

Contract for work/Service contract

between

State of Baden-Württemberg

represented by

The **Ministry of Food and Rural Affairs of Baden-Württemberg**,

Kernerplatz 10, 70182 Stuttgart,

Germany

represented by

the Director of the **Forstliche Versuchs- und Forschungsanstalt Baden-Württemberg**, an institution
under public law of the State of Baden-Württemberg with no legal capacity,

xxxxxxxxxxx

- hereinafter referred to as the **"Client"**

and

Uniwersytet Rolniczy w Krakowie

Al. Mickiewicza 21

31-120 Kraków, Poland

represented by

prof. dr hab. xxxxx

Function: Head of Department of Forest Biodiversity/ Professor

Phone: xxxxxx

Email: xxxxxxxx

- hereinafter referred to as **"Contractor"** -

and

Silva Tarouca Research Institute for Landscape and Horticulture {VUKOZ}

represented by

Director, Ing. Libor Hort

- hereinafter referred to as "**Data-holding institution**"

Preamble

The project "Effect of rewilding in forests and agricultural lands on carbon sequestration and diversity" (WILDCARD) is funded by the European Climate, Infrastructure and Environment Executive Agency (CINEA) under the Horizon call HORIZON-CLS-2022-D1-02 (Project 101081177).

WILDCARD aims at quantifying the impact of rewilding abandoned agricultural land and managed forests (hereinafter: proforestation - cessation of forest management) on carbon sequestration and biodiversity conservation at European scale. Within the project, Workpackage 2 (WP2 - Carbon and biodiversity development when setting aside formerly managed forests - WP leader: Forstliche Versuchs- und Forschungsanstalt Baden-Württemberg, FVA-BW) aims to bring together, harmonise and analyse dendrometrie and biodiversity data on unmanaged forests, which are relevant to model carbon sequestration and storage as well as species biodiversity.

As WILDCARD partners' sites are covering only part of the ecoregions and eco-gradients targeted by the project, WILDCARD WP2 needs to gather additional data from scientific Institutions external to the project.

In particular, the members involved in the European Forest Reserve Initiative (EuFoRla) have been identified as valuable partners to help improve the coverage of the available dataset. EuFoRla is a well-established network of organisations (www.euforia-project.org), together holding data on more than 500 sites in unmanaged and primary forests across 16 countries. The sites represent a wide range of time since abandonment in different forest types and cover various ecoregions and ecological gradients. On each of these sites, permanent plots (statistical sample plot inventory or single large plots (typically > 0.5 ha) are periodically surveyed for above-ground dendrometrie data, often combined with data on vegetation and inventories of specific species groups.

This contract regulates the exchange of pre-processed dendrometrie data (and on selected sites Biodiversity data) on unmanaged forest sites from external partners to the WILDCARD project, such as EuFoRla members.

1. SUBJECT-MATTER OF THE CONTRACT

- 1.1 By this contract, the Contractor undertakes to perform the work at its own expense and risk for the Client, and the Client undertakes to take over the work and pay the price.
- 1.2 The Contractor delivers pre-processed dendrometric data of their unmanaged forest sites to the Data-holding institution.
- 1.3 The Contractor delivers biodiversity data from selected sites (a subset of the dendrometric data) to the Client.
- 1.4 The details of the work are specified in Attachments No. 1 (Detailed work description) and No. 3 (Data template) to this contract, which forms an integral part of the contract.
- 1.5 By signing the contract the Contractor agrees to provide access to their pre-processed dendrometric data to the Client as well as to the Data-holding institution (as specified in Attachment No. 1) and authorizes the Client to elaborate those data to estimate, among all, carbon stocks in the different ecosystem pools at plot and/or site level and to publish aggregated data by site (for definition of site, please see Attachment No. 1) on a public repository/database.
- 1.6 By signing the contract the Contractor agrees to provide access to their pre-processed biodiversity data to the Client (as specified in Attachment No. 1) and authorizes the Client to elaborate those data and to publish aggregated data by site on a public repository/database.

2. PLACE AND TIMING OF PERFORMANCE

- 2.1 The pre-processed dendrometric data mentioned in article 1.2 cover the forest sites listed in Attachment No. 2. (List of forest sites) to this document
- 2.2 The pre-processed biodiversity data mentioned in article 1.3 cover a selection of the forest sites listed and highlighted in Attachment No. 2.
- 2.3 The Contractor shall always carry out the work in coordination with the Client and the WILDCARD partner holding the internal database - the Data-holding institution.
- 2.4 The schedule is sketched both here and in Attachment No. 1 and shall be bindingly agreed between Contractor and the Client in close cooperation with the Data-holding institution. *Pilot data* delivery (consisting of at least one site) shall be not later than four weeks after contract signature. In any case *the final submission* of all data shall take place within three months after signature. Before approval, the Contractor guarantees their availability to provide all necessary cooperation for at least one month after final submission as well as during the entire four-month period (from contract signing till final approval of data delivery). The final *approved work* is to be completed no later than by the fourth month after signature.
- 2.5 The date of completion of the work is defined by the data delivery approval issued by the Data-holding institution. Data delivery will be approved when complied with the contract commitment, filling mandatory data requirements and delivered in the format and quality defined in Attachment No 1.

3. CONTRACTUAL PARTNERS

3.1 The contractual partners shall appoint qualified employees (contract participants) to carry out the cooperation in accordance with the requirements.

The contracting parties shall each appoint a project leader/contract participant:

Client - FVA:

Name: xxxx xx
Function: xxxxxx
Phone: xx
Email:

Contractor:

Name: prof. xxxxxxxxx
Function: Head of Department of Forest Biodiversity/ Professor
Phone: xxxxxxxxxxxx
Email: xxxxxxxxxxxx

Name: xxxxxxxxx
Function: Associate Professor
Phone: +xxxxxx
Email: xxxxxxxxx

Name: xxxxxxxxx
Function: AssistantProfessor
Phone: +xxxxxx
Email: xxxxxxxxxxxx

Data-holding institution - VUKOZ:

Name: xxx
Function: Head of Department of Forest Ecology
Phone: xxxxxxxx
Email: xxxxxxxx

The parties involved in the contract are responsible for the proper implementation of the cooperation.

3.2 The parties involved are in regular contact according to Attachment No 1 to report on the progress of the data access and to clarify any questions that arise. The time of online meetings or discussions shall be determined by mutual agreement between the parties to the contract.

3.3 The contracting parties shall provide the resources required to carry out the collaboration.

4. PRICE AND PAYMENT CONDITIONS

- 4.1 The price for performing the work has been agreed as € 6400.22. This price includes VAT at the current rate.
- 4.2 The right to payment of the price for the work arises when the work is performed. This includes all expenses incurred in connection with the performance of the work (e.g. ancillary costs, expenses, commissioning and services of third parties). The work is performed when completed and handed over. The price for the work will be charged as a single payment after the proper handover of the work as a whole.
- 4.3 The proper handover of the work will be agreed by the Client/ Data-holding institution and the Contractor in a joint handover protocol that indicates any defects and incompleteness of the work, its formal acceptance must be signed by contracting parties. Upon the agreed handover of the work, the Contractor will issue the relevant invoice/tax document for the completed work no later than by 31.12.2025. This invoice/tax document will have a due date of 30 days after receipt.
- 4.4 If the work is accidentally destroyed before the work has been performed, the Contractor will lose the right to payment of the price for the work.
- 4.5 The Client is entitled not to pay the price for the work if the Contractor fails to do the work properly and on time, and/or to remove defects in the work within a reasonable period of time.
- 4.6 The work is defective if it does not comply with the specifications set out in Article I of the contract.
- 4.7 The date of payment of a given invoice/tax document is deemed to be the date the invoiced amount is debited from the Client's account.
- 4.8 The Client has the right to return the invoice/tax document to the Contractor before its due date if it does not contain all the information required by binding legal regulations of this contract, or if it contains incorrect or incomplete data (with missing details or incorrect data). A new due date of 30 days will start from the date of delivery of the corrected invoice to the Client.

5. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

- 5.1 The Contractor undertakes that the work will be free from any defects and that it will perform the work with due care within the agreed time.
- 5.2 The Contractor undertakes to perform the work independently, yet, is bound by the Client's instructions. The Contractor shall enter into valid and sufficient agreements with its employees and/or take all necessary measures to ensure that the work generated by the employees are transferred to the Contractor for the purpose of fulfilling its obligations under this agreement.
- 5.3 The Contractor is not entitled to perform the work through a third party (sub-contractor).

6. RIGHTS AND OBLIGATIONS OF THE CLIENT

- 6.1 The Client undertakes to take the properly performed work over and to pay the Contractor the agreed price for the work.
- 6.2 The Contractor shall grant the Client the right to use the data without restriction in terms of time and place. This right of use includes:
- a. the right to edit, change, modify and evaluate the research results and to use them for WILDCARD project objectives, deliverables and milestones (Section 23 of the German Copyright Act)
 - b. the right of publication and distribution of aggregated data by experimental site on public repository/database (§ 12, 17 Copyright Act)
 - c. the exhibition right (§ 18 Copyright Act)
 - d. the right of performance and presentation (§ 19 Copyright Act)
 - e. the right of making available to the public aggregated data by experimental sites (§ 19a Copyright Act, in particular, in the form of Internet offers)
- 6.3 The Client as well as the Data-holding institution has the right to check the performance of the work. If it finds that the Contractor is in breach of its obligation, it may require that the Client ensures that the work is rectified and performed in a proper manner.
- 6.4 The Client is entitled not to accept the work if the work shows such serious defects or incompleteness that it cannot be used for its intended purpose.
- 6.5 The Client is entitled to appoint one of its employees, the Data-holding institution or a third party to communicate with the Contractor and to authorise them to exercise its rights under this contract.

7. CONFIDENTIALITY

- 7.1 Each Party shall treat as confidential to third parties all information and items received from the other Party and marked as confidential (hereinafter referred to as "Confidential Information") for a period of two years after termination of or withdrawal from this Agreement.
- 7.2 Oral information shall be treated as confidential only if it is marked as confidential at the time of communication and is subsequently summarised in writing, marked as confidential and communicated to the other Party within 30 days of communication.
- 7.3 The above confidentiality obligation shall not apply if and to the extent that the information and items concerned are
- are generally known, or
 - have become generally known without the fault of the receiving party, or
 - have been or will be lawfully obtained from a third party, or
 - are already available to the receiving party, or

have been or will be developed by the receiving party independently of the communication,
or
are required to be disclosed by law or official/judicial order.

8. WARRANTY PERIOD, LIABILITY FOR DEFECTS AND CONTRACTUAL PENALTIES

- 8.1 The Contractor shall carry out the research work with the usual care and provides a guarantee that the work has been performed in accordance with the relevant professional procedures and methods.
- 8.2 Usefulness and accuracy of the work will be ensured by (1) following the data requirements as specified in Attachment No. 1, and (2) through actively collaborating with the Data-holding institution to approximate best results.
- 8.3 The Contractor undertakes to remedy any objections raised by the Client regarding defects or incompleteness in the work upon handover of the performed work without undue delay, but no later than 20 days from the handover date.
- 8.4 The Contractor shall only be liable for property damage and financial loss caused by intent and gross negligence.
- 8.5 In the event of a breach of material contractual obligations, the Contractor shall be liable for intent and negligence. In the event of simple negligence, liability shall be limited to foreseeable, contract-typical and direct damages. Essential contractual obligations are those obligations, which protect the legal positions of the contracting parties which are material to the contract, and which are to be granted to them in accordance with the content and purpose of the contract. Furthermore, essential contractual obligations are those, whose compliance makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner could regularly rely.
- 8.6 The limitations/exclusions of liability do not apply to claims under the Product Liability Act, due to fraudulent conduct and dueto injury to life, limb or health.
- 8.7 In the event of the Contractor's delay in the performance of the work or its part in accordance with the work program in paragraph 2.3 the Client is entitled to a contractual penalty of 0.1% of the price for the work for each day of delay, which the Client is entitled to unilaterally deduct from the price for the work. The payment of the contractual penalty (or the deduction of the contractual penalty from the price for the work) is without prejudice to the right to claim damages. In the event of conceptual changes, in particular to the scope and nature of the tasks to be processed, the Contractor reserves the right, after consultation with the Client, to modify the offer price of the remuneration accordingly in line with the work involved.
- 8.8 In the event of the Client's delay in paying the invoice/tax document for the performed work, the Client must pay the Contractor a contractual penalty of 0.05% of the total amount due for each day of delay.

9. OWNERSHIP AND AUTHORSHIP

- 9.1 The Contractor remains the owner of the pre-processed dendrometrie data. The Client and Data-holding institution will be granted access to the pre-processed data for the purposes of **WILDCARD**.

- 9.2 The Contractor remains the owner of the pre-processed biodiversity data. The Client will be granted access to the processed data for the purposes of WILDCARD.
- 9.3 Aggregated and processed data, i.e. on carbon trajectories and biodiversity implications, at site level will be owned by the Client and will be made publicly accessible through online data portals.
- 9.4 The Contractor has the possibility to become co-author of scientific publications, provided that they also actively contribute to the process of manuscript development including manuscript editing and manuscript revision before submission. It is up to the lead author of a manuscript to take decisions regarding additional co-authors responsibly and to make sure that all authors have agreed with its content prior to the submission of a manuscript.
- 9.5 After the lifetime of the WILDCARD project, the Contractor agrees that the pre-processed data will be managed by the Data-holding institution following the EuFoRIA data sharing principles.
- 9.6 The Client will ensure that any pre-processed biodiversity data provided by the Contractor will be deleted after the lifetime of WILDCARD. Aggregated biodiversity data at the site level, however, will be available open access.

10. LIABILITY FOR DAMAGE

- 10.1 The Parties undertake to make every effort to prevent damage and to minimise any damage incurred.
- 10.2 If the Contractor breaches an obligation under the contract, it must compensate the Client for the resulting damage.
- 10.3 If the Client breaches an obligation under the contract, it must compensate the Contractor for the resulting damage.

11. EXTRAORDINARY TERMINATION OF CONTRACT

- 11.1 The contract may only be terminated by either party for good cause by written notice with immediate effect.
- 11.2 If the contract is terminated for good cause and the Contractor is not responsible for this cause, the Client undertakes to reimburse the Contractor for the services duly rendered up to the time of termination.
- 11.3 If the Client or Data-holding institution discovers, when inspecting the performance of the work, that the Contractor is in breach of its legal or contractual obligations or is not performing the work in a proper manner, and the Contractor fails to remedy this even within two weeks after the defined four months, the Client is entitled to withdraw from this contract.

12. SEVERABILITY CLAUSE

12.1 Should individual provisions be wholly or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions.

12.2 The same applies if a loophole is found. In place of the invalid or unenforceable provision or to fill the loophole, an agreement shall apply retroactively which the contracting parties would have made if they had been aware of the invalidity of the provision.

13. FINAL ARRANGEMENTS

13.1 This agreement shall enter into force upon signature by all contracting parties and shall run until four months after signature.

13.2 All contracting parties declare that they read this contract before signing it, that they understand its contents, that they agree with its contents and that this contract is the expression of their free wills.

13.3 All rights and obligations arising from the contract are subject to German law.

13.4 The contracting parties agree to the exclusive jurisdiction of the court for all disputes arising from and in connection with this contract, to the extent permitted by law.

13.5 The attachments are an integral part of the contract. Should this contract and the annex contain contradictory provisions, the provisions of this contract shall take precedence.

13.6 Any amendments and supplements to this contract and its attachments may only be made in writing and by mutual agreement between all parties. Such agreements can be made by email.

Contractor	Client	Data-holding institution
Uniwersytet Rolniczy w Krakowie, Al. Mickiewicza 21 31-120 Kraków, Poland	Forstliche Versuchs- und Forschungsanstalt Baden- Württemberg (FVA-BW)	Výzkumný ústav Silva Taroucy pro krajinu a okrasné zahradnictví, v.v.i.

Location, Date

- No 3: Data template (Excel sheet)