

ANNEX 2
TO THE ELIXIR COLLABORATION AGREEMENT
WITH THE NODE

COMMISSIONED SERVICES CONTRACT NR2
FOR THE IMPLEMENTATION STUDY
CZ-2017-DATAMOVEMENT

THIS CONTRACT dated 28 Dec 17 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

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

- Biology Centre, Academy of Sciences of the Czech Republic, České Budějovice (BC)
- Charles University, Prague (CU)
- Institute of Biotechnology, Academy of Sciences of the Czech Republic, Prague (IBT)
- International Clinical Research Center of St. Anne's University Hospital, Brno (ICRC)*
- Institute of Chemical Technology, Prague (ICT)
- Institute of Microbiology AS CR, Prague (IMB)
- Institute of Molecular Genetics, Academy of Sciences of the Czech Republic, Prague (IMG)
- Masaryk University, Brno (MU)
- Palacky University, Olomouc (UP)
- University of South Bohemia, České Budějovice (USB)
- CESNET z.s.p.o., Prague (Czech Education and Scientific Network)
- University of West Bohemia, Plzeň (UWB)
- Czech Technical University, Prague (CTU)

represented by RNDr PhDr Zdenek Hostomsky CSc, IOCB AS CR director.

Hereinafter called the "**Czech ELIXIR Node**" or the "**ELIXIR Node**",

each one a "Party" and collectively "the Parties".

WHEREAS

A. This Contract is an integral part of the ELIXIR Collaboration Agreement ('CA') with the ELIXIR Node. All provisions of the ELIXIR CA are applicable and remain unchanged as set forth therein.

B. As set forth in art. 8.6 ECA and art. 5.3 CA the ELIXIR Board may commission technical or administrative services from the ELIXIR Node that would normally fall under the responsibility of the Hub and such activities shall be funded through the ELIXIR Budget (Commissioned Services).

C. The definition and process for selecting and approving ELIXIR Implementation Studies, being services commissioned from the ELIXIR Node, is set forth in Board Paper ELIXIR/2015/27 - "Proposal for a process for the selection and approval of ELIXIR Commissioned Services" approved by the ELIXIR Board on 22nd of October 2015. Accordingly, an ELIXIR Implementation Study is a specific, time limited (usually less than 18 months) study in which the ELIXIR Hub brings relevant ELIXIR Node services together into a single proposal for a concerted requirements definitions project. It has technical and/or scientific components that may establish reference implementations or baseline performance metrics, and it shall deliver a report that, if considered appropriate, may provide the basis for future Infrastructure Services. The pre-financing rules of the Implementation Studies are set forth in the ELIXIR Board Paper ELIXIR/2016/12.

D. The ELIXIR Hub has selected the Czech ELIXIR Node to carry out the Implementation Study in accordance with the above-mentioned process in collaboration with the Finland ELIXIR Node, the German ELIXIR Node, the Swedish ELIXIR Node and EMBL-EBI in its function as an ELIXIR Node.

This Commissioned Services Contract for the Implementation Study sets out the scope and the terms under which the Czech ELIXIR Node shall perform its part of the Implementation Study and is annexed to the CA, which serves as a master agreement.

The Parties hereby agree on the following clauses

1. The Project

1.1. The aim of this Implementation Study (hereinafter also referred to as the "Project") is to bring together funded work already taking place within ELIXIR-EXCELERATE, EUDAT2020 and the ELIXIR Nodes into an integrated activity:

Deployment and integration of FTS3 by CESNET for use by ELIXIR and integrated into the ELIXIR AAI for use by RDSDS and other activities.

Deploy and test in a wide area testbed the first pre-releases from EMBL-EBI of the Reference Data Set Distribution Service (RDSDS) currently being developed by EMBL-EBI within the EUDAT 2020 project.

The expansion and performance of the current data transfer testbed to explore FTS3 and RDSDS by identifying ELIXIR nodes (and others) capable of hosting large reference data sets and the reference data sets that will be transferred to test the system.

1.2. The participants of this Project are the Czech ELIXIR Node, the Finland ELIXIR Node, the German ELIXIR Node, the Swedish ELIXIR Node and EMBL-EBI in its function as an ELIXIR Node. Each Node is solely liable for its own part of the Project.

1.3. The Czech ELIXIR Node will ensure the implementation of its part of the Project, reporting and communication and shall perform the tasks as detailed in art 2.

2. Tasks to be performed by the ELIXIR Node

2.1. Notwithstanding the ELIXIR Node's general obligations as outlined in the CA, the tasks performed by the ELIXIR Node including the delivery of the milestones and deliverables as a part of the Implementation Study shall be the following:

- a) Deliverable: Deploy FTS3 enabled with ELIXIR AAI documented and ready for use; Month 2;
- b) Deliverable: Project final report delivered with outcomes and impact of the study Month 6.

2.2. The ELIXIR Node submits the Project Plan attached as Appendix 1 to this Contract, which includes the Project schedule in accordance with which the Project shall be performed. The part of the Project to be performed by the Czech ELIXIR Node shall be the works indicated in art. 2.1.

2.3. The ELIXIR Node shall provide a final report that describes the outcomes and impact of the study and makes the allocation of funds in its delivery of the Commissioned Services transparent for all ELIXIR Member States. The report shall be peer-reviewed by the appropriate ELIXIR Technical and Leadership Groups. The final report will be approved by the ELIXIR Director. A written approval of the report shall not be unreasonably withheld.

2.4. The ELIXIR Node is responsible to ensure that the ELIXIR Hub has up-to-date contact details of the persons responsible for the Project.

2.5. The ELIXIR Node provides updates on Project progress upon request by the ELIXIR Hub.

3. Funding of the Project

3.1. As set forth in art. 5.3.1 of ELIXIR CA with the ELIXIR Node, technical or administrative services commissioned by the ELIXIR Hub from the Node will be funded by the ELIXIR Budget.

3.2. The value of the part of the Project carried out by the Czech ELIXIR Node is 7,500 EUR. The funding shall be distributed as follows:

A pre-financing of 7,500 EUR shall be provided to the ELIXIR Node after the signature of this Contract.

3.3. Once this Contract has been signed, the ELIXIR Node shall issue an initial invoice to the ELIXIR Hub based on the approved pre-financing amount. The ELIXIR Hub shall provide the funding within 30 days of acceptance of said invoice.

3.4. Should the ELIXIR Director not approve the deliverable, the ELIXIR Director shall give the Node precise guidance on how to revise the deliverable. The Node shall be provided with a reasonable time to perform the deliverable revision, however the total duration of the Project shall not, in any case, exceed 18 months' time, unless decided otherwise in accordance with the rules set up in 4.3 and 4.4.

3.5. The invoices shall be VAT free, include an identifier and invoice number issued by the ELIXIR Hub and include the following recipient's details:

ELIXIR Hub
EMBL-EBI
Wellcome Genome Campus
Hinxton, Cambridge
CB10 1SD, UK

The invoices shall be sent to admin@elixir-europe.org.

4. Project duration and termination of the Contract

4.1. The Project starts on 1 October 2017 and lasts for 6 months.

4.2. This Contract ends when either the Project ends or the Commissioned Service Contract is terminated in accordance with art. 8.8 ECA or art. 15 CA, with the effect from the date of the Project end or the termination of the obligations imposed on the Parties.

4.3. In case the time allocated for the Project expires without the ELIXIR Node having satisfactorily provided the deliverable, no further funding will be granted to the ELIXIR Node for the Project; notwithstanding that the CA may be terminated by the ELIXIR Board in accordance with Art. 15.3 CA. Exceptionally upon the approval by the ELIXIR Director the duration of the Project might be extended without granting any further funding provided that the total duration of the Project including the extended period does not exceed 18 months. The extension of the total Project's duration beyond 18 months requires the approval by the ELIXIR Board.

4.4. In the event of a delay in the performance of the Project caused by a force majeure referred to in art. 4.5 or caused by the ELIXIR Hub, the duration of the Project shall be extended by the time of the delay. The grounds and effect of such delay shall be confirmed in accordance with the rules set up in art. 4.3.

4.5. A force majeure is an event that cannot reasonably be expected to have been taken into consideration at the time of signing the Contract and that makes it impossible or unreasonably difficult to perform the Project within the time set or in the manner agreed. Examples of a force majeure include wars, insurrections, natural disasters, interruptions in energy supply or data communications, fires, strikes, blockades, or other equally significant and uncommon events beyond the control of the Parties.

5. Internal quality assurance and evaluation of Implementation Study

5.1. The ELIXIR Node ensures to implement and maintain the internal quality assurance system during the performance of this Contract in order to safeguard the coordination of the Project, assuring adequate resources, documentation and expertise, as required in the ELIXIR Collaboration Agreement.

5.2. Software developed and data produced as part of this Implementation Study will be Open Source or Open Access from the beginning of the Implementation Study under appropriate license in line with ELIXIR best practice recommendations. Exceptions to this policy will be agreed in writing after review by ELIXIR Director and the Heads of Nodes Committee.

5.3. The performance of the Implementation Study by the ELIXIR Node shall be evaluated by the ELIXIR Scientific Advisory Board as part of the overall ELIXIR infrastructure review.

5.4. The ELIXIR Node shall ensure that all records on how the funds have been used are kept for a ten-year period.

In witness whereof, the Parties have caused the Contract to be executed by their duly authorised representatives as of the Effective Date.

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

Zdenek Hostomsky

Date:

28.12.2017

Niklas Blomberg

Date:

26.1.2017

Appendix 1: Project Plan