

KAPPA Programme

Agreement on Utilisation of Results

of the Project no. TO01000112 entitled “CO₂ Storage Pilot in a Carbonate Reservoir, in short CO₂ SPICER” (hereinafter referred to as “agreement”)

between:

Česká geologická služba (Czech Geological Survey / CGS)

Domicile: Klárov 3, 118 00, Praha 1, Czech Republic, ID no. 00025798

hereinafter referred to as „Project promoter“

and

MND a.s. (MND)

Domicile: Úprkova 807/6, 695 01 Hodonín, Czech Republic, ID no. 28483006

hereinafter referred to as "Project Partner 1"

and

Vysoká škola báňská – Technická univerzita Ostrava (VSB – Technical University of Ostrava / VSB)

Domicile: 17. listopadu 2172/15, 708 00 Ostrava-Poruba, Czech Republic, ID no. 61989100

hereinafter referred to as “Project Partner 2”

and

NORCE Norwegian Research Centre AS (NORCE)

Domicile: Nygårdsgaten 112, 5008 Bergen, Norway, ID no. 919408049

hereinafter referred to as “Project Partner 3”

and

Geofyzikální ústav AV ČR, v. v. i (Institute of Geophysics of the Czech Academy of Sciences / GFU)

Domicile: Boční II/1401, 141 31 Praha 4 – Spořilov, Czech Republic, ID no.

hereinafter referred to as “Project Partner 4”

(hereinafter, jointly or individually, referred to as “Parties” or “Party”)

I.

Project identification data

Based on the results of a public competition announced by the Technology Agency of the Czech Republic (hereinafter referred to as "TACR") and on the basis of a contract on the provision of special-purpose support for the solution of a programme project in the form of a subsidy from the state budget expenditures on research, development and innovation concluded with TACR, the Project promoter is dealing with the following Project:

Project name: **CO₂ Storage Pilot in a Carbonate Reservoir, in short CO₂-SPICER**

Project number: TO01000112

Programme: the Technology Agency of the Czech Republic – KAPPA Programme

Project duration: 11/2020 – 04/2024

(hereinafter referred to as the Project).

II.

Definition of results

1. The Project promoter and the Project partners have achieved the following results in the Project:

No. of the result	Title	Type of result	Year of achievement
V1	3D geological model of the storage complex and set of structural geological maps	Nmap	2022
V2	Set of 3D models and maps with results of dynamic modelling of reservoir behaviour and CO ₂ injection scenarios for various scenarios	Nmap	2024
V3	Set of thematic maps of the CO ₂ Zar-3 storage site	Nmap	2023
V4	Risk assessment report	O	2023
V5	Site monitoring plan	O	2024
V6	Pre-feasibility study of facilities for CO ₂ injection	O	2024
V7	Final technical report of the CO ₂ -SPICER project	O	2024
V8	Manuscript of article showcasing CO ₂ -SPICER project results submitted for publication in a peer-reviewed journal	O	2024
V9	Peer-reviewed scientific article presenting results of geochemical characterisation of the Zar-3 storage site	J	2024
V10	Peer-reviewed article presenting results of risk assessment of CO ₂ storage at the Zar-3 site	J	2024
V11	Peer-reviewed article on combined use of ultrasonic velocity and triaxial experiments in decision analysis for CO ₂ storage projects	J	2023
V12	Peer-reviewed scientific article presenting results of integrated approach to reservoir simulations of the Zar-3 field and pilot CO ₂ injection	J	2024

2. The results are in line with the planned objectives of the Project.

3. The Parties declare that the stated results of the Project are not also the results of another project or research plan.

III.

Definition of ownership rights and rights of use to the Project results

1. The Parties acknowledge that the ownership of the results is established on the basis of the inventive activity of the parties' research teams.
2. The shares of the parties in the individual results are set out in the following table:

No. of the result	Title	Type of result	Share of the result
V1	3D geological model of the storage complex and set of structural geological maps	R	CGS: 20% MND: 80% VSB: NORCE: GFU:
V2	Set of 3D models and maps with results of dynamic modelling of reservoir behaviour and CO2 injection scenarios for various scenarios	Nmap	CGS: MND: 80% VSB: NORCE: 20% GFU:
V3	Set of thematic maps of the CO2 Zar-3 storage site	J	CGS: 50% MND: VSB: NORCE: 50% GFU:
V4	Risk assessment report	Jimp	CGS: 20% MND: VSB: NORCE: 80% GFU:
V5	Site monitoring plan	Nmap	CGS: 80% MND: VSB: NORCE: GFU: 20%
V6	Pre-feasibility study of facilities for CO2 injection	Nmap	CGS: MND: 20% VSB: NORCE: 80% GFU:
V7	Final technical report of the CO2-SPICER project	Nmap	CGS: 20% MND: 20% VSB: 20% NORCE: 20% GFU: 20%
V8	Manuscript of article showcasing CO2-SPICER project results submitted for publication in a peer-reviewed journal	Nmap	CGS: 20% MND: 20% VSB: 20% NORCE: 20% GFU: 20%
V9	Peer-reviewed scientific article presenting results of geochemical characterisation of the Zar-3 storage site	R	CGS: 80% MND: VSB: 20% NORCE: GFU:

V10	Peer-reviewed article presenting results of risk assessment of CO2 storage at the Zar-3 site	Jimp	CGS: 10% MND: VSB: NORCE: 90% GFU:
V11	Peer-reviewed article on combined use of ultrasonic velocity and triaxial experiments in decision analysis for CO2 storage projects	Jimp	CGS: MND: VSB: 80% NORCE: 20% GFU:
V12	Peer-reviewed scientific article presenting results of integrated approach to reservoir simulations of the Zar-3 field and pilot CO2 injection	J	CGS: MND: 70% VSB: NORCE: 30% GFU:

3. The rights to the Project results and their protection are governed by Articles 14 and 15 of the KAPPA Terms and Conditions.

IV.

Method of use of the Project results

1. The Parties declare that the use of the results agreed in this Article corresponds to the approved Project proposal, including the duration of their use which shall in no case be longer than 3 years.

V.

Confidentiality of information

1. Unless otherwise agreed by the Parties in a particular case, any information obtained by one Party from the other Party which is not generally known and is marked as confidential shall be considered confidential (hereinafter referred to as "Confidential Information"). The Party obtaining the Confidential Information shall keep the Confidential Information confidential and provide adequate protection against access by unauthorized persons and shall not disclose the Confidential Information to any other person, except to its employees who are entrusted with activities on the Project. The Contractor may disclose Confidential Information to other persons entrusted with Project activities only if it has entered into a confidentiality agreement with them to a similar extent.

2. The core model of reservoir in results V1 and V2 is confidential, while maps from these results are publically available. The result V6 is available only for Project partners.

VI.

Sanctions

1. Notwithstanding anything herein to the contrary, no Party shall be liable to the other Parties for any loss of profit, loss of use, loss of production, loss of contracts, attorney's fees, legal fees or for any other indirect, consequential or special damages whatsoever (altogether "Indirect Losses") that may be suffered by the other Parties, regardless of fault of whatsoever nature, and each Party hereby agrees to defend, indemnify and hold the other Parties harmless from and against any Indirect Losses suffered by the Party itself.
2. In no event or circumstance whatsoever shall a Party's total cumulative liability to the other Parties pursuant to this Agreement exceed an amount of EUR 150.000.

VII.

Final provisions

1. This agreement shall enter into force upon signature by all Parties and shall become effective upon publication in the Register of Contracts. The Project promoter undertakes to send this agreement to the Administrator of the Register of Contracts for publication in accordance with Act No 340/2015 Coll., on the Register of Contracts, and to inform the other Parties of the entry into force of this agreement.
2. This agreement shall be effective for a period of 5 years after the completion of the Project. However, the termination of this agreement shall not affect the distribution of rights to the results of the Project in the manner agreed in Article III of this agreement.
3. This agreement may be amended or supplemented only by written amendments mutually confirmed by all Parties.
4. This Agreement is drawn up in 6 copies, one copy of which shall be given to each of the Parties and one copy of which shall be submitted by the Project promoter to TACR.
5. **Applicable law**
This Agreement shall be governed by the laws of Belgium excluding its conflict of law provisions.
6. **Settlement of disputes**
The Parties shall endeavor to settle their disputes amicably. All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The place of arbitration shall be Brussels if not otherwise agreed by the conflicting Parties. The award of the arbitration will be final and binding upon the Parties.

VIII. Signatures

AS WITNESS:

The Project promoter and the Project partners have caused this Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

Česká geologická služba

Signature(s)



Name(s) Mgr. Zdeněk Venera, PhD.

Title(s) Director

Date 14th October 2024

AS WITNESS:

The Project promoter and the Project partners have caused this Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

MND a.s.

Signature



Name RNDr. Jana Hamršmídová, MBA

Title Energy Division Director

Date 7th October 2024

AS WITNESS:

The Project promoter and the Project partners have caused this Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

Vysoká škola báňská – Technická univerzita Ostrava

Signature

Name

Title

Date 07-10-2024



AS WITNESS:

The Project promoter and the Project partners have caused this Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

NORCE Norwegian Research Centre AS

Signature



Name Kristin Margrethe Flornes

Title EVP Energy & technology dep.

Date 26th September 2024

AS WITNESS:

The Project promoter and the Project partners have caused this Agreement to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

Geofyzikální ústav AV ČR, v.v.i.

Signature



Name RNDr. Aleš Špičák, CSc.

Title Director

Date 01.10.2024