



ÚSTAV VÝZKUMU GLOBÁLNÍ ZMĚNY AV ČR, v. v. i. ①	
Došlo dne:	9. 11. 2022
Č.j.:	UVGZ/1740/2022
Odpovědná os.:	K. KLEM
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EVROPSKÁ UNIE
Evropské strukturální a investiční fondy
Operační program Výzkum, vývoj a vzdělávání



CONTRACT FOR WORK RNA SEQUENCING OF BARLEY

CONTRACTOR

Name **NOVOGENE (HK) COMPANY LIMITED**
Registered office 6/F Manulife Place, 348 Kwun Tong Road Kowloon, Hong Kong
Comp. ID No (IČ) 61112195-000-03-15-2 VAT No. 61112195
Registered in Hong Kong, China
Represented by Ruiqiang Li

AND

CUSTOMER

Name **Ústav výzkumu globální změny AV ČR, v. v. i.**
(Global Change Research Institute CAS)
Registered office Bělidla 986/4a, 603 00 Brno, Czech Republic
Comp. reg. No 86652079 Tax ID No (DIČ) CZ86652079
(IČO)
Registered in Register of Public Research Institutions
Represented by prof. RNDr. Ing. Michal V. Marek, DrSc., dr. h. c., Director

Pursuant to section 2586 of Civil Code, the above parties conclude the following contract:

I. SUBJECT MATTER OF CONTRACT

1. The contractor undertakes to perform the work at its own costs for the customer and the customer undertakes to take over the work and pay the price for it.
2. The work is Transcriptome Analysis (RNA sequencing) of 171 leaf samples of barley.
3. The subject matter of purchase is in the case of exercising the option right financed from the European Regional Development Fund, OP research development and education, namely

from the project SustES - Adaptation strategies for sustainable ecosystem services and food security under adverse environmental conditions project, project registration number: CZ.02.1.01/0.0 /0.0/16_019/0000797.

II. ANALYSIS IMPLEMENTATION

1. Samples of barley leaves for analysis shall be provided by the client at his own cost and handed over to the contractor within 4 weeks of signing this contract.
2. The Transcriptome Analysis services will be performed including the following for each sample:
 - a) Quality Control measurement (QC),
 - b) mRNA library preparation and RNA sequencing (Pair End 150 bp, PE150; 12 GB raw data per sample) followed by basic bioinformatic analysis (Quantification with the references - barley; differential expression analysis, DEGseq/DESeq2/edgeR; enrichment analysis, GO Enrichment, KEGG Pathway),
 - c) providing/sending data to the email address specified in Article V, paragraph 1 of this contract.
3. The contractor will analyse a total of 171 samples.
4. The contractor will allow remote access to the data from the performed analysis, unless the contracting parties agree otherwise.
5. The work will be carried out in accordance with the following documents (in order of importance):
 - a) By this contract.
 - b) Standard scientific procedures.
 - c) Written instructions of the customer.
6. The contractor fulfils this contract with professional care while it protects the rights of third parties and public sources. The contractor fulfils this contract by means of duly trained and qualified persons.

III. DEADLINE, PLACE AND METHOD OF FULFILMENT

1. The completed and faultless work will be handed over **within 6 weeks from the moment the contractor receives the samples.**
2. It is possible to hand the work over earlier.
3. The place of performance is the customer's workplace at the address: Bělidla 986/4a, 603 00 Brno, Czech Republic unless the contracting parties agree otherwise, e.g. that the transfer of the analysis results will take place at the moment when the contractor sends the customer a functional link to download the analysis results.

IV. PRICE OF THE WORK AND PAYMENT TERMS

1. The price of the work excluding VAT is: **34815.00 EUR**
 2. VAT at the statutory rate will be added to the price excluding VAT.
 3. The price is agreed as the highest permissible price including all the expenses of the seller regarding fulfilment of this contract and price impacts in the course of fulfilment of this contract.
 4. The price of the work will be paid on the basis of a single invoice. A copy of the report on the performed analysis will be attached to the invoice.
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5. All the invoices shall include the particulars of a tax document and in case of exercising the option right shall contain the name and registration number of the project in the form of: SustES - Adaptation strategies for sustainable ecosystem services and food security under adverse environmental conditions project, project registration number: CZ.02.1.01/0.0/0.0/16_019/0000797.
6. The due date of all the invoices is 25 days from the day of issue of the invoice.
7. Within the due date, the customer is entitled to return an invoice with defects. The contractor is obliged to submit a new invoice or a corrected invoice with the new due date.
8. The customer is obliged to deliver the invoice to the address of the registered office of the buyer latest within 5 working days after the work takeover is confirmed.
9. An invoice is paid on the day when the corresponding amount is charged of the customer's account.
10. The contractor is not entitled to demand a deposit.

V. REPRESENTATIVES OF THE PARTIES

1. The representative of the customer is Ing. Karel Klem, Ph.D., klem.k@czechglobe.cz. This representative of the customer may perform any acts on behalf of the contractor in connection with this contract. However, he cannot change or terminated this contract.
2. The representative of the contractor is Ruqiang Li. This representative of the contractor may perform any acts on behalf of the contractor in connection with this contract. However, he cannot change or terminated this contract.

VI. INTERESTS ON OVERDUE PAYMENTS AND CONTRACTUAL PENALTIES

1. The party which is in delay with payment of a financial liability, the other party, if it fulfils duly its contractual and legal obligations, may require payment of an interest on overdue payment, except the cases when the party which is in delay is not responsible for its delay. The parties agree on an **interest on overdue payment** at the amount of **0.025 % of the due amount per day**.
2. The customer will apply a **contractual penalty** at the amount of **EUR 70 per day** if the contractor is in delay with the work handover.
3. A separate invoice will be issued for the contractual penalty with the due date of 30 days. The day of taxable supplies is considered to be the day on which the invoice is issued.
4. The parties agree that the obligation to pay the contractual penalty does not exclude the right for damage compensation at the amount at which it exceeds the contractual penalty. If the contractual penalty is decreased by the court, the right for damage compensation is maintained at the amount at which the damage exceeds the amount determined by the court as adequate, without any further limits.

VII. CONTRACT TERMINATION

1. The contract can be terminated by a written agreement.
2. The contract can be terminated by withdrawal from the contract. Withdrawal must be made in writing.
3. The customer can withdraw from the contract in the cases stipulated by law and also in the following cases:
 - a) Work handover delayed by more than 45 days.
 - b) Work is implemented by persons who are not duly trained and qualified.

- c) Bankruptcy proceedings have been commenced in which the contractor is in the position of the debtor.
- 4. The contractor can withdraw from the contract in the cases stipulated by law and also in the following cases:
 - a) Bankruptcy proceedings have been commenced in which the customer is in the position of the debtor.
 - b) The customer is in delay with payment of invoices for more than 45 days.

VIII. JOINT PROVISIONS

- 1. Neither of the parties is allowed to transfer a receivable or debt arising from this contract or this contract to a third party without consent from the other party which must be given in writing.
- 2. Each party takes over a risk of change of circumstances pursuant to section 1765 of Civil Code for its debts arising on the basis of this contract.
- 3. No rights and obligations of the parties can be inferred from the practice established between the parties or from the customs observed generally or in the particular field concerning the subject matter of fulfilment of this contract.
- 4. If any of the provisions of this contract proves to be imaginary (nugatory), the impact of this defect on the other provisions of the contract will be assessed similarly pursuant to section 576 of Civil Code.
- 5. The parties exclude application of the following provisions of Civil Code to this contract: section 557 (contra proferentem rule).
- 6. The contractor is aware of the fact that it is a party obliged to cooperate during the financial inspection. The contractor is obliged to bind all its subcontractors for cooperation during the financial inspection.
- 7. The parties agree that the court competent for hearing of and deciding in any possible disputes arising between the customer and the contractor pursuant to this contract or in connection with it is the general court of the customer.
- 8. For the entire duration of the contract, the Seller shall ensure:
 - a) decent working conditions, fulfillment of obligations arising in particular from labor law, employment and occupational health and safety regulations, towards all persons who will participate in the performance of the contract, while the fulfillment of these obligations will be ensured by the contractor and his subcontractors,
 - b) proper and timely fulfillment of financial obligations to its subcontractors under the conditions arising from this contract,
 - c) elimination of environmental impacts in the pursuit of sustainable development.

IX. FINAL PROVISIONS

- 1. This contract is governed by Czech legal regulations, with the exception of collision provisions. All the negotiations concerning the work and its implementation are held in Czech or English language.
 - 2. This contract can only be changed in writing in the form of a numbered supplement to this contract signed by both parties. A debt arising in connection with this contract can only be agreed in writing.
 - 3. The contracting parties acknowledge that for its effectiveness this contract requires the publication in the registry of contracts pursuant to the Act no. 340/2015 Coll., and they agree
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with this publication. The Customer secures sending of the contract to the registry of contracts immediately after the contract is signed by both contracting parties. The Customer undertakes to inform the other party about the registration by sending a copy of the confirmation of the publication from the administrator of the registry of the contracts to the other party without undue delay after the Customer himself receives this confirmation.

4. This contract is prepared in 2 counterparts and each party shall obtain 1 of them.

13th Oct on this day


Ruiqiang Li

CEO

NOVOGENE (HK) COMPANY LIMITED



Brno on this day

11. 11. 2020

prof. RNDr. Ing. Michal V. Marek, DrSc., dr. h. c.

Director

Ústav výzkumu globální změny AV ČR, v. v. i.
(Global Change Research Institute CAS)

Global Change Research Institute CAS


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Czech Republic