

**GLOBAL CHANGE RESEARCH INSTITUTE CAS**

as the Client

- and -

**NATIONAL INSTITUTE OF WATER**

**AND ATMOSPHERIC RESEARCH LIMITED**

as the Contractor

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**CONTRACT FOR SERVICES**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**THIS AGREEMENT** is made on this 28th day of February 2024

**BETWEEN:**

1. GLOBAL CHANGE RESEARCH INSTITUTE CAS (*ID 86652079*) a company duly incorporated under the laws of Czech Republic, and having its registered office at Bělidla 986/4a, 603 00 Brno, Czech Republic *(*"**Client**"); and
2. **NATIONAL INSTITUTE OF WATER AND ATMOSPHERIC RESEARCH LIMITED** (NZBN: 9429038971433), a company duly incorporated under the laws of New Zealand, and having its registered office at 41 Market Place, Viaduct Harbour, Auckland, New Zealand (NIWA) ("**Contractor**")

(each a **“Party”** and collectively the **“Parties”**)

**BACKGROUND**

1. The Contractor has expertise in greenhouse gas atmospheric measurements and modelling.
2. The Client needs assistance in greenhouse gas atmospheric measurements and modelling for the purposes of the AdAgriF project, with a goal to understand, measure and model the key processes related to greenhouse gas fluxes in agricultural and forestry landscape (“**Project**”). The Client has retained the Contractor to undertake those services.
3. The Contractor agrees to provide those services upon the terms and conditions set out in this Agreement.
4. APPOINTMENT AND TERM
	1. Appointment: The Client appoints the Contractor to provide the services described in Schedule A (“Services”) and deliver the deliverables/outputs described in Schedule A (“Deliverables”) on the terms and conditions set out in this Agreement, and the Contractor accepts that appointment on the Agreement’s terms and conditions.
	2. Term: This Agreement commences on the start date and ends on the finish date specified in Schedule A or the date the Deliverables are completed, if later, unless agreed otherwise or terminated earlier in accordance with this Agreement (“Term”). This Agreement can have retrospective effect if the start date precedes the date of the Agreement.
5. SERVICES
	1. Supply: Subject to clause 2.4, the Contractor will perform the Services and deliver the Deliverables in accordance with and subject to the terms of this Agreement, including any variations agreed by the Parties. Either Party will promptly notify the other of any actual or anticipated issues that could significantly impact on the Services or the Agreement.
	2. Skill and Diligence: The Contractor will:
		1. carry out, and ensure that its employees, servants, agents and/or approved subcontractors carry out, the Services and deliver the Deliverables with all due care, skill, diligence and efficiency, which would ordinarily be expected from a competent professional, performing the same or similar services as those contemplated by this Agreement;
		2. comply with applicable laws, regulations and codes of conduct, and
		3. ensure that the Services will be performed by the Contractor’s key personnel specified in Schedule A (if any), or a substitute with comparable skills and experience appointed by the Contractor.
	3. Records: The Contractor will keep accurate and systematic records in relation to the Services and Deliverables, and provide the Client with such information related to the Services and Deliverables as they may reasonably require.
	4. Dependencies: The Client acknowledges that the Contractor’s ability to provide the Services and deliver the Deliverables is dependent on certain factors occurring or not occurring as described in Schedule A (“Dependencies”). If the occurrence or non-occurrence of a Dependency affects the Contractor’s ability to provide the Services or deliver the Deliverables, then the Contractor shall notify the Client as soon as practicable and the Parties shall consult in good faith to agree an extension of time, variation to the Services and/or variation to the remuneration payable accordingly.
	5. Financing: The performance of this contract is financed from the project AdAgriF – Advanced methods of greenhouse gases emission reduction and sequestration in agriculture and forest landscape for climate change mitigation CZ.02.01.01/00/22\_008/0004635
6. REMUNERATION
	1. Payment provisions: The Client will pay the Contractor promptly for Services and Deliverables performed pursuant to this Agreement in the amounts, at the times and in the manner set out in Schedule A.
	2. Invoicing: The Contractor will render its invoices in accordance with the timetable set out in Schedule A. The Client will pay valid invoices by the 20th of the month if the invoice is provided to the Client by the 3rd Business Day of that month, or by the 20th of the following month if that invoice is received after the 3rd Business Day of the month. Time shall be of the essence to all payments to be made under this Agreement. Subject to clause 3.6, all payments shall be made without any deduction or withholding except as required by law. If the Client is legally required to make a deduction or withholding, they will concurrently pay to the Contractor such additional amounts as are necessary to ensure the Contractor receives the full amount that they would have received but for the deduction or withholding.
	3. Interest: Default interest of 2% per annum above the Contractor’s main trading bank’s current overdraft rate calculated on a daily basis is payable by the Client in respect of late payments. This provision is without prejudice to any of the Contractor’s other rights or remedies in connection with late payment by the Client under this Agreement.
	4. Currency:

All amounts payable under this Agreement and amounts referred to in Schedule A are in New Zealand dollars.

Any dispute as to the amount payable under this clause shall be resolved in accordance with clause 10.

* 1. GST: If GST is payable in connection with any taxable supply made by the Contractor under this Agreement, the Client shall pay the Contractor any GST payable in connection with the relevant taxable supply in addition to the consideration for that supply, at the same time as the amount to which that supply relates. The Client shall be responsible and liable for its own statutory obligations to pay any taxes, duties, levies, charges or fees of any nature required by the law in New Zealand and in the Client’s jurisdiction.
	2. Disputed amounts: The Client (acting reasonably) will advise the Contractor of any disputed amounts in invoices received from the Contractor prior to the due date for payment. The Contractor will have the opportunity to provide further information to support its claim for payment of such disputed amounts within 5 Business Days for the Client’s consideration and if the amount claimed is still in dispute, either Party may refer the matter to dispute resolution in accordance with clause 10. Notwithstanding the existence of any dispute in relation to all or any portion of an invoice submitted by the Contractor, the Client will continue to pay the undisputed amount of any Contractor invoice when it becomes due and payable in accordance with the terms of this Agreement.
	3. Business Days: A "Business Day" for the purposes of this Agreement means any day not being a Saturday or Sunday, a public holiday observed in Wellington or the period from 27 December to 5 January (inclusive) each year. A Business Day starts at 8:30am and ends at 5:00pm.
1. OUTSIDE ASSISTANCE AND MATERIALS
	1. Third parties: The Contractor may not subcontract the provision of the Services or delivery of the Deliverables to a third party (other than routine laboratory or data processing work) without the prior written approval by the Client (which shall not be unreasonably withheld). Those subcontractors listed in Schedule A are deemed to be approved by the Client.
	2. Ownership: Unless expressly agreed otherwise, the Contractor shall own materials, instruments or equipment supplied or acquired by the Contractor for the performance of the Services and delivery of the Deliverables under this Agreement.
2. HEALTH AND SAFETY
	1. General obligations: In accordance with the Health and Safety at Work Act 2015, the Parties will consult with each other, and with any subcontractors or anyone else involved in the work, to manage all hazards and risks that they can each influence. Each Party is responsible for complying with its own statutory obligations, and nothing in this Agreement changes that. The Parties each agree to comply with all of their obligations under this clause 5 as soon as reasonably practicable.
	2. Consideration of risks and hazards: The Client will inform the Contractor of any of the work they consider to be hazardous and any measures they reasonably require to manage the hazards and risks, including, where applicable, as set out in the Client’s health and safety plans.

The Contractor will prepare a health and safety plan for the work (the “**Plan**”). This must identify all anticipated hazards and risks and measures to manage those hazards and risks, including any measures identified by the Client or required by regulation or industry practice. The Contractor will provide the Plan to the Client for their review and feedback and will then revise it to address that feedback.

It is desirable that all the requirements of this clause 5.2 are completed before this Agreement is finalised, but in any event, they must be completed before work starts.

* 1. Ongoing compliance with and maintenance of the Plan: The Parties will comply with the Plan. The Contractor will comply with any other reasonable health and safety request made by the Client. Should either Party be in default of any of its health and safety obligations under this Agreement or the other Party reasonably considers that it is unsafe for the Contractor to continue to provide the Services, the other Party may require the suspension of performance of the Services until the default is rectified or it is safe to continue with the Services.

The duty of the Parties to consult with each other to manage health and safety hazards and risks continues throughout the Term. If at any stage during the Term either Party identifies a hazard or risk related to the work that is not addressed in the Plan, the Contractor shall update the Plan using the process set out in clause 5.2 above.

The Parties, and where appropriate any relevant other parties, shall meet as required during and/or at the end of the Term to review health and safety matters and to agree any changes or improvements to health and safety processes. Where applicable, the Contractor must update the Plan to reflect these. The Client may at any time monitor and check the Contractor’s activities to ensure that they comply with the Plan. The Contractor must provide whatever access and information the Client reasonably requests to enable this.

* 1. Variations due to safety hazards or risks: The Contractor shall notify the Client if they reasonably believe that due to circumstances identified after this Agreement is finalised the safe management of a hazard or risk is likely to affect its ability to provide the Services or deliver the Deliverables. The Parties shall then consult in good faith to agree an extension of time, variation to the Services, variation to the remuneration payable and/or termination of this Agreement.
	2. Subcontractors: The Contractor will take all reasonably practicable steps to assure itself that, from a health and safety perspective, each subcontractor is competent to undertake the work required of them before they commence work, and will provide the Client with any information they require to assess whether to approve the subcontractor. The Contractor shall take all reasonably practicable steps to ensure that all subcontractors are aware of and comply with the Plan and any other reasonable health and safety request made by the Client together with the other obligations in this clause 5 to the extent applicable to the work they are undertaking.
	3. Notification: The Contractor shall as soon as practicable notify the Client if any of the following occur during the Term in relation to the provision of the Services:
		1. any work-related personal harm requiring medical treatment greater than first aid or resulting in at least one full day off work; or
		2. a notifiable injury, illness, incident or event; or
		3. the notification to WorkSafe under the Health and Safety at Work Act 2015.
1. INTELLECTUAL PROPERTY
	1. Definitions: For the purposes of this Agreement:

**“Data”** means the data, metadata and factual information collected or created by the Contractor in the course of providing the Services or Deliverables or otherwise created under this Agreement.

**“Intellectual Property”** means any patent, trademark, service mark, copyright, right in a design, know-how, trade names, domain names, database rights, inventions, trade secrets, confidential information and any other rights of a similar nature, whether registered, in the course of being registered or unregistered (and any right to register), and any analogous rights worldwide.

**“Pre-existing Intellectual Property”** means any Intellectual Property existing prior to the date of this Agreement or created independently of it which is used under this Agreement. Pre-existing Intellectual Property includes any amendments, improvements or adaptations made to such Intellectual Property under this Agreement which are unable to be used independently of it.

**“New Intellectual Property”** means any Intellectual Property produced or created in performance of the Services under this Agreement, which is able to be used independently of any Pre-existing Intellectual Property, but does not include Intellectual Property in the Data.

**“Residuals”** means technical information related to the Services or the Deliverables in non-tangible form that may be retained in a person’s memory unaided, such as ideas, concepts, know-how or techniques.

* 1. Pre-existing Intellectual Property: All Pre-existing Intellectual Property remains the property of its owner.

The Contractor grants to the Client a non-exclusive, perpetual, royalty-free licence to use, copy and modify any of the Contractor’s Pre-existing Intellectual Property utilised in the Deliverables provided that Contractor’s Pre-existing Intellectual Property must remain incorporated in, and must not be used, developed, sold, licensed or distributed in a manner that is or allows it to be used separately from, the Deliverables.

The Client grants to the Contractor a non-exclusive, perpetual, royalty-free licence to use, copy and modify any of the Client’s Pre-existing Intellectual Property, and any of the Client’s Intellectual Property created under the Agreement, as is necessary for the purposes of the Contactor performing its obligations or exercising its rights set out in this Agreement.

* 1. New Intellectual Property: Subject to the Client paying the Contractor in full all remuneration due under this Agreement relating to any specific New Intellectual Property, then that New Intellectual Property incorporated into the Deliverables shall be jointly owned by the Parties. Each Party irrevocably grants to the other a non-exclusive, perpetual, royalty-free licence to use, copy and modify the New Intellectual Property for any purpose. Each Party will take all action and execute all documents necessary to give full effect to this clause and for the Parties to protect, realise and use the New Intellectual Property in accordance with it.

All New Intellectual Property which is not incorporated into the Deliverables shall be owned by the Contractor.

The Contractor does not warrant the suitability of the New Intellectual Property or the Contractor’s Pre-existing Intellectual Property for any purpose other than use as part of the Deliverables or any other use stated in this Agreement.

* 1. Data and factual information:

The ownership of the rights in the Data shall, upon full compliance by the Client with its obligations under clause 3, vest solely, exclusively and absolutely in the Client. The Client hereby grants the Contractor an unrestricted, perpetual, non-exclusive, non-transferable, royalty-free, world-wide licence, with the right to sub-license, to hold, store, copy and use the Data for any purpose.

* 1. Attribution: The Client shall attribute any use of New Intellectual Property together with any permitted use or disclosure of any Pre-existing Intellectual Property or Data owned by the Contractor (including any use as part of a Deliverable) in such a way as to expressly identify the Contractor as the source of it.
	2. Residuals: Either Party may:
		1. independently use the Residuals resulting from their involvement in this Agreement; and
		2. acquire, licence, provide, develop or commercialise for itself or others the same or similar technology, services and/or products as contemplated by this Agreement,

provided that any such use or action does not breach the other Party’s rights to Intellectual Property or confidentiality as set out under clauses 6 and 7.

1. CONFIDENTIALITY
	1. Confidential Information: Each Party will, during the course of this Agreement, learn and have access to confidential information of and/or about the other Party. Such information includes information which is either identified by the disclosing Party as being confidential, or which by its nature may reasonably be regarded as being culturally or commercially sensitive and/or of commercial value to the disclosing Party or any of its subsidiaries, clients, collaborators or suppliers and therefore confidential, and may include (but is not restricted to) personnel, structures, finances, business strategies or arrangements, research and/or development activities or plans, product information, manufacturing information, testing methods or results, data and data analysis techniques (“Confidential Information”).
	2. No disclosure or use: Each Party agrees for a period of 5 years from termination or expiration of this Agreement to keep the other Party’s Confidential Information confidential and not to disclose or use such information in any way except:
		1. with the prior written consent of the other Party;
		2. where the Confidential Information subsequently becomes part of the public domain other than by way of breach of this Agreement;
		3. to the extent reasonably necessary to perform its obligations under this Agreement and, for the Contractor, to subcontract to permitted parties in accordance with this Agreement, or
		4. as required by law (including under clause 7.3), a ministerial or parliamentary convention, or by any other regulation, rules or policy that are binding on that Party.
	3. OIA disclosure: The Client acknowledges that the Contractor, as a Crown Research Institute, is subject to the provisions of the Official Information Act 1982 (“OIA”) and agrees that the Contractor may disclose information relating to this Agreement (which may include Confidential Information) to the extent required to comply with its obligations under the OIA.
	4. Employees: The Parties will only give access to Confidential Information to those employees who need to have access to that information to enable such Party to fulfil its obligations under this Agreement. Prior to such disclosure, the disclosing Party will advise those employees of the confidential nature of that information and its confidentiality obligations under this Agreement, and will ensure such employees are bound by the same obligations of confidence.
	5. Third parties:
		1. Where a Party wants to disclose any Confidential Information to a third party, for the purposes of enabling that third party to assist in the provision of the Services or delivery of the Deliverables, that Party shall notify the other Party of its intention to disclose, the nature and extent of that disclosure and identify the party to whom disclosure will be made;
		2. The Party seeking to disclose shall only disclose that Confidential Information after receiving express written agreement from the other Party; and
		3. Prior to disclosing any Confidential Information, the disclosing Party will advise the third party of its confidentiality obligations under this Agreement, and ensure the third party is bound by the same obligations of confidence.
	6. Security: Each Party will use all reasonable endeavours to protect all information and materials provided by the other Party in its possession, power or control and connected with this Agreement from unauthorised access, or use, by a third party or misuse, damage or destruction by any person.
	7. Delivery up: Upon termination or expiration of this Agreement, for whatever reason, the Parties will, cease to use, and will on request deliver up to the other Party all documents, information, data and other material relating to or connected with the other Party’s Confidential Information arising from this Agreement and all copies and duplicates of those items. However, a Party may retain one copy of any Confidential Information to meet its legal or regulatory obligations (including under the Public Records Act 2005).
2. PUBLICITY / ENDORSEMENT
	1. Name: A Party will not refer to the other Party in any way (including but not limited to reference to business location and employees) or to any aspect of the existence or terms of this Agreement, to promote itself or its products in any manner without the prior written consent of the other Party.
	2. Statement: The Parties will not make any statement on behalf of the other Party or any client of the other Party, or by any action, statement or omission do anything which may cause the other Party or any client of the other Party to be brought into disrepute.
3. SUSPENSION AND TERMINATION
	1. Suspension of obligations: Either Party may suspend performance of its obligations under this Agreement at any time if the other Party is in default in the performance of any material obligation under this Agreement.
	2. Termination for cause: If a Party defaults in the performance of any of its duties or obligations under this Agreement and the default is not reasonably capable of remedy or, if it is reasonably capable of remedy, is not remedied within ten (10) Business Days of the other Party providing the defaulting Party with written notice specifying the default, then the other Party may, by giving written notice to the defaulting Party, terminate this Agreement.
	3. Immediate termination: Either Party may terminate this Agreement at any time on written notice with immediate effect if:
		1. A member of the Contactor’s key personnel specified in Schedule A becomes unavailable and the Contractor is unable to provide a substitute under clause 2.2(c) within a reasonable timeframe;
		2. The occurrence or non-occurrence of a Dependency affects the Contractor’s ability to provide the Services and cannot be resolved in accordance with clause 2.4 within a reasonable timeframe;
		3. The other Party is adjudged bankrupt or insolvent; has an administrator, receiver, liquidator, statutory manager, mortgagee’s or chargee’s agent appointed in respect of any of its assets; enters into a compromise with its creditors; becomes subject to any form of external administration; ceases for any reason to continue with its business; suspends, or threatens to suspend the payment of its debts generally; or is the subject of any other insolvency event or proceedings analogous to any of the foregoing occurring in any relevant jurisdiction; or
		4. The other Party breaches clause 12.6.

In addition, the Contractor may terminate this Agreement at any time with immediate effect they reasonably believe that continuing to provide Services may give rise to breach of a statutory or other legal obligation or breach of contract with a third party, where such breach (or potential breach) could not have been identified by the Contractor through reasonable enquiries prior to execution of the Agreement.

* 1. Termination without prejudice: Termination of this Agreement, for any reason, will be without prejudice to the rights and obligations of the Parties up to and including termination. Upon termination the Client shall pay the Contractor and the Contractor shall be entitled to retain payment for any work undertaken in whole or in part in performance of the Services (including any Deliverables developed in part but not yet delivered) up to the date of termination, and any reasonable committed costs and expenses.
1. DISPUTES
	1. Negotiation: In the event of any dispute arising out of or in connection with this Agreement, a Party will as soon as reasonably practical give the other written notice of that dispute. The Parties shall then use their best efforts to settle the dispute. To this effect, they shall discuss, consult or negotiate with each other in good faith and attempt to reach a solution satisfactory to both Parties.
	2. **Mediation:** If within 10 Business Days of receipt of notice of a dispute, the matters in the notice of dispute remain unresolved, the Parties may within a further 5 Business Day period agree to refer the dispute to mediation. If the Parties agree to go to mediation, they will have 5 Business Days to agree on a suitable and mutually acceptable person to act as mediator. In the absence of agreement as to the identity of a suitable mediator either Party may ask the Arbitrators’ and Mediators’ Institute of New Zealand Inc. (AMINZ) to appoint a suitable mediator.
	3. Disputes not resolved by mediation: A dispute that is not resolved by mediation, within fifteen (15) Business Days of the appointment of a suitable mediator, or where the Parties do not agree to go to mediation, may be referred by either Party to a court of competent jurisdiction.
	4. Urgent relief: Nothing in this Agreement will stop a Party from commencing court proceedings in relation to any dispute in connection with this Agreement at any time where that Party seeks urgent injunctive or interim relief.
2. LIABILITY
	1. Exclusion of consequential loss: Neither Party shall be liable to the other for any indirect or special loss, consequential loss, loss of profits or loss of revenue of any party (including of any third party) arising pursuant to this Agreement provided that this clause does not limit:
		1. the liability of the Parties for any wilful misconduct or fraud or a breach of clauses 6 (Intellectual Property) or 7 (Confidentiality); or
		2. the Client’s payment obligations under this Agreement.

Furthermore, the Parties shall only be liable to the proportional extent of their contribution to any loss or damage.

* 1. Limitation of Contractor liability: Subject to clause 11.1 above, the Contractor’s total aggregate liability to the Client, or any other party, under or in connection with this Agreement (including under any indemnity) shall not under any circumstance exceed the total amount paid or payable by the Client to the Contractor pursuant to this Agreement.
	2. Consumer Guarantees Act and Fair Trading Act: The Client and the Contractor agree that where all, or any of, the Services are acquired for the purposes of a business, the provisions of the Consumer Guarantees Act 1993 and sections 9, 12A and 13 of the Fair Trading Act 1986 are excluded in relation to those Services.

*Third-party data disclaimer*

While reasonable care has been taken to ensure the accuracy and completeness of any third-party data used by the Contractor to deliver the Services and/or which may be included in the Deliverables, no warranty of this accuracy or completeness is provided. Notwithstanding any other provision of this Agreement, the Contractor is not liable for any costs, losses or damages the Client may incur or suffer arising out of the use of or reliance on such third -party data, except that which cannot be excluded by law.

1. MISCELLANEOUS
	1. Notices:
		1. Any notice given under this Agreement may be served by hand or courier, by prepaid registered post or by completed email transmission, to the relevant Party’s address listed in Schedule A or as otherwise notified in writing by that Party from time to time.
		2. Any notice will be deemed to have been served:

on the date it is delivered where delivered by hand or by courier;

after ten Business Days from the date of being posted if sent by post, or

eight hours after confirmation of receipt of transmission if sent by email.

Proof that the notice was properly addressed and sent is sufficient evidence of service.

* + 1. Notices served after 5pm on a Business Day, or on a day which is not a Business Day, shall be deemed to have been served on the next succeeding Business Day.
	1. Entire agreement:
		1. This Agreement (together with the Schedule(s)) constitutes the entire agreement between the Parties with respect to the Services and the Deliverables.
		2. This Agreement supersedes all prior understandings between the Parties with respect to the Services, whether written or oral, which will be of no further force or effect.
	2. No Waiver:
		1. No failure or delay on the part of either Party in exercising any power or right under this Agreement will operate as a waiver, or as an affirmation of the Agreement, nor will any single or partial exercise of such right or power preclude any other or future exercise of the same or any other right or power under this Agreement.
		2. No waiver by a Party of any provision of this Agreement will be binding unless expressly made and confirmed in writing by that Party and the other Party to this Agreement. Further, any such waiver will relate only to such matter, non-compliance or breach to which it expressly relates and will not apply to any subsequent non-compliance, breach, or other matter.
	3. Insurance: The Contractor will ensure they have adequate and appropriate insurance cover for the provision of the Services and delivery of the Deliverables including (but not limited to) public liability and professional indemnity cover for the Term and for a period of at least twelve (12) months following termination or expiration of the Agreement.
	4. Independent contractor: Nothing in this Agreement creates a partnership, joint venture, employment relationship or agency between the Parties. The Contractor is an independent contractor and does not have any right or power to bind or act on behalf of the Client without the Client’s written consent.
	5. Assignment:
		1. Neither Party will assign or otherwise transfer the benefits and obligations under this Agreement to any other party unless they receive the prior written consent of the other Party (not to be unreasonably withheld or delayed).
		2. Any change in control of a Party resulting from a merger, consolidation, share transfer or asset sale shall be deemed an assignment for the purposes of this clause.
	6. Force Majeure:
		1. Force majeure events include any circumstances beyond the reasonable control of a Party, including but not limited to: acts of God, significantly adverse environmental conditions, epidemics or pandemics (including without limitation the Coronavirus disease (COVID-19)), accident, insurrection, civil disturbance; any acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; or industrial action or trade disputes, except where restricted to employees of a Party, but a force majeure event shall not include the effects of insolvency or other financial difficulty.
		2. Neither Party shall be liable for a breach of its obligations under this Agreement to the extent that performance of such obligations is prevented or delayed by a force majeure event.
		3. If a force majeure event prevents or delays a Party from performing its obligations under this Agreement then the relevant Party shall:

promptly notify the other Party giving particulars of the force majeure event, how it is preventing or delaying performance of its obligations and the likely period of such prevention or delay;

make reasonable efforts to mitigate the effect of the force majeure event and to fulfil its obligations under the Agreement as far as is reasonably practicable, and

recommence performance of its obligations under this Agreement as soon as reasonably practicable once the force majeure event has ended.

* + 1. On notification under clause 12.7(c)(i), the Parties will consult with each other in good faith, and, as appropriate, to agree a revised timetable for the Services, appropriate payment terms for any Services performed prior to the force majeure event (to the extent not adequately addressed through the Client’s existing payment obligations), changes to the Deliverables or alternative strategies or arrangements to help overcome or better mitigate the effects of the force majeure event.
		2. If a force majeure event prevents or delays a Party from performing its obligations under this Agreement for a period of sixty (60) consecutive Business Days, then either Party may (subject to the cessation of the force majeure event or agreement between the Parties under clause 12.7(d)) terminate this Agreement upon ten (10) Business Days’ notice.
	1. No enticement: The Client will not at any time during, or for a period of 6 months after the end of, the Term deliberately seek to employ or hire any person who is or has been employed by the Contractor and involved in the work under this Agreement without the Contractor’s written consent. This does not apply where the person has responded to a legitimate advertisement.
	2. Variation: No modification, alteration or addition to this Agreement will be binding upon the Parties unless it is signed or agreed to in writing by authorised representatives of both Parties.
	3. Survival: The provisions of this Agreement which are stated or intended to survive termination or expiry of this Agreement will do so, including (but not limited to) intellectual property, confidentiality, publicity, endorsement and liability or any other remedies at law.
	4. Severabilty: If any provision of the Agreement is void or unenforceable, for any reason, the remainder of the Agreement will remain in full force and effect and will not be terminated.
	5. Counterparts:
		1. This Agreement may be signed in any number of counterparts (including scanned and emailed copies), which taken together will constitute a binding and enforceable agreement.
		2. Where a Party signs the Agreement electronically or transmits a signed copy electronically (whether by email or otherwise), then the other Party is entitled to rely on that copy (including the signatures) as being valid and complete, and its contents as accurately reproducing the original.
	6. Governing Law: This Agreement will be governed by and interpreted in accordance with the laws of New Zealand, and the Parties submit to the exclusive jurisdiction of the New Zealand Courts.
	7. 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.

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| --- | --- | --- |
| Signed for and on behalf of Global Change Research Institute CAS by: |  | Signed for and on behalf of NIWA by: |
| Signature |  |  | Signature |  |
| Name | prof. Michal V. Marek |  | Name | John Morgan |
| Position | Director |  | Position | Chief Executive  |
| Date |  |  | Date |  |

**SCHEDULE A**

|  |  |
| --- | --- |
| 1. Services
 | Year 1 (March 15, 2024-June 30, 2024):* xxxxxxxxx will provide the CarbonWatch-NZ inverse modelling code to the Client (under a NIWA data access agreement). Additional input modelling data (i.e., prior fluxes, transport model, atmospheric observations) to the inversion system will be obtained by the Client.

Year 1 – Year 5 (March 15, 2024-June 30, 2028):* xxxxxxxxx and xxxxxxxxxxxxxxxxxxx shall consult with the Client on atmospheric greenhouse gas inverse modelling techniques.
* xxxxxxxxx shall consult with the Client on atmospheric greenhouse gas measurement techniques.
* The Contractor shall attend meetings as needed.
* In-person visits between the Client and Contractor when appropriate.
 |
| 1. Deliverables
 | Year 1 – Year 5 (March 15, 2024-June 30, 2028):* xxxxxxxxx and xxxxxxxxxxxxxxxxxxx shall advise on the development of the atmospheric greenhouse gas modelling system.
* xxxxxxxxx and xxxxxxxxxxxxxxxxxxx shall advise on adjusting the CarbonWatch-NZ inverse modelling code for the Czech Republic.
* xxxxxxxxxxxxxxxx shall advise on and provide technical support on atmospheric greenhouse gas measurement systems.
* The Contractor will attend meetings as needed to discuss atmospheric greenhouse gas measurement and modelling techniques.
 |
| 1. NIWA contact and address for notices
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|  |  |
| --- | --- |
| **Project Manager:** | xxxxxxxxxxxxxxxx |
| Address: | xxxxxxxxxxxxxxxxxxx |
| Phone: | xxxxxxxxxxxxxxxx |
| Email: |  xxxxxxxxxxxxxxxx |
| **Project Coordinator:** | xxxxxxxxxxxxxxxx |
| Address: | xxxxxxxxxxxxxxxx |
| Phone: | xxxxxxxxxxxxxxxx |
| Email: |  xxxxxxxxxxxxxxxx   |

 |
| 1. Client contact and address for notices:
 |

|  |  |
| --- | --- |
| Name: | xxxxxxxxxxxxxxxx |
| Address: | xxxxxxxxxxxxxxxx |
| Phone: | xxxxxxxxxxxxxxxx |
| Email: | xxxxxxxxxxxxxxxx |

 |
| 1. Start Date:
 | March 15, 2024 |
| 1. Finish Date:
 | June 30, 2028  |
| 1. Remuneration:
 | Based on a conversion rate of 1 CZK=0.0694 NZD a total of 128,386 NZD (CZK 1,848,244) will be paid over the 5-year contract term:

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| Period | Estimated total hours allowed | NZD $ |
| Year 1 (March 15, 2024 – June 2024) | 140 | 36,049.00  |
| Year 2 (June 2024 – June 2025) | 120 | 31,714.00  |
| Year 3 (June 2025 – June 2026) | 70 | 19,287.00  |
| Year 4 (June 2026 – June 2027) | 95 | 27,765.00  |
| Year 5 (June 2027 – June 2028) | 45 | 13,571.00  |

Services are Zero-rated (0%) for GST.Any additional services would be agreed and charged at Contractors standard hourly rates.Research VisitsIn addition to the Remuneration, specified in the table above, the Client with cover the in-person costs (i.e., airfares, accommodation, meals) of research visits by the Contractor to the Client. The Client will, through the AdAgriF research project, support research visits on a per—diem basis of the Contractors researchers while in the Czech Republic. Research stays shorter than 30 days will be covered on a per--diem flat rate of 4400 CZK (~170 Euro) per day. The Client and the Contractor will agree on a research visit plan and the Client will provide the Contractor with an estimate of per--diem funding before each visit. Within three days of each visit the Client will inform NIWA contact person (as per item 3) of the exact sum transferred to the Contractors employee bank account, including a copy of the money transfer.The Contractor will also invoice the Client for air travel costs on completion of the visit. |
| 1. Payment Schedule:
 | The Client shall pay the Contractor, upon receipt of an appropriate tax invoice (with identification of the project - AdAgriF CZ.02.01.01/00/22\_008/0004635), quarterly payments on the dates and amounts set out in the table below.

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| Period | Quarterly payment dates | NZD |
| Year 1 | 30 April & 30 June | 18,024.50 |
| Year 2 | 30 Sept, 31 Dec, 31 March & 30 June  | 7,928.50 |
| Year 3 | 30 Sept, 31 Dec, 31 March & 30 June  | 4,821.75 |
| Year 4 | 30 Sept, 31 Dec, 31 March & 30 June  | 6941.25 |
| Year 5 | 30 Sept, 31 Dec, 31 March & 30 June  | 3392.75 |

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| 1. Special Considerations:
 | The Parties acknowledge that the Coronavirus disease (COVID-19) is an ongoing event at the date of this Agreement, and that notwithstanding the Parties’ awareness of the existence of that event, it may still constitute a “force majeure event” for the purposes of clause 12.7 and may also give rise to a variation under clause 5.4 (subject to the terms of those clauses). |
| 1. Key Personnel
 | Xxxxxxxxxxxxxxx, xxxxxxxxxxxxxxxxxxx, xxxxxxxxxxxxxxxxxx |
| 1. Dependencies
 | * Timely input from the Client and other stakeholders.
* Information/ data we receive from the Client or third parties is of sufficient quality to provide the Services within budgeted price.
* Third-party data and input modelling data to the inversion system described in Deliverables to be organised by the Client.
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