**Framework Agreement Contract** No. BMC 2018/434-1

Riga 20.11.2018

**Derived Public Person "Latvian Biomedical Research and Study Centre",** Scientific Institution Registration Number 181002, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting in accordance \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the **Customer**, as one of the parties hereto, and

**Lanmer OÜ**, Registration Number: 12647876, represented by Merlin Langel, acting in accordance with Estonian Regulations, hereinafter referred to as the **Supplier**, as the other party hereto,

each individually referred to as the Party and jointly as the Parties, on the basis of the Open Tender "Procurement of Laboratory Animals", Identification Number BMC 2018/434 (hereinafter referred to as the Procurement Procedure) results, conclude this contract (hereinafter referred to as the Contract):

1. **Subject of the Contract**
   1. The Supplier agrees to sell and supply to the Customer, but the Customer undertakes to pay for *laboratory animals* (hereinafter referred to as the Products).
   2. The name of product and the maximum price of which is set in the Annex 1 (hereinafter referred to as the Annex 1).

1.3. The Contract can be co-financed from ERAF projects, like: 1.1.1.1/16/A/054 “Gripas vīrusa hemaglutinīna stalka peptīda diagnostiskais un imunoprotektīvais potenciāls: jaunu vakcīnu prototipu izstrāde”, 1.1.1.1/16/A/055 “Orfāno ar G-proteīnu saistīto receptoru, peptīdu dabas ligandu skrīnēšanas sistēmas izstrāde”, 1.1.1.1/16/A/272 “H.pylori eradikācijas kursa ilglaicīgā ietekme uz zarnu trakta mikrobiomu un skrīnēšanas sistēmas izstrāde paplašināta spektra beta laktamāzes kodējošo gēnu noteikšanai feču paraugos”, 1.1.1.1/16/A/101 “Apbedījuma vides mikrobioma nozīme biomolekulārajā arheoloģijā un senās tuberkulozes izpētes procesos”, 1.1.1.1/16/A/044 “Babezioze Latvijā: epidemioloģiskie un diagnostiskie pētījumi riska novērtēšanai”, 1.1.1.1/16/A/066 “Molekulāro marķieru identificēšana hipofīzes adenomu veidošanās, attīstības gaitas un terapijas efektivitātes prognozēšanai”, 1.1.1.1/16/A/091 “Metformīna terapijas ietekmējošo faktoru savstarpējās mijiedarbības izpēte otrā tipa diabēta ārstēšanas efektivitātes prognozēšanai”, 1.1.1.1/16/A/104 “Jaunu RNS fāgu vīrusveidīgo daļiņu iegūšana un raksturošana”, 1.1.1.1/16/A/107 “Jaunu antimikrobiālu līdzekļu atlase pret grampozitīvo baktēriju sortāzi A”, 1.1.1.1/16/A/211 “Jaunu luminiscentu savienojumu molekulārais dizains diagnostikas mērķiem”.

1. **Prices of the Products and Ordering of the Products**
   1. At that time, when there is a need for the Customer to have the Products from the lot, of which the Party is the Supplier, the Customer shall send a request to the Supplier’s e-mail address indicated herein, specifying the particular Product, its quantity and other necessary information.
   2. Not later than 3 (three) working days from receipt of the request, the Supplier shall process the request and send its product offer and quotation to the Customer’s e-mail address or submit in writing (in a sealed envelope).
   3. The offer quotation cannot be higher than offered in the Contractor's bid for the Tender.
   4. The Customer shall evaluate the compliance of the Supplier’s and other suppliers’ submitted offers with the Regulations and suppliers’ bids for the Tender and conclude an additional agreement to the Contract on the execution of a specific order with the supplier who has offered the lowest price, in accordance with the bid selection criterion set forth in the Procurement Regulations.
   5. The Supplier shall sign additional agreement within the mutually agreed time frame, and if the Parties are unable to reach agreement, within 3 (three) working days from receipt of the Customer’s invitation.
   6. If the supplier, with whom the contract for *supply of laboratory animals* has been concluded, refuses to supply any Product or delays the delivery time or cannot deliver it at the agreed price or is unable to deliver a quality product, or other terms of the agreement, the Customer has the right to order Products from the next supplier.
   7. The Supplier shall deliver the Products ordered within 2 (two) months from receipt of the order for the Products.
   8. Additional contract from Customer side can be signed also by Customer’s representative – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
   9. Additional contract from Supplier side can be signed also by Supplier’s representative – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
   10. Minimal order amount is 20 EUR, additionally adding VAT.
2. **Product quality and price**
   1. The goods must be new, unused and supplied in packaging to ensure that the goods are protected during transport and storage, in accordance with the manufacturer’s requirements and legislation currently in force.
   2. The goods supplied must meet the requirements of legislation currently in force in the Republic of Latvia and/or EU standards, and must conform fully to the technical requirements of the procedure.
   3. The Supplier shall be responsible for the quality of the goods and shall compensate the Customer any quality related consequential damages.
   4. The price of the goods shall include delivery costs to the place of delivery specified in the contract and the Customer’s specified premises (incl. transport costs), installation (assembly, where relevant) costs, training the Customer’s employees to use the goods, packaging costs, all taxes and fees, as well as any other costs relating to the goods and their delivery and other expenditure, with the exception of VAT.
   5. Where, in accordance with laws and regulations, being amended the Product VAT rate, then the Product price and the Contract amount inclusive of VAT shall be amended without a separate agreement between the Parties. Such VAT rate changes shall take effect at the time and in the manner stipulated by the laws and regulations.
   6. Product maximal price can not be upraised in term of contract.
   7. The total Contract amount for the Products supplied, excluding value added tax (hereinafter referred to as VAT), is set at **EUR 40,000.00** (forty thousand euro), the price is calculated together with other agreements concluded within the Procurement Procedures).
   8. Customer has not obligation to purchase our all limit of contract.
3. **Orders for the Products not Listed in the Contract Annex** *(Procurement Procedure Sub-paragraph 3.3)*
   1. The Parties agree that it is possible during the execution of the Agreement to purchase products, which are not listed in the Contract Annex as Products, but which are functionally similar products, in accordance with the Tender Regulations Paragraph 3.5.
   2. At that time, when there is a need for the Customer to have such products, the Customer shall send a request to the Supplier’s e-mail address indicated herein, specifying the particular product, its quantity and other required information, if necessary.
   3. Within 3 (three) working days from the receipt of the request for products, the Supplier shall process the request and send its product offer and quotation to the Customer’s e-mail address or submit in writing (in a sealed envelope).
   4. The Customer shall evaluate the compliance of the supplier’s submitted offers of products with the request for products and the Procurement Regulations, and conclude an additional agreement to the Contract on the supply of certain products with the supplier in accordance with the evaluation and bid selection as set forth in the Procurement Regulations Paragraph 3.5 (the lowest price).
   5. The Supplier shall sign additional agreement within the mutually agreed time frame, and if the Parties are unable to reach agreement, within 3 (three) working days from receipt of the Customer’s invitation.
4. **Supply of the Products**
   1. The Supplier shall cover all the costs of delivering the goods to the Customer (transportation costs within the meaning of this contract are separate position, so shipping, handling, package costs at invoice can be named separately).
   2. The Supplier shall ensure that the goods are delivered to and unloaded in the premises specified by the Customer, using his transport and staff.
   3. The Supplier shall hand over goods for the Customer together with a goods invoice.
   4. The date and number of the contract must be specified on the invoice, as well as other information if requested separately by the Customer, but failing this, the contracting authority has the right to delay the payment deadline specified in this clause without incurring any sanctions.
   5. The Customer shall pay for the goods received by non-cash transfer within 20 (twenty) days after the invoice has been produced, except where the parties agree upon other terms.
   6. Prior to delivery the Supplier has the right to contact the Customer’s representative to establish whether the goods can be delivered at a specific time. If the Supplier has not agreed upon a delivery time, he has no right to raise an objection against the Customer r if, at the time of delivery, the Customer is unable to accept the goods and they must be delivered at a different time.
   7. During delivery and when working in the Customer r’s premises, the Supplier undertakes to comply with occupational health and safety, as well as fire safety regulations currently in force in the Republic of Latvia, and to comply with the Customer’s internal regulations. Upon signing the contract the Supplier confirms that he has been informed about such internal regulations.
5. **Objections concerning the goods**
   1. If the Customer identifies any shortfall or irregularity regarding the terms of the agreement and supporting documents when accepting the goods, he shall notify the Supplier about the shortfall or disparity within 5 (five) working days.
   2. The Supplier shall be obliged within five working days to appoint a representative to clarify the circumstances or to notify the Customer of the claim recognition and, if the Products have been damaged or other non-conformance found, to give instructions on the handling of defective Products and to eliminate the non-conformance found by replacing the damaged or defective Products with the appropriate Products within five working days at their own expense.
   3. If the representatives cannot agree, the Parties have the right to engage an independent expert, whose service shall be paid by the Supplier, if it is found that the Product defect has arisen not due to the Customer’s fault. If the independent expert finds that the Product defect has arisen not due to the Customer’s fault, the independent expert’s service shall be paid by the Customer.
6. **Liability of the parties**
   1. If the contractual obligations are not met, the parties shall inform each other of any objections and shall agree, by means of negotiation, on how these objections can be rectified.
   2. If these objections are not rectified by means of negotiation, any failure to meet the obligations shall be heard by a court in accordance with the procedures laid down in Latvian legislation.
   3. The Supplier does not have the right to hand over the performance of the contract, or part of the contract, to third parties, except where the contracting party is replaced by another party in accordance with legislative acts in the area of commercial law concerning the reorganisation of economic operators and transfer of business.
   4. If the Supplier fails to deliver the goods within the deadline specified in the contract (within the meaning of this clause, delivery shall include the installation of the goods and training the contracting authority’s employees to use the goods), the Supplier shall pay the Customer a contractual penalty of 0.5% of the value of the undelivered goods per day of delay, but no more than a total of 10% of the value of the undelivered goods.
   5. If the contracting authority delays payment beyond the deadline specified in the contract, the contracting authority shall pay the Supplier a contractual penalty of 0.5% of the value of the unpaid goods per day of delay, but no more than a total of 10% of the value of the unpaid goods. The Supplier may decide to not impose a penalty
   6. If the Supplier fails to replace any unsuitable goods within the deadline specified in the contract, the Supplier shall refund the Customer the cost of the unsuitable goods and pay a penalty of 10% (ten percent) of the cost of the unsuitable goods.
   7. The contractual sanctions and penalty shall be paid within 14 (fourteen) days from receipt of the relevant Party’s penalty invoice. If the Supplier has failed to pay any penalties or other debts, the Customer has the right to withhold the appropriate amount of money from any payments due to the Supplier.
   8. Payment of a penalty does not exempt the parties from performance of the contract, and the parties may demand both a penalty and also performance of the contract.
   9. Each party is liable for any direct losses incurred by the other party as a result of the former’s action/inaction.
7. **Supplement and amendments to the contract, components of the contract**
   1. Any supplements and amendments to the contract shall be valid if they are signed by the authorised representatives of the parties taking into account the provisions of Article 61 of the Public Procurement Law.
   2. The terms of reference and the tenderer’s tender under the procedure shall form an integral part of the contract.
8. **Early termination or suspension of the contract**
   1. The contract shall be terminated early if the contracting parties agree to do so voluntarily and in writing.
   2. The Customer has the right to unilaterally terminate the contract early, if the Supplier fails to meet any of contractual obligations, including, but not limited to the following – if the Supplier has failed to meet the delivery deadline specified in sub-clause 2.3 of this contract on at least two occasions, or has delivered goods that are not of a suitable quality or has refused to deliver any product.
   3. The Customer has the right to unilaterally terminate the contract by giving the Supplier 30 days prior warning.
9. **Settlement of Disputes**
   1. The Contract shall enter into force on the day of conclusion and shall be valid 24 (twenty four) months.
   2. The Customer shall have the right to unilaterally terminate the Contract before its expiry at one month's notice to the Contractor. In this case, all the issues should be settled before the termination of the Contract that are related to the acceptance of the actually executed volume of the Task and payment of the remuneration under the Contract.
10. **Period of the Contract**
    1. The Contract shall enter into force on the day of conclusion and shall be valid 24 (twenty four) months or till purchases within Tender contracts reaches amount named at the Contract point 3.7.
11. **Other Provisions**
    1. The parties shall notify each other of any change of address or bank details within 10 calendar days after any such changes have taken effect.
    2. If any of the provisions of this contract become invalid in the event of any changes to legislation, the remaining clauses shall not become invalid, and in this instance the parties are obliged to adapt the contract in accordance with legislative requirements currently in force.
    3. The Supplier with sign of this contract confirms that it is familiar with the Customers Privacy policy (<http://www.biomed.lu.lv/lv/par-mums/privatuma-politika/>), especially with those aspects who are eligible to cooperation partners. The Supplier will follow for changes in the Customer Privacy policy.
    4. If any of the Contract provisions becomes invalid because of amendments in legislation, the Contract shall not become void in remaining Contract provisions, in such case the Parties are obliged to adjust the Contract to requirements of the valid legislation
    5. If either of the parties is replaced by someone else, according to the provisions of commercial law on the reorganisation of economic operators and transfer of companies, or if either of the parties is reorganised, wound up etc. the contract shall remain in force and the provisions shall be binding on that party’s legal successor.
    6. During the contract period, within no longer than 5 (five) working days, at the request of the Customer, the Supplier submit a summary of the Goods and their number, purchased by the Customer during the Contract period
    7. The Agreement is drawn up in two identical copies, one copy for each Party. Both copies of the Agreement have equal legal force.

13. Details of the Parties

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| Customer:  **DPP Latvian Biomedical Research and Study Centre**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Supplier**:  **Lanmer OU**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Customer:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Supplier:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

*Annex 1 of the Contract BMC 2018/434-1*

*Annex 2 of the Contract BMC 2018/434-1*