

## Cooperation Agreement in project implementation

concluded according to Section 269 Subsection 2 of Act no. 513/1991 Coll. Commercial Code as amended (hereinafter referred to as the "**Agreement**")

between:

**Name:** Comenius University in Bratislava  
**Registered seat:** Šafárikovo námestie 6, P. O. Box 440, 814 99 Bratislava 1  
**ID:** 00 397 865  
**VAT number:** SK 2020845332  
**Bank connection:** State Treasury  
**IBAN:**  
**SWIFT:**  
**Statutory body:** prof. JUDr. Marek Števček, PhD., Rector  
**Legal form:** public institution - public university according to Act no. 131/2002 Coll. on Higher Education Institutions, as amended, registered in the Register of Organizations maintained by the Statistical Office of the Slovak Republic

**Part:** Faculty of Mathematics, Physics and Informatics, Comenius University in Bratislava  
**Address:** Mlynská dolina, 842 48, Slovakia  
**Represented by:** prof. RNDr. Daniel Ševčovič, DrSc., Dean  
**Person responsible for the project implementation:** Dr. Jiří Šilha, PhD.

(hereinafter also referred to as "**UK**" or "**Beneficiary**")

and

**Name:** University of Bern acting through its Astronomical Institute (AIUB)  
**Registered seat:** Sidlerstrasse 5, CH-3012 Bern, Switzerland  
**ID:** -  
**VAT:** CHE-115.250.351 MWST  
**Bank connection:**  
**IBAN:**  
**SWIFT:**  
**Statutory body:** Canton of Berne  
**Legal form:** Public institution  
**Person responsible for the project implementation:** Prof. Thomas Schildknecht

(hereinafter also referred to as "**Subcontractor**")

(hereinafter individually referred to as a "**Party**" and collectively referred to as "**Parties**")

**Article I.**  
**Introductory provisions**

1. Comenius University in Bratislava is the Beneficiary of funding for a project entitled: *“Improvement of European capabilities for LEO objects tracking with optical passive sensors”* (hereinafter referred to as "**Project**"), on the basis of a contract: ESA Contract No. 4000126272/18/NL/SC concluded between The European Space Agency (hereinafter also referred to as "**ESA**" or "**Provider**") and Comenius University in Bratislava on 22<sup>nd</sup> of January 2019.
2. The University of Bern acting through its Astronomical Institute, in accordance with ESA Contract No. 4000126272/18/NL/SC (hereinafter referred to as the "**ESA Contract**") is a Subcontractor, who has the same rights and obligations in relation to the Project under this Agreement as a Beneficiary under the ESA Contract. The Subcontractor is obliged to provide the Beneficiary with all the cooperation necessary to fulfill the obligations arising from the ESA Contract (Annex 1).
3. The Parties undertake to implement the Project in accordance with this Agreement and with the provisions contained in the following documents, in order of priority in the event of non-compliance:
  - a) specific Articles of the ESA Agreement with its Personal Data Processing Annex;
  - b) Annex 1 of the ESA Contract entitled " Standard Requirements for Management, Reporting, Meetings and Deliverables and its Annex A: Layout for Contract Closure Documentation" (hereinafter referred to as "**Annex 1 of the ESA Contract**").

**Article II.**  
**Subject of the Agreement**

1. The subject of this Agreement is the regulation of rights and obligations between the Beneficiary and the Subcontractor in project implementation, in accordance with the conditions set out in the ESA Contract.

**Article III.**  
**Rights and obligations of Parties**

1. The Subcontractor undertakes, in accordance with the ESA Contract, to perform the following activities for the Beneficiary and to submit him in electronic form (MS Word for documents and data packages in a predefined format) the outputs:

- a) WP3300 – Planning and acquisition of astrometric and photometric observations with AIUB’s telescopes to low earth orbit objects, output: astrometric positions (tracklets);
- b) WP3300 – Planning and acquisition of observations with ZIMLAT SLR sensor to cooperative targets, output: SLR ranges to observed objects;
- c) WP3300 – Processing of SLR and astrometric measurements, orbit determination analysis;
- c) WP3300 – Provision of epoch bias analysis;
- d) WP3300 – Compilation of results and provision of results into the document - Technical note 6 – TN6 – Observation campaign results, output: TN6, to be delivered 2 weeks before the Final presentation, in order to reach milestone 3;

The Subcontractor declares that he is professionally qualified to perform activities and is interested in the proper and timely performance of activities and delivery of outputs.

- 2. The Subcontractor undertakes to create and to deliver to the Beneficiary in electronic form (in MS Word format) the inputs to the following document two weeks before the related Progress Meeting/ Final presentation:
  - a) TN6 – Observation campaign results
- 3. The Beneficiary undertakes to receive, assess and to approve or reject the documents and outputs referred to in Section 1 and 2 of this Article within 30 calendar days of their receipt.
- 4. The Subcontractor is obliged to submit the supporting documentation (invoices, milestone achievement confirmation, cost reports and other documents on the basis of the Beneficiary’s instructions) to the Beneficiary electronically, within 10 calendar days from the expiry of the period pursuant to Section 3 of this Article. The Beneficiary is then responsible for the assessment and approval or rejection of the documents, within 10 calendar days of their receipt.
- 5. The Beneficiary undertakes to provide the Subcontractor a total amount of 25 000 EUR in accordance with Article 3 of the ESA Contract (hereinafter referred to as the "**total amount**"). The amount is a fixed amount, which doesn’t include any added value taxes or other fees. The Beneficiary will provide the funds to the Subcontractor after reaching the individual milestones defined in point 4.2 of the ESA Contract and after delivery of the documents referred to in Section 2 and 4 of this Article, within 30 calendar days of their crediting to the Beneficiary's account by ESA in the following amounts:

<b>Milestone</b>	<b>Amount of funds</b>
Milestone 1	0.0.-
Milestone 2	15.500.-

Milestone 3	9.500.-
Total amount in EURO	25.000.-

6. The Subcontractor shall provide the Beneficiary and the Provider with all necessary cooperation in carrying out on-the-spot checks or remote checks in order to verify the progress of the project in order to establish the eligibility of the payment.
7. The Subcontractor undertakes to provide the Beneficiary in electronic form with the documents necessary for the preparation of the "*Progress Report*", within the deadlines set by the Beneficiary in accordance with the ESA Contract, on the basis of a written notification in electronic form delivered to the address specified in Article VIII, Section 3 of this Agreement. The Subcontractor hereby undertakes to supply the Beneficiary with all documents in accordance with point 1.3.3 of Annex 1 of ESA Contract.
8. The Subcontractor undertakes to provide the Beneficiary with the documents necessary for the preparation of the "*Final Report*" and the "*Executive Summary Report*" no later than 15 February 2021 or within another period specified and notified by the Beneficiary in accordance with the Provider's instructions.
9. The Subcontractor undertakes to provide the Beneficiary cooperation and all documents necessary for the preparation of the "*Contract Closure Documentation*" within the period notified in writing by the Beneficiary to the e-mail address of the Subcontractor referred to in Article VIII Section 3 of this Agreement.
10. The Subcontractor undertakes to deliver the data files specified in the documents pursuant to Article I Section 3 of the Agreement in electronic form to the e-mail address of the Beneficiary specified in Article VIII Section 3 of the Agreement by 15 February 2021 or within another period specified and notified in writing by the Beneficiary in accordance with the Provider's instructions.
11. The Subcontractor undertakes to submit the technical documentation in electronic form within the time limit specified and notified by the Beneficiary in accordance with the ESA Contract in writing to the address referred to in Article VIII Section 3 of this Agreement. The technical documentation of the Subcontractor will be submitted to the Provider only after its review and reasonable acceptance by the Beneficiary.
12. If the Provider reasonably rejects the results of the project or if the Provider requests their resubmission due to fail to meet the agreed requirements and/or specifications, the Subcontractor undertakes to provide the Beneficiary with all necessary cooperation, without entitlement to further payment in accordance with point 5.5.1 of the ESA Contract.

13. The Subcontractor, as the originator/co-originator of the outputs under this contract, undertakes to transfer to the Beneficiary, free of charge, its intellectual property rights in accordance with point 6.2.1 of the ESA Contract. In the case of non-transferable intellectual property rights (e.g. copyright), it undertakes to grant the Beneficiary a free non-exclusive license of unlimited (territorial, material and temporal) scope with the right to give third party (in particular the Provider) consent to use the outputs within the scope of the license in accordance with point 6.2.2 of the ESA Contract.
14. The Subcontractor is obliged, at the written request of the Beneficiary, to provide the Beneficiary with all cooperation in the exercise of claims arising from the threat or infringement of intellectual property rights of third parties in connection with the Subcontractor's activities. The Subcontractor is liable and is obliged to reimburse the Beneficiary for all claims of the authors or other authorized persons, which they successfully assert against the Beneficiary or the Provider as a result of the infringement of rights of such authors or other authorized persons by the Subcontractor.

**Article IV.  
Liability for damage**

Liability for damage between the Parties, Article 5.3 and Article 5.5 of the ESA Contract shall be applicable likewise for relationship regulated by this Agreement. In case of doubt, it is supplemented by the regulation contained in the Act no. 513/1991 Coll. Commercial Code.

**Article V.  
Specific provisions**

1. The Subcontractor shall immediately inform the Beneficiary in writing of the occurrence of facts which could have an effect on the timetable for the implementation of the Project or on the scope of the work to be carried out.
2. The Subcontractor undertakes to provide the Beneficiary with all necessary cooperation in the performance of the control or audit, both during the implementation and also after the end of the Project in accordance with the ESA Contract.
3. In the event of serious problems related to the timely payment of due invoices or contractual coverage of activities already kicked-off, the Subcontractor is entitled to contact ESA directly at the e-mail address:

**Article VI.  
Privacy**

1. The Parties undertake to exercise the rights and obligations arising from this Agreement in accordance with the currently valid and effective regulations in the field of personal data protection applicable in their countries, in particular Regulation (EU) of the European Parliament and of the Council No. 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, repealing Directive No. 95/46 / EC (General Data Protection Regulation). The Parties also undertake to proceed in accordance with the Annex to the ESA Contract - Annex: Personal Data Processing Annex (hereinafter referred to as the "PDP Annex"). Pursuant to point 11.1 of the PDP Annex, the Subcontractor has the status of a so-called "sub-Processor", which is subject to the same obligations as the Beneficiary in the position of a "Data Processor" under the PDP Annex.

**Article VII.  
Duration of the Agreement and methods of termination**

1. The Agreement shall be concluded for a fixed period, until the termination of the ESA Contract.
2. The Agreement expires:
  - (a) at the end of the period for which it was concluded;
  - (b) by written agreement of the Parties.
3. The Agreement referred to in Section 1 point (b) of this Article must be concluded in writing, signed by both Parties and must contain an agreement on the mutual settlement of relations arising in connection with this Agreement.

**Article VIII.  
Communication and delivery**

1. The Parties agree that their mutually binding communication resulting from the Agreement shall be in English language and in writing (by registered mail, by courier or by post delivery). The provisions of Section 3 of this Article of the Agreement shall not be affected thereby.
2. The mutual communication of the Parties related to this Agreement, unless it is a termination of the Agreement, changes to the Agreement, or other acts related to the disposition of this Agreement, take place in electronic form. The Parties shall use for a binding electronic form of communication these email addresses:

Beneficiary: Mgr. Jiří Šilha, PhD.,

Subcontractor: Prof. Thomas Schildknecht.

3. Messages delivered in electronic form shall be deemed to have been delivered at the moment when the electronic message is available, accessible in the electronic mailbox of the receiving Party, thus the moment when the sending Party is receiving a confirmation of successful delivery of the message. If it is not objectively possible for technical reasons to set automatic confirmation of successful delivery, the message delivered electronically is considered delivered at the moment of sending the electronic message by the Party, if the sending Party did not receive automatic information about non-delivery.

### **Article IX** **Final provisions**

1. This Agreement shall enter into force on the day of its signing by both parties and shall take effect on the day following its publication in the Central Register of Contracts kept by the Office of the Government of the Slovak Republic in accordance with § 47a of Act no. 40/1964 Coll. Civil Code as amended.
2. This Agreement shall be construed in accordance with and governed by the laws of Slovak Republic. Disputes arising from this Agreement are under the jurisdiction of courts of Slovak Republic.
3. In the event that any provision of this Agreement becomes invalid, the validity of the remaining provisions shall remain unaffected. In such a case, the Parties undertake to immediately replace the invalid contractual provision by a new valid provision, or by deleting such a provision, so that the purpose and content of individual provisions of the contract are preserved.
4. The rights and obligations of the Parties not expressly regulated by this Agreement are governed by the provisions of Act no. 513/1991 Coll. Commercial Code as amended, Act no. 40/1964 Coll. Civil Code as amended and other relevant legal regulations valid in the Slovak Republic.
5. Any amendments to the Agreement shall be made in the form of written amendments, which shall become an integral part of this Agreement after the mutual consent of the Parties.
6. This Agreement is made in 2 equivalent copies, each of the Parties will receive one copy.
7. The Parties unanimously declare that they have read this Agreement before have signed it, it was concluded after mutual negotiation, it is an expression of their free and serious will, it is certain and understandable, the Agreement was not concluded in distress or

under noticeably unfavorable conditions, the Parties understood its content and the legal effect resulting from it and, as a sign of agreement with its content, signed it voluntarily and by hand.

In Bratislava on

.....  
prof. JUDr. Marek Števček, PhD.  
Rector  
Comenius University in Bratislava

In Bern on ..

.....  
Prof. Dr., Adrian Jaggi  
Head of AIUB  
University of Bern, acting through  
its Astronomical Institute

Annex:

Annex no. 1 - ESA Contract No. 4000126272/18/NL/SC  
(<https://www.crz.gov.sk/index.php?ID=3858643&l=sk>)