Contract on the use of the computational resources

(Project FILL IN)

pursuant to the provisions of Section 1746(2) and seq. of Act No 89/2012 Sb., the civil code, as amended, hereinafter the “Civil Code”, (hereinafter the “Contract”):

The parties:

**VSB – Technical University of Ostrava**

**IT4Innovations National Supercomputing Center**

With registered office at: 17. listopadu 2172/15, 708 00 Ostrava – Poruba, Czech Republic

Represented by: doc. Mgr. Vít Vondrák, Ph.D. Director IT4Innovations

ID no.: 61989100

VAT no.: CZ61989100

Bank connection: ČSOB, a.s.

Acc. no.: 100954151/0300

Contact person: Mgr. Branislav Jansík, Ph.D.

 tel: +420 597 329 510, e-mail: branislav.jansik@vsb.cz

 (hereinafter the “Provider”)

and

**FILL IN**

With registered offices at: FILL IN

Represented by: FILL IN

ID no.: FILL IN

VAT no.: FILL IN

Bank connection: FILL IN

Contact person: FILL IN

 (hereinafter the “Client”),

1. SUBJECT-MATTER OF THE CONTRACT
2. Through this Contract, the Provider agrees to provide to the Client computational resources on high performance systems chosen by the Client, i.e. to enable the Client to use a portion of the Provider’s computational resources with specified properties and a scope of services provided by the Provider’s infrastructure, and the Client agrees to pay an agreed fee to the Provider, i.e. all of the above stated under the terms and conditions agreed hereinafter. In addition, integral parts of this contract include the General Terms and Conditions (see <https://www.it4i.cz/en/for-users/computing-resources-allocation>) and the rules and conditions contained in the document entitled Acceptable Use Policy of HPC Resources at IT4Innovations (see <https://www.it4i.cz/en/for-users/obtaining-login-data>), which supplement this Contract and specify in greater detail the rules for using the systems and which therefore governed any relationships between the parties that are not regulated in greater detail in this Contract. The Client states that has read and understood their text prior to signing this Contract. The Provider reserves the right to change the General Terms and Conditions unilaterally, and undertakes to notify the Client of the changes of the General Terms and Conditions.
3. The Client agrees to use the provided computational resources in the extent, manner and for the price specified in Annex 1 to this Contract.
4. Computational resources under this Contract may also be provided repeatedly by signing an addendum to this Contract in the form of Annex 1 of this Contract.
5. The Client does not acquire the possibility of using the allocated computational resources through its own resources, but only through the services that are intended for that purpose and that are provided by the Provider under this Contract.
6. The Client has the possibility to use user support and consulting services as services provided by the Provider that are specified in more detail in the General Terms and Conditions.
7. VALIDITY AND EFFECTIVENESS OF THE CONTRACT, WITHDRAWAL
8. This Contract becomes valid and effective on the date on which it is signed by the last party.
9. The Provider is entitled to withdraw from of the Contract in the event the Client has been in default in the payment of the price for the Performance under the Contract for more than 15 days or in the event the Client fails to provide the Provider with the necessary cooperation.
10. Each of the parties is entitled to withdraw from this Contract in writing, if:
* insolvency proceedings have been opened against the other party’s assets in which the court has determined bankruptcy, or the party itself has filed a debtor’s petition to commence insolvency proceedings;
* the other party has entered into liquidation.
1. The termination of the effectiveness of this Contract is without prejudice to any provisions of the Contract relating to claims arising from liability for damages and claims arising from contractual penalties, as long as they arose prior to the termination of the effectiveness of the Contract, provisions on the protection of information, as well as other provisions and claims whose nature indicates that they are intended to survive the end of the effectiveness of this Contract.
2. Through this Contract, the parties exclude the application of Section 2004(2) and (3) of the Civil Code and, in any case of withdrawal from the Contract, the Client agrees to pay to the Provider the price for the performance that has already been provided and other costs incurred in performing this Contract.
3. COMMON AND FINAL PROVISIONS
4. This Contract may only be changed or supplemented by the parties in the form of written amendments that will be numbered in an ascending sequence and signed by the parties’ authorised representatives. Where this Contract requires certain acts to be done in written form, this is not deemed to include the exchange of e-mail or similar electronic messages.
5. The following annexes form an integral part of the Contract:
* Annex 1 – Rental of Computational Resources
* Annex 2 – General Terms and Conditions
1. This Contract is executed in two counterparts, of which each party receives one counterpart.
2. This Contract contains the entire agreement concerning the subject-matter of the Contract and all facts which the parties should have or wanted to agree upon in this Contract and which they consider to be important in order to make this Contract binding. No act done by the parties in negotiating this Contract or after entering into this Contract may be interpreted in conflict with the explicit provisions of this Contract and the General Terms and Conditions nor does it establish any obligation for either party.
3. The parties jointly declare that they are aware of all legal consequences resulting from this Contract, they are familiar with and agree to all of its provisions and, as an expression of their true and free will, they attach the signatures of their authorised representatives.

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| In Ostrava on \_\_\_\_\_\_\_\_\_\_\_\_\_ | In FILL IN on \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| .........................................................................**doc. Mgr. Vít Vondrák, Ph.D. Director** **IT4Innovations, VSB – TUO**  | .........................................................................**FILL IN** **FILL IN** |

*Annex 1 – Rental of Computational Resources / Amendment No. 1 to the Contract on the Use of the Computational Resources – Project FILL IN*

**VSB – Technical University of Ostrava**,with registered offices at 17. listopadu 2172/15, Ostrava, Czech Republic, ID no.: 61989100, acting through doc. Mgr. Vít Vondrák, Ph.D.,

(hereinafter the “**Provider**”)

**- and -**

**FILL IN**, with registered offices FILL IN, ID no.: FILL IN, acting through FILL IN,

(hereinafter the “**Client**”)

have agreed on the provision of computational resources on Provider’s computational systems as follows:

Option A: Dynamic allocation arranged for a certain period with a pre-agreed quota (Article II(2)(A) of the General Terms and Conditions)

 Duration of the Project from the date when the Contract comes into force to dd.mm.yyyy, whereas the Allocation will end on dd.mm.yyyy.

Option B: Static allocation arranged for a certain period (Article II(2)(B) of the General Terms and Conditions)

Duration of the Project from the date of DD.MM.YYYY hh:mm to the date of DD.MM.YYYY hh:mm, whereas the Allocation will end on dd.mm.yyyy.

The price on the selected System will correspond to 1.5 times the unit price listed below.



\*The storage capacity Accounting Unit is 1 TBhour means 1 TB storage capacity usable for the duration of one hour. 1 TBh can be expressed as 1.39 GBmonth (1000 / (24 x 30) = 1.39). The price of 1 GB of the month is 1.25 CZK.

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| In Ostrava on \_\_\_\_\_\_\_\_\_\_\_\_\_ | In FILL IN on \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| .........................................................................**doc. Mgr. Vít Vondrák, Ph.D., Director of****IT4Innovations, VSB – TUO**  | .........................................................................**FILL IN** **FILL IN**  |