**Services Agreement**

This Services Agreement (the “Agreement”) is made on the date of the last signature and come into effect on the date of its publication in the Register of Contracts pursuant to Czech Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (the Register of Contracts Act), as amended (the “Effective Date”) by and between Ústav molekulární genetiky AV ČR, v. v. i., in English commonly referred to as the Institute of Molecular Genetics of the Czech Academy of Sciences (“IMG” or the “Services Provider”) having its principal office at Vídeňská 1083, 142 20 Prague 4, Czech Republic, Identification number: 68378050, represented by RNDr. Petr Dráber, DrSc., Institute Director and EU-OPENSCREEN ERIC(“EU-OS”), having its principal office at Robert-Rössle-Str. 10, 13125 Berlin, Germany represented by xxx, Director General.

Services Provider and EU-OS may each be referred to herein individually as a “Party” and collectively as the *“Parties”.*

WHEREAS, subject to the terms hereof, the EU-OS (as defined herein) desires to engage the Services Provider, and the Services Provider desires to be engaged, to provide or cause to be provided the services described herein relating to the operation of ECBD database ownership of EU-OS.

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**DEFINITIONS**

1.1  Defined Terms. Capitalized terms used, but not defined, herein shall have the meanings given them in the Agreement. As used in this Agreement, the following terms shall have the respective meanings set forth below:

“Agreement” means this Services Agreement, as it may be amended, modified or supplemented from time to time in accordance with the terms hereof.

“Business Day” means any day that is not a Saturday, Sunday or day on which banks are authorized by law to close in the cities of Berlin and Prague.

“Confidential Information” means all confidential, proprietary or non-public information of a Party, whether set forth in writing, orally or in any other manner, including all non-public information and material of such Party (and of Persons with which such Party has entered into confidentiality agreements) that another Party obtains knowledge of or access to, including non-public information regarding products, processes, business strategies and plans, customer lists, research and development programs, computer programs, hardware configuration information, technical drawings, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), trade secrets, schematics and other technical, business, marketing and product development plans, revenues, expenses, earnings projections, forecasts, strategies, and other non-public business, technological, and financial information

“ECBD” means the European Chemical Biology Database, a central data hub (https://ecbd.eu/) for data generated within the EU-OS network. ECBD is owned by EU-OS and shall be operated by the Services Provider under this Services Agreement.

“Law” means any applicable constitutional provision, statute, act, law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration or interpretative or advisory opinion or letter of a Governmental Authority having valid jurisdiction.

“Party” or “Parties” has the meaning given such terms in the above recitals.

“Receiving Party Personnel” has the meaning given that term in Section 3.1(b).

“Services” means the services provided under this Services Agreement by or on behalf of the IMG (Services Provider) to the EU-OS pursuant to this Agreement, which are set forth in Exhibit A to this Agreement.

“Services Provider” has the meaning given such term in the above preamble.

“Term” means the period commencing with the Closing Date and ending on the date of termination of this Agreement pursuant to Section 4.1.

“Work Product” has the meaning given that term in Section 3.2.

**SUBJECT OF THE AGREEMENT, SERVICES PROVIDER REIMBURSEMENT**

2.1 Subject of the Agreement

The Parties agree that IMG shall provide to EU-OS the Services, as specified in Exhibit A to this Agreement.

The Parties also wish to resolve a situation arising as a consequence of not signing an amendment to an ECBD Development and Operation Agreement, concluded between the Parties on March 25, 2019, that encompassed the development and operation of the ECBD, including subsequent maintenance, customer support, and other services (hereinafter referred to as the “Original Agreement”). The term of the Original Agreement was March 24, 2024, however the Parties have reached a mutual agreement on extension of the Original Agreement until December 31, 2024. Due to the legal form of the IMG and the value of the services, the effectiveness of such extension was subject to its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., on the Register of Contracts, as amended. However, the publication of the prolongation amendment in the Register of Contracts did not occur and therefore the Original Agreement was not extended, however the services continued and still continue to be provided by the IMG, with consent of the EU-OS, as if the Original Agreement was still in effect. The Parties agree to settle the cost for services provided by IMG in the period from 25th March 2024 until the Effective Date as a part of the reimbursement under Section 2.2 of this Agreement.

2.2  Services Provider Reimbursement.

Based on an invoice issued by the Services Provider on the Effective Date, the EU-OS shall pay the Services Provider, with respect to the Services provided by the Services Provider during this period, an amount equal to the sum of: EUR 112.500 excl. VAT. The due date is 14 days from the date the invoice is issued.

**CONFIDENTIALITY**

3.1 Confidential Information.

(a) Non-disclosure. The Service Provider, on the one hand, and the members of the EU-OS, on the other hand, shall maintain the confidentiality of the other Party’s Confidential Information and not disclose such Confidential Information to any third party or use such Confidential Information, except as permitted in this Section 3.1(a). Each Party further agrees to take the same care with the other Party’s Confidential Information as it does with its own, but in no event less than a reasonable degree of care. Excepted from these obligations of confidence and non-use is that information which:

(i) is available, or becomes available, to the general public without fault of the receiving Party;

(ii) was in the possession of the receiving Party on a non-confidential basis prior to receipt of the same from the disclosing Party;

(iii) is obtained by the receiving Party without an obligation of confidence from a third party who is rightfully in possession of such information and, to the receiving Party’s knowledge, is under no obligation of confidentiality to the disclosing Party; or

(iv) is independently developed by the receiving Party without reference to or use of the disclosing Party’s Confidential Information; or

(v) the receiving Party is obliged to provide under a law or under an individual legal act of a public authority, including a court.

(b) Receiving Party Personnel. The receiving Party will limit access to the Confidential Information of the disclosing Party to those of its employees, attorneys and contractors that have a need to know such information in order for the receiving Party to exercise or perform its rights and obligations under this Agreement (the “Receiving Party Personnel”). The Receiving Party Personnel who have access to any Confidential Information of the disclosing Party will be made aware of the confidentiality provision of this Agreement, and will be required to abide by the terms thereof. Any third-party contractors that are given access to Confidential Information of a disclosing Party pursuant to the terms hereof shall be required to sign a written agreement pursuant to which such Receiving Party Personnel agree to be bound by the provisions of this Agreement, which written agreement will expressly state that it is enforceable against such Receiving Party Personnel by the disclosing Party.

(c) Remedies and Enforcement. The Parties acknowledge and agree that a breach by a Party of its obligations under this Section 3.1 would cause irreparable harm to the other Party and that monetary damages would not be adequate to compensate the non-breaching Party. Accordingly, the Parties agree that a non-breaching Party shall be entitled to immediate equitable relief, including a temporary or permanent injunction, to prevent any threatened, likely or ongoing violation by the breaching Party, without the necessity of posting bond or other security. A non-breaching Party’s right to equitable relief shall be in addition to other rights and remedies available to such non-breaching Party, for monetary damages or otherwise.

3.2 Ownership of Work Product. The work produced by the Services Provider under the terms of this Agreement, including, without limitation, all workpapers, drafts, notes, reports, extracts and other written or electronic recordings, developed in connection with the performance of Services hereunder (“Work Product”) shall be the property of the EU-OS. The Services Provider shall have no right or interest in any such Work Product, but may use such Work Product to perform Services hereunder, all in accordance with the limitations, duties and obligations imposed by this Agreement.

**TERM AND TERMINATION**

4.1 Term.

This Agreement shall remain in force and effect until December 31st 2024.

4.2 Termination.

(a) This Agreement may be terminated without a notice period at any time by the Services Provider upon the EU-OS’s material breach of this Agreement, if (i) such breach is not remedied within 60 days (or 30 days in the event of material breach arising out of a failure to make payment hereunder) after the EU-OS’s receipt of written notice thereof (or such longer period as is reasonably required to cure such breach, *provided* that the EU-OS commences to cure such breach within the applicable period and proceeds with due diligence to cure such breach), and (ii) such breach is continuing at the time notice of termination is delivered to the EU-OS; or

(b) This Agreement may be terminated at any time by the EU-OS, upon the Services Provider’s material breach of this Agreement, if (i) such breach is not remedied within 60 days after the Services Provider’s receipt of the EU-OS’s written notice thereof, or such longer period as is reasonably required to cure such breach, *provided* that the SERVICES PROVIDER commences to cure such breach within such 60-day period and proceeds with due diligence to cure such breach, and (ii) such breach is continuing at the time notice of termination is delivered to the SERVICES PROVIDER.

(c) If this Agreement is terminated in accordance with this Section 4.2, all rights and obligations under this Agreement shall cease except for (a) obligations that expressly survive termination of this Agreement, (b) liabilities and obligations that have accrued prior to such termination, and (c) the obligation to pay any portion of amounts payable that have accrued prior to such termination, even if such amounts have not become due and payable at that time.

4.3 Survival. The provisions of Section 4.2(c) (with respect to unpaid amounts due hereunder), shall survive any termination of this Agreement.

**MISCELLANEOUS PROVISIONS**

5.1 Notices. All notices, requests or consents provided for or permitted to be given pursuant to this Agreement must be in writing and must be given (a) by post or (b) by e-mail to such Party. Termination notices must be delivered only by post. Notice given by post shall be effective upon actual receipt. Notice given by e-mail shall be effective upon actual receipt if received during the recipient’s normal business hours, or at the beginning of the recipient’s next Business Day after receipt if not received during the recipient’s normal business hours.

**If to the Services Provider:**

Name: xxx

Position: Infrastructure Director

Address: Vídeňská 1083, 142 20 Prague 4, Czech Republic

E-Mail: xxx

**If to any member of the EU-OS Group:**

Name: xxx

Position: Director General

Address: Robert-Rössle-Str. 10, 13125 Berlin, Germany

E-Mail: xxx

5.2 Choice of Law; Submission to Jurisdiction. This Agreement shall be subject to and governed by the laws of Germany. Each Party hereby submits to the jurisdiction of the courts in Germany.

5.3 Entire Agreement. This Agreement constitutes the entire agreement of the Parties relating to the matters contained herein, superseding all prior contracts or agreements, whether oral or written, relating to the matters contained herein.

5.4 Further Assurances. In connection with this Agreement and all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.

5.5 Assignment. This Agreement may not be assigned by any Party without the prior written consent of all of the other Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

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| Prague, on ……………. 2024 |  | Berlin, on …………… 2024 |
|  |  |  |
| Ústav molekulární genetiky AV ČR, v. v. i. |  | EU-OPENSCREEN ERIC |
|  |  |  |
| RNDr. Petr Dráber, DrSc. |  | xxx |
| Director |  | Director General |

**EXHIBIT A**

**Description of Services**

SERVICES

The following services will be provided by Services Provider:

The Services Provider will provide its self-developed hosted software solution of the European Chemical Biology Database (ECBD), including user support, bug fixes and minor system updates to its current functionality. The user support also includes the management of the data upload process, the curation of the user-uploaded data and the updates of the ECBD's internal datasets (compound library, compounds' quality control data and reports). The whole system including the database will adapt standard backup and disaster recovery strategy with daily backups and functionality monitoring.