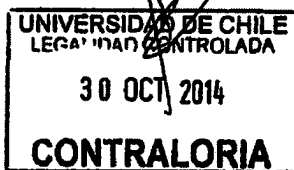


AUTORIZA TRATO DIRECTO CON  
CAMBRIDGE COGNITION LIMITED.



RESOLUCIÓN EXENTA N° 3428

SANTIAGO, 27 OCT 2014



**VISTOS:** Lo dispuesto en el Decreto N°1587 de 2014 que establece el presupuesto para la Universidad de Chile; en el artículo 9° del DFL N°1/19.653 de 2000, que fija el texto refundido, coordinado y sistematizado de la ley N°18.575; en la Ley N° 19.886, sobre Bases de Contratos de Suministro y Prestación de Servicios; el Decreto Supremo N° 250 de 2004, que aprueba el Reglamento de la ley N° 19.886; el Estatuto de la Universidad de Chile contenido en el D.F.L. N° 153 de 1981, cuyo texto refundido, coordinado y sistematizado está contenido en el D.F.L. N°3 de 2006; en los Decretos Universitarios N° 2784 de 2014, N° 906 de 2009 y N° 2750 de 1980; y la Resolución N° 1600 de 2008 de la Contraloría General de la República; y

**CONSIDERANDO:**

1. Que, el Instituto de Salud Poblacional, perteneciente a la Facultad de Medicina de la Universidad de Chile, requiere la adquisición de Licencia Cantab Research v6.0 six months telephone/email support, en el marco del "Estudio de los efectos de la exposición intermitente a gran altitud, sobre la salud de trabajadores de faenas mineras".

2. Que, lo anterior se fundamenta en lo señalado por el Sr. Patricio Lagos Araya, Subdirector Económico y de Gestión Institucional, según carta de fecha 8 de octubre del 2014.

3. Que, es financiado por el centro ejecutante N° 340201 – IP. Escuela de Salud Pública.

4. Que, el producto es distribuido por la empresa: Cambridge Cognition Limited.

5. Que, lo anteriormente expuesto, configura la causal establecida en el artículo 10 N°7 letra J de la ley 19.886; esto es "Cuando el costo de evaluación de las ofertas, desde el punto de vista financiero o de utilización de recursos humanos, resulta desproporcionado en relación al monto de la contratación y ésta no supera las 100 Unidades Tributarias Mensuales".

6. Que, se adjunta documentación pertinente que sustenta la adquisición (copia carta trato directo, cotización N° Q9487-03, Certificado de Disponibilidad Presupuestaria, Término de Referencia, solicitud N° 447210).

7. Que, existe disponibilidad presupuestaria para la contratación de dicho producto.

8. Que, de acuerdo a lo anterior, dicto lo siguiente:

Subdirección de Servicios (DEGI)

Avda. Independencia 1027, Santiago, Chile. Tel. (56-2) 229786950  
www.med.uchile.cl





FACULTAD DE MEDICINA  
UNIVERSIDAD DE CHILE

## RESOLUCIÓN:

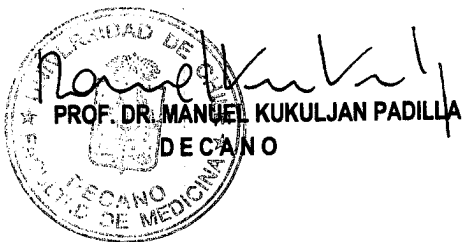
**1° AUTORIZASE** la contratación mediante trato directo con la empresa: Cambridge Cognition Limited, correspondiente a la adquisición de Licencia Cantab Research v6.0 six months telephone/email support, cuyo valor total es de US\$ 6,832.00.- dólares, más gastos de transferencia bancaria

**2° REALÍCESE** la respectiva transferencia bancaria según lo señalado en la propuesta de la Empresa.

**3° IMPÚTESE** el gasto derivado de la presente Resolución al Título A Subtítulo 2 ítem 2,6 del Presupuesto Universitario.

**4° PUBLÍQUESE** la presente Resolución en el Sistema de Información, según lo indica el artículo 7 de la Ley 20.285.

**5° ANÓTESE, COMUNÍQUESE Y ENVÍESE** a Contraloría Universitaria para el respectivo control de legalidad.



### Distribución

- 1.- Subdirección de Servicios
  - 2.- Ocepa
- MKP/MML/BRG/jbp.

### Encargado:

Selene Jil Ponce  
Teléfono 29786953

Subdirección de Servicios (DEGI)

Avda. Independencia 1027, Santiago, Chile. Tel: (56-2) 229786950  
www.med.uchile.cl



Santiago, 08 de Octubre de 2014

Señora  
Selene Jil Ponce  
Coordinadora de Contratos  
Faculta de Medicina  
Universidad de Chile  
Presente

Estimada Sra. Jil:

En cumplimiento a la normativa vigente de la Ley 19.886 de Compras Públicas, solicito a usted, tramite "**Resolución de Trato Directo**", con el proveedor **CAMBRIDGE COGNITION LIMITED** por US\$ 6,832.00 correspondiente a la adquisición de Licencia CANTAB Research v6.0 six months telephone/email support, en el marco del "Estudio de los efectos de la exposición intermitente a gran altitud, sobre la salud de trabajadores de faenas mineras".


Se adjunta Presupuesto N°9487 – 03. El gasto es con cargo al Centro Ejecutante 34.02.01, según solicitud N°447210

Descripción:

- |   |  |              |
|---|--|--------------|
| 2 | CANTAB Research Suite v6.0 (3-tests) 1-year software licence comprising Motor Screening, software key, manuals (PDFs only) and any three of the following tests: Delayed Matching to Sample, Matching to Sample Visual Search, Paired Associates Learning, ID/ED Shift (with Big/Little Circle), Pattern Recognition Rapid Visual Information Processing, Reaction Time, Spatial Recognition Memory, Spatial Span, Spatial Working Memory, Stockings of Cambridge, Affective Go/No-go, Verbal Recognition Memory, Cambridge Gambling Task, Simple Reaction Time, Choice Reaction Time, Graded Naming Test, Information Sampling Task Stop Signal Task, One Touch Stockings of Cambridge, Attention Switching Task, Questionnaire Task and Emotional Recognition Task | USD 6,120.00 |
| 1 | CANTAB Research Suite v6.0 six months' telephone/email support   | FREE         |
| 2 | Gigabyte S10M Tablet PC: 10.1" Capacitive Touch Input, Intel Bay Trail CPU Windows 8.1, 4GB RAM, 64GB SSD, Wi-Fi, Bluetooth, LAN. Including a 4-port USB hub, stand, integrated keyboard/mouse, installation and commissioning   | USD 1,870.00 |
|   | Carriage, packing, insurance, and documentation  | USD 66.00    |

La licencia es solicitada al proveedor **CAMBRIDGE COGNITION LIMITED**, dado que cuenta con las especificaciones requeridas.

Sin otro particular, saluda atentamente

  
Patricio Lagos Araya  
Subdirector Económico de Gestión Institucional  
Dirección: Av. Independencia 1027 Santiago - Chile





FACULTAD DE MEDICINA

UNIVERSIDAD DE CHILE

## Centro de Servicios

Inicio

Servicios Presupuesto

Bienvenido(a) PAOLA GONZALEZ | Salir

## Indicadores

UTM \$ 42.431  
 Dolar Universitario \$ 594  
 Vigencia a partir del  
 29.08.2014 de acuerdo a  
 instructivo 18/2014  
 ver indicadores anteriores

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Protocolo de Emergencias  
 Telefonos de Emergencia

## Contactos

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 ✉ Ejecutivos

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Ir A Una Solicitud

N° Solicitud

N° Solicitud	447210
SOLICITANTE	LPACHECO
FECHA CREACIÓN	2014-10-08
EJECUTIVO	CAROLINA JARA

08  
Oct  
2014

## Documentación DEGI

## COMPRA OTROS PRODUCTOS Y SERVICIOS (CHILECOMPRAS)

CENTRO EJECUTANTE 340201 - IP. ESCUELA DE SALUD PUBLICA  
 CENTRO REGISTRO 121341014601001 CENTRO COSTO 4421

## TIPO DE COMPRA

TIPO DE COMPRA COMPRAS DE 3 A 100 U.T.M

UTM A LA FECHA DE

CREACIÓN \$ 42.431

CANTIDAD 1

MONTO \$ 6.832

APROXIMADO

ENCARGADO DE

SALA

JUSTIFICACION Y/O

OBJETIVO DE LA

COMPRA

CRITERIOS DE EVALUACION

EJECUCIÓN "ESTUDIO DE LOS EFECTOS DE LA EXPOSICIÓN INTERMITENTE A GRAN ALTITUD, SOBRE LA SALUD DE TRABAJADORES DE FAENAS MINERAS"

Instructivos y Circulares  
 Normas de Compras  
 Normas Honorarios  
 Resolución Proveedores  
 ISO 9001:2008  
 Documentación ISO y Otras  
 ISO 9001:2008 Subdirección de Logística  
 ISO 9001:2008 Subdirección de Finanzas  
 ISO 9001:2008 Subdirección de Comunicaciones y Marketing  
 ISO 9001:2008 Subdirección de RRHH  
 ISO 9001:2008 Subdirección de Servicios  
 ISO 9001:2008 Subdirección de Informática

Santiago, 06 de octubre 2014

Señora  
Uberlinda Inostroza  
Subdirectora de Finanzas  
Faculta de Medicina  
Universidad de Chile  
Presente

Estimada Sra. Uberlinda:

Mediante la presente solicito a Ud. Ordenar a quien corresponda realizar Transferencia a la **CAMBRIDGE COGNITION LIMITED** por US\$ 6,832.00 correspondiente a la adquisición de Licencia CANTAB Research v6.0 six months telephone/email support, en el marco del "Estudio de los efectos de la exposición intermitente a gran altitud, sobre la salud de trabajadores de faenas mineras".

La Transferencia se debe realizar con cargo al CE: 34.02.01, a la siguiente cuenta:

CAMBRIDGE COGNITION LIMITED  
BARCLAYS BANK  
NÚMERO DE CUENTA: 45679388  
NÚMERO SWIFT: BARCGB22  
IBAN: GB40 BARC 2017 3545 6793 88

DIRECCIÓN SUCURSAL  
28 CHESTERTON ROAD, CAMBRIDGE, REINO UNIDO

Sin otro particular, saluda atentamente

Patricio Lagos Araya  
Subdirector Económico de Gestión Institucional





Tunbridge Court, Tunbridge Lane, Bottisham, Cambridge CB25 9TU, UK

t +44 (0)1223 810 700 f +44 (0)1223 810 701

[www.cambridgecognition.com](http://www.cambridgecognition.com)

**CAMBRIDGE COGNITION LIMITED – BARCLAYS BANK DETAILS**

**SWIFT/BIC –**

BARCGB22

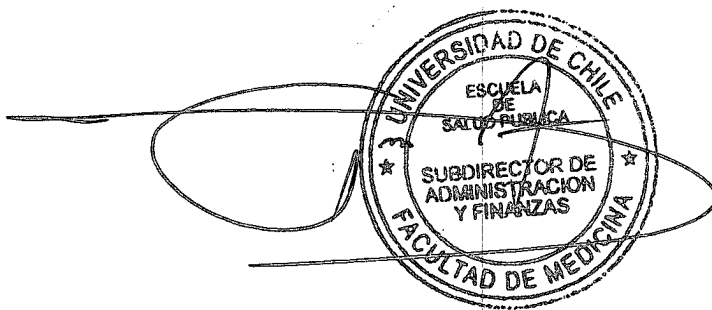
**USD**


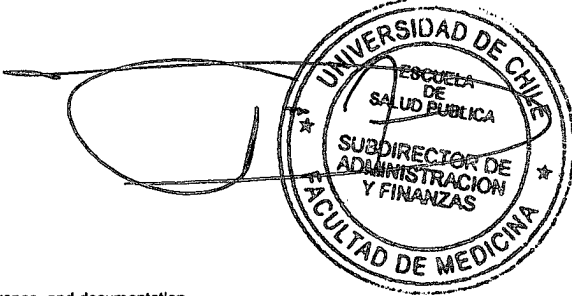
Account Number: 45679388

IBAN: GB40 BARC 2017 3545 6793 88

**BRANCH ADDRESS:**

28 Chesterton Road  
Cambridge  
CB4 3AZ



 <p>Cambridge Cognition Ltd Tunbridge Court Tunbridge Lane, Bottisham CB25 9TU Tel +44 (0) 1223 810700 Fax +44 (0) 1223 810701 <a href="http://www.cambridgecognition.com">www.cambridgecognition.com</a></p>	<b>Quotation Q.9487-03 Re-issued</b>		Page 1 of 1	
	Date of issue: 01-Oct-14		Issued by: James Medcalf	
	Attention: Prof. Nella Marchetti Escuela de Salud Pública Facultad de Medicina Universidad de Chile Chile		Email: <a href="mailto:james.medcalf@camcog.com">james.medcalf@camcog.com</a> Telephone: +44 (0) 1223 810 741	
<b>Item/Description</b>		<b>Quantity</b>	<b>Unit Price</b>	<b>Amount</b>
CANTAB Research Suite v6.0 (3-tests) 1-year software licence comprising Motor Screening, software key, manuals (PDFs only) and any three of the following tests: Delayed Matching to Sample, Matching to Sample Visual Search, Paired Associates Learning, ID/ED Shift (with Big/Little Circle), Pattern Recognition Memory, Rapid Visual Information Processing, Reaction Time, Spatial Recognition Memory, Spatial Span, Spatial Working Memory, Stockings of Cambridge, Affective Go/No-go, Verbal Recognition Memory, Cambridge Gambling Task, Simple Reaction Time, Choice Reaction Time, Graded Naming Test, Information Sampling Task, Stop Signal Task, One Touch Stockings of Cambridge, Attention Switching Task, Questionnaire Task and Emotional Recognition Task		2	3,060.00	6,120.00
Software Discount		1	-1,224.00	-1,224.00
CANTAB Research Suite v6.0 six months' telephone/email support		1	free	free
Gigabyte S10M Tablet PC: 10.1" Capacitive Touch Input, Intel Bay Trail CPU Windows 8.1, 4GB RAM, 64GB SSD, Wi-Fi, Bluetooth, LAN. Including a 4-port USB hub, stand, integrated keyboard/mouse, installation and commissioning		2	935.00	1,870.00
				
Carriage, packing, insurance, and documentation				66.00
IMPORTANT: THESE PRICES DO NOT INCLUDE LOCAL TAXES OR IMPORT DUTY. PLEASE CONTACT YOUR LOCAL GOVERNMENT ORGANISATION FOR DETAILS OF ADDITIONAL CHARGES THAT MAY BE INCLUDED.				
		US DOLLARS		6,832.00
Note: The above prices do not include import duty or local taxes.				
Validity: This quotation is valid for 60 from the date of issue of this quotation.				
Dispatch: The complete order will be dispatched within 14 days following acceptance of the order. This is subject to stock availability.				
Payment terms: Payment with order in US Dollars by cheque drawn on a prime Bank, or by credit card, or by transfer to: BIC- BARCGB22 IBAN - GB40 BARC20173545679388 to: Barclays Bank plc, 28 Chesterton Road, Cambridge, CB4 3AZA, UK, for the credit of Cambridge Cognition Limited, Account no. 45679388				
ALL SALES ARE SUBJECT TO CAMBRIDGE COGNITION STANDARD TERMS AND CONDITIONS				E&OE

TERMS OF CONTRACT WITH CAMBRIDGE COGNITION LIMITED ("Cambridge Cognition Ltd") LICENSING USE OF CANTAB Research Suite (THE "SOFTWARE") FOR UNIVERSITY RESEARCH PURPOSES AND PROVISION OF TRAINING AND SALE OF HARDWARE AND ACCESSORIES

CONTRACT TERMS

1.
  - 1.1 This document forms part of the contract between Cambridge Cognition Limited (Company no. 04338746) of Tunbridge Court, Tunbridge Lane, Bottisham, Cambridge CB25 9TU ("we"/ "us" or "Cambridge Cognition Ltd") and you ("User" or "you") and contains the terms ("Terms") on which we provide you with a non-exclusive licence to use the Software ("Agreement") and/or on which we sell you accessories for use in conjunction with the Software, and/or with training on the use of Software.
  - 1.2 Where we provide you with a quotation, that quotation is subject to these terms and conditions and is valid for 14 days, after which it shall automatically and without notice expire. Quotations are provided exclusive of value added tax (VAT), which shall be applied to any invoice at the prevailing rate ("Quotation").
  - 1.3 The following items are together the contract between you and us and on which we license the use of the Software and/or provide you with training on its use and sell you accessories and/or hardware for use with the Software:
    - (a) these Terms;
    - (b) the provision of all other information by you; and
    - (c) the information contained in the quotation given by us to you which will contain the fee payable for the access to the Software and/or accessories and/or hardware and/or training (the "Fees"); ("Contract Terms").
  - 1.4 The contract between us will be formed upon our sending you an invoice in response to and acceptance of a purchase order or letter or e-mail from you requesting a licence of Software, and/or hardware and/or training and/or accessories for use with Software.
  - 1.5 No other terms, conditions, undertakings, promises or representations, or anything said or written by you or by Cambridge Cognition Ltd prior to the date of the Agreement are expressly or impliedly included as terms of the Agreement and all implied contract terms which can be excluded by law are excluded. You may also be subject to additional terms and conditions that may apply when you use third-party content, or third-party software in conjunction with the Software. Nothing in this Term 1.4 shall operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

GRANT OF LICENCE

2.
  - 2.1 We grant you a licence to use the Software on these contract terms in consideration for the Fees. Upon acceptance of the order, the number of USB security keys ("USB Key(s)") paid for by you in accordance with the Quotation and which, when used in conjunction with the Software CANTAB research suite will allow the collection of data from the use of the Software, will be sent to you.

LICENSED USES

3.
  - 3.1 The Software and any updates which Cambridge Cognition Ltd may make available from time to time are licensed non-exclusively for use:
    - (a) only for the purpose of enabling users to carry out academic research in respect of cognitive function, but it is not licensed for and no claims are made that the Software might provide a diagnosis of memory loss or any particular disease state;
    - (b) for non-commercial academic purposes (examples of commercial purposes would be running business operations, licensing, leasing, or selling the Software, distributing the Software for use with commercial products, research sponsored or paid for by a commercial entity that results are to be used for gain by the company, using the Software in the creation or use of commercial products or any other activity whose purpose is to procure at any time a commercial gain or profit to you or others);
    - (c) only on hardware meeting at least the specification provided in Term 5, HARDWARE AND SERVICES SPECIFICATION; and
    - (d) for the time period specified in the Quotation (the "Licence Term").
  - 3.2 The Software is not Good Clinical Practice ("GCP") compliant and should not be used in any clinical trials that need to be GCP compliant.
  - 3.3 Any use of the Software which is outside the scope of Term 3.1 shall be a breach of the Agreement and also a breach of Cambridge Cognition Ltd.'s rights, including without limitation database rights and copyright, in the Software.
  - 3.4 Cambridge Cognition Ltd may change any part of, or discontinue its support and updating of, the Software (where applicable) at its election at any time, in which case you may not be able to use the Software to the same extent as prior to such change or discontinuation, and Cambridge Cognition Ltd shall have no liability to you in this regard.
  - 3.5 The Software is provided strictly for use as outlined in the Contract Terms and is not supplied for any clinical diagnostic purposes.

YOUR RESPONSIBILITIES

4.
  - 4.1 Except as expressly set out in this Agreement or as permitted by any local law, you undertake:
    - (a) not to copy the USB Key;



- (b) to keep all USB Keys secure and to maintain accurate and up-to-date records of the number and locations of all USB Keys;
- (c) to use the Software in accordance with the terms of this Agreement;
- (d) not to rent, lease, sell, distribute, sub-license, loan, translate, merge, adapt, vary or modify, amend, change, violate, circumvent, reverse-engineer, decompile, disassemble or otherwise tamper with the Software or any of its security features or exploit Cambridge Cognition Ltd.'s services in any unauthorised way whatsoever;
- (e) not to permit the Software or any part of it to be combined with, or become incorporated in, any other programs or for derivative works based on the whole or any part of the Software to be created without prior consent by Cambridge Cognition Ltd; and
- (f) to permit Cambridge Cognition Ltd and its representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises, and to the computer equipment located there, at which the Software is being kept or used, and any records kept pursuant to this Agreement, for the purpose of ensuring that you are complying with the terms of this Agreement

## 5. HARDWARE AND SERVICES SPECIFICATION

- 5.1 The proper functioning of the Software may be affected by the hardware on which it is used. Users are responsible for ensuring that the hardware is suitable for running the Software and that in particular it meets the requirements set out in this Term 5.
- 5.2 If we provide you with the Software pre-loaded on hardware ("Hardware"), the Hardware is not to be used for any purpose other than the use of the Software. No warranty about the continued functionality of the Software is given if any other software is used with the Hardware.
- 5.3 If hardware is not provided and we provide Software either on a memory device or through a weblink, then you are responsible for ensuring that you have suitable equipment and services to allow the proper downloading and use of the Software, including (without limitation and as applicable): compatible devices, suitable internet access, and certain software as specified in these Terms (fees may apply), as well as periodic updates to such software.
- 5.4 If you fail to have suitable equipment and services, the Software might not operate as intended and any results obtained may not be correct. The software must be run on equipment conforming to the minimum system requirements as stated on our website.
- 5.5 For the avoidance of doubt the Software is not compatible with Apple Mac computers, iPads or Android OS,
- 5.6 Cambridge Cognition Ltd may from time to time provide you with updates for the Software in order to ensure its continued operation and it is the responsibility of users to ensure that the Software which they are using is an up-to-date version.
- 5.7 You acknowledge that if you download the Software through a data connection you may incur significant charges because of the size of the Software, depending on your contract with your internet service provider.
- 5.8 Cambridge Cognition Ltd will provide you with technical support for the Software via telephone and e-mail for the period of six months from the date that the date of the first support enquiry. We do not provide support for your own hardware.

## 6. MANAGING PROVISION OF THE SOFTWARE, THE HARDWARE, TRAINING, ACCESSORIES AND PAYMENT

- 6.1 Upon our acceptance of your order for access to Software, Hardware, training and/or accessories we will issue an invoice, including VAT, where applicable, at the prevailing rate which shall be due for payment within 15 days. The order will be sent in its entirety within the time scales stated on the quotation. Payment may be made by bank transfer [to the account named on the invoice], cheque (which shall be at your risk until received at our premises) or credit card over the telephone on +44 (0)1223 810700.
- 6.2 The Software will be sent, together with accessories (if ordered) upon receipt and acceptance of the order within the time scales stated on the quotation.
- 63 If you order Hardware for use with Software, these will be sent to you within the time scales stated upon the quotation
- 6.4 Training in relation to software will be arranged upon acceptance of the order.
- 6.5 You agree to provide accurate and complete information to Cambridge Cognition Ltd when you order the Software and/ or Hardware, and during the period of the Licence Term ("Cambridge Cognition Ltd Registration Data"), and you agree to update your Cambridge Cognition Ltd Registration Data to keep it accurate and complete. You agree that Cambridge Cognition Ltd may store and use Cambridge Cognition Ltd Registration Data you provide for use in billing the Fees
- 6.6 Cambridge Cognition Ltd does not represent or guarantee that the Software or its download will be free from loss, corruption, attack, viruses, interference, hacking or other security intrusion and Cambridge Cognition Ltd disclaims any liability relating thereto.
- 6.7 If you lose your USB Key, Cambridge Cognition Ltd will not provide a replacement copy and you will need to purchase another one. If your copy is damaged or brakes then Cambridge Cognition Ltd, at its discretion, will provide a replacement key, subject to first receiving the damaged USB Key. You shall be responsible for backing up your own system, including the Software.
- 6.8 Cambridge Cognition Ltd disclaims any liability relating to the inability to use or obtain a replacement of the Software, including (without limitation) in the event that other software interferes with the ability of the User to use the Software.

7.

## PRIVACY

- 7.1 Cambridge Cognition Ltd will not provide or sell your personal data to any third party, but will hold it securely on our files in case of future queries.

8.

## IMPORTANT SAFETY INFORMATION

- 8.1 Users must immediately stop using the Software with any research subject who experiences adverse effects.
- 8.2 Users should ensure that all use of the Software with any research subject is in accordance with all relevant safety principles, and care of research subjects when using the Software is the responsibility of the user.

9.

## INTELLECTUAL PROPERTY

- 9.1 You acknowledge that all intellectual property rights in the Software and any accessories and training throughout the world belong to Cambridge Cognition Ltd, that rights in the Software and any accessories and training are licensed (not sold) to you, and that you have no rights in, or to, the Software other than the right to use it in accordance with the terms of this Agreement.
- 9.2 You acknowledge that you have no right to have access to the Software in source code form or to unlocked coding.
- 9.3 The integrity of the Software is protected by technical protection measures ("TPM") so that the intellectual property rights of Cambridge Cognition Ltd, including copyright, in the Software are not misappropriated. You must not attempt in any way to remove or circumvent any such TPM, nor to apply, manufacture for sale, hire, import, distribute, sell, nor let, offer, advertise or expose for sale or hire, nor have in your possession for private or commercial purposes, any means whose sole intended purpose is to facilitate the unauthorised removal or circumvention of such TPM.
- 9.4 Cambridge Cognition, the Cambridge Cognition Ltd logo, CANTAB Research Suite and other Cambridge Cognition Ltd trademarks, service marks, graphics, and logos used in connection with the Software and Cambridge Cognition Ltd's services are trademarks or registered trademarks of Cambridge Cognition Ltd. Other trademarks, service marks, graphics, and logos used in connection with Cambridge Cognition Ltd's services may be the trademarks of their respective owners. You are granted no right or licence with respect to any of the aforesaid trademarks and any use of such trademarks.

10.

## CAMBRIDGE COGNITION LTD LIABILITY

- 10.1 This Term 10 sets out the entire financial liability of the parties (including any liability for the acts or omissions of their respective employees, agents and subcontractors) to each other in respect of:
- (a) any breach of this Agreement however arising;
- (b) any use made of the Software by you; and
- (c) any representation, statement or tortious act or omission (including negligence) or breach of statutory duty arising under or in connection with this Agreement.
- 10.2 Nothing in this Agreement shall limit or exclude the liability of either party for:
- (a) death or personal injury resulting from negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (d) breach of section 2 of the Consumer Protection Act 1987; or
- (e) the deliberate default or wilful misconduct of that party, its employees, agents or subcontractors.
- 10.3 Without prejudice to Term 10.2, neither party shall under any circumstances whatsoever be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:
- (a) loss of income;
- (b) loss of business profits or contracts;
- (c) business interruption;
- (d) loss of the use of money or anticipated savings;
- (e) loss of information;
- (f) loss of opportunity, goodwill or reputation;
- (g) loss of, damage to or corruption of data; or
- (h) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.
- 10.4 Subject to Term 10.2 and Term 10.3, Cambridge Cognition Ltd's maximum aggregate liability under or in connection with this Agreement, or any collateral contract, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, shall in all circumstances be limited to a sum equal to 100% of the Fees.
- 10.5 This Agreement sets out the full extent of Cambridge Cognition Ltd's obligations and liabilities in respect of the supply of the Software. In particular, no conditions, warranties, representations or other terms, express or implied, are made by, or will be binding on, Cambridge Cognition Ltd unless specifically stated in this Agreement. Any condition, warranty, representation or other term concerning the supply of the Software which might otherwise be implied into, or incorporated in, this Agreement, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

10.6 It being understood that the Software is to be used only in academic research and you and any users you authorise are wholly responsible for the appropriate and sensitive use and application of the Software and any results provided via the Software, you hereby indemnify us against all losses (being losses of whatsoever nature, including costs (whether internal and/or external costs), damages, payments, penalties, interest, fines and compensation, howsoever they might arise, whether as a result of a tort (including negligence), breach of contract, breach of statutory duty or misrepresentation and shall include all reasonable professional fees and expenses) arising from third party claims in respect of any loss or damage, including (without limitation) for personal injury or death.

10.7 The indemnity in Term 10.6 shall apply even in the case of negligence or wilful misconduct of Cambridge Cognition Ltd.

#### 11. EVENTS OUTSIDE OF OUR CONTROL

11.1 Cambridge Cognition Ltd will work hard to try to ensure that Cambridge Cognition Ltd perform our obligations under these Terms. If despite our reasonable efforts events outside of our reasonable control cause us to fail to perform or delay our performance of any of our obligations under these Terms ("Force Majeure Event"), we shall not have any liability to you for that failure or delay.

11.2 Our obligations under these Terms will be suspended for the period during which any Force Majeure Event continues, and the time to perform such obligations will be deemed extended for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to an end or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

#### 12. TERMINATION

12.1 Once you have accepted the Contract Terms a contract is made between us and you cannot terminate this Agreement unless we fail to provide you with the goods and services we have agreed to provide.

12.2 USB Key will automatically expire and cease working at the end of the Software Licence Term as provided in our Quotation. A new USB Key will need to be purchased for continued use of the Software.

12.3 Cambridge Cognition Ltd, at its sole discretion, by written notice to you having immediate effect, may terminate this Agreement if (i) payment of the Fees are not made in full, or authorisation for the payment to Cambridge Cognition Ltd is withdrawn by your bank or credit card company; or (ii) if at any time you fail, or Cambridge Cognition Ltd suspects that you have failed, to comply with any of the provisions of this Agreement, following which:

(a) you will remain liable for all amounts due and not paid up to and including the date of termination; and/or

(b) Cambridge Cognition Ltd may prevent and prohibit your access to the Software.

12.4 Termination will not affect either party's outstanding rights or duties, including without limitation our right to recover from you any money you owe us under these Terms.

#### 13. NOTICES

13.1 All notices sent by you to us must be sent to: Cambridge Cognition Ltd at the address set out in Term 1 or by email to: info@camcog.com. We may give notice to you at either the e-mail or postal address you provide to us in the Contract Terms or any updated e-mail or postal address provided from time to time by you.

13.2 Notice will be deemed received and properly served 24 hours after an e-mail is sent or three working days after the date of posting of any letter to the UK from within the UK or seven working days after the date of posting of any letter to or from any other address. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

#### 14. TRANSFER OF RIGHTS AND OBLIGATIONS

14.1 This Agreement is binding on you and us and on our and your respective successors and assigns (where applicable).

14.2 You may not transfer, assign, charge or otherwise dispose of this Agreement, or any of your rights or obligations arising under it, without our prior written consent.

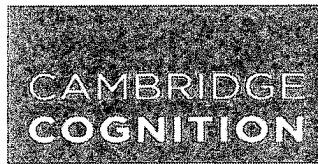
14.3 Cambridge Cognition Ltd may transfer, assign, charge, sub-contract or otherwise dispose of this Agreement, or any of its rights or obligations arising under it, at any time during the Licence Term.

#### 15. GENERAL

15.1 Cambridge Cognition Ltd reserves the right to take steps Cambridge Cognition Ltd believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that Cambridge Cognition Ltd has the right, without liability to you, to disclose any Registration Data and/or Account information to law enforcement authorities, government officials, and/or a third party, as Cambridge Cognition Ltd believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to Cambridge Cognition Ltd's right to cooperate with any legal process relating to your use of Cambridge Cognition Ltd's services and/or products, and/or a third-party claim that your use of Cambridge Cognition Ltd's services and/or products is unlawful and/or infringes such third party's rights) or to comply with a legal requirement.

15.2 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

- 15.3 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
- 15.4 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 15.5 You and we agree that this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 15.6 You and we agree that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including without limitation non-contractual disputes or claims), but that we shall have the right to take action against you in any country in which you are domiciled or resident at the relevant time or in any country we deem necessary to protect our proprietary rights or assets.




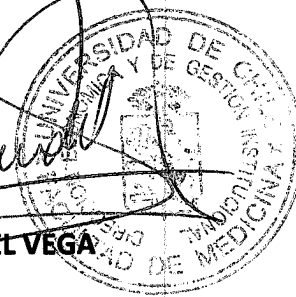


FACULTAD DE MEDICINA  
UNIVERSIDAD DE CHILE

## CERTIFICADO DE DISPONIBILIDAD PRESUPUESTARIA

De conformidad al presupuesto aprobado para esta institución por el Consejo Universitario, según lo dispuesto por el Decreto N° 1587 de abril 2014, certifico que, a la fecha del presente documento 7 de octubre de 2014, la Facultad de Medicina de la Universidad de Chile cuenta con presupuesto para el financiamiento del siguiente Servicio y/o producto de: adquisición de licencia Cantab Research v6.0 six months telephone/email support, solicitado por el Instituto de Salud Poblacional, según centro ejecutante N° 340201 - IP. Escuela de Salud Pública, cuyo monto asciende a US\$ 6,832.00.- (seis mil ochocientos treinta y dos dólares).

  
**CLAUDIO OYANE DEL VEGA**  
Director Económico y de Gestión Institucional  
Facultad de Medicina



PAC/SJP/jbp

Subdirección de Servicios (DEGI)

Avda. Independencia 1027, Santiago, Chile. Tel: (56-2) 229786950  
[www.med.uchile.cl](http://www.med.uchile.cl)



FACULTAD DE MEDICINA  
UNIVERSIDAD DE CHILE

**Solicitud: 447210**

**TERMINOS DE REFERENCIA PARA LA ELABORACIÓN DE  
TRATOS DIRECTOS**

**I. NOMBRE DEL TRATO DIRECTO**

Autoriza trato directo por la adquisición de Licencia Cantab Research v6.0 six months telephone/support, con el proveedor Cambridge Cognition Limited.

**II. SERVICIO O PRODUCTO A ADQUIRIR**

Se requiere la adquisición de Licencia Cantab Research v6.0 six months telephone/support en el marco del "Estudio de los efectos de la exposición intermitente a gran altitud, sobre la salud de trabajadores de faenas mineras"

**III. CAUSAL DE TRATO DIRECTO Y JUSTIFICACIONES PARA REALIZAR LA ADQUISICIÓN**

Que, lo anteriormente expuesto, configura la causal establecida en el artículo 10 N°7 letra J de la ley 19.886; esto es "Cuando el costo de la evaluación de las ofertas, desde el punto de vista financiero o de utilización de recursos humanos, resulta desproporcionado en relación al monto de la contratación y ésta no supera las 100 Unidades Tributarias Mensuales"

**MONTO DE LA CONTRATACIÓN**

El Monto de la Licencia es de US\$6,832.00 dólares, más gastos de transferencia bancaria.

**IV. GARANTÍA**

No aplica.

**V. ANTECEDENTES DEL OFERENTE Y OTROS DOCUMENTOS**

**Proponente:**

1. Certificado de disponibilidad presupuestaria.
2. Propuesta del oferente

**VI. DEFINICIÓN DE LA CONTRAPARTE TÉCNICA**

La contraparte Técnica será el Sr. Patricio Lagos Araya.

**VII. PAGO Y DESGLOSE DEL PAGO**

El pago del precio se efectuará vía transferencia bancaria

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www.med.uchile.cl



**FAAD DE MEDICINA**  
**UNIVERSIDAD DE CHILE**

### **VIII. REQUISITO O CONDICIONES PARA EL PAGO**

El pago se cursará por orden de la Subdirección de Finanzas, a través de transferencia bancaria.

### **IX. PLAZO Y LUGAR DE EJECUCIÓN**

El plazo máximo para la entrega del servicio será indicado en la cotización del proveedor.

### **X. ESTRUCTURA DE MULTAS**

No aplica

### **XI. ESPECIFICACIONES TECNICAS DEL PRODUCTO Y/O SERVICIO.**

Adquisición de Licencia Cantab Research v6.0 six months telephone/support.

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