



ČESKÁ
GEOLOGICKÁ
SLUŽBA

Číslo jednací: ČGS/300/24/3599

Framework agreement for analytical work

CGS 724067

concluded under the provisions of §1746 (2) of Act No. 89/2012 Coll., the Civil Code, as amended
(hereinafter referred to as the "Civil Code")

On the day, month and year set out below, the parties

Name: Czech Geological Survey
State organization established by the Ministry of the Environment,
Measure No. 02/2024 No.: MZP/2024/270/843
Registered office: Klárov 131/3, 118 00 Praha 1
ID No: 00025798
Tax No: CZ00025798
Represented by: Zdeněk Venera, Ph.D., Director

Contact person for material performance:



(hereinafter referred to as the "**Client**")

and

Name: University of California Santa Barbara
Registered office: Earth Science
TAX ID: 95-6006145
Represented by: Andrew Kylander-Clark

(hereinafter referred to as the "**Provider**")

(the Provider and the Customer are hereinafter also referred to as the "**Parties**")

have concluded

Framework agreement for analytical work

(hereinafter also referred to as the "Framework agreement" or the "Agreement")

I. Introductory provisions

- 1.1. This Agreement aims to establish a bilateral relationship between the Parties, outlining their rights and obligations related to the implementation of this Agreement following the relevant laws, in order to provide the Parties with the highest possible legal certainty and to fulfill the obligations established in this Agreement.

II. Subject of the framework agreement

- 2.1. The purpose of this Framework agreement is to regulate the mutual relationship between the Client and the Provider in the provision of analytical services, which involves **conducting dating of zircons, monazites, rutiles, titanites, and calcites using laser ablation, including trace element measurements**, following the client's requirements specified in the Work Specification in Annex No. 1 of this Framework agreement (hereinafter referred to as the "subject of performance"), including the delivery of the analysis results to the Client, for the price set out in Article III, Paragraph 3.2 of this framework agreement and under the conditions specified in this Agreement, based on the specific requirements of the Client within individual partial contracts or orders.

III. Partial contracts

- 3.1. The individual partial contracts for the provision of the subject matter will be concluded based on this Framework agreement, upon a written request for performance (hereinafter referred to as "order"). The Client will issue a written order for the provision of the subject matter, which will include in particular the order number, identification of the Client and the Provider, specification of the subject matter of the performance, completion deadline and scope, and the date of the order. The Client will deliver the order to the Provider via email to the address (Provider's email), with the Provider confirming the order in writing and delivering the confirmed order back to the Client within 2 calendar days from the delivery of the order to the Provider.
- 3.2. Individual partial orders will be carried out based on the needs of the Client following this Framework agreement at the unit prices below or up to the amount reaching a maximum of 2,000,000 CZK excluding VAT:

	/hour	/day*
LASS	\$420 without VAT	\$3,580 without VAT

* Includes 2 hours/day of technical support.

IV. Payment terms and price for providing performance

- 4.1. The price for the provision of services will be determined solely based on unit prices specified in Art. III. Para. 3.2 of this Framework agreement and in the scope of services required for each individual order.

- 4.2. The prices for the subject of performance mentioned in Article III, paragraph 3.2 of this framework agreement are final. They cannot be changed except in cases of changes in VAT rates or other tax regulations affecting the price. If there is a change in the VAT rate, the date of the change will determine the new price.
- 4.3. The price for the provision of performance by the Provider shall be paid by the Client in US dollars based on a duly and legitimately issued accounting and tax document (invoice). The due date of the invoice is agreed to be 21 days from the date of its verifiable delivery to the Client.
- 4.4. In the event of the Client's delay in payment of the invoice, the Client undertakes to pay the Provider default interest at the rate of 0.01% of the relevant amount due for each day of delay.
- 4.5. Proper issuance of an invoice means the issuance of an invoice by the provider that has all the requirements of an accounting and tax document within the meaning of Act No. 563/1991 Coll., on Accounting, as amended, and Act No. 235/2004 Coll., on Value Added Tax, as amended. If an invoice is not issued properly, legitimately, does not contain the attachment required by the Client, or if it contains factual or formal inaccuracies if it does not comply with the legal requirements, the Client shall be entitled to return it to the Provider for completion or correction, without being in default with the due date of such invoice. The due date shall start anew on the date of delivery of the duly corrected or completed invoice to the Client.
- 4.6. Legitimate invoicing means the issuance of an invoice by the Provider based on proper and timely performance.
- 4.7. If the invoice is not legitimately issued, the Client is not obliged to reimburse it.
- 4.8. The invoice shall always be accompanied by a table in which the price for the provision of the partial performance is explicitly broken down into items following the individual orders under Article III of this Agreement.

V. Term of performance

- 5.1. The subject of performance will be duly provided by the Provider always in the scope and within the deadlines specified in the individual orders.

VI. Obligations of the Provider

- 6.1. The Provider is obliged to properly perform the activities required under this Agreement and its annexes.
- 6.2. The Provider unconditionally agrees to publish the full text of the Agreement under the law and related regulations. Disclosure of the contents of the Agreement shall not be considered a breach of the obligation of confidentiality.

VII. Complaints, warranty

- 7.1. Any defects in the object of performance shall be claimed by the Client without undue delay after the defect has been discovered. The Provider shall be obliged to remove the defects immediately, but no later than within 5 working days from the receipt of the defect report and the request for its removal to the e-mail of the Provider's contact person specified in Article X of this Agreement. The e-mail message containing the defect report shall be deemed to have been received in the e-

mail inbox of the contact person of the provider referred to in Article X of this Agreement no later than 12 hours after it was sent.

VIII. Contractual penalties

- 8.1. In the event of the Provider's delay in providing the services specified in Article 2.1 of this Agreement within the agreed deadline according to the individual orders, the Provider shall be obliged to pay the Client a contractual penalty of 0.05% of the price of the order in question calculated excluding VAT for each day of delay.
- 8.2. The contractual penalty agreed under this Article is payable within 15 calendar days of the date of receipt of the written claim for the contractual penalty, to the account of the Client. The Client shall be entitled to set off the contractual penalty against any invoices due from the Provider.
- 8.3. Payment of any contractual penalty under this Agreement shall not affect any claim for damages. If a court reduces the contractual penalty, the Parties agree that the right to damages shall remain to the extent that the damages exceed the amount determined by the court. Contractual penalties under this Agreement may be accumulated without limitation.

IX. Effectiveness of the Agreement. Termination of the Agreement

- 9.1. This Agreement shall enter into force and effect upon its signing by both Parties.
- 9.2. This Agreement is concluded for a definite period of 4 years from the date of entry into force of this Agreement or until the maximum amount of funds of CZK 2.000.000,- excluding VAT is exhausted, whichever is earlier.
- 9.3. The scope of performance under this Framework agreement will be determined by the actual needs of the Client and its financial (budgetary) capabilities.
- 9.4. The Agreement may be withdrawn only for the reasons set out in this Agreement or in generally binding legal regulations. The Client has the right to withdraw from this Agreement:
- i. if the Provider has repeatedly, i.e. at least three times, violated any of the obligations or prohibitions under Article VI of this Agreement,
 - ii. if insolvency proceedings have been initiated against the provider according to Act No. 182/2006 Coll., on bankruptcy and methods of its resolution (Insolvency Act), as amended;
 - iii. if the Provider fails to provide the subject of performance under this Agreement in adequate quality, i.e. following this Agreement including its annexes and individual orders, and fails to remedy the situation even after a prior written request from the Client;
- 9.5. Upon withdrawal from the Agreement, all rights and obligations of the Parties under this Agreement shall cease. Withdrawal from the Agreement shall not affect claims for damages, claims for contractual penalties, and those obligations of the Parties which, under the Agreement or by their nature, are to continue or which are provided for by law or other legal regulation.
- 9.6. The Client shall be entitled to withdraw from the Agreement if it finds that the Provider has offered, given, received, or brokered anything of value to influence the conduct or actions of anyone, whether a public official or otherwise, directly or indirectly, in the procurement process or the performance of the Agreement, misrepresented facts to influence the procurement process

or the performance of the Agreement to the detriment of the Client, including the use of fraudulent practices to suppress and reduce the benefits of free and open competition.

- 9.7. The Client has the right to terminate this Agreement without giving any reason with 30 days' notice starting on the first day of the month following the month in which the notice is delivered to the Provider.

X. Provisions on delivery, contact persons

- 10.1. The Parties have agreed and the Provider has determined that the person authorized to represent the Provider in all matters relating to the implementation of this Agreement or individual orders under Article III, paragraph 1 of this Agreement is: Contact person
- 10.2. The Parties have agreed and the Client has designated that the person authorized to represent the Client in all matters relating to the implementation of this Agreement or individual orders under Article III, paragraph 1 of this Agreement is: Daniela Třebínová, delivery address: Klárov 131/3, 118 00 Prague 1, tel: +420 734 729 355, email: daniela.trebinova@geology.cz
- 10.3. All correspondence, instructions, notices, withdrawals, requests, records and other documents arising under or in connection with this Agreement between the Parties shall be in writing in the Czech or English language and shall be delivered either personally or by registered mail to the hands and delivery addresses of the persons authorized under this Agreement.
- 10.4. An incoming mail sent using a postal service provider shall be deemed to have arrived on the third business day after dispatch, but if sent to an address in another state, on the fifteenth business day after dispatch.
- 10.5. The Parties agree that electronic mail may also be used for mutual communication; however, for matters relating to the amendment or termination of this Agreement, delivery by mail or in person shall be used.
- 10.6. If, during the term of this Agreement, there is a change in the address of any of the Parties or their representatives under paragraphs 1 or 2 of this Article, the Party concerned shall promptly notify the other Party in writing of such change in the manner specified in this Article.

XI. Final provisions

- 11.1. The relations between the Parties shall be governed by the applicable law of the Czech Republic. In matters not expressly covered by this Agreement, legal relations arising and resulting from it shall be governed by the relevant provisions of the Civil Code and other generally binding legal regulations.
- 11.2. Any amendments or additions to this Agreement may be made only by written agreement of the Parties, and the exchange of e-mail or other electronic messages shall not be deemed to be in writing for this purpose. Such agreements shall take the form of dated, numbered, and signed amendments to the Agreement by both Parties.
- 11.3. If the ground of nullity applies only to a provision of the Agreement, only that provision is null and void unless it is clear from its nature, content, or the circumstances in which it was agreed that it cannot be separated from the rest of the content of the Agreement. The Parties undertake

to replace the invalid provision of this Agreement without delay with another valid provision similar in content to the invalid provision.

- 11.4. The Provider is not entitled to assign any rights and/or obligations under this Agreement to third parties without the prior written consent of the Client.
- 11.5. Any disputes arising between the Parties under or in connection with this Agreement shall be resolved primarily by negotiation between the Parties. If such disputes are not resolved within a reasonable time, the competent courts of the Czech Republic shall be used to hear and determine such disputes.
- 11.6. The provider undertakes to cooperate in the performance of financial control by § 2e) of Act No. 320/2001 Coll., on financial control, as amended. The Provider further undertakes to allow all authorized entities to inspect documents related to the performance of the public contract for the period of time specified for their archiving in accordance with the relevant legal regulations.
- 11.7. The Parties undertake to handle personal data under Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons concerning the processing of personal data and on the free movement of such data and under Act No 110/2019 Coll. on the processing of personal data and Act No 111/2019 Coll. amending certain acts in connection with the adoption of the Act on the processing of personal data.
- 11.8. The Parties declare that they have read this Agreement before signing it and agree to its contents without reservation. The Agreement expresses their true, genuine, free, and serious will. In witness of the authenticity and integrity of these declarations, the Parties' authorized representatives shall affix their handwritten signatures.
- 11.9. The Agreement shall be drawn up in triplicate, each of which shall have the force of an original. The Client shall receive two copies and the Provider one copy.
- 11.10. The Parties declare that, before the conclusion of this Agreement, they have duly fulfilled all the material conditions for the valid conclusion of this Agreement arising from the applicable legal regulations as well as from their applicable internal regulations, and further declare that the conclusion of this Agreement will not violate any of their legal or contractual obligations.
- 11.11. The annexes to this Framework agreement form an integral part of this Agreement:

Annex 1 - Specification of works

In Prague on



Digitálně podepsal
Zdeněk Venera
Datum: 2024.08.23
10:28:54 +02'00'

.....
Mgr. Zdeněk Venera, Ph.D.
Director of Czech Geological Survey

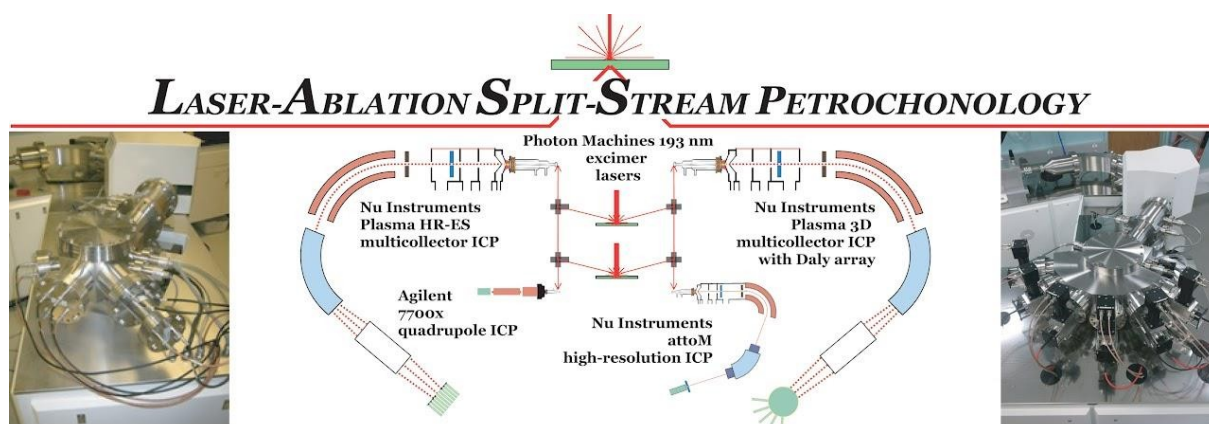
7/17/24

In Santa Barbara on.....



.....
Andrew Kylander-Clark
(Provider)

Annex 1 - Specification of works



Laser-Ablation Split-Stream

This unique four-ICP/dual-laser facility enables LASS (laser ablation split-stream) analysis: simultaneous geochronology and trace-element geochemistry with 10-50 micron spatial resolution. The LASS facility consists of

- [Nu Instruments](#) Plasma 3D multi-collector ICP with sixteen Faraday cups, 5 low-mass Daly detectors, and one high-mass Daly detector
- [Nu Instruments](#) Plasma HR-ES multi-collector ICP with twelve Faraday cups and four low-mass ion counters
- [Nu Instruments](#) AttoM high-resolution single-collector inductively coupled plasma mass spectrometer
- [Agilent 7700x](#) quadrupole inductively coupled plasma mass spectrometer
- [Cetac / Photon Machines](#) 193 nm excimer G1 laser with [HelEx](#) cell
- [Cetac / Photon Machines](#) 193 nm excimer Analyte laser with [HelEx](#) cell

Associated Instrumentation

The LASS facility is supported by extensive associated Earth-Science instrumentation, including

- Cameca SX-100 electron microprobe with 5 WDS detectors, an EDS detector, and a CL detector
- FEI Quanta 400f field-emission, environmental scanning electron microscope with an EBSD detector, BSE detector, SE detector, EDS detector, and a CL detector
- Thermo Fisher Triton thermal ionization mass spectrometer
- Class 100 Clean Room Suite
- petrographic microscopes, cameras, and thin-section scanning equipment
- rock crushing and mineral separation facilities