*INSTRUCTIONS REGARDING THE “AUTHOR” DOCUMENT:*

1. *The Contracting Authority hereby informs the Participant that if the Participant is invited to enter into an agreement for the performance of the public contract following the Design Competition, then there may occur no change in the person of the Participant. In negotiated procedure without prior publication, in which the Contracting Authority will award this public contract, the Contracting Authority will only deal with the person expressly identified in this document as the Participant.*
2. *If the Participant comprises multiple legal entities or multiple natural persons acting jointly who form a partnership for the purpose of submission of the competition entry, then the Participant will attach to this document the relevant partnership agreement (the partnership agreement must identify the leading member of the partnership who is authorised to act on behalf of the partnership).*
3. *Licence clauses:*

*The Participant will state in section C) of this document who is the author of the submitted competition entry within the meaning of Act no. 121/2000 Sb. on copyright, on rights related to copyright, and on amendments to certain laws (the Copyright Act), as amended, and will specify the relation of that author to the Participant, provided that:*

1. *if the Participant in the Design Competition is the author, section C) of this document will merely contain a declaration to the effect that the Participant in the Design Competition is the author;*
2. *if the author is an employee of the Participant in the Design Competition, the Participant will state the name of that author and his/her relationship with the Participant in section C) of this document, and will attach to this document the author’s affidavit to the effect that he/she is an employee of the Participant in the Design Competition;*
3. *if the author is a director or shareholder of the Participant (in case the Participant is a legal entity), the Participant will state the name of that author and his/her relationship with the Participant in section C) of this document, and will attach to this document the author’s affidavit to the effect that he/she is a director or shareholder of the Participant in the Design Competition;*
4. *if the author is a sub-contractor of the Participant in the Design Competition, the Participant will refer to this fact in section C) of this document and will attach to this document the licence agreement concerning the settlement of copyrights entered into between the author and the Participant in the Design Competition;*
5. *If the Participant in the Design Competition comprises multiple natural persons or legal entities acting jointly who form a partnership and at the same time are authors, the Participant will refer to this fact in section C) of this document and will also submit the licence agreement concerning the settlement of copyrights between or among the authors of the design.*

*If the licence agreement contains settlement of copyrights so that it covers more than one of the above-mentioned alternatives of relations between authors and the Participant in the Design Competition, it is sufficient to produce such a summary licence agreement without it being necessary to produce a separate licence agreement for each of such alternatives so covered.*

**DOCUMENT - AUTHOR**

DOCUMENT - AUTHOR

submitted by the following participant in the Competition for Design entitled **"RS 4 HSR PRAHA-BALABENKA - LOVOSICE EXIT; ARCHITECTURAL COMPETITION ROUDNICE NAD LABEM VRT TERMINAL"**

|  |  |
| --- | --- |
| Corporate name / Name and surname[[1]](#footnote-1): | TO BE COMPLETED BY THE PARTICIPANT |
| Registered office: | TO BE COMPLETED BY THE PARTICIPANT |
| Company ID No.: | TO BE COMPLETED BY THE PARTICIPANT |

(the “Participant”)

For the purpose of participation in the Competition for Design entitled "RS 4 HSR PRAHA-BALABENKA – LOVOSICE EXIT; ARCHITECTURAL COMPETITION ROUDNICE NAD LABEM VRT TERMINAL" ("Competition for Design"), the Participant hereby declares that:

1. **the below-specified persons were involved in the preparation of the competition entry submitted by the Participant in the Design Competition:**

**as the author**[[2]](#footnote-2)**:**

|  |  |
| --- | --- |
| Name and surname: | TO BE COMPLETED BY THE PARTICIPANT |
| Address: | TO BE COMPLETED BY THE PARTICIPANT |
| Phone number: | TO BE COMPLETED BY THE PARTICIPANT |
| E-mail: | TO BE COMPLETED BY THE PARTICIPANT |

**as a co-author**[[3]](#footnote-3)**:**

|  |  |
| --- | --- |
| Name and surname / Corporate name: | TO BE COMPLETED BY THE PARTICIPANT |
| Address / Registered office: | TO BE COMPLETED BY THE PARTICIPANT |
| Phone number: | TO BE COMPLETED BY THE PARTICIPANT |
| E-mail: | TO BE COMPLETED BY THE PARTICIPANT |

**as a cooperating person: [[4]](#footnote-4)**

|  |  |
| --- | --- |
| Name and surname / Corporate name: | TO BE COMPLETED BY THE PARTICIPANT |
| Substantive description of contribution to the preparation of the design: | TO BE COMPLETED BY THE PARTICIPANT |
| Address / Registered office: | TO BE COMPLETED BY THE PARTICIPANT |
| Phone number: | TO BE COMPLETED BY THE PARTICIPANT |
| E-mail: | TO BE COMPLETED BY THE PARTICIPANT |

1. in case a prize/reward is awarded in the Design Competition, the mutually agreed-upon percentage of the prize/reward is as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| for the Participant: | TO BE COMPLETED BY THE PARTICIPANT % of the prize | Bank details: | TO BE COMPLETED BY THE PARTICIPANT[[5]](#footnote-5) |
| for TO BE COMPLETED BY THE PARTICIPANT[[6]](#footnote-6): | TO BE COMPLETED BY THE PARTICIPANT % of the prize | Bank details: | TO BE COMPLETED BY THE PARTICIPANT[[7]](#footnote-7) |

1. the author of the competition entry within the meaning of Act no. 121/2000 Sb. on copyright, on rights related to copyright, and on amendments to certain laws (the Copyright Act), as amended, is:

TO BE COMPLETED BY THE PARTICIPANT[[8]](#footnote-8)

In TO BE COMPLETED BY THE PARTICIPANT, on TO BE COMPLETED BY THE PARTICIPANT

|  |  |
| --- | --- |
| Signature of the person authorised to act on behalf of the Participant[[9]](#footnote-9): | TO BE COMPLETED BY THE PARTICIPANT  …………………………………………………… |
| Title, name, surname | TO BE COMPLETED BY THE PARTICIPANT |
| Function | TO BE COMPLETED BY THE PARTICIPANT |

1. If the Participant is a partnership of natural persons or legal entities, the chosen designation of that partnership will be stated here plus the corporate name of the particular legal entity / the name and surname of the particular natural person who is a member of the association and who is designated in the partnership agreement as the leading member of the partnership. [↑](#footnote-ref-1)
2. If more persons need to be added, the Participant will insert an identical table for each such additional person. [↑](#footnote-ref-2)
3. If more persons need to be added, the Participant will insert an identical table for each such additional person. [↑](#footnote-ref-3)
4. If more persons need to be added, the Participant will insert an identical table for each such additional person. [↑](#footnote-ref-4)
5. The Participant specifies whether the price/fee will be paid according to Article 9.7.1 (natural person who is not an entrepreneur), Article 9.7.2 (legal entity or natural person who is an entrepreneur) or Article 9.7.3 (Participant not paying taxes in the Czech Republic) of the Terms. The Participant shall also provide his/her First Name, Last Name / Company Name, Date of Birth / Company ID and the address of the account holder to which the price/fee will be paid. [↑](#footnote-ref-5)
6. In case percentage distribution of the reward has also been agreed for the benefit of a person other than the Participant, the Participant will specify the name of such person and will also quantify that person’s percentage share of the reward. In case 100% of the reward is distributable to the Participant, the Participant will remove/erase this row. [↑](#footnote-ref-6)
7. The Participant specifies whether the price/fee will be paid according to Article 9.7.1 (natural person who is not an entrepreneur), Article 9.7.2 (legal entity or natural person who is an entrepreneur) or Article 9.7.3 (Participant not paying taxes in the Czech Republic) of the Terms. The Participant shall also provide details for the transfer such as his/her First Name, Last Name / Company Name, Date of Birth / Company ID and the address of the account holder to which the price/fee will be paid. [↑](#footnote-ref-7)
8. Including the submission, as the case may be, of the licence agreement – c.f. instructions on the first page. [↑](#footnote-ref-8)
9. For the purposes of submission of the affidavit, the Contracting Authority will accept a plain signature of the Participant or of a person authorised to represent the Participant. [↑](#footnote-ref-9)