

Service Agreement

Parties:

Client: Mendel University in Brno, Faculty of Forestry and Wood Technology
Person authorized to act on behalf of the client: prof. Dr. Ing. Libor Jankovský, Dean
Ordering party: doc. Dr. Ing. Jindřich Pavliš, project coordinator
registered office: Zemědělská 3, 613 00 Brno
Company ID: 621 56 489
Contact person in matters of performance public. contracts: doc. Dr. Ing. Jindřich Pavliš, project coordinator
Telephone: (+420) 602 287 939
Email: jindra.pavllis@yahoo.com
Bank details: Komerční banka, a.s.
Account number: 7202450247/0100

(hereinafter referred to as the "Client")

and

Provider: EWORENERGY ZAMBIA LIMITED
Represented by: MR ALFRED VAN VUURE
Based: Plot no. F2062/C Ngwerere Road, Lusaka ZAMBIA
Company ID: 120150136697
TIN: 1003881306
Bank details: FNB Zambia, SWIFT : FIRNZMLX
Account number 62764564574
Contact person: MR ALFRED VAN VUUREN
Telephone: +26 (0)96 389 8547
Email: wernher@eworxenergy.com
Data box:

(hereinafter referred to as the "Provider")

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

AND.

Introductory provisions

1. The contracting parties entered into this contract for the provision of expert services (hereinafter referred to as the "contract") pursuant to Section 1746 (2) of Act No. 89/2012 Coll., The Civil Code (hereinafter referred to as the "Civil Code").

2. The contracting parties declare that their identification data stated in the header of the contract

are in accordance with the legal fact at the time of conclusion of this contract. The Contracting Parties undertake to notify the other Contracting Party of any changes in the data concerned without delay.

4. The contract is concluded on the basis of the result of a small-scale public contract entitled "Education and presentation of multifunctional agro-forestry management in relation to the Czech Center of Excellence operated by the Ministry of Agriculture of the Czech Republic between 2017-18: Expert services in agriculture and forestry".

5. The contracting parties declare that the persons signing the contract are authorized to do so.

II.

Object of the contract

1. The subject matter of the contract is the Provider's obligation to provide the Client with expert services in the framework of the project "Education and presentation of multifunctional agro-forestry management in relation to the Czech Center of Excellence operated by the Ministry of Agriculture of the Czech Republic between 2017-18". It is an expert advisory and lecturing activity in the preparation of the following activities and related trainings. These are mainly expert and lecturing activities:

- expert and lecturing activities in the field of agricultural production: grazing (intensive, extensive), restoration of pastures, production of bulky feeds and good feed storage practice (50 ha of pastures, feed rations for cows and calves, approx. 180 pcs);
- expert and lecturing activities in the field of animal care: heifers rearing, insemination, calving of cows, rearing of calves, housing standards for rearing young cattle and oxen fattening (veterinary service 24 hours a day, 7 days a week for approx. 180 bovine animals);
- expert and lecturing activities in the field of agroforestry: seedlings production (3,000 pieces, securing of seed of local tree species, planning and implementation of planting).

III.

Basic obligations of the provider and the customer

1. The Provider undertakes to properly provide services pursuant to Article II. contracts in the terms agreed in Article V. of the contract. When providing the service, the Provider undertakes to take professional care to fulfill the subject of this Contract.

2. The Contracting Parties undertake to cooperate with each other and to provide each other with all the information necessary for the proper performance of their obligations. The contracting parties are obliged to inform each other in writing of any facts that are or may be important for the proper performance of the contract.

IV.

List of team members

1. Expert and lecturer in the field of agricultural Name of the expert – DR F.S CHICOONDA
2. Expert and trainer in the field of animal care Expert's name - DR DANIE ODENDAAL (S.A)
3. Expert and lecturer in agroforestry. Expert Name – Dr Gabor Barla-Szabo

IN.

Period of performance

1. The performance of the subject of the contract will take place from 1 December 2019 - 31 December 2019.

VI.

Price of a service

1. The price for performance of the subject of the contract is:

\$ 15,400.00	USD without VAT
Zero Rated	USD VAT
\$ 15,400.00	USD incl. VAT

2. The price referred to above shall be the maximum possible and shall include all the costs incurred by the Contractor in carrying out the subject-matter of the contract.

VII.

Payment Terms

1. The basis for payment is an invoice issued by the Provider after the handover and acceptance of the complete performance. The basis for issuing the invoice is the Client's signed handover and takeover report on the implementation of services.

2. If the Provider does not have its registered office in the Czech Republic, it shall not pay VAT and the Customer shall be liable to pay VAT. The price referred to in Article 2 of this Agreement is exclusive of VAT, is maximum permissible and cannot be exceeded under any conditions. The above remuneration is final and includes all costs associated with the agreed and specified scope of performance.

3. The invoice due date is 30 days from the date of its delivery to the address of the Client. The tax document shall contain the particulars of the tax and accounting document according to the legal regulations valid in the place of the provider's registered office.

VIII.

Place of performance

1. The place of implementation of the services is the Czech Center of Excellence, Kaisi, Zambia

IX

Meeting the Provider's Obligations

1. The obligation of the Provider to provide services pursuant to Article II of the Contract is fulfilled by due completion and protocol handover of performance. Services are deemed to be properly completed if they are delivered on time and in proper quality throughout their assignment.

2. On the handover and acceptance of performance, respectively, a part thereof shall be drawn up by a protocol signed by authorized representatives of the Contracting Parties.

3. The protocol on handover and acceptance of performance must include at least: identification data of both contracting parties, subject and description of performance, date of handover and acceptance of performance, signatures of authorized representatives.

X.

Contract termination

1. This Agreement may be terminated by agreement of the Parties.
3. It is possible to withdraw from this contract if the contract, the law allows it or for its substantial breach.

XI.

Sanctions

1. If the Client is in default of payment of the invoice, the Provider shall be entitled to charge the Client a contractual penalty of 0.05% for each calendar day of delay until the amount due has been paid.
2. If the Provider fails to complete its obligation properly and on time and hand over the performance or part thereof, the Customer is entitled to demand payment of a contractual penalty of CZK 1,000 for each commenced day of delay.
3. Contractual penalties and interest under this Contract shall be payable upon written request of the authorized Contracting Party delivered to the Party. In the event of default of the obliged party with payment of the contractual penalty, the entitled party is entitled to charge interest on late payment in the amount stipulated by law.

XII.

Other arrangements

1. The list of members of the Provider's implementation team, which will be responsible for the performance of this public contract, is Annex 2 to this Contract. The Provider is obliged to notify the Client of any change in the implementation team member no later than 7 days after such change. The Provider is obliged to replace the member of the implementation team only by another person who meets the requirements set out in the call.
2. The rights and obligations of the parties not expressly regulated by this contract are governed by the relevant provisions of the Civil Code.
3. The contract shall be drawn up in three counterparts, each of which shall have the validity of the original. The Client shall receive two copies of the Contract, and one Provider shall receive one.
4. The Contract may be amended only by agreement of the Parties in the form of written numbered amendments to this Contract signed by authorized representatives of both Parties.
5. The Contract becomes valid and effective on the day of its publication in the Contract Register.

6. The contracting parties declare that they have read and agree with the contents of the contract prior to its signature and that the contract was concluded on the basis of their true and free will, certainly, seriously and comprehensibly. In witness whereof they have accepted their contents, they attach their signatures.

7. The Provider acknowledges that the Contract will be published in the Register of Contracts established pursuant to Act No. 340/2015 Coll., On the Register of Contracts, as amended. The Provider declares that this Contract does not contain data that form the subject of its business secret pursuant to Section 504 of Act No. 89/2012 Coll., The Civil Code, as amended. The contracting party shall publish the contract in the contract register.

The following annexes are part of this Agreement:

Appendix No. 1: List of Provider Implementation Team Members

In LUSAKA on 1st day of November 2019

for the provider



.....
KIR A. VAN VLIJNDEN

In Brno on 22.11.2019

for the customer



.....
prof. Dr. Ing. Libor Jankovský
Dean



.....
Assoc. Prof. Dr. Ing. Jindřich Pavliš

Expert services in agriculture and forestry

Attachment no. 1 - technical specification		
Item	expected value (in USD, no VAT)	offer of the supplier (in USD without VAT)
Expert and lecturing activities in the field of agricultural production: grazing (intensive, extensive), restoration of pastures, production of bulky feeds and good feed storage practice (50 ha of pastures, feed rations for cows and calves approx. 180 pcs)	7300.00	\$ 7 100.00
Expert and lecturing activities in the field of animal care: heifers rearing, insemination, calving of cows, rearing of calves, housing standards for rearing young cattle and oxen fattening (veterinary service 24 hours a day, 7 days a week for about 180 cattle)	6200.00	\$ 6 100.00
Expert and lecturing activities in the field of agroforestry: seedlings production (3 000 pieces, securing of seed of local tree species, planning and implementation of planting)	2500.00	\$ 2 200.00
SUM:	16000.00	\$ 15 400.00

Submitted by : EworxEnergy Zambia Limited
on this 1st day of November 2019