

ANTISUPERBUGS PCP

Annex VI

Phase 1 Contract

Bidders must be informed that the Phase Contracts will be signed in their English version. With the submission of their proposals, Bidders accept this fact.

PREAMBLE

This specific contract for Phase 1 is made the 16th day of March 2020 by and between the following parties:

(1) on the one part, the Lead Procurer, AGENCIA DE QUALITAT I AVALUACIO SANITARIES DE CATALUNYA (hereinafter referred to as «Lead Procurer»), established in CALLE ROC BORONAT 81 95 2 PISO, 08005, BARCELONA (Spain), and tax identification number ESQ0801969G, represented by César Velasco Muñoz, duly authorised for the purposes hereof by virtue of public deed granted on 9th of January 2019 before the Notary Jaime Agustín Justribó, under number 37 of his protocol and in accordance with AQuAS bylaws, approved by Decree 97/2013, of 5 February, published in the Official Journal of the Government of Catalonia, num. 6310 of 7 February 2013,

acting in the name and on behalf of the members of the Buyers Group:

1. INSTITUT CATALA D'ONCOLOGIA (hereinafter referred to as «ICO»), established in AVINGUDA GRAN VIA DE L'HOSPITALET 199-203, 08908, L'HOSPITALET DEL LLOBREGAT (Spain), and tax identification number ESQ5856383D, represented by Candela Calle, duly authorised for the purposes hereof;
2. UNIVERSITÄTSKLINIKUM AACHEN (hereinafter referred to as «UKA»), established in PAUWELSSTRASSE 30, 52074, AACHEN (Germany), and tax identification number DE813100566, represented by Hermann Jennessen, duly authorised for the purposes hereof;
3. SHEFFIELD TEACHING HOSPITALS NHS FOUNDATION TRUST (hereinafter referred to as «STH»), established in BEECH HILL ROAD 8, S10 2SB, SHEFFIELD (United Kingdom), and tax identification number GB654400165, represented by Dipak Patel, duly authorised for the purposes hereof;
4. PROVINCIA AUTONOMA DI TRENTO (hereinafter referred to as «PAT»), established in PIAZZA DANTE 15, 38122, TRENTO (Italy), and tax identification number IT00337460224, represented by Silvio Fedrigotti, duly authorised for the purposes hereof;
5. HELIOS UNIVERSITÄTSKLINIKUM WUPPERTAL (hereinafter referred to as «HELIOS»), established in HEUSNERSTR. 40, 42283, WUPPERTAL (Germany), and tax identification number DE169727484, represented by Holger Raphael, duly authorised for the purposes hereof;
6. FUNDACIÓ MÚTUA DE TERRASSA PER A LA DOCENCIA I RECERCA BIOMEDICA I SOCIAL, FUNDACIÓ PRIVADA CATALANA (hereinafter referred to as «FMT»), established in Plaça Dr. Robert 5, 08221, TERRASSA (Spain), and tax identification number ESG62331673, represented by Maria Emilia Gil Girbau, duly authorised for the purposes hereof;

Hereinafter, all together referred as "**Buyers Group**"

(2) and on the other hand, Mr. Vautz Wolfgang, acting as CEO and on behalf of ION-GAS GmbH with VAT num. DE298231406 and registered office at Konrad-Adenauer-Allee 11, Dormunt (Germany) (hereinafter, "**Contractor**"),

(3) Mr. Dieter Quack, acting as CEO and on behalf of Meta IT GmbH with VAT num. DE277438914 and registered office at Bahnhofstr, 37, Saarbrücken (Germany) (hereinafter, "**Contractor**"),

(4) Mr. Andreas Loerzer, acting as Managing Director and on behalf of Logic Way GmbH with VAT num. DE188758912 and registered office at Hagenower Street 73, Schwein (Germany) (hereinafter, "**Contractor**"),

(5) Mr. Günter Jost, acting as Director and on behalf of Unabhängiges Centrum für empirische Markt- und Sozialforschung GmbH with VAT num. DE163564946 and registered office at Gerhart-Hauptmann-Straße 19, Rostock (Germany) (hereinafter, "**Contractor**"),

which shall all be held jointly and severally under this Framework Agreement, (all together, the "**Contractor**")

The Lead Procurer, the Buyers Group and the Contractor(s) shall be referred to together as "**Parties**", unless otherwise specified.

Both Parties, mutually recognize their capacity to enter into this Agreement and

IT IS AGREED as follows:

TERMS AND CONDITIONS

Article 1 — Subject of the contract

1.1. This contract for Phase 1 (hereinafter, the "**Contract**") is made under and is subject to the terms and conditions of the Framework Agreement made between the Parties on the same date in relation to the Project with title "ANTI-SUPERBUGS PCP". It is made subsequent to the invitation to tender under the Tender Documents and the Framework Agreement which includes Phase 1.

1.2. All terms used in this Contract shall have the meaning set out in the Framework Agreement, unless otherwise is evident from the context.

Article 2 — Duration

2.1. The Services with regard to Phase 1 shall be provided and delivered in full within the timetable set out in the Tender Documents. For the purpose of Phase 1, the "**Completion Date**" shall be on 8th June 2020.

Article 3 — R&D services to be provided

3.1 By the signing of this Contract, the Lead Procurer assigns to the Contractor and the Contractor undertakes the task of performing the Services within the scope of Phase 1 of the Project as described in the Bid. The Contractor acknowledges that the Lead Procurer has simultaneously

entered into corresponding framework agreements and phase contracts for Phase 1 with other contractors.

- 3.2 The Contractor shall manage and complete the Services with regard to Phase 1 in accordance with the Bid submitted by the Contractor in the Call for Tender, and shall allocate sufficient resources to the Services and the Project to enable it to comply with this obligation.

Specify in the Annex 1 to the contract for phase 1 the individuals in charge of carrying out the R&D activities for the specific contract and their location (country where they carry out the R&D activities).

Article 4 — Price and payment arrangements

- 4.1 The price for these Services, in accordance with the Bid submitted by the Contractor, amounts to EUR 71.350,00 excluding VAT. The Contractor is free to administer received payments within the terms of the Framework Agreement and this Contract.
- 4.2 The payments shall be made in the contractor's bank account, according to the provision included under Article 8 of the Framework Agreement. The contractor's bank account details to perform the payments are the following:

Bank Entity:

IBAN:

BIC/Swift Code:

Beneficiary:

Article 5 —Monitoring obligations

- 5.1. When required by the Monitoring Team, the Contractor shall submit the Interim Outcome Update ("IOU") referred to in Section 5.1.6. of the RFT. The Interim Outcome Report ("IOR") included in the IOU will follow the template set out in Annex I of this contract.
- 5.2. The Monitoring Team shall consider the IOU and the results of this review will be collected in the Monitoring Outcome Report ("MOR") in the form set out in the Annex I of this Contract. Through the MOR, the Monitoring Team shall qualify the Contractor's progress in this Phase as good, acceptable, unsuccessful or unsatisfactory according to the abovementioned Section and may make the recommendations it deems appropriate.
- 5.3. The Contractor shall incorporate the recommendations made by the Monitoring Team (when applicable) in the End of Phase report which the Contractor has to present after the assessment of the Monitoring Team, on the Completion Date, in the form set out in the Annex III of this Contract.
- 5.4. The lack of the incorporation of the aforesaid recommendations might imply :
- (i) the delay or the reduction of the payment to which Section 5.2 of the RFT is referred and that the Procuring Entity has to make to the Contractor in this Phase due to its implementation
 - (ii) and/or the non-invitation of the Contractor to participate in the next Phase
 - (iii) and/or, even, the anticipated termination of the Framework Agreement and of this Phase Contract when a breach of the contract/s occurs.

Article 6 — Entry into force

6.1 The Contract becomes effective upon the day on which the Contract is signed by the last Party and shall remain in effect until the Completion Date set out in Clause 2 above. In any case, the duration of the Contract shall be conditioned to the duration of the Framework Agreement. So, in the event of an early termination of the Framework Agreement, this Contract shall be also terminated automatically.

Signed in 5 original copies [one for each Party].

Signed by the duly authorized signatory of the Procuring Entity:

Signature

Full Name

César Velasco Muñoz

CPosition Held

DIRECTOR OF AGENCIA DE QUALITAT I AVALUACIÓ SANITÀRIES DE CATALUNYA

Date

Signed by the duly authorized signatory of the Contractor:

Signature

Full Name

Vautz Wolfgang

Position Held

CEO AT ION-GAS GmbH

Date

Signature

Full Name

Dieter Quack

Position Held

CEO AT META IT GmbH

Date

Signature

Full Name

Andreas Loerzer

Position Held

MANAGING DIRECTOR AT LOGIC WAY GmbH

Date

Signature

Full Name

Günter Jost

Position Held

DIRECTOR OF UNABHÄNGIGES CENTRUM FÜR EMPIRISCHE MARKT- UND SOZIALFORSCHUNG GMBH

Date