

MULTI-YEAR COLLABORATION AGREEMENT
on the basis of the TCS Governance and Coordination Collaboration Agreement 2021-2023
no. 01-CA-TCSGOV-AH for AH TCS Governance and Coordination

signed between:

Institute of Geophysics, Polish Academy of Sciences,
based in Warsaw, 01-452, Księcia Janusza 64 street,
hereinafter referred to as “**IG PAS**”, or “party”,
represented by:
xxxxx

and

Geofyzikální ústav AV ČR
based in Boční II No. 1401, 141 31 Praha 4, Czech Republic
hereinafter referred to as “**IG ASCR**”, or “party”,
represented by:
xxxxx

§1.

In order to implement and perform the tasks under the TCS Governance and Coordination Collaboration Agreement 2021-2023 no 01-CA-TCSGOV-AH for AH TCS Governance and Coordination (further on referred to as: “**the Multi-year Collaboration Agreement**” [MCA]) concluded between EPOS ERIC and IG PAS, acting as the TCS AH Coordinator, whereas some of the tasks covered by the abovementioned agreement have been entrusted to **Geofyzikální ústav AV ČR (IG AS CR)**, the Parties conclude this Agreement specifying the detailed rules of cooperation between them.

This Agreement will take effect from 1st February 2022 and shall terminate on 31st December 2023.

§2.

Geofyzikální ústav AV ČR declares and undertakes as follows:

1. **IG ASCR** accepts and hereby confirms its acceptance of the Multi-year Collaboration Agreement and declares its willingness to comply with the obligations contained therein;
2. **IG ASCR** undertakes to implement the tasks entrusted to it according to the TCS Governance and Coordination, specified in Annex 2 - 2022 Work Programme, Table 1, of the MCA, [Table 1. Activities to be undertaken: within Activity 2 Governance and Coordination],

3. **IG ASCR** undertakes to cover up Indirect costs - overhead ratio ordinarily applied for similar cases/circumstances in its institution, calculated of the of EPOS ERIC funding up to the sum as calculated in the Annex 2, Table 3b of the MCA,
4. **IG ASCR** undertakes to cooperate, in particular to timely submit financial reports and substantive documentation to TCS AH Director, according to the deadlines specified in the MCA and using the document templates specified therein;

§3

The **IG PAS** declares and undertakes as follows:

1. **IG PAS**, as the TCS AH Hosting Organization, undertakes to transfer the funds from EPOS ERIC to **IG ASCR**, provided that they are received from the EPOS ERIC, according to the provisions of the MCA;
2. **IG PAS**, undertakes to inform **IG ASCR** respectively about the cooperation with ERIC EPOS under the MCA.

§4

1. The total budget for **IG ASCR** according to the MCA is **19,188.00 EUR**.
Including maximum grant amount from EPOS ERIC: **15,350.00 EUR**.
2. The parties to this Agreement undertake to keep accounting records of costs in the scope of the tasks assigned to them.
3. **IG ASCR** is obliged to submit financial and activity reports on the implementation of the tasks for settlement periods: 01.01.2022 - 31.12.2022, 01.01.2023 - 31.12.2023, 30 days after the end of each of the above-mentioned periods. Reports should be sent in electronic versions (according to the template in Annexes 3, 4 and 5 of the MCA). The submitted financial reports must be signed by authorized persons.
4. Reimbursement of costs for tasks implementation will be transferred by the **IG ASCR**, provided that they are received from the EPOS ERIC. The funds will be transferred in Euro to the bank account no: xxxxxxx

§5

1. Each Party to this Agreement shall be responsible for the implementation of the tasks entrusted to it, in particular for the eligibility of the incurred costs.
2. In the event of damage as a result of improper performance or non-performance of obligations by the Party to this Agreement, the Party who has suffered the damage will have the right to demand compensation from the Party that caused the damage, unless the non-performance or improper performance of obligations is a consequence of circumstances for which the Party is not responsible. The parties limit the liability for damages to losses incurred, excluding lost profits.

§6.

1. This Agreement shall enter into force on the date of the last signature by the Parties and shall remain in force until the completion of the tasks described hereto.
2. In order to ensure the efficient implementation of the provisions of the Agreement, the Parties designate the following persons as responsible for mutual contacts:
 - a) IG PAS xxxxx
 - b) IG ASCR xxxxx
3. The Parties agree that, in cooperating under this Agreement, they will comply with the provisions of the TCS AH Consortium Agreement, in particular as regards the protection of confidential information and intellectual property rights, resolution of dispute.
4. This Agreement does not restrict the Parties from participating in other agreements and participating in other European projects, consortia, grants and programs.
5. Either Party may terminate the Agreement in the event of withdrawal from the TCS AH Consortium. Article 1.2 of TCS AH Consortium Agreement applies in this regard.
6. All changes to this Agreement must be done in writing and signed by the authorised representative of each Party, to be valid.
7. The Agreement has been drawn up in two identical copies, one for each of the Parties.

Institute of Geophysics PAS

Geofyzikální ústav AV ČR

07.06.2022

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