

Appendix No. 3a

CONTRACT FOR THE IMPLEMENTATION OF SPECIFIC COURSES

concluded between these contracting parties:

Company: **Gatema s.r.o.**
ID No./VAT No: 60749954/CZ60749954
Registered address Havlíčkova 18, 680 01 Boskovice, CZ
Bank connection: 197009905/0300 ČSOB
Represented by: Ing. František Vlk, company executive
(hereinafter as „contractor“)

and

Company:
ID Number:
Registered address:
Bank connection:
Represented by:
(hereinafter as „supplier“)

I. Purpose of the contract

The purpose of the contract is regulation of relations between the contracting parties and setting rules and conditions under which is the realization of specific courses. These courses will be carried out in accordance to the Methodological guidelines for tenders in OP HRE and all terms of the contractor.

II. Scope of work

1. Supplier undertakes to provide specific courses of software Genesis for contractor's employees in areas, extent and with purpose specified in the tender documentation of the project within OP HRE "**Skills professional skills and knowledge of employees in PCB division, company Gatema s.r.o.**". Detailed specification of the subject of this contract, by which the contractor is bound, is contained in Appendix A of this contract - Specifications of the subject of the tender, which is an integral part of this contract.
2. Contractor agrees to pay supplier the agreed price of performed services in the amount pursuant to **article III** of this contract in assumption of the compliance with all conditions of this contract.
3. The study materials and documents relating to the training courses will be delivered to all participants together with the project.
4. Specific courses is divided into several units. After each unit the supplier is obliged to submit a presence sheet signed by participants.
5. After completion the participants will receive a certificate.

III. Price and payment conditions

1. The price is assessed for realization of the specific courses as a whole. The price is final and complete and covers all activities related to the performance of subject to this contract (including possible travel expenses of the supplier, risks and profits). The price is considered as the „maximum acceptable price“. No additional costs will be redeemed.
2. **The total price is:**
3. If the supplier is a legal entity established abroad, the price will be only listed excluding VAT.
4. Payments will be made by transferring money to the supplier's bank account. Invoice due date is at least 30 days after it has been handed to contractor. Payment date is considered as the day of writing-off the money from contractor's account.
5. In case of delay in payment by contractor, contractor is obliged to pay supplier a penalty of 0,05 % for each day of delay from the unpaid amount.

6. In case the supplier fails to fulfill its obligation duly completing and delivering work on time within the agreed deadline, the supplier is obligated to pay contractor a penalty of 0.05% for each day of delay from the price of the work.

IV. Duration and place of performance

1. Place of receipt of services is the location of contractor (Gatema s.r.o., Havlíčkova 18, 680 01 Boskovice, CZ).
2. Supplier is obliged to realize complete scope of the tender upon this contract by the end of August 2013.

V. Obligations of contracting parties

1. Both parties undertake to co-operate in realization of the project during contract.
2. Supplier agrees to supply agreed services carefully and conscientiously following contractor's instructions, according to supplier's ability, knowledge and skills as it is determined in this contract, qualification requirements and following generally binding legal regulations and internal regulations of contractor.
3. Supplier ensures abidance by publication rules in accordance with the requirements of OP HRE, that means in training rooms and all printed documents and papers will include information about co-financing of the project by the ESF and from budget of Czech Republic.
4. Supplier is obliged to inform contractor immediately of any facts that could have negative impact on the quality of work, on failure to comply with the agreed terms.
5. Supplier is fully responsible for quality and general accuracy of performed services, for compliance with standards and regulations, technical equipment, other materials and things used in the provision of contracted services.
6. Contractor agrees to create supplier all the conditions for the proper performance of his work (training room, technical support as data projector, flipchart, etc.), in particular those ensuring proper and safe performance of providing services.
7. Contractor reserves the right that result of the project under this contract may also be used for contractor's purposes.
8. Supplier is obliged to collaborate in the financial audits to be made, as set forth in § 2e) of Act No. 320/2001 Coll., on financial audit.

9. Supplier is shall retain all documents relating to the project under contract for 10 years after the date of payment of the final payment to the beneficiary of the project, which means the date of write-off from the grant provider's account (financial completion of the project).
10. Supplier must allow persons entitled to exercise control of the project (particularly provider, MPSV, MF, NKÚ, European Commission, European Court of Justice), on which the contract is covered, to check documents relating to the contract performance during the time period stipulated by Czech law for archiving (Act No. 563/1991 Coll. on Accounting and Act No. 235/2004 Coll., on Value Added Tax).
11. In case the supplier fails to comply with the essential requirements of the contract, the contractor is entitled to withdraw from the contract and require the contractor to cover the damages. Both parties (contractor and supplier) agree that a substantial breach of the contract is considered to be mainly non-fulfillment of agreed specification of the subject and deadlines of the agreed schedule.
12. Withdrawal from contract must be made in written form and effects of withdrawal occur on the day in which the written withdrawal was delivered to the supplier. For the date of delivery is also considered returning unclaimed shipment, if it has been sent to the address given in the heading of this Contract.

VI. Confidential information

1. Software applications, electronic data or other works subject to copyright law, which arise under this contract or which will be used in the performance of services, are the exclusive property of contractor. Supplier cannot provide data on such information to third parties or make copies of electronic or other data and information that are contractor's devices (PC, servers, database, LAN, etc.) without contractor's written consent.
2. Supplier undertakes that without the prior written consent of the contractor it shall not use confidential information for purposes other than purposes of performing this contract, publicize or in other way disclose the confidential information to a third person.

VII. Attachments

1. APPENDIX A – Specification of the subject of the tender

In

on

In

on

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Contractor

Gatema s.r.o.

.....
Supplier

APPENDIX A – Specification of the subject of the tender

Training Courses of software Genesis

Training courses will be attended by 15 employees. Training will be 5 working days, 7,5 per a day, it will be a total 37,5 hours. 1 hour = 60 minutes.

Training courses will take the form of expert instruction with a practical demonstration in the plant authority. In the case of the interpretation training in a foreign language, contracting authority ensures translators.

Term of realization: August 2013

Training courses must be implemented in the following structure:

Day	Topic	Course Length in hrs.	Number of empl.
1	CAD tools to design printed circuit boards (PCB) – general overview CAD for HDI applications (Cadence, Mentor Graphics) Engineering for production Engineering for assembly	7,5	15
2	Data formats for entering production (Gerber, ODB++,....) CAM tools for the preparation of production data – general overview CAM350, U-CAM, Genesis – features, advantages, disadvantages Preparation of manufacturing documents using the Genesis	7,5	15
3	Create and use macros Genesis Optimizing data for testing Optimizing data for mechanical operations (drilling, milling) Products to prepare production data and management of the production process InStack	7,5	15
4	InPlan Panels with controlled impedance – the principles of design, features, use The method of calculating the impedance The effect of structural variables on impedance boards	7,5	15

	Measurement of impedance PCB		
5	<p>Compensation of the linear instability materials in the production of multi-layer PCB</p> <p>The principles of mutual registration of layers and holes</p> <p>Compensation before lamination (motif) and after lamination (dribbling data) – advantages, disadvantages, consequences</p>	7,5	15
Σ	-	37,5	-