

**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: Dr. Phil J. Vardon**

Residence: harmenkoksiaan 57, 2611 TP Delft, the Netherlands

Date of birth: 

Bank details (incl. IBAN code): NL51 ABNA 0529 7537 31

Passport number: 127100089

(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 feasibility study of SYNERGYS project** (hereinafter the "Contract") is a provision of specific expertise on borehole thermal energy storage systems (BTES) 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 shallow geothermal energy technologies and research with focus on complex coupled processes in the geotechnical area in relation with the BTES systems
- 2) elaborating of various expert tasks (analysis, reports, minutes etc.) related to the preparation of the feasibility and technical 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 cannot 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 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 95.000,- CZK (approx. €4.000)**.

*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 31<sup>st</sup> 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 Kingdom of the Netherlands' 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 Delft, on 19<sup>th</sup> September 2022

For the Consultant:



In Prague, on 20/9/2022

For the Client :



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