

SERVICE PROVISION CONTRACT

BETWEEN

**CZECH HYDROMETEOROLOGICAL INSTITUTE
(CHMI)**

registered offices: Na Šabatce 2050/17, Praha 4 - Komořany, 143 00

represented in this act by its legal representative [REDACTED], according to the competency empowered by Power of Attorney dated 2007/09/01 and acting on behalf of and in representation of CHMI Director

(hereinafter referred to as "Company")

AND

**EL CENTRO DE INVESTIGACIONES ENERGÉTICAS, MEDIOAMBIENTALES
Y TECNOLÓGICAS O.A., M.P.
(CIEMAT)**

registered offices: Avda. Complutense, 40, 28040, Madrid, with CIF Q-2820002J,

represented in this act by [REDACTED] Director General of CIEMAT, designated by Royal Decree 386/2022, 17th may, in its name and behalf by virtue of the competencies empowered her by Royal Decree 1952/2000, 1st December (BOE nº 289, 2nd December 2020).

(hereinafter referred to as "CIEMAT"),

The PARTIES agree to sign this Contract for the Provision of Services (hereinafter “Contract”) according to the following:

PREAMBLE

WHEREAS: CIEMAT is a public research body assigned to the Ministry of Science, Innovation and Universities under the General Secretariat for Research. CIEMAT is regulated by the Law 14/2011, 1st June on Science, Technology and Innovation and by the Law 40/2015, 1st October, on the Legal Regime of the Public Sector as well Royal Decree 1952/2000, 1st December which approves the CIEMAT Statute and its subsequent modifications. All of them configure to the Centre as Public Law Entity with its own legal personality and among whose activities are the provision of technical services.

WHEREAS: Company is interested in contracting CIEMAT for the provision of the technical service: “Provision of the CHIMERE chemical transport modelling data for benzo(a)pyrene annual average air concentration for 2022 in a domain covering the area of the EEA member and cooperating countries (apart from Iceland and Turkey)”.

Based on which, the Parties express their desire to sign this Contract according to the following:

TERMS AND CONDITIONS

ARTICLE 1. PURPOSE

The purpose of this Contract is to regulate and define the terms under which CIEMAT shall provide the technical service “Provision of the CHIMERE chemical transport modelling data for benzo(a)pyrene” whose work plan is described in Annex I of this Contract.

ARTICLE 2. DURATION

The deadline for the execution of the work described in ANNEX I will be 7 days from the date of signature of this contract.

ARTICLE 3. PAYMENTS

3.1.- The fix price of the work that will be performed by CIEMAT, shall be three thousand and nine hundred seventy-eight euros and sixty cents (3.978,60 €), VAT not included, for the execution of the tasks according to the work plan included in Annex I. The calculation of the amount to be received is included in Annex II. The corresponding VAT (21%) or the type that legally replaces will increase this amount.

3.2.- The bank transfer will be ordered by the Company within 60 days after reception of the invoice issued by CIEMAT. Bank account [REDACTED] Bank name: [REDACTED], address: [REDACTED] Every payment must indicate the reference of the contract.

3.3.- New technical services will not be accepted if the Company is not current payment with CIEMAT

3.4.- If new technical services were requested by the Company, in addition to those initially contracted, a new technical service will be opened.

ARTICLE 4. TECHNICAL RESPONSIBLES

Each party shall appoint an equal number of representatives who shall constitute the Implementation Committee. This committee shall monitor the implementation of this Contract.

On behalf of CIEMAT: Mr/Ms [REDACTED] Email: [REDACTED]

On behalf of the Company: [REDACTED] Email: [REDACTED]

ARTICLE 5. LIABILITY

The Company is responsible of any damages that the equipment/material/sample may suffer during the provision of the requested technical service, or while this equipment/material/sample is at CIEMAT, except for gross negligence in its handling.

ARTICLE 6. OBLIGATIONS OF CIEMAT

6.1.- CIEMAT commits to execute this Contract in close collaboration with the Company and in accordance with its terms.

6.2.- CIEMAT shall act diligently and in good faith. CIEMAT shall be responsible for ensuring that the assigned work team for the execution of the service shall have the knowledge and degree required for it.

6.3.- All the time, CIEMAT shall have the necessary means for the effective performance of the Contract.

6.4.- CIEMAT shall be responsible for any organizational, labour, disciplinary, social security aspect and in general, for any responsibility derived in relation to the personnel assigned to the provision of technical service. Any employment and/or legal relationship will not be able to establish between this CIEMAT personnel and the Company.

ARTICLE 7. OBLIGATIONS OF THE COMPANY

7.1.- The Company shall pay the performed services in the prices and conditions included in this Contract.

7.2.- The Company shall designate and authorize a person to take the decisions relating to the execution of this Contract. The Company shall give to CIEMAT the necessary documentation for the execution of the Service.

7.3.- For any technical query, reception of samples, equipment, etc. at CIEMAT, or for the return of them, the Company shall be in contact to the technical responsible indicated in the Article 4 of this Contract.

ARTICLE 8. BACKGROUND AND INTELLECTUAL PROPERTY

Each Party shall remain the exclusive owner of its Background. This Contract does not imply the transfer of any Background of a Party. Access Rights for Background knowledge necessary for the performance of the Contract shall be granted on a non-exclusive, non-transferable and royalty-free basis by the other Party for the duration of this Contract.

The methods used by one Party to perform the Project are considered Background of that Party and remain that Party's exclusive property. This Contract does not include any license to this exclusive property.

All data transferred from one Party to another and all IP rights corresponding to the transferred data shall be considered Background of the transferring Party and shall remain the exclusive property of that Party.

The intellectual property of results of the work of this contract will be negotiated between Parties.

Both in the request for intellectual property rights, as in the publication of the results of the Project, and in general, in any form of use of the results obtained, the mention of the authors of the work must always be respected.

ARTICLE 9. CONFIDENTIALITY

In order to meet the objectives and carry out the activities of this service, the parties could exchange confidential information whose custody and reserve must be a fundamental part of the activities that are developed.

Therefore, the parties undertake to hold in confidence and not copy, divulge to third parties or use for other purposes that to satisfy the implementation of this Contract, any information, oral or written, identified as confidential as a consequence of the development of the service, unless a previous authorization from the parties.

The confidentiality obligation shall begin since the sign of this Contract and shall remain valid for five (5) years after the termination of this Contract.

ARTICLE 10. PERSONAL DATA PROTECTION

10.1.- This Contract shall follow the Organic Law 3/2018, 5th December on Protection of Personal Data and Guarantee of Digital Rights as well the European Regulation 2016/679, 27th April 2016 and any other current and future laws may enact on this matter.

10.2.- Each party commits to use the personal data according to the instructions given by the other party. This information shall not be applied to different purpose and it shall not communicate to third people except with the previous consent from the Party. In the resolution of this Contract by any cause, the personal data used during this contract must be destroyed.

10.3.- According to the current regulations on data protection, your personal data will be included in a personal data file, whose purpose is to carry out all the procedures necessary for the establishment of contracts and make payments of both commercial and social nature, provision of services, assistance techniques and delivery of supplies. They will be transferred when a Law so provides to the Administration Bodies for the exercise of their competences, as well as to banking entities for the management of collections and payments

10.4.- The data owners may exercise the rights to access, rectification, cancellation and/or opposition, addressing to: [REDACTED]
[REDACTED]

ARTICLE 11.- MODIFICATION AND TERMINATION

The Parties may modify this Contract, by mutual agreement and in writing, in the period of validity of it.

The Contract may resolve in the following situations by means of a written notice when any of the

following cases arises:

- a) If either one of the Parties fails to comply with the terms and conditions herein established, or fails to perform its services according to the requirements; provided that it has not remedied the defaulting situation within 30 (thirty) days following reception of a notice from the other party to this effect.
- b) If the Company notifies to CIEMAT in writing one (1) month beforehand
- c) Given the impossibility to make the activities planned in this contract for reasons beyond their control, the party affected by this impossibility shall communicate it to the other party one (1) month beforehand to the foreseen cancellation date of this Contract.

In the resolution cases indicated above, the following effects will happen:

- For the cases considered in a) the Defaulting Party must indemnify to the other for damages due to the breach of Contract.
- For the cases considered in b) CIEMAT shall have the right to receive from Company the payments for the work performed, approved and validated until then, upon receipt of the corresponding invoice from CIEMAT, and the Company return the costs realised before the notification of the resolution and were imputable to this contract.
- For the cases considered in c), CIEMAT shall issue a report including all the results obtained until that date, and the justified expenses until that moment, which will be paid by the Company.

ARTICLE 12. FORCE MAJEURE

The obligations and commitments derived under this contract will be suspended by causes commonly accepted as force majeure. In these cases, the Parties are committed to notify in writing, as soon as possible, the appearance of such causes.

The Party that has invoked the force majeure shall notify forthwith to the other, in writing, the cessation of it.

ARTICLE 13. NOTIFICATIONS

13.1.-Any notification or other communication will be done in writing and will be preferably sent by email.

13.2. - The contact persons designated by the Parties for communications, control and follow-up of this Contract are:

- On behalf of the Company:

Attn.: [REDACTED]

Address: Na Šabatce 2050/17, Praha 4 - Komořany, 143 00

Phone: + [REDACTED]

Email: [REDACTED]

- On behalf of CIEMAT:

Attn: Servicios Técnicos
Address: Avda. de la Complutense 40
28040 Madrid
España

Phone:
Email:



ARTICLE 14. COPIES OF CERTIFICATES AND REPORTS

After completion of the service and over a period of 5 years, the client may request copies of the certificates or reports with the corresponding charge (according to the established tariff).

ARTICLE 15. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

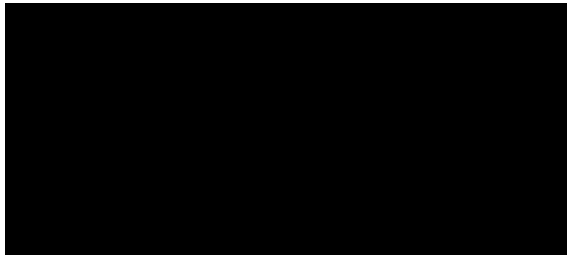
The characteristics of this contract correspond to the Contracts for the provision of Research Services included in the article 36 c) of Spanish Law 14/2011, June 1. This Contract shall be regulated by the Spanish legislation of private law and the application of the Law of Public Sector contracts (Law 9/2017, November 8) is excluded.

The Parties commit themselves to make all necessary efforts to settle amicably any dispute or claim arising out in connection with this contract, or the breach, termination or invalidity thereof. The procedure for the amicable settlement shall not exceed one (1) month from the time the Parties acknowledge the notification of such Dispute. Failure to settle the dispute amicably, the Parties may agree to the settlement of the dispute through the competent courts of Madrid.

In WITNESS WHEREOF, the Parties sign this Contract

For and on behalf of:

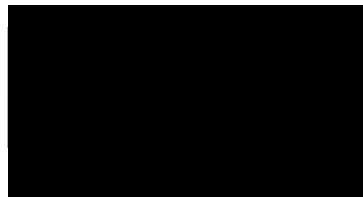
CIEMAT



General Director of CIEMAT

For and on behalf of:

CHMI



Air Quality Director

ANNEX I WORK PLAN

- A domain covering the area of the EEA members and cooperating countries (excluding Iceland and Türkiye) will be simulated with the CHIMERE chemical and transport model at 0.15° x 0.15° of horizontal resolution for 2022.
- Emissions will be taken from the EMEP database and processed according to CHIMERE model requirements.
- Necessary meteorology will be taken from ECMWF model simulations.
- One year will be simulated.
- BaP annual mean will be calculated for both gas and aerosol species.
- Data will be checked and processed to convert them to a suitable format.
- The results will be sent to Jan Horálek by email.

ANNEX II BUDGET

To meet the work plan, the following hours will be necessary:

- Emission preparation: 16 hours
- Simulation with CHIMERE model, including input files preparation: 26 hours
- Data processing for checking and submission: 18 hours

In overall, a total of 60 hours will be required, leading to a total of [REDACTED], taking into account a rate of [REDACTED] / h