

# CONSULTANCY SERVICES / COLLABORATIVE RESEARCH AGREEMENT

This Agreement is made between the Client and Adelaide University in accordance with the following Details and the attached Terms and Conditions.

DETAILS	
<b>University Details</b>	<b>ADELAIDE UNIVERSITY</b> (ABN 41 202 953 738) a body corporate established pursuant to the <i>Adelaide University Act 2023</i> (SA), 108 North Terrace, Adelaide, South Australia, Australia 5000 (AU)
	<b>Contact Person</b>
	Name: Dr Michael Millan
	Title: Executive Director, Research Services
	Telephone: [REDACTED]
	Email: <a href="mailto:postaward@adelaide.edu.au">postaward@adelaide.edu.au</a>
<b>Client Details</b>	Name: Institute of Archaeology of the Czech Academy of Sciences, Prague ([REDACTED])
	ABN: VAT-Nr.: CZ67985912, CIN: 67985912
	Address: Department of Natural Sciences and Archaeometry, Czech Academy of Sciences, Institute of Archaeology Prague Letenska 123/4, 118 00, Prague Czech Republic
	<b>Contact Person</b>
	Name: [REDACTED]
	Title: Research Scientist
	Telephone: [REDACTED]
	Email: [REDACTED]
<b>Agreement ID</b>	<b>(UA160791) AU2601004</b>
<b>Services Summary</b>	<p>Single-grain OSL dating of 4 samples – includes samples preparation, full luminescence characterisation analyses, De measurement, additional dosimetric evaluation (high resolution gamma spectrometry, alpha and beta counting), analyses of results and generation of final ages.</p> <p>\$1150 per sample (includes 25% indirect cost allocation), for a total of 4 samples.</p> <p>Total cost = \$4600 (includes \$1150 for indirect cost allocation).</p> <p>Payment can be processed immediately.</p>

**DETAILS**

<b>Deliverables</b>	<b>Deliverable(s):</b>		<b>Delivery date(s)</b>
<i>Including any goods to be provided</i>	Provision of dating results in an electronic report		Within 9 months of execution of this agreement
<b>Term</b>	Start Date	Upon execution of this agreement	
	End Date	31/01/2027	
<b>Materials to be provided by Client (if any)</b>	Samples		
<b>Materials Delivery Address</b>	<div style="background-color: black; width: 150px; height: 15px; margin-bottom: 5px;"></div> Mawson Building, Room 107 Adelaide University North Terrace Adelaide, South Australia, Australia, 5005		
<b>Background IP</b>	AU	None	
	Client	None	
<b>Fees and Payment</b>	Fee (ex GST):	<b>\$4,600</b>	
	Payment method:	The Client will make payments to the University according to the following schedule: Payment 1 - AUD <b>\$4,600</b> (ex GST) Payment to the Adelaide University in Australian Dollars in accordance with the terms set out on the invoice.	
<b>Lead Researcher</b> <i>Relevant researcher or person within AU</i>	Name	<div style="background-color: black; width: 100px; height: 15px;"></div>	
	Title	Associate Professor	
	Address	School of Physics, Chemistry, Earth and Environmental Sciences Adelaide University, Adelaide, South Australia, Australia 5005	
	Telephone	<div style="background-color: black; width: 100px; height: 15px;"></div>	
	Email	<div style="background-color: black; width: 150px; height: 15px;"></div>	
<b>Special Conditions</b>	<p><b><u>Sample &amp; Transport</u></b>                      Samples must be collected with a member of the Adelaide University Luminescence Group present. If this is not feasible, samples should be sent to the University by courier, and clearly marked inside and outside the package: "Light Sensitive Material – Do Not Open Unless Under Darkroom Conditions".</p> <p>Quartz grains in the 90-250µm range can be used for dating, hence favourable mineralogy and particle size distribution enables small samples (few grams raw sediment) to be dated, but ideally at least 100 gram of material is required to be submitted from which grains for dating will be extracted, and up to 250</p>		

## DETAILS

gram if available. This sample must be collected in a light-tight container.

In addition, up to 750 gram of material of each sample for radioisotope assay is required: this can be exposed to light: for example, collected from an auger and submitted in a press-seal bag.

Water content sensitively affects luminescence age, hence for each sample the *in situ* water content must be measured in our laboratory: this requires that the sample is not drained or able to significantly dry out prior to submission. The time-averaged water content should also be estimated, and for saturated samples and samples with major episodic water content fluctuations during the burial period, an estimate should be provided by the Client. If sample collection is in the absence of a member of the Environmental Luminescence Group, the sampling procedures must be outlined.

Field assessment of the type (sediment or rock, density) and thickness of overburden is required, as are latitude, longitude and altitude, to enable evaluation of the cosmic ray dose-rate.

### **Results**

A written report is provided by email. This will include the list of ages, procedures by which the samples were measured and the key analytical data.

### **Invoicing**

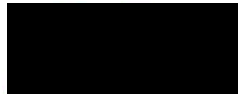
Invoices are raised by the University on acceptance of the order and payment is to be made before the work proceeds.

### **Publication**

The Client agrees to include the lead researchers (Lee Arnold and Martina Demuro) as co-authors if publishing or presenting the results provided under this agreement.

The parties agree to the Details, Terms and Conditions (overleaf) and any Schedules and Annexures.

**Signed** for and on behalf of the **Client** by its authorised representative:



Signature

Name:



Title: Research Scientist

Department of Natural Sciences and  
Archaeometry, Czech Academy of Sciences,  
Institute of Archaeology Prague

**Date: 08/04/2026**

**Signed** for and on behalf of **Adelaide University** by its authorised representative:



Signature

Name

Senior Manager, Contract Management

Title

**Date: 22/05/2026**



# TERMS AND CONDITIONS

## 1. DEFINITIONS

- 1.1 In this Services Agreement, including the Details, Schedules and Annexures if any (**this Agreement**):
- 1.1.1 **Background IP** means Intellectual Property that exists at the date of this Agreement or is subsequently developed outside of the scope of this Agreement, that is made available by a Party for the performance of the Services, including as specified in the Details.
- 1.1.2 **Confidential Information** means any information which is designated as confidential or which by its nature is confidential or which is disclosed in circumstances importing an obligation of confidence, which is disclosed by one party (**disclosing party**) to the other (**receiving party**) for the purposes of this Agreement.
- 1.1.3 **Intellectual Property** or **IP** means all rights in relation to patents, inventions, plant breeders' rights, registered or unregistered trademarks and service marks, registered designs, copyrights, database rights, design rights, know-how, trade secrets, applications for any of the above, and any similar right recognised in any jurisdiction, including all rights of action in relation to the infringement of any of the above.
- 1.1.4 **Moral Rights** has the meaning given to that term in Part IX of the *Copyright Act 1968* (Cth) and includes: (a) right of attribution of authorship; (b) a right not to have authorship falsely attributed; and (c) a right of integrity of authorship.
- 1.1.5 **Term** means the period from the Start Date to the End Date.
- 1.1.6 **Unavoidable Delay** occurs when a Party is unable, wholly or in part, for any cause beyond its reasonable control to perform any obligation under this Agreement.
- 1.2 Other capitalised terms have the meaning given to them in the Details.
- 1.3 Any Special Conditions set out in the Details take precedence over the provisions of the body of this Agreement in the event of inconsistency.
- 1.4 Any provisions attaching to a purchase order provided by the Client relating to the Services or Deliverables are excluded in their entirety and the terms and conditions of this Agreement apply instead.

## 2. SERVICES AND DELIVERABLES

- 2.1 AU will provide the Services and all Deliverables during the Term in accordance with this Agreement.
- 2.2 The Services will be conducted by, or under the supervision of, the Lead Researcher identified in the Details.
- 2.3 Title to the Deliverables passes to the Client upon full payment of the Fee. In the case of non-payment or partial payment, the Deliverables must be returned to AU without delay upon receipt of formal notice to return. In the case of requested return, all expenses

incurred for shipping the Deliverables will be paid by the Client.

- 2.4 Until full payment of the Fee has been made the Client will not, except as expressly provided in this Agreement or with the prior written consent of AU, sell, licence or otherwise dispose of the Deliverables, grant any further security interest in or part with possession of the Deliverables or any interest in the Deliverables (nor purport or attempt to do that) nor permit any non-consensual lien over the Deliverables.
- 2.5 The Client grants to AU a security interest in the Deliverables to secure payment of the Fee.
- 2.6 Risk in the Deliverables will pass to the Client on delivery of the Deliverables to the Client or to the Client's agent, carrier or employee.

## 3. CLIENT OBLIGATIONS

- 3.1 The Client agrees to make available to AU the Materials identified in the Details and any other relevant information necessary to carry out the Services. The Client will be responsible to obtain all necessary consents, licenses, authorisations or approvals from any government body, agency or person to dispatch the Materials to AU and the Client will be responsible for and will pay any fees as and when they are incurred.
- 3.2 Unless agreed in writing by the parties, all materials and equipment provided to AU by the Client, or purchased by AU with its own funds or with funds provided by the Client, for the purpose of performing the Services, will be the property of AU.
- 3.3 AU will not be liable for any failure or delay in performance or liability where contributed to by AU's reliance on any materials, equipment, facilities, information and access to personnel provided or required to be provided by the Client.

## 4. INTELLECTUAL PROPERTY

- 4.1 Each party retains all rights to its Background Intellectual Property used in performance of the Services.
- 4.2 All Intellectual Property rights developed or created by AU in the course of performing the Services vest in AU.
- 4.3 The Client will respect the Moral Rights of the authors in the Deliverables.

## 5. CONFIDENTIALITY

- 5.1 Neither party will:
- 5.1.1 during the Term disclose to any third party, or use for any purpose except carrying out the Services; and
- 5.1.2 for 5 years after the end of the Term disclose to any third party any of the Confidential Information of the other party.
- 5.2 Neither party will be in breach of any obligation to keep any Confidential Information confidential or not to disclose it to any other party to the extent that it:

- 5.2.1 is disclosed to the receiving party's employees or agents as necessary for the performance of this Agreement provided that such employees or agents are instructed to keep the information confidential;
  - 5.2.2 is known to the receiving party before its receipt from the disclosing party, and not already subject to any obligation of confidentiality to the disclosing party;
  - 5.2.3 is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;
  - 5.2.4 has been obtained by the receiving party from a third party in circumstances where the receiving party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the disclosing party;
  - 5.2.5 has been independently developed by the receiving party without having regard to the Confidential Information of the disclosing party;
  - 5.2.6 is disclosed to the receiving party's solicitors, auditors, insurers or accountants with the requirement to keep it confidential;
  - 5.2.7 is disclosed pursuant to the requirement of any law or regulation or the order of any court of competent jurisdiction, and the receiving party has informed the disclosing party, within a reasonable time after being required to make the disclosure, of the requirement to make the disclosure and the information required to be disclosed; or
  - 5.2.8 is approved for release in writing by an authorised representative of the disclosing party.
- 5.3 The receiving party must:
- 5.3.1 take all reasonable steps, and do anything reasonably required by the disclosing party, to keep the Confidential Information under the receiving party's control;
  - 5.3.2 immediately notify the disclosing party if the receiving party becomes aware of any unauthorised access to, or use or disclosure of, any Confidential Information;
  - 5.3.3 not use, copy or reproduce, nor cause or allow any other person to use, copy or reproduce, any Confidential Information other than in accordance with this Agreement; and
  - 5.3.4 immediately upon completion of the Services or termination of this Agreement deliver to the disclosing party, or if directed by disclosing party destroy, every copy of Confidential Information in the receiving party's possession, except that AU is entitled to retain one copy of the Confidential Information to the extent required by law.

## **6. PUBLICATION AND PUBLICITY**

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- 6.1 A party will not use the name or logo of the other party in connection with this Agreement, or in any publication relating to the Services, Deliverables or the results without having obtained the other party's prior written consent. Such use will be subject to any conditions that the consenting party, acting

reasonably, may attach to the consent. Consent will not be required to the extent that:

- 6.1.1 such use is reasonably necessary to comply with laws and regulations governing actions taken pursuant to this Agreement; or
  - 6.1.2 it is necessary and timely to refer to the existence (as distinct from the terms) of this Agreement in communications with government agencies.
- 6.2 A party must not knowingly make or authorise to be made any inaccurate or misleading statement concerning the other party or use its name in a way which would mislead the public, or adversely affect the good name, goodwill, reputation or image of the other party.
  - 6.3 The Client must not use the results of the Services or the Deliverables to represent, expressly or implicitly, that AU supports or endorses the Client's business, goods or services.
  - 6.4 Subject to the provisions of clause 5, the Client agrees and acknowledges that AU may publish scholarly works in relation to the conduct and or conclusions reached in the performance of the Services or provision of the Deliverables.

## **7. FEE AND PAYMENT**

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- 7.1 The Client agrees to pay AU the Fee at the time and in the manner set out in the Details or as otherwise agreed in writing between the parties.
- 7.2 Any change in the scope, timing, or order, of the Services or Deliverables must be agreed in writing. Where AU incurs costs additional to the Fee, then AU will be entitled to additional payment of an amount representing those additional costs which are reasonable in the circumstances.
- 7.3 If the cost of materials has been included in the Fee quoted for the performance of the Services or provision of the Deliverables and the cost of any of those materials has increased for reasons outside the control of AU, the Fee payable to AU under this Agreement will be increased accordingly.

## **8. GST**

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- 8.1 For the purposes of this clause 8:
  - 8.1.1 **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
  - 8.1.2 **GST Legislation** means the GST Act and associated legislation.
  - 8.1.3 **GST** means a tax of a kind variously described as value added tax or goods and services tax imposed on the supply of goods and serviced by a law of the Commonwealth of Australia.
  - 8.1.4 **Input Tax Credit** means money paid or payable by the Australian Taxation Office to either party under a statutory provision for taxpayers to recover GST paid by their suppliers attributable to the input costs of the taxpayers (in the GST Act called input tax credits); and
  - 8.1.5 **GST Rate** means at any particular time the rate (expressed as a percentage of the value of a supply or importation) at which the GST is payable.

8.2 If GST is payable on any supply by one party to the other party under this Agreement (including the supply of any goods, services, rights, benefits or other things) the parties agree that the amounts payable to the supplier and any other consideration (as applicable) will be increased by an additional amount if appropriate. In the case of a supply to be made by AU, the parties agree that AU may include the amount of GST payable in the Details. If the GST is not included in the Details, it does not remove the obligation of the Client to meet such payment or the ability of AU to subsequently increase the fee by the amount of GST payable. The amount is to be calculated by multiplying the budget amount or other considerations payable for the relevant supply by the prevailing GST rate.

8.3 Each party agrees to do all things, including providing invoices or other documents in such form and detail that may be necessary to enable or assist the other party to claim or verify any Input Tax Credit, set off, rebate or refund in relation to any GST payable under this Agreement or in respect of any supply under this Agreement.

## **9. WARRANTIES AND INDEMNITIES**

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9.1 AU does not give any warranty nor accept any liability in relation to the Services or the Deliverables except to the extent, if any, required by law or as specifically provided for in this Agreement.

9.2 AU's liability is limited with respect to:

9.2.1 any non-excludable guarantee or condition, in the sole discretion of AU, to the replacement or repair of goods, re-supply of Services, or cost of having Services resupplied; and

9.2.2 any other liability, to an amount not exceeding those amounts paid by the Client under this Agreement in the 12 months immediately preceding the date when the relevant claim arose.

9.3 The Client assumes sole responsibility for interpreting and applying the Deliverables and any other results of the Services and releases and indemnifies and agrees to continue to indemnify, AU and its officers, employees, agents and sub-contractors from and against all liability, losses, actions, claims, demands, proceedings, awards, settlements, compensation, damages, costs and expenses, directly or indirectly arising from, or relating to:

9.3.1 the Client's use of, or reliance on, any part of the Deliverables or that of any other person to whom the Deliverables were provided directly or indirectly by the Client;

9.3.2 breach by the Client of its obligations under this Agreement; or

9.3.3 any wilful, unlawful or negligent act or omission of the Client.

9.4 The Client's liability under the indemnity in clause 9.3 will be reduced proportionately to the extent that any negligent act or omission of AU or its officers, employees, sub-contractors or agents contributed to the relevant loss or liability.

9.5 Each party will maintain appropriate and enforceable insurance policies to cover liability that arises out of, under or pursuant to this Agreement.

9.6 Neither party will be liable to the other party for any lost profits, revenue, anticipated savings, expenditure or business opportunities, loss of or damage to data or goodwill or any indirect or consequential loss.

## **10. REPRESENTATIONS**

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10.1 The Client agrees that it has not relied on any representation made by AU which has not been stated expressly in this Agreement or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity material produced by AU.

10.2 The Client acknowledges that to the extent AU has made any representation, which is not otherwise expressly stated in this Agreement, the Client has been provided with an opportunity to independently verify the accuracy of that representation.

## **11. TERMINATION**

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11.1 Unless terminated earlier this Agreement is for the Term.

11.2 This Agreement may be terminated at any time by mutual written agreement between the parties.

11.3 If either party commits a breach of this Agreement, the other party may terminate this Agreement immediately by written notice:

11.3.1 if the breach is incapable of remedy; or

11.3.2 otherwise, if the breach is not remedied within 30 days of a request in writing that the breach be remedied.

11.4 AU will be entitled to immediately terminate this Agreement by written notice to the Client if the Client:

11.4.1 becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;

11.4.2 being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving;

11.4.3 being a natural person, dies; or

11.4.4 ceases or threatens to cease conducting its business.

11.5 If this Agreement is terminated pursuant to clause 11.4 AU may, in addition to termination of the Agreement:

11.5.1 repossess any of its property in the possession, custody or control of the Client;

11.5.2 retain any moneys paid; and/or

11.5.3 pursue any additional or alternative remedies provided by law.

11.6 Where this Agreement has been terminated other than for AU's breach, AU will be entitled to pro rata payment for performance of Services undertaken and Deliverables provided, or part thereof, up until the date of termination and any other costs incurred by AU in connection with the termination.

11.7 The provisions of clauses 2.4, 2.5, 4, 5, 6, 9, 11.5, 11.6, 11.7, 15, 16.3 and 16.7 will survive and be of full effect after expiration or termination of this Agreement.

## **12. UNAVOIDABLE DELAY**

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12.1 Where a Party is unable, wholly or in part, to perform an obligation under this Agreement for more than 7

days because of an Unavoidable Delay, that Party must promptly:

- 12.1.1 give the other Party reasonable details of the Unavoidable Delay and the probable extent to which it will be unable to perform or be delayed in performing that obligation;
- 12.1.2 use reasonable endeavours to remove the Unavoidable Delay as quickly as possible; and
- 12.1.3 if that Party complies with this clause, that obligation will be suspended for up to 2 months while the Unavoidable Delay continues.

- 12.2 If after 2 months the Unavoidable Delay has not ceased, the Parties must meet in good faith to discuss the situation and endeavour to achieve a mutually satisfactory resolution.
- 12.3 Where no mutually satisfactory resolution has been reached under this clause within 3 months of the date of the notice of an Unavoidable Delay provided under this clause either party may terminate this Agreement immediately in writing.
- 12.4 A payment obligation is not suspended by Unavoidable Delay.

### **13. DISPUTE RESOLUTION**

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- 13.1 The parties will endeavour to settle any dispute or claim relating to this Agreement (**Dispute**) in good faith.
- 13.2 If the parties are unable to resolve a Dispute within 14 days after one party has notified the other of the Dispute, they must refer the Dispute to AU's Deputy Vice-Chancellor and Vice-President (Research) or nominee and to the Client's Managing Director or equivalent or delegate (**Dispute Representatives**). The Dispute Representatives must attempt to resolve the Dispute within the next 14 days or longer as agreed between them.
- 13.3 If a Dispute is not resolved within 30 days from referral to the Dispute Representatives (or longer as agreed in writing), either party may take further action.
- 13.4 A party may seek urgent interlocutory relief without following the process in this clause.

### **14. FOREIGN RELATIONS ACT**

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- 14.1 If this Agreement, or any arrangement contemplated by this Agreement, is a "foreign arrangement" or "subsidiary arrangement" under *Australia's Foreign Relations (State and Territory Arrangements) Act 2020* (Cth) (**Foreign Relations Act**), then notwithstanding any other provision of this Agreement:
  - 14.1.1 AU is entitled, acting in good faith, to take all actions reasonably necessary to ensure its compliance with the Foreign Relations Act and any declarations made under it (including any requirement that AU discloses, terminates or ceases to perform all or part of this Agreement);
  - 14.1.2 AU will not be in breach of this Agreement, and will not incur any liability to the Client, or any third party claiming through it, in relation to any such actions or otherwise arising from the operation of the Foreign Relations Act; and

- 14.1.3 the Client agrees to cooperate in good faith with AU to do all things reasonably necessary to give effect to any declarations made under the Foreign Relations Act and any such actions taken by AU.

### **15. NOTICES**

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- 15.1 A notice, request or other communication to a party (**Notice**) under this Agreement, must be in writing and be delivered by hand or sent by prepaid post or by email to the notice address or email address of that party as specified in the Details.
- 15.2 A Notice is given or served if delivered:
  - 15.2.1 by hand, at the time of delivery;
  - 15.2.2 by prepaid post, seven Business Days (15 Business Days if sent from one country to another country) after the date on which it was sent; and
  - 15.2.3 by email, at the time shown in a delivery confirmation report generated by the sender's email system.
- 15.3 A Notice that would be given or served on a day which is not a business day in the place to which the Notice is sent, or is received later than 5:00 p.m. (local time) will be taken to have been given or served at the commencement of the next business day in that place.
- 15.4 A party may change its notice address or email address by notice in writing to the other party.

### **16. GENERAL**

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- 16.1 This is the entire agreement between the parties about its subject matter and replaces all oral and written prior communications and agreements between the parties.
- 16.2 This Agreement may only be varied by the parties in writing.
- 16.3 A clause or part of a clause of this Agreement that is void, voidable, unenforceable or illegal in any jurisdiction will not apply in that jurisdiction, but will apply in jurisdictions where it would not be void, voidable, unenforceable or illegal and the rest of this Agreement will still apply.
- 16.4 A waiver by a party in respect of a breach of a provision of this Agreement must not be taken to be a waiver unless given in writing and will not constitute a waiver of any other breach. The failure by a party at any time to enforce a provision of this Agreement must not be construed as a waiver by that party of that provision or in any way affect the validity of this Agreement or any part of it.
- 16.5 Nothing in this Agreement constitutes the relationship of employer and employee, principal and agent, or trust, or partnership between the Client and AU. Neither party has authority or power to bind the other party.
- 16.6 This Agreement may be signed electronically and in counterparts.
- 16.7 The laws of South Australia apply to this Agreement and proceedings must be commenced in the courts of South Australia or the Adelaide Registry of the Federal Court of Australia.