AGREEMENT No.

1 / OSI 2015/03 MI ERAF

Riga   2015-03-19

Latvian Institute of Organic Synthesis, duly represented by its **Director OsvaldsPugovičs**, hereinafter referred to as the Customer, the party of the first part, and

Noldus Information Technology, registration No. 09094422 duly represented by its **Direct Sales Manager Arjan Veenboer**, hereinafter referred to as the Seller, the party of the second part,

jointly and individually hereinafter referred to as the Parties, based on the results of tender No. **OSI 2015/03 MI ERAF** for **"Supply of video tracking system of laboratory animals to the Latvian Institute of Organic Synthesis within the Framework of ERDF activity 2.1.1.3.3."** organised by the Latvian Institute of Organic Synthesis, hereinafter referred to as the Tender, and the offer delivered by the Seller, have agreed as follows:

1. Subject of the matter

1.1. With this Agreement, the Customer shall assign and the Contractor shall provide **video tracking software and services** (hereinafter – the Services) according to Technical Specification (Annex No. 1 to the Agreement), Technical Offer of the Contractor (Annex No. 2 to the Agreement), Financial Offer of the Contractor (Annex No. 3 to the Agreement) and Licence Agreement (Annex No. 4 to the Agreement).

2. Agreement documents

2.1. The Agreement consists of the following documents which shall be deemed to be integral parts hereto:
1) Conditions of the Agreement;
2) Technical Specifications (Annex No. 1 to the Agreement);
3) Technical Offer (Annex No. 2 to the Agreement)
4) Financial Offer (Cost estimate), (Annex No. 3 to the Agreement).

3.   Procedure of performance of the Agreement

3.1. The Contractor shall ensure timely and quality **delivery of Software and Services** according to the terms indicated in this Agreement and its Annexes till **19.04.2015**.

3.2. The place of delivery shall be at Aizkraukles iela 21, Riga, LV-1006, Latvia.

4.   Agreement Price and procedure of payment

4.1. The Service price to be paid by the Customer to the Contractor, including taxes, duties and all other required expenses, except VAT, shall be **EUR 12 464,00** (twelve thousand four hundred sixty-four euro 00 cents), where VAT (not applicable) amounts to **EUR 0,00** (zero) and the service price, including VAT as applicable, shall be **EUR 12 464,00** (twelve thousand four hundred sixty-four euro 00 cents), hereinafter referred to as the Agreement Price.

4.2. Payment of the Agreement Price to the Seller shall be made by the Customer in the following procedure:

1) The Customer shall pay **100 % (one hundred per cent)** of the total Agreement Price, which amounts to **EUR 12 464,00** (twelve thousand four hundred sixty-four euro 00 cents), where VAT (not applicable) amounts to **EUR 0,00** (zero) and the service price, including VAT as applicable, shall be **EUR 12 464,00** (twelve thousand four hundred sixty-four euro 00 cents). Such sum shall be paid within 30 (thirteen) days after supply of the software and services and signing of the Final Acceptance and Delivery Statement. Payment shall be done by transferring the funds to the bank account specified in the invoice submitted by the Seller.

5.   Obligations, rights and liability of the Parties

5.1. The Contractor shall perform the Services according to Technical Specification provided in Annex No. 1 of the Agreement.

5.2. The Contractor shall not disclose information, shall not keep and shall not deliver to third parties any documents which are available in connection to the performance of The Agreement, or any copies thereof.

5.3. The Customer shall:

5.3.1. make payments in the procedure set forth in Section 4 of the Agreement;

5.3.2. to the extent of its ability, provide to the Contractor all information directly required for the performance of the Agreement which is requested by the Contractor as well as the information which the

Customer or the Contractor shall deem necessary to deliver for facilitating performance of the Agreement.

5.4. The Contractor shall assign the person responsible for performance of obligations hereunder (hereinafter – the Contractor's Contact Person) **Arturs Aksjonovs**, telephone No.: **+371-67014884**, e-mail: **arturs@osi.lv**.

5.5. The Customer shall assign the person responsible for performance of obligations hereunder (hereinafter – the Customer's Contact Person) *Arjan Veenboer*, telephone No.: **+31-629454126**, e-mail: **ave@noldus.nl**.

6. Confidentiality

6.1. All and any information provided by the Customer to the Contractor during performance of the Agreement or disclosed in course of performance of work duties, and the results of performance of the Agreement as well as any part of such information, including, but not limited to information about the activities, financial condition or technologies of the Customer, including written, oral, digitally stored, audio – visual and any other information stored in any other manner, as well as the information about performance of this Agreement shall be recognised and deemed as confidential.

6.2. The Contractor shall have no right to disclose information learned from the Customer during performance hereunder to any third parties without receipt of written consent of the Customer. The Contractor shall use all due care and attention to grant safety and protection of the information.

6.3. The Contractor shall ensure that its officials, staff, consultants and other relevant persons who shall use the confidential information of the Customer shall receive and use it solely for ensuring performance of the Agreement and only in the required amount, as well as shall accept and abide to at least the same confidentiality obligations as the ones set forth for the Contractor in this Agreement.

6.4. Provisions of Section 6 of the Agreement shall survive termination of the Agreement without any limitation of term.

6.5. Provisions of Section 6 of the Agreement shall by no means be applied to the right of the Customer to freely dispose of any information acquired using offered software.

7. Force Majeure

7.1. For purposes of this Agreement, Force Majeure shall mean the event beyond reasonable control of the Party, (like natural disasters, breakdowns, public unrest, emergency situation, activities of governmental institutions and others) which renders impossible the performance of obligations of the Party arising from this Agreement.

7.2. If the duration of Force Majeure circumstances exceeds 3 (three) months, the Parties shall agree on postponing or termination of performance of obligations,

or the procedure of its continuing.

8. Term of validity of the Agreement

8.1. The Agreement shall enter into force after mutual signing and shall remain valid until full performance of obligations hereunder.

8.2. Amendments to the Agreement, where necessary, shall be introduced in line with the provisions of Section 67^1 of the Public Procurement Law.

9. Other provisions

9.1. The Agreement is made and signed in 2 (two) original copies on 11 (eleven) pages, both copies having equal legal power. One copy of the Agreement shall rest with the Customer and the other – with the Contractor.

9.2. The Tender Rules, the Contractor's Offer and 3 (three) Annexes to the Agreement are integral parts of the Agreement and shall be binding upon the Parties in performance of the Agreement.

10. Details and signatures of the parties

„ For the Supplier	For the Contracting Authority:
Noldus Information Technology	**Latvian Institute of Organic Synthesis**
Reg. No. 09094422	Reg. No. 90002111653
VAT No. NL805669759B01	VAT No. LV90002111653
Nieuwe Kanaal 5	Aizkraukles street 21,
6709 PA Wageningen The Netherlands	Riga, LV-1006, Latvia
Bank:	Bank:
ABN AMRO Bank Ede	A/S SEB Banka
SWIFT: ABNANL2A	SWIFT: UNLALV2X
IBAN: NL12ABNA0401725456	IBAN: LV41UNLA0001001609845

Noldus Information Technology	**Latvian Institute of Organic Synthesis**
Direct Sales Manager:	Director:

Arjan Veenboer	Osvalds Pugovičs
Wageningen	Riga
2015-03-19	2015-03-19

Supplement No. 1
To the Contract No. 1 / OSI 2015/03 MI ERAF

TECHNICAL SPECIFICATIONS

Position	Description / requirements
1	*2*
General requirements	
License type	Perpetual
Platform	The software package shall be compatible with at least Mac, Windows and Linux operating systems
Report formats	✓ time-event plot together with the track data and the video file to provide an instant informal feel for data; ✓ Heatmaps of the tracks per group or per animal in high resolution ✓ Graphs and groups statistics in tabeles; ✓ Simultaneous display of all tracks and possibility to export these tracks as image; ✓ Export of all images as *.jpg, *.png, *.bmp, and *.gif.
Data collection parameters	At least the following data shall be collected: ✓ velocity; ✓ distance; ✓ time spent in a certain zone; ✓ distance to a specific zone or point ✓ zone transitions ✓ heading, turn angle and angular velocity ✓ time spent immobile (a measure of fear); ✓ time spend moving or sitting still (general activity) ✓ rotation (brain defects); ✓ Manually scored events.
Data selection options	At least the following data selection options shall be possible: ✓ selection of tracks and/or parts of tracks: ✓ selection of treated/untreated animals; ✓ combination of data on the basis of time, zone or behavioral state.
General features	
At least following features shall be supported (available)	✓ center body point detection; ✓ automatic detection settings – based on video file or live feed; ✓ detection of freezing behavior ✓ activity detection which detects changes in the arena for each frame instead of changes in the location of the animal (detection of freezing behavior) ✓ an option to set automated start or end tracking trial when pre-defined temporal, spatial or behavioral (for example velocity, movement, rotation etc) conditions are met; ✓ minimum distance moved setting; ✓ live acquisition or acquisition from video or both should be available ✓ batch processing of pre-recorded video should be possible ✓ at least 3 detection methods to optimize the detection of the animals

	✓ zones can be redefined after data acquisition and used for data analysis; ✓ export of graphical images (heatmaps and graphs) and tables as raw and statistical data for further analysis.
Social Interaction Module (SIM)	The option shall be capable to track multiple animals per arena simultaneously and calculate at least the following social parameters: ✓ distance between subjects – The distance between one animal and another animal. ✓ proximity – A discrete variable with two possible states, 'in proximity' and 'not in proximity', indicating whether an animal is within the proximity of another animal, with user-definable thresholds. ✓ relative movement – discrete variable describing the animal's movement relative to another animal with four possible states; 'moving to', 'moving from', 'no relative movement', and 'no interaction'. The maximum interaction distance is user-definable. ✓ change in distance between two subjects from one sample to the next. ✓ nose-nose interaction of rodents; ✓ nose-tail interactions of rodents.
Features of SIM	✓ capability to analyze interaction of two or more animals in the same arena; ✓ tracking up to 6 color marked animals in the same arena; ✓ tracking up to 10 unmarked animals if identifying each individual animal is not required.
Installation and training	All components purchased by shall be preinstalled and integrated at our laboratory. Number of participants could be up to 8 per day. On-site training shall include: ✓ installation of all hardware and software components purchased; ✓ project design and creating a configuration for customers project; ✓ acquiring data live or from video; ✓ data profiles and analysis of results; ✓ project and digital video management; ✓ export to other programs; ✓ travel and lodging expenses shall be included.

„ For the Supplier   For the Contracting Authority:
Noldus Information Technology   **Latvian Institute of Organic Synthesis**
Reg. No. 09094422   Reg. No. 90002111653
Nieuwe Kanaal 5   Aizkraukles street 21,
6709 PA Wageningen The Netherlands   Riga, LV-1006, Latvia

Noldus Information Technology   **Latvian Institute of Organic Synthesis**
Direct Sales Manager: Director:

Arjan Veenboer   Osvalds Pugovičs

Supplement No. 2

To the Contract No. 1 / OSI 2015/03 MI ERAF

TECHNICAL OFFER

,, For the Supplier   For the Contracting Authority:
Noldus Information Technology   **Latvian Institute of Organic Synthesis**
Reg. No. 09094422   Reg. No. 90002111653
Nieuwe Kanaal 5   Aizkraukles street 21,
6709 PA Wageningen The Netherlands   Riga, LV-1006, Latvia

Noldus Information Technology   **Latvian Institute of Organic Synthesis**
Direct Sales Manager: Director:

Arjan Veenboer   Osvalds Pugovičs

Supplement No. 3

To the Contract No. 1 / OSI 2015/03 MI ERAF

FINANCIAL OFFER

,, For the Supplier   For the Contracting Authority:
Noldus Information Technology   **Latvian Institute of Organic Synthesis**
Reg. No. 09094422   Reg. No. 90002111653
Nieuwe Kanaal 5   Aizkraukles street 21,
6709 PA Wageningen The Netherlands   Riga, LV-1006, Latvia

Noldus Information Technology   **Latvian Institute of Organic Synthesis**
Direct Sales Manager: Director:

Arjan Veenboer   Osvalds Pugovičs