

**CONTRACT FOR THE CREATION
OF THE ARCHITECTURAL STUDY
AND THE PERFORMANCE OF RELATED
ACTIVITIES**

PARTIAL PROJECT AND CONSULTATION WORK ON THE PROJECT
"RAILWAY BRIDGES UNDER VYŠEHRAĐ"

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 THE CREATION OF THE ARCHITECTURAL STUDY AND THE 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 Rail Modernisation
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 a “**Party**”)

PREAMBLE

WHEREAS

- (A) The Client wishes to ensure the completion of the work consisting in the provision of performance specified in Article 1.1 of the Contract in relation to the project of the design of a railway junction across the Vltava River in Prague at the border of the cadastral areas of Vyšehrad and Nové Město, and continuing to the left bank of Vltava in the cadastral area of Smíchov (the "**Project**"), where the Project includes especially a design of the newly required bridging of Vltava with three tracks and the resolution of all ties in the area with the establishment of a new railway station (with assumed name Prague-Výtoň) on the right bank of Vltava and maintaining pedestrian and bicycle routes across Vltava using this new bridging at the place of the existing railway bridge at ev. km 3,390 Vyšehrad Garage I, the bridge at ev. km 3,415 Vyšehradská, the bridge at ev. km 3,470 Vyšehrad Garage II, the bridge at ev. km 3,545 Vytoň, the bridge at ev. km 3,706 Pod Vyšehradem, the modifications around these structures and their integration into the landscape and the related technical infrastructure (the "**Construction**");
- (B) With regard to the above, the Client has initiated the procurement procedure with a competitive dialogue "*Railway bridges under Vyšehrad*" (the "**Competitive Dialogue**") in accordance with Section 68 of Act No. 134/2016 Coll., on public procurement, as amended ("**PPA**"). On **[TO BE COMPLETED BEFORE THE CONCLUSION OF THE CONTRACT]**, the Notice of the Initiation of the Tender Procedure (Competitive Dialogue) "*Railway Bridges under Vyšehrad*" was published in the Public Procurement Journal under registration number **[TO BE COMPLETED BEFORE THE CONCLUSION OF THE CONTRACT]** and in the Official Journal of the European Union under registration number **[TO BE COMPLETED BEFORE THE CONCLUSION OF THE CONTRACT]**;
- (C) In the Competitive Dialogue, the Client decided that the tender submitted by the Contractor in the Competitive Dialogue is the most advantageous tender for the Client;
- (D) The Contractor is ready to provide the Client with the performance specified in more detail in Article 1.1 [Subject of the Contract] below and is aware of the fact that the Architectural Study according to Article 1.1. a) of the Contract shall be the basis for a separate tender procedure for the selection of the contractor or contractors of the individual stages of the project documentation (the "**Chief Designer**"). Based on the contract concluded with the Client, the Chief Designer shall subsequently, on the basis of the Architectural Study, process for the Client the individual stages of the project documentation for the Project (the "**Project Contract**");
- (E) 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 Contractor's obligation to prepare and/or to provide the Client with:

- (a) **finalization of the design**, which was part of the Contractor's tender in the Competitive Dialogue, to the extent and with the details specified in Article 2 of the Contract and in *Annex 2*. When finalizing the design, the Contractor is bound by the design submitted by the Contractor within the Competitive Dialogue, which is a part of this Contract as its *Annex No. 1/A*, and by the Client's requirements for adjustment of the Contractor's design set out in *Annex No. 1/B* (the "**Architectural Study**");

(b) **consulting activity:**

- (i) professional consultations provided to the Client and/or through the Client to the Chief Designer in the preparation of individual stages of the project documentation of the Project in connection with the Architectural Study prepared by the Contractor;
- (ii) providing cooperation in the performance of the Author Supervision of the designer pursuant to Section 152 (4) of Act No. 183/2006 Coll., on Land Use 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 Architectural Study; as these activities are specified in more detail in Article 5.2 of the Contract;
- (iii) providing cooperation in the selection of the Chief Designer within the relevant tender procedure;

(“**Consulting Activity**”).

1.2 Purpose of the Contract

The purpose of this Contract is especially to ensure the proper compilation of the Architectural Study, and the proper provision of the Consulting Activity, so that the final Construction is, based on the Architectural Study and subsequent project documentation provided by the Chief Designer in cooperation with the Contractor, designed in accordance with the requirements stipulated by legal regulations, in particular but not exclusively, in accordance with the relevant regulations and underlying materials 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 railway bridges under Vyšehrad and their proper and safe transport connection to the connecting high-speed track, as well as their interconnection with other connecting means of transport, and so that the construction of the railway bridges under Vyšehrad can be used at optimal operating costs for the required lifetime.

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. In the case of personal negotiations between the Client and the Contractor, where the Contractor's team will include a person who will not be able to communicate with the Client in the Czech language, the Client admits that such negotiations include, on the Contractor's side, also a translator into Czech. The costs of providing the services of the translator shall be borne by the Contractor.

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 request to participate submitted by the Contractor in the Competitive Dialogue, 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 tendering terms and conditions of the Competitive Dialogue. The Contractor is entitled, in exceptional and objectively justifiable cases, to change these natural persons only with the written consent of the Client. A necessary condition for a change of a person, through whom the Contractor demonstrated the fulfilment of the qualification prerequisites within the Competitive Dialogue, is that the Contractor submits, as a part of its notification of the change of this person, the originals or officially certified copies of the documents proving the qualification of the newly proposed person, namely at least in the scope required in the tendering terms and conditions of the Competitive Dialogue. 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 becomes effective only once the written consent of the Client has been issued. The change of these persons under the above conditions is not considered a change of the Contract.

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 BY THE CLIENT BEFORE SIGNING THE CONTRACT]
Mailing address: [TO BE COMPLETED BY THE CLIENT BEFORE SIGNING THE CONTRACT]
Phone: +420 [TO BE COMPLETED BY THE CLIENT BEFORE SIGNING THE CONTRACT]
E-mail: [TO BE COMPLETED BY THE CLIENT BEFORE SIGNING THE CONTRACT]

- Representative of the Client in charge of technical matters:

Name: [TO BE COMPLETED BY THE CLIENT BEFORE SIGNING THE CONTRACT]
Mailing address: [TO BE COMPLETED BY THE CLIENT BEFORE SIGNING THE CONTRACT]
Phone: +420 [TO BE COMPLETED BY THE CLIENT BEFORE SIGNING THE CONTRACT]

E-mail: [TO BE COMPLETED BY THE CLIENT BEFORE SIGNING THE CONTRACT]

(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 IN THE TENDER]

Mailing address: [TO BE COMPLETED BY THE CONTRACTOR IN THE TENDER]

Phone: [TO BE COMPLETED BY THE CONTRACTOR IN THE TENDER]

E-mail: [TO BE COMPLETED BY THE CONTRACTOR IN THE TENDER]

Representative of the Contractor in charge of technical matters:

Name: [TO BE COMPLETED BY THE CONTRACTOR IN THE TENDER]

Mailing address: [TO BE COMPLETED BY THE CONTRACTOR IN THE TENDER]

Phone: [TO BE COMPLETED BY THE CONTRACTOR IN THE TENDER]

E-mail: [TO BE COMPLETED BY THE CONTRACTOR IN THE TENDER]

(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. PROJECT PREPARATION AND ARCHITECTURAL STUDY

2.1 Basic requirements for the Architectural Study

The Contractor is obliged to prepare the Architectural Study in accordance with the design submitted in the tender by the Contractor within the Competitive Dialogue and in accordance with the Client's comments regarding the finalization of the design according to *Annex No. I/B*, while each subsequent version of the Architectural Study shall be based on the previous Architectural Study version approved by the Client.

The Architectural Study must fully respect both the fact that the Construction of the Railway Bridges under Vyšehrad serves for the operation of rail transport, as well as the given location, i.e. it must fully respect the place of the Construction and its specific conditions, which are defined in *Annex No. I/B*, 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 Competitive Dialogue 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) to the Client 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*.

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 (TSR), and of those internal guidelines of the Client, which are listed in *Annex No. 6* (the "**internal guidelines of the Client**").

2.2 Adherence to the Maximum amount of Required Investments

The Architectural Study 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, complies with the required investment in the Construction in the total maximum amount of **CZK 1,500,000,000 without VAT**.

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

- (a) all railway bridges (track body itself, including bridge structures);
- (b) establishment of a new railway station;
- (c) footbridges for pedestrians and cyclists;
- (d) modifications in the vicinity of these constructions and their integration into the area concerned.

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 2.2.

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.

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 2.2 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 2.2 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.

2.3 First Draft of the Architectural Study

The Contractor shall compile and submit to the Client the First Draft of the Architectural Study, which shall be based on the design submitted by the Contractor within the Competitive Dialogue, reflect all the Client's comments regarding the Contractor's design according to *Annex No. 1/B*

and shall be prepared in accordance with *Annex No. 2*, 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* 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 provision is considered a defect of the First Draft of the Architectural Study pursuant to Article 2.9 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*.

2.4 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.

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 a meeting of the Parties is convened and unless otherwise agreed between the Parties, the meeting shall take place at the Client's registered office. 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 2.5 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).

2.5 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 2.4 of the Contract shall be incorporated, unless it has been decided otherwise in accordance with the procedure under Article 2.4 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* 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 2.9 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 2.4 of the Contract.

2.6 Approval of the Architectural Study by the Client

Both the First Draft of the Architectural Study and 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.

2.7 Binding Nature of Deadlines for the Provision of Performance

The deadlines for the preparation and submission of the individual parts of the performance under the Contract set out in *Annex No. 5* may be, in accordance with the relevant provisions of the PPA, extended without imposing a sanction, with the prior written consent of the Client, only 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. No extension of the deadlines must have 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 part of the Client, is sufficient.

2.8 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 Architectural Study in the Client's registered office, unless the Parties agree otherwise in writing (by agreement of the Parties, the inspection days may be held by way of an online meeting of the Parties). At the inspection days, the Representative of the Contractor and the Representative of the Client shall check and review the progress of the work, and the Client shall approve the parts of the Architectural Study 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 Architectural Study, the suggested materials or technologies are not approved by the Client in writing and are performed in contradiction with the Contract, then the Contractor is obliged to rework the Architectural Study, the suggestions for materials or technologies free of charge according to the Client's instructions. The approval of a part of the relevant Architectural Study 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 requires, by procedure according to this paragraph, the use of materials and technologies that increase the maximum amount of the required investments under Article 2.2 of the Contract, this fact shall be borne by the Client, and the Contractor has not violated the provisions of Article 2.2 of the Contract.

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

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, the Contractor is further obliged, if requested so by the Client, to participate in the inspection days and discussions, which shall take place on the basis of the Project Contract concluded with the Chief Designer; this activity is the Consulting Activity pursuant to Article 1.1 (b) (i) of the Contract.

2.9 Defects in the Architectural Study

The Contractor is obliged to compile the Architectural Study 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 nature and scope as the Construction of the Railway Bridges under Vyšehrad.

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

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 a defect in the Architectural Study, the Parties have agreed that the Client has the right to claim the removal of any defect and the Contractor has the obligation to remove such defects free of charge. The Contractor commits to remove any defects in the Architectural Study 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 Architectural Study, the Contractor is obliged to compile the Architectural Study, or its relevant part, again, at its own expense, or is obliged to provide the Client with a reasonable discount from the price of the Architectural Study 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 2.9 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 ARCHITECTURAL STUDY 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 stated below in this Article 3.1 of the Contract, to the First Draft of the Architectural Study or to the Fair Copy of the Architectural Study 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 execution, made within the Consulting Activity under Article 1.1 (b) of the Contract, and under Article 5 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, 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 or to the Fair Copy of the Architectural Study, (depending on the circumstances) already at the moment, when the Client pays to the Contractor a proportionate part of the Price for this partial performance corresponding to the value of that part of the Architectural Study which is flawless and non-disputed by the Parties (depending on the 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 the ownership right under the Contract to each version of the Architectural Study (the First Draft of the Architectural Study and the Fair Copy of the Architectural Study) and to any unfinished part thereof, including all outputs, regardless of the form of their execution, produced within the Consulting Activity pursuant to Article 5 of the Contract and any other performance created by the Contractor or by third parties (especially the Contractor's subcontractors) in favour 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 Article 9.1 of the Contract.

By concluding this Contract, the Contractor explicitly agrees that, after taking over the Architectural Study (or its part), the Client is entitled to freely dispose of such Architectural Study 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 Architectural Study. The Contractor shall not be responsible for changes and adjustments to the Architectural Study 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 Architectural Study 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 Architectural Study in writing, and if the Contractor notifies so the Client in writing within fourteen (14) days, the Client shall not be entitled in respect of such amended Architectural Study or a part thereof to thereafter mention the Contractor as the author of the original Architectural Study.

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 Architectural Study, nor any other performance provided by the Contractor on the basis of the Contract has or will have any legal defects and no third party is or will be entitled to claim any ownership or other right to it, except where such entitlement arises from legal regulations and where such legal claims could not have been 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 utilise 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 Architectural Study (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.

The Consulting 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.

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 the information and underlying materials necessary for proper provision of the Consulting Activity, while these 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 according to Article 5.1 of the Contract for the entire duration of the Contract, during the compilation of the Architectural Study, as well as after submission thereof until the issuance of an occupancy permit or an occupancy permit decision.

The Contractor is entitled, within the provision of the Consulting Activity in accordance with Article 5 of the Contract, to perform the Author Supervision under the Copyright Act; this is without prejudice to Article 3 of the Contract.

For defects of the Consulting Activity, the provision of Article 2.9 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 Architectural Study. 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 Architectural Study, and notifying the Client of any defects identified in the workshop and assembly documentation;
- (ii) review of the Construction execution in accordance with the Architectural Study, including notification of the Client of the defects identified during the Construction execution;
- (iii) approval of changes and deviations from the Architectural Study and, to the extent in which these changes and deviations affect the parts of the Project documentation based on the Architectural Study, 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 Construction's Contractor, 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 the inspection days together with the Construction's Contractor at least once a month, 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 Construction's Contractor.

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 a) the acceptance of this instruction, b) 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 7.3 of the Contract, nor during the interruption of the construction activity of the Construction's Contractor.

5.3 Cooperation in the Selection of the Chief Designer

As part of the performance of the Consulting Activity, the Contractor commits, according to the Client's instruction, to cooperate with the Client in selecting the Chief Designer in the relevant tender procedure, where the selection of the Chief Designer includes also a repetition of this tender procedure due to its cancellation or termination of the contract concluded with the contractor originally 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 realization of possible preliminary market consultation – expert advisory in formulating professional questions of the Client (Contracting Authority) related to the Architectural Study, which shall be addressed to potential suppliers, and also professional advisory in the subsequent evaluation of the answers obtained within the preliminary market consultation;
- (ii) in the phase of elaboration of the tendering conditions of the public contract for the selection of the Chief Designer – 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, 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);
- (vi) professional advisory in possible administrative proceedings conducted 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).

5.4 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 9 to the maximum extent specified in *Annex No. 4*, i.e. 400 hours. Beyond the maximum extent of the performance according to the previous sentence, further performance is considered extra work, which shall be paid in excess of the Price pursuant to Article 9 of the Contract, namely for each quarter-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 and after agreeing on a written statement of the Consultancy Activities provided, indicating the number of hours of the Consultancy Activities performed and their subject matter. The Client shall be obliged to approve the statement of the Consultancy Activities provided and/or to communicate its objections to its content within a maximum period of seven (7) days from its submission. If the Client does not approve the statement of the Consultancy Activities within this period or does not communicate its objections to the contents within this period, it shall be deemed to have approved the statement of the Consultancy Activities. The approved statement of Consultancy Services shall be attached to the invoice to which it relates.

5.5 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 Architectural Study 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. GENERAL OBLIGATIONS OF THE CLIENT

6.1 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 railway bridges under Vyšehrad and land on which the railway bridges under Vyšehrad are 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 9.1 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 9.1 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 6.1 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.

6.2 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 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.

6.3 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.

6.4 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 Architectural Study, and for proper and timely provision of the Consulting Activity, 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.

7. GENERAL OBLIGATIONS OF THE CONTRACTOR

7.1 Professional Care

The Contractor commits to prepare the Architectural Study and to provide the Consulting Activity 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, the 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.

7.2 The Client's Instructions

The Contractor shall compile the Architectural Study 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 2.8 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 7.2, 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 7.2.

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 2.2 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 fulfilment, the maximum amount of the investment pursuant to Article 2.2 of the Contract is exceeded, and the Contractor is not entitled to refuse to execute the instruction for this reason; 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 Architectural Study pursuant to Article 2.9 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, upon the Client's instruction, to remove these deficiencies without delay and without the right to increase the Price or any of its components according to Article 9.1 of the Contract, as well as without the right to extend the change of deadlines according to *Annex No. 5*.

7.3 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 12 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.

7.4 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.

7.5 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 Contractor's performance, indication of the part of the Contractor'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 fulfilment of qualification prerequisites within the Competitive Dialogue, 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 demonstrated the qualification through 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.

7.6 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 fulfil 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 7.6. 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.

7.7 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 Architectural Study and during the execution and commissioning of the Construction, 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 favour 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 and/or suppliers. The Contractor is obliged to ensure that commissions or payments from third parties are received neither by its employees, nor by other persons authorised 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 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.

The Contractor undertakes not to favour or disadvantage certain suppliers or products in the performance of this Contract by imposing technical conditions pursuant to Section 89(1) of the PPA by direct or indirect reference (i.e. also in the form of "e.g.") to certain suppliers or products or patents for inventions, utility models, trademarks or appellations of origin. References according to the previous sentence may only be used by the Contractor in accordance with Section 89(6) of the PPA.

7.8 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.

7.9 Health and Safety at Work

The Contractor is obliged to comply with the legal regulations in the field of safety and health protection when performing the Auxiliary Author's Supervision (and, if relevant, also during the Contractor's other performance under the Contract). The Contractor shall also ensure compliance with these obligations by all its subcontractors. In particular, but not exclusively, the Contractor shall:

- (a) comply with all applicable technical standards and legislation relating to occupational health and safety, including technical standards and legislation relating to fire protection that apply to the Project;
- (b) use persons who are professionally and medically qualified and properly trained in occupational safety and health regulations to carry out the work;
- (c) ensure own supervision of work safety and continuous control at workplaces;
- (d) not to use the Client's equipment without the Client's written consent;

- (e) in the event of an accident at work of a Contractor's employee at the Construction site, investigate and draw up a record of the accident, ensure delivery of this record and inform the relevant administrative authorities in accordance with the legal regulations and inform the Client in writing of the accident on the next working day at the latest;
- (f) to use the protective and medical equipment required by law and to ensure that all persons involved in the performance of the Contract comply with this obligation and, if required by law, to ensure that health tests are carried out on persons involved in the performance of the Contract;
- (g) to submit to, or ensure that its employees or subcontractors submit to, an alcohol or substance abuse screening test at the request of an authorised representative of the Client.

8. CHANGES OF THE SUBJECT OF THE PERFORMANCE OF THE CONTRACTOR

8.1 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.

8.2 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 9 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.

8.3 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 9 (including an overview of all costs or savings), the impacts on the fulfilment 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 9.

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.

9. PRICE AND PAYMENT TERMS

9.1 Price

For preparation of the Architectural Study, provision of the Consulting Activity 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) compilation of the Architectural Study;
- (b) execution of the Consulting Activity in the extent of 400 hours;

The Price includes all expenses, payments or costs incurred by the Contractor in connection with the compilation of the Architectural Study (including the 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. 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 Architectural Study is included in the Price.

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

9.2 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.

Payment of the amount due shall be made by cashless bank transfer to the account specified in this Contract and on the relevant invoice. The amount shall be paid by crediting the relevant amount to the Contractor's payment service provider's account. 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 (for legal entities), or by an officially certified document if the Contractor is a natural person, unless such Contractor also has their own active 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.

10. CONTRACTUAL PENALTIES

10.1 Delays in Delivery of the Architectural Study

In the event of a delay in the delivery of the First Draft of the Architectural Study and/or the Fair Copy of the Architectural Study within the deadlines set by this Contract the Contractor shall pay to the Client a contractual penalty in the amount of CZK 20,000 for each started day of the delay in the delivery of the relevant part of the Architectural Study.

10.2 Delay in the Provision of the Consulting Activity and the Auxiliary Author Supervision pursuant to Article 5.2 point (vi) of the Contract

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 case of the delay with the provision of the Consulting Activity and for each started day of the delay.

In the event of unexcused non-participation of the Contractor in the ordered inspection day pursuant to 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.

10.3 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 Architectural Study according to Article 2.9 of this Contract.

10.4 Violation of the Obligation regarding Subcontractors

For each individual violation of the Contractor's obligation set out in Article 7.5 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).

10.5 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.

10.6 Construction Price Increase due to Defects of the Architectural Study

The Parties have agreed that any increase in the price of the Construction due to a defect in the Architectural Study 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 Architectural Study. The Contractor is not obliged to compensate for this damage if the Contractor proves that it could not have prevented the defect in the Architectural Study even with the professional care that can be justifiably requested from the Contractor.

10.7 Cancellation of the Tender Procedure due to Defects of the Architectural Study

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 Architectural Study or its part, the tender procedure for the selection of the Chief Designer is cancelled. The Contractor is not obliged to pay the contractual penalty if the Contractor proves that it could not have prevented the defect in the Architectural Study even with the professional care that can be justifiably requested from the Contractor.

10.8 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 7.6 of this Contract. This is without prejudice to the Client's right to compensation for damages.

10.9 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 11.4 of this Contract.

10.10 Failure to Comply with the Maximum Amount of the Investment

The Contractor is obliged to pay to 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 version of the Architectural Study (i.e. the First Draft of the Architectural Study and the Fair Copy of the Architectural Study) which, in violation of Article 2.2 of the Contract, will not comply with the maximum amount of the investment in the Construction. If the Contractor does not remove the defect of the Architectural Study consisting in non-compliance with the maximum amount of the investment in the Construction even (depending on the circumstances) in the Fair Copy of the Architectural Study, despite being requested to do so by the Client within the Client's comments, the Contractor is obliged to pay to the Client, in addition to the contractual penalty pursuant to

the previous sentence, also a contractual penalty in the amount of CZK 50,000 (in words: fifty thousand Czech crowns) for each such individual case of violation of the obligation under Article 2.4 of the Contract (depending on the circumstances).

10.11 Joint Provisions Regarding Contractual Penalties

The contractual penalties pursuant to this Article 10 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 10 of the Contract against any due invoice from the Contractor.

The total amount of the contractual penalties, for the payment of which the Contractor would be obliged according to this Article 10 of the Contract, shall not exceed the amount of the Contractor's insurance indemnity limit pursuant to Article 11.4 of the Contract.

11. LIABILITY AND INSURANCE

11.1 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 Architectural Study 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 7.2 of this Contract.

Approval of the Architectural Study, 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 Architectural Study. This is without prejudice to Article 7.2 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.

11.2 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 party claims against the Client, and which arose in connection with a defect in the Architectural Study or by violation of the Contractor's obligations 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 Architectural Study or with a 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 Architectural Study 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 a 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.

11.3 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 (the "**force majeure**"), or that the work was interrupted on the basis of an instruction of the Client pursuant to Article 7.2 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, which 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.

11.4 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 fulfil its obligations arising from the insurance contract, in particular to pay premiums and to fulfil 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.

12. CONTRACT TERMINATION

12.1 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 7.7, 11.4, 12.1 and 12.3 of this Contract.

12.2 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 fulfil 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 fulfil its obligations under this Contract for any reason;
- (c) the Project Contract has been terminated;
- (d) the project of the Construction of the railway bridges under Vyšehrad 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 7.3 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.

12.3 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 9 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 10.5 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 7.3 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.

12.4 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.

12.5 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 Architectural Study, the Consulting Activity 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 Architectural Study, the 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 Architectural Study, the 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.

12.6 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 fulfilment 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 rate of their completion and usability to fulfil 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 12.5 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 12.5 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*.

12.7 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 fourteen (14) business days of receiving a written reminder from the Client, the Client is entitled to ensure fulfilment 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 fulfilment of the Contractor's obligations through another person pursuant to this Article 12.7 has no effect on the assessment of the Contractor's delay in fulfilling its obligations.

12.8 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 Architectural Study, provision of the Consulting Activity and other performance under the Contract, without any restrictions of the way of utilization of the Architectural Study 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.

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 12.8 only under condition that it has paid to the Contractor for all submitted performance to which the Contractor is entitled pursuant to Article 12.5 of the Contract.

13. FINAL PROVISIONS

13.1 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").

13.2 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.

13.3 Governing Law

This Contract shall be governed by and interpreted in accordance with 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.

13.4 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 unfavourable 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. 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.

13.5 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.

13.6 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 design in *Annex No. 1/A*;
- (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;
- (d) If this Contract is not sent for publication and/or published through the register of contracts, neither Party shall be entitled to claim from the other Party compensation for any damage or other injury which it may suffer or incur in connection therewith.

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.

13.7 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.

13.8 Severability

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.

13.9 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.

13.10 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.

13.11 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.

13.12 Limitation

The Parties agree that the limitation of the rights arising from articles 2.9, 10.1, 10.2, 10.3, 10.4, 10.6, 10.7, 10.8, 10.9, 11.1 and 11.2 shall last fifteen (15) years and that this period runs from the date on which the right could be exercised for the first time.

13.13 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.

13.14 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.

13.15 List of Annexes

The following Annexes constitute an integral part of this Contract:

- 1) *Design on digital carrier and requirements for modification of the design;*
- 2) *Minimum scope and detail of the Architectural Study;*
- 3) *Scope and structure of the Cost Estimate;*
- 4) *Tender 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 performance of the Contract, including the internal guidelines of the Client.*

13.16 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 ADDED BEFORE THE CONTRACT IS SIGNED]**

On behalf of the Contractor:

Place: **[TO BE ADDED BY CONTRACTOR**

BEFORE SIGNING THE CONTRACT]

Date: **[TO BE ADDED BY CONTRACTOR**

BEFORE SIGNING THE CONTRACT]

Ing. Mojmír Nejezchleb,
Deputy Director General for Rail Modernisation

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

Annex No. 1 –Design on a Digital Carrier and Requirements for Modification of the Design

A. [TO BE COMPLETED BY THE CLIENT SUBJECT TO THE RESULT OF THE COMPETITIVE DIALOGUE]

B. Requirements for modification of the design according to Article 1.1 (a) of the Contract:

[TO BE COMPLETED BY THE CLIENT BEFORE SIGNING THE CONTRACT BASED ON THE RESULT OF THE COMPETITIVE DIALOGUE]

Annex No. 2 – Minimum Scope and Detail of the Architectural Study

- **Basic content of the First Draft Architectural Study**

[TO BE ADDED BY THE CLIENT IN THE COURSE OF THE COMPETITIVE DIALOGUE]

- **Format of the First Draft Architectural Study**

TEXT PART:

[TO BE ADDED BY THE CLIENT IN THE COURSE OF THE COMPETITIVE DIALOGUE]

GRAPHIC PART:

[TO BE ADDED BY THE CLIENT IN THE COURSE OF THE COMPETITIVE DIALOGUE]

DIGITAL PART:

[TO BE ADDED BY THE CLIENT IN THE COURSE OF THE COMPETITIVE DIALOGUE]

- **Basic content of the Fair Copy of the Architectural Study**

[TO BE ADDED BY THE CLIENT IN THE COURSE OF THE COMPETITIVE DIALOGUE]

- **Format of the Fair Copy of the Architectural Study**

TEXT PART:

[TO BE ADDED BY THE CLIENT IN THE COURSE OF THE COMPETITIVE DIALOGUE]

GRAPHIC PART:

[TO BE ADDED BY THE CLIENT IN THE COURSE OF THE COMPETITIVE DIALOGUE]

DIGITAL PART:

[TO BE ADDED BY THE CLIENT IN THE COURSE OF THE COMPETITIVE DIALOGUE]

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

According to Article 2.2 of the Contract, the Architectural Study must be prepared in such a way that the Cost Estimate for the implementation of the Construction complies with the required investment for the Construction in the maximum total amount of CZK 1,500,000,000 excluding VAT.

For the purpose of preparing the Cost Estimate, the Contractor shall **use the price list of ÚRS Praha valid on the date of submission of the tender within the Competitive Dialogue.**

The Contractor is obliged to submit to the Client, together with the draft Architectural Study (in the version of the First Draft of the Architectural Study and the Fair Copy of the Architectural Study), a revised cost estimate **according to the price list of ÚRS Praha valid on the date when the given version of the Architectural Study is handed over to the Client.** For the avoidance of doubt, it shall not be a breach of Article 2.2 if the revised cost estimate exceeds the required investment for the Construction in the total maximum amount of CZK 1,500,000,000 excluding VAT pursuant to Article 2.2 of the Contract.

Structure of the Cost Estimate

[TO BE COMPLETED BY THE CLIENT IN THE COURSE OF THE COMPETITIVE DIALOGUE]

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

Price breakdown	Moment of invoicing	Price of partial performance without VAT
Preparation of the Architectural Study pursuant to Article 1.1 (a) of the Contract	After submission of the First Draft of the Architectural Study	CZK [TO BE ADDED BY THE CONTRACTOR IN THE TENDER] <i>Maximum 50% of the total price for the item - preparation of the Architectural Study within the meaning of Article 1.1 (a) of the Contract</i>
	After submission of the Fair Copy of the Architectural Study and after removal of all its defects claimed by the Client	CZK [TO BE ADDED BY THE CONTRACTOR IN THE TENDER]
Consulting Activity pursuant to Article 1.1 (b) of the Contract	After the calendar month, in which the given activity was provided	CZK [TO BE ADDED BY THE CONTRACTOR IN THE TENDER] for 400 hours of the consulting activity Maximum CZK 1,500 for one hour of the Consulting Activity This price covers the Consulting Activity in the total extent of maximum 400 hours.
TOTAL PRICE	-	CZK [TO BE COMPLETED BY THE CONTRACTOR IN THE TENDER]
PRICE FOR INDIVIDUAL OPTIONAL PARTIAL PERFORMANCES PROVIDED ONLY ON THE BASIS OF THE CLIENT'S INSTRUCTION:		
Extra work due to the Change of the Subject of the Performance	According to the agreement between the Parties	Unless the Parties to the Contract agree otherwise, the price shall not exceed CZK 1,500 without VAT for one hour of activity of the Contractor
Consulting Activity pursuant to Article 1.1 (b) of the Contract	After the calendar month, in which the given activity was provided	CZK [TO BE COMPLETED BY THE CONTRACTOR IN THE TENDER] <i>for one hour of the consulting activity after exceeding 400 hours of the Consulting Activity</i> <i>Maximum CZK 1,500 for one hour of the Consulting Activity</i>

Annex No. 5 – Schedule of the Contractor's activities

[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 ADDED BY THE CONTRACTOR SUBJECT TO THE RESULT OF THE COMPETITIVE DIALOGUE/

2) Preparation of the Fair Copy of the Architectural Study

by [TO BE ADDED BY THE CLIENT IN THE COURSE OF THE COMPETITIVE DIALOGUE/

Annex No. 6 – List of underlying materials submitted to the Contractor by the Client for the purposes of performance of the Contract, including the internal guidelines of the Client

[TO BE COMPLETED BY THE CLIENT DURING THE COMPETITIVE DIALOGUE]