**COOPERATION AGREEMENT**

**J. Heyrovský Institute of Physical Chemistry of the CAS, v. v. i**.

Dolejškova 2155/3, Prague 8, 182 00,

ID number: 61388955

VAT number: CZ 61388955

represented by prof. Martin Hof, Dr. rer., Nat., DSc., director

Bank account: 478572 593/0300 IBAN CZ53 0300 0000 0004 0130 78572593

(„JHIPC“)

and

**Institute of Geophysics of the CAS, v. v. i.**

Boční II, č.p. 1401, Prague 4, 141 00

ID number: 67985530

VAT number: CZ67985530

represented by RNDr. Aleš Špičák, CSc., director

Bank account: 434106340247/0100, IBAN CZ13 0100 0000 4341 0634 0247

(„IG“)

and

**Czech Geological Survey**

Klárov 131/3, Malá Strana, 118 00, Prague 1

ID number: 00025798

VAT number: CZ00025798

represented by: Mgr. Zdeněk Venera, Ph.D.

Bank account: 34534 - 8753 0011/0710 IBAN CZ84 0710 0345 3400 8753 0011

(„CGS“)

(JHIPC, IG and CGS are together referred to as “Parties”)

together enter into following

**COOPERATION AGREEMENT** regarding Czech participation in envision mission-derisking of Venspec-H development

**Art. 1 Subject of the agreement**

1. The parties hereby oblige to mutually cooperate (participate) within project regarding *Czech participation in envision mission- derisking of Venspec-H development ”No: 4000143801\_VenSpec-H electronics (phase B1)” („project “).* The project is financed by *European space agency (ESA).*

The project will be led by JHIPC.

The research and development as well as technical role of the parties is to provide development, coordination and testing of VenSpec-H electronic components within the phase B1. During its solution within the current project, Prodex project for further phases will be prepared.

2. The scope of responsibilities, tasks (works), goals and financial matters of the project are described in Prodex Experiment Arrangement No.4000143801 (“PEA”) and its appendices concluded between JHIPC and ESA. Above mentioned document forms the attachment of this Cooperation agreement and is an integral part thereof.

*Based on this agreement JHIPC is responsible for:*

1. National management of the project, coordination of Co-PI activities including also representing the Czech side in the consortium and popularization of the mission on the national level.
2. Contact with the consortium, meeting arrangements, interface of the EnVision consortium with the manufacturer.
3. Supervision and evaluation of the technical quality of the manufactured hardware and software.
4. Supervision over technical performance of manufactured components, coordination of scientific criteria fulfilment, the component compatibility and functionality within the whole range of parameters defined by the consortium as well as assessed on the national level.
5. Development and manufacturing of part of the VenSpec-H electronics
* Prototype EGSE Design
* Components for FPGA and PROC Boards
* LLI EEE components for EM and EFM
* Manufacturing of FPGA and PROC prototypes
* Services for FPGA and GLE consultancy a development
1. Delivering of hardware:
* PROC prototype board and associated harness
* FPGA prototype board and associated harness
* LLI EEE parts for all EM and EFM boards

*Based on this agreement IG is responsible for:*

1. National management activities including also representing the Czech side in the consortium and popularization of the mission on the national level.
2. Contact with the consortium, meeting arrangements, interface of the EnVision consortium and the technical team.

*Based on this agreement CGS is responsible for:*

1. National management activities including also representing the Czech side in the consortium and popularization of the mission on the national level.
2. Contact with the consortium, meeting arrangements, interface of the EnVision consortium and the technical team.

3. The parties hereby oblige to observe all duties, perform all tasks (works), fulfil all conditions and goals of the project **namely and directly** resulting for them from PEA arrangement and its appendices, including all conditions, which form integral part of PEA. The parties hereby declare, that they are familiarized with these documents and are fully capable to fulfil the project.

4. The project will be realized (executed) from 02. 01. 2024 to 31. 10. 2024

5. The total amount of the project covered by this agreement is 505 032 EUR.

 - *The fund amount allocated for JHIPC is* ***472 495 EUR***

 *- The fund amount allocated for IG is* ***8 996 EUR***

 *- The fund amount allocated for CGS is* ***23 541 EUR.***

6. IG and CGS are obliged to submit to JHIPC all necessary or required documents and data for financial settlement of the project within 15 days following the end of project, so JHIPC is able to insert these data into ESA-p system.

7. JHIPC will transfer financial resources allocated for IG and for CGS in the project within 14 days of receiving financial resources from ESA. The financial resources will be sent by JHIPC on bank accounts (on IG´ s bank account and CGS´ s bank account) specified in the heading of this agreement.

8. The parties are obliged to mutually inform about course of the project as well as about all obstacles or any other significant matters occurred within their participation in the project.

9. IG and CGS will closely cooperate with JHIPC and provide JHIPC with all required assistance in communication with ESA in order to duly perform the project or to fulfil requirements demanded by ESA.

10. IG and CGS will enable JHIPC as well as ESA or another relevant authority to make inspection (control) regarding observation of project conditions. This inspection may be realized during course of the project or even after the end of the project.

11. IG and CGS will be responsible to JHIPC for solving their parts of the project as well as they will be liable for all damages, harms, penalties or the other sanctions incurred to JHIPC due to breach of their responsibilities resulting from this agreement.

The liability of IG and CGS under this agreement shall in no event exceed the total amount of funds allocated to them according to Article 1 paragraph 5 of this agreement. IG and CGS shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to lost profits or business interruption, arising out of or in connection with this agreement.

12. This agreement will last until the end of the project or even longer, if it is required by PEA concluded between ESA and JHIPC or it results from above mentioned agreement. This agreement will certainly cover the financial settlement mentioned in point 7. of this article. This agreement may be terminated by mutual agreement to be signed by all parties. JHIPC is entitled to terminate this agreement by giving written notice to the other parties in all cases, when PEA is terminated by ESA or JHIPC or will terminate otherwise. In the event that this agreement is terminated prior to the completion of the agreed-upon works according to Article 1 paragraph 2 of this agreement, JHIPC agrees to compensate the other parties for all work performed up to the date of termination.

13. In the event that any subject matter of intellectual property rights is created in the performance of this agreement as a result of the joint activity of the parties, the ownership/property and other rights in such subject matter shall vest in the parties in co-ownership shares corresponding to the degree of contribution to the achievement of such result by either party. The parties undertake to conclude a separate agreement on the use of the results in the event of the creation of joint intellectual property rights.

**Art. 2 Final provisions**

1. This agreement is governed by Czech law, especially by Czech civil code (act. no. 89/2012Coll.).

2. This agreement can be modified only by written amendments to be signed by all parties.

3. JHIPC will publish this agreement in the register of agreement according to act. no. 340/2015 Coll. (“register of agreements”), IG a CGS agree with that.

4. The parties hereby appoint the following contact persons:

on JHIPC´s side:

*name, surname: xxx*

*e-mail: @jh-inst.cas.cz*

*phone number: +420*

on IG´s side:

*name, surname: xxx*

*e-mail: @ig.cas.cz*

*phone number:* *+420*

on CGS´s side:

*name, surname: xxx*

*e-mail:* @geology.cz

*phone number:* +420

5. This agreement is signed in 3 counterparts, one for each party. If this agreement is signed electronically, the authorized representatives of parties will add their valid and recognized electronical signatures in accordance with act. 297/2016 Coll.

6. This agreement is valid on the basis of its signature by all parties, effective by its publication in the register of agreements.

In Prague ……..

On behalf of JHICP:

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prof. Martin Hof, Dr. rer., Nat., DSc.

Director

On behalf of IG:

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RNDr. Aleš Špičák, CSc.,

Director

On behalf of CGS:

……………………

Mgr. Zdeněk Venera, Ph.D.

Director