

ESA PROJECT SUBCONTRACT

1 PARTIES

University of Turku
FI-20014 Turun yliopisto, Finland
Business ID 0245896-3
(hereinafter UTU)

And

Institute of Geology of the Czech Academy of Sciences v. v. i.
Rozvojová 269, CZ-16500, Prague 6
Business ID CZ67985831
(hereinafter the Subcontractor)

- have agreed as follows:

2 BACKGROUND AND PURPOSE

The purpose of this Agreement is to agree between UTU (as the Contractor of the European Space Agency “ESA” or “the Agency”) and UTU’s Subcontractor on the terms relating to the Project “ASPECT+ MATURATION DEVELOPMENT” UTU has concluded as the Contract number ESA 4000151740/26/NL/RK (the contract and its annexes referred to in the contract hereinafter referred to as “ESA Contract”) with ESA, which shall hereby become an integral part of this Subcontract and shall be attached hereto as Appendix 1.

3 SUBCONTRACTED WORK AND COMMITMENT TO THE TERMS OF THE ESA CONTRACT

The Subcontractor shall carry out its tasks as defined in general in Appendix 1 and as specified further in Appendices 2 and 3.

According to the ESA Contract (Article 1.3.4) the conditions of any subcontract shall secure to the Agency all rights provided for it under the ESA Contract. Therefore the Subcontractor hereby commits to all obligations arising out of the ESA Contract. The Subcontractor shall be responsible towards UTU of all its obligations as if it was the Contractor with ESA. The Subcontractor’s responsibilities towards ESA and rights of ESA shall be regarded as responsibilities towards UTU and rights of UTU. All remedies available to ESA are also available to UTU. These responsibilities and remedies include but are not limited to the following to the extent provided in the ESA Contract:

- 1 Inspections (Article 4.1.4)
- 2 Changes (Article 5.8)
- 3 Penalties for late delivery (Article 2.1.3)
- 4 Termination (Articles 5.6 and 5.7)
- 5 Conditions concerning Intellectual Property Rights (Article 6)

The Subcontractor hereby commits to carry out all its tasks in accordance with the deadlines agreed upon in the ESA Contract and this Agreement and in the manner that UTU is able to perform its duties under the ESA Contract. Deadlines related to deliverables are presented below, and in more detail in Appendices 2 and 3.

- Inputs to the final deliveries earlier than 2 weeks before the delivery of the report.

The Subcontractor shall exercise all reasonable skill, care and diligence in the performance of the subcontracted work and shall carry out all of its responsibilities under this Subcontract in accordance with recognized professional standards.

The Subcontractor shall cooperate with UTU and supply UTU without delay with any information which the latter may need concerning the implementation of the work. UTU has the right to supervise Subcontractor's work. The Subcontractor shall observe all reasonable directions given by UTU in relation to carrying out the subcontracted work.

The Subcontractor may not without UTU's express written acceptance use any subcontractor for carrying out the subcontracted work. The Subcontractor shall remain liable for the work of its subcontractors.

In accordance with ESA Contract Article 6.2, the Parties agree that in case the work is carried out jointly by the Parties, the ownership of the Intellectual Property Rights shall vest without any separate compensation in UTU and the Subcontractor shall be entitled to receive user rights. The detailed terms relating to such transfer of ownership shall be agreed upon separately.

4 PAYMENT FOR THE WORK

All payments shall be made by UTU directly to the Subcontractor against invoice in accordance with the payment terms as stated in the ESA Contract. The details relating to the payments including UTU's duties related to the invoices and payments have been identified in the ESA Contract (Appendix 1).

Payment schedule follows Payment plan in ESA Contract Article 4.2. Subcontractor share of the payment is as follows:

Milestone (MS) Description	Schedule Date	Payments from Contractor to Subcontractor (in Euro)	Country (ISO Code)
Progress (MS 1): Upon successful completion of Progress Review and the Agency's acceptance of all related deliverable items.	2027	15,000	CZ
Final Settlement (MS 2): Upon the Agency's acceptance of all deliverable items due under the Contract and the Contractor's fulfilment of all other contractual obligations including submission of the Contract Closure Documentation.	2028	15,000	
TOTAL		30,000	

To accomplish MS1 subcontractor deliverables are (or contribution to) D1 and to accomplish MS2 subcontractor deliverables are (or contribution to) D7-D8, TDP and FP as defined in Appendix I (SoW) of the ESA Contract.

5 CONFIDENTIALITY

5.1

All information in whatever form or mode of communication, which is disclosed by a party (the “Disclosing Party”) to the other party (the “Recipient”) in connection with the Project during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

5.2

The Recipients hereby undertake for a period of 5 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy.

5.3

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

5.4

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order.

5.5

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care

5.6

Each Recipient shall promptly inform the relevant Disclosing Party by written notice of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

5.7

If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

6 LIABILITY

The liability provisions as described in the ESA Contract Article 5.3 shall apply to this subcontract.

7 OTHER TERMS

Should the ESA Contract be terminated under the provisions of Articles 5.6 and 5.7 of the ESA Contract, UTU has the right to terminate this Subcontract.

The Subcontractor shall not assign or otherwise transfer this Subcontract in whole or in part without UTU's express written consent.

All notices to be given by either party to the other under this subcontract shall be effectively given if sent by telefax or by registered mail or recorded delivery

- (i) in case of notices to the UTU, to: xxxxxx
- (ii) in case of notices to the Subcontractor, to: xxxxxxxx

This Subcontract supersedes all oral or written proposals, prior agreements and other communications between the Parties concerning the subject matter of this Subcontract.

Amendments or changes to this Subcontract shall be valid only if made in writing and signed by the Parties.

This Subcontract is subject to the laws of Finland.

Any disputes arising out of the contract which cannot be solved amicably shall be settled as identified in the ESA Contract.

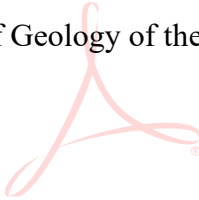
8 SIGNATURES

5. This Subcontract shall come into force on the date of the signature of the Subcontract by the Parties, but shall then have retroactive effect as from the date on which the Subcontractor has effectively commenced performing the work.

Place and Date

University of Turku 11.5.2026

Institute of Geology of the Czech Academy of Sciences v .v. i. 4.5.2026

A red handwritten mark or signature, possibly a stylized 'A' or a similar symbol, is located below the text of the Institute of Geology of the Czech Academy of Sciences.