

## EVENT ORGANIZATION AGREEMENT

concluded pursuant to Section 1746 of Act No. 89/2012 Coll., the Civil Code, as amended, (hereinafter referred to as "Agreement") by the Contracting Parties stated below:

Name: Masaryk University, Central European Institute of Technology  
Registered office: Žerotínovo nám. 617/9, 601 77 Brno  
Correspondence address: [REDACTED]  
ID No.: 00216224  
VAT ID No.: CZ00216224  
Represented by: [REDACTED] Director of Institute  
Registration: university pursuant to Act No. 111/1998 Coll., not registered in the Commercial Register  
Bank details: [REDACTED]  
Contact person: [REDACTED]  
E-mail: [REDACTED]@ceitec.muni.cz

(hereinafter referred to as "CEITEC")

and

Business name / name: Thermo Fisher Scientific (legal entity name: FEI Europe BV)  
Registered office: .....  
Correspondence address: Achtseweg Noord 5, 5651 GG Eindhoven  
ID No.: .....  
VAT ID No.: NL801626857B01  
Represented by: [REDACTED]  
Registration: .....  
Bank details: [REDACTED]  
Contact person: [REDACTED], e-mail: [REDACTED]@fei.com

(hereinafter referred to as "Thermo Fisher")

Jointly referred to as "Contracting Parties"

### I.

#### Subject Matter of the Agreement

1. Subject-matter of this Agreement is the obligation of CEITEC to organize an event in the interest of joint research cooperation with Thermo Fisher bearing the title "**1st Symposium on Recent Advances in Cryo-Electron Microscopy**" (hereinafter referred to "Event") which shall take place on 18 April 2018; and the obligation of Thermo Fisher to reimburse the price for organization of the Event as stated in Article III. hereof.
2. CEITEC undertakes to:
  - Provide premises for the Event realisation;
  - Provide catering for 70 participants of the Event in the range of 1 lunch, 1 dinner, 3 coffee breaks;

- Arrange transport of the participants of the Event as follows:  
18 April: from Hotel International to CEITEC (Bohunice) and back  
19 April: from Hotel International to ThermoFisher ( [REDACTED] ) and back;
- Arrange transport and accommodation for 6 speakers presenting at the Event.

## **II.**

### **Premises and date of the Event**

1. According to the Article I. Paragraph 1 hereof, the Event shall take place on 18 April 2018 from 9 a.m. to 10 p.m. in the Atrium of A35 Building, University Campus Bohunice, located at the address: Kamenice 753/5, 625 00 Brno-Bohunice.
2. Thermo Fisher is aware of the fact that the premises of the building are not closed and they are freely accessible to all Masaryk University employees as well as to any University Campus Bohunice visitors. Participants to the Event specified in Article I. Paragraph 1 hereof are allowed to enter only those premises defined hereby – in particular, the participants are not allowed to enter 2<sup>nd</sup> floor premises and the footbridge.
3. Also, Thermo Fisher is aware of the fact that a work of art by [REDACTED] Tangle/Untangle (hereinafter referred to as “Work of Art”) is placed in the entrance area, and this Work of Art is not included in the Subject Matter of this Agreement, therefore Thermo Fisher undertakes not to move this Work of Art or otherwise use it. In case, this Work of Art is damaged or destroyed in the course of the Event, Thermo Fisher is obliged to pay contractual penalty to CEITEC at the amount of CZK 400,000. The right for compensation of damage is not affected by this provision.
4. Thermo Fisher hereby confirms to have been acquainted with the Obligatory conditions for activities performed by other companies’ employees with respect to Health and Safety and Fire Protection in CEITEC MU and with the University Campus Bohunice Operating Rules which both form an integral part of this Agreement.

## **III.**

### **Price**

1. According to Article I. hereof, Thermo Fisher undertakes to reimburse the price agreed by the Contracting Parties in the amount of EUR 13,000 VAT excluded to CEITEC. VAT shall be added to the total sum pursuant to Act No. 235/2004 Coll., on Value Added Tax, as amended.
2. The Contracting Parties agree that Thermo Fisher shall reimburse the price according to Article III. Paragraph 1 hereof on the basis of the duly issued invoice delivered to Thermo Fisher with the due date of 14 days starting on the date of its delivery to Thermo Fischer.
3. In case of delay of payment for the provided services, Thermo Fisher is obliged to pay CEITEC a contractual penalty for delay in the amount of 0.02% per day from the outstanding amount for every day of delay till it is fully paid up. The right for compensation of damage is not affected by this provision.
4. Any payments for electric power and other services connected with the use of the premises are included in the price according to Article III. Paragraph 1 hereof.

## **IV.**

### **Termination**

1. This Agreement shall be terminated by:
  - a. The lapse of time for which it was concluded;
  - b. Written agreement on termination of this Agreement concluded by Thermo Fisher and CEITEC;
  - c. Withdrawal from the Agreement if it is explicitly permitted by the Agreement.
2. The Agreement terminates on the basis of a written agreement made by the both Contractual Parties as of the date which is explicitly specified in the written agreement of the Contractual Parties.
3. CEITEC is entitled to withdraw from the Agreement if Thermo Fisher fails to meet any of the basic duties stated herein, although being notified in written form, i.e. fails to reimburse the agreed price for the provided services, or seriously violates safety, fire or other regulations which they have agreed to follow. The withdrawal shall take effect as of the date of delivery of the written notice to Thermo Fisher. In case of withdrawal from the Agreement pursuant to this Article, Thermo Fisher is obliged to compensate CEITEC for all provably incurred costs. The right for compensation of damage is not affected by this provision.
4. Thermo Fisher is entitled to withdraw from the Agreement if CEITEC seriously violates its duties arising from this Agreement, although being notified in written form. The withdrawal shall take effect as of the date of delivery of the written notice to CEITEC. In case of withdrawal from the Agreement according to this Article, CEITEC is obliged to pay back Thermo Fisher all payments connected with performance of this Agreement which were received from Thermo Fisher, excluding all provably incurred costs.

## **VI.**

### **Common and Final Provisions**

1. All legal relations arising from this Agreement are governed by the applicable provisions of Act No. 89/2012 Coll., the Civil Code, as amended.
2. Any changes and amendments hereto may be performed only in a form of a written amendment agreed by both Contracting Parties.
3. The Contracting Parties agree that the Agreement shall be published in the Contracts Register pursuant to Act No. 340/2015 Sb., on special conditions for the effectiveness of certain contracts, the publication of these contracts and on the Contracts Register, as amended; and in this connection they declare that the Agreement does not contain any trade secret. The publication of the Agreement in the Contracts Register shall be made by CEITEC.
4. The Agreement is concluded on the date when it is signed by both Contracting Parties, and it is effective on the day when it is published in the Contracts Register.
5. The Agreement is executed in two identical counterparts, of which each Contracting Party shall obtain one.
6. Having read this Agreement, the Contracting Parties declare that they agree with its content, and that it has been concluded on the basis of their true and free will; in witness whereof they attach their own signature.

Annexes:

Annex No. 1 – Obligatory conditions for activities performed by other companies' employees with respect to Health and Safety and Fire Protection in CEITEC MU

Annex No. 2 – University Campus Bohunice Operating Rules

In Eindhoven on April 17<sup>th</sup>. 2018

Thermo Fisher

