**Contract for the providing North Atlantic Oscillation climate and proxy data for calibration and further development of cliché methodology in the SustES project**

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**Contractor**

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| Name | **Skógræktin** **(Icelandic Forest Service)****Department of Forest Research** |
| Domicile | Miðvangi 2-4, 700 Egilsstaðir Iceland |
| Company ID (IČO) | 590269-3449 | VAT ID(DIČ) | IS45220 |
| Registered |  |
| Represented by | Dr.Throstur Eysteinsson, Director |

**and**

**Client**

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| Name | **Ústav výzkumu globální změny AV ČR, v. v. i.** **(Global Change Research Institute CAS)** |
| Domicile | Bělidla 986/4a, 603 00 Brno, Czech Republic |
| Company ID (IČO) | 86652079 | VAT ID(DIČ) | CZ86652079 |
| Registered at  | Rejstřík veřejných výzkumných institucí (Index of Public Research Institutions)  |
| Represented by  | prof. RNDr. Ing. Michal V. Marek, DrSc., dr. h. c., director |

1. **Subject and purpose of the Contract**
	1. The digital and physical climate data will be provided to allow the improvement of central European relevant estimate of North Atlantic Oscillation and investigation of its temperature and hydroclimate effect on Central Europe within the SustES project - Adaptive Strategies for Sustainability of Ecosystem Services and Food Security in Harsh Natural Conditions (Reg. No. CZ.02.1.01/0.0/0.0/16\_019/0000797), supported by the European Structural and Investments Funds. The aim of the contract is to transfer the state-of-the art Iceland based NAO, climate, hydroclimate, and temperature reconstruction available in Iceland but through NAO teleconnection relevant for the Central European domain to improve robustness of the CliChE methodology developed by SustES.
	2. The subject of this Contract is the Contractor's obligation to:
		1. Provide climate and proxy-climate data relevant for the Central European area reconstruction of NAO within the SustES project at its disposal. These data will include variation of seasonal NAO index for Central Europe and expected deviation of temperature, precipitation, and drought signal as well as basic data i.e., TRW analysis and analysis of spatial relevance of the data for the Central Europe which will match existing reconstruction developed and/or available to SustES project.
		2. The data will be provided in a way suitable for the Climate Change Envelope methodology developed within SustES project in an agreed format and structure. All dendro-data for the period 1600–2000 will be stored and transferred in digital format (i.e., Tucson).
		3. The time series will cover period 1600–2000 with period 1901–2020 being supplemented with relevant observed data used for the time series calibration.
		4. In addition to the digital tree-ring measurements, the contractor will also provide a selection of tree-ring (floating) dated subfossil driftwood samples from unique natural archive of Iceland. This material will be useful for comparison against and addition to the central European oak stable isotope dataset.
	3. The Project start date is 15th of May 2022, and the project end date is 15th of December 2022.
2. **Obligations of the Contractor**
	1. The contractor will provide all the climate data to Client by **15th of August 2022**.
	2. The non-digital data, analysis and calibration samples for isotopic analysis will be provided by **31st of October 2022**.
	3. The Contractor will provide material and intellectual assistance in the development of research papers based. The Client is obligated to name the Contractor’s employees as co-authors of those research papers that Contractor’s employees have assisted with.
	4. The Contractor shall perform the analysis using the climate data relevant for the NAO, temperature, and hydroclimate coherence with the existing data over the common period.
	5. Fulfilment of the Contract shall be provided remotely as much as possible using technical means.

1. **Remuneration and payment conditions**
2. The Client will pay to the Contractor **Euro 12,000** (without VAT) within two weeks after the climate and proxy data are delivered data.
3. The Client will pay to the Contractor **Euro 2,500** (without VAT) within two weeks after the physical material is provided by the contractor.
4. The remuneration shall be paid based on invoices containing the particulars of the tax document bearing the name and number of the grant project (SustES - Adaptation Strategy for the Sustainability of Ecosystem Services and Food Safety in Harsh Natural Conditions, CZ.02.1.01/0.0/0.0/16\_019/0000797).
5. An invoice will be accompanied by a list of delivered data. It will be signed by the Contractor and the Client.
6. The Contractor is obliged to deliver the invoices to the email address of the Client as stated in this Contract no later than ten working days after the day on which the List of activities performed is made.
7. The Client is entitled to return an incorrect invoice by the due date. The Contractor is required to submit a new or amended invoice, with a new maturity date of 30 days. The Contractor is obliged to deliver the new amended invoice to the email address of the Client as stated in this Contract, within 5 working days of receiving the returned incorrect invoice.
8. The invoice considered paid on the day of debiting the relevant amount from the Client's account.
9. The Contractor cannot claim other payments or payments on other dates from the Client.
10. **Other rights and obligations of the Contracting parties**
	1. All information which a Contracting Party ("the Receiving Party") receives from the other Contracting Party ("the Disclosing Party") which the Disclosing Party specifically designates in writing to be confidential prior to the disclosure whether in tangible or visible form or whether communicated orally shall be treated by the Receiving Party as confidential and the property of the Disclosing Party, and such confidential information shall not be used by the Receiving Party for any purpose other than the performance of this Agreement without the consent of the Disclosing Party. Each Contracting Party shall maintain the confidentiality of information concerning the procedures of the other Contracting Party for a period of three (3) years from disclosure.
	2. This obligation of confidentiality shall not apply to any information:

(i) in the public domain at the time it was disclosed, or which thereafter enters the public domain without breach of the terms of this Contract.

(ii) already known by the Receiving Party at the time of disclosure by the Disclosing Party.

(iii) which becomes known from a source other than the Disclosing Party without breach of the terms of this Contract.

(iv) independently developed by an employee of the Receiving Party to whom no disclosure of any such disclosed information has been made; or

(v) which is required to be disclosed by Court Order but only to the extent required by the Order on condition that the Disclosing Party is informed promptly of the Court Order.

* 1. All Intellectual Property in reports and other documents and materials arising out of the performance of the Contractor for this Project shall be owned absolutely and solely by the Contractor. The Contractor shall provide the Client with a license to use analysis results, data or databases that are subject to copyright protection and based on which the climate data will be parameterized, to the fullest extent possible in which the Contractor may grant a license. The extent to which the Contractor may grant a license shall be demonstrated by the Contractor. If the Contractor does not specify a limit to the handling of a particular set of data, it is considered not to be limited.
	2. The Contractor may publish the calculations from the jointly carried analysis only upon receiving the written consent of the Client which shall not be unreasonable withheld, delayed or rejected. The Contractor shall submit to the Client the intended publication thirty (30) days in advance for the Client’s approval and if the Client does not respond within thirty (30) days from the submission of the intended publication it shall be deemed as an approval.
	3. Client agrees that it shall not, without prior written consent of the Contractor, advertise or publicly utilise the Cambridge University name or any trademark associated therewith, in conjunction with the Services or any results thereof.
	4. For the entire duration of the contract, the Contractor shall ensure:
		+ 1. decent working conditions, fulfilment of obligations arising from the legal regulations of the EU, especially from labour law regulations, regulations in the field of employment and occupational health and safety, towards all persons who will participate in the performance of the contract, while fulfilling these obligations the contractor will also ensure its subcontractors,
			2. proper and timely fulfilment of financial obligations to its subcontractors under conditions based on a contract concluded between the Contractor and the Client,
			3. elimination of environmental impacts in the pursuit of sustainable development.
1. **Representatives of the Contracting parties**
	1. The representative of the Client is **prof. Miroslav Trnka**. The Client's representative may negotiate in the Client’s name in way related with this Contract.
	2. The representative of the Contractor is **Dr. Olafur Eggertsson**. The Contractor's representative may negotiate in the Contractor’s name in way related with this Contract.
2. **Indemnities and Insurance**
	1. Subject to clauses VII. 2. and VII. 3. the Contractor's sole liability shall be for direct loss or damage incurred or suffered by the Client or death or injury to any of the Client's employees, servants or agents as a result of negligence on the part of the Contractor or its employees, servants or agents in the performance of its obligations under this Contract but such liability shall in no circumstances exceed the sums paid for the Services in the aggregate in respect of all such losses.
	2. Nothing in this section VII. shall be taken to exclude or restrict any liability of the Contractor for:
3. Death or personal injury resulting from the negligence of the Contractor or its employees, servants or agents.
4. Fraud or fraudulent misrepresentation.
5. Wilful breach or misconduct.
6. Any other liability which cannot by law be restricted or excluded.
	1. Subject to clause VII. 2. the Client agrees that the Contractor and its employees, servants and agents shall have no liability whatsoever or howsoever caused for any loss of profits, opportunity or use, business revenue, contracts, goodwill, data (including damage or corruption) or anticipated savings or any indirect, incidental or consequential loss, damage or expense incurred or suffered by the Client, its customers or any third party arising from or otherwise in connection with this Contract and/or in relation to the Client's use of any information or results supplied by the Contractor or in connection with any product, process or system which may be produced or adopted by the Client or any other party, notwithstanding that the formulation of such product or process may be based upon the results of the Services.
7. **Mutual and final provisions**
	1. Neither Party may, without the written consent of the other Party, assign a claim for payment or debt from this Contract, nor assign this Contract to a third party.
	2. No rights and obligations of the Parties may be inferred from practices established between Parties or practices maintained in general or in the field relating to the subject matter of the performance of this Contract.
	3. If any of the provisions of this Contract appear to be illicit, the effect of this defect on the other provisions of the Contract shall be assessed mutatis mutandis.
	4. This Contract shall be governed and construed in accordance with the laws of Czech Republic and shall be subject to the exclusive jurisdiction of the Czech courts.
	5. Unless otherwise specified in this Contract, this Contract may be amended only in writing, by means of a numbered amendment to this Contract signed by the legal representatives of both parties. To recognize the debt incurred in connection with this Contract is only possible in written form.
	6. The contracting parties acknowledge that for its effectiveness this contract requires the publication in the registry of contracts pursuant to the Act no. 340/2015 Coll., and they agree with this publication. The Client secures sending of the contract to the registry of contracts immediately after the contract is signed by both contracting parties. The Client undertakes to inform the other party about the registration by sending a copy of the confirmation of the publication from the administrator of the registry of the contracts to the other party without undue delay after the Client himself receives this confirmation.
	7. In the event the Parties wish to exchange personal data under this Contract, the Parties must comply with all requirements of applicable data protection laws and regulations relating to the privacy and processing thereof including implementing appropriate security measures.
	8. This Contract may be executed in any number of counterparts or duplicates, each of which, when executed and delivered, shall be an original, and such counterparts or duplicates together shall constitute one and the same instrument. Executed copies of the signature pages of this Contract transmitted electronically in Portable Document Format (PDF) shall be treated as originals, fully binding and with full legal force and effect.

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| Dr. Ólafur Eggertsson | prof. RNDr. Ing. Michal V. Marek, DrSc., dr. h. c. |
| Senior ResearcherIcelandic Forest Service | Director |
| Department of Forest Research | Ústav výzkumu globální změny AV ČR, v. v. i.(Global Change Research Institute CAS) |