

AGREEMENT ON LINKED THIRD PARTIES

Between:

EuroGeoSurveys - The Geological Survey of Europe (EGS), based at Rue Joseph II, 36-38, 1000 Brussels, Belgium, hereby represented by its Secretary General, Mr. Slavko Solar, hereinafter referred to as "EGS"

And

Czech Geological Survey (CGS), based at Klárov 3, Prague 1, Czech Republic, hereinafter referred to as "the Member"

EGS and the Member are collectively referred below as "the Parties"

1. Purpose

(A)

EGS is the organisation of the Geological Surveys of Europe. At the moment of signing this agreement 37 national Geological Surveys are members of EGS. EGS promotes the contribution of geosciences to European Union affairs and action programs to publish, or see its Members publishing, expert, neutral, balanced and practical Pan-European technical advice and information for the European Union Institutions. It also provides a permanent network between the Geological Surveys of Europe and a common, but not unique, gateway to each of the Members and their national networks to jointly address European issues of common interest in the field of geosciences. According to its Statutes, EGS shall pursue activities that lie exclusively in the public interest or in the interest of public administration that will benefit from the combined and coordinated expertise of its members and in the direct interest of the European Union and/or of the European Free Trade Association.

EGS participates in the project EuroGEOSS Showcases: Applications Powered by Europe (E-SHAPE), hereinafter referred to as "E-SHAPE", funded by the European Commission under the Horizon 2020 Research and Innovation Framework Programme. E-SHAPE started on the 1st of May 2019 and will last for 48 months. The E-SHAPE project is driven by the need to develop operational EO services with and for the users and to create a conducive environment whereby the strengths of Europe are exploited towards addressing societal challenges, fostering entrepreneurship and supporting sustainable development. The project's objectives are 1) to develop operational EO services with and for users active in key societal sectors; 2) to demonstrate the benefits of the EO pilots through the coordinated downstream exploitation of EO data and the utilization of existing EO resources; 3) to promote the uptake of pilots at national and international scale, across vertical markets (private and public) and amongst key user communities; 4) to enable the long-term

sustainability of the numerous pilots, their penetration in public and private markets and support their upscaling; 5) to increase uptake by raising awareness on the solutions developed through tailored and well-targeted communication, dissemination and outreach activities. The proposal aims at setting-up and promoting a sustainable organization dedicated to users' uptake of European EO resources, building on Copernicus and GEOSS through the development of co-design pilots (i.e. application-oriented products, services or solutions) built on a user-centric approach and delivering economic, social and policy value to European citizens. It has also the ambition through the development of 27 pilots organized in 7 showcases to deliver information that will also contribute to the three GEO engagements (SDGs, Paris Agreement and Sendai Framework).

EGS requires the involvement of some of its members as Linked Third Parties to complete the tasks assigned within the E-SHAPE project.

(B)

The foreseen tasks to be performed by the Czech Geological Survey (CGS) can be defined as:

- Dissemination of novel Earth Observation techniques for geohazard monitoring as well as further dissemination of geohazard urban vulnerability products and services developer under H2020 U-GEOHAZ (<https://u-geohaz.cttc.cat/>) and E-SHAPE projects.
- Product info dissemination within the workprogramme and community activities of Group on Earth Observations (GEO) (e.g., Community of Activity on Earth Observations for Managing Mineral and Non-Renewable Energy Resources).

(C)

Given the similar objectives and common benefits of EGS and its members, the Parties agree to collaborate in the development of E-SHAPE, to take part in the efficient implementation of the project, and to cooperate, perform and fulfil, promptly and on time, all their obligations under this Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

Each Party undertakes to and have agreed as follows:

EGS shall:

- 1- Fulfil all official reporting obligations for the E-SHAPE project on behalf of the Member, a Linked Third Party to EGS, on the H2020 Research and Innovation Framework Programme Participants Portal;
- 2- Convey to the Member all administrative and financial information received from the project coordinator or the European Commission concerning E-SHAPE linked third parties;
- 3- Transfer EU funding to the Member according to the fixed budget mentioned in Art. 4.1 below and based on the results of European Commission reviews of the financial reports submitted by the Member to EGS.

The Member shall contribute as a partner of the Disasters Resilience Showcase within E-SHAPE, contributing to the implementation of the Disasters Resilience Showcase and the Pilot on Assessing Geo-hazard vulnerability of Cities and Critical Infrastructures. Specifically, dissemination in engaged cities and dissemination in the GEO Community of Activity on Geohazards will form the basis of the contribution. This work will be carried out under the following E-SHAPE Work Packages:

WP2: Showcases and Pilots Co-design

WP3: Implementation

WP4: Users' Uptake, Capacity Building and Liaison

WP5: Sustainability and upscaling

WP6: Communication, Dissemination and help desk

2. Liability

The Parties must act in the European Commission's and E-SHAPE's best interests. The Parties shall not be liable to one another except when liability is caused by fraud or gross misconduct by either Parties or one of its employees, officers or board members.

The Parties indemnify each other and save each other harm from suits, actions, damages, liability and expense in connection with the execution of this agreement.

3. Finance

3.1. Distribution of Financial Contribution

The European Commission financial contribution to E-SHAPE for Linked Third Parties to EGS shall be distributed by EGS according to:

- 1- the budget mentioned in Art. 3.3 below;
- 2- the approval of financial reports by the European Commission;
- 3- the breakdown in financial transactions agreed on in the E-SHAPE Consortium Agreement entered into between EGS and the E-SHAPE coordinator.

3.2. Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to E-SHAPE towards the European Commission.

3.3. Funding Principles

The total maximum budget allocated to the Member is 8.000,00 EUR.

If the Member spends less than its allocated budget, or if the European Commission rejects certain cost claims in its financial review, the Member will only be funded in accordance with its actual duly justified eligible costs – in case this amount is surpassed due to pre-financing payments, the difference must be repaid to EGS.

3.4. Payments

EGS shall:

- 1- Notify the Member promptly of the date and composition of the amount transferred to its bank account, giving the relevant references;
- 2- Make the payments without undue delay to the Member after receipt of funds from the project coordinator in accordance with the payment schedule, including pre-financing payments, interim payments and payments of the balance.

EGS is entitled to withhold any payments due to the Member if it is in breach of its obligations under this Agreement.

3.5. Reporting

The interim reports, final report and financial statements which need to be submitted to the European Commission shall be submitted by the Member to EGS, which will then forward them to the E-SHAPE coordinator within 30 days after the end of each respective reporting period.

4. Effective date

This agreement will be effective upon signature of both Parties and shall remain valid after one year of E-SHAPE's conclusion, scheduled to end on 30 April 2023, unless written notification of termination is given by either of the Parties, giving the other Party a notice period of at least six months.

5. Dispute and choice of Law

The Parties agree to discuss and resolve any dispute that may arise from this Agreement amongst them and attempt to reach resolution. This Agreement is governed by Belgian law and any irresolvable dispute shall be brought in front of the competent courts in Brussels (Belgium).

This Agreement was signed in three copies on the 15/10/2019.

Slavko Solar
Secretary General, EuroGeoSurveys



EUROGEOSURVEYS
rue Joseph II, 36-38
B-1000 BRUSSELS
BELGIUM

Mgr. Zdeněk Venera, PhD.
Director, Czech Geological Survey

