

REF: AUTORIZA ADQUISICIÓN DE 1 LICENCIA DELF3D
FM HYDRO MORPHODYNAMICS, MEDIANTE
TRATO DIRECTO, Y PAGO QUE INDICA.

ANT: REQ. I+D+i N°008/2018

RES. COMPRA I.N.H. (EXENTA) N° 1 6 9

Santiago, 2 5 OCT 2018

VISTOS:

Las necesidades del Servicio; el Requerimiento N°008/2018 de la Unidad de Investigación, Desarrollo e Innovación; la Ley N°19.886 de Bases sobre Contratos Administrativos de Suministro y Prestación de Servicios; la Resolución N°1600/2008 de la Contraloría General de la República; el Decreto Supremo M.O.P. N° 930/1967, que crea el Instituto Nacional de Hidráulica; la Ley N°21.053 de Presupuestos del Sector Público del año 2018; el Decreto Supremo MOP N° 188/2015, que designa Directora Ejecutiva del INH; la Res. Exenta INH N°342 de fecha 06 de octubre de 2017, que delega facultad para sancionar resoluciones referidas a adquisiciones con tope máximo de 100 UTM; y las atribuciones propias de mi cargo.

CONSIDERANDO:

1. Que, se ha recepcionado el requerimiento de compra I+D+i N°008/2018 de 24 de octubre de 2018, solicitado por el Jefe de la Unidad Investigación, Desarrollo e Innovación, Sr. Luis Zamorano, en el cual se refiere a la necesidad de adquirir "1 licencia Delf3D FM Hydro-Morphodynamics" debido a que Instituto Nacional de Hidráulica requiere modelar el lago Villarrica para la norma secundaria y que Delf3D FM Hydro-Morphodynamics es necesario para dicho estudio.
2. Que, Delf3D FM Hydro-Morphodynamics es distribuido y vendido únicamente por la compañía STICHTING DELTARES., de acuerdo a lo señalado por Krista Dijkhuizen, Sales Officer en "carta adjunta" de fecha 24 de octubre de 2018, enviada al Sr. Christopher González, funcionario del Instituto Nacional de Hidráulica.
3. Que, la empresa STICHTING DELTARES, está ubicada en Boussinesqweg 1, P.O: Box 177, 2600 MH Delft, Holanda.
4. Que, el procedimiento de contratación, por la naturaleza de la negociación antes referida conlleva que deba efectuarse sin la concurrencia de los requisitos señalados para la licitación o propuesta pública y para la privada y se deberá recurrir al trato directo, circunstancia que para este caso encuentra fundamento en la naturaleza de la contratación que se requiere y la calidad de proveedor único que tiene el organismo antes referido en los números 2, 3 de esta resolución.
5. Que, esta adquisición se ajusta en lo señalado en el Art. N°10 del Reglamento de la Ley de Compras Públicas, 19.886.- que señala expresamente, Artículo 10; "La Licitación Privada o el Trato o Contratación Directa proceden, con carácter de excepcional, en las siguientes circunstancias:..", Numeral 7; "Cuando la contratación de que se trate solo pueda realizarse con los proveedores que sean titulares de los respectivos derechos de propiedad intelectual, industrial, licencia, patentes y otros". En este caso se debe acudir al Trato o Contratación Directa con la entidad antes señalada, la compañía STICHTING DELTARES., por la compra de "1 licencia Delf3D FM Hydro-Morphodynamics".
6. Que, la empresa envió una cotización del producto señalado anteriormente, por un valor total de hasta EUR 3.375,00.- (Tres mil trescientos setenta y cinco euros), por la compra de "1 Delf3D FM Hydro-Morphodynamics"
7. Que, se cuenta con la disponibilidad presupuestaria para ejecutar este gasto, según certificado que se adjunta a la presente resolución.


RESUELVO:

1. **AUTORIZÁSE** la adquisición de "1 licencia Delf3D FM Hydro-Morphodynamics", mediante Trato Directo, a la empresa STICHTING DELTARES.
2. **PÁGUESE** la cantidad total de EUR 3.375, 00.- (Tres mil trescientos setenta y cinco euros) , a la empresa STICHTING DELTARES., mediante transferencia bancaria a :
VAT Number: NL800097476B01
Bank: Rabobank Zuid-Holland Modded (BIC No RABONL2U)
Iban Code: NL11RABO0154142557, attn. Stichting Deltares.
Lo anterior previa recepción de Factura.
3. Que para esta compra se tomara el valor del euro del día 25.10.2018 a un valor de \$782,15 por lo que el monto a pagar será de un máximo de \$2.639.756.- (Dos millones seiscientos treinta y nueve mil setecientos cincuenta y seis pesos).
4. **PUBLÍQUESE** en la sección "Otras compras y adquisiciones" de Transparencia Activa en la plataforma del Instituto Nacional de Hidráulica www.inh.cl.
5. **IMPÚTESE** el gasto correspondiente al Subtítulo 29, Ítem 07, Asignación 001, del Presupuesto vigente del Instituto Nacional de Hidráulica, para el año 2018.
6. **COMUNÍQUESE** esta resolución al Jefe de la Unidad de Investigación, Desarrollo e Innovación, al Jefe de la Unidad de Contabilidad y Finanzas, a la Encargada de Adquisiciones, y a la Oficina de Partes; todos ellos del Instituto Nacional de Hidráulica.

ANÓTESE, COMUNÍQUESE Y ARCHÍVESE



JCN/JPA



SCARLETT VÁSQUEZ PAULUS
JEFA DIVISIÓN TÉCNICA
INSTITUTO NACIONAL DE HIDRAULICA



PEÑAFLOR, 25 de Octubre de 2018

**CERTIFICADO N°165
DISPONIBILIDAD PRESUPUESTARIA**

De conformidad al presupuesto aprobado para esta Institución por la Ley N° 21.053 de Presupuestos del Sector Público 2018, certifico que, a la fecha del presente documento, la Institución cuenta con el presupuesto para el financiamiento de "1 LICENCIA DELF3D FM HYDRO-MORPHODYNAMICS", por el monto total de hasta EUR\$3.375,00.- (Tres mil trescientos setenta y cinco euros) IVA incluido, con cargo al Subtítulo 29, Ítem 07, Asignación 001."

Que para esta compra se tomara el euro del día 25.10.2018 a un valor de \$782,15, por lo que el monto a pagar será de un máximo de \$2.639.756.- (Dos millones seiscientos treinta y nueve mil setecientos cincuenta y seis pesos).

A handwritten signature in blue ink is positioned above the name of the official. The signature is stylized and appears to be "F. Figueroa Soto".

**FERNANDO FIGUEROA SOTO
JEFE UNIDAD DE CONTABILIDAD Y FINANZAS
INSTITUTO NACIONAL DE HIDRÁULICA**

Statement



INSTITUTO NACIONAL DE HIDRAULICA
Attn. Mr. Gonzalez
CONCORDIA #0620, PEÑAFLO
9750913 SANTIAGO
CHILE

Date	Our reference	Number of pages
24 October 2018	107370	1
From	Direct line	E-mail
Krista Dijkhuizen	+31(0)88335 8188	software@deltares.nl

Subject
Copyright / Sole supplier

Dear Mr. Gonzalez,

We hereby declare that the foundation Stichting Deltares (Deltares), having its registered office in Delft, The Netherlands, listed in the Trade Register under number 41146461, owns the copyright to the computer program Delft3D it has developed.

Furthermore we declare that the foundation Stichting Deltares (Deltares) is the sole supplier of the Delft3D Hydro-Morphodynamics Basic Service Package maintenance and support in Chile.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Krista Dijkhuizen', with a horizontal line drawn through it.

Krista Dijkhuizen
Sales Officer
Deltares Software Centre


FORMULARIO DE REQUERIMIENTOS DE PRODUCTOS Y/O SERVICIOS					
Fecha recepción Adquisiciones	Fecha	UNIDAD DE I + D + I N° 8			
Fecha de generación de este formulario	24/10/2018	Comentario General			Clase de Requerimiento, marque con una X
Unidad solicitante	I + D + I	Delf3D FM Hydro-Morphodynamics			Producto
Nombre del Solicitante	Luis Zamorano				Trabajo / Servicio
Cargo del solicitante	Jefe Unidad I + D + I				Asesoría / Consultoría
	TIPO DE COMPRA	PLANIFICADA		Stock en bodega	SI
		NO PLANIFICADA	X		NO X
Descripción General del Producto / Servicio requerido.	Delf3D FM Hydro-Morphodynamics - Stand-alone Licence				
Motivos de la Necesidad y Destino final del producto y/o servicio.	Que, el INH requiere modelar el lago Villarica para la norma secundaria, y que Delf3D FM Hydro-Morphodynamics es necesario para dicho estudio				
Recomendación de Proveedores (señale si tiene identificado algún proveedor y motivo de recomendación)	Deltares Software Centre				
Recomendación de procedimiento de Búsqueda de Oferentes (CM,LP,TD).	TD				

EN ANEXO ADJUNTA DOCUMENTO

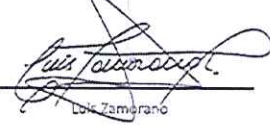
Si
X

No

PRODUCTO O SERVICIO REQUERIDO.	PRODUCTO/SERVICIO código Convenio Marco.	CANTIDAD	PRECIO ESTIMADO UNITARIO (EUR)	VALOR ESTIMADO TOTAL POR ITEM (EUR)
Delf3D FM Hydro-Morphodynamics		1	3375	3375
				0,00
TOTAL (Incluido VAT)				3375
DESCUENTO				0,00
Valor Euro				\$ 790,00
Total BRUTO (CLP)				\$ 2.666.250
Total BRUTO (EUR)				3375,00


Searlett Vásquez

Jefe Unidad de División Técnica


Luis Zamorano

Jefe Unidad I + D + I

SUBTITULO	ITEM	ASIGNACIÓN	V"B" Adquisiciones	Observación

N°PROCESO INH: 18528

Proposal



Instituto Nacional de Hidraulica
Attn. Mr. Gonzalez
Concordia #0620
9750913 PEÑAFLO, SANTIAGO
CHILE

Date	Your reference	
24-10-2018		
Contact person	Extension number	Email
Dijkhuizen, K.E.	+31 88 335 8188	software@deltares.nl

Subject
Proposal Deltares Software - quote no.: 1193401322

Dear madam/sir,

We are pleased to present you our proposal for your order of Deltares Software Products.

Financial proposal

Qty	Code	Program&Modules	Licenses&Services	Amount
1,00	SC.D3D.HYDR.BS	Delft3D FM Hydro-Morphodynamics	Basic Service Package 1st year	3.375,00
1,00	D3D.HYDR.sa	Delft3D FM Hydro-Morphodynamics	Stand-alone License	0,00
			Subtotal	<u>€ 3.375,00</u>
			Total (incl VAT)	€ 3.375,00

VAT specification:

VAT rate	Amount	VAT
OUTSIDE EU 0%	3.375,00	0,00
Total	€ 3.375,00	€ 0,00

Description of products and services

The Delft3D Hydro-Morphodynamics Basic Service Package contains:

- Right of use of the fully validated distribution Delft3D Hydro-Morphodynamics for an unlimited number of users.
- a. Setup Delft3D Flexible Mesh Suite 2018
- b. Setup Delft3D 4.03 Suite.
- Maintenance and support on Service Level 1 with:
 - a. Update and upgrade subscription
 - b. Online support via web and phone
 - c. Total of 8 hours single user support per year.



Date
24-10-2018

Our reference

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Maintenance and Support Service Contract

Our Maintenance and Support Service Contract includes:

- 1 Support by our Support Desk for question and issues regarding the installation and usage of our products:
 - available on workdays between 9:00-17:00 via e-mail and phone
 - initial responsetime: within 1 workday
 - solution to your question: depending on difficulty and availability.
- 2 The right to updates of the software and licences:
 - minor updates/patches and major updates (annually)
 - software updates will be provided via the website, you will be informed if any are available
 - any new license files will be sent to you.

Start date and duration of the agreement

The start date of your license(s) file and service package, or Online software subscription, will be the date of delivery. We will only deliver the current version of the software.

You will automatically receive updates of the software and new license file(s) (not for Online software) as part of the subscription. New version for Online software will be available automatically.

The minimum maintenance and support subscription/Online software subscription is 1 year (12 months). Please indicate at the end of this proposal if you want the subscription to be continued automatically on a yearly basis. Cancellation of the Online software subscription is subject to a notice period of 3 months.

Delivery period

After signing and returning this proposal to Deltares by email, you will receive the invoice. The software will be delivered to your organization upon receiving the payment by Deltares, usually within 2 working days.

If applicable your license file(s) will be sent to you by e-mail together with a link to download the software. For the Online software you will receive a username, password and a web link.

Payment term

60 days net

Terms of delivery

The 'General terms for software licensing and software services - Version 1.2, December 2014 by Stichting Deltares' apply to this order.

Validity

This offer is valid for two months from date of issue.



Date
24-10-2018

Our reference

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Attachments

This quotation includes the following annexes:

1. General terms for software licensing and software services by Stichting Deltares
2. Pricelist

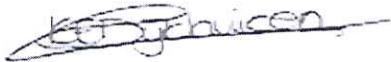
We hope to be of service to you with this offer. If you agree, please sign the agreement and send it back to us by email.

Please indicate if you want to continue after the first year Maintenance & Support:

Yes

No

Yours sincerely,
DELTARES



Dijkhuizen, K.E.
Deltares Software Sales

For approval,
Instituto Nacional de Hidraulica

Signature: 

Name : LUIS ZAMORA
Date : 24-10-2018

Return address

E-mail: software@deltares.nl
Post: Deltares Software Centre - Sales
P.O. Box 177
2600 MH Delft

General terms for software licensing and software services by Stichting Deltares

1. General
 - 1.1 These general terms (hereinafter: Terms) form an integral part of all offers by Stichting Deltares (hereinafter: Deltares) to provide user rights to software products and related documentation (hereafter: the Program) and/or related services and apply to all agreements between Deltares and licensees to its software products and/or related services (hereafter: User).
 - 1.2 Deltares software is fit for use by skilled persons only, who have experience in the relevant field and who have sufficient knowledge of the properties, possibilities, limitations and the purpose of the Program. The User should study the relevant manual prior to using the Program.
 - 1.3 Deltares has the right to involve third parties in the execution of the agreement.
 - 1.4 Additions, alterations or deviations of or to these Terms or to an agreement between the parties must be in written form signed by the parties.
 - 1.5 If these Terms require a written notice, then this can also include notices in digital form, i.e. per fax or e-mail, unless the context indicates otherwise. The party that chooses to make use of an electronic medium has the burden of proof if the other party states that the electronically communicated statement was not received or not received correctly.
2. Make Program available
 - 2.1 Deltares makes a Program available to User by sending User the Program including available documentation, a data carrier, or by providing user with a written notice that the Program is available for downloading by User.
 - 2.2 Deltares makes available to User the version of the Program that is the most recent at the moment of making the Program available.
 - 2.3 Exceeding a delivery period shall not entitle User to claim damages.
3. Licences and intellectual property
 - 3.1 Unless stipulated otherwise in the offer, Deltares grants User a non-exclusive, non-transferable right to use the Program, for an indefinite period of time and against payment of a one-time fee.
 - 3.2 The right of use is limited to User's own use of the Program and to the number of agreed users as stipulated in the offer. User is not authorized to grant any sublicenses to the Program to third parties, or in any other way to facilitate the use by third parties.
 - 3.3 User does not have the right to modify the Program.
 - 3.4 Except as allowed by applicable law, but in that case limited to the extent required by that law, User may not, and may not authorize any third party to reverse engineer, decompile or disassemble the Program in whole or in part nor create any derivative works from the Program.
 - 3.5 Deltares is entitled to take technical measures to prevent unauthorized use of the Program. User shall not remove or have removed or circumvent such technical provisions or devices intended for the prevention of unauthorized use of the Program.
 - 3.6 User acknowledges that the Program is confidential in nature and may contain trade secrets of Deltares. User will keep confidential all information from Deltares of which he may reasonably suspect that it is confidential information and will not disclose such information to third parties.
 - 3.7 To the best of Deltares' knowledge and belief, the Program does not infringe any third party copyright or any other intellectual property. Any responsibility or liability of Deltares for claims, costs, expenses and/or consequential losses or damages resulting from or arising out of any infringement of intellectual property rights is excluded.
 - 3.8 In case of (i) an apparent risk or (ii) it is alleged or proven in legal proceedings that use of the Program infringes upon any intellectual property rights of third parties, Deltares has the right, in consultation with User, but at its sole discretion, to:
 - a. take legal action for its own account; in this event, User is obliged to allow Deltares to join or intervene in the existing proceedings;
 - b. reach a settlement for its own account;
 - c. within the limits of the purpose of the Program, carry out repairs and/or alterations at its own expense until the alleged or proven infringement ceases to exist and replace free of charge the copies of files and/or documentation causing the infringement; or
 - d. terminate the agreement and return the licence-fee to User without any other right to compensation for User.
 If any of the situations as referred to above in (a) through (c) occur, Deltares has the right to impose certain (temporary) user-restrictions upon User so that the infringement, at least temporarily, does no longer exist, such without any rights to compensation for User.
4. Maintenance and support

In the event maintenance and support is agreed upon, then the following applies:

 - 4.1 Deltares at all times has the right, within the purpose of the Program, to modify later versions of Program with regard to its appearance, programming, arithmetical and/or functional properties at its sole discretion.
 - 4.2 Maintenance and support of the Program consists of:
 - a. replacing the version of the Program in use by User by the most recent version, or, in case this is made explicit in the proposal, offering a new version for a reduced price;
 - b. subject to article 5.2, restoring any errors in the Program that prevent the normal operation of the Program;
 - c. updating available documentation and providing such updated documentation to User;
 - d. within reasonable limits, providing support to User's users concerning the operation of the Program.
 Maintenance and support does not include (assistance in) actions aimed at resolving technical engineering problems.
 - 4.3 Notwithstanding article 4.4, User is not obliged to follow the Deltares policy regarding new versions of the Program.
 - 4.4 Deltares is not obliged to provide maintenance and support with regard to versions older than one (1) year if more recent versions are available.
 - 4.5 Deltares is not obliged to provide maintenance and support concerning the Program if User uses the Program in combination with hardware and/or operating systems that do not comply with the system requirements as indicated by Deltares.
 - 4.6 With each installation of a new version of the Program, User shall uninstall all files that are (to be) replaced. Consequently, User shall never have two (2) or more versions of the Program in use without the written consent of Deltares.
 - 4.7 Deltares is under no obligation to notify User of modifications to the Program. Normally, modifications are apparent from the documentation (if available) supplied with a new version.
5. Guarantees
 - 5.1 For up to three (3) months after the date of delivery, Deltares guarantees the functioning of the Program in conformity with the accompanying documentation, if available.
 - 5.2 If errors in the Program or the documentation that prevent the normal use of the Program become apparent during the term of guarantee or during the term of maintenance, and User has immediately informed Deltares thereof, Deltares shall, in consultation with User, but at its sole discretion:
 - a. either at its own expense carry out repairs until the error is solved in such a way that normal use of the Program is possible and/or replace, free of charge, (part of) the Program and/or documentation containing the error with the repaired one; or
 - b. terminate the agreement unilaterally and return the licence-fee to User, without any other rights to compensation for User.
 - 5.3 The guarantee as stated in articles 5.1 and 5.2 is the only guarantee Deltares gives on the Program. Any other guarantee is explicitly excluded. Deltares specifically does not guarantee that under all circumstances correct results can be obtained with the Program and/or that the Program is fit for solving a technical engineering problem.
 - 5.4 In the event that, before the end of the term of guarantee as stated in article 5.1, a revised version of the Program is provided on the basis of article 5.2 or 5.5, Deltares gives a guarantee on the new version until the latest of either the expiration of the original guarantee or one month after delivery of the revised version.
 - 5.5 If, according to Deltares, it becomes apparent that use of the Program may cause damage, Deltares, in consultation with User, but at its sole discretion, has the right to:
 - a. either, within the limits of the Program's purpose, at its own expense carry out repairs and/or alterations until the risk of damage ceases to exist and/or replace free of charge (parts of) the Program or documentation;
 - b. impose on User temporary or permanent restrictions concerning the use of the Program, so that the risk of damage no longer exists;
 - c. terminate the agreement and return the licence-fee to User without any other rights to compensation for User.
 - 5.6 All guarantees are void if User (i) has altered the Program in any way, (ii) uses or has used the Program in combination with hardware and/or operating systems that do not comply with the system requirements as indicated by Deltares, or (iii) has failed to notify Deltares in writing of defects in the Program within one (1) week of their discovery or (iv) has not paid the amounts due.

6. Liability

- 6.1 User is at all times solely responsible for the use of the Program and the interpretation and use of the results obtained with the Program, and for the consequences that arise from using these results. Deltares is not liable for damage or other expenses of any kind by User or third parties (partially or wholly) due to the use of the Program and the interpretation and the use of the results generated by the Program. This includes without limitation damage or expenses that are (partially or wholly) the result of or connected with:
- defects in the Program;
 - the temporary or permanent inability to use the Program, partly or completely, as a result of or in connection with defects in the Program or alleged or legally proven infringements upon any rights of third parties as a consequence of the use of the Program by User.
- 6.2 User indemnifies Deltares against any third party claim for compensation regarding damages and expenses resulting from the use of the Program by User, the interpretation of the results and/or the use of these results.
- 6.3 Deltares' liability arising out of default, contract, negligence, tort, breach of any statutory duty or otherwise shall be limited to direct damages, with a maximum of the total amount paid by the User excluding 'BTW' (Dutch VAT) in the six (6) months prior to Deltares' default. Direct damages in this context refers exclusively to:
- reasonable costs incurred by User to have the performance of Deltares comply with the terms of the agreement (this form of damage will not be compensated if the agreement is terminated by User);
 - reasonable costs incurred to establish the cause and the amount of the damage, insofar this is related to direct damage as described within these Terms;
 - reasonable costs incurred to prevent or reduce damages, insofar User shows that such costs have actually led to limitation of direct damages pursuant to these Terms.
- 6.4 Deltares shall not be liable for indirect damages, including, but not limited to, loss of profit and revenues.
- 6.5 Deltares' liability as a result of default only arises after User has given Deltares notice of default. The notice of default shall be in writing, leaving Deltares a reasonable time to restore any shortcomings.

7. Application Service Providing (ASP)

- 7.1 If Deltares and User agreed upon use of the functionality of the Program by User on the basis of ASP (= Application Service Provision) at a distance by means of a WAN-connection (WAN = Wide Area Network), Deltares will send to User a username and password that provide access to the functionality of the Program.
- 7.2 In the case of an agreement concerning the ASP service, articles 2.1 en 3.1 do not apply. All other Terms apply equally, unless the nature of the stipulation implies otherwise.
- 7.3 Deltares will provide reasonable efforts to make functionality of the Program available for User during Deltares office hours (8:30 a.m. to 4:30 p.m. Central European Time-zone). User will immediately notify Deltares in case functionality is not available. If non availability exceeds, or threatens to exceed, the duration of a calendar week, parties can make further arrangements concerning the use of the Program.
- 7.4 Deltares will never be liable for User's problems regarding telecommunication facilities, for loss of or damage to data or for the consequences of the unavailability of the ASP service.

8. Training

- In case training is agreed upon, the following applies:
- 8.1 Cancellation of participation by User shall take place in writing. Cancellation by User until six weeks before the start of the training is free of charge. In case of cancellation between three and six weeks before the start of the training, User shall pay 50% of the agreed training fee, after three weeks before the start of the training User shall pay the full training fee.
- 8.2 Deltares reserves the right to cancel a course. In that case Deltares shall reimburse the paid training fee.
- 8.3 If Deltares makes available any material related to training to User, User obtains a non-exclusive and non-transferrable right for its own use of the material. User is not authorised to copy or modify the material.

9. Invoices and payment

- 9.1 User shall pay invoices within thirty (30) days after the invoice date. In the event User exceeds the payment period, User shall pay both the statutory commercial interest and collection costs without notice of default being required. In case of non-payment, Deltares may suspend maintenance and support and may require security for future deliveries or services.
- 9.2 Any complaint raised by User regarding (the amount of) an invoice does not suspend the obligation to pay.
- 9.3 Deltares may require User to pay in advance.

10. Rates

- 10.1 The fees and rates stated in the offers and agreements are in Euros, exclusive of BTW and other government levies, and also exclusive of dispatch costs, transport costs, travel costs, packaging costs, installation costs, communication costs, cost of agents and brokers and other costs to enable the use of the Program to User unless the offer explicitly states otherwise.
- 10.2 For its right to use the Program, User pays Deltares a one-time fee.

- 10.3 In case of ASP service a one-time connection fee is charged. Additionally, subscription fees and user-hours are charged periodically.
- 10.4 Deltares determines annually the annual price for maintenance and support on the basis of a percentage of the then current list-price of the Program.
- 10.5 Deltares determines the rates for training on an individual basis in relation to the extent of the training and the nature of the Program.
- 10.6 Deltares can change the prices annually. Upon request User shall receive the then current price list.

11. Transfer of rights

- 11.1 User is not allowed to transfer any agreement subject to this Terms, nor any of its rights and obligations arising therefrom, to a third party without prior written approval of Deltares.

12. Term and termination

- 12.1 An agreement under this Terms is effective from the moment Deltares has received from User the returned offer duly signed for acceptance. If the returned and signed offer deviates from the original offer, the agreement becomes effective at the date of the written confirmation of Deltares of the deviating offer that User signed.
- 12.2 In the event maintenance and support is agreed upon, this is for a period of one (1) year. Each year, the maintenance and support agreement is tacitly extended for a period of one (1) year, unless one of the parties terminates the agreement by means of a registered letter to the other party at the latest one (1) month before the expiration date of the agreement. Termination for convenience before the end of the term of the maintenance and support agreement is not possible.
- 12.3 Aside from what is determined elsewhere in these Terms, a party has the right to terminate the agreement for cause per registered letter:
- if the other party defaults in its performance of obligations arising from the agreement and continues to do so after proper default notice, in which the other party is given a reasonable term to fulfil its obligations;
 - without any prior notice or notice of default being required, in the event that the other party applies for a suspension of payment or is granted a suspension of payment; files for bankruptcy or is declared insolvent; is liquidated or ceases to exist for reasons other than a merger (in which case article 11.2 applies); a considerable extent of the other party's property or of the Program is seized, or if the other party is considered to be unable to fulfil the obligations arising from the agreement.
- 12.4 In the event of termination of the agreement in accordance with article 12.3, all invoiced but yet unpaid sums shall immediately be due and payable.
- 12.5 In the event of termination of the agreement User shall immediately (i) cease all use of the Program, (ii) delete (all copies of) the Program from the hardware and (iii) return (all copies of) the Program and the accompanying documentation to Deltares.

13. Disputes and applicable law

- 13.1 Dutch law applies to all offers and agreements of which these Terms form part.
- 13.2 All disputes arising from offers, agreements or subsequent agreements will in first instance be brought before the competent court in The Hague, including the presiding judge in injunction proceedings ('Kort Geding').

Stichting Deltares
Boussinesqweg 1
P.O. Box 177
2600 MH Delft, the Netherlands
Tel: +31 (0) 88 335 82 73
Fax: +31 (0) 88 355 85 82
e-mail: info@deltares.nl
www.deltares.com
Chamber of Commerce no. 41146461

Invoice



Instituto Nacional de Hidraulica
Attn. Accounts Payable
Concordia #0620
9750913 PEÑAFLORES, SANTIAGO
CHILE

Invoice date 24-10-2018 Invoice number 1192401176 Our reference 1193401322 Client number 107370

Client VAT number Contactperson Mr. Gonzalez Your reference n.a.

Description	Quantity	Price	Amount
Delft3D FM Hydro-Morphodynamics - Basic Service Package 1st year	1,00	3.375,00	3.375,00
Delft3D FM Hydro-Morphodynamics - Stand-alone License	1,00		
Subtotal		EUR	3.375,00
Invoice amount		EUR	3.375,00

Please pay our invoice to our bankaccount at the latest before the 23rd of December 2018
Please mention the invoice number, reference and client number.

VAT specification:

VAT rate	Amount	VAT
OUTSIDE EU 0%	3.375,00	0,00
Total		0,00

This service includes the right of use of a fully validated software distribution, support, and minor and major updates of the software.

Stichting Deltares
Boussinesqweg 1
2629 HV DELFT
P.O. Box 177
2600 MH DELFT

T: +31 88 3358188
F: +31 88 3358582
software@deltares.nl
www.deltares.nl

Payment terms: 60 days net
VAT number: NL800097476B01
Bank: Rabobank Zuid-Holland Midden (BICno. RABONL2U)
IBAN-code: NL11RABO0154142557, attn. Stichting Deltares

Fwd: Deltares Software: [Chile]: [Instituto Nacional de Hidráulica]: Delft3D: Product information (source code + compiled version) and price list

1 mensaje

Christopher González Guerra <christophergonzalez@inh.cl>
Para: Jimena Castillo Navarro <jimenacastillo@inh.cl>

24 de octubre de 2018, 17:10

fyi

Christopher González Guerra
Ingeniero en Informática
Unidad de Informática

Instituto Nacional de Hidráulica | Gobierno de Chile
Av. Concordia 0620, Peñaflores
Oficina: +562 27824192
www.inh.cl

----- Forwarded message -----

From: **Christopher González Guerra** <christophergonzalez@inh.cl>

Date: mar., 23 de oct. de 2018 a la(s) 12:20

Subject: Re: Deltares Software: [Chile]: [Instituto Nacional de Hidráulica]: Delft3D: Product information (source code + compiled version) and price list

To: <software@deltares.nl>

Because you can't send me a certificate? which is the owner of software?

Christopher González Guerra
Ingeniero en Informática
Unidad de Informática

Instituto Nacional de Hidráulica | Gobierno de Chile
Av. Concordia 0620, Peñaflores
Oficina: +562 27824192
www.inh.cl

El mar., 23 de oct. de 2018 a la(s) 10:50, software@deltares.nl (software@deltares.nl) escribió:

Dear Mr. Gonzalez,

Thank you for your fast reply.

You will receive our proposal and letter tomorrow early in the morning (our time) first our financial department needs to add you to our system.

Kind regards,

Marieke Steenweg

DSC Sales

Phone +31(0)88335 8188

Email software@deltares.nl

From: Christopher González Guerra [mailto:christophergonzalez@inh.cl]
Sent: 23 October, 2018 3:47 PM

To: software@deltares.nl

Subject: Re: Deltares Software: [Chile]: [Instituto Nacional de Hidráulica]: Delft3D: Product information (source code + compiled version) and price list

When you cand me a official proposal? I need both together

Christopher González GuerraIngeniero en Informática
Unidad de Informática
Instituto Nacional de Hidráulica | Gobierno de Chile

Av. Concordia 0620, Peñaflores

Oficina: +562 27824192

www.inh.cl

El mar., 23 de oct. de 2018 a la(s) 10:43, software@deltares.nl (software@deltares.nl) escribió:

Dear Mr. Gonzalez,

I am sorry for the delay.

An certificate is not possible, but we can send you an letter (by email) which indicates we are the own and unique seller of the Delft3D software.

Do you need this document before you receive our official proposal or would you like to receive this documents together.

Kind regards,

Marieke Steenweg

DSC Sales

Phone +31(0)88335 8188

Email software@deltares.nl

From: Christopher González Guerra [mailto:christophergonzalez@inh.cl]

Sent: 23 October, 2018 3:38 PM

To: software@deltares.nl

Subject: Re: Deltares Software: [Chile]: [Instituto Nacional de Hidráulica]: Delft3D: Product information (source code + compiled version) and price list

Can you answer me quickly please, this purchase is urgent

Thanks,

Best regards.

Christopher González GuerraIngeniero en Informática
Unidad de Informática
Instituto Nacional de Hidráulica | Gobierno de Chile

Av. Concordia 0620, Peñaflo

Oficina: +562 27824192

www.inh.cl

El vie., 19 de oct. de 2018 a la(s) 10:27, Christopher González Guerra (christophergonzalez@inh.cl) escribió:

Ok, thank you.

Christopher González GuerraIngeniero en Informática
Unidad de Informática
Instituto Nacional de Hidráulica | Gobierno de Chile

Av. Concordia 0620, Peñaflo

Oficina: +562 27824192

www.inh.cl

El vie., 19 de oct. de 2018 a la(s) 10:17, software@deltares.nl (software@deltares.nl) escribió:

Dear Mr. Gonzalez,

Thanks for your reply.

As we mentioned in our previous email, In case you would like to order the Delft3D Hydro-Morphodynamics Basic Service Package, please fill in the attached Customer Information Form and we will send you a proposal at your request. After we received the signed proposal we will send you the invoice, and after the invoice is paid we will deliver the software.

About your request for a certificate that indicates we are unique sellers of Delft3D, I have to ask the product owner. You will get the answer soon.

I hope to have informed you sufficiently.

With kind regards,

Krista Dijkhuizen

DSC Sales

Phone +31(0)88335 8188

Email software@deltares.nl

From: Christopher González Guerra [mailto:christophergonzalez@inh.cl]

Sent: Friday, October 19, 2018 2:45 PM

To: software@deltares.nl

Subject: Re: Deltares Software: [Chile]: [Instituto Nacional de Hidráulica]: Delft3D: Product information (source code + compiled version) and price list

A few years ago we bought a license, but we need to buy the license again Delft3D Hydro-Morphodynamics Basic Service.

How is the process to buy? you can send me a certificate indicate that you are unique seller? please

Best regards

Christopher González GuerraIngeniero en Informática
Unidad de Informática
Instituto Nacional de Hidráulica | Gobierno de Chile

Av. Concordia 0620, Peñaflor

Oficina: +562 27824192

www.inh.cl

El vie., 19 de oct. de 2018 a la(s) 04:39, software@deltares.nl (software@deltares.nl) escribió:

Dear Mr. Gonzalez,

Thank you very much for your interest in Delft3D!

For **researchers/software developers**, we recommend to use the Delft3D open source code:

Delft3D 4.03 Suite

The source code of most parts of the Delft3D 4.03 Suite is available via our open source portal (<http://oss.delft3d.nl>), free of charge. This initiative is contributing to the global application of hydraulic research. 17.000+ joined our open source community.

The computational engines Delft3D-FLOW, Delft3D-MOR and Delft3D-WAVE are open source since January 2011 under the GPLv3 license conditions. The post processing tool QUICKPLOT is open source since April 2011. In March 2013, DELWAQ (the engine of Delft3D-WAQ/SED/ECO) has become open source as well.

You can download the source code after registering as a member. You will find detailed instructions for downloading and compiling there as well.

Please note that the source code of the Graphical User Interface (GUI) of Delft3D is not open source. As long as the source code of the GUI is not available in open source, we are happy to offer you a pre-compiled version free of charge. To receive a version of the GUI and a license file valid for one year, please fill out the form GUI request form on our website. This is a temporary extra service to the Delft3D Open Source community members.

Delft3D Flexible Mesh Suite 2018

The global open source launch of the new Delft3D Flexible Mesh Suite (Delft3D FM) is scheduled for 2018, but it could become 2019/2020:

The Delft3D FM Suite is the successor of Delft3D 4.03 Suite and includes the powerful D-Flow Flexible Mesh (D-Flow FM) module as the successor of the Delft3D-FLOW and SOBEK-FLOW modules.

The software development and test teams are still working hard to implement, test, validate and document both the 1D and the 3D part of the D-Flow FM module and all other modules and their interactions, such as D-Waves, D-Real Time Control, D-Water Quality, D-Particle Tracking and D-Morphology.

The D-Waves, D-Real Time Control, D-Water Quality and D-Morphology modules are the successors of respectively Delft3D-WAVE, SOBEK-RTC, SOBEK-WAQ/Delft3D-WAQ/SED/ECO and SOBEK-MOR/Delft3D-MOR.

For early collaboration on Delft3D FM code development, please send your request to software@deltares.nl.

For modellers, we recommend to use the pre-compiled new **Delft3D Flexible Mesh Suite 2018**:

The 2D part of the D-Flow FM module has been fully validated and is supported within the Delft3D Service Packages.

Based on the information received, I recommend the **Delft3D Hydro-Morphodynamics Basic Service Package**:

The Delft3D Hydro-Morphodynamics Basic Service Package includes:

1. The right of use of the distribution "Delft3D Hydro-Morphodynamics" with both:
 - setup Delft3D Flexible Mesh Suite 2018,
 - setup Delft3D 4.03 Suite.
2. 12 months update and upgrade subscription.
3. 12 months support on Service Level 1 with 8 support hours.

The minimum subscription period is one year. Continuation after the initial year is optional, but recommended.

Please note that you may use the Delft3D 4.03 and the Delft3D Flexible Mesh Suite 2018 for an indefinite period of time; in other words, forever.

The distribution "Delft3D Hydro-Morphodynamics" includes all modules and pre- and post processing tools for modelling hydrodynamics, morphology and waves.

In more detail:

Delft3D Flexible Mesh Suite 2018

unstructured meshes, irregular grids

triangles, quads, pentagons, hexagons

D-Flow Flexible Mesh

Delft3D 4.03 Suite

structured/regular grids

Delft3D-FLOW

D-Real Time Control

D-Waves

Delft3D-WAVE

Delft3D-MOR

Pre- and post-processing tools (Delta Shell Framework)

Pre- and post-processing tools:

- RGFGRID
- QUICKIN
- QUICKPLOT
- Matlab Interface
- GISVIEW
- GPP
- TIDE
- TRIANA

Only the D-Flow Flexible Mesh module (2D) of the Delft3D FM Suite, as the successor of the Delft3D-FLOW module, is fully validated and supported within the Delft3D Service Packages. Both the 1D and the 3D part of the D-Flow Flexible Mesh module and all other modules and their interactions, such as D-Waves, D-Real Time Control and D-Morphology, are available under our beta testing conditions and within our research programme only.

This distribution is **unlimited in the number of users**.

The Delft3D Hydro-Morphodynamics Basic Service Package is available for € 3.375,--, excluding VAT, only.

See also the attached Delft3D Price list 2018.

In case you would like to order the Delft3D Hydro-Morphodynamics Basic Service Package, please fill in the attached Customer Information Form and we will send you a proposal at your request.

If you have any questions or if you require further information, please do not hesitate to contact us.

With kind regards,

Krista Dijkhuizen

DSC Sales

Phone +31(0)88335 8188

Email software@deltares.nl

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