



REGISTRĒTS
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Agreement implementation PASS Clinical[®] Vascular

National database for cascade screening
on Familial Hypercholesterolemia in Latvia
Latvian Research Institute of Cardiology,
University of Latvia, Latvia
PASS Software BV



PASS Software BV	
Address for visitors	Verryn Stuartlaan 30
Postal code	2288 EL, Rijswijk
Postal address	Verryn Stuartlaan 28-30
Postal code	2288 EL, Rijswijk
Country	The Netherlands
Phone	+31 70 448 20 60 / +31 638931555
Fax	+31 70 448 20 61
Contact	Drs. Jeroen van Vliet, Sales executive
E-mail address	jeroen@pass-software.com

Version	
Version	4.0
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Approval	
Reza Jarehani, Director	

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Latvian Research Institute of Cardiology, University Of Latvia (UOL)

located in Riga, Latvia, represented by I. Muižnieks, Vice Rector for Studies of the University of Latvia;

and

PASS Software B.V. (PASS), located in (2288 EL) Rijswijk, The Netherlands, represented by Reza Jarehani, Managing Director;

Considering that:

- UOL wants to obtain from PASS the non-exclusive license to use PASS Clinical, the Software (as defined below) solely in accordance with the terms and on the conditions set forth in this Agreement;
- PASS is the owner of PASS Clinical® Vascular and provider of the services as described in this agreement;
- PASS hereby grants, and UOL hereby accepts, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable and non-assignable license to use PASS Clinical® Vascular;
- PASS Clinical® Vascular consists of at least of the Components, specified in chapter 3 of this agreement;
- PASS shall deliver a copy of PASS Clinical® Vascular to UOL and shall install this copy on the Designated Equipment;
- PASS will advise UOL about necessary equipment, which will be provided by UOL;
- Parties want to describe in this document all elements on which both parties have reached an agreement;

Agree as follows:

1 Definitions

Capitalized terms, as used in this agreement are defined as follows:

- 1.1 **Acceptance test:** the test (procedure) which can prove that Components and Services are according to the agreed upon specifications.
- 1.2 **Agreement:** this Agreement with all appendices.
- 1.3 **Component(s):** the module(s) of PASS Clinical® Vascular that have to be implemented and are to be used as part of PASS Clinical® Vascular.
- 1.4 **Designated Equipment:** the hardware products identified in Appendix "A" with which the Software is licensed for use and on which the Components have to be implemented. Together with Documentation, procedures and installed Components this forms the ICT-infrastructure.
- 1.5 **Documentation:** the technical documentation and users documentation as well as any documentation that is developed on behalf of UOL as part of Services.
- 1.6 **Employees of PASS:** PASS assigned employees or persons to execute the Services stated in this Agreement.
- 1.7 **Employees of UOL:** UOL assigned employees or persons to execute the activities stated in this Agreement.
- 1.8 **Appendix:** an appendix to this Agreement as is mentioned in the list of Appendices and possible changes which, after being signed, are part of this Agreement.
- 1.9 **Helpdesk:** a PASS support organization which performs support activities for UOL.
- 1.10 **Implementation:** the installation and configuration of Components.
- 1.11 **License:** UOL granted right to use Components according to the conditions in this agreement.
- 1.12 **License and maintenance fee:** yearly fee which covers both License and Maintenance and Support Agreement.
- 1.13 **Maintenance and Support Agreement:** the in Appendix B stated mutual obligations.

- 1.14 **Named user license:** A Named user license is an exclusive licensure of rights assigned to a single named software user.
- 1.15 **Service(s):** the total of activities of PASS focused on the delivery stated in this Agreement. These activities consist of Project management, training, implementation, and installation.
- 1.16 **Workday:** every day, except weekends and generally acknowledged holidays in The Netherlands on which services will be performed between 8.30 and 17.30 hours.

2 Subject of the Agreement

- 2.1 Subject to the provisions of this agreement and Appendix A, B, C, and for the terms of this agreement only, PASS makes available to UOL a non-exclusive, non-transferable license to use Components under the conditions declared in this Agreement. PASS will deliver the paragraph 3.1 described Components, capable of functioning on the Designated Equipment.
- 2.2 The general terms and conditions of PASS as described in Appendix C are applied, unless this Agreement specifically states otherwise.
- 2.3 The Maintenance and Support Agreement is effective from the moment of signing this agreement and has a duration of five calendar years. The services mentioned in the Maintenance and Support Agreement will be performed when UOL fulfills its financial obligations to PASS. After five years the license and maintenance fee shall be tacitly extended on an annual basis.
- 2.4 The License and Maintenance and Support Agreement are linked together. The license expires when the license and maintenance fee is not extended.
- 2.5 Parties will inform each other actively about everything that is apparently of importance for the execution of this Agreement. Each party has the obligation to enquire for information needed.
- 2.6 The next documents are part of this agreement. In as far as these documents contradict each other, the next order will be applied in which the first mentioned will have preference over the later mentioned:
- This Agreement;
 - Proposal Implementation PASS Clinical® Vascular Version 4 May 18th 2015
 - General service and maintenance conditions PASS Software, 2015 [Appendix A]
 - General Terms PASS Software, 2015 [Appendix B]
 - [Appendix C]

3 PASS Clinical® Vascular

3.1 PASS Clinical® Vascular is a patient management system which is especially customized for organizations involved in cascade screening for FH. Five Components can be distinguished:

Automatic pedigree generation	Yes
Data collection	Yes
Workflow management / Workload overview	Yes
Document management / Digital archive	Yes
Calendar	Yes

- 3.2 PASS grants 2 Named user licenses for UOL to use the Components mentioned in section 3.1. The named user licenses are valid as long as the license and maintenance fee has been paid.
- 3.3 The Section 3.2 stated License is non-exclusive, non-assignable and non-transferable to others than UOL.
- 3.4 UOL is allowed to make copies of the Components only for back-up or test purposes. For the copies of the Components the same restrictions apply as stated in section 3.3.
- 3.5 When requested by UOL PASS will deposit the source codes of the Components at Escrow Europe B.V. in Amsterdam on behalf of UOL. The costs of this Escrow arrangement will be paid by UOL.
- 3.6 PASS Clinical® Vascular complies to standards as stated in NEN 7510:2004 "Medical informatics – Information security within the care – general.

4 Financial agreements

- 4.1 Yearly License and maintenance fee. The yearly license and maintenance fee for 2 Named User Licenses is € 3.600 per year. UOL can order additional Named user licenses for € 1.800 per license. They will be activated by PASS remotely.
- 4.2 The price for the Implementation of Components at UOL is € 4.000,- once. The Implementation covers all elements in the 'included' area in paragraph 5.3 of the Proposal [Appendix A].
- 4.3 The Implementation will be accepted during the Acceptance test. Only after finishing this Acceptance test, Components will be put into production. When UOL decides to go into production without this Acceptance test means the Implementation is accepted.
- 4.4 Extra activities and services outside this Agreement will be charged on the basis of worked hours. The fee for these activities and services will be € 100,- per hour excluding travel expenses.

5 Implementation

- 5.1 PASS will take care of the Implementation of the Components within the agreed Implementation period.
- 5.2 PASS will be responsible for the allocation of qualified consultants during the Implementation. If a change of the Designated Equipment is necessary during the Implementation, PASS will only perform these changes after written consent from UOL. The final functional specifications of the Components will be delivered with documentation, before the execution of the Acceptance test.

6 Acceptance

- 6.1 During the Implementation, the Components and their configurations will be installed and checked for their correct functioning. Specific technical decisions will be made together with UOL.
- 6.2 There will be an Acceptance test for each Component stated in sector 3.1. The Acceptance test will be performed by UOL.

7 Maintenance and support

- 8.1 Maintenance and support are delivered as stated in Appendix B.

8 Components outside operation

- 9.1 In case UOL decides to place Components outside operation, temporarily or definitely, everything stated in this Agreement will still be applicable.
- 9.2 Before Components can be used again after being placed outside operation, PASS has the right to inspect this software first.
- 9.3 Shortcomings due to the period of being outside operation will be solved by PASS, however the costs of this, as well as the costs of the inspection have to be paid by UOL. This is termed the 're-installment fee'.

9 Prices and payment

- 10.1 The payments for the section 4.1 defined License and maintenance fee are € 3.600,- per year. The heartbeat of payment of the Maintenance and Support fees is upfront on the 1st of January every year, so for the first year this fee will be calculated from the moment of Acceptance until 31st of December of that year (so a percentage of the yearly fee).
- 10.2 The payments for the section 4.2 defined Implementation of Components at UOL is € 4.000,- which will be paid from the moment of signing this agreement.
- 10.3 All amounts mentioned in this agreement are in Euro's, index level 2011. These amounts are raised with 21% (Dutch VAT) in case UOL doesn't have a VAT-number. Indexing of prices will be yearly applied based on the index of personal cost of the Dutch national healthcare authority with a maximum of 3% raise per year. This index will be determined in December of each year.
- 10.4 All invoices will be paid by UOL according to the invoice mentioned payment conditions.
- 10.5 If, in Pass Software's judgment, UOL defaults in paying the full amount of the invoices within 30 days (including the disputed amounts) after the invoice date, PASS may cancel or suspend the project, and UOL will be held liable for the costs involved. If, despite any default by UOL, PASS elects to continue (the project, including provide Services and Products), PASS's action in so doing so shall not constitute a waiver of any default by UOL or in any way prejudice PASS's legal remedies (including this article) for such default.
- 10.6 In the event a dispute rises over a part or the whole sum of an invoice, PASS shall be notified, within 10 days, in writing (or email) about the reason for the disagreement. Any undisputed portion of an invoice will be paid when due.
- 10.7 When UOL defaults for a period longer than 7 days, a penalty of 10% per day for the outstanding invoice amount will be owed to PASS by UOL. Payment means the amount due is available on the bank account of PASS.

10 Agreement

- 10.1 This agreement and the agreements referenced herein represent the entire agreement and understanding between parties as to its subject matter. This agreement supersedes all other prior and contemporaneous agreements on these subjects. Each party warrants that in entering into this agreement it has not relied upon or been induced by any representation or statement not expressly set forth in this agreement.

11 Law and jurisdiction

- 11.1 This agreement is governed by the Dutch law.



Agreement implementation PASS Clinical® Vascular

Latvian Research Institute of Cardiology, UoL, Latvia

Version 4.0 –18th of May 2015

Signed Agreement Implementation PASS Clinical® Vascular

Signing this agreement implies acceptance of these documents below:

- This Agreement;
- Proposal Implementation PASS Clinical® Vascular Version 4 May 18th 2015 [Appendix A]
- General service and maintenance conditions PASS Software, 2015 [Appendix B]
- General Terms PASS Software, 2015 [Appendix C]

Signed:

On behalf of the Latvian Research Institute

On behalf of PASS Software:

of Cardiology, University of Latvia:

Reza Jarehani, director

I. Muižnieks, Vice Rector for Studies

of the University of Latvia; *Vice - Rector
for Research*

Signature: 

Signature: 

Date:

Date: 26/05/2015

I. Muižnieks (Latvian Research Institute of Cardiology, UoL, Latvia)

GUSTAVS LATKOVSKIS

*LU KZI direktors
medicīnas
Aldis Rozentals*