



*Offerte*  
Karaton Czech

*Hayes*

Healthcare & Educational Applications

## Contact

HAPPS DEVELOPMENT bvba  
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## Date

30/12/2019

Between following parties:

HAPPS DEVELOPMENT bvba, Based at 1600 Sint-Pieters-Leeuw, Hoogstraat 10 With VAT Number BE 0640.873.060, represented by Dhr. Hannes Hauwaert, Founder from now on referred to as "HAPPS".

and

**Univerzita Karlova, Fakulta humanitních studií**/Charles University/Faculty of Humanities with registered office at U Kříže 8, 158 00 Praha 5 - Jinonice, Czech Republic, VAT No.: CZ00216208 represented by **Ing. arch. Mgr. Marie Pětová, Ph.D.**, in the capacity of Charles University, Faculty of Humanities, hereinafter referred to as "the **CUSTOMER 1**".

and

**Základní škola Zelenec, okres Praha- východ** /Primary school Zelenec with registered office at Kasalova 454, 25091 Zelenec, Czech Republic represented by **Mgr. Jana Malá**, in the capacity of Primary school Zelenec, hereinafter referred to as "the **CUSTOMER 2**".

HAPPS and the CUSTOMER 1 and CUSTOMER 2 are hereinafter jointly referred to as the "PARITIES", or each as a "PARTY".

This document is created to fulfill intellectual output No. 5 of Erasmus+ Programme KA 201 Project: A is for App; Reading Fluency Apps for Struggling Readers in Primary School; Grant agreement number: 2018-1-BE02-KA201 -046853

# Description

01

Dear customer,

**We thank you for your price request. Herby we like you to offer our best price and conditions for you project.**

## **This project contains:**

- Karaton Academy in Czech\*
- Karaton game in Czech\*
- 4 reading techniques, being: Spelling, Flash reading, word splitting, Recognise-reading
- Possibility to add words to the database that can be used in the game
- 10 Admin accounts to add words
- 10 Professional accounts
- 40 Children accounts
- Karaton Web build
- 1 year usage of the Czech version Starting from the day of delivering the project.
  
- We will provide a list with Dutch text that is used in the Karaton academy that will need to be translated
- A Dutch Manual of the Karaton Academy that can be translated

## **This project does not contain:**

- Updates for new features for the Karaton Academy and Karaton Game
- Karaton Mobile build
- Word material for children to practice needs to be inputted by the CUSTOMER
- **Creation of audio files for the word material in the game has to be done by the CUSTOMER and provided to HAPPS to implement.**

## **Next steps**

### **We need from the CUSTOMER:**

- A list of all Czech graphemes
- Translation of the Dutch terminology into Czech
- **Czech audio files for the word material**

### **HAPPS will provide:**

- List with all Dutch terminology used in the Karaton Academy en Karaton Game
- Excel template with all necessary parameters needed per word.
- Dutch manual of the Karaton Academy that can be translated.

\*Translation provided by CUSTOMER 1 and CUSTOMER 2 according to the project Erasmus plus No. 2018-1-BE02-KA201-046853 "A is for App" plan

# Commencement and duration of the Agreement

02

**This Agreement shall be concluded between the Parties with effect from the date of signature of this Agreement.**

**HAPPS shall make all reasonable efforts to guarantee this delivery period. the delivery period, specified in the section "Term of delivery" However, there may always be unforeseen circumstances that could have an impact on the delivery. In such a case, nothing can be blamed and/or charged to HAPPS.**

**This agreement runs until all parties have fulfilled all their obligations towards each other, or where specifically agreed, should have been fulfilled.**

If, for whatever reason, the CUSTOMER terminates the agreement prematurely, HAPPS shall be authorized to invoice the services delivered **up to that point, even if the result of these services is unfinished and possibly not usable.**

After the delivery of the Karaton CZ. HAPPS will do everything within its power to solve technical issues which might occur and are not hardware related (see specs below) within reasonable time span.

## Specs Hardware

Recommended Specs:

Computing Processor: Quad core processor (4 cores, 1.6GHz clock speed)  
RAM: 4GB ram  
Graphics Processor: Any dedicated graphics processor.

Minimum specs:

Computing Processor: Dual core processor (2 cores, 1.6GHz clock speed)  
RAM: 2GB ram  
Graphics Processor: Intel HD 400 Graphics

Browser: Lates version of Firefox and Google Chrome

# Term of delivery



The expected delivery time is: 2 months.

This delivery period is based on the current production schedule and is only valid if the agreement for the order has been signed before 31/12/2019.

# Intellectual property rights

All intellectual property created under this project shall remain the property of the Party whose authors contributed with their creative activity to make the object of intellectual property rights – the work. The Party exercising the intellectual property rights shall, however, provide the other Party with royalty-free licence to such work for the duration of this agreement. The data of the users collected in the platform will be made available to the research institutions until the end of the research project 31/7/2020. Additional periods for access to the data after the project can be discussed.

**Charles University will create the needed word material and audio files.**

They will own the IP rights for the creation but will loan these assets to HAPPS development forever royalty-free as this contributes to the commercialisation of Karaton CZ in the Czech Republic.

# Duty of information & confidentiality

Both Parties are obliged to provide each other with any information necessary or useful for the proper performance of this Agreement.

**CONTRACTING PARTIES are also required to treat as strictly confidential any information they obtain under this Agreement, the disclosure of which to any third party could have an adverse effect on one of the CONTRACTING PARTIES.**

**However, this confidentiality shall not apply to information that (i) is or has become publicly known, (ii) has been communicated to the other Party by a third party that does not have a confidentiality obligation or (iii) has been disclosed to the other Party by a legal provision or order.**

**This confidentiality applies during the term of this Agreement and for a**

period of up to twelve (12) months after the termination of this Agreement.

# GDPR

04

HAPPS warrants to the CUSTOMER that, where applicable, it will treat as a processor any personal data to which it may have access under this Agreement, in accordance with GDPR legislation.

Where appropriate, it shall be the responsibility of the CUSTOMER to specify in advance the data to which HAPPS shall have access and the purpose for which such access shall be carried out.

HAPPS guarantees that the data in question will be used exclusively for **the specified purpose, that there will be no data transfer outside the EU and that all reasonable measures will be taken to ensure confidentiality and privacy compliance.**

## Liability

With respect to the performance of this Agreement, both Parties shall be liable to each other only in respect of their own willful misconduct and serious misconduct. In no event shall a CONTRACTING PARTY be liable to the other CONTRACTING PARTY for any indirect loss or damage **(including, but not limited to, loss of profits, loss of business opportunities, loss of business, increase of general expenses).**

## Contractual terms

The nullity or unenforceability of one of the provisions of this Agreement **shall not affect the validity and enforceability of the remaining provisions.**

In the event of the nullity or unenforceability of any of the provisions of this Agreement, it shall continue to apply to the extent permitted by law, and the CONTRACTING PARTIES shall include one or more new provisions in the Agreement, which shall permit, to the extent possible, the same or similar result to be achieved.

# Applicable law and competent court

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All disputes arising from this agreement fall under the exclusive jurisdiction of the courts of Ghent. In such a case, priority shall be given to mediation in order to settle a dispute.

This Agreement is governed by Belgian law.

# Estimation

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This is an estimate for the translation of Karaton and the Karaton Academy. This version includes a game, platform and manual (that will be provided in dutch for translation) and where word material is added by the research partners.

## Karaton Game

Product	Description	Amount	Price/day	Total
<b>GAME DEVELOPMENT</b>				
	Local asset bundels for different languages	2 days	€300,00	€600,00
	Gathering the text of the game in a doc.	1 day	€300,00	€300,00
	Linking text to reference - Language look up	2 days	€300,00	€600,00
	Asset bundels VPN	1 day	€300,00	€300,00
	General testing	3 days	€300,00	€900,00
<b>WEB DEVELOPMENT</b>				
	General planning + workflows	1 day	€300,00	€300,00
	Translation: Collect display-text	4 days	€300,00	€1200,00
	Translation: Replace display-text	1 day	€300,00	€300,00
	Set-up new architecture	1 day	€300,00	€300,00
	Upload Academy to server	1 day	€300,00	€300,00
	Connect Academy to architecture	1 day	€300,00	€300,00
	Set-up new domain name	1 day	€300,00	€300,00
	Mollie-Account adjustments	1 day	€300,00	€300,00
	Connect domain name to server	1 day	€300,00	€300,00
	Set-up new mail-service	3 days	€300,00	€900,00
	Connect Academy to mail-service	1 day	€300,00	€300,00
	Testing emails	2 days	€300,00	€600,00
	Testing Academy	3 days	€300,00	€900,00
<b>MANUAL CREATION</b>				
	Creation Karaton Academy manual	3 days	€300,00	€900,00
Total		33 days		
			<b>Total</b>	<b>€9.900,00</b>

The service is provided outside Belgium - Article 44 of the VAT Directive - VAT shifted - Article 196 of the VAT Directive

# Payment term

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**-An advance of 6000,- € will be requested on the following accounts number BE21 3631 5366 3703. Before the production of the project is started.**

**The amount due will be deducted from the first invoice .**

- Invoices have to be payed within 14 days after the invoice date.
- The documented items in the description 01. in this document will only be transferred no later than 14 days after full payment of the invoices.
- Prices are exclusive of VAT unless otherwise stated.

**Charles University, Faculty of Humanities (CUSTOMER 1), agrees to contribute €2.475 of the total amount of €9900 for the development of Karaton CZ - as a 25% institutional co-funding**

**The remaining €7.425 (75% of total cost) will be provided by Primary school Zeleneč (CUSTOMER 2) from Erasmus+ Programme KA 201 project: A is for App; Reading Fluency Apps for Struggling Readers in Primary School; Grant agreement number: 2018-1-BE02-KA201 - 046853**

**The total amount of the advance of €6000 need to be transferred before the production of Karaton CZ. Charles University, Faculty of Humanities (CUSTOMER 1) will pay €2.475 and Primary school Zeleneč €3.525.**

# In General

08

HAPPS will do anything within its power to make Karaton CZ commercially available for the people of the Czech Republic after the Erasmus+ Programme KA201 project : "A is for App; Reading Fluency Apps for Struggling Readers in Primary School"; Grant agreement number: 2018-1-BE02-KA201 -046853 is concluded.

Unless explicitly agreed otherwise in this Agreement, the General Terms and Conditions of HAPPS are always applicable. These can be consulted on: <https://www.happsdevelopment.com/algemene-voorwaarden>.

**This Agreement supersedes and nullifies all previous agreements on its** subject, both verbally and in writing, which would have existed between the Parties and includes the following full agreement between the Parties, which can only be changed in writing.

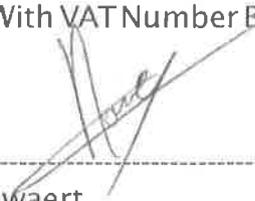
The PARTIES note that, under Czech law, the contract must be published in the Czech Register of Treaties, otherwise it will be automatically cancelled. The Agreement becomes effective on the date of its publication in the Czech Contracts Register in accordance with Act No. 340/2015 Coll., On Special Conditions for the Effectiveness of Certain Contracts, the Publishing such Contracts and the Register of Contracts (the Contracts Register Act), as amended. The contracting parties expressly agree that Charles University assumes responsibility for publishing this Agreement in the Register of Treaties in line with Act No. 340/2015 Coll., as amended.

Three copies have been drawn up in this way, of which each of the Parties declares to have received one, in GHENT, on 30/12/2019.

Signatures

This agreement has been signed in 3 copies, one for each party.

For the HAPPS DEVELOPMENT bvba. Based at 1600 Sint-Pieters-Leeuw,  
Hoog- straat 10 With VAT Number BE 0640.873.060, referred to as  
"HAPPS".



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Dhr. Hannes Hauwaert,

Ghent ..... 20 / ..... 12 / 2019

For the Univerzita Karlova, Fakulta humanitních studií / Charles University/Faculty of Humanities with registered office at U Kříže 8, 158 00 Praha 5 - Jinonice, Czech Republic, VAT No.: CZ00216208, - hereinafter referred to as "the CUSTOMER 1"



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Ing. arch. Mgr. Marie Pětová, Ph.D.

• Praha .....<sup>31.</sup> / .....<sup>12</sup> ...../2019

For the Základní škola Zeleneč, okres Praha- východ /Primary school  
Zeleneč with registered office at Kasalova 454, 25091 Zeleneč, Czech Republic  
hereinafter referred to as "the CUSTOMER 2".

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Mgr. Jana Malá,

Zeleneč *31* / *12* / 2019

*Malá*

ZÁKLADNÍ ŠKOLA ZELENĚČ  
Okres Praha - východ  
Příspěvková organizace  
Kasalova 454, 250 91 Zeleneč  
IČO: 71004637