



## LOAN AGREEMENT

1708  
17.31  
BETWEEN

The Company ALVEOLE, SAS with a share capital of 124 342 euros, registered with the Paris Trade and Companies Register, number 528 889 538 whose head office is located 68, boulevard de Port-Royal 75005 Paris,

Represented by Romuald VALLY, in his capacity as Chief Operation Officer,

Hereinafter referred to as ALVEOLE,

AND


Institute of Molecular Genetics of the ASCR, v. v. i. whose office is located Videňská 1083, 142 20 Prague 4, represented by Petr Dráber, Ph.D., D.Sc. in his capacity as Director of the Institute Hereinafter referred to as The Borrower,

Hereinafter referred to individually as « Party » and collectively « Parties ».

The following has been agreed:

### ARTICLE 1 - PURPOSE

The present agreement is related to the loan of the following equipments with a total of: **146,390 €**

- Protein patterning solution by optical illumination PRIMO composed of :
    - An optical case S/N PRO-1606-0013
    - A power supply unit S/N PRA-1702-0068
  - Specific dichroic mirror for UV illumination
  - Motorized stage Marzhauser kit:
    - Motorized stage SCAN IM 130x85 S/N 17042080 and its communication cables
    - Two axe joystick S/N 1707162121
    - TANGO 2 PCI/e Controller S/N 163713110
  - Camera Hamamatsu Orca Flash 4.0 LT S/N 001115
  - Microscope Nikon Ti-Eclipse S/N 637224 in two-layer configuration
  - Epifluorescence Light source CoolLED pE-300 Ultra S/N BU0019
  - Dell Workstation T3620 and monitor
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## **ARTICLE 2 – USE OF THE EQUIPMENT**

The equipment will be used for research activities in the field of protein printing.

## **ARTICLE 3 – TERM OF THE LOAN**

The aforementioned equipment is loaned free of charge for the following period:

- start date: 02.28.2018
- end date: 04.04.2018

## **ARTICLE 4 - AUTHORISATION**

The Borrower must ensure that the site's technical environment complies

- with the equipment's installation constraints (electrical, climate, ground loads, static and dynamic footprints, ...)
- with safety regulations (fire, radiation protection, electricity, classified installations)

## **ARTICLE 5 – RETENTION OF OWNERSHIP**

The equipment remains the full and exclusive property of the company ALVEOLE. For the duration of the loan, the Borrower must not donate, sell, lend or sub-let the equipment. He must not modify the equipment in any way.

## **ARTICLE 6 - RESPONSIBILITY**

The Borrower shall be responsible for the proper use of the equipment.

The Borrower agrees to cover all the repairing costs to achieve the refurbishment of the equipment if the equipment loaned by ALVEOLE undergoes any damages during loan period which are caused by Borrower's employees and/or student.

The Borrower agrees to allow the company ALVEOLE access to the equipment in order to perform, or have performed by any third party of its choice, regular maintenance on the equipment, in order to ensure it remains in perfect working condition, ready to use and well presented.

Any damage caused by the equipment is the sole responsibility of ALVEOLE, if the damage is the result of a malfunction or a defect in the manufacturing or design of the loaned equipment.

Any damaged caused by negligence and/or wilful misconduct of ALVEOLE is the sole responsibility of ALVEOLE.

## **ARTICLE 7 - OBLIGATIONS**

ALVEOLE guarantees the delivery, installation, maintenance and removal of the equipment.

ALVEOLE agrees to provide equipment which has no visible defects and which meets all applicable conformity and safety standards. The equipment must be in full working order, ready to use and well presented.

ALVEOLE agrees to provide the borrower with all the recommendations and specifications related to the use of the equipment, on the day of delivery at the latest.

The Borrower will use the equipment in normal conditions for the type of equipment.

He will return the equipment in the condition it is in at the end of the loan. Under no circumstances, the acceptance of a loan formalised by the present agreement will be considered as a commitment to purchase or a permanent loan, either for payment or free of charge.

## **ARTICLE 8 – TERM - TERMINATION**

The present agreement takes effect from the date of delivery of the equipment and remains valid until the date of the end of the loan, as specified in article 2. It can be extended by amendment.

The present agreement can be terminated by operation of law at any time by either Party, hereinafter referred to as the « Terminating Party »:

- if the other party fails to perform its contractual obligations. This termination will only take effect three weeks after the terminating Party has sent a registered letter with proof of receipt stating the grounds for the complaint, unless the defaulting Party has fulfilled its obligations during this time or produced proof of an impediment due to force majeure,
- for the destruction or loss of all or part of the equipment without notice. The Parties will carry out the clearance of accounts on the day of destruction;
- for any other supported reason. The termination will take effect three weeks after the terminating Party has sent a registered letter with proof of receipt stating the grounds for the termination.

The termination of the present agreement entails the return of the equipment within three weeks from the receipt of the registered letter referred to in the previous paragraph.

## **ARTICLE 9 - DISPUTES**

For any dispute arising between the Parties concerning the interpretation or implementation of this agreement, the Parties agree that the dispute will be brought before the competent courts.

Done in two original copies

In PARIS, on 23.02.2018

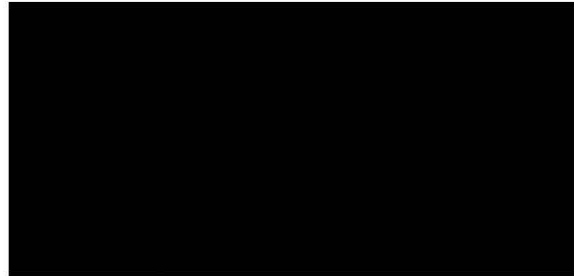
ALVEOLE

Romuald VALLY

Chief Operation Officer



The Borrower



*v Praxe 2.3.2018*

