

## Scope of Work

for

innovate 

SOW MADE BY "JAMES WEST" – MANAGING DIRECTOR

Unimrkt  
RESEARCH

**Unimrkt Research Inc.**

98 Cuttermill Road Suite 466

Great Neck, NY 11021, USA

Phone: +1 646 712 9302

[contact@unimrkt.com](mailto:contact@unimrkt.com)

**DECEMBER 18<sup>TH</sup>, 2024**

Confidential Document – For private circulation only



## INVFLCTD AND INV164178 - FLOW CYTOMETRY LABORATORIES STUDY

### **Objective:**

Innovate MR has approached Unimrkt to conduct primary research on INVFLCTD and INV164178 - Flow Cytometry Laboratories Study.

The study consists of two parts:

**Part 1:** Quantitative Survey

**Part 2:** Qualitative Survey

### **Part 1: Quantitative Survey**

#### **Target Respondents:**

Unimrkt will target the below mentioned respondents:

##### **TRACK A:**

**Gr1:** Flow Laboratory Director (Experience > 3 years) / Flow Laboratory Manager (Experience > 3 years)

**Gr3:** Principal Investigator (Experience > 3 years)

##### **Track B:**

**Gr1:** Flow Laboratory Director (Experience > 3 years) / Flow laboratory Manager (Experience > 3 years)

**Gr2:** Core Lab Manager (Experience > 3 years)

#### **Geographic Scope:**

Country	Language	Sample
United States	English	TBD
Total Sample (n=)		TBD

#### **Questionnaire:**

Innovate MR will provide final questionnaire in English language in Word format along with programmed links. We assume that length of each interview will be approximately 20-25 Minutes.

#### **Methodology:**

Unimrkt will use the Computer Aided Telephonic Interviews (CATI) for this study.

### **Part 2: Qualitative Survey**

#### **Target Respondents:**

Unimrkt will target all above mentioned respondents from Track A and Track B (recruited from Step 1 pool).

#### **Geographic Scope:**

Country	Language	Sample
United States	English	Best Efforts
Total Sample (n=)		Best Efforts

#### **Discussion Guide:**

Innovate MR will provide final discussion guide in English language in Word format. We assume that length of each interview will be approximately 30 Minutes.

#### **Methodology:**

Unimrkt will use the Follow-up Qual (IDIs) for this study.

### **For both Parts 1 & 2:**

#### **Pricing for Part 1 – Quantitative Survey**

Cost Elements	Pricing
Sample	TBD
Gr1: Flow laboratory director (experience > 3 years) / Flow laboratory manager (experience > 3 years)	\$72
Gr3: Principal investigator (experience > 3 years)	\$78
Gr1: Flow laboratory director (experience > 3 years) / Flow laboratory manager (experience > 3 years)	\$72
Gr2: Core lab manager (experience > 3 years)	\$75

- Unimrkt will charge a Project Minimum Fee of \$2,000 if the Total Project Cost turns out to be less than \$2,000
- Total project Cost will depend on the final sample achieved (based on titles) after the fieldwork

**Pricing for Part 2 – Qualitative Survey**

Cost Elements	Pricing
Sample	Best Efforts
CPI (USD)	\$110-\$150

- Unimrkt will charge a Project Minimum Fee of \$2,000 if the Total Project Cost turns out to be less than \$2,000
- Total project Cost will depend on the final sample achieved (based on titles) after the fieldwork

**Timelines:**

Tracks	Type of Respondents	Timelines
A	Gr1: Flow Laboratory Director / Flow Laboratory Manager	1 Working Weeks
	Gr3: Principal investigator	1.5 Working Weeks
B	Gr1: Flow Laboratory Director / Flow Laboratory Manager	1.5 Working Weeks
	Gr2: Core Lab Manager	2 Working Weeks
B (Follow-Up Qual)	All above (Recruited from Step 1 Pool)	2 Working Weeks



#### **Unimrkt's Responsibilities:**

- Project Set-Up
- Sample Procurement
- Recruitment, Moderation and Incentives for Qualitative Part only
- Mutually agreed communication schedule for the start of the project and prepare Project Management plan prior to the launch of the study
- Quality Control and Monitoring
- Unimrkt agrees and confirms that we are fully capable and competent to achieve all the Completes as per the quota and other specified requirements, well within the stipulated timeframe.

#### **Innovate MR's Responsibilities:**

- Project briefing
- The client will provide the final version of questionnaire for Quantitative part and Discussion Guide for Qualitative part in English language in Word format
- The client will provide programmed links for Quantitative part only.
- A dedicated point of contact for the project from the client

#### **Assumptions:**

- Unimrkt assumes length of questionnaire/discussion guide will be approximately:
  - **Quantitative Part:** 20-25 Minutes
  - **Qualitative Part:** 30 Minutes
- Unimrkt assumes that there will be no other quota apart from those mentioned in this document
- Unimrkt will not be responsible for any data deliverable as responses will be captured into client's provided links for Quantitative part only
- For Qualitative part, Unimrkt will deliver the transcripts on rolling basis

#### **Payment Terms:**

- Client will pay 100% of the total project cost upon completion of the project in NET60 Days term.
- The proposed costs are based on the scope described in this document and may be subject to change if the scope of work changes during the project.
- Terms and conditions attached herewith form an integral part of our proposal and an email confirmation to the project will be considered as client acceptance to these terms and conditions.
- This proposal is valid for a period of 30 days from the date of submission.

For **Innovate MR,**

---

**Authorized Signatory**

**Name:**

**Title:**

**Date:**

---

Confidential Document – For private circulation only



## Terms and Conditions:

### **1.1 Terms and Termination**

This agreement shall govern and continue to be in effect during the term of each Project Schedule accepted by the Parties and can be extended in writing for a further period mutually agreed upon between the Parties. This agreement can be terminated by either party with three business days written notice delivered to the other party. Following valid termination of this Agreement, Unimrkt Research Inc. shall invoice Client on a pro-rated basis the actual number of hours spent on the project or for the services performed hereunder, and for any purchases made by Unimrkt Research Inc., which are approved by Client in writing. In case the notice of termination is short of the notice period, Unimrkt Research Inc. will use good faith efforts to conclude project at the earliest (not exceeding the notification period) and will charge Client through the date of termination.

### **1.2 Timely Performance**

Subject to force majeure, Unimrkt Research Inc. will use all reasonable efforts to complete the performance of the services herein within the time frame agreed upon. Unimrkt Research Inc. will exercise due professional care and competence in the performance of the services. Unimrkt Research Inc. shall not be liable for failures or delays in the performance of services that arise from causes beyond its control, including the untimely performance by Client, its representatives, advisors or agents, of its obligations herein.

### **1.3 Ownership of Intellectual Property**

The Parties agree that all the Intellectual Property developed by Unimrkt Research Inc. during the course of services provided to the Client, shall be the property of Client in all right, title and interest.

### **1.4 Limitation of Liability**

In no event is either Party liable for any consequential, incidental, indirect, punitive or special damages, however caused and based on any theory of liability arising out of or relating to this Agreement, even if a Party has been advised of the possibility of such damages. The foregoing limitation and exclusion apply to the fullest extent permitted by applicable law. The aggregate liability under or in connection with this Agreement shall be limited to the amount paid for the services rendered herein.

### **1.5 Force Majeure**

Neither Party shall be deemed in default as a result of its delay or failure to perform which arises from force majeure or other causes beyond the control of such Party (which includes, inter alia, acts of God, acts of war, strikes, laws and regulations) as per international standards. If the event of force majeure or other similar cause lasts more than one (1) month, the Party adversely affected by such cause shall have the right to terminate this Agreement, effective upon notice thereof to the other Party.

### **1.6 Liability**

Unimrkt Research Inc. expects the client to send the questions, concerns or any queries on any interim or final data delivered to the client within seven days of delivery of such data, unless, the client has expressly mentioned that they need some more time to review the data and in such a case a mutually agreed extended review time frame will be determined. It is expected that if Unimrkt Research Inc. does not receive any comments, questions or concerns from the client on the data delivered within seven days or such mutually agreed extended days for data review, as the case may be, it will be construed that data delivery is complete from Unimrkt Research Inc.'s side and the project value attributable to such data shall become due and payable to Unimrkt Research Inc. Any questions, queries on concerns after this review period of seven days or such extended time as mutually agreed, shall be entertained at the sole discretion of Unimrkt Research Inc. only.

### **1.7 Waiver**

The failure of either Party at any time to enforce any provisions of this Agreement or to exercise any right herein provided, shall not be considered a waiver of such right or any other provision or in any way effect the validity of this Agreement.

### **1.8 Severability**

The invalidity of any portion of this Agreement by a court with legal jurisdiction shall not affect the remaining portions of this Agreement or any part thereof, and this Agreement shall be construed, as if the invalid portion or portions had not been inserted therein.

### **1.9 Modification**

This Agreement shall be modified only by an instrument in writing and signed by duly authorized representatives of the Parties. Representatives of the Parties who sign this Agreement and any modification thereto personally warrant and represent that they have been duly authorized to bind such Party with respect to this Agreement and/or modification hereof.

### **1.10 Assignment**

All rights and obligations hereunder are personal to the Parties hereto and will not be assigned at law or inequity without the prior written consent of the other Party. Unimrkt Research Inc. may subcontract its obligations to its subsidiaries and affiliates for the performance of this Agreement.

### **1.11 Governing Law/ Dispute Resolution**

#### **1.11.1 Governing Law**

The terms and conditions of this Agreement and performance hereunder shall be construed in accordance with US Laws. Unimrkt Research will comply with relevant law, professional and ethical codes.

#### **1.11.2 Escalation**

In case of any dispute, controversy or claim arises out of or in connection with this Agreement, for the purposes of resolution of such dispute:

- Either Party in good faith may refer to Engagement Manager(s) of respective Parties.
- Each Party will appoint an Engagement Manager (if not appointed already) for this purpose and will inform the other Party through written correspondence of such appointment. Each Party shall give the other Party written notice if an alternative individual is appointed as its Engagement Manager during the term of this Agreement.
- If the Engagement Managers are unable to resolve the dispute within fourteen (14) days of the dispute being referred to them, the dispute shall be referred to the Chief Operating Officer (or a similar authority). If the dispute is not resolved within thirty (30) days of the dispute being first referred to the Engagement Managers (or any longer period agreed in writing between the Parties), the dispute shall then be referred to Arbitration.

#### **1.11.3 Dispute Resolution / Arbitration**

All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by any of the parties and/or compensation/damages payable under the Agreement or of any matter whatsoever arising under the Agreement which have not been settled amicably within 30 days from commencement of such informal negotiation shall be referred to a mutually agreed arbitrator.

#### **1.11.4 Entirety of Agreement**

This Agreement represents the entire agreement and understanding of the Parties and all prior or concurrent agreements, whether written or oral, in regard to the subject matter hereof are and have been merged herein and superseded hereby. This Agreement may be executed by the Parties in one or more counterparts, and each of which when so executed shall be an original, but all such counterparts shall constitute one and the same instrument complying with international standards.

