

STRATEGIC PARTNERSHIP PROJECT AGREEMENT WITH NON-FEDERAL SPONSORS

STRATEGIC PARTNERSHIP PROJECT AGREEMENT NO. 85K72

BETWEEN

UCHICAGO ARGONNE, LLC
AS OPERATOR OF ARGONNE NATIONAL LABORATORY
OPERATING UNDER PRIME CONTRACT NO. DE-AC02-06CH11357
FOR THE
U. S. DEPARTMENT OF ENERGY

AND

BIOLOGY CENTRE CAS
INSTITUTE OF SOIL BIOLOGY

The obligations of the UCHICAGO ARGONNE, LLC as Operator of ARGONNE NATIONAL LABORATORY shall apply to any successor in the interest of continuing the operation of ARGONNE NATIONAL LABORATORY.

LIST OF ARTICLES

ARTICLE I	PARTIES TO THE AGREEMENT
ARTICLE II	TERM OF THE AGREEMENT
ARTICLE III	COSTS
ARTICLE IV	FUNDING AND PAYMENT
ARTICLE V	SOURCE OF FUNDS
ARTICLE VI	PROPERTY
ARTICLE VII	PUBLICATION MATTERS
ARTICLE VIII	LEGAL NOTICE
ARTICLE IX	DISCLAIMER
ARTICLE X	GENERAL INDEMNITY
ARTICLE XI	PRODUCT LIABILITY INDEMNITY
ARTICLE XII	INTELLECTUAL PROPERTY INDEMNITY-LIMITED
ARTICLE XIII	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
ARTICLE XIV	PATENT RIGHTS (CLASS WAIVER DECLINED)
ARTICLE XV	RIGHTS IN TECHNICAL DATA (UNLIMITED RIGHTS / NONPROPRIETARY)
ARTICLE XVI	ASSIGNMENT
ARTICLE XVII	SIMILAR OR IDENTICAL SERVICES
ARTICLE XVIII	EXPORT CONTROL
ARTICLE XIX	TERMINATION
ARTICLE XX	RELATIONSHIP
ARTICLE XXI	APPLICABLE LAW

STRATEGIC PARTNERSHIP PROJECT WITH NON-FEDERAL SPONSORS

ARTICLE I - PARTIES TO THE AGREEMENT

The Parties to this Agreement are UCHICAGO ARGONNE, LLC (“Laboratory”) as operator of ARGONNE NATIONAL LABORATORY, operating under Prime Contract No. DE-AC02-06CH11357 (the “Prime Contract”) for the U. S. DEPARTMENT OF ENERGY (“DOE” or “Department”) and BIOLOGY CENTRE CAS INSTITUTE OF SOIL BIOLOGY (“Sponsor”).

The Laboratory will perform work on a best effort basis as set forth in Strategic Partnership Project (SPP) Proposal No. P-17045 attached hereto as Appendix A. It is understood by the Parties that the Laboratory is obligated to comply with the terms and conditions, except for intellectual property, of its Prime Contract with DOE when providing goods, services, products, processes, materials, or information to the Sponsor under this Agreement.

ARTICLE II - TERM OF THE AGREEMENT

The Laboratory estimated period of performance for completion of the Statement of Work is 02/28/2018. The term of this Agreement shall be effective as of the date on which it is signed by the last of the Parties thereto and or receipt of the advance payment whichever is the later.

ARTICLE III - COSTS

- A. The Laboratory estimated cost for the work to be performed under this Agreement is \$10,685.00.
- B. The Laboratory has no obligation to continue or complete performance of the work at a cost in excess of its estimated cost, including any subsequent amendment.

ARTICLE IV – FUNDING AND PAYMENTS

The Sponsor shall pay the Laboratory as follows:

- A. Advance Payment. The Sponsor shall advance the following amount no later than the Date Due:

<u>Amount Due</u>	<u>Date Due</u>
\$10,685.00	Upon execution of the agreement

The Sponsor’s advanced payment shall be recorded in the Laboratory’s account and as cost are incurred will be charged to the advance on hand. The Laboratory has no obligation to perform work should the costs to perform said work exceed the estimated amount unless an amendment is done to the agreement and mutually acceptable. Advance

payment in excess of total costs incurred by the Laboratory under this Agreement after the end of its term shall be refunded to the Sponsor.

- B. Applicable Currency. All payments due the Laboratory under this Agreement, including cost estimates and obligations of funds, shall be in United States dollars (U.S.\$).
- C. Taxes. All payments due Laboratory are exclusive of any applicable sales, use, value-added, excise or similar taxes that might be imposed. Sponsor is responsible for all applicable sales, use, value-added, excise or similar taxes based on fees and charges payable under this Agreement or based on Sponsor's use of the results of this Agreement.

ARTICLE V - SOURCE OF FUNDS

The Sponsor hereby warrants and represents that the funding it brings to this Agreement does not include any federal funds, and there no other agreements that have terms and conditions (including without limitation those relating to intellectual property) conflicting with this Agreement.

ARTICLE VI - PROPERTY

Unless the Parties otherwise agree in writing, each piece of equipment having a value in excess of \$5,000 produced or acquired with funds provided by the Sponsor shall be disposed of as instructed by the Sponsor, and any and all costs associated with the disposal of such property shall be at the Sponsors expense. Any piece of equipment produced or acquired under \$5,000 shall become the property of the Laboratory on behalf of the Government.

ARTICLE VII - PUBLICATION MATTERS

The publishing Party shall provide the other Party a thirty (30) day period in which to review and comment on proposed publications prepared under this Agreement that disclose technical developments and/or research findings generated in the course of this Agreement. The publishing Party shall not publish or otherwise disclose Proprietary Information identified by the other Party, except as provided by law.

ARTICLE VIII – LEGAL NOTICE

The Parties agree that the following legal notice shall be affixed to each report furnished to the Sponsor under this Agreement and to any report resulting from this Agreement which may be distributed by the Sponsor:

THIS MATERIAL WAS PREPARED AS AN ACCOUNT OF WORK SPONSORED BY BIOLOGY CENTRE CAS INSTITUTE OF SOIL BIOLOGY. NEITHER THE AUTHORS, UNITED STATES GOVERNMENT NOR ANY AGENCY THEREOF, NOR UCHICAGO ARGONNE, LLC, NOR ANY OF THEIR EMPLOYEES OR OFFICERS, MAKES ANY REPRESENTATION OR ANY WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, NON-INFRINGEMENT OR OTHERWISE, OR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT, OR PROCESS DISCLOSED, THAT ANY USE OF THE FOREGOING WOULD NOT INFRINGE ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS. REFERENCE HEREIN TO ANY SPECIFIC COMMERCIAL PRODUCT, PROCESS, OR SERVICE BY TRADE NAME, TRADEMARK, MANUFACTURER, OR OTHERWISE, DOES NOT NECESSARILY CONSTITUTE OR IMPLY ITS ENDORSEMENT, RECOMMENDATION, OR FAVORING BY THE UNITED STATES GOVERNMENT OR ANY AGENCY THEREOF. THE VIEW AND OPINIONS OF AUTHORS EXPRESSED HEREIN DO NOT NECESSARILY STATE OR REFLECT THOSE OF THE UNITED STATES GOVERNMENT OR ANY AGENCY THEREOF.

ARTICLE IX - DISCLAIMER

THE GOVERNMENT AND THE LABORATORY MAKE NO, AND DISCLAIM ALL, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE, THE CONDITIONS OF THE RESEARCH OR ANY INTELLECTUAL OR OTHER PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER OR RESULTING FROM THIS STRATEGIC PARTNERSHIP PROJECT AGREEMENT; THAT THE GOODS, SERVICES, MATERIALS, PRODUCTS, PROCESSES, INFORMATION, OR DATA TO BE FURNISHED HEREUNDER WILL ACCOMPLISH INTENDED RESULTS OR ARE SAFE FOR ANY PURPOSE INCLUDING THE INTENDED PURPOSE; OR THAT ANY OF THE ABOVE WILL NOT INTERFERE WITH PRIVATELY OWNED RIGHTS OF OTHERS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THE GOVERNMENT NOR LABORATORY SHALL BE LIABLE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THIS STRATEGIC PARTNERSHIP PROJECT AGREEMENT, INCLUDING WITHOUT LIMITATION RESEARCH OR RESULTING PRODUCT(S), INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DELIVERED UNDER THIS STRATEGIC PARTNERSHIP PROJECT AGREEMENT, REGARDLESS OF WHETHER ANY PARTY KNEW OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE X - GENERAL INDEMNITY

The Sponsor agrees to indemnify and hold harmless the Government, the Department, the Laboratory, and persons acting on their behalf from all liability, including costs and expenses incurred, to any person, including the Sponsor, for injury to or death of persons or other living things or injury to or destruction of property arising out of the performance of the Agreement by the Government, the Department, the Laboratory, or persons acting on their behalf, or arising out of the use of the services performed, materials supplied, or information given hereunder by any person including the Sponsor, and not directly resulting from the fault or negligence of the Government, the Department, the Laboratory, or persons acting on their behalf.

ARTICLE XI - PRODUCT LIABILITY INDEMNITY

Except for any liability resulting from any negligent acts or omissions of the Government or the Laboratory, the Sponsor agrees to indemnify the Government and the Laboratory for all damages, costs, and expenses, including attorney's fees, arising from personal injury or property damage occurring as a result of the making, using, or selling of a product, process, or service by or on behalf of the Sponsor, its assignees, or licensees, which was derived from the work performed under this Strategic Partnership Project Agreement. In respect to this Article, neither the Government nor the Laboratory shall be considered assignees or licensees of the Sponsor, as a result of reserved Government and Laboratory rights. The indemnity set forth in this paragraph shall apply only if the Sponsor shall have been informed as soon and as completely as practical by the Laboratory and/or the Government of the action alleging such claim and shall have been given an opportunity, to the maximum extent afforded by applicable laws, rules, or regulations, to participate in and control its defense, and the Laboratory and/or Government shall have provided all reasonably available information and reasonable assistance requested by the Sponsor. No settlement for which the Sponsor would be responsible shall be made without the Sponsor's consent unless required by final decree of a court of competent jurisdiction.

ARTICLE XII - INTELLECTUAL PROPERTY INDEMNITY - LIMITED

The Sponsor shall indemnify the Government and the Laboratory and their officers, agents, and employees against liability, including costs, for infringement of any United States patent, copyright, or other intellectual property arising out of any acts required or directed by the Sponsor to be performed under this Agreement to the extent such acts are not already performed at the facility. Such indemnity shall not apply to a claimed infringement that is settled without the consent of the Sponsor unless required by a court of competent jurisdiction.

ARTICLE XIII - NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

The Sponsor shall report to the Department and the Laboratory, promptly and in reasonable written detail, each claim of patent or copyright infringement based on the performance of this Agreement of which the Sponsor has knowledge. The Sponsor shall furnish to the Department and the Laboratory, when requested by the Department or the Laboratory, all evidence and information in the possession of the Sponsor pertaining to such claim.

ARTICLE XIV – PATENT RIGHTS (CLASS WAIVER DECLINED)

1. The following definitions shall be used for this Article.
 - A. “Facility Contractor” means UChicago Argonne, LLC as Operator of Argonne National Laboratory, operating under DOE Prime Contract No. DE-AC02-06CH11357 or any successor contractor thereof.

- B. "Subject Invention" means any invention or discovery of the Facility Contractor, or, to the extent the Sponsor or a Facility subcontractor is performing any work under this Agreement, of the Sponsor or Facility subcontractor respectively, conceived in the course of or under this Agreement, or, in the case of an invention previously conceived by the Sponsor or Facility subcontractor, first actually reduced to practice in the course of or under this Agreement. "Subject Invention" includes any art, method, process, machine, manufacture, design or composition of matter, or any new and useful improvement thereof, or any variety of plant, whether patented under the Patent Laws of the United States of America or any foreign country, or unpatented.
2. Any Subject Invention made by the Facility Contractor under this Agreement will be governed by the provisions of the Facility Prime Contract with the DOE.
3. The Sponsor and Facility subcontractor(s), as applicable, may retain title to their own Subject Inventions, subject to, the Government retaining a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced by or on behalf of the United States the Subject Inventions throughout the world, a requirement to report their Subject Inventions to DOE within 6 months after conception or first actual reduction to practice, whichever occurs first, in the course of or under this Agreement, U.S. Preference (35 U.S.C. § 204), and such other conditions consistent with DOE patent waiver policy.

ARTICLE XV – RIGHTS IN TECHNICAL DATA (UNLIMITED RIGHTS / NONPROPRIETARY)

1. The following definitions shall be used for this Article.
- A. "Facility Contractor" means UChicago Argonne, LLC as Operator of Argonne National Laboratory, operating under DOE Prime Contract No. DE-AC02-06CH11357 or any successor contractor thereof.
- B. "Generated Information" means information produced in the performance of this Agreement, and Facility subcontracts under this Agreement.
- C. "Proprietary Information" means information which is developed at private expense, is marked as Proprietary Information, and embodies (1) trade secrets or (2) commercial or financial information which is privileged or confidential under the Freedom of Information Act (5 USC 552 (b)(4)).
- D. "Unlimited Rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.
2. For the work to be performed at the DOE/NNSA facility, the Sponsor agrees to furnish to the Facility Contractor or leave at the facility that information, if any, which is (1)

- essential to the performance of work by the Facility Contractor personnel or (2) necessary for the health and safety of such personnel in the performance of the work. Any information furnished to the Facility Contractor shall be deemed to have been delivered with Unlimited Rights unless marked as Proprietary Information. The Sponsor agrees that it has the sole responsibility for appropriately identifying and marking all documents containing Proprietary Information, whether such documents are furnished by the Sponsor or produced under this Agreement and made available to the Sponsor for review.
3. The Sponsor, Facility Contractor, and the Government shall have Unlimited Rights in all Generated Information, except for information which is disclosed in a Subject Invention disclosure being considered for patent protection.
 4. The Government and Facility Contractor agree not to disclose properly marked Proprietary Information without written approval of the Sponsor, except to Government employees who are subject to the statutory provisions against disclosure of confidential information set forth in the Trade Secrets Act (18 USC 1905).
 5. The Sponsor is solely responsible for the removal of all of its Proprietary Information from the facility by or before termination of this Agreement. The Government and Facility Contractor shall have Unlimited Rights in any information which is not removed from the facility by termination of this Agreement. The Government and Facility Contractor shall have Unlimited Rights in any Proprietary Information which is incorporated into the facility or equipment under this Agreement to such extent that the facility or equipment is not restored to the condition existing prior to such incorporation.
 6. The Sponsor agrees that the Facility Contractor will provide to the Department a nonproprietary description of the work performed under this Agreement.
 7. The Government shall have Unlimited Rights in all Generated Information produced or information provided to the Facility Contractor by the Parties under this Agreement, except for information which is disclosed in a Subject Invention disclosure being considered for patent protection, or which is marked as being Proprietary Information.
 8. Copyrights. The Parties may assert copyright in any of their Generated Information. Subject to the other provisions of this article, and to the extent copyright is asserted, the Government reserves for itself and others acting in its behalf, a paid-up, world-wide, irrevocable, non-exclusive license for Governmental purposes to publish, distribute, translate, duplicate, exhibit, prepare derivative works, and perform any such copyrighted works.
 9. The terms and conditions of this Article shall survive this Agreement, in the event that this Agreement is terminated before completion of the Statement of Work.

ARTICLE XVI – ASSIGNMENT

Neither this Agreement nor any interest therein or claim thereunder shall be assigned or transferred by either Party, except as authorized in writing by the other Party to this Agreement, provided, the Laboratory may transfer it to the Department, or its designee, with notice of such transfer to the Sponsor, and the Laboratory shall have no further responsibilities except for the confidentiality, use, and/or non-disclosure obligations of this Agreement.

ARTICLE XVII – SIMILAR OR IDENTICAL SERVICES

The Government and/or Laboratory shall have the right to perform similar or identical services in the Statement of Work (SOW) for other Sponsors as long as the Sponsor's Proprietary Information is not utilized.

ARTICLE XVIII - EXPORT CONTROL

Each Party is responsible for its own compliance with laws and regulations governing export control.

ARTICLE XIX - TERMINATION

Performance of work under this Agreement may be terminated at any time by either Party, without liability, except as provided herein, upon giving a thirty (30) day written notice to the other Party. Such notice will be effective upon receipt of written notice by the other Party. In the event of termination, the Sponsor shall be responsible for the Laboratory's costs (including closeout costs), through the effective date of termination, but in no event shall the Sponsor's cost responsibility exceed the total cost to the Sponsor as described in Article IV, above.

It is agreed that any obligations of the Parties regarding Proprietary Information or other intellectual property will remain in effect, despite early termination of this Agreement.

ARTICLE XX - RELATIONSHIP

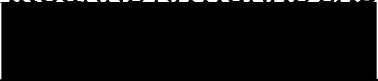
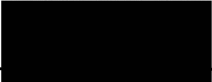
Neither Party is an agent of the other Party, and no joint venture is created as a result of this Agreement. Neither Party has the authority to bind the other Party or make any commitments of any kind for or on behalf of the other Party

ARTICLE XXI - APPLICABLE LAW

The Parties shall attempt to jointly resolve all disagreements arising from this Agreement. If the Parties are unable to jointly resolve a disagreement within a reasonable period of time after submission of the disagreement for resolution, said disagreement shall be adjudicated in a court of competent jurisdiction in the State of Illinois. To the extent that there is no applicable U.S. Federal law, this Agreement and performance thereunder shall be governed by the law of the State of Illinois.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT.

UCHICAGO ARGONNE, LLC
(As Operator of ARGONNE NATIONAL LABORATORY):

By: 
Brittany L. Andrews
Title: Contract Administrator IV
Dated: 

BIOLOGY CENTRE CAS INSTITUTE OF SOIL BIOLOGY:

By: _____
Title: _____
Dated: _____

APPENDIX A

P-17045

STRATEGIC PARTERSHIP PROJECT

MiSeq Runs and Amplicon Library Preparations

Work to be Performed at:

Argonne National Laboratory
Biosciences Division
9700 South Cass Avenue
Lemont, IL 60439

Argonne Principal Investigator:
Sarah Owens

*Academy of Science of the Czech Republic
Principal Investigator:*

Dr. Alica Chroňáková
Biology Centre CAS
Institute of Soil Biology
Na Sádkách 7
370 05 České Budějovice
Czech Republic
+420-387 775 770
alicach@upb.cas.cz (Email)
www.upb.cas.cz

December 2016

P-17045
Argonne National Laboratory
Biosciences Division

STATEMENT OF WORK

Introduction

Environmental Sample Preparation and Sequencing Facility (ESPSF)

The Argonne Biosciences Division (BIO) Environmental Sample Preparation and Sequencing Facility (ESPSF) offers high-throughput next generation DNA sequencing that is orders of magnitude less expensive and more efficient compared to traditional DNA sequencing methods. The Argonne BIO ESPSF stands apart from other next generation sequencing core facilities because we accept raw samples for nucleic acid isolation (DNA and RNA), and specialize in microbial community assays, in addition to completing library preparation for sequencing. Our facility is also unique in that we provide a great deal of consultation regarding study design, sampling, and assist with planning for data analysis before the sequencing is completed. Often, consultation takes place before the first sample for a study is even collected to ensure that the resulting sequence data is appropriate for achieving the aims of each study. Our experienced team of researchers specialize in microbial community assays, including 16S rRNA, shotgun metagenome, and metatranscriptomic library generation. We know how to work with microbial samples.

The ESPSF houses three next generation sequencing systems—each perform parallel sequencing-by-synthesis: the Illumina HiSeq2500 and two Illumina Miseqs. As a result of the large amount of data generated by these platforms, required off-instrument data analyses, and the downstream bioinformatics support required, the BIO ESPSF workflows depend heavily on a close integration with Argonne National Laboratory's expertise in advanced computing as well as access to Argonne's advanced computing facilities.

Work to be Performed

The BIO ESPSF will generate Illumina sequencer formatted libraries using DNA or RNA provided by the sponsor, or complete extractions from samples provided by the sponsor and then generate sequencing libraries. The BIO ESPSF will then sequence these Illumina formatted libraries on the Illumina HiSeq2500 or MiSeq instruments and provide the sponsor with FASTQ formatted files for each sample sequenced. Output will be distributed to the sponsor via FTP server.

Cost Breakdown

The cost to perform the described work will be **\$10,685.00**. Please note that a wire transfer fee of \$30 is added to the total cost of the sequencing service. See attached table for cost breakdown.

Environmental, Health and Safety Policy

The policy of ANL is that its activities will be conducted so that worker and public safety are given the highest priority. ANL will comply with all applicable federal and state laws, regulations, and orders to protect the health and safety of workers and the public and to minimize accidental damage to property. The ANL environment, health and safety policy is implemented through the Laboratory Management Policies and Procedures System. Compliance is assured through formal assignment of responsibilities, by the establishment of pertinent committees, and by conducting internal appraisals and audits that meet Department of Energy requirements for independence and frequency.

Quality Assurance Policy

ANL is committed to adherence to high standards of quality in its research by implementation of an effective quality assurance program.



PLEASE REFER
TO OUR INVOICE NUMBER
ON YOUR REMITTANCE
ADVICE AND ON ALL
INQUIRIES

UChicago Argonne, LLC
DBA Argonne National Laboratory
Office of the Chief Financial Officer
Procurement Department
Argonne National Laboratory
9700 South Cass Avenue, Bldg. 201
Lemont, IL 60439-4873

REQUEST FOR PAYMENT

YOUR ORDER NO.	OUR ORDER NO.
	85K72

DATE	INVOICE NO.
03/03/2017	BA-01-85K72

BIOLOGY CENTRE CAS
Institute of Soil Biology
Na Sádkách 7, 370 05 České Budějovice
CZECH REPUBLIC

ATTN: ACCOUNTS PAYABLE

REMIT CHECK TO:

UChicago Argonne, LLC
DBA Argonne National Laboratory
P.O. Box 87916
Carol Stream, IL 60188

Or by Electronic Transfer:
MB Financial Bank
Bank Routing Number 071001737
Bank Account Number 314128700

DESCRIPTION	AMOUNT
<p>Amount due as advance payment for the work described in Strategic Partnership Project Agreement No. 85K72 or P-17045.</p> <p>International Instructions for Sponsors wiring in money to MB Financial Bank:</p> <ul style="list-style-type: none"> * MB Financial Bank 6111 N. River Road Rosemont, IL 60018 * ABA #071001737 * Account Number : 314128700 * Swift #MBFIUS44 <p><u>Please note that wire transfer costs may not be taken out of this invoice amount so if your bank charges wire transfer costs you will have to add this cost to the amount due.</u></p>	<p>\$10,685.00</p>
NET TOTAL DUE	\$10,685.00US\$

ORIGINAL