

MODEL CONTRACT

SUPPLY

FILE CRG05/09

Barcelona, cc xxxx xxxx

BETWEEN

Ms. XXXXXXXXXXX, of legal age, holder of ID no. XXXXXXX, a resident of Carrer Dr. Aiguader, 88, 5^a, 08003 Barcelona, Spain, on the one hand,

AND

Mr XXXXXXX, of legal age, holder of ID no. XXXXXXX, a resident of XXXXXXXXXXXXXXXXXXXX for the purposes of this Agreement, on the other hand,

ACTING

The former on behalf of F. P. Centre de Regulació Genòmica (the 'ADJUDICATOR'), with legal address in Barcelona, Spain, Carrer Dr. Aiguader, 88, 5^a, holder of fiscal identity number XXXXX. Ms. XXXXXXX acts in the capacity of Manager in accordance with her authority, being duly entitled to sign this Agreement.

The latter, on behalf of XXXXXXX with legal address XXXXXXX, holder of fiscal identity number XXXXXXX registered in the XXXXX, XXXXXXXXXXX. Mr XXXXXXX acts in the capacity of Director in accordance with his authority being duly entitled to sign this Agreement.

PREAMBLE

I.- The ADJUDICATOR is F. P. Centre de Regulació Genòmica, and is governed by its Articles of Association, executed in a public deed before notary public José Marqueño de Llano in Barcelona on the 3rd of November 2004, with no. 3448 in his records, and any other provisions applicable thereto.

II.- Under its Articles of Association, the purpose of the ADJUDICATOR is to become a research centre of international reference in the field of genomics, with special focus on human genome research and also any other related research activity, either connected with or resulting from its main activity.

III.- The ADJUDICATOR has announced a procedure for the award of the supply and installation of An Array Scanner, made public in the Contractor Profile of the institution.

IV.- On xxxxxxx, 'the contracting body' of the ADJUDICATOR, a contracting body competent for the purposes of the amount of this Agreement, resolved to award the supply agreement mentioned in Recital III of this Preamble to xxxxxxxxxxx.

V.- The Contractor has proven before the ADJUDICATOR its capacity and legal personality to enter into agreements and assume obligations, and specifically to sign this Agreement; it has also proven its technical and professional, and economic and financial solvency required by the Specific Bid Conditions that regulate the tender (hereinafter the 'Specifications') and provided the final guarantee required in the Specifications, which has been placed at the ADJUDICATOR's disposal for the purposes provided in this Agreement.

VI.- Both parties recognise their mutual and sufficient capacity to perform this deed and hereby execute the Supply Agreement below, subject to the following

CLAUSES

1. PURPOSE

1. The purpose of this Agreement is the supply and installation of an Array Scanner.

2. The supply that is subject to this agreement shall be performed in accordance with this agreement and be subject to the following documents, which shall be deemed to be of a contractual nature:¹

- Specifications, as appendix no. 1
- Technical Specifications, as appendix no. 2
- Budget, as appendix no. 3
- Copy of the guarantee, as appendix no. 4

Both parties declare that they have true copies of all the aforementioned documents deemed to define the purpose of this Agreement, all such copies having been signed by the parties and forming integral part of this Agreement.

In case of dispute or contradiction in the contents of the contractual documents, this Agreement shall be applied preferentially and the annexed documents shall be applied next, in the order in which they have been numbered.

Furthermore, both parties declare that they have true copies of the technical documents included in envelope no. 2, submitted by the Contractor in order to participate in the tender procedure announced for the award of the Supply Agreement which, insofar as they do not clash with or contradict this Agreement or the other annexed documents, complement the definition of the purpose of this Agreement and the definition of the Contractor's obligations.

3. The Contractor expressly declares that it has sufficiently examined the locations where the works are to be performed, taking the necessary measurements and collecting the necessary data. It further declares that it has studied the documents that define the provision, as well as the appendices to this agreement, considering said documents to be sufficient. The Contractor hereby declares its capacity to carry out the works subject to this Agreement, fully complying with the rules and regulations, prescriptions and conditions included in the contractual documents, the interpretation and detail definition thereof shall be the responsibility of the ADJUDICATOR's technicians or the persons appointed by it.

4. A further purpose of this Agreement is the performance of the necessary examinations, trials and tests, the preparation of a detailed schedule for each of the operations included in the general programme that has been approved, and the procurement and elaboration of any data needed to monitor the works in relation to the scheduling thereof.

5. The ADJUDICATOR may, during the execution of the works, modify this Agreement by increasing, decreasing, replacing or suppressing the units of goods comprising the supplies to be

installed, or replacing certain goods and/or material units to be installed with others, provided that they are included in the present Agreement and the total value of such modifications – added up algebraically – does not exceed more or less twenty (20) percent (%) of the budget stated in Clause 2.1 hereof. In these cases, the awardee shall continue to provide the supplies in strict accordance with the rules and regulations that shall consequently be established for the Awardee, without the right to claim any compensation, or reduce the pace of execution of the works, or suspend such works for any reason. These modifications shall be appraised in accordance with the provisions of Clause 2.2.

6. Ms. xxxxxxxxxxxx is hereby appointed the awardee's representative for the exercise of the rights and the fulfilment of the obligations that result from this Agreement, with the widest powers for the aforementioned purposes, as Delegate Responsible for the Supply and as Head of Safety and Health. The authority resulting from this appointment may not be revoked or limited by the contractor, unless it simultaneously appoints a substitute representative with the same authority as the representative that has been dismissed. In the event that the appointed representative is dismissed or absent for any reason, the contractor also commits to appoint another representative in writing within a maximum period of 8 days. In any case, such appointment shall be expressly notified to the ADJUDICATOR, which shall have to approve said appointment expressly in writing.

2. PRICE

1. The total amount of the agreement related to the supply of an Array Scanner is hereby set as \$xxxxxxxxx, excluding VAT.

2. In the event that the ADJUDICATOR modifies this Agreement as provided in Clause 1.5, the corresponding increases or decreases shall be appraised according to the prices of the corresponding supply and/or installation units, as detailed in appendix no. 3. If the increase in the supplies implies the execution of a new supply unit that is not included in appendix no. 3 and cannot be deduced from said appendix, the price of said new supply and/or installation unit shall be set by common agreement. Any modifications that entail a replacement shall be appraised in accordance with the provisions of the above paragraphs, and shall be broken down into the corresponding decreases and increases in the supply and/or installation.

3. Both the base amount or budget stated in Clause 2.1 and the unit prizes stated in appendix no. 3 shall be understood as including, but not limited to, expenses and taxes, import duties and fees resulting from the Agreement and from the performance of the supply, installation and legalisation, if appropriate, as well as those related to installation licenses, examinations and trials, control of materials, control of the performance, tests, acceptance and payment of the works. Any expenses related to transportation, packing and unpacking shall be borne by the contractor.

4. Any expenses and taxes connected with the announcement(s) of the tender and those that result from the execution of this Agreement shall also be borne by the Contractor.

5. In the event that the Contractor does not satisfy the payment of the obligations included in the previous section, the ADJUDICATOR may discount such amount from any payment to be made by the Contractor. In case of delayed payment of such amount, the ADJUDICATOR shall charge interests in arrears that shall be calculated from the due date of the contractor's obligation to the date when the payment of such amount is made, the interest rate and the calculation formula to be applied being as follows:

The interest rate shall be Euribor + 0.5.

6. This Agreement does not provide for any price revision.

3. TERM AND LOCATION OF SUPPLY

1. The term of supply is hereby set as 12 weeks from the date of signature of this agreement. The period of time for all those purposes of the Agreement which, to any extent, are to be fulfilled within a certain period of time from the beginning of the service will be calculated from the following day .

²2. The installation and assembly term is hereby set as 1 week without the Awardee having the right to claim any possible expenses for the storage and custody of the goods from the date when the manufacture is finished until that date.

3. Provided that the Contractor offers to fulfil its commitments through an extension of the term that had initially been set, any delays due to reasons that are not attributable to the Contractor shall entitle the Contractor to an additional period that shall not exceed the lost time and which shall apply only to the relevant part of the supply.

4. Place of supply. The Contractor shall deliver the goods that are the object of supply to the CRG premises in Edifici PRBB, Dr. Aiguader, 88, 5^a, 08003 Barcelona, Spain.

4. WORK PLAN

1. The supply shall be provided in accordance with the global terms and conditions set forth in the Specifications and/or the Technical Specifications.

2. In the event that the Awardee does not meet the terms and conditions set forth for each supply, the penalties described in Clause 9 shall apply.

3. Within a maximum of 5 days, the Awardee shall supply all the materials that are seen to be faulty or have any defect on receipt.

4. The Supply Execution Direction shall be in charge of approving the supplies and informing the Awardee of any faults or defects that may be detected. The Awardee shall supply, as repairs or additions, the materials that the ADJUDICATOR may demand, in accordance with the prices established in this Agreement (increased according to the consumer price index, if appropriate), for a period that shall be no less than five years from the acceptance of the Agreement.

5. SUPPLY AND INSTALLATION DIRECTION

1. The Supply and Installation Direction shall be in charge of the awardees of these services and shall be performed under their sole responsibility. The Supply and Installation Direction shall be assumed by xxxxxxxxxxxxxx and by the persons with whom the Awardees work for specific functions. In order to be able to fulfil the mission with which it has been entrusted, the Supply and Installation Direction shall have the widest authority within the framework of the Project awarded and of this Agreement. The decisions of the Supply and Installation Direction which entail a modification of the Project in terms of quality, costs or periods shall need to be approved in writing by the ADJUDICATOR.

2. The person responsible for the Agreement appointed by the ADJUDICATOR shall know and participate in all the provisions or actions that refer to the Contractor, including, but not limited to, those related to the following:

The ADJUDICATOR hereby appoints Mr. Josep Queral, Head of General Services of the CRG, as the person responsible for the Agreement.

3. The ADJUDICATOR shall be entitled to stop any of the works in progress that are not executed in accordance with the provisions of the final documents related to the supply that is subject to this Agreement.

6. PROJECT, MANUFACTURE, SUPPLY AND PLACEMENT

The supply to be performed is defined in the appendices to this Agreement, both regarding the dimensions of the supply, the materials comprised in it and the conditions of said supply, and the terms of execution, the conditions that shall be met by the elements to be manufactured and, if appropriate, installed, quality tests, and the health and safety measures that the Contractor shall implement.

7. QUALITY CONTROL

1. The ADJUDICATOR shall perform all the examinations, verifications and trials that it may deem appropriate at any time in the presence of the Contractor, which shall do its utmost to facilitate the execution of such examinations, verifications and trials, making the support methods and staff that may be necessary available. The Contractor shall in no case be entitled to claim any payments for any interruption in the supply that may arise from these actions.

2. The quality control carried out by the ADJUDICATOR, either directly or indirectly, does not exempt the Contractor from performing its own required quality control of the execution, manufacture and, if appropriate, assembly, in order to ensure the fulfilment of the conditions of this Agreement, and/or any conditions that may be required and which shall, in any event, be defined by the ADJUDICATOR so as to attain the levels of quality required and a proper execution of the works. These actions shall not entail any increase in the unit prices that have been set.

The trials and the repetition of other trials that have returned faulty results, or which arise from a change in the project, shall be covered by the Contractor.

3. The Contractor shall provide the ADJUDICATOR with the reports and conclusions of the Quality Control trials. In any event, the Contractor shall be fully responsible for the quality of the supply it provides in accordance with the provisions of the appendices to this Agreement.

8. INFORMATION TO BE PREPARED BY THE CONTRACTOR

1. The Contractor shall provide the person responsible for this agreement with all the information requested from it, through regular written statements if so required.

2. At the time of liquidation of the agreement, the Awardee shall submit a maintenance manual indicating the maintenance system, whether regular or exceptional in nature, of each batch (replacement of partial elements, repairs, cleaning etc), and stating the regular periods of preventive maintenance established for each element.

3. In the event that the purpose of the agreement includes the supply and installation of components and/or materials that require subsequent legalisation, the Contractor shall provide:

- a. Copies of the operation tests.
- b. Originals of the relevant user manuals and warranty manuals.
- c. A list of the companies that have performed the installation of the components, as well as a validated copy of the supply of the services.

10. OUTSOURCING

1. The Contractor may partially outsource the supplies that are the object of this Agreement to a third party. For this reason, the Contractor shall make itself jointly responsible for the obligations of third-party contractors as regards the execution of the outsourced works. The ADJUDICATOR shall at all times remain uninvolved in and unaffected by the relations between the Contractor and the Subcontractor and in no way be responsible in any case for the consequences arising from any Agreements that the former may sign with the latter; it shall, therefore, continue to have relations solely with the Contractor, in general terms.

2. The Contractor shall inform the ADJUDICATOR in writing about any subcontracts signed with third parties, specifying the parts of the Agreement to be carried out by the subcontractor. A statement from the subcontractor shall be attached to said written document, in which statement the subcontractor shall declare that it is not in the process of rating suspension, and that it is not disqualified from contracting or included in any of the hypothetical cases that determine the prohibition to act as a subcontractor in the terms established in the Specifications.

3. The contractor shall in no event subcontract persons or companies that are affected by a rating suspension, disqualified from contracting or included in any of the hypothetical cases that determine the prohibition to act as a subcontractor in the terms established in the applicable rules and regulations.

4. In any case, the subcontractors shall be obliged solely to the Contractor which assumes complete responsibility for the execution of the Agreement with the ADJUDICATOR under the provisions of this Agreement.

5. The subcontractor may in no way outsource, in turn, the supply that has been commissioned to it by the contractor.

6. The Contractor may in no case transfer the rights and obligations related to the execution of the supply which arise from this Agreement. This prohibition shall not include the transfer of the economic rights that arise from the consideration agreed.

11. RISKS CONNECTED WITH THE AGREEMENT

1. The Agreement shall be performed at the Contractor's risk.

2. Consequently, the works shall be performed at the Contractor's risk as regards their cost, terms of execution and type of construction, except in the event of force majeure, provided that there is no imprudence on the part of the Contractor.

3. Presentation itself of the offer implies a declaration on the part of the Contractor that it has fulfilled its obligation to examine all the tender documents and be aware of the execution and submission conditions, and, consequently, that it takes responsibility for executing the works releasing the ADJUDICATOR from any responsibility or claim related thereto.

4. The contractor shall not only be liable for its own actions, but also for the subcontractors' actions, if applicable, of those of the staff that provide services to it and of other persons for whom it must answer under the existing law.

5. Likewise, the Contractor shall be liable for any damages caused to the elements to be supplied by a third party before such elements are accepted. The Contractor shall also be liable for any damages to a third party which are attributable to it, and especially for any damages caused to the sites where the supply and the installation, if applicable, are performed, and during the latter.

12. TAX, WORK, HEALTH AND SAFETY, UNIONS AND ENVIRONMENTAL PROTECTION OBLIGATIONS

1. The Contractor and the subcontractors shall comply and be up to date, at all times, with their obligations as companies or entrepreneurs with regards to tax, work, Social Security, union, occupational hazard prevention and health and safety at work, and environmental issues, being strictly and rigorously responsible on an exclusive basis and keeping the ADJUDICATOR utterly indemnified for the fulfilment of all of these obligations.

2. For the purposes of control by the ADJUDICATOR, without this entailing any obligation for it, the Contractor shall prove, whenever it is so required by the ADJUDICATOR, that it complies with all the obligations stated in the previous section, and shall put at ADJUDICATOR disposal, at all times, the documents, certificates and supporting documentation connected with said obligations.

4. The Contractor undertakes to comply and make others comply for the duration of the works with the Health and Safety Plan of the work, its own Occupational Hazard Prevention Plan, and the rules and regulations on health and safety at work, as well as the health and safety coordinator's instructions on the application and execution thereof.

5. The Contractor shall be liable for any accidents suffered by any member of the supply and installation staff or by any third party which may result from the contracted works.

6. The Contractor shall take full responsibility for any breach of health and safety regulations which it may incur for the duration of the contracted works.

7. The Contractor shall exercise special care to protect and preserve the land, buildings, environment and any elements that may be affected by the implementation of the agreement. Specifically, it shall comply with any environmental rules and regulations that apply to the area where the works are to be performed. If, owing to actions attributable to the execution of the works, such works were halted or suspended in application of environmental rules and regulations, the contractor shall in no way be entitled to make any kind of economic or term-related claim, subject to any actions that the ADJUDICATOR may take in such connection.

13. PERMITS AND LICENSES

With the notice that may be necessary so that no difficulties arise to fulfil the Work Plan, the contractor shall obtain the authorisations, permits and licenses required for the execution of the works from the relevant bodies, administrations and companies. The need to obtain authorisations, permits and licenses shall not be a reason to extend the term or increase the price of the agreement. The Contractor shall be responsible for the preparation of any kind of projects, documents and procedures required to obtain the necessary licenses and legalisations, as well as any expenses related thereto.

14. SECURITY SCHEME

1. A copy of the security arranged in favour of the ADJUDICATOR by the Awardee, for an amount of 4% of the total sum of this Agreement, is attached to this Agreement as appendix no. 4. Such security guarantees the exact fulfilment by the Contractor of each and every one of the obligations that arise from this Agreement. In the event that the amount of the works to be performed is modified, the amount of the security shall be adjusted accordingly.

2. The security arranged shall cover any debts of the Contractor that may arise from this Agreement, from its performance or from its eventual termination, from the refund of any excess amounts, if any, that might have been paid by the ADJUDICATOR at the time of settlement, from the remedy of any damages that may result from a breach of the Contractor's obligations and from the fulfilment of any of the Contractor's obligations in general.

3. In any of the cases mentioned in the previous paragraph, the ADJUDICATOR may act freely, and at its exclusive will, against the security arranged and thereby have use of the amounts covered by said security, subject to any actions, claims or appeals to which the Contractor believes to be entitled, such actions, claims or appeals not implying however, in any event, a suspension of the ADJUDICATOR's right to the free use of the security, the latter's sole obligation being to refund any amounts used if and when appropriate.

4. The security shall be returned to the Contractor by cancelling said security at the end of the total warranty term provided in this agreement.

15. APPRAISAL AND CERTIFICATION OF THE SUPPLY AND INSTALLATION. PAYMENT METHOD

1. The payment method shall be the following: bank transfer.

2. The appraisal of the works added or suppressed under this Agreement shall be carried out by applying to the goods units that have been executed the unit prices that are listed in appendix no. 3 for such works.

3. Invoicing.

4. The payment of invoices shall be made on the ADJUDICATOR's first payment day, 45 days after the invoice date if the invoice is acceptable.

5. In the event that the ADJUDICATOR incurs any delay in the fulfilment of its obligations, the Contractor shall be entitled to 1% interests if it so demands.

16. DELIVERY, ACCEPTANCE AND PAYMENT OF THE WORKS

1. The ADJUDICATOR shall certify the units, under the provisions of the previous section, and shall accept said units, in an exclusive and global manner for all the units that are the purpose of this agreement at the time of delivery.

3. After approved delivery of the Products , final measurements shall be taken which shall be paid in accordance with the economic and payment conditions provided in this agreement, within a maximum of six months.

4. The Contractor shall be informed of the aforementioned payment value so that it may study it for 15 days and report back on said value approving of it or making any remarks as it deems suitable. If, once such 15-day period has ended, the Contractor has not made any remark, it shall be understood that it agrees with the information supplied, and the corresponding payment shall be made in accordance with the value that has been determined. In the event that the Contractor has made any remark, the ADJUDICATOR shall determine if such remark is totally or partially acceptable for the purposes of establishing the payment, subject to the contractor's right to submit the decision to the arbitration provided in this Agreement for the resolution of disputes.

5. At least 60 days before the expiration of the warranty period, the ADJUDICATOR shall inform the contractor of this fact and within a maximum of one month after the end of such period, if the works carried out are in perfect condition, shall prepare the corresponding period end report, taking it as ended.

17. TOTAL OR PARTIAL SUSPENSION OF THE SUPPLY

1. The ADJUDICATOR may order at any time that a specific part of the works or the entire works be suspended, and the Plan shall be adjusted accordingly. In case of suspension of the works for reasons that are not attributable to the Contractor, any potential economic damages resulting from said suspension shall be determined by mutual agreement, except in the event that a new Plan can be established, whose critical path shall not increase the total supply period by 15 days, in which case, the Contractor shall not be entitled to claim any type of extra cost or economic compensation. In any event, said suspension shall result in the establishment of a new Plan. The quantification, if required, of the aforementioned economic damages shall not exceed the amount of (Agreement Execution Budget x 6% of the contractual term of the works) units of euro for each month to be added to the total supply period, excluding the first fifteen days.

2. In the event of total suspension, once an eight-month period has passed, the Contractor shall be entitled to terminate the Agreement and to a compensation of 6% of the cost of the material execution of the works that remain to be executed with the amounts, if any, that the Contractor has received in advance being deducted from said cost, as such amounts are not cumulative with such cost.

18. CONTRACTOR OBLIGATIONS OVER THE WARRANTY PERIOD

Over the warranty period, which is hereby set as one (1) year from approved installation, the Contractor shall be responsible for performing any kind of corrections and repairs that the ADJUDICATOR may deem necessary for the supplied elements to fully comply, at the time of certifying the end of the warranty period, with the technical and performance conditions required. It shall also be responsible for the conservation of the supplied elements as far as the normal operation of the installation is concerned. The Contractor may employ a specific body to perform

the aforementioned works in the conditions that have been stated. If the contractor does not meet the conservation and performance periods and conditions, the ADJUDICATOR may, after informing the contractor in writing, commission said works directly from other companies. In any event, the responsibility and the cost of the works that are executed either by the contractor or by another company shall always be met by the contractor with the sole exception of the cost of the materials used for operation, such as any repairs that are to be carried out as a consequence of damages caused by a third party provided that the cause of such damages can be duly proven.

19. TERMINATION AND CANCELLATION

1. The Agreement may be terminated for the following reasons:

- Death or unforeseeable disability of the contractor, if the contractor is an individual, or dissolution or extinction, if the contractor is a corporation, regardless of the reasons of such events.
- Declaration of bankruptcy or decree of insolvency in any other proceedings.
- By mutual agreement between the ADJUDICATOR and the contractor.
- Breach of the other essential contractual obligations, considered as such in the Specifications or in this agreement.
- Breach, owing to a reason attributable to the Contractor, of the total period of execution of the supply and/or the installation, provided that the delay exceeds (1/6 of the contractual period of execution of the supply), or breach of the partial periods, when the successive adjustments of the Work Plan show the impossibility of carrying out the supply and/or the installation within such total period.
- Serious defects in compliance with the technical instructions and the optional conditions that govern the execution of the works. Serious defects shall refer to any defects that may affect the performance and the term of the works negatively.

2. The Agreement shall also be terminated for the following reasons:

- Dissolution or disappearance of the ADJUDICATOR, regardless of the causes of such events.
- Delay in the payment, owing to reasons attributable to the ADJUDICATOR, for a period of more than 8 months.
- Final suspension of the supply for a period of more than 6 months, as decided by the ADJUDICATOR.

3. The occurrence of any of the reasons indicated in the previous clauses shall have immediate effects from the moment when one of the parties informs of such reason, subject to the actions, claims or appeals to which the other party deems to be entitled.

4. The termination of the Agreement for any of the reasons provided in Section 1 of this clause shall have the following effects: a summary payment of the supply that has been carried out shall be settled, and the Contractor shall be paid for any work carried out that is yet to be certified and which is considered suitable for use. Once the termination of the agreement has been decided by the ADJUDICATOR, it shall be communicated in writing to the Contractor, who shall abandon the supply within a period of no more than one month with neither the existence of economic issues to be solved nor the non-liquidation of the supply able to be put forward as reasons not to abandon

the supply within such period; from this moment, the ADJUDICATOR may resume the supply immediately by the method that the it deems fit. For this purpose, the ADJUDICATOR shall be entitled to use the installations and the auxiliary works installed by the contractor with an obligation to supply same and, in any case, the ADJUDICATOR shall be entitled to take possession of any element – in full or in part – that may be suitable to it for the purposes of continuing the works, such elements being made available to it and put at its free disposal, formalising the use of such elements as a purchase or lease, with power to sublease or place them in the hands of the company that continues the execution of the works, in both instances each party performing its own appraisal and having recourse, in the absence of an agreement between the parties, to the arbitration procedure provided in this Agreement to defend their rights with the price and other conditions determined by the ADJUDICATOR being equally in force and provisionally valid until any disputes are finally settled.

The ADJUDICATOR shall charge to the security deposit any damages to it that are attributable to the Contractor, informing the latter of the list and liquidation of such damages, without prejudice to the ADJUDICATOR's right to demand from the Contractor the payment of any extra amount that is possibly not covered by the amount of the security, subject to the Contractor's right to exercise any actions, claims and appeals to which the it deems to be entitled against the liquidation notified by the ADJUDICATOR.

5. The termination of this agreement by the contractor for the reasons set out in Section 2 of this clause shall be communicated to the ADJUDICATOR in writing. The Contractor shall abandon the supply within a maximum of one month, and the ADJUDICATOR shall not be entitled to take possession of the supplies until it has liquidated or paid for, or duly secured through a bank guarantee, any rights to which the Contractor is entitled. The settlement of the works shall be performed in accordance with the provisions of Clause 17.1. In the event of disagreement on the valuation of the settlement, the provisions of the following clause shall apply.

The ADJUDICATOR shall return the guarantee to the Contractor within a maximum of thirty days from the termination date, except if there is any justified reason to refuse such return under this agreement.

6. The ADJUDICATOR may cancel this agreement at any time, for reasons of general interest that are duly justified, by paying the contractor the cost of the works carried out and the materials accumulated, plus a compensation that shall be calculated as 1% of the contracted Material Execution Budget that has not been executed at the time of declaring cancellation. In the event of unilateral termination of the agreement, the ADJUDICATOR shall return the guarantee to the Contractor within a maximum of 30 days from the date of cancellation, provided that there are no justified reasons to refuse such return. The ADJUDICATOR shall not be entitled to take possession of the supplies until it has liquidated or paid for, or duly secured through a bank guarantee, any rights that the contractor may have in case of unilateral dismissal. In the event that no agreement is reached in the valuation of such settlement, the provisions of the following clause shall apply.

20. ARBITRATION

Any issue, dispute or difference that may arise between the parties shall be settled by submitting it to the arbitration provided in Law 60/2003, dated 23rd December, without prejudice to the full validity of any commitments established under this agreement, which shall nevertheless be adjusted to the arbitration award.

The parties hereby submit to the institutional arbitration of the Tribunal Arbitral de Barcelona (Barcelona Arbitration Court) of the Associació Catalana per a l'Arbitratge (Catalan Association for



Arbitration), which shall be responsible for appointing the Arbitrator(s) and managing the arbitration, with the parties hereby undertaking to abide by the arbitration decision.

The arbitration shall be as of right. The deadline for issuing the arbitration decision shall be 180 days from acceptance of the arbitration. The arbitration rules and the applicable procedure shall be in accordance with the aforementioned Law or any subsequent law that supersedes it, and with the Regulations of the Tribunal Arbitral de Barcelona.

The decision shall determine the respective percentages of the cost of the arbitration and, if appropriate, any necessary proof, to be paid by each of the contracting parties according to the degree of rationality of their respective arguments.

21. CONFIDENTIALITY

The contractor shall be bound by a duty of secrecy and shall respect the confidential nature of any information, data or records which, not being public or widely known, are connected to the purpose of the agreement, or of which the contractor learns as a result of the agreement, or which are expressly stated to the contractor to be confidential, or which are to be treated as confidential owing to their very nature. Such duty of confidentiality shall remain in force for a minimum period of 5 years.

The breach of this clause shall entitle the ADJUDICATOR to compensation for damages.

22. LEGAL SYSTEM

This Agreement shall be governed by the Spanish civil, trade and procedural laws.

For the settlement of any disputes that may arise from the interpretation or performance of this Agreement, both parties expressly submit to the civil jurisdiction and competence of the Courts and Tribunals of the city of Barcelona, and hereby waive any other jurisdiction that may correspond to them.

In witness thereof, this document is signed in duplicate in the place and on the date shown above.

Centre de Regulació Genòmica

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