

CONTRACT RELATING TO THE SERVICE OF SHOTGUN METAGENOMICS SEQUENCING OF NUCLEIC ACIDS EXTRACTED FROM BIOLOGICAL SAMPLES AS PART OF COMPETITIVE PROJECTS IMPLEMENTED IN THE FUNDACIÓ HOSPITAL UNIVERSITARI VALL HEBRON - INSTITUT DE RECERCA (VHIR).

The tender is part of the “Proyectos Generación del Conocimiento” grant, funded by MCIU/AEI/10.13039/501100011033 and by the ESF+



2024-068 SEQUENCING OF NUCLEIC ACIDS (PID2023-147387OB-I00)

Barcelona, 13th February of 2025

THE PARTIES

On one hand, [REDACTED], of legal age, the bearer of National Identity Document N°. [REDACTED] and whose address for the purpose hereof is Barcelona Passeig Vall d'Hebron 119-129, 08035.

And on the other, [REDACTED], of legal age, the bearer of National Identity Document No. [REDACTED] and whose address for the purpose hereof is [REDACTED]

THEY INTERVENE

The former, in the name and on behalf of the Fundació Hospital Universitari Vall Hebron - Institut de Recerca (hereinafter, VHIR), the registered address whereof is Barcelona al Passeig Vall Hebron nº. 119-129, Tax Identity Code G-60594009. She is acting as the Authorized Manager, being especially authorized for entering into this contract by virtue of the public deed of power of attorney authenticated by the Notary Public of Barcelona, Mr. Andrés Sexto Carballeiro, on the 27th of January of 2016, under number 145 of his record.

The latter, in the name and on behalf of **NOVOGENE (UK) COMPANY LIMITED**, (hereinafter, the successful bidder), the registered address whereof is Second Floor, 25 Cambridge Science Park, Cambridge United Kingdom, CB4 0FW, Tax Identity No. **GB273975163**, recorded in the Commercial Registrar of Companies for England and Wales under entry Company Number 09353226. Ms. [REDACTED], is acting as the representative of the Company, being especially authorized for entering into this contract by virtue of the public deed of power of attorney authenticated by the Notary Public of England and Wales, Mr. Paul Gittins, on the 14 March 2022, under number. AP01(ef) of his or her records.

THEY STATE

I.- That the Fundació Hospital Universitari Vall Hebron - Institut de Recerca (VHIR) is an entity that was incorporated through the public deed authenticated on 22 September 2009 by the Notary Public of Barcelona Andrés Sexto Carballeiro.

II.- Pursuant to its Articles of Incorporation, the Fundació Hospital Universitari Vall Hebron - Institut de Recerca (VHIR) is a non-profit foundation endowed with legal personality and full capacity to act and which was incorporated to promote, develop, transfer, manage and disseminate research, scientific and technical knowledge, innovation, teaching and training in the field of life and health sciences. The VHIR is a part of the public sector of the Catalan Regional Government and it is deemed to be a non-governmental awarding power.

III.- The VHIR, in fulfilment of the purpose for which it was incorporated, has called a procedure for the awarding of a contract to the service of shotgun metagenomics sequencing of nucleic acids extracted from fecal samples by the Project PID2023-147387OB-I00 titled "MODULATION OF THE GUT MICROBIOTA AND IMMUNE SYSTEM" of the Microbiome Group of the Fundació Hospital Universitari Vall Hebron - Institut de Recerca (VHIR). The tender is part of the "Proyectos Generación del Conocimiento" grant, funded by MCIU/AEI/10.13039/501100011033 and by the ESF+, having published the appropriate tender on the contracting profile of the entity on 11th November of 2024.

IV.- The competent contracting organism of the de la Fundació Hospital Universitari Vall Hebron - Institut de Recerca (VHIR) on the grounds of the value of the contract has issued the ruling dated on 06th February of 2025 whereby it awards the contract stated in point III above to NOVOGENE (UK) COMPANY LIMITED.

V.- The Contractor has certified its capacity to enter into contracts and undertake responsibilities and its legal personality, especially for the purposes of this Contract, before the VHIR, and it has constituted the definitive security required in the Specific Administrative Bidding Conditions that govern this contract, which has been put at the disposal of the VHIR for the purposes established herein.

VI.- The parties hereby formalize the aforementioned contract, which shall be governed by the following

CLAUSES

1.- OBJECT

1.1.- The purpose of this call for tenders is to hire the service of shotgun metagenomics sequencing of nucleic acids extracted from fecal samples by the Project PID2023-147387OB-I00 titled "MODULATION OF THE GUT MICROBIOTA AND IMMUNE SYSTEM" of the Microbiome Group of the Fundació Hospital Universitari Vall Hebron - Institut de Recerca (VHIR). The tender is part of the "Proyectos Generación del Conocimiento" grant, funded by MCIU/AEI/10.13039/501100011033 and by the ESF+.

This contract shall be executed subject to the following attached documents:

- The Specific Administrative Bidding Conditions as appendix No. 1.

- The Technical Specifications as appendix No. 2.
- The financial bid submitted by the successful bidder, as appendix No. 3.
- The Requirements, as appendix No.4.
- The Award Agreement, as appendix No.5.
- The Definitive Security, as appendix No.6.

The parties hereby state that they possess true and faithful copies of the documents that have been stated as defining for this Contract, said copies having been signed by the parties and being an integral part of this Contract.

2.- PRICE

The total value of the contract is established for the value of 60.000,00 Euros, (excluding VAT), based on its economic offer of 50,00 € (excluding VAT) for Unit price for shotgun sequencing of genomic DNA using Illumina (PE 150) sequencer with a coverage per sample of 5Gb.

Other criteria offered:

- 2 to 3 weeks for response from the reception of the samples.
- Allow small batches of samples to be sent (maximum batch of 200 samples).
- Re-sequencing a sample with a min of 50% discount on the unit price offered, when the problem is due to sample characteristics themselves

All headings described in the offer have been included in the value of the contract. Moreover, all costs, risks, benefits and taxes are deemed to be included therein with the exception of VAT, which is stated under a separate heading.

The VHIR shall only pay the successful bidder for those services that are effectively provided, and the VHIR shall under no circumstances be bound to spend the entire estimated value of the contract / budget for tender.

3.- BILLING AND MEANS OF PAYMENT

According to Law 25/2013, of December 27, 2013, on the promotion of electronic invoicing and the creation of the accounting registry of invoices in the Public Sector, in its Article 4, "*All suppliers who have delivered goods or provided services to the public administration may issue and send electronic invoices. In any case, they will be obliged to use the electronic invoice and to submit it through the corresponding general entry point...*".

The awarded company will invoice electronically the services actually performed. The DIR3 codes to be able to issue the invoice are the following:

DIR3	ACCOUNTING OFFICE	DIR3	MANAGING BODY	DIR3	PROCESSING UNIT
A09006467	Fundació Hospital Universitari Vall d'Hebron-Institut de Recerca (HUVH IR)	A09006467	Fundació Hospital Universitari Vall d'Hebron-Institut de Recerca (HUVH IR)	A09006467	Fundació Hospital Universitari Vall d'Hebron-Institut de Recerca (HUVH IR)

In the event that the issuance of the electronic invoice is not feasible for exceptional reasons, the contractor will invoice each service rendered through its corresponding invoice, which must be sent to the following e-mail address: factures@vhir.org

The invoice will be issued for each batch of samples. In no case will the maximum amount be binding on the VHIR, but only the supply and service actually provided will be paid based on the prices finally awarded.

Each annual invoice issued must detail the period to which it corresponds, the breakdown/description of expenses by concept and the internal account that should be charged, as well as indicate the references "L 2024-068".

The effective payment of the executed services will be performed by bank transfer, due 30 days / invoice date.

The contracting institution will make the payment of the supplies once they have been fully performed and once the invoice has been entered into its registry. In accordance with this paragraph, advance payment of part or all of the contract price is not contemplated.

In no case, the contractor will have the right to the revision of prices pertaining to any concept.

Therefore, the contracting entity will make the payment of the invoices using the currency conversion according to the common practices that the entity carries out in this type of case, so said payment will be made at the time of payment of the invoice.

The VHIR's fiscal data that must be included in the invoice are the following:

FUNDACIÓ HOSPITAL UNIVERSITARI VALL D'HEBRON - INSTITUT DE RECERCA
VAT: G-60594009
Passeig Vall d'Hebron, 119-129
08035 Barcelona

In the event that the invoice is not issued in accordance with the criteria established and referenced at the beginning of this clause, payment will not be made and the invoice will be withheld until the requested data is correctly indicated.

In case of electronic invoicing, this will be rejected until the requested data is not correctly indicated.

Once the contract ends, including any extensions that may be executed, VHIR will only accept invoices issued after the end of the contract as long as the period of execution of the same is within the term of the tender.

In the event that the invoice is issued after the end of the contract and in accordance with the above paragraph, VHIR will only pay invoices issued within two (2) months after the end of the contract.

The VHIR will only pay the successful bidder for the services actually provided, without, in any case, the VHIR being obliged to exhaust the estimated value of the contract/bid budget.

4.- LENGTH OF THE CONTRACT

4.1.- The duration of the service object of this tender will coincide with the validity of the aforementioned projects which is until 31st August of 2028.

The service will start on the day following the formalization of the contract.

The duration of the contract is foreseen without prejudice to the guarantee period established in section J of the Table of Characteristics of the Particular Terms and Conditions governing this contract, as well as the obligations of confidentiality and protection of personal data provided in accordance with the corresponding clauses of this contract.

The length of the contract is established notwithstanding the warranty period established in section J of the summary chart of the contract, as well as the agreements regarding the non-disclosure and protection of personal information pursuant to the appropriate clauses hereof.

4.2.- However, if this project were to be found, for any of the reasons that are not now can foresee, subject to the request of a possible extension, the end date will be susceptible to being extended, at most to the one that is finally authorized.

Under no circumstances will the contract be renewed tacitly.

4.3.- The place where the service provisions will be carried out will be established in section E of the Summary Chart of the Specific Administrative Bidding Conditions that govern the contract.

5.- DEFINITIVE SECURITY

5.1.- The successful bidder has constituted a definitive security for the amount of 3.000,00 Euros. This amount corresponds to the percentage of the Contract value established in section H of the Summary Chart and in clause 15 of the Specific Administrative Bidding Conditions that govern the contract.

5.2.- This security is common and enforceable upon the first request, with an unconditional compulsory nature and an express and solemn waiver of all exceptions and reservations and, among others, of the benefits of exclusion, order and division.

5.3.- The security will respond for the exact fulfilment by the contractor of each of the obligations resulting from this contract and shall remain in force until the expiry of the warranty period and the contract has been satisfactorily completed or terminated for reasons not attributable to the contractor and following the procedures established therein.

The security thus constituted will respond for any possible terminations of the contract, the application of penalties, compensation for damages arising from non-fulfilment of the contractor's obligations and, in general, for the faulty fulfilment of the obligations befalling the contractor.

5.4.- In any of the cases considered in the paragraph above, the VHIR may freely and of its own free will act against the aforementioned security and, in consequence, to dispose of the appropriate amounts, notwithstanding the actions, claims or appeals the contractor may lodge, which shall under no circumstances suspend the free availability of the security for the VHIR, whose only obligation would be to return the sums thus used when appropriate.

5.5.- In the event that the amount of the security should prove insufficient to cover the damages suffered by the VHIR, said institution may claim the difference that was not covered by the security from the contractor and, if necessary, it may discount it from the amounts pending payment to the contractor. The remainder shall be paid directly and immediately by the contractor at the request of the VHIR.

6.- LABOUR AND TAX OBLIGATIONS

6.1.- The contractor will have to be up to date with its corporate obligations at all times in what regards taxes, labor, social security, trade unions and health and safety, and it will be strictly and rigorously responsible for any non-compliances with the above obligations on an exclusive basis, as the VHIR shall decline any liability for said non-compliances.

6.2.- Pursuant to Law 54/2003, of 12 December, reforming the legal framework on workplace health and safety and of Royal Decree 171/2004, of 30 January, developing article 24 of Law 31/1995, of 8 November, on workplace health and safety, the successful bidder is bound to comply with currently applicable legislation on workplace health and safety. In particular, the successful bidder shall comply with the terms of the Specific Administrative Bidding Conditions on this subject.

6.3.- The successful bidder undertakes to exert the management powers inherent to its status as an employer concerning its staff in a real, effective and constant manner, undertaking all obligations regarding the staff assigned to the execution of the contract in what concerns the negotiation and payment of wages, social security enrolment and contributions, and the payment of benefits, sabbaticals, leaves, holidays, replacements, workplace health and safety, the disciplinary regime, trade union relations and any other rights and obligations arising from its own work contracts on an exclusive basis.

6.4.- The relationship between the parties is of an exclusively commercial nature and there is no employment link between the VHIR and the staff of the service provider, even when said staff should have to carry out tasks on VHIR premises. Therefore, on the basis of the existence of this contract or compliance therewith, the staff of the service provider shall not be deemed to be VHIR employees either de jure or de facto owing to the fact that it will exclusively depend on the direction of the aforementioned company for all intents and purposes, including the aspects of labor relations and social security.

The service provider shall be responsible for the management and organization of the work, issuing, when appropriate, work orders and instructions to its employees and undertaking the obligations to remunerate and contribute as an entrepreneur.

7.- COMMITMENT ON THE ENVIRONMENT AND GOOD PRACTICES

The contractor guarantees a high level of environmental conduct in the execution of the services that are the object of this Contract to the VHIR. The service provider shall be fully and exclusively liable for compliance with all applicable environmental regulations, holding the VHIR harmless, and undertakes to carry out any actions required to maximize energy efficiency and to minimize the environmental impact in accordance with the documents attached to this Contract and to regulations in force from time to time.

8.- LIABILITY IN THE EXECUTION OF THE CONTRACT

8.1.- Subject to the provisions of this contract, each party shall be held liability for any full or partial breach of any of their obligations arising from this contract and shall have to indemnify the other party for any damages arising from said breach.

The liability and obligation to indemnify established herein are understood notwithstanding the possibility to terminate the contract and the penalties established in the following clause.

In particular, the contractor will be held liable for any losses, degradation or loss in value of the equipment owned by the VHIR and required for the execution of the contract, as well as for any damages that may be directly or indirectly caused to third parties or to the facilities and assets of the VHIR during the execution phase of the contract and until the receipt thereof by the VHIR.

The contractor will likewise be liable for the quality of the services provided as well as for the consequences that may arise from any omissions, mistakes or improper methods applied during the execution of the contract for the VHIR or for third parties.

8.2.- Likewise, the service provider shall be held liable for any environmental damages that may arise pursuant to the provisions of Law 26/2007, of 23 October, on environmental responsibility, and Law 11/2014, of 3 July, whereby Law 26/2007, of 23 October, on environmental responsibility is modified.

8.3.- The contractor shall be liable to pay the value of any penalties that may imposed to the VHIR as a consequence of non-compliance with or failure to observe the conditions established in documents of a contractual nature, in licenses, authorizations or permits, as well as for any breach or non-observance of applicable municipal, regional or state regulations by the service provider.

8.4.- The parties will notify each other of the assessment of these damages as appropriate, upon which the other party will have thirty (30) calendar days to issue a disclaimer. Failing that, the assessment shall be deemed to have been accepted by the party to which the claim has been made, upon which the claimant will issue the appropriate bill.

9.- PENALTY SYSTEM

9.1. Failure to comply with or faulty compliance with contractual obligations shall be grounds for the penalties established in clause 24 of the Specific Administrative Bidding Conditions.

9.2. The penalties established in this section are of a cumulative and not substitutive nature.

For the purposes of article 1.153 of the Civil Code, a contractor to whom a penalty has been applied shall not only have to fulfil the penalty within the terms established in the paragraph below, but also to fulfil any obligations regarding non-compliance or arrears in execution for which he or she is being penalized

Penalties shall be deducted from sums pending payment. In the event that there are no sums pending payment, penalties shall be withdrawn from the definitive security that may have been provided, as the case may be. In the event that the penalties should have been levied from the aforementioned security, the service provider shall be bound to increase the security by the appropriate amount until it reaches the 5% of the award value.

The application and payment of penalties shall not imply a waiver by the VHIR for any indemnities to which it may be entitled for damages caused by non-compliances attributable to the service provider.

10.- TERMINATION OF THE CONTRACT

10.1.- This contract may be terminated on the grounds of any of the reasons laid out in clause 25 of the Specific Administrative Bidding Conditions attached hereto as Appendix 1.

10.2.- Consequences of the termination

Termination of the contract, regardless of the reasons for the same, shall be understood without prejudice to any rights that may have been acquired or any liabilities that may have been incurred due to failures to pay, the obligation to provide indemnities for damages, or of any other rights and obligations that may arise and that may be demanded at the time of the termination or that may remain after said termination in accordance with the terms of this contract.

Moreover, the termination or expiry of the contract shall not affect the obligations established for the parties which, owing to their nature or the terms of this contract, shall survive the termination of the same, especially the non-disclosure obligation.

At the end of the contract, the contractor shall return any documents and equipment that may have been provided to the VHIR and that are being held by the contractor to the VHIR, observing the duty to maintain secrecy and confidentiality as stated in the confidentiality clause.

The termination of the contract for any reason other than the expiry of the established deadline or by mutual agreement shall entitle the contractor to claim for compensation for any damages that may arise from said termination whenever it has been caused by a breach of the obligations undertaken by the VHIR pursuant to this Contract.

11.- SUBCONTRACTING AND ASSIGNING THE CONTRACT

The subcontracting and assignation regime is the one regulated in clause 22 of the Specific Administrative bidding conditions and attached hereto as Appendix 1.

12.- RECEIPT OF THE WORK AND WARRANTY PERIOD. CIVIL LIABILITY POLICY

12.1.- The execution of the contract shall be carried out at the risk and peril of the successful bidder.

12.2.- The successful bidder shall ensure that the services provided in compliance with the object of this contract shall be in conformity with the specifications agreed upon by the parties.

12.3.- Once the provision described herein has been carried out and its fulfilment of the technical requirements and the offer submitted by the successful bidder and, when applicable, once the appropriate documentation has been submitted, the appropriate works receipt report shall be drafted. The warranty period shall be counted from this point onwards.

In the event that issues concerning the works carried out should arise at the time of the drafting of the receipt report, the works will not be understood as having been received, but rather, a maximum period of ten (10) days will be given to the service provider to amend any flaws that may have been detected.

Once the term stated in the paragraph above has passed, the actions intended to verify the suitability of the works and their subsequent receipt will be carried out.

12.4.- The works receipt report will have to be issued by the VHIR within 15 working days counting from the date of submission of the documents in question as well as of any other documents the VHIR may have requested.

If the aforementioned deadline should expire without the issuance of the aforementioned receipt report for the works or services carried out, these will be understood to have been received.

12.5.- Moreover, throughout the duration of the contract, the contractor will undertake to maintain the civil liability insurance policy that was contracted, for an amount sufficient to cover the liabilities of any type that may be derived from the execution of the contract.

The validity of the aforementioned civil liability insurance policies will have to be certified throughout the validity of the contract, including any possible extensions, by submitting a copy of the receipt for payment thereof to the contracting organism.

13.- CONFIDENTIALITY, INTELLECTUAL AND INDUSTRIAL PROPERTY AND FULFILLMENT OF REGULATION (EU) 2016/679 AND OF THE ORGANIC LAW ON THE PROTECTION OF DATA THAT DEVELOPS

The contractor declares to know and agrees to comply with the provisions of clause 28 of the Specific Administrative Terms and Conditions regarding the protection of personal data.

The contractor declares to know and agrees to the fulfilment of what is provided in the clause "Confidentiality, Protection of personal data and Intellectual and Industrial Property" of the Technical Specifications in the field of intellectual and industrial property.

Likewise, the contracting company will be obligated to respect the confidential nature of all the information to which it has access in the terms established in clause 29 of the Specific Administrative Terms and Conditions.

14.- ORGANISATION. INTERLOCUTORS FOR THE CONTRACTING PARTIES

14.1.- In compliance with the obligations arising from this contract, the contractor shall appoint an interlocutor endowed with sufficient capacity, knowledge and experience to supervise, coordinate and ensure the proper correct provision of the services to be executed and to carry out an interlocutory role with the VHIR to monitor the execution of the contract.

The VHIR shall likewise appoint a person in charge of monitoring the execution of the works endowed with sufficient attributions to define and analyse the level of the works to be carried out, to coordinate them and to validate the end results of the services provided.

The following individuals are hereby appointed to represent the VHIR and of the contractor:

On behalf of the contractor: [REDACTED]

On behalf of the VHIR: [REDACTED]

The VHIR may request the replacement of the interlocutor appointed by the contractor at any time whenever there are justified grounds. In this case, the successful bidder will propose a

substitute with a suitable profile within one working day from the notification of the request for substitution.

14.2.- The successful bidder for the service will ensure that a stable staff is assigned to the works that are the object of this contract with low rates of turnover within its possibilities, excepting cases in which the replacement of certain people may be requested by the VHIR or the successful bidder, for justified reasons.

14.3.-The VHIR shall be entitled to inspect and be informed on the execution of the services that are the object of the contract, and it will be able to request documents concerning the preparation, management and monitoring of the same in order to check the technical features of the services provided. Moreover, it may implement any quality control systems it sees fit and issue any guidelines it may deem necessary for the strict fulfilment of this contract.

15.- CHANGES TO THE CONTRACT

This contract may be modified in accordance with the provisions of section K of the Summary Chart and Clause 27 of the Specific Administrative Bidding Conditions that govern this contract.

16.- LEGAL FRAMEWORK


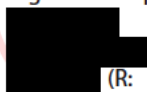
This contract is subject to Spanish civil, commercial and procedural legislation, notwithstanding the rules contained in subsection 4, section 3 of Title I, Book II of the LCSP, on contract modifications, that may apply.

17.- JURISDICTION

Civil jurisdiction shall be competent to settle disputes between the parties with regard to the effects, fulfilment and termination of the contract that is the object of this tender, pursuant to article 27 of Law 9/2017, on Public Sector Contracts. In the event that they should file legal action, the parties hereby expressly submit to the jurisdiction and competence of the Courts and Tribunals of the city of Barcelona, expressly waiving any others that may apply to them.

In witness whereof, this document is hereby signed in two counterparts at the date and place stated in the heading.

VHIR

 Firmado digitalmente por
 (R:
G60594009)
Fecha: 2025.02.14
10:16:43 +01'00'


CONTRACTING ORGANISM

Manager
Fundació Hospital Universitari Vall
Hebron – Institut de Recerca (VHIR)

THE SUCCESSFUL BIDDER



Digitally signed by


Date: 2025.02.14
13:57:24 +08'00'

Ms. 
Legal representative
NOVOGENE (UK) COMPANY LIMITED