

Grant Contract ET-2023-006-RO-43040

COOPERATION AGREEMENT

Part I - Contracting Parties

The Czech Geological Survey, 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 : 131/3, 118 21 Prague 1, Czech Republic

Represented by Mr. 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.



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

AND

George Mason University, an educational institution and entity of the Commonwealth of Virginia,
Center for Resilient and Sustainable Communities (C-RASC),
Registered office : 4400 University Drive, Fairfax, VA, 22030, USA
Represented by: Michael Laskofski, Associate VP, Research Services and having full authority for such purposes.

Contact person: Prof. Paul Houser



Bank details: See Annex No 2

(hereinafter referred to as "Partner")

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

entered into this agreement on 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 recipients country. For the purposes of this Agreement, the recipient's 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 USD 152,307.69 (in words: one hundred fifty-two thousand three hundred seven dollars and sixty-nine cents) plus the exchange rate difference stated in Part IV par. 1 of this Agreement.

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

The contracting parties have agreed to cooperate in the implementation of the project referred to in Article II, paragraph 2 of this Agreement as follows:

- a. The **Project Implementer** will perform the coordination and administration of all the project and keep the responsibility for the activities 1.1, 1.2, 1.3 and 3.3.
- b. The **Partner** will carry out the activities listed below in accordance with the overview of activities given for the Project (activity 1.1, 2.3 and 2.4; see Annex No. 1 – Project Document):
 - ✓ Collect and process publicly available data for Artificial Intelligence (AI) models that predict optimized locations and depth of groundwater extraction wells to support drilling decisions;
 - ✓ Analyze the factors that are significant to the depth-to-water table, water yield, and groundwater recharge;
Develop AI models to predict the depth-to-water table, water yield, and groundwater recharge throughout the project areas and map the results;
 - ✓ Identify the optimal locations for potential water well drilling with regard to success of striking water table and keeping safe spacing to avoid over abstraction;
 - ✓ Develop an app to display results of the AI system, support drilling decisions, and collect well completion report data.

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.

Fulfilment of the subject of the Agreement (in accordance with the Annex No. 1 – 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.

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).

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.

The Partner has the access 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: Dr. Paul Hauser for the Partner and Assoc. Prof. Dr. Kryštof Verner, Ph.D, for the Project Implementer.

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

- ✓ comply with the conditions set out in Annex No. 1 - Record and the Project Document);
- ✓ use the financing exclusively for the purposes listed in Annex No. 1, which is an integral part of this Agreement;
- ✓ properly account for all income and expenses, or revenues and costs. Maintain accounting in accordance with Partner accounting standards,
- ✓ 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;
- ✓ 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;
- ✓ enable, at the request of the Provider (or other administrative authorities), the control of the use of subsidy funds in the accounting records, 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 for the purpose of the project (e.g. copies of accounting documents);
- ✓ 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 Provider's 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 Provider's website;
- ✓ The Partner is obliged to provide all available media outputs created within the Project (articles, interviews, reports, etc.);
- ✓ 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 that the outputs do not have Confidential Information.

Substantial changes to the Project are authorized by the contracting parties via modification to this Agreement only with the consent of the Provider. The Project Implementer is entitled to submit a change request to the Provider, which according to the OPZ Rules is one of the essential changes to the Project.

The Partner is obliged to participate in the correction of the deficiencies of a 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 Part II. paragraph 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)"

The Project is conducted in Czech crowns (CZK), where the amounts are firmly defined for the share of work for each cooperating subject. Partner will be paid at when invoiced at the current exchange rate. If there is any difference between the amount defined in CZK for the Project and the amount in USD specified in this Agreement, the Partner will receive funds to equal the amount in this Agreement at the end of each budget year.

2. The cost of activities by which the Partner participates in the implementation of the Project is USD 152,307.69 (in words: one hundred fifty-two thousand three hundred seven dollars and sixty-nine cents) plus the exchange rate difference stated in Part IV par. 1 of this Agreement.

	2023	2024	2025	2026
amount	2,307.69	46,153.85	46,153.85	57,692.30
In-kind	0	0	0	0
Relevant activities / outputs	Cooperation on the following activities : 1.1	Cooperation on the following activities: 1.1 / 2.3	Cooperation on the following activities: 2.3 / 2.4	Cooperation on the following activities: 2.3 / 2.4 / 2.5

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

The invoice will include the following: invoice number, business name/name of the Partner, and registered office of the Partner, Grant Contract number, bank connection, invoiced amount excluding/including VAT, the work for which the amount is invoiced.

3. The Partner is obliged to ensure the payment of project expenses related to the activities carried out within the Project, for the fixed price 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 for each year (see table in Part IV, paragraph 2), 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.

Part V – Copyright and Material responsibility

1. Project Implementer and Partner agree to report promptly and fully to each other any research results including but not limited to inventions, improvements, discoveries, or developments which may be patentable or copyrightable resulting from this mutual collaboration. The receiving party shall hold such disclosure on a confidential basis and will not disclose the information to any third party without consent of the disclosing party.

2. As a general principle, any invention, improvement, discovery, or developments arising from this agreement whether patentable, copyrightable or not, which are made by employees of Partner shall belong to Partner, and those made by employees of Project Implementer shall belong to Project Implementer.

3. Due to the close interaction of Project Implementer and Partner researchers and the collaborative nature of this team effort, it may be impossible to identify or separate the contributions of each party. In such cases, inventorship shall be determined by legal means, and in cases where inventors are from both Project Implementer and Partner, title to the intellectual property shall be held jointly. Project Implementer and Partner agree to negotiate in good faith a license agreement to allow for effective commercialization of jointly held intellectual property.

4. It is possible that the Project Implementer and Partner may possess rights in background intellectual property, that is, intellectual property not otherwise subject to this agreement, which would be useful or essential to the practice or commercialization of the results of projects arising from this agreement. Where Project Implementer and Partner determine that background technology may exist, Project Implementer and Partner will use reasonable efforts to negotiate licensing rights that will allow the practice and commercialization of these results.

5. The Partner declares and guarantees that the outputs or their individual components do not infringe or interfere in any way with the copyrights or other intellectual or industrial property rights of third parties.

6. 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.

7. The Partner is obliged to compensate the Project Implementer for the damage for which the Project Implementer is liable according to Part V paragraph 6 of the Agreement and which the Project Implementer incurred as a result of the Partner violating any obligation arising from this Agreement up to the amount of the award of this Agreement. To the extent permitted by the laws of the Commonwealth of Virginia, Partner shall be responsible for the ordinary negligent actions and omissions of its agents and employees causing harm to persons not a party to this agreement. Project Implementer shall be responsible for the ordinary negligent actions and omissions of its agents and employees causing harm to persons not a party to this agreement. Nothing herein shall be deemed a waiver of the sovereign

immunity of the Commonwealth of Virginia or require Partner to indemnify, defend, or hold harmless Project Implementer for claims brought against Project Implementer.

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.
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 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.
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 Agreement is terminated Project Implementer will provide payment for services provided and non-cancellable ordered prior to the termination date.

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. Remain Silent.
4. The following appendices are an integral part of this Agreement:
 - Annex No. 1. - Project Document

- Annex No. 2 – George Mason University Bank Details

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 electronically,



On[Date]

On 12/13/2023[Date]



<p>For the Implementer</p> <p>Mgr. Zdeněk Venera, Ph.D.</p> <p>Director General Czech Geological Survey</p>	<p>For the Partner</p> <p>Michael Laskofski</p> <p>George Mason University Associate VP, Research Services</p>
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Annex No 2: George Mason University Bank Details

