

evropský
sociální
fond v ČR

EVROPSKÁ UNIE

MINISTERSTVO ŠKOLSTVÍ,
MLÁDEŽE A TĚLOVÝCHOVYOP Vzdělávání
pro konkurenceschopnost

INVESTICE DO ROZVOJE VZDĚLÁVÁNÍ

**CONTRACT FOR CONDUCTING A COURSE
OF IMAGING SPECTROSCOPY OF WATER BODIES**

entered into by and between

CLIENT

Name Centrum výzkumu globální změny AV ČR, v. v. i.
(Global Change Research Centre AS CR)

Registered office Bělidla 986/4a, Brno, Post Code 603 00

Company Reg. No. 67179843 VAT No. CZ67179843

Registered at Register of public research institutions

Acting by prof. RNDr. Ing. Michal V. Marek, DrSc., dr. h. c.

AND**CONTRACTOR**

Name VITO NV

Registered office Boeretang 200, 2400 Mol, Belgium

Company Reg. No. 0244.915.916 VAT No. VAT BE 0244.195.916

Registered at Register of Legal Entities Turnhout Section insert 12345

Acting by Dirk Fransaer, Managing Director

pursuant to Article 1746 paragraph 2 of the Civil Code, with the following wording:

I. SUBJECT OF THE CONTRACT

1. The Contractor shall prepare and conduct a course of imaging spectroscopy of water bodies and the Client shall agree to pay for it.
2. Funding of this Contract shall be governed by the rules applicable to that given source of funding: Operational Programme Education for Competitiveness, Priority Axis 2 - Tertiary education, research and development. All of the rules of the programme are published at <http://www.msmt.cz/strukturalni-fondy/op-vpk-obdobi-2007-2013>.

II. PREPARATION OF THE COURSE

1. Preparation of the course shall include
 - a) Preparation of the teaching materials.
 - b) Provision of data necessary for the practical part of the course (spectroscopic image data, ground support data, etc.).
2. The teaching materials will be in the range of at least 50 pages and will include information on the practical part (at least an outline of the practical part).
3. The Contractor shall submit the draft training materials within 5 working days from the signing of this Contract to the Client.
4. The Client shall state whether the materials are considered sufficient, or state the reasons why the materials are not considered sufficient within 3 working days of receipt of the teaching materials. In the event that the Client does not comment on the materials within the stated period, the teaching materials shall be considered sufficient.

III. THE COURSE

1. **The subject** of the course shall be image spectroscopy of inland water bodies. The content of the course shall include, in particular:
 - a) Possibilities of using in particular aerial spectroscopic data for monitoring water bodies.
 - b) Principles of planning aerial campaigns and corrections to aerial spectroscopic data including the specifics of the atmospheric correction of data acquired over water bodies.
 - c) Suitable applications for the estimation of quality parameters of water bodies from spectroscopic data.
 - d) The theoretical part may deal with applications related to other areas with the appropriate use of spectroscopic data.
2. The course will include theoretical and practical part.
3. The **minimum** length of the course shall be 4 lesson days, each of 8 teaching hours (60 min), whereby
 - a) The practical part of the course shall last at least two teaching days.
 - b) The part relating to water bodies (theoretical and practical) shall last at least two lesson days.
4. The course will be conducted in English
5. The course will be held from the 7th of April 2014 to the 11th of April 2014, unless the Contracting Parties agree otherwise.
6. The course will be held in **Brno**, at the address Bělidla 986/4a, unless the Contracting Parties agree otherwise.
7. Participation of **20 people** on the course is expected.

IV. COOPERATION FROM THE CLIENT

1. The Client shall provide space for conducting the course.
2. The Client shall provide technical equipment for conducting the course, i.e.
 - a) Data projector and projection screen.
 - b) Flipchart.
3. The Client shall print the received teaching materials.
4. The Client agrees to inform the course participants that each participant is required to bring a PC.
5. The Client has 20 licensed ENVI 5.0 programs, which can be used for conducting the course.

V. PRICE AND PAYMENT TERMS

1. The agreed price for the fulfilment of this Contract is: **395.000,00 CKZ without VAT**.
2. The price is agreed as being the maximum, including all costs of the Contractor for the fulfilment of this Contract and effects on prices during the fulfilment of this Contract.
3. The Client shall only pay for a properly prepared and conducted course.
4. VAT is added to the price without VAT at the statutory rate.
5. The price shall be paid based on a single invoice with the requirements of a tax document and shall contain the name and registration number of the project in the following form: *CZ.1.07/2.4.00/31.0213, The latest remote sensing technologies in the service of research, education and application for the development of regions*.
6. The maturity date of all invoices shall be 30 days from the date of invoicing. The Client shall be entitled to return invoices showing defects within the maturity period. The Contractor shall be required to submit a new invoice or a corrected invoice with a new maturity date.
7. The Contractor shall be obliged to deliver the invoice to the Client's address within 5 working days after completion of the course.
8. The invoice shall be paid on the day of debiting the relevant amount from the Client's account.
9. An advance payment or deposit shall not be provided.

VI. INTEREST ON DELAYS AND CONTRACTUAL PENALTIES

1. Should a Contracting Party be in arrears with the payment of a monetary debt, the other Contracting Party may, if it duly fulfil its contractual and legal obligations, require the payment of interest for the delay, unless the Contracting Party which is in arrears is not responsible for the delay. The Contracting Parties agree on **interest on delays** amounting to **0.025 % of the outstanding amount per day**.
2. The Client shall apply a **contractual penalty** in the amount of **1,000 CZK per day** in the event that the Contractor delays in submitting the draft training material. The Contracting Parties agree that the obligation to pay a contractual penalty does not exclude the right to damages in an amount in excess of the contractual penalty. In the event that the contractual penalty is reduced by the court, the right to damages shall remain in the amount in which the damage exceeds the amount specified by the court as being appropriate and without any further restriction.

VII. TERMINATION

1. This Contract may be terminated by written agreement.
2. The Client may withdraw from the Contract in the event of a material breach by the Contractor. A material breach of the Contract shall be regarded as:
 - a) The Contractor delays in submitting the draft training material by more than 5 calendar days.
 - b) The opening of insolvency proceedings in which the Seller is in the position of the debtor.
 - c) In the event that the Contractor is found to have provided false information in their tender for the related Public Contract.
3. The Contractor may withdraw from the Contract in the event of a material breach by the Client. A material breach of the Contract shall be regarded as:
 - a) Opening of insolvency proceedings in which the Client is in the position of the debtor.
 - b) The Client is in arrears in the payment of invoices of more than 30 days.
4. The withdrawal must be made in writing and shall be effective from the date of delivery to the other Contracting Party.
5. Mutual punitive accountability of the Contracting Parties shall not expire through withdrawal from the Contract.

VIII. RESPONSIBLE PERSONS OF THE CONTRACTING PARTIES

1. The representative of the Client shall be ing. Jan Hanuš; hanus.j@czechglobe.cz; +420 511192 244. The representative of the Client shall be authorized to act on behalf of the Client in connection with this Contract; however they shall not be authorized to terminate or amend this Contract.
2. The course will be led by a lecturer who is Dries Raymaekers. The lecturer shall be authorized to act on behalf of the Contractor in connection with this Contract; however they shall not be authorized to terminate or amend this Contract.

IX. JOINT AND FINAL PROVISIONS

1. Neither of the Contracting Parties shall assign a claim or debt arising from this Contract to a third party without the written consent of the other Contracting Party.
2. Each of the Contracting Parties shall take the risk of a change in circumstances upon themselves pursuant to Article 1765 of the Civil Code for their debts arising from this Contract.
3. No rights or obligations of the Contracting Parties shall be inferred from the practice established between the Contracting Parties or general practice or in the sector relating to the subject of the Contract.
4. Should any of the provisions of this Contract appear to be unrealistic (trivial), the effect of these defects on the other provisions of the Contract shall be evaluated *mutatis mutandis* pursuant to Article 576 of the Civil Code.
5. The Contracting Parties shall exclude the application of the following provisions of the Civil Code to this Contract: Article 557 (rule of *contra proferentem*).
6. The Contractor acknowledges that it is obliged to cooperate in the exercising of financial control. The Contractor shall undertake to cooperate in the financial control of all of its subcontractors.

7. The Contracting Parties agree that the court with jurisdiction to hear and determine any and all disputes arising between the Contracting Parties hereunder or in connection herewith shall be the general court of the Client.
8. This Contract shall be governed by Czech law, with the exception of conflicting provisions. Any and all related negotiations shall be conducted in the Czech language.
9. This Contract is not dependent on any another contract. This Contract does not depend on any another contract.
10. This Contract contains the entire arrangements of the subject of the Contract and all of the formalities which the Contractual Parties have had and have wanted to negotiate herein, and that they consider important for the binding nature of this Contract. No statement made by the Contracting Parties during the negotiation of this Contract or statement made after the conclusion of this Contract shall be interpreted as being contrary to the provisions of this Contract or constituting an obligation of any of the Contractual Parties.
11. This Contract may only be amended in writing in the form of numbered addenda, hereto. The invalidity of the Contract or its addenda for breach of form may be argued by the Contracting Parties any time, even if the performance has begun.
12. This Contract shall be elaborated in two counterparts, with each of the Contracting Parties receiving one copy thereof.
13. This Contract shall become effective upon its signature by the last Contracting Party.

Done in Brno, date

08/04/2014

prof. RNDr. Ing. Michal V. Marek DrSc., dr. h. c.
Director
Centrum výzkumu globální změny AV ČR, v. v. i.
(Global Change Research Centre AS CR)



Done in Mol, 28/02/2014

Dirk Fransaer
Managing Director

VITO NV

*i.o. Walter Soers
Commercial director*

