

Czech University of Life Sciences  
Prague  
Kamycka 129  
Prague - Suchdol  
165 00  
Czech Republic  
VAT No 60460709



University  
of Glasgow

**Please reply to:**  
Head of Legal  
Research Support Office  
Glasgow University  
University Avenue  
Glasgow  
G12 8QQ

PO 1432/2020

Dear Sirs,

**OFFER REFERENCE NO.**

*Offer for the Purchase of Services*

We, The University Court of the University of Glasgow incorporated under the Universities (Scotland) Act 1889 and having our principal office at University Avenue, Glasgow G12 8QQ, a registered Scottish charity in terms of Section 13 (2) of the Charities and Trustee Investment (Scotland) Act 2005 (Charity Number SC004401, Charity Name 'University of Glasgow Court') (the "**University**") have pleasure in offering to purchase the Services (as defined below) from you, Czech University of Life Sciences Prague, Kamycka 129, Prague - Suchdol, 165 00 Czech Republic (the "**Supplier**"), subject to the terms and conditions of contract attached to this offer letter, the work plan set out at Annex 1, and as set out below (together, the "**Contract**").

- Services:** Those services set out in Annex 1 to this offer letter together with such other services as may be agreed in writing between the parties during the Term.
- Price:** The amount due to the Supplier for the provision of the Services as set out in Annex 1 to this offer letter.
- Payment Arrangements:** The invoice dates as set out in Annex 1.
- Term:** From 1<sup>st</sup> October 2020 until completion of the Services to the reasonable satisfaction of the University.

In providing the Services, the Supplier will:

1. conduct the Services diligently, with reasonable skill and care and in accordance with the terms set out in this Contract;
2. make available all necessary personnel, resources and facilities required to properly conduct the Services;
3. carry out the tasks set out in Annex 1 in a timely manner and in accordance with the timescales set out therein;
4. deliver all Services deliverables to the University promptly in accordance with the deadlines set out in Annex 1;
5. promptly notify the University of any delay or anticipated delay in performance of the Services or any failure to meet any milestones set out in Annex 1, or in delivery of any Services deliverables;
6. comply timeously with all and any reporting requirements and requests for information from the University relating to the conduct of the Services and the results thereof;
7. obtain all regulatory and ethical licences, consents and approvals required to conduct the Services, and comply with all relevant legislation, rules, regulations and codes of practice relating to conduct of the Services, including the Data Protection Act 1998 (as amended from time to time); and

- 8. ensure that any collection and subsequent use, storage, transportation and destruction (including by electronic means) of personal data and samples in connection with the Services is carried out to the appropriate national standards and codes of practice, in accordance with all relevant legal requirements and with the relevant ethical approvals and patient consents (where required), and in accordance with any instructions given by University.


The University acknowledges that the Supplier is obliged to provide information at the request of a third party in accordance with Act No. 106/1999 Coll., on Free Access to Information, as amended (Czech law), and agrees, so that all the information contained in this Agreement has been provided to third parties upon their request in accordance with the cited law.

The University acknowledges that the Supplier is an entity obliged to publish contracts in the register of contracts in accordance with Act No. 340/2015 Coll., On special conditions of effectiveness of certain contracts, publication of these contracts and on the register of contracts (Act on the Register of Contracts), as amended (Czech law) and if this Contract meets the conditions for its mandatory publication, the Supplier will publish it in the register of contracts in accordance with the cited law.

The University and the Supplier declare that all performances related to the subject of this Contract provided before this Contract enter into force shall be included in the performance under this Contract at the time this Contract enters into force and The University and the Supplier will therefore not assert any claims against each other for unjust enrichment.

We look forward to receiving your acceptance in due course.

Yours faithfully

DocuSigned by:  


Date.....

For and on behalf of The University  
 Court of the University of Glasgow

We the undersigned hereby confirm our acceptance of this Offer Reference subject to the terms and conditions of contract attached to this offer letter and the terms set out above.




Signature.....

Date.....

Title: prof. Ing. Petr Sklenička, CSc., rector of the Supplier

For and on behalf of Czech University of Life Sciences Prague  
 (duly authorised in that respect)

## THE UNIVERSITY OF GLASGOW

### TERMS AND CONDITIONS FOR THE RECEIPT OF SERVICES

#### 1. ACCEPTANCE OF TERMS AND CONDITIONS

- 1.1 All contracts and transactions for the provision of the Services between the University and the Supplier whether made orally or in writing are subject to these terms and conditions which shall be deemed to be incorporated in any such contract or transaction between the University and the Supplier.
- 1.2 These terms and conditions together with the offer letter attached hereto and the work plan annexed shall constitute the whole agreement between the University and the Supplier (hereafter together referred to as the "**Contract**") and may not be modified or varied unless specifically accepted by the University in writing.
- 1.3 In the event of any conflict between these terms and conditions and the terms and conditions, if any, in any communication from the Supplier (whether before or after the date of the University's offer) these terms and conditions shall prevail.

#### 2. DURATION AND DELIVERY

- 2.1 The Services will be provided by the Supplier during the Term set out in the offer letter. Services shall be carried out at the premises of the Supplier unless otherwise agreed in writing.
- 2.2 The Supplier shall ensure that it meets the delivery timescales for the Services set out in the offer letter or otherwise agreed in writing between the parties.

#### 3. PAYMENT

- 3.1 Subject to performance by the Supplier of its obligations under the Contract, the University will pay the Price for the Services as set out in, or calculated according to the rate set out in, the offer letter (as the case may be).
- 3.2 The Supplier shall invoice the University in respect of the Price in accordance with the timetable set out in the offer letter or, failing such timetable, monthly in arrears. The University shall make payment to the Supplier within 30 days following the date of its receipt of the Supplier's invoice.
- 3.3 Unless otherwise agreed in writing between the University and the Supplier, interest at the rate of one per cent (1%) per annum above the base rate from time to time of Clydesdale Bank plc will be due and payable (calculated on a daily basis) on all sums due to be paid by the University from the due date for payment until settlement in full.
- 3.4 The University shall be entitled to withhold payment of any amount payable under the Contract to the Supplier in respect of any disputed claim of the University in respect of the Services provided or any other alleged breach of the Contract, and the University be entitled to set-off any amount payable under the Contract to the Supplier against any monies for which the Supplier disputes liability.
- 3.5 All sums due under this agreement will be paid in pounds sterling (£) or any currency replacing pounds sterling in its entirety in Scotland.
- 3.6 Where the Price is stated exclusive of VAT, VAT shall, to the extent due, be payable by the University. Unless otherwise stated, all Prices shall be deemed to be inclusive of VAT. VAT, where applicable, must be shown separately on all invoices.
- 3.7 Any payment made shall be without prejudice to the University's rights, should any of the Services or deliverables prove unsatisfactory or not in accordance with the Contract.

#### 4. RISK AND TITLE

- 4.1 Where any goods or other articles belonging to the University have been delivered to the Supplier to enable it to conduct the Services, the risk of loss or damage to such goods and/or articles shall remain with the Supplier whilst such goods and/or articles are in its possession. Title, however, shall not pass to the Supplier.

- 4.2 Property and risk in any Service deliverables to be delivered under the Contract shall pass to the University immediately after delivery has been satisfactorily effected, provided that such passing shall not prejudice either (i) the University's right to reject for non-conformity with specification or this Contract; or (ii) any other rights that the University may have under the Contract, provided that where advance or progress payments are made title but not risk shall pass to the University as soon as items are allocated to the Contract. All items so allocated shall be adequately marked and recorded as being the property of the University.

5. **SERVICE STANDARDS**

- 5.1 Without prejudice to any rights the University may have by statute, common law or otherwise, the Supplier hereby warrants and undertakes that:

5.1.1 all Services will be supplied or performed, in accordance with applicable law, by suitably qualified and trained personnel who will carry out their duties with due care and diligence using materials and equipment appropriate for the purpose;

5.1.2 all Services will be supplied in accordance with any conditions or standards set out in the offer letter or otherwise to such high standard of quality as is reasonable for the University to expect in all the circumstances; and

5.1.3 all deliverables to the best of Supplier's knowledge will be free from errors, and defects in materials and workmanship and will not infringe the proprietary rights of any third party.

- 5.2 Without prejudice to any other remedy, if any deliverables or Services are not supplied or performed in accordance with the Contract, University shall be entitled to require Supplier to re-perform the Services free of charge in accordance with the Contract or any other relevant specifications within 7 days or such other period specified by University.

- 5.3 The Supplier shall and hereby agrees to indemnify the University in respect of any loss, liability or damage (including but not limited to liability for death or injury) that the University may suffer as a result of or in connection with the Supplier's negligence, wilful misconduct or breach of this Contract in the performance of the Services. This indemnity given by the Supplier shall not apply to any loss, liability or damage attributable to the negligence or wilful misconduct of the University or any of its employees or agents. The Supplier hereby warrants and undertakes to the University that it:

5.3.1 has, as at the date hereof, effected insurance in respect of such liability;

5.3.2 shall at all times maintain such insurance on such terms and conditions as the University may require in respect of any such claims; and

5.3.3 shall produce to the University when required to do so, proof that any such insurance is in force.

- 5.4 The University agrees that if it is notified by any third party of any claim or potential claim arising from or in connection with the Services or the use of the results of the Services then the University shall:

5.4.1 forthwith inform the Supplier of such claim or potential claim;

5.4.2 take all reasonable steps to prevent judgment by default being granted in favour of any such third party; and

5.4.3 ensure that the Supplier is given the right to conduct proper consultations with the party concerned and (where appropriate) the defence (including, without limitation, settlement, litigation or appeal) of any such claim. If reasonably requested by the University such defence shall be jointly conducted by the University and the Supplier.

6. **INTELLECTUAL PROPERTY**

- 6.1 All results of the Services and all intellectual property rights (including, without limitation, copyrights, moral rights, rights in and to inventions, patents, database rights, trade marks and trade names, semi-conductor topography rights, plant variety rights, rights in goodwill and to sue for passing off, designs and design rights (registered and unregistered), utility models, supplementary protection certificates and other extensions of patent term and all rights of a similar nature in any part of the world, and applications and the right to apply for registration of any intellectual property rights) created by the Supplier in the performance of the Services (collectively, the "**Service IPRs**") will belong to the University unless otherwise agreed in writing between the

parties. The Supplier hereby assigns to the University, and agrees to assign to the University, at the cost and expense of the Supplier, the Service IPRs.

- 6.2 Clause 6.1 does not affect the ownership of any Background or its modifications enabling the use of the Background for the purpose of the performance of the Services. Background means any information or intellectual property (other than the Service IPRs), which is introduced to or is used in implementation of the Services and which is in full or partial ownership or control of the Supplier.
- 6.3 The Supplier will execute such documents as the University may reasonably request to perfect the University's title to the Service IPRs.
- 6.4 The Supplier will deliver to the University, on request, all results of the Services and physical embodiments of any and all Service IPRs.
- 6.5 Except as expressly set out in Condition 6.1, these terms and conditions do not, and are not intended to, transfer or grant any licence in respect of any intellectual property rights of the University and/or the Supplier in existence prior to the date of the Contract or generated outwith the Services. All such confidential information and intellectual property rights of a party are and shall remain the property of that party.

## 7. CONFIDENTIAL INFORMATION

7.1 For the purposes of this Condition 7, "**Confidential Information**" shall mean, with respect to a party, information relevant to the business, research and development activities, affairs, plans, finances and strategies of that party which would reasonably be considered confidential including, without limitation, information about inventions, designs, processes, , products, trade secrets, details of employees and officers and of the remuneration and other benefits paid to them, technical data, know-how and other information relating to the business of the relevant party or any of its suppliers, clients, customers, agents, distributors, shareholders or management.

7.2 Subject to Conditions 7.3 and 7.4, each of the Supplier and the University will not:

- 7.2.1 divulge or communicate to any person, firm, business entity or other organisation;
- 7.2.2 use for its own purposes; or
- 7.2.3 through any failure to exercise due care and diligence, cause any unauthorised disclosure of,

any Confidential Information of the other which comes to its attention in connection with the Contract or otherwise.

7.3 The obligations of confidentiality contained in Condition 7.2 will not apply to any information which the party under the relevant obligation can show:

- 7.3.1 is in, or at any time comes into, the public domain, other than by a default of the relevant party, its employees, officers or agents;
- 7.3.2 was known to it prior to entering into this agreement and which is not covered by any obligation of confidentiality or non-use owed by it to a party to this agreement or to a third party from whom the information was obtained;
- 7.3.3 is made available to it during the period of this agreement or thereafter by a third party without any obligation of confidence; or
- 7.3.4 is required to be disclosed by (i) law (including, but not limited to, any information which requires to be disclosed under the Freedom of Information (Scotland) Act 2002 and the Environmental Information (Scotland) Regulations 2004), (ii) any regulatory authority, or (iii) any court of competent jurisdiction.

7.4 Each of the University and the Supplier will ensure that the Confidential Information of the other is disclosed to its employees, directors and/or officers on a need to know basis only. Each of the University and the Supplier will ensure that its employees, directors and/or officers to whom the Confidential Information of the other is disclosed, are made aware of the confidential nature thereof and comply at all times with the terms of this Condition 7.

7.5 The Supplier understands and acknowledges that certain of the Confidential Information disclosed by the University may belong to one or more parties engaged with the University on a project to which the Services relate. The Supplier therefore agrees that any loss suffered by any such party as a result of a breach of Condition 7.2 by the Supplier shall be deemed to be a direct loss suffered by the University and therefore shall be recoverable by the University under the Contract as if such loss was in fact suffered by the University.

## 8. **TERMINATION**

8.1 The Contract may be terminated:

8.1.1 by the University by giving 15 days' notice in writing to the Supplier;

8.1.2 forthwith by each party giving written notice to the other party in the event of material breach by the other which is irremediable or, if remediable, within 15 days following notice of such breach being given if the party in breach fails to remedy same;

8.1.3 forthwith by written notice from the University to the Supplier in any of the following events:

(a) the Supplier becoming apparently insolvent or compounding with its creditors or on the appointment of a liquidator, receiver or administrator over all or on any of its assets or carrying out or undergoing any analogous act or proceeding under foreign law;

(b) the Supplier threatening to cease trading on the sale of the whole or any part of the business or assets of the Supplier or in the event of change of beneficial ownership thereof; or

(c) the Supplier being subject to a change of control.

8.2 Termination of these Conditions shall not affect the rights and obligations of the parties under Condition 6 (Intellectual Property), Condition 7 (Confidential Information), Condition 9 (Notices) and Condition 10 (General) which shall continue notwithstanding termination.

8.3 Termination of the Contract shall not affect the rights of either party against the other in respect of the period up to the date of termination.

## 9. **NOTICES**

9.1 Any notice required to be given under the Contract will be served personally or by first class post, or courier, if to the University to the address given for the University on the offer letter and, if to the Supplier, to the registered office or principal business address of the Supplier or such other address as may be provided by the Supplier to the University from time to time for the purpose. Any notice so given will be deemed to have been duly served if personally delivered or delivered by courier, on the day of delivery or, if sent by post, forty-eight (48) hours after posting, and in proving service it will be sufficient to produce a copy of the notice properly addressed, or courier's evidence of delivery, as the case may be.

## 10. **GENERAL**

10.1 The Supplier shall not be entitled to assign, transfer or sub-contract the Contract or any benefit thereunder whether in whole or in part. The University shall be entitled to sub-contract the performance of any part of the Contract but shall remain primarily responsible to the Supplier.

10.2 Any delays in or failure of performance by either party of its obligations under the Contract shall not be considered a breach of the Contract if and to the extent that such delay or failure is caused by occurrences beyond the reasonable control of that party including, but not limited to acts of God; acts, regulations and laws of any government; strikes or other concerted acts of workers; fire; floods; explosions; riots; wars; rebellion; and sabotage; and, without prejudice to any rights of termination hereunder, any time for performance under the Contract shall be extended by the actual time of delay caused by any such occurrence.

10.3 No failure or delay by any party in exercising any right or remedy under the Contract will operate as a waiver of such right or remedy nor will any single or partial exercise or waiver of any such right or remedy preclude its further exercise or the exercise of any other right or remedy.

10.4 The Contract does not create any partnership or agency relationship between the University and the Supplier.

- 10.5 The Supplier hereby undertakes to comply with all applicable laws, regulations and statutes including those relating to anti-bribery as detailed in the Bribery Act 2010 and other analogous legislation.
- 10.6 If any term of the Contract is or becomes invalid, or is ruled illegal by any court of competent jurisdiction or is deemed unenforceable under then current applicable law from time to time in effect during the Term, it is the intention of the parties that the remainder of the Contract will not be affected thereby provided that the parties' rights under the Contract are not materially altered. It is further the parties' intention that in lieu of each such invalid, illegal or unenforceable term, there will be substituted or added as part of the Contract a valid, legal and enforceable term which in effect will be as similar as possible to the effect of the original invalid, illegal or unenforceable term.
- 10.7 The Contract shall be governed by and interpreted according to the laws of Scotland and all claims and disputes between the parties arising out of or in connection with this Agreement (whether or not contractual in nature) shall be determined in accordance with the laws of Scotland. Insofar as practicable, the parties hereby prorogate the jurisdiction of the Scottish Courts.

## **Annex 1**

### **A. Work to Be Conducted**

Measurement of untargeted metabolites in a maximum of 200 faecal and urinary samples using <sup>1</sup>H NMR. Return of targeted and untargeted metabolites. Samples will be destroyed following completion of analysis. The partners will help with data analysis and interpretation.

### **B. Timescales**

The contract will commence on 1st October 2020 and conclude by 14<sup>th</sup> May 2021.

### **C. Price**

The total fee will be Ten Thousand Pounds Sterling (£10,000) inclusive of VAT to be paid on Invoice.

### **D. Invoice dates**

on 14<sup>th</sup> May 2021