

PUBLIC PROCUREMENT CONTRACT TEMPLATE

Identification of the public contract

Name: Framework Agreement – NGS Sequencing of Plant Genomes [(2024) repetition]
Type of public contract: Services
Category of public contract: Small-scale public contract
Address of public contract: https://zakazky.muni.cz/contract_display_7194.html

Identification data of the contracting authority

Name: Masaryk University, Central European Institute of Technology
Registered office: Žerotínovo nám. 617/9, 601 77 Brno
ID No.: 00216224
Represented by: doc. Mgr. Pavel Plevka, Ph.D., Acting Director

Cover letter

All technical, commercial and other contractual terms and conditions, which are prepared by the contracting authority in the form of a draft Framework Agreement, **must be fully observed by the selected supplier.**

FRAMEWORK AGREEMENT

I.

Contracting Parties:

1) Client:

Name: **Masaryk University, Central European Institute of Technology**
Registered office: Žerotínovo náměstí 617/9, 601 77 Brno
Mailing address: Kamenice 753/5, 625 00 Brno
ID No.: 00216224
Tax ID No.: CZ00216224
Represented by: Doc. Mgr. Pavel Plevka, Ph.D., Acting Director
Contact persons: xxxxxxxxxxxx

(hereinafter the "Client" or the "Contracting Authority")

2) Provider:

Business name/name: **Biomarker Technologies (BMK) GmbH**
Registered office/place of business: Münster Germany [redacted]
ID No.: 177710
Tax ID No.: [redacted] 336/5704/3476
Represented by:
Registration in the Commercial Register: HRB20675
Bank details:
Mailing address:
Contact person: Jie Xu [redacted], tel.: +xxxxxxxxx, e-mail: jie.xu@bmkgene.com
Contact person for complaints: [redacted] xxxxxx, tel.: +xxxxxxxxxxxx, [redacted] e-mail: xxxxxxxxxxxx
contact address of the Provider's on-line ordering system: xxxxxxxxxxxx

(hereinafter the "Provider" or "Supplier"; the Provider and the Client collectively referred to as the "Parties")

II.

Purpose of Agreement

- 1) The purpose of this Framework Agreement is to establish the terms and conditions for the provision of technology platform services in the field of NGS sequencing of plant genomes. The performance includes activities and costs related to the provision of the required services, expert consultations in the design of experiments, as well as all related performance under the terms of the Framework Agreement.
- 2) For the purposes of this Framework Agreement, the Client is the Central European Institute of Technology of Masaryk University.
- 3) On the basis of this Framework Agreement, the Client will award public contracts to the Provider according to its actual needs. Contracts for the performance of public contracts awarded on the basis of the Framework Agreement shall be concluded on the basis of a call (hereinafter also referred to as a “call-order” or “partial order”) by the Client for the provision of performance and its written confirmation by the Provider.
- 4) As a part of the procedure for concluding a Framework Agreement entitled “ Framework Agreement – NGS Sequencing of Plant Genomes [(2024) repetition] ”, the Client decided to select the Provider's bid. Thus, the Provider and the Client hereby conclude, on the day, month and year stated below, the present Framework Agreement (hereinafter the “Agreement”) in order to fulfil the purpose of this procedure.
- 5) The Client will be able to finance the performance, inter alia, also from the subsidy funds of the programme.
- 6) The Parties hereby acknowledge that any, even partial, failure to fulfil their obligations arising from this Agreement, either at the side of the Provider or at the side of the Client, may endanger the drawdown of subsidy funds provided for the implementation of the subject of the Agreement or may result in imposing sanctions on the Client by competent authorities authorized to supervise the implementation of projects within the scope of which the subsidy funds are being provided. Thus, the damage that may be suffered by the Client due to a failure to fulfil any obligations arising herefrom may exceed the agreed amount of the price for the services provided.
- 7) Within the scope of the Agreement performance, the Provider shall ensure legal employment of persons and ensure fair and decent working conditions for the employees involved in the performance of the Agreement. Fair and decent working conditions shall mean such working conditions that meet at least the minimum standards laid down by applicable labour and wage regulations. The Provider is required to ensure the fulfilment of this provision also by its subcontractors, if any. A failure to fulfil the Provider's obligations under this provision shall be classified as a material breach of the Agreement.
- 8) The Provider shall further ensure due and timely performance of any financial obligations towards its subcontractors, for which purpose due and timely performance shall mean full payment of invoices issued by the subcontractors for any performance rendered to the Provider for the purpose of performing this Agreement, no later than within 10 days after the receipt of the payment from the Client for the respective performance (unless such invoices issued by subcontractors are payable earlier). The Provider undertakes to transfer an identical obligation to further levels of its supply chain and to bind its subcontractors to fulfil and transfer this obligation to lower levels of the supply chain as well. The Client is entitled to request the submission of documents evidencing the payments remitted to subcontractors and of appropriate agreements concluded between the Provider and its subcontractors and the Provider shall be obliged to present such documents without delay. A failure to fulfil the Provider's obligations under this provision shall be classified as a material breach of the Agreement.

- 9) The Provider shall further ensure minimizing of environmental impacts due to the performance of this Agreement, in particular by means of waste separation, saving energy, and respecting the sustainability or potential of the circular economy.
- 10) The Provider expressly affirms that he is not in a conflict of interest pursuant to Section 4b of Act No. 159/2006 Coll., on Conflicts of Interest, as amended, and has ensured compliance with the aforementioned with its subcontractors.
- 11) The Provider expressly confirms that he complies with the requirements set out in Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's activities destabilising the situation in Ukraine, Council Decision (CFSP) 2022/578 of 8 April 2022 amending Decision 2014/512/CFSP concerning restrictive measures in view of Russia's activities destabilising the situation in Ukraine, Council Implementing Regulation (EU) 2022/581 of 8 April 2022 implementing Regulation (EU) No 269/2014 concerning restrictive measures in view of activities undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, and in Council Decision (CFSP) 2022/582 of 8 April 2022 amending Decision 2014/145/CFSP concerning restrictive measures in view of activities undermining or threatening the territorial integrity, sovereignty and independence of Ukraine. It also ensured compliance with the above by its subcontractors.

Business Terms and Conditions

III.

Subject Matter and Term of the Framework Agreement

- 1) The purpose of this Framework Agreement is to establish the terms and conditions for the provision of technology platform services in the field of NGS sequencing of plant genomes. The performance includes activities and costs related to the provision of the required services, expert consultations in the design of experiments, as well as all related performance under the terms of the Framework Agreement. This Framework Agreement is a single-supplier agreement and all terms and conditions of performance hereof are defined in this Framework Agreement.
- 2) Contracts for the execution of individual public contracts awarded under this Framework Agreement shall be concluded by the Parties on the basis of a written call - order of the Client to provide performance, which shall constitute a proposal for the conclusion of a contract, and a written confirmation by the Provider of this call - order, which shall constitute an acceptance of the draft contract.
- 3) This Framework Agreement regulates the terms and conditions relating to the award and performance of individual public contracts for the service provision in accordance with the requirements specified by the Contracting Authority. Services shall mean services specified in Annex No. 1a hereof – Technical specification and conditions of performance and in Annex 1b hereof – Technical specification and sample service basket (hereinafter the “**Annexes**”) to this Framework Agreement, as required by the Client and as specified in the call - order for the performance provision.
- 4) The services/performance under this Framework Agreement and individual sub-orders shall be provided by the Provider to the Client in the scope, quality, form and manner according to the terms and conditions further specified in this Framework Agreement and its Annexes.
- 5) The Provider shall perform the performance for the Client on the basis of individual sub-orders sent via the Client's on-line ordering system or via e-mail communication to the e-mail for sending orders specified in the

header of this Framework Agreement at the Provider's specification (if the Provider does not have an ordering system). The Provider undertakes to confirm each individual sub-order to the Client within the online ordering system / by e-mail no later than the next business day after the individual sub-order has been sent. In the event that the Provider does not confirm the sub-order within this period, or does not raise any objections or questions, the sub-order shall be deemed automatically confirmed in full.

- 6) Transport of materials (samples) for the implementation of the performance to the Provider's premises is provided by the Client.
- 7) The Provider undertakes to establish and provide the Client with electronic access for orders of the performance under this Framework Agreement on its on-line ordering system (hereinafter also referred to as the "Provider's ordering system") or, if the Provider does not have such a system, to ensure the receipt of orders and other communication regarding the performance at the e-mail address specified by the Provider in the header of this Framework Agreement. If the Provider's ordering system is set up, the Provider undertakes to set up at least 10 user accounts within this system. The Parties hereby acknowledge that not all the user accounts have to be used by the Client.
- 8) The Provider shall deliver the performance to the Client on the basis of the Client's ongoing sub-orders according to the Client's actual needs to meet its objectives during the term of this Framework Agreement, so that the Client specifies in its sub-order the type and quantity of sequencing services required, or other specific terms and conditions for the relevant performance, including an explicit reference to this Framework Agreement and the exact project designation, if applicable.
- 9) The Client shall be informed about the processing of the result of the sequencing reaction according to Article III.1 above by e-mail to the Client's address registered in the Provider's on-line ordering system or to the address specified in the header of this Framework Agreement for the Client, immediately after the completion of the sequencing reaction and the processing of the results within the time limits according to this Framework Agreement, including its Annex No. 1. The results shall be made available in the manner, format and time period specified in Annex No. 1 to this Framework Agreement. The samples shall be kept with the Provider in the manner and for the time period specified in Annex No. 1 to this Framework Agreement. The Provider undertakes to handle (dispose of) the samples after the expiry of the retention period in accordance with the relevant legislation.
- 10) The Provider further undertakes to provide the Client with technical support in connection with the ordered analyses, consultations on the results obtained, recommendations for optimizing sample preparation, etc. in order to achieve the best possible sequencing results.
- 11) Part of the performance and therefore the unit prices of individual services are also related services that are not explicitly mentioned in the tender documentation or in this Framework Agreement, but the Provider as an expert knows or should know that they are necessary for the proper provision of performance. Possible additional extra costs and/or requests by the Provider, in particular for payment of extra work and/or payments related to price fluctuations, exchange rate fluctuations and the like, shall be disregarded (except as expressly provided for in this Framework Agreement) and the Provider shall not be entitled to payment thereof. The Provider expressly and unconditionally agrees to this in this Framework Agreement.
- 12) The Client undertakes to accept the subject of performance and to pay the Provider the price further agreed in this Framework Agreement.
- 13) In the course of performing this Framework Agreement, the Provider shall act with due professional care, in accordance with applicable legal regulations, this Framework Agreement, as well as applicable technical and hygienic standards.

- 14) The Client excludes in advance the possibility of accepting an offer (draft contract) with additions or deviations within the meaning of Section 1740(3) of the Civil Code.
- 15) This Framework Agreement shall become valid on the day of its execution by all the Parties and effective on the day of its publishing in the Contracts Register. This Framework Agreement has been concluded for a definite period of 12 months after its publishing in the Contracts Register, but not earlier than 5 May 2024.
- 16) The maximum value of this Framework Agreement has been established at CZK 2,000,000, exclusive of VAT.
- 17) The Framework Agreement may also be terminated in accordance with Article IX hereof or by exhausting the maximum value of this Framework Agreement.

IV.

Conclusion of Individual Contracts

- 1) The Provider will provide performance to the Client on the basis of individual sub-orders placed within the online ordering system/via e-mail. The Provider undertakes to confirm each sub-order to the Client without undue delay. In the event that the Provider does not confirm the sub-order by the following business day after the dispatch of the sub-order, or does not raise any objections or questions, the sub-order shall be deemed automatically confirmed in full after its dispatch by the Client.
- 2) In the call-order for the performance of a public contract awarded on the basis of the Framework Agreement in accordance with Article IV.1, the Client shall specify at least:
 1. the name of the Framework Agreement – **“Framework Agreement – NGS Sequencing of Plant Genomes [(2024) repetition] ”**;
 2. specification of the subject of performance of the public contract (specification of services according to the Annex) - itemized list of required services;
 3. requested amounts;
 4. e-mail address/user account within the Provider's ordering system for sending the results;
 5. project registration number, if relevant.

The call-order will also be attached to the materials (samples) for the implementation of the performance to the Provider's premises.

- 3) In the event that an individual call-order exceeds the maximum value of this Framework Agreement as set out in Article III.16 hereof, the Provider shall be obliged to reject such call-order.
- 4) If the aggregate total of payments for individual calls-orders exceeds the maximum value of this Framework Agreement as specified in Article III.16 hereof, the Client shall be obliged to pay the aggregate amount for the performance up to a maximum of such maximum value.

V.

Place and Time

- 1) The Provider undertakes to deliver each sub-performance / services according to the Annexes to this Framework Agreement and the relevant sub-order of the Client within the time required by the Client in the sub-order corresponding to the terms of the Annexes to this Framework Agreement. The delivery period starts from the moment of delivery of materials (samples) for the implementation of the performance to the Provider's premises according to the terms of this Framework Agreement. The Provider undertakes to

perform a quality control of the materials (samples) without undue delay after their delivery. The Provider undertakes to inform the Client about the results of the quality control of materials (samples) without undue delay after its performance in accordance with Article III. 5. In the event that partial performance corresponding to the specification according to the annexes to this Framework Agreement cannot be provided by the Provider at the moment due to serious operational reasons, the Provider is obliged to provide the required partial performance within an alternative performance period (possibly also with other entities), which is a period corresponding to the performance period according to the annexes to this Framework Agreement extended by 7 calendar days (alternative performance period). However, the Provider must notify the Client in writing, no later than within the period for confirming the partial order, of the fact that the Provider will provide partial performance at an alternative time of performance, including specifying and documenting the reasons for the need to use alternative performance, to the Client's contact details in accordance with this Framework Agreement.

- 2) The place of performance according to Article III. 6 hereof shall be filled by the supplier,.....xxxxxxxxxxxxxxxx

VI.

Price and Payment Terms

- 1) The Client shall pay the Provider the price for the services duly and timely provided by bank transfer to the Provider's bank account on the basis of the issued tax document. Each tax document shall be payable within 30 days after its delivery to the Client.
- 2) The price for the services provided will be determined as the sum of the prices for the provision of individual services entered on the basis of the respective calls-orders from the e-mail address/user account within the ordering system according to the Annexes to this Agreement for the invoicing period. In the Annexes, the prices for the provided services are stated in Czech crowns, exclusive of value added tax (hereinafter the "VAT"). The Provider is entitled to add applicable VAT to the price for the provided services in the amount determined in line with Act No. 235/2004 Coll., on Value Added Tax, as amended (hereinafter the "VAT Act"), as of the taxable performance date (hereinafter the "Taxable Performance Date"). The Parties agree that the invoicing period is one calendar month. The Taxable Performance Date is the last calendar day of the relevant month for which the invoice is issued, except for the calendar month of December, in which the Taxable Performance Date is set at 20 December. The billing for services rendered between 21 December and 31 December will be included in the invoice for the subsequent calendar month.
- 3) The price for the services provided includes all necessary costs. The price for the services provided also includes all costs and expenses associated with achieving the purpose of this Agreement and the partial implementation contracts, including risks of currency exchange rate changes or customs duties. The Parties expressly agree that if the Provider succeeds in monetizing the waste, he shall also be entitled to the entire amount received. The Parties consider that the Provider has taken into account the amount it intended to obtain from the monetization of the waste when setting the price of the subject of the Agreement.
- 4) The Provider assumes the risk of a change of circumstances in the sense of Section 1765 (2) of the Civil Code.
- 5) The prices for the services provided are maximum prices and may not be exceeded under any circumstances. In individual cases, the Parties may agree on lower prices. It is not possible to demand any payments not specified in the agreement.
- 6) Entitlement to the Payment of the Price for the Services Provided**
 - a) The entitlement to the payment of the price for the services provided arises upon the service acceptance by the Client, i.e. upon delivery of the result of the performed sequencing reaction in the manner prescribed in this Agreement.
 - b) The Client shall not pay any advances to the Provider.

7) Payment of the Price for the Services Provided

- a) The price for the services provided shall be paid on the basis of duly issued tax documents (hereinafter the "invoices").
- b) The price for the services will be paid in EUR. The official exchange rate of the Czech National Bank to the Taxable Performance Date will be used for the conversion of EUR/CZK. If the official exchange rate of the Czech National Bank to the Taxable Performance Date is not known when the invoice is issued, the official exchange rate of the Czech National Bank from the last working day preceding the Taxable Performance Date will be used for the conversion of EUR/CZK.
- c) Invoices shall be issued separately for each invoicing period, as defined in Article VI.2 hereof, for each e-mail address defined in Article IV.4 hereof and delivered to the Client no later than three (3) business days from the date of the Taxable Performance Date in writing in electronic form to the address: [XXXXXXXXXXXXXXXXXX](#).
- d) Invoices shall be payable within thirty (30) days after their delivery to the Client.
- e) The price for the services provided shall be paid out by means of wire transfer to the Provider's bank account specified in Article I.2 hereof. If another bank account is specified in the invoice by the Provider, it shall be assumed that the Provider wants the payment to be made to the bank account specified in the invoice. The Client's financial obligation shall be deemed fulfilled on the day when the owed amount is debited from the Client's bank account to the credit of the Provider's bank account.

8) Essentials of the Invoices

Invoices shall contain all essentials prescribed by the law and agreed between the Parties, including but not limited to the following:

- a) essentials prescribed for tax documents pursuant to Section 26 and following of the VAT Act;
- b) essentials prescribed for tax documents pursuant to Act No. 563/1991 Coll., on Accounting, as amended;
- c) payment date;
- d) bank details of the Provider;
- e) in the case of items financed from the project, the project name and registration number;
- f) the relevant e-mail address/user account within the ordering system, as defined in Article IV.2 of the Framework Agreement;
- g) attachment – confirmation of delivery / sending of performance within the scope of the relevant partial service.

The Client reserves the right to return the invoice to the Provider without payment, should the invoice fail to contain all the essentials prescribed by the Framework Agreement. In such a case, the payment term of the invoice shall be suspended and a new 30-day payment term shall commence after the delivery of a corrected invoice. Thus, the Client shall not be in delay with payment of the relevant invoiced amount.

Each tax invoice must agree exactly with the prices for services set out in the Annexes to this Agreement.

- 9) If the invoice does not contain the prescribed essentials and this fact is found only by the competent tax administrator or another authority authorized to carry out inspection activities in relation to the Provider or the Client, then the Client shall bear any and all consequences thereof.
- 10) If:
 - a) the payment of the price is to be made fully or partially by means of a wire transfer to a bank account kept with a payment service provider outside the territory of the Czech Republic in the sense of Section 109 (2) b) of the VAT Act; or if
 - b) the number of the Provider's bank account specified in this Agreement or in the invoices is not published in the manner allowing remote access in the sense of Section 109 (2) c) of the VAT Act,

then the Client shall be entitled to pay to the Provider only such part of the financial obligation arising from the invoice that corresponds to the VAT base, with the remaining amount being paid directly to the tax administrator in accordance with Section 109a of the VAT Act. Should the Provider become an unreliable taxpayer in the sense of Section 106a of the VAT Act, this provision shall apply accordingly.

VII. WARRANTY PERIOD, LIABILITY FOR DAMAGE, LIABILITY FOR DEFECTS

- 1) The warranty period and the terms of the Provider's liability for defects for the performance provided are regulated with regard to the type and nature of the performance in the Annexes to this Framework Agreement. The warranty period / period for claiming liability for defects starts from the date of delivery of the performance (by delivery to the Client's e-mail address for delivery of the performance specified in the header of this Framework Agreement) and lasts for the period according to the relevant legal regulations (Civil Code as amended). During the warranty period, the Provider is responsible for ensuring that the performance is carried out with the utmost care and in the usual quality for the relevant type of performance according to the applicable regulations, binding procedures and relevant technical and appropriate professional procedures, knowledge and expertise, and is provided within the required scope and quality. The result of the performance will be properly and sufficiently specified according to the conditions set out by the Client in this Framework Agreement or in individual sub-orders in the form of a handover certificate of the provided performance / services.
- 2) The handover and acceptance of the performance means the moment of making available to the Client the handover protocol of the provided performance / services with the corresponding content, including the accompanying report confirming the processing of the performance according to the required conditions, to the e-mail address of the Client's contact person for the delivery of the results of the performance, as specified in the header of this Framework Agreement.
- 3) The Client is entitled to complain about defects in performance found within the warranty period without undue delay after their discovery, in writing (by e-mail) to the Provider's contact e-mail address for sending individual sub-orders. When filing a complaint, it is necessary to describe the identified defects or the manner of their manifestation. For the purposes of this Framework Agreement, the provisions of Section 2112 of the Civil Code stipulating the consequences of failure to notify defects in the goods without undue delay shall not apply; the warranty shall apply to any defects in the goods that the Client claims within the warranty period.
- 4) In the event of a complaint of a defect in performance, the Provider is obliged to perform again the requested service within the corresponding scope on the basis of the original sample (if possible) or on the basis of a new sample, which the Provider is obliged to request from the Client and collect at its own expense. The Provider is obliged to provide the repeated performance within the same period of time that applies to the proper performance, while this period of time for the provision of complaint performance begins on the date of the complaint delivery, unless a different deadline is agreed between the Parties in a particular case. The rectification of the defect in performance (i.e. a new faultless performance) shall be handed over to the Client in the same form as the proper performance. Should the Provider fail to remedy the defect within the specified or otherwise agreed deadline, the Client shall be entitled to remedy the defect itself or through third parties at the Provider's expense, without losing the right to claim under the Provider's liability for defects, its entitlement under the warranty, or the right to payment of a contractual penalty under this Framework Agreement.
- 5) On the basis of this Framework Agreement, the Provider undertakes to hand over to the Client and transfer to the Client the ownership right to the results obtained in connection with the provision of services under this Framework Agreement. From the date of delivery of the performance, the Provider guarantees that the performance is not subject to any third party rights.
- 6) Except as otherwise stipulated in this Framework Agreement, the relevant Party shall be liable for any damage incurred by the other Party in breach of the relevant Party's obligations under the terms of the Framework Agreement or any individual sub-order. Liability for damage shall be governed by applicable provisions of the Civil Code, in particular Section 2894 and following of the Civil Code, as amended.

VIII. Contractual Penalties

- 1) If the Provider fails to comply with the stipulated time of performance under this Framework Agreement, the Provider shall pay the Client a contractual penalty of 1% of the value of the individual call-order for each day of delay.
- 2) If the Provider fails to rectify the defects of the performance within time limit stipulated in Article VII.4 of this Framework Agreement, the Provider shall pay the Client a contractual penalty of 1% of the value of the individual call-order for each day of delay.
- 3) In the event of a breach of the obligation to ensure legal employment and fair and decent working conditions pursuant to Article II.7 hereof, the Provider undertakes to pay a contractual penalty to the Client in the amount of CZK 25,000 for each breach.
- 4) In the event of a breach of the obligation to fulfil its financial obligations towards the Provider's subcontractors in a due and timely manner or a failure to transfer such obligation by the Provider to the lower levels of its supply chain pursuant to Article II.8 hereof, the Provider undertakes to pay a contractual penalty to the Client in the amount of CZK 5,000 for each breach.
- 5) In the event of a breach of the obligation under Article II. 10) hereof, the Provider undertakes to pay the Client contractual penalty in the amount of the maximum value of this Framework Agreement specified in Article III. 16) hereof.
- 6) In the event of a breach of the obligation under Article II. 11) hereof, the Provider undertakes to pay the Client contractual penalty in the amount of the maximum value of this Framework Agreement specified in Article III. 16) hereof.
- 7) The payment of the contractual penalty shall not affect the right to the compensation of any damage suffered in a causal connection with the reason on the basis of which the contractual penalty is charged and enforced.
- 8) The contractual penalty must be invoiced in writing and the invoice must be delivered to the Provider's complaints email address listed at the heading of this Framework Agreement. The amount of the contractual penalty and the reason for it must be stated in the invoice. The contractual penalty shall be payable within 14 days after the delivery of its invoice.

Final Provisions

IX. Final Provisions

- 1) All communication between the Parties under this Framework Agreement shall be in writing, unless otherwise specified in this Framework Agreement. Written communication means communication by registered mail, courier service, electronically (e-mail) to the specified contact addresses of the Parties or to such other address as the relevant Party may specify in a written notice sent in accordance with this Framework Agreement to the other Parties.
- 2) Unless otherwise expressly provided for in this Framework Agreement, this Framework Agreement may be supplemented or amended only in a non-substantial way in the form of written amendments signed by all the Parties to the Framework Agreement concerned, with the exception of a change of contact persons, where a written amendment to the contract is not necessary, but only a written communication is sufficient. Substantial modifications of the text of this Framework Agreement are not permitted. Each Party to the Framework Agreement shall have the right to initiate negotiations to supplement or amend the Framework Agreement.
- 3) Prior to the termination of this Framework Agreement at the end of the term for which it is concluded, the Framework Agreement may be terminated by written agreement of all Parties, unless otherwise provided for in this Framework Agreement.
- 4) Prior to the termination of this Framework Agreement at the end of the term for which it is concluded, the Framework Agreement may also be terminated by means of withdrawal by either the Client or the Provider if

the Client or the Provider materially breach this Framework Agreement in the sense of Article IX.5 hereof and, at the same time, all the conditions set out in Article IX.6 hereof are fulfilled. In these cases, the Framework Agreement shall terminate.

- 5) Material breaches of the Framework Agreement: For the purposes of this Framework Agreement, a breach is considered material if the Client or the Provider in breach of this Framework Agreement knew at the time of entering into the Framework Agreement, or at that time it was reasonably foreseeable having regard to the purpose of the Framework Agreement as implied by its contents, that the Client or the Provider, as the case may be, would have no interest in the performance of its obligations in the event of such breach of the Framework Agreement.
- 6) Conditions for withdrawal from the Framework Agreement: the Client or the Provider shall only be entitled to withdraw from this Framework Agreement individually in the event of a material breach of this Framework Agreement by the other Party and provided that at the same time:
 - a) the withdrawing Party has sent a notice by registered letter to the Provider or the Client, as the case may be, to remedy the material breach of the Framework Agreement;
 - b) the Client or the Provider, as the case may be, has not concluded any agreement regarding the existing situation;
 - c) the period of 5 business days from the date of delivery of the notice to remedy the material breach of the Framework Agreement has expired in vain, without the breach having been remedied.
- 7) The Provider is obliged to maintain the confidentiality of all facts of which it becomes aware in connection with the performance under this Framework Agreement, even after its expiry.
- 8) Subject to the terms and conditions stipulated herein, in compliance with the Client's instructions and subject to exercising all due care, the Provider hereby undertakes:
 - a) to archive at least 15 years from the effective date of the contract any and all documents executed in connection with the performance of this Agreement and to allow the Client at any time during the aforementioned period to access such archived documents; after the expiry of ten (10) years after the Item acceptance from the Provider to collect the aforementioned documents free of charge; if applicable legal regulations prescribe a longer period of archiving with respect to any particular document, the Provider shall be obliged to follow such legal regulation;
 - b) as an obliged entity pursuant to Section 2 e) of Act No. 320/2001 Coll., on Financial Control in Public Administration, as amended, to provide its co-operation and assistance in the course of any financial control, inter alia to allow the managing authority, the Ministry of Education, Youth and Sports, the Ministry of Finance, as the audit authority and as the payment and certification authority, authorized audit entities, tax authorities, authorized bodies of the European Commission, the European Court of Auditors and the European Anti-Fraud Office, the Public Prosecutor's Office, the Supreme Audit Office, the Office for the Protection of Competition and other bodies authorized by applicable legal regulations to carry out inspections to access any information and documents executed in connection with the performance of the obligations and undertakings hereunder, including access to any information and documents that are subject to protection according to special legal regulations (such as trade secrets, classified facts), subject to fulfilment of the requirements prescribed by applicable legal regulations. The Provider is obliged to provide the aforementioned authorities with its assistance and co-operation in the course of the inspections performed;
 - c) in the agreements concluded with its subcontractors, to allow the supervisory authorities listed in the preceding paragraph to carry out inspections of the Provider's subcontractors within the scope of the preceding paragraph.
- 9) The Parties undertake to resolve amicably any disputes arising between them. Only if it is not possible to reach an amicable agreement, the dispute shall be settled by a competent court of subject-matter jurisdiction

pursuant to Act No. 99/1963 Coll., the Civil Procedure Code, as amended, with the territorial jurisdiction being determined according to the registered office of the Client.

- 10) Should any of the provisions of this Agreement be or become invalid or ineffective, it shall not affect the other provisions hereof that shall continue to be valid and effective. In such a case, the Parties undertake to agree on the replacement of the invalid or ineffective provision with a new provision that shall be valid and effective and that shall best correspond with the originally intended objective of the relevant invalid or ineffective provision.
- 11) In the event of any discrepancies between any provisions of this Agreement and its Annexes, the relevant provision (wording) of the Annexes hereof shall apply.
- 12) The Parties hereby declare that they have read this Agreement prior to its execution and that they agree with the contents hereof, that this Agreement constitutes the entire agreement between them and that it has not been concluded under duress or under conspicuously disadvantageous conditions. In witness of the above, the Parties have attached their respective signatures hereunder.
- 13) This Agreement has been executed in four (4) original counterparts. Each Party shall receive two (2) counterparts of this Agreement. If the Agreement is concluded electronically, it is concluded in a single original counterpart with an electronic signature of the Parties.

List of Annexes to the Agreement:

- } Annex No. 1a to the Agreement: Technical specification and conditions of performance
- } Annex No. 1b to the Agreement: Technical specification and sample service basket

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