**CONTRACT FOR ARCHITECTURAL STUDY,DOCUMENTATION FOR PLANNING PERMITAND PERFORMANCE OF RELATED ACTIVITIES**

PARTIAL PROJECT AND CONSULTATION WORK ON THE PROJECT

“ROUDNICE NAD LABEM VRT TERMINAL“

**concluded by and between**

**Správa železnic, státní organizace (Railway Administration, State Organisation)**

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*]

**TABLE OF CONTENTS**

[CONTRACT FOR ARCHITECTURAL STUDY, DOCUMENTATION FOR PLANNING PERMIT AND PERFORMANCE OF RELATED ACTIVITIES 3](#_Toc64897144)

[CONTRACTING PARTIES 3](#_Toc64897145)

[PREAMBLE 4](#_Toc64897146)

[1. GENERAL PROVISIONS 5](#_Toc64897147)

[2. PREPARATION OF THE PROPJECT, THE ARCHITECTURAL STUDY AND THE PLANNING PERMIT DESIGN 8](#_Toc64897153)

[3. OWNERSHIP TITLE, RIGHT TO USE THE DOCUMENTATION AND OTHER OUTPUTS OF THE CONTRACTOR (LICENSES) 13](#_Toc64897168)

[4. LEGAL DEFECTS IN THE PERFORMANCE OF THE CONTRACTOR 15](#_Toc64897171)

[5. CONSULTING SERVICES 15](#_Toc64897172)

[6. COOPERATION IN THE SELECTION OF THE BUILDING CONTRACTOR 17](#_Toc64897177)

[7. GENERAL OBLIGATIONS OF THE CLIENT 18](#_Toc64897180)

[8. GENERAL OBLIGATIONS OF THE CONTRACTOR 20](#_Toc64897185)

[9. CHANGES OF THE SUBJECT OF THE PERFORMANCE OF THE CONTRACTOR 23](#_Toc64897195)

[10. PRICE AND PAYMENT TERMS 24](#_Toc64897199)

[11. CONTRACTUAL PENALTIES 25](#_Toc64897202)

[12. LIABILITY AND INSURANCE 27](#_Toc64897215)

[13. CONTRACT TERMINATION 28](#_Toc64897220)

[14. FINAL PROVISIONS 31](#_Toc64897229)

[Annex No. 1 – Competition entry on digital media and requirements for the adjustment of the competition entry 34](#_Toc64897246)

[Annex No. 2 – Minimum scope of Project Preparation, minimum scope and detail of the Architectural Study and of the Planning Permit Design 37](#_Toc64897247)

[Annex No. 3 – Scope and structure of the Cost Estimate 39](#_Toc64897250)

[Annex No. 4 – Bid price and payment schedule by activity 43](#_Toc64897251)

[Annex No. 5 – Schedule of Contractor's activities 45](#_Toc64897252)

[Annex No. 6 – List of underlying materials submitted to the Contractor by the Client for the purposes of the performance of the Contract including Client’s internal regulations 46](#_Toc64897253)

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

concluded pursuant to the provisions of Section 1746(2) of Act No. 89/2012 Sb., the Civil Code, asamended (the "Civil Code")

(the "Contract")

# CONTRACTING PARTIES

|  |  |
| --- | --- |
| **(1) Správa železnic, státní organizace (Railway Administration, State Organisation)** | |
| Registered office: | Dlážděná 1003/7, 110 00 Praha 1 – Nové Město |
| Delivery address | Křižíkova 552/2, 186 00 Praha 8 |
| Databox ID:  Company ID No.: | uccchjm  709 94 234 |
| Tax ID No: | CZ70994234 |
| Represented by: | Ing. Mojmír Nejezchleb, Deputy General Director of the Railway Administration for Railway Modernisation |
| registered in the Commercial Register maintained by the Municipal Court in Prague, Section A, Insert 48384 | |
| (the "**Client**") |  |

and

|  |  |
| --- | --- |
| (2) **[*TO BE COMPLETED BY THE CONTRACTOR*]** | |
| Registered office: | [*TO BE COMPLETED BY THE CONTRACTOR*] |
| Company ID No.: | [*TO BE COMPLETED BY THE CONTRACTOR*] |
| Tax ID 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 by [*TO BE COMPLETED BY THE CONTRACTOR*] |
| registered in the Commercial Register maintained by [*TO BE COMPLETED BY THE CONTRACTOR*] Court [*TO BE COMPLETED BY THE CONTRACTOR*] | |
| (the "**Contractor**") |  |
| (the Client and the Contractor hereinafter collectively referred to as the "**Parties**" and each individually as the "**Party**") | |

# PREAMBLE

WHEREAS

1. the Client seeks the delivery of work consisting in the deliverables specified in Article 1.1 of the Contract for the construction of a new terminal in the cadastral area of Kleneč, Roudnice nad Labem and Přestavlky, entitled "*Roudnice nad Labem VRT Terminal"* (the "Project") where the Project includes in particular the building of the Roudnice nad Labem VRT Terminal, including roofing and access to platforms, parking house, parking lot, bus station, taxi and bicycle parking, including all related roads, paved and unpaved areas, road bridge over the HSR corridor ("HSR") and road to Roudnice nad Labem (in the part from the motorway bridge, in the corridor and terminal area), public space and landscaping in the vicinity of these buildings and their integration into the landscape, and related technical infrastructure (the "Construction");
2. With regard to the above, the Client initiated, in accordance with Section 143 et seq. of Act No.  
   134/2016 Sb., on Public Procurement, as amended (the "PPA"), a competition for design. On [*TO BE COMPLETED BEFORE THE CONTRACT CONCLUSION]*], the Notice of Competition for a design was published in the Public Procurement Journal, under registration number [*TO BE COMPLETED BEFORE THE CONTRACT CONCLUSION]* ] and in the Official Journal of the European Union, under registration number [*TO BE COMPLETED BEFORE THE CONTRACT CONCLUSION]*]. The results of Competition for a design were then published in the Public Procurement Journal on *[TO BE COMPLETED BEFORE THE CONTRACT CONCLUSION]*] and in the Official Journal of the European Union on [*TO BE COMPLETED BEFORE THE CONTRACT CONCLUSION]* ] ("Competition for Design");
3. In the negotiation procedure without publication carried out in accordance with Section 65 of PPA, which followed the Competition for Design (the "NPWP"), the Client decided that the most advantageous proposal is the Contractor's proposal, the content of this Contract being the result of joint negotiations between the Parties carried out within the NPWP;
4. The Client shall carry out a tender procedure for the selection of contractors for the individual stages of the design documentation of the high-speed rail line within the section of which the Prague East Terminal shall be located (the "Rail Project" and the "Chief Designer");
5. Preparation of the Project, completion of the competition entry for the Project and preparation of the planning permit design is a part of the Rail Project and in terms of its purpose it is closely related to the Rail Project. With regard to this, it is crucial for the fulfillment of the purpose of this Contract that the Contractor ensures full compatibility of the Project preparation, the completed competition entry and the planning permit design of the Project as well as of other outputs,that are to be provided by the Contractor to the Client based on the Contract, with the content of the design documentation prepared by the Chief Designer for the Rail Project and/or with other outputs provided to the Client by the Chief Designer on the basis of a contract, which shall be concluded between the Client and the Chief Designer (“the Project Contract”);
6. The Contractor is ready to provide the Client with the deliverables specified in more detail in Article 1.1 (Subject of the Contract) below;
7. 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:

# GENERAL PROVISIONS

# Subject of the Contract

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

* + 1. **preparation of the Project** for the purpose of defining the input data for the proper  
       performance of the Contractor's activities pursuant to Article 1.1 (b) – (c) of the Contract,  
       namely in the scope and with the requirements specified in more detail in Article 2 of the Contract and in Annex 2/A ("**Project Preparation**");
    2. **refinement of the competition proposal** to the extent and with the details specified in Article 2 of the Contract and in Annex 2/B.In refining the Competition Proposal, the Contractor shall be bound by the Competition Entry submitted by the Contractor in the Competition for Design, which is included in this Contract as ***Annex No. 1*** hereto, and Client's requirements for modification of Contractor's Competition Entry set out in ***Annex No. 1***("**Architectural Study**");
    3. **planning permit design** for the Construction in accordance with the Architectural Study, with the details and to the extent specified in Article 2 of the Contract and its ***Annex No. 2/C***

**("Planning permit design"**);

(points (a) and (c) above hereinafter collectively referred to as the "**Documentation**")

* + 1. **Consulting services**

1. providing cooperation to the Chief Designer in the preparation of individual stages of the  
   design documentation of the Rail Project in connection with the Documentation prepared  
   by the Contractor;
2. professional consultations provided to the Client and/or through the Client to the Chief Designer for the purpose of incorporation of the adjustments and comments into the Architectural Study, the Planning Permit Design and/or into the documentation prepared by the Chief Designer;
3. providing cooperation in the performance of architect's supervision of the designer pursuant to Section 152 (4) of Act No. 183/2006 Sb., on Spatial Planning and Building Regulations (the Construction Act), as amended ("the Construction Act") during the delivery of the Construction in relation to all parts of the Construction, which shall be, albeit in connection with the subsequent stages of the design documentation prepared by the Chief Designer, carried out on the basis of the Documentation; as these activities are specified in more detail in Article 5.2 of the Contract;
   * 1. cooperation in the selection of the supplier, as this activity is specified in more detail in Article 6 of the Contract.

The subject of the Contract is also Client's obligation to provide the Contractor, for duly provided performance, with a fee (price) in the amount and under the conditions specified in more detail in Article [10 of the Contract.](#_bookmark53)

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

# Purpose of the Contract

The purpose of this Contract is to proper preparation of the Project, proper preparation of the Documentation and proper delivery of the consulting activities, so that the final construction of the Prague East Terminal is, based on the Documentation, follow- up design documentation provided by the Chief Designer in cooperation with the Contractor and on the basis of provision of related services of the Contractor, designed and subsequently  
delivered in accordance with the requirements stipulated by legal regulations, in particular but not exclusively, in accordance with the relevant regulations and documents listed in ***Annex No. 6***, with emphasis on the latest construction practices and with regard to the main purpose of the Construction being safe and smooth operation of the new Roudnice nad Labem VRT Terminal and its proper and safe transport connection to the connecting high-speed line as well as its connection to other connecting modes of transport, and that the construction of the Roudnice nad Labem VRT Terminal can be operated with optimal operating costs.

# 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

1. 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
2. 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:

* + 1. on the day on which a written confirmation is made by the recipient, in the case of delivery in person or by courier; or
    2. on the day which is confirmed on the delivery note, in the case of delivery by registered mail; or
    3. 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.

# Authorisation of the Contractor and Qualified Personnel of the Contractor

The Contractor declares to be authorised to perform the subject of the Contract and to hold all the necessary authorisations and permits required by applicable legal regulations; the Contractor is obliged to ensure that all the authorisations 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 authorisations and permits in accordance with relevant legal regulations.

Both the Contractor and its subcontractors must ensure that selected activities in the performance of the Contract are executed by natural persons stated in the text part of Contractor’s competition entry, who are authorised to perform these activities under special regulations, and whose number, expertise and professional qualifications comply with the qualification prerequisites stipulated in the terms and conditions of the Competition for Design. The replacement of these persons is not considered a change of the Contract. A necessary condition for the change of a person, through whom the Contractor proved the fulfillment of the qualification prerequisites within the text part of the competition entry, is that the Contractor submits, as a part of its notification of change of this person, the originals or officially certified copies of documents proving the qualification of the newly proposed person, namely at least in the scope required by the terms and conditions of the Competition for Design.  
 The Contractor is obliged to notify the Client of the change at least three (3) business days before the proposed change takes effect. The change shall take effect upon the expiry of the third business day after delivery of the notification to the Client; this does not apply if the conditions for the change of the Contractor's authorised person pursuant to this Article 1.4 are not met.

# Representatives of the Parties

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

|  |  |
| --- | --- |
| (a) Representative of the Client in charge of contractual matters: | |
| Name: | [*TO BE COMPLETED BEFORE THE CONTRACT CONCLUSION*] |
| Delivery address: | [*TO BE COMPLETED BEFORE SIGNING THE CONTRACT*] |
| Phone: | [*TO BE COMPLETED BEFORE SIGNING THE CONTRACT*] |
| E-mail: | [*TO BE COMPLETED BEFORE SIGNING THE CONTRACT*] |
| Representative of the Client in charge of technical matters: | |
| Name: | [*TO BE COMPLETED BEFORE SIGNING THE CONTRACT*] |
| Delivery address: | [*TO BE COMPLETED BEFORE THE CONTRACT CONCLUSION*] |
| Phone: | [*TO BE COMPLETED BEFORE THE CONTRACT CONCLUSION*] |
| E-mail: | [*TO BE COMPLETED BEFORE THE CONTRACT CONCLUSION*] |
| (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*] |
| Delivery address: | [*TO BE COMPLETED BY THE CONTRACTOR*] |
| Phone: | [*TO BE COMPLETED BY THE CONTRACTOR*] |
| E-mail: | [*TO BE COMPLETED BY THE CONTRACTOR*] |
| Representative of the Contractor in charge of technical matters: | |
| Name: | [*TO BE COMPLETED BY THE CONTRACTOR*] |
| Delivery address: | [*TO BE COMPLETED BY THE CONTRACTOR*] |
| Phone: | [*TO BE COMPLETED BY THE CONTRACTOR*] |
| E-mail: | [*TO BE COMPLETED BY THE CONTRACTOR*] |
|  |  |
| (hereinafter collectively referred to as the "Representative of the Contractor"). | |

All obligations and authorisations 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 authorise another person in writing to perform these activities; such authorisation as well as its revocation shall be effective against the other Party at the earliest in the moment of its proven delivery to the other Party within the meaning of Article 1.3 of the Contract.

# PREPARATION OF THE PROJECT, THE ARCHITECTURAL STUDY AND THE PLANNING PERMIT DESIGN

# Basic requirements for Project Preparation

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

# Basic requirements for the Architectural Study

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

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

The Architectural Study shall be prepared on the basis of and in accordance with the underlying materials received by the Contractor within the Competition for Design and with the regulations and underlying materials listed in ***Annex 6***.

The Contractor is obliged to prepare and submit the Architectural Study and its individual versions (the First Draft of the Architectural Study and the Hard Copy of the Architectural Study) within the deadlines specified in ***Annex 5****.*

The Contractor is obliged to prepare the Architectural Study so that it meets, in terms of its content as well as its scope, the requirements specified in ***Annex 2/B***.

When preparing the Architectural Study, the Contractor is also obliged to emphasise the compliance of the proposed design with binding Czech Technical Standards, and with the relevant provisions of the Technical Standards for Railways and of those internal guidelines of the Client, which are listed in ***Annex 6***("internal guidelines of the Client").

# Adherence to the Maximum amount of Required Investments

The Architectural Study and the Planning Permit Design must be prepared in such a way that the indicative items estimate of the Construction costs prepared in the scope and structure according to Annex No. 3 (the "Cost Estimate"), which shall be a part of the Architectural Study and the Planning Permit Design, complies with the required investment in the Construction in the total maximum amount of CZK 1 300 000 000 excluding VAT.

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

1. new building (new buildings);
2. firmly built-in interior of the new building;
3. overall landscaping of the area in question in the range of items listed in ***Annex 3.***

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

However, for the avoidance of doubt, the Parties state that the Contractor shall be in no way responsible for the fact that during the preparation of subsequent stages of the design 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 building contractor of the 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 building contractor for the Construction will not exceed the given costs of the Construction due to extra work that arose due to a possible defect in the Architectural Study or in the Planning Permit Design.

For the avoidance of doubt, the Parties state that the Contract shall not be deemed breached by the Contractor if the required Construction investments are exceeded by the amount specified under this Article 2.3 exclusively as a result of the Client's instruction; this does not apply in the case that the Contractor did not inform the Client in writing prior to the execution of the instruction that, as a result of the execution of the Client's instruction, the required Construction investments in the amount specified under this Article [,2.3](#_bookmark11) 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.

# First Draft of the Architectural Study

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

The digital form of the First Draft of the Architectural Study must fully correspond, in terms of content and structure, to the paper form; violation of this agreement is considered a defect of the First Draft of the Architectural Study pursuant to Article 2.14 of the Contract. In case of a discrepancy between the paper and digital forms 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 5.***

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

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

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

# Hard Copy of the Architectural Study

The Contractor shall prepare and submit to the Client the Hard Copy of the Architectural Study, in which all comments of the Client according to Article 2.5 of the Contract shall be incorporated, unless it has been decided otherwise in accordance with the procedure under Article 2.5 of the Contract (the "Fair Copy of the Architectural Study") 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 Hard Copy of the Architectural Study in the format specified in ***Annex 2/B*** of the Contract.

The digital form of the Hard 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 Hard Copy of the Architectural Study pursuant to Article 2.14 of the Contract. In case of a discrepancy between the paper and digital forms of the Hard Copy of the Architectural Study, the paper form of the Hard Copy of the Architectural Study shall prevail.

The Contractor is obliged to submit the Hard Copy of the Architectural Study to the Client within the deadline specified in ***Annex 5*** which may be extended in the manner described in Article 2.5 of the Contract.

# Approval of the Architectural Study by the Client

The First Draft of the Architectural Study as well as the Hard 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](#_bookmark8) 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 6*** or the requirements specified in the Contract can ever be considered a minor defect.

The Client commits not to refuse to sign any handover protocol under this Contract without giving a due reason. If the Client refuses to sign the protocol without giving a due reason, the First Draft of the Architectural Study or the Hard 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.

# First Draft of the Planning Permit Design

In accordance with the agreed Hard Copy of the Architectural Study, the Contractor shall prepare and submit to the Client the first draft of the Planning Permit Design prepared in accordance with ***Annex 2/C,*** including the construction programme and the Cost Estimate ("**First Draft of the Planning Permit Design**"). The First Draft of the Planning Permit Design shall be submitted both in paper form, in a total of three (3) original copies marked "CONCEPT", and in digital form, in a total of three (3) copies, in the format specified in ***Annex 2/C*** of the Contract.

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

The Contractor is obliged to submit the First Draft of the Planning Permit Design to the Client within the deadline specified in ***Annex 5***.

# Incorporation of Client's comments to the First Draft of the Planning Permit Design

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

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

If the Contractor does not agree with 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 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 Contractor's disagreement with 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 Client’s procedure is at its sole discretion). If the meeting of the Parties is convened, the Client is entitled to suggest that the Chief Designer is present as well. If, during the meeting of the Parties, the Client and the Contractor do not agree on the way of settlement of the comments according to this Article of the Contract, the final decision on the way of settlement of the comments shall be up to the Client, which shall give a respective written instruction to the Contractor within fifteen (15) days of the end of the meeting of the Parties. The Contractor is obliged to adjust the First Draft of the Planning Permit Design 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 preparation of the Hard Copy of the Planning Permit Design according to ***Annex 5.*** The time for preparation of the Hard Copy of the Planning Permit Design shall be extended by the time from the sending of Contractor's reasoned disagreement with Client's comment until the giving of a written instruction to the Contractor on the manner of settling such comment by the Client (i.e. either a direct instruction or an instruction following the Parties' negotiations) (see Article 2.10 of the Contract) set out in ***Annex 5.***

# Hard Copy of the Planning Permit Design

The Contractor shall prepare and submit to the Client the Hard Copy of the Planning Permit Design in which all comments of the Client pursuant to Article 2.9unless otherwise decided in accordance with the procedure set out in Article 2.9 ("Hard Copy of the Planning Permit Design") 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 Hard Copy of the Planning Permit Design in the format specified ***Annex 2/C*** of the Contract.

The digital form of the Draft of the Planning Permit Design must fully correspond, in terms of content and structure, to the paper form; violation of this agreement is considered a defect of the Draft of the Planning Permit Design pursuant to Article 2.14 of the Agreement. In case of a discrepancy between the paper and digital forms of the Draft of the Planning Permit Design, the paper form of the Draft of the Planning Permit Design shall prevail.

The Contractor is obliged to submit the Hard Copy of the Planning Permit Design to the Client within the deadline specified in ***Annex 5*** which may be extended in the manner described in Article 2.9 of the Contract.

# Approval of the Planning Permit Design by the Client

The First Draft of the Planning Permit Design as well as the Hard Copy of the Planning Permit Design 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](#_bookmark8) of the Contract. Minor defects that do not prevent the proper use of the Planning Permit Design cannot be a reason for refusing to take over the Planning Permit Design; however, no discrepancy between the Planning Permit Design and the Architectural Study, legal regulations, the documents and internal guidelines of the Client pursuant to ***Annex No. 6***, as well as no such defect, as a result of which the Planning Permit Design cannot be used, without adjustments, for the purpose of administrative proceedings or for another main purpose for which it is intended, as well as no such defect, as a result of which the Planning Permit Design cannot be used, without substantial or extensive adjustments, for the purpose of preparation of the design documentation of the Chief Designer at least in such a scope and with such requirements so that the design documentations of the Chief Designer, after the incorporation of the Planning Permit Design, could be used in the administrative proceedings or for another main purpose for which they are intended, as well as no such defect, as a result of which there would be an increase in the maximum investment amount under Article 2.3 of the Contract, can ever be considered a minor defect. For the avoidance of doubt, the Parties state that, except for cases when the Planning Permit Design cannot be incorporated into the design documentation of the Chief Designer due to its conflict with legal regulations or with the documents and internal guidelines of the Client pursuant to ***Annex 6*** or with the requirements specified in the Contract, no provision of the Contract establishes the Contractor’s liability for the scope and way of incorporation of the Planning Permit Design into the design documentation of the Chief Designer performed by the Client, the Chief Designer or a third party, or for the subsequent use of the design documentation of the Chief Designer by the Client, the Chief Designer or a third party.

The Client commits not to refuse to sign any handover protocol under this Contract without giving a due reason. If the Client refuses to sign the protocol without giving a due reason, the First Draft of the Planning Permit Design or the Hard Copy of the Planning Permit Design (as applicable) shall be deemed to have been submitted in the moment when this fact occurs; this is without prejudice to the rights of the Client from liability for defects of the version of the Planning Permit Design submitted this way.

# Design meetings

The Contractor shall organise design meetings for the management of the Project at least once every fourteen (14) days for the entire period until the submission of the Hard Copy of the Planning Permit Design in Client's registered office unless the Parties agree otherwise in writing; the Parties and agree in writing otherwise regarding the frequency of the design meetings and their form (online meetings). At the design meetings the Representative of the Contractor and the Representative of the Client (with possible cooperation of the Chief Designer) shall check and review the progress of the work and the Client shall approve the parts of the Documentation prepared so far. At the design meetings suggestions for the choice of materials and technologies to be used within the Project shall also be approved. If in any part of the Documentation the suggested materials or technologies are not approved in writing by the Client and are performed in violation of the Contract, then the Contractor is obliged to rework the Documentation, the suggestions for materials or technologies free of charge according to Client's instructions. Client's approval of any part of the relevant Documentation does not relieve the Contractor of its full responsibility for the quality of the work, except in cases where the Client insisted on instructions that had a negative effect on the final quality of the work despite Contractor's written notice. If Client requires the use of materials and technologies that increase the maximum amount of the required investment according to Article [2.3](#_bookmark11)Contract, this shall be at the expense of the Client and the Contractor shall not have breached the provisions of Article 2.3 of the Contract.

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

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

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

The Contractor shall take and distribute the minutes of the design meeting.

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

# Defects in the Documentation

The Contractor is obliged to prepare the Documentation in accordance with the Contract, legal regulations, with emphasis, especially, but not exclusively, on relevant regulations and underlying materials according to ***Annex 6***, with relevant technical standards, Client's instructions and professional care observed in the field of project activities for constructions of similar character and scope as the construction of the Roudnice nad Labem VRT Terminal.

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

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

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

In case of an irreparable defect of the Documentation, the Contractor is obliged to prepare the Documentation or its relevant part again, at its own expense, or is obliged to provide the Client with a reasonable discount on the Documentation price (depending on the circumstances, either on the price for preparation of the Architectural Study, or on the price for compilation of the Planning Permit Design) according to ***Appendix 4***; the decision on the choice of claim is at the sole discretion of the Client.

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

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

# Ownership right to performance of the Contractor

The Czech Republic will acquire the ownership right in accordance with Act No. 77/1997 Sb., on State Enterprise, as amended, through the Client:

* 1. subject to the provision below in this Article 3.1 of the Contract, to the First Draft of the Architectural Study, to the Hard Copy of the Architectural Study, to the First Draft of the Planning Permit Design or to the Hard Copy of the Planning Permit Design upon payment of the relevant part of the Price according to ***Annex 4***;
  2. to other outputs, regardless of the form of their implementation, made within the consulting activities under Article 5 of the Contract, within the cooperation in the selection of suppliers under Article 6 of the Contract, and within any other performance created by the Contractor under the Contract, at the time of submitting such output to the Client.

In case of a dispute between the Client and the Contractor regarding the occurrence, severity or extent of a defect in the Architectural Study or in the Planning Permit Design, which the Client duly complained about and which the Contractor refuses to remove, the Client shall acquire ownership right to the First Draft of the Architectural Study, to the Hard Copy of the Architectural Study, to the First Draft of the Planning Permit Design or to the Fair Copy of the Planning Permit Design (depending on circumstances) upon the payment by the Client to Contractor of a reasonable portion of the Price for this partial performance corresponding to the value of that portion of the Architectural Study or Planning Permit Design which is flawless and non-disputed by the Parties (depending on circumstances). This does not affect 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 4***have been met.

# Right to use Contractor's outputs (licences)

The Contractor shall provide the Client, from the moment of acquisition of ownership right under the Contract to each version of the Documentation (the First Draft of the Architectural Study, the First Draft of the Planning Permit Design, the Hard Copy of the Architectural Study and the Hard Copy of the Planning Permit Design) and to any unfinished part thereof, and to any documents, sketches, designs, changes to the Documentation, data created or provided by the Contractor on the basis of the Contract, including all outputs, regardless of the form of their implementation, produced within the consulting activity pursuant to Article 5 of the Contract, within the cooperation in the selection of suppliers pursuant to Article 6 of the Contract and within any other performance created by the Contractor or third parties (especially Contractor's subcontractors) in favour of the Contractor under the Contract ("Author's Work"), with the exclusive right to use (license) pursuant to Section 12 (4) of Act No. 121/2000 Sb. 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 author's ownership 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 ownership copyrights and other intellectual property rights in relation to 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 (sub-licence) any or all of the rights constituting a part of this license in whole or in part to any third party. The authorisation (licence) includes also the right of the Client, or of the person to whom the licence has been assigned or who has been granted a sub-licence, to adjust and change Author's Work or its parts in any way. The licence fee is already included in the total Price specified in Article 10.1 of the Contract.

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

In all cases where, for objective reasons, the Contractor cannot grant to the Client the license to Author’s Work, the Contractor shall ensure that the third party, which has the rights to use Author’s Work, will grant the authorisation (licence) to the use of Author’s Work to the Client free of charge and under conditions and within the scope of this Article 3 3 no later than on the day of handover of Author’s Work in question. If the Client is not presented, on the day of handover of the Author's Work in question, the authorisation in writing by the third party pursuant to the preceding sentence, it shall be construed that the corresponding authorisations have been granted to the Client by the Contractor as an author of Author's Work.

The Client is not obliged to use the licence and the Contractor is not entitled to withdraw from the Contract (or its part) due to its refraining from using 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 author's belief.

# LEGAL DEFECTS IN THE PERFORMANCE OF THE CONTRACTOR

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

The Contractor is obliged to provide all necessary cooperation at its own expense to ensure all necessary underlying materials and to perform all actions that can be justly required of the Contractor if a third party exercises its ownership or other rights against the Client in connection with 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 Client’s claims from Contractor’s liability for defects of the work as well as to 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.

If it becomes apparent that 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 Client’s claims for compensation for damages.

# Consulting Services

# Purpose, subject and scope of the Consulting Services

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

The Consulting Services may take the form (depending on the circumstances) in particular of the:

1. provision of professional and qualified information, opinion, calculation or another separate output of the Contractor;
2. indication of suggestions for adjustments in the text and/or the drawing part of the documentation prepared by the Chief Designer on the basis of the Project Contract; and/or
3. marking of suggestions for adjustments in the text and/or the drawing part of the Architectural Study or of the Planning Permit Design.

Only the Client may instruct the Contractor to provide a consultation, even in the case of a consultation activity pursuant to (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 Services, to the extent and in the content defined in 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. If the Contractor does not have, at the time of confirmation of the instruction to the Client, all information and underlying materials necessary for proper provision of the Consulting Services, while this information and underlying materials are by nature available only to the Client and are not otherwise available in any way, and informs the Client about this fact within the period set out for confirmation of the instruction, the deadline for provision of the result of Contractor's Consulting Services 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 Services for the entire duration of the Contract, during the preparation of the Documentation as well as after submission thereof.

The Contractor is entitled, within the scope of providing Consulting Services pursuant to 5 of the Contract to perform architect's supervision pursuant to the Copyright Act 3 of the Contract; this is without prejudice to Article 3 of this Contract.

For defects of the Consulting Services, the provision of Article 2.14 of the Contract shall apply accordingly.

# Cooperation in carrying out architect's supervision

As part of the performance of the Consulting Services, the Contractor is also obliged to provide cooperation in the performance of architect's 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 architect's supervision and in relation to all parts of the Construction which shall be, albeit in connection with the subsequent stages of the design documentation prepared by the Chief Designer, implemented on the basis of the Documentation. For the avoidance of doubt, the Parties state that the Contractor, based on the Contract, does not assume responsibility for the performance or for the result of architect's 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 architect's supervision to the Client or to a third party designated by the Client.

In accordance with 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 architect's supervision:

1. review of compliance of the workshop and assembly documentation for the Construction to the extent of its compliance with the Documentation and notifying the Client of any defects identified in the workshop and assembly documentation;
2. review of Construction delivery in accordance with the Documentation, including notification of the Client of the defects identified during the Construction;
3. approval of changes and deviations from the Documentation and, to the extent in which these changes and deviations affect the parts of the Project documentation based on the Documentation, also their possible incorporation into the Project documentation;
4. provision of reasonable cooperation to the Client in the preparation of the as-built design by the Contractor of the Construction, including notifications of non-compliance of the agreed changes during the execution of the Construction incorporated in the as-built design;
5. provision of all necessary cooperation to the Client for the purpose of issuing the occupancy permit or the occupancy permit decision (however, legal and technical acts leading to the issuance of the occupancy permit are not subject to performance under this Contract);
6. participation in design meetings together with the Contractor of the Construction at least once a week unless the Parties agree otherwise in writing;

(activities under (i) to (vi) collectively as "Auxiliary Architect's Supervision").

The performance of Auxiliary Architect's Supervision shall begin on the day of the commencement of the construction work by the building contractor of the Construction.

On the basis of the instruction to carry out the Auxiliary Architect's 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 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 Auxiliary Architect's 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. If 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 Auxiliary Architect's 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 Architect's Supervision shall be extended for the time for which the Client does not provide the Contractor with these information and documents.

Performance of Auxiliary Architect's 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 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 Auxiliary Architect's Supervision is 45 months from the date of commencement of Auxiliary Architect's Supervision. The period under the previous sentence runs neither for the time of interruption of work due to violation of the Contract by the Contractor pursuant to Article 8.3 of the Contract, nor during the interruption of the construction activity of the building contractor of the Construction.

# Price and invoicing of Consulting Services

Performance according to this Article 5 shall be provided by the Contractor within the Price according to Article 10 to the maximum extent specified in Annex No. 4, i.e. 400 hours. Beyond the maximum extent of performance according to the previous sentence, further performance is considered as extra work, which shall be paid in excess of the Price pursuant to Article [,10](#_bookmark53) for every hour effectively spent performing actions of the Consulting Services, applying the hourly rate specified in ***Annex 4***.

The invoice for the performance of the Consulting Services shall be issued by the Contractor to the Client always after reaching the payment milestone according to ***Annex 4***of the Contract.

# Consultations with public authorities

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

# COOPERATION IN THE SELECTION OF THE BUILDING CONTRACTOR

# Tasks in the selection of the building contractor

The Contractor commits to cooperate with the Client in the selection of the building contractor for the Construction, where the selection of the building contractor for the Construction includes also the repetition of this tender procedure as a result of its cancellation or of termination of the contract concluded with the building contractor 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:

1. in the construction delivery phase – possible preliminary market consultation – expert advisory in formulating professional questions of the Client (contracting authority) related to the Architectural Study and/or the Planning Permit Design (depending on circumstances), which shall be addressed to potential contractors, and also professional advisory in the subsequent evaluation of answers obtained within the preliminary market consultation;
2. in the phase of preparation of the tender conditions of the public contract for Construction delivery – professional advisory especially in relation to the setup of qualification prerequisites, evaluation criteria and contractual conditions;
3. in the bidding phase – elaboration of the material content of the explanation of the tender documentation in relation to the Architectural Study and/or the Planning Permit Design (depending on circumstances), provided both at the request of suppliers and, if necessary, without prior request of contractors (when respecting the deadline until which the contracting authority (the Client) is obliged to provide the explanation);
4. professional advisory in the case of submitted objections (elaboration of the material content of the decision of the contracting authority (the Client) on objections if the objections concern the Architectural Study and/or the Planning Permit Design (depending on circumstances);
5. professional advisory in possible administrative proceedings by the Office for the Protection of Competition (elaboration of the material content of the necessary statements of the contracting authority (the Client) if the statement is to relate to the Architectural Study and/or the Planning Permit Design (depending on circumstances)).

The Parties agreed that Client's first instruction for Contractor's cooperation in the selection of the building contractor for the Construction shall include a brief description of the method of selection of the building contractor for the Construction, so that the Contractor can make an informed decision on the basis of the description provided as to whether or not it will be interested in becoming a future participant in the tender procedure for the selection of the the building contractor for the Construction. If the Contractor decides to participate in the tender procedure for the selection of the building contractor for the Construction based on the description provided by the Client, the Contractor shall notify the Client in writing of its decision and the Client shall not be entitled to require the Contractor to perform any activities under this Article 6.1 of the Contract which, if performed by the Contractor, would result in the Contractor's inability to participate in a future tender procedure for the selection of the building contractor for the Construction.

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

# Price and invoicing of cooperation with the selection of the building contractor

Performance according to this Article 6 shall be provided by the Contractor within the Price according to Article 10 to the maximum extent specified in Annex No. 4, i.e. 15 hours. Beyond the maximum extent of performance according to the previous sentence, further performance is considered as extra work, which shall be paid in excess of the Price pursuant to Article [,10](#_bookmark53) for every hour effectively spent performing actions of the selection of the building contractor for the Construction, applying the hourly rate specified in ***Annex 4***.

The invoice for the performance of cooperation in the selection of the building contractor for the Construction shall be issued by the Contractor to the Client always after reaching the payment milestone according to ***Annex 4***of the Contract.

# GENERAL OBLIGATIONS OF THE CLIENT

# Provision of the 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 6*** to the Contract) relevant documents and underlying materials concerning the construction of the Roudnice nad Labem VRT Terminal and land on which the Roudnice nad Labem VRT Terminal is to be constructed and which the Client has at its disposal at the time when the Contract takes effect, namely to the extent specified in ***Annex 6.*** If the Client is late with handing over these underlying materials, the deadlines of performance of the Contractor in accordance with ***Annex 5*** shall be extended by the time of such delay.

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

If the Contractor incurs additional costs as a result of the incorporation of the relevant documents handed over additionally, which were not included in the Price pursuant to Article [10.1](#_bookmark54)  of the Contract, the Contractor is entitled to suggest in writing to the Client, without undue delay but no later than fifteen (15) days from the submission of these additional documents, an increase in the Price pursuant to Article 10.1 of the Contract by an amount corresponding to the amount of the additional costs incurred by the Contractor as a result of the incorporation of the relevant documents handed over as additional documents. The Client is obliged to comment on 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 Contractor's suggestion, the Parties shall negotiate honestly and in good faith about the consequences of incorporation of the relevant documents handed over as additional documents. Potential increase in the Price under this Article [7.1](#_bookmark35)  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 4***and, in the case of items not listed in ***Annex 4***, the 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 Chartered Engineers and Designers Active in the Construction Industry).

All documents handed over to the Contractor by the Client and all documents prepared by the Contractor for the Client shall be maintained 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.

# Use of Client's documents by the Contractor

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

The Contractor is entitled to use the underlying materials provided by the Client for the purposes of performance of this Contract, including their incorporation into the Architectural Study and/or the Planning Permit Design, 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 above-mentioned 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 authorisation to use such documents or to obtain additional consent of a third party with their use.

# Granting the power 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 power of attorney no later than ten (10) days in advance.

# Provision of cooperation

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

# GENERAL OBLIGATIONS OF THE CONTRACTOR

# Professional care

The Contractor commits to prepare the Documentation, to provide the Consulting Services and cooperation in selecting the supplier conscientiously, in good faith, properly and in a timely manner, with the highest possible professional care and in accordance with the Client's interests and instructions, with applicable legal regulations, internal guidelines of the Client, safety rules and applicable technical standards (Czech Technical Standards and European Standards) listed in ***Annex 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 Authorised Engineers and Designers Active in the Construction Industry).

# Instructions of the Client

The Contractor shall prepare the Documentation and provide further performance under the Contract in accordance with Client's instructions. The Contractor is always obliged to act in accordance with 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 organisations concerned, the Contractor is obliged, within five (5) business days from on the day when the Contractor could and should have realised 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 Contractor’s control (especially the complexity of assessing the content of the instruction or necessary cooperation of third parties or administrative bodies), the Contractor is obliged to submit to the Client, at inspection days pursuant to Article 2.13 of the Contract, and if the inspection days do not take place, then no later than every fourteen (14) days, a written statement containing all information available to the Contractor until then and subsequently to supplement this information at these intervals until the Client is provided with a full statement of the Contractor to Client’s instruction unless such instruction is revoked by the Client beforehand. If, despite 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 Contractor's performance caused by the execution of such instruction and for any other consequences of such instruction if the Contractor has notified the Client thereof; However, the Contractor must not execute such instruction of the Client that is in conflict with the provisions of legal regulations from which the Parties may not deviate or of professional regulations which the Contractor is obliged to comply with, and if the Contractor had known about such a conflict or should and could have known, under the assumption of exercising the highest professional care. However, notwithstanding any arrangements set out in this Article 8.2, the Contractor is also not obliged to carry out 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. For such instruction the Parties shall proceed in accordance with this Article 8.2.

The Contractor is also obliged to notify the Client in advance of the fact that, as a result of the execution of the instruction, the maximum amount of the investment pursuant to Article 2.3 of the Contract will or may be exceeded. Client's instruction is not considered to be in conflict with the Contract simply because, as a result of its fulfillment, the maximum amount of the investment pursuant to Article [2.3](#_bookmark11) of the Contract is exceeded, and for this reason the Contractor is not entitled to refuse to execute the instruction; exceeding the maximum amount of the investment only as a result of the execution of such instruction of the Client is not a defect of the Documentation pursuant to Article 2.14 of the Contract.

If the Client finds out deficiencies on the part of the Contractor during the performance of the subject of this Contract, the Contractor is obliged, at the instruction of the Client, to correct these deficiencies without delay and without the right to increase the Price or any of its components according to Article 10.1 of the Contract as well as without the right to extend the change of deadlines according to ***Annex 5.***

# Work suspension

The Client may, at any time during the term of the Contract, order the Contractor in writing to suspend the work. Notification of work suspension must be made at least three (3) business days in advance. During the period of the work suspension, the periods for the delivery of Contractor's performance specified in this Contract, in particular the deadlines agreed in Annex 5, shall not run. If either of the Parties exercises, under the conditions set out in this Contract, its right to withdraw from the Contract due to the work interruption, the consequences of such withdrawal pursuant to Article 13 shall be assessed according to whether the work was interrupted for reasons on the part of the Contractor or for reasons on the part of the Client, regardless of which of the Parties withdrew from the Contract.

# 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.

# 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 authorisations 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 authorisations or education are needed, is performed by individuals who have all the required authorisations and education to perform such activities. The subcontractor selected by the Contractor must also have all other authorisations required to perform the activities related to the performance of the Contract by legal regulations or by the Contract.

The Contractor is obliged to submit to the Client, within fourteen (14) days from the date of conclusion of the Contract, a list of subcontractors to which the Contractor intends to assign the performance of any part of the subject of the performance of the Contract. During the performance of the Contract, the Contractor is obliged to obtain the Client's consent with a new subcontractor at least five (5) business days before using the subcontractor to perform the relevant part of the subject of the performance of the Contract. The notification shall always include the title or name of the subcontractor(s) for each part of the subject of the Contract’s performance, indication of the part of the Contract’s performance to be carried out by the given subcontractor, and copies of relevant valid authorisations, concessions, attestations, certificates and licences which are necessary for performing 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 case of a change of the subcontractor through which the Contractor demonstrated the fulfillment of qualification prerequisites within the Competition for Design, the Contractor is obliged to submit, as a part of its notification of change of this subcontractor, originals or officially certified copies of the documents proving the qualification of the newly proposed subcontractor, at least to the extent in which the Contractor proved the qualification of the subcontractor being replaced. If the conditions for the change of the subcontractor according to the previous sentence are not met, the change will not take effect.

# 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 Client's information (e.g. personal data, information on security measures and technical equipment of the Client). The Contractor hereby commits to handle all information of the Client as confidential and as a trade secret, in particular to maintain confidentiality and to take all contractual, administrative and technical measures that prevent the misuse or leakage of this information. The Contractor may disclose this information only to its employees or contractual partners to the extent necessary to fulfill the purpose of this Contract and only under condition that these persons are bound by the obligation of confidentiality to the same extent as provided for in this Article [8.6.](#_bookmark45)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.

# 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 Documentation preparation and during Construction delivery and commissioning as well as during the delivery of supplies related to the Planning Permit Design, 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, suppliers or contractors of the Construction. The Contractor is obliged to ensure that commissions or payments from third parties are received neither by its employees, nor by other persons authorised to perform the work or its parts. Violation of any of the above-mentioned 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 jeopardise the Construction or the deadlines set out in this Contract, and of any possible defects and incompleteness of the underlying materials submitted to it by the Client.

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

# Cooperation of the Contractor in the performance of the financial inspection

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

# Prevention of conflicts 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.

# CHANGES OF THE SUBJECT OF THE PERFORMANCE OF THE CONTRACTOR

# Changes ordered by the Client

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

* + 1. to perform work and provide performance that have not been agreed under the Contract or that have been agreed in a smaller scope;
    2. 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;
    3. 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 performance**").

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

The Contractor can refuse the Change of the Subject of Performance ordered by the Client only if:

* 1. Contractor's performance on the basis of the Change of the Subject of 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;
  2. the Change of the Subject of Performance jeopardises or could seriously jeopardise the health and safety of persons; and/or
  3. the Change of the Subject of Performance substantially changed the nature of the Project, including the nature of the risk assumed by the Contractor on the basis of the Contract.

# Changes of the Subject of Performance suggested by the Contractor

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

# Executing Changes of the Subject of Performance

If the Change of the Subject of 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; the Contractor shall state in its suggestion for the Change of the Subject of Performance also the anticipated technical solution of the Change of the Subject of 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 Performance the Contractor shall prepare a written assessment of the impacts of the Change of the Subject of the Performance, detailing the effects of the Change of the Subject of the Performance on the Price pursuant to Article [10](#_bookmark53) (including an overview of all costs or savings), the impacts on the fulfillment of the schedule according to ***Schedule 5*** or other expected consequences of the Change of the Subject of the Performance on the obligation under the Contract Contractor's costs associated with the preparation of the impact assessment of the Change of the Subject of Performance is already included in the Price according to Article [.10](#_bookmark53)

If the subject of the Change of the Subject of Performance is such performance that can be valued on the basis of ***Annex 4***, the Contractor is obliged to base the determination of the impact on the Price on the items listed in this ***Annex 4***. If the subject of the Change of the Subject of Performance is such performance that cannot be valued on the basis of Annex 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 Performance, the Contractor is obliged to carry out a Change of the Subject of Performance for the unit price specified in the line titled "Extra Work due to a Change of the Subject of Performance" set out in ***Annex 4***.

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

The Contractor is obliged in the period between the delivery of the notification of the Change of the Subject of Performance and the approval or rejection of the Change of the Subject of the Performance by the Client to refrain from actions that would jeopardise or prevent the implementation of the Change of the Subject of 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 Performance, the Parties are obliged to proceed in accordance with the relevant provisions of the PPA.

# PRICE AND PAYMENT TERMS

# Fee

For preparation of the Documentation, provision of Consulting Services, provision of cooperation in the selection of contractors 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 *[TO BE COMPLETED BY THE CONTRACTOR]* **CZK excluding VAT** ("**Fee**").

The Fee (within the meaning of the line marked in  ***Annex 4*** as "Total Fee") consists of the following fixed amounts, the more detailed breakdown of which and other binding conditions are stated in ***Annex 4***:

* + 1. provision of Project Preparation;
    2. preparation of the Architectural Study;
    3. preparation of the Planning Permit Design;
    4. delivery of Consulting Services according to Article 5 of the Contract in the extent of 400 hours;
    5. provision of cooperation in the selection of the building contractor in the extent of 15 hours.

The Fee includes all expenses, payments or costs incurred by the Contractor in connection with the preparation of the Documentation (including adjustments required by the Client which are necessary for proper performance of this Contract and which are in accordance with this Contract and with the scope of performance under this Contract) and with the provision of the Consulting Services and cooperation in the selection of the building contractor. 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 Fee.

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

The VAT in an amount prescribed by the applicable legal regulations shall be added on the Fee.

# Payment terms

The breakdown of the price of individual deliverables and invoicing conditions are governed in detail by ***Annex 4***to this Contract.

The invoice issued by the Contractor must contain the data required by legal regulations for accounting and invoices and a separately determined amount of VAT, and the data required by the provision of Section 435 of the Civil Code. If 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 Contractor's performance, the invoice shall be due within sixty (60) days from its delivery to the Client. Payments shall always be made in Czech koruna. If the maturity date is on Saturday, Sunday or a public holiday, the maturity date shall fall on the next business day.

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

Due to the centralisation of the Client's mailing as of 1 July 2021, the Contractor shall, effective as of that date, deliver invoices issued in accordance with this Section 10.2 by one (1) of the following methods:

- in paper form to Správa železnic, státní organizace, Centrální finanční účtárna Čechy, Náměstí Jana Pernera 217, 530 02 Pardubice, or

- in electronic form to the following e-mail address [ePodatelnaCFU@spravazeleznic.cz](mailto:ePodatelnaCFU@spravazeleznic.cz), or

- through a data message the data box No.: uccchjm.

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

# 11. CONTRACTUAL PENALTIES

# Delay in delivery of the Documentation

In case of a delay in the delivery of the First Draft of the Architectural Study, the First Draft of the Planning Permit Design, the Hard Copy of the Architectural Study and/or the Hard Copy of the Planning Permit Design, the Contractor shall pay to the Client, within the deadlines set by this Contract, a contractual penalty in the amount of 0.2% of the relevant Price of the respective performance for every commenced day of the delay in the delivery of the relevant documentation.

# Delay in the provision of Consulting Services and Auxiliary Architect's Supervision

In case of a delay in the provision of the Consulting Services 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 every day of delay.

In case of a delay in the provision of Auxiliary Architect's Supervision in the scope of activities according to points (i) – (v) pursuant to Article 5.2 of the Contract within the time limit set out in Article 5.2 of the Contract, the Contractor shall pay the Client a contractual penalty of CZK 5 000 (in words: five thousand Czech crowns) for every day of delay.

In case of Contractor's unexcused absence from an ordered design meeting within the meaning of Article 5.2 (vi) of the Contract, the Contractor shall pay the Client a contractual penalty of CZK 5 000 (in words: five thousand Czech crowns) for each individual breach of this obligation under Article 5.2 of the Contract.

# 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 every commenced day of delay in the obligation to remove the defect of the Documentation according to Article 2.14 of this Agreement.

# Breach of the obligation regarding subcontractors

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

# 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.

# Construction price increase due to defects in the Documentation

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

# Cancellation of the tender procedure due to a defect in the Documentation

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

# Breach of the confidentiality obligation

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 case of breach of the obligation to observe confidentiality set out in Article [8.6](#_bookmark45) of this Contract which can be proven. This is without prejudice to Client’s right to compensation for damages.

# Breach of insurance obligations

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 breach of the obligations set out in Article [12.4](#_bookmark71) of this Contract.

# Failure to comply with the maximum investment amount

The Contractor is obliged to pay the Client a contractual penalty in the amount of CZK 50 000 (in words: fifty thousand Czech crowns) for each individual case of delivery of any stage to the Documentation which, contrary to Article 1.1 will not comply with the Maximum Amount of Required Investment contrary to Article 2.3 of the Contract. If the Contractor does not eliminate the defect in the Documentation consisting in non-compliance with the Maximum Amount of Required Investment (as the case may be) in the Hard Copy of the Architectural Study or the Hard Copy of the Planning Permit Design despite being requested by the Client in Client's comments, the Contractor is obliged to pay the Client a contractual penalty in the amount of CZK 50 000 (in words: fifty thousand Czech crowns) for each such individual breach of the obligation under Article **Chyba! Nenalezen zdroj odkazů.** or 2.9 of the Contract (depending on circumstances).

# Common provisions regarding contractual Penalties

The contractual penalties pursuant to this Article [11](#_bookmark56)  are mature 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 compensation for damages due to the breach 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 11 of the Contract against any invoice due from the Contractor.

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

# LIABILITY AND INSURANCE

# General liability of the Contractor for damage

The Contractor shall be liable for any damage caused to the Client as a result of the breach of Contractor’s obligations to duly prepare the Documentation and to provide further performance under the Contract, including damage to elements 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 provision is without prejudice to Article [8.2](#_bookmark41) of this Contract.

Approval of the Documentation, including any adjustments required, by the Client and/or issuance of instructions to the Contractor by the Client neither releases the Contractor from its responsibility nor establishes any liability of the Client in connection with such instructions or the Documentation. This provision is without prejudice to Article [8.2](#_bookmark41) of this Contract.

If the Contractor is a company within the meaning of Section 2716 (1) of the Civil Code, 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.

# Liability for damage caused to third parties (indemnification)

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:

* + 1. damage that arises as a result of a claim for compensation for damage to property, life, health or natural rights of any third party, which this person claims against the Client, and that arose in connection with a defect in the Documentation or by the breach of obligations of the Contractor under the Contract; and
    2. damage that arises as a result of Client's obligation to pay any legal, administrative, contractual or another sanction in connection with a defect in the Documentation or with violation of Contractor's obligations under the Contract, and this legal, administrative, contractual or other sanction arises from reasons on the part of the Contractor in connection with a defect in the Documentation or with a violation of Contractor's obligations under the Contract, except for cases when the damage was caused by the Client or by violation of 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 Contractor's actions based on Client’s instructions, always to the extent in which this damage was caused this way.

# Disclaimers

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

* + 1. the Party in delay proves that it has been temporarily or permanently prevented from meeting its obligation under the Contract by an extraordinary unforeseeable and insurmountable obstacle originated independently of its will, or that the work was interrupted on the basis of an instruction of the Client within the meaning of Article [8.2](#_bookmark41)  of the Contract not due to the breach of the Contract by the Contractor;
    2. the duration of the delay corresponds to the duration and nature of an event according to point (a) or to the suspension of work due to Client's instruction; and
    3. immediately after the case of force majeure under point (a) has become apparent, the Party that is unable to provide proper and timely performance informed the other Party in writing of the occurred situation and of the expected duration of the relevant case of force majeure. If possible with reasonable professional care, the above-mentioned notification must contain a suggestion for measures to be taken to mitigate or prevent the effects of force majeure. Every Parties shall bear its own costs associated with the adoption of these measures and the elimination of the consequences of force majeure.

# 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 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 Sb., on Insurance and on Amendments to Certain Related Acts, as amended, was submitted by the Contractor to the Client before concluding this Contract. The Contractor commits to fulfill its obligations arising from the insurance contract, in particular to pay premiums and to fulfill notification obligations. At any time at the request of the Client, the Contractor shall provide the Client for inspection, without undue delay but no later than ten (10) business days from the delivery of the request to submit these to the Contractor, with a valid insurance contract and/or with an insurance company confirmation of the existence of the insurance contract for the sum insured, and a confirmation of due payment of premiums. Failure to submit the original of the required document meeting all the specified requirements within the specified deadline, or failure to properly maintain the insurance contract in force for the entire required period (non-renewal), constitutes a material breach of the Contract and is a reason for Client’s withdrawal from the Contract.

# CONTRACT TERMINATION

# Reasons for termination

This Contract may be terminated only (a) by fulfilling the obligations of the Parties under this Contract, (b) by agreement of the Parties, and (c) by withdrawal from this Contract by either Party for reasons set out in the Civil Code and in this Contract, in particular for reasons stated in Articles [,12.4](#_bookmark71) 13.2and [13.3](#_bookmark75) of this Contract.

# Client’s right to withdraw from the Contract

The Client can withdraw from this Contract if:

* + 1. The Contractor has breached or failed to fulfill any of its obligations under this Contract and has not remedied such breach within a reasonable period specified by the Client in a written request for remedy, delivered to the Contractor, in which the relevant breach was specified; the remedy deadline must not be shorter than fifteen (15) business days;
    2. The Contractor is unable to fulfill its obligations under this Contract for any reason;
    3. the Project Contract has been terminated;
    4. The Construction of the Roudnice nad Labem VRT Terminal or the Rail Project has been stopped before the subject of this Contract was fulfilled, and further continuation of the Construction cannot be reasonably expected (e.g. due to rejection, termination or limitation of the extent of funding of the Construction);
    5. any of the following situations occur: (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 Sb., the Insolvency Act, as amended; and/or
    6. the work has been suspended according to Article 9.3 of the Contract for a period longer than six (6) consecutive calendar months, or the period, during which the work is repeatedly interrupted, has exceeded a total of two hundred and seventy (270) days within one calendar year.

# Contractor's right to withdraw from the Contract

The Contractor can withdraw from this Contract if:

* + 1. the Client is in delay with the payment of the Fee or any part thereof according to Article 10 of this Contract and has not remedied such breach of its obligation within an additional reasonable period provided to it by the Contractor in accordance with Article [11.5](#_bookmark61) of the Contract;
    2. The Client has breached or failed to fulfill any of its obligations under this Contract and has not remedied such breach within a reasonable period specified by the Contractor in a written request for remedy, delivered to the Client, in which the relevant breach was specified; the remedy deadline must not be shorter than fifteen (30) business days;
    3. The Client is unable to fulfill its obligations under this Contract for any reason;
    4. any of the following situations occur: (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 Sb., the Insolvency Act, as amended; and/or
    5. the work has been suspended according to Article 9.3 of the Contract for a period longer than six (6) consecutive calendar months, or the period, during which the work is repeatedly interrupted, has exceeded a total of two hundred and seventy (270) days within one calendar year.

# Method of withdrawal

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.

# Fee on Contract termination

If the Contract is terminated by Client's withdrawal due to a reason on the part of the Contractor, the proportional part of the Fee corresponding to the completed parts of the Documentation, Consulting Services 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 Fee the Contractor shall not be entitled against the Client to any further payments. For the avoidance of doubt, the Contractor shall not have the right to be paid for those parts of the Documentation, Consulting Services 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 Fee.

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

# Handover of Contractor's work results at the date of termination of the Contract and Contractor's cooperation

In the event of termination of the Contract for any reason, the Contractor shall hand over to the Client, within ten (10) days, all existing results of its work under the Contract, including the documents and information that the Contractor should otherwise hand over to the Client after proper fulfillment of the entire subject of the Contract. After having received all existing results of Contractor's work, the Client shall assess the rate of completion and usability of individual parts of the deliverables and their possible defects. The Client shall notify the Contractor of the result of the assessment 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 Contractor's work results submitted to the Client, a description of the condition in which these were submitted to the Client (especially the their rate of completion and usability to fulfill the purpose of the Contract) and a list of any defects. The Contractor shall notify the Client in writing of its opinion on the content of the notification pursuant to the previous sentence no later than twenty (20) days from the date on which the notification was delivered to the Contractor. After communicating Contractor's opinion, the Parties shall confirm the handover of Contractor's work results in the form of a written protocol on the handover and acceptance of 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 Contractor's work results as of the date of termination of the Contract is the basis for issuing Contractor's invoice for the unpaid portion of the Fee upon termination of the Contract pursuant to Article [13.5](#_bookmark77)  of the Contract. If, however, the protocol is not mutually agreed within one hundred and twenty (120) days from handing over all existing results of Contractor's work, the Contractor is entitled to issue an invoice for the unpaid portion of the Fee upon termination of the Contract after this period regardless of whether the protocol has been signed by the Parties; this is without prejudice to Client's claims, in particular claims for defects and the right to set off damages and extraordinary costs pursuant to Article [13.5](#_bookmark77) of the Contract.

At 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 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 above-mentioned obligations free of charge. If the Contract is terminated for reasons on the part of the Client, the Client shall compensate the Contractor for effective and necessary costs incurred in a demonstrable way by the Contractor in connection with the above-mentioned obligations; however, only up to the amount of effective and necessary hours spent in demonstrable way using the unit price specified in the line titled “Extra work as a result of the change in the work" in Annex 4.

# Breach of Contractor's obligation

Without prejudice to any rights of the Client under this Contract, the Parties have agreed that if the Contractor fails to meet any of its obligations under the Contract within seven (7) business days of receiving a written reminder from the Client, the Client is entitled to ensure fulfillment of such obligation through another person at Contractor’s expense. In such case, the Client has the right to reduce the relevant portion of the Fee by these expenses. Ensuring the fulfillment of Contractor's obligations through another person pursuant to this Article [13.7](#_bookmark79) has no effect on the assessment of Contractor's delay in fulfilling its obligations.

# Use of existing outputs in case of Contract termination

In all cases of termination of the Contract, the Client is entitled to assign to any third party further work on the Documentation, provision of the Consulting Services and other performance under the Contract, without any restrictions of the way of utilisation of the Documentation and/or the results of the Consulting Services 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 Contractor's existing outputs for due completion of the Construction, including the outputs of the original Competition for Design (of the selected competition entry) or the NPWP.

However, if the termination of the Contract occurred due to the withdrawal of the Contractor for reasons on the part of the Client, the Client is entitled to proceed according to this point [13.8](#_bookmark80) only on condition that it has paid to the Contractor for all submitted deliverables to which the Contractor is entitled pursuant to Article 13.5 of the Contract.

# FINAL PROVISIONS

# Entering into force

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 Sb. 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 "**ARC**").

# 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 the prior written consent of the Client.

# Governing law

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

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

# Full agreement of the Parties and negotiations between the Parties on Contract contents

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 Partier 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. The Contractor further declares that prior to the conclusion of the Contract it had a real opportunity to influence the content of the general conditions of the Contract, especially within the negotiations of the Parties in the NPWP. In light of these facts, the Parties explicitly rule out the application of the provisions of Sections 1799 and 1800 of the Civil Code to this Contract.

# 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.

# Publication of the Contract

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

1. 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 is 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 made illegible, and confidential information marked by the Contractor pursuant to PPA, contained in the competition entry in ***Annex 1***;
2. as provided Section 5 of ARC, the Client shall send to the administrator of the registry 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 to the relevant data box of the Ministry of the Interior intended for the publication of records in the registry of contracts, using the electronic form published on the public administration portal;
3. 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 registry of contracts, so that the administrator of the registry of contracts can send to the Client a confirmation of publication of the Contract according to Section 5 (4) of ARC.

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

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

# Separability

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

# Dispute Resolution

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.

# 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.

# 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 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.

# Limitations

The Parties agree that the limitation of the rights arising from Articles 2.14, 11.1, 11.2, 11.3, 11.4, 11.6, [,11.7](#_bookmark63) [,11.8](#_bookmark64) 11.9, [12.1](#_bookmark68) a [12.2](#_bookmark69) shall last fifteen (15) years and that this period runs from the date on which the right could be exercised for the first time.

# Failure to cooperate

The Contractor shall not be entitled to withdraw from the Contract due to 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, necessary and efficiently incurred costs.

# 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.

# Compliance clause and ethical principles

The Parties confirm that they have acted honestly and transparently in entering into this Contract and undertake to do so in the performance of this Contract and all activities related thereto. Every Party undertakes to act in accordance with the principles, values and objectives of the compliance programs and ethical values of the other Party if such documents are available to the Parties concerned and are published on the websites of the Parties (companies).

# List of Annexes

The following Annexes constitute an integral part of this Contract:

1. *Competition entry on digital media and requirements for the adjustment of the competition entry;*
2. *Minimum scope of Project Preparation, minimum scope and detail of the Architectural Study and of the Planning Permit Design;*
3. *Scope and structure of the Cost Estimate;*
4. *Bid price and payment schedule by activity;*
5. *Schedule of the Contractor’s activities;*
6. *List of underlying materials submitted to the Contractor by the Client for the purposes of the performance of the Contract including Client’s internal regulations.*

# Counterparts

This Contract is executed digitally and every electronic image of the Contract shall have the validity of the original.

**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:** | **On behalf of the Contractor:** |
| Place: In Prague  Electronic signature including date: | Place: [*TO BE COMPLETED BY THE CONTRACTOR*]  Date: [*TO BE COMPLETED BY THE CONTRACTOR*] |
|  |  |
| **Ing. Mojmír Nejezchleb,**  **Deputy Director General for Rail Modernisation** | [*TO BE COMPLETED BY THE CONTRACTOR*] |

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

[*TO BE COMPLETED UPON SIGNING THE CONTRACT*]

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

[*TO BE COMPLETED BEFORE THE CONTRACT CONCLUSION*]

## Annex No. 2 – Minimum scope of Project Preparation, minimum scope and detail of the Architectural Study and of the Planning Permit Design

1. **Minimum Scope of Project Preparation**
   * + - assessment of the underlying materials submitted by the Client to the Contractor for the purposes of fulfilling the Contract and possible specification of the necessary underlying project materials;
       - analysis of the Construction area (inspection of the place of the future Construction, verification of the regulatory conditions of the area)
       - Evaluation of the economic and ecological parameters of the assignment;
       - Specification of necessary design documents;
2. **Minimum scope and detail of the Architectural Study**

*[TO BE ADDED IN THE SUBSEQUENT CONTRACT*]

1. **Minimum scope and detail of the Planning Permit Design**

The Planning Permit Design shall be prepared to the extent specified in Annex No. 1 to Decree No. 499/2006 Sb., on the documentation of buildings, as amended, incl. its amendments by Decree No. 62/2013 Sb., on the documentation of buildings and possible other later regulations. The documents section will include only data relevant for the structures or the terminal site for incorporation into the documentation prepared on the basis of the public procurement contract entitled "RS 4 VRT PRAHA-BALABENKA – SJEZD LOVOSICE" ("**DÚR VRT Podřipsko**"). The documentation will not include the complete documents section but only the documents needed for obtaining relevant opinions and statements.

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

As provided in Article 2.3 of the Contract, the Architectural Study and the Planning Permit Design must prepared so that the indicative item estimate for the execution of the Construction meets the required investment in the Construction in the total maximum amount of **CZK 1 300 000 000 excluding VAT**.

For the purposes of compiling an indicative item estimate, the Contractor shall use the price list of the Institute of Rationalisation in Construction in Prague (ÚRS Praha): Budgetary Indicators (RUSO) – Indicators of the average budget price per unit of measure and function, in effect on the date of submission of proposals under the Competition for Design.

The Contractor is obliged to submit to the Client with draft of the Architectural Study (in the stage of the First Draft of the Architectural Study and the Hard Copy of the Architectural Study) also the itemised control budget prepared according to the price list of the Institute of Rationalisation in Construction in Prague valid as of the day when the Client is submitted the given version of the Architectural Study. For the avoidance of doubt, the Parties state that such indicative itemised estimate may not meet the required investment in the total maximum amount for the Construction, i.e. in the amount of CZK 780 000 000 excluding VAT.

***Structure of the Cost Estimate***

[*TO BE COMPLETED BEFORE THE CONTRACT CONCLUSION*]

## Annex No. 4 – Bid price and payment schedule by activity

## Note of the Client regarding the submission of Contractor's bid: The Contractor shall add the proposal prices to the template of this Annex.]

|  |  |  |
| --- | --- | --- |
| **Price breakdown** | **Moment of invoicing** | **Price of deliverables excluding VAT** |
| Project Preparation within the meaning of Article 1.1(a) of the Contract | After termination of the provision of the activity | **CZK** *[TO BE COMPLETED BY THE CONTRACTOR]* |
| Preparation  of the Architectural Study  pursuant to Article 1.1(b)  of the Contract | After submission of the First Draft of the Architectural Study | **CZK** *[TO BE COMPLETED BY THE CONTRACTOR]*  **Maximum of 50% of the price for this partial performance** |
| After submission of the Hard Copy of the Architectural Study and removal of all its defects claimed by the Client | **CZK** *[TO BE COMPLETED BY THE CONTRACTOR]*  **Maximum of 25% of the Price pursuant to Article 10.1 of the Contract** |
| Preparation of the Planning Permit Design pursuant to Article 1.1(c) of the Contract | After submission of the First Draft of the Planning Permit Design | **CZK** *[TO BE COMPLETED BY THE CONTRACTOR]*  **Maximum of 50% of the price for this partial performance** |
| After submission of the Hard Copy of the Planning Permit Design and removal of all its defects claimed by the Client | **CZK** *[TO BE COMPLETED BY THE CONTRACTOR]* |
| Consulting Services  pursuant to Article 1.1(d)  of the Contract | After the calendar month  in which the given activity was provided | **CZK** *[TO BE COMPLETED BY THE CONTRACTOR]*  **for one hour of the Consulting Services**  **Maximum** *[TO BE COMPLETED BY THE CLIENT IN THE NPWP]* **CZK**  **for one hour of the Consulting Services**  This price applies to Consulting Services for a maximum of 400 hours in total. |
| Cooperation in selection  of the building contractor  pursuant to Article 1.1(e)  of the Contract | After the calendar month  in which the given activity was provided | **CZK** *[TO BE COMPLETED BY THE CONTRACTOR]*  **for 15 hours of cooperation in the selection of the building contractor**  **Maximum**[*TO BE COMPLETED BY THE CLIENT WITHIN THE NPWP]* **CZK**  **for 15 hours of cooperation in the selection of the building contractor**  This price covers assistance in the selection of the building contractor for maximum 15 hours. |
| Deduction of the competition fee already paid | Paid within the Architectural Competition | **-**[*TO BE COMPLETED BY THE CLIENT WITHIN THE NPWP]* **CZK** |
| **TOTAL PRICE** | - | **CZK** *[TO BE COMPLETED BY THE CONTRACTOR]* |
| **PRICE OF OPTIONS PROVIDED ONLY ON THE BASIS OF CLIENT'S INSTRUCTION:** | | |
| Extra work due to  Changes in the Subject of Performance | As agreed between the Parties | Unless agreed otherwise between the Parties to the Contract,  the price shall not exceed  *[TO BE COMPLETED BY THE CLIENT IN THE JULY]* **CZK**  per one hour of the Contractor's activity |
| Consulting activity  pursuant to Article 1.1(d)  of the Contract | After the calendar month  in which the given activity was provided | **CZK** *[TO BE COMPLETED BY THE CONTRACTOR]*  **for one hour of consulting activity after exceeding 400 hours of consulting activity**  **Maximum** *[TO BE COMPLETED BY THE CLIENT IN THE NPWP]* **CZK**  **for one hour of the consulting activity** |
| Cooperation in selection  of the suppliers  pursuant to Article 1.1(e)  of the Contract | After the calendar month  in which the given activity was provided | **CZK** *[TO BE COMPLETED BY THE CONTRACTOR]*  **for one hour of cooperation in the selection of the building contractor beyond 15 hours**  **Maximum** *[TO BE COMPLETED BY THE CLIENT IN THE NPWP]* **CZK**  **for 15 hours of cooperation in the selection of the building contractor** |

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

Note of the Client regarding the submission of Contractor's bid: As a part of its bid, the Contractor shall submit a Schedule of Contractor's activities which specifies the duration of Contractor's different works.  
This schedule shall mark the beginning of the work as "T", i.e. not by a specific date. The duration of the works 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 communicate binding deadlines for Contractor's subsequent performance:**

(T = Contract effect date)

1. Preparation of First Draft of Architectural Study

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

1. Preparation of Hard Copy of Architectural Study

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

1. Preparation of Hard Copy of Planning Permit Design (for the finalisation of documentation by the author of the HSR Podřipsko planning permit design)

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

**Coordination with the HSR Podřipsko planning permit design:**

The coordination of the buildings and objects and other details of the coordination of both projects will be addressed at the first coordination meeting.

1. Completion of the road design for EIA

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

1. Completion of the road design

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

1. Submission of documents to authors of the HSR Podřipsko planning permit design for the finalisation of the First Draft Documentation

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

1. Submission of documents to authors of the HSR Podřipsko planning permit design for the finalisation of the hard copy

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

**The Contractor can add other suitable Contract delivery dates it its own discretion:**

[TO BE COMPLETED BY THE CONTRACTOR]

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

1. **List of documents submitted via the data repository.**

[TO BE COMPLETED BY THE CLIENT BEFORE SIGNING THE CONTRACT]

1. **List of documents submitted under a confidentiality agreement.**

[TO BE COMPLETED BY THE CLIENT BEFORE SIGNING THE CONTRACT]

1. **Other documents submitted and regulations.**

[TO BE COMPLETED BY THE CLIENT BEFORE SIGNING THE CONTRACT]