

Annex No. 1 to the Tender Documentation for the public contract "Supply of a Concert Organ for the New Concert Hall in Brno"

Client's contract number: .....

Contractor's contract number: .....

## CONTRACT FOR WORK

### Contracting Parties:

#### I. Statutory City of Brno

Represented by: JUDr. Markéta Vaňková , Mayor of Brno  
Registered office: Dominikánské náměstí 196/1, Brno-město, 602 00 Brno  
Company ID No: 44992785  
Tax ID number: CZ 44992785  
Bank details: [TO BE ADDED BEFORE SIGNING THE CONTRACT]  
Account number: [TO BE ADDED BEFORE SIGNING THE CONTRACT]  
Authorised to sign this Contract:  
[TO BE ADDED BEFORE SIGNING THE CONTRACT]  
Authorised to act in technical matters:  
[TO BE ADDED BEFORE SIGNING THE CONTRACT]  
(hereinafter referred to as the "**Client**")

**and**

#### II. [DATA TO BE COMPLETED BY THE BIDDER OR TO BE COMPLETED BY THE CONTRACTING AUTHORITY BASED ON THE DATA PROVIDED IN THE BID]

Represented by: [TO BE COMPLETED BY SUPPLIER]  
Registered office: [TO BE COMPLETED BY SUPPLIER]  
Company ID No: [TO BE COMPLETED BY SUPPLIER]  
Tax ID number: [TO BE COMPLETED BY SUPPLIER]  
Registered in the Commercial Register kept by [TO BE COMPLETED BY SUPPLIER], under File No. [TO BE COMPLETED BY SUPPLIER]  
Bank details: [TO BE COMPLETED BY SUPPLIER]  
Account number: [TO BE COMPLETED BY SUPPLIER]  
(hereinafter referred to as the "**Contractor**")

hereby conclude, in accordance with the provisions of Section 124 of Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter referred to as "**PPA**"), Section 1746 (2), Section 2586 et seq. of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "**Civil Code**" or "**CC**") and taking into account the General Delivery Conditions issued by the

Bund Deutscher Orgelbaumeister e. V., the following Contract (hereinafter referred to as the "**Contract**").

## **1 BASIC PROVISIONS AND PURPOSE OF CONTRACT**

- 1.1 The purpose of this Contract is to meet the Client's need for the supply and installation of a concert organ for the new Janáček Cultural Centre in Brno on land plots No. 593/2 and 601 in the cadastre of the City of Brno ("**JCC**").
- 1.2 The Contract is concluded between the above Parties on the basis of the result of the tender procedure for an above-limit public contract for supplies awarded in a negotiated procedure with publication entitled "*Supply of a Concert Organ for the New Concert Hall in Brno*" (hereinafter referred to as "**Public Contract**").
- 1.3 The Contractor declares that it has acquainted itself in detail with the scope and nature of the subject of the Contract, that it is aware of all the relevant technical, qualitative and other conditions necessary for the implementation of the subject of the Contract, and that it possesses the capacities and expertise necessary for the implementation of the subject of the Contract at the agreed contractual prices specified in the Contract, also in relation to its demonstrated qualification for the implementation of the Public Contract.
- 1.4 To avoid any doubt, the Parties agree that:
  - a) in the event of any uncertainty as to the interpretation of the provisions of the Contract, the relevant provisions shall be interpreted in such a way as to reflect, to the fullest extent possible, the purpose of the Public Contract as expressed in the Tender Documentation and the Contract;
  - b) The Contractor is bound by its bid submitted to the Client in the framework of the tender procedure for the Public Contract, which shall apply additionally for the regulation of mutual relations arising from the Contract.

## **2 SUBJECT OF CONTRACT**

- 2.1. The subject of this Contract is the supply, installation, final tuning at the installation site and the performance of any other activities necessary for the commissioning of the new organ to be installed in the JCC in accordance with the requirements set out in Annex 1 to the Contract (the "**Work**").
- 2.2. The subject of this Contract also includes the provision of the Warranty pursuant to Art. 8 of the Contract.
- 2.3. The Contractor undertakes to perform the Work properly, on time and in accordance with the applicable laws and regulations, as well as in accordance with all the relevant standards containing technical specifications and technical solutions, technical and technological procedures or other determining criteria to ensure that the materials,

products, procedures and services comply with the subject of the Contract and all conditions specified in the Tender Documentation for the Public Contract. The Work shall be deemed to have been completed once it has been accepted by the Client free of defects and deficiencies that would prevent the proper use of the Work.

2.4. The Client undertakes to pay the Contractor the agreed price for the Work.

### **3 DEADLINE AND PLACE OF PERFORMANCE**

3.1. The Contractor undertakes to complete the Work within **[TO BE ADDED FOLLOWING NEGOTIATION] months** of the effective date of the Contract (hereinafter referred to as the "**Overall Performance Deadline**").

3.2. The installation of the Work, the performance of final on-site tuning, and other activities necessary for the commissioning of the Work will take place in the concert hall that forms part of the JCC; this work will take **[TO BE ADDED FOLLOWING NEGOTIATION] months** (the "**JCC Installation Deadline**") and may only take place when the construction phase of the JCC permits. The estimated time that such works may commence is **[TO BE ADDED FOLLOWING NEGOTIATION]**; in the event that this time is postponed, such as for reasons attributable to the construction of the JCC, the Client is obliged to inform the Contractor of such postponement without undue delay. In such a case, the Overall Performance Deadline will be extended so as to keep to the JCC Installation Deadline, from the new point in time from which the Work can be performed; the Overall Performance Deadline may be changed more than once in this manner.

3.3. The place of performance is the premises for the site of the organ in the JCC on land plots No. 593/2 and 601 in the cadastre of the City of Brno.

3.4. All written outputs resulting from the performance of the Contract will be handed over by the Contractor to the Client at the Client's registered office, unless otherwise agreed.

*Note by the Contracting Authority on the negotiations on preliminary bids:*

*The Contracting Authority states that the timeframes for implementation will be subject to the negotiation of the preliminary bids during the tender procedure. The Contracting Authority anticipates that the Overall Performance Deadline will be approximately 24 months.*

*At the same time, the Contracting Authority expects that the negotiations will specify the timeframe for the installation of the organ in the JCC, both in view of the capabilities of the bidders in the tender procedure and the current progress of the JCC construction.*

### **4 PRICE FOR THE FULFILMENT OF THE SUBJECT OF THE CONTRACT**

4.1. The price for the provision of the Work under the Contract is agreed by the Parties as

a total of CZK **[TO BE COMPLETED BY SUPPLIER]** excluding VAT (hereinafter referred to as the "**Total Price**"). This price is binding and complete and may only be exceeded upon amendment of this Contract. The Total Price consists of the following items:

- a) The price for the Work is CZK **[TO BE COMPLETED BY SUPPLIER]** excluding VAT
  - b) The price for the Warranty is CZK **[TO BE COMPLETED BY SUPPLIER]** excluding VAT for 10 years (i.e. CZK **[TO BE COMPLETED BY SUPPLIER]** excluding VAT for one year).
- 4.2. The Total Price includes all supplies and work necessary for proper provision. The Contractor shall bear all costs necessarily or reasonably incurred in the performance of its obligations under the Contract, including administrative fees and related costs (in particular taxes, insurance, all transport costs, insurance of the transport of the Work, remuneration for the provision of the Warranty).
- 4.3. The price according to par. 4.1 of the Contract may be changed in the event of a change in the VAT rate due to a change in legislation. In the event of a change in the VAT rate, the Contractor is obliged to add VAT to the price excluding VAT at the applicable rate. The Parties agree that in the event of a price change due to a change in the VAT rate, it is not necessary to conclude an addendum to the Contract. The Contractor is responsible for ensuring that the rate of value added tax is set in accordance with applicable law.

## 5 PAYMENT TERMS

- 5.1. The price under the Contract shall be paid on the basis of tax documents (hereinafter referred to as "**Invoice**" or "**Invoices**") issued by the Contractor as follows:
- a) The Contractor shall be entitled to invoice 35% of the Price for the Work according to par. 4.1 a) of the Contract after the organ (as part of the Work) has been constructed and the inspection and standard tests have been carried out in accordance with para. 7.1 of the Contract. A mandatory part of this Invoice is the inspection report according to par. 7.1 of the Contract.
  - b) The Contractor becomes entitled to 65% of the Price for the Work according to par. 4.1 a) of the Contract after the Work has been duly handed over and accepted in accordance with para. 7.2 of the Contract. A mandatory part of this Invoice is the handover report according to par. 7.27.1 of the Contract.
  - c) The Contractor becomes entitled to invoice the Price for the Warranty for one year according to para. 4.1 b) of the Contract upon each anniversary of the provision of the Warranty. Confirmation of the implementation of the Warranty issued by the Client is a mandatory

part of this Invoice.

*Note by the Contracting Authority on the negotiations on preliminary bids:*

*The Contracting Authority points out that the amount of individual payments or a different payment structure (including, for example, an advance payment) may be the subject of negotiations on preliminary bids.*

- 5.2. The invoice will contain all the requirements of a tax document as stipulated by Act No. 235/2004 Coll., on Value Added Tax, as amended (hereinafter referred to as the "**VAT Act**"), the requirements stipulated by Section 435 of the Civil Code and the following information:
- a) bank name and account number as per the Contract,
  - b) designation of the Work,
  - c) the registration number of the Contract between the Client and the Contractor,
  - d) the numerical code of the production classification (CZ-CPA) and, in the case of a reverse charge scheme, the text "*tax is to be paid by the Client*",
  - e) annex - inspection report, handover report or confirmation of the implementation of the Warranty,
  - f) (record of handover of the Work),
  - g) the contact details of the person who issued the tax document.
- 5.3. The Invoice is due 21 days from the date the Invoice is issued, and must be delivered to the Client no later than within 10 days of the date of issue. The Price for the Work shall be deemed to be paid at the moment the invoiced price is debited from the Client's bank account to the Contractor's account. That bank account must be published by the tax administrator in a manner allowing remote access. If the account is not published in this way, the Client is entitled to pay the Contractor the price at the amount excluding VAT; VAT will be remitted by the Client to the tax administrator. If the Contractor becomes an unreliable taxpayer pursuant to Section 106a of the VAT Act, it is obliged to inform the Client in writing immediately.
- 5.4. If the Contractor's economic system allows the invoice including attachments to be issued and sent in electronic form, e.g. in ISDOC/ISDOCX format or in PDF format, the Client is required to deliver the invoice including attachments primarily to the data box (ID: a7kbrn) or via e-mail: ok@mmb.cz. If this is not possible, the Contractor must send the invoice including attachments by post to the address below: Statutory City of Brno, Dominikánské náměstí 3, 602 00 Brno, Culture Department of the Brno City Municipality.
- 5.5. If the Invoice does not contain any mandatory or agreed particulars or if the price or VAT is incorrectly charged, the Client is entitled to return the invoice to the Contractor for correction before the due date without payment, indicating the reason for the return. The Contractor shall rectify the matter by issuing a new invoice. The return of

the defective invoice to the Provider shall terminate the original due date. The new due date starts from the date the new invoice is issued.

- 5.6. The Contractor is not entitled to set off any claims against the Client's claims. Claims and demands of the Contractor arising in connection with the Contract may not be assigned to third parties, pledged or otherwise disposed of. Any legal act made by the Contractor in violation of this provision of the Contract shall be deemed contrary to good morals.

## **6 RIGHTS AND OBLIGATIONS OF THE PARTIES, COPYRIGHT AND RISK OF DAMAGE**

- 6.1. The risk of damage to the Work shall pass to the Client on the date the Work is accepted by the Client in accordance with par. 7.1 of the Contract. The Client becomes the owner of the Work upon payment of the price according to par. 4.1 of the Contract in accordance with Art. 5 of the Contract.
- 6.2. The Contractor is obliged to take all measures necessary to prevent or mitigate the damage.
- 6.3. The Contractor is obliged to inform the Client without delay of any facts that could have an adverse impact on the implementation of the Work, especially in relation to the handover date according to Art. 3 of the Contract.
- 6.4. The Contractor is obliged to compensate the Client in full for any damage incurred during the execution and use of the Work in connection with or as a result of a breach of the Contractor's obligations under this Contract, including the costs incurred to compensate third parties for damage incurred by the Client and claimed by such third parties against the Client.
- 6.5. The Client undertakes to allow the Contractor (including the Contractor's employees who are to participate in the execution of the Work or other persons who are to participate in the execution of the Work) to enter the place of performance under the Contract during the execution of the Work, but only to the extent necessary.
- 6.6. The Contractor undertakes to ensure compliance with all the laws of the Czech Republic with an emphasis on legal employment, fair remuneration and compliance with occupational health and safety principles, including by its subcontractors. The Contractor is obliged to ensure a comparable level of contractual conditions towards subcontractors as under the Contract and is obliged to pay its financial obligations towards its subcontractors properly and on time.
- 6.7. The Contractor undertakes that the Work will have, beyond the characteristics arising directly from the Contract or its annexes, the standard qualities of a defect-free work of a similar nature to the Work under the Contract, in particular the characteristics set out in the technical standards applicable to the materials and works carried out under this Contract and resulting from the Project Documentation, and will be fit for unrestricted use for the purpose specified in this Contract.

- 6.8. The Contractor is responsible as a waste producer and undertakes not to cause any leakage of toxic or other harmful substances in connection with the performance of the Work, in particular its installation at the place of performance under the Contract.
- 6.9. The Contractor is obliged to keep the place of performance under the Contract clean and tidy at its own expense by cleaning the site. At the same time, the Contractor shall continuously dispose of any waste generated in connection with the construction of the Work (used packaging, etc.) in accordance with the waste management legislation.
- 6.10. The Client undertakes to provide the Contractor with the cooperation necessary for the proper execution of the Work, which the Contractor is entitled to request as a person who possesses such capacities and expertise necessary for the execution of the subject of the Contract. The necessary cooperation also includes ensuring the construction readiness of the site according to par. 3.3 of the Contract and putting conditions in place to enable the execution of the Work.
- 6.11. The Client is obliged to provide the Contractor with heating, light, electricity, water, sanitary facilities, parking, working and temporary storage facilities for storing parts of the Work and working tools used for the installation of the Work, all during the installation, intonation and tuning of the Work at the place of performance according to the Contract.
- 6.12. The Contractor is obliged to allow a person designated by the Client (organist) to be present at the site and is also obliged to train this person during the installation of the organ in the JCC, to the extent necessary.

## **7 HANDOVER AND ACCEPTANCE OF THE WORK**

- 7.1. After the organ (as part of the Work) has been constructed at the Contractor's plant, this part will be inspected by a representative of the Client; during the inspection standard tests will be carried out on this part of the Work, which will be specified by the Client well in advance of the scheduled inspection. A report of the inspection will be drawn up and signed by both Parties, which is a prerequisite and basis for the Invoice and payment of 35% of the Price for the Work in accordance with the procedure set out in para. 5.1 a) of the Contract. The Contractor shall notify the Client at least 2 weeks in advance that the relevant part of the Work is ready for inspection.
- 7.2. The Contractor shall hand over the duly and timely completed Work no later than by the deadline specified in par. 3.1 of the Contract. The Contractor shall notify the Client in writing at least 4 weeks in advance that the Work is ready for acceptance. On the basis of this notification, the Client shall initiate the procedure for the handover and acceptance of the Work. The Contractor shall hand over the Work and the Client shall accept the Work in the form of a handover and acceptance report prepared by the Client and signed by both Parties. This report is a prerequisite and basis for the issue of the Invoice and the payment of 65% of the Price for the Work in accordance with

para. 5.1 b) of the Contract.

- 7.3. In the event that the Client refuses to accept the Work due to defects that prevent the use of the Work, both Parties shall draw up a report stating their opinions and their justification and agree on an alternative date for the handover and acceptance of the Work, including the method to be used to rectify the identified defects or incomplete work. Failure to accept the Work due to defects shall not affect the Contractor's obligation to hand over the Work within the time limit agreed under par. 3.1 of Contract.
- 7.4. In the event of a disagreement between the Parties as to the extent of the defects found, an independent expert opinion shall be sought and shall be binding for both Parties. The costs of the expert shall be borne by the Party that, according to the conclusions of the expert's report, has unjustifiably filed a defect-related claim or objection, within 10 days of the date on which the conclusion of the expert's report is made known to that Party.

## **8 RIGHTS AND OBLIGATIONS ARISING FROM DEFECTIVE PERFORMANCE, QUALITY WARRANTY**

- 8.1. The Contractor shall provide the Client with a quality warranty on the Work (hereinafter referred to as the "**Warranty**") pursuant to Section 2619 and Section 2113 et seq. of the Civil Code for a period of 10 years from the date of acceptance of the Work pursuant to Art. 7 of the Contract; the Warranty does not cover electrical parts whose warranty is governed by the manufacturer's conditions (although for a minimum of 24 months) (hereinafter referred to as "**Warranty Period**").
- 8.2. The Contractor is obliged to carry out regular maintenance and tuning of the Work **at least once a year** during the Warranty Period. The cost of regular maintenance and tuning of the Work is included in the Warranty Price. The requirements for the regular maintenance and tuning of the Work are set forth in the annex to this Contract.

*Note by the Contracting Authority on the negotiations on preliminary bids:*

*The Contracting Authority expects that the terms of warranty service and tuning will be agreed on during the negotiation phase of the tender procedure.*

- 8.3. Defects in the Work that become apparent during the Warranty Period shall be remedied by the Contractor without any entitlement to an additional payment. If the defective performance constitutes a material breach of the Contract, the Client also has the right to withdraw from the Contract. The Client has the right to choose the claim arising from the defect.
- 8.4. The Client is obliged to file a claim concerning any defects in the Work with the Contractor without undue delay after the defect has been discovered, in the form of a written notification (an email notification is also considered a written notification) specifying the defect.

- 8.5. The Contractor shall start rectifying the defect no later than 5 days after being notified of the defect, unless the Parties agree otherwise in writing. The defect shall be remedied within 10 days of receipt of the Contractor being notified of the defect, unless the Parties agree otherwise in writing. If the Contractor does not start to rectify the defect within the specified time, the Client is entitled to have the defect rectified at the Contractor's expense by another professional person and the Contractor is obliged to pay the costs of the work in each individual case in full.
- 8.6. A written record will be made of the rectification of the defect.
- 8.7. The warranty does not cover damage caused to the Work by improper handling, interference with the Work without the Contractor's consent (except for the situation specified in par. 8.5 of the Contract), tuning and changes in intonation not carried out by the Contractor within the Warranty Period, exposure to animal or plant pests, chemical or weather conditions and extreme weather conditions, as well as drought or humidity. Extreme weather conditions according to the previous sentence are considered to mean changes in room temperature at the place of performance under the Contract of more than 2 degrees Celsius per hour and relative humidity in the room where the Work will be placed of less than 40% or more than 70%.

## **9 INSURANCE**

- 9.1. The Contractor undertakes to ensure that throughout the entire execution of the Work it will have the Work insured against all possible risks, especially insurance of the transport of the Work to the place of performance according to the Contract, up to the amount of the Price for the Work. The Contractor is obliged to submit proof of insurance (e.g. a copy of the insurance contract including any amendments to the required insurance or a certificate from the relevant insurance company proving the existence of the insurance) to the Client at any time within 3 working days of being requested to do so, even repeatedly.
- 9.2. The Contractor undertakes to ensure that throughout the performance of its obligation under this Contract, it will have, at its own expense, liability insurance to cover damage caused to third parties resulting from the subject of performance with an indemnity limit of at least CZK 25,000,000. The insurance must cover damage to property and harm to third parties, including cover for liability for financial loss. The Contractor is obliged to submit proof of insurance (e.g. a copy of the insurance contract including any amendments to the required insurance or a certificate from the relevant insurance company proving the existence of the insurance) to the Client at any time within 3 working days of being requested to do so, even repeatedly.
- 9.3. In the event of an insurance claim, the Contractor shall take all the necessary action with the insurer. The Client is obliged to provide the Contractor with all assistance as can be reasonably requested in connection with an insurance claim to the extent of its abilities.

## **10 PENALTY ARRANGEMENTS AND ASSURANCE AND REINFORCEMENT OF THE CONTRACTOR'S OBLIGATIONS**

- 10.1. If the Client delayed with the payment of the price past the agreed deadline, it is obliged to pay the Contractor interest on arrears at the rate of 0.05% of the amount due for each full or partial day of delay.
- 10.2. The Client is entitled to demand and the Contractor undertakes to pay the following contractual penalties to the Client:
- a) a penalty of 0.05% of the Price for the Work in CZK excluding VAT for a breach of the Contractor's obligation to complete the Work and hand it over to the Client by the agreed time deadline, for each full or partial day of delay;
  - b) a penalty of 0.05% of the Warranty Price for a period of one year in CZK excluding VAT for each breach of the Contractor's obligation to remedy claimed warranty defects within the agreed period, for each full or partial day of delay;
  - c) a penalty of CZK 500,000 for a breach of the rules under par. 12.4 or 12.5 of this Contract, for each individual case of breach, even repeatedly.
  - d) a penalty of CZK 15,000.00 in the event of a breach of any contractual obligation of the Contractor for which no specific contractual penalty is stipulated in the Contract and if the Contractor fails to comply with the obligation even within an additional reasonable period of time provided by the Client (unless the nature of the breached obligation precludes it), for each individual case of breach of such obligation. In case of doubt, the additional period shall be deemed to be reasonable if it is at least 5 working days.
- 10.3. In the event that the obligation to perform the Work is terminated prior to the proper completion of the Work, the right to a contractual penalty shall not be extinguished if it was established by an earlier breach of duty. The termination of an obligation by late performance does not extinguish the right to claim a penalty for late performance.
- 10.4. The agreed contractual penalties/interest on arrears shall be paid by the obliged Party irrespective of which Party is at fault and whether and in what amount the other Party suffers damage.
- 10.5. The contractual penalties will be paid on the basis of invoices issued with a due date of 30 days from the date of receipt. Contractual penalties do not count towards any damages incurred. Damages may be recovered separately in addition to the full amount of the contractual penalty.

## **11 TERMINATION OF THE CONTRACTUAL RELATIONSHIP**

- 11.1. The Parties may terminate the Contract by agreement or by withdrawal, always

in writing.

- 11.2. The Client or the Contractor shall have the right to withdraw from the Contract in the event of a material breach of the Contract by the other Party in respect of the part of the Work not yet accepted.
- 11.3. The following breaches of contractual obligations shall be deemed to constitute material breaches of the Contract by the Parties:
- a) a delay on the part of the Contractor of more than 30 days from the end of the period agreed under Art. 3 of this Contract;
  - b) failure to prove the existence of liability insurance to cover damage caused by the Contractor in the course of its activities with a minimum indemnity limit as specified in Art. 9 of this Contract,
  - c) other cases of material breach of the Contract by the Contractor expressly identified in this Contract as a material breach of the Contract,
  - d) a delay of more than 60 days on the part of the Client in the payment of an amount due,
- 11.4. The Client is also entitled to withdraw from this Contract in the following cases:
- a) if the competent court has decided that the Contractor (any of the Parties to the Contract on the Contractor's side, if it is a company association) is bankrupt pursuant to Act No. 182/2006 Coll., on Bankruptcy and its Resolution (Insolvency Act), as amended (regardless of the legal force of this decision);
  - b) if insolvency proceedings have been initiated on the basis of a debtor's petition relating to the Contractor (any of the Parties to the Contract on the Contractor's side, if it is a company association);
  - c) the Contractor's failure to comply with any of its obligations set out in para. 15.7 of this Contract.
- 11.5. Withdrawal shall be effective from the date of delivery of written notice to the other Party.
- 11.6. The termination of the Contract shall not affect the provisions on liability for damages, claims for contractual penalties, provisions on the protection of confidential information, as well as other rights and obligations established by the Contract, which are to continue under the law or the Contract after its termination (e.g. the Warranty).

## **12 SPECIAL ARRANGEMENTS**

- 12.1. The Contractor undertakes to provide all necessary assistance for the performance of financial control pursuant to Section 2(e) of Act No.320/2001 Coll., on financial control in public administration and on amendments to certain acts (Act on Financial Control), as amended, in connection with the performance of the subject of

this Contract.

- 12.2. For the duration of the Contract the Contractor is obliged to maintain the qualifications it demonstrated in the tendering procedure prior to the conclusion of this Contract.
- 12.3. For the duration of this Contract, the Contractor is entitled to change the subcontractor or any other person through whom it has demonstrated compliance with the qualification requirements in the procurement procedure preceding the conclusion of this Contract only with the prior written consent of the Client. The new subcontractor/other person must possess at least qualifications sufficient to demonstrate compliance with the relevant qualification requirements in the tendering procedure. The Client shall issue written consent to the change within 14 days of the delivery of the Contractor's request and the necessary documents to the Client, if the new subcontractor/other person possesses the necessary qualifications. The Client may not refuse consent to a change of subcontractor/other person without serious objective reasons if the relevant documents are submitted by the Contractor. The Contractor shall provide the Client with a list of all subcontractors who will have access to the construction site, indicating the amount of their share, when the site is handed over. The Contractor is obliged to keep this list, to keep it up to date and to submit it to the Client on request.
- 12.4. The Contractor is responsible for ensuring that payments provided by the Client under this Contract are not provided directly or indirectly, or even in part, to persons subject to so-called individual financial sanctions pursuant to Article 2(2) of Council Regulation (EU) No.208/2014 of 5 March 2014 concerning restrictive measures directed against certain persons, entities and bodies in view of the situation in Ukraine, Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in view of activities undermining or threatening the territorial integrity, sovereignty and independence of Ukraine and Council Regulation (EC) No 765/2006 of 18 May 2006 on restrictive measures against President Lukashenko and certain officials of Belarus and who are included in the so-called sanctions lists (as per Annex 1 of the Regulation), regardless of whether they are persons with direct or indirect links to the Contractor or the Contractor's subcontractors. Violation of this obligation constitutes a material breach of the Contract.
- 12.5. The Contractor is obliged to inform the Client without delay of any facts that may affect the Contractor's liability under the preceding paragraph of the Contract. At the same time, the Contractor is obliged to provide the Client with immediate assistance at any time to verify the truthfulness of the information according to the previous paragraph of the Contract.
- 12.6. In the event of a breach of the rules under par. 12.4 or 12.5 of the Contract, the Client shall be entitled to withdraw from this Contract; however, the withdrawal shall not affect the Contractor's obligations under the Warranty, liability for defects, the obligation to pay a contractual penalty, the obligation to compensate for damages and

the obligation to maintain confidentiality concerning information related to the performance under this Contract;

### **13 OTHER PROVISIONS**

- 13.1. The Contract may only be amended or supplemented by the Parties in the form of written addenda, which shall be numbered in ascending order, expressly described as addenda to this Contract and signed by the authorised representatives of the Parties.
- 13.2. The Contract shall enter into force on the date it is signed by both Parties to the Contract and on the date it is published in the Register of Contracts pursuant to Act No.340/2015 Coll., on special conditions for the effectiveness of certain contracts, the publication of such contracts and on the Register of Contracts (the Register of Contracts Act), as amended. The Parties agree that this Contract shall be sent by the Client for publication in the Register of Contracts.
- 13.3. This Contract is drawn up and signed in electronic form with the attachment of electronic signatures for both Parties.
- 13.4. Any disputes arising out of the Contract shall be settled amicably in the first instance. If an amicable settlement is not reached within 30 days, all disputes arising out of and in connection with the Contract shall be resolved by a court of competent jurisdiction in the Czech Republic under the laws of the Czech Republic. The Parties agree that the court of general jurisdiction shall be the general court of the Client.
- 13.5. The Contractor may not assign its rights and obligations under the Contract to a third party without the Client's consent.
- 13.6. No provision of the Contract shall be construed to limit the Client's rights as set forth in the Tender Documentation.
- 13.7. By signing the Contract, the Parties agree to preclude the application of the provisions of Section 557 and Section 1805(2) of the Civil Code.
- 13.8. To avoid any doubt, the Contractor expressly confirms that it is a business, concludes the Contract in the course of its business and the provisions of Section 1793 of the Civil Code do not apply to the Contract.
- 13.9. The Parties declare that they have read and agreed on the entire contents of the Contract before signing it, in proof of which they add their signatures. By adding their signatures, the Parties simultaneously confirm that they have entered into the Contract after mutual negotiation in accordance with their free and genuine will expressed in a definite and intelligible manner and also confirm that the conclusion of the Contract was not based on distress, inexperience, weakness of mind, excitement or recklessness of any of the Parties and that the mutual consideration to which the Parties have committed themselves under this Contract is not grossly disproportionate.

13.10. The Client is obliged to comply with the provisions of Act No. 106/1999 Coll., on free access to information, as amended, when handling public funds.

13.11. The Parties declare that the information contained in this Contract does not constitute a trade secret.

13.12. The Parties declare that the information contained in this Contract does not constitute information that is protected by the confidentiality of assets.

13.13. The following annexes form an integral part of the Contract:

Annex 1: Specification of the Work

Clause:

This Contract was approved by Brno City Council at its meeting No. / on .

In Brno on .....

In ..... on .....

.....

on behalf of the Client

.....

on behalf of the Contractor