




15/2017 - 1120

 agri benchmark

agri benchmark Service Contract

The following Contract is entered into

between: **global networks gUG**
Bundesallee 50, Haus 203
38116 Braunschweig, Germany (gn)

and **Institute of Agricultural Economics and Information**
Manesova 75
12000 Prag
Czech Republic (Scientific Partner)

1. Subject Matter of the Contract

This Contract regulates the collaboration of

Institute of Agricultural Economics and Information
as Scientific Partner in the *agri benchmark* network.

This Contract covers the **use *agri benchmark* infrastructure** provided by gn. If necessary, further separate agreements shall be concluded between gn and the Scientific Partner about the provision of further services.

2. Use of the Infrastructure

The prerequisite for efficient cooperation by the Scientific Partner in the international *agri benchmark* network is a corresponding infrastructure. This concerns:

- human and technical resources for the network management,
- organisation and financing of the annual conferences,
- managing the *agri benchmark* website,
- marketing the annual reports,
- coordinating the support by public sponsors and agribusiness
- and handling the contractual relations between the *agri benchmark* partners.

gn ensures that the necessary infrastructure is available for the *agri benchmark* partners (Scientific Partner) by the *agri benchmark* Centre. In return the Scientific Partners pay an annual lump sum to gn.

3. Further Service Agreements

Within the framework of collaboration in the *agri benchmark* network additional Agreements can be made on services for the benefit of gn and/or the Scientific Partner.

4. Remuneration

The following annual remuneration is set for agreements entered into in accordance with Sections 2. and 3.:

The Scientific Partner shall contribute a sum of **EUR 5.000 incl. VAT** per year.

The invoice amount is payable annually within 30 days after the receipt of the invoice.

5. Duration of the Contract / Liability

The Contract shall enter into force on signature. The Contract is signed for a term up to 31.12.2018. This Contract shall be automatically extended for the further period of one year unless it is terminated by either party within a period of six months prior to expiration.

The right to terminate the agreement with immediate effect on important grounds remains unaffected.

Termination must be expressed in written form in order to be valid.

Any liability of gn in connection with this Contract shall be restricted to deliberate intent and gross negligence; for the rest gn shall not be liable for the content, the accuracy and the usefulness of the data made available with the *agri benchmark infrastructure*.

Any amendments and modifications in the remuneration and the additional service agreements can be made at any time by mutual agreement.

6. Condition Precedent and Condition Subsequent

The validity of this Service Contract depends on the signing of a Contract of Scientific Cooperation by SCIENTIFIC PARTNER, gn and the TI settling details of the rights and duties of the Scientific Partner in the network and specifically vis-à-vis the *agri benchmark* Centre. It becomes invalid on termination of the Contract of Scientific Cooperation for whatever reason.

7. Other Agreements

Any subsidiary agreements and amendments to the Contract must be made in writing in order to be valid. Should any provision of this Agreement be or become invalid, ineffective or unenforceable, the remaining provisions of this Agreement shall be valid. The Parties agree to replace the invalid, ineffective or unenforceable provision by a valid, effective and enforceable provision which economically best meets the intention of the Parties. The same shall apply in the case of an omission. § 139 BGB (German Civil Code) shall not apply

The Contract shall be governed by the laws of the Federal Republic of Germany. As far as admissible Braunschweig is agreed as place of jurisdiction.

Annexes A and B shall become part of this Contract on signature.

8. Signatures

<p><u>1. 12. 2016</u> Place, date</p>	<p> Institute of Agricultural Economics and Information</p>
<p><u>Braunschweig 5.12.16</u> Place, date</p>	<p> global networks gUG</p> <p>ÚSTAV ZEMĚDĚLSKÉ KONOMIKY A INFORMACÍ Mánesova 75, 120 00 Praha 2 (1)</p>

Annex A: Guidelines for Data Use

- a) The *agri benchmark* Partner is entitled to use the *agri benchmark* data and all results made available to him through its participation in the *agri benchmark* network (branch report, results database, etc.), including third-party-data, **for own research, teaching and advisory activities.**
- b) **To avoid misuse of the data** it is not permitted to sell or forward data to third parties. The distribution of the data base and the grant of user rights is exclusively performed through the *agri benchmark* Centre.
- c) Publications which make use of the *agri benchmark* databases or of results of the *agri benchmark* branch report, including parts thereof, shall not be **published prior to the official release of the *agri benchmark* Branch Report.** The official release will be announced by the *agri benchmark* Centre each year.
- d) In *agri benchmark* publications or other material that is open to the public the *agri benchmark* database and especially the results of the *agri benchmark* Branch Report shall be presented in graphs, never as tables. A table that is presenting the farm activities (no. of cattle, use of land, farm activities, productivity figures etc.) is admitted.
- e) All **publications** that refer to the *agri benchmark* databases shall be sent to the *agri benchmark* Centre for documentation of the *agri benchmark* activities. The *agri benchmark* Centre creates a list of these publications and makes it available for the *agri benchmark* Partners for own use and acquisition purposes.
- f) The right of the Partner to **use third-party-data from the *agri benchmark* Centre,** and/or other Partners (for example input data with data from the farms) is subject to the following conditions:
 - As the data remain ownership of the respective partners, each partner must be asked in advance whether his data may be used, by providing information about the purpose of the analysis as well as on the extent and means as how the results obtained shall be published.
 - The *agri benchmark* Centre must be informed about the inquiries and is prepared to deliver the latest versions of the INP-sheets upon written consent of the affected partner to ensure comparability between various studies using the same farms. An email with confirmation of receipt by the respective partner(s) is considered to be a written document.
 - Publications obtained with data from other partners must be sent in advance to all partners delivering data and to the *agri benchmark* centre to obtain permission for publication and to ensure proper documentation.

Besides that, parts of this database can be made available by the *agri benchmark* Centre to other scientific networks that show support for the farm level research in *agri benchmark* (e.g. FAPRI, GTAP, FAO, etc.) and to the main supporting partners.

Annex B: Agreement on the use of *agri benchmark* costing and model tools

To ensure an effective co-operation within the *agri benchmark* Consortium it is necessary to have some clear rules regarding the use of the costing and model tool and associated modules (hereinafter referred to as Tools). The rights of ownership of these Tools rest with the TI. The TI makes the Tools available to the *agri benchmark* Centre free of charge, which manages them in the name of the TI.

Whereas *agri benchmark* promotes an open scientific community with a free exchange of models and data it is of vital importance that the *agri benchmark* Centre and/or TI are entitled to use enhanced versions of the Tools.

1. Grant of Right of Use

The *agri benchmark* Centre grants to the *agri benchmark* Partner a non-exclusive, non-assignable timely infinite right of use of the Tools for the duration of this agreement.

2. Installation and Back-Ups

The *agri benchmark* Partner receives from the *agri benchmark* Centre free of charge one copy of the current Tools on a suitable storage medium or per email. The latest version of the software and the modules is also available in the partner section of the *agri benchmark* website.

The Tools may be installed on hard-disk, a network server or on any other storage media used by the *agri benchmark* Partner. The installation of the model shall be conducted by the *agri benchmark* Partner. The *agri benchmark* Partner is entitled to draw further copies of the assigned Tools for back-up purposes.

3. Alterations of the Model

The *agri benchmark* Partner is authorised to make own changes in the Tools.

All modified versions of the Tools shall be made available free of charge to the *agri benchmark* Centre and/or TI on request. The *agri benchmark* Centre/TI may use these versions for the further development of the Tools.

4. Intellectual Property

As far as any intellectual property rights arise from the further development of the *agri benchmark* Tools by the *agri benchmark* Partner they shall hereby be transferred and fully accrue to the benefit of TI.

This Agreement confers no title in the *agri benchmark* Tools and is not a sale of any rights in the software unless expressly agreed with the *agri benchmark* Centre in writing.

5. Security

The *agri benchmark* Partner shall undertake necessary measures that the Tools including back-up copies can not be accessed by unauthorised parties.

6. Replacement of former Agreements

This Agreement replaces all *agri benchmark* Tools user agreements signed prior to this Agreement.