

# CONTRACT SERVICE AGREEMENT

This Contract Service Agreement (Agreement) is entered into on 16<sup>th</sup> March 2020 by and between

Institute of Microbiology, v. v. i., CAS  
Víteňská 1083, 14220 Praha 4  
VAT No. CZ61388971  
Czech Republic  
(hereinafter referred to as "IM")

and

Universitat Pompeu Fabra, Servei de Genomica  
Office 766 & Lab. 863, Doctor Aiguader 88, 08003 Barcelona  
VAT No. Q5850017D  
Spain  
(hereinafter referred to as „SG“)

## 1. Definitions:

In this Agreement the following expressions shall have the meaning respectively assigned hereto:

a. "Confidential Information" with respect to a Party, means any and all information in written, electronic, verbal or other form relating directly or indirectly to the present or potential business, operations or financial condition of a Party, the information, reports and data provided for availing the services under this Agreement (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to customers, potential customers, evaluation data, technical solutions and other related data generated during the tenure of this Agreement or related to the Project, intellectual property information etc.) excluding any such information which (i) is known to the public (through no act or omission of the receiving Party in violation of this Agreement); (ii) is lawfully acquired by the receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the receiving Party without breach of this Agreement; or (v) is required to be disclosed by any governmental or judicial order.

b. "SG contact person" means [REDACTED], or a person designated by him or his successor in office;

c. "IM contact person" means [REDACTED], or a person designated by him or his successor in office;

## **2. Scope of works, Protocol(s), Reporting**

2.1 SG will prepare the library from 650 PCR products provided by the user, add Illumina indexes, validate, quantify and pool the samples to sequence up to 680 samples during the year 2020.

2.2 The Parties can in mutual consultation agree to modify the scope of works as amendment to this contract.

2.3 The Project will be carried out under the responsibility and supervision of IM and IM contact person, subject to the Protocol and any other inputs and appropriate direction and suggestion as may be given by SG from time to time.

2.4 After completing the scope of works by SG, the written protocol will be provided to IM containing the results in the mutually agreed format.

## **3. Fees and consideration:**

3.1 In connection with the conduct of the Project, IM shall pay to SG a remuneration of each sample for 28 EUR excl. VAT, payable in accordance with the terms as agreed upon. The maximal financial volume of this contract is 500.000,- CZK excl. VAT (corresponding to approximately 19 000 EUR).

3.2 After successful completion/achievement of the Project, SG shall issue the invoice for all amount of remuneration to be paid within 30 days from receiving by IM.

## **4. Confidentiality and Publication.**

4.1 The Deliverables and results of the Project and all information including all work(s) done by SG in connection with the Project will be treated as confidential and will not be published nor shall be used by IM or disclosed otherwise unless a prior written consent thereto has been obtained from SG;

4.2 IM hereby undertakes and agrees to:

a. Use all information of the Project for the purposes envisaged under this Agreement and not to use the same for any other purpose whatsoever;

b. Ensure that only those of its officers, employees, representative(s) who are directly concerned with the carrying out of this Agreement have access to the confidential information on a strictly applied "need to know" basis and are informed to the secret and confidential nature of it;

c. Keep the confidential information secret and confidential and shall not directly or indirectly disclose or permit to be disclosed the same to any third Party for any reason without the prior written consent of the disclosing Party; and

d. Not copy, reproduce or otherwise replicate for any purpose or in any manner any documents containing the confidential information.

4.3 The above restraints on use, release, and / or disclosure shall not apply to information which:

a. at the time of such delivery or disclosure are known to IM;

b. at the time of delivery or disclosure or subsequent thereto are generally available to the public through no fault of IM; or

c. subsequent to the time of delivery or disclosure of Confidential Information, become or are made available to IM by a third Party having the lawful right to do so;

4.4 IM shall maintain the obligation(s) of confidentiality for twenty (20) years after the expiration of this Agreement.

4.5 The confidentiality clause does not limit IM legal obligation to publish the contract content.

## **5 Term and Terminations:**

5.1 This Agreement shall become effective as of the date of signature by both Parties and shall continue unless mutually terminated in writing by the Parties.

5.2 Notwithstanding the provisions of the preceding paragraph either Party shall have the right at any time by notice to be given by registered airmail or through international reputed courier or by telefax to terminate this Agreement forthwith in the event of the other Party committing or permitting a serious breach of any of its provisions of this Agreement and failing to remedy such breach within sixty (60) days after notice thereof will have been given by telefax or by courier or by registered airmail to such other Party.

## **6. Assignment**

IM shall not at any time without the prior written consent of SG assign, transfer or in any way pass over any of its rights and obligations covered under this Agreement to any third party (ies)

## **7. Force Majeure**

7.1 In the event that the carrying out of any or all of either Parties' obligation(s) hereunder is prevented, restricted or interfered with by reason of any cause whatsoever, outside the reasonable control of the Party concerned or by reason of fire, explosion, breakdown, strike, lock-out, labor disputes, casualty or accident, lack or failure of transportation facilities, flood, lack or failure of sources of supply or of labor, raw materials or energy, civil commotion, blockage or embargo, any law, regulation, decision, demand or requirement of any national or local government or authority, then the Party so affected

shall be relieved from its obligation(s) to the extent of such prevention, restriction or interference. The Party claiming relief shall, without delay, notify the other Party by registered airmail or by telefax of the interruption and cessation thereof and shall use its best efforts to remedy the effects of such hindrance with all reasonable dispatch. The onus of proving that any such Force Majeure event exists shall rest upon the Party so asserting.

7.2 Upon cessation of such Force Majeure event the Parties hereto shall use their best efforts to make up deliveries so omitted.

7.3 If such Force Majeure event is anticipated to continue, or has existed for nine (9) consecutive months or more, this Agreement may be forthwith terminated by either Party by registered airmail or by courier (of an international reputed company) or by telefax, in case of such termination the terminating Party will not be required to pay to the other Party any indemnity whatsoever.

## 8. Partial Validity

In the event any provision of this Agreement should be held invalid, the Parties undertake to use reasonable efforts in order to achieve that such provision is modified in mutual agreement in accordance with the spirit and intent of this Agreement, so that the same becomes valid again and the remaining parts of the Agreement shall not be affected thereby.

## 9. Applicable Law; Disputes

9.1 This agreement, including the issue of whether it was validly concluded, nullity and its pre-contractual and post-contractual effects, shall be governed by Czech law, and the conflict of laws rules of private international law shall be excluded. The place of jurisdiction shall be Prague.

9.2 This Contract shall be made in two counterparts, of which each Party shall receive one.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement in duplicate in the manner legally binding upon them.

Executed by SG and IM.

For SG

For Institute of Microbiology ASCR, v.v.i.

Barcelona, 17.3.2020

Prague, 16.3.2020

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Ferran Casals  
Director

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Ing. Jiří Hašek, CSc.  
Director of the Institute