

## Subcontracting Agreement

BETWEEN :

**Universiteit Antwerpen**, with registered offices at Prinsstraat 13, 2000 Antwerpen, duly represented by Prof. Dr. Alain Verschoren, Rector, who entrusts the execution of this Agreement to Prof. Dr. Ruurd van Diggelen (“Promotor”),  
Hereinafter referred to as ‘UA’;

AND

**Biology Centre, Academy of Sciences of the Czech Republic – SoWa Research infrastructure**,

with registered offices at Na Sadkach 7, 370 05 Ceske Budejovice, Czech Republic, duly represented by Prof. Mgr. Ing. Jan Frouz, Director, who will be also responsible for the execution of this Agreement,  
Hereinafter referred to as “Subcontractor”;

Whereas UA has concluded an Agreement with Agentschap voor Natuur en Bos (hereinafter referred to as the “Main Agreement”) in the framework of the project “Research into the effects of fire on the ecological potential of Moors/Onderzoek naar de effecten van brand op de ecologische potenties van heides”  
Hereinafter referred to as “the Project”;

Whereas the terms and conditions of the Main Agreement shall form integral part of this Agreement and is attached as Attachment 1 to this Agreement;

Whereas UA wishes to subcontract part of the Tasks in the execution of the Project to Subcontractor;

Whereas Subcontractor has agreed to perform the Tasks as detailed in this Agreement in accordance with the terms and conditions of this Agreement and the Main Agreement;

### **PARTIES AGREE UPON THE FOLLOWING**

#### Article 1 : Subject of the Agreement

- 1.1 The Subcontractor shall perform the following tasks : analysis of soil in a series of measuring points at the ‘Kalmthoutse Heide’ : Microbial respiration and biomass, PLFA, mesofaunal composition, cellulose decomposition (hereinafter referred to as “Tasks”) as described in Attachment 3.

- 1.2 The Subcontractor shall perform the Tasks in accordance with the terms and conditions of this Agreement and the Main Agreement and in accordance with the approved research proposal (as included in Attachment 2 to this Agreement). In case of any contradiction between the terms and conditions of this Agreement and the terms and conditions of the Main Agreement, the terms and conditions of the Main Agreement shall prevail. In case of any contradiction between this Agreement and attachment 2, the terms and conditions of this Agreement shall prevail.
- 1.3 The Subcontractor remains responsible for the execution of the Tasks until the final approval of the reports by Agentschap voor Natuur en Bos.
- 1.4 The Subcontractor undertakes to perform the Tasks with the highest professional standards.
- 1.5 The Subcontractor undertakes to comply with all obligations resulting directly or indirectly from the Main Agreement and which are applicable on the Subcontractor.
- 1.6 The Subcontractor undertakes to comply with all instructions from the UA with respect to the execution of the Tasks, including but not limited to the reporting obligations towards Agentschap voor Natuur en Bos.

## Article 2 : Duration – Termination of the Agreement

- 2.1. This Subcontract shall come into force on 22nd of September 2014 and shall remain in force until 31st of December 2016 as far as the Subcontractor has complied with all his obligations under this Agreement and the Main Agreement.
- 2.2. This Subcontract shall terminate automatically in case of termination of the Main Agreement for whatever reason.
- 2.3. The UA may terminate this Agreement upon a material default in the fulfillment of the obligations by Subcontractor by giving written notice to the Subcontractor specifying the nature of the default not less than fourteen (14) days prior to the date UA intends to terminate the Agreement. If the Subcontractor has cured such default within such fourteen (14) day period, no such termination shall occur. If such default has not been cured by the defaulting party within such fourteen (14) day period, this Agreement shall automatically terminate upon written notice to the Subcontractor by the UA of such termination.
- 2.4. The UA has the right to terminate this Agreement immediately by sending a written notice by registered letter, in case of voluntary or legal dissolution or proposition thereto, bankruptcy or request thereto, creditors arrangement or request thereto by the Subcontractor or in case the Subcontractor terminates his business activities.

- 2.5. The UA cannot be held liable by the Subcontractor for any damages, losses, costs or expenses whatsoever which may result from the early termination of this Agreement in accordance with this Article.

### Article 3 : Reimbursement – Payment terms

- 3.1. For the timely and correct execution of the Tasks, UA will reimburse the Subcontractor for a total amount of 15.744,- EURO (excl. VAT).
- 3.2. The Subcontractor acknowledges and accepts that the amount as mentioned in Article 3.1. of this Agreement shall only become due after the correct completion of the Tasks, submission of the report to UA and sufficient substantiation of the costs made in execution of the Tasks.
- 3.3. The UA shall pay the amount as set out in Article 3.1. of this Agreement, within thirty (30) days following the receipt by UA of the corresponding amounts from Agentschap voor Natuur en Bos. For that purpose the Subcontractor shall send an invoice to UA. Payments shall be made to the account number of the Subcontractor: IBAN CZ22 0710 0000 0000 0552 7231.
- 3.4. The Subcontractor cannot claim any amount whatsoever from UA in case UA cannot claim the amount from Agentschap voor Natuur en Bos.
- 3.5. In case Agentschap voor Natuur en Bos would claim any repayment of any amount already paid to UA and this request for repayment is caused by any act or omission on the part of the Subcontractor, Subcontractor agrees to repay the claimed amount to UA for further transfer to Agentschap voor Natuur en Bos.

### Article 4 : Reporting

- 4.1. The Subcontractor undertakes to deliver a digital draft of preliminary report on the 30th of April 2016, a digital draft end report on the 15th of October 2016 and the end report on the 30th of November 2016. The Subcontractor acknowledges and accepts that the aforementioned timings are essential in order to allow UA to comply with her reporting obligations towards Agentschap voor Natuur en Bos.
- 4.2. The Subcontractor acknowledges and accepts that in case of non-approval of the reports by Agentschap voor Natuur en Bos and this non-approval is caused by any act or omission on the part of the Subcontractor, Subcontractor undertakes to take any action necessary within due time in order to obtain the approval of the reports by Agentschap voor Natuur en Bos.

#### Article 5 : Results of the Tasks

In accordance with the Main Agreement, the results of the Project shall be owned by Agentschap voor Natuur en Bos. Therefore the Subcontractor undertakes to transfer the results resulting from the execution of the Tasks (hereinafter referred to as the "Results") and the associated intellectual property rights to UA in order for UA to transfer it to Agentschap voor Natuur en Bos. The Subcontractor cannot claim any ownership on the Results whatsoever.

#### Article 6 : Publication

- 6.1. The Subcontractor is not allowed to make any publications with regard to the Results of the Project without obtaining the prior written approval of UA. In case of an approved publication, Subcontractor undertakes to include UA and her researchers as co-author in accordance with academic practices.
- 6.2. In any approved publication, reference has to be made to Agentschap voor Natuur en Bos.

#### Article 7 : Confidentiality

- 7.1. All information which is marked as "confidential" or "proprietary" shall be Confidential Information and shall have a secret and confidential nature. Orally disclosed information shall not be considered as Confidential Information, unless it is reduced in writing and marked as "confidential" within thirty (30) days after its disclosure. Information which is not identified as "confidential" or "proprietary" shall nevertheless be treated as Confidential Information, if the receiving Party knows or should reasonably be expected to know about the secret and confidential nature of such information.
- 7.2. The receiving Party accepts the disclosing Party's Confidential Information with the sole objective of the execution of this Agreement ("Purpose"). The receiving Party shall not (i) use the disclosing Party's Confidential Information for any purpose other than the Purpose, (ii) nor publish or disclose the disclosing Party's Confidential Information to any third party without the written prior consent of the disclosing Party.

#### Article 8 : Liability – Indemnification

- 8.1. In case Subcontractor does not comply with his obligations under this Agreement, Subcontractor shall be held liable for any damages, costs and expenses suffered by UA as a result of this non-compliance and shall indemnify UA for those damages, costs and expenses.
- 8.2. UA cannot be held liable for any damage to persons or goods which are directly or indirectly caused by the execution of the Tasks by Subcontractor. Subcontractor shall indemnify UA for any claim received from Agentschap voor Natuur en Bos or any third party.

#### Article 9 : Applicable law – Dispute resolution

- 9.1. The execution and interpretation of this Agreement is governed by the laws of Belgium and no other law will be applicable.
- 9.2. Both Parties agree to first endeavor to settle amicably any dispute arising from the execution or interpretation of this Agreement. In the absence of an amicable settlement within a reasonable term, such dispute shall be submitted to the competent courts of Antwerp, which shall be the only competent jurisdiction.

#### Article 10 : Miscellaneous

- 10.1. This Agreement, including all Attachments, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and any modifications of this Agreement and Attachments shall be signed by both Parties.
- 10.2. Neither Party will assign any of its rights or obligations under this Agreement to any other person or entity, without the prior written consent of the other Party.
- 10.3. In all cases where this Agreement does not foresee in a regulation, both Parties shall still agree on this and this in line with the intentions of the Parties. If any part of this Agreement becomes invalid, illegal or unenforceable the Parties shall in such an event negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as nearly as possible gives effect to their intentions as expressed in this Agreement.
- 10.4. The invalidity of one article or clause does not imply the invalidity of the entire Agreement.
- 10.5. All notices or communications shall be disclosed to the addresses of the Parties as mentioned at the commencement of the Agreement. Each Party shall inform the other Parties in writing of any address change. All communications shall be addressed to the new address.
- 10.6. The failure of a Party to exercise or enforce any of the rights under this Agreement shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times hereafter.

IN WITNESS whereof the Parties have signed this Agreement in duplicate by their duly authorised representatives at Antwerp on ..... Each Party confirms having received one fully signed original.

For Universiteit Antwerpen,

Prof. Dr. Alain Verschoren

Rector

For Subcontractor,

Doc. Dr. Václav Pižl

Director

Doc. Mgr. Ing. Jan Frouz

Subcontractor

Read and approved,

A handwritten signature in purple ink, appearing to read "Rudy", with a large, sweeping flourish underneath.

Prof. Dr. Ruurd van Diggelen

Promotor

ATTACHMENT 1 : Main Agreement

ATTACHMENT 2 : Research Proposal

ATTACHMENT 3 : tasks

- Per sample point the following soil community parameters are determined:
  - Microbial biomass per volume in the upper 10 cm of the soil
  - Microbial respiration per volume in the upper soil layer
  - Characterisation of both the microbial community and the ratio bacteria:fungi using PLFA techniques
  - The density (numbers per volume) in the upper 10 cm of the next important groups:
    - Mites (Acari),
    - Springtails (Collembola)
    - Nematoda, identified at the level of so called “feeding groups”.
    - Earthworms, identified at the species level