

Agreement
DNA sequencing

Riga,

5th June, 2015

University of Latvia
Agreement registration Nr. 6012-A219/19
Procurement identification Nr. LU 2015/1_I

Contractor's
Agreement registration Nr. _____

University of Latvia, registered in Ministry of Education and Science of the Republic of Latvia on 2nd February, 2000, Nr. 3341000218, having its legal address Raina boulevard 19, Riga, value added tax payer registration number LV 90000076669 (hereinafter – CONTRACTING ENTITY), represented by vice-chancellor of science **Indriķis Muižnieks**, who is acting in accordance with the Constitution of the University of Latvia on the one side, and

Marie Arsenian-Henriksson, Head of Department, Microbiology, Tumor & Cell Biology (MTC), Department of Microbiology, Tumor and Cell Biology (MTC), C1, Marie Arsenian Henriksson group, Box 280 171 77 Stockholm, Sweden Karolinska Institutet, Stockholm (hereinafter – CONTRACTOR) from the other side.

Hereinafter collectively referred to as the “Parties” but individually as a “Party”

based on the procurement commissions (formed according to the 12th February 2015 order by the University of Latvia No.1/50,) decision in the meeting minutes No. LU 2015/1_I - 2 and the proposal submitted by the CONTRACTOR, concludes an Agreement (hereinafter- Agreement):

1. Agreement subject

- 1.1. CONTRACTING ENTITY orders and makes a payment for, but CONTRACTOR with his own resources performs **DNA sequencing and analysis** (hereinafter - Service).
- 1.2. The Service has to be performed in accordance with the Agreement, Agreement Appendix Nr.1 “Technical Specification” (hereinafter - Technical Specification), Agreement Appendix Nr.2 “Contractor’s proposal” (hereinafter – Contractor’s proposal), the existing legal regulations, as well as instructions given by the CONTRACTING ENTITY.

2. The term of the agreement

- 2.1. The Agreement comes into force at the next day after the date when the Agreement has been registered by the CONTRACTING ENTITY, i.e. 6th June, 2015.
- 2.2. The Agreement is valid until all the obligations have been completely fulfilled.
- 2.3. **The term of the execution of the Service** is from the day when the Agreement comes into force till 31st July 2015.

3. The total amount of the Agreement

- 3.1. The total amount of the agreement in European Union currency (hereinafter- euro or EUR) is 33 000 EUR (33.000 euro 0 cents).

- 3.2. The source of financing of the Service is ERDF project No. 2014/0035/2DP/2.1.1.1.0/14/APIA/VIAA/102 "The elaboration of risk stratification methods based on biomarkers for gastric cancer and premalignant conditions".
- 3.3. All the Service costs, all the taxes defined by state and the local governments as well as duties have been included in the total amount of the agreement.

4. The execution of the service

- 4.1. CONTRACTOR executes the service within the term of the execution of the Service (Agreement article 2.3.) in accordance with the Technical specification and the instructions given by the CONTRACTING ENTITY.
- 4.2. CONTRACTING ENTITY has the rights to check how the CONTRACTOR is executing the Service and the quality of the execution of the Service. In case it is established that the Service is executed inadequately or not in accordance with the rules of the Agreement or the Service isn't provided at all, the CONTRACTING ENTITY has the rights to prepare an act of established discrepancies (hereinafter-Claim) and submit it to the CONTRACTOR.
- 4.3. CONTRACTOR is fully responsible for the injury to the environment or direct threats of injury that has been caused by his direct or indirect activity or inactivity during the whole term of the execution of the Service within the framework of his professional activity, with which the legal requirements regarding environment, personnel qualification, work safety, fire safety, use of electrical devices and other requirements have been violated. In case the obligations mentioned above are not met, CONTRACTOR is also responsible for the damage or loss caused to the third party.
- 4.4. Within the framework of the procurement procedure, according to his own views, CONTRACTOR had the rights to choose licensed and appropriately qualified subcontractors for the execution of a particular work, submitting it for the CONTRACTING ENTITY's approval beforehand. CONTRACTOR takes responsibility for the chosen subcontractors according to the procedures set out by the legal documents.
- 4.5. The discrepancies outlined in the Claim defined in the Agreement article 4.2. have to be eliminated by the CONTRACTOR within 62 (Sixty two) day period starting from the moment the Claim has been compiled (date, time), and not exceeding the term set in the Agreement article 2.3.
- 4.6. **The Service is considered as executed starting from the moment (date) when CONTRACTOR has executed all of the actions set out by the Technical specification and the Contact persons named in the Agreement Article 10.1 and 10.2 have signed a statement of Acceptance, which is the basis of issuing an invoice.**

5. Payment procedure

- 5.1. CONTRACTING ENTITY makes a post- payment for the Service within the 30 (thirty) calendar days period after the day the statement of Acceptance and the invoice has been received (CONTRACTING ENTITY's note).
- 5.2. The day of the payment is considered to be the day when CONTRACTING ENTITY has made a transfer to the CONTRACTOR's bank account, which was indicated in writing in the invoice.
- 5.3. Parties cover their expenses for the bank services that have occurred regarding the money transfers.

6. Financial liability of the Parties

- 6.1. If the Agreement is terminated before the end of the term then the CONTRACTOR shall refund any unused funds to the CONTRACTING ENTITY.

7. Force majeure

- 7.1. Parties do not carry responsibility for a total or partial failure to carry out the Agreement if it has occurred due to invincible and from the parties' independent exceptional circumstances (force majeure). These circumstances include fire, natural disasters (earthquake, flood), exceptional government decisions and orders and other incidents of exceptional character that couldn't been foreseen by the Parties. The conditions of the Force majeure have to be confirmed by a conclusion from a competent authority.
- 7.2. In the cases of Force majeure the term of execution and payment set in the Agreement is extended for the duration of these conditions but no longer than 30 (thirty) calendar days.
- 7.3. The Party has to inform in writing the other Party about the start and the end date of conditions set in Article 7.1. that are obstructing the execution of the Agreement obligations, by also submitting the conclusion mentioned in the Article 7.1. In case of untimely notification Parties are not liberated from the execution of the Agreement obligations.
- 7.4. In case the conditions of Force majeure is lasting for more than 30 (thirty) calendar days, each of the Parties has the right to unilaterally avoid the Agreement, giving a warning to the other party 5 (five) working days in advance.

8. Dispute settlement and termination of the contract

- 8.1. Disputes and disagreements that can arise during the execution of the Agreement or regarding the Agreement is solved by the Parties through mutual negotiations. If the Parties can't reach an agreement, then the disagreement is to be solved through the court of Sweden in accordance with the laws and regulations of Sweden.
- 8.2. Regarding the issues that are not subject to this Agreement, Parties are following the existing laws and regulations of Sweden.
- 8.3. Parties can terminate the Agreement before the end of the term of the Agreement by a written mutual agreement.
- 8.4. CONTRACTING ENTITY has the right to unilaterally avoid the Agreement without CONTRACTOR'S consent if:
 - 8.4.1. During the execution of the contract 10 or more Claims have been submitted to the CONTRACTOR.
 - 8.4.2. It becomes known that the CONTRACTING ENTITY won't get the financing defined in Agreement Article 3.1. In this case CONTRACTING ENTITY settles the accounts for the Service that has been actually provided.
 - 8.4.3. CONTRACTOR terminates its operation as a legal entity and it has no legal successor of the rights and obligations or a proceeding has been instituted against the CONTRACTOR for declaring its insolvency.
- 8.5. In the cases defined in the Agreement Article 8.4., the Agreement is considered as terminated on the seventh day after the day a notification for avoiding the Agreement is sent out (registered item) by the CONTRACTING ENTITY.
- 8.6. By terminating the agreement in accordance with the cases defined in the Agreement article 8.4., the CONTRACTOR pays the contractual penalty and/or recompenses all

the loss that has arisen to the CONTRACTING ENTITY in accordance with the provisions set in the Agreement.

- 8.7. CONTRACTOR has the right to unilaterally avoid the Agreement without the CONTRACTING ENTITY's consent in the case if:
- 8.7.1. The CONTRACTING ENTITY has not made a payment for the Service provided longer than 20 (twenty) days after the deadline set in the Agreement.
- 8.8. In the cases defined in the Agreement Article 8.7., the Agreement is considered as terminated on the seventh day after the day a notification for avoiding the Agreement is sent out (registered item) by the CONTRACTOR.

9. Contact persons

- 9.1. The contact person responsible for the CONTRACTING ENTITY's execution of the Agreement: **Sergejs Isajevs**, University of Latvia, Faculty of Medicine, Pathology Chair, tel.: , e-mail:
- 9.2. CONTRACTOR's contact person – **Marie Arsenian-Henriksson**, Head of Department, Microbiology, Tumor & Cell Biology (MTC), Department of Microbiology, Tumor and Cell Biology (MTC), C1, Marie Arsenian Henriksson group, Box 280 171 77 Stockholm, Sweden Karolinska Institutet, Stockholm, phone- , e-mail:

10. Other provisions

- 10.1. All the amendments or additions of the Agreement are drawn up in writing and signed by both Parties. They come into force when all the copies have been signed and registered by the CONTRACTING ENTITY.
- 10.2. All the appendixes mentioned in the Agreement as well as amendments or additions drawn up after the Agreement has been concluded, if they have been drawn up, in accordance with the Article 10.1. are integral parts of the Agreement. CONTRACTING ENTITY keeps the right to change the samples of the documents that are attached to the Agreement.
- 10.3. In all the documents related to the execution of this Agreement, including the invoice, the CONTRACTOR indicates the date of payment of the invoice as well as other necessary requisites and data (including procurement identification number LU 2015/1_I and the corresponding CPV (Common Procurement Vocabulary)) in accordance with the Regulation.
- 10.4. CONTRACTOR has no right to pass over to the third party his rights and obligations set in the Agreement without a written consent from the CONTRACTING ENTITY.
- 10.5. If any of the provisions of the Agreement become void, it doesn't imply that the rest of the provisions are avoided. The void provisions have to be commuted by other provisions corresponding to the aim and content of the Agreement.
- 10.6. The Party informs the other party about the changes in its address, contact persons, bank statement or changes in other requisites within 5 (five) working days.
- 10.7. Notifications regarding avoiding the Agreement or all other correspondences regarding the Agreement must be sent as a registered letter to the Party's address indicated in the Agreement.
- 10.8. The Agreement has been drawn up in English on seven (7) pages, of which five (5) pages are the Agreement text with these appendixes:
- 10.8.1. Appendix 1- Technical specification on one (1) page.
- 10.8.2. Appendix 2 – Technical and financial proposal on one (1) page.
- 10.9. The Agreement has been drawn up in two copies with equal legal force. One copy of

the Agreement is kept by the CONTRACTING ENTITY and one- by the CONTACTOR.

11. Parties requisites

CONTRACTING ENTITY

CONTRACTOR

Universtiy of Latvia

Address: Raiņa blv. 19, Rīga, LV-1586
Telephone: +371 67034444
Fax: +371 67225039
e-mail: LU@lu.lv
State Treasury
Code: TREL LV22
Account No.: LV37 TREL 9150 1751 1400 B
LU reg. No. ESS2014/162, finance code S164-ESS162-ZR-N-840

Legal address:
Office address:
Telephone:
Fax:
Bank
Code:
Account Nr.:

Vice-chancellor of science

z.v.



A. Muiznieks/



Head of **Karolinska** Department
Institutet

Department of Microbiology, Tumor
and Cell Biology, MTC
Box 280
SE-141 86 Stockholm
Sweden

M. Arsenault-Henriksson/

*Gunilla Karlsson Hedetun
H profekt*