

**CONTRACT FOR WORK – DETERMINING THE STRUCTURAL COMPOSITION OF THE
MINERALOGICAL COMPONENTS IN CERAMIC VESSELS**

no. 01

Charles University, Faculty of Arts

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(the "Customer")

and

**Company name: Österreichische Akademie der Wissenschaften, Austrian
Archeological Institute**

Registered office: Dr. Ignaz Seipel-Platz 2, 1010 Wien, Austria
 Mailing address: [REDACTED]
 Represented by: PD Dr. MMag. Andreas Pülz, Prof. Dr. Barbara Horejs
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 Corporate body under public law (Federal Law Gazette (BGBl) 569/1921 as amended)
 entered in the Commercial Register at the Commercial Court in Vienna, file no. FN 71839x
(the "Contractor")
(jointly as the "Parties", or individually as a "Party")

have entered into this Contract for Work, in accordance with Section 2586 et seq. of Act no. 89/2012 Sb., the Civil Code, as amended *(the "Civil Code")*.

Article I

Introductory provisions and purpose of the contract

- 1.1. The Customer, as the contracting authority for awarding the public contract entitled "UK-FF – KREAS: External analyses and sampling for archaeological purposes" and **part 11: "Determining the structural composition of mineralogical components in**

- ceramic vessels**” (*the “Public Contract”*), awarded in accordance with Act no. 134/2016 Sb., on awarding public procurement contracts, as amended (*the “Public Procurement Act”*), has selected the offer of the Contractor, as a bidder for the Public Contract. Hence, in order to implement the subject matter of the Public Contract, the Customer and the Contractor will enter into this Contract for Work on the day, month, and year specified below (*the “Contract”*).
- 1.2. Based on the results of the external analysis, the purpose of the Contract is to create, together with traditional methods and approaches of archaeology and related sciences, an integrated set of multi-disciplinary data, which will allow a more detailed examination of the adaptation strategies of ancient societies with respect to the changing natural, social, economic, and technological conditions.
 - 1.3. The Customer will process the results of the expert analysis and the conclusions of the evaluation report as a part of fulfilling the objectives set out for the grant **“Creativity and adaptability as a prerequisite for Europe’s success in an interconnected world”**, reg. no. CZ.02.1.01/0.0/0.0/16_019/0000734, financed by the European Fund for Regional Development, of which the Customer is a recipient (*the “Project”*).
 - 1.4. The Parties are aware that any full or partial non-fulfilment of the obligations arising from this Contract, either by the Customer or the Contractor, may endanger the available financing for the grant or may lead to sanctions being imposed on the Customer by the bodies authorized to audit the Project.

Article II

Subject matter of the Contract

- 2.1. The subject matter of this Contract is determining the structural composition of the mineralogical components in ceramic vessels (archaeological findings) according to the specifications in clause 2.1.1 hereof, including collecting and preparing samples, evaluation and expert interpretation of the data from the surveyed region, on the basis of a reference database from the surveyed region (west coast of Turkey and islands in the eastern part of the Aegean Sea), to the Summary Evaluation Report (*the “Work”*).
 - 2.1.1. Petrographic analysis on 90 samples, including collection and preparation of samples, measurement, data processing, and preparation of a Summary Evaluation Report containing the results of the analysis, expert interpretation of the achieved results, and their assessment.
- 2.2. The Contractor confirms that it has been fully acquainted with the scope and nature of the Work, that it is aware of all technical, qualitative, and other conditions necessary for its implementation, and further confirms that it has been acquainted in detail with the Customer’s materials for implementing the Work.
- 2.3. The Contractor undertakes to execute the Work in a professional manner and using such methods and procedures that are most suitable for executing the Work, taking into account the specific requirements and instructions of the Customer, while upholding professional care.
- 2.4. The Customer undertakes to accept the duly executed Work as specified in Article IV hereof and to pay the price agreed on in Article V hereof for its execution.

Article III

Rights and obligations of the Parties

- 3.1. The Contractor undertakes to execute the subject matter of the Contract set out in Article II clause 2.1 to the benefit of the Customer.
- 3.2. The Parties have agreed that the Customer will supply to the Contractor the samples that are the subject matter of the analysis, all documentation, and other materials necessary for implementing the Work based on mutual agreement. The Customer will prepare a handover protocol for the supply that it will send to the Contractor via the e-mail address specified in the heading of the Contract for the Contractor's written confirmation.
 - 3.2.1. If the Customer does not supply the samples by 31 October 2021 at the latest, the Contractor is entitled to withdraw from the Contract.
- 3.3. The Customer undertakes to provide the Contractor with any cooperation needed for creating the Work, in particular, supplying supplementary data necessary during the creation of the Work under this Contract. This cooperation will be provided to the Contractor without delay, no later than three days after being requested, or by a deadline to be agreed upon by the Parties if necessary. If the Customer does not provide the necessary cooperation by the deadline, and as a result, the Contractor does not uphold the deadline for handing over the Work, the Contractor is not liable for any incurred damage and will not be in delay with performance of the Work. The Contractor undertakes to proceed in such a way that the Work is handed over to the Customer for acceptance in accordance with the Customer's instructions by the deadline set out in Article IV clause 4.2. If during the performance of this Contract there are obstacles on the part of the Customer or the Contractor which could result in the subject matter of the Contract not being fulfilled, both of the Parties undertake to inform each other without delay and to take all possible steps to overcome such obstacles.
- 3.4. The Contractor is required to uphold the confidentiality of all matters that it has become aware of during implementation of the subject matter of the Contract. The Contractor uses all documents/materials that it receives from the Customer in relation to performing the Contract exclusively for fulfilling the purpose of the Contract.

Article IV

Place of performance and terms of supply

- 4.1. The place of performance is the registered office of the Customer specified in the heading of this Contract. The place of performance is established with respect to the place of handing over the results of the Contractor's activities, the unused samples, and the documents and other materials of the Customer. The Contractor will perform the majority of its activities (carrying out the requested analyses) at its own workplace.
- 4.2. The Contractor undertakes to hand over the Work under Article II hereof no later than **31 August 2022**.
- 4.3. The Contractor is required to submit to the Customer the Summary Evaluation Report with the annotated results of the performed analysis and their assessment. The Contractor is further required to submit all technical documentation for the Work.

- 4.4. The Work is to be submitted electronically in a compressed .rar/zip file on an external hard disk and/or on a CD by the deadline set out in clause 4.2 hereof. Photo documentation in full resolution is an attachment to the Summary Evaluation Report.
- 4.5. The obligation of the Contractor to carry out the Work is fulfilled upon its successful acceptance by the Customer by sending the Contractor's confirmation handover protocol (prepared by the Contractor) to the Contractor's e-mail address specified in the heading of this Contract.
- 4.6. The handover protocol is confirmed when the contact persons of the Parties sign the protocol for handover and acceptance of the Work without defects and unfinished work.
- 4.7. The Contractor is required to return the documents and other materials of the Customer provided to the Contractor in relation to this Contract upon handing over the Work, however, no later than five business days after handing over the Work based on the handover protocol signed by the contact persons of both of the Parties.
- 4.8. The Customer reserves the right to not accept the Work if the content or format does not meet the requirements set out in this Contract.

Article V

Contract price and method of payment

- 5.1. The contract price for the Work is **253.192,50 CZK, exclusive of VAT**.
 - 5.1.1. The contract price is made up of the unit price for a petrographic analysis,
1 sample: [REDACTED] CZK, exclusive of VAT,
90 samples: [REDACTED] CZK, exclusive of VAT,
including preparation of the Summary Evaluation Report.
- 5.2. If the registered office or place of business of the Contractor (VAT payer) is not in the Czech Republic, the reverse charge mechanism for the payment of VAT will apply. In addition to the information specified in clause 5.5 hereof, the invoice will include the text "**Reverse charge mechanism**" and "**Value-added tax is paid by the Customer**". In such a case, the Contractor pays the price exclusive of VAT.
- 5.3. The price for the Work agreed to in this Contract is final, i.e. the highest permissible price. The price includes the valuation of all items necessary for the proper fulfilment of all of the Contractor's obligations under this Contract, including all necessary costs associated therewith. The Contractor is not entitled to invoice any other amounts in connection with performance of this Contract.
- 5.4. Following successful acceptance of the Work by the Customer, the Contractor is entitled to payment of the agreed price for the Work. The price of the Work is payable based on the properly issued invoice (*the "Invoice"*).
 - 5.4.1. The day of taxable supply is the day of handing over and accepting the Work without defects or unfinished work.
 - 5.4.2. A copy of the handover protocol is an integral part of the invoice.
 - 5.4.3. The Parties agree that the invoice may in written form or in electronic form as a PDF file. An invoice in PDF format will be sent to the e-mail address [REDACTED] an invoice issued on paper will be sent to the address of the Customer specified in the heading of this Contract.

- 5.5. The invoice must comply with the requirements of a tax document set out in the legal regulations valid in the country of the Contractor's registered office. The invoice will also contain the following text:
- 5.5.1. Name of the Project: **"Creativity and adaptability as a prerequisite for Europe's success in an interconnected world", reg. no. CZ.02.1.01/0.0/0.0/16_19/0000734. This project is co-financed by the Ministry of Education, Youth and Sport as a part of the Operational Programme Research, Development and Education."**
- 5.5.2. Title of the Contract, reference number, and date of entering into the Contract.
- 5.6. If the invoice does not contain the requirements specified in the generally binding legal regulations in the country of the Contractor's registered office, the Customer is entitled to return the invoice by to the due date, and the Contractor is required to issue a new invoice with a new due date. In such a case, the Customer is not in delay with payment of the invoice.
- 5.7. The due date for the issued invoice is 30 days from the date of its demonstrable delivery to the Customer. The contract price is deemed paid when the invoiced amount is debited from the Customer's bank account in favour of the Contractor's account specified in the heading of this Contract.

Article VI

Cooperation and documents of the Customer

- 6.1. The Contractor is to be acquainted with all information and documents that are a part of the Contract or were provided by the Customer to the Contractor in connection therewith. If some information or items provided by the Customer are insufficient, incomplete, or inaccurate to the extent that it could affect the proper execution of the Work, the Contractor shall request clarification or completion from the Customer.
- 6.2. If the items or data provided by the Customer are of fundamental importance for the execution of the Work, it is always the Contractor's obligation to verify the data. The Customer provides the Contractor with the necessary cooperation within the terms according to the operational possibilities. The Contractor is not entitled to any additional payments or extensions on the delivery date due to the incorrect interpretation of any materials relating to execution of the Work.

Article VII

Method of executing the Work

- 7.1. The Contractor executes the Work under this Contract in its own name and at its own responsibility and risk by the agreed deadline and is fully responsible for any activities of sub-contractors as if it were executing the Work itself.
- 7.2. The Customer is entitled to inspect the execution of the Work. Execution of the Work contrary to the obligations of the Contractor under this Contract will be considered a material breach of the Contract. If the Customer discovers that the Contractor executes the Work contrary to its obligations, the Customer is entitled to request that the Contractor remedy the defects incurred by the defective execution and execute the Work in a proper manner or it is entitled to withdraw from the Contract for this reason.

Article VIII

Ownership and intellectual property rights

- 8.1. The Customer becomes the exclusive owner of the Work and the rights associated with its use on the day of its acceptable takeover based on the protocol on handover and acceptance of the Work confirmed in writing and delivered to the Contractor.
- 8.2. If the Contractor's results of the subject matter of performance of the Contract hereunder exhibit the characteristics of a copyrighted work, the Contractor hereby grants to the Customer the right to all manners of use without time or and territorial restrictions. The Contractor hereby grants to the Customer an exclusive licence not restricted by time or territory, i.e. the entitlement to exercise the right to use the created Work, in particular, for distribution, modification, lending, and communication to the public. The licence is not limited in quantity. Remuneration for the provision of the above rights is included in the price pursuant to Article V hereof.
- 8.3. In addition, the Customer is entitled to provide authorization, consisting of a part of the licence, fully or partially to a third party.
- 8.4. The Contractor undertakes to use the created Work only for the purpose set out in this Contract. In particular, the Contractor undertakes not to provide the results of the activities/the Work to third parties without the prior written consent of the Customer.
- 8.5. Provision of the Work under this Contract to a third party is understood as any form of transferring a partial or full, materially recognized result that was implemented in relation to executing the subject matter of the Contract to any third party.
- 8.6. The samples used for the analysis and supplied by the Customer to the Contractor remain the property of the Customer for the entire period of performance of the subject matter of the Contract.
- 8.7. Know-how, research techniques, and data of a general nature that are not directly related to the Customer remain the property of the Contractor.
- 8.8. Both of the Parties undertake to use the data and results of the analysis in such a manner that they do not interfere with the interests of the other Party.

Article IX

Warranty and liability for defects

- 9.1. The Parties are aware of the risks associated with the conduct of Research Services. The Contractor shall apply all the care that is necessary for the reasonable conduct of the Work and shall make every effort to achieve the planned results.
- 9.2. However, the Contractor cannot assume any further liability or guarantee the achievement of the research results. Nor does the Contractor guarantee that the envisaged research results can be exploited industrially or commercially.
- 9.3. The Contractor shall not guarantee or be liable for the completeness and accuracy of the information provided. This shall not apply to cases of intent or gross negligence.
- 9.4. The Contractor confirms that to the best of its knowledge at the time this Agreement becomes effective no conflicting IP Rights exist. The Contractor shall inform the Customer without delay of any IP Rights of Third Parties already known to, or, in the course of the Project becoming known to the Contractor that are relevant for the Project.
- 9.5 The Contractor is not liable for defects caused by:

- 9.5.1 *Force Majeure*,
 - 9.5.2 Unauthorized interference or omission by the Customer or a third party on behalf of the Customer,
 - 9.5.3 in cases of slight negligence, except in cases of personal injury. (Definition Slight Negligence: Behavior is slightly negligent, if such a mistake occasionally happens even to a careful person. In these cases, the occurrence of damage is usually not so easily foreseeable; Such a mistake could also happen to a person of ordinary prudence.)
- 9.6 The liability of the Contractor shall be limited to the amount payable for the Work.

Article X

- 10.1. **Force majeure** Neither Party is liable for breaches of its obligations caused by *force majeure*. Liability is not precluded by an obstacle which first arose at a time when the liable party was in delay with fulfilling its obligations or arose from its economic circumstances. The effects of *force majeure* are limited to the duration of the obstacle to which those effects are associated.
- 10.2. The Parties undertake to inform the other Party without undue delay of the occurrence of *force majeure* that prevents or could prevent the proper fulfilment of the Party under this Contract.
- 10.3. **Contractual penalties** As the Contractor (ÖAW) is not a commercial company that provides standardized services but a research organization on a statutory basis that promotes science in every way and conducts research, contractual penalties shall not apply.

Article XI

Damages

- 11.1. If the activities of a Party cause damage to the other Party or a third party due to omission, neglect, or not complying with the conditions arising from the legal regulations, technical or other standards, or arising from this Contract, the causing Party is required without undue delay to remedy the defective state, and if not possible, to provide financial compensation for the damage incurred in such a manner. All costs associated therewith are borne by the causing Party.
- 11.2. The Contractor is also liable for damage caused by the activities of those who execute any part of the Work on its behalf.
- 11.3. The Parties shall not be liable in cases of slight negligence, except in cases of personal injury.
- 11.4. In the event of damages, the Parties agree that all rights and obligations are governed by the respective provisions of the Civil Code.

Article XII

Responsible procurement

- 12.1. The Contractor agrees and is aware that the Customer is interested in implementing a public contract in accordance with the principles of responsible procurement, pursuant to Section 6(4) of the Public Procurement Act. This article regulates the socially responsible procurement of public contracts.

- 12.2. By signing this Contract, the Contractor declares on its honour that it has duly and timely fulfilled the financial obligations vis-à-vis its sub-contractors. Due and timely fulfilment is deemed to be payment in full of the invoices issued by sub-contractors for the performance provided for executing the public contract in accordance with the Contract concluded with the sub-contractor.
- 12.3. Breach of the obligation set out in this article is a breach of the Contract with all consequences arising therefrom.

Article XIII Insurance

- 13.1. The Contractor declares that it has concluded liability insurance for damage caused during the performance of its activities covering any damage incurred during the execution of the Work by the Customer or third parties for the entire period of executing the Work with an insurance indemnity limit of at least CZK 400,000. The Contractor undertakes to keep the insurance active for the entire period of executing the Work and for the warranty period. Not fulfilling this obligation is a material breach of the Contract.
- 13.2. The Contractor is required whenever requested by the Customer to demonstrate fulfilment of the obligation under clause 13.1 hereof.

Article XIV Termination of the Contract

- 14.1. The Contract is terminated:
 - 14.1.1. On the day of handing over the Work;
 - 14.1.2. By a notice of either of the Parties;
 - 14.1.3. By withdrawal from the Contract.
- 14.2. Each Party is entitled to terminate the Contract by notice, with a termination notice period of two month. The notice period commences on the first of the month following delivery of the written notice to the other Party.
- 14.3. The Parties may withdraw from this Contract in cases where this is stipulated in the Contract and also if the other Party materially breaches the contractual obligations.
- 14.4. A material breach of the Contract is in particular:
 - 14.4.1. Delay of the Contractor in meeting the deadline for fulfilling the Contract, pursuant to Article IV clause 4.2, of more than 30 days;
 - 14.4.2. The Contractor becomes an unreliable payer in the meaning of Article V clause 5.7 hereof;
 - 14.4.3. A decision on the insolvency of the Contractor has been issued, in accordance with Section 136 of Act no. 182/2006 Sb., on insolvency and methods of its resolution, as amended.
- 14.5. The Contractor is entitled to withdraw from the Contract if the Customer materially breaches the Contract. A material breach of the Contract by the Customer is deemed to be a delay in payment to the Contractor of more than 30 days.
- 14.6. The Parties are also entitled to withdraw from the Contract for a non-material breach of the Contract by the obligated party if, on request of the entitled party, a remedy is not agreed upon within 14 days of delivery of the request for remedy.

- 14.7. The Parties are entitled to withdraw from the Contract if the provision of funds drawn from the grant specified in Article 1 hereof is interrupted or terminated.
- 14.8. The withdrawing party must notify the other party of a decision to withdraw from the Contract using the address specified in this Contract. The withdrawal is effective on the day following delivery of the notice to the other Party. The Parties settle their rights and obligations as at the day of terminating contractual relations, however, no later than 30 days after termination of the Contract.
- 14.9. By withdrawing from the Contract, the claims of the entitled Party for payment of a compensation for damage incurred by a breach of the contractual obligations of the other Party do not expire.

Article XV

Register of contracts and final provisions

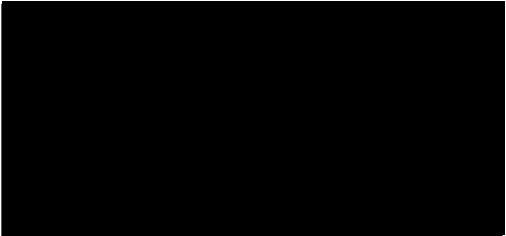
- 15.1. The Parties are aware and agree that the Customer will publish the Contract, in accordance with Act no. 340/2015 Sb., on special conditions for the effectiveness of certain contracts, publishing these contracts, and on the register of contracts, as amended (*the "Act on the Register of Contracts"*) without delay after signing the Contract.
- 15.2. The Parties agree and declare that the Contract does not contain data that are subject to trade secrecy or data whose publication would cause unauthorized interference in the rights and obligations of the Parties, their representatives, or their employees, and they agree to publishing the Contract as a whole. However, if necessary, the Customer is entitled to remove information from the Contract prior to publication that should not be published or that is not required to be published in accordance with the Act on the Register of Contracts. If the publication of the Contract would nevertheless lead to unauthorized interference in the rights and obligations of the Parties, their representative, or employees, each Party is responsible only for the damage caused by themselves, their representatives, or their employees.
- 15.3. The Parties have agreed that this Contract is entered into and comes into effect on the day of its publication in the register of contracts, in accordance with the Act on the Register of Contracts. The Parties are expressly aware and agree that fulfilment of the Contract may not occur until it comes into effect. The Customer undertakes to inform the other Party of registration of the Contract by sending a copy of the confirmation of the administrator of the register of contracts to the e-mail address specified in the heading of this Contract.
- 15.4. The Contract, including any amendments thereto, the legal relations arising therefrom, and the relations not expressly regulated in this Contract are governed by the Civil Code or other generally binding legal regulations valid in the Czech Republic.
- 15.5. The Contractor is required to allow audits by the relevant public administration bodies for the entire period stipulated by law. In particular, it undertakes in accordance with Act no. 320/2001 on financial audits in public administration, as amended, to allow financial audits and to duly cooperate during an audit.
- 15.6. In the event of the invalidity of any of the contractual provisions, the Contract does not become invalid in its entirety, unless it follows from its content or from the circumstances in which the invalidity occurred that this part of the Contract cannot be separated from the other content. If a part of the Contract becomes invalid, the Parties

undertake to agree on a new wording of the relevant provisions of the Contract in the form of a written amendment to this Contract. If they fail to do so, the relevant relations are governed by the laws referred to in the preceding paragraph.

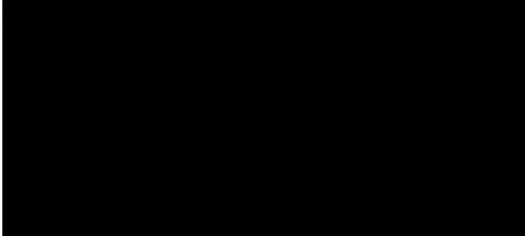
- 15.7. The Parties undertake to initially resolve any dispute arising from the Contract or arising in relation thereto through negotiation with the goal of reaching a resolution to the dispute by agreement. If an agreement is not reached, the disputes will be decided by the court of the Czech Republic with jurisdiction *ratione loci* and *ratione materiae*. Arbitration proceedings are not admissible.
- 15.8. The rights and obligations under the Contract must not be assigned by the Contractor without the prior written consent of the Customer. Section 1879 of the Civil Code does not apply.
- 15.9. Any changes or amendments to this Contract may only be made with the consent of both of the Parties in the form of dated, chronologically numbered, written amendments. This also applies to this clause. A change in the contact persons specified in the heading of the Contract does not require a written amendment to the Contract. A unilateral written notice sent to the other Party at the address specified in the heading of the Contract is sufficient.
- 15.10. The Parties undertake to inform the other Party without delay of any changes to the identification data specified in the heading of the Contract. In the event of a breach of this obligation, the Party is liable for damage caused thereby.
- 15.11. The Contract contains the complete agreement of the subject matter of the Contract and all matters that the Parties should have and would have liked to negotiate in the Contract and that they consider to be important for the binding nature of the Contract. No expression of the Parties made during negotiations on the Contract and no expression made after concluding the Contract may be interpreted contrary to the provisions of the Contract and do not impose any obligation on either of the Parties.
- 15.12. This Contract is drawn up as an electronic document in Czech and English, containing the acknowledged electronic signature of each Party, or if the Contractor does not have an acknowledged electronic signature, in two written originals in Czech and two written originals in English with the inscribed signatures of both of the Parties. Each language version is a valid original. Each Party obtains one original in Czech and one original in English. In case of any discrepancy between the Czech or English version, the English version shall prevail.
- 15.13. List of contractual documents in order of importance:
 - a) This Contract;
 - b) The Contractor's offer.In the event of discrepancies in the content of the individual documents, the wording of the document of higher importance is decisive.
- 15.14. The Parties declare that this Contract is an expression of their true and free will, that they have not entered into this Contract under duress or under conspicuously disadvantageous conditions, and that they undertake to fulfil the Contract, in witness whereof, they attach their signatures below.

In Prague, on **28. 06. 2021**


In Vienna, on **22. 06. 2021**



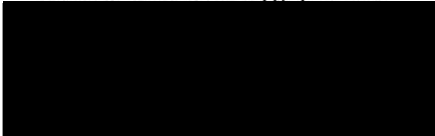
Doc. PhDr. Michal Pullmann, Ph.D.
Dean of the Faculty of Arts
Charles University



PD MMag. Dr. Andreas Pülz
Deputy Director of the Austrian
Archeological Institute



Prof. Dr. Barbara Horejs
Scientific Director Dep. Prehistory &
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Nikolaus Göth, MSc
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