



EVROPSKÁ UNIE
Evropské strukturální a investiční fondy
Operační program Výzkum, vývoj a vzdělávání



CONTRACT FOR THE PROVISION AND MODEL ADAPTATION HERMES AND MONICA

CONTRACTOR

Name **Leibniz Centre for Agricultural Landscape Research (ZALF) e.V.**
Domicile Eberswalder Straße 84, 15374 Müncheberg, Deutschland
Company ID (IČO) VR 3535 FF VAT ID(DIČ) DE811417184
Registered at Amtsgericht Frankfurt/Oder
Represented by Prof. Dr. Frank Ewert, Scientific Director and
Cornelia Rosenberg, Administrative Director

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 HERMES and MONICA models are 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 project-tailored HERMES-To-Go-Czech and MONICA-Czech agro-ecosystem models, compatible with the original models, and to create the prerequisites for the operation of the HERMES-To-Go-Czech and MONICA-Czech Models by the Client.
3. The spirit of this Contract is to achieve mutual benefits for both Contracting Parties in the further advancement of the art of agricultural modelling.
4. The subject of this Contract is the Contractor's obligation to
 - a) provide the source code of the HERMES-To-Go and the MONICA Model (software) and the corresponding rights for use and modification in compliance with the existing public licence conditions (Mozilla Public Licence – version 2);
 - b) provide installation programmes for MONICA and Hermes-To-Go as well as a set of parameters enabling specific adaptation to the Clients requirements for the Czech Republic,
 - c) train employees of the Client in working with the Models,
 - d) provide material and intellectual assistance in the development of the HERMES-To-Go-Czech, resp. MONICA-Czech Model by the Client, incl. parameterization of model input data,
 - e) ensure compatibility of the original models and HERMES-To-Go-Czech and MONICA-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 HERMES-To-Go and MONICA models (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 Models, 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 HERMES-To-Go-Czech and MONICA-Czech Models on the basis of the Client's instructions.
4. The Contractor shall perform the parameterization of the HERMES-To-Go-Czech and MONICA-Czech entry data, in particular consisting of
 - a) crops produced in the Czech Republic in relation to site conditions and their 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 original models and their -Czech Model versions.
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 1078.00 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 equals 50% eligible time.
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 rights of model use and customization for the Clients specific requirements in the Czech Republic 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 HERMES / MONICA and HERMES / MONICA-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 the source code of the HERMES-To-Go and MONICA Models or their derivatives and any modifications made to it under this Contract; however, the Client is only entitled to publish the code or its modification provided by the Contractor in accordance with the Mozilla Public Licence – version 2 (MPLv2). In particular, the Client is entitled to make copies of the code, change the code and process it further, connect with other parts, etc.
4. The Contractor shall provide the Client with a license for the installation programme of MONICA and Hermes-To-Go to use the specific data sets provided for the Czech Models that are subject to copyright protection and on the basis of which the HERMES/MONICA-Czech Models will be parameterized, to the fullest extent possible in which the Contractor may grant a license in accordance with MPLv2. The extent to which the Contractor may grant a license shall be demonstrated by the Contractor

5. Without the prior consent of the Contractor, the Client is not authorized to use the HERMES/MONICA Models source code for commercial use if the use of the code is not effectively interlinked with the HERMES/MONICA-Czech source code, i.e. for regional (national or central European) analysis. The Client shall respect the MPLv2 for all non-commercial and commercial purposes.
6. All publications issued by the Client that describe the further development, adjustment, amendment and application of the HERMES/MONICA-Czech Models will address the models as "HERMES-To-Go" and "MONICA", respectively, and add "CZ" as suffix to the version number. A version number is a mandatory item in all publications.
7. All development, adjustment, amendment and application of the HERMES/MONICA-Czech that change the functionality or performance of the models and are subject to publication by the Client will subsequently be made available to the Contractor for implementation in the root version of HERMES/MONICA, hosted by the Contractor. In case of uptake of the new code into the root version (Article II/5), the version numbers shall be harmonised. The Contractor is not obliged to use this right.
8. All development of the HERMES/MONICA-Czech Models conducted through the Client that fundamentally changes the general structure, language or philosophy of the code must lead to a renaming of the model. This step requires consensus between both contracting partners. Any consensus shall respect the MPLv2 rules.
9. The Contractor may publish the calculations from the HERMES/MONICA-Czech Models only upon receiving the written consent of the Client as far as it is legally possible under the MPLv2 rules.

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 project representative is Dr. Claas Nendel. The Contractor's project 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 Müncheberg, 10 December 2019

In Brno date

07. 02. 2020



Prof. Dr. Frank Ewert
Scientific Director

Leibniz Centre for Agricultural Landscape
Research (ZALF) e.V.



Cornelia Rosenberg
Administrative Director

Leibniz Centre for Agricultural Landscape
Research (ZALF) e.V.

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