

CONTRACT

The present Contract, executed in Martonvásár, on June 30, 2020, by and between:

Agricultural Institute, Centre for Agricultural Research

H-2462 Martonvásár, Brunszvik u. 2. HUNGARY represented by:

Dr. Ervin Balázs, Director-General, hereinafter referred to as the 'Purchaser';

and

Institute of Experimental Botany AS CR, v.v.i., Rozvojová 263, 165 02 Praha 6, Czech Republic, represented by:

Dr. Martin Vágner, Director, hereinafter referred to as the 'Contractor'.

§ 1

1. The Contractor hereby covenants with the Purchaser isolating and sequencing in one lane of the **Illumina NovaSeq 6000 Sequencing System one wheat chromosome arm**. During the sequencing 2x250bp paired-end reads will be produced with a total amount of 100Gbp (200 million read) per lane.
2. In the frame of **NKFI-K-129221** project the Purchaser orders and the Contractor undertakes to carry out all indispensable activities for the completion of the Object of the Contract, described in paragraph 1 above.
3. The work on the Objective of the Contract shall commence on **30. 06. 2020** and end not later than on **30. 12. 2020**. However the Parties allow for the possibility of early completion.

§ 2

1. The Contractor declares that its expertise, experience, and resources are sufficient to accomplish the Objective of the Contract.

§ 3

1. The lump sum amount for the Objective of the Contract shall be equal to the **EUR 2950 (VAT included)**.
2. The Purchaser's international Tax Identification Number is: HU 15300519.
3. The Contractor's Tax Identification number is CZ61389030.

§ 4

1. The invoicing will take place in two stages:
 - 50% on the initiation of the project
 - 50% at the end of the service.
2. Act of acceptance of services shall be signed prior to any payment. The payments shall be made within 30 days of the delivery of invoice.
3. The remuneration that is due to the Contractor shall be paid transferred from the Purchaser's bank account to the Contractor's bank account indicated in the invoice.

4. The payment place shall be the Purchaser's bank.
5. Parties co-operate with each other through their appointed representatives.

Person entitled to sign the Act of acceptance of services on behalf of the 'Purchaser':

Andras Cseh

Contacts:

Person entitled to sign the Act of acceptance of services on behalf of the 'Contractor':

Contacts: Institute of Experimental Botany AS CR, v.v.i., Centre of Plant Structural and Functional Genomics, Šlechtitelů 31, 78371 Olomouc, Czech Republic; Phone:

§ 5

1. Any statements of the Parties shall be made in writing under pain of nullity, and duly posted by registered mail or delivered with a return receipt.
2. In case one or more of the provisions set forth in this Contract shall be held invalid, the validity of the entire Contract shall not be affected, and if such an event occurs, the Parties shall replace the invalid provision with a provision fully corresponding with the key objective of this Contract and other provisions hereof.

§ 6

1. Neither this Contract nor other rights and obligations hereunder shall be assigned or otherwise transferred by one Party without prior written consent of the other Party.
2. The Contractor shall be obliged to obtain written consent from the Purchaser for the purpose of assigning its rights and obligations hereunder, also in case the Contractor wishes to change its legal form.
3. To all matters not settled herein the laws of Hungary and the Hungarian Civil Code shall apply.
4. Any amendments or supplements to this Contract require written consent of the Parties in the form of an amendment to this Contract under pain of nullity.
5. Complying with the provision of point No. 1. of subsection (1) of section 3.§ of Act No. CXCVI. of 2011 on the national property, the Contractor hereby declares that its Company is qualified as a transparent legal association. Parties acknowledge that the State Audit Office of Hungary has the right to inspect the lawful and conventional use of budgetary assets coming from the central budget. The parties also acknowledge that references to trade

secrets can be made only within the limits of sections 26-27. § of Act No. CXII. of 2011 on Informational Self-determination and Freedom of Information.

For the verification of the above criteria of transparency, Contractor gives consent to data handling by Purchaser concerning the data related to transparency, specified by the subsection of (6) of section 41. § of Public Finances until the limitation of the liabilities resulting from the present Contract. Contractor acknowledges his obligation to report any change to the Purchaser in any of the above circumstances within 5 (five) calendar days. Contractor also acknowledges and fully agrees that the Purchaser is entitled and obliged to terminate the present contract with immediate effect or at the earliest possible date, or – in case the contract has not yet come into effect – Purchaser is entitled to rescind from the contract, if it the above statement proves to be untrue.

The present statement is attached to the Contract.

6. This Contract shall be executed in two (2) counterparts, one (1) for each Party thereto.

Place and date of signature:

.....
Martonvásár 07. 07., 2020

The Purchaser

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PRAGUE, JULY 22, 2020

The Contractor

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Dr. Ervin Balázs
Director-General

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Dr. Martin Vagner
Director
Institute of Experimental Botany AS CR, v.v.i.
Kročova 263, Praha 6 - Lysolaje, CZ 165 02
VAT No. CZ61389030

Date of financial countersignature:

Marianna Kiss-Bander
Financial Director