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Contracts Tender

Clause 1

Contractual object

The contracts tender combines all clauses to be included in the contract to be celebrated as a result of a pre-contract procedure whose main goal is *acquisition of Software DYMOLA - ACADEMIC INNOVATE for a period of two (2) years, to the Department of Mechanical Engineering of the University of Aveiro*, in the terms of the Technical Specifications in the Attach A of this contracts tender.

Clause 2

Contract

1. The contract, in written, it comprises the terms of the contract and attaches, regulated by the Code of the Public Contracts (CCP) and any foresee legislation and applied regulations, according to the Portuguese law.

2.The co-contractor is also compelled to respect, in all he / she is concerned, the European and Portuguese bills, specifications and public certification of the manufactures and entities holding patents.

Clause 3

Deadline

The contract shall remain until the contractual object being accepted entirely, by the UA, according to the terms in attach A of this contracts tender, and the adjudicated proposal and by the terms of the law mainly by the deadline of 2 (two) years.

Clause 4

Co-contractor´s main obligations

1. Without damage of any other obligations foreseen in the applicable legislation, in special in the CCP, in this contracts tender or in the contractual clauses, arise to the co-contractor from the celebration of the contract, with the absolute subordination to the principles of the professional ethics, exemption, independence, zeal and competence, the following main obligations:

a) Obligation of delivery/cession to the *Department of Mechanical Engineering of the University of Aveiro* - Campus Universitário de Santiago / 3810-193 Aveiro, of software/license identified in the adjudicated proposal, regarding this contracts tender, in particular in the terms and conditions of the specifications pointed in attach A and in the adjudicated proposal;

b) Obligation of software/license guarantee for the minimum period of 2 (two) years, or for the period foreseen in the adjudicated proposal if longer than the referred minimum period;

c) Obligation of continuity of the software/licence in the contractual period, especially in terms of updates;

d) Obligation to provide and fulfil the terms and the conditions set for the contract to be celebrated, in addition to the terms and the conditions of this contracts tender and also of the adjudicated proposal, such as:

i. Obligation to take the responsibility for any damage caused in existing equipment and other goods within UA facilities, as well as any other damage arising out of the inherent activities in the contractual implementation;

ii. Obligation to provide to UA, or to the authority indicated by UA, at any time while pending the contract implementation, any clarifications and further information regarding the same contract implementation, provided within the contract, in accordance with the terms of this contracts tender, including its attach A;

iii. Obligation to deliver, within 20 (twenty) working days after the conclusion of the contract implementation and acceptance of the software/license, the technical documentation necessary for the regular and full functioning and usage, preferably in Portuguese language, or if it is not possible, in English, French or in Spanish language to UA;

iv. Beyond the obligation of delivery/cession of software/license object of the contract according to the conditions defined in this contractual contracts tender and other documents, the obligation to communicate to the UA, as soon as it has the knowledge, the facts that make the contract implementation total or partially impossible, as well as the fulfilment of other contractual obligations;

v. Obligation to not change the delivery/cession of the software/license of the contract object outside the cases provided for in this contracts tender and in the contract;

vi. Obligation to not transfer their obligations under contract, except as provided in the terms of this contracts tender;

vii. Obligation to become responsible for every action done by people who, within the contract, act on its account and responsibility, being considered as organs or the co-contractor agents for this purpose;

viii. Obligation to provide properly and accurate information relating to the conditions of the contract implementation, as well as providing all the demanded clarifications;

ix. Obligation to communicate to UA that any fact occurring during the contract implementation and which may change the trade name, its legal representatives regarding the contract and its commercial and legal situations;

x. Obligation to provide relevant information for the contract management to UA.

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2. On an ancillary basis, all human, material and IT necessary resources for the regular and full functioning of the contract object are to be used by the co-contractor, as well as establishing the organizational system essential to the perfect and complete performance of the tasks assigned to, and also cooperating and providing information to UA´s staff responsible for that software/license.

Clause 5
Compliance and operating

1. The software/license object of the contract must be delivered/assigned in perfect conditions of use for the purpose for which it is intended and all supporting necessary material for tits regular and full functioning.

2. The co-contractor is responsible for any defect or discrepancy in the contractual object at the time it is delivered/assigned.

Clause 6
Delivery/cession

The software/license object of the contract must be delivered/assigned in the *Department of Mechanical Engineering of the University of Aveiro*, Campus Universitário de Santiago, 3810-193 Aveiro, with the characteristics, specifications and requirements foreseen in the attach A of this contracts tender and of the adjudicated proposal, in the maximum stated period of 8(eight) day of calendar, counted on the date of the celebration of the contract.

Clause 7
Approval

In case that the operability of software/license object of the contract is proved, as well as its conformity with the legal requirements, with any defects and or non-conformities and or discrepancies with the characteristics, specifications and requirements defined in this contracts tender, and in attach A, an auto acceptance is emitted by UA.

Clause 8
Contract price

1. By delivery/cession of software/license object of the contract, as well as the implementation of other obligations in this contracts tender, the co-contractor must be paid a contract price [1] of €__ (__), agreeing on the total price of the adjudicated proposal, plus VAT at the legal rate in force, if legally due.

> [1] *[to fill in the contractual term with the amount in the adjudicated proposal and the same matching to an aspect of the implementation of the contract submitted to the competition whose amount cannot be higher than the base price of the procedure of €5.147,00 (five thousand, one hundred and forty seven euros)]*

2. The price referred to includes all costs, charges and expenses which are not expressly assigned to UA.

Clause 9
Payment conditions

1. The amount owed by UA under the terms of the previous clause, must be paid no later than 60 (sixty) days after presentation by the co-contractor, and the reception and approval of the invoices by UA, under legal penalties, in particular to the right of the default interests on outstanding amount from the due to the legally fixed tax, for the corresponding period to the deferred payment, and those can only be issued following the payment of the specific obligations.

2. The obligation is considered due by the time of the delivery/cession of the software/license and signature of the invoice or document of acceptance or equivalent.

3. In case UA disagrees with the co-contractor about the amounts on the invoices, UA must communicate the specific issues, in writing, being the co-contractor compelled to provide the necessary clarifications or to issue a correct new invoice.

4. Duly issued and subject to the provisions of paragraph 1 above, the invoices are paid by check or banking transfer.

5. The co-contractor is subject to the tax rebates by the applicable legislation, in respect of all payments.

Clause 10
Contract penalties

1. For breach of obligations arising and emerging from the contract, the co-contractor can be required a monetary penalty by UA, in particular if a breach of dates and deadlines of delivery/cession of the software/license object of the contract, for

reasons attributable to the co-contractor, and for breach of any characteristics, specifications and requirements defined in this contracts tender, in particular in its attach A, corresponding to 2% (two per cent) for each working day of delay, in total, not being allowed to exceed 20% (twenty per cent) of the total amount of the contract.

2. In case of rescission of the contract by breach of the co-contractor, a monetary penalty of up to 5% (five per cent) of the contract value can be demanded by UA.

3. The value of the monetary penalty referred in the paragraph 2 above is deducted from the amount paid by the co-contractor foreseen in the previous paragraph 1, regarding the object of the contract whose delay in the delivery/cession has determined the referred rescission.

4. In determining the seriousness of the breach, UA takes into consideration, the duration of the infraction, any possible reiteration, the degree of the fault (intentionally or negligence) by the co-contractor and also the breach consequences.

5. UA can compensate for the payments due under the contract with the monetary penalties foreseen in this clause.

6. With any damages to the preceding paragraphs, the delivery/cession of the software/license object of the contract in a smaller amount or in any requests for substitution or repair have a suspensive effect on the total order value invoicing and payment, according to the terms of this contracts tender, contract and adjudicated proposal, until the situation is normalized.

7. The monetary penalties foreseen in this clause shall not hinder UA requirements for a compensation of all other damages caused.

Clause 11
Rescission by UA

1. Without damage of other foreseen beddings of resolution in the law, and in the case of violation of some more serious or reiterated obligations by the co-contractor, UA can decide on the penalties of the contract, charging this way:

a) Delay, total or partial, in the delivery/provision of the software/license subject of the contract exceeding 8 (eight) days or a co-contractor´s written statement testifying that the delay exceeds this period;

b) No resolution of defects, non-conformities and or discrepancies mentioned in this contracts tender, or continuation of in-operability of the contract object, within 20 (twenty) days after the deadline set by UA, established under the terms of this contracts tender;

c) Delay in delivery of the documentation referred to in this contracts tender, in the contract or requested by the AU relating, directly or indirectly, to the contract object, if exceeding 2 (two) days;

d) Any work/acceptance tests will be not performed with the results set out, therefore for the contractor´s reasons;

e) For false statements and/or submission of false documentation;

f) The software/license delivery/cession does not correspond to the foreseen in this contracts tender, including attachments, in the contract, and additionally in the adjudicated proposal;

g) Whenever checked objective and reasonable grounds that the contract execution is severely undermined;

h) If the co-contractor, serious and repeatedly, does not act towards this contract, this contracts tender and towards this adjudicated proposal, according to the foreseen in the law;

i) Failure to comply with the terms and period of provision of guarantees provided for in the contract exceeding 5 (five) days;

j) Breach of the duty of secrecy, which is imposed by UA;

k) Failure by the co-contractor to judicial decisions or awards, directly or indirectly connected with the contract;

l) For reasons of public interest, duly justified.

2. For the purposes of this clause, and without any damages to other legal provisions and contractual arrangements, it is also incumbent on compliance verification of any of the following situations, in relation to the co-contractor:

i. Declaration of the insolvency, or bankruptcy declared by the court;

ii. Failure to comply with the obligations regarding the payment of Tax Administration contributions and or Social Security, in accordance with the applicable legal requirements;

iii. Indication of a higher price than the price asked to the public, by the date of the delivery of the proposal;

iv. Non-submission of documentation/information requested by the UA, of direct or indirect importance to the contract management;

v. Refusal of delivery/cession of software/license, object of the contract;

vi. Definitive failure to comply with duty of features, specifications and requirements contained in this contracts tender, in particular in attach A.

3. For the purposes of the foreseen in iv and vi., it is considered to be definitive failure when, after repeated warnings or constant sanctions foreseen in this contracts tender and in the contract, the co-contractor continues to incur in default.

4. The right of resolution referred to in paragraph 1 above shall be with a declaration by writing sent to the co-contractor and the benefits already undertaken will not be renewed, unless it is determined by UA.

5. For the purposes of paragraph 4, the exercise of the right of resolution shall be through notification by registered letter, stating the defaults and the grounds of the entire situation and with warning of reception, addressed to the co-contractor.

6. The exercise of the right of resolution does not release the co-contractor from the obligation to meet the UA requests, carried out under the contract, received up to the date of the resolution.

7. The exercise of the right of resolution does not damage the foreseen sanctions in this contracts tender and in this contract.

Clause 12
Rescission by the co-contractor

1. Without any damages to other grounds for resolution foreseen in the law, the co-contractor may decide the contract when any amount it is due to be in debt for more than 6 (six) months or when the amount owed exceeds 25% (twenty-five per cent) of the contract price, excluding interests.

2. The right of withdrawal is exercised by written declaration sent to AU, which shall take effect 30 (thirty) days after the receipt of that, unless the latter fulfil the obligations in delay within that period, plus the interest on arrears.

3. The resolution of the contract according to paragraphs above does not determine the repetition of benefits made by the co-contractor, however, all its obligations under the contract shall be ceased, with the exception of those referred to in article 444 of the CCP.

Clause 13
Pledge

A pledge is not required, according to paragraph 2 of the article 88 of the CCP.

Clause 14
Charges

All costs and expenses relating to any charges regarding the conclusion of the contract, as well as any resulting from the use of the rights of intellectual or industrial property rights, under the contract, are the co-contractor´s responsibility.

Clause 15
Interpretation and validity

1. The contract and other contractual documents are regulated by Portuguese law, being interpreted in accordance with Portuguese rules.

2. Those parties to the contract who have doubts about the meaning of any contractual documents, must give rise to the same to the other party to whom the meaning of that provision say directly about it.

3. If any provision of the contract or any contract documents is annulled or declared invalid, the remaining provisions shall not be affected by this fact, remaining in force.

Clause 16
Law and applicable legislation

1. The contract is administrative in nature and it is regulated by Portuguese law.

2. To this procedure and in all silent and or that is not specifically provided in this contracts tender, including attachments, shall apply the provisions of the CCP, approved in attachment to Decree-Law n. 18/2008, 29/1, Rectified by Statement of

Rectification n. 18-A/2008, 28/3, with the changes by Law n. 59/2008, 11/9, by Decree-Law n. 223/2009, 11/9, and by Decree-Law n. 278/2009, of 2/10, attached to which was republished, which is an integral part, as well as with the changes by Law n. 3/2010, 27/4, by Decree-Law n. 131/2010, 14/12, by Law n. 64-B/2011, 30/12, by Decree-Law n. 149/2012 of 12, and by Decree-Law n. 214-G/2015, 2/10, and other applicable laws and regulations, and, if this is the case, the conditions laid down in the specifications of this contract in this contracts tender.

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<u>Attach A - Technical Specifications</u>

Acquisition of Software DYMOLA - ACADEMIC INNOVATE for a period of two (2) years, to the Department of Mechanical Engineering of the University of Aveiro, with the following technical features:

☐ HXY Heat Exchanger Library – Add on

☐ LCY Liquid Cooling Library – Add on

☐ PNY Pneumatics Library – Add on

☐ TPY Thermal Power Library – Add on

☐ BTY Battery Library – Add on

☐ DOZ Design Optimization – Add on

☐ EPY Electric Power Library – Add on

☐ ENY Electric Dynamics Library – Add on

☐ EIY Engines Library – Add on

☐ FBY Flexible Bodies Library – Add on

☐ FDY Flight Dynamics Library – Add on

☐ FCY Fuel Cell Library – Add on

☐ HCY Human Comfort Library – Add on

☐ HPY Hydro Power Library – Add on

☐ MOC Model Calibration – Add on

☐ MOM Model Management – Add on

☐ PWY Powertrain Library – Add on

☐ RHS Real-Time Simulation – Add on

☐ SMK Simulink Interface – Add on

☐ SEY Smart Electric Drives Library – Add on