

CONTRACTING AGREEMENT

concluded between

mcule.com Kft.

Seat: 1116 Budapest, Fehérvári út 132-144.
Registration no: 01-09-963056
TAX no: 23383540-2-43
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Represented by: KISS, Róbert, Managing Director

hereinafter as **Mandator**

and

Research Centre for Natural Sciences, Hungarian Academy of Sciences

Seat: 1117 Budapest, Magyar Tudósok körútja 2.
Mailing address: H-1519 Budapest, P.O.Box 286.
Registration no: (PIR): 329497
TAX no: 15329499-2-41
Bank account no: 10032000-00281241-00000000
Represented by: György Pokol, Director General

hereinafter as **Contractor**

(hereinafter together as „Parties”) on the date and in the place mentioned below and under the following conditions:

Definitions

„*Project*” means a system called „ULTIMATE”, funded under the Horizon 2020 research and innovation framework program of the European Commission, the execution of which the Mandator contracted with the European Commission under No. 777828. The Duration of the project: 01 August 2017 – 31 July 2019. The professional part of the Contract on the Project is attached to this Agreement as Annex 1.

„*Compound*”: Organic chemical compound with a defined chemical structure along with adequate proof of structure (e.g. NMR spectrum, LC-MS spectrum), including - if not stated otherwise - its salts, solvates, hydrates, isomers, enantiomers and diastereomers, and the route(s) of its synthesis.

„*Proposal*”: the documentation of the proposal submitted to the European Commission under No. 777828 by the Mandator to win the project.

„*Task*”: means the services to be provided by the Contractor under this agreement which are defined in detail in this agreement and its Annexes.

„*Contributor*” means a third party involved in the fulfilment of the Task or the agreement, irrespective of the type of the legal relationship in between the Mandator and the Contractor.

“*Background*”: information which is held by beneficiaries prior to their accession to this contract, as well as copyrights or other intellectual property rights pertaining to such information, the application for which has been filed before their accession to this contract, and which is Needed for carrying out the “Task” or for using Foreground.

“*Foreground*”: the results, including information, whether or not they can be protected, which are generated under the “Task”. Such results include rights related to copyright; design rights; patent rights; plant variety rights; or similar forms of protection.

„*Intellectual Property*”: means any creation of the mind, including inventions, utility models, industrial designs, trademarks, know-hows, business models, trade secrets, databases, and copyright. The intellectual property may or may not be protected by registered rights, and is not limited geographically.

„*Report*”: Presentation of the results of the Project based on the work of the Mandator.

„*Deliverable report*”: Reports number D2.2 and D2.4 defined in Annex 2.

Prelude

1. Parties declare, that they learnt the content of the Project and the related documentation.
2. Parties entered into a Non-Disclosure Agreement (NDA) on 16 October 2017, which is also considered to govern their legal relationships based on this contract. In case there is a contradiction between the NDA and the provisions of this Agreement, the terms of this Agreement prevail.
3. Parties declare that they had negotiations during the preparations of the project and the Mandator has given a quotation on the subject of this agreement. The Mandator was selected in accordance with the Tender Rules by the European Union Bureau, based on the best value for money criterion, under the terms of this agreement the Mandator has an obligation to provide services with the best value for money.

Subject of Agreement

4. Mandator orders the development of compound synthesis, including proof of structure and synthesis routes from Contractor under the terms of this Agreement, the detailed description and schedule of which is attached to this Agreement in Annex 2. The Contractor is also responsible for preparing Report and Deliverable report based on Contractor’s work, which the Mandator will submit to the Executive Office of the European Commission.
5. Parties agree, that Contractor shall cooperate with Mandator in the development of compound synthesis tasks of the Project for the entire duration of the project. The duration of the Project is 24 months, starting from 1. August 2017. The duration of the specific Task(s) assigned to Contractor is described in Annex 2. The obligation of cooperation shall be the responsibility of the Parties until closing the Project after monitoring by the Project Supervision Office of the European Commission or its agents – so until the end of the 29th month from starting the Project.

Obligations of Contractor

6. Contractor undertakes that by developing the Compounds:

- a) The first version of the concept plan on the implementation of the contractual tasks – a written summary including the proposed Compounds to be synthesized by Contractor – is prepared and transferred to Mandator by November 14, 2017. Mandator shall validate the concept plan and inform the Contractor within 2 (two) weeks about its acceptance. In case the concept plan is not accepted, Contractor shall prepare a new concept plan within 2 (two) weeks. Parties declare that the content of any rejected concept plan is excluded from the scope of the NDA previously signed by the Parties and its content can be freely used without any limitations by the Contractor in its other projects. Content of the finally accepted concept plan is subject to the NDA.
- b) The first set of Compounds along with Deliverable report D2.3 is transferred to Mandator by April 30, 2018.
- c) The second set of Compounds along with Deliverable report D2.5 is transferred to Mandator by October 31, 2018.

The exact definition, deadlines, results and fee of the above tasks are set out in Annex 2.

7. Contractor acknowledges that the Task, any performance section or unit transferred to Mandator under this Agreement is supervised by the Project Supervision Office of the European Commission or its agents.

8. Parties agree that Contractor shall cooperate with Mandator during the entire lifetime of the Project, regarding the tasks described in Annex 2. Cooperation means, in particular, to participate in discussions, meetings and responding to questions of Mandator as well as of the Project Supervision Office of the European Commission or its agents that are closely related to the tasks described in Annex 2 in a timely manner. Cooperation shall not mean any synthetic chemistry work beyond what is defined in Annex 2.

9. In case Project Supervision Office of the European Commission or its agents requires to do so at any time during the Project, Contractor shall prepare further interim reports in addition to the above. Contractor shall also prepare the corrections or modifications of these reports if required by Mandator or Tender publisher. Contractor shall hand over the draft of the Deliverable reports to Mandator at least 20 days prior to the deadline set by the Project Supervision Office of the European Commission or its agents, while the final Deliverable reports shall be submitted to Mandator 10 days prior to this deadline.

General Obligations of the Contractor

10. Contractor shall perform Services as provided in this Agreement as well as further instructions or regulations of Mandator in connection to the Tasks specified in Annex 2 of this Agreement. If it follows from the task, Contractor shall hand over the descriptions and documentation related to the Services to Mandator (Civil Code section 6:124).

11. Contractor undertakes not to sell the Compounds to the competitors of the Mandator.

12. Contractor shall provide services in accordance with applicable regulations, standards and professional ethical rules and in accordance with the rules and regulations of companies, organizations and persons that may be affected by Services (e.g. those who operate websites and/or so called „social media”). If the Mandator’s instructions, expectations conflict these, Contractor shall draw Mandator’s attention to this fact and the given activity can only be performed on the explicit written instructions of the Mandator.

13. Contractor shall immediately notify Mandator in writing of any conditions that hinders or delays the performance of services, or any of its components.

14. Contractor shall inform Mandator - on its request - on the performance of services at any stage.

15. Contractor shall perform Services on its own, and is only allowed to engage contributors – subcontractor, agent, performance assistant- with the prior, express and written permission of Mandator to do so. Contractor undertakes to enter into a contract with a potential contributor that is corresponding to this Agreement in all aspects; Contractor is liable for the activity of the contributor, as if the give task would have been completed by itself.

16. Contractor declares and warrants to fulfil its obligations under this Agreement according to its best professional knowledge.

17. Contractor shall be liable for damages if fails to comply with warranty statements above.

Copyright and rights of use

18.

19. The Parties declare that they are willing to disseminate the scientific results generated by the Contractor during its Tasks. Unless the Project Supervision Office of the European Commission or its agents request or agree otherwise, any communication activity related to the Project (including in electronic form, via social media, etc.) and any infrastructure, equipment and major results funded by the grant must:

1. display the EU emblem and
2. include the following text: “ULTIMATE project/This project has received funding from the European Union’s Horizon 2020 research and innovation programme under grant agreement No 777828”.

Obligations of Mandator, Contractor’s Fee

Obligation to cooperate:

20. Mandator shall provide all information and data that are necessary for performing the services, and - upon Contractor’s request, at reasonable times - hold consultations.

21. In case under this Agreement or the nature of the task or by law Contractor shall ask for Mandator's consent, Mandator shall send their answer in writing within the time limit reasonable for the given task.

Fee, payment, handover, and certificate:

22. Parties agree that the Contractor's Fee for providing the Services is 90,000 EUR gross, i.e. Ninety thousand Euro.

23. Contractor's Fee includes all the costs associated with performing the Services under this Agreement. Contractor may not claim any other reimbursement or payment in addition to the above Fee.

24. The Contractor's Fee is paid according to the schedule defined in Annex 3.

25. The criterion for payment of the Fee is that Contractor submits a proper invoice issued to the Mandator on which the Project is indicated. Contractor sends the invoice to Mandator's postal address by post.

26. Parties expressly agree - having regard to the following - that fulfilment of the tasks under point 6, so certified transfer of the synthesized Compounds, is not considered as fulfilment of Contractor's tasks under this Agreement. The acceptance of the Deliverable reports D2.3 and D2.5 - assigned to Contractor in Annex 2 - by the Project Supervision Office of the European Commission or its agents is considered as Certificate of completion. Parties state that issuing the invoice before the Certificate of completion is required under the terms of the call for Tender. Progress will be discussed in monthly meetings. If needed, Contractor and Mandator will adjust the program to ensure the project results are acceptable to all. Fulfilment of the tasks under point 6 also include the transfer of target compounds and the fulfilment of audit requirements as conducted by the Project Supervision Office of the European Commission or its agents.

27. Parties will take handover report after the Compounds are delivered. Contractor is entitled to issue the final invoice on the basis of this report, with indicating the payment deadline specified in Annex 3.

28. Contractor declares that the payment deadline – based on all terms and conditions of the Agreement, prior negotiations of the Parties, and prior, comprehensive information provided by Mandator - is not considered as a unilateral and unjustified agreement, thus the Civil Code. 6: 130 Act shall not be affected by the payment deadlines mutually agreed by the Parties. In this regard Parties definitely took into consideration, that issuing the final invoice precedes the Certificate of completion, so any breach of interest in the payment of the fee is excluded.

General Obligations

29. Parties shall act in good faith, mutual cooperation, representing and protecting each other's interest, notifying each other on all relevant circumstances during performing this contract.

30. Observations and any objections made by persons pre-appointed to the proceedings shall be recorded in a report in writing, at all times. The report shall be sent to the designated contact persons of the Parties named in this Agreement electronically without any delay - but no later than within 24 (twenty-four) hours. In case of dispute, the representative of the Parties shall negotiate and record the result.

31. In case of late payment the default interest is equal to the rate specified for commercial organizations in 6:155. §. Hungarian Civil Code.

32. Parties undertake, in addition to the provisions of NDA, in full knowledge of their criminal and civil liability, to treat the contents of the Agreement and all commercial, business and banking data, information learnt during the relationship as confidential and will not transfer any of the data or facts to any unauthorized agencies or person, that could cause disadvantages in the performance of the agreement or for each of the parties involved, or would cause illegal benefit to other parties.

33. Parties shall be exempt from the liability of partial or complete failure of fulfilling their contractual obligations if „force majeure” occurs as the cause. „Force majeure” are all events, that occurs after signing this agreement and that are extraordinary events that cannot be foreseen and cannot be avoided with any reasonable actions. These incidents include in particular: flood, fire, earthquake or other natural disasters, or war, military actions, in some cases authorities acts or actions and any other factors outside of the influence of the parties. If such kind of event occurs, the party first becomes aware of it shall immediately notify the other Party in writing.

34. Parties mutually agree that they deem all notifications and communication by electronic messages made in writing. If in doubt, all letters, and electronic messages sent, the sender must prove that the other party actually received the message. To avoid future disputes Parties agree that:

- a) they will send the most important messages to each other with registered mail or
- b) sender may ask for a confirmation of receipt of electronic messages, that the other party should comply without delay after receipt of such message.

35. In case a Party sends its notification to the other Party by registered mail, the notification is considered to be received on the 10th (tenth) business day from the day of posting. The validity of the previous sentence is not affected if the notification is returned to the sender Party, except where the address was insufficient. The mailing address of the Parties shall at all times be the seat registered in the commercial register.

Term and Termination

41. This Agreement shall enter into force on the date of its signature and shall remain in force for a definite period of time until the completion of the Project and / or, if longer – until the end of

monitoring procedure conducted by the Project Supervision Office of the European Commission or its agents.

42. Either party shall be entitled forthwith to terminate this Agreement by written notice to the other if that other party commits serious or repeatedly breach of the provisions of this Agreement (or connected agreements) and fails to remedy - in case the breach is capable of remedy - within a reasonable deadline given in the written notice from the other party giving full particulars of the breach and requiring it to be remedied.

44. Mandator is entitled forthwith to terminate this agreement – in addition to the previous sections – in the following cases:

- a) Contractor falls into a delay exceeding 10 (ten) calendar days with performance; Contractor's performance is willingly incorrect;
- b) The work carried out by the Contractor does not meet the takeover criteria described in Annex 2.
- c) The Contractor does not provide the reports described in Annex 2
- d) The Contractor does not provide the synthesis routes (recipes) of Compounds
- e) The Contractor does not provide the analytical data of synthesised Compounds
- f) The Project Supervision Office of European Commission or its agents will not accept the fulfilment of the work of Contractor and will not provide any further remedial action

44. Contractor is entitled forthwith to terminate this agreement – in addition to previous sections – in the following cases:

- a) Mandator does not pay Contractor's Fee on time
- b) Mandator does not keep deadlines set in this Agreement;

45. The Parties expressly agree that this contract may only be terminated in the cases described in the previous sections.

Miscellaneous

46. This agreement contains all the agreements in the subject and all previous agreements in the subject – oral or written - are hereby repealed by signing this agreement. This agreement can only be amended in writing.

47. Parties agree to try to settle any dispute that may arise between them out of court for the first time, through negotiations.

48. Parties are legal entities, registered and operating according to the laws, and the management of these companies are not aware of any fact, matter or circumstance that reasonably could affect parties' intention in the smooth operation of this agreement.

49. If it is determined that any provisions of this agreement is illegal, invalid or unenforceable by any statutory provision or by law, as such that provision (in part or whole) shall be deemed as not being part of the contract however this does not affect the legality, validity or enforceability of the remaining parts of the agreement.

50. None of the Parties shall be entitled to transfer any of their rights or obligations under this Agreement without the prior written consent of the other Party.

51. Parties declare that under Hungarian law in force and under the law of their own country they are legal entities, their ability to transact - such as the right of representation and the obligation to represent the persons signing this Agreement, subject to the transaction value - are not limited and their capacity to act is not limited. Besides, the representatives of the Parties declare that they are entitled to represent their companies without restrictions.

52. This agreement shall be governed by Hungarian law, and in any matters not regulated in this agreement the Hungarian Civil Law and other relevant and applicable rulings shall prevail.

53. In the event of any dispute arising out of or in relation to this Agreement, Parties will submit to the jurisdiction of the courts of Hungary.

After reading and acknowledging its terms, Parties signed this Agreement in 4 prime and equal copies- of which two-two will be the property of each party - confirming that it entirely corresponds to their will.

Date: 01 October 2017.

KÉRELEM
SZERZŐDÉSKÖTÉSHEZ

3469/2017-21

A TTK RÉSZÉRŐL:

intézet neve: MTA TTK SZKI
kutatócsoport neve: Gyógyteremtési Kutatócsoport
kutatócsoport száma: 101
vezető kutató neve: Keserői György Ph.D.

A SZERZŐDŐ FÉL (CÉG, EGYETEM, STB.)

megnevezése: maule.com Kft
telephelye: 1116 Budapest, Fehérvári út 132-134.
képviselője, neve és beosztása: Kiss Róbert vezérigazgató
kapcsolattartó, elérhetőség: Kiss Róbert
számlázási név és cím*:

*: amennyiben a szerződő fél megnevezésétől és telephelyétől eltérő

A SZERZŐDÉS

tárgya: Helyettesítő munkavégzés
típusa: vállalkozási együttműködési keret garanciális
 bérleti egyéb:

összege: 90.000 EUR
időtartama: 2017. 11. 01. - 2018. 10. 31.
bevétel projektszáma:

(kérem új projektszám megnyitását)

rövid szakmai összefoglaló, a szerződés célja:

Az együttműködés célja az eddig ismert
helyettesítő munkavégzés megvalósítása
bővítése.

Kelt, Budapest, 2017. nov. 06.


vezető kutató

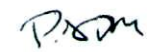

kutatócsoport-vezető


intézetigazgató

Gazdasági ellenjegyzés:


Bartha Edit
gazdasági igazgató

Engedélyezem:


Pokol György
főigazgató 11.09.