

QUOTATION FOR SEQUENCING AND ANALYSIS SERVICES.

CRG - Centre de Regulació Genòmica
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Quotation Number 6223619
Quotation Date 07/10/2022
Expiration Date
Prepared by Ferrer Salvador, Anna
Email anna.ferrer@crg.eu

CLIENT INFORMATION

Name Granados, Sergio
Institution FUNDACION PARA LA INVESTIGACION
 BIOSANITARIA DE ANDALUCIA
 ORIENTAL - FIBAO
Address Dr. Azpitarte, 4. Edificio Licinio de la
 Fuente, 4ª planta
 18012
 Granada

VAT number G18374199
Tel:
Email
Customer PO

BRIEF DESCRIPTION OF THE SERVICES

Project GRANADOSSER_01
Number of samples 28
Application Stranded mRNA-Seq
Coverage per sample -
Million reads per sample 35
Total Gb per sample -
Read length 2x50bp
Others -

SERVICES	TAX	UNITS	COST PER UNIT	TOTAL AMOUNT
Bioanalyzer run (RNA) (per sample)	21%	28	5,21 EUR	145,88 EUR
Library Preparation mRNA (stranded) (per sample)	21%	28	78,07 EUR	2.185,96 EUR
NextSeq 2000 run (100 cycles, P3 kit)	21%	1	3.368,98 EUR	3.368,98 EUR

Subtotal: 5.700,82 EUR
Total TAX: 1.197,17 EUR
Total: 6.897,99 EUR

SIGNED BY AND ON BEHALF OF THE CLIENT	SIGNED BY AND ON BEHALF OF THE CNAG-CRG
	

PARTICULAR TERMS:

1. PURPOSE

Provision of sequencing and analysis services by Centro Nacional de Análisis Genómico (CNAG-CRG) on the samples provided by Client or Depositor or third party designated by it under its responsibility, in the form and conditions specified in the quotation.

2. EXECUTION

2.1. Depositor's commitments:

- a. Depositor shall deliver to CNAG-CRG the anonymized samples clearly identified with CNAG-CRG codes, at its expense, under the conditions specified by CNAG-CRG. Depositor will retain ownership of the samples.
- b. Depositor specifically declares under its responsibility, pledging on CNAG-CRG's request to provide supporting documents that:
 - The samples object of this contract were obtained with the corresponding approval of the Bioethics Committee of Depositor.
 - In case of human samples, they have been obtained with "informed consent" of donors, both for collection and for their use, including conservation and / or manipulation and sequencing by entities such as CNAG-CRG.
 - Depositor agrees to immediately inform CNAG-CRG if it becomes aware that the donor had revoked his consent.

2.2. CNAG-CRG's commitments:

- a. Conserve and preserve the biological samples with the required diligence, applying the security measures of their internal protocols.
- b. Keep the samples so that individual samples can be removed at any time, at the request of Depositor.
- c. Keep the samples for a minimum period of 6 months upon the completion of the services. If requested, samples shall be returned to Depositor upon completion of the service.
- d. Not to distribute material of samples or derived information to third parties without the consent of Depositor.
- e. Use the material that makes up the samples for the sole purpose of this contract.
- f. Not to locate, contact or identify any donor database of Depositor.
- g. Make the report available to Client with the results of services in digital format.

3. PRICE AND PAYMENT

The total amount will be paid by Client, after delivering the results report, on 30 days, after issuance of the invoices to Client.

4. ACKNOWLEDGEMENT, REFERENCE AND CO-AUTHORSHIP POLICY

All work performed by CNAG-CRG should be acknowledged in scholarly publications, posters, and presentations by a direct statement in the acknowledgements section "The authors would like to thank the CNAG-CRG for assistance with [services performed]". In addition, and disregard of the payment, in those cases where the service provided by the CNAG-CRG is not standard and includes relevant intellectual contribution and/or requires development and/or implementation of new or customized protocols, technologies, analysis methods or bioinformatics pipelines, co-authorship of the responsible people should be considered. In those cases, each personnel who has participated sufficiently enough to take public responsibility for appropriate portions of the content should be recognized as co-author. Co-authorship should follow commonly-accepted scientific practice and should be discussed with the CNAG-CRG Project Management team in advance.

GENERAL TERMS:

1. CONTRACT FORMALIZATION

These general conditions, jointly with the quotation to which they are included, are the contractual documentation (contract) regulating the provision of services hired by Client to CNAG-CRG. The quotation acceptance implies the acceptance of these terms and conditions which apply subsidiarity to the particular terms contained in the quotation. Any change in the contractual documentation must be in writing and specifically accepted by both parties, without having effectiveness the amendments or reservations that are not specifically accepted by the other party.

Acceptance of the contract by Client shall be made by remission through email to CNAG-CRG of all contract documents, including these general conditions, duly signed on the first and last pages.

2. EXECUTION TERMS

- a. The execution by CNAG-CRG of contracted services shall be carried out on the terms specified in the quotation and other contractual documentation.
- b. When the contract consists of or includes the obtaining of results, reports or opinions of CNAG-CRG, delivery shall be deemed performed once they have been made available to Client.
- c. The delivery of samples by Client shall take place at its expense and own risk to CNAG-CRG facilities, in the prescribed technical and conservation conditions. In any case, the client provides defective samples, CNAG-CRG will not assume the risks and the costs involved in the sample processing.
- d. Any service not specifically included in the quotation will be charged additionally, according to CNAG-CRG's fees

3. PRICE

The prices included in the quotation have been calculated using in place fees. Corresponding VAT will be applied and added to the established prices. Non-payment of invoices under the conditions set in the quotation shall accrue the legal annual interest from the invoice's due date in arrears paid by Client, without prejudice to the faculty of CNAG-CRG to terminate the contract according to law for breach or to suspend its operation until payments regularization, assuming Client any consequences of such a suspension.

4. RESPONSIBILITIES

CNAG-CRG will provide contracted services in accordance with standard practice, applicable laws and regulations.

The obligation of CNAG-CRG is to use the appropriate means for the provision of services according to professional practice and in no way constitutes an obligation of results. In any event the liability of CNAG-CRG for any reason is limited to the price of services paid by Client.

CNAG-CRG will not be liable for delays or other contingencies or failures caused by unforeseen circumstances beyond its control or force majeure. In particular, CNAG-CRG will not be liable for contingencies attributable to third parties, not controllable by CNAG-CRG, affecting its normal activity and preventing from obtaining supplies, materials or services, as well as for social conflicts.

The results, reports or opinions made by CNAG-CRG in execution of this contract will be based on the samples, data or information provided by Client at its own expense. CNAG-CRG will not be responsible for the client use of results and by the derived consequences. If the use of results by clients is incorrect or improper, CNAG-CRG makes an express reservation to take legal actions.

5. CONFIDENTIALITY

CNAG-CRG undertakes to maintain confidentiality and secrecy about the data, the results and information obtained in performing the contract.

CNAG-CRG may use the data and information obtained during the execution of this contract for the purposes of its own activities and in particular to study the statistics of quality control and population studies, provided that anonymity is guaranteed for such information or the possibility of identifying the donor subject is eliminated.

Client authorizes CNAG-CRG to cite identifiable information about client, including researcher's name and institution, in its outreach or scientific activities.

6. PERSONAL DATA PROTECTION

The Client and CNAG-CRG should comply with the requirements established by the legislation on data protection applicable at all times, regarding processing of the personal data that the CNAG-CRG may have access to within the framework of the service provision (the "Data"). CNAG-CRG will act as a processor in the name of the Client and the later one will act as a controller of the filing system.

CNAG-CRG will only access, process and use the Data in accordance with the provisions of the legislation in force and the documented instructions of the Client, and in order to render the services established in the present agreement on behalf of the Client.

CNAG-CRG will not be able, without written consent from the Client, to use the Data for any other purpose that may not be established in the present agreement, nor transfer them to a third country that does not guarantee a protection

level equivalent to the required one by the European regulation, nor communicate them, not even for their storage, to third non-authorized parties.

The CNAG-CRG will be entitled to process and use the Data for statistical analyses provided any results or conclusions are communicated and/or distributed in anonymized or aggregated form.

Upon termination of the provision of services, and unless agreed otherwise the CNAG-CRG will transfer the Data generated to the Client and shall keep the Data for a minimum period of 6 months and only for the time necessary for the purpose for which they were generated.

CNAG-CRG shall apply adequate technical and organizational measures to ensure a security level appropriate to the risk presented, which includes preparing and keeping a record of processing activities, and shall reasonably assist the Client – as far as the provision of the services has an impact upon it- to comply with the obligations that arise from the articles 32 to 36 of the General Data Protection Regulation.

In the event that subcontracting of a third company is necessary to render all or part of the services, CNAG-CRG should inform the Client and obtain written authorization in advance.

CNAG-CRG should make available to the Client all necessary information to demonstrate compliance with the obligations included in this contract, in case of audits or inspections, on behalf of the Client or any auditor appointed by the Client. CNAG-CRG may also inform the Client about possible breach of the applicable regulations on personal data protection by instructions provided by the Client.

If one of the parties does not comply with the current regulations on data protection it should indemnify, compensate and hold harmless the other part that may request it for any damage suffered as a result of an infringement of the present clause. Such compensation may include (but not be limited to) any fine that should be paid pursuant to the current regulations.

The Client shall immediately report to the CNAG-CRG any request for exercising the data subject's rights received by the concerned ones, and CNAG-CRG shall reasonably assist the Client, taking into account the nature of the processing, by means of appropriate technical and organizational measures so that the Client can comply with its obligation to respond to such requests.

7. APPLICABLE LAW AND JURISDICTION

This contract shall be governed by Spanish law. Renouncing any other jurisdiction that may correspond, the parties specifically submit to the jurisdiction of the courts of the city of Barcelona for the resolution of any dispute arising from the interpretation and application of this contract.

Barcelona on _____

Signatures



CNAG-CRG Mr. Jochen Hecht – Head of Unit

Client, Mr./Mrs. _____