



CONTRACT FOR THE SUPPLY AND MAINTENANCE OF AN ONLINE ELECTRONIC LABORATORY NOTEBOOK FOR THE INSTITUT CATALÀ D'INVESTIGACIÓ QUÍMICA (INSTITUTE OF CHEMICAL RESEARCH OF CATALONIA)

Tarragona, 21 November 2025.

BY AND BETWEEN:

On the one part, Mr. Emilio J. Palomares Gil, of legal age, domiciled for the purposes of this contract at Avinguda Països Catalans, 16, Tarragona 43007, Spain.

And on another part, Mr. Raymond Lowe, of legal age, domiciled for the purposes of this contract at 77 4th Avenue, Waltham, MA 02451, USA.

ACTING AS:

The former for and on behalf of Fundació Institut Català d'Investigació Química-ICIQ Foundation (hereinafter, the "CONTRACTING AUTHORITY"), with registered office at Avinguda Països Catalans, 16, 43007 Tarragona, and holder of Tax Identification Code number G43619550. Mr. Emilio J. Palomares Gil acts in his capacity as Director, being duly empowered to formalize this contract.

The latter, for and on behalf of the company Revvity Signals Software, Inc. (hereinafter, the "CONTRACTOR"), with registered office at 77 4th Avenue, Waltham, MA 02451, USA, and holder of US Federal Tax ID 04-2897700. Mr. Raymond Lowe acts in his capacity as Manager, Contracts Administration, being duly empowered to formalize this contract.

EXPOSE

I.- THE CONTRACTING AUTHORITY is a public sector Foundation that is governed by the provisions of Law 9/2017, of November 8, on Public Sector Contracts (hereinafter, "LCSP"), by which they are transferred to the Spanish legal system, Directives of the European Parliament and of the Council 2014/23/UE and 2014/24/UE, of February 26, 2014, relating to harmonized contracting which, as a contracting authority that does not have the character of Administration Public, and by any other provision that applies to it.

II.- In accordance with its bylaws, the aim of the CONTRACTING AUTHORITY is to identify and promote research and innovation in the field of chemical sciences, promoting the closest interrelationship between basic and applied research and the market, in order to achieve excellence in this field and become an international flagship institution within its field of operations.

III.- ICIQ Foundation, in compliance with the purpose for which it was established, has called a procedure for the award of the SUPPLY AND MAINTENANCE OF AN ONLINE

ELECTRONIC LABORATORY NOTEBOOK for a three (3) year term, as indicated in the Conditions of this contract.

On October 2, 2025, the corresponding call announcement was published in the Contractor Profile of the Institute of Chemical Research of Catalonia Foundation.

IV.- The Contracting body of ICIQ Foundation, has resolved, by means of a resolution dated November 18, 2025, to award the contract to the company Revvity Signals Software, Inc.

V. The CONTRACTOR has demonstrated to the CONTRACTING AUTHORITY the ability and status allowing it to enter into contracts and obligations, and in particular for the execution of this contract, and has likewise accredited its technical and professional, economic and financial solvency as called for in the Dossier of Administrative Clauses governing the procurement

VI. Both parties mutually acknowledge their sufficient capacity in order to execute this instrument, and now proceed formally to sign the contract pursuant to the following:

CLAUSES

1. OBJECT

1. The object of this contract comprises the supply and maintenance of an online electronic laboratory notebook to the CONTRACTING AUTHORITY.

2. The service covered by this contract will be performed in accordance with this contract and subject to the following documentation, which will be deemed contractual in nature:

- Dossier of Administrative Clauses
- Dossier of Technical Clauses
- TECHNICAL PROPOSAL (envelope B)
- ECONOMIC PROPOSAL (envelope C)

Both parties state that they hold an accurate copy of the documentation listed above.

2. TERMS AND LOCATION FOR DELIVERY OF THE SUPPLY

1. The SUPPLY AND MAINTENANCE term is set at three (3) years, from January 1, 2026 to December 31, 2028.

2. The deadline for the delivery of the licenses is set at a maximum of 4 weeks from the day after the signing of the contract.

3. Any delays occurring for reasons not attributable to the CONTRACTOR will entitle it, provided that it should offer to fulfil its commitments by extending the time period initially indicated, to an additional period no greater than the time lost, and applicable solely to the corresponding part of the provision.

4. This contract cannot be extended.

5. Place of supply: The CONTRACTOR is obliged to deliver the supply at the Institut Català d'Investigació Química, Avinguda Països Catalans 16, 43007 Tarragona, Spain.

3. PRICE

1. The amount of the contract for the supply of the three (3) year-term SOFTWARE licences is established in the amount of € 86.852,00, excluding VAT, this having been considered the most economically beneficial proposal in accordance with the award criteria. This amount also includes maintenance.
2. The contract price will be considered to include the rest of taxes, duties and fees of any kind, which may be applicable, as well as all the expenses that the successful tenderer must bear in accordance with the provisions of this contract and in the Specifications Conditions and documentation mentioned in clause 1.
3. The contract will be financed with funds from the Severo Ochoa programme CEX2024-001469-S financed by MICIU/AEI/10.13039/501100011033.

4. WORKING PLAN

1. Supply must be performed in accordance with the bid submitted and at all times as set out in the overall terms established in the Technical proposal from envelope B and in the Technical Specifications.
2. The CONTRACTOR will be obliged to supply, within a period of no more than 5 (five) days, all materials in which, upon receipt, any defect or anomaly of the supply not operating in substantial accordance with its documentation, should be observed by CONTRACTING AUTHORITY and reported to CONTRACTOR promptly.
3. The person appointed by the CONTRACTING AUTHORITY to supervise the supply will be responsible for approving the supply and informing the CONTRACTOR of any defects or anomaly of the SOFTWARE not operating in substantial accordance with its documentation. The CONTRACTOR will be obliged to supply maintenance.

5. MANAGEMENT OF THE SUPPLY

1. Management of the supply will be the task of, and will be conducted under the exclusive responsibility of, the CONTRACTOR. Management of the supply will be handled by Mr. Remo Calabrese and the persons collaborating in specific functions. Mr. Remo Calabrese will provide personalised attention for all matters regarding execution of the contract, coordination and assistance.
2. The individual appointed by the CONTRACTING AUTHORITY as responsible for the contract must be informed of and be involved in all provisions or actions undertaken by the CONTRACTOR.

The CONTRACTING AUTHORITY appoints as its contract supervisor Mr. Angel Mosquera, Manager of the IT Unit.

6. EVALUATION AND CERTIFICATION OF SUPPLY. METHOD OF PAYMENT

1. The method of payment will be by bank transfer.
2. The valuation of work added or subtracted, under the terms of this contract, will be performed by applying to the units of goods executed the unit prices for such work as listed in the bid submitted.

3. Invoicing. Invoices will incorporate the code of the procurement file (Exp 38-2025) and will be sent to invoices@iciq.es .

4. Annual invoices will be paid by the CONTRACTING AUTHORITY 30 days after the invoice issued date in the following terms, if they are approved:

Invoice # 1 in the amount of 27.826,00 EUR

Invoice # 2 in the amount of 28.937,00 EUR

Invoice # 3 in the amount of 30,089,00 EUR

7. RECEIPT AND SETTLEMENT OF WORK

1. The execution of the contract will be carried out at the risk of the successful bidder.
2. The CONTRACTOR guarantees to ICIQ that the services performed to comply with the object of this contract are in accordance with the specifications agreed by the parties.
3. The CONTRACTING AUTHORITY will certify the delivery of the units described in the Dossier of Technical Conditions. A reception notice will be signed by both parts to confirm that the supply have been properly received.

8. PENALTY REGIME. TERMINATION AND RESCINDMENT

1. Non-fulfilment or defective fulfilment of contractual obligations will result in the imposition of the penalties established in the Administrative Clauses Dossier.
2. The penalties provided for in this section are cumulative and not substitutive.

For the purpose of what is provided for in article 1.153 of the Spanish Civil Code, the penalized successful tenderer, in addition to satisfying the penalty in the terms provided for in the following paragraph, must fulfil the obligations, non-compliance or delay in execution of which is penalized.

Penalties will be deducted from outstanding amounts. In the event that there are no amounts pending payment, the penalties will be effective against the definitive guarantee provided, if it exists.

The application and payment of penalties do not exclude the compensation to which the ICIQ may be entitled for damages caused by the non-compliance attributable to the service provider.

This contract may be terminated for any of the reasons established in the Administrative Clauses Dossier governing this contract.

The following grounds for termination of the contract apply:

- a. Declaration of bankruptcy or insolvency in any other form of proceedings.
- b. Mutual agreement by the CONTRACTING AUTHORITY and the CONTRACTOR.
- c. An uncured material breach of other fundamental contractual obligations, classified as such in the Conditions or in this contract.

d. An uncured material breach, for reasons attributable to the CONTRACTOR, of the overall deadline for execution of the supply, provided that the delay should exceed *1/6 of the contractual execution period for the supply*, or an uncured material breach of the partial deadlines, if the successive adjustments to the Working Plan indicate that it will be impossible for the supply to be performed within the aforementioned overall deadline.

3. The contractual resolution, regardless of the cause that originated it, will be understood without prejudice to the rights acquired, the responsibilities contracted for non-payment, the obligation to compensate for damages, or those other rights and obligations originated and that are enforceable, either at the time of the resolution, or that continue to be so after it, according to what is established in this contract.

Also, the resolution or termination of the contract will not affect the obligations established by the parties that, according to their nature or the terms of this contract, must survive its termination, especially the obligation of confidentiality.

At the end of the contract, the successful tenderer will return to ICIQ all the documentation and materials that have been delivered to him by ICIQ and that he had in his possession, having to fulfill in any case the duty of confidentiality and secrecy to which the confidentiality clause refers to.

The termination of the contract for any reason other than the expiration of the agreed term or mutual agreement, will only give rise to compensation in favour of the successful bidder for the damages that have been caused to them through termination when this has been a consequence of the breach by ICIQ of its obligations under this Contract.

9. ARBITRATION

1. Any such issue, dispute or discrepancy as might arise between the parties will be resolved by means of arbitration as established in Act 60/2003, of 23 December 2003, notwithstanding the full enforceability of the established contractual commitments which will, nonetheless, be subject to adjustment in accordance with the arbitration award.

2. The parties accept institutional arbitration by the Arbitration Tribunal of Tarragona, of the Catalan Arbitration Association, which is responsible for appointing the Arbitrator or Arbitrators administering the arbitration. The parties undertake henceforth to comply with the arbitration award.

3. Arbitration will be conducted on an *ex lege* basis. The deadline for the award to be made will be 180 (one hundred and eighty) days from acceptance of arbitration. The regulations and applicable procedure will be subject to the aforementioned Act or any subsequent law which may replace this, and the Tarragona Court of Arbitration Regulations.

4. The award will establish the respective percentages of the cost of the arbitration award and, as applicable, the necessary evidence, to be paid by each of the contracting parties in accordance with the degree of rationality of their corresponding arguments.

10. NON-DISCLOSURE CLAUSE AND COMPLIANCE WITH THE DATA PROTECTION REGULATIONS

The successful tenderer declares to be aware of and undertakes to comply with what is provided for in clauses 28 and 29 of the Dossier of Administrative Clauses in matters of personal data protection.

Likewise, the awarded company will be obliged to respect the confidential nature of all that information to which it has access in the terms established in clause 30 of the Dossier of Administrative Clauses.

The Parties undertakes a duty of secrecy and respect regarding the confidential nature of all information, data or background circumstances which are not public or well-known and are connected with the object of the contract or of which it may learn as a result thereof, or those expressly stated by the organisation to be confidential, or those which given their inherent nature must be treated as such. This duty of non-disclosure will remain in place for a minimum period of 5 (five) years. Any failure to abide by this clause will entitle the other Party to compensation for the damages caused.

11. LEGAL REGIME

The contract is subject to Spanish civil, commercial and procedural legislation, without prejudice to the application of the rules contained in Subsection 4^a, Section 3^a, Chapter I, Title I, Book II, of the LCSP, relating to contractual modifications.

Likewise, this contract is subject to national and European Union data protection regulations, and in particular to Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, relating to the protection of natural persons with regard to the processing of personal data and the free circulation of such data (hereinafter, RGPD) and Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights (henceforth, LOPDgdd) and those regulations that develop it, the successful tenderer being subject to said regulations.

12. JURISDICTION

In order to resolve any such dispute as may arise in the interpretation or execution of this contract, both parties expressly agree to be bound by the jurisdiction and authority of the Courts and Tribunals of the City of Tarragona, waiving any other legal forum to which they might have been entitled.

In witness whereof this instrument has been signed in two counterparts, in the place and on the date first given above, or, in the case of signing electronically, on the date recorded in the last electronic signature.

ICIQ

THE CONTRACTOR

Mr. Emilio J. Palomares Gil
Director
ICIQ Foundation

Mr. Raymond Lowe
Manager, Contracts Administration
Revvity Signals Software, Inc.

Signed by:

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