

Framework agreement

concluded under the provisions of Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code of the Czech Republic, as amended (hereinafter referred to as the "Agreement"),

between

Customer:	Biologické centrum AV ČR, v. v. i. („BC“)
Address:	Branišovská 1160/31, 370 05 České Budějovice
Statutory authority:	prof. RNDr. Libor Grubhoffer, CSc., director of BC
Represented in contractual matters by:	prof. Ing. Josef Špak, DrSc., director of IPMB of BC
Identification number:	60077344
VAT number:	CZ60077344
Bank account :	6063942/0800
Data box ID:	r84nds8

Registered in the Register of Public Research Institutions of the Ministry of Education, Youth and Sports

and

Contractor:	MS-Omics ApS
Address:	Birkehegnet 13, 3140 Aalsgaarde, Denmark
Statutory authority:	Morten Danielsen, CEO
Represented in contractual matters by:	Morten Danielsen, CEO
Represented in technical matters by:	Morten Danielsen, CEO
Identification number:	DK36070374
VAT number:	DK36070374
Bank account (IBAN):	DK3890564583164796
Registered in Helsingør, Denmark	

PREAMBLE

The Agreement is concluded on the basis of the result of the public tender for a small scale public contract called **Metabolomic analysis for the KOROLID project – 3rd round** (hereinafter referred to as "Public Procurement" or "Work") when the Contractor's bid was selected as the most appropriate.

I. Declaration of eligibility

1.1. The Contracting parties mutually declare that their eligibility to conclude this Agreement as well as their eligibility for any related legal action is not limited or excluded.

II. Subject-matter of the Agreement

2.1. The Contractor undertakes, under the terms and conditions of this Agreement, at his own expense, at his own risk and cost, to perform the following Work and the Customer undertakes to pay for this Work.

2.2 The Customer will place individual orders for "Work" on the basis of a written call to perform the Work and on the basis of written confirmation of this order by the Contractor.

III. General description of the Work

3.1. The Work under this Agreement is to provide a **service of metabolomic analysis** according to the technical parameters listed in Annex 4 of the tender documentation. Technical parameters are an integral part of this contract in Annex 1 to this contract.

IV. Purchase Price and Payment Terms

4.1. The price of the Work was determined on the basis of the Customer's tender documentation, to which the Contractor responded by his offer. Unit prices are described in Appendix 1 "Technical Parameters" of this contract.

4.2. These unit prices are final and can not be changed. The price includes all costs, including transportation costs to the place of delivery, and packaging according to custom.

4.3. The price for the Work according to Article 3.1 of this Agreement will be paid by the Customer on the basis of a tax document – invoice issued by the Contractor. The due date of a properly issued invoice (containing particulars according to the relevant legal regulations) is 30 days from the day of delivery to the Customer at the address stated in the header of this Agreement.

4.4. The Customer's monetary commitment is considered to be in due time on the date of crediting the relevant amount in favor of the Contractor's account. Payment of the invoice will be made by wire transfer to the bank account of the Contractor, which is listed in the header of this contract.

4.5. The Contractor is obliged to mark the invoice with this text: **"Project Metals, plants and people. Project registration number: CZ.02.1.01/0.0./15:003/0000336. Project is co-financed by the European union"**.

V. Contractual penalties

5.1. Specifically, contractual penalties are negotiated with this contract.

5.2. The Contracting Parties have expressly agreed that no other sanctions than those mentioned in this Agreement will be taken into account.

5.3. If the Contractor fails to meet the delivery term specified in Appendix 1 "Technical Parameters" of this Agreement, he shall pay to the Client a contractual penalty of 0.05% of the price of the undelivered Work for each commenced day of delay following the expiration of the respective delivery period.

5.4. In the event of non-compliance with the due date of the invoice, the Contractor is entitled to claim from the Customer a default payment of 0.05% of the amount due for each day of delay.

VI. Final Provisions

- 6.1. Both contracting parties have agreed that any amendments to this Agreement must be made only in writing and signed by both contracting parties.
- 6.2. This Agreement is valid until 30 September 2022 from the date of its entry into force or exhaustion of the amount of 1.400.000 CZK excluding VAT, whichever comes first. Any Contracting Party may terminate this Agreement in writing without giving any reason. The notice period is 3 months and starts on the first day of the month following delivery of the notice.
- 6.3. Other rights and obligations of the Contracting parties not governed by this framework contract are governed by the Law of the Czech Republic, in particular Act No. 89/2012 Coll., The Civil Code, as amended.
- 6.4. This Agreement comes into force upon its conclusion. The date of conclusion of the Agreement means the date indicated by the date of signature of the Contracting parties. If the signature of the Parties contains more data, the latest date is the definite. This Contract comes into force on the day of its publication through the Registry of Contracts pursuant to Act no. 340/2015 Coll., on the register of Contracts.
- 6.5. The Contracting Parties have agreed that to ensure the publication of the contract through a register of contracts in accordance with Act 340/2015 Coll. this is the responsibility of the Customer.
- 6.6. This Contract including annexes had been made in two duplicates whereby each Contracting Party shall retain one copy each.
- 6.7. Persons signing this Agreement declare that they have read and agreed to its contents before signing. To prove this, they attach their own handwritten signatures.
- 6.8. These annexes are an integral part of the agreement:
Annex 1 – Technical parameters according to tender documentation

Frederiksberg, on 30th May 2018

České Budějovice, on 19 June 2018

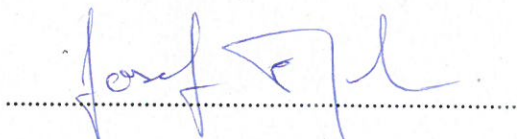
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Morten Danielsen, CEO MS-Omics ApS

„Contractor“



prof. Ing. Josef Špak, DrSc., director of IPMB

„Customer“

annex n. 1 - Technical parameters - Metabolomic analysis for the „Korolid“ project – 3th round
expenses to be paid from the project

CZK excl. VAT

CZK incl. VAT

Below mentioned parameters are required as minimal

Technical parameters - project KOROLID

		Offered solution	Price per sample without VAT	Price per sample with VAT
Metabolomics		Extraction, GC-MS with MCF derivatisation, LC-MS HILIC, LC-MS reverse-phase	30€ + 67€ + 135€ + 135€ = 367€ = 9427 CZK	11407 CZK
General	metabolites to be analysed	GC-MS for TCA metabolites, amino acids and other organic acids. LC-MS HILIC for nucleotides, phosphorylated carbohydrates and co-factors, LC-MS reverse phase for lipids. In addition the mentioned metabolites will be included in the analysis with the methods. Furthermore the analysis includes additional metabolites in the MS-Omics library as well as untargeted data processing		
Sample handling				
	state of sample to be processed	Extraction of metabolites using a Ultra Turrax instrument and extraction with solvents.		
	Type of analysis	As suggested above		
		The price per sample is per sample for batches of 36 or more samples Four batches of 36 samples will cost 4 x 36 samples x 367€ /sample = 52848 €= 1.357.543 CZK.	1.357.543 CZK	1.642.627 CZK
Data processing	Number of samples per batch			
		Offered price per sample has to be valid for batches of 36 samples. The actual batch size may be larger or equal to this number of samples.		
Statistics				
		Multivariate and univariate statistics included in the reports as well as visualization.		
Delivery time, Service included in the price				
	• Delivery time of final results: < 2 months after receipt of the samples	Final results to be delivered 6-8 weeks from receipt of samples		

Price in total without VA	1.357.543 CZK
21% VAT	285.084 CZK
Price total incl. VAT	1.642.627 CZK