

COOPERATION AGREEMENT

Concluded pursuant to § 1746 paragraph 2 of Act No. 89/2012 Coll., Civil Code, as amended.

Part I - Contracting Parties

Czech Geological Survey (Česká geologická služba), organization co-financed by state Established by the Measure No. 16/17 of the Ministry of the Environment, file No.: MZP/2017/110/395,

Registered office : Klárov 131/3, 118 21 Prague 1, Czech Republic

Represented by Zdeněk VENERA, Ph.D. acting in his capacity as Director, and having full authority for such purposes.

Contact person: Assoc. Prof. Dr. Kryštof Verner, Ph.D.

Tel. No: [REDACTED]

Email: [REDACTED]

VAT ID : CZ00025798

Bank details [REDACTED]

(hereinafter referred as "Project Implementer" or "CGS")

AND

Global MapAid, a not-for-profit social enterprise registered in the UK and the USA, established in 2003 to help improve the lives of small holder farmers in Africa through collaboration with local and international organisations.

Registered office: Alwyn Lawn House, Stone, Aylesbury, Buckinghamshire, HP17 8RZ, United Kingdom.

Represented by: Mr. Rupert Douglas-Bate, Founder and Chairperson, and having full authority for such purposes.

Tel. No: [REDACTED]

E-mail: [REDACTED]

Bank Details

Name on Account: Global MapAid

Bank name & address: ██████████, ██████████, ██████████, ██████████, ██████████
██████████

Account number: ██████████

Sort Code: ██████████

SWIFTBIC: ██████████

IBAN: ██████████

(hereinafter referred to as "Partner")

(collectively also as "contracting parties" or individually as "contracting party")

entered into this Cooperation Agreement for partnership and mutual cooperation (hereinafter referred to as the "Agreement") on the day, month and year indicated below:

Part II - Subject and purpose of the Agreement

1. The subject of this Agreement is the regulation of the position of the Project Implementer and its Partner, their roles and responsibilities, as well as the regulation of their mutual rights and obligations in fulfilling the purpose of this Agreement.

2. The purpose of this Agreement is the implementation of the first stage of the project entitled "Improving the quality of life by ensuring availability and sustainable management of water resources in Sidama Region and Gamo and Gofa zones (Ethiopia)" (hereinafter referred to as the "Project"), whereby the services are performed in the recipient's own country. For the purposes of this Agreement, *the recipient's own country shall mean Ethiopia*. The Partner undertakes to implement the Project in accordance with the Record and the Project Document, which form Annex No. 1 of this Agreement.

Start date of the first stage of Project implementation: 1st July 2023

End date of project implementation: 31st December 2026

3. The estimated total amount for the Project within the scope of the Partner's activities is CZK 1,840,000.00 (in words: one million and eight hundred forty thousand Czech crowns).

The provider of funds for the implementation of the project is the Czech Republic - Czech Development Agency (hereinafter referred to as the "Provider").

Part III - Rights and obligations of the contracting parties

1. The contracting parties have agreed to cooperate in the implementation of the project referred to in Article II, of Part 2 of this Agreement here above, as follows:

a) The Partner will carry out the activities listed below in accordance with the overview of activities given for the Project:

- *Collaborate on needs assessments to determine priority development areas.*
- *Participate on the hydrogeological data collection.*
- *Consult the technical teams with Project Management in particular for the team working on innovative smart solutions including Apps that rely on AI methods to support decision making related to water well siting and drilling.*
- *Support development and testing of the proposed AI system to be developed.*
- *Assist in the creation of a donor sustainability program, with the Arba Minch University Water Technology Institute.*
- *Collaboration on AI models processing to predict the depth-to-water table, water yield, and groundwater recharge throughout the project areas and map the results.*
- *Facilitate the creation of sustainable excellence center specialized in shallow groundwater extraction and storage technology in the Arba Minch University, premise.*
- *Consult on the development of alternative strategies, for small farm water conservation, in the absence of shallow ground water, using the tools to be developed in the project.*

b) The Project Implementer will perform the following activities:

- *Provision of archival data on groundwater from the project areas (activity 1.1);*
- *Provision of hydrological data for major rivers draining the project areas*
- *Support by providing available resources for logistics purpose such as cars and office space in Addis Ababa for the project team*
- *Cooperation on AI tools APP*
- *Facilitate sending of water samples for advance analysis such as (Isotopic analysis)*
- *Cooperation on establishing of interactive on-line information system on groundwater resources*

- *Act as focal institute to liaise in all aspects of the project implementation including requirements for arranging permissions to travel to Ethiopia as needed in the project and communicating with project stakeholders*

The Project implementer and the Partner undertake to bear full responsibility for the implementation of the activities to be carried out according to this Agreement in such a way that the purpose of the Agreement is fulfilled by the date of completion of the implementation on 31st December 2026.

2. Fulfilment of the subject of the Agreement (in accordance with the Annex No. 1 – Record and the Project Document) takes place in the entire period from 1st July 2023 to 31st December 2026, the Agreement will be continuously updated every year with an addendum.

3. Further details on the implementation of the subject of this Agreement are set out in Part III., paragraph 1b) of this Agreement and in Annex No. 1 to this Agreement - Record and the Project Document).

4. The Project implementer and the Partner are obliged to act in a way that does not threaten the implementation of the Project and the interests of the other contracting parties. In this regard, they both acknowledge that considerable work has been done by the Partner towards realising significant sections of the Activities (at Part III, 1, a *and* b above), with third parties (such third parties are very likely to become part of this same Project) to build a prototype system called “WellMapr”. The cordiality and confidence already generated thereby, can be capitalised in this Project. Please inspect Part V, 1 for elaboration.

5. The Partner has the right to all information related to the Project, especially its financial management, project results and related documentation.

- The Project implementer undertakes to regularly communicate with the Partner during implementation and to inform him about the progress of the Project. For this purpose, a project team consisting of one representative for each contracting party is established: **Rupert Douglas-Bate** for the Partner and Dr. Kryštof Verner, Ph.D, for the Project Implementer.

6. When fulfilling the subject of the Agreement, the Partner undertakes to:

- a) Comply with the conditions set out in Annex No. 1 - Record and the Project Document;
- b) Use the financing exclusively for the purposes listed in Annex No. 1, which is an integral part of this Agreement;

- c) Properly account for all income and expenses, or revenues and costs. Maintain accounting in accordance with Act No. 563/1991 Coll., on accounting, as amended,
- d) To hand over to the Provider, through the Project Implementer, within the period set by him at his request, accounting records and other documents relating to the Project converted into digital form;
- e) Proceed when awarding contracts in accordance with Act No. 134/2016 Coll., on awarding public contracts, as amended;
- f) To the satisfaction of the Project Implementer, to provide in writing any additional information related to the implementation of the Project in the part it is implementing (in particular, in this context, it is obliged to provide all information on the results of inspections and audits, including inspection protocols from inspections carried out in connection with the Project), namely within the period set by the Project Implementer;
- g) Enable, at the request of the Provider (or other administrative authorities), the control of the use of subsidy funds in the accounting records, in accordance with Act No. 320/2001 Coll., on financial control in public administration and on the amendment of certain laws (Act on Financial Control) as amended. The Partner is also obliged to enable the authorized employees of the Provider or persons authorized by them in writing to check compliance with the project budget and management of the subsidy funds. In this context, it will make available all the necessary documents and places of fulfilment. The Provider reserves the right to request proof of actual expenditure of funds from the Foreign Development Cooperation of the Czech Republic hereafter known as „ZRS CR“ for the purpose of the project (e.g. copies of accounting documents);
- h) The Partner is obliged to use the ZRS CR logo and other forms of promotion when promoting the Project, in accordance with the Rules, obligations and recommendations for ZRS CR project implementers listed in the methodological Instructions for the external presentation of foreign development cooperation of the CR and in accordance with the Graphic Manual of the ZRS logo CR. Both documents are listed on the website;
- i) The Partner is obliged to provide all available media outputs created within the Project (articles, interviews, reports, etc.);
- j) In the case of the creation of print (or electronic) outputs (educational, informational materials and other publication outputs) that are intended for the lay and professional public or target group, the Partner is obliged to obtain the prior consent of the Project Implementer.

7. Substantial changes to the Project are authorized by the contracting parties only with the consent of the Provider. The Project Implementer is entitled to submit a change request to the Provider, which according to the Operační program Zaměstnanost Rules know hereafter as „OPZ Rules“ is one of the essential changes to the Project. OPZ literally means “Operational program Employment” and refers to best practice in employment, according to Czech and EU law.
8. The Partner is obliged to participate in the correction of the deficiencies of the project change request, reports on the implementation of the Project (including payment requests submitted together with them) and possibly other related documentation requested by the Provider, within the deadlines set by the Project Implementer.

Part IV - Project Financing

1. The Project according to the above Part II, Article 3 of this Agreement is financed from the funds of the Czech Republic-Czech Development Agency, these funds were provided to the Project Implementer on the basis of the Memorandum of Implementation of the project entitled "Improving the quality of life by ensuring availability and sustainable management of water resources in Sidama Region and Gamo and Gofa zones (Ethiopia)"

2. The initial cost of activities by which the Partner participates in the implementation of the Project is CZK 1,840,000.

Under favorable conditions, an amount will be released annually (see table). If necessary, the amounts will be adjusted in an addendum to this Agreement.

	2023	2024	2025	2026
Amount (CZK)	160.000 CZK rather than see below*	560.000 CZK	560.000 CZK	560.000 CZK
In-kind	0	0	0	0
Relevant activities / outputs	Cooperation on the following activities : 1.1 / 3.2	Cooperation on the following activities: 1.1 / 2.3 / 3.2	Cooperation on the following activities: 2.3 / 2.4 / 2.5 / 3.2	Cooperation on the following activities: 2.3 / 2.4 / 2.5 / 2.6 / 3.2 / 3.3

3. The Partner is obliged to ensure the payment of project expenses related to the activities carried out within the Project, up to the amount specified in this Agreement (Part IV, Paragraph 5b). The Partner is obliged to submit to the Project Implementer copies of all accounting documents accounted for as part of Project, every year in the annual report. Stages of the project. Copies of these accounting documents will be an integral part of the billing.

4. The Partner is not entitled to demand payment from the Project Implementer for expenses that were found by the Provider to be ineligible.

5. The cost incurred during project implementation will be reimbursed to the Partner as follows:

(a) The Partner shall submit an advance invoice in the amount of 50% of the amount specified in Part IV paragraph 2 within 14 days of signing the Agreement. On the reimbursement of the total costs of implementation stages of the project will be requested by the Realizer after submitting the relevant documents on expenses from the subsidy funds;

(b) Based on the invoices submitted, the Partner will be remitted the appropriate amount, but not more than CZK 1,840,000 for the payment of expenses associated with the Project solution based. The amount will be released gradually according to the works completed for the given year and on the basis of an interim report, which will be submitted no later than December 31 of each year, for the duration of the Project. The Project Implementor will provide all necessary guidance as to the essential layout and structural headings of such an interim report, such that the Partner will be able to provide information in an acceptable format to the Project Implementor and the Provider.

Part V – Copyright and Material Responsibility Intellectual Property and Material Responsibility Agreement

1 Preamble

Previous Joint Intellectual Property Statement for the "WellMapr System"

The "WellMapr© System" stands as a prototype algorithm and application in development, achieving c.60% coding status as of October 2023, through a collaborative effort initiated in November 2019, involving George Mason University, Arba Minch University and Global MapAid.

Two Memoranda of Understanding (MOUs) have been duly executed, between two and three of these organisations, both MOUs that include Global MapAid, therefore creating obligations that are respected at 2) below.

In this particular contract Global Map as a project Partner and the Czech Geological Survey as the Project Implementor, the following will be observed and agreed upon:

2 Intellectual Property Statements for a Second Collaboration

1) **Joint Copyright:** The Partner and the Project Implementor working together on the project, agree on joint copyright for the future more advanced outputs and pilot development of WellMapr© as a logical approach when multiple parties will have contributed to the project and may want to share the rights to the created content.

2) **Publication of Results:** The parties agree on the need to publish project results as scientific papers or patents created within the team of authors, reflecting each member's contribution to the team. This is a logical approach for acknowledging individual contributions and sharing knowledge and achievements with the broader community.

3) **Making Outputs Freely Accessible:** The parties agree that all project outputs, including those with a theoretical basis, will be made freely accessible and without fees to various genuine stakeholders in developing countries, such as small farmers, local governments, NGOs, and local institutions of learning, which is fair when multiple parties have contributed to the project and want to share the rights to the created content.

4) **Subscription Model for raising funds:** The parties agree that all project outputs, including those with a theoretical basis, will be made freely accessible and at no cost to MapAid which is a not-for-profit organization, that may charge a subscription fee to a select group of end users or philanthropic organisations with aligned interests and the potential to pay, to support the roll-out of the project. This is logical for supporting the project's expansion and sustainability at the lowest cost to the largest number of end users who genuinely need it.

5) **Immediate Access:** Whenever possible the parties also commit to providing practical outputs such as maps, applications, and work outputs for communities without fees, to benefit local end users, such as farmers and local governments and local NGOs. This provisional commitment aligns with the goal of ensuring widespread access at the community level and is logical.

6) **Safeguarding:** The parties agree to devise and implement strategies and methodologies to safeguard the project against abuse of copyright and abuse of patents by some third parties, who may

wish to exploit the project for unethical reasons or their own excessive profits. This commitment not only protects the interests of ethical or genuine end users, but also protects here in Part V the abovementioned copyright interests of the parties, their good reputations, and their organisation's good public relations.

3. Legal and financial responsibility for the correct and legal use of the finances according to Part IV paragraph 2 of this Agreement by the Partner towards the Provider is borne by the Project Implementer.

4. The Partner is obliged to compensate the Project Implementer for the damage for which the Project Implementer is liable according to Part V paragraph 3 of the Agreement and which the Project Implementer incurred as a result of the Partner violating any obligation arising from this Agreement.

5. The Project Implementor will give clear guidance to the Partner, as to the format acceptable to the Project Implementor and the Provider, for financial reporting.

Part VI - Other rights and obligations of the contracting parties

1. The contracting parties are obliged to refrain from any activity that could make it impossible or difficult to achieve the purpose of this Agreement. Note Bene: In a legacy agreement with George Mason University and Arba Minch University, these three parties agree „to carry out a standard background check, or equivalent research, to have reasonable assurance in a document preferably authenticated by an independent third party, the person(s) they are sending to the other country, is of sufficiently good standing in their home community, to warrant the privilege of being sent.“

2. The contracting parties are obliged to inform each other about facts relevant to the performance of this Agreement.

3. The contracting parties are obliged to act ethically, correctly, transparently, wisely and in accordance with good morals when implementing the Project.

Part VII - Duration of the Agreement

1. The Agreement is concluded for a certain period of time, until the purpose is achieved according to Part II of this Agreement, but at least until 31st December 2026 as stated in Part II paragraph 2 of this Agreement.

2. If the Partner seriously or repeatedly violates any of the obligations arising for him from this Agreement or from applicable legal regulations, the Project Implementer is entitled, after obtaining

the Provider's consent, to withdraw from this Agreement in writing and thus exclude the Partner from further participation in the implementation of the Project.

3. The Partner can also end cooperation with the Project Implementer by unilaterally terminating the Agreement for serious reasons, consisting of a binding or repeated violation of any of the obligations arising for the Project Implementer from this Agreement, from the decision to provide a subsidy or from valid legal regulations or Force Majeure.

4. The Partner may terminate the cooperation with the Project Implementer based on a written agreement. However, such termination of cooperation must not endanger the fulfilment of the purpose of the Agreement and must not cause harm to the Project Implementer.

5. If overall the situation in Ethiopia becomes too difficult to work in for international persons, for any reason including „Force Majeure“ and the project has to be stalled in Ethiopia, then the Project Implementor will at least give very serious considerations and reasons and proposals, to the Provider, to continue the project in another country, within the remaining budget with the Partner.

Part VIII - Other Provisions

1. Any changes to this Agreement can only be made based on the agreement of the contracting parties in the form of written amendments signed by authorized representatives of the contracting parties.

2. This Agreement becomes valid and effective upon signature of the contracting parties.

3. The relations of the contracting parties are governed by Act No. 89/2012 Coll., the Civil Code, and other generally binding legal regulations of the Czech Republic.

4. This agreement will be signed electronically by both parties.

5. The following appendices are an integral part of this Agreement:

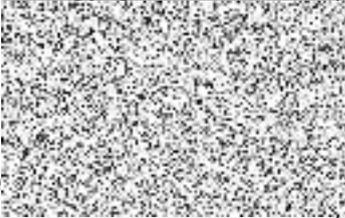
Annex No. 1. - Record + Project document

6. The contracting parties declare that this Agreement was drawn up on the basis of their true and free will, not in distress or under otherwise conspicuously disadvantageous conditions.

Signed at, in two (2) copies,

On[Date]

On 7th November 2023[Date]

For the Implementer	For the Partner
Zdeněk Venera, Ph.D.  Director General Czech Geological Survey	 Rupert Douglas-Bate Chairperson Global MapAid Signed at: Henley-on-Thames, United Kingdom