. PROTECTION OF INFORMATION

1. The Parties are not entitled to disclose to any third party the non-public information they obtained or shall obtain during mutual cooperation, and the information related to entering into this Contract and its content. This does not apply if the information is disclosed to the employees of the Party or to other individuals (subcontractors) involved in fulfilment; i.e. only for the purpose of realisation hereof) and always within the minimum scope necessary for due fulfilment hereof.
2. The Parties are liable to assure compliance with the obligations pursuant to this Article of all individuals (subcontractors) to whom the non-public information is disclosed pursuant to the previous sentence under the same terms as laid down for the Parties hereto. Violation of the confidentiality commitment by these individuals shall be deemed violation by the Party disclosing the information to them.

3. Non-public information is any information mutually provided in written, oral, visual, electronic, or other format as well as know-how which has actual or potential value and which is not commonly available in the respective business circles, and further information which is designated in writing as confidential (abbreviation "DIS") or which may be assumed to be confidential information due to the nature of the respective matter.
4. The Parties hereby undertake that if in the context of mutual cooperation they get in touch with personal data or special categories of personal data in the sense of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on free movement of these data, and repealing Directive 95/46/EC (the General Data Protection Regulation, or GDPR) and Act No. 110/2019 Coll., on Personal Data Protection, they will take any and all necessary measures to prevent unauthorised or random access to these data, their alteration, destruction or loss, unauthorised transfer, other unauthorised processing or any other misuse.
5. In this regard, the Parties agree, in particular:
 - a) Not to disclose non-public information to any third party;
 - b) To ensure the non-public information is not disclosed to third parties;
 - c) To secure the data in any form, including their copies, which include non-public information, against third party misuse and loss.
6. The obligation to protect non-public information shall not apply to the following cases:
 - a) The respective Party proves that the given information is available to the public without this availability being caused by the same Contracting Party;
 - b) If the Party is able to demonstrate that the given information was available to it before the date of disclosure of the information by the other Party and that it did not acquire it in violation of the law;
 - c) If the Party obtains a written approval from the other Party to disclose the information further;
 - d) If the law or a binding decision of the respective public authority requires the information to be disclosed;
 - e) An auditor performs an audit at one of the Parties based on authorisation specified in applicable legal regulations.
7. The Parties agree, upon the request of the other Party, to:
 - a) Return all the non-public information which was handed over to it in a "material form" (especially in writing or electronically) and any other materials containing or implying the non-public information;
 - b) Return or destroy copies, extracts or other entire or partial reproductions or records of non-public information;
 - c) Destroy without undue delay all documents, memoranda, notes and other written materials elaborated on the basis of the non-public information;
 - d) Destroy materials stored in computers, text editors, or other devices containing non-public information pursuant to this Contract.

The Parties also undertake to ensure that the same shall be performed by any other individuals, to which the non-public information is disclosed by either Party.

8. The employee of the liable Party authorised to destroy the documents in the sense of the previous Paragraph shall confirm the destruction at the request of the other Party in writing.

9. In case that either of the Parties or their employees or other individuals (information processors) become aware in a credible manner or if they have a reasonable suspicion that the confidential information has been disclosed to an unauthorised party, they shall be bound to inform the other Party of such a fact without undue delay.
10. The confidentiality obligation is not time-limited. The obligation to maintain confidentiality of non-public information acquired within the framework of cooperation with the other Party lasts even after this Contract is terminated or expires. The confidentiality commitment shall pass onto any potential successors of the Parties.
11. The Contracting Parties are obliged to ensure the protection of information which one of the Contracting Parties designates as a trade secret within the meaning of Section 504 of the Civil Code. The Parties are obliged to secure information designated as a trade secret at least to the same extent as the non-public information defined in this Contract. Information designated by the Contracting Parties as a trade secret shall not be published in the Register of Contracts within the meaning of Article XV Paragraph 6 hereof. If the Contractor considers any information stated in this Contract to be its trade secret within the meaning of Section 504 of the Civil Code, it shall inform the Client at the latest before the publishing the Contract in the Register of contracts.

XIII. DURATION OF THE CONTRACT

1. This Contract comes into force on the day it is signed by both Parties and takes effect on day of its publication in the Register of Contracts.
2. This Contract is concluded for an definite period of time, namely for period of 3 years from the day following the signing of the Installation Protocol by both Contracting Parties, and it can be terminated before this period:
 - a) by written agreement of the Parties;
 - b) by withdrawal from this Contract in the cases given in this Contract or in the event of a substantial breach by either Party.
3. The Parties agree that they consider the following cases in particular to constitute a substantial breach hereof:
 - a) the Contractor is more than 60 days in delay with term of performance stated in Article IV Paragraph 2 hereof or with starting to providing of Maintenance stated in Article IV Paragraph 3 hereof;
 - d) Contractor's statements referred to Article VI paragraph 9 hereof prove to be false;
 - e) the Contractor violates the obligation to notify the Client of the fact stated in the last sentence of the Article VI paragraph 9 hereof;
 - h) breach of obligation under Article IX Paragraph 4 point c) hereof;
 - i) breach of obligation under Article IX Paragraph 5 or 6 or 7 hereof;
 - j) breach of Article XII hereof which has not been remedied following a previous notice for correction;
 - k) Client is in delay with payment of a duly issued tax document (invoice) more than 1 month from its maturity.
4. The written notice of withdrawal from this Contract shall take effect on the day the written notice of withdrawal is delivered to the other Party. The notice of withdrawal from this Contract must be sent by postal service provider. In the event that the providing of maintenance has already begun, the Contracting Party may withdraw from the Contract only with regard to the unfulfilled remainder of the performance.

5. Termination of this Contract shall not affect the provisions regarding contractual penalties, damage compensation, and such rights and obligations which, by their nature, shall persist even after this Contract is terminated.
6. In the event of termination of this Contract according to Article XIII Paragraph 2 Point a) or b), the Parties undertake to carry out proper financial settlement of their mutual receivables and payables.

XIV. APPLICABLE LAW AND RESOLUTION OF DISPUTES

1. This Contract is governed by the laws of the Czech Republic, especially the Civil Code and PPA.
2. The Parties undertake to exert every effort to resolve any mutual disputes resulting from this Contract. Should the Parties fail to agree on an amicable settlement of a mutual dispute, each of the Parties may seek its rights before a competent court in the Czech Republic; the jurisdiction of a foreign court is excluded. The Parties have agreed that the competent court for judgement of the disputes arising between them under this Contract is the general court according to the Client's registered seat.
3. The application of the United Nations Convention on Contracts for the International Sale of Chips of 11 April 1980, known as the Vienna Convention, is excluded by this Contract.

XV. FINAL PROVISIONS

1. The Parties agree that any modifications and additions hereto may only be made in written amendments identified as such, numbered in ascending order, and agreed upon by the Parties. This provision shall not apply in the event of changes in the authorised representatives or other cases stated in this Contract; such changes are effective on the date, when the writing notice (at least an e-mail) on such change is delivered to the other Party.
2. The Contracting Parties do not wish that any other rights and obligations, in addition to those expressly agreed under the Contract, should be derived from the existing or future practices established between the Contracting Parties or from general trade usage or from the usage applied in the field relating to the subject of performance hereof, unless expressly agreed otherwise herein. In addition to the provisions stated above, the Contracting Parties hereby confirm that they are not aware of any trading usage or practices established previously between them.
3. If any provision hereof is or becomes invalid or ineffective, it shall have no effect whatsoever on the other provisions hereof, which shall remain valid and effective. In such a case, the Parties undertake to replace the invalid/ineffective provision with a valid/effective provision the effect of which comes as close as possible to the originally intended effect of the invalid/ineffective provision. If any provision hereof is found null (void), the Parties shall analogously assess the effect of such nullity on the remaining provisions hereof in accordance with Section 576 of the Civil Code.

4. The Contractor hereby declares that respects fundamental human rights and generally accepted ethical and moral standards in accordance with Universal Declaration of Human Rights (hereinafter also only „Rights“). In the case of the Client in a reliable and verifiable manner learns that the Contractor has violated or violate Rights, and the Contractor despite a prior written notice of the Client continues to violate generally accepted Rights or fails to remedy, the Client has the right to withdraw from this Contract pursuant to Article XIII Paragraph 2 point b) and Article XIII Paragraph 4 hereof.
5. The Contractor further declares that, in the performance of this Contract, he will observe fair working conditions and recognize and ensure the rights of employees in accordance with labor law and occupational safety regulations in force in the country in which subject matter of this Contract is performed. By signing this Contract, the Contractor declares that it complies with the obligations specified in this Paragraph 5 and undertakes to comply with them for the entire duration of this Contract.
6. The Parties take into consideration that this Contract shall be published in the Register of Contracts pursuant to Act No. 340/2015 Coll., laying down special conditions for the effectiveness of certain contracts, the disclosure of these contracts and the register of contracts (the Register of Contracts Act), as amended. The publication shall be arranged by the Client.
7. This Contract is drawn up in two copies in English language, each having the same validity as the original itself. Each Party shall receive one copy.
8. The Parties declare they agree with the content hereof and this Contract is prepared in a certain and intelligible manner, on the basis of true, free and serious will of the Parties, without any duress on either Party. In witness whereof they append their signatures below.
9. The following Annexes form an integral part of this Contract:
Annex No. 1: Specification of the Maintenance

In Prague, date _____

In [•], date _____

For the Client:

For the Contractor:

Tomáš Hebelka, MSc

Chief Executive Officer

STÁTNÍ TISKÁRNA CENIN, státní podnik

[the Participant to add the authorised person's full name]

[the Participant to add the positions of the person signing this Contract]

[the Participant to add its name]

Annex No. 1 to the Contract No. 035/OS/2023
SPECIFICATION OF THE MAINTENANCE

SMA PACKAGES

Privilege of SW Upgrade(s)			Basic	Classic	Premium
Special privilege for Premium CUSTOMERS to meet the latest development of JURA.					
	● SW Update(s) with Add-on(s)	Provision of SW update(s) with additional new features/tools, which otherwise will be released in the future SW version only. Thus, the CUSTOMER will enjoy JURA's latest development(s) before its official release in framework of the new SW version.	X	X	O
	● SW version Upgrades	The CUSTOMER will receive the new SW versions regularly as the same are officially released by JURA to the market.	X	X	O
	● User Manual	Provision of the SW User Manual with up-to-date content, which supports the CUSTOMER to use the new features/tools provided by the SW Update(s) with Add-on(s) or SW version Upgrades.	X	X	O
On-Site Support					
Support service at the CUSTOMER's premises					
	● Annual consultation	On-site SW support, design consultation on optimal use of the SW and review of CUSTOMER's operation of the SW. For this purpose one expert of JURA's Support/Design Department will visit each installation site of the CUSTOMER once a year at an agreed date for a period of 4 (four) working days free of charge.	X	X	O
	↳● Additional consultation	If the CUSTOMER needs extra days over the annual 4-day consultation mentioned above, JURA shall, upon written order of the CUSTOMER, provide such extra on-site service(s) against payment by the CUSTOMER of a fee of EUR 1,200 (one-thousand-two-hundred Euros) for each commenced working day and EUR 600 (six-hundred Euros) for each commenced travel-day of JURA's expert, plus travel and accommodation costs associated therewith.	Full price	Full price	50% discounted price
Online Support					
Remote support service mainly by emails through support@jura.hu					
License & SW installation	● SW license code support	Provision of the annual SW license code and license activation guide. Re-issue of the annual SW license code (when the CUSTOMER has new workstation(s), new time set, new HW parts, etc.)	O	O	O
	● SW dongle key support	Provision of the SW license key installation guide. Advising on unlocking the dongle, handling of time sync issues.	O	O	O
	↳● SW dongle key replacement	In case of damaged dongle key, JURA will send the new dongle key by DHL at its own costs.	X	O	O
	● SW installation assistance	Provision of a downloadable SW installer and the relating installation guide.	X	O	O
	↳● SW Remote installation	Remote SW installation during CUSTOMER's business hours via 'TeamViewer' application.	X	X	O
	↳● Installation DVD replacement	In case of damage or loss of the SW, JURA will send a new installation DVD by DHL at its own costs.	X	X	O
SW technical support	● Troubleshooting	When the CUSTOMER faces a SW error, JURA will try to diagnose it and suggest a workaround therefor, if any.	O	O	O
	↳● SW Updates after bug-fix	Whenever a bug fix is developed to cure a SW error, a new SW Update will be provided (approximately, twice a year). Such SW Update will be issued basically only for SMA customers with a Classic or Premium Package, except if the bug is a critical one and there is no work-around for that in framework of the then current SW version.	X	O	O
	● SW usability assistance	Assisting the CUSTOMER with use of the SW in a correct way, like explanation of filters, menus, tools and also provision of comprehensive advice in particular cases (e.g. how to build up the design structure, how to combine features, etc.)	X	O	O
	● Priority support	The CUSTOMER will receive response within 1 (one) business day.	X	X	O

AFFIDAVIT ON COMPLIANCE WITH THE BASIC CAPACITY

Public Contract Name:

Contract for SW Maintenance including Upgrade of the Current SW // *Servisní smlouva včetně upgrade stávajícího SW*

Name of Contractor (incl. legal form):	
Registered office:	
Reg. No.:	

1) BASIC CAPACITY

As a person authorized to act in the name of or for the above Contractor, hereby declare on my honour that the above-mentioned Contractor meets the basic capacity requirement as required by the Contracting Authority in the Invitation, since the Contractor:

- a) during the period of 5 years before the date of submission of the tender was not conclusively convicted of the criminal offence referred to under Annex 3 to the Act or a similar criminal offence under the legal system in the country of the registered office of the contractor; any effaced convictions are disregarded; where the contractor is a legal entity, the requirement is met by both the legal entity and each member of the statutory body. Where a member of the statutory body of the contractor is a legal entity, then the legal entity and each member of its statutory body, including the person representing the legal entity in the statutory body of the contractor, comply with this requirement.
Where the tender is being submitted by a branch of a foreign legal entity, then the legal entity and the manager of the branch of the foreign legal entity also complies with this requirement.
Where the tender is being submitted by a branch of a foreign legal entity, then the legal entity and the manager of the branch of the foreign legal entity must also comply with this requirement.
If the tender is being submitted by a branch of a Czech legal entity, then the given legal entity and each member of its statutory body, including the person representing the legal entity in the statutory body of the Contractor and the manager of the branch must also comply with this requirement.
- b) does not have payable tax arrears in the Czech Republic or in the country of participant's registered office, including the excise duty.
- c) does not have payable arrears on insurance premiums or public health insurance penalties in the Czech Republic or in the country of participant's registered office.
- d) does not have payable arrears on premium or on penalties relating to social security contributions and contributions to the state employment policy in the Czech Republic or in the country of participant's registered office.

- e) is not in liquidation and a bankruptcy order has not been issued against the participant, the participant has not been subjected to forced administration under another legal regulation, and the participant is not in an equivalent position as per the legal system of the country of participant's registered office.

LIST OF SUBCONTRACTORS

Public Contract Name:

Contract for SW Maintenance including Upgrade of the Current SW // *Servisní smlouva včetně upgrade stávajícího SW*

Name of Contractor (incl. legal form):	
Registered office:	
Reg. No.:	

(hereinafter “the Contractor”)

1) As required by the Contracting Authority in the Invitation, please find enclosed below a list of subcontractors we will use when performing the subject of the Public Contract.

A)

Subcontractor

with their registered office at:

represented by:

Reg. No.:

Type and scope of services to be provided by the subcontractor:

The share (%) of such supplies, services and works in the subject matter of the Public Contract to be realised by the subcontractor:

(Note: The participant will use the table as many times as necessary.)

X

2) As a tenderer under the aforementioned tender procedure, we hereby solemnly declare that we do not intend to assign any part of the public contract to any subcontractor.¹

¹ In the event that the tenderer does not intend to assign any part of the contract to any subcontractor, the list of subcontractors according to item 1) shall not be filled in.

AFFIDAVIT ON CONFLICT OF INTERESTS**Public Contract Name:****Contract for SW Maintenance including Upgrade of
the Current SW // *Servisní smlouva včetně upgrade
stávajícího SW***

Name of Contractor (incl. legal form):	
Registered office:	
Reg. No.:	

(hereinafter "**the Contractor**")

As a person authorized to act in the name of or for the Contractor, hereby declare on my honour that the Contractor meets, that it is not a corporate entity, where a public deputy defined in the Section 2 (1) (c) of the Act No. 159/2006 Coll, on conflicts of interests², as amended, or a person controlled by the public deputy owns a share of at least 25 % of the participation of a partner in corporate entity, in the same time I declare, that the Contractor does not prove its qualification in the Public Contract through a subcontractor, who would be such a corporate entity.

² Please find the English version of the Act under this link: <https://www.psp.cz/en/docs/laws/2006/159.html> Please note that unfortunately it is not the final version of the Act, which has been amended afterwards.

AFFIDAVIT ON APPLIED SANCTIONS

Public Contract Name:

**Contract for SW Maintenance including Upgrade of
the Current SW // *Servisní smlouva včetně upgrade
stávajícího SW***

Name of Contractor (incl. legal form):		
Registered office:		
Reg. No.:		

(hereinafter „Contractor“)

Individual sanctions

1. As a person authorized to act in the name of or for the Contractor, hereby declare on my honour, that the Contractor in the sense of:
 - a. Article 2, paragraph 2 of Council Regulation (EU) No. 269/2014 of 17 March 2014 on restrictive measures with regard to activities that violate or threaten the territorial integrity, sovereignty and independence of Ukraine, as amended, (hereinafter referred to as the "Regulation No. 269/2014), and
 - b. Article 2, paragraph 2 of Council Regulation (EU) No. 208/2014 of March 5, 2014, on restrictive measures against certain persons, entities and authorities in view of the situation in Ukraine, as amended, (hereinafter referred to as the "Regulation No. 208/2014"), and
 - c. Article 2, paragraph 2 of Council Regulation (EC) No. 765/2006 of 18 May 2006 on restrictive measures against President Lukashenko and certain representatives of Belarus, as amended, (hereinafter referred to as "Regulation No. 765/2006"),
is not a natural or legal person, entity or body or a natural or legal person, entity or body associated with them listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006.
2. As a person authorized to act on behalf of or on behalf of the Contractor, I hereby declare on my honour that for purposes of performance of the Public Contract, no funds or economic resources will be made available directly or indirectly to natural or legal persons, entities or bodies listed in Annex I of Regulation No. 269/2014, Regulation No. 208/2014 or Regulation No. 765/2006 or for their benefit.