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## DELIVERY CONTRACT

concluded between **Hungarian Academy of Sciences Research Institute for Linguistics** (seat: 1068 Budapest, Benczúr u. 33.; tax registration number: 15300571-2-42; financial institution holding the bank account: Magyar Államkincstár; BIC (SWIFT) code: MANEHUHB; account number (IBAN): HU4010032000-01731732-00000000; represented by: Dr. István Kenesei, director, as customer (hereinafter referred to as "**Customer**"),

and **Mind's Eye Research Ltd.** (seat: Sussex Innovation Centre, University of Sussex, Brighton, BN1 9SB, UK; company registration number: 7705076 tax registration number: 117 5113 44; financial institution holding the bank account: Santander Business Banking; BIC (SWIFT) code: ABBYGB2LXXX; account number (IBAN): GB62ABBY09012802382037, represented by: Dr. Samuel B. Hutton, director, as Contractor (hereinafter referred to as "**Contractor**"), hereinafter jointly referred to as Parties (hereinafter referred to as "**Parties**")

on the said date and place, for the Part I. with the following terms and conditions:

### I. Background

Customer has launched a negotiated public procurement procedure without prior publication of a contract notice as set forth in Article 122 (7) a) of Act CVIII of 2011 on Public Procurement in the subject of "**Procurement of eye-tracking systems within the frames of the project aimed at the development of research infrastructure in order to make outstanding scientific activities possible**". The notice launching the procedure was sent directly to tenderers on the 4<sup>th</sup> of October 2012. Contractor has been selected as winning tenderer of the public procurement procedure regarding Part I.

### II. Scope of the contract

Customer shall order and Contractor shall undertake to deliver the eye-tracking system (hereinafter referred to as Devices) set out in Annex 1 to the contract to the seat of Customer, based on the tender documentation and its tender, *(in the case of Part 1, it shall undertake to install the device and train the personnel operating it).*

### III. Consideration, payment method

- 1.) Parties agree that the consideration for the Devices set forth in Section II shall be 34.435,- EUR + VAT.
- 2.) Subsequent to fully complying with the obligations undertaken Contractor shall be entitled to make out a final invoice.
- 3.) The invoice can be accepted upon presenting the certificate of completion signed by Customer. The invoice shall be submitted to the seat of Customer.
- 5.) Parties agree that the consideration shall cover all costs incurring at Contractor in connection with the fulfilment of all its contractual obligations, including the putting into operation of the devices delivered.
- 6.) The consideration – in accordance with Article 130 (3) a) of the Act on Public Procurement – shall be paid by bank transfer, with a term of 30 days reckoned from the receipt of the invoice by Customer.  
The person authorised to issue a certificate of completion on behalf of Customer shall be Dr. Katalin Mády.
- 7.) In the case of late payment Contractor shall be entitled for an interest on late payment, as set out in Article 301/A (2) and (3) of Act IV of 1959 on the Civil Code (hereinafter referred to as Civil Code). The last day for the calculation of the interest on late payment shall be the day when the bank account of Customer held at the Hungarian State Treasury is debited.

- 8.) Parties agree that this contract and its completion shall fall under the scope of Article 36/A of Act XCII of 2003 on the rules of taxation.

#### **IV. Acceptance**

- 1.) The place of fulfilment shall be the seat of Customer.
- 2.) The completion of delivery shall be acknowledged by Customer by signing – subsequent to the acceptance at the place of fulfilment – the Delivery Note indicating the items of the consignment and by preparing the minutes of acceptance.
- 3.) Delivery of the devices to be installed shall be considered completed if the delivery of the devices has been performed appropriately. (In the case of Part 1, the device has been installed in accordance with the manufacturer's instruction and the personnel operating the device has been trained.)
- 4.) Upon completion – pursuant to the relevant rules – Contractor shall hand over to Customer the documents and certifications necessary for the appropriate use of the device.

#### **V. Performance**

- 1.) Contractor shall be obliged to deliver the devices to the delivery address stipulated and to perform the necessary installations within 3 months after the signature date of the contract at the latest. Customer accepts early delivery.
- 2.) Contractor shall inform Customer about the expected date of delivery at least 3 days in advance. Contractor shall acknowledge that it shall perform its activities by taking into consideration the order of operation of Customer. Contractor shall be obliged to arrange the date and time of delivery in such a way that the acceptance take place on weekdays, between 9:00 a.m. and 3 p.m..
- 3.) Contractor shall warrant that the device delivered by it shall be in accordance with the quality requirements set out in the technical documentation of the tender documentation of the public procurement procedure in this subject matter, as well as with the required quality level.
- 4.) The device shall be free of all kind of errors resulting from the act or negligence of Contractor.
- 5.) Contractor shall undertake a warranty obligation for the 12-month period (according to the offer of Contractor) from the date of putting into operation.

#### **VI. Warranty, indemnification, termination of contract due to failure**

- 1.) Contractor shall be obliged to inform Customer in writing without delay about all circumstances occurring during the term of the contract and hindering the fulfilment of the contract or the timely fulfilment of the contract, indicating the reason for and the expected duration of the delay.
- 2.) In the case of late fulfilment by Contractor Customer shall be entitled for liquidated damages for late performance – apart from other claims for damages based on the infringement of contract. The amount of liquidated damages for late performance for each day in delay, starting from the first day of delay shall be 0.25% of the net contract value, but maximum 5% of the net contract value.
- 3.) If the fulfilment is impossible due to the failure of Contractor, Customer shall be entitled for a cancellation fee. The cancellation fee shall be based on the net contract value, its extent shall be 10% of the net contract value.
- 4.) Each party shall be entitled to terminate the contract with immediate effect (termination for cause) in the case of a serious infringement by the other party, in a written statement sent to the other party. Termination with immediate effect can only be effected if the party terminating the contract has called upon the other party to end the infringement within a set period, and this period has passed without any result.
- 5.) Especially the following shall be considered as a serious infringement:
  - if Contractor initiates its liquidation, or a court orders its liquidation in a final order, or a legally-binding bankruptcy procedure is started against Contractor;

- if Customer does not pay the consideration for the Device, after the expiry of the deadline set out in this contract, not even upon the repeated call by Contractor.
- 6.) Customer shall be entitled to claim damages exceeding the liquidated damages in accordance with the rules set forth in the Civil Code.
  - 7.) Any acceptance without reservations by Customer of a fulfilment not being line with the contractual terms and conditions cannot be interpreted as a waiver from the claim(s) that Customer would be duly entitled to as a result of an infringement.
  - 8.) Customer shall have the right to withhold from the contractual price the liquidated damages becoming due.

#### **VII. Settlement of disputes**

- 1.) Contractor and Customer shall make all efforts to settle with the help of negotiations the differences of opinions or disputes between them in connection with the contract. Parties shall be obliged to mutually inform each other about all related facts and hindering circumstances.
- 2.) Should the Parties be unable to settle their legal dispute based on or related to this contract within 30 days reckoned from the starting of the negotiations, they shall be entitled to settle their claims within the frames of litigation, in accordance with the relevant provisions of Act III of 1952 on the Code of Civil Procedure.

#### **VIII. Amendment of the contract**

Upon joint agreement Parties can amend the contract any time, in writing, and in accordance with the provisions of Article 132 of the Act on Public Procurement.

#### **IX. Subcontractor, co-operating entity**

Contractor can use the services of subcontractors and/or co-operating entities for the fulfilment of the contractual obligations.

#### **X. Miscellaneous provisions**

- 1.) In case contingent legal disputes resulting from this contract cannot be settled amicably, Parties stipulate the competence of the courts of the Hungarian State.
- 2.) Notices sent by a party to the other party shall be sent in writing (letter, telefax) to the address indicated in the contract for this purpose, and the receipt of such notices shall be confirmed in writing.
- 3.) Pursuant to Article 125 (4) of the Act on Public Procurement any cost incurred in relation to a company no being in compliance with the stipulations set out in Article 56(1) k) and which may be used for reduction of the successful tenderer's taxable income, may not be paid or charged by the successful tenderer in the context of the performance of the contract.
- 4.) Contractor shall undertake to disclose its ownership structure to the Contracting Authority during the completion of the contract, and informs the Contracting Authority without delay about the transactions referred to in Point 3).
- 5.) Pursuant to Article 125 (5) of the Act on Public Procurement the party entering into the contract as a Contracting Authority shall be entitled to and at the same time shall be bound to terminate the contract – where necessary, giving a period of notice which makes it possible for him to arrange for the carrying out of his duty according to the contract - if
  - a) any legal person or any business organisation without legal personality not complying with the stipulations set out in Article 56(1) k) acquires directly or indirectly a share exceeding 25% in the Contractor.
  - b) the Contractor acquires directly or indirectly a share exceeding 25% in any legal person or any business organisation without legal personality not complying with the stipulations set out in Article 56(1)k) .

6.) During the completion of the contract the Contracting Parties shall be obliged to cooperate and inform each other without delay about the circumstances influencing the fulfilment of the contract.

Contracting Parties in connection with this contract designate the following persons as contact persons:

Contact person as regards professional matters on behalf of Customer:

**Dr. Katalin Mády**

Phone: +36 1 321 4830/190; Fax: +36 1 322 9297

e-mail: mady.katalin@nytud.mta.hu

Contact person as regards professional matters on behalf of Contractor:

**Dr. Samuel B. Hutton**, director

Phone: 00447906364938; Fax: 00441274678058

e-mail: sam@sr-research.com



7.) As regards questions not regulated in this contract the provisions of the Hungarian law, the Civil Code, the Act on Public Procurement and the relevant effective Hungarian legal regulations shall be governing.

All documents prepared during the public procurement procedure, especially the invitation launching the procedure and the documentation, the additional information issued during the procedure and the tender of Tenderer shall form an inseparable part of this contract.

After having read and interpreted it Parties have signed this contract in 4 original copies as being entirely in accordance with their will.

Done at Budapest on the 26<sup>th</sup> of November 2012.



	
<b>Hungarian Academy of Sciences Research Institute for Linguistics</b>	<b>Mind's Eye Research Ltd.</b>
Customer	Contractor

*Ellenjegyzés = Katalin Mády  
2012.11.26.*