

- 2.2 The University has the right, at its sole discretion, to extend the Agreement for a further period, for the sampling period of 2019 under similar or improved conditions of this Agreement ("the extended period") after giving written notice to the Supplier prior to the conclusion of the term of the Agreement.
- 2.3 Notwithstanding paragraphs 2.1 and 2.2 above, the University may terminate the Agreement, for whatsoever reason, after giving prior written notification of 7 days to the Supplier.
- 2.4 In the event of early notification, the Supplier has the right to receive payment as detailed below, for services actually rendered in accordance with the University's instructions as at the date of early termination, and shall not be entitled to any other form of compensation.

3. **The Research:**

- 3.1 It is agreed between the Parties that the Research will be conducted by Dr. Roey Angel, of the Institute of Biologické centrum AV CR, v. v. i. ("the Researcher") who has the knowledge, the skills and the experience required to perform the Research under the conditions as set forth herein.
- 3.2 The description of the Research is detailed in Appendix A, attached hereto as an integral part of the Agreement.

4. **Work plan:**

- 4.1 The Supplier undertakes to comply with the timetable, to perform the Research, as described in the Appendix A, and as agreed between the Parties.
- 4.2 In the event of delay and deviation from the timetable as stated above, the Supplier undertakes to report such a case to the University's representative and obtain his confirmation.

5. **Coordination and supervision:**

- 5.1 The University's representative will be Dr. Idan Shapira, the coordinator of Terrestrial Biodiversity Monitoring at Israel's National Nature Assessment Program (Maarag)
- 5.2 It is duly noted that the request to perform the Research and services will be sent to the Supplier by the International Purchasing and Import Department at the University, through the office of Ms. Rachel Schefler, or Mr. Shmuel Gutman, by means of an international purchase order. Services will be rendered only after receipt of such purchase order.

6. **Scope of the Supplier's authority:**

- 6.1 The Supplier absolves the University from all its decisions that would impose financial obligation. Any deviation from this authority does not devolve upon the University but on the Supplier alone.
- 6.2 The Supplier is not entitled to sign any pledge and other documents on behalf of the University, and is not entitled to present itself to a third party as the University's representative and/or authorized party and/or delegate.

7. **Payment and conditions:**

- 7.1 After the Research has been completed to the satisfaction of the University (i.e. raw data and annual report), the University will pay the Supplier **the total amount of Euro 8,958** (Eight thousand nine hundred and fifty eight Euro).
- 7.2 The payments will be disbursed in two installments as follows:
- 7.2.1 The amount of **4,479 Euro** will be paid **at the end of November**, for laboratory work performed during the months of June-November and the work of collecting samples during the months of September-October.
- 7.2.2 The amount of **4,479 Euro** will be paid at the **end of December for the 2018 final report**.
- 7.2.3 Should the full amount of the funding for the year 2018 not be used, the remainder may be transferred to the Research in the following year, depending on the progress of the Research.
- 7.3 The payments will be remitted to the Supplier's bank account, whose details are as follows:

Bank: **Raiffeisenbank a.s.**
Seat: **Premysla Otakara II. 13, Ceske Budejovice**
Currency: **CZK**
SWIFT: **RZBCCZPP**
IBAN: **CZ88 5500 0000 0050 0220 9089**

8. **Completion of payment:**

The payment mentioned above is final and includes all costs incurred by the Supplier in terms of the Agreement and/or arising therefrom, including obligations unforeseen at the time of the signing of the Agreement, all tasks or services requiring execution, and investments that have been or will be undertaken by the Supplier in connection with providing the services and any other expenditure.

The Supplier is not entitled to claim expenses from the University or amendments to the payment as detailed in the Agreement, pertaining to wages due, imposition and elevation

of taxes, levies or compulsory payments of any kind, whether direct or indirect or imposed by any other party.

9. **The following is agreed between the Parties :**

9.1 It is agreed that there is not and will not be any employer/employee relationship between the Parties to this Agreement. This Agreement is in the nature of an *ad hoc* contract terminable upon completion of the Work.

9.2 The services and research are provided by the Supplier as an independent contractor and there is not and will not be any employer/employee relationship between the employees and/or representative of the Supplier and the University.

9.3 Throughout the period of the Agreement, the Supplier undertakes to comply with all the laws regarding the employees hired for the performance of the Agreement pertaining to their employment, including payment of salaries, all taxes applicable to an employer by law and/or contract and/or custom.

9.4 The Supplier hereby declares that he has complied with his obligations regarding the rights of employees under the relevant laws, collective agreements and additional directives where applicable.

9.5 The Supplier will reimburse and/or indemnify the University against all amounts it may pay as a result of claims and/or legal action taken against the University or its representative on behalf of the Supplier and/or its employees and/or its representatives, or for any alleged claim pertaining to employer/employee relationship between the University and the Supplier, or between an employee and a representative of the Supplier.

9.6 To allay any doubt, it is noted that the University is not responsible for any obligation or debt incurred by the Supplier, regarding services of all kinds that the Supplier offered to Maarag and/or to the Israeli National Academy of Science prior to the signing of this Agreement. The University's obligations are for those services that will be provided by the Supplier in terms of this Agreement alone.

10. **Liability, Insurance and Responsibility:**

The supplier undertakes to bear the full and sole responsibility for every act and/or omission and/or that of its employees and/or each of its workers, for all damages and/or expense of every kind caused to anyone including the University, damage to assets, as a result of or as a consequence to the providing of services included in this agreement. The Supplier undertakes to reimburse and indemnify the University against all these damages mentioned, immediately and upon receipt on the first demand.

The Supplier undertakes to purchase from a known Israeli Insurance company all the requisite insurances of the division in which he functions (including third-party insurance, employers' liability, and other professional liability).

11. Rights and Obligations:

It is noted and agreed that the Supplier is not permitted to assign or alter or transfer rights and/or duties as required in terms of this Agreement without the prior written consent of the University. Notwithstanding the above, where the University approved the assignment or alteration of rights and duties of the Supplier, the Supplier is not released from its responsibilities towards the University and/or third parties in terms of this Agreement.

12. Termination due to breach:

12.1 In the event that the Supplier does not comply with his commitments in terms of this Agreement, for whatever reason, whether he has already commenced or has not yet commenced his services, and does not repair the breach within 7 working days from the receipt of a written notification by the University, the University is entitled, at its discretion, to terminate the Agreement with the Supplier, without derogating from its rights to indemnification in terms of this Agreement and the law.

12.2 Violation of the Agreement by the Supplier is considered a fundamental breach, and the University is entitled to terminate the Agreement with immediate effect, without derogating from its rights to indemnification in terms of this Agreement and the law.

13. Products of the research:

13.1 The Supplier declares that all documents, data, intellectual property, including products from the research rendered, that will be gathered, developed and/or delivered to the University by itself and/or its representative for that purpose, or that which, in the process of providing services, and/or which was delivered to him by the University and/or which was disclosed to them within the framework of this Agreement, such information belongs to the University alone, exclusive property for all purposes. All rights are vested in the University, including patents, samples and copyrights, and everything else at no additional cost.

13.2 The University hereby presents the Supplier performing the services with the rights to utilize the raw materials that have been gathered for purposes of the academic research, at no cost but not permissible for transfer. In his scientific publications that make use of the raw material collected in the framework of this Agreement, the researcher carrying out the research will make specific reference to the fact that the materials gathered during his work were performed on behalf of Maarag and the University.

14. Authorization:

The Parties agree that jurisdiction on all matters pertaining to the subjects and matters contained in and resulting from this Agreement will be dealt with by the authorized courts of law in Tel Aviv.

15. Any delay in the exercise of rights is not considered a waiver and no waiver will be considered valid unless done in writing.

16. Contracts Register

This contract becomes valid with the moment of its signing by both contracting parties and effective with its publication in the Contracts register in accordance with the Czech Act no. 340/2015 Coll., the Contracts Register Act. The contracting parties have agreed that the publication of this contract in the Contracts register in accordance with Czech Act no. 340/2015 Coll., the Contracts Register Act, shall be the responsibility of **Biologické centrum AV ČR, v. v. i.** (the Biology Centre of the Czech Academy of Sciences). The contracting parties agreed that all information in this contract that was not previously marked and agreed upon as confidential shall be published in the Contracts register.

17. Addresses of Parties:

Notice by registered mail will be sent to the addresses of the Parties detailed in the preamble to the Agreement, and will be considered as received 3 days after the date on which it was sent; and if delivered by hand – it will be considered received on delivery.

Thus made and entered into on the date aforewritten.

The Supplier:

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

The University:

By: _____

(Research Agreements)
(TAU & Biologické centrum AV ČR 10/7/2018)

(ref.224512)