

**IBM Agreement for Services Statement of Work (SOW)**

*Scope of Services, Completion Criteria, Charges, and other applicable terms*

### Grant Recipient (Grantee)

Charles University

10 Number 00216208

Registered office in Prague 1, Ovocny trh 560/5 , Postcode 11O 00

Concerning Second Faculty of Medicine, Charles University V Uvalu 84

150 06 Prague 5 Czech Republic

The grant recipient is referred to below as "Grantee." and

IBM Ceská republika, spol. s ro.

IO Number 140 90 992

Registered office in Prague 4 , Chodov , V Parku 2294/4 , Postcode 148 00

Hereinafter referred to as the "IBM"

### Scope of Work

IBM will provide a Oiscovery grant to Second Faculty of Medicine, Charles University for the purpose of platform creation which will be continually loading genome sequences and put them into broader context.

IBM will prepare:

* Analysis
* High level design
* lmplementation scope finalization

Form: IBM design workshop conducted together with the customer, analysis and architecture drill down sessions

As part of this grant, IBM intends to deliver the following to the Grantee:

platform which will be continually loading genome sequences of patients under treatment and put them into broader context, including source code, user level and developer level documentation .

### Estimated Schedule

IBM shall fulfill its obligation described in this agreement from August 7, 2017 until October 31 , 2017 . Grantee Responsibilities

* ldentify participants for all workshop(s), and work in a necessary extent with IBM to schedule workshop(s) and other activities to ensure maximum participation while adhering to the overall timetable for the engagement.
* Designate a single Point-Of-Contact (POC) for IBM to communicate with regarding facilities , food/refreshments , and logistics.
* Will engage, as necessary , Grantee leadership and key stakeholders .
* Provide necessary information as agreed by both contractual parties in a timely basis as outlined in the agreed-upon project timeline .
* Tweet about the grant delivery during the workshop(s), if your organisation has a Twitter handle.
* Sign and return a Grant Completion Form that will be sent to you by IBM upon the completion of this grant.

### Completion Criteria

IBM will have fulfilled its obligations under this SOW when one of the following first occurs:

* IBM completes its responsibilities described in "Scope of Work" above; or
* The Grantee or IBM terminates the project in accordance with Appendix B - General Provisions; or
* The scheduled date for the workshop has passed and an extension is not mutually agreed upon.

### Financial Summary

The market value of this grant is CZK 771375 in services and expenses (including all taxes and governmental fees) , which is funded in its entirety by a grant from IBM. IBM undertakes the obligation to perform all works within the scope of work specified in this Agreement, provide all rights according to this Agreement and bear all related costs, without any remuneration, if this Agreement does not set out expressly otherwise .

### Assumptions

* Any travel, lodging, or meal expenses for participants from the Grantee are the responsibility of Grantee .
* IBM will provide to the Grantee until October 25, 2017 softcopies of the presentation materials and the Fina! Report containing the result of the works according to this agreement ("Materials").

### Signature Requirements

Each of us agrees that the complete agreement between us about these Services consists of : 1) the letter,

1. the referenced Statement of Work , and 3) Appendices A and B attached.

### 3. 8. 2017

# Appendix A: Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

* 1. A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe

/ the change, the rationale for the change, and the effect the change will have on the project.

* 1. The designated POC of the requesting party will review the proposed change and determine whether to submit the request to the other party.
	2. Both POCs will review the proposed change and agree to implement it, recommend it for further investigation , or reject it:
		1. lf IBM and the grantee agree to the changes, the PCR will be approved; or
		2. lf recommended for further investigation , both IBM and the grantee will agree to the investigation, in writing . The investigation will determine implementation changes and their effect on the market value , schedule, and terms and conditions of the SOW , to warrant PCR re-submission ; or
		3. lf rejected, no further action will be taken and the original LOA & SOW terms will remain in effect.
	3. . A PCR must be signed by both parties to authorise implementation of any changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.
	4. A PCR that has been signed by authorised representatives from both parties constitutes a change authorisation for purposes of this SOW.

# Appendix B: General Provisions of IBM Grant

References to "we'', "us'', "aur'' and "IBM" in this Appendix B means IBM eská repubika, spol. s r.o. ("IBM"). References to "You" and "Your" in this Appendix B mean Second Faculty of Medicine, Charles University.

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The term "Agreement" as used herein means Appendices A and B, the Statement of Work and the Grant

Agreement Letter.

You hereby agree to the following:

3.

This Agreement does not grant either party the right to use the other party's or their affiliates' trademarks , trade names or service marks, or other designations in any promotion or publication , without prior written consent.

1. . IBM's maximum aggregate liability for any and all claims that may arise from this agreement whether in contract or in tort or on any other basis, including claims for IBM's performance or nonperformance , will be limited to local currency equivalent of 122500 CZK , or the grant market value, whichever is lower. This limitation will not apply however to claims by You for bodily injury (including death) or damage to real property or tangible persona! property caused by IBM. Under no circumstances will IBM be liable for special , incidental, or indirect damages or for any economic consequential damages (including lost profits or savings) even if IBM has been informed of their possibility . For purposes of this section 5, IBM means IBM and each of its

subsidiaries , partnerships , affiliates , and their respective subcontractors and agents.

1. You understand that there are a number of variables that go into developing and maintaining any technology project and that it is difficult to realistically anticipate or accurately predict a projecťs final cost. You agree that IBM is only obligated to provide hardware, software and services under this grant and the agreement up to the Maximum Grant. Nevertheless without a written agreement You will be not obligated to pay any remuneration or costs of works
2. You agree You are solely responsible for all software you provide and content used and/or shared in connection with the Project which you provide and agree that You have all rights needed for IBM to work with the provided software and content and to place and display the content and share it with others if required for the implementation of the Project. You must advise IBM in writing of any third party or open source software that you intend to use as part of the Project. You also agree that You are responsible for your complying with all laws of the Czech republic, including privacy laws, in connection with the Project. You agree to be fully responsible for and protec! IBM against any claims that You do not have rights to the content or any software You give IBM access to..

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1. You represent and warrant that you are university based on law number 111/ 1998 Sb.
2. This Agreement shall be governed by the laws of the Czech Republic .
3. This Agreement will not prevent or in any way limit IBM from: i) developing, manufacturing and marketing products or services which may be competitive to your products or services; ii) providing products or services to others who compete with you ; or iii) assigning and re-assigning its employees in any way it may choose .

10. IBM may terminate this agreement , and cease all services under this agreement , with or without cause , by providing at least 30 days prior written notice.

 11.You will use the deliverables , services and products received under this grant agreement solely for the benefit of your organisation , in a manner that reflects the highest standards of ethical conduct and in accordance with all laws, rules and regulations applicable to You , including without limitation anti-bribery laws. You agree that no individua! associated with or employed by your organisation will improperly benefit, whether directly or indirectly, from the grant. You agree that this grant is not intended to influence, and will not influence, the IT procurement decisions of Your organisation (or any organisation with which your officers, board members or trustees are affiliated) .

12.You will not offer , promise or make, directly or indirectly (using a portion of the grant (in the case of a cash grant) or otherwise) any payment for the purpose of improperly influencing (or inducing anyone to influence) decisions or actions of any official of a government controlled entity or public international organisation .

13.You agree that the grant of the Project will not preclude or restrict IBM from bidding on any business opportunities that might exist with You. The grant being provided hereunder is not made for the purpose of lobbying. You will take appropriate action to mitigate or eliminate any conflicts of interes! that might interiere with this grant or the Project or any future agreements between the parties.

14.You agree that you will not be receiving technology or cash under the Project .