**Contract for the providing common era central europe climate data for calibration and further development of cliché methodology in the SustES project**

**(different TRSI measurements)**

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**Contractor**

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| Name | **Eidg. Forschungsanstalt für Wald, Schnee und Landschaft WSL** |
| Domicile | Zürcherstrasse 111, 8903 Birmensdorf, Switzerland  |
| Company ID (IČO) |  | VAT ID(DIČ) | CHE-116.133.452 |
| Registered |  |
| Represented by | Prof. Dr. Paolo Cherubini, Senior Scientist, Dendrosciences |

**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. Digital, high-resolution tree-ring stable isotope (TRSI) measurements from different sites in the European Alps will be provided by Prof Cherubini. These data will be essential for the improvement of central European temperature and hydroclimate reconstructions as defined by 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. This contract ensures the transfer of state-of-the-art TRSI (18O, 13C, 2H) climate proxy data for refining our knowledge about past temperature and hydroclimate variability at different spatiotemporal scales. The new records will allow statistical and conceptual separation of abiotic signals (high- to low-frequency changes in growing season climate conditions) from biotic noise (insect defoliation events and biological memory), to reduce uncertainty ranges in our climate reconstructions. This data-driven step is essential for the CliChE methodology developed by SustES.
	2. The subject of this Contract is the Contractor's obligation to:
		1. Provide annually resolved and absolutely dated climate proxy data that are most relevant for the reconstruction of past central European climate variability and uncertainty as defined by the SustES project. These data will include different TRSI measurements for assessing year-to-year and longer-term seasonal temperature and hydroclimatic changes over the European Alps and its surrounding low-elevation regions. These data will be supplementary to the existing reconstruction(s) so far developed by the SustES project.
		2. The TRSI data will be provided in a way suitable for the Climate Change Envelope methodology (CliChE) developed within the SustES project in an agreed, digital format, and with critical data being made available within 5 days after signing the contract by both sides (to allow rapid implementation in the ongoing, final SustES analyses).
		3. The individual TRSI timeseries will be supplemented by relevant metadata necessary for climate-signal detection and proxy-target calibration.
2. **Obligations of the Contractor**
	1. The contractor (xxxxxxxxxxxxx) will provide all TRSI data to the Client (SustES) by 10th June 2023 (or earlier).
	2. The Contractor (xxxxxxxxxxxxx) will provide intellectual assistance in the development of joint research papers based on the Client's instructions (following SustES’s research aims). The Client is obligated to name the Contractor as co-author of those research papers that the Contractor and colleagues have assisted with.
	3. Fulfilment of the Contract will be possible by transferring all data in digital form via email or other technical means.

1. **Remuneration and payment conditions**
2. The Client will pay to the Contractor 9,800 CHF (without VAT) within 10 days after the TRSI data have been delivered.
3. 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).
4. An invoice will be accompanied by a list of delivered data. It will be signed by the Contractor and the Client.
5. 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.
6. 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.
7. The invoice considered paid on the day of debiting the relevant amount from the Client's account.
8. The Contractor cannot claim other payments or payments on other dates from the Client.
9. **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 xxxxxxxxxxxxxxxx. The Client's representative may negotiate in the Client’s name in way related with this Contract.
	2. The representative of the Contractor is xxxxxxxxxxxxx. 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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| In Birmensdorf on | In Brno on |
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| Prof. Dr. Paolo Cherubini | Prof. RNDr. Ing. Michal V. Marek, DrSc., dr. h. c. |
| Senior Scientist | Director |
| Eidg. Forschungsanstalt für Wald, Schnee und Landschaft WSL | Ústav výzkumu globální změny AV ČR, v. v. i. |