CONTRACT FOR THE PROVISION AND MODEL ADAPTATION

GLOBIOM

CONTRACTOR

Name	**[insert]**
Domicile	[insert], Postal code (PSČ) [insert]
Company ID (IČO)	[insert] VAT ID(DIČ) [insert]
Registered	at [insert information about entry]
Represented by	[insert name and position]

AND

CLIENT

Name	**Ústav výzkumu globální změny AV ČR, v. v. i.** **(Global Change Research Institute CAS (GCRI)**
Domicile	Bělidla 986/4a, 603 00 Brno, Czech Republic
Company ID (IČO)	86652079 VAT ID(DIČ) CZ86652079
Registered at	Rejstřík veřejných výzkumných institucí (Index of Public Research Institutions)
Represented by	prof. RNDr. Ing. Michal V. Marek, DrSc., dr. h. c., director

according to Paragraph 1746, Sect. 2 of the Civil Code, conclude the following agreement:

I. SUBJECT AND PURPOSE OF THE CONTRACT

1. The GLOBIOM Model is to be used for the SustES project - Adaptive Strategies for Sustainability of Ecosystem Services and Food Security in Harsh Natural Conditions (Reg. No. CZ.02.1.01/0.0/0.0/16_019/0000797), supported by the European Structural and Investments Funds. The aim of the project is to develop a fundamentally new concept for risk identification and adaptation strategies to ensure the sustainability of ecosystem services and, in particular, food security (i.e. ensuring a sufficient quantity of food of adequate quality) under the conditions of ongoing climate and socio-economic changes. All project activities aim at defining holistic adaptation strategies, taking global and local factors into account in an original and innovative way.

2. The purpose of this Contract is to develop a detailed GLOBIOM-Czech Regional Model, compatible with the GLOBIOM Model, and to create the prerequisites for the operation of the GLOBIOM-Czech Model by the Client.

3. The subject of this Contract is the Contractor's obligation to

   a) provide the source code of the GLOBIOM Computing Model (software) and the corresponding licenses;

   b) train employees of the Client in working with the Model,

   c) provide material and intellectual assistance in the development of the GLOBIOM-Czech Regional Model by the Client, incl. parameterization of Model input data,

   d) ensure compatibility of the GLOBIOM and GLOBIOM-Czech Models.

   and the Client's commitment to provide the Contractor with the assistance required and to pay the agreed remuneration.

II. OBLIGATIONS OF THE CONTRACTOR

1. The Contractor is bound to provide the source code of the GLOBIOM Computing Model (Software) and, if applicable, its regional (i.e. European) derivative within 30 days of the signing of this Contract, **which shall continue for an indefinite period of time.**

2. The Contractor will train employees of the Client in working with the Model, not less than the length of 40 hours, not later than 90 days after the signing of this Contract.

3. The Contractor will provide material and intellectual assistance in the development of the GLOBIOM-Czech Regional Model on the basis of the Client's instructions.

4. The Contractor shall perform the parameterization of the GLOBIOM-Czech entry data, in particular consisting of

   a) analysis of commodities produced in the Czech Republic in relation to the global agrarian market and its response to climate change, and to do so repeatedly if required according to the needs of the SustES project,

   b) modelling selected scenarios of future climates, and to do so repeatedly if required according to the needs of the SustES project,

   on the basis of the data available to the Contractor and on the basis of the data delivered to the Contractor by the Client.

5. The Contractor shall ensure the compatibility of the GLOBIOM and GLOBIOM-Czech Models.

6. Fulfilment of the Contract shall be provided at the place of the Client's premises, unless otherwise agreed by the Contracting Parties in a particular case. Such a case does not require the amendment of this Contract. Training (Article II/2) takes place at the premises of the Contractor. It is assumed that the majority of the obligations will be provided remotely using technical means.

III. REMUNERATION AND PAYMENT CONDITIONS

1. The remuneration will be paid according to the actual activities performed by the Contractor.

2. The remuneration for the activity of the Contractor shall be set at **CZK ... excluding VAT for 1 hour of activity**.

3. All preparatory activities performed (e.g. training, etc.) are regarded as billable. Travel time spent moving to and from the Clients location is not regarded as performance of the activity.

4. Remuneration for activity includes all costs incurred by the Contractor during the performance of this Contract, in particular administrative costs, travel expenses, etc. The remuneration for

activity of the Contractor also includes the remuneration for granting the license under this Contract.

5. The remuneration shall be paid on the basis of invoices containing the particulars of the tax document bearing the name and number of the grant project (SustES - Adaptation Strategy for the Sustainability of Ecosystem Services and Food Safety in Harsh Natural Conditions, CZ.02.1.01/0.0/0.0/16_019/0000797).

6. Invoices will be issued quarterly. The date of taxable performance is the day on which the representative of the Client confirms the List of activities performed. The Contracting Parties undertake to make such a day the last day of the calendar quarter.

7. An invoice will be accompanied by a List of activities performed. It will be signed by the Contractor and the Client.

8. The due date for all invoices is 30 days from the invoice date.

9. The Contractor is obliged to deliver the invoices to the address of the Client's domicile no later than ten working days after the day on which the List of activities performed is made.

10. The Client is entitled to return an incorrect invoice by the due date. The Contractor is required to submit a new or amended invoice, with a new maturity date of 30 days. The Contractor is obliged to deliver the new amended invoice to the address of the Client's domicile, within 5 working days of receiving the returned incorrect invoice.

11. The invoice considered paid on the day of debiting the relevant amount from the Client's account.

12. The Contractor cannot claim other payments or payments on other dates from the Client.

IV. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

1. The Contracting Parties shall inform each other of their intentions to modify and use the GLOBIOM and GLOBIOM-Czech codes.

2. Each Contracting Party shall maintain the confidentiality of information concerning the procedures of the other Contracting Party.

3. The Contractor shall provide the Client with exclusive and full scope and use of the unlimited license to the provided source code of the GLOBIOM Model or its derivative and any modifications made to it under this Contract; however, the Client is not entitled to publish the code or its modification provided by the Contractor. In particular, the Client is entitled to make copies of the code, change the code and process it further, connect with other parts, etc. The Client is entitled to agree a sub-license Contract. The Client is not obliged to use the license. The Contractor declares that they are entitled to grant the license to the extent granted.

4. The Contractor shall provide the Client with a license to use data or databases that are subject to copyright protection and on the basis of which the GLOBIOM-Czech Model will be parameterized, to the fullest extent possible in which the Contractor may grant a license. The extent to which the Contractor may grant a license shall be demonstrated by the Contractor. If the Contractor does not specify a limit to the handling of a particular set of data, it is considered not to be limited; in such a case, the conditions for using the GLOBIOM source code apply to the use of such data.

5. Without the prior consent of the Contractor, the Client is not authorized to use the GLOBIOM Model source code for commercial use if the use of the code is not effectively interlinked with the GLOBIOM-Czech source code, i.e. for regional (national or central European) analysis.

6. The Client grants the Contractor the right to use the source code of the GLOBIOM-Czech Model for non-commercial purposes. The Contractor is not entitled to publish or transmit any part of the GLOBIOM-Czech source code to any third party.

7. The Contractor may publish the calculations from the GLOBIOM-Czech Model only upon receiving the written consent of the Client.

V. Representatives of the Contracting parties

1. The representative of the Client is prof. Miroslav Trnka. The Client's representative may negotiate in the Client's name in way related with this Contract but cannot change or terminate the Contract.

2. The Contractor's representative is [insert]. The Contractor's representative may negotiate in the Contractor's name in way related with this Contract but cannot change or terminate the Contract.

VI. Mutual and final provisions

1. Neither Party may, without the written consent of the other Party, assign a claim for payment or debt from this Contract, nor assign this Contract to a third party.

2. No rights and obligations of the Parties may be inferred from practices established between Parties or practices maintained in general or in the field relating to the subject matter of the performance of this Contract.

3. If any of the provisions of this Contract appear to be illicit, the effect of this defect on the other provisions of the Contract shall be assessed mutatis mutandis under Paragraph 576 of the Civil Code.

4. This Contract shall be governed by Czech law, with the exception of conflict-of-law provisions.

5. Unless otherwise specified in this Contract, this Contract may be amended only in writing, by means of a numbered amendment to this Contract signed by both parties. To recognize the debt incurred in connection with this Contract is only possible in written form.

6. This Contract is drawn up in four copies each of the Contracting Parties shall receive 2 copies.

In Brno date [insert]   In Brno date [insert]

[insert]   prof. RNDr. Ing. Michal V. Marek, DrSc., dr. h. c.
[insert]   director
[insert]   Ústav výzkumu globální změny AV ČR, v. v. i.