



**Contract
No. 4000/3/13 - CHMI**

Between
Represented by Czech Hydrometeorological Institute, Prague
Ing. Vaclav Dvorak, PhD.
Director
Na Šabatce 17
143 06 Prague 4 – Komorany

contact person : Ing. Jiří Novák
Na Šabatce 17
143 06 Praha 4

IČO : 00020699

Contracting authority

and
Represented by Leibniz – Insitute for Tropospheric Research (TROPOS)
Prof. Dr. Andreas Macke
Director
Permoser.Str.15
04318 Leipzig

Prof.Dr.Alfred Wiedensohler
Permoser.Str.15
04318 Leipzig

Contractor

§ 1 Object and Scope of the Services

(1) This Contract concerns the quality assurance for the measurement of ultrafine particles with Round - Robin Test in the station AMS Prague-Suchdol, Rozvojova 2/135.

(2) The Contractor shall provide the services in accordance with its offer from July 2012 (Appendix) . The offer and the terms of reference are part of the contract.

(3) The reports and protocols are to be complete, clear and comprehensibly drafted. Requirements, evaluation criteria, conclusions and evaluations as well as not conclusively proven facts are always to be clear and substantiated. The implications



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of the scientific results are to be presented with an understandable guide for practical application in a separate chapter (paragraph).

(4) The reports and protocols are written in triplicate, including all measurements and analyzes on CD-Rom to transfer/hand over the respective data. Should a situation arise, the figures in reports are listed separately in order to make necessary adjustments to the layout of other publications in the future.

§ 2 Performance of the Contract /Co-operation

(1) The Contractor shall perform the work continuous in contact and in consultation with the authorities responsible for the technical support of the project. Contact person of Contractor Authority is Mr. Jiri Novak ,tel: +420 244033451, E-mail address: novakj@chmi.cz, Central Laboratories of Imission, CHMI.

(2) The Contracting Authority creates the necessary conditions for the implementation of the contract, in particular by providing the equipment or the permission of access to the measure station.

(3) The Contractor should carefully perform the services according to the current state of science and technology.

§ 3 Contract Execution / Deadlines

The Contractor should provide the offered services between March 2013 and December 2014. The relevant reports / protocols should be delivered within two months after the conclusion of each activity.

§ 4 Acceptance / Approval of Services

(1) The adoption of the service provided is to be done by approval of the performance by the Contracting Authority.

(2) The approval is given by the verification of delivered reports by the Contracting Authority. In case that the Contracting Authority does not approve the performance of certain service, the Contractor must be informed within one month. In the absence of Contracting Authority objections within that period, the service shall be deemed approved.

(3) If the service is not approved by the Contracting Authority, the Contractor is given a reasonable deadline for the revision or amendment of the *data/service*.

Amendment must be granted by Contractor without additional compensation.

(4) If the performance is not even after a revision / amendment approved, the Contracting Authority may refuse to accept it and make the cancellation of the entire contract or apply a reduction in price of the contract.

§ 5 Conditions of Payment

(1) The Contractor Authority (CHMI) will send for the services under this contract a remuneration of € 20.826,00 . The remuneration will be paid in the following installments:

after acceptance of the test reports of the RR test in May 2013: EUR 5.206,50;

after acceptance of the test reports of the RR test in September 2013: EUR 5.206,50;

after acceptance of the test reports of the RR test in January 2014: EUR 5.206,50;

After acceptance of the test reports of the RR test in September 2014: EUR 5.206,50.

(2) Payment will be done on a receipt of a proper invoice, delivered by Contractor. The remuneration is to be paid by the Contracting Authority within 30 days to the account indicated on the invoice of the Contractor. The invoice must be issued and delivered on 30.11. of the calendar year latest.

(3) Fees for additional services, copyright claims, intellectual property indemnification (particularly travel costs) or special payments are not included, except that a written agreement between the parties are agreed upon.

§ 6 Rights of Use

(1) The right of publication of interim reports and the final report or parts of it is exclusively Contracting Authority's mandate. Results of the Round-Robin test project may be published, used or provided to the third party with the consent of the Contracting Authority only.

(2) The Contractor should provide any information about results of the project to the third person during as well as after the project realization.

§7 Equipment Handling (*Equipment Treatment*)

The Contractor agrees to keep all of Contracting Authority provided equipment properly.

§ 8 Final Term of the Contract

- (1) The contract should be signed in duplicate. One copy remains with the Contracting Authority, one with the Contractor.
- (2) Verbal agreements are not legally binding. Changes and additions to this Agreement shall only be effective if they have been agreed in written form. The same applies for a cancellation or change of this written form clause. The written form is the only valid form and therefore it is not eligible to apply amendments or changes via e-mail.
- (3) If one or more items of this contract should be or should become invalid or ineffective, the validity of the remaining items shall remain unaffected. In case of invalid items occurrence, the contracting parties are obliged to exchange invalid item by a legally valid item to meet the target. The same applies to the filling of contractual gaps.
- (4) This Contract is neither an employment nor a similar relationship to the employee of the Czech Republic.
- (5) Jurisdiction is the Czech Republic.

Czech Hydrometeorological Institute, Prague

Ing. Vaclav Dvorak, PhD., Director

Date: 27-05-2013

Sign.: 

Institute for Tropospheric Research Leipzig,

Prof. Dr. Andreas Macke, Director

Date:

Sign.: 

Project UFIREG

No. 3CE288P3-ULTRAFINE PARTICLES
The Central Europe Programme
PP5, Czech Hydrometeorological Institute
CE-UFIREG-9973



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