

# **P13 SAMPLE - DRAFT CONTRACT FOR THE PERFORMANCE OF THE ENSUING CONTRACT**

## **CONTRACT FOR ARCHITECTURAL STUDY, DOCUMENTATION FOR PLANNING PERMIT AND PERFORMANCE OF RELATED ACTIVITIES**

PARTIAL PROJECT AND CONSULTATION WORK ON THE PROJECT  
“PRAGUE EAST TERMINAL”

**concluded by and between**

**Správa železnic, state organization**

as the Client

**and**

**[TO BE COMPLETED BY THE CONTRACTOR]**

as the Contractor

concluded on **[TO BE COMPLETED BEFORE THE CONTRACT CONCLUSION]**

contract number **[TO BE COMPLETED BEFORE THE CONTRACT CONCLUSION]**

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# CONTRACT FOR ARCHITECTURAL STUDY, DOCUMENTATION FOR PLANNING PERMIT AND PERFORMANCE OF RELATED ACTIVITIES

concluded pursuant to the provisions of Section 1746(2) of Act No. 89/2012 Coll., the Civil Code, as amended (the "Civil Code")  
(the "Contract")

## CONTRACTING PARTIES

### (1) Správa železnic, state organization

with its registered office: Dlážděná 1003/7, 110 00 Prague 1 – Nové Město  
mailing address: Dlážděná 1003/7, 110 00 Prague 1 – Nové Město  
Data box identifier: uccchjm  
Company ID No.: 709 94 234  
VAT No.: CZ70994234  
represented by: Ing. Mojmír Nejezchleb, Deputy Director General for Railway Modernization  
incorporated in the Commercial Register maintained by the Municipal Court in Prague, Section A, Insert No. 48384  
(the "Client")

and

### (2) [NAME TO BE COMPLETED BY THE CONTRACTOR]

with its registered office: [TO BE COMPLETED BY THE CONTRACTOR]  
Company ID No.: [TO BE COMPLETED BY THE CONTRACTOR]  
VAT No.: [TO BE COMPLETED BY THE CONTRACTOR]  
represented by: [TO BE COMPLETED BY THE CONTRACTOR]  
bank details: account no. [TO BE COMPLETED BY THE CONTRACTOR],  
maintained at [NAME OF THE BANK  
[TO BE COMPLETED BY THE CONTRACTOR]  
incorporated in the Commercial Register maintained by [TO BE COMPLETED BY THE CONTRACTOR]  
Court in [TO BE COMPLETED BY THE CONTRACTOR], Section [TO BE COMPLETED BY THE CONTRACTOR], Insert [TO BE COMPLETED BY THE CONTRACTOR]  
(the "Contractor")

(the Client and the Contractor hereinafter collectively referred to as the "Parties" and each individually as the "Party")

## PREAMBLE

### WHEREAS

- (A) the Client wishes to ensure the completion of the work consisting in the provision of the performance specified in Article 1.1 of the Contract in relation to the project of the building of the new terminal in the district of Prague East, cadastral area of Nehvizdy, entitled "*Prague East Terminal*" (the "**Project**"), where the Project includes in particular the building of the Prague East Terminal, including roofing and access to platforms, parking house, parking lot, bus station, taxi and bicycle parking, including all related roads, paved and unpaved areas, road bridge over the HSR corridor and road to Horoušany (in the part from the motorway bridge, in the corridor and terminal area, up to the connection to collection roads on D11), public space and landscaping in the vicinity of these buildings and their integration into the landscape, and related technical infrastructure (the "**Construction**");,
- (B) With regard to the above, the Client initiated, in accordance with Section 143 et seq. of Act No. 134/2016 Coll., on Public Procurement, as amended (the "**PPA**"), a competition for design. On **[TO BE COMPLETED BEFORE THE CONTRACT CONCLUSION]** the Notice of Competition for a design was published in the Public Procurement Journal, under registration number **[TO BE COMPLETED BEFORE THE CONTRACT CONCLUSION]**, and in the Official Journal of the European Union, under registration number **[TO BE COMPLETED BEFORE THE CONTRACT CONCLUSION]**. The results of Competition for a design were then published in the Public Procurement Journal on **[TO BE COMPLETED BEFORE THE CONTRACT CONCLUSION]** and in the Official Journal of the European Union on **[TO BE COMPLETED BEFORE THE CONTRACT CONCLUSION]** (the "**Competition for Design**");
- (C) In the negotiation procedure without publication carried out in accordance with Section 65 of PPA, which followed the Competition for Design (the "**NPWP**"), the Client decided that the most advantageous proposal is the Contractor's proposal, the content of this Contract being the result of joint negotiations between the Parties carried out within the NPWP;
- (D) The Client shall carry out a tender procedure for the selection of contractors of individual stages of the project documentation of the high-speed rail, within the section of which the Prague East Terminal shall be located (the "**Rail Project**" and the "**Chief Designer**");
- (E) Preparation of the Project, completion of the competition entry for the Project and preparation of the project documentation for the planning permit is a part of the Rail Project and in terms of its purpose it is closely related to the Rail Project. With regard to this, it is crucial for the fulfillment of the purpose of this Contract that the Contractor ensures full compatibility of the Project preparation, the completed competition entry and the project documentation for the planning permit of the Project, as well as of other outputs, that are to be provided by the Contractor to the Client based on the Contract, with the content of the project documentation prepared by the Chief Designer for the Rail Project, or with other outputs provided to the Client by the Chief Designer on the basis of a contract, which shall be concluded between the Client and the Chief Designer ("**the Project Contract**");
- (F) The Contractor is ready to provide the Client with the performance specified in more detail in Article 1.1 (Subject of the Contract) below;
- (G) The Client is ready to provide the Contractor with cooperation and to pay to the Contractor the agreed Price; THE PARTIES HAVE AGREED AS FOLLOWS:

## 1. GENERAL PROVISIONS

### 1.1 Subject of the Contract

The subject of this Contract is the obligation of the Contractor to prepare and/or to provide the Client with:

- (a) **preparation of the Project** for the purpose of defining the input data for the proper performance of the Contractor's activities pursuant to Article 1.1 (b) – (c) of the Contract, namely in the scope and with the requirements specified in more detail in Article 2 of the Contract and in *Annex No. 2/A* (the "**Project Preparation**");
- (b) **finalization of the competition entry**, namely in the scope and with the requirements specified in more detail in Article 2 of the Contract and in *Annex No. 2/B*. When finalizing the competition entry, the Contractor is bound by the competition entry submitted by the Contractor within the Competition for Design, which is a part of this Contract as its *Annex No. 1*, and by the Client's requirements for adjustment of the Contractor's competition entry set out in *Annex No. 1* (the "**Architectural Study**");
- (c) **project documentation for the issuance of a decision on the location of the building** for the Construction (the "**Planning Permit**") in line with the Architectural Study, with the requirements and in the scope specified in Article 2 of the Contract and its *Annex No. 2/C* (the "**Planning Permit Documentation**");  
(points (a) and (c) above hereinafter collectively referred to as the "**Documentation**")
- (d) **consulting activity:**
  - (i) providing cooperation to the Chief Designer in the preparation of individual stages of the project documentation of the Rail Project in connection with the Documentation prepared by the Contractor;
  - (ii) professional consultations provided to the Client and/or through the Client to the Chief Designer for the purpose of incorporation of the adjustments and comments into the Architectural Study, the Planning Permit Documentation and/or into the documentation prepared by the Chief Designer;
  - (iii) providing cooperation in the performance of author supervision of the designer pursuant to Section 152 (4) of Act No. 183/2006 Coll., on Spatial Planning and Building Regulations (the Construction Act), as amended ("**the Construction Act**") during the realization of the Construction in relation to all parts of the Construction, which shall be, albeit in connection with the subsequent stages of the project documentation prepared by the Chief Designer, carried out on the basis of the Documentation; as these activities are specified in more detail in Article 5.2 of the Contract;
- (e) **cooperation in the selection of the supplier**, as this activity is specified in more detail in Article 6 of the Contract.

The subject of the Contract is also the Client's obligation to provide the Contractor, for duly provided performance, with a fee (price) in the amount and under the conditions specified in more detail in Article 10 of the Contract.

The subject of this Contract is neither the Contractor's obligation to perform the engineering activities in connection with the Construction or the Project, nor, for the avoidance of doubt, the engineering activity specified in the internal guidelines of the Client.

### 1.2 Purpose of the Contract

The purpose of this Contract is to ensure the proper preparation of the Project Preparation, proper preparation of the Documentation and to properly carry out the consulting activities so that the final construction of the Prague East Terminal is, based on the Documentation, follow-up project documentation provided by the Chief Designer in cooperation with the Contractor and on the basis of provision of related services of the Contractor, designed and subsequently

made in accordance with the requirements stipulated by legal regulations, in particular but not exclusively, in accordance with the relevant regulations and documents listed in *Annex No. 6*, with emphasis on the latest knowledge of construction and with regard to the main purpose of the Construction, which is to ensure safe and smooth operation of the new Prague East Terminal and its proper and safe transport connection to the connecting high-speed rail, as well as its interconnection with other connecting means of transport, and so that the Prague East Terminal building can be utilized at optimal operating costs.

### **1.3 Communication**

Whenever the Contract requires execution or issuance of consents, certificates, permits, decisions, announcements and requests by any person, these must be executed in writing and delivered, according to their nature, in person, via e-mail, data box, through a courier service or by registered mail with a delivery receipt.

For the avoidance of doubt, the Parties explicitly agree that communications shall be delivered, sent or presented to the representatives of the Parties, i.e., as the case may be, the Representative of the Client or the Representative of the Contractor referred to in Article 1.5 of the Contract, unless

- (a) the recipient notifies a change of contact details in advance of ten (10) business days, after which the notifications shall be delivered according to the changed contact details, or
- (b) in the case that the recipient does not state otherwise in the request for approval or request for consent, a reply to the request may be sent to the address from which the request was sent.

The Parties commit to keep their contact details towards the other Party up to date and to ensure that they accept the communications sent under this Contract thereon.

All communications made or transmitted under this Contract shall be deemed delivered:

- (a) on the day on which a written confirmation is made by the recipient, in the case of delivery in person or by courier; or
- (b) on the day which is confirmed on the delivery note, in the case of delivery by registered mail; or
- (c) on the day which is indicated on the confirmation of the transmission completeness as the day of transmission, in the case the communication was delivered by electronic means.

All communication between the Parties shall be exclusively in the Czech language.

### **1.4 Authorization of the Contractor and Qualified Personnel of the Contractor**

The Contractor declares to be authorized to perform the subject of the Contract and to hold all the necessary authorizations and permits required by the applicable legal regulations; the Contractor is obliged to ensure that all the authorizations and permits required by the legal regulations shall also be held by all individual persons, who will be used by the Contractor to perform the Contract and who must hold such authorizations and permits in accordance with the relevant legal regulations.

Both the Contractor and its subcontractors must ensure that selected activities in the performance of the Contract are executed by natural persons stated in the text part of the Contractor's competition entry, who are authorized to perform these activities under special regulations, and whose number, expertise and professional qualifications comply with the qualification prerequisites stipulated in the terms and conditions of the Competition for Design. The change of these persons is not considered a change of the Contract. A necessary condition for the change of a person, through whom the Contractor proved the fulfillment of the qualification prerequisites within the text part of the competition entry, is that the Contractor submits, as a part of its notification of change of this person, the originals or officially certified copies of documents proving the qualification of the newly proposed person, namely at least in

the scope required by the terms and conditions of the Competition for Design. The Contractor is obliged to notify the Client of the change at least three (3) business days before the proposed change takes effect. The change shall take effect upon the expiry of the third business day after delivery of the notification to the Client; this does not apply if the conditions for the change of the Contractor's authorized person pursuant to this Article 1.4 are not met.

## 1.5 Representatives of the Parties

For the purposes of the Contract, the Parties appoint the following persons as their representatives:

(a) Representative of the Client in charge of contractual matters:

Name: [TO BE COMPLETED BEFORE SIGNING THE CONTRACT]  
Mailing address: [TO BE COMPLETED BEFORE SIGNING THE CONTRACT]  
Phone: +420 [TO BE COMPLETED BEFORE SIGNING THE CONTRACT]  
Email: [[TO BE COMPLETED BEFORE SIGNING THE CONTRACT] @szdc.cz/ spravazeleznic.cz]

Representative of the Client in charge of technical matters:

Name: [TO BE COMPLETED BEFORE SIGNING THE CONTRACT]  
Mailing address: [TO BE COMPLETED BEFORE SIGNING THE CONTRACT]  
Phone: +420 [TO BE COMPLETED BEFORE SIGNING THE CONTRACT]  
Email: [TO BE COMPLETED BEFORE SIGNING THE CONTRACT] @szdc.cz/ spravazeleznic.cz]

(hereinafter collectively referred to as the "**Representative of the Client**").

b) Representative of the Contractor in charge of contractual matters:

Name: [TO BE COMPLETED BY THE CONTRACTOR]  
Mailing address: [TO BE COMPLETED BY THE CONTRACTOR]  
Phone: [TO BE COMPLETED BY THE CONTRACTOR]  
Email: [TO BE COMPLETED BY THE CONTRACTOR]@[ TO BE COMPLETED BY THE CONTRACTOR]

Representative of the Contractor in charge of technical matters:

Name: [TO BE COMPLETED BY THE CONTRACTOR]  
Mailing address: [TO BE COMPLETED BY THE CONTRACTOR]  
Phone: [TO BE COMPLETED BY THE CONTRACTOR]  
Email: [TO BE COMPLETED BY THE CONTRACTOR]@[ TO BE COMPLETED BY THE CONTRACTOR]

(hereinafter collectively referred to as the "**Representative of the Contractor**").

All obligations and authorizations stipulated in this Contract or arising therefrom for the Parties, except for amendments of the Contract, termination of the Contract and appointment and

dismissal of the Representative of the Client and of the Representative of the Contractor, shall be performed, on behalf of the Client, by the Representative of the Client in charge of contractual matters or by the Representative of the Client in charge of technical matters and, on behalf of the Contractor, by the Representative of the Contractor in charge of contractual matters, provided that the Representative of the Client in charge of contractual matters and the Representative of the Contractor in charge of contractual matters may authorize another person in writing to perform these activities; such authorization as well as its revocation shall be effective against the other Party at the earliest in the moment of its demonstrable delivery to the other Party within the meaning of Article 1.3 of the Contract.

## **2. THE PROJECT PREPARATION, THE ARCHITECTURAL STUDY AND THE PLANNING PERMIT DOCUMENTATION**

### **2.1 Basic requirements for the Project Preparation**

The Contractor is obliged to ensure, before the initiation of performance according to Article 2.2 of the Contract, the Project Preparation, namely in the scope defined in *Annex No. 2/A* of the Contract.

### **2.2 Basic requirements for the Architectural Study**

The Contractor is obliged to prepare the Architectural Study in accordance with the urban-transport-architectural competition entry prepared by the Contractor within the Competition for Design and in accordance with the proposal submitted by the Contractor within the NPWP, while each subsequent version of the Architectural Study shall be based on the previous stage of the Architectural Study version approved by the Client.

The Architectural Study must fully respect both the fact that the building of the Prague East Terminal shall serve for the operation of rail transport, and the given location, i.e. it must fully respect the place of the Construction and its specific conditions, which are defined in *Annex No. 1*, and with which the Contractor is obliged to get acquainted in a sufficient manner before commencing the performance of the subject of the Contract.

The Architectural Study shall be compiled on the basis of and in accordance with the underlying materials received by the Contractor within the Competition for Design and with the regulations and underlying materials listed in *Annex No. 6*.

The Contractor is obliged to compile and submit the Architectural Study and its individual versions (the First Draft of the Architectural Study and the Fair Copy of the Architectural Study) within the deadlines specified in *Annex No. 5*.

The Contractor is obliged to compile the Architectural Study so that it meets, in terms of its content as well as its scope, the requirements specified in *Annex No. 2/B*.

When compiling the Architectural Study, the Contractor is also obliged to emphasize the compliance of the proposed design with binding Czech Technical Standards, and with the relevant provisions of the Technical Standards for Railways and of those internal guidelines of the Client, which are listed in *Annex No. 6* (the "**internal guidelines of the Client**").

### **2.3 Adherence to the Maximum amount of Required Investments**

The Architectural Study and the Planning Permit Documentation must be prepared in such a way that the indicative item estimate of the Construction costs prepared in the scope and structure according to *Annex No. 3* (the "**Cost Estimate**"), which shall be a part of the Architectural Study and the Planning Permit Documentation, complies with the required investment in the Construction in the total maximum amount of **CZK 780,000,000 without VAT**.

The following items are included in the total maximum investment amount:

- (a) new building (new buildings);



- (b) firmly built-in interior of the new building;
- (c) overall landscaping of the solved area in the range of items listed in *Annex No. 3*.

Any technological and other equipment, that is not firmly connected to the Construction, shall neither be part of the investment costs of the Construction, nor of the maximum investment amount pursuant to this article 2.3.

However, for the avoidance of doubt, the Parties state that the Contractor shall be in no way responsible for the fact, that during the preparation of subsequent stages of the project documentation of the Chief Designer or during the Construction, the Cost Estimate will be exceeded due to activities of third parties (the Chief Designer, other designers or the Construction's Contractor, or for any other reasons (price increases, price list changes, changes in legislation, unforeseen costs, extra work or other additional changes, exchange rate differences, force majeure, etc.)). However, the Contractor shall be responsible for ensuring that the Construction's contractor will not exceed the given costs of the Construction due to extra work that arose due to a possible defect in the Architectural Study or in the Planning Permit Documentation.

For the avoidance of doubt, the Parties state that the Contract shall not be deemed breached by the Contractor if the required Construction investments are exceeded by the amount specified under this Article 2.3 exclusively as a result of the Client's instruction; this does not apply in the case that the Contractor did not inform the Client in writing prior to the execution of the instruction that, as a result of the execution of the Client's instruction, the required Construction investments in the amount specified under this Article 2.3 would be exceeded, although the Contractor should and could have known, while meeting the highest professional care, of such consequence of the execution of the instruction.

## **2.4 First Draft of the Architectural Study**

The Contractor shall compile and submit to the Client the first draft of the Architectural Study compiled in accordance with *Annex No. 2/B*, both in paper form, in a total of three (3) original copies marked "CONCEPT", including the Cost Estimate, and in digital form, in a total of three (3) copies in the format specified in *Annex No. 2/B* to the Contract (the "**First Draft of the Architectural Study**").

The digital form of the First Draft of the Architectural Study must fully correspond, in terms of content and structure, to the paper form; violation of this agreement is considered a defect of the First Draft of the Architectural Study pursuant to Article 2.14 of the Contract. In the event of a conflict between the paper and digital form of the First Draft of the Architectural Study, the paper form of the First Draft of the Architectural Study shall prevail.

The Contractor is obliged to submit the First Draft of the Architectural Study to the Client within the deadline specified in *Annex No. 5*.

## **2.5 Incorporation of the Client's comments to the First Draft of the Architectural Study**

The Client shall notify the Contractor in writing, no later than thirty (30) days from the day when the Client received the First Draft of the Architectural Study from the Contractor, of the Client's comments and requirements for making adjustments to the First Draft of the Architectural Study. The comments and requirements for making adjustments to the First Draft of the Architectural Study may also originate in the comments of the Chief Designer, which the Client has accepted as its own.

In the event that the Contractor does not agree with the Client's comment pursuant to this Article of the Contract, the Contractor shall notify the Client of this fact in writing; the notification must always contain a description of the comment and the reasons for the Contractor's disagreement. The notification of disagreement with the comment must be made by the Contractor no later than fifteen (15) days from the day on which the Contractor received the comments; after the expiration of this period in vain, the Contractor shall be considered to agree with the comments. Within fifteen (15) days from the date of notification of the Contractor's

disagreement with the Client's comment, the Client shall notify the Contractor in writing that the Client convenes a meeting of the Parties to settle the comment in question, stating the time and place of the meeting, or directly give a written instruction to the Contractor regarding the way of settlement of the comment (the decision on the Client's procedure is at its sole discretion). If the meeting of the Parties is convened, the Client is entitled to suggest that the Chief Designer is present as well. If, during the meeting of the Parties, the Client and the Contractor do not agree on the way of settlement of the comments according to this Article of the Contract, the final decision on the way of settlement of the comments shall be up to the Client, which shall give a respective written instruction to the Contractor within fifteen (15) days of the end of the meeting of the Parties. The Contractor is obliged to adjust the First Draft of the Architectural Study in the scope and in the manner agreed between the Parties by procedure pursuant to this Article of the Contract, or according to the final written instruction of the Client pursuant to the previous sentence, no later than within the deadline set for the compilation of the Fair Copy of the Architectural Study according to **Annex No. 5**. The period for preparation of the Fair Copy of the Architectural Study (see Article 2.6 of the Contract) set out in **Annex No. 5** shall be extended for the period between the moment of sending the Contractor's justified disagreement with the Client's comment and the moment of giving a written instruction to the Contractor on the way of settlement of such comment by the Client (i.e. either a direct instruction, or an instruction following the Parties' meeting).

## **2.6 Fair Copy of the Architectural Study**

The Contractor shall prepare and submit to the Client the Fair Copy of the Architectural Study, in which all comments of the Client according to Article 2.5 of the Contract shall be incorporated, unless it has been decided otherwise in accordance with the procedure under Article 2.5 of the Contract (the "**Fair Copy of the Architectural Study**"), namely in paper form, in a total of six (6) original copies; the Cost Estimate shall be included in three (3) copies.

In digital form, the Contractor shall submit to the Client the Fair Copy of the Architectural Study in the format specified in **Annex No. 2/B** to the Contract.

The digital form of the Fair Copy of the Architectural Study must fully correspond, in terms of content and structure, to the paper form; violation of this agreement is considered a defect of the Fair Copy of the Architectural Study pursuant to Article 2.14 of the Contract. In the event of a conflict between the paper and digital form of the Fair Copy of the Architectural Study, the paper form of the Fair Copy of the Architectural Study shall prevail.

The Contractor is obliged to submit the Fair Copy of the Architectural Study to the Client within the deadline specified in **Annex No. 5**, which may be extended in the manner described in Article 2.5 of the Contract.

## **2.7 Approval of the Architectural Study by the Client**

The First Draft of the Architectural Study as well as the Fair Copy of the Architectural Study must be approved in the form of a written protocol on the handover and acceptance of the work, which shall be signed by the persons referred to in Article 1.5 of the Contract. Minor defects, that do not prevent the proper use of the Architectural Study, cannot be a reason for refusing to take over the Architectural Study; however, no discrepancy between the Architectural Study and legal regulations, the internal guidelines of the Client pursuant to **Annex No. 6** or the requirements specified in the Contract can ever be considered a minor defect.

The Client commits not to unjustifiably refuse to sign any handover protocol under this Contract. In the event that the Client unjustifiably refuses to sign the protocol, the First Draft of the Architectural Study or the Fair Copy of the Architectural Study (as applicable) shall be deemed to have been submitted in the moment when this fact occurs; this is without prejudice to the rights of the Client from liability for defects of the version of the Architectural Study submitted this way.

## **2.8 First Draft of the Planning Permit Documentation**

In accordance with the agreed Fair Copy of the Architectural Study, the Contractor shall compile and submit to the Client the first draft of the Planning Permit Documentation compiled in accordance with *Annex No. 2/C*, including the construction program and the Cost Estimate (the "**First Draft of the Planning Permit Documentation**"). The First Draft of the Planning Permit Documentation shall be submitted both in paper form, in a total of three (3) original copies marked "CONCEPT", and in digital form, in a total of three (3) copies, in the format specified in *Annex No. 2/C* to the Contract.

The digital form of the First Draft of the Planning Permit Documentation must fully correspond, in terms of content and structure, to the paper form; violation of this agreement is considered a defect of the First Draft of the Planning Permit Documentation pursuant to Article 2.14 of the Contract. In the event of a conflict between the paper and digital form of the First Draft of the Planning Permit Documentation, the paper form of the First Draft of the Planning Permit Documentation shall prevail.

The Contractor is obliged to submit the First Draft of the Planning Permit Documentation to the Client within the deadline specified in *Annex No. 5*.

## **2.9 Incorporation of the Client's comments to the First Draft of the Planning Permit Documentation**

The Client shall review the functionality and reality of the First Draft of the Planning Permit Documentation and shall further review the First Draft of the Planning Permit Documentation from the perspective of coordination with other elements of the overall solution of the Construction.

The Client is entitled to notify the Contractor in writing, no later than thirty (30) days from the day when the Client received the First Draft of the Planning Permit Documentation from the Contractor, of its comments and requirements for making adjustments to the First Draft of the Planning Permit Documentation. The comments and requirements of the Client for making adjustments to the First Draft of the Planning Permit Documentation may also originate in the comments of the Chief Designer, which the Client accepted as its own.

In the event that the Contractor does not agree with the Client's comment pursuant to this Article of the Contract, the Contractor shall notify the Client of this fact in writing; the notification must always contain a description of the comment and the reasons for the Contractor's disagreement. The notification of disagreement with the comment must be made by the Contractor no later than fifteen (15) days from the day on which the Contractor received the comments; after the expiration of this period in vain, the Contractor shall be considered to agree with the comments. Within fifteen (15) days from the date of notification of the Contractor's disagreement with the Client's comment, the Client shall notify the Contractor in writing that the Client convenes a meeting of the Parties to settle the comment in question, stating the time and place of the meeting, or directly give a written instruction to the Contractor regarding the way of settlement of the comment (the decision on the Client's procedure is at its sole discretion). If the meeting of the Parties is convened, the Client is entitled to suggest that the Chief Designer is present as well. If, during the meeting of the Parties, the Client and the Contractor do not agree on the way of settlement of the comments according to this Article of the Contract, the final decision on the way of settlement of the comments shall be up to the Client, which shall give a respective written instruction to the Contractor within fifteen (15) days of the end of the meeting of the Parties. The Contractor is obliged to adjust the First Draft of the Planning Permit Documentation in the scope and in the way agreed between the Parties by procedure pursuant to this Article of the Contract, or according to the final written instruction of the Client pursuant to the previous sentence, no later than within the deadline set for the compilation of the Fair Copy of the Planning Permit Documentation according to *Annex No. 5*. The period for preparation of the Fair Copy of the Planning Permit Documentation (see Article 2.10 of the Contract) set out in *Annex No. 5* shall be extended for the period between the moment of sending the Contractor's justified disagreement with the Client's comment and the moment of giving a written instruction

to the Contractor on the way of settlement of such comment by the Client (i.e. either a direct instruction, or an instruction following the Parties' meeting).

#### **2.10 Fair Copy of the Planning Permit Documentation**

The Contractor shall prepare and submit to the Client the Fair Copy of the Planning Permit Documentation, in which all comments of the Client pursuant to Article 2.9 shall be incorporated, unless it has been decided otherwise in accordance with the procedure under Article 2.9 (the "**Fair Copy of the Planning Permit Documentation**"), namely in paper form, in a total of six (6) original copies; the Cost Estimate shall be included in three (3) copies.

In digital form, the Contractor shall submit to the Client the Fair Copy of the Planning Permit Documentation in the format specified in *Annex No. 2/B* to the Contract.

The digital form of the Fair Copy of the Planning Permit Documentation must fully correspond, in terms of content and structure, to the paper form; violation of this agreement is considered a defect of the Fair Copy of the Planning Permit Documentation pursuant to Article 2.14 of the Contract. In the event of a conflict between the paper and digital form of the Fair Copy of the Planning Permit Documentation, the paper form of the Fair Copy of the Planning Permit Documentation shall prevail.

The Contractor is obliged to submit the Fair Copy of the Planning Permit Documentation to the Client within the deadline specified in *Annex No. 5*, which may be extended in the manner described in Article 2.9 of the Contract.

#### **2.11 Approval of the Planning Permit Documentation by the Client**

Both the First Draft and the Fair Copy of the Planning Permit Documentation must be approved in the form of a written protocol on the handover and acceptance of the work, which shall be signed by the persons referred to in Article 1.5 of the Contract. Minor defects, that do not prevent the proper use of the Planning Permit Documentation, cannot be a reason for refusing to take over the Planning Permit Documentation; however, no discrepancy between the Planning Permit Documentation and the Architectural Study, legal regulations, the documents and internal guidelines of the Client pursuant to *Annex No. 6*, as well as no such defect, as a result of which the Planning Permit Documentation cannot be used, without adjustments, for the purpose of administrative proceedings or for another main purpose for which it is intended, as well as no such defect, as a result of which the Planning Permit Documentation cannot be used, without substantial or extensive adjustments, for the purpose of preparation of the project documentation of the Chief Designer at least in such a scope and with such requirements so that the project documentations of the Chief Designer, after the incorporation of the Planning Permit Documentation, could be used in the administrative proceedings or for another main purpose for which they are intended, as well as no such defect, as a result of which there would be an increase in the maximum investment amount under Article 2.3 of the Contract, can ever be considered a minor defect. For the avoidance of doubt, the Parties state that, except for cases when the Planning Permit Documentation cannot be incorporated into the project documentation of the Chief Designer due to its conflict with legal regulations or with the documents and internal guidelines of the Client pursuant to *Annex No. 6*, or with the requirements specified in the Contract, no provision of the Contract establishes the Contractor's liability for the scope and way of incorporation of the Planning Permit Documentation into the project documentation of the Chief Designer performed by the Client, the Chief Designer or a third party, or for the subsequent use of the project documentation of the Chief Designer by the Client, the Chief Designer or a third party.

The Client commits not to unjustifiably refuse to sign any handover protocol under this Contract. In the event that the Client unjustifiably refuses to sign the protocol, the First Draft of the Planning Permit Documentation or the Fair Copy of the Planning Permit Documentation (as applicable) shall be deemed to have been submitted in the moment when this fact occurs; this is without prejudice to the rights of the Client from liability for defects of the version of the Planning Permit Documentation submitted this way.

## **2.12 Binding Nature of Deadlines for the Provision of Performance**

The deadlines for the preparation and submission of individual parts of the performance under the Contract set out in *Annex No. 5* may be extended without imposing a sanction, with the prior written consent of the Client, in exceptional cases which must not originate in the Contractor's delay. The decision about a reasonable extension of individual deadlines is at the sole discretion of the Client and the Contractor has no right to extend the deadlines, except for cases where this Contract provides otherwise. Any extension of the deadlines does not need to take the form of an amendment to this Contract, for example, a written statement of the Client or a record from the inspection day signed by an authorized person on the Client's side is sufficient, while the Chief Designer or its representative, employee or subcontractor cannot be deemed such person.

## **2.13 Inspection Days**

The Contractor shall convene the inspection days for the management of the Project at least once every fourteen (14) days for the entire period until the submission of the Fair Copy of the Planning Permit Documentation in the Client's registered office, unless the Parties agree otherwise in writing. At the inspection days, the Representative of the Contractor and the Representative of the Client (with possible cooperation of the Chief Designer) shall check and review the progress of the work and the Client shall approve the parts of the Documentation compiled so far. During the inspection days, suggestions for the choice of materials and technologies to be used within the Project shall also be approved. If in any part of the Documentation the suggested materials or technologies are not approved in writing by the Client and are performed in violation of the Contract, then the Contractor is obliged to rework the Documentation, the suggestions for materials or technologies free of charge according to the Client's instructions. The approval of a part of the relevant Documentation by the Client does not release the Contractor from full liability for the quality of the work, except for cases where the Client insisted, despite a written notice from the Contractor, on instructions which had a negative effect on the final quality of the work. In the event that the Client will, by procedure according to this paragraph, require the use of materials and technologies that increase the maximum amount of required investments under Article 2.3 of the Contract, this fact shall be borne by the Client, and the Contractor has not violated the provisions of Article 2.3 of the Contract.

At least one of the inspection days during the work on the elaboration of the First Draft of the Architectural Study and of the First Draft of the Planning Permit Documentation shall take the form of a presentation, while the date shall be chosen after a prior agreement with the Client.

The Contractor acknowledges and agrees that the Chief Designer may also participate in the inspection days, who will provide the Client with all necessary cooperation. During the inspection days, the Chief Designer may communicate to the Client its comments on the compiled parts of the Documentation, while it shall be at the Client's discretion whether to take the Chief Designer's comments into account and to apply them towards the Contractor as its own. For the avoidance of doubt, the Parties state that without the approval of the Chief Designer's comments by the Client and without their acceptance as the Client's own comments, the Contractor shall not be bound by the Chief Designer's comments.

The Contractor acknowledges and agrees that the Client is entitled to authorize the Chief Designer to perform the activities to be performed in accordance with this Article of the Contract by the Client. In such case the Chief Designer shall act as the Representative of the Client. In such case, the Contractor shall be directly bound by the comments of the Chief Designer and the provision of the second and third sentences of the previous paragraph shall not apply.

The acquisition and distribution of records from the inspection day shall be ensured by the Contractor.

After submitting the Fair Copy of the Architectural Study and the Fair Copy of the Planning Permit Documentation, the Contractor is further obliged, if requested by the Client, to participate in the inspection days and discussions, which shall take place on the basis of the Project Contract and on which the Project documentation shall be addressed; this activity is a consulting activity within the meaning of Article 1.1 (d) of the Contract.

## **2.14 Documentation Defects**

The Contractor is obliged to compile the Documentation in accordance with the Contract, legal regulations, with emphasis, especially, but not exclusively, on relevant regulations and underlying materials according to *Annex No. 6*, with relevant technical standards, the Client's instructions and professional care observed in the field of project activities for constructions of similar character and scope as the construction of the Prague East Terminal.

The Contractor shall be responsible for the correctness and completeness of the Documentation (including the Cost Estimate) and for the feasibility of the Construction according to the Documentation, while the legal and factual status at the time of submitting the Documentation is decisive for the correctness and completeness of the Documentation.

The Contractor shall be responsible for the activities of its entire team of workers, including invited responsible designers with the appropriate specialization, as if the Contractor was performing the work itself.

For the case of defects in the Documentation, the Parties have agreed that the Client has the right to claim the removal of any defects and the Contractor has the obligation to remove such defects free of charge. The Contractor commits to remove any defects in the Documentation without undue delay, but no later than twenty (20) business days after the complaint has been made by the Client in writing.

In the event of an irreparable defect of the Documentation, the Contractor is obliged to compile the Documentation, or its relevant part, again, at its own expense, or is obliged to provide the Client with a reasonable discount on the Documentation price (depending on the circumstances, either on the price for compilation of the Architectural Study, or on the price for compilation of the Planning Permit Documentation) according to *Annex No. 4*; the decision on the choice of claim is at the sole discretion of the Client.

The provision of this Article 2.14 of the Contract affects neither the Client's claims for liability for defects arising from the law, nor the right to compensation for damage.

## **3. OWNERSHIP RIGHT, RIGHT TO USE THE DOCUMENTATION AND OTHER OUTPUTS OF THE CONTRACTOR (LICENSES)**

### **3.1 Ownership right to performance of the Contractor**

The Client shall acquire the ownership right:

- (a) subject to the provision below in this Article 3.1 of the Contract, to the First Draft of the Architectural Study, to the Fair Copy of the Architectural Study, to the First Draft of the Planning Permit Documentation or to the Fair Copy of the Planning Permit Documentation at the time of payment of the relevant part of the Price according to *Annex No. 4*;
- (b) to other outputs, regardless of the form of their implementation, made within the consulting activities under Article 5 of the Contract, within the cooperation in the selection of suppliers under Article 6 of the Contract, and within any other performance created by the Contractor under the Contract, at the time of submitting such output to the Client.

In the event that there is a dispute between the Client and the Contractor regarding the occurrence, severity or extent of a defect in the Architectural Study or in the Planning Permit

Documentation, which the Client duly complained about and which the Contractor refuses to remove, the Client shall acquire ownership right to the First Draft of the Architectural Study, to the Fair Copy of the Architectural Study, to the First Draft of the Planning Permit Documentation or to the Fair Copy of the Planning Permit Documentation (depending on circumstances) at the moment, when the Client pays to the Contractor a reasonable part of the Price for this partial performance corresponding to the value of that part of the Architectural Study or Planning Permit Documentation which is flawless and non-disputed by the Parties (depending on circumstances) . This does not affect the Client's obligation to subsequently pay to the Contractor the full part of the Price for this partial performance if it is proven that the conditions set out in the Contract, and in particular in *Annex No. 4*, have been met.

### 3.2 Right to Use the Contractor's Outputs (Licenses)

The Contractor shall provide the Client, from the moment of acquisition of ownership right under the Contract to each version of the Documentation (the First Draft of the Architectural Study, the First Draft of the Planning Permit Documentation, the Fair Copy of the Architectural Study and the Fair Copy of the Planning Permit Documentation) and to any unfinished part thereof, and to any documents, sketches, designs, changes to the Documentation, data created or provided by the Contractor on the basis of the Contract, including all outputs, regardless of the form of their implementation, produced within the consulting activity pursuant to Article 5 of the Contract, within the cooperation in the selection of suppliers pursuant to Article 6 of the Contract and within any other performance created by the Contractor or third parties (especially the Contractor's subcontractors) in favor of the Contractor under the Contract ("**the Author's Work**"), with the exclusive right to use (license) pursuant to Section 12 (4) of Act No. 121/2000 Coll. on Copyright, on Rights Related to Copyright and on the Amendment of Certain Laws (the Copyright Act), as amended (the "**Copyright Act**"), namely to an unlimited territorial extent and in all ways corresponding to the purpose for which the Author's Work is intended, and for the entire period of duration of the author's property rights, and to the necessary quantitative extent corresponding to the purpose for which such Author's Work is intended, but in particular for the purpose of implementation, operation, use, maintenance, changes, adjustments, repairs and demolition of the Construction or its individual parts. By concluding the Contract, the Contractor confirms that it owns property copyrights and other intellectual property rights in relation to the Author's Work, as the Contractor either created the Author's Work, or is entitled to use it for the purposes of the Contract on the basis of agreements with persons to whom such rights to the Author's Work belong. At the same time, the Contractor grants its consent to the Client to assign or provide (sublicense) any or all of the rights forming part of this license in whole or in part to any third party. The authorization (license) includes also the right of the Client, or of the person to whom the license has been assigned or who has been granted a sublicense, to adjust and change the Author's Work or its parts in any way. The license fee is already included in the total Price specified in the Article 10.1 of the Contract.

By concluding this Contract, the Contractor explicitly agrees that, after taking over the Documentation (or its part), the Client is entitled to freely dispose of such Documentation in accordance with Section 11 (3) of the Copyright Act. The Contractor grants to the Client permission to make any change or other intervention (to make changes and adjustments) to the Documentation. The Contractor shall not be responsible for changes and adjustments to the Documentation made by the Client or a third party authorized by the Client instead of the Contractor, including the impact of these changes on the non-adjusted parts of the Documentation and including the impact of these changes on the feasibility of the Construction. The Parties have agreed that the Client shall always inform the Contractor about these changes or adjustments of the Documentation in writing, and if the Contractor notifies so the Client in writing within fourteen (14) days, the Client shall not be entitled to mention the Contractor as the author of such amended Documentation or a part thereof.

In all cases where, for objective reasons, the Contractor cannot grant to the Client the license to the Author's Work, the Contractor shall ensure that the third party, which has the rights to use the Author's Work, will grant the authorization (license) to the use of the Author's Work to the

Client free of charge and under conditions and within the scope of this Article 3, no later than on the day of handover of the Author's Work in question. If the Client is not presented, on the day of handover of the Author's Work in question, the authorization in writing by the third party pursuant to the preceding sentence, it shall be construed that the corresponding authorizations have been granted to the Client by the Contractor as an author of the Author's Work.

The Client is not obliged to use the license and the Contractor is not entitled to withdraw from the Contract (or its part) due to non-use of the license according to Section 2378 et seq. of the Civil Code.

The Parties rule out the application of the provisions of Section 2382 of the Civil Code on withdrawal from the Contract due to a change in the author's belief.

#### **4. LEGAL DEFECTS IN THE PERFORMANCE OF THE CONTRACTOR**

The Contractor declares that neither the Documentation, nor any other performance provided by the Contractor under the Contract has any legal defects and that no third party is entitled to exercise its ownership or another right thereto, except when such authorization arises from legislation and when these claims arising from legislation could not be influenced by the Contractor.

The Contractor is obliged to provide all necessary cooperation at its own expense to ensure all necessary underlying materials and to perform all actions that can be justly required of the Contractor if a third party exercises its ownership or other rights against the Client in connection with the Contractor's performance under this Contract and if such cooperation of the Contractor is necessary for the Client to be able to use and utilize the performance in an undisturbed way. This is without prejudice to the Client's claims from the Contractor's liability for defects of the work as well as to the Client's claim for the compensation for damage. The Client commits to notify the Contractor in writing without delay that a third party has exercised such rights against the Client.

In the event that it becomes apparent that the Contractor's statement referred to in this Article 4 is untrue, the Client is entitled to withdraw, after a previous written request for remedy, from this Contract or to withdraw from the Contract in respect of any (i.e. also already taken over) partial performance, or to demand that the Contractor, at its own expense, obtains such rights for the Client or otherwise provides the Client with appropriate protection; in such case the Client may withdraw from this Contract or withdraw from the Contract in respect of any (i.e. also already taken over) partial performance if the Client does not obtain such rights within the period specified by the Client, not shorter than twenty (20) days. This is without prejudice to the Client's claims for compensation for damages.

#### **5. CONSULTING ACTIVITY**

##### **5.1 Purpose, Subject and Scope of the Consulting Activity**

The Contractor is obliged to provide the Client, and through the Client also the Chief Designer, with professional consultations in order to ensure the feasibility of the Project and also in order to update the Documentation (if necessary) in connection with the results of public consultation of the Project (or parts thereof), if necessary even after the submission of the Fair Copy of the Architectural Study and of the Fair Copy of the Planning Permit Documentation.

The consultation activity may take the form (depending on the circumstances) in particular of:

- (a) provision of professional and qualified information, opinion, calculation or another separate output of the Contractor;
- (b) marking of suggestions for adjustments in the text and/or the drawing part of the documentation compiled by the Chief Designer on the basis of the Project Contract; and/or



- (c) marking of suggestions for adjustments in the text and/or the drawing part of the Architectural Study or of the Planning Permit Documentation.

An instruction to provide a consultation may be given to the Contractor only by the Client, even in the case of the consulting activity pursuant to letter (b) above. On the basis of the instruction to carry out the consulting activity pursuant to Article 5.1 of the Contract, the Contractor is obliged to confirm to the Client in writing within three (3) business days (i) the acceptance of this instruction, (ii) the fact that Contractor has all the information and underlying materials necessary to properly provide the consultation obligation according to the instruction given by the Client. The Contractor is obliged to provide the Client with the result of the consulting activity, to the extent and in the content defined in the Client's instruction, within seven (7) business days from the date of confirmation of acceptance of the instruction according to the previous sentence, unless the Parties agree otherwise in an individual case. In the event that the Contractor does not have, at the time of confirmation of the instruction to the Client, all information and underlying materials necessary for proper provision of the consulting activity, while this information and underlying materials are by nature available only to the Client and are not otherwise available in any way, and informs the Client about this fact within the period set out for confirmation of the instruction, the deadline for provision of the result of the Contractor's consulting activity shall be extended for the time for which the Client does not provide the Contractor with these information and documents.

The Contractor is obliged to provide the consulting activity for the entire duration of the Contract, during the compilation of the Documentation as well as after submission thereof.

The Contractor is entitled, within the scope of providing consulting activities pursuant to Article 5 of the Contract, to perform copyright supervision pursuant to the Copyright Act; this is without prejudice to Article 3 of this Contract.

For defects of the consulting activity, the provision of Article 2.14 of the Contract shall apply accordingly.

## **5.2 Cooperation in the Performance of the Author Supervision**

As part of the performance of the consulting activity, the Contractor is also obliged to provide cooperation in the performance of the author supervision of the designer, which shall be performed, pursuant to Section 152 (4) of the construction act, during the Construction by a person appointed by the Client, namely in connection with the performance of this author supervision and in relation to all parts of the Construction which shall be, albeit in connection with the subsequent stages of the project documentation prepared by the Chief Designer, realized on the basis of the Documentation. For the avoidance of doubt, the Parties state that the Contractor, based on the Contract, does not assume responsibility for the performance or for the result of the author supervision, and that it is only responsible for partial inputs it provides, on the basis and to the extent of the Contract, within the cooperation in the performance of the author supervision to the Client or to a third party designated by the Client.

In accordance with the Client's instructions, the Contractor shall provide the Client with cooperation consisting in partial consultations in the performance of the following activities falling within the performance of the author supervision:

- (i) review of the compliance of the workshop and assembly documentation for the Construction, to the extent of its compliance with the Documentation, and notifying the Client of any defects identified in the workshop and assembly documentation;
- (ii) review of the Construction in accordance with the Documentation, including notification of the Client of the defects identified during the Construction;
- (iii) approval of changes and deviations from the Documentation and, to the extent in which these changes and deviations affect the parts of the Project documentation based on the Documentation, also their possible incorporation into the Project documentation;
- (iv) provision of reasonable cooperation to the Client in the elaboration of the documentation

of the actual execution by the Contractor of the Construction, including notifications of non-compliance of the agreed changes during the execution of the Construction incorporated in the documentation of its actual execution;

- (v) provision of all necessary cooperation to the Client for the purpose of issuing an occupancy permit or an occupancy permit decision (however, legal and technical acts leading to the issuance of the occupancy permit are not subject to performance under this Contract);
- (vi) participation in inspection days together with the Contractor of the Construction at least once a week, unless the Parties agree otherwise in writing;

(activities according to points (i) to (vi) hereinafter collectively referred to as the "**Auxiliary Author Supervision**").

The performance of the Auxiliary Author Supervision shall begin on the day of the commencement of the construction work by the Contractor of the Construction.

On the basis of the instruction to carry out the Auxiliary Author Supervision pursuant to Article 5.2 of the Contract, the Contractor is obliged to confirm to the Client in writing within three (3) business days (i) the acceptance of this instruction, (ii) the fact that the Contractor has all the information and underlying materials necessary to properly provide the consultation obligation according to the instruction given by the Client. The Contractor is obliged to provide the Client with the result of the Auxiliary Author Supervision, if this is related to the activities pursuant to points (i) – (v) above, to the extent and in the content defined in the Client's instruction, within seven (7) business days from the date of confirmation of acceptance of the instruction according to the previous sentence, unless the Parties agree otherwise in an individual case. In the event that the Contractor does not have, at the time of confirmation of the instruction to the Client, all information and underlying materials necessary for proper provision of the Auxiliary Author Supervision, and informs the Client about this fact within the period set out for confirmation of the instruction, the deadline for the provision of the result of the Contractor's Auxiliary Author Supervision shall be extended for the time for which the Client does not provide the Contractor with these information and documents.

Performance of the Auxiliary Author Supervision shall be duly completed by issuing the occupancy permit or the occupancy permit decision for the Construction, or by removing any defects and unfinished work specified in the issued occupancy permit (occupancy permit decision) for the Construction, whichever occurs later; without prejudice to the Contractor's obligation under the part of the sentence before the semicolon, the Parties state that the estimated time when the Contractor shall be obliged to provide the Auxiliary Author Supervision is 45 months from the date of commencement of the Auxiliary Author Supervision. The period under the previous sentence runs neither for the time of interruption of work due to violation of the Contract by the Contractor pursuant to Article 8.3 of the Contract, nor during the interruption of the construction activity of the Contractor's Contractor.

### **5.3 Price and Invoicing of the Consulting Activity**

Performance according to this Article 5 shall be provided by the Contractor within the Price according to Article 10 to the maximum extent specified in *Annex No. 4*, i.e. 400 hours. Beyond the maximum extent of performance according to the previous sentence, further performance is considered extra work, which shall be paid in excess of the Price pursuant to Article 10, namely for each hour expediently spent performing actions of the consulting activity, applying the hourly rate specified in *Annex No. 4*.

The invoice for the performance of the consulting activity shall be issued by the Contractor to the Client always after reaching the payment milestone according to *Annex No. 4* to the Contract.

## **5.4 Consultations with Public Authorities**

If the Client instructs the Contractor to do so, the Contractor is obliged to provide its written opinion on individual parts of the Documentation for the purpose of consultations with public authorities (including local government bodies) and other bodies that will be affected in the territorial proceedings (or in other component proceedings).

## **6. COOPERATION IN SUPPLIER SELECTION**

### **6.1 Actions in the Supplier Selection**

The Contractor commits to cooperate with the Client in the selection of the Construction's Contractor, where the selection of the Construction's Contractor includes also the repetition of this tender procedure as a result of its cancellation or of termination of the contract concluded with the supplier selected this way. To the extent that the activities listed below relate to the Project, the Contractor shall be obliged to provide the Client, on the basis of the Client's prior instruction, with the following cooperation:

- (i) in the phase of implementation of possible preliminary market consultation – expert advisory in formulating professional questions of the Client (contracting authority) related to the Architectural Study and/or the Planning Permit Documentation (depending on circumstances), which shall be addressed to potential suppliers, and also professional advisory in the subsequent evaluation of answers obtained within the preliminary market consultation;
- (ii) in the phase of elaboration of the tender conditions of the public contract for the implementation of the Construction – professional advisory especially in relation to the setup of qualification prerequisites, evaluation criteria and contractual conditions;
- (iii) in the phase of the period for submission of proposals – elaboration of the material content of the explanation of the tender documentation in relation to the Architectural Study and/or the Planning Permit Documentation (depending on circumstances), provided both at the request of suppliers and, if necessary, without prior request of suppliers (when respecting the deadline until which the contracting authority (the Client) is obliged to provide the explanation);
- (iv) in the phase of the process of proposals' assessment and evaluation – professional advisory in the assessment and evaluation of proposals, participation in the meetings of the evaluation committee to the extent according to its current needs;
- (v) professional advisory in the case of submitted objections (elaboration of the material content of the decision of the contracting authority (the Client) on objections if the objections concern the Architectural Study and/or the Planning Permit Documentation (depending on circumstances);
- (vi) professional advisory in possible administrative proceedings by the Office for the Protection of Competition (elaboration of the material content of the necessary statements of the contracting authority (the Client) if the statement is to relate to the Architectural Study and/or the Planning Permit Documentation (depending on circumstances)).

For defects in cooperation in the selection of suppliers, the provisions of Article 2.14 shall apply accordingly.

### **6.2 Price and Invoicing for the Cooperation in the Selection of Suppliers**

Performance according to this Article 6 shall be provided by the Contractor within the Price according to Article 10 to the maximum extent specified in *Annex No. 4*, i.e. 15 hours. Beyond the maximum extent of performance according to the previous sentence, further performance is considered extra work, which shall be paid in excess of the Price pursuant to Article 10, namely for each hour expediently spent performing actions in the selection of the Construction's Contractor, applying the hourly rate specified in *Annex No. 4*.

The invoice for the cooperation in the selection of suppliers shall be issued by the Contractor to the Client always after reaching the payment milestone according to *Annex No. 4* to the Contract.

## **7. GENERAL OBLIGATIONS OF THE CLIENT**

### **7.1 Provision of the Initial Underlying Materials**

The Client shall, at its own expense on the basis of a written protocol signed by both Parties, hand over, as of the Contract's effective date, to the Contractor or ensure for the Contractor access to (as for the internal guidelines of the Client listed in *Annex No. 6* to the Contract) relevant documents and underlying materials concerning the construction of the Prague East Terminal and land on which the Prague East Terminal is to be constructed and which the Client has at its disposal at the time when the Contract takes effect, namely to the extent specified in *Annex No. 6*. In the event of the Client's delay in handing over these underlying materials, the deadlines of performance of the Contractor in accordance with *Annex No. 5* shall be extended by the time of such delay.

In the case of relevant documents obtained at any time later after this handover, the Client is obliged to hand over these documents to the Contractor, within ten (10) days of obtaining such documents by the Client; this does not apply if the Client has reasonable doubts about the correctness or completeness of such documents.

If the relevant documents handed over additionally have a significant effect on the Contractor's work performed so far, or if additional handover of such documents causes any delay in the Contractor's work, the Client shall reasonably extend the deadlines agreed in this Contract for the Contractor to provide its performance.

If the Contractor incurs additional costs as a result of the incorporation of the relevant documents handed over additionally, which were not included in the Price pursuant to Article 10.1 of the Contract, the Contractor is entitled to suggest in writing to the Client, without undue delay but no later than fifteen (15) days from the submission of these additional documents, an increase in the Price pursuant to Article 10.1 of the Contract by an amount corresponding to the amount of the additional costs incurred by the Contractor as a result of the incorporation of the relevant documents handed over additionally. The Client is obliged to comment on the Contractor's suggestion no later than fifteen (15) days after the date on which the suggestion was delivered to the Client. If the Client does not agree with the Contractor's suggestion, the Parties shall negotiate honestly and in good faith about the consequences of incorporation of the relevant documents handed over additionally. Potential increase in the Price under this Article 7.1 must be agreed in form of a written supplement in paper form to this Contract and must be in accordance with the PPA. When valuing the additional costs, the Contractor is obliged to proceed based on the prices listed in *Annex No. 4* and, in the case of items not listed in *Annex No. 4*, the Contractor is obliged to proceed based on the usual prices, especially the prices set by the relevant industry price lists (i.e. the price list of the Czech Chamber of Architects or of the Czech Chamber of Authorized Engineers and Technicians Active in Construction).

All documents handed over to the Contractor by the Client and all documents compiled by the Contractor for the Client shall be kept and stored by the Contractor in a safe place, until they are taken over by the Client on the basis of a written protocol; in the case of original documents, the Contractor is responsible for them as a custodian pursuant to Sections 2402 - 2419 of the Civil Code.

If either of the Parties finds an error or a defect of a technical nature in any document handed over by the Client to the Contractor, it is obliged to immediately notify the other Party of such error or defect and jointly agree on the most appropriate solution of further action.

## **7.2 Use of the Client's Documents by the Contractor**

The Client owns property copyrights and other intellectual property rights to documents which were prepared by the Client or which the Client is entitled to use for the purposes of the Contract, on the basis of agreements with persons to whom such rights belong. Without the consent of the Client, the Contractor shall not copy, use or disclose these documents to any third party, except for the cases when it is necessary for the purposes arising from the Contract.

The Contractor is entitled to use the underlying materials provided by the Client for the purposes of performance of this Contract, including their incorporation into the Architectural Study and/or the Planning Permit Documentation, and the Client is responsible for ensuring that rights of third parties in relation to such underlying materials will not be violated by the use of such underlying materials by the Contractor for the purposes of the performance of this Contract. In the event that, despite the abovementioned assurance of the Client, the rights of a third party are violated by the Contractor using or incorporating such underlying materials to the performance under this Contract, the Client commits to compensate the Contractor for any damage incurred by the Contractor as a result of such interference with third party rights, as well as to provide the Contractor with all cooperation necessary to prove the authorization to use such documents or to obtain additional consent of a third party with their use.

## **7.3 Provision of Powers of Attorney**

On the basis of a written request of the Contractor, the Client shall provide the Contractor, or a person designated by the Contractor, with all necessary powers of attorney if this is necessary for the purpose of providing performance under this Contract. The Contractor shall request the Client in writing to grant to it such powers of attorney, no later than ten (10) days in advance.

## **7.4 Provision of Cooperation**

Upon written request of the Contractor, the Client shall provide the Contractor with all reasonably required cooperation necessary for proper and timely preparation of the Project Preparation Documentation, the Architectural Study or the Planning Permit Documentation and for proper and timely provision of the consulting activity and cooperation in supplier selection, as well as with all other cooperation necessary for proper and timely performance of this Contract. If it is necessary according to the nature of specific circumstances, the Client shall also ensure adequate cooperation of the Chief Designer.

# **8. GENERAL OBLIGATIONS OF THE CONTRACTOR**

## **8.1 Professional Care**

The Contractor commits to prepare the Documentation, to provide the consulting activity and cooperation in selecting the supplier conscientiously, in good faith, properly and in a timely manner, with the highest possible professional care and in accordance with the Client's interests and instructions, with applicable legal regulations, internal guidelines of the Client, safety rules and applicable technical standards (Czech Technical Standards and European Standards) listed in *Annex No. 6*, regardless of whether they are binding or not. The Contractor shall always act in accordance with the professional and ethical rules of the Czech Chamber of Architects and the Czech Chamber of Authorized Engineers and Technicians Active in Construction.

## **8.2 The Client's Instructions**

The Contractor shall compile the Documentation and provide further performance under the Contract in accordance with the Client's instructions. The Contractor is always obliged to act in accordance with the Client's instructions and has no right to deviate from these instructions, unless the Contractor receives a prior written consent of the Client, by which the Client approves that the Contractor will act at its own discretion. If such a deviation is necessary and it is a case of emergency, when obtaining the prior written consent of the Client is not possible,

the Contractor may act at its own discretion, but only to the extent necessary for immediate protection of the Client's interests and damage prevention.

If the instructions issued by the Client to the Contractor are unsuitable for the purposes of timely and proper execution and completion of the subject of the Contract, or are in conflict with applicable legal regulations or legitimate requirements of participants of the proceedings, opinions of state authorities and organizations concerned, the Contractor is obliged, within five (5) business days from on the day when the Contractor could and should have learned of their unsuitability under the assumption of all professional care, but no later than fifteen (15) days after receiving such instructions, to notify the Client in writing, otherwise the Contractor shall be liable for any damage caused by the execution of such instructions. If the Contractor is not able to provide a statement on the Client's instruction within the deadlines according to the previous sentence for reasons beyond the Contractor's control (especially the complexity of assessing the content of the instruction or necessary cooperation of third parties or administrative bodies), the Contractor is obliged to submit to the Client, at inspection days pursuant to Article 2.13 of the Contract, and if the inspection days do not take place, then no later than every fourteen (14) days, a written statement containing all information available to the Contractor until then and subsequently to supplement this information at these intervals until the Client is provided with a full statement of the Contractor to the Client's instruction, unless such instruction is revoked by the Client beforehand. If, despite the Contractor's written notice of the unsuitability of such instruction, the Client insists, by a written instruction, on its observance, the Contractor is obliged to execute such instruction, but is not liable for damage and delays in the Contractor's performance caused by the execution of such instruction and for any other consequences of such instruction if the Contractor has notified the Client thereof; However, the Contractor must not execute such instruction of the Client that is in conflict with the provisions of legal regulations from which the Parties may not deviate or of professional regulations which the Contractor is obliged to comply with, and if the Contractor had known about such a conflict or should and could have known, under the assumption of exercising the highest professional care. However, notwithstanding any arrangements set out in this Article 8.2, the Contractor is also not obliged to carry out the Client's instructions which are in conflict with decisions of the administrative bodies and/or in conflict with this Contract.

For the avoidance of doubt, the Parties state that the Chief Designer is not entitled to give instructions to the Contractor; if the Chief Designer gives any instruction directly to the Contractor, the Contractor shall not be bound by it. However, the Client may take over the instruction of the Chief Designer and give such instruction to the Contractor as its own. In the event of such instruction, the Parties shall proceed in accordance with this Article 8.2.

The Contractor is also obliged to notify the Client in advance of the fact that, as a result of the execution of the instruction, the maximum amount of the investment pursuant to Article 2.3 of the Contract will or may be exceeded. The Client's instruction is not considered to be in conflict with the Contract simply because, as a result of its fulfillment, the maximum amount of the investment pursuant to Article 2.3 of the Contract is exceeded, and for this reason the Contractor is not entitled to refuse to execute the instruction; exceeding the maximum amount of the investment only as a result of the execution of such instruction of the Client is not a defect of the Documentation pursuant to Article 2.14 of the Contract.

If the Client finds out deficiencies on the part of the Contractor during the performance of the subject of this Contract, the Contractor is obliged, at the instruction of the Client, to remove these deficiencies without delay and without the right to increase the Price or any of its components according to Article 10.1 of the Contract, as well as without the right to extend the change of deadlines according to *Annex No. 5*.

### **8.3 Interruption of Work**

The Client may, at any time during the term of the Contract, order the Contractor in writing to interrupt the work. Notification of the work interruption must be made at least three (3) business days in advance. During the period of the work interruption, the deadlines for the delivery of the

Contractor's performance specified in this Contract, in particular the deadlines agreed in *Annex No. 5*, shall not run. In the event that either of the Parties exercises, under the conditions set out in this Contract, its right to withdraw from the Contract due to the work interruption, the consequences of such withdrawal pursuant to Article 13 shall be assessed according to whether the work was interrupted for reasons on the part of the Contractor or for reasons on the part of the Client, regardless of which of the Parties withdrew from the Contract.

#### **8.4 Cooperation**

The Contractor commits to proceed, within the performance of the Contract, in coordination, cooperation and ongoing communication with the Client and through the Client also with the Chief Designer and their advisors, namely to the maximum possible extent necessary for the proper and timely performance of this Contract.

The Contractor shall continuously hand over to the Client the documents obtained during the performance of the Contract if these are directly related to the subject of performance, at the request of the Client the Contractor shall also provide all other information, documents and explanations concerning the procedure within the performance of the Contract.

#### **8.5 Subcontractors**

The Contractor is entitled to arrange, at its own expense, subcontractors for the purposes of the performance of the Contract, provided that in such case the Contractor shall be liable to the Client for any part of its obligations under the Contract performed this way as if these were performed by the Contractor itself.

The Contractor must not leave the performance of the entire subject of the Contract to the subcontractor, but may assign the performance of any part of the subject of the Contract to the subcontractor(s), which, however, must be approved in writing by the Client in advance. The Contractor is also obliged to contractually ensure that each of the approved subcontractors performs its part of the performance of the Contract in person and does not transfer it to another subcontractor, unless the Client has separately agreed in advance also with the transfer to this further subcontractor.

The Contractor commits that the subcontractor will have the appropriate authorizations to perform the relevant performance of the Contract as the subject matter of its activities or business. The Contractor shall also be responsible for ensuring that the subcontractor ensures that selected performance of the Contract, for which certain authorizations or education are needed, is performed by individuals who have all the required authorizations and education to perform such activities. The subcontractor selected by the Contractor must also have all other authorizations required to perform the activities related to the performance of the Contract by legal regulations or by the Contract.

The Contractor is obliged to submit to the Client, within fourteen (14) days from the date of conclusion of the Contract, a list of subcontractors to which the Contractor intends to assign the performance of any part of the subject of the performance of the Contract. During the performance of the Contract, the Contractor is obliged to obtain the Client's consent with a new subcontractor at least five (5) business days before using the subcontractor to perform the relevant part of the subject of the performance of the Contract. The notification shall always include the title or name of the subcontractor(s) for each part of the subject of the Contract's performance, indication of the part of the Contract's performance to be carried out by the given subcontractor, and copies of relevant valid authorizations, concessions, attestations, certificates and licenses which are necessary to perform such individual parts of the subject of the Contract by the subcontractor. The Client is entitled to refuse, within three (3) business days from the receipt of the relevant notification, the participation of a specific subcontractor in the performance of the subject of the Contract, while the Client shall not delay or refuse the consent without a serious, justified and precisely specified reason. If the Client does not express its opinion within three (3) business days from the receipt of the relevant notification, it is considered that the Client has agreed to the use of this subcontractor.

In the event of a change of the subcontractor through which the Contractor demonstrated the fulfillment of qualification prerequisites within the Competition for Design, the Contractor is obliged to submit, as a part of its notification of change of this subcontractor, originals or officially certified copies of the documents proving the qualification of the newly proposed subcontractor, at least to the extent in which the Contractor proved the qualification of the subcontractor being replaced. If the conditions for the change of the subcontractor according to the previous sentence are not met, the change will not take effect.

#### **8.6 Obligation of Confidentiality**

The Contractor is aware that, as part of the performance of this Contract, the Contractor and its potential contractual partners shall gain access to the Client's information (e.g. personal data, information on security measures and technical equipment of the Client). The Contractor hereby commits to handle all information of the Client as confidential and as a trade secret, in particular to maintain confidentiality and to take all contractual, administrative and technical measures that prevent the misuse or leakage of this information. The Contractor may disclose this information only to its employees or contractual partners to the extent necessary to fulfill the purpose of this Contract and only under condition that these persons are bound by the obligation of confidentiality to the same extent as provided for in this Article 8.6. The Contractor commits to sufficiently inform the persons mentioned above about the confidentiality of this information, to bind them to confidentiality and to sufficiently ensure the protection of this information contractually, administratively and technically. The obligation to maintain confidentiality lasts regardless of the effectiveness or validity of this Contract, i.e. even after its termination.

#### **8.7 Obligation of Professional Conduct**

The Contractor is obliged to defend the interests of the Client according to the Contractor's best knowledge and abilities. For the period of elaboration of the Documentation and during the realization and commissioning of the Construction as well as during the delivery of supplies related to the Planning Permit Documentation, the Contractor is obliged to refrain from all own business activities in relation to the subject of the performance of the Contract, even in connection with or through third parties, by which the Contractor could endanger the legitimate interests of the Client, be in conflict with these interests, or unjustifiably favor itself or third parties. The Contractor commits that, with the exception of subcontractors approved by the Client, in the matter of the Construction in question it shall not accept any commissions or payments from any third parties, in particular from manufacturers, suppliers or contractors of the Construction. The Contractor is obliged to ensure that commissions or payments from third parties are received neither by its employees, nor by other persons authorized to perform the work or its parts. Violation of any of the abovementioned obligations is considered a material breach of the contractual obligations and is a reason to withdraw from this Contract under the conditions set forth in this Contract.

The Contractor commits to immediately inform the Client in writing of all facts that could cause property or non-property damage to the Client, of obstacles that could jeopardize the Construction or the deadlines set out in this Contract, and of any possible defects and incompleteness of the underlying materials submitted to it by the Client.

The Contractor commits not to provide, without the written consent of the Client, the results of its performance (the subject of the work or its part) to a person other than the Client or a person authorized by the Client, or the Chief Designer.

#### **8.8 Cooperation of the Contractor in the Performance of the Financial Inspection**

The Contractor is obliged to interact within the performance of the financial inspection pursuant to Section 2 (e) and Section 13 of Act No. 320/2001 Coll., on Financial Inspection in Public Administration and on Amendments to Certain Acts (the Financial Inspection Act), as amended, and to provide the inspection authority with documents regarding the supply of services paid for from public funds or from public financial support, to the extent necessary for verification of the



operation in question. The Contractor is obliged to require the same obligation from all its subcontractors.

## **8.9 Prevention of Conflict of Interests**

If the Client does not give its explicit prior consent, the Contractor is not entitled to establish, with the Chief Designer, a company pursuant to Section 2716 of the Civil Code or any legal entity, or to enter with the Chief Designer into any contract which would, even only partially, relate to the performance provided under this Contract or to other obligations arising from this Contract.

# **9. CHANGES OF THE SUBJECT OF THE PERFORMANCE OF THE CONTRACTOR**

## **9.1 Changes Ordered by the Client**

The Client is entitled, at any time during the term of the Contract, to order the Contractor in writing:

- (a) to perform work and provide performance that have not been agreed under the Contract or that have been agreed in a smaller scope;
- (b) not to perform work and not to provide performance that have been agreed under the Contract or that have been agreed in a larger scope;
- (c) to provide other performance or other execution of work than those agreed in the Contract (changes pursuant to letters (a) to (c) hereinafter collectively referred to as the **"Change of the Subject of the Performance"**).

The Contractor is obliged to execute the Client's instruction to the Change of the Subject of the Performance.

The Contractor is entitled to refuse the Change of the Subject of the Performance ordered by the Client only if:

- (i) the Contractor's performance on the basis of the Change of the Subject of the Performance was to be provided in a manner that is in conflict with legal regulations or professional regulations which the Contractor is obliged to follow;
- (ii) the Change of the Subject of the Performance endangers or could seriously endanger health and safety of persons; and/or
- (iii) the Change of the Subject of the Performance substantially changed the nature of the Project, including the nature of the risk assumed by the Contractor on the basis of the Contract.

## **9.2 Changes of the Subject of the Performance suggested by the Contractor**

The Contractor is entitled to suggest to the Client the Change of the Subject of the Performance, especially in order to increase the quality of the performance of the Contract, to reduce the Price according to Article 10 of the Contract, or to deal with situations not foreseen when concluding the Contract. The Client is not obliged to comply with the Contractor's suggestion.

## **9.3 Execution of the Change of the Subject of the Performance**

If the Change of the Subject of the Performance is ordered by the Client or suggested by the Contractor, such fact shall be notified to the other Party in writing, stating the subject of the Change of the Subject of the Performance and its reasons in the notification; moreover, the Contractor shall state, in its suggestion for the Change of the Subject of the Performance, also the anticipated technical solution of the Change of the Subject of the Performance.

Unless the Parties agree otherwise, no later than fifteen (15) days from the delivery of the notification of the Change of the Subject of the Performance the Contractor shall prepare a written assessment of the impacts of the Change of the Subject of the Performance, detailing the effects of the Change of the Subject of the Performance on the Price pursuant to Article 10 (including an overview of all costs or savings), the impacts on the fulfillment of the schedule according to *Annex No. 5*, or other expected consequences of the Change of the Subject of the Performance on the obligation under the Contract. The Contractor's costs associated with the preparation of the impact assessment of the Change of the Subject of the Performance is already included in the Price according to Article 10.

If the subject of the Change of the Subject of the Performance is such performance that can be valued on the basis of *Annex No. 4*, the Contractor is obliged to base the determination of the impact on the Price on the items listed in this *Annex No. 4*. If the subject of the Change of the Subject of the Performance is such performance that cannot be valued on the basis of *Annex No. 4*, the Contractor is obliged to base the determination of the impact on the Price on usual prices, especially the prices determined by relevant industry price lists.

If the Parties do not agree on a change in the Price as a result of the Change of the Subject of the Performance, the Contractor is obliged to carry out a Change in the Subject of Performance for the unit price specified in the line titled "Extra Work due to a Change of the Subject of the Performance" in *Annex No. 4*.

Based on the impact assessment of the Change of the Subject of the Performance prepared by the Contractor, the Client shall approve or reject the Change of the Subject of the Performance in writing.

The Contractor is obliged, in the period between the delivery of the notification of the Change of the Subject of the Performance and the approval or rejection of the Change of the Subject of the Performance by the Client, to refrain from actions that would endanger or prevent the implementation of the Change of the Subject of the Performance, or increase the costs of the performance of the Contract, or extend the date of the performance under the Contract.

When executing the Change of the Subject of the Performance, the Parties are obliged to proceed in accordance with the relevant provisions of the PPA.

## 10. PRICE AND PAYMENT TERMS

### 10.1 Price

For preparation of the Documentation, provision of consulting activities, provision of cooperation in the selection of suppliers and for all other obligations of the Contractor arising from this Contract, and for services provided in connection with this Contract, the Client shall pay to the Contractor a total maximum price in the amount of CZK [ **TO BE COMPLETED BY THE CONTRACTOR** ] without VAT (the "Price").

The Price (within the meaning of the line marked in *Annex No. 4* as "total price") consists of the following fixed amounts, the more detailed breakdown of which and other binding conditions are stated in *Annex No. 4*:

- (a) ensuring the Project Preparation;
- (b) compilation of the Architectural Study;
- (c) compilation of the Planning Permit Documentation;
- (d) execution of the consulting activities in the extent of 400 hours;
- (e) providing cooperation in the selection of suppliers in the extent of 15 hours.

The Price includes all expenses, payments or costs incurred by the Contractor in connection with the compilation of the Documentation (including adjustments required by the Client which

are necessary for proper performance of this Contract and which are in accordance with this Contract and with the scope of performance under this Contract) and with the provision of the consulting activity and cooperation in the selection of suppliers. For the avoidance of doubt, it is explicitly stipulated that the Contractor is not entitled to refund of expenses, payments or costs incurred in connection with the performance of the Contract. All expenses, payments or costs, including employee benefits, travel costs and any other types and categories of costs are included in the Price.

For the avoidance of doubt, the Parties state that the Contractor's work to remove defects of the Documentation is included in the Price.

The VAT in an amount prescribed by the applicable legal regulations shall be added to the Price.

## **10.2 Payment Terms**

The breakdown of partial performance prices and invoicing conditions are governed in detail by *Annex No. 4* to this Contract.

The invoice issued by the Contractor must contain the data required by legal regulations for accounting and tax documents and a separately determined amount of VAT, and the data required by the provision of Section 435 of the Civil Code. In the event that the invoice issued by the Contractor does not contain the data required by legal regulations or contains incorrect amounts or data, the Client is entitled to return the invoice to the Contractor to correct the errors and complete the data within ten (10) days of its delivery. In such case, the term of payment specified in the invoice shall be suspended and a new term of payment shall start again upon the delivery of the corrected flawless invoice to the Client.

With regard to the complex nature of the Project and the need for professional assessment of the Contractor's performance, the invoice shall be due within sixty (60) days from its delivery to the Client. Payments shall be made exclusively in Czech crowns. If the maturity date is on Saturday, Sunday or a public holiday, the maturity date shall fall on the next business day.

Changing the Contractor's bank details or adding new ones may only be made at the Contractor's request and, at the same time, requires amendment of the Contract. The request must be in writing and only through the Client's data box from the Contractor's data box.

The moment of payment by the Client is considered to be the moment of debiting the relevant amount from the Client's bank account.

## **11. CONTRACTUAL PENALTIES**

### **11.1 Delay in Delivery of the Documentation**

In the event of a delay in the delivery of the First Draft of the Architectural Study, the First Draft of the Planning Permit Documentation, the Fair Copy of the Architectural Study and/or the Fair Copy of the Planning Permit Documentation, the Contractor shall pay to the Client, within the deadlines set by this Contract, a contractual penalty in the amount of 0,2 % of the relevant Price of the partial performance for every started day of the delay in the delivery of the relevant documentation.

### **11.2 Delay in the Provision of the Consulting Activity and the Auxiliary Author Supervision**

In the event of a delay in the provision of the consulting activity by the Contractor within the deadline specified in Article 5.1 of the Contract, the Contractor shall pay to the Client a contractual penalty in the amount of CZK 5,000 (in words: five thousand Czech crowns) for each day of the delay.

In the event of a delay in the provision of the Auxiliary Author Supervision in the scope of activities according to points (i) - (v) pursuant to Article 5.2 of the Contract, the Contractor

shall pay to the Client, within the deadline specified in Article 5.2 of the Contract, a contractual penalty in the amount of CZK 5,000 (in words: five thousand Czech crowns) for each day of delay.

In the event of unexcused non-participation of the Contractor in the ordered inspection day within the meaning of Article 5.2, point (vi) of the Contract, the Contractor shall pay to the Client a contractual penalty in the amount of CZK 5,000 (in words: five thousand Czech crowns) for each individual violation of this obligation pursuant to Article 5.2 of the Contract.

### **11.3 Delay in Removal of Defects**

The Contractor is obliged to pay to the Client a contractual penalty in the amount of CZK 15,000 (in words: fifteen thousand Czech crowns) for each started day of delay in the obligation to remove the defect of the Documentation according to Article 2.14 of this Contract.

### **11.4 Violation of the Obligation regarding Subcontractors**

For each individual violation of the Contractor's obligation set out in Article 8.5 of this Contract, the Contractor is obliged to pay to the Client a contractual penalty in the amount of CZK 15,000 (in words: fifteen thousand Czech crowns).

### **11.5 Delay in Payment of Invoices**

The Client is obliged to pay to the Contractor interest in arrears in the amount stipulated by legal regulations if the Client does not pay to the Contractor the invoice under this Contract even within the deadline of fifteen (15) business days after the Contractor delivered to the Client a request for payment of the receivable with which the Client is in arrears; the request cannot be made before the invoice is due.

### **11.6 Construction Price Increase due to Defects of the Documentation**

The Parties have agreed that any increase in the price of the Construction due to a defect in the Documentation shall be deemed to be a damage to the Client caused by a violation of the Contract by the Contractor. The Contractor, therefore, commits to compensate the Client for the damage incurred by the Client due to the Construction price increase caused by a defect in the Documentation. The Contractor is not obliged to compensate for this damage if the Contractor proves that it could not have prevented the defect of the Documentation even with the professional care that can be justifiably requested from the Contractor.

### **11.7 Cancellation of the Tender Procedure due to a Defect of the Documentation**

The Contractor is obliged to pay a contractual penalty in the amount of CZK 200,000 (in words: two hundred thousand Czech crowns) if, due to a defect in the Documentation or its part, the tender procedure for the selection of the Construction's contractor is cancelled. The Contractor is not obliged to pay this penalty if the Contractor proves that it could not have prevented the defect of the Documentation even with the professional care that can be justifiably requested from the Contractor.

### **11.8 Violation of the Obligation of Confidentiality**

The Contractor commits to pay to the Client a contractual penalty in the amount of CZK 50,000 (in words: fifty thousand Czech crowns) for each individual provable case of violation of the obligation to observe confidentiality set out in Article 8.6 of this Contract. This is without prejudice to the Client's right to compensation for damages.

### **11.9 Violation of the Obligations regarding Insurance**

The Contractor commits to pay to the Client a contractual penalty in the amount of CZK 100,000 (in words: one hundred thousand Czech crowns) for each individual case of violation of the obligations set out in Article 12.4 of this Contract.

### **11.10 Non-compliance with the Maximum Amount of Required Investment**

The Contractor is obliged to pay the Client a contractual penalty in the amount of CZK 50,000 (in words: fifty thousand Czech crowns) for each individual case of delivery of any stage of the Documentation which, contrary to Article 2.3 of the Contract, will not comply with the Maximum Amount of Required Investment. If the Contractor does not eliminate the defect of the Documentation consisting in non-compliance with the Maximum Amount of Required Investment (as the case may be) in the Fair Copy of the Architectural Study or the Fair Copy of the Planning Permit Documentation, despite being requested by the Client in the Client's comments, the Contractor is obliged to pay the Client a contractual penalty in the amount of CZK 50,000 (in words: fifty thousand Czech crowns) for each such individual breach of duty under Article 2.5 or under Article 2.9 of the Contract.

### **11.10 Common Provisions to Contractual Penalties**

The contractual penalties pursuant to this Article 11 are payable within thirty (30) days from the date of receipt of the written request for payment sent by the entitled Party. The payments of the contractual penalty shall not release the Contractor from its obligation to execute and complete the subject of the Contract, or from any other duties, obligations or responsibilities under this Contract. The Parties have agreed that the Client is entitled to claim the compensation for damages due to violation of any obligation, to which any contractual penalty under this Contract applies, in the amount exceeding the amount of the contractual penalties paid for such violation.

The Client is entitled to unilaterally set off any contractual penalty pursuant to Article 11 of the Contract against any due invoice of the Contractor.

The total amount of the contractual penalties, for the payment of which the Contractor would be obliged according to this Article 11 of the Contract, shall not exceed the amount of the Contractor's insurance indemnity limit pursuant to Article 12.4 of the Contract.

## **12. LIABILITY AND INSURANCE**

### **12.1 General Liability of the Contractor for Damage**

The Contractor shall be liable for any damage caused to the Client as a result of violation of the Contractor's obligations to properly prepare the Documentation and to provide further performance under the Contract, including damage to items taken over from the Client or to items taken over from third parties during the performance of the Contract, and commits to compensate the Client for any damage as a result thereof. This is without prejudice to Article 8.2 of this Contract.

Approval of the Documentation, including adjustments required by the Client and/or issuance of instructions to the Contractor by the Client, neither releases the Contractor from its responsibility, nor establishes any liability of the Client in connection with such instructions or the Documentation. This is without prejudice to Article 8.2 of this Contract.

If the Contractor is a company within the meaning of Section 2716 (1) of the Civil Code, the Contractor's partners shall be jointly and severally liable for the performance of this Contract, as well as for the debts arising from this Contract.

### **12.2 Liability for Damage Caused to Third Parties (Compensation)**

The Contractor must compensate the Client and ensure that the Client does not suffer any damage as a result of any claims, compensation for damages or costs, which are claimed or may be claimed against the Client by third parties and which arose in connection with:

- (a) a damage that arises as a result of a claim for compensation for damage to property, life, health or natural rights of any third party, which this person claims against the Client, and

which arose in connection with a defect in the Documentation or by violation of obligations of the Contractor under the Contract; and

- (b) a damage that arises as a result of the Client's obligation to pay any legal, administrative, contractual or another sanction in connection with a defect in the Documentation or with violation of the Contractor's obligations under the Contract, and this legal, administrative, contractual or other sanction arises from reasons on the part of the Contractor in connection with a defect in the Documentation or with a violation of the Contractor's obligations under the Contract, except for cases when the damage was caused by the Client or by violation of the Client's obligations under this Contract, by a third party claim that applies in full to the period prior to the conclusion of this Contract, or by the Contractor's actions based on the Client's instructions, always to the extent in which this damage was caused this way.

### **12.3 Disclaimers**

Neither of the Parties shall be liable for delays in performance of the Contract if the following conditions are met:

- (a) the delayed Party proves that it has been temporarily or permanently prevented from meeting its obligation under the Contract by an extraordinary unforeseeable and insurmountable obstacle originated independently of its will, or that the work was interrupted on the basis of an instruction of the Client within the meaning of Article 8.2 of the Contract, not due to violation of the Contract by the Contractor;
- (b) the length of the delay corresponds to the length of duration and the nature of the event according to point (a), or to the interruption of work due to the Client's instruction; and
- (c) immediately after the case of force majeure under point (a) has become apparent, the Party, that is unable to provide proper and timely performance, informed the other Party in writing of the occurred situation and of the expected duration of the relevant case of force majeure. If possible with reasonable professional care, the abovementioned notification must contain a suggestion for measures to be taken in order to mitigate or prevent the effects of force majeure. Each of the Parties shall bear its own costs associated with the adoption of these measures and the elimination of the consequences of force majeure.

### **12.4 Insurance**

The Contractor is obliged to have, for the entire term of duration of the Contract, an insurance contract for professional liability insurance for damages caused to third parties with the insurance indemnity limit of at least CZK 5,000,000 per insured event, in order to cover the total possible damages caused to the Client in connection with the Contract. The insurance contract, or insurance certificate (insurance policy) issued by a relevant insurance company or insurance broker administering the concluded contract, operating pursuant to Act No. 363/1999 Coll., on Insurance and on Amendments to Certain Related Acts, as amended, was submitted by the Contractor to the Client before concluding this Contract. The Contractor commits to fulfill its obligations arising from the insurance contract, in particular to pay premiums and to fulfill notification obligations. At any time, at the request of the Client, the Contractor shall provide the Client for inspection, without undue delay but no later than ten (10) business days from the delivery of the request to submit these to the Contractor, with a valid insurance contract and/or with an insurance company confirmation of the existence of the insurance contract for the sum insured, and a confirmation of due payment of premiums. Failure to submit the original of the required document meeting all the specified requirements within the specified deadline, or failure to properly maintain the insurance contract in force for the entire required period (non-renewal), constitutes a material violation of the Contract and is a reason for the Client's withdrawal from the Contract.

## **13. CONTRACT TERMINATION**

### **13.1 Reasons for Termination**

This Contract may be terminated only (a) by fulfilling the obligations of the Parties under this Contract, (b) by agreement of the Parties, and (c) by withdrawal from this Contract by either Party for reasons set out in the Civil Code and in this Contract, in particular for reasons stated in Articles 12.4, 13.1 and 13.3 of this Contract.

### **13.2 The Client's Right to Withdraw from the Contract**

The Client is entitled to withdraw from this Contract if:

- (a) The Contractor has breached or failed to fulfill any of its obligations under this Contract and has not remedied such breach within a reasonable period specified by the Client in a written request for remedy, delivered to the Contractor, in which the relevant breach was specified; the remediation deadline must not be shorter than fifteen (15) business days;
- (b) The Contractor is unable to fulfill its obligations under this Contract for any reason;
- (c) the Project Contract has been terminated;
- (d) The Construction of the Prague East Terminal or the Rail Project has been stopped before the subject of this Contract was fulfilled, and further continuation of the Construction cannot be reasonably expected (e.g. due to rejection, termination or limitation of the extent of funding of the Construction);
- (e) any of the following situations occurs: (i) the Contractor enters into liquidation; or (ii) a court decides on bankruptcy of the Contractor; or (iii) the Contractor files an insolvency petition against itself; (iv) the insolvency petition against the Contractor is rejected for lack of assets within the meaning of the provisions of Act No. 182/2006 Coll., the Insolvency Act, as amended; and/or
- (f) the work has been interrupted according to Article 9.3 of the Contract for a period longer than six (6) consecutive calendar months, or the period, during which the work is repeatedly interrupted, has exceeded a total of two hundred and seventy (270) days within one calendar year.

### **13.3 The Contractor's Right to Withdraw from the Contract**

The Contractor is entitled to withdraw from this Contract if:

- (a) the Client is in arrears with the payment of the Price or any part thereof according to Article 10 of this Contract and has not remedied such violation of its obligation within an additional reasonable period provided to it by the Contractor in accordance with Article 11.5 of the Contract;
- (b) The Client has violated or failed to meet any of its obligations under this Contract and has not remedied such violation within a reasonable deadline specified by the Contractor in a written request for remedy delivered to the Client, in which the relevant breach was specified; the remediation deadline must not be shorter than thirty (30) business days;
- (c) The Client is unable to meet its obligations under this Contract for any reason;
- (d) any of the following situations occurs: (i) the Client enters into liquidation; or (ii) a court decides on bankruptcy of the Client; or (iii) the Client files an insolvency petition against itself; (iv) the insolvency petition against the Client is rejected for lack of assets within the meaning of the provisions of Act No. 182/2006 Coll., the Insolvency Act, as amended; and/or
- (e) the work has been interrupted according to Article 9.3 of the Contract for a period longer than six (6) consecutive calendar months, or the period, during which the work is repeatedly interrupted, has exceeded a total of two hundred and seventy (270) days within one calendar year.

#### **13.4 Method of Withdrawal**

The withdrawal from the Contract must be made by a written notification of the withdrawing Party, duly delivered to the other Party, stating the reason for withdrawal from the Contract. The withdrawal shall take effect on the day on which the notification of withdrawal is duly delivered to the Party concerned.

#### **13.5 Price at the Contract Termination**

If the Contract is terminated by the Client's withdrawal due to a reason on the part of the Contractor, the proportional part of the Price corresponding to the completed parts of the Documentation, consulting activities and other possibly provided performance before the effective date of the withdrawal from the Contract shall become the final price for the subject of the Contract and besides such part of the Price the Contractor shall not be entitled against the Client to any further payments. For the avoidance of doubt, the Contractor shall not have the right to be paid for those parts of the Documentation, consulting activity and any other performance of the Contractor under the Contract, which has not been completed to the condition that is usable by the Client. The Client is entitled to set off its receivables pursuant to the previous sentence against the receivable of the Contractor for the payment of a part of the Price.

If the Contract is terminated by the Contractor's withdrawal due to a reason on the part of the Client, the proportional part of the Price corresponding to the work performed on the Documentation, consulting activity and other performance before the effective date of the withdrawal from the Contract, including the proportional part of the Price for that work, which was initiated but has not been completed by the Contractor, shall become the final price for the subject of the Contract.

#### **13.6 Handover of the Results of the Contractor's Work as of the Date of Termination of the Contract and the Contractor's Cooperation**

In the event of termination of the Contract for any reason, the Contractor shall hand over to the Client, within ten (10) days, all existing results of its work under the Contract, including the documents and information that the Contractor should otherwise hand over to the Client after proper fulfillment of the entire subject of the Contract. After having received all existing results of the Contractor's work, the Client shall evaluate the rate of completion and usability of individual parts of the delivered performance and their possible defects. The Client shall notify the Contractor of the result of the evaluation no later than sixty (60) days from the handover of all results of the Contractor's work by a written notification containing a list of individual items of the Contractor's work results submitted to the Client, a description of the condition in which these were submitted to the Client (especially the their rate of completion and usability to fulfill the purpose of the Contract) and a list of any defects. The Contractor shall notify the Client in writing of its opinion on the content of the notification pursuant to the previous sentence no later than twenty (20) days from the date on which the notification was delivered to the Contractor. After communicating the Contractor's opinion, the Parties shall confirm the handover of the Contractor's work results in the form of a written protocol on the handover and acceptance of the Contractor's work results as of the date of termination of the Contract, signed by the persons referred to in Article 1.5 of the Contract; if the Parties do not agree on the content of the protocol, they shall state their differing views on the individual disputed items of the protocol.

The protocol on the handover and acceptance the Contractor's work results as of the date of termination of the Contract is the basis for issuing the Contractor's invoice for the unpaid part of the Price upon termination of the Contract pursuant to Article 13.5 of the Contract. However, if the protocol is not mutually agreed within one hundred and twenty (120) days from handing over all existing results of the Contractor's work, the Contractor is entitled to issue an invoice for the unpaid part of the Price upon termination of the Contract after this period, regardless of whether the protocol has been signed by the Parties; this is without prejudice to the Client's



claims, in particular claims for defects and the right to set off damages and extraordinary costs pursuant to Article 13.5 of the Contract.

At the Client's request, the Contractor commits to cooperate after termination of this Contract also with another entity designated by the Client, to the extent necessary for the Construction, in order to enable the other entity designated by the Client to assume the Contractor's obligations without negative impacts on the execution, procedure or completion of the Construction, all this until the moment when the other entity designated by the Client is able to fully replace the Contractor; this period shall not exceed sixty (60) days from the date of termination of the Contract. If the Contract is terminated due to a reason on the part of the Contractor, the Contractor shall meet the abovementioned obligations free of charge. If the Contract is terminated for reasons on the part of the Client, the Client shall compensate the Contractor for demonstrable, necessarily and expediently incurred costs to the Contractor in connection with the abovementioned obligations; however, only up to the amount of demonstrably expediently spent hours using the unit price specified in the line titled "Extra Work as a Result of the Work Change" in *Annex No. 4*.

### **13.7 Violation of the Contractor's Obligation**

Without prejudice to any rights of the Client under this Contract, the Parties have agreed that if the Contractor fails to meet any of its obligations under the Contract within seven (7) business days of receiving a written reminder from the Client, the Client is entitled to ensure fulfillment of such obligation through another person at the Contractor's expense. In such case, the Client has the right to reduce the relevant part of the Price by these expenses. Ensuring the fulfillment of the Contractor's obligations through another person pursuant to this Article 13.7 has no effect on the assessment of the Contractor's delay in fulfilling its obligations.

### **13.8 Utilization of Existing Outputs in case of Termination of the Contract**

In all cases of termination of the Contract, the Client is entitled to assign to any third party further work on the Documentation, provision of the consulting activity and other performance under the Contract, without any restrictions of the way of utilization of the Documentation and/or the results of the consulting activity and other performance prepared or provided by the Contractor until the effective date of termination of this Contract.

By signing this Contract, the Contractor explicitly agrees that in all cases of termination of the Contract the Client is entitled to use the Contractor's existing outputs for the proper completion of the Construction, including the outputs of the original Competition for Design (of the selected competition entry) or the NPWP.

However, in the event that the termination of the Contract occurred due to the withdrawal of the Contractor for reasons on the part of the Client, the Client is entitled to proceed according to this point 13.8 only under condition that it has paid to the Contractor for all submitted performance to which the Contractor is entitled pursuant to Article 13.5 of the Contract.

## **14. FINAL PROVISIONS**

### **14.1 Entry into Force and Effect**

This Contract comes into force on the date it is signed by both Parties and becomes effective on the date of its publication in the register of contracts within the meaning of Act No. 340/2015 Coll. Special Conditions for Effectiveness of some Contracts, Publication of such Contracts and the Register of Contracts (the Act on the Register of Contracts"), as amended (hereinafter the "ARC").

### **14.2 Assignment**

The Contractor is not entitled to assign the rights, obligations and liabilities of the Contract or the Contract as such to a third party or to other parties without prior written consent of the Client.

### **14.3 Governing Law**

This Contract shall be governed by and interpreted according to the laws of the Czech Republic. Matters that are not agreed in this Contract or do not result from this Contract shall be governed by the relevant provisions of the Civil Code and PPA.

The Contractor is obliged to provide the Client with the necessary cooperation in fulfilling the Client's obligations pursuant to Act No. 106/1999 Coll., on Free Access to Information, as amended, pursuant to PPA and ARC.

### **14.4 Full Agreement of the Parties and Negotiations of the Parties on the Content of the Contract**

The Parties hereby declare that this Contract constitutes the entire agreement of the Parties on its subject and supersedes, in connection with this subject, all previous written or oral agreements and arrangements of the Parties. The Parties further declare that this Contract was not concluded in distress and under unilaterally unfavorable conditions. The Contractor declares that it got acquainted in detail with its obligations resulting from this Contract as well as with the consequences caused by potential failure to comply with them. The Contractor further declares that prior to the conclusion of the Contract it had a real opportunity to influence the content of the general conditions of the Contract, especially within the negotiations of the Parties in the NPWP. In light of these facts, the Parties explicitly rule out the application of the provisions of Sections 1799 and 1800 of the Civil Code to this Contract.

### **14.5 Trade Secrets**

The Parties declare that no information stated in this Contract is subject to trade secrets within the meaning of Section 504 of the Civil Code.

### **14.6 Publication of the Contract**

In connection with the application of ARC, the Parties have agreed on the following:

- (a) The Contract does not contain trade secrets of any of the Parties or other information excluded from the publication obligation (with the exception stated below) and is, including its Annexes, eligible for publication in the register of contracts within the meaning of ARC, and the Parties agree to publish the Contract, including its Annexes. The exception includes the personal data of the Representatives of the Parties in the form of names and contact details of the persons listed in Article 1.5, which shall be sanitized, and confidential information marked by the Contractor pursuant to PPA, contained in the competition entry in *Annex No. 1*;
- (b) in accordance with Section 5 of ARC, the Client shall send to the administrator of the register of contracts an electronic image of the text content of this Contract and its annexes in an open and machine-readable format and the metadata required by ARC, namely to the relevant data box of the Ministry of the Interior intended for the publication of records in the register of contracts, using the electronic form published on the public administration portal;
- (c) The Client commits to fill in the address of the data box or the e-mail of the Contractor or of the Representative of the Contractor in the form for publication of the Contract in the register of contracts, so that the administrator of the register of contracts can send to the Client a confirmation of publication of the Contract according to Section 5 (4) of ARC.

The Client may, at its discretion, publish the Contract in accordance with the relevant provisions of PPA also on the profile of the contracting authority.

### **14.7 Changes and Amendments**

Unless otherwise provided in this Contract, any change to the Contract must be made in the form of an amendment to this Contract and such amendment must be made in writing and

signed by authorized representatives of the Parties. The change to the Contract must be made in accordance with legal regulations governing public procurement.

#### **14.8 Separability**

If any provision of this Contract becomes or is proclaimed invalid, ostensible or otherwise unenforceable, this invalidity, ostensibility or unenforceability shall not affect (to the largest possible extent permitted by the legal regulations) validity, existence or enforceability of the remaining provisions of this Contract. For that case the Parties have agreed to replace, without undue delay, any such invalid, ostensible or unenforceable provision with a valid and enforceable one in order to reach, to the maximum extent permitted by the legal regulations, the same effect and result as was intended by the provision being replaced.

#### **14.9 Resolution of Disputes**

Unless the Parties agree otherwise, any dispute between the Parties in connection with this Contract shall be resolved with final validity by the relevant courts of the Czech Republic.

#### **14.10 Change of Circumstances**

The Contractor hereby declares that, within the meaning of Section 1764 and Section 2620 (2) of the Civil Code, it assumes the risk of a change of circumstances and that it is not entitled to request, from the Client or a court, renewal of the negotiations about this Contract on the grounds of a material change of circumstances constituting a gross imbalance in the rights and obligations of the Parties.

#### **14.11 Exclusion of Application of Certain Provisions of the Civil Code**

The Parties rule out for this Contract or for conclusion of an amendment thereto the application of the provisions of Section 1740 (3) of the Civil Code (Acceptance of a proposal with a deviation). The Parties rule out for this Contract the application of the provisions of Section 2609 of the Civil Code concerning the self-help sale and of the provisions of Section 2595 of the Civil Code concerning the Contractor's withdrawal for an improper instruction or an improper matter. The Parties declare that, for the legal relationship established by this Contract, the application of Section 2611 of the Civil Code (possibility to request for provision of a reasonable part of the remuneration) is also ruled out.

#### **14.12 Limitation**

The Parties agree that the limitation of the rights arising from articles 2.14, 11.1, 11.2, 11.3, 11.4, 11.6, 11.7, 11.8, 11.9, 12.1 and 12.2 shall last fifteen (15) years and that this period runs from the date on which the right could be exercised for the first time.

#### **14.13 Failure to Cooperate**

The Contractor shall not be entitled to withdraw from the Contract due to the Client's failure to provide its cooperation (the application of Section 2591 of the Civil Code is ruled out). Should the Client fail to provide its cooperation, the Contractor is entitled, after a reasonable period of time granted to the Client to provide such cooperation, to ensure the necessary performance at the expense of the Client. However, the Client is obliged to refund the Contractor only for demonstrable, necessarily and expediently incurred costs.

#### **14.14 Business Practice**

The Parties hereby declare that within the legal relationship established by this Contract, within the meaning of Section 558 (2) of the Civil Code, the business practice shall not be taken into account and thus it does not take preference over provisions of law without coercive effects.

#### **14.15 List of Annexes**

The following Annexes constitute an integral part of this Contract:

- 1) Competition entry on digital media and requirements for the adjustment of the*

*competition entry;*

- 2) *Minimum scope of the Project Preparation, minimum scope and detail of the Architectural Study and of the Planning Permit Documentation;*
- 3) *Scope and structure of the Cost Estimate;*
- 4) *Proposal price and payment schedule by individual activities;*
- 5) *Schedule of the Contractor's activities;*
- 6) *List of underlying materials submitted to the Contractor by the Client for the purposes of the performance of the Contract including Client's internal regulations.*

#### **14.16 Counterparts**

This Contract has been drawn up in 3 counterparts in Czech language, of which the Client shall receive 2 copies and the Contractor shall receive 1 copy.

**THE PARTIES HEREBY EXPLICITLY DECLARE THAT THIS CONTRACT EXPRESSES THEIR TRUE AND FREE WILL, IN WITNESS OF WHICH THEY ATTACH THEIR RESPECTIVE SIGNATURES BELOW.**

**On behalf of the Client:**

Place: In Prague

Date: **[TO BE COMPLETED]**

**On behalf of the Contractor:**

Place: **[TO BE COMPLETED BY THE CONTRACTOR]**

Date: **[TO BE COMPLETED BY THE CONTRACTOR]**

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**Ing. Mojmír Nejezchleb,  
Deputy Director General for Infrastructure  
Modernization**

**[TO BE COMPLETED BY THE CONTRACTOR]**

*Annex No. 1 – Competition entry on digital media and requirements for the adjustment of the competition entry*

*[Note of the Client: to be completed upon signing the Contract]*

**Requirements for the adjustment of the competition entry according to Article 1.1, letter (b) of the Contract and conditions of the construction site:**

**[TO BE COMPLETED BY THE CLIENT WITHIN THE NPWP BEFORE SUBMITTING THE CONTRACTOR'S PROPOSAL]**

***Annex No. 2 – Minimum scope of the Project Preparation, minimum scope and detail of the Architectural study and of the Planning Permit Documentation***

**A. Minimum scope of the Project Preparation**

- evaluation of the underlying materials submitted by the Client to the Contractor for the purposes of fulfilling the Contract and possible specification of the necessary project underlying materials;
- analysis of the Construction area (inspection of the place of the future Construction, verification of the regulatory conditions of the area)

**B. Minimum scope and detail of the Architectural Study**

**[TO BE COMPLETED WITHIN THE NPWP BEFORE SUBMITTING THE CONTRACTOR'S PROPOSAL AFTER MUTUAL AGREEMENT OF THE PARTIES]**

**C. Minimum scope and detail of the Planning Permit Documentation**

- the project documentation to the application for the issuance of the planning permit about the location of the building shall be compiled to the extent specified in Annex No. 1 to Decree No. 499/2006 Coll., on the documentation of buildings, as amended, incl. its amendments by Decree No. 62/2013 Coll., on the documentation of buildings and possible other later regulations.

### ***Annex No. 3 – Scope and structure of the Cost Estimate***

According to Article 2.3 of the Contract, the Architectural Study and the Planning Permit Documentation must be compiled so that the indicative item estimate for the execution of the Construction meets the required investment in the Construction in the total maximum amount of CZK 780,000,000 excluding VAT.

For the purposes of compiling an indicative item estimate, the Contractor shall use the price list of the Institute of Rationalization in Construction Prague valid on the day of submission of the competition entries within the Competition for Design.

The Contractor is obliged to submit to the Client the draft of the Architectural Study (in the stage of the First Draft of the Architectural Study and the Fair Copy of the Architectural Study) and the draft of the Planning Permit Documentation (in the stage of the First Draft of the Planning Permit Documentation and the Fair Copy of the Planning Permit Documentation) always at the same time item also the item control budget compiled according to the price list of the Institute of Rationalization in Construction Prague valid as of the day when the Client is submitted the given version of the Architectural Study or of the Planning Permit Documentation.

#### ***Structure of the Cost Estimate***

**TO BE COMPLETED BY THE CLIENT BEFORE SIGNING THE CONTRACT**

**Annex No. 4 – Proposal price and payment schedule by individual activities**

**[Note of the Client for the purposes of submitting the Contractor's proposal: The Contractor shall add the proposal prices to the model of this Annex.]**

Price breakdown	Moment of invoicing	Price of partial performance without VAT
Ensuring the Project Preparation within the meaning of Article 1.1 (a) of the Contract	After termination of the provision of the activity	CZK <b>[TO BE COMPLETED BY THE CONTRACTOR]</b>
Preparation of the Architectural Study pursuant to Article 1.1 (b) of the Contract	After submission of the First Draft of the Architectural Study	CZK <b>[TO BE COMPLETED BY THE CONTRACTOR]</b> Maximum 50% of the price for this partial performance
	After submission of the Fair Copy of the Architectural Study removal of all its defects claimed by the Client	CZK <b>[TO BE COMPLETED BY THE CONTRACTOR]</b> Maximum 25% of the Price pursuant to Article 10.1 of the Contract
Preparation of the Planning Permit Documentation pursuant to Article 1.1 (c) of the Contract	After submission of the First Draft of the Planning Permit Documentation	CZK <b>[TO BE COMPLETED BY THE CONTRACTOR]</b> Maximum 50% of the price for this partial performance
	After submission of the Fair Copy of the Planning Permit Documentation and removal of all its defects claimed by the Client	CZK <b>[TO BE COMPLETED BY THE CONTRACTOR]</b>
Consulting activity pursuant to Article 1.1 (d) of the Contract	After the calendar month in which the given activity was provided	CZK <b>[TO BE COMPLETED BY THE CONTRACTOR]</b> for 400 hours of the consulting activity  Maximum CZK <b>[TO BE COMPLETED BY THE CLIENT WITHIN THE NPWP]</b> for one hour of the consulting activity  This price covers the consulting activity in the total extent of maximum 400 hours.



Cooperation in selection of the suppliers pursuant to Article 1.1 (e) of the Contract	After the calendar month in which the given activity was provided	<p><b>CZK [TO BE COMPLETED BY THE CONTRACTOR]</b>  <b>for 15 hours of cooperation in the selection of suppliers</b></p> <p><b>Maximum CZK [TO BE COMPLETED BY THE CLIENT WITHIN THE NPWP]</b>  <b>for one hour of cooperation in the selection of suppliers</b></p> <p>This price covers cooperation in the selection of suppliers in the total scope of maximum 15 hours</p>
<b>TOTAL PRICE</b>	-	<b>CZK [TO BE COMPLETED BY THE CONTRACTOR]</b>
<b>PRICE FOR INDIVIDUAL OPTIONAL PARTIAL PERFORMANCES PROVIDED ONLY ON THE BASIS OF THE CLIENT'S INSTRUCTION:</b>		
Extra work due to the Change of the Subject of the Performance	According to the agreement between the Parties	<p>Unless the Parties of the Contract agree otherwise, the price shall not exceed</p> <p><b>CZK [TO BE COMPLETED BY THE CLIENT WITHIN THE NPWP]</b> without VAT  <b>for one hour of cooperation of the Contractor</b></p>
Consulting activity pursuant to Article 1.1 (d) of the Contract	After the calendar month in which the given activity was provided	<p><b>CZK [TO BE COMPLETED BY THE CONTRACTOR]</b>  <b>for one hour of the consulting activity after exceeding 400 hours of the consulting activity</b></p> <p><b>Maximum CZK [TO BE COMPLETED BY THE CLIENT WITHIN THE NPWP]</b>  <b>for one hour of the consulting activity</b></p>
Cooperation in selection of the suppliers pursuant to Article 1.1 (e) of the Contract	After the calendar month in which the given activity was provided	<p><b>CZK [TO BE COMPLETED BY THE CONTRACTOR]</b>  <b>for one hour of cooperation in the selection of suppliers after exceeding 15 hours</b></p> <p><b>Maximum CZK [TO BE</b></p>

		<p><b>COMPLETED BY THE CLIENT WITHIN THE NPWP] for one hour of cooperation in the selection of suppliers</b></p>
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#### *Annex No. 5 – Schedule of the Contractor's activities*

*[Note of the Client for the purposes of submitting the Contractor's proposal: As a part of its proposal, the Contractor shall submit a Schedule of the Contractor's activities, which shall include the determination of the duration of individual activities. This schedule shall mark the beginning of the work as "T", i.e. not by a specific date. Duration of individual work shall always be calculated as e.g. "T + 1 week". Prior to conclusion of this Contract between the Client and the Contractor, this Annex shall be adjusted by the Contractor, so that time "T" is replaced by a specific date of commencement of the performance under this Contract.]*

*The Contractor shall announce binding deadlines for the following performance of the Contractor:*

*1) Preparation of the First Draft of the Architectural Study*

*by [TO BE COMPLETED BY THE CONTRACTOR BEFORE SIGNING THE CONTRACT]*

*2) Preparation of the Fair Copy of the Architectural Study*

*by [TO BE COMPLETED BY THE CONTRACTOR BEFORE SIGNING THE CONTRACT]*

*3) Preparation of the First Draft of the Planning Permit Documentation*

*by [TO BE COMPLETED BY THE CONTRACTOR BEFORE SIGNING THE CONTRACT]*

*4) Preparation of the Fair Copy of the Planning Permit Documentation*

*to [TO BE COMPLETED BY THE CONTRACTOR BEFORE SIGNING THE CONTRACT] – the Client assumes that the preparation of the Fair Copy of the Planning Permit Documentation will be required no later than by 06/2021 inclusive. The exact final deadline for the preparation of the Fair Copy of the Planning Permit Documentation shall be known after the conclusion of the contract between the Client and the Chief Designer for preparation of the Planning Permit Documentation for the Rail Project. The conclusion of this contract between the Client and the Chief Designer is expected by the end of 09/2020.*

*The addition of other suitable terms of performance of the Contract are left to discretion of the Contractor.*

*Annex No. 6 – List of underlying materials submitted to the Contractor by the Client for the purposes of the performance of the Contract including Client’s internal regulations*

**TO BE COMPLETED BY THE CLIENT BEFORE SIGNING THE CONTRACT**