

## Contract for Work

Concluded on the following day, month, and year pursuant to Section 2586 of Act No. 89/2012 Coll., Civil Code („CC“), as amended, between the following Parties:

Organization: Thermo Fisher Scientific Brno s.r.o.  
Registered office: Vlastimila Pecha 12, 627 00 Brno  
Represented by:  
ID No.: 46971629  
VAT No.: CZ46971629  
Banking details: UniCredit Bank  
Bank account No.: 373519024/2700  
Business entity: Ltd.  
VAT registered  
(hereinafter referred to as the „Client“)

and

Organization: Brno University of Technology, Faculty of Chemistry  
Registered office: Purkyňova 118, 612 00 Brno  
Represented by: prof. Ing. Michal Veselý, CSc.  
ID No.: 00216305  
VAT No.: CZ00216305  
Banking details: ČSOB, Brno  
Bank account No.: 111043273/0300  
Business entity: University established pursuant to Act. No. 111/1998 Coll. on  
Higher Education Institutions  
VAT registered  
(hereinafter referred to as the „Contractor“)

### Preamble

The Contractor is the university which within its scope of activities executes the research and development in the field of chemistry and chemical technologies. The Contractor's long-term interest is, among others, the research and development concerning analytical kits, tablets and other equipment for electron microscopy, X-Ray fluorescence spectrometry etc.

The Client is the affiliate of the world's largest supplier of laboratory equipment. One of major fields of interest is the production of electron microscopes, X-ray spectrometers including the distribution of related laboratory equipment and expendable supplies.

The Client takes interest in cooperating with the Contractor based on this contract upon the solution of selected thematic issues falling within their mutual areas of interest.

## **1. Subject of the Contract**

### **1.1.**

The subject of the contract is a contractual research in the field of preparation or production of analytical tablets for X-ray spectrometry.

### **1.2.**

Each particular performance under this contract will be realized based on separate Client's specific order. The specific order must always contain clear and sufficient definition of subject matter (specification of requested work, the requirements for the result, quantity, time of performance, etc.) and the amount of price. (hereinafter also Work)

### **1.3.**

The Contractor undertakes under this contract to make the specified work and the Client undertakes to take over the work and to pay the Contractor the agreed price, all under the conditions stated below. The liability of the Contractor includes the obligation to transfer the ownership rights to the Client and to grant him the rights to use the work.

### **1.4.**

The place of the work performance will be the seat of the Contractor referred to in the opening part of the Contract or his other workplace.

## **2. Time of Performance**

### **2.1.**

The work at an agreed extent as referred to in Article I. must be executed and handed over to the Client the latest by the date specified in the specific order. The date of the work performance and handover will be determined for each order separately on the basis of the Client's requirements, taking into account the capacity potential of the Contractor.

### **2.2.**

The failure to comply with the date of the work handover as referred to in point 2.1 shall give rise to the Client's right to charge the Contractor with a contract fine of 0,01 % of the value of the work under the specific order for each day of delay.

## **3. Form and Method of Work Handover**

### **3.1.**

The particular work (under the specific order) will be handed over to the transport company ordered by the Contractor and sent to the Client's seat, depending on weight as follows:

- up to 20 kg – by UPS Domestic Express Saver
- above 20 kg – by DHL Freight Domestic

The Client will be charged the transport costs. The transport order shall be governed by instructions which form an integral part of Annex No.1 and Annex No. 2 to this Contract for Work.

### **3.2.**

The place of the work handover – the Contractor's seat.

### 3.3.

Persons responsible for the handover and takeover of the work:

The person to hand over on behalf of Contractor:

Ing. Jan Koplík, Ph.D.

e-mail: [koplik@fch.vutbr.cz](mailto:koplik@fch.vutbr.cz)

tel.: +420 541 149 366

The person to take over on behalf of Client:

Adéla Přecechtělová

e-mail: [adela.Precechtelova@thermofisher.com](mailto:adela.Precechtelova@thermofisher.com)

tel.: +420 734 761 346

## 4. Price of Work

### 4.1.

The price for the work is negotiated by agreement of the Contracting Parties pursuant to Act No. 526 / 1990 Coll. on prices, as amended. The total cost of executing the work will be determined in specific orders, taking into account the extent and complexity of particular performance.

### 4.2.

The cost of the work is agreed as a maximum price. The agreed price shall include all costs and profit of the Contractor necessary for proper and timely execution of the work.

### 4.3.

Payments will be made on an ongoing basis, at all times after the work under specific order has been handed over, based on an invoice issued by the Contractor, with a maturity of 30 days from the date of issue. The invoice will be sent to the Client's e-mail address: [CZBRN.APBrno@thermofisher.com](mailto:CZBRN.APBrno@thermofisher.com). The invoice shall include the requisite elements of the accounting and tax document referred to in the Accounting Act and the Value Added Tax Act as amended. The Client is entitled to return the invoice to the Contractor if it does not contain the elements referred to in this paragraph, or if the invoiced price does not correspond to the extent of the works taken over. New 30-day repayment term will then start after the delivery of the corrected invoice.

### 4.4.

In the case of delay in payments, the Client shall be fined a contractual fine of 0,01% of the value of the work under the specific order for each day of delay.

### 4.5.

If the payment is delayed by more than 60 days, the Contractor shall have the right of withdrawal from the contract. The withdrawal shall not affect the obligation to pay the contractual fine.

## 5. Rights and Obligations of the Contractual Parties

### 5.1.

**Rights and Obligations of the Contractor:**

5.1.1.

The Contractor shall use the necessary human resources, knowledge and material sources to execute the work.

5.1.2.

The Contractor shall provide all other necessary participation in communication with the Client.

5.1.3.

When executing the work, the Contractor shall proceed in such a way that he does not infringe or abuse the intellectual property of a third party, including the copyright.

5.2.

**Rights and Obligations of the Client:**

5.2.1.

The Client shall have the right to receive the work within the agreed extent and terms.

5.2.2.

The Client shall provide the Contractor with the necessary participation to fulfill the subject matter of the contract. The Client shall provide the Contractor with the necessary information and supporting documents relating to the subject-matter of this contract.

## **6. Liability for defects of work**

6.1.

The Contractor shall be responsible for ensuring that the work will have the characteristics necessary to achieve the purpose of this contract of work. The Contractor shall be liable for the defects in the work at the time of the handover to the Client, the Client is obliged to claim the apparent defects within 10 days of the work handover. Hidden defects shall be claimed by the Client without undue delay after they have been found.

6.2.

The Contractor shall be liable for the defects arising after the handover of the work if they have been caused by a breach of his or her obligations or by incorrect executing of the work.

6.3.

In the case of other defects and backlogs identified after the takeover of the work, the Client shall notify the Contractor in writing within no later than 10 days of their detection and request their removal.

6.4.

The Contractor undertakes to remove the defects and backlogs in question within no later than 15 days after the alert has been received from the Client.

6.5.

Furthermore, the Contractor declares that, at the time of the handover and takeover, the work will not have legal defects.

6.6.

The costs of the removal of defects and backlogs shall be covered by the Contractor in respect of his responsibility.

6.7.

The rights of liability for defects of work are governed by the provisions of Law No. 89 / 2012 Coll., of the Civil Code, as amended.

## **7. Withdrawal from the Contract**

7.1.

Each Contracting Party shall be entitled to withdraw from this framework contract of work in the case of substantial breach by the other Party.

7.1.1.

Substantial breach of this contract by the Contractor is meant in particular:

- a) the Contractor has not executed the work in an agreed manner and this procedure has clearly lead to defective performance
- b) present outcome of the work execution has clearly led to a defective performance
- c) the Contractor shall delay the handover of the work under this contract for work by more than 30 calendar days.

7.1.2.

Substantial breach of this contract by the Client is meant in particular:

- a) the Client shall delay the takeover of the work by more than 30 days
- b) the Client shall, despite the urgency of the Contractor, delay the payment of the invoice by more than 60 days.

7.2.

The withdrawal from the contract shall extinguish all rights and obligations of the Contracting Parties under the contract.

7.3.

The withdrawal from the contract shall not affect the right to compensation for the damage suffered by the breach of this contract.

## **8. Transfer of ownership rights**

8.1.

The ownership right to the work shall be transferred from the Contractor to the Client by the handover of the Protocol of work.

8.2.

The Client shall be entitled to transfer the license to use the work or its part to a third party, even without the consent of the Contractor.

8.3.

The Contractor shall not be entitled to provide the copies of the work or its part to a third party without the consent of the Client.

## **9. Validity and effect of the contract**

9.1.

This contract shall be concluded for a period of one year and become effective from the date of signature by both Parties.

## 10. Closing provisions

10.1.

This Contract may be amended only by written numbered appendices signed by both Parties.

10.2.

If any of the provisions of this contract are or become invalid or ineffective the other provisions of the contract shall remain valid and effective. Instead of a non-valid or non-effective provision, the provisions of general binding legislation governing the mutual relationship of the Contracting Parties shall apply. The Parties undertake to adapt their relationship by adopting another provision which best reflects the intention of the non-active or non-effective provision.

10.3.

The relations resulting from this contract, which are not expressly governed by this contract, shall be governed by the legal order of the Czech Republic, in particular by Law No. 89 / 2012 Coll., of the Civil Code, as amended.

10.4.

This Contract is executed in four copies with the validity of the original, provided that the Contractor and the Client receive 2 copies each.

10.5.

The Contracting Parties have read the framework contract for work and expressly declare it to be drawn up in accordance with their own free and true will and shall, in evidence of their agreement with its wording, subscribe to it.

The following annexes are an integral part:

Annex no. 1: Booking shipments with UPS

Annex no. 2: Booking shipments with OHL Freight- domestic service OHL EUROCONNECT

In Brno on .....

In Brno on .....

prof. Ing.  
Michal  
Veselý, CSc.

Digitálně podepsal prof. Ing. Michal Veselý, CSc.  
DN: c=CZ, 2.5.4.97=NTRCZ-00216305, o=Vysoké učení technické v Brně, ou=Fakulta chemická, ou=1880, cn=prof. Ing. Michal Veselý, CSc., sn=Veselý, givenName=Michal, serialNumber=P731545  
Datum: 2022.10.06 13:48:50 +02'00'

prof. Ing. Michal Veselý, CSc.  
dean  
(Contractor)

Electronically signed by: Leo Ling  
Reason: Approver of the Non-CWP document  
Date: Oct 12, 2022 09:45 GMT+1

Leo Ling  
Sr. Director, Procurement  
MSD Sourcing  
(Client)

## Annex No. 1 to the Contract for work

### Booking shipments with UPS

Schedule pickup:

- Go to [www.ups.com](http://www.ups.com) and select 'create a shipment' from the menu on the left.
- Log in using your own user ID and password (if you have never booked shipment with UPS than this must be generated first)
- Complete all required fields
  - Select the service level per below overview
  - Under 'Bill shipping charges to', enter 'Receiver pays' and enter the FEI account number per below (screenshot in Appendix 1).
  - Under 'Reference #1', enter the TFS order reference number(s) (screenshot in Appendix 1)
- Print shipping paperwork.  
Alternatively, UPS Worldship can be used as well.

Service levels:

- Standard service level is 'UPS Express Saver'.
- Only upon prior approval from TFS, 'UPS Express' can be booked.

Account numbers:

- Thermo Fisher Scientific Brno s.r.o.: 677A90

Consolidation:

- Please consolidate your orders by day and by TFS entity (according to the ship-to address on the purchase order)

For issues:

- Please contact UPS Support via the contact matrix in Appendix 1.
- Please contact your TFS buyer in case of escalations.

Incorrect usage of account numbers and service levels is prohibited. Not following these guidelines gives TFS the right to refuse a delivery or charge the supplier for cost incurred.

## Appendix 1: Screenshots UPS.COM

### Billing options:

Some services may require extra information. You will be able to enter the required information on the next page.

Would you like to add reference numbers to this shipment?

UPS gives you the option to track your shipments using [references](#) that you define.

**Reference#1**

**Reference#2**

Add a bar code for Reference#1 to my Shipping label.

How would you like to pay?

Please enter your payment information below. The information you enter will be transmitted using a secure connection. Required fields are indicated with \*

**Bill Shipping Charges to:**  Select One

**Shipper's UPS Account**  Select One

### Order reference:

Delivery on Saturday Yes

C.O.D. Yes

Offset the climate impact of this shipment (UPS carbon neutral) Yes

Some services may require extra information. You will be able to enter the required information on the next page.

Would you like to add reference numbers to this shipment?

UPS gives you the option to track your shipments using [references](#) that you define.

**Reference#1**

**Reference#2**

Add a bar code for Reference#1 to my Shipping label.



## **Annex No. 2 to the Contract for work**

### **Booking shipments with DHL Freight – domestic service DHL EUROCONNECT**

#### Schedule pickup:

- Send e-mail with to [ece.brno@dhl.com](mailto:ece.brno@dhl.com) by 16:00 one day before the pick-up
- In your booking:
  - Subject of the e-mail: “Thermo Fisher Scientific Brno”
  - Number of colli and their dims & gross weights
  - Address + Date of Pick-up
  - Your working hours
  - ‘Paid by’ Thermo Fisher Scientific Brno s.r.o.
  - Under ‘Package reference’, enter the TFS order reference number(s)
- Print shipping paperwork.

#### Service types:

- Standard service level is ‘DHL EUROCONNECT’ domestic

#### Account numbers:

- Thermo Fisher Scientific Brno s.r.o.: N/A

#### Consolidation:

- Please consolidate your orders by day and by TFS entity (according to the ship-to address on the purchase order)

#### For issues:

- Please contact DHL +420 547 139 120
- Please contact your TFS buyer in case of escalations.

Incorrect usage of account numbers and service levels is prohibited. Not following these guidelines gives TFS the right to refuse a delivery or charge the supplier for cost incurred.