

AMENDMENT NR1
to the
ELIXIR COMMISSIONED SERVICES CONTRACT NR8
FOR THE IMPLEMENTATION STUDY
CZ-2019-Platforms dated (hereinafter “the Contract”)

This amendment is made to the Contract previously executed by and between

the EUROPEAN MOLECULAR BIOLOGY LABORATORY (EMBL) as part of and mandated by the ELIXIR Consortium, located on the Wellcome Trust Genome Campus in Hinxton, UK, Cambridgeshire CB10 1SD, represented by Dr. Niklas Blomberg, ELIXIR Director,

Hereinafter called “the ELIXIR Hub”

And

Institute of Organic Chemistry and Biochemistry, Czech Academy of Sciences, v. v. i. (IOCB PRAGUE) based in Prague as mandated by

- Biologické centrum AV ČR, v. v. i., Biology Centre, Academy of Sciences of the Czech Republic, České Budějovice (BC)
- Biotechnologický ústav AV ČR, v. v. i., Institute of Biotechnology, Academy of Sciences of the Czech Republic, Vestec (IBT), previously Institute of Biotechnology, Academy of Sciences of the Czech Republic, Prague (IBT)
- CESNET, zájmové sdružení právnických osob, Czech Education and Scientific Network, Prague (CESNET)
- České vysoké učení technické v Praze, Czech Technical University, Prague (CTU)
- Fakultní nemocnice u sv. Anny v Brně, International Clinical Research Center of St. Anne’s University Hospital, Brno (ICRC)
- Jihočeská univerzita v Českých Budějovicích, University of South Bohemia in České Budějovice (USB)
- Masarykova univerzita, Masaryk University, Brno (MU)
- Mikrobiologický ústav AV ČR, v. v. i. Institute of Microbiology AS CR, Prague (IMB)
- Univerzita Karlova, Charles University, Prague (CU)
- Univerzita Palackého v Olomouci, Palacky University Olomouc (UP)
- Ústav molekulární genetiky AV ČR, v. v. i., Institute of Molecular Genetics, Academy of Sciences of the Czech Republic, Prague (IMG)
- Vysoká škola chemicko-technologická v Praze, University of Chemistry and Technology, Prague (UCT), previously Institute of Chemical Technology, Prague (ICT)
- Západočeská univerzita v Plzni, University of West Bohemia, Plzeň (UWB)

represented by RNDr. PhDr. Zdenek Hostomsky, CSc., IOCB PRAGUE director,

acting as Lead Entity for the “**Czech ELIXIR Node**”, (hereinafter “the ELIXIR Node”),

each one a “Party” and collectively “the Parties”.

Considering the following:

ELIXIR COMMISSIONED SERVICES
AMENDMENT CHANGE LOG
FOR
CONTRACT NR8 CZ-2019-PLATFORMS
EFFECTIVE OF 22/07/2019

Amendment No.	Details of Amendment	Project	Effective Date of Amendment
1	Due to additional tasks assigned to the Node in relation to project 2019-TP4, there is an increase of budget of 2,500 EUR	2019-TP4	

- Due to additional tasks assigned to the Node in relation to project 2019-TP4, there is an increase of budget of 2,500 EUR

it is mutually understood and agreed by and between the undersigned contracting Parties to amend the previously executed contract as follows:

“1) The art. 1.2 of the Contract is amended to read as follows:

1.2 The ELIXIR Node, together with

- Belgian, Danish, Dutch, Estonian, Finland, French, German, Greek, Hungarian, Irish, Israel, Italian, Luxembourg, Norwegian, Portuguese, Slovenian, Spanish, Swedish, Swiss, UK ELIXIR Nodes and EMBL-EBI in its function as an ELIXIR Node

have applied and been recommended for funding on the date indicated below, by the ELIXIR Heads of Nodes Committee.

The Contract covers 5 6 projects under the same programme, i.e.:

Project ID	Title	Date Recommended for Funding	€ Amount
2019-ETP2	Performance benchmarking & technical monitoring	14/03/2019	5,625
2019-ETP3	Registry of basic information and identifiers	28/2/2019	10,625
2019-ECP1	Identity and access management	21/3/2019	62,625
2019-ECP3	ELIXIR hybrid cloud	21/3/2019	64,125
2019-travel	Travel funds to ELIXIR Nodes	28/2/2019	10,000
2019-TP4	Training Capacity Building	03/12/2020	2,500

”

“2) The art. 3.1 of the Contract is amended to read as follows

3.1 The ELIXIR Hub hereby grants the following budget to the ELIXIR Node in accordance with Appendix 1:

~~153,000 EUR~~ 155,500 EUR”

“3) The art. 3.3 of the Contract is amended to read as follows:

3.3 Further funding of the Project will take place in two instalments, one at mid-term, being 38,250 EUR and one at the end of the Project being ~~38,250 EUR~~ 40,750 EUR. Funding will be released under the following conditions:

- issuance of an invoice to and acceptance by the ELIXIR Hub; and
- delivery of a report (mid-term report and end report); and
- approval of the reports by the ELIXIR Director;

- subject to funding availability within the preceding Annual Budget as approved by the ELIXIR Board.”

All other terms and conditions of the Contract that are not hereby amended are to remain in full force and effect.

A fully compiled version of the Contract, including all changes made under this amendment is included hereafter as an annex.

In witness whereof, the Parties have caused this amendment to be executed by their duly authorised representatives as of the date of last signature below

Institute of Organic Chemistry and Biochemistry, Czech Academy of Sciences	The EMBL as part of and mandated by the ELIXIR Consortium, hosting the ELIXIR Hub
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Date

16/11/2021

Date

04/01/2022

RNDr. PhDr. Zdenek Hostomsky, CSc
Director

Dr. Niklas Blomberg
ELIXIR Director

Annex: Fully Compiled Contract with all Amendments included

**ANNEX 2
TO THE ELIXIR COLLABORATION AGREEMENT
WITH THE NODE**

**COMMISSIONED SERVICES CONTRACT
FOR PROJECTS
UNDER THE PLATFORM FUNDING
DOCUMENT NR 8
CZ-2019-PLATFORMS**

THIS CONTRACT is made BETWEEN:

The EUROPEAN MOLECULAR BIOLOGY LABORATORY (EMBL) as part of and mandated by the ELIXIR Consortium, hosting the ELIXIR Hub located at EMBL's Outstation the European Bioinformatics Institute (hereinafter referred to as "EMBL-EBI"), located on the Wellcome Genome Campus in Hinxton, UK, Cambridgeshire CB10 1SD, represented by Dr. Niklas Blomberg, ELIXIR Director,

Hereinafter called "**the ELIXIR Hub**"

and

Institute of Organic Chemistry and Biochemistry, Czech Academy of Sciences, v. v. i. (IOCB PRAGUE) based in Prague as mandated by

- Biologické centrum AV ČR, v. v. i., Biology Centre, Academy of Sciences of the Czech Republic, České Budějovice (BC)
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- Západočeská univerzita v Plzni, University of West Bohemia, Plzeň (UWB)

represented by RNDr. PhDr. Zdenek Hostomsky, CSc., IOCB PRAGUE directorl,
acting as Lead Entity for the “**Czech ELIXIR Node**”, (hereinafter “the ELIXIR Node”),
each one a “Party” and collectively “the Parties”.

WHEREAS

A. Under the framework of the ELIXIR Consortium Agreement, technical and administrative services that fall under the responsibility of the ELIXIR Hub may be carried out by ELIXIR Nodes as Commissioned Services and funded through the ELIXIR Budget.

B. The provision of Commissioned Services takes place within the framework of the ELIXIR Collaboration Agreement (‘CA’) unless specified otherwise in the Commissioned Services Contract (hereinafter “the Contract”).

C. Commissioned Services are provided through programmes as defined in Board Paper Rev.ELIXIR-2018-45.1 – “ELIXIR Commissioned Services – Definition and Process”.

D. Current programmes assume exploratory, collaborative projects whose main aim is to foster collaboration between ELIXIR Nodes and to identify those services that should become future long-term, essential services upon which other services can be built on. Consequently, any and all provision of Commissioned Services under the Contract shall be performed on a best efforts basis, without any guarantee to provide a specific deliverable or milestone.

E. In cases of distributed Nodes and representation through the Representing Entity, individual Commissioned Services Contracts will be concluded between the ELIXIR Hub and the individual member(s) of the ELIXIR Node that actually carry out the Commissioned Services under the conditions described in Para. 6.3 of the CA Template approved in November 2018.

F. The General Guidelines for the Implementation of ELIXIR Commissioned Services include all information regarding the implementation of Commissioned Services.

G. Commissioned Services Contracts rely on a Template that was approved by the ELIXIR Board. They form a non-negotiable contract offer made by the ELIXIR Hub that is accepted by the ELIXIR Node by signing it.

The Parties hereby agree on the following clauses

1 General

1.1 The Contract serves to set the legal frame for the provision of Commissioned Services by ELIXIR Nodes as set forth under Para. 5.3.1 CA.

1.2 The ELIXIR Node, together with

- Belgian, Danish, Dutch, Estonian, Finland, French, German, Greek, Hungarian, Irish, Israel, Italian, Luxembourg, Norwegian, Portuguese, Slovenian, Spanish, Swedish, Swiss, UK ELIXIR Nodes and EMBL-EBI in its function as an ELIXIR Node

have applied and been recommended for funding on the date indicated below, by the ELIXIR Heads of Nodes Committee.

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The project plans are attached under Appendix 1. For the purposes of the Contract the use of the term “Project” relates to all projects under the same programme attached under Appendix 1 and all terms and conditions of the Contract relate to all of them.

1.3 For the avoidance of doubt this Contract only applies to one programme at a time and never to several.

1.4 The General Guidelines for the Implementation of ELIXIR Commissioned Services (Appendix 2) are part of the Contract.

1.5 Project runs under the programme “Platform Funding” (see 2.3 in the attached General Guidelines for the Implementation of ELIXIR Commissioned Services).

2 Duration of the Project

2.1 The Project lasts for 31 months.

2.2 The Project starts with the issuance of funding or latest three months after entry into force of the Contract.

2.3 Project extensions are possible exceptionally and under conditions described in the General Guidelines for the Implementation of ELIXIR Commissioned Services.

3 Funding of the Project

3.1 The ELIXIR Hub hereby grants the following budget to the ELIXIR Node in accordance with Appendix 1:

155,500 EUR

3.2 A pre-financing of 76,500 EUR shall be released under the following conditions:

- signature of the Contract; and
- issuance of an invoice to and acceptance by the ELIXIR Hub.

3.3 Further funding of the Project will take place in two instalments, one at mid-term, being 38,250 EUR and one at the end of the Project being 40,750 EUR. Funding will be released under the following conditions:

- issuance of an invoice to and acceptance by the ELIXIR Hub; and
- delivery of a report (mid-term report and end report); and
- approval of the reports by the ELIXIR Director;
- subject to funding availability within the preceding Annual Budget as approved by the ELIXIR Board.

3.4 The ELIXIR Hub shall provide the funding within 30 days after all conditions listed in 3.2 and 3.3 respectively are met.

3.5 Should the ELIXIR Director not approve the report, the ELIXIR Director shall give the ELIXIR Node guidance on how to revise the report. The ELIXIR Node shall be provided with a reasonable time to perform the revision, however the total duration of the Project shall not, in any case, exceed its foreseen duration in accordance with 2.1, unless agreed otherwise.

4 Reporting obligation

The ELIXIR Node is obliged to report about progress of the Project at the mid-term and in the end of the Project as defined in the General Guidelines for the Implementation of ELIXIR Commissioned Services.

5 Further provisions

5.1 The ELIXIR Hub shall not be held liable for any accidents or illnesses or their consequences, or for any losses or damage that occur in the context of projects funded by the ELIXIR Hub.

5.2 It is the responsibility of the ELIXIR Node to obtain adequate liability insurance at their own discretion.

6 Entry into force and termination of the Contract

6.1 The Contract enters into force on the date of signature by the Party's authorized representatives.

6.2 Notwithstanding 2.2. precontractual performance is governed by the Contract.

6.3 In accordance with Para. 5.3.7 CA the Contract ends when

- i. the Project ends or
- ii. the Collaboration Agreement with the ELIXIR Node ends unless the Parties agreed in writing to continue the Project, or
- iii. the Parties, in the process of revising the Commissioned Services Contract, fail to reach an agreement, and have served notice within a period no less than 6 months.

FOR REFERENCE:

THE ORIGINAL EXECUTED CONTRACT IS AVAILABLE [HERE](#)