

## **Contract of services**

Contract No: 61 /2022

### **Article 1.**

#### **Contract parties**

##### **1. Institute of Landscape Ecology, Slovak Academy of Sciences**

Adress: Štefánikova 3, 814 99 Bratislava  
Represented by: Doc. RNDr. Zita Izakovičová, PhD.  
Company ID: 00679119  
VATID: SK2020831076  
Legal status: Public research Institution  
Bank details:  
IBAN:

(hereinafter referred to as „ILE SAS“) (hereinafter referred to as „contracting parties“)

##### **2. Ludwig-Maximilians-Universität MÜNchen (LMU); executing unit: Department of Geography**

Adress: Geschwister-Scholl-Platz 1, 80539 Mi.inchen  
Represented by: Its President  
VATID: DE 811 205 325  
Legal status: Public corporation under German law  
Bank details: Bayerische Landesbank Mi.inchen  
IBAN:

(hereinafter referred to as „LMU“) (hereinafter referred to as „contracting parties“)

### **Article II. Preamble**

1. ILE SAS declares that it meets all the conditions and requirements set out in this contract agreement, and is entitled to sign this agreement and properly fulfil the obligations arising from it. ' ,
2. LMU declares that it meets all the conditions and requirements set out in this contract agreement, and is entitled to sign this agreement and properly fulfil the obligations arising from it.

### **Article III.**

#### **Subject of the contract**

1. The subject of the contract is the cooperation to the extent defined in the project proposal and the contract agreement between the ILE SAS and the European Space Agency (ESA) in

the implementation of the ESA-PECS project „Towards quantification of nonphotosynthetic vegetation from Copernicus Hyperspectral Imaging Mission for the Environment (hereinafter referred to as CHIME\_NPV)".

#### **Article IV.**

##### **Rights and obligations of the contracting parties - subject of fulfilment**

1. LMU commits to ILE SAS to process and deliver the necessary data and outputs from the planned activities / work package WP300, to the extent specified in Annex no. 1 of this contract.
2. LMU commits to ILE SAS to process and deliver the necessary documentation and outputs, to the extent and within the deadline specified in Annex no. 1 of this contract.
3. The Contracting Parties declare that they have become acquainted with the content of the minutes (MoM) of the negotiation meeting with ESA representatives (SK6\_10\_MoM\_v3) and are aware of their rights and obligations arising from the joint project proposal (ESA 4000137212/22/NL/SC) and MoM.

#### **Article V.**

##### **Rights and obligations of the contracting parties - due to date**

1. LMU will deliver outputs from work package WP300 - **Processing of spaceborne imaging spectroscopy data, in particular** D7: EnMAP image pre-processing and D8: Applying of NPV model on images - description of the image processing no later than 31.12.2022. On behalf of ILE SAS the outputs will be taken over by the authorized person for ILE SAS - Andrej Halabuk. The contracting parties shall draw up an acceptance report on the delivery, in which the team leader on behalf of ILE SAS will confirm the delivery of the data in accordance with this contract.
2. LMU commits to provide essential training of the key ILE SAS personnel at the request of ILE SAS after the delivery of the outputs defined in the above paragraph.

#### **Article VI.**

##### **Rights and obligations of the contracting parties - payment**

1. The total cost for processing of available images including applying and validation of NPV models and delivery of relevant documentation was set at EUR 17 193.
2. ILE SAS commits to deliver the payment in the amount of 17 193, - EUR after the positive ESA agreement of the all WP300 deliverables and receiving the relevant ESA milestone payment. The payment will be made based on an invoice issued by LMU. The invoice is due 30 working days from its delivery to the ILE SAS address.
3. LMU acknowledges that the payment is made in cooperation with ESA and for this purpose is obliged to provide possible co-operation, while ILE SAS is obliged to immediately inform LMU about any requirements of ESA in connection with this contract. ILE SAS is not in delay with the payment in case the end customer (ESA) is in delay with the payment for outputs delivered by LMU in favour of ILE SAS.

4. ILE SAS will deliver the payment under this contract on the basis of an invoice issued by LMU in accordance with the applicable legal regulations in force at the time of delivery.

**Article V.**  
**Contract termination**

1. The contract terminates:
  - a) upon successful submission of the CHIME-NPV project, but no later than 31.3.2024,
  - b) by withdrawing from the contract by one of the contracting parties due to a serious breach of the contractual conditions, to which the contracting parties have voluntarily committed themselves in this contract, which has not been remedied even within the additional period provided for eliminating the breach, lasting at least 60 days.

**Article VI.**  
**Final provisions**

1. Each contracting party is obliged to take action to achieve the subject of this contract and to refrain from any activity that would make it impossible or difficult to fulfil the subject of this contract.
2. This contract may be amended or supplemented only in writing, in the form of numbered amendments signed by both parties.
3. The Contract Agreement is made in two (2) copies, of which each party will receive one (1) copy.
4. The Contract Agreement is valid on the day of its signing by the authorized representatives of the contracting parties and effective on the day following the day of publication in the Central Register of Contracts kept by the Office of the Government of the Slovak Republic, in accordance with the provisions of the Civil Law 211/2000 Coll. on Free Access to Information
5. This contract is obligatorily published according to § 5a of Act no. 211/2000 Coll. on Free Access to Information
6. After reading the contract, the contracting parties expressly agree with the publication of this contract in the Central Register of Contracts kept at the Office of the Government of the Slovak Republic and they also entirely agree with its contents, which they confirm with their signatures. The contract is a manifestation of their free will and was not negotiated in distress, even under otherwise unfavourable conditions.

In Bratislava, date:

In Munich, date:

Doc. RNDr. Zita Izakovičová, PhD.  
Director of ILE SAS

PD Dr. Tobias B. Hank  
Project Leader

Dr. Angelika Mäller  
Deputy Financial Officer