

## 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:**  
**IBAN:**  
**SWIFT:**  
**Statutory body:** prof. Mgr. 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:** doc. RNDr. Juraj Tóth, PhD.

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

a

**Name:** University of Stuttgart, Institute of Space Systems  
**Registered seat:** Pfaffenwaldring 29, 70569 Stuttgart, Germany  
**ID:**  
**VAT:**  
**Bank connection:**  
**IBAN:**  
**SWIFT:**  
**Statutory body:**  
**Legal form:** public institution  
**Person responsible for the project implementation:** Dr.-Ing. Stefan Löhle

(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: "*Study of meteoroid composition by meteor spectroscopy and simulated ablation of meteorites*" (hereinafter referred to as "**Project**"), on the basis of a contract: ESA Contract No. 4000128930/19 / NL / SC concluded between The European Space Agency (hereinafter also referred to as "**ESA**" or "**Provider**") and Comenius University in Bratislava on 21th November 2019.
2. The University of Stuttgart, Institute of Space Systems, in accordance with ESA Contract No. 4000128930/19 / 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) WP3100 - Preparation of document Technical note 2 - TN2 - Laboratory ablation experiment description, plan and sample characterization, output: TN1, to be delivered 2 weeks before the related Progress Meeting, in order to reach milestone 1;
- b) WP3100 – Delivery of documents for the preparation of the document - Technical note 5 - TN5 - Report from the laboratory experiment campaign, output: TN5, to be delivered 2 weeks before the related Progress Meeting, in order to reach milestone 2;
- c) WP3100 - Delivery of data package - Data package 3 - Laboratory experiment data package, output: Data3, to be delivered 2 weeks before the related Progress Meeting, in order to reach milestone 2;
- d) WP3200 - Delivery of documents for the preparation of the document - Technical note 7 - TN7 - Laboratory experiment campaigns results and meteorite catalog, output: TN7, to be delivered 2 weeks before the related Progress Meeting, in order to reach milestone 4;
- e) WP3100 - Preparation and mediation of laboratory experimental campaigns in the plasma wind tunnel at the IRS Stuttgart aimed at simulated meteorite ablation and diagnostics using spectral, thermographic and video techniques, to be finalized 2 weeks before the related Progress Meeting, in order to reach milestone 2;
- f) WP3100 – Provision of processing and analysis of acquired spectral, video and thermographic observations and provision of UK data, to be finalized 2 weeks before the related Progress Meeting, in order to reach milestone 2;
- g) WP3200 – Provision of expertise in relation to analysis and interpretation of the reached observations: diagnostic elements to identify the composition of meteoroids and to create a catalog of characteristic spectra of meteorites, to be finalized 2 weeks before the related Progress Meeting, in order to reach milestone 4;

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 following documents two weeks before the related Progress Meeting:
  - a) TN2 - Laboratory ablation experiment description, plan and sample characterization
  - b) Background for TN5 - Report from the laboratory experiment campaign
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 34 222 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	15.000.-
Milestone 2	10.000.-
Milestone 3	9.222.-
<b>Total amount in EURO</b>	<b>34.222.-</b>

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 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 10 November 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 10 November

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 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 acceptance by the Beneficiary.
12. If the Provider 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, his 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 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.

#### **Article IV. Liability for damage**

1. A Party who has breached his obligation under the Agreement shall be liable for compensation for the damage caused to the other Party, unless he proves that the breach was due to circumstances precluding liability.
2. The Subcontractor is obliged to compensate the Beneficiary for the damage caused by the breach of the obligations arising from the ESA Contract for non-fulfillment or insufficient fulfillment of the Subcontractor's obligations, on the basis of which ESA claims damages against the Beneficiary.

3. Liability for damage between the Parties is governed by the provisions of Act no. 513/1991 Coll. Commercial Code as amended in conjunction with Article 5.3 of the ESA Contract.

**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.
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, 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 contract 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 form (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: doc. RNDr. Juraj Tóth, PhD.,

Subcontractor: Dr.-Ing, Stefan Löhle,

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 Party is sent 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 4 equivalent copies, each of the Parties will receive 2 copies.
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 .

In Stuttgart on

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prof. Mgr. Marek Stevček, PhD.  
rector  
Comenius University in Bratislava

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Jan Gerken  
Chancellor  
University of Stuttgart

Annex:

Annex no. 1 - ESA Contract No. 4000128930/19 / NL / SC  
(<https://www.crz.gov.sk/index.php?ID=4325363&l=sk>)