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|  | 2019 |

PARTIES

**IMMMG**

**company**

AND

**BOLIVIAN CATHOLIC UNIVERSITY SZC**

**MECHATRONIC DEPARTMENT**

**Agreement No. UCB-MEC-ACT-01**

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| **AGREEMENT FOR DESIGN AND mANUFACTURE OF A LINEAR ACTUATOR FOR A Flight SIMULATOR'S MOTION BASE** |

**AGREEMENT FOR DESIGN AND mANUFACTURE OF A LINEAR ACTUATOR FOR A Flight SIMULATOR'S MOTION BASE**

**This agreement made the 14st day of May 2019**

**PARTIES**

1. **IMMMG COMPANY**, a duly incorporated company having its registered office at c/ Yuruma, esq. Rio Espejillos, Barrio Villa Fátima, Santa Cruz, Bolivia. (the *Vendor*)
2. **BOLIVIAN CATHOLIC UNIVERSITY SZC-MECHATRONIC DEPARTMENT** a duly incorporated institution having its registered office at Km 9 Carretera al Norte, Santa Cruz, Bolivia (the *Purchaser*)

**Background**

1. The Vendor is the designer and manufacturer of a linear actuator for Flight Simulator’s Motion Base for sale.
2. The Purchaser wishes to purchase and the Vendor wishes to sell a new linear actuator for flight simulator’s Motion Base on the terms and conditions set out below.

**IT is Agreed**

It is agreed as follows:

1. **Sale and Purchase**
   1. The Vendor will sell and the Purchaser will purchase a new Linear Actuator for a Flight Simulator’s motion base (the *Actuator*) described in the Technical Specification N° TS-001 of this agreement.
   2. The Vendor will design and manufacture the Actuator in accordance with the Program Schedule set out in Section H of Technical Specification N° TS-001 of this agreement.
2. **Delivery and Installation**
   1. The Vendor shall supply and install the Actuator for the Purchaser at a location approved by the Purchaser in Santa Cruz, Bolivia in working condition in accordance with Technical Specification N° TS-001 of this agreement.
   2. The Vendor will provide design, manufacturing and installation services for up to five (5) days. This includes flights, accommodation, meals, expenses and labour.
   3. The Purchaser shall be responsible for the cost of any applicable taxes, GST or VAT, local licences and/or duties.

**2 Timeframe of Delivery and Installation**

* 1. The parties acknowledge that the time frames as contained in the Schedule set out in Section H of Technical Specification N° TS-001 must achieved in accordance.
  2. The Vendor shall use its best endeavours to meet all indicative timeframes as contained in the
  3. In the event the Vendor has failed to meet the Manufactory Date as contained in the Schedule set out in Section H of Technical Specification N° TS-001, The penalization described on the part 3.2 of this agreement will be executed.

1. **Purchase Price and Penalizations**
   1. The purchase price for the Actuator is set out as described:
      1. If the Actuator is full functionality achieving the Section IV point “A” requirements from the Technical Specification N° TS-001. The “Second Block” Grade, will be 100% for all the Seller Personnel.
      2. The Final Block, would be Grades over 100%
   2. Penalizations
      1. If the Actuator is not achieving the Section IV point “A” requirements on the scheduled date in Section H of the Technical Specification N° TS-001. The Penalization would be less 10% per academic day.
      2. If the Grade achieve less than 60%, the Second Block would be lost.
      3. In case of lost the second Block, the Block Recovery would be according to the new rules defined between parts as a Contract Addendum.
      4. For the Final Evaluation, an Official Paper would be presented, based on of the Actuator full functionality as a Section IV point “A” requirements on the Technical Specification N° TS-001, and an Official National / International Congress.

**SIGNED** for and on behalf of

**BOLIVIAN CATHOLIC UNIVERSITY SC**

**MECHATRONIC DEPARTMENT**

**Co. IMMMG**

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| By |  | Director |
| and by |  | Director/Authorised Person |

Witnessed by (if signed other than by two Directors)

|  |  |
| --- | --- |
| *Witness’s Signature* |  |
| *Full Name* |  |
| *Occupation* |  |
| *Address* |  |