

## **SUPPLY AGREEMENT**

In Barcelona, on April 14<sup>th</sup> 2020,

Validity of this contract: April 14<sup>th</sup> 2020 - June 15<sup>th</sup> 2020.

### **BY AND BETWEEN**

The party of the first part, BRUNA VIVES, of legal age, with national ID card [REDACTED] and LUIS SERRANO of legal age, with national ID card [REDACTED], and whose address for the purposes of this Agreement is in Barcelona (Spain), at street Dr. Aiguader, 88.

And the party of the second part, RUBEN PARS, of legal age, with national ID card [REDACTED] and whose address for the purposes of this Agreement is in Lelystad (NL), at Platinastraat 51.

### **ACTING**

The former for and on behalf of the Center for Genomic Regulation (hereinafter, the "CRG"), whose registered address is in Barcelona (Spain), at Dr. Aiguader, 88, 5<sup>a</sup> and with tax ID no. (NIF) G-62426937. Bruna Vives, acting in her capacity as Manager, in accordance with the power of attorney number 382, granted by the Notary Public Pedro Angel Casado Martín in Barcelona on February 18, 2020, and Luis Serrano, acting in his capacity as Director, in accordance with the power of attorney number 2281, granted by the Notary Public Juan-Francisco Boisán Benito in Barcelona on July 20, 2011, are duly authorized to enter into this Agreement.

The latter for and on behalf of Micronic Europe B.V. (hereinafter, the "Contractor"), whose registered address is in The Netherlands, at Lelystad. And with tax ID no. (NIF) .NL006467829B03 registered with 39038646. RUBEN PARS acting in their capacity as Sales Manager of the company is duly authorized to enter into this Agreement.

### **RECITALS**

I. The CRG is a public foundation dedicated to basic biomedical research, whose mission is to promote excellent basic research in the fields of genomics and proteomics. It is governed by its Articles of Incorporation, granted by the Notary Public Juan-José López Burniol in Barcelona on July 27, 2000 under number 2595 of his records, as well as by its Bylaws, by Law 4/2008 and by the rules established by its Board of Trustees in accordance with the legal and regulatory provisions. In accordance with its Bylaws, the CRG's purpose is basic research in the fields of genomics and proteomics.

II. The Contractor is a company engaged in the development and production of products for sample preservation, storage and process automation

III. The CRG is interested in acquiring tubes and racks for sample collection and automated processing equipment of samples in accordance with the emergency contracting procedure based on Article 120 of 9/2017 of November 8 on Public Sector Contracts (LCSP).

IV. Both parties mutually recognize each other's necessary and sufficient legal capacity to execute and enter into this Agreement, which is subject to the following

## CLAUSES

### 1. PURPOSE

1. The purpose of the Agreement is the supply of tubes and racks for sample collection and automated processing equipment of samples (specify the acquisition and purpose of the Agreement).

2. The supply that is the object of this Agreement shall be delivered in accordance with the terms and specifications set forth in this Agreement and subject to the following documentation that is contractual in nature:

-**Annex 1:** Description of the specific terms and conditions of supply.

Of the documentation that has just been indicated as definitive with regard to the purpose of this Agreement, both parties hereby declare that they each possess an exact copy, signed by both parties, forming an integral part of the Agreement.

In case of any disagreement or contradiction in the content of the contractual documents, this Agreement shall take precedence, followed by the attached documents in numerical order.

3. The aforementioned supplies shall be made directly by the Contractor, without the latter being able to assign or subcontract them without the prior authorization of the CRG, and always under the Contractor's sole responsibility.

4. RUBEN PARS is hereby appointed as the Contractor's representative for the exercise of the rights and performance of the obligations arising from this Agreement, with the broadest powers for the purpose mentioned above, as the Agreement Administrator. The powers resulting from this appointment may not be revoked or limited by the Contractor unless the Contractor simultaneously appoints another representative with equal powers to replace the one who has ceased to hold the post. The Contractor also undertakes, in case the designated representative ceases to hold the post or is absent for any reason, to appoint another representative in writing within a period no longer than 8 days. In any case, the CRG will have to be expressly notified of the new appointment.

5. Likewise, the CRG designates Mònica Morales, Responsable de las Core Facilities del CRG as its Agreement Administrator.

### 2. PRICE

1. The total Agreement amount for the supply of tubes and racks for sample collection and automated processing equipment of samples is set at the amount of 201.101,00 euros, VAT exclusive. Notwithstanding this initial estimate, the price for the agreed supply is not a lump sum or an overall price, so the final price shall be that which results from applying to the units of supply and/or installation actually delivered, the prices established for each of them in the relevant unit price table, as set out in **Annex 1**.

2. Both the basic amount or estimate in Clause 2.1 and the unit prices in **Annex 1** shall be deemed to be including but not limited to the following: Expenses and taxes, levies and fees for the Agreement and the fulfillment of the supply, installation and legalization, if applicable, as well as

those corresponding to the facility licenses, inspections and trials, control of materials, control of fulfillment, tests, acceptance and settlement of the works.

### **3. LEAD TIME AND PLACE OF SUPPLY**

1. The lead time for the supply is set at 1 week from the date this Agreement is signed. For the purposes of the Agreement, all calculations depending on a deadline from the start of the supply will be calculated from the following day.

2. The lead time for installation and assembly is set at 1 week and shall commence on April 30th 2020, without the Contractor being able to claim any expenses for the storage and custody of the goods from the date of completion of manufacture and until they are put at the disposal of the CRG.

3. Delays caused by reasons not attributable to the Contractor shall entitle the Contractor—provided that it offers to fulfill its commitments by extending the deadline initially specified—to an additional period not longer than the time lost, which shall apply only to the part of the supply affected.

4. Place of supply. The Contractor is obliged to deliver the goods that are the subject of the supply at

Centre de Regulació Genòmica  
Dr. Aiguader 88, 6<sup>a</sup> planta  
08003 Barcelona, Spain

### **4. PAYMENT METHOD**

1. The payment method shall be as follows: Payment in advance

2. The valuation for the supplies added or reduced under the terms of this Agreement shall be done by applying the unit prices listed in **Annex 1**.

3. Billing once the material has been delivered and the CRG has given its acceptance

4. The CRG shall pay invoices on the last day of each month, after 30 (thirty) days have passed since the date the invoice was issued, if it finds them to be correct. The last day of each month will be the payment date.

### **5. WORK PLAN**

1. The supply must be done in accordance with the deadlines set out in **Annex 1**.

2. The Contractor shall be obliged to supply within a period not exceeding 15 days, all materials that were found to be defective or with an anomaly upon receipt.

### **6. QUALITY CONTROL**

1. The CRG shall carry out all the examinations and checks it deems appropriate at any time, and the Contractor shall be required to facilitate their performance as far as possible, putting all auxiliary resources and staff required at the disposal of the CRG. The Contractor may not under any circumstances claim payment for interruptions of supply arising from these items.
2. The quality controls carried out—directly or indirectly—by the CRG does not exempt the Contractor from carrying out its own requisite quality controls on its fulfillment, manufacture and, if necessary, assembly to ensure compliance with the contractual terms conditions and/or actions required, defined in any case by the CRG to achieve the required quality levels applicable to such supplies and proper completion of the works. These actions will not result in any increase in the established unit prices. The replacement of any supplies that have been found to be defective shall be borne by the Contractor.
3. The Contractor is obliged to provide the CRG with the records and conclusions from the quality control inspections. In any case, the Contractor shall be wholly liable for the quality of the supply it delivers, and in accordance with the provisions of the Annexes to this Agreement.

## **7. INFORMATION TO BE PROVIDED BY THE CONTRACTOR**

1. The Contractor shall provide the Agreement Administrator with all information required, in the form of regular written communications to the CRG if so requested.
2. Upon the settlement of the Agreement, the Contractor shall be required to deliver the documentation and/or manuals agreed upon by the parties in relation to the agreed supplies, where appropriate, as stipulated between the parties.

## **8. SUBCONTRACTING**

1. The Contractor may partially subcontract the supplies that are the subject of this Agreement to third parties, provided that prior written approval of the CRG is obtained. For this reason, the Contractor shall be jointly and severally liable for the obligations of the third-party Contractors with regard to the performance of the subcontracted works. The CRG shall always remain uninvolved in and separate from the relationship between the Contractor and the Subcontractor and shall not be liable in any way for the consequences of the Agreement between the Contractor and the Subcontractor, and shall therefore continue to deal solely with the Contractor in general.
2. The Contractor shall inform the CRG in writing of all subcontracts it enters into with third parties, describing the parts of the Agreement to be performed by the subcontractor. This document shall include a declaration by the subcontractor that it is not disqualified from contracting, in accordance with the applicable regulations.
3. In any case, the subcontractors shall be bound only to the Contractor, which assumes full liability for the performance of the Agreement to the CRG.

## **9. GUARANTEES**

1. The Contractor assumes full risk for the performance of the Agreement.

2. Consequently, in terms of cost and completion time, the supplies shall be done with the Contractor assuming full risk, except in cases of force majeure, and provided that the Contractor has not acted recklessly.

3. The Contractor shall not only be liable for its own acts, but also for those of its subcontractors, if necessary, and for those of the staff providing services to it and other persons for which it is responsible, in accordance with the legislation in force.

4. The Contractor shall also be liable for any damage caused to the items to be supplied by third parties prior to their receipt. The Contractor shall also be liable for any damage caused to third parties for which it is responsible, and in particular for damage caused at the places of delivery and installation, if necessary, and during the installation itself.

5. During the term of the Agreement, the Contractor undertakes to take out or maintain in force, as the case may be, a General Liability insurance policy covering such liability as may be incurred by reason of the performance of this Agreement, which satisfactorily meets the requirements of this Agreement.

6. During the Agreement's warranty period, which is set at 1 year for capping and decapping equipment and 5 years for codereaders from receipt of the supply, the Contractor shall be responsible for carrying out all kinds of rectifications and remedies that the CRG considers necessary so that the items supplied fully comply with the technical conditions established for the supplies at the time of the certificate of the end of the warranty period.

## **10. TAX, LABOR, SAFETY AND OTHER OBLIGATIONS**

1. The Contractor and any subcontractors shall comply with and be aware, at all times, of their obligations as a company or employer in relation to tax, labor, social security, trade union, hazard prevention and control, occupational health and safety and the environment, and shall be strictly and rigorously responsible exclusively and on a full indemnity basis to the CRG for compliance with any of these obligations.

2. For the purposes of control by the CRG—without this implying, however, any obligation for the latter—, the Contractor shall have to prove, whenever required by the CRG, compliance with all the obligations mentioned in the previous section, putting the documents, certificates and receipts showing compliance with these obligations at the disposal of the CRG at all times.

3. In order to avoid difficulties in the performance of the Agreement, the Contractor shall request from the relevant bodies, administrations and companies, the authorizations, permits and licenses that it requires in the fulfillment of the supplies. The need to obtain authorizations, permits and licenses shall never be a reason for increasing the contractual term or price. The Contractor shall be responsible for completing all types of projects, documents and formalities, as well as the costs involved, until the necessary licenses and legalizations are obtained.

4. Likewise, the signing of this Agreement shall imply on the part of the Contractor its compliance with the principles and conduct recommended in public contracts, in accordance with commitment to ethics and integrity forming part of the contractual relationship.

## **11. RECEIPT AND SETTLEMENT OF SUPPLIES**

1. Where appropriate, the CRG shall set the date for the joint inspection of the supply or supplies in accordance with the deadlines set out in **Annex 1** and designate the person(s) who, on its behalf,

is to carry out the inspection by the Contractor. The relevant records will be drawn up from the joint inspection of the supplies.

If, as a result of this inspection, the supplies are deemed to be suitable for receipt, they shall be considered concluded and within 15 days from the date of the joint inspection, the CRG shall receive them. From this date onwards, the warranty period set out in this Agreement shall commence.

2. When, as a result of the aforementioned joint inspection of the supplies and/or supplementary reports agreed upon by the parties, the CRG determines that these have not been carried out in accordance with terms and the conditions governing this Agreement, a report shall also be drawn up recording the deficiencies found, and the CRG shall give the Contractor a deadline by which the defects observed must be rectified, providing precise and detailed instructions to this effect, as well as the maximum deadline for its implementation. If, after the deadline has passed and the supplies have been delivered again, they are still not in conformity, the CRG shall proceed with their completion and remedy in the manner it deems appropriate, at the Contractor's risk and expense, provided that this is possible. In this case, and for the purposes of the Contractor's responsibilities with regard to the failure to meet the deadline, penalties and others that may be appropriate, the date of conclusion shall be understood to be the date resulting from adding the time necessary to rectify the defects observed to the date on which the CRG took charge of them for their due completion.

3. If, after the deadline has passed and the supplies have been examined again, and they are deemed suitable for receipt, for the purposes of the Contractor's responsibilities with regard to the failure to meet the deadline, penalties and others that may be appropriate, the date of delivery and receipt of the supplies shall be considered to be the date resulting from adding the period used to rectify the defects observed to the scheduled date of delivery of the supplies.

4. Once the supplies have been received, the Agreement shall be settled in accordance with the financial and payment terms and conditions provided for in this Agreement and the record of receipt shall be issued, where appropriate.

## **12. SUSPENSION OF SUPPLY**

1. The CRG may at any time order the suspension of part or all of the supplies for duly justified reasons and make the relevant adjustments to the supply plan.

2. If the suspension is total, once six months have passed, the Contractor shall have the right to terminate the Agreement.

## **13. TERMINATION AND RESCISSION**

1. These will be grounds for termination of the Agreement:

- Death or supervening incapacity of the Contractor in case of a natural person or dissolution or extinction in case of a legal person, whatever the reasons for such circumstances.  
  
Declaration of bankruptcy or the declaration of insolvency in any other proceeding.
- Mutual agreement between the CRG and the Contractor.

- Noncompliance or defective compliance with the obligations assumed by the Contractor when a timely remedy is not made, or repeated deficiencies in the performance thereof, if more than three of the penalties indicated in this Agreement are applied.
- Failure, for reasons attributable to the Contractor, to comply with the overall deadlines for the fulfillment of the supplies, provided that the delay exceeds (1/6 of the contractual period for the fulfillment of the supply), or failure to comply with the partial deadlines, which show the impossibility of fulfilling the supplies within the established overall deadlines.
- Serious deficiencies in complying with the technical requirements set out for the supply. Serious deficiencies will be considered to be all of those that may have an unfavorable impact on the fulfillment and deadline of the supply.
- Any prohibition on contracting that affects the Contractor after the Agreement has been signed.

2. Likewise, these shall be grounds for termination of the Agreement:

- Dissolution or extinction of the CRG, whatever the reasons for such circumstances.
- Delay in payment for reasons attributable to the CRG for a period exceeding 6 months.
- Definitive suspension of supplies for a period exceeding 6 months.

3. The legal grounds indicated in the clauses above will have immediate effects from the time of its notification by either of the parties, without prejudice to the actions, claims or recourses that are deemed to be available to the other party.

4. Termination of the Agreement due to any of the grounds mentioned in Section 1 of this clause shall have the following effects: A summarized settlement shall be made for the supplies done and the Contractor shall be paid for the supplies delivered that comply with the requirements of this Agreement. Once the rescission has been decided by the CRG, it shall be notified in writing to the Contractor, which shall be obliged to terminate the supply within a period not exceeding one month. Neither the existence of unresolved financial issues nor the lack of settlement of the supply can be claimed in order to not rescind the Agreement within the deadline given by the CRG. The CRG may claim for damages caused to it which are attributable to the Contractor, notifying the latter of the relevant breakdown and settlement for these damages, without prejudice to the right of the Contractor to carry out the actions, claims and recourses that it deems to have available to it against the settlement notified by the CRG.

5. The termination by the Contractor due to the grounds mentioned in Section 2 of this clause shall be notified in writing to the CRG. The Contractor shall be obliged to abandon the supplies within a period not exceeding one month; the CRG may not take possession of the supplies until it has settled and paid the Contractor's duties.

6. The CRG may at any time rescind the Agreement, for duly justified reasons of general interest, by paying the Contractor the amount for the supplied fulfilled.

#### **14. CONFIDENTIALITY AND PERSONAL DATA PROTECTION CLAUSE**

1. The Contractor is bound by the duty of professional secrecy and to respect the confidential nature of all information, data or background which, not being public or well-known, is related to the subject of the Agreement or which becomes known to it as a result of the performance of the Agreement, or which is expressly shared with it by the CRG, or which by its very nature has to be treated as such.

2. The Contractor undertakes to inform its staff of this obligation to maintain due professional secrecy and confidentiality with respect to the confidential information of the CRG to which they may have access during the performance of this Agreement. The Contractor shall also take appropriate measures to prevent unauthorized access to confidential information, media containing such information or information system resources. This duty of confidentiality will be maintained for a minimum period of 5 years after the end of the Agreement.

3. The Contractor shall accept any liability that may arise from a breach by them of the provisions of this clause, which shall entitle the CRG to claim the relevant compensation for the damage caused.

4. With regard to the processing of personal data arising from the performance of this Agreement, the parties undertake to process them in all cases in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, with Organic Law 3/2018 of December 5 on the protection of personal data and guarantee of digital rights, and other current regulations on personal data applicable to each party.

5. The parties shall adopt the necessary technical and organizational measures to ensure the security of personal data and to prevent their alteration, loss, processing or unauthorized access, taking into account the state of the art, the nature of the data stored and the risks they are exposed to from human actions or from the physical or natural environment. To this end, the parties undertake to apply the security levels established by the applicable regulations according to the nature of the data being processed.

6. In the event that the Contractor must process personal data from the CRG for the performance of this Agreement, the parties undertake to sign the relevant data processing agreement.

7. The personal data of the signatories of the Agreement will be processed by the parties, with the purpose of allowing the performance of this Agreement, with the fulfillment of the contractual relationship as the lawful basis for such processing. The data will be kept for the duration of the contractual relationship and, once it has ended, until the applicable statutes of limitations. The parties may, at any time, exercise their rights of access, rectification, erasure, objection, restriction and portability, by sending a letter to the address of the other party indicated in the header of the Agreement, as well as filing a complaint with the Spanish Data Protection Agency.

#### **15. LEGAL FRAMEWORK**

1. The Agreement is subject to compliance with Spanish legislation and, specifically, with public procurement regulations, including the obligations set out in Law 9/2017 of November 8 on Public Sector Contracts (LCSP).

2. For the resolution of any dispute arising from the interpretation or performance of this Agreement, both parties expressly submit themselves to the civil jurisdiction and competence of the

Courts and Tribunals of the city of Barcelona, expressly waiving their right to any other jurisdiction they may be entitled to.

In witness whereof, the parties sign this Agreement in duplicate, at the place and on the date indicated in the header.

By the CRG:

By MICRONIC

Bruna Vives

Luis Serrano

Ruben Pars

## ANNEX 1

### DESCRIPTION OF THE SPECIFIC TERMS AND CONDITIONS OF SUPPLY

- I. Purpose of the Agreement: Supply of tubes and racks for sample collection and automated processing equipment of samples
- II. Technical and quality specifications and requirements of the supplies: as per Supplier's technical specifications for quoted products below
- III. Unit prices of the supplies:
  - 2 pcs of Micronic Rack Reader DR700 (ref MP35230): 5.660,00€/pcs = 11.320,00€
  - 1pcs of Micronic Push Cap Capper CP600 (ref MP35020): 4.160,00€ = 4.160,00€
  - 1 pcs of Push Cap Decapper CP620 for decapping TPE Caps (ref MP35000): 31.450,00€/pcs= 31.450,00€
  - 2 pcs of Micronic Screw Cap Recapper CS700 for Micronic standard Screw Caps (ref MP35451): 38.775,00€/pcs= 77.550,00€
  - 20 pcs of Roborack-96 White, Laser etched (including high cover) for 1.40ml tubes precapped with Screw Caps (ref MPW51012BC3): 116,90€/pcs= 2.338,00€
  - 110 pcs of 1.40ml 2D Data-Matrix coded Screw Cap tubes V-bottom precapped with Grey Screw Cap in Roborack-96 White (ref MPW52355BC3-Z20): 675,30€/pcs= 74.283,00€
- IV. Other specific terms and conditions of the Supply Agreement:

#### Delivery schedule

Part	Date	MP52551	MP53120	MP35250	MP35451
		Tubes	Caps	Reader	Recapper
1	22-4-2020	15	15	2	2
2	8-5-2020	15	15		
3	27-5-2020	25	25		
4	10-6-2020	25	25		

- V. Duration of this contract: 2 months. Start date April 14<sup>th</sup> 2020. End date June 15<sup>th</sup> 2020.