

State procurement agreement through simplified procurement procedure.

The present agreement is made by and between the National Intellectual Property Center of Georgia Sakpatenti, with its registered office at 5 Antioch st. 3300, Mtskheta, Georgia, represented by its Head of the Finance Department Vladimer Sikharulidze, hereinafter referred to as the *Client* and Fachinformationszentrum Karlsruhe, Gesellschaft für wissenschaftlich-technische Information mbH, whose registered office is at Hermann-von-Helmholtz-Platz 1, 76344 Eggenstein-Leopoldshafen, Germany, represented by its President and CEO Sabine Brünger-Weilandt, hereinafter referred to as *FIZ Karlsruhe*.

1. Subject of the Agreement

Subject to the terms and conditions hereinafter set forth, *FIZ Karlsruhe* shall provide:

1.1. Brokerage Service on the Automatic Document Delivery to its *Client*. *FIZ Karlsruhe* shall deliver the ordered documents directly to the *Client* by e-mail, fax or mail.

1.2. The Brokerage Service Provider on the Automatic Document Delivery shall submit the information received by the *Client* on the planned assignments to the supplier which will provide the delivery of the aforementioned documents according to the terms and conditions of the *FIZ Karlsruhe* stipulated under the present Agreement.

FIZ Karlsruhe is responsible neither for the urgency and accuracy of the document content nor the suitability for the special purposes.

1.3 The price list of the purchased objects is attached (See Annex 1) and forms the integral part of the present Agreement. Price Change will be notified online.

2. Entry into force / Assignment of Password(s)

The present agreement concluded between FIZ Karlsruhe and the Client shall enter into force upon receipt and acceptance of the Client's order and FIZ Karlsruhe will issue to the customer the account number(s), password(s) and loginId(s) required for using the document delivery broker service.

The present agreement concluded between *FIZ Karlsruhe* and the *Client* replaces in its entirety the Agreement concluded at 18 June 2012 between the Parties. The *FIZ Karlsruhe* Terms and Conditions dated April 2013 as amended from time to time are essential part of this Agreement. The validity of the *Client's* account number(s), password(s) and loginID(s) for the use of the document delivery brokerage service is not affected by this replacement.

3. Privacy and Confidentiality

3.1 It is the sole responsibility of the *Client* to keep the password(s) private.

3.2. Within the area of its responsibility *FIZ Karlsruhe* guarantees confidentiality on the orders placed by the Client. *FIZ Karlsruhe* is entitled to transfer information received from the *Client* to the document supplier under the *Subject of the Agreement*.

4. Copyrights and Restrictions in Use

4.1 The documents delivered are copyrighted and use of them is restricted explicitly to the customer's own internal purposes.

The *Client* is entitled to make only separate photocopies of the hardcopies and/or electronic documents supplied. Scanning of the supplied documents and their electronic use (i.e. keeping/storing electronic files for analysis and editing documents, forming Client database and/or transferring the information for internal or external purposes) is not allowed. The *Client* is not entitled to transfer copies of the documents to the third party (as it is stated in the phrase 2 of the present paragraph).

4.2 The ISSN Registration database set up for the Document Delivery Brokerage Service is protected under copyright and can be exclusively used for verifying the document orders.

5. Fees and Terms of Payment

5.1 All invoices are issued by and on behalf of *FIZ Karlsruhe*.

Copyright fees are determined by the rules and regulations applicable to the country of residence of the document supplier. *FIZ Karlsruhe* does not take any responsibility on the accuracy of the invoices issued by the supplier.

5.2 The fees fixed upon the placement of order apply to invoicing (see the price list).

Applicable VAT will be listed separately. Delivery forms and prices are available on the FIZ AutoDoc Home Page at <http://autodoc.fiz-karlsruhe.de/>. Price changes will be notified online.

5.3. For covering the cost of the FIZ AutoDoc services, the customer will make an advance payment of 1100 Euros (One thousand one hundred Euro), which amount will be credited to the customer's account and will be set off against the customer's orders. Orders will be processed only as long as the customer's account shows a credit balance. *FIZ Karlsruhe* will notify the customer in due time when the credit balance is about to expire, informing her/him that another advance payment will be required for further services.

6. Liabilities on Material Defects and General Liability of *FIZ Karlsruhe*

6.1 If the delivery is delayed, *FIZ Karlsruhe* shall cooperate closely with the document supplier to ensure immediate delivery. If the delivery of urgent orders is not ensured within 24 hours, and delivery of regular orders within ten (10) days *the Client* shall not be charged for such orders.

If payment is done upon the request of the *Client*, it could be either credited or refunded.

6.2 If due to the failure of *FIZ Karlsruhe* or the document supplier delivery is inaccurate or failed, the Client will be indemnified by the immediate delivery free of charge. Warranty exceeding such credit, especially with regard to the information profit, accuracy, completeness and urgency of the delivered documents is not accepted.

6.3 If the failure of delivery occurs because of the false information provided by the *Client*, the *Client* shall be liable to pay to *FIZ Karlsruhe* service and delivery fees incurred by *FIZ Karlsruhe*.

If delivery of documents fails due to the incorrect information provided by *the Client*, *FIZ Karlsruhe* will charge the customer for the service costs incurred.

6.4 *FIZ Karlsruhe* shall only be liable for damages caused by willful intent or gross negligence of its legal representatives or employees performing their duties, or damage incurred by the breach of obligations stipulated under the present Agreement.

In such cases, *FIZ Karlsruhe's* liability is limited to damages caused as a typical and foreseeable consequence of the breach of Agreement.

Responsibilities for the damages caused to life and health according to the Product Liability Act remain unaffected. Neither *FIZ Karlsruhe* and document supplier nor the *the Client* will take any warranties and responsibilities for damages caused by force majeure.

6.5 *FIZ Karlsruhe* disclaims any liability for damage incurred by the *Client* as a consequence of improper use or loss of the customer's access authorization. In this context, *FIZ Karlsruhe* gives special notice on the risks in transferring such information via the Internet on the grounds that the currently available security technologies or procedures cannot guarantee the best security.

6.6 The information placed in the auxiliary texts in the contents and functions is to illustrate the possibilities of use; it is not to be viewed as the legally binding assurance of certain characteristics of the service.

6.7 To control the implementation of the Agreement, and identify the quality of the services rendered in compliance with the terms of delivery stipulated under the present Agreement the *Client* appoints the authorized coordinator - Mr. Aleksandre Jinoridze, Head of the IT Division, Administrative Department, Georgian National Intellectual Property Center Sakpatenti who will be responsible to cooperate with *FIZ Karlsruhe* to control, monitor and regulate the conditions under the present Agreement.

7. Duration and Termination of the Agreement

7.1 Automatic Document Delivery Brokerage Service Agreement is in force until the 31 December, 2013.

The agreement could be terminated by either party upon the written notice to the other party concerned within ninety (90) days prior to the end of month.

Notice on termination of the Agreement should be submitted in written (hard copy) or electronically (by e-mail).

7.2 Hereby *FIZ Karlsruhe* shall be entitled to terminate Agreement immediately without any prior notice if the *Client* causes material breach, e.g. if the *Client* fails to cover the fees indicated in the invoice issued by the *FIZ Karlsruhe*.

7.3 Upon the contract termination, *Client* access authorization(s) will be denied.

Upon the request of the *Client*, denial to access authorization will be done prior to the date of the termination.

7.4 After the termination of the agreement the *Client* shall continue to observe the copyright terms pursuant to article 4. In case of termination of the agreement in accordance with article 7.1 any credits will be refunded to *the Client*.

8. Final Clauses

8.1 The head office of *FIZ Karlsruhe* serves as the place of performance, both for the *Client* and *FIZ Karlsruhe*.

8.2 In case if the terms and conditions for the Automatic Document Delivery Brokerage Service of *FIZ Karlsruhe* conflict with the terms and conditions of the *Client*, those of *FIZ Karlsruhe* shall prevail.

8.3 In case of disputes arising from this agreement, actions shall be brought before the court of jurisdiction at Karlsruhe. This agreement shall in all cases be governed by the laws of Germany whereby the United Nations Convention on Contracts for the International Sale of Goods Law (UNCITRAL) is excluded.

Date 23.04.2013

National Intellectual Property Center Sakpatenti



Vladimer Sikharulidze

Date 11. April 2013

Fachinformationszentrum Karlsruhe,
Gesellschaft für wissenschaftlich-technische Information mbH



Dr. Rainer Stuike-Prill

Vice President Marketing and Sales



Wendelin Detemple

Head FIZ Products & Services