



BIOLOGY CENTRE CAS

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FRAMEWORK SERVICE CONTRACT (CONTRACT OF ENGAGEMENT)

concluded according to the in accordance with Act No. 89/2012 Coll., the Civil Code, as amended.

("Contract")

Contracting Parties

Principal/Contracting Authority: Biologické centrum AV ČR, v.v.i. (Biology Centre CAS; "BC")

Seat: Branišovská 1160/31, 370 05 České Budějovice, Czech Republic

Represented by: prof. RNDr. Libor Grubhoffer, CSc., BC Director

Contact person: [REDACTED] Entomologický ústav (Institute of Entomology)

Tel., e-mail: [REDACTED]

Id.-No. 60077344; VAT No. CZ60077344

Bank account No.: 600773445/0300, SWIFT: CEKOCZPP, IBAN: CZ39 0300 0000 0006 0077 3445

Registered in Public Research Institutions Register by Ministry of Education, Youth and Sports of the Czech Republic

and

Agent/Supplier: New Guinea Binatang Research Center Inc. ("BRC")

Seat: New Guinea Binatang Research Center. Nagada Harbour, P.O.BOX 604, Madang, Papua New Guinea

Tel., e-mail: [REDACTED]

Represented by: Dr Pagi Toko (Director)

Bank account No.: 12394900, SWIFT: KINIPGPG, Bank: Kina Bank, Branch: Madang, Papua New Guinea,

Address: Coastwatchers Drive, P.O.BOX 181, Madang, Papua New Guinea, Sort Code: 028-009

Account name: New Guinea Binatang Research Centre Ltd.

(BC and BRC jointly as the "**Parties**" and individually each as the "**Party**")

PREAMBLE

WHEREAS:

- (A) BC is a Czech public research institution under Act. No. 341/2005 Coll., as amended. The purpose of BC is to conduct scientific research in the fields of biology, especially in entomology, hydrobiology, plant molecular biology, parasitology and soil biology, to contribute to the utilisation of its research

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results, and to provide the research infrastructure. BC has also fulfilled its purpose through research activities in Papua New Guinea.

- (B) BRC is an incorporated non-profit organisation (association) existing according to the laws of Papua New Guinea. The purpose of BRC is to conduct scientific research in the fields of ecology, entomology, and botany and to contribute to the utilisation of its research results, and to provide the research infrastructure. BRC can and is duly authorized according to the applicable laws to provide research services to BC as specified further.
- (C) This Contract is entered into on the basis of the negotiated procedure without prior publication pursuant to Section 63 paragraph (3) letter b) of Act No. 134/2016 Coll., on public procurement.

Article I.

Subject of the Contract

- (1) The subject of this Contract is the commitment of BRC to provide services specified in **Annex No. 1**, which is an integral part of this Contract (“**Services**”). Annex No. 1 sets out the binding unit prices (rates) for the Services and the expected (and maximum) range of each type of Services to be provided over the period of one calendar year of the Contract. The subject of the Services is by its nature a logistical and material support of research activities of BC during the field working in Papua New Guinea. This support includes especially the following services: research services (performing research activities in the field and laboratory following defined research protocols, securing of the use of field lab facilities,) accommodation and catering, transport services (vehicle use with a driver) and other assistance by local staff as needed. Services under this Contract will be provided during the period of 4 years.
- (2) The performance of BRC according to this Contract shall also include all other activities, which are necessary or customary for the due performance of the Services. This shall also apply in the case such activities are not expressly mentioned in the Annex No. 1 hereto. The individual contracts (implementing agreements, performances) within this Contract shall be implemented on the basis of written requests for performance (orders) by BC that are a proposal for entering into the implementing agreement. These requests may be carried out by electronic means (e-mail etc.) and shall be based on the conditions of this Contract. BRC undertakes to confirm BC the reception of the request of each implementing agreement (partial performance) within two working days following its delivery, in writing, which shall also be made by electronic means (e-mail etc.) or in any other provable manner. By confirming the reception of the request, the request is considered as a concluded implementing agreement. The items of services required shall not be modified by BRC in terms of kind, extent or price. If the request complies with this Contract, BRC is obliged to accept it.
- (3) The Services shall be provided by deadlines agreed by the Parties at the latest, if not agreed in customary time. If BC suggests a deadline, such deadline shall be deemed as agreed if not refused by BRC without undue delay. If statutory deadlines apply, these shall be met. BRC

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shall notify BC in advance about local statutory deadlines applicable to Services.

- (4) BC shall be at any time entitled to reduce the extent of agreed Services or not to request some of the Services at all. BC may do so by email, telephone with email confirmation or in writing. In such a case BRC shall receive only the price (fee) corresponding to such reduce extent of Services. BRC will thus perform the Service for BC on a written order basis. In each order BC shall specify the scope (quantity).
- (5) In case the Parties agree by email or in writing on further Services without entering into an amendment to this Contract, it applies that the rights and obligations agreed upon in this Contract shall also apply for such further services, unless it follows from the contract (agreement) to the contrary.

Article II.

Price for the Services

- (1) BC undertakes to pay the agreed fee for the Services duly performed by BRC in the extent as specified in Annex No. 1 based on an invoice to BRC's bank account specified in this Contract and/or on the invoice. The basis for each invoice shall be a **statement of services** rendered in the structure corresponding to Annex No. 1. Fees for the Services will be based and calculated on the time and material basis (i.e. on number of days spent or other units fulfilled in provision of the Services) taking into consideration agreed rates and the number of personnel engaged.
- (2) If services more than the scope of Annex No. 1 are provided by BRC, they shall be provided at no more price than the one agreed in this Contract and at the same time no more price than customary at the time and place.
- (3) Scope and price of the Services is agreed by both Parties and is specified in the Annex No. 1, which forms an integral part of this Contract, whereby the fee will be paid for the Services ordered by BC and provided by BRC. Until the scope of Services is changed after the conclusion of this Contract in accordance with the procedure set out in this Contract, the scope of Services corresponding to Annex No. 1 shall apply.
- (4) BRC shall issue an invoice for the agreed fee after the provision of the Services till the 15th day of the month following the month (or at least quarter) in which the Services were provided at the latest. BC shall pay the invoice within the due date, i.e. within 30 days after the invoice was delivered. BC grants its consent with the use of electronic invoicing. BRC will be sending the invoices or other tax and/or accounting documents to the following email address:
[REDACTED] BC is entitled to determine that the quarterly invoicing will be split into more invoices instead of one, in particular according to individual BC projects. In this case, BC shall communicate in writing to BRC the guidelines for splitting the invoice by the end of the relevant calendar quarter.
- (5) If not agreed otherwise in this Contract including its Annex No. 1, BRC shall not be entitled to

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receive compensation for costs incurred while providing Services.

- (6) All fees and/or prices agreed herein shall be deemed prices with all applicable taxes (incl. VAT) if not specified otherwise.

Article III.**Rights and Duties of BRC**

- (1) BRC undertakes to provide, based on this Contract, the Services described in Annex No. 1 to this Contract, with professional due care.
- (2) BRC is liable and responsible for providing the required Services within the agreed scope and in accordance with applicable laws as well as the deadlines agreed upon. BRC shall be responsible for the performance of its obligations under this Contract even if it performs them through a subcontractor.
- (3) For the purpose of due provision of the Services BRC shall be informed about the protocols to be followed for each task by BC and be obliged to check if it has all necessary information. For this purpose, BRC is entitled to request BC to specify its enquiry in writing, either in paper or electronic form.
- (4) BRC shall maintain confidentiality regarding all information that are not readily available that it acquired while performing or in connection with this Contract. This duty also applies to all the transferred personal and research data related to the BC's employees and activities in relation with the fulfilment of duties laid down herein. The duty to maintain confidentiality does not apply to information that is generally known; nor does the confidentiality obligation apply to cases, when BRC becomes obliged to provide information pursuant to the applicable law.
- (5) The BRC understands that the remuneration (fee) under this Contract will be paid partly from BC's institutional support and partly from grant budgets. Therefore, BC shall be entitled to request any additional specification (description) of the Services provided at any time (beyond the statements set out in Article II of this Contract) and to control the scope and quality of the Services to be provided. No additional remuneration shall be paid to BRC for BRC's activities under this paragraph.
- (6) BRC is responsible for damage incurred to BC as a result of a breach of his obligations resulting from this Contract, as well as for damage caused by persons in charge of the performance of the activity resulting from this Contract.

Annex No. 1 of Call for Tenders**Article IV.****Rights and Duties of BC**

- (1) BC commits itself to cooperation necessary for providing of Services.
- (2) For duly provided Services BC shall pay to BRC the fee agreed by this Contract.

Article V.**Duration and termination of the Contract**

- (1) The Contract is concluded for a definite (fixed) period up to 4 years from the effective date of the Contract with the financial limit (maximum amount) of USD 417.000 excluding VAT, annually. In calendar years in which this Contract will be in force for only part of the year, the limit shall be reduced accordingly.
- (2) BC may terminate the Contract, in part or in full, at any time by a written notice. There is a three-month notice period commencing on the first day of the month following the month in which the written notice was delivered.

Article VI.**Final provisions**

- (1) This Contract represents the full understanding between Parties relating to the subject matter.
- (2) This Contract shall enter into force on the date of its signature by both Parties and shall become effective on the date of its publication in the Register of Contracts within the meaning of Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain contracts publication of such contracts and on the register of contracts, as amended.
- (3) If one or more of the provisions hereof are, or become, entirely or partly invalid, the other provisions will remain unaffected. The Parties will replace the entirely or partly invalid provision by a provision that will correspond to the economic purpose of the entirely or partly invalid provision most appropriately.
- (4) The legal relationships hereof are governed by Czech legal regulations. Disputes under this Contract shall be resolved by the competent courts of the Czech Republic; the Parties agree that the court determined according to BC's registered office shall have jurisdiction to resolve disputes under this Contract. The Parties agree that the local jurisdiction is with the regional court (provided the jurisdiction is with the relevant regional court) or the district court (provided the jurisdiction is with the relevant district court).
- (5) Two copies of this Contract have been made in English and each of the Parties will receive one

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copy.

- (6) This Contract may only be amended in writing unless it follows explicitly from this Contract to the contrary.
- (7) The Parties declare that this Contract is a manifestation of their true and free will and that it was not signed under duress or under markedly disadvantageous conditions. As proof thereof, they affix their signatures.

Annexes:

Annex No. 1: Scope of Services

In České Budějovice on _____

In Madang on _____

Biologické centrum AV ČR, v. v. i.
prof. RNDr. Libor Grubhoffer, CSc., BC Director

New Guinea Binatang Research Center, Inc.
Dr. Pagi Toko, BRC Director

Annex No. 1 – Scope of Services (The Annex shall be inserted in accordance with Annex No. 5 of the Call prior to the signing of the Contract)

Itemized budget						
Name of public contract:		PODPORA VÝZKUMNÝCH AKTIVIT BC AV PŘI TERÉNNÍ PRÁCI NA PAPUI-NOVÉ GUINEJI / SUPPORT FOR RESEARCH ACTIVITIES OF BC CAS DURING FIELDWORK IN PAPUA NEW GUINEA	Contracting Authority:	Biologické centrum AV ČR, v. v. i		
Type of public contract		above-threshold public contract for services				
No.	Activity	Specification	Annual expected total (and maximum) number of units	Unit	Rate per unit USD	Annual total (maximum) USD
1	Laboratory space and equipment rent on BRC campus	Laboratory equipment rent (including computer network, microscopes, photography, drying ovens and freezers, herbarium, insect collections) operated by five staff technicians at the NG Binatang Center campus in Nagada, 260 m2 furnished space including internet, air conditioning, security, electricity and access to drinkable water and toilets.	300	day	395,00	118 500,00
2	Accommodation and catering on BRC campus	NG Binatang Center campus, single room, internet access, full catering (3 meals) and access to drinkable water.	300	day	100,00	30 000,00
3	Research services at the Wanang field station	Field research station and experimental plots use in Wanang (three permanent buildings, equipped with water system, microscopes, generator electricity, lab and accommodation) operated by four staff technicians from the NG Binatang Center	300	day	275,00	82 500,00
4	Research services at Saruwaged Mts. (Yawan, Toweth, Gomdan, Bonea field stations)	Field research station Yawan (Yawan, Towet, Gomdan, Bonea) and experimental plots use (with field accommodation, lab space, solar electricity, HF radio), operated by three staff technicians. The rate charged reflects the number of person-days by staff of various qualification levels, including their salary, accommodation, and transport costs, insurance, equipment, and materials	300	day	195,00	58 500,00
5	Research services at Mt Wilhelm/Madang Field (Kausi, Numba, Bundi, Bundi, Bundi Krai, Sinopass, Bruno Sawmill, Piunde Lake Ohu and Baitabag field stations)	Field research stations along the Mt. Wilhelm altitudinal transect (200-3700m asl): Kausi, Numba, Bundi, Bundi Krai, Sinopass, Bruno Sawmill, Piunde Lake and in Madang (Ohu, Baitabag) with their experimental plots (with field accommodation, lab space, solar electricity, HF radio), operated by three staff technicians from the NG Binatang Center. The rate charged reflects the number of person-days by staff of various qualification levels, including their salary, accommodation, transport costs, insurance, equipment, materials use, field station workspace use, land use fees and the management overheads.	300	day	195,00	58 500,00
6	Transport by Toyota Landcruiser 4WD vehicle	Running costs of Toyota Landcruiser 4WD 10-seater vehicle to support field work (including driver with an assistant, fuel, maintenance and insurance). The rate includes salaries for driver and assistant, vehicle maintenance, insurance, security, and fuel but not depreciation costs BC-purchased and BRC-operated vehicles.	300	day	230,00	69 000,00
TOTAL ANUAL PRICE (USD)				417 000,00		