

**AGREEMENT Nr. BKUS 2019/12-3**  
**Laboratory Examination for Rare Disease Diagnosis**

Concluded in June 11, 2019.

**The foundation Stichting Klinisch Genetisch Centrum Nijmegen en omstreken** (herein after **Laboratory**), registered address at Geert Grooteplein Zuid 10, 6525 GA Nijmegen, The Netherlands, duly represented by Prof. H.G. Brunner from one side, and

**Children's Clinical University Hospital, Riga, Latvia** (herein after **Client**), registered address at Vienības gatve 45, Riga, Latvia, LV-1004, represented by chairman of the board Valts Ābols and member of the board Zane Straume from other side, individually referred to as a **party** and jointly referred to as **parties**, have agreed to the following terms and conditions of the present the molecular diagnostic Agreement (herein after **Agreement**):

**1. Subject of the Agreement**

- 1.1. This Agreement includes medical services provided in carrying out laboratory examination for rare disease diagnosis (herein after **Services**) listed in Annex 1 "*Form of technical and financial offer*" by the Laboratory ordered by the Client.
- 1.2. The Services will be provided in accordance with the terms and conditions set out in this Agreement.

**2. Samples**

- 2.1. Client will send samples (DNA, blood, urine or cerebral spinal fluid (CSF)), depending on requested sample on sample submission form (herein after **Sample(s)**) and the appropriate sample submission form (Annex 2) directly to the Laboratory at the following address: RadboudUMC, route 815, P.O. box 9101, 6500 HB NIJMEGEN, the Netherlands, fax nr.:+31243616658 or e-mail address: [genomediagnosics@radboudumc.nl](mailto:genomediagnosics@radboudumc.nl). Contact person: dr. **L.A.J. Kluijtmans**, Clinical Laboratory Geneticist. Telephone nr.:+31243614567.
- 2.2. The DNA samples should be with the minimal concentration of 50ng/μl and volume should be at least 20μl.
- 2.3. Data about the concentration and quality should be included to the DNA sample (Qubit measurement).
- 2.4. DNA sample should be clearly marked with printed sticker.
- 2.5. In the sample submission form all fields should be filled out correctly including selection of appropriate analysis, Patient information, relevant clinical information, referral physician and payment sections. Once sample submission form(s) and sample(s) have received, these will be deemed to constitute an order to carry out testing.
- 2.6. Laboratory assures that the samples will be used for the test indicated only by the Client.

**3. Laboratory's obligations**

- 3.1. Laboratory agrees:
  - 3.1.1. to analyze the received samples for specified test.
  - 3.1.2. to carry out the Services with reasonable care and skill in conformity with the standards of an accredited laboratory (according ISO 15189:2012) and European Medical Quality Network;
  - 3.1.3. to inform the Clients Contact Person **Ieva Mičule**, [ieva.micule@bkus.lv](mailto:ieva.micule@bkus.lv), +37129453274 if there is a problem with the DNA sample, if Client's documentation is not joined or filled out correctly to the blood sample, or if there is any other problem;
  - 3.1.4. to send the analysis report in English by e-mail to the Clients Contact Person (the doctor from the submission form, who had made the order);



- 3.1.5. to keep all the information concerning the personal data of the patient's and the fulfilment of the Agreement in confidentiality.
- 3.2. Laboratory reserves the right to request more samples, especially, but not exclusively, in cases where the sample does not comply with the volume or quality needed for performing the specified analysis,
- 3.3. If the result of DNA test is found to be in error because of the mistake or technical issue of the Laboratory, the Laboratory shall repeat the test free of charge.
- 3.4. Provided that the conditions set out in clause 2 are met, turnaround time for reports for the different tests will be as mentioned in annex 1. Laboratory will not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by a delay in the delivery of the aforementioned reports, unless such delay was caused by Laboratory's gross negligence or willful misconduct.

#### **4. Client's obligations**

- 4.1. Client agrees:
  - 4.1.1. to comply with the agreed instructions regarding the mode of collection and identification of the samples;
  - 4.1.2. to submit correct and complete information with a sample;
  - 4.1.3. to make payments to the Laboratory according to the terms and conditions in article 5 of this Agreement.
  - 4.1.4. The shipping cost of the samples are covered by Client.
- 4.2. The Client is responsible for ensuring that they are legally entitled to possess and obtain the biological samples passed to the Laboratory for analysis.
- 4.3. The Client agrees to indemnify the Laboratory against all claims, expenses and any loss or damage suffered by the Laboratory as a result of the Client passing to the Laboratory any samples or patient personal information, which were not legally obtained.

#### **5. Prices and payment**

- 5.1. The price of the Services is defined in the Annex 1.
- 5.2. The maximum amount of all Agreements that are signed within the public procurement "Procurement of Laboratory Examination for Rare Disease Diagnosis" (herein after **Procurement**) procedure cannot exceed **EUR 1 300 000,00** (one million three hundred thousand euros, 00 euro cents). The amount does not include VAT.
- 5.3. The Client is entitled to purchase the quantity of goods that is necessary for its operation. Estimated volume indicated in the Annex 1 is the amount of Procurement forecast by the Client, taking into account the volume of previous years. The Agreement is concluded for the price of one unit, determining the total amount of money in the whole Procurement and not determining the amount of each part and Agreement.
- 5.4. Charges shall be paid within a deadline of 30 (thirty) days of the Laboratory's invoice, which will be issued by email [info@bkus.lv](mailto:info@bkus.lv). The charges shall be paid via a bank transfer to the bank account specified on the invoice. Laboratory will send the invoice and the list of performed analyses together to the Client.
- 5.5. If payment of any sum is delayed, the Laboratory shall be entitled to receive interest of 0,5 (zero point five) % on the amount unpaid for each calendar day of delay.

#### **6. Warranties and Liability**

- 6.1. The Client acknowledges that any particular test cannot be treated as free of error in every case. Laboratory is performing the diagnostic services according to the good clinical practice based on existing scientific knowledge and will be responsible for the correctness of the test results as far as the current scientific knowledge reaches.
- 6.2. Client acknowledges that the services provided by Laboratory do not constitute a treatment decision and that a medical treatment decision can only be made by a patient's own physician based on all relevant clinical and non-clinical information.



- 6.3. Client shall defend and hold harmless Laboratory and its affiliates from any claim against Laboratory or Client made by a third party as a direct or indirect consequence of Laboratory's performance of services described in this Agreement, unless such claims arises from the gross negligence or willful misconduct of Laboratory.
- 6.4. Save for the promises given by Laboratory in 3.1.2 and 6.1, all warranties, conditions and other terms are, to the fullest extent permitted by law, excluded from the Agreement. Laboratory will not be liable to Client in contract, tort, misrepresentation or otherwise for any:
- (x) economic loss of any kind (including, without limitation, loss of use, profit, anticipated profit, business, contracts, overhead recovery, revenue or anticipated savings);
  - (y) any damage to the Client's reputation or goodwill; or
  - (z) any other special, indirect or consequential loss or damage arising out of or in connection with the Agreement,
- all unless such losses or damages arise from the gross negligence or willful misconduct of Laboratory.
- 6.5. To the extent permitted by law, Laboratory's total liability in contract, tort, misrepresentation or otherwise arising out of or in connection with the services performed under this Agreement will be limited to the amounts covered under and paid out by Laboratory's medical liability insurance. Laboratory warrants that it has taken out and will maintain such a medical liability insurance with a reputable insurer.
- 6.6. Laboratory is not responsible for any psychological, legal or practical consequences of the tests.
- 6.7. Neither party shall be liable for the non-performance or inappropriate performance of an obligation if the non-performance or inappropriate performance of the Agreement is due to *Force majeure*. *Force majeure* means any circumstances the party could not control and following from the principle of reasonableness at the time of entry into the Agreement he could not have been expected to take into consideration or avoid or overcome the impediment thereby or the consequences thereof.

## **7. The duration and termination of the Agreement**

- 7.1. This Agreement shall come into force since signing by both parties and shall remain in force 2 (two) years since the date it is signed.
- 7.2. The parties shall have the right to cancel the Agreement regardless of the reason at any time on their mutual agreement.
- 7.3. Each party shall have the right to cancel the Agreement regardless of the reason by making a declaration of cancellation to the other party with 2 (two) month's prior written notice.
- 7.4. All registered or pending analyses at the moment of receiving written cancellation notice of the agreement will be still processed, reported and invoiced.
- 7.5. If one party commits a substantial infringement of the Agreement, the other party shall be entitled to extraordinary cancellation of the Agreement by giving 10 (ten) calendar day's prior notice thereof.

## **8. General Provisions**

- 8.1. No amendment, alteration and/or modification of this Agreement is valid unless executed in writing and signed by both parties.
- 8.2. All notices to be given under this Agreement shall be in writing and sent or delivered by first class mail (postage pre-paid), recognized overnight courier service, or by e-mail to the persons designated below:

### **8.2.1. Laboratory:**

Contact person - Prof. dr. **H.G. Brunner**

Chairman KGCN  
Stichting Klinisch Genetisch Centrum Nijmegen en omstreken  
P.O. box 9101  
6500 HB Nijmegen, the Netherlands  
Phone: +31 243614017  
Fax: +31-243616658  
e-mail: [secretariaat.gen@radboudumc.nl](mailto:secretariaat.gen@radboudumc.nl)  
For financial issues - [Ronald.vanSoest@radboudumc.nl](mailto:Ronald.vanSoest@radboudumc.nl)  
For legal notices - CC to [secretariaat.val@radboudumc.nl](mailto:secretariaat.val@radboudumc.nl) under ref: A19-0738.

8.2.2. Client:

Contact person – **Ieva Mičule**  
Children's Clinical University Hospital  
Vienibas gatve 45,  
Riga, LV-1004, Latvia  
Mob.: +371 29453274  
Phone: +371 67064470  
Fax: +371 67064473  
e-mail: [info@bkus.lv](mailto:info@bkus.lv),

- 8.3. This Agreement, and all disputes and/or claims arising under this Agreement, shall be interpreted and governed by the laws of the defending party, without regard to conflict of laws principle.
- 8.4. Any disagreements, complaints or disputes between the parties arising under this Agreement, shall be settled first and foremost by negotiations between the parties. If an agreement is not reached the interested party shall have the right of recourse to the court in the jurisdiction in which the defending party resides in order to settle the dispute.
- 8.5. This Agreement has been executed in two originals one being retained by each contracting party. Both copies are of the same legal power.

**Client:**

**Children's Clinical University Hospital**

Registration Nr. 40003457128

Address: Vienibas gatve 45, Riga, LV-1004, Latvia

Account Nr.: LV89TREL9290455000000

Bank: Valsts kase

Bank Code: TREL LV22

*Valts Abols*

*Zane Straume*



**Laboratory:**

**Stichting Klinisch Genetisch Centrum  
Nijmegen en omstreken**

Registration Nr. 41055765

Address: Geert Grooteplein Zuid 10, 6525

GA Nijmegen, The Netherlands

Account nr.: NL19ABNA0495855391

Bank: ABN AMRO

Bank Code: ABN ANL2A

*Prof. H.G. Brunner, Chairman*

**READ AND AGREED:**

*J. Sjoerts, MSc., RUMC Director of  
Valorisation.*