



Framework Contract for Services [No.: 160/19]

concluded in accordance with Section 31 of Act No. 134/2016 Coll., on Public Procurement, as amended, and Section § 1746 (2) et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the “**Contract**”, “**Act on Public Procurement**” and “**Civil Code**”)

1. PARTIES

1.1. Client:

1.1.1. **Ústav jaderné fyziky AV ČR, v. v. i.**

(Nuclear Physics Institute of the Czech Academy of Sciences, public research institution)

(hereinafter “**Nuclear Physics Institute**”)

registered office: Husinec - Řež 130, 250 68, Czech Republic

represented by: RNDr. Petr Lukáš, CSc., Director

registered in the Register of Public Research Institutions administered by the Ministry of Education, Youth and Sports of the Czech Republic (hereinafter the “**MEYS**” or “**Sponsor**”)

ID No.: 61389005

Tax ID: CZ 61389005

and

1.1.2. **Archeologický ústav AV ČR, Praha, v. v. i.**

(Institute of Archaeology of the Czech Academy of Sciences, Prague, public research institution)

(hereinafter “**Institute of Archaeology**”)

registered office: Letenská 4, 118 01 Praha 1, Czech Republic

represented by: Mgr. Jan Mařík, Ph.D., Director

registered in the Register of Public Research Institutions administered by MEYS

ID No.: 67985912

Tax ID: CZ67985912

(Nuclear Physics Institute and Institute of Archaeology hereinafter jointly the “**Client**”)

and

1.2. Contractors:

1.2.1. Contractor No. 1:

The University of Arizona, AMS Laboratory

registered office: University of Arizona, Physics Building #81, 1118 E. 4th St, Tucson, AZ 85721-0081, USA

represented by Dr. Gregory Hodgins, Director, Department of Physics, University of Arizona

registered in Arizona, USA

ID No.: N/A

Tax ID: 74-2652689

bank details:

1.2.2. Contractor No. 2:

ETH Zürich, Laboratory of Ion Beam Physics

registered office: ETH Zürich, Labor Ionenstrahlphysik, Otto-Stern-Weg 5, 8093 Zürich, Switzerland

represented by Prof. Dr. Hans Arno-Synal

registered in Switzerland

ID No.: CHE-115.203.630

Tax ID: CHE-115.203.630 MWST

bank details:

1.2.3. Contractor No. 3:

Leibniz-Labor für Altersbestimmung und Isotopenforschung der Christian-Albrechts-Universität zu Kiel (hereinafter also „Leibniz-Laboratory“)

registered office: Max-Eyth-Str. 11-13, D – 24118 Kiel, Germany

represented by the executive committee of the Leibniz-Labor represented by AMS ¹⁴C Laboratory manager Dr. Christian Hamann

registered in N/A

ID No.: N/A

Tax ID: DE 811317279

bank details: account holder: Finanzministerium Schleswig-Holstein – Landekasse

bank:

IBAN:

SWIFT:

1.2.4. Contractor No. 4:

DirectAMS

registered office: 11822 North Creek Parkway North, Suite 107, Bothell, WA 98011, USA

represented by Alyssa Tate on behalf of Glenn Kawasaki

registered in Bothell, WA, USA

ID No.: N/A

Tax ID: 20-1178470

bank details:

(hereinafter any of them the “**Contractor**” and jointly the “**Contractors**”)

(the Client and each of the Contractors also referred to as the “**Party**” and jointly “**Parties**”).

2. INITIAL PROVISIONS

- 2.1. The Client is a consortium of Contracting Authorities whose members are the public research institutions listed in Article 1.1 hereof.
- 2.2. The Client is the beneficiary of a grant provided by the Sponsor (MEYS) from the Operational Programme Research, Development and Education (OP RDE) for implementation of the RAMSES project: “Ultra-trace isotope research in social and environmental studies using accelerator mass spectrometry”, Reg. No.: CZ.02.1.01/0.0/0.0/16_019/0000728 (hereinafter the “**Project**”).
- 2.3. The aim of the Contract is to ensure necessary services involving radiocarbon dating of archaeological and palaeoecological samples using accelerator mass spectrometry for research purposes during the Project.
- 2.4. The Contractors have been selected as the winning bidders in the small-scale public contract for services administered in the form of a closed call procedure named “**Radiocarbon dating using AMS – Round 3**” (hereinafter the “**Procurement Procedure**”) in accordance with the OP RDE rules.
- 2.5. Performance hereunder shall be based on the following annex which form an integral part hereof:
 - 2.5.1. **Annex No. 1**, which contains **Specifications of Price and Uncertainty** with respect to

each of the Contractors (hereinafter "**Annex No. 1**").

- 2.6. The Contractor acknowledges that the Client cannot be classified as an entrepreneur in relation to the subject matter hereof, nor it is connected with the Client's business activities.
- 2.7. The Contractor declares that he is capable, of providing performance under the Contract with such knowledge, diligence and due care that is associated and expected of well-experienced experts in his profession and that his potential performance lacking such professional care would give rise to corresponding liability on his part.
- 2.8. The Contractor acknowledges that he is aware of the importance to the Client of the fulfilment of this Contract in terms of quality and schedule and that in the event of a failure by the Contractor to meet them the Client may incur substantial damage, in particular, given the follow-on activities within the framework of the Project and observation of the respective deadlines for their completion.

3. SUBJECT-MATTER

- 3.1. This Contract involves provision of services for radiocarbon dating of archaeological and palaeoecological samples, including all necessary routines such as sample pre-treatment, isolation and purification of relevant carbon chemical forms, and graphitized targets preparation. The service comprises also dating interpretation of results of analyses using proper radiocarbon calibration curves (esp. actual curves for terrestrial samples from northern hemisphere). The said services shall meet the requested uncertainties and fully comply with the terms and conditions stipulated herein, including Annex No. 1 - Specifications of the Price and Uncertainty (hereinafter the "**Services**").
- 3.2. This Contract stipulates the obligation of the Contractor to provide Services to the Client under the conditions as specified herein and in accordance with the terms hereof. The Contractor undertakes to duly provide the Services to the Client, under the terms agreed herein and within the time frame agreed herein (including timely delivery of the analysis results), at his own cost and risk and for the Price defined herein.
- 3.3. This Contract further stipulates the obligation of the Client to take over the duly and timely provided Services and pay the Price, under the terms hereof, to the Contractor.
- 3.4. The Contractor shall be liable for the said Services fully in accordance with this Contract, his bid submitted within the Procurement Procedure and applicable legal, technical and quality regulations as well as with due professional practices, technical norms, standards, methods and procedures that are required by generally binding legal regulations, while exercising the level of expert skills and professional care that can be reasonably expected from a renowned and well-established professional.
- 3.5. The Contractor shall be obliged to accept the Client's orders for Services up to their maximum anticipated scope; the total number of samples submitted by the Client to the Contractors for radiocarbon dating will not exceed 60 pieces for duration of this Contract.

- 3.6. The Contractor acknowledges and agrees that the Client shall not be obliged to order any Services from the Contractor, even if their anticipated extent have not been used in full, in view of the unpredictability of their actual needs. Therefore, the Contractor may not seek from the Client any order(s) of Services in connection herewith, nor claim on the Client any payment or compensation for not ordering the Services.
- 3.7. During the performance of this Contract, the Client is entitled to further specify or clarify the requirements stipulated herein. Such further specifications can be requested by the Client with respect to each analysis no later than along with the sample submission for that analysis. These further specifications shall be binding for the Contractor, unless these are inappropriate; in which case the Contractor shall explain in writing the reason for refusing to incorporate them. Under this provision, the Client is not entitled to substantially change the existing requirements stipulated herein. Should any request for change result in increase of Price such request is binding for the Contractor only if the Price modification is permitted by the valid legislation as well as the rules of the relevant Operational Programme and agreed between the Contractor and the Client.

4. RIGHTS AND DUTIES OF THE PARTIES, ORDERS FOR SERVICES

- 4.1. The Client is entitled to order the Services from any of the Contractors listed in Article 1.2 hereof. The Services shall be ordered from the Contractors by individual Order(s), issued continuously within the period as specified in Article 5.1 hereof, according to the principle of rotation. The first Order shall be issued for Services from the Contractor No. 1 (whose bid has been selected in the Procurement Procedure as the 1st most suitable), the second Order shall be issued for Services from the Contractor No. 2 (whose bid has been selected in the Procurement Procedure as the 2nd most suitable), etc.
- 4.2. The Contractor shall provide the Services based on the Client's Order in the full scope resulting from the number of samples actually submitted by the Client to the Contractor along with that Order for analyses according hereto.
- 4.3. The Contractor hereby undertakes to provide the Service using the technical equipment about which the Contractor stated, while proving technical qualification within the Procurement Procedure, that he disposes with it and that he will use it to fulfil his obligation to provide the Service according to this Contract. The Contractor is entitled to use technical equipment of demonstrably higher quality for provision of the Services but remains fully liable for the Services hereunder, shall ensure their provision by properly qualified staff and inform the Client which samples were analysed by what laboratory.
- 4.4. During the performance of this Contract the Contractor proceeds independently, unless hereunder stated otherwise. If the Contractor receives instructions from the Client, the Contractor shall follow such instructions unless these are against the law or in contradiction to this Contract. If the Contractor finds out or should have found out by exercising professional care that the instructions are inappropriate or contradicting valid Czech or EU standards or are in contradiction to this Contract, then the Contractor must promptly notify the Client.

- 4.5. Intangible outputs of the Services (analyses results) shall be recorded in clearly structured reports and processed in sufficient detail to enable an expert in this field to assess the correctness of the Contractor's process in the provision of the Services. The Contractor undertakes to keep the outputs of the Services (analyses results) confidential and not to furnish them without Client's prior written consent to other Contractor or a third party.
- 4.6. The Contractor is liable for the performance of Services provided under this Contract to the Client, in particular for compliance of the Services with this Contract and valid legal regulations. The same applies if the Contractor uses a subcontractor (third party) in order to fulfil his obligations resulting from this Contract whereas the Contractor shall be responsible also for the subcontractor, including their liability for damage.
- 4.7. The Client shall be entitled to inspect provision of the Services hereunder and to assess whether the Services are provided in accordance with this Contract. If the Client believes that the Contractor is in breach of the obligations stipulated herein, the Client is entitled to call the Contractor for remedy and the Contractor is obliged to comply with the Client's requirement.
- 4.8. The Client reserves the right not to pay the Price for the Services or corresponding part thereof in the event that the Services are not provided in accordance with this Contract or in the event that the Client will not be provided with the relevant outgoing report (analyses results) in accordance with this Contract.
- 4.9. The Client shall provide the Contractor with necessary assistance, in particular the samples for radiocarbon dating or other input materials, information and explanations necessary for the proper performance of the Services hereunder.

5. TIME AND PLACE OF THE PROVISION OF SERVICES

- 5.1. This Contract is concluded for a definite period of 48 months. The Contractor undertakes to reserve his capacity to provide the Services within the framework from the moment immediately after the date of effectiveness hereof till the end of the above period.
- 5.2. The Services outcomes (analysis results) shall be delivered to the Client within three (3) months upon submission of the samples by the Client to the Contractor for radiocarbon dating; the Contractor shall deliver the results to the Client in compliance with the requirements listed in the Contract within this deadline (hereinafter the "**Delivery period**").
- 5.3. Unless the Client and the Contractor agree otherwise, the place of delivery shall be the Client's facility – located at the Client's registered office defined in Article 1.1 Para 1 hereof (hereinafter the "**Place of Delivery**"). The outcome reports (including the analyses results) shall be transmitted by e-mail to the Client's appointed representative Ing. Ivo Světlík, Ph.D., to the e-mail address: Instead or in addition to the aforementioned
electronic outcomes the Client shall be entitled to require their printed version with the analyses results duly confirmed by a stamp of the laboratory and signature of the Contractor's authorized person.

6. PRICE; INVOICING; PAYMENTS

- 6.1. The Price for the Services shall be determined in accordance with the unit prices listed in Annex No. 1 hereto (hereinafter the "**Price**").
- 6.2. VAT shall be imposed on top of all payments made hereunder according to valid legislation.
- 6.3. The Price shall cover any and all performance provided by the Contractor hereunder and include all of the Contractor's activities executed and all of the Contractor's costs accrued or associated with the proper performance hereof. The Price for the subject of this Contract has been set forth on the basis of the Contractor's bid submitted within the Procurement Procedure. The Price cannot be exceeded, is independent of the development of market prices and changes in the foreign exchange rates and may be changed only in accordance with law and OP RDE rules.
- 6.4. The Price shall be paid by the Client, according to the actual scope of the Services provided and on the basis of tax documents – invoices issued by the Contractor, to the account of the Contractor designated in Article 1.2 hereof. The Contractor undertakes to issue separate invoices for each of the Client, i.e. Nuclear Physics Institute or Institute of Archaeology respectively, based on their instructions, while the sum of the part of the Price for the Services invoiced to Nuclear Physics Institute and the part of the Price for the same Services invoiced to Institute of Archaeology cannot exceed the Price for the Services stipulated in Article 6.1 hereof.
- 6.5. The Contractor shall invoice the Price according to the actual scope of the Services provided while the amount to be paid by the Client based on the invoice shall not exceed the product of the number of analysed samples and the unit price for analysis of one sample. Invoices shall be issued within the period of 60 days after dispatching the analyses results by the Contractor to the Client.
- 6.6. Invoices issued hereunder shall become payable within thirty (30) days from the date of their delivery to the Client, i.e. Nuclear Physics Institute or Institute of Archaeology, respectively (hereinafter the "**Due Date**").
- 6.7. This provision shall not preclude the Client's right to reject payment for the outputs of the Services if they do not comply with this Contract.
- 6.8. A payment of the amounts invoiced shall be understood to be effected on the day on which it was remitted to the Contractor's account, i.e. the invoice shall be considered to be paid for on the day when the invoiced amount is deducted from the Client's account on behalf of the Contractor's account.
- 6.9. The invoice issued by the Contractor must contain all information required by the applicable laws of the Czech Republic for a tax document, namely the following data:
 - 6.9.1. business name / name and registered office of the Client;

- 6.9.2. tax identification number of the Client;
 - 6.9.3. business name / name and registered office of the Contractor;
 - 6.9.4. tax identification number of the Contractor;
 - 6.9.5. serial number of the tax document;
 - 6.9.6. scope and subject-matter of the performance, i.e. quantity (extent) and nature of performance supplied or services rendered (including the reference to this Contract);
 - 6.9.7. date of issue of the tax document;
 - 6.9.8. date of the supply of goods or services or date of receipt of the payment on account, whichever comes sooner, in so far as they differ from the date of issue of the tax document – invoice;
 - 6.9.9. payment deadline (due date);
 - 6.9.10. price of the performance provided;
 - 6.9.11. number of the Client’s order; and
 - 6.9.12. a declaration that the invoiced performance is provided for the purposes of the Project: “Ultra-trace isotope research in social and environmental studies using accelerator mass spectrometry,” Reg. No. CZ.02.1.01/0.0/0.0/16_019/0000728;
- 6.10. and, furthermore, the tax documents – invoices shall also be in compliance with agreements on avoidance of double taxation, if applicable in particular cases.
- 6.11. The last invoice in each calendar year must be delivered by the Contractor to the Client no later than on 15th of December of that calendar year.
- 6.12. The Client shall not be obliged to effect payments based on incorrectly issued tax documents - invoices. If the tax document – invoice is not issued in accordance with the payment terms stipulated in the Contract or will not meet the required legal requirements or if it is not delivered to the Client by the date specified above, the Client is entitled to return the tax document – invoice as incomplete or incorrectly issued to the Contractor for completion or for new issue within ten (10) business days after its delivery to the Client. In such a case, the Client shall not be deemed to be in delay with payment of the Price or its part, and the Contractor shall issue a corrected invoice with a new identical payment deadline, which shall commence running upon the delivery of the corrected or newly issued tax document – invoice to the Client.
- 6.13. The Client’s invoicing data are provided in Article 1.1 hereof.

7. SPECIAL PROVISIONS

- 7.1. Under the terms hereof, the Contractor undertakes, in accordance with the Client's instructions and exercising all due professional care, to:
- 7.1.1. keep reasonable separate accounting records of the costs of performance hereunder and use the means of ongoing financing through the Client's payments exclusively in connection with the performance hereunder, and the Client acknowledges that within the performance hereunder, in addition to direct and indirect costs, the Contractor also covers the profit and risk items with regard to expert and highly specialized nature of the Services. This provision does not impose an obligation on the Contractor to report these items to the Client or control bodies;
 - 7.1.2. archive all documents produced in connection with the execution hereof and performance hereunder for a period of 10 years after the end of the performance hereunder, but at least until the end of 2033, and allow the Client access to these archived documents at any time during that period. The Client shall be entitled to take possession of the above documents from the Contractor free of charge after the period of 10 years from the end of performance under the Contract; and
 - 7.1.3. enable observance of any publicity obligations stemming from the rules of the relevant Operational Programme.

8. TERMINATION OF CONTRACT

- 8.1. This Contract may be terminated by its completion, by its expiration, by agreement of the Parties or by withdrawal from the Contract for reasons specified by law or the Contract.

9. TRANSITIONAL AND FINAL PROVISIONS

- 9.1. This Contract constitutes the entire and comprehensive agreement between the Client and the Contractors.
- 9.2. The Contractor shall not be entitled to transfer rights and duties from this Contract or its part on third parties, to transfer his claims against the Client that arose on the basis or in connection with this Contract on third parties, nor to set off any of his claims or his debtor's claims against the Client's claims.
- 9.3. This Contract may be changed or supplemented solely by means of written numbered amendments, indicating time and place of conclusion, and signed by duly authorized representatives of all Parties.
- 9.4. This Contract becomes valid on the date of its signature by the authorised persons of the Parties and effective on the date of its publication in the Register of Contracts.

In witness of the agreement with all the contents of the Contract, the Parties attach their signatures:

The Client:

In Řež, on _____ 2019

In Prague, on _____ 2019

Name: RNDr. Petr Lukáš, CSc.

Position: Director

On behalf of: Nuclear Physics Institute

Name: Mgr. Jan Mařík, Ph.D.

Position: Director

On behalf of: Institute of Archaeology

The Contractors:

Contractor No. 1:

In Tucson, AZ, USA on _____ 2019

Name: Dr. Gregory Hodgins

Position: Director

On behalf of: University of Arizona, AMS Laboratory

Contractor No. 2:

In Zürich, Switzerland on _____ 2019

Name: Prof. Dr. Hans-Arno Synal

Position: Head of the Laboratory

On behalf of: EHT Zürich

Contractor No. 3:

In Kiel, Germany on _____ 2019

Name: Dr. Christian Hamann

Position: AMS ¹⁴C Laboratory Manager

On behalf of: Leibniz-Laboratory

Contractor No. 4:

In Bothell, WA, USA on _____ 2019

Name: Alyssa Tate

Position: Director of Lab Operations

On behalf of: Glenn Kawasaki, Direct AMS

Annex No. 1 – Specifications of Price and Uncertainty

Contractor No. 1:

Price	
Unit price for radiocarbon dating of one (1) sample in CZK excl. VAT	Information on applicable VAT rate and the information whether the Supplier is a VAT payer or not
8 630	No VAT added; Supplier is a VAT payer in the US.
Uncertainty	
The uncertainty of analyses shall be equal to or better than 23 years BP of the conventional radiocarbon age according to generally accepted convention of Stuiver-Polach (1977) in the case of recent samples (or equivalent uncertainties in the case of older samples) while the dating has to comply with the requirements listed in the Contract.	

Contractor No. 2:

Price	
Unit price for radiocarbon dating of one (1) sample in CZK excl. VAT	Information on applicable VAT rate and the information whether the Supplier is a VAT payer or not
8 600	According to Swiss VAT Act Art. 8 (1), the service is provided at the place where the recipient of the service is domiciled. For this reason, no Swiss VAT will be charged. "The reverse charge procedure" is used.
Uncertainty	
The uncertainty of analyses shall be equal to or better than 24 years BP of the conventional radiocarbon age according to generally accepted convention of Stuiver-Polach (1977) in the case of recent samples (or equivalent uncertainties in the case of older samples) while the dating has to comply with the requirements listed in the Contract.	

Contractor No. 3:

Price	
Unit price for radiocarbon dating of one (1) sample in CZK excl. VAT	Information on applicable VAT rate and the information whether the Supplier is a VAT payer or not
9 500	The Supplier will not impose VAT. The Supplier is a VAT payer.
Uncertainty	
The uncertainty of analyses shall be equal to or better than 25 years BP of the conventional radiocarbon age according to generally accepted convention of Stuiver-Polach (1977) in the case of recent samples (or equivalent uncertainties in the case of older samples) while the dating has to comply with the requirements listed in the Contract.	

Contractor No. 4:

Price	
Unit price for radiocarbon dating of one (1) sample in CZK excl. VAT	Information on applicable VAT rate and the information whether the Supplier is a VAT payer or not
9 000	Supplier charges no VAT and no additional taxes on their radiocarbon dating services.
Uncertainty	
The uncertainty of analyses shall be equal to or better than 29 years BP of the conventional radiocarbon age according to generally accepted convention of Stuiver-Polach (1977) in the case of recent samples (or equivalent uncertainties in the case of older samples) while the dating has to comply with the requirements listed in the Contract.	