CONTRACT FOR WORK
DATA PROCESSING
2409_II

CLIENT

Name	**Helmholtz-Zentrum Potsdam, Deutsches GeoForschungsZentrum GFZ**
Registered office	Telegrafenberg, 14473 Potsdam
VAT No.	DE138407750
Represented by	Prof. Dr. Susanne Buiter and Dr. Stefan Schwartze

AND

CONTRACTOR

Name	**Ústav výzkumu globální změny AV ČR, v. v. i. (Global Change Research Institute, public research institute)**		
Registered office	Bělidla 986/4a, 603 00 Brno		
ID No.	86652079	VAT No.	CZ86652079
Registered in	Register of Public Research Institutes		
Represented by	Prof. RNDr. Ing. Michal V. Marek, DrSc., dr. h. c., Director		

Pursuant to Section 2586 of the Civil Code, conclude a contract as follows:

I. PURPOSE AND THE FACILITY OF THE CONTRACT

1. On the basis of the Open Access Contract 2409 dated 23. May 2024, the Contractor allowed access to its FLIS infrastructure and acquired airborne data from the Demmin area (hereinafter only as the "Data").

2. The purpose of the Contract is the remote research, specifically characterization of angular reflectance of forested areas.

3. The Contractor undertakes to perform the Work at his own expense and risk and the Client undertakes to accept the Work and pay its price.

4. The Work consists in the processing of the Data specified in Annex No. 1 hereto.

5. The processing of the Data from the imaging spectroradiometers includes the performance of:

   a) Radiometric corrections;

   b) Atmospheric corrections (elimination of influence of aerosols and atmospheric gases);

   c) Geometric corrections, orthorectification and georeferencing to the UTM33N (ETRS-89) coordinate system.

6. The processing of the Data from the laser scanner includes the performance of:
   a) Signal decomposition into the point cloud form;

   b) Georeferencing of the point cloud to the UTM33N (ETRS-89) coordinate system.

7. The Client is interested in performing the work by the Global Change Research Institute CAS as the Contractor is capable of combining the expert procedures in data processing in the processing chain, developed by the Contractor, as well as adapting these procedures for specific purposes of the Client and assessing the quality of the acquired Data and the suitability of their use for the specified purpose.

II. TECHNICAL REPORT

1. The materially captured result of the Work consists in the **Technical Report** (hereinafter only as the "Report"), which will contain:

   a) Assessing to what extent the conditions under which the Data were collected matched the specified conditions;

   b) Description of Data processing;

   c) Assessment of the quality of the acquired Data and the suitability of their use to fulfill the purpose of this Contract.

2. The Report will be made accessible by remote access from the data storage centre in the electronic form in the *.pdf format. The Report will be attached with the processed Data in the format allowing further processing.

3. The Data processing will be performed on the basis of expert procedures of the Contractor, as described in the Report.

III. PERFORMANCE TERMS

1. The Report will be submitted by 28/02/2025.

2. Earlier performance is permissible.

IV. PRICE OF THE WORK AND THE PAYMENT TERMS

1. The price of the Work is **8 958 EUR** excl. VAT.

2. VAT at statutory rate will be added to the price excluding VAT.

3. The price of the Work will be paid on the basis of a single invoice, which will be provided with a written confirmation of the Client's receipt of the Report.

4. Bank fees related to payments shall be paid by the Client.

5. The invoice shall comply with the requirements of a tax document; the maturity will be 30 days from the date of issuing the invoice.

V. HANDLING THE RESULTS

1. The Contractor shall provide the Client with an exclusive and unrestricted in terms of the scope and manner of use, licence to use the Research Report as the author's work. The Contractor grants the Client (licensee) the permission to use the Report in all possible manners of using and without any restriction; the Client is in particular entitled to make copies of the Work, modify and further process such protected works. The Client is entitled to disseminate the Work or its part, indicating the author. The Client is entitled to conclude a sub-licence agreement. The Client is entitled to assign the licence to a third party, for which the Contractor undertakes to grant his consent to the Client. The Client is not obliged to use the licence. The license fee is included in the price of the Work.

2. In relation to the processed Data, the Contractor shall provide the Client with the licence to use the processed Data as the Work and database for non-commercial purposes; the licence is not limited in time. The Client is entitled to further process and reproduce the processed Data. The Client is entitled to disseminate the Data, indicating the author of the Data processing, either for non-commercial use or non-commercially on similar terms. The Client is not obliged to use the licence. The licence fee is included in the price of the Work. The Contractor is entitled to dispose of the data without restriction.

3. The Client shall notify the Contractor of any difficulties, etc., which occurred during further processing of the data.

VI. REPRESENTATIVES OF THE PARTIES

1. The Contractor's representative is xxxxxxxxxxxxx, [xxxxxxxxxxxxxxxxxxxxxx](). This Contractor's representative may act on behalf of the Contractor in association with this Contract, but may not modify or terminate the Contract.

2. The Client's representative is xxxxxxxxxxxxxxxxx. This Client's representative may act on behalf of the Client in association with this Contract, but may not modify or terminate the Contract.

VII. DEFAULT INTEREST AND CONTRACTUAL PENALTIES

1. The Party defaulting on the payment of the monetary debt may be required by the other Party, provided that the other Party duly performs its contractual and statutory duties, the payment of the default interest unless the defaulting Party is liable for the default. The Parties have agreed on the **default interest** at the rate of **0.025% of the outstanding amount per day.**

2. The Contractor shall claim the Client to pay a contractual penalty of **EUR 1,000** for each case of breach of this Contract by the Client.

3. The Client may claim a contractual penalty of up to **EUR 20** per day in the event of the Contractor's delay in the handover of the Report.

4. A separate invoice with a maturity of 30 days will be issued for the contractual penalty; the day of taxable supply shall be deemed to be the date of issue of the invoice.

5. The obligation to pay the contractual penalty shall not exclude the right to compensation for damage in the amount exceeding the contractual penalty. If the contractual penalty is reduced by the court, the right to compensation for damage shall remain in the amount in which the damage exceeds the amount determined by the court as reasonable without any further limitation.

6. The aggregate liability of User shall in all cases be restricted to the amount paid by it under the Contract, however, it shall not in any event exceed fifty thousand euro (EUR 50,000). The parties shall not be liable for indirect or consequential damages or losses.

7. The limitations of liability defined herein shall not apply when the damage is caused wilfully or by gross negligence.

VIII. CONTRACT TERMINATION

1. The Contract may be terminated by written agreement.

2. The Contract may be terminated by withdrawal from the Contract. The withdrawal shall be made in writing. The Client may withdraw from the Contract in cases stipulated by law and in the case of:

2.1. Any delay in the handover of the Work exceeding 45 days;

2.2. Initiation of insolvency proceedings in which the Contractor is in the position of a debtor.

3. The Contractor may withdraw from the Contract in cases stipulated by law and in the case of:

3.1. Initiation of insolvency proceedings in which the Client is in the position of a debtor;

3.2. Any default of the Client with the payment of the invoices exceeding 45 days.

IX. COMMON AND FINAL PROVISIONS

1. Neither Party may assign a claim or debt from this Contract or this Contract to a third party without the written consent of the other Party.

2. Each Party assumes the risk of a change of circumstances under Section 1765 of the Civil Code.

3. No rights and obligations of the Parties can be inferred from the practice established between the Parties or practices generally maintained or applied in the sector relating to the facility of this Contract.

4. Should any of the provisions of this Contract prove to be unenforceable (non-existent), the effect of this defect on other provisions of the Contract shall be assessed by analogy with Section 576 of the Civil Code.

5. This Contract is dependent on the primary Contract specified in Art. I (1) of this Contract.

6. This Contract shall be governed by Czech law, with the exception of conflict of laws. All discussions about the Work and its performance shall take place in English.

7. This Contract may only be amended in writing, by means of a mutually signed numbered amendment to this Contract. A debt incurred in association with this Contract may only be recognised in writing.

8. This Contract has been drawn up in 4 copies out of which each Party shall receive 2 copies.

9. The Parties agree unconditionally to the publication of the full wording of the Contract so that this Contract may be the subject of the information provided in accordance with Act No. 106/1999 Coll., on Free Access to Information, as amended, and Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, Publication of these Contracts and on the Register of Contracts (Act on Register of Contracts), as amended.

10. The Parties hereby declare that prior to its signature, they have read the Contract and agree with its content without reservation. The Contract is an expression of their true, actual, free and serious will, in witness whereof the authorised representatives of the Parties attach their own signatures.

11. The following forms an integral part of this Contract:

    a) Annex No. 1: Data to be Processed

12. This Contract becomes effective upon its publication in the Register of Contracts.

In Potsdam on   In Brno on

                                                  Prof. RNDr. Ing. Michal V. Marek, DrSc., dr. h. c.
Purchasing Department   Director

Deutsches GeoForschungsZentrum GFZ   Global Change Research Institute CAS, public
                                                  research institute

ANNEX NO. 1   DATA TO BE PROCESSED

The following table lists the data to be processed. The Data are quantified using the number of flight lines acquired over the sites of interest by each sensor.

Location	CASI - 1500	SASI - 600	TASI - 600	LMS Q-780
Demmin	24	24	0	24