

SUBCONTRACT

By and between

GEOLOGICAL SURVEY OF DENMARK AND GREENLAND

(Hereinafter referred to as GEUS)

And

CZECH GEOLOGICAL SURVEY

(Hereinafter referred to as Subcontractor)

Article 1 Subject of the Subcontract

GEUS and the Subcontractor are jointly called "party" or "parties" to this Subcontract, which covers the following undertakings within the implementation of the Project under acronym EMODnet5. This Subcontract is part of the **Service Contract** signed by and between the European Climate, Infrastructure and Environment Executive Agency (CINEA) and Geologian Tutkimuskeskus (GTK) as appointed leader of the consortium.

Article 2 Definitions

- "Main Contract"** means the Service Contract (EASME/EMFF/2020/3.1.11/Lot2/SI2.853812, Call No. EASME/2020/OP/0006) "*European Marine Observation and Data Network (EMODnet) – Lot 2 - Geology*" signed by and between the European Climate, Infrastructure and Environment Executive Agency (CINEA) and Geologian Tutkimuskeskus (GTK) on behalf of the Project consortium members;
- "Project"** means the project under the Service Contract by the acronym EMODnet5 for which the Services under this Subcontract are to be provided;
- "Scope of Work"** means the services and tasks as defined in Appendix 1;
- "Services"** means the services to be provided and the tasks to be performed by the Subcontractor in accordance with the Appendix 1;
- Intellectual Property** means any kind of data, information, methods, or other knowledge created as results of the Project work under the Main Contract.

Article 3 Description of Work

The Subcontractor shall undertake tasks and services as described in the detailed Scope of Work document (Appendix 1) and accept the General Conditions of the Main Contract (including conditions related to ownership and user rights of the Results. (Appendix 2 General Conditions of the Service Contract)

The period of Subcontract is 24 months beginning on the date agreed with GEUS and the Subcontractor, however, not later than the duration of the Main Contract.

The Subcontractor is responsible for implementing the Services in time and shall report directly to GEUS of the progress and of any delays in its performance. The Subcontractor shall bear responsibility for any damage resulting from its non-compliance of the Services.

Article 4 Structure of the Subcontract

The Subcontractor shall carry out the Services in accordance with the conditions set out in the Main Contract, which prevails in order of precedence, this Subcontract.

Article 5 Price and Invoicing Instructions

GEUS shall pay to the Subcontractor a maximum amount of 10.000 euro (VAT 0%) for the Services. The invoicing periods shall be agreed as follows:

The Subcontractor shall invoice GEUS for the Services in accordance with the payment schedule after completion and the acceptance of GEUS (by CINEA).

The invoice is to be sent to GEUS as instructed below:

Geological Survey of Denmark and Greenland (GEUS)
Oester Voldgade 10
DK-1350 Copenhagen K
Denmark

The Subcontractor shall attach to the invoice the detailed documentation agreed with GEUS.

Payment is made within 30 days of receipt of the invoice.

Article 6 Intellectual Property Rights

This Subcontract does not imply, expressly or tacitly, any transfer of Intellectual Property Rights owned by GEUS, Consortium member or the European Commission to the Subcontractor.

All rights related to the results within this Subcontract shall be vested in CINEA and the European Commission under the terms of the Service Contract.

No access rights or other rights to the Project results or any Background used in implementing the Project tasks are given to the Subcontractor after the contract period unless otherwise agreed by the parties.

This Subcontract does not give any power of attorney or any other empowerment to the Subcontractor to act as representative of GEUS or the European Commission.

Article 7 Confidentiality

All information received from GEUS or members of the Consortium or from the European Commission, unless publicly known, must not be disclosed by the Subcontractor without prior written consent.

With respect to confidentiality the Parties agree to keep confidential the other Party's information which is related to the Party's business, R&D actions, or trade secrets.

Breach of the confidentiality obliges the party in breach to compensate loss incurred to the organization suffering loss.

Article 8 General Conditions

The General Conditions of Service Contract shall apply to this Subcontract. The Subcontractor must fulfil the obligations towards GEUS and towards the European Climate, Infrastructure and Environment Executive Agency (CINEA), (European Commission).

The Subcontractor allows the European Commission to control and to audit the subcontracted tasks for five years starting from the date of payment of the balance.

Article 9 Conditions of Validity of the Subcontract

This Subcontract is cancelled if the Main Contract for the EMODnet5 project is cancelled for whatever reason.

The obligation of confidentiality under Article 7 remains in force after cancellation. In case either of the Parties finds it necessary a separate Non-Disclosure Agreement shall be agreed.

Article 10 Governing Law and Dispute Resolution

This Contract shall be governed by the substantive law of the Kingdom of Belgium.

Any dispute arising out of or in connection with this Subcontract shall be resolved by the Parties in good faith through informal negotiation.

If the dispute cannot be resolved, then it shall be subject to and finally resolved by arbitration under the UNCITRAL Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause, unless the dispute is settled amicably. The number of Arbitrators shall be one (1), the language to be used shall be English and the place for the forum shall be Brussels, Belgium, unless the Parties agree on another place.

Article 11 Validity and Signatures

This Subcontract is effective when the Parties have signed it and it is valid until the services agreed in the Scope of Works are confirmed and accepted by GEUS under the Main Contract.

Date and place 18/11-2021 Copenhagen

Date and place 10.11.2021 Prague

GEUS:



Geological Survey of Denmark and Greenland
Danish Ministry of Climate-, Energy and Utilities
Øster Voldgade 10
DK-1350 Copenhagen K, Denmark

Mikael Pedersen, Head of Department

Subcontractor/Czech Geological Survey:



Dr. Zdenek Venera, Director G

Appendix 1 Scope of Works

Appendix 2 General Conditions of the Service Contract (EMODnet5 Project)