

## GENERAL TERMS & CONDITIONS ("GT&C")

issued by the Czech Arctic Research Station on the Svalbard archipelago

### 1. Introductory Provisions

1.1 For the purposes of these GT&C, the term:

- a) "Provider" shall mean the Czech Arctic Research Station (CARS) on the Svalbard archipelago, which is a scientific facility owned and operated by the University of South Bohemia in České Budějovice, with registered office at Branišovská 1645/31a, 370 05 České Budějovice, Czechia, identification number: 60076658. Contact address in Norway: Czech Arctic Research Station, NO: 911 879 689, Vei 401-42, 9170 Longyearbyen, Svalbard, Norway; contact address in Czechia: "Přírodovědecká fakulta, Jihočeská univerzita v Českých Budějovicích, Branišovská 1760, 370 05 České Budějovice", cars@prf.jcu.cz (hereinafter referred to as "CARS" and/or "Manager");
- b) "Client" shall mean a legal entity to which the Provider renders services to support the entity's scientific activities and/or for which the Provider organizes projects to be supported by the CARS infrastructural resources [activities of a non-economic character according to Article 19 of the Communication from the Commission – Framework for State aid for research and development and innovation (2014/C 198/01)];
- c) hereafter, the Provider and the Client shall be jointly referred to as "Contractual Parties";
- d) "service" shall mean all services offered by the Provider as specified in the Offer List;
- e) "Service" shall mean a service specifically required by the Client;
- f) "Order Form" shall mean an Offer List whereon the services are specified;
- g) "Order" shall mean a transaction accomplished by and between the Client and the Provider, specifying the place where and the dates when the Provider is expected to render the required Service;
- h) "Personal data" shall mean any information on the Client's data subject according to which the subject could be directly or indirectly identified;
- i) "Price" shall mean a sum to be paid for using the CARS infrastructure;
- j) "Contract" shall mean a Contract on Providing Services, which is represented by a specific Order, which is bindingly completed by the Client based on the Provider's offer, and confirmed by the Provider.

1.2 These GT&C stipulate rights and duties following from a Contract in which the Provider shall undertake to render to the Client Services as specified according to the Offer List and the Client shall undertake to pay for the Services an agreed-upon Price.

1.3 Rights and obligations arising between the Provider and the Client shall be governed by the law of the Czech Republic, primarily by Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "Civil Code"). The competent court for the resolution of disputes arising between the Provider and the Client shall be the court with substantive and local jurisdiction according to the relevant provisions of Act No. 99/1963 Coll., Civil Procedure Code, as amended.

1.4 The Client agrees that the mutual rights and obligations of the Provider and the Client shall be governed by these GT&C, the current version of which is always available at the CARS, at the Faculty of Science of the University of South Bohemia in České Budějovice and on the website of the Faculty of Science. The Client acknowledges the Provider's right to unilaterally change these GT&C to a reasonable extent. In the event of such unilateral change to the GT&C, the Provider is obliged to notify the Client of this change by updating the version of the GT&C located at the above locations. Due to such a change, the Client shall be entitled to terminate the Contract on providing Services to them in writing within 30 calendar days from the date of publication of the GT&C in an updated form. The Client shall send the written notice by registered mail via a renowned postal service provider to the Provider's contact address in Czechia. If the Client does not exercise their right within the period according to the previous sentence, they are considered to have agreed to the updated GT&C.

1.5 The GT&C are always a constituent part of the Contract between the Provider and the Client. Deviating provisions in a binding Order or another agreement between the Parties on services (framework contract, etc.) take precedence over the wording of the GT&C.

1.6 The Client hereby declares that the person acting for them is entitled to all legal acts within the scope of the Contract.

## **2. Contract**

2.1 The subject-matter of the Contract is providing Services to the Client based on a filled-in Order.

2.2 The Client shall order Services which they chose (in quantities and at places of their choice) in the following manners:

- a) by sending a filled-in Order Form to the e-mail address cars@prf.jcu.cz;
- b) in person at the Czech Arctic Research Station on the Svalbard archipelago or at a contact address in Czechia.

2.3 The Client acknowledges that in the above-mentioned ways they place the Order, which is a proposal of the Contract, and agrees without reservation to the provisions of the GT&C valid and effective at the time of placing the relevant Order. The Contract itself is concluded at the moment of delivery of the Provider's binding confirmation to the Client with their Order.

2.4 The Client is responsible for the correctness of the data given in the Order. When so asked by to Provider, the Client is obliged to submit all documents in order to check the correctness of the filled-in data. Unless agreed otherwise between the Provider and the Client, any and all requirements shall be specified by the Client no later than when the Order is being completed.

2.5 The Client is entitled to expand or otherwise modify the scope of the ordered Services according to the Provider's capacity beyond the scope of the original Order on the spot by verbal agreement. The extent of Services used is confirmed at the end of the use by signing a form where the Services actually used are listed and the signatures of the representative of the Client and the Provider are attached.

2.6 The Client undertakes to pay the Price of the ordered Services, which is indicated for individual types of Services, according to the current cost calculation.

2.7 The Client is obliged to pay the Price for the Services according to these GT&C, within the deadline set on the basis of the issued tax document/invoice. The maturity date of the issued tax document is 21 days. Payment is only possible by non-cash transfer to the Provider's bank account and is considered paid within the deadline according to the previous sentence if it is paid no later than 24:00 on the last day of the deadline.

2.8 The Client acknowledges that the Order may be cancelled or modified due to unforeseeable extraordinary circumstances on the Provider's side. In such a case, the Provider will inform the Client of the cancellation or modification of the Order without undue delay, and the Client will receive back all payments that have already been made. For the return of payments, the Provider will use the same means of payment with which the specific payment was made, unless otherwise agreed by the Contractual Parties.

### **3. Price of Services**

3.1 The Price of individual Services is determined by the current calculation of costs for individual Services, which is part of the Order Form and is also available in printed form at the CARS, at the Faculty of Science, and on our website.

3.2 The Price of the ordered Services can only be paid by cashless transfer to the Provider's account. This does not exclude the possibility of an agreement between the Client and the Provider on another method of payment.

3.3 All bank charges and fees related to the payment of the Price of the Services shall be paid by the Client.

### **4. Rights and obligations of Contractual Parties**

4.1 After the Price of the ordered Services is paid, the Provider shall be obliged to provide the respective Services in the agreed scope, quality, at the date and place specified in the Order.

4.2 The chosen Services shall be provided to persons listed in the Order. The person to whom the Services are to be provided is obliged to appear on the agreed date at the place of provision of the Services, taking into account adverse weather and other unforeseeable events, unless otherwise agreed between the Contractual Parties.

4.3 Specific persons to whom the Services are to be provided are obliged to familiarize themselves with the content of the Services, the wording of these GT&C, or other necessary information, especially the operating regulations. These persons are obliged to assess their own health and physical fitness to safely use the ordered Service. Persons shall participate in the ordered Services at their own risk, and the Provider shall be nowise held responsible for any health complications that may arise on the Client's side as a result of using the Services.

4.4 The Client is obliged to follow the instructions of the facility managers and trained employees of the Provider.

4.5 While implementing their research activities, the Client is obliged to cooperate with the facility managers, especially when the use of laboratory spaces and means of transport is needed, and to notify in time plans and requirements for drawing up a schedule for the use of individual spaces and equipment.

4.6 In the case of Client's self-catering, the Client shall be obliged to cooperate with the Payer House manager regarding the operation of the kitchen in this building.

4.7 The Client is obliged to respect other users of the facilities and equipment, especially during operation in the summer season, as regard space, privacy of other users and cooperation in creating the above-mentioned schedules.

4.8 In case the Services cover the use of the CARS equipment, the Client shall be obliged to get thoroughly acquainted with the condition and function of individual equipment items. The Client hereby declares that the persons on the Client's side have been properly trained to use this equipment and they hold all the permits, licenses and/or certificates, if necessary for the use of the above-mentioned equipment.

4.9 If so asked by the Provider, the Client shall submit the permits, licenses or certificates required for the use of individual equipment items, if they are included in the ordered Service. The Client shall be solely responsible for registering in the "Research in Svalbard" database those scientific projects that they will carry out in the Svalbard area with the support of the Services provided, as well as for securing all necessary documents, including liability insurance.

4.10 The Client shall be entitled to take over the equipment, that is part of the Service, in an operable condition, free of any obvious defects.

4.11 The Client undertakes to use the equipment, that is a part of the Service, exclusively in a manner adequate to its nature and purpose and to take all precautions to prevent any damage to this equipment.

4.12 When using the equipment that is the subject of the Service, the Client is obliged to familiarize themselves with all the relevant legal regulations, especially hygiene, firefighting, safety and environment protection regulations, and they are obliged to comply with such regulations.

4.13 The Client shall be responsible for keeping the Provider's facility in good order and after the Services are terminated, the Client shall be obliged to clean up the premises and equipment used.

4.14 In all outputs resulting from the use of the CASR infrastructure, the Client shall be obliged to mention the infrastructure in the acknowledgments according to the following wording:

*"The authors would like to thank the Czech Arctic Research Station of the University of South Bohemia in České Budějovice."*

4.15 The Provider shall be allowed to refuse to provide or to terminate provision of Services especially in case:

- a) The Client will conduct in a manner contravening the applicable legal regulations and/or the Provider's moral principles;
- b) The Client will fail to appear for the performance of the Services without prior notice;
- c) The Client will handle the Provider's equipment, which is a part of the Service, in a manner that is contrary to the purpose or nature of its use;
- d) The Client will grossly violate the basic regulations of hygiene, firefighting, safety and environment protection legislation.

## **5. Notification obligation, damages and penalties for non-compliance with contractual provisions**

5.1 The Client is obliged to report immediately and in person (or in writing if so asked), all serious facts that would endanger the Provider's property.

5.2 The Contractual Parties are obliged to prevent the occurrence of damage and take all necessary measures to avert it.

5.3 The Client or a person allowed by the Client to access and/or handle the Provider's property which/who causes damage to the used equipment rendered by the Provider, shall be obliged to compensate for this damage, in the form of restoring it to the previous state by repair or addition, or by financial refund. The method of compensation for specific damage is left to the discretion of the Provider.

5.4 In case the Client fails to repair the equipment or the damage without undue delay, the Provider shall be entitled to carry out the necessary repair work himself or through a third party. If so, the Client shall be obliged to repay to the Provider in full expenses thus spent.

5.5 The Provider shall not be held responsible for damage to the property of the Client or other persons caused by an accident, theft or otherwise, nor for injury, damage to health or property caused from any reason.

5.6 Breaching obligations imposed in these GT&C shall be considered a violation of contractual provisions and, if resulting in a damage, such damage shall be enforceable.

5.7 If the Client relocates a piece of used equipment without first obtaining the Provider's consent, the Provider may charge the Client a one-time contractual penalty of up to NOK 10,000 for each individual case. The same applies to a situation in which the Client allows using such equipment to a third party without the Provider's consent. This does not affect the provision on compensation for damage caused by the Client to the Provider's equipment.

## **6. Complaints and withdrawal from Contract**

6.1 The Provider is obliged to provide the Services in compliance with the Contract concluded according to these GT&C. The Provider is obliged to inform the Client about the scope, conditions, and method of applying responsibility for defects of the Services.

6.2 Should the Provider fail to fulfill the obligations arising from the Contract duly and on time, the Client shall be entitled to apply a complaint about the Service, but no later than 24 hours after the Service was or should have been provided.

6.3 Should the Client find that the Services they ordered were performed in a defective manner, they shall notify the Provider of this fact without undue delay. If the Client fails to do so, the Provider will not recognize the rights from defective performance.

6.4 The Provider shall be obliged to provide the Client with a written confirmation of the applied complaint, of its content and the method of settlement of the complaint requested by the Client. The complaint must be handled without undue delay, or possibly as agreed between the Contractual Parties.

6.5 The Client cannot complain and ask for financial compensation if the cause of the complaint follows from a force majeure event.

6.6 The Client shall not be allowed to withdraw from the Contract in case the relevant Services have already been provided.

6.7 Should either Contractual Party violate the Contract, the other Party shall be entitled to withdraw from the Contract without undue delay from the moment they learned of the violation.

6.8 In case of withdrawal from the Contract, the withdrawing Contractual Party must demonstrably inform the other Party in the form of a unilateral written legal act.

## **7. Cancellation Terms**

7.1 If the Client cancels their Order, they shall be obliged to pay the Provider the Price of the ordered Services in full, except in the following cases:

- The Services cannot be used due to force majeure (e.g. weather, illness), in this case the Client shall be obliged to prove such obstacle to the Provider.
- The Order is cancelled more than 1 month before the agreed start of using the Services.

7.2 The Client shall be obliged to pay the cancellation fee for the cancellation of the Order according to these GT&C, within the period specified in an issued tax document/invoice. The maturity date of an issued tax document is 21 days. Payment is only possible by non-cash transfer to the Provider's bank account and is considered paid within the deadline according to the previous sentence if it is paid no later than 24:00 on the last day of the deadline.

## **8. Other Provisions**

8.1 The Client may be sent mail to the e-mail address of his specification. The Provider shall receive mail from the Client at the e-mail address specified in Article 1.1, a), or in another way agreed between the Contractual Parties.

8.2 The Client and the Provider have agreed that the Provider shall not be held responsible for any damages possibly caused by third parties, other than the Provider, neither for damages resulting from an exceptional, unpredictable and/or insurmountable obstacle emerging independently on the Provider's will, including, but not limited to, damages attributable to natural disasters and/or similar occurrences. The Client accepts that inclement weather or other external influences may render the Provider incapable of guaranteeing proper and timely transportation service, provided such service was agreed between the Provider and the Client.

## **9. Processing Personal Data**

9.1 As part of the legal relationship arising from the Contract, the Provider will process the Client's personal data for the following purpose:

The processing of personal data is necessary for performance of the Contract. If the data subject does not agree to the provision of their data for this purpose, the Contract cannot be concluded. For this purpose, the personal data of a Client's data subject will be processed to the extent necessary, whereas the processing of such personal data is subject to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "Regulation"), as well as information related to the subject of the Contract (e.g. Services

identification, method of payment, including payment information such as number of a bank account, from which the payment was made, etc.). The Provider shall be entitled to process this scope of personal data to protect their rights in the event of a dispute with a Client's data subject.

9.2 The Provider shall perform all processing of personal data themselves and with their own means.

9.3 The Provider shall transfer the personal data of the Client's data subject to other entities only if the entities are legally entitled to access such data (law enforcement authorities, other control authorities with legal authorization to access such information) and/or if it is necessary for the protection the Provider's rights (court).

9.4 The Client's data subject shall have all the rights granted by the Regulation and other legal regulations.

9.5 The Client's data subject may especially ask the Provider for information about the processing of their personal data for all the above-mentioned purposes. If the data are used to decide on the rights of the Client's data subject, the Provider shall be obligated to tell the Client's data subject, without undue delay, about at least the purpose of the data processing; their categories being processed; their receivers and/or receiver categories; and the ways of their automated processing.

9.6 The Client's data subject, who believes that the Provider processes their personal data in violation of the law, shall be entitled to file a complaint. With the Provider as personal data controller, the Client's data subject may also exercise the right to rectification, erasure, restriction of processing, or the right to data portability.

9.7 Any inquiries, suggestions and/or comments concerning the protection of personal data can be sent to data protection officer via the data box ID vu8j9dv, e-mail address [povenerec@jcu.cz](mailto:povenerec@jcu.cz) or in a written communication addressed to Branišovská 1645/31a, 370 05 České Budějovice, Czechia.

9.8 In any case where the Client's data subject has a reason to believe that their personal data are being processed without authorization (especially if the Provider fails to respond to their request for information or rectification or the data subject does not agree with the Provider's statement), a complaint can be made with the respective supervisory authority, the Czech Office for Personal Data Protection.



## 10. Final Provisions

10.1 If any provision of these GT&C proves to be invalid or ineffective, the relevant provisions of the Civil Code shall apply instead of the invalid or ineffective provisions of these GT&C. The invalidity or ineffectiveness of a GT&C provision shall not affect the validity of the other GT&C provisions.

10.2 The latest issue of these GT&C shall cancel all previously issued GT&C. The legal relationships shall always be governed by the GT&C applicable at the time when the relationships were established.

10.3 The Client hereby declares that they have read these GT&C, understands them, and agree to them.