

**Contract for providing expert analysis and technical inputs
for pre-feasibility study of SYNERGYS project**

in the mode of innominate contract with a reference to a contract for work under the Act
No. 89/2012 Coll., the Civil Code, as amended

Service provider

Name: Prof. Dr. Ernst Huenges

Residence: Straße der Jugend 23, D-14548 Schwielowsee

Date of birth: [REDACTED] in Kranenburg

Bank details (IBAN): DE66 1605 0000 4520 0082 77, BIC: WELADE01PMB

Tax: ID 69 283 470 817, no 048/234/02894

(Hereinafter Consultant)

Service customer

Česká geologická služba (Czech Geological Survey), Klárov 3, 118 21 Prague 1

organization co-financed by state, established by the Measure No. 16/17 of the Ministry of the Environment, file No.: MZP/2017/110/395

Represented by: Mgr. Zdeněk Venera, Ph.D., the Director

Company ID No.: 00025798, Tax ID. No.: CZ 00025798

Bank details: KB Prague 1, account No. 87530011/0100

The Client is a VAT payer

(hereinafter Client)

I. Subject-matter of the contract

The subject-matter of the **Contract for providing expert analysis and technical inputs for pre-feasibility study of SYNERGYS project** (hereinafter the “Contract”) is a provision of specific expertise on borehole thermal energy storage systems (BTES) and enhanced geothermal systems (EGS) by the Consultant to the benefit of the Client in relation to the project SYNERGYS – systems for energy synergy (hereinafter the “Project”).

II. Obligations of the Consultant

The Consultant undertakes a performance of deliverables to the benefit of the Client that will consist of:

- 1) providing expert opinion and consultancy on various aspects of deep and shallow geothermal energy technologies and research incl. BTES and EGS systems
- 2) supervision of international expert team incl. namely communication, assignment and control of tasks related to the preparation of the technical feasibility study of the SYNERGYS project
- 3) participation in project meetings and expert workshops related to the preparation of the SYNERGYS project proposal
- 4) other tasks based on mutual agreement between the Consultant and the Client

III. Obligation of the Client

The Client hereby undertakes to cover the Consultant provision of the service's related costs such as:

- personal costs at rate €30 per 1 hour based on month-long time sheets – the overall man-hours can not exceed expected limit of 100 hours / month
- travel costs subjected to prior agreement with the Client via e-mail communication, covering:
 - trains (using economy class), local public transport or taxi
 - accommodation in Litoměřice during project meetings/workshops or in other localities if deemed needed (i.e. visiting other experts, teams etc.) not exceeding amount of €100/night
 - per diem (daily allowance) according to national/EU general directives
- other costs directly related to the services provision under article II. above

The Consultant is aware that the maximum costs for the Consultant's services and related expenditures (travel costs etc.) **must not exceed 200.000,- CZK (approx. €8.000)**.

Note: original documents (tickets, receipts etc.) must be provided to allow reimbursement

Above mentioned costs will be covered from the Project account No 664100.

IV. Term of the Contract

The Contract shall be valid from the date of signature by both Parties.

The Contract terminates by 31th of December 2022.

V. Diligence

The Consultant will use all reasonable skill, care and diligence in performing the services pursuant to this contract; it is understood that the Consultant shall not be held responsible for delays, errors or other adverse results that are a direct result of the Client's failure to perform his obligations under this Contract, provided that the consultant has made the client aware of this non-compliance.

The Consultant is obliged to work diligently and honestly and to use his professional knowledge and skills as a faithful trustee of the client in the performance of his professional duties in accordance with the applicable laws i.e. according to the laws of the Czech Republic.

VI. Other provisions

It is the Consultant's responsibility to meet all German legal and tax obligations related to this contract.

This Contract is executed in two counterparts. Consultant and Client will keep one counterpart.

The Contractual Parties are aware that the Contract shall be published in the Czech Registry of Contracts according to the Act No. 340/2015 Coll., on special conditions of effectivity of some contracts, publishing of these contracts and a registry of contracts (Act on Registry of Contracts), as amended.

The contract is effective by publishing in the above mentioned Czech Registry of Contracts.

In Potsdam, on.....2022

For the Consultant:



Prof. Dr. Ernst Huenges

In Prague, on.....2022

For the Client :



Zdeněk Věnera, Ph.D.

Director of the Czech geological survey