

COOPERATION AGREEMENT

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

Part I - Contracting Parties

The Czech Geological Survey, organization co-financed by state Established by the Measure No. 2/24 of the Ministry of the Environment

Registered office : 131/3, 118 00 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.

Tel. No: [REDACTED] E-mail: [REDACTED]

VAT ID : CZ00025798

Bank details [REDACTED]

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

AND

Ministry of Water and Energy a federal organization established by the Proclamation no. 1263/2021, "FOR THE DEFINITION OF THE POWERS AND DUTIES OF THE EXECUTIVE ORGANS OF THE FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA"

Registered office : Heile G/Sillassie Road, PO Box 5744, Addis Abeba, Ethiopia

Represented by : Abraha Adugna ASHENAFI, Ph.D., acting in his capacity as State Minister of F.D.R. Ethiopia Ministry of Water and Energy, and having full authority for such purposes.

Contact person : Mr. Muhuddin Abdella Muctar, M.Sc.

Tel. No: [REDACTED]

E-mail: [REDACTED]

Bank details:

F.D.R. Ethiopia Ministry of Water and Energy

Commercial Bank of Ethiopia

Account number:

IBAN:

(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 January 2024

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 1,500,000 (in words: one million five hundred thousand Czech Crowns) and in-kind cooperation is CZK 750,000.00 (in words: seven hundred and fifty 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, 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 all activities, see Annex No. 1 – Project Document:

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):

- ✓ Provision of archival data on groundwater from the project areas (activity 1.1);
- ✓ Provision of hydrological data for major rivers draining the project areas (activity 1.1);
- ✓ Support by providing available resources for logistics purpose such as cars and office space in Addis Ababa for the project team;

- ✓ Collaboration on detailed groundwater investigation in the Zala Woreda, Gofa Zone (administrative support) in order to building the scheme for construction of production water wells and irrigation system (activity 1.5);
- ✓ Cooperation on AI tools APP (activity 2.4);
- ✓ Facilitate sending of water samples for advance analysis such as (Isotopic analysis)
- ✓ Cooperation on establishing of interactive on-line information system on groundwater resources (activity 2.6);
- ✓ 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 (activity 3.2).

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 contract 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 – Project Document) takes place in the entire period from 1st January 2024 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.
5. The Partner has the right to all information related to the Project, especially its financial management, project results and related documentation.
6. 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 as follows: Mr. Muhuddin Abdella Muctar, M.Sc. (Project coordinator, Ministry of Water and Energy of F.D.R. Ethiopia) for the Partner and Prof. Dr. Kryštof Verner, Ph.D, for the Project Implementer.
7. 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 Act No. 563/1991 Coll., on accounting, as amended,
 - ✓ 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, 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 ZRS CR 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.
8. 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 OPZ Rules is one of the essential changes to the Project.
 9. 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.

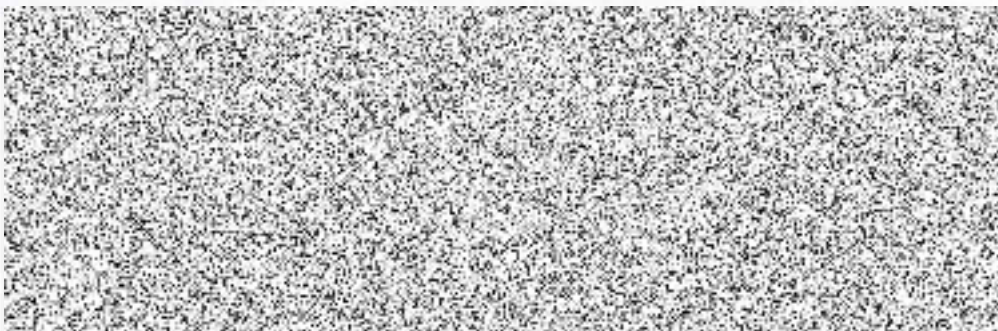
Part IV - Project Financing

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)"

2. The total cost of activities by which the Partner participates in the implementation of the Project is 1 500 000 CZK

In-kind: 750 000 CZK

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



	1.1, 1.2, 1.4, 1.5, 1.6, 3.2	1.5, 1.6, 2.5, 3.2	1.5, 1.6, 2.5, 2.6, 3.2
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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) Based on the invoices submitted, the Partner will be remitted the appropriate amount, but not more than CZK 1,500,000, 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.

(b) For the year 2024, the amount of CZK 500,000 will be distributed as follows:

- Annex No. 2, protocols on drawdown from the contract, is an integral part
- the remaining amount will be paid to the Partner's account after submitting the relevant documents on expenses according to the works completed.

- Annex No 3, to cooperation agreement for year 2024

Part V – Copyright and Material responsibility

1. In the event that a work of authorship is created by the Partner as part of the fulfilment of this Agreement, the Partner grants the Project Implementer exclusive authorization to exercise the right to such work, as well as to its individual parts and phases. The Project Implementer is entitled to use this work to an unlimited extent in all ways specified in § 12 paragraph 4 of Act No. 121 /2000 Coll. as amended ("Copyright Act") without time, territorial or quantitative restrictions. The payment for providing such authorization is included in the price specified in Part IV. paragraph 2 of this Agreement. The Project Implementer is entitled to grant exclusive authorization to the CDA, to the same extent as granted in this article by the Partner to the Project Implementer.

2. The Partner declares and guarantees that the outputs or their individual components and the exercise of rights can be used, and that these outputs do not infringe or interfere in any way with the copyrights or other intellectual or industrial property rights of third parties. The Partner shall, without undue delay, compensate the Project Implementer at its request for any damage incurred as a result of infringement of such rights of third parties.

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.

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.
4. The data mentioned in Part III. par. 1 of this Agreement provided by the Partner to the Project Implementer and compiled by the Project Implementer may only be shared with other parties within the framework of the Project, without any restrictions, including also other participants involved in the Project work or preparation of related outputs. The parties shall ensure that they will provide the data only to their employees or subcontractors directly working on the Project. If a party would like to use the data outside the Project, they shall obtain approval from the Partner.

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 contract 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.

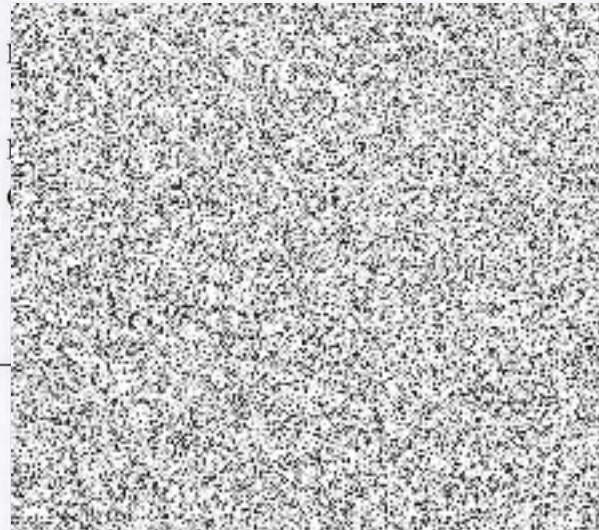
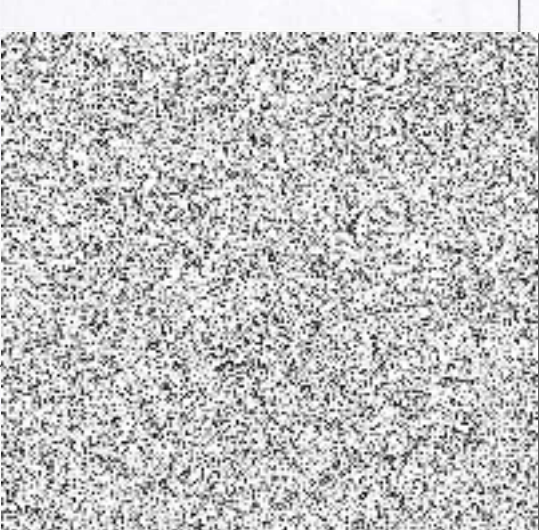
Part VIII - Other Provisions

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 contract is drawn up in 4 copies, of which each of the contracting parties will receive two copies.
5. The following appendices are an integral part of this contract: Annex No. 1. 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

On17.10.24.....[Date]

On[Date]

For the Implementer	For the Partner
	



Klárov 131/3, 118 21 Prague 1

Grant Contract ET-2023-006-RO-43040

Annex No 2 to cooperation agreement for year 2024

Dodavatel / Supplier :

Czech Geological Survey
Klarov 3
118 21 Praha 1
VAT ID CZ00025798
ID number : 00025798

Odběratel / Subscriber :

Ministry of Water and Energy:

Heile G/Sillassie Road, PO Box 5744, Addis Abeba, Ethiopia

Partner's salary costs :

- Your Excellency **Dr. Abraha Adugna Ashenafi** based on contract SML724020 amount **54 624 CZK** (the amount is equivalent to USD 2 400 at the applicable exchange rate)
- **Muhuddin Abdell Muctar** based on contract SML724019, amount **190 806 CZK** (the amount is equivalent to USD 8 400 at the applicable exchange rate).
- **Financial amount** to pay for the preparation of the water wells for the monitoring equipment installation – amount **30 000 CZK**
- the remaining amount will be paid to the Partner's account after submitting the relevant documents on expenses according to the works completed.

Project : 682900 - „Zlepšení kvality života zajištěním dostupnosti a udržitelným nakládáním s vodními zdroji v regionu Sidama a zónách Gamo a Gofa, Etiopie“ – „**Improving the quality of life by ensuring availability and sustainable management of water resources in Sidama Region and Gamo and Gofa zones (Ethiopia).**“


On the base of contract we paid the salary to your Excellence Dr. Abraha Adugna Ashenafi and Muhuddin Abdell Mucar and they provided money for installation of monitoring equipment.

total costs 2024 – 275 430 CZK


For the Partner

Ministry of Water and Energy:

Abraha Adugna Ashenafi, Ph.D.


For the Implementer
Czech Geological Survey

Mgr. Zdeněk Věnera, Ph.D.
Česká geologická služba
Klárov 3/131, 118 21 Praha 1

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fax (+420) 327 512 220

IČ 00025798, DIČ CZ 00025798
Bank:
Czech National Bank,
account number 87530011/0710



Klárov 131/3, 118 21 Prague 1

Grant Contract ET-2023-006-RO-43040

Annex No 3. To cooperation agreement for year 2024

Dodavatel / Supplier :

Czech Geological Survey
Klárov 3
118 21 Praha 1
VAT ID CZ00025798
ID number : 00025798

Odběratel / Subscriber :

Ministry of Water and Energy:

Heile G/Sillassie Road, PO Box 5744, Addis Abeba, Ethiopia

Confirmation – The financial budget transfer to MOWE

Based on the Contract the amount 4 000 EUR (in cash), i.e. 100 860 CZK was hand over to MOWE (receiver: Muhuddin Abdella). This amount 4 000 EUR will be used to purchase the necessary office equipment for the purpose of solving the project (printer, plotter toners, stationery, office paper, etc.).

Project: 682900 „Zlepšení kvality života zajištěním dostupnosti a udržitelným nakládáním s vodními zdroji v regionu Sidama a zónách Gamo a Gofa, Etiopie“ – „Improving the quality of life by ensuring availability and sustainable management of water resources in Sidama Region and Gamo and Gofa zones (Ethiopia).“

Tremaining amount will be paid to the Partner's account after submitting the relevant documents on expenses according to the works completed.

For the Partner:

Ministry of Water end Energy:


Abreha Adugna (Ph.D)
State Minister

For the Implementer:

Czech Geological Survey



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