Contract no:

Contract no:

Concluded on 5.4.2017 by and between:

Adam Mickiewicz University in Pozna:ó, ul. H. Wieniawskiego 1, 61-712 Poznaú, NIP PL 777-00-06-350, REGON: 000001293, hereinafter referred to as the "Contracting Entity", represented by:

Vice-Rector UAM, prof. dr hab. Ryszard Naskrlecki with countersignature of the Bursar, mgr Agnieszka Palacz

and

the Institute of Geology, Czech Academy of Sciences, with its seat at Rozvojová 269, 165 00 Praha 6-Lysolaje, Czech Republic, hereinafter referred to as the "Contractor", represented by:

Director, Prof. RNDr. Pavel Bosák, DrSc.

This Contract is concluded in accordance with the single-source procurement procedure of the Polish Public Procurement Law (Article 4, point 8).

§1

Subject of the Contract

- 1. The Contractor shall perform LA-ICPMS trace element analysis of gamets (ca. 1500 spots in 12 polished mounts containing detrital gamets and 13 polished thin sections prepared from peridotite and granulite samples).
- 2. The analysis shall be performed in cooperation with Monika Kowal-Linka. The Contractor shall reserve 5 days for the analysis, namely 4-8 September 2017. Monika Kowal-Linka shall be present in the appropriate laboratory, in Prague, during the measurements.
- 3. The Contractor shall prepare 12 polished mounts using detrital gamets which shall be delivered by Monika Kowal-Linka. Monika Kowal-Linka shall deliver also 13 polished thin sections prepared from peridotites and granulites; at least 10 of these samples will be delivered earlier to Monika Kowal-Linka by the Contractor.
- 4. Monika Kowal-Linka shall deliver the detrital gamets to the Contractor by post by 31 May 2017 at the Contracting Entity's expense. The Contractor shall deliver the rock samples to Monika Kowal-Linka by post, by 31 May 2017, at the Contracting Entity's expense, using the address indicated in § 1 point 5. Monika Kowal-Linka shall bring the thin sections to the laboratory on 4 September 2017. After the measurement, the Contractor shall release the mounts and thin sections to Monika Kowal-Linka, who shall bring them to the Adam Mickiewicz University in Poznaú.
- The Contractor shall present results in a form of numerical tables, which will be sent electronically to Monika Kowal-Linka (phone number: +48 502-390-363, e-mail: mokowal@amu.edu.pl, address: Institute of Geology, ul. B. Krygowskiego 12, 61-680 Poznaú).

§ 2 Financial provisions

- For the execution of the subject matter of tb.is Contract, referred to in § 1 above, the Contractor will receive remuneration of no more than a net amount of 139,000 CZK (one hundred and thirty-nine thousand Czech koruna), exclusive of VAT, with unit price of net 1,400 CZK (one thousand four hundred Czech koruna) net per hour of analysis, exclusive of VAT; the expected duration of the analytical session is 90 hours of machine time which gives in total 126,000 CZK (one hundred and twenty six thousand Czech koruna).
- 2. The remuneration also includes **12,000 CZK** (twelve thousand Czech koruna), exclusive of VAT, for preparation of the mounts, and **1,000 CZK** (one thousand Czech koruna), exclusive of VAT, for the delivery of rock samples (the material for preparation of the thin sections) to Monika Kowal-Linka.
- 3. The reception and acceptance of the subject matter of this Contract shall be confirmed by the written acceptance protocol being signed with no objections by the representatives of both Parties.
- 4. Payment for the subject matter of the contract shall be rendered via wire transfer to the Contractor's bank account to be indicated on the invoice issued by the Contractor upon the acceptance protocol set out in § 2 point 3, and within 30 days of the Contracting Entity receiving the invoice.
- 5. The date of execution shall be the day of receiving the results and the invoice.
- 6. In case of non-fulfilment of the conditions of the subject matter of this Contract, the Parties to the Contract are entitled to apply the following sanctions:

a) a contractual fine for a delay in the delivery of services by provider in amount 0,05% of the net value of the Contract for each day of delay, counted from the date indicated in § 3.

- 7. The Contracting Entity shall pay legal interest to the Contractor for each day of delay in payment, counted from the period referred in § 2, point 4.
- 8. The Contracting Entity is a VAT payer with VAT number PL 777-00-06-350. VAT shall be paid by Contracting Entity in the Republic of Paland as its country of residence.

§3 Term of execution

1. The Contractor undertakes to execute the subject of this Contract by 1 October 2017.

§4

Final provisions

- 1. This Contract enters into force as of the day of signing and is concluded when the Parties make final settlements.
- 2. Any changes in the Contract shall be invalid unless drafted as an annex in a written form and concluded by both Parties.
- 3. The provisions of the Civil Code shall apply to all matters not regulated hereunder.
- 4. Any disputes arising out of the ped'ormance of this Contract shall be settled by the common Court competent for the registered seat of the Contracting Entity.
- 5. This Contract has been drawn up in two language versions, Polish and English; the Polish version shall prevail; however, the Contracting Entity guarantees that both versions are

equal. This Contract has been drawn up in three identical counterparts for each language version, 2 (two) for the Contracting Entity and 1 (one) for the Contractor.

CONTRACTOR

CONTRACTING AUTHORITY

Prof. RNDr. Pavel Bosák, DrSc. Director prof.dr hab.Ryszard Naskrecki Vice-Rector UAM

> mgr Agnieszka Palacz Bursar