# A CONTRACT OF MANDATE

between

The Institute of Philosophy of the Czech Academy of Sciences, P.R.I.

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represented by PhDr. Ondřej Ševeček, Ph.D., Director of the Institute e-mail: (henceforth 'Mandator')

and

**Dr. AbdelRahman Medhat** Date of birth: **Constant** Pernament address: **Constant** (henceforth 'Mandatary') as the other party

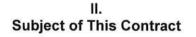
(henceforth jointly 'parties to the contract')

who hereby in accordance with provisions of §2430 and subsequently Act no. 89/2012 Coll. of the Civil Code as amended conclude this contract of mandate (henceforth 'contract'):

I. Purpose of the Contract



2. The purpose of this contract is to provide for the performance of works falling within the scope of the project specified in par. 1 of this article.



- 1. The subject of this contract is Mandatary's obligation to provide for the Mandator work consisting of an archaeological investigation related to discoveries at Tell Timai for the Alchemies of Scent project. These tasks include:
  - a. a review of the literature related to compounds found in perfume residues;
  - b. a survey of archaeometric data related to possible residues in the artifacts at Tell Timai and other sites where applicable;
  - c. material analysis of compounds, their concentrations, and methods of preparation of the perfume associated with Greco-Egyptian perfume industry using Zeta Potential, GCMS, Raman, FTIR, XRF, UV-VIS and others techniques;
  - d. comparison of the chemical fingerprints of organic remains with those studied by the Alchemies of Scent project;
  - e. analyses of the structure, function, and manufacturing process of the perfume factory;
  - f. preparation of protocols for determining suitability of investigations and analyses that are compatible with these types of archaeological organic residues.
- The Mandator states that the Mandatary was, prior to conclusion of this contract, informed about the approximate extent of the entrusted work (henceforth 'the mandate') Page 1 of 4

and that there are no obstacles that would prevent the Mandator from performing the mandate that is the subject of this contract.

3. The subject of this contract includes Mandator's obligation to provide Mandatary with agreed collaboration in Mandatary's execution of the mandate and to pay the Mandatary for performance of the mandate the agreed reward.

#### III.

## Schedule of Performance of the Mandate

- 1. The Mandatary will perform the mandate from 1.11.2021 until 31.5.2022.
- 2. Mandatary will perform the mandate continually during the entire duration of a period specified in par. 1 of this article.
- 3. The Mandatary performs the mandate independently but the manner of execution of the mandate is determined by instructions of the Mandator.

#### IV.

## Equipment and Materials Required for Performance of the Mandate

- 1. The equipment and materials needed for performance of the mandate which are not in this contract specified as being purchased by the Mandator will be purchased by the Mandatary. The costs of their purchase are included in the remuneration agreed upon by this contract.
- 2. The Mandatary is responsible for the equipment and materials received from the Mandator for the purpose of their use during performance of the mandate.

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## Remuneration

- 1. Remuneration for the performance of the mandate is determined by agreement and amounts to a total of 60.000 CZK.
- 2. Parties to the contract agree that the remuneration specified above covers all costs and expenditures of the Mandatary connected with performance of the mandate. The Mandatary thus has no right to reimbursement of costs linked to the performance of the mandate, only the right to receive the agreed remuneration.
- 3. The Mandatary will receive the remuneration monthly based on an invoice.
- 4. The invoice will feature all requisites of a tax document including an accurate and current designation of both the Mandatary and the Mandator, banking details, due date, the amount invoiced, and it must be signed by the Mandatary. Parties to the contract agree that a properly issued invoice is due 14 (fourteen) days after its delivery to the Mandator. Payment is to be executed to the account specified by the Mandatary in the invoice.

#### VI.

#### Manner of Performance of the Mandate

1. The Mandator has the right to inspect performance of the mandate. Should the Mandator find that the Mandatary is performing the mandate in contravention of his/her duties, the Mandator has the right to demand that the Mandator remove defects and shortcomings that arose by faulty performance and that the Mandator perform the mandate properly. Should the Mandatary fail to do so even during an adequate time provided for this purpose and should the actions of the Mandatary amount to a clear and substantive violation of this contract, the Mandator has the right to remove the mandate and the Mandatary will compensate the Mandator for any damage caused by improper performance of the mandate.

- 2. The Mandatary will inform, with no undue delay, the Mandator of unsuitable nature of things received from the Mandator or unsuitability of instructions received from the Mandator in connection with performance of the mandate in case the Mandatary can discover or ascertain such unsuitability by exerting due care.
- 3. If the Mandatary meets his/her obligations listed in Article VI, par. 1, the Mandatary is responsible neither for an impossibility of performing the mandate nor for any damage caused by unsuitable equipment, materials, or instructions in case the Mandator insisted on their application in the performance of the mandate in writing.

### VII.

## Completion of Performance of the Mandate

The Mandatary will, after performing the mandate but at the latest on the date specified in Article III, par. 1 of this contract, deliver to the Mandator the results of performance of the mandate, that is, archaeological investigation related to discoveries at Tell Timai as stated in Article II, par. 1. Parties to this contract will compose a handover protocol attesting to a handover of results of the mandate.

#### VIII. Specific Features of the Mandate

- 1. The Mandatary will proceed within the framework defined by this contract with expert care so as to achieve the results of activities specified in this contract.
- 2. The Mandatary will not share the results of activities which are the subject of this contract with persons other than the Mandator unless such sharing is necessitated by the nature of the activity in question and only in case such sharing does not violate the interests of the Mandator.
- 3. Parties to the contract hereby state that results of activities which would have the nature of creative activities are protected as intellectual property. The Mandator has the right to further use of such results of intellectual activities without any further charge and that not only for internal purposes but among others also for the purpose of publication and further communication of such results.

## IX.

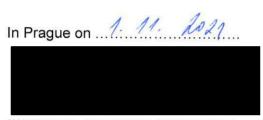
## **Termination of the Contract**

- Parties to the contract may terminate this contract by a written agreement, by termination
  of the mandate by the Mandatary (notice of termination) or by withdrawal of the mandate
  by the Mandator. All of the acts described above and below will be in writing and in case
  it is a unilateral act of one of the parties, they will be delivered to the other party to the
  contract (in case of doubt it is assumed that a written document is delivered on the third
  day after sending).
- 2. The Mandatary may terminate the mandate at the earliest by the end of the month following the month during which a notice of termination was delivered to the Mandator.

#### X. Final Provisions

- 1. This contract is composed in two copies in Czech; each party to the contract receives one copy of the contract signed by both parties to the contract.
- The English translation of this contract is merely informative and not legally binding, It is labelled 'NON-BINDING TRANSLATION FOR REFERENCE' and is not signed by either of the parties to the contract.

- 2. Any changes and amendments to this contract may be made only in the form of written, sequentially numbered appendices.
- 3. Parties to the contract are aware of the fact that this contract, including all of its eventual appendices, is subject to a mandatory publication in accordance with Act no. 340/2015 Coll., on special conditions for the efficacy of some agreements, publication of these agreements, and on an agreement register (Act on Agreement Register) (henceforth 'Act on Agreement Register').
- 4. This contract comes into force on the day of its publication in the agreement register in accordance with the Act on Agreement Register. Publication of the contract is provided by the Mandator.
- 5. Performance of the subject of this contract prior to the contract coming into force is considered to amount to performance under this contract and any rights and obligations arising from it are governed by this contract.
- 6. By their signatures the parties to the contract affirm that they are familiar with the contents of this contract and that they conclude this contract of their own free will and with serious intent, not under duress or notably disadvantageous conditions. To signify these circumstances, they attach their signatures.



Institute of Philosophy of the CAS, P.R.I.

In Cairo, Egypt on 12.11.2021



Dr. AbdelRahman Medhat