

Cooperation agreemen.

concluded in accordance with § 269 par. 2 of Act no. 513/1991 Coll. The Commercial Code, as amended, and in accordance with § 34 para. 3 of Act no. 343/2015 Coll. on Public Procurement and on Amendments to Certain Acts

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

Between

Business name: **NUPSESO, a.s.**
Registered seat: Golianova 42, 949 01 Nitra
Postal address: Vinárska 17, 951 41 Lužianky
Statutory body: RNDr. Zdeněk Melichar, Chairman of the Board
ID: 36 525 791
VAT number: SK2020147668
Bank connection: ČSOB, a.s.,
IBAN: SK73 7500 0000 0018 0266 0603
Legal form: joint stock company
Registered: Okresný súd Nitra, odd: Sa, vložka č. 10040 / N
(hereinafter only „NUPSESO, a.s.”)

and

Business name: **ASSY SA**
Registered office: Champs Courbes 23, 1024 Ecublens, Switzerland
Statutory: Ivo IOSSIGER, CEO and Chairman of the Board
Registration ID: CH-645-1007828-2
VAT number: CHE 104.861.421
No. account: Credit Suisse SA, 1002 Lausanne, Switzerland
SWIFT: CRESCHZZ80A
IBAN: CH63 0483 5073 2006 3200 0
((hereinafter referred to as the "**Subcontractor**")

(NUPSESO, a.s. and Subcontractor together hereinafter referred to as the "Parties")

Article 1

Subject of the contract

1.1. The subject of this Agreement is the regulation of rights and obligations in the provision of professional and technical capacities by the Subcontractor for NUPSESO, a.s..

1.2. **NUPSESO, a.s.** as a tenderer in the public procurement entitled "**Service of scanning equipment in the digitization center in Vrútky**", Public procurer: **Slovak National Library**, Námestie J. C. Hronského 1, 036 01 Martin, National identification number: 36138517, Date of publication of tender documents: Vestník č. 41/2022 - 08.02.2022, Notice 11412 - MSS, Type of procedure: Invitation to tender, Type of contract: Services
(hereinafter referred to as "public procurement")
declares that it is entitled to conclude this Agreement.

1.3. The Subcontractor declares that it is entitled to enter into this Agreement and to perform activities as a Subcontractor in relation to which NUPSESO, a.s. provides its professional technical capacities in accordance with this Agreement.

At the same time, the Subcontractor declares that it proves the authorization to carry out the activities in relation to the part of the subject of the contract for which the capacities for NUPSESO, a.s. provided. In the case of a requirement related to education, professional qualifications, or relevant

professional experience, NUPSESO, a.s. will use the Subcontractor's capacity only if the Subcontractor will actually perform the activities for which the capacity is required.

switzerland

1.4. The Subcontractor declares that he meets the conditions of participation concerning his personal status according to § 32 par. 1 of the Public Procurement Act, and the Subcontractor proves this by a solemn declaration.

Article 2

Provision of professional and technical capacities

2.1. The Subcontractor hereby undertakes to provide NUPSESO, a.s., with its professional and technical capacities defined in point 2.2. of this Agreement in order to prove the professional and technical competence of NUPSESO, a.s. according to § 34 par. 3 of the Public Procurement Act within the framework of public procurement.

2.2. The Subcontractor provides the following professional and technical capacities for NUPSESO, a.s.:

Necessary number and capacity of technicians, spare parts and necessary logistics so that NUPSESO, as, as a supplier, is able to fully fulfill its contractual obligations to the customer Slovak National Library, for the subject of the contract **"Service of scanning equipment in the digitization center in Vrútky"** range for devices: 2 pcs DL3003, 2 pcs Scan2page, 5 pcs Copibook, 6 pcs DImini, 2 pcs ScanVpage, during the duration of the contract between NUPSESO, as and clients Slovak National Library.

2.2.1 In order to meet the conditions of technical or professional competence according to § 34 par. 1 letter a) - List of provided services / contracts of the same or similar nature as the subject of the contract **"Service of scanning equipment in the digitization center in Vrútky"**, published in Bulletin no. 41/2022 - 08.02.2022, Notice 11412 - MSS, in the total amount of at least EUR 90 000 excluding VAT for the previous 3 years before the announcement of the public procurement, ie after 9 February 2019. The list of provided services / contracts will include reference sheets, or equivalent documents. (hereinafter referred to as "capacities")

2.3. The documents used to prove technical competence in public procurement are included in the Annex to this Agreement.

2.4. In the event that the Tenderer's bid in the public procurement is successful, the Subcontractor undertakes to provide to NUPSESO, a.s. its technical and professional capacities, in order to implement the contract for the Public Procuring Entity. NUPSESO, a.s. undertakes to use the technical and professional capacities of the Subcontractor during the entire contractual relationship of NUPSESO, a.s. with the Public Procuring Entity.

Article 3

Termination of the Agreement

3.1. The Contracting Parties have agreed that this Agreement is concluded for a definite period of time, namely for the duration of the public procurement and subsequently for the duration of the contract concluded between NUPSESO, a.s. and the Contracting Authority, which is the result of a public procurement.

3.2. NUPSESO, a.s. is entitled to terminate this Agreement without giving any reason. The notice period is one month and begins on the first day following the month in which the notice was delivered to the Subcontractor.

3.3. The parties agree that NUPSESO, a.s. is entitled to withdraw from this Agreement if its tender in the public procurement is not successful and it does not conclude a contract with the Public Procuring Entity. Withdrawal from the contract is effective against the Subcontractor on the day of delivery of the written notice of withdrawal from the contract.

Article 4

Final provisions

4.1. The contract may be amended only in the form of written and numbered amendments approved and signed by both parties.

4.2. The Contracting Parties agree that this Agreement and the rights and obligations of the Contracting Parties arising from it shall apply to the law of the Slovak Republic.

4.3. This Agreement is made in two copies, of which one copy will be received by the Subcontractor and one will be received by NUPSESO, a.s.

4.4. The Parties agree that if any provision of this Agreement becomes invalid or ineffective, such invalidity or ineffectiveness shall not affect the other provisions of this Agreement. The Contracting Parties undertake that the invalid or ineffective provision will be replaced by an existing provision in agreement with the same or similar meaning.

Attached documents:

Reference sheets of the Subcontractor

For **NUPSESO, a.s.**

For **Subcontractor**

08.03.2022

08.03.2022

RNDr. Zdeněk Melichar
CEO and Chairman of the Board of Directors

Ivo IOSSIGER ✓
CEO and Chairman of the Board of Directors