

## ECBD Development and Operation Agreement

This ECBD Development and Operation Agreement is made on March 25, 2019 (the "Effective Date") between the Institute of Molecular Genetics of the ASCR, v. v. i., whose principal place of residence is at Vítězská 1083, 142 20 Prague 4, Czech Republic (the "IMG") and EU-OPENSSCREEN ERIC, whose principal place of residence is at Robert-Rössle-Strasse 10, 13125 Berlin, Germany (the "EU-OS").

(The capitalized terms used in this agreement, in addition to those above, are defined in section 23 (i.e., Definitions) of this agreement.)

**1. Development Services.** IMG shall develop and operate for EU-OS the European Chemical Biology Database (the "ECBD"). Such assignment shall include operation, hosting, maintenance, training, and user support services in connection with the ECBD according to EU-OS's "Specifications" (**see Annex 1**).

**2. Specifications.** EU-OS provides the Specifications in **Annex 1**. In the Specifications, EU-OS defines the specifications of the ECBD (including its four successive "Building Blocks", and the distinction between "ECBD Core" and "ECBD Plus" parts of the database) and the schedule for its development, delivery and operation.

**3. Development.** IMG shall use reasonable efforts to design, develop, implement, and operate the ECBD according to the Specifications.

**4. Make ECBD Available for Access.** The ECBD will be built in four successive Building Blocks, each of which ends with a milestone (defined in the Specifications). On the Effective Date, and following EU-OS's upfront payment (defined in the Specifications) for the first ECBD Building Block, IMG shall make the first ECBD Building Block available to EU-OS in an electronic, website-based format on the ECBD domain (i.e., [www.ecbd.eu](http://www.ecbd.eu)) and provide a direct link on the EU-OPENSSCREEN website linking to the ECBD website (and vice versa) or in any other way which enables EU-OS to assess the functionality of the first ECBD Building Block. The same procedure applies for the remaining three Building Blocks (defined in the Specifications).

### 5. Acceptance and Rejection

**5.1. Inspection Period.** EU-OS will have ten "Business Days" after IMG delivers and demonstrates each ECBD Building Block to inspect and test each ECBD Building Block to ensure that it meets the Acceptance Criteria (see section 5.7) described for each Building Block and the respective milestone in the Specifications (**Annex 1**) (the "Inspection Period"). Delivery of each of the four Building Blocks includes a hands-on demonstration via video call by IMG of all features of the completed Building Block (as defined in the Specifications).

5.2. **Acceptance.** If in EU-OS' sole opinion the respective ECBD Building Block meets the Acceptance Criteria described for each Building Block and the respective milestone in the Specifications, EU-OS shall accept the ECBD Building Block and cause its officiating Director General to notify IMG at least via email within five Business Days after the expiration of the Inspection Period that it is accepting the respective ECBD Building Block. IMG may submit to EU-OS an invoice for the respective Building Block immediately after receiving the acceptance notification.

5.3. **Deemed Acceptance.** EU-OS will be deemed to have accepted the ECBD Building Block if EU-OS fails to notify IMG within five Business Days after the expiration of the Inspection Period.

5.4. **Rejection.** If in EU-OS' opinion, the ECBD Building Block fails in a material way to meet the Acceptance Criteria, EU-OS may reject the ECBD Building Block by delivering to IMG a list at least via email within five Business Days after the expiration of the Inspection Period detailing each failure to satisfy the Acceptance Criteria.

5.5. **Opportunity to Cure.** If EU-OS rejects the ECBD Building Block, IMG will have two opportunities to promptly cure each failure in the ECBD Building Block and re-deliver the ECBD building block to EU-OS to re-inspect and test.

5.6. **Continued Failure to Cure.** If in EU-OS' opinion, IMG's corrections fail to satisfy the Acceptance Criteria two times, EU-OS may terminate this agreement.

5.7. **Acceptance Criteria.** "Acceptance Criteria" means the bullet points under the caption of each of the four Building Blocks listed in the Specifications (**Annex 1**).

6. **Financial compensation.** EU-OS shall pay IMG a total price of 957,937.00 € (the "Costs") comprising the development costs for the four ECBD Building Blocks as well as a yearly maintenance fee after the ECBD development has been completed.

7. **Installments of Costs.** EU-OS shall pay the Costs

7.1. in an initial down payment of 92,000 € due within 30 days from the Effective Date,

7.2. Milestone 1 payment of 92,000 € due on delivery and EU-OS's acceptance of ECBD Building Block 1, at the earliest on 1 August 2019,

7.3. Milestone 2 payment of 92,000 € due on delivery and EU-OS's acceptance of ECBD Building Block 2, at the earliest on 1 December 2019,

7.4. Milestone 3 payment of 92,000 € due on delivery and EU-OS's acceptance of ECBD Building Block 3, at the earliest on 1 April 2020,

7.5. Milestone 4 payment of 114,000 € due on delivery and EU-OS's acceptance of ECBD Building Block 4, at the earliest on 1 June 2020.

Each date mentioned above in this paragraph shall be deemed to be the delivery date for the respective Milestone.

7.6 EU-OS shall further pay as financial compensation three yearly payments for the user support and maintenance of the ECBD (defined in the Specifications)

(a) First yearly payment of 160,000 € for user support and maintenance of the ECBD due 1 March 2021 covering the year 2021, (b) Second yearly payment of 160,000 € for user support and maintenance of the ECBD due 1 March 2022 covering the year 2022, and

(c) Third yearly payment of 155,937 € for user support and maintenance of the ECBD due 1 March 2023 covering the year 2023 and the period till end of the contract on March 24, 2024.

7.7. The detailed schedule of Milestone deliveries is listed in **Annex 1** attached to this agreement.

7.8. all payments are made in immediately available funds, and

7.9. to the account IMG lists immediately below:

Account: 107-9743060267/0100 SWIFT CODE: KOMBCZPPXXX

IBAN: CZ1301000001079743060267

Payment amounts under this agreement do not include taxes, and EU-OS shall under no circumstances be obliged to pay any additional amounts in case taxes, if any, are levied upon IMG.

## **8. Liquidated Damages**

8.1 Liquidated damages will be applicable at a rate of 1.0% of each Milestone payment for each week of delay for each Building Block on a pro rata basis delayed beyond the delivery date as set forth above in section 7 ("Liquidated Damages"). In the event of a delay of any of the Building Blocks beyond the delivery date specified above in section 7, IMG shall be entitled to a grace period of seven working days. Thereafter, liquidated damages shall become due at the rate specified above for each Building Block on a pro rata basis which is delayed. The maximum amount of Liquidated Damages payable by IMG shall not exceed 30% of total Costs. The Parties agree that this is a genuine pre-estimate of loss and not a penalty.

8.2 If one or several Building Blocks become delayed beyond the respective delivery date for more than three (3) months, then EU-OS may, at its sole discretion, i. accept delivery of the Building Blocks and receive the abovementioned maximum liquidated damages, or ii. cancel the agreement in which case EU-OS shall be entitled to a refund of any and all payments made by EU-OS to IMG or iii. shall be entitled to have the delivery, installation or start-up of the Building Blocks completed by a third party, the costs of which thereto shall be claimed from IMG and which amount shall be deducted or set off from any monies which are due or which may become due and payable by EU-OS to IMG.

8.3 EU-OS may (but in no circumstances will it be obliged) at its sole discretion opt to waive its right to liquidated damages.

**9. Interest on Late Payments.** Any amount not paid when due will bear interest from the due date until paid at a rate equal to 1% per month (12.68% annually) or the maximum permissible under German Law, whichever is less.

## **10. Training and Support Services**

10.1. **Training.** IMG shall, at IMG's expense, provide EU-OS's employees via a web seminar or video call with the initial training services necessary and desirable to operate the ECBD, as further described in **Annex 1**, attached to this agreement.

#### 10.2. **Support**

(a) **Initial Support.** For the 5-year period beginning on the Effective Date, and at IMG's own expense, IMG shall provide EU-OS with telephone or electronic support during IMG's normal business hours in order to help EU-OS locate and correct problems with the ECBD.

(b) **Renewed Support.** After the initial 5-year support period, EU-OS may elect to renew IMG's support services under this paragraph for an additional 5-year period, at IMG's then-current service rates. If EU-OS opts for renewed support after 5 years, the terms and conditions for the renewed support will have to be agreed upon in a new separate contract.

### 11. **Changes to Services**

11.1. **Change Orders.** EU-OS may request changes to the ECBD by written notice to IMG.

11.2. **Additional Time or Expense.** If the proposed change will require a delay in delivery of the ECBD or would result in additional expense,

(a) IMG shall submit a proposal for the requested changes, detailing any added time and expense, and

(b) EU-OS may elect to either

(i) withdraw its proposed change, or

(ii) require IMG to provide the ECBD with the proposed change, subject to the delay and additional expense.

11.3. **Termination.** If IMG cannot, or chooses not to accept the change order, then EU-OS may terminate this agreement and pay IMG any amounts it already owes under this agreement. If an external person nominated as expert through mutual consent of both parties decides, that the changes requested by EU-OS are technically not feasible, EU-OS shall not be allowed to terminate this agreement. If the parties cannot agree after five Business Days on an external person as an expert, the expert shall be nominated by the Berlin chamber of commerce (IHK).

11.4. **Changes Made in Writing.** If the parties agree to make changes to the ECBD, the parties shall make those changes in writing, signed by each party.

### 12. **Limited Warranty**

12.1. **Service Warranty.** IMG will provide the ECBD in a professional manner consistent with general industry standards.

12.2. **Performance Warranty.** IMG warrants that the ECBD will perform substantially in accordance with the Specifications. IMG will be liable for any unauthorized alteration, theft or destruction of any of the user's data only if such unauthorized alteration, theft, or destruction is caused by a willful act or gross negligence by IMG. IMG shall be responsible for the observance and proper performance by all of its sub-contractors, including, but not limited to, CESNET, of the terms and conditions of this agreement.

**12.3. Warranty Disclaimer.** IMG does not guarantee that the ECBD will be free of minor errors, virus-free, or uninterrupted.

**13. No Infringement.** IMG hereby warrants that nothing in the ECBD, nor EU-OS's use of the ECBD, will infringe or constitute a misappropriation of the "Intellectual Property" rights of a third party. This includes all use of open-source software by IMG during the development and maintenance of the ECBD.

**14. Exclusions from Warranty.** IMG's warranties under this agreement exclude any claims by EU-OS based on defects in the ECBD caused by EU-OS, or by third parties beyond IMG's control.

### **15. Intellectual Property.**

**15.1 Inventions.** Title to a new invention, development, process, technology, design or discovery resulting from the development of the ECBD ("Invention") shall reside with the inventors or their assignors, and will be held jointly by IMG and EU-OS if IMG and EU-OS personnel are both determined to be inventors. Any new Invention, made together by inventors from both EU-OS and IMG shall be promptly disclosed by IMG in writing to EU-OS. Inventorship of any such Invention shall be determined in accordance with German patent Law and practice.

**15.2 Background IP.** Each party may contribute aspects of its existing "Intellectual Property" developed prior to or independently from this agreement (a party's "Background IP") to the development of the ECBD. Except to the limited extent required to perform a party's obligations under this agreement, neither party receives any right, title, or interest in or to any of the other party's Background IP. Nothing in this agreement shall be taken as giving either party any right, claim or interest in the Intellectual Property of the other party, including its Background IP, except if expressly stipulated in this section 15. As the inventions in the respective field are an IMG mission, the IMG has already been developing several concepts that may be part of the ECBD database but stay functionally independent on and detachable from the "ECBD Core" as described in the Specifications in **Annex 1**. Although these concepts may be turned into functional parts of the ECBD and might be to a certain level inspired or modelled to compatibility with the ECBD they come directly from the current IMG background IP and shall not be deemed an Invention. Such functional parts of the ECBD ("*ECBD Plus*") although not specifically described yet are already both directly and indirectly connected to the current IMG concepts and are part of the IMG background IP.

**15.3 Research License.** Each party shall automatically receive a non-exclusive, world-wide, royalty-free license with respect to the results of the development of the ECBD Core, including Inventions, for non-commercial internal research purposes, and not for commercialization or the benefit of any third party in any context, subject however to any specific provisions or exceptions as set forth in this agreement.

**15.4 Commercial License.** In the event that a joint Invention arises directly from the conduct of the development of the ECBD, IMG shall grant, and hereby does grant a non-

exclusive, worldwide, royalty-free, irrevocable and perpetual license to use such Invention to EU-OS, and will cooperate with EU-OS to perfect such license grant. For clarity, if a joint Invention is dependent on IMG Background IP, and EU-OS wishes to practice such Invention for commercialization purposes, then IMG shall provide a cooperation and reasonable effort to form the joint Invention and negotiate terms of a subject matter license with the EU-OS but retains all rights not to grant the commercial license.

**15.5 ECBD Plus License.** The IMG hereby opts in negotiations with the EU-OS to license the functionally independent and *ECBD Core* detachable parts of the ECBD here before called the *ECBD Plus*. This opt in shall not be understood as an exclusive license option but as a binding agreement to provide cooperation and reasonable effort to negotiate terms of a subject matter license to the *ECBD Plus*. IMG retains all rights not to grant the license.

## **16. Ownership and release of software tools developed by IMG in the course of the ECBD development.**

**16.1 Ownership.** All software prototypes, source code, software tools, final products and updates created during the development of the ECBD independently on the IMG background IP, based solely on the ECBD project foreground, without the IMG employees authorship and with specific detailed technical aspects described and predefined by EU-OS in the Specifications in **Annex 1** shall be available to EU-OS as a free license (i.e., ECBD Core). Upon request by EU-OS (in its sole discretion), IMG shall make such ECBD Core software prototypes, source code, software tools and final products unconditionally and promptly available to EU-OS in any technically appropriate manner, even after the termination of this agreement.

There may be also software tools and IP involved in the ECBD BETA testing and even in the ECBD full operation that is attached to the respective building blocks and functionalities by IMG as an independent detachable functionality provided on top of the ECBD Core technical specifications (i.e., ECBD Plus). The IMG retains all rights to these ECBD Plus software tools and IP and may utilize them independently of the ECBD in a manner that will not harm or make it impossible or ineffective to use the ECBD.

**16.2 Release of software tools developed by IMG in the course of the ECBD development.** Notwithstanding the foregoing, if IMG, during the development of the ECBD, develops specialized tools (e.g., visualization of libraries or ontologies), IMG is allowed to release those tools as open-source software and, if possible, publish these tools as a stand-alone software. However, the completed ECBD system as a whole may not be made available by IMG to any party other than EU-OS.

**17. Confidentiality Obligations.** The parties shall keep the content of this agreement confidential, except if and to the extent (i) disclosure is expressly agreed among the parties, or (ii) disclosure is required pursuant to any statute or Law, official or judicial orders, or provisions or regulations relating to any competent authority or court. The Parties shall be responsible for the observance and proper performance by all of its

representatives, employees, advisors, affiliates, and sub-contractors, if any, of the terms and conditions of these confidentiality obligations. The parties shall agree on any press releases in connection with this agreement.

## 18. Insurance

**18.1. Insurance Requirement.** IMG shall maintain the insurance necessary to cover its obligations and responsibilities under this agreement, or any amount required by Law, but in no case less than a product liability insurance of 350,000 € per claim.

**18.2. Proof of Insurance.** At EU-OS's request, IMG shall provide EU-OS with certificates or other acceptable proof of its insurance, describing the coverage of its insurance, and notice of any material change to its insurance.

## 19. Term and Termination

**19.1. Term.** This agreement begins on March 25, 2019 and will continue until March 24, 2024, unless terminated earlier pursuant to sections 5.6, 11.3, 19.2 or 19.3 (the "Term").

**19.2. Termination for Material Breach.** Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if

(a) the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and

(b) the failure, inaccuracy, or breach continues for a period of 10 Business Days after the injured party delivers notice to the breaching party reasonably detailing the breach.

**19.3. Termination for Insolvency.** If either party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with immediate effect.

## 20. Effect of Termination

**20.1. Termination of Obligations.** Subject to paragraph 20.2 below, on termination or expiration of this agreement, each party's rights and obligations under this agreement will cease immediately.

**20.2. Payment Obligations.** Even after termination or expiration of this agreement, each party shall

(a) pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered, or expenses already incurred, and

(b) refund any payments received but not yet earned, including payments for services not rendered, work not performed, or goods not delivered, expenses forwarded.

**20.3. No Further Liability.** On termination or expiration of this agreement, neither party will be liable to the other party, except for liability

(a) that arose before the termination or expiration of this agreement, or

(b) arising after the termination or expiration of this agreement and in connection with sections 15 (IP), 16 (Ownership), 17 (Confidentiality), or 5.6, 11.3, 19.2, 19.3 (Termination).

## 21. Indemnification

21.1. **Indemnification by EU-OS.** IMG (as an indemnifying party) hereby indemnifies EU-OS (as an indemnified party) against all losses and expenses arising out of any proceeding (a) brought by a third party, and

(b) arising out of a claim that the ECBD infringes the third party's Intellectual Property rights.

21.2. **Mutual Indemnification.** Each party (as an indemnifying party) hereby indemnifies the other (as an indemnified party) against all losses arising out of any proceeding

(a) brought by either a third party or an indemnified party, and

(b) arising out of the indemnifying party's willful misconduct or gross negligence.

### 21.3. Notice and Failure to Notify

(a) **Notice Requirement.** Before bringing a claim for indemnification, the indemnified party shall

(i) notify the indemnifying party of the indemnifiable proceeding, and

(ii) deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.

(b) **Failure to Notify.** If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying party will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.

21.4. **Exclusive Remedy.** The parties' right to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in this section.

22. **Limitation on Liability.** Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.

## 23. Definitions

"Acceptance Criteria" means the bullet points under the caption of each of the four Building Block listed in the Specifications (**Annex 1**).

"Background IP" is defined in section 15.2.

"Building Block" represents a part of the ECBD. Four individual Building Blocks constitute the ECBD. Each of the four Building Blocks is described in the "Specifications".

"Business Day" means a day other than a Saturday, a Sunday, or any other day on which the principal banks located in Berlin, Germany are not open for business.

"Costs" is defined in section 6.

"ECBD" is the abbreviation of European Chemical Biology Database. It represents the Delivery of this agreement and is defined in section 1.

"ECBD Core" is the part of the ECBD where EU-OS is entitled to receive the source code from IMG upon request. It is defined in the Specifications (**Annex 1**).

"ECBD Plus" is a part of the ECBD where EU-OS is not entitled to receive the source code from IMG. The ECBD Plus is an in-kind contribution from IMG and its design is not fully determined yet at this stage. Its current design is defined in the Specifications (**Annex 1**).

"Effective Date" is defined in the introduction to this agreement.

"Governmental Authority" means

- (a) any federal, state, local, or foreign government, and any political subdivision of any of them,
- (b) any agency or instrumentality of any such government or political subdivision,
- (c) any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that its rules, regulations or orders have the force of Law), or
- (d) any arbitrator, court or tribunal of competent jurisdiction.

"Intellectual Property" means any and all of the following in any jurisdiction throughout the world

- (a) trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing,
- (b) copyrights, including all applications and registrations related to the foregoing,
- (c) trade secrets and confidential know-how, including but not limited to any new invention, development, process, technology, design or discovery,
- (d) patents and patent applications,
- (e) websites and internet domain name registrations, and
- (f) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present, and future infringement, and any other rights relating to any of the foregoing).

"Inspection Period" is defined in section 5.1.

"Invention" is defined in section 15.1.

"Law" means

- (a) any law, statute, by law, rule, regulation, order, ordinance, treaty, decree, judgment, and
- (b) any official directive, protocol, code, guideline, notice, approval, order, policy, or other requirement of any "Governmental Authority" having the force of law.

"Liquidated Damages" is defined in section 8.1.

"Specifications" is defined in section 2.

"Term" is defined in section 19.

## 24. General Provisions

24.1. **Entire Agreement.** The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement,

(a) represent the final expression of the parties' intent relating to the subject matter of this agreement,

(b) contain all the terms the parties agreed to relating to the subject matter, and

(c) replace all of the parties' previous discussions, understandings, and agreements relating to the subject matter of this agreement.

### 24.2. Counterparts

(a) **Signed in Counterparts.** This agreement may be signed in any number of counterparts.

(b) **All Counterparts Original.** Each counterpart is an original.

(c) **Counterparts Form One Document.** Together, all counterparts form one single document.

24.3. **Amendment.** This agreement can be amended only by a writing signed by both parties.

24.4. **Assignment.** Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.

24.5. **Binding Effect.** This agreement will benefit and bind the parties and their respective heirs, successors, and permitted assigns.

### 24.6. Notices

(a) **Method of Notice.** The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, or (v) electronic mail to the party's address specified hereafter:

If for the IMG then the electronic mail is: [office@img.cas.cz](mailto:office@img.cas.cz).

If for the EU-OS then the electronic mail is: [office@eu-openscreen.eu](mailto:office@eu-openscreen.eu).

(b) **Receipt of Notice.** A notice given under this agreement will be effective on

(i) the other party's receipt of it, or

(ii) if mailed, the earlier of the other party's receipt of it and the fifth Business Day after mailing it.

### 24.7. Governing Law and Consent to Jurisdiction and Venue

(a) **Governing Law.** This agreement, and any dispute arising out of this agreement, shall be governed by German Law.

(b) **Consent to Jurisdiction.** Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the courts in Berlin, Germany, in connection with any matter arising out of this agreement or the transactions contemplated under this agreement.

(c) **Consent to Service.** Each party hereby irrevocably

(i) agrees that process may be served on it in any manner authorized by German Law, and

(ii) waives any objection which it might otherwise have to service of process under German Law.

24.8. **Force Majeure.** A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is

(a) beyond the reasonable control of a party,

(b) materially affects the performance of any of its obligations under this agreement, and

(c) could not reasonably have been foreseen or provided against, but

will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

24.9. **Waiver**

(a) **Affirmative Waivers.** Neither party's failure or neglect to enforce any rights under this agreement will be deemed to be a waiver of that party's rights.

(b) **Written Waivers.** A waiver or extension is only effective if it is in writing and signed by the party granting it.

(c) **No General Waivers.** A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.

(d) **No Course of Dealing.** No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

24.10. **Severability.** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

24.11. **Interpretation**

(a) **References to Specific Terms**

(i) **Accounting Principles.** Unless otherwise specified, where the character or amount of any asset or liability, item of revenue, or expense is required to be determined, or any consolidation or other accounting computation is required to be made, that determination or calculation will be made in accordance with the generally accepted accounting principles defined by the professional accounting industry in effect in Germany ("German GAAP").

(iii) **"Including."** Where this agreement uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."

(iv) **"Knowledge."** Where any representation, warranty, or other statement in this agreement, or in any other document entered into or delivered under this agreement, is expressed by a party to be "to its knowledge," or is otherwise expressed to be limited in scope to facts or matters known to the party or of which the party is aware, it means:

(1) the then-current, actual knowledge of the directors and officers of that party, and  
(2) the knowledge that would or should have come to the attention of any of them had they investigated the facts related to that statement and made reasonable inquiries of other individuals reasonably likely to have knowledge of facts related to that statement.

(v) **Statutes, etc.** Unless specified otherwise, any reference in this agreement to a statute includes the rules, regulations, and policies made under that statute and any provision that amends, supplements, supersedes, or replaces that statute or those rules or policies.

(b) **Number and Gender.** Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.

(c) **Headings.** The headings used in this agreement and its division into sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.

(d) **Internal References.** References in this agreement to sections and other subdivisions are to those parts of this agreement.

(e) **Calculation of Time.** In this agreement, a period of days begins on the first day after the event that began the period and ends at 5:00 p.m. CET Time on the last day of the period. If any period of time is to expire, or any action or event is to occur, on a day that is not a Business Day, the period expires, or the action or event is considered to occur, at 5:00 p.m. CET Time on the next Business Day.

(f) **Conflict of Terms.** If there is any inconsistency between the terms of this agreement and those in any schedule to this agreement or in any document entered into under this agreement, the terms of this agreement will prevail. The parties shall take all necessary steps to conform the inconsistent terms to the terms of this agreement.

24.12. This Agreement is subject to publication in the Register of Contracts under the Czech Act No. 340/2015 Coll., on the Register of the Contracts. Contractor shall arrange for publication of the Agreement in the stated Register of Contracts, whereas the extent of publication will be agreed by the parties.

**Annexes:**

**Annex 1** (ECBD Technical Specifications)

This agreement has been signed by the parties.

In Prague, March 15, 2019

In Berlin, March 25, 2019

Institute of Molecular Genetics of the  
ASCR, v. v. i.

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Name: Petr Dráber, PhD.

Name: Wolfgang Fecke, Ph.D.

Title: Institute director

Title: Director General

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