

Service provision contract

Contracting Parties:

Client: Mendel University in Brno, Faculty of Forestry and Wood Technology
Person authorized to act for the contracting authority: prof. Dr. Ing. Libor Jankovský, Dean
Operator: doc. Dr. Ing. Jindřich Pavliš, Project Coordinator
with its registered office: Zemědělská 3, 613 00 Brno
Company ID: 621 56 489
Contact person in matters of performance of contracts: XXXXX
Telephone: XXXXX
E-mail: XXXXX
Banking: XXXXX
Account number: XXXXX
(hereinafter referred to as the "Customer")

and

Provider: Cross Africa Ranching Limited
Represented: Mr Charles Bernhardt
Based: Farm 287A, Subdivision F, Lusaka, New Kasama
ID: 20697778
Tax ID: 1003708805
Bank account: XXXXX, Account number XXXXX
Contact person: XXXXX
Telephone: XXXXX
Email: XXXXX
Data box: XXXXX

(hereinafter referred to as the "Provider")

(The Client and the Provider further individually also referred to as the "Contracting Parties")

AND.

Introductory provisions

1. The Contracting Parties have concluded this contract for the provision of expert services (hereinafter referred to as "the Agreement") as set out in Section 1746 (2) of Act No. 89/2012 Coll., The Civil Code (hereinafter also referred to as the "Civil Code").
2. The Contracting Parties declare that their identification data contained in the title of the contract are in accordance with the legal facts at the time of the conclusion of this Agreement. The Contracting Parties undertake to notify the other Contracting Party in writing without delay of changes in the data concerned.
4. The contract is concluded on the basis of the result of a small-scale public procurement called "Multifunctional Agro-Forestry Operations: Expert Services in the Field of Agriculture and Forestry".

5. The Contracting Parties declare that the persons signing the contract are entitled to this act.

II.
Object of the contract

- 1. The subject of the contract is the supplier's obligation to provide the client with expert services under the project "Sustainable food production in the sub-Saharan African climatic conditions. This is an expert advisory and lecturing activity in the preparation of the following activities and related training. These are in particular expert and lecturing activities:
 - In the field of agricultural production of grazing (intensive, extensive), restoration of pastures, production of bulk fodder and good practice of storage of fodder (50 ha of pastures, feed for cows and calves in number of pieces approx. 150).
 - in the field of animal care: rearing of heifers, insemination, cow calves, rearing of calves, housing standards for rearing young cattle and calves for fattening, veterinary services 24 hours a day 7 days a week for about 150 beef cattle.
 - in the field of agroforestry, ie production of seedlings of about 10 000 pieces, securing of local species of trees, gentle and realization of plantations.

III.
The basic obligations of the provider and the client

- 1. The Provider undertakes to provide services properly under Article II. contracts in the terms agreed in Article V. of the Treaty. When providing a service, the Provider undertakes to undertake professional care so that the subject of this Agreement is fulfilled.
- 2. The Contracting Parties undertake to cooperate with each other and to provide all information necessary for the proper performance of their obligations. The Contracting Parties are required to inform each other in writing of any facts which are or may be relevant to the proper performance of the contract.

IV.
List of team members

- 1. Expert and Agricultural Lector Expert Name - XXXXX
- 2. Expert and Animal Care Lecturer Name of the expert - XXXXX
- 3. Expert and lecturer in agro-forestry. Expert's Name - XXXXX

IN.
Performance time

1. The performance of the subject of the contract will run from 1.12.-31.12.2018.

VI.
Price of a service

- 1. The price for the fulfillment of the object of the contract is:
 - 14.978,56 USD without VAT
 - USD VAT

14.978,56 USD incl. VAT

2. The above price is maximum possible and includes all the costs of the Provider related to the fulfillment of the subject of the public contract.

VII.

Payment Terms

1. The basis for payment is the invoice issued by the Provider after the delivery and acceptance of the complete transaction. The basis for issuing the invoice is signed by the subscriber with the delivery and acceptance protocol for the implementation of the services.
2. If the Provider is not domiciled in the Czech Republic, VAT is not payable and VAT is due to the Customer. The price referred to in Article 2 of this Agreement is stated without VAT, it is the maximum admissible and can not be exceeded under any conditions. The amount of the fee is final and includes all costs associated with the agreed and specified scope of performance.
3. The due date of the invoice is 30 days from the date of its delivery to the address of the customer. The tax document shall contain the particulars of the tax and accounting document according to the legal regulations in force at the place of the provider's place of business.

VIII.

Place of performance

1. The location of the services is Czech Center of Excellence, Kaisi, Republic of Zambia

IX. Filling the weave provider.

1. The provider's obligation to provide services under Article II of the contract is fulfilled by proper completion and protocol delivery. Services are considered to be duly completed if they are delivered in good time and in proper quality over the full range of their input.
2. On the handover and takeover of the transaction, its parts shall be drawn up by a protocol signed by the authorized representatives of the Contracting Parties.
3. Part of the transfer and takeover protocol shall include at least: the identification data of both parties, the subject matter and description of the performance, the date of delivery and acceptance, the signatures of the authorized representatives.

X. Termination of contract

1. This agreement may be terminated by agreement of the parties. 3. It may be withdrawn from this Agreement if the Contract, the law, or the material breach thereof, so permits.

XI.Sanctions

1. If the Customer is in default with the payment of the invoice, the Provider is entitled to charge the Client a contractual penalty of 0.05% for each calendar day of delay until the payment of the due amount. 2. If the Provider fails to fulfill his obligation to execute properly and in good time and to hand over the performance or part thereof, the Client is entitled to demand the payment of a contractual fine of CZK 1,000 for each commenced day of delay. 3. The contractual penalties and interest under this Agreement shall be payable on the basis of a written request by the Beneficiary Party to the Requested Party. In the case of default of the obligated Contracting Party with the payment of a contractual penalty, the eligible Contracting Party shall be entitled to charge interest for late payment at the amount stipulated by the law.

XII.Other arrangements

1. The list of members of the implementation team of the Provider who will be responsible for the performance of this public contract is Appendix 2 to this contract. The Provider is obliged to notify the Client of the change of the member of the Implementation Team no later than 7 days after this change. The member of the implementation team is obliged to replace the service provider with only one other person who meets the requirements set out in the call. 2. The rights and obligations of the parties expressly governed by this Agreement shall be governed by the relevant provisions of the Civil Code. 3. The Agreement is drawn up in three copies, each of which shall be authentic. Two copies of the contract will be received by the client, one copy will be received by the provider. 4. The Agreement may be amended only by agreement of the Contracting Parties in the form of written numbered amendments to this Agreement, signed by the authorized representatives of both Contracting Parties. 5. The Contract shall become effective and effective on the date of publication of the Contract in the Contract Book. 6. The parties agree that they have become acquainted with, and agree with, the contents of the agreement before signing it and that the contract was concluded on the basis of their true and free will, certainly, seriously and comprehensibly. They sign their signatures to confirm their agreement. 7. The Provider acknowledges that the contract will be published in the register of contracts established under Act No. 340/2015 Coll., On the Register of Contracts, as amended. The Provider declares that this Agreement does not contain the information that forms the subject of his business secret pursuant to Section 504 of Act No. 89/2012 Coll., The Civil Code, as amended. The contract will be published in the contract register by the ordering party. The following annexes are part of this Agreement: Annex 1: List of members of the Provider's Implementation Team

In Brno on 1. 12. 2018

In Lusaka on 30. 11. 2018

for the provider for the customer
Mr. Charles Bernhardt

..... prof. Dr. Ing. Libor Jankovsky , Dean

..... doc. Dr. Ing. Jindřich Pavliš Project Coordinator

Attachment no. 1 - technical specification		
Item	expected price (USD)	offer by the supplier (in USD)
expert and lecturing activities in the field of agricultural production: grazing (intensive, extensive), grazing restoration, production of bulk feedingstuffs and good practice of storage of feed (50 ha of pastures, feed for cows and calves about 150 pcs)	15480,00	14978,56
expert and lecturing activities in the field of animal care: rearing of heifers, insemination, cow calves, rearing of calves, laying standards for rearing young bovine animals and fattening of oxen (veterinary service 24 hours a day 7 days a week for about 150 beef cattle)		
expert and lecturing activities in the field of agro-forestry: production of seedlings (10 000 pieces, securing of local tree species, planning and realization of plantations)		
součet:	15480,00	14978,56