

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:

(„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:

(„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:

(„CGS“)

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

together enter into following

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

The Parties enter into the following COOPERATION AGREEMENT regarding Czech participation in the EnVision Mission – Derisking of VenSpec-H Development.

Article 1 – Subject of the Agreement

1. The Parties hereby agree to mutually cooperate within the project regarding Czech participation in the EnVision mission – derisking of VenSpec-H development under Project No. 4000147310 “Development of VenSpec-H Electronics” (“Project”), financed by the European Space Agency (ESA).

- *The Project will be led by JHIPC.*
- *The research, development, and technical role of the Parties is to provide development, coordination, and testing of VenSpec-H electronic components within Phase B1.*
- *During this phase, the Prodex project for subsequent phases (B2, C, and D) will be prepared.*

2. The scope of responsibilities, tasks, goals, and financial matters of the Project are described in the PRODEX Experiment Arrangement No. 4000147310 (“PEA”), concluded between JHIPC and ESA, and its appendices. This document forms an attachment to this Cooperation Agreement and is an integral part thereof.

Based on this Agreement, JHIPC is responsible for:

- *National management of the Project, coordination of Co-PI activities, including representation of the Czech side in the VenSpec-H Consortium and public outreach activities.*
- *Primary contact with the EnVision consortium, arranging meetings, and acting as the interface between the EnVision consortium and the manufacturer.*
- *Supervision and evaluation of the technical quality of the manufactured hardware and software.*
- *Ensuring the compliance of the manufactured components with scientific and technical requirements, including their compatibility and functionality within the scope of parameters defined by the consortium.*

Based on this Agreement, IG is responsible for:

- *National management activities, representation of the Czech side in the VenSpec-H Consortium, and public outreach activities.*
- *Coordination of scientific aspects, including preparation of spectral libraries and datasets.*
- *Providing consultation on geophysical aspects of the EnVision mission.*

Based on this Agreement, CGS is responsible for:

- *National management activities, representation of the Czech side in the VenSpec-H Consortium, and public outreach activities.*
- *Coordination of remote sensing and geological aspects related to the EnVision mission.*

The Parties agree to observe all duties, perform all tasks, and fulfill all conditions and goals of the Project namely and directly resulting for them from PEA No. 4000147310 and its appendices, including all conditions that form an integral part of the PEA.

2.1. Project duration:

The term of the Project is from 1 November 2024 to 31 December 2029, as stated in PEA No. 4000147310.

2.2. Financial settlement obligations:

The total funds for the project covered by this agreement amount to 703 897 EUR.

The total funds allocated for JHIPC amount to 490 579 EUR.

The total funds allocated for IG amount to 62 834 EUR.

The total funds allocated for CGS amount to 150 484 EUR.

- *IG and CGS must submit all necessary financial documentation to JHIPC within 15 days following the end of the Project, allowing JHIPC to process financial data in the ESA-P system.*
- *JHIPC will transfer the financial resources allocated for IG and CGS within 14 days of receiving funds from ESA, to the bank accounts specified in the heading of this Agreement.*

2.3. Reporting and transparency obligations:

- The Parties agree to mutually inform each other about the progress of the Project, any obstacles, or significant issues that arise during the implementation of the Project.
- IG and CGS shall closely cooperate with JHIPC and provide all necessary assistance in communication with ESA.

2.4. Inspection and audit rights:

- IG and CGS agree to allow JHIPC, ESA, or any relevant authority to conduct an inspection of the Project, both during and after the Project duration.

2.5. Liability and indemnification:

- *IG and CGS are responsible for their respective parts of the Project and liable for any damages, penalties, or other sanctions incurred by JHIPC due to their breach of obligations.*
- *The liability of IG and CGS shall not exceed the total amount of funds allocated to them under Article 1, paragraph 5 of this Agreement.*
- *IG and CGS shall not be liable for any indirect, incidental, or consequential damages (e.g., lost profits or business interruption).*

2.6. Termination of the Agreement:

- *This Agreement remains valid until the completion of the Project or as required by the PEA.*
- *It may be terminated by mutual written agreement of all Parties.*
- *JHIPC may unilaterally terminate this Agreement if the PEA is terminated by ESA or JHIPC.*
- *In case of early termination, JHIPC agrees to compensate IG and CGS for all work performed up to the termination date.*

2.7. Intellectual Property Rights (IPR):

- *If any intellectual property (IP) arises from this Agreement as a result of joint activity, the Parties shall have co-ownership rights corresponding to their respective contributions.*
- *The Parties agree to conclude a separate agreement on the use and exploitation of such IP.*

Article 2 – Final Provisions

1. Governing law:

- This Agreement is governed by Czech law, particularly the Civil Code (Act No. 89/2012 Coll.).

2. Modification:

- This Agreement may only be modified by written amendments signed by all Parties.

3. Publication requirement:

- *JHIPC shall publish this Agreement in the Czech Register of Contracts, as required by Act No. 340/2015 Coll., and IG and CGS expressly agree with this.*

4. Contact persons:

- JHIPC: [REDACTED]
- Email: [REDACTED]@jh-inst.cas.cz
- Phone: [REDACTED]
- IG: [REDACTED]
- Email: [REDACTED]@ig.cas.cz
- CGS: [REDACTED]

- Email: [REDACTED]@geology.cz

5. Execution:

- *This Agreement is signed in three counterparts, one for each Party.*
- *If signed electronically, authorized representatives shall use qualified electronic signatures under Act No. 297/2016 Coll..*
- *The Agreement is valid upon signature by all Parties and effective upon publication in the Register of Contracts.*

In Prague

Signatures:

For JHIPC: prof. Martin Hof, Dr. rer., Nat., DSc., director

For IG: RNDr. Aleš Špičák, CSc., director

For CGS: Mgr. Zdeněk Venera, Ph.D.