

Annex A24 to the Contest Conditions – Non-binding draft contract for the performance of contract No 2

Contract Number of the Client:

Contract number of the Contractor:

**Contract for the elaboration of an Architectural Study
of the forecourt of the New Brno Main Railway Station and the area behind the station**

which, in accordance with Section 1746(2) of Act No 89/2012, the Civil Code, as amended (hereinafter the "**Civil Code**"), taking into account Section 2358 et seq. and Section 2586 et seq. of the Civil Code, is concluded by the following Parties on the following day, month and year:

I. Statutární město Brno (Statutory City of Brno)

Represented by: JUDr. Markéta Vaňková, Mayor of the City of Brno

With its seat at: Dominikánské náměstí 196/1, 602 00 Brno

Company ID No: 44992785

Tax ID No: CZ 44992785

Bank details: [To be completed at the latest before the contract is signed]

Account Number: [To be completed at the latest before the contract is signed]

Authorised to sign this contract: [To be completed at the latest before the contract is signed]

The person authorised to act in technical matters:

[To be completed at the latest before the contract is signed]

(hereinafter the "**Client**")

and

II. Name / business name / name and surname: [To be completed at the latest before the contract is signed]

Represented by: [To be completed at the latest before the contract is signed]

Registered office at: [To be completed at the latest before the contract is signed]

Company ID No: [To be completed at the latest before the contract is signed]

Tax ID No: [To be completed at the latest before the contract is signed]

Legal / natural person registered in the Commercial Register or other similar register [To be completed no later than before signing the contract], under file No / reg. No [To be completed at the latest before the contract is signed]

or

Legal / natural person registered in [To be completed at the latest before signing the contract]

or

Natural person entered in the trade register kept at [To be completed no later than the signing of the contract] (other authorisation of a natural person to conduct business with the information on the issuer of the authorisation, the date of issue and possibly the numerical designation of this authorisation)

Bank details: [To be completed at the latest before the contract is signed]

Account Number: [To be completed at the latest before the contract is signed]

Contact person: [To be completed at the latest before the contract is signed]

Phone: [To be completed at the latest before the contract is signed]

Email: [To be completed at the latest before the contract is signed]

(hereinafter the "**Contractor**")

I.Preamble and purpose of the contract

- I.1. The Client intends to secure the preparation of the "Architectural study of the forecourt of the New Brno Main Railway Station and the area behind the station", to the detail level of an urban-transport-architectural study. This study represents a binding basis for future stages of planning and project documentation (hereinafter the "**Architectural Study**"). The study shall in particular find the optimal location and appearance of the bus station, public transport transfer terminal, parking lots, taxi service stations and bicycle storage. The study shall take into account both their connection to the urban transport network and their interconnections, especially with regard to the quality of pedestrian movement and pedestrian access through the railway body and, last but not least, the links to the urban structure of the new district. The study shall also include a complete solution of the station forecourt and the area behind the station, including buildings according to the construction programme. Seeing as it is a place located on the Trans-European

Transport Network (TEN-T), the construction of the Main Railway Station will, with its significance and purpose, significantly exceed the city borders and it will also be an important transport terminal for all types of public transport. This important public building will become not only the new entrance gate to the city of Brno, but also the centre of a new district south of the historic city centre. The aim is to show in detail sufficient for the subsequent procedure leading to the construction of buildings the concept and layout of the planned buildings in the forecourt and the area behind the station associated with the New Brno Main Railway Station.

- I.2. This contract is concluded in connection with the result of the procurement procedure (hereinafter the "**Procurement Procedure**") for a public contract entitled "**Architectural Study of the New Brno Main Railway Station – NPWPP**" (hereinafter the "**Public Contract**"), which was carried out by the Client as the contracting entity in accordance with Act No 134/2016, on public procurement, as amended (hereinafter the "**PPA**").
- I.3. Capitalized terms defined in this Contract have the meanings ascribed to them in the Contract. For the avoidance of any doubt, the Parties further agree on the following:
- in the event of any uncertainty as to the interpretation of the provisions of the contract, these provisions shall be interpreted in such a way as to take account as far as possible of the purpose of the Public Contract expressed in the tender documentation and the contract;
 - The Contractor is bound by its tender submitted to the Client in the Procurement Procedure for the Public Contract, which will be used in a subsidiary manner to adjust the mutual relations arising from the contract.

II. Subject-matter of contract

- II.1. The subject-matter of this contract are the professional technical, creative and other activities of the Contractor aimed at determining the basic solution of the form and location of buildings, transport system and the use of areas in the form of the Architectural Study.
- II.2. All activities of the Contractor under this contract must meet the requirements set by generally binding legal regulations and the relevant technical standards effective as of the date of handing over the material outcome of the Contractor's creative activities.
- II.3. During the elaboration of the Architectural Study, the Contractor is bound in terms of content (conceptually) by the submitted contest proposal submitted by the Contractor within the Design Content, which forms Annex 1 to this contract. At the same time, during the elaboration of the Architectural Study, the Contractor is bound by the recommendations and comments of the design contest panel made within the design contest and by the results of the negotiations in the procurement procedure.
- II.4. Material outcome of the Contractor's activities shall mean the following:

- a) assessment of possibilities and conditions for designing the optimal solution of the forecourt area and the area behind the station from the technical and economic point of view, incl. execution of activities specified in Annex 2 to the contract, from which the Contractor shall prepare the following partial outputs:
 - (i.) Detailed construction programme;
 - (ii.) Building standards;
 - (iii.) Record of the level of technical equipment of buildings;
 - (iv.) Record of the need to carry out the necessary surveys and analyses;
 - (v.) Architectural Study.
 - b) Architectural Study, which is a study of all parts of areas and buildings that are not part of the trackage and buildings related to the operation of the station – public spaces, or. bus station, other buildings **in the forecourt of the railway and the area behind the station.** The Architectural Study consists of the following parts:
 - (i.) **Text part;**
 - (ii.) **Graphic part;**
 - (iii.) **Physical model.**
- II.5. The minimum content requirements for the elaboration of the textual, graphic and computational parts of the Architectural Study are specified in more detail in Annex 3 to this contract.
- II.6. The Contractor is obliged to prepare the study in five paper copies, in one copy of the physical model and in two electronic copies submitted on USB flash drive.
- II.7. The paper copy of the Architectural Study shall be handed over in individual parts as follows:
- II.7.1. The text part of the Architectural Study shall be handed over to the Client in A3 format, bound in fixed cover in five copies;
 - II.7.2. The graphic part of the Architectural Study shall be handed over to the Client in the format of drawings according to the ČSN ISO 5457 standard and the ČSN ISO 7200 standard, coated with foil (in the B0+ format);
- II.8. The physical model of the Architectural Study shall be submitted on a solid base plate.
- II.9. The electronic copy of the Architectural Study shall be handed over to the Client as follows:
- II.9.1. The text part of the Architectural Study shall be handed over to the Client as a text statement in *.docx formats, a computational subsection in *.xlsx format and all at the same time in *.PDF or *.PDF/A;

II.9.2. The graphic part of the Architectural Study shall be handed over to the Client in *.PDF or *.PDF/A and the vector part in *.shp or *.dwg or *.dgn format;
, all at the same time.

II.10. The following shall be the basis for the elaboration of the Architectural Study:

- The contest proposal submitted by the Contractor in the design contest;
- Binding instructions of the Client;
- Construction programme of building types, contest
- Annex No A01 to the contest specification and the documents to which it refers
- documents provided by the Client (basic background studies):
- Territorial study Jižní Čtvrť (Southern district of the City)
- DUR ŽUB (zoning planning decision Railway Junction Brno – ZPD RJB)
- Project Tram Plotní – ZPD

The Contractor declares that it has at its disposal the documents referred to in this subsection of the contract and it will prepare the Architectural Study in accordance with these documents.

II.11. The subject-matter of the contract is also the provision of an **exclusive licence** to the Client to use the results of the Contractor's activities, including their material outcome. The exclusive licence under this contract is the exclusive property right of the Client to use all the results of the Contractor's activities, including their material outcome. The Contractor shall grant an exclusive licence to the results of the Contractor's creative activity and its material outcome under this contract as an author's work to the Client under the conditions specified in Article X of this contract. The Parties agree that the Client may also transfer the outputs from the performance to third parties.

III. Obligations of the Contractor

- III.1. The Contractor undertakes to perform the entire subject-matter of performance for the Client in accordance with this contract properly, on time, at its own expense and risk.
- III.2. In performing its activities under this contract, the Contractor undertakes to proceed independently and with the care of a professional so that the purpose of this contract is always fully and timely fulfilled.
- III.3. The Contractor is obliged to keep the Client informed in writing about all fundamental actions that it will perform on behalf of the Client in the performance of this contract. In the performance of the subject-matter of this contract, the Client is entitled to assert requirements and comments and give the Contractor instructions, about which a written record shall be made. The requirements, comments and instructions of the person

authorised by the Client shall be considered an assertion of the requirements, comments, and instructions of the Client. The Contractor shall incorporate these Client's comments and requirements in its further procedure and it shall follow the instructions of the Client in the performance of its obligations. The Contractor is obliged to notify the Client without undue delay of the unsuitable nature of things taken over from the Client or the requirements, comments and instructions given to it by the Client when performing the subject-matter of the contract, if the Contractor could and should have uncovered this unsuitability with normal efforts.

III.4. The Contractor undertakes to take all necessary actions and measures leading to the fulfilment of all its conditions in the performance of its obligations under the contract for work, in particular the following:

- a) enable the Client's employees or agents (especially the Investment Department, Brno's European Funds Implementation Department, Brno's Zoning and Development Department, Brno City Architect Office, contributory organisation), the Ministry of Finance, the Audit Authority, the European Commission, the European Court of Auditors, the Supreme Audit Office, the Tax Authority, the National Fund, the European Anti-Fraud Office and other competent authorities to allow a physical check of the project implementation, as well as a check of all documents related to the project;
- b) create conditions for carrying out checks related to project implementation, provide all documents related to project implementation, enable continuous verification of compliance of project implementation data provided in project implementation reports with the actual situation at the place of implementation and provide cooperation to all the above-mentioned persons authorised to perform project control;
- c) keep in an appropriate manner, in accordance with Act No 563/1991, on accounting, as amended, for at least ten years all original accounting records relating to the project;
- d) keep in an appropriate manner, in accordance with Act No 499/2004, on archiving and the file service and amending certain acts, as amended, the original documents relating to the project;
- e) participate in coordination meetings, control days and other meetings with the Client.

III.5. The Contractor is obliged to actively participate in coordination meetings or inspection days organised by the Client.

III.6. In fulfilling the obligations under this contract – especially individual elaborations of partial performances under this contract and the Architectural Study, the Contractor is obliged to use only persons with regard to which it has demonstrated technical

qualification within the Design Contest or the Negotiated Procedure Without Publication for Concluding this Contract and who are the authors of the Contractor's contest proposal. The use of other persons without the prior written consent of the Client shall be considered a material breach of this contract. Persons who were the authors of the design proposal and were used to demonstrate qualifications in previous proceedings in accordance with Act No 134/2016, on public procurement, as amended, are listed in Annex 4 to this Contract – List of members of the implementation team.

- III.7. The Contractor is obliged to use for the purposes of performance of this contract only such persons of the subcontractor, which it stated in the previous negotiated procedure without publication as its subcontractors through whom it intends to perform the Public Contract. Change of these persons is possible only with the written consent of the Client issued after the previous written request of the Contractor. The use of subcontractors other than those specified in this paragraph shall be a material breach of this contract. Persons specified in this paragraph are listed in the List of Subcontractors, which forms Annex 5 to this contract.
- III.8. The Contractor is obliged to respond to the calls and instructions of the Client and to always confirm their receipt.

IV. Rights and obligations of the Client

- IV.1. The Client undertakes to take over the duly completed performance or partial performance defined in accordance with this contract from the Contractor and to pay the price in the amount and under the conditions agreed in this contract.
- IV.2. The Client undertakes to issue a written power of attorney to the Contractor for the purposes of performance under this Contract for each individual case, no later than within 10 working days from the delivery of the Contractor's written request.
- IV.3. The Client undertakes to provide the Contractor with the necessary co-operation for the performance of its activities under this contract and to ensure the co-operation of the Client's responsible persons who are able to provide the Contractor with the documents or information necessary for proper fulfilment of the Contractor's obligations under this contract.
- IV.4. The Client shall participate in meetings, control days, meetings and conferences organised and negotiated by mutual agreement with the Contractor, if such meetings are required.
- IV.5. The Client is entitled to convene coordination meetings or to organise control days in order to coordinate the procedure with the mandatory participation of the Contractor's representatives or, if needed, other participants. These meetings may be ordered by the Client to the Contractor's representatives, and the meetings may also be held in the form of a video conference call.

V. Time limit for performance

- V.1. Work on the Architectural Study shall begin without undue delay after the contract's effective date. The time limits for individual performances are binding for the Contractor, unless the Client and the Contractor agree otherwise in writing. Outputs from individual partial performances are subject to approval by the Client.
- V.2. The time limit for the performance of the Architectural Study specified in this contract is agreed as follows:

V.2.1. Commencement without undue delay from the effective date of the contract, unless it is otherwise agreed below; in the case of further stages of partial performance, always from the moment of the Client's instruction;

V.2.2. Handover of the 1st partial performance – Detailed construction programme together with Building Standards; handed over by the Contractor to the Client within 3 months from the effective date of this contract; the submission shall be made electronically via [TO BE SPECIFIED DURING THE NEGOTIATED PROCEDURE];

After the submission of the 1st partial performance, the Client shall check it and comment on it within 15 working days. The Contractor is obliged to reflect the Client's statement and to rework the partial performance within 15 working days according to the Client's notes and recommendations; this procedure may also be repeated until the final form of the Partial Performance is created and submitted and approved by the Client.

V.2.3. Handover of the 2nd partial performance – Record of the level of technical equipment of buildings and Record of the necessary surveys and analyses; handed over by the Contractor to the Client within 5 months from the effective date of this contract; the submission shall take place via [TO BE SPECIFIED DURING THE NEGOTIATED PROCEDURE];

After the submission of the 2nd partial performance, the Client shall check it and comment on it within 15 working days. The Contractor is obliged to reflect the Client's statement and to rework the partial performance within 15 working days according to the Client's notes and recommendations; this procedure may also be repeated until the final form of the Partial Performance is created and submitted and approved by the Client.

V.2.4. Handover of the 3rd partial performance – The first draft of the complete textual and graphic part of the Architectural Study; handed over by the Contractor to the Client within 9 months from the effective date of this contract; the submission shall take place via [TO BE SPECIFIED DURING THE PROCEDURE];

After the submission of the 3rd partial performance, the Client shall check it and comment on it within 30 working days. The Contractor is obliged to reflect the Client's statement and to rework the partial performance within 15 working days according to the Client's notes and recommendations; this procedure may also be repeated until the final form of the Partial Performance is created and submitted and approved by the Client.

- V.2.5. Handover of the 4th partial performance – Architectural Study in the text, graphic and computational part; handed over by the Contractor to the Client within 13 months from the effective date of this contract; the submission shall take place via **[TO BE SPECIFIED DURING THE PROCEDURE]**;

After the submission of the 4th partial performance, the Client shall check it and comment on it within 30 working days. The Contractor is obliged to reflect the Client's statement and to rework the partial performance within 30 calendar days according to the Client's notes and recommendations; this procedure may also be repeated until the final form of the Partial Performance is created and submitted and approved by the Client.

- V.2.6. The Contractor shall submit the complete Architectural Study with all incorporated comments and remarks of the Client no later than 18 months from the effective date of this contract or within the period notified in writing by the Client to the Contractor after the submission of the 4th partial performance. The Client may reasonably extend the time for submitting the final form of the Architectural Study for reasons worthy of special consideration, especially for extensive comments of the Client or due to the need to carry out special surveys and inquiries.

- V.3. After the submission of all partial parts of the performance, the Contractor undertakes to also perform Author's Supervision during the creation of follow-up project documentation and during the construction for at most 1,000 hours. Author's supervision shall be registered by the Contractor in the work report in the form of a table containing the date, name of a specific natural person performing the Author's Supervision, description of the content and specific time period of the Author's Supervision and signature of the Contractor's authorised representative (hereinafter the **'Work Report'**).
- V.4. The Client shall communicate its comments and observations on individual partial performances, preferably in writing, to the e-mail address specified in the contact details of the Contractor at the beginning of this contract.
- V.5. An exclusive licence under this contract for the use of the material outcome of the Contractor's activities for individual parts of the performance shall be provided by the Contractor to the Client always from the day of taking over the relevant part of the performance by the Client; this exclusive license shall be provided as not limited by time

and territory, exclusive and for the entire duration of the protection of property rights by the Contractor.

VI.Place of performance

VI.1. The place of handover of the Architectural Study and other documents for which the obligation to hand it over to the Client is stipulated and the place of delivery of the outputs according to this contract is the Client's seat.

VII.Price

VII.1. The total price for the provided performance is determined by the following amounts:

VII.2.

CZK excl. VAT

 VAT rate

CZK incl. VAT

(data to be completed by the participant)

The method of payment of the price is determined in accordance with Article VIII of the contract.

VII.3. In the event that this contract is terminated before the full completion of the Contractor's performance, the Contractor is entitled to charge only the part of the agreed price corresponding to the agreed prices for relevant payment milestones, or the payments for partial parts of performance under this contract, the performance of which has already been started by the Contractor in accordance with this contract before the termination by the Client become effective.

VIII.Payment terms

VIII.1. The price for the provision of performance by the Contractor under this contract shall be paid gradually as follows:

VIII.1.1. Handover of the 1st partial performance to the Client by the Contractor in the amount of 20% of the price of the work for the elaboration of the Detailed Construction Programme together with the Building Standards with incorporated comments in accordance with Article V.2.2 of this contract;

VIII.1.2. Handover of the 2nd partial performance to the Client by the Contractor in the amount of 15% of the price of the work for the processing of the Record on the level of technical equipment of buildings and the Record on the necessary surveys

and analyses) with incorporated comments in accordance with Article V.2.3 of this contract;

VIII.1.3. Handover of the 3rd partial performance to the Client by the Contractor in the amount of 20% of the price of the work for the processing of the First Draft of the complete text and graphic part of the Architectural Study, with incorporated comments in accordance with Article V.2.4 of this contract;

VIII.1.4. Handover of the 4th partial performance to the Client by the Contractor in the amount of 15% of the price of the work for the elaboration of the Architectural Study in accordance with Article V.2.5 of the contract;

VIII.1.5. Handover of the final form of the Architectural Study to the Client by the Contractor in the amount of 20% of the price of the work for the elaboration of the Architectural Study with incorporated comments in accordance with Article V.2.6 of the contract.

VIII.1.6. For the performance of the Author's Supervision, the Contractor is entitled to a remuneration in the amount of 10% of the price of the work (included in the tender price) for a total of 1,000 hours of the Author's Supervision. The remuneration is invoiced by calculating the hourly rate for the performance of Author's Supervision from 10% of the price of the work, which is billed monthly by the Contractor by multiplying the hourly rate by the number of hours according to the Work Report according to the number of hours actually worked.

VIII.2. The Client's payment to the Contractor is always based on a tax document – an invoice issued by the Contractor no later than 10 days from the date on which the relevant part of the Contractor's performance under this contract was fulfilled by the Contractor.

VIII.3. The Client's payment to the Contractor for its Author's Supervision is always a document – an invoice issued by the Contractor no later than 10 days from the end of the calendar month for which the invoice is issued. The Work Report shall always be attached to the invoice.

VIII.4. The maturity of invoices is agreed with a period of 30 days from their delivery to the Client.

VIII.5. The tax document – invoice must contain all the requisites of a tax document stipulated by Section 29 of Act No 235/2004, on value added tax, as amended, and Section 435 of the Civil Code, in particular:

- designation of the Client and the Contractor, registered office or seat, Company ID number, Tax ID number,
- invoice number,
- the date of issue and the due date of the invoice,

- the name of the bank and the number of the account where the amount is to be paid,
- a designation of the relevant part of the performance for which it is issued,
- the Client's and the Contractor's contract number
- the invoiced amount (incl. VAT valid at the time of invoicing, if the Contractor is a taxpayer),
- stamp and signature of an authorised person,
- a copy of the acceptance report for the invoiced part of the performance shall always be attached to the invoice.

VIII.6. The Client is entitled to return an invoice to the Contractor before the due date, if it does not contain the required details, or if it contains incorrect data or incorrect calculation of the price for the partial performance to be paid by the Client. With the justified return of the invoice, the period until maturity ceases to run. The Contractor shall issue a new invoice with the correct data and a new 30-day period until maturity shall begin to run on the day of its delivery to the Client.

VIII.7. The Client does not provide advance payments.

VIII.8. The address for delivery of invoices is the office of the Investment Department, Kounicova 67a, 601 67 Brno, or email: oieko@brno.cz for electronic delivery of invoices.

VIII.9. Payments incl. VAT under this contract shall be paid in Czech Koruna (CZK) or euros (EUR)¹, by a non-cash transfer to the Contractor's account. The price for the provision of the performance or its part shall be deemed paid at the moment the invoiced price is debited from the Client's bank account in favour of the Contractor's account. The Contractor's bank account must be published by the tax administrator in a manner enabling remote access. In the event that the account is not published in this way, the Client is entitled to pay the Contractor the price in the amount excluding VAT. The Client shall pay the VAT to the tax administrator. If the Contractor becomes an unreliable payer within the meaning of Section 106a of Act No 235/2004, on value added tax, as amended, it is obliged to immediately inform the Client of this in writing.

IX. Handover and acceptance of performance

IX.1. The Contractor is obliged to carry out the individual partial performances within the agreed deadlines and to hand over the agreed outputs of its performances to the Client or other relevant persons within the agreed deadlines.

¹ If necessary, the amount will be converted according to the CNB exchange rate valid on the effective date of the contract.

- IX.2. The Parties shall draw up a report on the fulfilment of individual partial performances, which shall be prepared by the Contractor. The report shall contain at least the following:
- a) the Contractor's declaration about the fulfilment of the relevant part of the performance;
 - b) a description of the fulfilled part of the performance in terms of content and scope;
 - c) the date of fulfilment of the relevant part of the performance;
 - d) in the case of non-fulfilment, or refusal to accept the relevant part by the Client, specification of the rejected part and the reason for this refusal;
 - e) signatures of the authorised representatives of the Parties.
- IX.3. In the event that the Client refuses to take over a part of the performance due to defects, the Contractor is obliged to eliminate the defects without undue delay and hand the completed parts of the performance over to the Client with a report.
- IX.4. Non-acceptance of individual parts of the performance due to defects does not affect the obligation of the Contractor to complete them before the deadlines agreed in Article V of the contract.
- IX.5. The Parties may agree on the use of the data storage and the conditions of its use.

X.Licence agreement

- X.1. Copyright protection is governed by the Civil Code, the Copyright Act and all international agreements on the protection of intellectual property rights, which are part of the Czech legal system.
- X.2. The Contractor declares that on the basis of its authorship or on the basis of its legal relationship with the author(s) authors of works related to the performance of the Architectural Study, it entitled to exercise in its own name and on its own account all the author's property rights to the results of the Contractor's creative activities under this contract, including the material outcome of the Contractor's activities; in particular, it is entitled to use all these parts of the performance as an author's work for all known uses and to grant the Client, as the licensee, the right to exercise this right in accordance with the terms of this contract.
- X.3. By this contract, the Contractor grants the Client the right to use the results of creative activities under this contract, including material outcome of its activities to fulfil the purpose and subject-matter of this contract in the above form and at the same time the right to modify, supplement and display the results of creative activities (hereinafter the "*Licence*") under the terms agreed in this contract. The Client's right to use the results of the Contractor's creative activities under this contract, including the material outcome of the Contractor's activities within the meaning of this contract shall mean the undisturbed use of the Contractor's creative activities under this contract, including the material

outcome of the Contractor's activities in all known ways, in particular to copy it, modify it or to have it copied by the Contractor or a third party. The Client accepts the Licence granted on the basis of this contract by taking over the relevant part of the performance under this contract.

- X.4. The Contractor grants the Licence under this Agreement as an exclusive licence, which means that the Contractor may not provide the Licence in its content or scope including rights provided to the Client under this contract to a third party and it is obliged to refrain from exercising the right to use the results of its creative activities under this contract, including the material outcome of the Contractor's activities to fulfil the subject-matter of this contract in the above form and in the manner for which it provided the Licence to the Client. However, the Contractor is entitled to refer to its author's work, which is the subject-matter of this contract, as to its own author's work, reference project or during educational or lecture activities.
- X.5. The licence under this contract is provided to the Client for an indefinite period, especially for the entire duration of the property rights to the results of the Contractor's creative activities, including the Contractor's legal successors, under this contract including the material outcome of the Contractor's activities to fulfil the subject-matter of this contract.
- X.6. The licence under this contract is provided to the Client as unlimited in terms of territorial scope.
- X.7. The Client is not obliged to use the licence. The Client may modify or change the author's designation, if necessary. The Client may modify the work or its title.
- X.8. The Client is entitled to provide the rights, or any part thereof, forming part of the Licence under this contract to a third party, to the same or lesser extent to which the Client is entitled to use the rights under the Licence.
- X.9. Upon the termination of the Client's person, the rights from the Licence provided by this contract are transferred to its legal successor.
- X.10. By signing the contract, the Contractor expressly declares that the remuneration for the Licence referred to in this article of the contract is already included in the price for the provision of the performance under the contract.

XI. Insurance and financial guarantee

- XI.1. The Contractor undertakes to have taken out insurance for risks and liability for damage caused during the performance of activities under this contract with a one-time indemnity in the amount of at least CZK 20,000,000. The insurance shall be arranged for the entire period of validity of this contract, as well as for the entire duration of the obligations arising from this contract.

- XI.2. The costs of insurance shall be borne by the Contractor and are included in the prices and payments agreed under this contract.
- XI.3. The original or a certified copy of the document on the conclusion of the insurance contract with the above parameters shall be submitted by the Contractor to the Client no later than 10 calendar days from the conclusion of this contract. In the event of a change in the insurance, the Contractor shall immediately submit to the Client a new document proving the conclusion of the relevant insurance contract.
- XI.4. The Contractor undertakes to claim all insurance events related to the provision of performance under this contract with the insurance company without undue delay, which does not affect the Contractor's liability to compensate the Client for damage or satisfy other claims of the Client if they are not covered by the insurance contract.
- XI.5. If a later period is not specified by the Client, the Contractor undertakes to provide the Client, within 30 days from the effective date of this contract, with a security in the form of an irrevocable and unconditional written **financial guarantee** provided by a bank or another financial institution approved in advance by the Client in writing, within the meaning of Section 2029 of the Civil Code, in the amount of CZK 3,000,000 as a security for the fulfilment of obligations under this contract, both monetary and non-monetary. The financial guarantee must be provided in such a way that the Client is entitled to unilaterally, at the first request, without conditions, objections and protests, claim the rights from such security (guarantee) and set off any outstanding receivables arising from this contract, especially any costs incurred by the Client due to a breach of the Contractor's obligations.
- XI.6. The Contractor is obliged to ensure that the financial guarantee is maintained in the required amount for the entire agreed period and in the case it is drawn by the Client to supplement it to the required amount within 30 days at the latest and a submit a proper document about the fact to the Client.

XII.Liability for defects, quality guarantee and liability for damage

- XII.1. The Contractor undertakes that the results of its creative activities under this contract, as well as the material outcome of the Contractor's activities under this contract will be free of defects and fit for use for the purpose agreed in this contract as of the date of acceptance of the individual relevant parts of the performance.
- XII.2. The results of the Contractor's creative activity under this contract shall be considered defective if they are not prepared in compliance with the contract, the requirements, comments or instructions asserted by the Client during the Contractor's performance under this contract or if the relevant part of the study defined in this contract is incomplete to such an extent that it is not possible to proceed to fulfil the purpose of this contract. The following shall also (but not exclusively) be considered a defect of the

result of the Contractor's creative activity under this contract: an omission of such a technical solution that is a necessary part of a properly elaborated study, based on objective facts, i.e. especially technical and economic knowledge in the field of construction of buildings of a similar nature.

- XII.3. The Contractor shall provide the Client with a guarantee for the performance of the Architectural Study, defined in this contract, for a period of 5 years from the date of acceptance of the relevant material outcome of the Contractor's activities under this contract. The warranty exclusion shall apply only to deficiencies in the Architectural Study defined in this contract resulting from changes in technical standards or generally binding legal regulations (e.g. stricter parameters) and discrepancies with the actual condition of land or buildings, which changed after the handover and acceptance of the relevant part of the performance.
- XII.4. If the Client finds that the Contractor is acting in violation of its obligations in performing activities under this contract, it is entitled to require the Contractor to immediately eliminate the defects caused by defective performance under this contract and to proceed with the activities under this contract properly and in accordance with this contract. If the Contractor fails to do so even within a reasonable period of time provided to it by the Client, this situation may be considered a material breach of contract by the Contractor.
- XII.5. The Client is entitled to claim to the Contractor in writing, without undue delay after finding them, defects found after a prospective handover and acceptance of partial parts of the Architectural Study defined in this contract, but no later than at the expiry of the guarantee period in accordance with subsection XII.3. of the contract. In its claim, the Client is obliged to describe the defects or state how they manifest themselves.
- XII.6. The Contractor is obliged to eliminate the defects claimed by the Client during the guarantee period within 15 days from the date of delivery of the notification of defects, unless a different period is agreed.
- XII.7. The Customer shall draw up a report on the elimination of the claimed defect, in which it shall confirm the elimination of the claimed defect or state the reasons for the rejection of the claimed defect.
- XII.8. If the Contractor does not eliminate the claimed defect within 15 days from the date of delivery of the notification of defects or in another period agreed by the Parties, the Client is entitled to entrust the removal of the claimed defect to another professionally qualified legal or natural person. All costs incurred in this way shall be paid by the Contractor within 15 days from the day when it received the written request of the Client to reimburse these costs. Reimbursement of costs for the elimination of defects by another professionally qualified person in accordance with subsection does not affect the right of the Client to demand a contractual penalty from the Contractor in accordance with Article XIII.5. of this contract.

- XII.9. The Contractor undertakes to reimburse the Client in full for damage incurred in a causal connection with defects of the results of the Contractor's creative activities or with a breach of the Contractor's obligations in the performance of this contract.
- XII.10. The Contractor shall not be liable for defects if they were caused by the use of unsuitable supporting documents provided by the Client to perform activities under this contract if the Contractor proves that even with professional care it could not have found out about the unsuitability of these documents or that it warned the Client of their unsuitability and the Client persisted they be used.

XIII. Penalties and late payment interest

- XIII.1. If the Client is in arrears with payment of an invoice legitimately issued in relation to it person with the agreed date, the Contractor is entitled to charge the Client interest late payment interest in the amount of 0.05% per annum of the amount in CZK without VAT with which the Client is in arrears, for each and every day of delay, until the due amount is paid.
- XIII.2. late payment interest is payable to the Contractor's account within 30 days of delivery of the Contractor's written request for payment of interest, which contains the interest charged by the Contractor, including the method of its calculation.
- XIII.3. If the Contractor is in delay with the commencement of the provision of individual parts of the performance defined in this contract, the Client has the right to be paid a contractual penalty of CZK 10,000 by the Contractor for each day of delay, and the Contractor undertakes to pay the required contractual penalty.
- XIII.4. If the Contractor is in delay with the termination of the provision of individual parts of the performance under this contract, the Client has the right to be paid by the Contractor a contractual penalty in the amount of 5,000 from the price related to the relevant invoicing milestone specified in subsection VIII.1 in CZK without VAT, for each day of delay, and the Contractor undertakes to pay the required contractual penalty.
- XIII.5. If the Contractor fails to fulfil its obligation under this contract to properly and in time eliminate the defects claimed by the Client, the Client is entitled to demand payment of a contractual penalty of 0.1% per day from the price for providing the defective parts of the Contractor's performance under this contract in CZK without VAT for each day of delay or part thereof or until the Client entrusts the removal of the claimed defects to another professionally qualified legal or natural person, and the Contractor is obliged to pay the required contractual penalty to the Client.
- XIII.6. The Contractor is obliged to compensate the Client for any property and non-property damage incurred as a result of the Client's inability to use the subject-matter of performance of the contract properly and in an undisturbed manner, especially in violation of Article X.2 of this contract. If any statement or assurance of the Contractor

contained in Article X of the contract proves to be false or the Contractor violates another obligation specified in this article of the contract, it shall be considered a material breach of the contract and the Contractor is obliged to pay the Client a contractual penalty of 2% of the price for work (in words: two percent of the price for work in Czech Koruna) in CZK without VAT, for each individual breach of duty. In the event that the Contractor violates the obligation specified in Article X.2 of this contract or in any known way frustrates or makes it difficult for the Client to use the performance under this contract, it shall be obliged to pay the Client a contractual penalty of 100% of the already paid price for work.

- XIII.7. In the event of a breach of the Contractor's obligation to document and maintain the validity and effectiveness of the insurance in accordance with Article XI. of the contract, the Contractor is obliged to pay the Client a contractual penalty in the amount of CZK 10,000 (in words: ten thousand Czech Koruna) for each and every day on which he will not have a concluded insurance contract with the specified parameters.
- XIII.8. In the event of a breach of the Contractor's obligation specified in subsection XV.5 or XV.6 of the contract, the Contractor is obliged to pay the Client a contractual penalty in the amount of CZK 10,000 (in words: ten thousand Czech Koruna) for each and every day of delay in fulfilling the obligation, in relation to each individual person.
- XIII.9. In addition to the contractual penalties specified in this article of the contract, the Client has the right to compensation for damage caused to it in a causal connection with the Contractor's action, inaction or omission, to which the contractual penalty is associated under this contract.
- XIII.10. Contractual penalties shall be payable to the Client's account within 30 days from the delivery of the Client's written request to pay the relevant contractual penalty to the Contractor.

XIV.Termination of the contractual relationship

- XIV.1. This contract may be terminated either by agreement of the Parties, by a withdrawal of a party in the cases specified in this contract or by the Civil Code or by a termination on the Client's part.
- XIV.2. The agreement on the termination of the contractual relationship must be written, otherwise it is invalid. The agreement on the termination of the contractual relationship must be signed by authorised representatives of both Parties.
- XIV.3. The Client has the right to withdraw from the contract in the event of a material breach of contract by the Contractor, if the specific breach of duty by the Contractor is agreed in this contract as a material breach or in the event the breach meets the legal conditions of a material breach of contract within the meaning of Section 2002(1) of the Civil Code.

XIV.4. The Parties agree that the following, in particular, shall be considered a material breach of the Contract by the Contractor:

- a) the Contractor's delay in providing individual parts of the performance under this Contract that is longer than 30 days after the performance period specified in Article V of this Contract;
- b) failure to prove the existence of liability insurance for damage caused by the Contractor in the performance of its activities specified in Article XI. of this contract;
- c) failure to provide a financial guarantee specified in Article XI. of this contract;
- d) non-compliance with certain obligations of the Contractor arising from licensing agreements specified in Article X of the contract;
- e) other cases of material breach of contract by the Contractor expressly specified in this contract as a material breach of the contract.

XIV.5. The Client's delay in paying the price for performance by more than 30 days shall be considered a material breach of the Client's contractual obligation, unless the Client remedies the breach within 10 working days from the delivery of the Contractor's written notice of such delay with a request for its rectification.

XIV.6. Withdrawal from the contract must be in writing and it is effective on the day of delivery to the other party. The withdrawal must also state the reason for which the party withdraws from the contract, including a description of the facts in which this reason is seen.

XIV.7. The Client is entitled to terminate this contract to the extent of the obligations of the parties not yet fulfilled, in relation to each individual partial part of the performance in accordance with Article V of this contract. The Client's termination notice must be written. The Client's termination shall be effective upon delivery to the Contractor. If the Client's termination notice is delivered to the Contractor, the Contractor is not entitled to start performance of the parts of performance not yet started under this contract; if the Contractor nevertheless commences the performance of any non-commenced part of the performance under this contract, the Contractor shall not be entitled to pay the price for this part of the performance under this contract.

XIV.8. In the event of termination of the contractual relationship by agreement, withdrawal or termination of the Client, the obligations of both parties shall be as follows:

- a) The Contractor shall complete the unfinished partial part of the performance, unless the Client determines otherwise;
- b) The Contractor shall make an inventory of all activities and actions it performed to fulfil its obligations under this contract until the termination of the contract, valued in the same way as the prices for individual parts of performance under this contract until its termination (hereinafter the "**Inventory**");

- c) The Contractor shall invite the Client to the handover and acceptance of all performances according to the Inventory on the basis of a report signed by the Parties; a report shall be prepared about this handover and acceptance;
- d) The Client is not obliged to take over the Inventory if it contains incorrect data;
- e) The Contractor shall settle the performance according to the report and issue a final invoice.

XIV.9. Even after the termination of this contract, the licence agreement, insurance agreement and guarantee under this contract, including liability for defects, discounts, contractual penalties and damages for defective performance and the agreement on the performance of Author's supervision of the Client, apply to the performance handed over by the Contractor and taken over by the Client according to the Inventory.

XV. Special provisions

- XV.1. All technical and business information of the other party, which is not publicly available by the will of the affected party, shall be considered confidential within the meaning of Section 504 of the Civil Code and the Parties are obliged to maintain confidentiality of technical and business information they learned about in connection with the performance under this contract. The Parties are also obliged to maintain confidentiality in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and Act No 110/2019, on the processing of personal data, as amended. The duty of confidentiality continues even after the termination of the contract. The Contractor shall be fully liable to the Client for any damage caused to it by a breach of this provision.
- XV.2. The Contractor is not entitled to assign the obligations arising from this contract to a third party without the consent of the Client. The Client is entitled to assign the obligations arising from this contract to a third party without the prior consent of the Contractor.
- XV.3. The Contractor also undertakes all necessary cooperation for the performance of financial control within the meaning of Act No 320/2001, on financial control in public administration and amending certain acts (the Financial Control Act), as amended, and Act No 255/2012, on inspection (the Inspection Code), in connection with the performance of the subject-matter of this contract.
- XV.4. The Contractor is obliged to keep the qualifications it has demonstrated within the Procurement Procedure before the conclusion of this contract for the entire duration of the contract.

- XV.5. For performance under this contract, the Contractor must use the persons it used to demonstrate its qualification in the Design Contest or in the Procurement Procedure. During the term of this contract, the Contractor is entitled to change such a person only with the prior written consent of the Client, unless there are serious objective reasons (e.g. termination of the employment relationship of the relevant person with the Contractor). The new person must always have at least the same qualification / professional experience as the original person used to demonstrate it in the Procurement Procedure. The Client shall issue a written consent to the change within 14 days from the delivery of the request and the necessary documents that are in compliance with this provision. The Client may not refuse consent to the change of person without objective reasons, if the relevant documents are submitted to it by the Contractor.
- XV.6. The Client is entitled to request the participation of persons through whom the Contractor has demonstrated qualification in the Procurement Procedure or who have been listed to evaluate the Contractor's tender in the Procurement Procedure at negotiations or other actions related to the performance of the contract and the Contractor is obliged to comply without undue delay.

XVI.Final provisions

- XVI.1. Legal relations between the Parties, which are not regulated by this contract, are governed by the valid legal order of the Czech Republic, especially by the Civil Code.
- XVI.2. The contract shall enter into effect upon signature by both Parties and it shall become effective upon publication in the Register of Contracts in accordance with Act No 340/2015, on the register of contracts, as amended. The Contractor declares that this contract does not contain its trade secrets, personal data that could not be published, classified information within the meaning of Act No 412/2005, on the protection of classified information, or other information or facts that could not be published, and it expressly agrees to its publication.
- XVI.3. This contract is prepared and signed in electronic form. The Parties undertake to sign this contract with a valid electronic signature, which will enable an authorised conversion of this document to be made. Each party shall receive a version of the contract in *.pdf with valid electronic signatures of both Parties.
- XVI.4. The contract may be amended only by agreement of the parties in the form of written ascending numbered amendments signed by both Parties.
- XVI.5. All possible disputes under the contract shall be settled amicably in the first place. If conciliation is not reached within 30 days, all disputes arising out of or in connection with the contract shall be resolved by the court with substantive and territorial competence in the Czech Republic. It is agreed that the territorial competence of the court is decided according to the Client's seat.

XVI.6. No provision of the contract may be construed to limit the Client's rights specified in the tender documentation of the Public Contract.

XVI.7. By signing the contract, the Parties agreed to exclude the application of Sections 557, 1805, 1917, 1918, 1920(2), 2101, 2103, 2104, 2110, 2112, 2370, 2374, 2376, 2378 to 2380, 2382, 2618, 2620(2) and 2622 of the Civil Code, and at the same time they agreed that commercial practices which are identical or similar in nature or effect to the said provision shall not be applied. At the same time, the Parties exclude the position of one of them as a weaker party.

XVI.8. The Parties do not wish, beyond the express provisions of the contract, for any rights and obligations to be derived from the past or future practices established between the Parties or from practices usual in general or in the industry relating to the subject-matter of the contract, unless expressly agreed otherwise in the contract.

XVI.9. The Contractor agrees to provide the data contained in this contract, or the entire contract, or other data relating to the obligation established by this contract in accordance with Act No 106/1999, on free access to information.

XVI.10. For the avoidance of doubt, the Contractor expressly confirms that it is an entrepreneur, it concludes the contract in the course of its business, and therefore Section 1793 of the Civil Code does not apply to the contract.

XVI.11. The Contractor and the Client are obliged to inform each other that they have gone bankrupt within the meaning of Section 3 of Act No 182/2006, or that their property was declared bankrupt. At the same time, the parties are obliged to inform each other in the event of entering into liquidation, transformation of a legal entity or initiation of insolvency proceedings against their person.

XVI.12. Documents sent by one party to the other party using the holder of a postal licence shall be considered delivered on the 3rd working day after the day of their sending in the form of a registered letter, unless the other party (addressee) receives the item earlier or demonstrably later.

XVI.13. The following form an integral part of the Contract:

- Annex 1 – Contest proposal submitted by the Contractor;
- Annex 2 – Scope of activities for the elaboration of the Architectural Study;
- Annex 3 – Content specification of the text, graphic and computational part of the Architectural Study;
- Annex 4 – List of members of the implementation team;
- Annex 5 – List of subcontractors

XVI.14. Should one or more provisions of this contract be or become ineffective or invalid, this shall not affect the validity of the other provisions of this contract. The Parties undertake to replace invalid or ineffective provisions of this contract in the form of an amendment

to this contract with perfect provisions, but always in accordance with Section 222 of Act No 134/2016, on public procurement, as amended, and to provide necessary cooperation to fulfil this commitment.

XVI.15. The Parties have fully acquainted themselves with the contents of the contract and agree with it as described above and declare that it corresponds to their free, serious and true will, they sign this contract not in distress, error or under otherwise noticeably unfavourable conditions, in witness whereof they attach their signatures bellow.

Clause in accordance with Section 41 of Act No 128/2000, on municipalities (municipal system), as amended

This agreement was approved by the Brno City Council at meeting No R8/xxx held on

In Brno, on

In, on

.....

on behalf of the Client

.....

on behalf of the Contractor

Statutární město Brno (Statutory City of
Brno)

[To be completed at the latest before the contract
is signed]