



PanAfGeo

Pan-African Support
to Geological Sciences and
Technology Africa-EU Partnership
Appui pan-africain aux géosciences
du partenariat Afrique-UE
Apóie pan-africana às geociências
da parceria África-UE

COLLABORATION AGREEMENT

BY AND BETWEEN:

Česká geologická služba (in English: 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, the registered office of which is located at Klárov 131/3, 118 21 Praha 1, Czech Republic, represented by Zdeněk VENERA, Ph.D. acting in his capacity as Director, and having full authority for such purposes.

Hereinafter referred to as "**CGS**" or *European Leader of the Work-package A*"

AND:

Geological Survey Department of Uganda « GSD », located at Plot 21-29 Johnstone Road, P.O Box 9, Entebbe – Uganda, represented by Mr. Fred Alex Tugume, acting in his capacity as Commissioner, and having full authority for such purposes,

Hereinafter referred to as "**GSD**" or *partner of the Work-package A*"

CGS and **GSD of Uganda** being hereinafter referred to collectively as the "Parties" and each individually as the "Party."

RECITALS

- On June 22, 2021 the European Union represented by the European Commission signed in the framework of PanAfGeo project, a grant contract with a European consortium composed by

BRGM, CGS, EGS, GeosZS, GEUS, IGME, ISPRA, LNEG, LGT, PGI-NRI and TNO (The « **Consortium** »). The objective of this grant contract was to support the improvement of the governance and sustainable use of African mineral resources through trainings carried out by the Consortium members (European geological surveys) assisted by their African counterparts covering several themes related to earth sciences. A consortium agreement (hereafter "**the Consortium Agreement**") has been signed on September 3, 2021.

- In order to ensure the implementation of these trainings, the Parties have agreed to come together in order to sign the following collaboration agreement.
- The Czech Geological Survey functions as the state geological survey in the Czech Republic and performs related tasks as authorized by the Ministry of the Environment (MoE) by virtue of Act No. 62/1988, on geological work.

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 - DEFINITIONS

When used in this document or in relation to performance of the same, the following terms, whether in the singular or plural form and beginning with a capital letter, shall have the meaning hereinafter set forth:

- "Consortium Agreement": consortium agreement signed by and between BRGM, CGS, EGS, GeoZS, GEUS, IGME, ISPRA, LNEG, LGT, PGI-NRI and TNO on September 3, 2021 and its appendices.
- "Contribution" - Each Party's intellectual, human, material, and financial contribution, corresponding to its contractual obligations within the context of the Project;
- "Agreement"- This document, including the appendices thereto, as entered into by and between the Parties for the completion of the trainings in conformity with Work-package A as defined in article 2.7 of Appendix 1 of the Grant Contract.
- "Grant Contract" The contract signed on June 22, 2021 by and between the European Commission and the Consortium.
- "Force Majeure" - any unforeseeable and unavoidable event extraneous to the will of the parties, affecting execution of the Agreement or completion of the Project by one or more of the Parties, that they are not able to control and that cannot be overcome despite the efforts that the Parties may reasonably agree to;
- "Trainings": the trainings as stipulated in article 2 of Appendix 1 of the Grant Contract.
- "OAGS": Organisation of African Geological Surveys.
- "Project": The PanAfGeo-2 project.
- "Work-package A": Geoscientific mapping.

ARTICLE 2 - PURPOSE

The purpose of the Agreement is to define the terms under which the Parties shall collaborate in order to conduct the Trainings detailed in the Work-package A.

ARTICLE 3 - CONTRACTUAL DOCUMENTS

The Parties hereby attest that they have received each of the documents hereinafter set forth:

A – this document and its appendices A and B;

B – the Grant Contract No. DCI/PANAF/2021/423-739

This document and its appendices A and B thereto make up an inseparable whole.

In the event of inconsistency or difference between the above mentioned documents, the order of predominance shall be the following: Grant Contract then the present Agreement.

ARTICLE 4 - OPERATION OF THE TRAININGS

4.1 Conduct of the Trainings.

4.1.1 Trainings are foreseen for a total duration of one (1) months, as from February 2024 to March 2024. It may only be extended by written amendment, signed by the duly authorized representatives of the Parties. In order to ensure proper execution of the Trainings, working meetings between the Parties shall take place on the initiative of CGS, in accordance with a schedule to be identified with BRGM.

4.1.2 Trainings will operate in accordance with the principal tasks detailed between the Parties.

4.1.3 The general objective of the Trainings shall be to establish collaboration between the Parties on the main topics related to Work-package A. It's a matter of joint work, fueled by the Parties' Own Knowledge.

4.1.4 GSD of Uganda, African host partner organization of the Work-Package A undertakes to assist CGS for performing its tasks.

As such, GSD commits to:

1. To assist CGS in any action regarding the Work-package A and delegate the local group of experts.
2. To advise CGS on the content of the trainings including training area;
3. To ensure a smooth communication with the OAGS Secretariat in case of need
4. To help CGS in selecting and organizing the training places and executions (for example the GSD promises to assist CGS in order to select an adapted lecture room (for 25 persons with its teaching equipment e.g. video projector, note pads, stable power supply and sockets for 25 laptop computers, wifi, etc.).
5. To represent the PanAfGeo project as local representative and assist in on-site acceptance and administrative procedures with the local authorities;
6. to take delivery of the Project computer equipment delivered at GSD for the trainees, trainers and co-trainers:
7. to participate in the concluding meetings of the Training session, visa administration and airport pick-ups).
8. To facilitate a transport for participants according to project needs.
9. To provide for free geophysical and geological data for the training.

4.1.5 CGS, European Leader of the Work-package A, undertakes to:

1. create the programme and schedule of every part of the mapping training WPA-U5, and compose the appropriate expert group from CGS Prague.
2. bear the cost of accommodation, transport, meals and coffee/tea breaks of the trainees and trainers, visa, custom operations during the preparatory mission and the training session as well as the rental of equipped training facilities;
3. To assist the provider and the GSD with all necessary documents regarding the shipped computer equipment in order to proceed with the local administrative procedures, in cooperation with the BRGM, Work-package G.

4.2 Technical Managers

The execution of Trainings shall be carried out under the scientific and technical responsibility of the following persons:

For CGS :	For GSD
Veronika Štědrá CGS Klárov 131/3 118 21 Praha 1 Czech republic Tel.: [REDACTED] Mob: [REDACTED] Email: [REDACTED]	Fred Tugume (PhD) Ag. Commissioner Geological Survey Department Uganda P.O Box 9 Entebbe Tel: [REDACTED] Email: [REDACTED]

Each Party reserves the right to replace, at its discretion, the above-mentioned managers by persons with similar skills, provided that such Party informs the other Party in advance and in writing.

4.3 Status of the staff dedicated to the Trainings

For the needs of execution of the Trainings, employees of one Party may travel to the other Party's site. The employees of each of the Parties who shall be received in such regard on the premises of the other Party must comply with the internal rules and instructions of which they are notified by the host's Party manager.

In any event, any and all of the employees or participants of each of the Parties who shall be lead to take part in execution of the Training shall keep the status and remain under the hierarchical authority of their original entity, the latter continuing to ensure its responsibility as employer with respect to such employees and to manage them in accordance with its own rules and procedure, including, in particular, with respect to disciplinary, administrative, and financial aspects.

ARTICLE 5 - FINANCING AND PAYMENT TERMS

The estimated total cost for Training in conformity with the Work-package A for GSD's part comes to a maximum of ...40 000... USD (excluding tax),

According to this Agreement, CGS undertakes to reimburse the other Party provided that it submits the supporting documents specified here below according to the Annex II of the Grant Contract.

- The maximum amount that could be reimbursed to GSD amounts to 9/10 of estimated total costs, i.e., 36 000,- USD.

The payments shall be made in the following manner:

- **Concerning direct cost:**

Direct costs connected with training will be covered by CGS directly to provider (e.g. technical items for geophysics, printing costs, etc.)

- **Concerning personnel costs:**

Upon presentation of a copy of salary slips or wage certificates (cf. appendix B) duly signed by GSD representative, along with timesheets (see appendix A) according to article 7.1 of the special conditions of the Grant Contract.

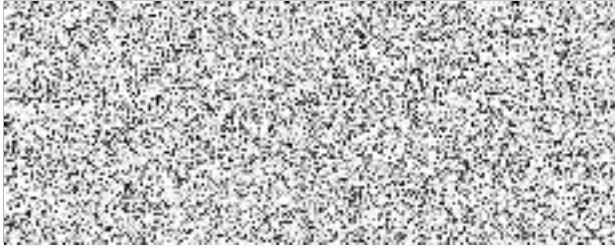
The invoices and supporting documents from GSD shall be sent to CGS to the attention of: Mrs. Veronika ŠTĚDRÁ and to Mr. Jan FRANĚK, deputy coordinator.

Payments shall be made by the CGS by bank transfer, within the time period of thirty (30) calendar days as from the date invoices and supported documents are received and approved by CGS, in the following accounts:

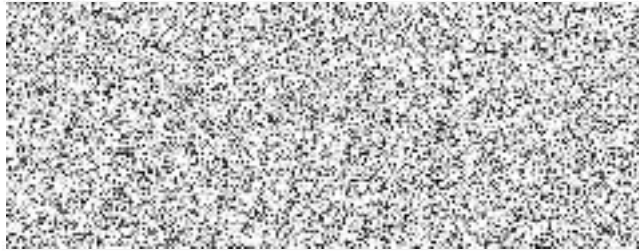
1. DR. FRED ALEX TUGUME



2. JOSEPH AYIKOBUA



3. GABRIEL DATA



4. JOSEPH NYAGO



5. RICHARD NELSON BIRUNGI



6. BIRUNGI UNITY SUDAN



7. MUHWEZI DEUS KATOMI



Any payment received in excess by GSD due to non-eligible costs by the European Commission should be reimbursed to CGS for reimbursement to the European Commission.

The part or all the payments can be paid in cash during the training or the preparatory phase.

- **Quantification of in-kind contribution from DGS:**

Concerning the part of the Grant Contract financed by "in kind contribution" from DGS according to art 7.1.2 of the special conditions of the Grant Contract and its Annex III: DGS undertakes to send to CGS original certificates detailing "in kind contribution" made on the Work-package A as for example provision of cars, lecture rooms, etc. The corresponding amounts of all these contributions should be detailed in original certificates duly signed by DGS's representatives. These certificates will specify the period concerned for the contribution and the corresponding amounts.

ARTICLE 6 – PUBLICATIONS – COMMUNICATIONS - USE OF TRAINING'S TOOLS

The contents of the Trainings shall be freely published by electronic means between the Parties.

Each Party grants to the other Party, a right to use the training's tools in the framework of these Trainings provided such tools bear the mention "PanAfGeo-2 Project".

ARTICLE 7 – TERM - TERMINATION

The Agreement is entered into for the total length of the trainings and shall take effect as from the date when the latter of the two Parties signs the Agreement.

Any modifications to the Agreement must be brought about by mutual agreement between the Parties and through amendments to said Agreement, which amendments shall specify the aim of such modification and, as applicable, the means of its financing.

The Agreement may be terminated by one of the Parties, as the matter of right, in the event of the other Party's failure to perform one or more of its obligations under the Agreement.

Such termination shall only become effective fifteen (15) working days after the complaining Party has sent a certified letter (with return-receipt requested) laying out the bases of the complaint, unless the defaulting Party, within such time period, has fulfilled its obligations or established that it was precluded from doing so following a case of Force Majeure. The exercise of such right to terminate does not relieve the defaulting Party from fulfilling its obligations entered into under contract until the date that the termination takes effect subject to damage that may be suffered by the complaining Party as a result of early termination of the Agreement.

The provisions set forth in Articles 6 and 8 shall remain in effect notwithstanding expiration or termination of the Agreement.

In the event of early termination for any reason, it is expressly agreed between the Parties that the GSD shall present to CGS a detailed report and a financial statement along with supporting documents on the basis of which CGS shall pay to GSD the amounts remaining due in proportion to the tasks actually completed related to Work-package A.

ARTICLE 8 – EMPLOYEES AND LIABILITY

8.1 General Provisions

8.1.1 Each Party agrees to execute such Party's share of the work in accordance with such Party's duty to exercise skill and care.

8.1.2 The Parties mutually waive any claim for consequential and non-physical losses that may result within the context of the Agreement.

The liability of the Parties may not exceed the contractual amount of their financial contributions share within the Agreement.

8.2 Employees of the Parties

Each party shall be responsible for the coverage of its employees in accordance with legislation applicable to it in the area of social security, occupational illness and work accidents and shall undertake the formalities incumbent upon it.

8.3 Damage to Property belonging to the Parties

Each Party shall be liable for damage caused by such Party to the real or personal property of the other Parties as a result of or on the occasion of performance of the Agreement.

8.4 Third-party Damage

Each Party shall bear, in its regard, any pecuniary consequences of the civil liability it incurs under ordinary law, as a result of any damage caused to third parties on the occasion of the work carried out within the context of the Agreement.

8.5 Insurance

Each Party must obtain, from a manifestly creditworthy company, and keep in effect the insurance policies necessary to insure any damage to property or persons that may come about within the context of performance of the Agreement and, more generally, within the context of carrying out its activities.

The rule under which "the State is its own insurer" shall apply to state-owned entities. As a result, such entities shall cover out of their budgets any damage that may be caused to third parties as a result their activities.

Each Party reserves the right to request the other Party to produce certificates for the same.

ARTICLE 9 - FORCE MAJEURE

No Party shall be liable for total or partial nonperformance of its obligations caused by an event constituting a case of force majeure.

The Party claiming an event constituting a case of force majeure must inform the other Party of the same within the seven (7) days following the occurrence of such event.

If necessary, the time limits for performance of Project may be extended by mutual agreement of the Parties.

ARTICLE 10 – NOTICE AND ADDRESS FOR SERVICE

Any notice provided under the Agreement shall be deemed valid if sent in writing to the following addresses:

For CGS:

Zdeněk VENERA
CGS-Czech Geological Survey
Klárov 131/3
118 21 PRAHA 1
Czech Republic



For GSD:

Mr. Fred Tugume
Ag. Commissioner
Geological Survey Department
Uganda
P.O Box 9,Entebbe



Notice of any changes in the information communicated by a Party under this article must be promptly provided to the other Party in writing, by letter and/or by email.

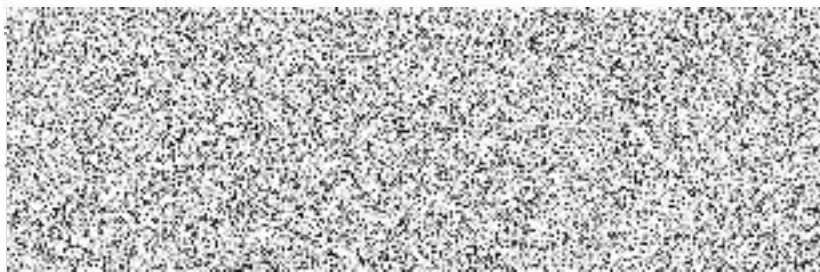
ARTICLE 11 - APPLICABLE LAW - DISPUTES

The Agreement shall be governed by Czech law.

In the event of issues arising regarding the validity, construction, or performance of the Agreement, the Parties shall strive, in good faith, to resolve their dispute amicably. In the event of continuing disagreement after one (1) months as from the first amicable discussion relating to the dispute, proceedings shall be filled in the appropriate Czech courts.

Signed in two (2) original copies,

Entebbe, on .



On behalf of GSD

Fred Alex Tugume

Praha, on



On behalf of CGS

Zdeněk VENERA