Appendix No. 3 - Business terms\_FRAMEWORK AGREEMENT

**for an above-limit public contract**

**Framework Agreement to Nucleic Acid Sequencing on the Illumina Sequencing Platform - divided into parts:**

**Part 1: DNA Sequencing on the Illumina sequencing platform**

**Part 2: RNAseq on the Illumina sequencing platform**

**(the selected supplier deletes the part for which it was not selected - then deletes this instruction and the yellow highlighting)**

Preamble:

The business terms for performance of this public contract, as stipulated in the tender dossier, must be respected by the provider.

The business terms are contained in the appended draft of the agreement. The selected supplier will be asked to submit the completed business terms - **i.e. it will enter the required data (fill in the empty form fields highlighted in yellow and subsequently delete this yellow highlighting and the instructions) in the designated places (yellow highlighting)**, it appends all the required appendices and signs the document in the manner stipulated according to the excerpt from the company register or other business records, or it is signed by the provider's representative. The name, surname, office and corporate name of the authorised person shall be given under his signature.

FRAMEWORK AGREEMENT

**in accordance with the provisions of Section 1746(2) et seq of Act No. 89/2012 Sb., Civil Code (hereinafter the "Civil Code"), concluded between the following Contracting parties**

 FA No.: 4052

**Mendel University in Brno**

Registered office: Zemědělská 1665/ 1, 613 00 Brno

Company ID No.: ID No. 62156489 / Tax Reg No.: CZ62156489

banking information: Komerční banka, a.s., account No.: 7200300237/0100

Represented by : Prof. Ing. Danuše Nerudová, Ph.D. rector

project coordinator: prof. Dr. Ing. Libor Jankovský

budget administrator: Ing. Petra Doleželová

contact person for technical matters: doc. RNDr. Michal Tomšovský, Ph.D.

e-mail: michal.tomsovsky@mendelu.cz, tel: +420 545 134 115

hereinafter the "Client" or “Contracting authority”, as one party

**Name:**…………………………………………………………..

with registered office at:………………………………………………………..

Company ID No.: ……………., Tax ID No.: ……………..

The Provider IS / IS NOT a VAT payer (delete inapplicable – including this instruction)

banking information: ………………. account No.:……………………

which is represented by: ………………………………………………………

…………………………………………………………

contact person: ………………………...

e mail: ………………..…….., tel.: ………………………………

hereinafter the "Provider" or the “Supplier”, as the other party

The Client and the provider also referred to as the "Contracting parties"

 **Preamble**

* 1. This Agreement is concluded on the basis of the results of the procurement procedure titled **"Framework Agreement for nucleic acid sequencing on the Illumina sequencing platform - divided into parts"** part **1 – DNA Sequencing on the Illumina** sequencing **platform** and /or **part 2 – RNAseq on the Illumina sequencing platform**  (the supplier deletes the part for which it was not selected to conclude a Framework Agreement and then deletes this instruction and the yellow highlighting) (hereinafter the "**procurement procedure**" or also the "**public** **contract" or “PC”)**, within the terms of which the provider was selected to assure the services set out below, which are the subject of the public contract.
	2. If in any doubt, the Contracting parties are required to interpret this Agreement in compliance with the tender terms of the procurement procedure and the content of the bid, which was submitted to the procurement procedure by the provider.

**II.**

# Subject of the Agreement

* 1. The subject of performance according to this Agreement is definition of the terms applying to individual services carried out by the provider on the basis of orders placed by the Client, whereas performance of DNA sequencing and the related services is understood to mean the service. The subject of performance is specified in detail:
	2. - in Appendix No. 1a - Technical specifications for part 1 of the PC, which is an integral element of this Agreement,
	3. - in Appendix No. 1b - Technical specifications for part 2 of the PC, which is an integral element of this Agreement,

(the supplier deletes the part for which it was not selected to conclude a Framework Agreement and then deletes these instructions and yellow highlighting)

* 1. - in Appendix 2a - Calculation of the bid price for part 1 of the PC
	2. - in Appendix 2b - Calculation of the bid price for part 2 of the PC

(the supplier deletes the part for which it was not selected to conclude a Framework Agreement and then deletes these instructions and yellow highlighting)

Individual performance shall be executed by the provider after prior request by the Client to provide performance (hereinafter the "orders") by means of orders made through the Client's SAP system. This request is considered accepted by the provider on the second business day after it was sent. The number of sequences specified in the procurement procedure for the purpose of determining the bid price is only approximate, because the Client cannot foresee its requirements in advance.

# III.

# Deadline, Method and Place of Performance

* 1. The provider undertakes to provide the services specified in Article II of the Agreement to the Client, under the terms arranged herein, on the basis of individual orders for services.
	2. Performance of the Framework Agreement shall take place
		1. For part 1 throughout its duration, which is set as a limited period: **from registration in the Register of Contracts until 30. 9. 2022**.
		2. For part 2 throughout its duration, which is set as a limited period: **from 1. 1. 2021 until 30 9. 2022**. (the supplier deletes the part for which it was not selected to conclude a Framework Agreement and then deletes these instructions and yellow highlighting)
	3. Unless this Agreement or the individual orders state otherwise, the provider is required to hand over to the Client the result of sequencing reactions, specified in the individual orders, in compliance with:
		1. Appendix No. 1a - technical specifications for part 1 of the PC and in compliance with Appendix 2a - Calculation of the bid price for part 1 of the PC.
		2. Appendix No. 1b - technical specifications for part 2 of the PC and in compliance with Appendix No. 2b - Calculation of the bid price for part 2 of the PC. (the supplier deletes the part for which it was not selected to conclude a Framework Agreement and then deletes these instructions and yellow highlighting)
	4. The provider shall assure transport of the DNA samples from the Client's registered office to the provider. **The provider shall assure storage of samples at its facilities for a period of …………. weeks from the time the results are handed over to the Client for part 1 of the PC and for a period of …………. weeks from the time the results are handed over to the Client for part 2 of the PC.** (the supplier deletes the part for which it was not selected to conclude a Framework Agreement and then deletes these instructions and yellow highlighting)
	5. **The provider assures storage of the results of sequencing for a period of at least 52 weeks from the time the results are handed over to the Client - The provider's ability to store the results of sequencing throughout the duration of the Framework Agreement: YES/ NO** *(the provider deletes the inapplicable option including this instruction, in the event that the supplier concludes a framework agreement for both parts and the data differs - it enters the correct data for both parts )*
	6. The site of performance is the contracting authority's registered office - the specific workplace will be stipulated in the individual orders for performance.

# IV.

# Price and Terms of Payment

* 1. The maximum total price for performance provided throughout the duration of the Framework Agreement is determined:
		1. For part 1 of the public contract as **CZK 1,430,000 excluding VAT**
		2. For part 2 of the public contract as **CZK 2,000,000 excluding VAT**

(the supplier deletes the part for which it was not selected to conclude a Framework Agreement and then deletes these instructions and yellow highlighting)

* 1. The price for **individual performance** in compliance with the technical specifications:
		1. as given in Appendix No. 1a, the price is given including the estimated number of individual incidents of performance in Appendix No. 2a - calculation of the bid price for part 1 of the public contract, which forms an integral element of this Framework Agreement (the estimated quantity of reactions may change depending on the contracting authority's requirements).

|  |  |
| --- | --- |
| **SERVICE** | **Unit price in CZK excluding VAT in compliance with the calculation in Appendix No. 2a** |
| Next-generation DNA sequencing on the Illumina device - NovaSeq6000 paired-end 150 nt. The requested unit price is for 1 sequencing lane. The provider will perform quality control, dilution of the library and sequencing. The estimated number of obtained sequencing reads after data filtering (so-called pass filter reads) is at least 700 million paired-end DNA molecule sequences in the library, 350 million sequencing reads from each end, the estimated length of the sequenced fragments is 2x 150 bp.  |  |

*(The supplier enters the unit prices in compliance with Appendix No. 2a and subsequently deletes this instruction).*

* + 1. As given in Appendix No. 1b, the price is given including the estimated number of individual incidents of performance in Appendix No. 2b - calculation of the bid price for part 2 of the public contract, which forms an integral element of this Framework Agreement (the estimated quantity of reactions may change depending on the contracting authority's requirements).

|  |  |
| --- | --- |
| **SERVICE** | **Unit price in CZK excluding VAT in compliance with the calculation in Appendix No. 2b** |
| Preparation of RNA sample (stranded RNA) sequencing libraries - Illumina TruSeq® Library The supplier is required to use the RIbo-Zero method or a derived method for rRNA depletion. |  |
| Next-generation paired-end sequencing of dsDNA (derived from RNA) on the Illumina device - NovSeq6000. The requested unit price is for 1 sequencing lane. The estimated number of obtained sequencing reads after data filtering (so-called pass filter reads) is at least 700 million paired-end DNA molecule sequences in the library, 350 million sequencing reads from each end, the estimated length of the sequenced fragments is 2x150 150 bp. |  |
| Bioinformatic analysis: de novo sequence assembly, quantification of contigs and similarity search with the BLAST method in databases of virus sequences. |  |
| Bioinformatic consultation focusing on processing NGS data, of a duration of 4 hours, in the form of a personal meeting or on-line video conference. |  |

*(The supplier enters the unit prices in compliance with Appendix No. 2b and subsequently deletes this instruction)*

* 1. The price is given for individual performance in item 4.2 - or more precisely in Appendix No. 2a / in Appendix No. 2b (the supplier deletes the part for which it was not selected to conclude a Framework Agreement and subsequently deletes this instruction and yellow highlighting) is the final and highest permissible price, whereas the price determined in this manner includes all the provider's costs related to due performance of this Agreement (e.g. the provider's other costs). If Act No. 235/2004 Sb., on Added Value Tax, as amended (hereinafter the "VAT Act") is amended during the period of execution of taxable supplies by the provider, the provider will add value added tax to the arranged price at the percentage rate corresponding to the statutory VAT Act regulations as of the date of the executed taxable supplies.
	2. The price for the service shall be paid by bank transfer after acceptance of the tax documents (invoices) issued by the provider, to the bank account given on these tax documents (invoices). The Client does not provide advance payments.

**V.**

**Payment Terms**

* 1. The provider shall always issue invoices to the individual orders (the address for sending invoices is: Mendelova univerzita v Brně, Zemědělská 1, 613 00 Brno, Mrs. Marie Hábová, e-mail: marie.habova@mendelu.cz, tel.: +420 545 134 113).
	2. The provider delivers the tax document (invoice) to the Client as one copy, immediately or within 15 days from the date of issue at the latest. The Client pays the price for the services according to the tax document (invoice) within 30 days from the date it was provably received.
	3. The tax document (invoice) must contain all the prerequisites stipulated by the VAT Act in particular.
	4. A list of executed performance with unit prices must be appended to the tax document.
	5. The Client is entitled to return a tax document (invoice), which does not contain the required prerequisites, does not include the required or complete documents, or contains incorrect price information, before elapse of the due payment date.
	6. The Client must give the reason for returning the tax document (invoice) on the returned tax document (invoice). The provider is required to issue a new tax document (invoice) with the understanding that the due payment date of the tax document (invoice) is cancelled on justified return of the tax document (invoice), and a new due payment date (as specified in Article 5.2 of this Agreement) is set from the date of provable delivery of the corrected tax document (invoice), containing all prerequisites, to the Client.
	7. The provider shall be paid for the actually performed work according to the number of ordered and actually provided services according to Appendix No. 1a – technical specifications for part 1 of the PC / according to Appendix No.1b - technical specifications for part 2 of the PC (the supplier deletes the part for which it was not selected to conclude a Framework Agreement and deletes this instruction and the yellow highlighting).
	8. The invoice must give the source of funding in the following format: Performance of the public contract is financed using money from EU structural fund - OP RDE - Project title: **"Phytophthora Research Centre"** with registration number **CZ.02.1.01/0.0/0.0/15\_003/0000453.**

**VI.**

# Liability for Defects

* 1. The provider undertakes to carry out operations and provide the ordered service in the required quality and within the deadlines arranged herein.
	2. The Client will apply claims on the basis of the provider's liability for defects in the subject of this agreement and on the basis of the quality guarantee, by written notification of the provider.
	3. The provider is required to remove defects in the subject of the agreement within 30 days from receipt of the above-mentioned written notification, whereas this does not affect the right to compensation of the incurred damages, which the Client may demand from the provider in relation to the claimed defects.
	4. If the provider refuses to remove defects in the subject of the agreement or a defect to which the quality guarantee applies, without justification, the Client is entitled to withdraw from this Agreement.

# VII.

# Contractual Fine, Compensation of Damages

* 1. If the provider delays in performance of its duties within the deadlines according this Agreement, the Client is entitled to payment of a contractual fine in the value of 0.1% of the total contractual price of the service - as given in the order for the required performance (including VAT), for each commenced day of delay in performance, but at least CZK 500 for each commenced day of delay.
	2. If samples and results are not stored in the scope guaranteed by the provider in item 3.4 and 3.5, the Client is entitled to payment of a one-off contractual fine for each such sample or result not stored, in the value of CZK 10,000. The fine according to this provision shall not be applied if the samples are not stored for the required period due to their consumption.
	3. The Client is required to apply its claim to a contractual fine and its value by written demand. The contractual fine is due payable within 30 days of delivery of this demand
	4. If the samples are damaged as a result of the carrier's actions (damaged transport packaging, loss, etc.), whereas this carrier was assured by the provider, the provider is required to pay the Client compensation of damages in the value of CZK 1,000 for each such individual sample.
	5. Compensation of damages can be demanded separately and in full, in addition to the contractual fine.

# VIII.

# Other Rights and Obligations of the provider

* 1. The provider undertakes to archive all accounting documents and documentation related to the procurement procedure until 31. 12. 2033.
	2. The provider also undertakes to allow all subjects authorised to carry out inspection of the project, the funds of which may be used to pay for the service, to inspect the documents related to performance of the contract, throughout the period stipulated by the legal regulations of the Czech Republic for archiving these documents (Act No. 563/1991 Sb., on accounting and Act No. 235/2004Sb., on Value Added Tax).
	3. The provider is required to check the accepted samples and is entitled to refuse to provide the required performance if the samples are damaged. The provider immediately informs the Client of this situation.

# Termination of the Agreement

1. In addition to cases stipulated by the Civil Code, the Contracting parties have arranged that this Agreement is terminated on the following:
2. by agreement between the Contracting parties linked to mutual settlement of effectively expended costs,
3. by exhaustion of the estimated value of performance,
4. by unilateral withdrawal from the Agreement by the Client due to serious breach by the provider, which is particularly understood to mean:
* delayed provision of services by the provider,
* the provider's unjustified refusal to remove defects in the subject of the Agreement,
* repeated breach of its obligations arising from this Agreement by the provider, whereas repeated breach is understood to mean at least the third breach of any obligation,
* unilateral withdrawal from this Agreement by the Client due to failure to provide the required assistance - refusal to execute any of the services set out in Appendix No. 1b.
1. the Client is only entitled to withdraw from individual performance for the same reasons, to which the serious breach of such performance, as defined in this Article, applies. This Agreement is not terminated by the Client's withdrawal from individual performance.
2. the provider may give notice on this Agreement, without a reason being necessary, whereas the period of notice is 3 months and it commences running on the first day of the month following the month in which the written notice was duly delivered to the Client.

**X.**

**General Data Protection Regulation, Information Confidentiality**

* 1. The Contracting parties are aware that, within the terms of performance arising from this Agreement, their employees may obtain, as a result of the intentional activities of the other Contracting party, or its negligence, or otherwise, access to the confidential information of the other Contracting party (hereinafter the "confidential information") and to the personal data of natural persons related to the Client, with which the supplier becomes acquainted within the terms of collaboration between the parties, regardless of what method this information is recorded by. They are required to refrain from disclosing such information.
	2. According to European Parliament and Council (EU) Regulation No. 2016/679 dated 27 April 2016 on protection of natural persons in relation to the processing of personal data and on the free movement of this data and on invalidation of Guideline 95/46/EC (General Data Protection Regulation - hereinafter the "GDPR"), personal data is considered to mean any information concerning a determined or determinable subject of data. The data subject is considered determined or determinable if the data subject can be directly or indirectly identified, particularly on the basis of a number, code or one or more elements, specific to its physical, physiological, mental, economic, cultural or social identity.
	3. Each Contracting party undertakes to refrain from disclosing any circumstances or information, particularly of a business or technical nature, and know-how concerning the other Contracting party, which it acquired on the basis of actions preceding signature of this Agreement, during application of this Agreement and also at any time after its signature.
	4. All confidential information remains the exclusive property of the Contracting party providing it, and the Contracting party accepting this information shall make at least the same effort to protect it as if this were its own confidential information. Both Contracting parties undertake to refrain from publishing the confidential information of the other Contracting party in any manner, or from disclosing it to a third party. Both Contracting parties also undertake to refrain from backing-up, storing or abusing, illegally disclosing or providing access to the other party's confidential information, which is of a business, manufacturing or technical nature, with actual or potential tangible or intangible value and which is not usually available in the business sphere, and which the Contracting parties reserved non-disclosure of on the basis of this Agreement including its attachments. Both parties also undertake to refrain from using the other party's confidential information other than for the purpose of performance of this Agreement or application of their rights arising from this Agreement.
	5. Unless the Contracting parties explicitly agree otherwise, all information that is or could be part of a business secret, i.e. for example, but not exclusively, the descriptions or parts of descriptions of technological processes and formulae, technical formulae and technical know-how, information about operating methods, procedures and work procedures, business or marketing plans, concepts and strategies or their parts, bids, contracts, agreements or other arrangements with third parties, information about economic results, relations with business partners, labour issues and all other information, disclosure of which by the receiving party could cause harm to the party providing it.
	6. If the confidential information is provided in written form or in the form of text files on computer media, the party providing this information is required to inform the party accepting this information that such material is confidential by identifying it as such at least on the title page.
	7. Regardless of the provisions above, the following information is not considered confidential:
		1. information that has become public knowledge, without this being caused intentionally by the party receiving this information or by its negligence,
		2. information that the receiving party legally had available before concluding this Agreement, unless such information was the subject of another contract to protect information concluded previously between the Contracting parties,
		3. information that is the result of a procedure, during which the receiving Contracting party obtains such information independently and is capable of demonstrating this by its records or the confidential information of a third party,
		4. information that is published and available in public records.
	8. The supplier undertakes to refrain from disclosing any circumstances, particularly personal data, which it came to know during performance or in relation to performance of this Agreement. The Contractor may only be relieved of the duty of non-disclosure by the Client by written statement, and also in cases stipulated by the legal regulations. The duty of non-disclosure persists even after this Agreement is no longer valid.
	9. The provisions of this Article are not affected by termination of the force of the Agreement for any reason and these provisions expire 5 years after termination of this Agreement at the earliest.
	10. The aforementioned arrangements of this Article do not affect the Client's duty stipulated by Act No. 106/1999 Sb., on free access to information, as amended.

**XI.**

**Final Provisions**

* 1. The legal relations not regulated by this Agreement are governed by the relevant provisions of the Civil Code and the related regulations.
	2. If there is clear conflict between this Agreement and its attachment, the provisions of this Agreement shall have precedence.
	3. Amendments and supplements to this Agreement may only be made in writing, by attachments numbered in ascending order, signed by both the Contracting parties.
	4. This Agreement will be concluded in electronic form by adding electronic signatures of the contracting parties. In case of the conclusion in paper form the agreement will be executed in four counterparts, the contracting authority receiving three counterparts and the provider one counterpart.
	5. The Contracting parties have read the text and declare that this Agreement expresses their true and free will, which they confirm by appending their signatures.
	6. This Agreement becomes valid and comes into force by registration in the Register of Contracts.
	7. The provider agrees that the Agreement, including all its appendices, will be published on the Contracting party's profile.
	8. The provider agrees that, in compliance with the wording of Act No. 340/2015 Sb., on the Register of Contracts, this Agreement and all its appendices will be published in the relevant register.

**XII.**

**Annexes:**

1. The following are integral elements of this Agreement:
* *Appendix No. 1a - technical specifications for part 1 of the PC*
* *Appendix No. 2a - calculation of the bid price for part 1 of the PC*
* *Appendix No. 1b - technical specifications for part 2 of the PC*
* *Appendix No. 2b - calculation of the bid price for part 2 of the PC*

(the supplier deletes the Appendix for part for which it was not selected to conclude a Framework Agreement and deletes this instruction and the yellow highlighting).

In Brno, In ………………......

………………………………………… …………………………………………..

prof. Dr. Ing. Libor Jankovský, provider

 Project coordinator

…………………………………………

Ing. Petra Doleželová,

Budget administrator

…………………………………………

prof. Ing. Danuše Nerudová, Ph.D.,

Rector