

SUBCONTRACT AGREEMENT FOR THE PROVISION OF

Services supporting the European Environment Agency's (EEA) implementation of the Copernicus European Ground Motion Service – product validation.

Implementing Framework service contract No EEA/DIS/R0/21/009

(the “ Agreement”)

This **AGREEMENT** is made the 20th of June 2022

BETWEEN:

- (1) **SIXENSE IBERIA**, Private company, Statutory registration number: ESA82889122 whose registered office is at C/Velázquez, Num 50 7 Planta, 28001 Madrid, Spain, VAT registration number: ESA82889122 (the “Contractor”); and
- (2) **Ceska geologicka sluzba**, registration number: IC 25798, an organisation whose principal place of business is at Klarov 3, 118 21 Praha 1, Czech Republic (the “Subcontractor”).

the Contractor and the Subcontractor being together called “the Parties” and either one “the Party”.

- (A) Whereas the European Environment Agency (hereinafter referred to as “the Client”), has awarded and signed a contract with a consortium between NEDERLANDSE ORGANISATIE VOOR TOEGEPAST NATUURWETENSCHAPPELIJK ONDERZOEK (TNO), NORGES GEOTEKNISKE INSTITUTT (NGI), GEOLOGISCHE BUNDESANSTALT (GBA), BUREAU DE RECHERCHES GÉOLOGIQUES ET MINIÈRES (BRGM), TERRASIGNA S.R.L and the Contractor for the provision of “Services supporting the European Environment Agency's (EEA) implementation of the Copernicus European Ground Motion Service – product validation” with reference EEA/DIS/R0/20/011 (the “Main Contract”).
- (B) Whereas the Main Contract includes *inter alia* the provision of services briefly described as Validation data for the VA3, VA4 and VA6 activities (the “Subcontract Services”).
- (C) Whereas the Subcontractor is an established contractor and the Contractor as leader of the Consortium wishes to enter into an agreement with the Subcontractor to execute the Subcontract Services according to the terms and conditions of this Agreement.

IT IS DECLARED AND AGREED THAT:

ARTICLE 1 - SUBJECT OF THIS AGREEMENT

The subject of the Agreement is the provision by the Subcontractor of the Subcontract Services according to the terms and conditions of this Agreement and the technical specifications here in after annexed as Appendix 1 (the “Technical Specifications”).

ARTICLE 2 - APPLICABLE DOCUMENTS

This Agreement voids and supersedes any other prior written or oral agreement between the Parties in relation with the Subcontract Services.

The documents forming part of the Agreement here below are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- The Agreement
- Appendix 1: Technical Specifications
- Appendix 2: Price
- Appendix 3: Planning

All documents issued by the Subcontractor (end-agreements, general terms and conditions, etc.) are held inapplicable, unless explicitly specified in this Agreement. In all circumstances, in the event of contradiction between the provisions in this Agreement and documents issued by the Sub Contractor, this Agreement shall prevail, regardless of any provision to the contrary in the Subcontractor's documents.

ARTICLE 3 - TERM

The term of this Agreement shall commence at the date of its signature by the last of the Parties (referred the „**Effective Date**“) and shall continue for the 48 months of duration of the framework contract referenced **No 3506/R0-COPERNCA/EEA.58973**.

ARTICLE 4 – PRICE

The maximum budget available for the Agreement 18.000 EUR.

The prices of the Subcontract Services shall be as listed in Appendix 2 and are expressed in EUR. The prices cover any fees payable to the Subcontractor in relation to the vesting of rights in the Contractor and where applicable the transfer of rights to the Contractor and any use of the results by the Contractor.

The prices shall be fixed and not subject to revision.

Payments shall be executed only if the Subcontractor has fulfilled his contractual obligations of a relevant milestone according to the Appendix 3: Planning by the date on which the invoice is submitted.

Upon provision of the Subcontract Services requested, the Subcontractor shall submit to the Contractor an invoice indicating the reference number of the Agreement, accompanied by the relevant supporting documents relating to the Subcontract Services carried out.

Payments shall be made to the Subcontractor's bank account denominated in euro, identified as follows:

Account holder: Ceska geologicka sluzba
IBAN: CZ84 0710 0345 3400 8753 0011
Currency: EUR

Swift code: CNBACZPP
Bank name: Ceska narodni banka
Bank address: Na Prikope 28, 115 03 Praha 1, Czech Republic

Payments shall be done within thirty (45) days since receipt of the invoice.

ARTICLE 5 – PERFORMANCE OF THE AGREEMENT

The Contractor shall provide the Subcontract Services of high quality standards and carry out its obligations under this Agreement with all due diligence, reasonable skill and care, and in accordance with generally accepted professional standards and practices and the provisions of this Agreement, in particular in the Technical Specifications (Appendix I). Where the Contractor and the Client has the right to make modifications to the results, they must be delivered in a format and with the necessary information, which effectively allow such modifications to be made in a convenient manner.

The Subcontractor must comply with the applicable law related to the Subcontract Services during the entire period when the Subcontract Services are rendered and all applicable obligations under environmental, social and labour law established by Union law, national law and collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU2, compliance with data protection obligations resulting from Regulation (EU) 2016/6793 and Regulation (EU) 2018/17254.

The Subcontractor shall have sole responsibility for taking the necessary steps to obtain any permit or license required for the performance of the Agreement under the laws and regulations in force at the place where the tasks assigned to him are to be executed.

The Subcontractor is responsible for the personnel who carry out the services and exercises its authority over its personnel without any interference by the Contractor. The Subcontractor must inform its personnel that (i) they may not accept direct instructions from the Contractor, and (ii) their participation in providing the services does not result in any employment or contractual relationship with the Contractor.

ARTICLE 6 – LIABILITY

Neither Party shall be liable to the other Party for loss or use of any results, loss for any indirect or consequential loss of damage, howsoever arising, which may be suffered by the other Party in connection with the performance of the Agreement.

The Subcontractor shall be liable for any loss or damage caused to or sustained by the Contractor during or as a consequence of performance of the Agreement, including in the event of subcontracting.

In the event of any action brought by a third party against the Contractor in connection with performance by the Subcontract of the Agreement, including any action for alleged breach of intellectual property rights, the Subcontractor shall assist the Contractor in the legal proceedings, including by intervening in support of the Contractor upon request, and shall guarantee and indemnify the Contractor of the damages, losses and any costs (including any reasonable defense costs) resulting of such third party claim.

The Czech Geological Survey is a public legal entity, established by the Ministry of the Environment od Czech Republic. As a state-funded institution, it is bound by Act No. 218/2000 Coll., on budget

rules, as amended, namely § 70 of the said Act, according to which it is not independently authorized to take out liability insurance. All of the Subcontractor's obligations are guaranteed by the state.

If the Subcontractor fails to perform its contractual obligations within the applicable time limits set out in the Agreement, the Contractor may claim liquidated damages for each and every calendar day of delay according to the formula $0.03 \times V$, where V is the price of the relevant purchase or deliverable or result. The Contractor may reduce the price by the amount of the liquidated damages.

ARTICLE 7 – CONFIDENTIALITY

Each Party may be disclosing to the other Party, directly or indirectly, in several different forms and media, including oral statements, information which is proprietary and confidential ("Confidential Information"). This Confidential Information may include financial, technical, commercial, production, any trade secrets and other information that may be considered as confidential by a reasonable person. Confidential Information shall be marked as "Confidential".

Without the prior written consent of the other Party, neither Party shall, directly or indirectly use, exploit or disclose such Confidential Information, to any third party, other than to the Parties' directors, officers, employees, or members being directly engaged in the subject of this Agreement, whose knowledge of such information is essential for the compliance of the respective Party with this Agreement. Each Party shall ensure that such persons are informed of the confidential and proprietary nature of the Information and of the terms of this Agreement, and they shall always, preserve strict confidentiality in relation to the said Information.

Further, the Parties shall not use the Confidential Information, in whole or in part, for any purpose other than for the fulfilment of their duties under this Agreement or otherwise permitted by this Agreement.

If an unauthorized use or disclosure occurs of the Supplier's Confidential Information, the Contractor shall immediately notify Subcontractor and take at its expense all steps necessary to recover the information received from Subcontractor in connection with this Agreement and to prevent its subsequent unauthorized use or dissemination, including availing itself of actions for seizure and injunctive relief.

All information disclosed to the other Party shall be considered Confidential Information, unless otherwise stated. However, a receiving Party shall not be bound to protect Confidential Information of the other Party which is:

- a) Already known to the receiving Party as evidenced by the receiving Party's written documents or records;
- b) Publicly available or that becomes publicly available without a breach of this Agreement by the receiving Party,
- c) Rightfully received by the receiving Party from a third party who has no duty or obligation of nondisclosure, or
- d) Independently developed by the receiving Party without regard to the disclosure by the other Party as shown by the written records of the receiving Party, or
- e) Disclosed without an obligation of confidence under operation of law, governmental regulation, or court order, provided receiving Party first gives disclosing Party notice and uses all reasonable effort to secure confidential protection of such Proprietary Information.

Subject to the terms of this Agreement, no license under any patent, or copyright, nor any other intellectual property, proprietary or other right of a Party with respect to the Information disclosed is granted to the other Party, except as is expressly set out in this Agreement.

The Confidentiality obligations imposed by this article 7 shall survive any termination of this Agreement for a period of five (5) years.

ARTICLE 8 - INTELLECTUAL PROPERTY RIGHTS

For the purpose of this Agreement the following definitions shall apply:

(a) '*Results*' means any intended outcome of the performance of the Agreement, whatever its form or nature, which is delivered and finally or partially approved by the Contractor; a result may be further defined in this Agreement as a deliverable; a result may, in addition to materials produced by the Subcontractor or at its request, also include pre-existing materials. It is understood that data provided by the Subcontractor shall be considered as a *Result*.

(b) '*pre-existing material*' means any material, document, technology or know-how which exists prior to the Subcontractor using it for the production of the result in the performance of the Agreement;

(c) '*pre-existing right*' means any industrial an intellectual property right on pre-existing material; it may consist in a right of ownership, a license right and/or right of use belonging to the Contractor, the creator, the Agency as well as to any other third parties;

8.1 Ownership of the rights in the Results

The Subcontractor remains the owner of the data provided to the Contractor as well as of the other Results.

The Subcontractor shall consent to the Contractor on the data and the other Results a irrevocably, royalty-free, worldwide, non-exclusive license to use, to copy, modify, to reproduce, to translate and distribute such data and Results within the Framework of the Main Contract and with the right of the Contractor to sub-license such rights to the Client.

The payment of the price as set out in the Agreement is deemed to include any fees payable to the Subcontractor in relation to the rights licensed to the Contractor according to this article 8.

8.2 Licensing rights on pre-existing materials

The Subcontractor shall license the pre-existing rights on a royalty-free, non-exclusive, and irrevocable, worldwide and for the whole duration of intellectual property rights protection to the Contractor, which may use the pre-existing materials for all the modes of exploitation of the Results. All pre-existing rights shall be licensed to the Contractor from the moment the Results were delivered and approved by the Contractor.

8.3 Warranty

The Subcontractor shall warrant that, for any use that the Contractor may envisage within the limits set in this Agreement, the Results and the pre-existing material incorporated in the Results are free of rights or claims from creators or from any third parties and all the necessary pre-existing rights have been obtained or licensed.

ARTICLE 9 - PERSONAL DATA

Any personal data included in or relating to the Agreement, including its implementation, shall be processed in accordance with European Regulation (EU) 2018/1725 or text replacing it ("GDPR"), and especially each Party:

- shall only process personal data on the other Parties' documented instructions;
- shall implement security measures in accordance with all of the best practices, technologies and reference documents relating to the security of information systems for the protection of personal data of the other Party for the time necessary for their processing, in accordance with the GDPR;
- shall respond diligently in writing to requests for information from the other Party send in its capacity as data controller, within a reasonable time since the receipt of such request, in order to allow the said Party to reply to requests presented by the people whose personal data are being processed or responding to requests made by data protection authorities.
- shall notify the other Party of any violation of its personal data within 24 hours if possible and no later than 48 hours after having become aware of such violation and by any means;
- shall not transfer the personal data of the other Party to a third country outside the European Union area, without the prior written consent of the other Party; subject to legal provisions, it shall either return at the end of the Agreement to the Party responsible for processing or delete all personal data entrusted to it.

ARTICLE 10 - SUBCONTRACTING

The Subcontractor shall not subcontract and have the Agreement implemented by third parties.

The Subcontractor shall bear exclusive liability for proper performance of the Agreement by its subcontractors.

ARTICLE 11 - FORCE MAJEURE

"**Force Majeure**" shall mean all causes or events beyond the control of either Party which cannot be foreseen or, if foreseeable, which are unavoidable which occur after the execution of this Agreement and which prevent, delay or hinder the performance of a Party's obligations under this Agreement.

The following causes or events shall be considered as Force Majeure, if they hinder the performance of a Party's obligations : strikes, blockades, riots, civil commotion, insurrection, war, mobilization, lockouts, revolution, transport accidents or shortage, confiscation, embargoes, plague or epidemic, flood, earthquake, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties or governmental regulations. This list is not exhaustive.

For the avoidance of doubt, neither Party shall be entitled to avail itself of the benefit of this article by reason of any of the following, except to the extent the same shall result from one of the causes of Force Majeure described hereinabove : unavailability, late delivery or changes in the cost of plant, machinery, equipment, materials, spare parts or consumables ; any delay in the performance of any contractor; non-performance resulting from normal wear and tear; mechanical or electrical breakdown or failure of machinery; non-performance caused by, or connected with, the non-performing Party's negligent or intentional act, errors or omissions, failure to comply with any

applicable laws, or breach of, or default under this Agreement, and increased cost, the inability to pay or other adverse economic consequences that may be incurred through the performance of such obligations of the Parties.

The failure or delay of either of the Parties hereto to perform any obligation under this Agreement solely by reason of the Force Majeure event shall not be deemed to be a breach of this Agreement, provided that the Party so prevented from complying herewith shall not have procured such Force Majeure, shall have used reasonable diligence to avoid such Force Majeure or ameliorate its effects, and shall continue to take all actions within its power to comply as fully as possible with the terms of this Agreement.

Except where the nature of the event shall prevent it from doing so, the Party suffering such Force Majeure shall notify the other Party in writing within the shortest delay reasonably possible as of the first occurrence of the Force Majeure and shall in every instance, to the extent reasonably possible and lawful under the circumstances, use its best effort to remove or remedy such cause with all reasonable efforts. The Party invoking Force Majeure shall inform the other Party in writing of the exact nature of the intervening circumstances causing Force Majeure and shall also inform the other Party in writing of the end of the intervening circumstances causing Force Majeure.

If by virtue of the preceding sub-articles either Party shall be excused from the performance or punctual performance of any obligation for a continuous period of three (3) months, then either Party may at any time thereafter and, provided such performance or punctual performance is still excused, terminate the Agreement with immediate effect.

ARTICLE 12 – SUSPENSION OF THE AGREEMENT

Without prejudice to the Contractor's right to terminate the Contract, the Contractor may suspend the performance of the Agreement or any part thereof, if the Main Contract is suspended by the Client.

Suspension shall take effect on the day the Subcontractor receives the notification or at a later date where the notification so provides.

The Subcontractor shall not be entitled to claim compensation on account of suspension of the Agreement, or of part thereof, but it shall be paid of the Subcontract Services already provided in compliance with the Agreement and accepted by the Contractor.

ARTICLE 13 – TERMINATION OF THE AGREEMENT

The Contractor shall terminate this Agreement in case the Subcontractor is not complying with its obligations under the Subcontract. The Contractor shall notify in writing to the Subcontractor its intention to exercise its right to terminate this Agreement. If the Subcontractor, within thirty (30) days after receipt of said notice, fails to remedy the default, this Agreement will be terminated without prejudice for the Contractor to exercise any of the rights under this Agreement or provided by law.

Furthermore, either Party shall have the right to terminate this Agreement at any time upon fifteen (15) days' prior written notice in one of the following cases:

- a) a material change in direct ownership of the other Party, excluding changes in ownership within the group companies of that Party;
- b) the other Party's insolvency, including temporary insolvency and insolvency not declared in bankruptcy or any analogous proceeding under the applicable law of the country of incorporation of such other Party;
- c) the other Party's liquidation or petition for admission to bankruptcy, reorganisation or any analogous proceeding under the applicable law of the country of incorporation of such other Party.

On receipt of the letter terminating the Agreement, the Subcontractor shall take all appropriate measures to minimize costs, prevent damage, and cancel or reduce its commitments. It shall draw up the documents required by the Agreement for the tasks already executed or the services already provided up to the date on which termination takes effect, and produce an invoice if necessary, within a period not exceeding 60 (sixty) calendar days from that date.

In case of termination for Subcontractor's default, the Subcontractor is liable for any damages or losses incurred by the Contractor, including the reasonable cost of appointing another subcontractor to provide or complete the Subcontract Services. The Contractor may claim compensation for any such damage and recover any sums paid to the Subcontractor under the Agreement.

ARTICLE 14 - ACCEPTANCE OF THE SUBCONTRACT SERVICES AND WARRANTY

Without prejudice to its other rights under this Agreement, the Contractor will use reasonable endeavors to indicate in a timely manner (not exceeding 10 (ten) working days from the date of receipt by the Contractor of the related documents) whether any Subcontract Services provided by the Subcontract fail to comply with the requirements under this Agreement. Therefore, each deliverable of the Subcontract Services shall be deemed completed, approved and finally accepted by the Contractor upon expiry of ten (10) working days after receipt of each deliverable unless the Contractor, within such period, gives written notice to the Subcontractor specifying the deficiencies in the Subcontract Services.

In the absence of any written confirmation on such a failure within the above-mentioned period, the Services shall be deemed accepted without reservation by the Contractor.

The warranty for Subcontract Services shall expire three (3) months after the performance of the relevant Subcontract Services. The Subcontractor shall correct and where applicable, re-perform any Subcontract Services, with all reasonable speed, where the Contractor notifies the Subcontractor during the warranty period that same contain a defect.

ARTICLE 15 - COMPLIANCE WITH APPLICABLE LAW

Each Party undertakes and warrants the other Party to comply with all national, European and international legal and regulatory provisions applicable to its business, and other laws that may apply due to their extraterritorial effect as the « United Kingdom Bribery Act» and the « Foreign Corruption Practices Act of the United States », the principles described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris the 21th of December 1997, and all documents related to it.

Without prejudice to any other express remedies elsewhere in the Agreement or any remedies available at law or in equity, in the event that one Party determines that a breach has occurred of this provision by the other Party, the such Party may terminate this Agreement, upon notice giving to the defaulting Party not less than five (5) days to cure its breach.

Notwithstanding any other provisions, each Party shall bear all loss, expense and damage and shall save, defend, indemnify and hold harmless the other Party from and against any and all losses, claims, suits, demands, liabilities, costs, expenses (including legal, court, experts' and investigative fees) and causes of action for any breach by it of its respective obligations under this article 15.

The Subcontractor shall comply fully with all relevant export laws and regulations so as to ensure that the Products or any part therefore is not exported, directly or indirectly, in violation of such laws and regulations.

ARTICLE 16 - CHECKS AND AUDITS

The Subcontractor is informed that according to the Main Contract, the Client and the European Anti-Fraud Office may check or require an audit on the performance of the Main Contract and the Subcontract. This may be carried out either by the Client's or the European Anti-Fraud Office's own staff or by any other outside body authorized to do so on their behalf.

Such checks and audit may be initiated at any time during the performance of the Main Contract, Subcontract and up to 5 (five) years starting from the date of the last payment of the balance of the issued under the Main Contract.

The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the Client that it will be communicated for information to the Subcontractor. Audits shall be carried out on a confidential basis.

Therefore, the Subcontractor shall keep all original documents stored on any appropriate medium, including digitized originals when they are authorized by the national law and under the conditions laid down therein, for a period of 5 (five) years starting from the date of last payment made by the Client to the Contractor.

The Subcontractor shall cooperate with the Contractor and if required, it shall allow the Client's staff and outside personnel authorized by the Client the appropriate right of access to sites and premises where the Agreement is performed and to all the information, including information in electronic format, needed in order to conduct such checks and audits.

On the basis of the findings made during the audit, a provisional report shall be drawn up and communicated to the Contractor who shall have 30 (thirty) calendar days following the date of receipt to submit observation. The Subcontractor shall cooperate and submit to the Contractor any information needed in order to submit its observations or make its own observations. The final report shall be sent to the Contractor within 60 (sixty) calendar days following expiry of that deadline. If the Subcontractor has also been subject of the audit, it will need to require to the Client to be also the receiver of such report.

On the basis of the final audit findings, the Client may recover all or part of the payments made within the Subcontract and may take any other measures which it considers necessary.

In accordance with Council Regulation (Euratom, EC) No 2185/96 concerning on-the-spot checks and inspection carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities⁹ and Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council concerning investigations conducted by the European Anti-Fraud Office¹⁰, the European Anti-Fraud Office may carry out investigations, including on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity under the contract affecting the financial interests of the Union. Findings arising from an investigation may lead to criminal prosecution under national law.

The Court of Auditors and the European Public Prosecutor's Office established by Council Regulation (EU) 2017/1939¹¹ shall have the same rights as the Agency, notably right of access, for the purpose of checks, audits, and investigations.

ARTICLE 17 – DISPUTE RESOLUTION AND APPLICABLE LAW

This Agreement shall be governed by the material law of Switzerland.

In the event of a dispute or misunderstanding between the Parties, the aggrieved Party shall send written notice to the other as soon as possible, explaining the nature and details of the dispute or misunderstanding. If the dispute has not been settled amicably within a period of forty-five (45) days or any other period agreed upon the Parties, such dispute shall be finally settled by the competent tribunals in Geneva (Switzerland).

ARTICLE 18 - GENERAL PROVISIONS

If any provision of this Agreement is found to be invalid for whatever reason the validity of the remainder of this Agreement shall not be affected. In such a case the Parties shall endeavour to substitute the invalid terms with new terms which come as near as possible to the purpose of the Agreement.

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Subcontract Services, may only be made by written agreement between the Parties.

This Agreement and its annexes contain all of the terms and conditions agreed to by the Parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter.

Waivers of any breach or failure to enforce any of the terms and conditions of this Agreement at any time by either Party shall not in any way affect, limit or waive either Party's rights thereafter to enforce and compel compliance with every term and condition thereof.

This Agreement may only be modified or cancelled, or any rights under it waived, by a written document executed by both Parties.

Any notice, request or other communication required to be given by one Party to the other Party under this Agreement shall be in writing and shall be sent by registered mail addressed to the other Party at the address set forth at the beginning of this Agreement. Either Party may, from time to

time, in the manner provided above, give to the other Party notice of any other address to which communications to such Party shall be sent.

The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency, or joint venture.

The Parties are aware that the Agreement 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 Agreement is effective by publishing in the above mentioned Czech Registry of Contracts. The publication will be provided by the Subcontractor.

This Agreement has been drawn up and signed in two (2) copies

Date 20th of June 2022

The CONTRACTOR

[SIXENSE IBERIA]

By: Blanca Payà Puigarnau



The SUBCONTRACTOR

Ceska geologicka sluzba

By: Zdenek Venera



APPENDIX 1 TECHNICAL SPECIFICATIONS

This appendix shall be updated following the signature of further specific contracts by Sixense and the EEA within the framework of the Main Contract.

Requirement (R1) taken from EEA/EN-EEA.DIS.R0.21.009_Annex I Tender Specifications:

| | |
|---------------------------|--|
| R1 Validation Data | <p>It is mandatory that the validation is based solely on external measures/datasets that have not been previously included in the EGMS production system.</p> <p>The Validation Team shall collect all the data needed to carry out the validation according to the activities defined in R3. Any kind of field work cannot be included. The activities are entirely based on data which are already available.</p> <p>Tenderers shall define quality requirements for the validation data. Tenderers are suggested to consult Annex 10, section 3 for guidelines on data requirements.</p> <p>The Validation Team shall set up agreements and the necessary technical arrangements with data owners and providers, when and if needed, to ensure that essential validation data are available to the EGMS.</p> <p>Information on key data owners and providers, which tenderers intend to prioritise, shall be included in their tender.</p> |
|---------------------------|--|

Apart from the data and metadata, the subcontractor will provide descriptive inputs to the Consortium to correctly fill the data sections in deliverables under the 1st specific contract:

Deliverable D3.1 (Validation Data Collection and Description Document) shall describe the methods used for data collection, data sources and providers, data accessibility and license conditions. The Validation Team shall describe the validation data with focus on e.g., spatial and temporal coverage, quality/accuracy requirements, data format, metadata, uncertainty level.

Deliverable D5 (Validation Area and Sites Description Document) shall describe the characteristics of the validation Areas and Sites (location, environmental/climatic/urban context, land cover, etc...) and the target phenomenon(a) according to requirement R4 in the tender specifications. A shapefile containing the contours of the Areas and Sites shall be delivered together D5.

APPENDIX 2: PRICE

This appendix shall be updated following the signature of further specific contracts by Sixense and the EEA within the framework of the Main Contract.

Relevant milestones taken from the first Specific contract:

| Validation Data/Metadata delivery | Specific contract - Milestone | Price (EUR) | |
|---|--------------------------------------|--------------------|-------|
| EGMS baseline + 2021 update – draft <i>Draft2 version of deliverable No. D3.1, D4, D5, and D6.1 approved.</i> | SC1-M2 | | |
| EGMS baseline + 2021 update – final <i>Successful completion of Validation Readiness Review. Final version of deliverable No. D3.1, D4, D5, and D6.1 approved.</i> | SC1-M3 | | |
| 2022 update – final <i>To be defined</i> | SC2 (*) | | |
| 2023 update -final <i>To be defined</i> | SC2 (*) | | |
| | | 18.000 | TOTAL |

[*] – Dates for the specific contract number 2 are not yet known.

APPENDIX 3: PLANNING

This appendix shall be updated following the signature of further specific contracts by Sixense and the EEA within the framework of the Main Contract.

Following the 2022 project schedule defined in **Deliverable D1 – Project Work Plan**:

| | | Milestone | M1 | M2 | M3 | | | | | | |
|---------|---|-----------|-----|-----|-----|-------|-----|-----|-----|-------|---|
| | | 2022 | | | | | | | | | |
| | | Apr | May | Jun | Jul | Ago | Sep | Oct | Nov | Dic | Who |
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | |
| Task | | TO | | | | | | | | TVAL | |
| SC1-2.0 | EGMS Validation System Environment setup | D4 | | | | Draft | | | | Final | Terrasigna |
| SC1-3.0 | Validation Readiness Review (VRR) | D3.1 | | | | Draft | | | | Final | TNO-BRGM-NGI-GBA-Sixense |
| | | D5 | | | | Draft | | | | Final | TNO-BRGM-NGI-GBA-Sixense |
| | | D6.1 | | | | Draft | | | | Final | TNO-BRGM-NGI-GBA-Sixense |
| | | | | | | | | | | VRR | Sixense |
| | Data + metadata providing (baseline+2021) | | | | | | | | | | IREA,DTU,Geopartner,CZGS,IGME,CNIG,IGN,LNEG |

| Validation Data/Metadata delivery | Specific contract | Deadline |
|-------------------------------------|-------------------|------------------------------|
| EGMS baseline + 2021 update - draft | SC1 | 31 st July 2022 |
| EGMS baseline + 2021 update - final | SC1 | 1 st October 2022 |
| 2022 update - final | SC2 (*) | In 2023 (*) |
| 2023 update -final | SC2 (*) | In 2023 (*) |

[*] – Dates for the specific contract number 2 are not yet known.