

P05

Requirements for the scope of performance and basic provisions of the contract for the preparation of project documentation and for the performance of designer's supervision (hereinafter referred to as the "Contract**")**

- I. The Contracting Authority intends to carry out the construction of a new building of the Brno City Municipality, in accordance with the competition design submitted by the contractor in the competition for the design entitled "New Building of the Brno City Municipality" conducted by the Contracting Authority (hereinafter referred to as the "**Competition**") and in accordance with the Contractor's tender submitted within the public procurement procedure entitled "New Building of the Brno City Municipality" (hereinafter referred to as the "**Construction**"). The Contracting Authority anticipates financing the Construction from EU structural funds and from its own resources.
- II. The purpose of the Contract is to meet the Contracting Authority's need to obtain project documentation (or project documentations) of such level and quality as will allow the proper preparation of the Construction, the proper conduct of the procurement procedure for selecting the contractor for the Construction in accordance with the relevant legal regulations, and the execution of the Construction, as well as the obtaining of the necessary statements, permits, opinions or their equivalents required for the proper execution of the Construction.
- III. The Contract will be concluded following the result of the procurement procedure for the public contract entitled "New Building of the Brno City Municipality" (hereinafter referred to as the "Public Contract"), which will be conducted by the Contracting Authority in its capacity as the Contracting Authority for a public contract pursuant to Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter referred to as the "**Public Procurement Act**").
- IV. The project documentation will be prepared so as to enable the execution of the Construction in accordance with the requirements (financial capacities) of the Contracting Authority.
- V. The subject of the performance consists of the Contractor's professional technical, creative and other activities, the tangible fixation of the results of the Contractor's technical, creative and other activities, and the handover of these tangible results of the Contractor's activities to the Contracting Authority. Professional technical, creative and other activities aimed at determining the basic architectural solutions of the Construction, which must meet the

requirements laid down by generally binding legal regulations and by the relevant technical standards effective on the date of handover of the tangible fixation of the Contractor's results. The tangible fixation of the Contractor's results, i.e. the individual parts of the performance, shall mean:

- a) Preparation of the project and the preparation of the **construction design (elaboration of the competition design into the form of an urban and architectural study)** for the issuance of all potential further decisions, permits, approvals and statements, the need for which will arise from the technical and aesthetic solutions prepared by the Contractor within the performance of the obligations under the Contract, which includes in particular:
 - (i.) the performance of the necessary surveys and site measurements (according to Annex No. 1 to these requirements)
 - (ii.) a graphic design of the appearance of the Construction structures prepared with respect for the requirements and needs of the Contracting Authority,
 - (iii.) visualisations of the Construction in the scope of at least 4 overall views of the site from a bird's-eye perspective, 4 views from ground level from all sides of the Construction, 3 interior views selected by the Contractor,
 - (iv.) an indicative calculation of the anticipated value of the Construction broken down into individual structures,
 - (v.) an inventory of greenery (a list, valuation, a list of greenery to be removed and for replacement planting),
 - (vi.) the preparation of an assessment of the impact of a significant intervention on the interests of nature and landscape protection in accordance with Section 67(1) of Act No. 114/1992 Coll., on Nature and Landscape Protection, as amended, within the scope of Stage 1,
 - (vii.) documents and other activities listed in Annex No. 1 to these requirements

all in 6 hard-copy counterparts, in 2 counterparts in electronic form on a CD/DVD medium / USB flash drive; the drawing part will be prepared in *.dwg format for AutoCAD and in *.pdf format, the textual parts will be prepared in *.doc or *.docx format for MS Word and simultaneously in *.pdf, the visualisations in *.tiff and *.pdf format.

The basis for the preparation of the study shall consist in particular of:

- the Competition brief,

- the competition design submitted by the contractor in the Competition and the Contractor's tender submitted within the negotiated procedure without prior publication for the Public Contract,
- Principles of Public Space Design (available at <https://kambrno.cz/principy/>)
- Requirements for Building Design under the EU Taxonomy (Annex No. 8 to these requirements)

*(all hereinafter also referred to as the "**Study Stage of Performance**" or simply the "**Study**")*

- b) The preparation of **project documentation for the permitting of the project** and for the issuance of all potential further decisions, permits, approvals and statements, the need for which will arise from the technical and aesthetic solutions prepared by the Contractor within the performance of the obligations under the Contract (hereinafter referred to as the "**DPZ**"), which includes in particular:
- (i.) the particulars required under the applicable and effective legislation relating in its content to the subject of performance, in particular Act No. 238/2021 Coll., the Building Act, as in effect (hereinafter referred to as the "**New Building Act**"), Regulation No. 14/2024, on Building Requirements in the Statutory City of Brno (the Brno Building Regulations), as amended, Act No. 254/2001 Coll., on Waters and Amendments to Certain Acts (the Water Act), as amended, Act No. 361/2000 Coll., on Road Traffic, as amended, and Decree No. 294/2015 Coll., implementing the rules of traffic on roads, as amended,
 - (ii.) informative calculation of the anticipated value of the Construction, broken down into individual construction structures or operational units,
 - (iii.) an update of the visualisations of the Construction prepared as part of the Study,
 - (iv.) a project for traffic management and traffic signage for the Construction,
 - (v.) a situational drawing of all structures of the Construction, including the land plots belonging to them; the drawing shall be at the same or a more detailed scale than the coordination plan of the Construction,
 - (vi.) a layout study of the interior fittings,
 - (vii.) an update of the inventory of greenery (a list, valuation, a list of greenery to be removed and for replacement planting),

- (viii.) the preparation of complete documentation necessary for ensuring the securing of the screening procedure, or potential follow-up procedure, under Section 7(6) of Act No. 100/2001 Coll., on Environmental Impact Assessment, as amended (hereinafter referred to as the "**Environmental Impact Assessment Act**") (hereinafter referred to as the "**provision of the screening procedure**"); regardless of in which of the possible types of administrative procedure (whether in administrative procedure under the Environmental Impact Assessment Act or in procedure with environmental impact assessment under the New Building Act) it will take place; and if the subsequent procedure under Section 9b of the Environmental Impact Assessment Act is initiated, the preparation of complete documentation necessary for ensuring the binding opinion on the environmental impact assessment of the execution of the project under Section 9a of the Environmental Impact Assessment Act (hereinafter referred to as the "**provision of the subsequent procedure**") (Annex No. 2 to these requirements),
- (ix.) documents and other activities according to Annex No. 3 to these requirements,

all in 5 hard-copy counterparts, in 2 counterparts in electronic form on a CD/DVD medium / USB flash drive, and in 3 hard-copy counterparts an itemised budget at a level of detail corresponding to the documentation for the building permit; the drawing part shall be prepared in *.dwg format for AutoCAD and in *.pdf format, the textual parts shall be prepared in *.doc or *.docx format for MS Word and in *.pdf, and the budget shall be prepared in *.xls format for MS Excel and in *.pdf, the visualisations in *.tiff and *.pdf format.

The accuracy of the division of the Construction into land plots belonging to the individual structures shall correspond to the level of the project documentation.

The basis for the elaboration of the DPZ shall consist in particular of the Study, the documents serving as the basis for the elaboration of the Study, and any instructions of the Contracting Authority.

The DPZ shall be elaborated in accordance with the requirements of the Contracting Authority and in accordance with the Requirements for Building Design under the EU Taxonomy (Annex No. 8 to these requirements).

*(all hereinafter also referred to as the "**DPZ Performance Stage**")*

- c) The elaboration of **project documentation for the execution of the Construction** (hereinafter referred to as the "**PDPS**"), which shall be used in the

procurement procedure under the Public Procurement Act and under the relevant implementing legal regulations and which shall include in particular:

- (i.) the particulars required under the applicable and effective legislation relating in its content to the subject of performance, in particular the New Building Act, related legal regulations, Regulation No. 14/2024, on Building Requirements in the Statutory City of Brno (the Brno Building Regulations), as amended, Decree No. 169/2016 Coll., on the specification of the scope of documentation for a public contract for construction works and of the list of construction works, supplies and services with a bill of quantities, as amended (hereinafter referred to as "Decree No. 169/2016 Coll."), Act No. 309/2006 Coll., regulating further requirements for occupational health and safety in labour-law relations and on ensuring occupational health and safety in activities or in the provision of services outside labour-law relations (the Act on Ensuring Further Conditions of Occupational Health and Safety), as amended, Government Regulation No. 591/2006 Coll., on detailed minimum requirements for occupational health and safety at construction sites, as amended, the Standards for Municipal Infrastructure of the Statutory City of Brno (available at <https://www.brno.cz/w/oddeleni-majetkopravni-a-ekonomicke>)), and applicable technical standards, the binding force of which is hereby agreed by the contracting parties,
- (ii.) a detailed list of construction works, supplies and services with a bill of quantities, broken down into individual construction structures and operational units, also including ancillary and other costs,
- (iii.) a priced list of construction works, supplies and services – an itemised budget using aggregated (cumulative) items for recurring large-volume items with a breakdown of content,
- (iv.) principles of construction organisation,
- (v.) an OHS plan pursuant to Act No. 309/2006 Coll., regulating further requirements for occupational health and safety in labour-law relations and on ensuring occupational health and safety in activities or in the provision of services outside labour-law relations (the Act on Ensuring Further Conditions of Occupational Health and Safety), as amended,
- (vi.) the incorporation of all issued decisions, permits, approvals and statements,
- (vii.) documents and a description of activities pursuant to Annex No. 4 to these requirements,

all in 6 hard-copy counterparts and 3 counterparts in electronic form on a CD/DVD medium / USB flash drive; the itemised budget (the priced list of construction works, supplies and services at the price level valid on the date of submission) shall be prepared in both hard-copy and electronic form always in 3 counterparts; the drawing part shall be prepared in *.dwg format for AutoCAD and in *.pdf format, the textual parts in *.doc or *.docx format for MS Word and *.pdf, the list of construction works, supplies and services and the itemised budget in *.xls format for MS Excel, *.pdf and *.xml (in the eSoupis, uniXML, or xc4 structure), or an equivalent output from budgeting software, and the construction schedule in *.pdf format;

the PDPS must be suitable to constitute part of the procurement documentation for the public contract for construction works at the level of detail necessary for the preparation of a tender for the public contract, i.e. at the level of detail required by the Public Procurement Act and its implementing regulations, in particular Decree No. 169/2016 Coll. Attention must be paid, inter alia, to the provisions of Section 36(1) of the Public Procurement Act (a prohibition on setting procurement conditions in such a way that they unjustifiably directly or indirectly guarantee a competitive advantage to certain suppliers or create unjustified obstacles to competition) and to the provisions of Section 89(5) of the Public Procurement Act (a prohibition on setting technical conditions in such a way that they favour or disfavour certain suppliers or products; a prohibition on references to specific products);

the drawing and textual parts of the project documentation for the execution of the Construction must be substantively and materially consistent with the list of construction works, supplies and services with a bill of quantities.

The list of construction works, supplies and services and the itemised budget shall be elaborated **in all their parts (including individual disciplines)** using a unified software tool for the preparation of construction budgets.

The list of construction works, supplies and services and the itemised budget must be elaborated in such a way that their items are linked to the selected price system (a minor textual adjustment of items in the specification or title is permissible). In cases where it is not possible to use standard materials or technologies contained in the price system, the Contractor shall be obliged to duly justify the impossibility of linking the items to the price system and at the same time submit an explanation of how the price in the itemised budget was determined, it being understood that the need must arise from the technical requirements for the Construction. The explanation submitted must show that the prices are determined as customary in the place and at the time. In such cases, the Contracting Authority may additionally request supplementary documentation and information necessary for verifying the prices of items not contained in the price system, and the Contractor shall be

obliged to provide such supplementary documentation and information to the Contracting Authority within 3 working days.

The basis for the elaboration of the PDPS shall consist of the DPZ accepted by the Contracting Authority in accordance with the Contract, the documents serving as the basis for the elaboration of the Study and the DPZ, and the final permit of the project issued with legal force.

The PDPS shall be elaborated in accordance with the applicable legal regulations and technical standards.

The PDPS shall be elaborated in accordance with the requirements of the Contracting Authority and in accordance with the Requirements for Building Design under the EU Taxonomy (Annex No. 8 to these requirements).

*(all hereinafter also referred to as the “**PDPS Performance Stage**”)*

- 4) The elaboration of **project documentation for the interiors of the Construction (hereinafter referred to as the “PIS”)**, which shall be used in the procurement procedure for selecting the supplier of the interiors of the Construction under the Public Procurement Act and under the relevant implementing legal regulations, and subsequently for the actual delivery of the interiors of the Construction, and which shall include in particular:
- (i.) the particulars required under the applicable and effective legislation relating in its content to the subject of performance, and applicable technical standards, the binding force of which is hereby agreed by the contracting parties,
 - (ii.) technical documentation for the interiors and for the design of furnishings and furniture, with a preference for furniture commonly available on the market,
 - (iii.) a detailed list of supplies and services with a bill of quantities,
 - (iv.) a priced list of supplies and services – an itemised budget,
 - (v.) documents and a description of activities pursuant to Annex No. 5 to this Contract.

The PIS shall be elaborated in 4 hard-copy counterparts and in 1 counterpart in electronic form on a CD/DVD medium / USB flash drive; the itemised budget (the priced list of supplies and services at the price level valid on the date of submission) shall be elaborated in both hard-copy and electronic form always in 3 counterparts; the drawing part shall be elaborated in *.dwg format for AutoCAD and in *.pdf format, the textual parts in *.doc or *.docx format for MS Word and *.pdf, and the

lists of supplies and services and the itemised budgets in *.xls format for MS Excel; *.pdf.

The PIS must be suitable to constitute part of the procurement documentation for the public contract at the level of detail necessary for the preparation of a tender for the public contract, i.e. at the level of detail required by the Public Procurement Act and its implementing regulations. Attention must be paid, inter alia, to the provisions of Section 36(1) of the Public Procurement Act (a prohibition on setting procurement conditions in such a way that they unjustifiably directly or indirectly guarantee a competitive advantage to certain suppliers or create unjustified obstacles to competition) and to the provisions of Section 89(5) of the Public Procurement Act (a prohibition on setting technical conditions in such a way that they favour or disfavour certain suppliers or products; a prohibition on references to specific products).

The drawing and textual parts of the interior project documentation for the Construction must be substantively and materially consistent with the list of supplies and services with a bill of quantities.

The basis for the elaboration of the PIS shall consist of the DPZ accepted by the Contracting Authority in accordance with the Contract, the documents serving as the basis for the elaboration of the Study and the DPZ.

The PIS shall be elaborated in accordance with the requirements of the Contracting Authority and with the applicable legal regulations and technical standards.

*(all hereinafter also referred to as the "**PIS Performance Stage**")*

- VI.** The Study Performance Stage, the DPZ Performance Stage, the PDPS Performance Stage and the PIS Performance Stage are hereinafter also collectively referred to as the "Project Documentation".
- VII.** The exclusive licence under the Contract is the Contracting Authority's exclusive proprietary right to use all results of the Contractor's activities, including their tangible fixation. The exclusive licence to the results of the Contractor's creative activity and to the tangible fixation of the results of the Contractor's activity under the Contract, as an author's work, is granted by the Contractor to the Contracting Authority under the conditions specified in paragraph VI. of these requirements.
- VIII.** The subject of performance under the Contract further includes the handling of the matter consisting in obtaining all permits, decisions, approvals and statements necessary for the

proper (defect-free) submission of the application for the issuance of the project permit. The Contractor shall be obliged and entitled, when handling the matter, in particular to:

- a) obtain and elaborate all necessary documents for submitting the application for the issuance of the project permit (in particular the statements of owners of neighbouring plots of land and buildings affected by the Construction and of persons entitled under easements to neighbouring plots of land affected by the Construction, draft agreements on the right to carry out the Construction with the owners of the affected properties, statements and approvals of the concerned authorities),
- b) prepare applications for the issuance of the necessary permits, opinions, statements and approvals,
- c) attend meetings at the materially and locally competent building authority and the concerned administrative authorities, as well as meetings with other persons whose consent or statement is necessary for submitting a proper (defect-free) application for the issuance of the project permit,
- d) represent the Contracting Authority as the developer in the proceedings before the building authority, including, on behalf of the Contracting Authority as the developer, submitting to the locally and materially competent building authority an application for the issuance of a joint permit, receiving documents and decisions, and filing remedies.

The *provision of the DPZ* shall cover the entire scope of the Construction.
(all hereinafter also referred to as the **"PZ Provision Performance Stage"**)

IX. The subject of performance under the Contract is the provision of cooperation by the Contractor to the Contracting Authority

- a) in dealings with entities affected by the Construction, in particular in negotiating and securing the right to build, negotiating and preparing agreements for the purchase of land, including land administered by the Office for Government Representation in Property Affairs, negotiating and preparing agreements for the establishment of easements and agreements for connection to distribution systems, communication lines, connection to centralised property protection systems, connection to data networks, etc.,
- b) and in the procurement of the public contract for the Construction. The cooperation shall consist in particular in participating in the site visit and in preparing draft responses to requests for additional information from suppliers, which will relate to the Project Documentation, and in any subsequent supplements or clarifications of the prepared Project Documentation. Proper draft explanations of the procurement documentation for the Construction, in relation to the documents/information to be provided by the Contractor under the Contract, must always be provided to the

Contracting Authority no later than 1 day before the expiry of the statutory deadline for publishing the explanation/amendment of the procurement documentation under the Public Procurement Act,

- c) and in the provision of cooperation by the Contractor to the Contracting Authority prior to the commencement of construction, consisting for example in securing permits for the felling of trees.

*(all hereinafter also referred to as the "**Cooperation Provision Performance Stage**")*

I. The subject of the Contract also includes the provision of cooperation by the Contractor to the Contracting Authority

- a) in the procurement of the public contract for the supply of the interiors of the Construction. The cooperation shall consist in particular in preparing draft responses to requests for additional information from suppliers, which will relate to the PIS, and in any subsequent supplements or clarifications of the elaborated PIS;
- b) and in the supply of the interiors of the Construction, consisting in supplementing or modifying the PIS (change procedures) and in performing supervision over the compliance of the supply of the interiors of the Construction with the PIS, which shall be carried out in accordance with the scope of activities specified in Annex No. 7 to this Contract.

*(all hereinafter also referred to as the "**PIS Cooperation and PIS Supervision Performance Stage**")*

II. The subject of performance under the Contract further includes the performance by the Contractor of the designer's supervision activities pursuant to Section 161(2) of the New Building Act over the compliance of the Construction being executed with the Project Documentation during the execution of the Construction (hereinafter referred to as the "**Designer's Supervision**"). The performance of the Designer's Supervision of the Construction shall be carried out in accordance with the scope of the activities of the Designer's Supervision specified in Annex No. 6 to these requirements, and always in relation to the individual Performance Stages.

The Designer's Supervision shall be performed for the entire scope of the Construction.

*(all hereinafter also referred to as the "**Designer's Supervision Performance Stage**")*

III. Contractor's Obligations:

- a) The Contractor undertakes to duly and timely perform, at its own cost and risk, the entire subject of performance for the Contracting Authority in accordance with the Contract, unless otherwise stipulated herein.

- b) In performing its activities under the Contract, the Contractor undertakes to proceed independently and with professional due care so that the purpose of the Contract is fully and timely achieved.
- c) The Contractor undertakes to enable the Contracting Authority, at least once every 14 days from the effective date of the Contract, to carry out an inspection of the progress of the elaboration of the Study Performance Stage and the DPZ Performance Stage and, from the commencement of the PDPS Performance Stage, also an inspection of the progress of the elaboration of these stages of project documentation. The Contractor further undertakes to enable the Contracting Authority, at least once every 14 days from the effective date of the Contract, to carry out an inspection of the progress of handling the matters under the Contract for the Study Performance Stage and the DPZ Performance Stage in the form of meetings (production committee meetings), from which the Contracting Authority shall prepare minutes. From the commencement of the PDPS Performance Stage, the Contractor shall be obliged to enable the Contracting Authority to perform the inspection of the progress of elaboration pursuant to the previous sentence. The Contractor shall inform the Contracting Authority and other persons designated by the Contracting Authority of the date of the production committee meeting at least 5 days before the date of its holding. The Contractor shall also be obliged to attend any meeting or production committee meeting convened by the Contracting Authority, of which it has been informed at least 5 days in advance. For the successful execution of the contract, production committee meetings may, if necessary, be convened more frequently.
- d) The Contractor shall be obliged to keep the Contracting Authority continuously informed of all material acts carried out on behalf of the Contracting Authority in handling the matter under the Contract. In performing the subject of the Contract, the Contracting Authority shall be entitled to raise requirements and comments and to give the Contractor instructions, of which a written record shall be made. For the purposes of this Contract, requirements, comments and instructions given by a person authorised by the Contracting Authority shall also be deemed to constitute requirements, comments and instructions of the Contracting Authority. The Contractor shall incorporate such comments and requirements of the Contracting Authority into its further work and shall follow the Contracting Authority's instructions in fulfilling its obligations. The Contractor shall be obliged to notify the Contracting Authority without undue delay of any inappropriate nature of items received from the Contracting Authority or of any requirements, comments and instructions given to it by the Contracting Authority in the performance of the subject of the Contract, if the Contractor could and should have identified such inappropriateness when exercising professional due care.
- e) The Contractor undertakes, no later than within 14 days from the effective date of the Contract, unless agreed otherwise, and thereafter as necessary, to organise

meetings or consultations (production committee meetings) for the purpose of coordinating the progress of the preparation of the project documentation with the participation of representatives of the Contracting Authority and, as the case may be, other participants. The Contractor shall inform the Contracting Authority of all meetings or consultations at least 5 working days before the date of the meeting. The Contractor shall be obliged to attend any meeting or consultation (production committee meeting) convened by the Contracting Authority, of which it has been informed at least 5 working days in advance.

- f) The Contractor undertakes to perform the performance under the Contract for the Contracting Authority either personally or through its authorised employees; if the Contractor intends to be represented by a third person in handling the matters under the Contract, the Contractor shall obtain the prior written consent of the Contracting Authority for such representation. Prior written consent shall not be required if the third person is a subcontractor through whom the Contractor demonstrated fulfilment of the qualification requirements in the procurement procedure for the Public Contract.
- g) The Contractor undertakes to ensure a person/persons holding the necessary authorisation or a similar certificate, to the extent required by a special legal regulation, for the performance of the subject of the Contract. At the request of the Contracting Authority, the Contractor shall inform the Contracting Authority which such person is involved in the performance of the subject of the Contract, in which specific part of the performance such person is involved, and shall submit the required authorisation or another similar certificate.
- h) In performing the activities of the Designer's Supervision and the PIS Supervision, the Contractor undertakes, for the entire duration of the execution of the Construction, to attend control meetings, at least once every 14 days, on the dates notified to the Contractor by the Contracting Authority or by another person authorised by the Contracting Authority, except in cases of objective impossibility (e.g. illness).

IV. Rights and obligations of the Contracting Authority

- a) The Contracting Authority undertakes to accept the duly completed performance under the Contract from the Contractor and to pay the price in the amount and under the conditions agreed in the Contract.
- b) The Contracting Authority reserves the right, according to its needs, not to require the Contractor to provide the PDPS Performance Stage. The Contractor may commence the PDPS Performance Stage only after having been invited in writing by the Contracting Authority. If the Contracting Authority does not invite the Contractor to commence the PDPS Performance Stage within 10 years from the

date on which the joint permit becomes final, the right under the Contract to require such performance shall be deemed extinguished.

- c) The Contracting Authority undertakes to issue to the Contractor, for the purpose of handling the matters under the Contract, a written power of attorney or powers of attorney no later than within 10 days from the conclusion of the Contract.
- d) The Contracting Authority undertakes to provide the Contractor, for the performance of its activities under the Contract, with the necessary cooperation as defined by legal regulations, in particular Act No. 128/2000 Coll., on Municipalities (Municipal Establishment), as amended, and by the Statute of the City of Brno, and to ensure the cooperation of the responsible persons of the Contracting Authority who, by virtue of their position, are capable of providing the Contractor with the documents and information necessary for the proper and timely fulfilment of the Contractor's obligations arising from the Contract.
- e) The Contracting Authority shall participate in meetings and consultations organised and arranged by mutual agreement with the Contractor.
- f) The Contracting Authority shall be entitled to convene meetings or consultations (production committee meetings) for the purpose of coordinating the progress of the elaboration of the project documentation, with the participation of representatives of the Contractor and, as the case may be, other participants.

V. Price

- a) The prices for the provision of the individual Performance Stages under the Contract shall include, in addition to the actual performance of the work, in particular the costs of organisational and coordination activities, travel costs, the costs of preparing the required documents, carrying out the required surveys and tests, operating costs (including, inter alia, costs associated with visits to authorities, approval procedures, etc.), insurance, taxes, bank guarantees and similar items. For the avoidance of doubt, it is stipulated that the price for the subject of performance under the Contract does not include fees payable to network administrators, which shall be paid by the Contracting Authority.
- b) The prices include the Contractor's remuneration for granting the Contracting Authority exclusive licences to the results of the Contractor's creative activity under the Contract and to the tangible fixation of the results of the Contractor's activity under the Contract.
- c) The price for the provision of the Contractor's performance under the Contract shall be paid gradually upon completion of the individual Performance Stages.

VI. Licence Provisions

- a) The protection of copyright shall be governed by the Civil Code, the Copyright Act and all international agreements on the protection of intellectual property rights that form part of the Czech legal order.
- b) The Contractor declares that, on the basis of its authorship or on the basis of its legal relationship with the author or authors of the works related to the Study Performance Stage, the DPZ Performance Stage, the PDPS Performance Stage and the PIS Performance Stage, it is authorised to exercise, in its own name and on its own account, all of the author's economic rights to the results of the Contractor's creative activity under this Contract, including the tangible fixation of the results of the Contractor's activities; in particular, it is authorised to use all these Performance Stages as an authorial work in all known manners of use and to grant the Contracting Authority, as the licensee, the authorisation to exercise this right in accordance with the terms of this Contract.
- c) The Contractor, by means of the Contract, grants the Contracting Authority the authorisation to use the results of creative activity under the Contract, including the tangible fixation of the results of its activity, for the fulfilment of the purpose and subject of the Contract in the above-mentioned form, and at the same time to modify, supplement and exhibit the results of creative activity (hereinafter referred to as the "**Licence**"), under the conditions agreed in the Contract. For the purposes of the Contract, the Contracting Authority's right to use the results of the Contractor's creative activity under the Contract, including the tangible fixation of the results of the Contractor's activity, shall mean the undisturbed use of the results of the Contractor's creative activity under the Contract, including the tangible fixation of the results of the Contractor's activity, in all known manners of use, in particular their further elaboration, modification and reproduction by the Contracting Authority or by a third person. The Contracting Authority shall accept the Licence granted on the basis of the Contract at the moment of payment of the price for the relevant Performance Stage under the Contract.
- d) The Contractor grants the Licences under the Contract as exclusive licences, meaning that the Contractor may not grant a licence whose content or scope includes the rights granted to the Contracting Authority under the Contract to any third person, and is obliged to refrain from exercising the right to use the results of its creative activity under the Contract, including the tangible fixation of the results of the Contractor's activity, for the fulfilment of the subject of the Contract in the form specified above in the manner for which the Licence has been granted to the Contracting Authority.
- e) For the avoidance of doubt, it is stated that the Contractor shall be entitled to provide the results of its creative activity under the Contract, including the tangible fixation of the results of its activity, to subcontractors through whom it ensures the performance of the subject of the Contract, provided that such results are to serve as a basis for the elaboration of a further stage of the project documentation. The

Contractor shall ensure that the results of creative activity so provided, including the tangible fixation of the results of its activity, are used solely for the fulfilment of the purpose and subject of the Contract.

- f) The Licence under the Contract is granted to the Contracting Authority worldwide for the entire duration of the economic rights to the results of the Contractor's creative activity under the Contract, including the tangible fixation of the results of the Contractor's activity, for the fulfilment of the subject of the Contract in the above-mentioned form.
- g) The Contracting Authority shall be entitled to grant the rights forming part of the Licence under the Contract to a third person, in the same or a more limited scope as that in which the Contracting Authority is entitled to exercise the rights under the Licence.
- h) The rights arising from the Licence granted under the Contract shall, upon the dissolution of the Contracting Authority, transfer to its legal successor.
- i) By signing the Contract, the Contractor expressly declares that the remuneration for the Licence under this Article of the Contract is already included in the price for the provision of performance under the Contract.

VII. Insurance and Financial Guarantee

- a) The Contractor undertakes to have in place insurance covering risks and liability for damage caused in the performance of activities under the Contract, with single-occurrence insurance coverage of at least 50% of the total price of the performance excluding VAT. The insurance shall be maintained for the entire duration of the validity of the Contract as well as for the entire duration of the obligations arising from the Contract.
- b) The costs of the insurance shall be borne by the Contractor and are included in the agreed prices and fees under the Contract.
- c) The Contractor submitted to the Contracting Authority, prior to the conclusion of the Contract, proof of having entered into an insurance contract with the above parameters. In the event of any change to the insurance, the Contractor shall, without undue delay, submit to the Contracting Authority new proof of the conclusion of the relevant insurance contract.
- d) The Contractor undertakes to file, without undue delay, all insurance claims related to the provision of performance under the Contract with the insurer, without prejudice to the Contractor's liability to compensate the Contracting Authority for damage or satisfy other claims of the Contracting Authority if such claims are not settled under the insurance contract.
- e) Unless the Contracting Authority sets a later deadline, the Contractor undertakes to provide the Contracting Authority, within 30 days from the effective date of the Contract, with security in the form of an irrevocable and unconditional written

financial guarantee issued by a bank or by another financial institution approved in advance in writing by the Contracting Authority, within the meaning of Section 2029 of the Civil Code. The financial guarantee must be provided in such a manner that the Contracting Authority is entitled to unilaterally exercise the rights arising from such security (guarantee) and to assert any of its unpaid claims arising from the Contract, in particular any costs incurred by the Contracting Authority as a result of a breach of the Contractor's obligations.

- f) Upon the proper handover of the Study Performance Stage and the PZ Provision Performance Stage, the Contractor shall be entitled to reduce the amount of the financial guarantee pursuant to the previous paragraph to one half and shall continuously maintain it at the newly determined minimum amount.
- g) If the execution of the Construction does not commence within 9 months from the proper completion of the PZ Provision Performance Stage, the Contractor shall be entitled to suspend the provision of the financial guarantee until the handover of the construction site is formally recorded between the Construction Contractor and the Contracting Authority. In such a case (where the provision of the financial guarantee is suspended), the Contractor shall be obliged, no later than on the date of the formal handover of the construction site, to again provide the Contracting Authority with security in the amount of one half of the security pursuant to Article XVI(e) of this Contract, in the form of an irrevocable and unconditional written financial guarantee issued by a bank, or by another financial institution approved in advance in writing by the Contracting Authority, within the meaning of Section 2029 of the Civil Code, for the fulfilment of the Contractor's obligations under this Contract, both monetary and non-monetary. The financial guarantee must be provided in such a manner that the Contracting Authority is entitled to unilaterally exercise the rights arising from such security (guarantee) and to assert any of its unpaid claims arising from the Contract, in particular any costs incurred by the Contracting Authority as a result of a breach of the Contractor's obligations.
- h) The Contractor shall be obliged to ensure that the financial guarantee is maintained at the required amount for the entire specified period and, in the event of its drawing down by the Contracting Authority, that it is replenished to the required amount no later than within 30 days, and that proper documentation evidencing such replenishment is submitted to the Contracting Authority.
- i) Unless otherwise agreed by the parties, the obligation to maintain the financial guarantee in force shall end upon the demonstrable settlement of all claims of the Contracting Authority against the Contractor, i.e. upon the expiry of the warranty period.
- j) The Contractor shall be entitled to replace the financial guarantee, as security for the fulfilment of both monetary and non-monetary obligations of the Contractor under the Contract, by depositing a monetary amount into the Contracting Authority's account.

VIII. Liability for Defects, Quality Guarantee and Liability for Damage

- a) The Contractor undertakes that the results of its creative activity under this Contract, as well as the tangible fixation of the results of the Contractor's activity under this Contract, shall, on the date of acceptance of the Study Performance Stage, the DPZ Performance Stage, the PDPS Performance Stage and the PIS Performance Stage, be free of defects and fit for use for the purpose agreed in this Contract. The results of the Contractor's creative activity under this Contract shall be considered defective if their elaboration does not comply with the Contract, with the requirements, comments or instructions raised by the Contracting Authority during the provision of performance by the Contractor under this Contract, or if the above-mentioned Performance Stages are incomplete to such an extent that, due to their incompleteness, it is not possible to continue towards fulfilment of the purpose of this Contract. A defect in the results of the Contractor's creative activity under this Contract shall also (though not exclusively) be deemed to include the omission of such a technical solution which, in view of objective facts, in particular technical and economic knowledge in the field of executing construction works of a similar nature, is necessary for the proper execution of the Construction and whose omission would result in subsequent changes to the scope of the Construction compared to the scope envisaged in the PDPS.
- b) The Contractor shall provide the Contracting Authority with a guarantee for the Study Performance Stage and the DPZ Performance Stage for a period of 5 years, in each case from the acceptance of the specific Performance Stage by the Contracting Authority. The Contractor shall provide the Contracting Authority with a guarantee for the PDPS Performance Stage for the period commencing upon acceptance of the PDPS Performance Stage and ending 5 years after the date on which the Contracting Authority accepts the Construction from the Construction Contractor, or, if the Construction is not executed within the scope of Stage 1, ending 10 years after the date of acceptance of the PDPS Performance Stage. The warranty exclusion applies only to deficiencies in the Study Performance Stage, the DPZ Performance Stage and the PDPS Performance Stage arising as a result of changes in technical standards or generally binding legal regulations (e.g. stricter parameters) and discrepancies with the actual condition of land or buildings that changed after the delivery and acceptance of the relevant Performance Stage.
- c) If the Contracting Authority ascertains that the Contractor is performing its activities under this Contract in breach of its obligations, it shall be entitled to require the Contractor to remedy without delay the defects arising from defective provision of performance under this Contract and to require the Contractor to perform its activities under this Contract properly and in accordance with this Contract. If the Contractor fails to do so even within a reasonable period granted by the Contracting

Authority, such a situation may be considered a material breach of the Contract by the Contractor.

- d) Defects discovered after the delivery and acceptance of the Study Performance Stage, the DPZ Performance Stage, the PDPS Performance Stage and/or the PIS Performance Stage, but no later than by the expiry of the warranty period pursuant to Article XVII(b) of the Contract, may be asserted by the Contracting Authority against the Contractor in writing, without undue delay after the defects are discovered. In the claim, the Contracting Authority shall describe the defects or indicate how they manifest.
- e) The Contractor shall be obliged to remedy the defects asserted by the Contracting Authority during the warranty period within 15 days from the date of delivery of the notice of defects, unless a different period is agreed.
- f) The Contracting Authority shall draw up a protocol on the remedy of the claimed defect, in which it shall confirm that the claimed defect has been remedied, or shall state the reasons for rejecting the claimed defect.
- g) If the Contractor fails to remedy the claimed defects within 15 days from the date of delivery of the notice of defects, or within another period agreed by the parties, the Contracting Authority shall be entitled to entrust the remedy of the claimed defect to another professionally qualified legal or natural person. All costs thus incurred shall be reimbursed by the Contractor within 14 days from the date on which it receives a written request from the Contracting Authority for reimbursement of such costs.
- h) The Contractor undertakes to compensate the Contracting Authority in full for any damage incurred by the Contracting Authority in causal connection with defects in the results of the Contractor's creative activity or with a breach of the Contractor's obligations in handling the matter under the Contract.
- i) The Contractor shall not be liable for defects if they were caused by the use of unsuitable documents provided to it by the Contracting Authority for the performance of activities under this Contract or for handling the matter under this Contract for the PIS Supervision and the performance of the Designer's Supervision (this does not apply to documents prepared by the Contractor for the Contracting Authority under this Contract), if the Contractor, even when exercising professional due care, could not have identified the unsuitability of such documents, or if the Contractor notified the Contracting Authority in writing of their unsuitability and the Contracting Authority nevertheless insisted on their use. Furthermore, the Contractor shall not be liable for defects caused by following unsuitable instructions, requirements and comments given to it by the Contracting Authority for the performance of this Contract and for the performance of the Designer's Supervision or the PIS Supervision, if the Contractor, even when exercising professional due care, could not have identified the unsuitability of such instructions, requirements and comments, or if the Contractor notified the

Contracting Authority in writing of their unsuitability and the Contracting Authority nevertheless insisted on their use. The Contractor shall not be liable for defects discovered during the execution of the Construction within the scope of Stage 1 that the Contractor could not have foreseen at the time of elaboration of the PDPS and the PIS, even when exercising professional due care.

IX. Contractor's obligations in relation to EU sanctions regulations

- a) The Contractor shall be responsible for ensuring that payments provided by the Contracting Authority under this Contract are not, directly or indirectly, even in part, provided to persons subject to so-called individual financial sanctions within the meaning of 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, and Council Regulation (EC) No. 765/2006 of 18 May 2006 concerning restrictive measures in respect of President Lukashenko and certain officials of Belarus, and who are listed on the so-called sanctions lists (as per Annex No. 1 to both Regulations). Should any of the Regulations be replaced in the future by legislation of similar effect, this obligation shall apply accordingly.
- b) The Contractor shall be responsible for ensuring that, for the duration of the Contract, the conditions set out in Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine are not fulfilled. In particular, the Contractor warrants that it is not:
 - a Russian national or a natural or legal person established in Russia,
 - a legal person more than 50% directly or indirectly owned by any person referred to in the preceding bullet point, or
 - a natural or legal person acting on behalf of or at the direction of any of the persons referred to in the preceding bullet points.

The Contractor shall be responsible for ensuring that, for the duration of the Contract, none of the above conditions are fulfilled with respect to its subcontractor (or any other person proving qualification on behalf of the Contractor) who will participate in the performance of this Contract in an amount exceeding 10% of the value of the performance.

- c) The Contractor shall be obliged to inform the Contracting Authority without delay of any circumstances that affect the Contractor's liability under paragraphs XIII.1 and XIII.2 of this Article. The Contractor shall also be obliged to provide the Contracting Authority with immediate cooperation at any time for the purpose of verifying the truthfulness of such information.

X. Sanctions and interest on late payment

- a) If the Contracting Authority is in delay with the payment of an invoice duly issued to it in accordance with the Contract, beyond the agreed due date, the Contractor shall be entitled to charge the Contracting Authority interest on late payment in the amount of 0.05% of the amount in CZK excluding VAT with which the Contracting Authority is in delay, for each day or part thereof of the delay, until the outstanding amount is paid.
- b) Interest on late payment shall be payable to the Contractor's account within 30 days from delivery of the Contractor's written demand for payment of interest, which shall include the interest calculated by the Contractor and the method of calculation.
- c) If the Contractor is in delay with the commencement of providing any of the Performance Stages, the Contracting Authority shall be entitled to claim from the Contractor a contractual penalty in the amount of 0.05% of the price for providing the relevant Performance Stage under this Contract in CZK excluding VAT, the commencement of which is delayed, for each commenced day of delay, and the Contractor undertakes to pay the contractual penalty so claimed.
- d) If the Contractor is in delay with the progress and/or completion of any of the Performance Stages under the Contract, for reasons solely attributable to the Contractor, the Contracting Authority shall be entitled to claim from the Contractor a contractual penalty in the amount of 0.05% of the agreed price for providing the (entire) relevant Performance Stage under this Contract in CZK excluding VAT, the progress or completion of which is delayed, for each commenced day of delay; the Contractor undertakes to pay such contractual penalty.
- e) If the Contractor fails to duly remedy, in time, the defects asserted by the Contracting Authority under the Contract, the Contracting Authority shall be entitled to claim from the Contractor a contractual penalty in the amount of 0.05% of the price for providing the Contractor's Performance Stage under this Contract in CZK excluding VAT, the performance of which was defective, for each commenced day of delay, or until the Contracting Authority entrusts the remedy of the claimed defects to another professionally qualified legal or natural person, and the Contractor shall be obliged to pay such contractual penalty to the Contracting Authority.
- f) In the event of a breach of obligations in performing the Designer's Supervision and/or the PIS Supervision, the Contracting Authority shall be entitled to claim from the Contractor a contractual penalty of CZK 10,000 for each individual breach of the Contractor's obligation, including repeated breaches.
- g) The Contractor shall be obliged to compensate the Contracting Authority for any pecuniary and non-pecuniary damage arising as a result of the Contracting Authority being unable to use the subject of performance under the Contract properly and without disturbance, in particular in breach of the licence provisions under the Contract. If any representation or warranty of the Contractor contained

in the licence provisions of the Contract proves to be untrue, or if the Contractor breaches any other obligation under the licence provisions of the Contract, such breach shall constitute a material breach of the Contract, and the Contractor shall be obliged to pay the Contracting Authority a contractual penalty of CZK 300,000 (in words: three hundred thousand Czech crowns) for each individual breach.

- h) In the event of a breach of obligations regarding the protection of information designated by the Contracting Authority as confidential, and in the event of a breach of the obligation to provide cooperation pursuant to Article XXI(c), the Contractor shall be obliged to pay the Contracting Authority a contractual penalty of CZK 50,000 (in words: fifty thousand Czech crowns) for each individual breach.
- i) In the event of a breach by the Contractor of its obligation to maintain in force and effect the insurance or the financial guarantee, or its equivalent in the form of a monetary amount deposited into the Contracting Authority's account, the Contractor shall be obliged to pay the Contracting Authority a contractual penalty of CZK 20,000 (in words: twenty thousand Czech crowns) for each month or part thereof during which it does not have an insurance contract or financial guarantee meeting the stipulated parameters.
- j) If the Contractor breaches its obligations under Article XXI(d) or (e) of the Contract, the Contracting Authority shall be entitled to a contractual penalty of CZK 200,000 (in words: two hundred thousand Czech crowns) for each individual breach, including repeated breaches.
- k) If the value of erroneous items in the bill of quantities of construction works, supplies and services, which forms part of the PDPS (hereinafter the "Bill of Quantities"), caused as a result of defects in the results of the Contractor's creative activity or the tangible fixation of the results of the Contractor's activity under the Contract, or as a result of the Contractor's breach of its obligations in handling the matter under the Contract, exceeds 3% of the aggregate value of all items in the Bill of Quantities, the Contractor shall be obliged to pay the Contracting Authority a contractual penalty of CZK 500,000 (in words: five hundred thousand Czech crowns). Erroneous items shall be understood to mean items of the Bill of Quantities containing errors, omissions, ambiguities, inconsistencies or other defects that result in an increase in the costs incurred for the execution of the Construction. For the avoidance of doubt, the parties agree that the values of the items in the Bill of Quantities shall mean the values entered into the Bill of Quantities by the Construction Contractor. If an item is entirely missing from the Bill of Quantities, the value of the item shall be understood to mean the value of the supplemented item as stated in the amendment to the contract with the Construction Contractor within the scope of Stage 1.
- l) If the rules under Article XVIII(a) or (b) of the Contract are breached, the Contractor shall be obliged to pay the Contracting Authority a contractual penalty of CZK 50,000 for each individual breach.

- m) In addition to contractual penalties, the Contracting Authority shall be entitled to compensation for damage incurred in causal connection with any act, omission or neglect by the Contractor associated with a contractual penalty under the Contract.
- n) Contractual penalties shall be payable to the Contracting Authority's account within 30 days from delivery of the Contracting Authority's written demand for payment of the relevant contractual penalty to the Contractor.

XI. Termination of the contractual relationship

- a) The Contract may be terminated either by agreement of the parties, by withdrawal by either party, or by notice given by the Contracting Authority.
- b) An agreement to terminate the contractual relationship must be in writing; otherwise, it shall be invalid.
- c) The Contracting Authority shall have the right to withdraw from the Contract in the event of a material breach of the Contract by the Contractor, if the specific breach of duty by the Contractor is designated as material in the Contract or if the statutory conditions for a material breach of contract within the meaning of Section 2002(1) of the Civil Code are fulfilled.
- d) The parties agree that the following shall constitute a material breach of the Contract by the Contractor:
 - i.) delay by the Contractor in providing any of the Performance Stages under this Contract, exceeding the contractual performance period by more than 30 days,
 - ii.) failure to prove the existence of liability insurance for damage caused by the Contractor in the performance of its activities,
 - iii.) failure to comply with any obligation of the Contractor referred to in Article XVIII(a) or (b) of the Contract,
 - iv.) failure to comply with any obligation of the Contractor arising from the licence provisions,
 - v.) failure to comply with the conditions of the financial guarantee or its equivalent in the form of a monetary amount deposited in the Contracting Authority's account, and failure to remedy the situation even within an additional 7-day period,
 - vi.) any other cases of material breach of contract by the Contractor expressly designated as such in this Contract.
- e) A material breach of the Contracting Authority's contractual obligation shall be deemed to occur if the Contracting Authority is in delay with payment of the price for the performance by more than 30 days and fails to remedy the delay within 10

working days from delivery of the Contractor's written notice of such delay requesting its remedy.

- f) The Contracting Authority shall also be entitled to withdraw from this Contract in the following cases:
 - i.) if a competent court has decided that the Contractor is insolvent within the meaning of Act No. 182/2006 Coll., on Insolvency and the Methods of its Resolution (the Insolvency Act), as amended (regardless of whether such decision has become final),
 - ii.) if insolvency proceedings have been initiated on the basis of the Contractor's own insolvency petition.
- g) Withdrawal from the Contract must be in written form and shall take effect on the date of delivery to the other contracting party. The notice of withdrawal must also specify the reason for withdrawal from the Contract, including a description of the facts on which such reason is based.
- h) The Contracting Authority shall be entitled to terminate the Contract, with respect to the obligations not yet fulfilled by the contracting parties, in relation to individual Performance Stages. The Contracting Authority's notice of termination must be in writing. The Contracting Authority's termination shall take effect upon delivery of the termination notice to the Contractor. If the Contracting Authority's termination notice is delivered to the Contractor, the Contractor shall not be entitled to commence the performance of any Performance Stage under the Contract that has not yet been commenced. If the Contractor nevertheless commences performance of any Performance Stage under the Contract that has not yet been commenced, the Contractor shall not be entitled to payment of the price for such Performance Stage under the Contract.
- i) In the event of termination of the contractual relationship by agreement, withdrawal, or notice given by the Contracting Authority, the obligations of both parties shall be as follows:
 - i) The Contractor shall complete the portion of the Performance Stage already in progress, unless the Contracting Authority determines otherwise;
 - ii) The Contractor shall prepare an inventory of all activities and acts carried out by it for the fulfilment of its obligations under the Contract up to the date of termination of the Contract, valued in the same manner as the prices agreed for the individual Performance Stages under the Contract, and shall also prepare an inventory of all documents obtained in handling the matter under the Contract up to the date of its termination (hereinafter the "Inventory").
 - iii) The Contractor shall invite the Contracting Authority to the formal handover and acceptance of all performance listed in the Inventory, on the basis of a protocol signed by both contracting parties.

- iv) The Contracting Authority shall not be obliged to accept the Inventory if it contains incorrect information.
- v) The Contractor shall perform the final accounting of the performance in accordance with the protocol and shall issue a final invoice.
- j) The performance delivered by the Contractor and accepted by the Contracting Authority in accordance with the Inventory shall, even after termination of the Contract, remain subject to the licence provisions, the insurance provisions and the warranty provisions of the Contract, including liability for defects, price reductions, contractual penalties and compensation for damage arising from defective performance.

XII. Special Provisions

- a) The obligations established for the protection of the Contracting Authority's information that constitutes trade secrets or confidential information shall remain effective even after the termination of the obligations under the Contract.
- b) The Contractor shall not be entitled to assign obligations arising from the Contract to a third person without the Contracting Authority's consent.
- c) The Contractor also undertakes to provide all necessary cooperation for the performance of financial control within the meaning of Act No. 320/2001 Coll., on Financial Control in Public Administration and Amending Certain Acts (the Financial Control Act), as amended, and Act No. 255/2012 Coll., on Control (the Control Code), in connection with the performance of the subject of the Contract.
- d) The Contractor shall be obliged, for the entire duration of the Contract, to retain the qualification that it demonstrated in the procurement procedure prior to the conclusion of the Contract.
- e) The Contractor shall be entitled, during the term of the Contract, to replace a subcontractor listed in the tender submitted in the procurement procedure preceding the conclusion of the Contract, if such subcontractor demonstrated part of the qualification instead of the Contractor, only with the prior written consent of the Contracting Authority. The new subcontractor must possess at least the same qualification that the original subcontractor demonstrated on behalf of the Contractor. The Contracting Authority shall issue written consent to the change within 10 working days from delivery of the request and the necessary documents, provided that the new subcontractor possesses the required qualification. The Contracting Authority may not refuse its consent to the change of subcontractor without objective reasons, provided that the relevant documents are submitted by the Contractor.

XIII. Final Provisions

- a) The rights and obligations of the contracting parties not expressly governed by the Contract shall be governed by the relevant provisions of the Civil Code, the Copyright Act, the New Building Act, the Public Procurement Act and their implementing regulations. The contracting parties undertake to comply with applicable and effective legal regulations.
- b) By signing the Contract, the contracting parties agree to exclude the application of Sections 557 and 1805(2) of the Civil Code.
- c) The contracting parties agree that the Contractor expressly consents to the publication of the contractual terms contained in this Contract to the extent and under the conditions arising from generally binding legal regulations.
- d) This Contract is drawn up and signed in electronic form. The contracting parties undertake to sign this Contract with a valid electronic signature that allows an authorised conversion of this document to be made. Each contracting party shall receive a version of the Contract in *.pdf format bearing valid electronic signatures of both contracting parties.
- e) The Contract may be amended only on the basis of an agreement between the contracting parties in the form of written, numbered amendments signed by both contracting parties.
- f) All disputes arising out of or in connection with the Contract shall be settled primarily by amicable agreement. If an amicable settlement is not reached within 30 days, all disputes arising out of or in connection with the Contract shall be resolved by the court having subject-matter and local jurisdiction in the Czech Republic.
- g) No provision of the Contract may be interpreted so as to limit the Contracting Authority's entitlements set out in the procurement documentation of the public contract.
- h) If any part of the Contract becomes invalid or if performance under the Contract becomes impossible, the parties shall remain bound by the remainder of the Contract unless it follows from the content of the obligation or the purpose of the Contract that the remaining performance has no significance for the Contracting Authority.
- i) The parties do not wish any rights or obligations to be inferred, beyond the express provisions of the Contract, from prior or future practice established between them or from customs generally observed or used in the sector related to the subject of performance of the Contract, unless the Contract expressly provides otherwise.
- j) For the avoidance of doubt, the Contractor expressly confirms that it is an entrepreneur, that it enters into the Contract in the course of its business, and that, therefore, Section 1793 of the Civil Code does not apply to the Contract.
- k) The agreement, billing, enforcement or payment of any contractual penalty under the Contract shall not affect in any way the rights and claims to compensation for

damage and/or loss arising from the breach of the respective obligation, in the full scope, including in excess of the agreed and potentially paid contractual penalty.

- l) The Contractor shall not be entitled to set off any of its claims and/or parts thereof against the Contracting Authority's claims and/or parts thereof.
- m) Section 1765(1) of the Civil Code shall not apply; each contracting party has, within the meaning of Section 1765(2) of that Act, assumed the risk of a change of circumstances.
- n) For the purposes of service of documents, a presumption of delivery shall apply such that, in the case of unsuccessful delivery to the registered office of the contracting party by a postal licence holder, the document shall be deemed delivered upon the expiry of the third working day following the date of dispatch.
- o) Statutory City of Brno, when handling public funds, is obliged to comply with Act No. 106/1999 Coll., on Free Access to Information, as amended.
- p) The contracting parties declare that the data stated in this Contract are not subject to trade secrets. The contracting parties declare that the data stated in this Contract are not information enjoying protection of the confidentiality of property relations.
- q) The Contract shall enter into validity on the date of its signature by both contracting parties and into effect on the date of its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., on Special Conditions of Effectiveness of Certain Contracts, Publication of These Contracts and on the Register of Contracts (the Act on the Register of Contracts). The contracting parties agree that the Statutory City of Brno shall submit this Contract for publication in the Register of Contracts.

XIV. Annexes:

Annex No. 1 – Scope of the Study

Annex No. 2 – Provision of screening procedure, or potential follow-up procedure, under Act No. 100/2001 Coll.

Annex No. 3 – Scope of the DPZ

Annex No. 4 – Scope of the PDPS

Annex No. 5 – Scope of the PIS

Annex No. 6 – Scope of the Designer's Supervision Activities

Annex No. 7 – Scope of the Supervision over PIS activities

Annex No. 8 – Requirements for Building Design in terms of EU Taxonomy

Annex No. 1

Scope of the Study

In addition to the requirements defined in the body of the Contract, the Study shall include:

1. the proposed urban and architectural design solution based on the competition proposal submitted by the Contractor in the Competition,
2. a detailed design including the operational and spatial layout solution,
3. the energy concept and the building services concept,
4. the proposed traffic solution and parking,
5. the necessary surveys to the extent corresponding to the type and location of the project, i.e., all surveys and activities which, in the opinion of the Contractor as a professionally competent person, are necessary for the proper provision of performance within the Study Stage of Performance and for ensuring the purpose of the Contract; the results of these surveys shall be reflected in the Study and subsequently in the relevant project documentation; in particular, these include:
 - a. engineering-geological and hydrogeological surveys (execution of geological probes to determine the subsoil and assess soil usability) – preliminary for the locality, including their evaluation,
 - b. infiltration tests and their evaluation – assessment of the infiltration of rainwater into the geological environment and the feasibility of an infiltration system, the impact of infiltration on the locality and on groundwater quality,
 - c. dendrological survey – inventory of woody plants in the area, assessment of their condition, and determination of their dendrological value,
 - d. verification of possibilities for connection to utility networks, including CCTV inspections of existing pipelines where required,

The Contractor shall prepare a report on the surveys carried out, including documentation and the results of the individual surveys, and shall submit it to the Contracting Authority in two counterparts together with the Study Stage of Performance,

6. detailed geodetic surveying of horizontal and vertical features for the preparation of the Study, including connections to roads and utility networks,
7. assessment of the project in terms of climate change mitigation and climate change adaptation, and implementation of the results of such assessment.¹

¹ [https://www.mzp.cz/C1257458002F0DC7/cz/podminky_cerpani_eu_fondu/\\$FILE/OPZP-ramcova_voditka_pro_dnsh-cp-20230427.pdf](https://www.mzp.cz/C1257458002F0DC7/cz/podminky_cerpani_eu_fondu/$FILE/OPZP-ramcova_voditka_pro_dnsh-cp-20230427.pdf) (Article 4)

Annex No. 2

Provision of screening procedure, or potential follow-up procedure, under Act No. 100/2001 Coll., on Environmental Impact Assessment, as amended (hereinafter the “Environmental Impact Assessment Act”)

The Construction, as an intention pursuant to Section 3(a) of the Environmental Impact Assessment Act, will constitute, under Annex No. 1 to the Environmental Impact Assessment Act, a Thematic Area on a site exceeding the prescribed threshold (2 ha), and will be subject to the screening procedure pursuant to Section 7 of the Environmental Impact Assessment Act. Given its connection to an already existing construction, it will constitute a modification of an intention pursuant to Section 4(1)(c) of the Environmental Impact Assessment Act.

The Contractor shall, within the screening procedure and in accordance with Section 4(1)(c) of the Environmental Impact Assessment Act, procure a decision under which the intention will not be assessed pursuant to Section 7(6) of the Environmental Impact Assessment Act (hereinafter the “provision of the screening procedure”), or, if a subsequent procedure is initiated pursuant to Section 9b of the Environmental Impact Assessment Act, procure a binding opinion on the environmental impact assessment of the execution of the intention pursuant to Section 9a of the Environmental Impact Assessment Act (hereinafter the “provision of the subsequent procedure”).

The provision constitutes the performance of so-called engineering services, consisting of arranging the matter of obtaining all permits, decisions, approvals, and opinions necessary to obtain a binding decision that the intention will not be assessed, or, where applicable, a binding opinion on the environmental impact assessment of the execution of the intention, and further consisting of representing the Contracting Authority before the competent public administration authorities. The Contractor shall be obliged and entitled, when handling the matter, in particular to:

- a) prepare complete documentation required for the provision of the screening procedure or, where applicable, the subsequent procedure,
- b) represent the Contracting Authority in proceedings before the competent public administration authorities,
- c) participate in meetings held by the concerned public administration authorities, as well as meetings with other persons whose consent or opinion is necessary to obtain the decision that the intention will not be assessed, or, where applicable, the binding opinion on the environmental impact assessment of the execution of the intention.

For the purpose of ensuring the above, the Contracting Authority shall grant the Contractor a power of attorney authorising the Contractor to represent the Contracting Authority in proceedings before the competent public administration authorities.

The Contractor shall be obliged to prepare complete documentation necessary for the provision of the screening procedure pursuant to Annex No. 4 of the Environmental Impact Assessment Act.

The basis for preparing the documentation necessary for the provision of the screening procedure shall consist in particular of:

1. the Study,
2. the Contracting Authority's instructions, including comments arising from the meetings of the working committees.

If, within the screening procedure, the competent authority decides on the necessity of a subsequent procedure, the Contractor shall be obliged to prepare complete documentation necessary for the provision of the subsequent procedure.

The basis for preparing the documentation necessary for the provision of the subsequent procedure shall consist in particular of:

1. the Study,
2. the documentation required in the EIA screening procedure,
3. the Contracting Authority's instructions, including comments arising from the meetings of the working committees.

The documentation required in both the screening and subsequent procedures shall be prepared in accordance with the applicable legal regulations and technical standards and in accordance with the Contracting Authority's requirements.

Annex No. 3

Scope of the DPZ

In addition to the particulars defined in the Contract, the DPZ shall contain:

1. the necessary surveys in a scope corresponding to the type and location, i.e. all surveys and activities which, in the Contractor's opinion as a professionally qualified person, are essential for the proper provision of performance in the DPZ Stage of Performance and for fulfilling the purpose of the Contract; the results of these surveys shall be reflected in the relevant project documentation; in particular, these include surveys concerning:
 - a. engineering–geological and hydrogeological surveys (carrying out geological probes to determine the subsoil and, from the perspective of soil usability, detailed for individual structures, including their evaluation),
 - b. a dendrological survey and a pedological survey,
 - c. a survey of the corrosiveness and aggressiveness of the geological environment and of the feasibility of constructing an infiltration system, including the effects of infiltration on the site and on groundwater quality,
 - d. a radon survey.

The Contractor shall prepare a report on the survey carried out, including documentation and the results of each individual survey, and shall submit it to the Contracting Authority in two copies together with the DPZ Part of Performance,

2. documents concerning negotiations with the concerned authorities and with parties to the proceedings, as well as opinions, consents or, where applicable, decisions of the concerned authorities required by special regulations,
3. the incorporation into the project documentation of comments and decisions pursuant to the preceding paragraph,
4. documents, instruments and other particulars forming the annexes to the application for the intention permit under the New Building Act and related implementing regulations,
5. a traffic solution including any closures, traffic signage, diversion routes and the principles of construction organisation,
6. an energy assessment prepared by an energy specialist (an authorised person under Act No. 406/2000 Coll., on Energy Management, as amended) and in accordance with Decree No. 480/2012 Coll., on Energy Audits and Energy Assessments. The energy assessment shall be prepared in accordance with the Requirements for Designing Buildings in terms of EU Taxonomy,

7. a Building Energy Performance Certificate (PENB) – prepared in accordance with Decree No. 78/2013 Coll., on the Energy Performance of Buildings, as amended. The PENB shall be prepared in accordance with the Requirements for Designing Buildings in terms of EU Taxonomy.

Annex No. 4

Scope of the PDPS

In addition to the particulars defined in the Contract, the PDPS shall contain:

1. documents concerning negotiations with the concerned authorities and with parties to the proceedings for the intention permit, as well as opinions, consents or, where applicable, decisions of the concerned authorities required by special regulations,
2. the incorporation into the project documentation of comments and decisions pursuant to the preceding paragraph and pursuant to the intention permit issued,
3. a traffic solution including any closures, traffic signage and diversion routes,
4. a Health and Safety Plan (BOZP) structured as follows:
 - a. basic information on the project and on the participants in the construction,
 - b. the obligations of the construction participants in the area of ensuring health and safety,
 - c. an overview of the basic measures for ensuring health and safety,
 - d. a definition of activities, scope of works and determination of work procedures structured according to the individual construction items of the bill of quantities, a list of risks arising during their performance, including their assessment and proposed measures from the perspective of health and safety,
 - e. the method of reporting extraordinary events and occupational injuries,
 - f. fire protection principles during construction,
 - g. traffic and operational regulations,
 - h. site security,
 - i. occupational safety during maintenance works while the Building is in use,
5. an inventory of movable property by individual items as a separate annex to the bill of construction works, supplies and services, and further categorisation in accordance with applicable legal regulations (currently Act No. 563/1991 Coll., on Accounting, as amended, and the Instruction of the General Financial Directorate No. D22 on the uniform procedure for the application of certain provisions of Act No. 586/1992 Coll., on Income Taxes, as amended),
6. cooperation in preparing responses to inquiries and in inspections carried out by supervisory authorities, e.g. the tax authority.

7. a list of the technologies and machinery proposed in the PDPS, indicating the standard warranty periods provided by the manufacturers of such technologies and machinery, and specifying the necessary service and operational measures relating to these technologies and machinery so that they may be used properly and without interruption for their intended purpose, while also ensuring the preservation of their maximum technical lifespan (i.e. the scope and frequency of such measures as arising from the relevant technical standards and from the usual requirements of manufacturers of such technologies and machinery),
8. the determination of the scope of necessary care for the proposed greenery both during planting and during post-planting care.

Annex No. 5

Scope of the PIS

In addition to the particulars defined in the Contract, the PIS shall contain:

1. a covering report specifying, inter alia, the general requirements for the contractor and for the execution of the Building's interior,
2. floor plans showing the placement of individual elements of the proposed interior of the Building, with clear identification of each element,
3. a detailed specification of the individual elements of the proposed interior of the Building. The specification shall not replace the manufacturing documentation; however, it must clearly indicate the spatial and technical design of each element. For more complex and atypical elements, the specification shall also include a dimensioned schematic drawing. Typical elements may be specified using illustrative images and descriptions. No images or textual specifications may include the names of specific manufacturers,
4. a detailed bill of supplies and services with a bill of quantities, including incidental and other costs. The bill of supplies and services shall, for each individual item, also include installation, transport and other incidental budgetary costs (VRN), which shall be highlighted in the bill of quantities. A detailed description of the individual interior items of the Building shall be provided in the specification,
5. an inventory of movable property by individual items as a separate annex to the bill of construction works, supplies and services, further categorised in accordance with applicable legal regulations (currently Act No. 563/1991 Coll., on Accounting, as amended, and the Instruction of the General Financial Directorate No. D22 on the uniform procedure for the application of certain provisions of Act No. 586/1992 Coll., on Income Taxes, as amended).
6. cooperation in the preparation of responses to inquiries and in inspections carried out by supervisory authorities, in particular audit authorities, the European Commission, the European Court of Auditors, the Supreme Audit Office, the tax authority, the National Fund, the European Anti-Fraud Office, and other competent public authorities.

Annex No. 6

Scope of the Designer's Supervision Activities

As part of performing the Designer's Supervision, the Contractor is obliged to carry out in particular the following activities:

1. acts, when performing the Designer's Supervision activities, in close cooperation with the Contracting Authority or a person designated by the Contracting Authority,
2. participates in the handover and acceptance of the construction site by the Building Contractor, while verifying whether the circumstances known at the time of the handover correspond to the assumptions on which the Project Documentation was prepared,
3. oversees the consistency of the situational and setting-out drawings of individual structures with the overall site plan of the Building,
4. participates in public-law proceedings in cases where it is necessary to clarify or explain connections with the Building Documentation (Project Documentation), unless such participation is already part of another contractual obligation of the Contractor (obtaining decisions, permits and approvals from construction authorities),
5. provides the necessary explanations regarding the Building Documentation and ensures the operative elaboration or removal of deficiencies in the Project Documentation previously submitted by the Contractor so that the Building Contractor can ensure smooth execution of the Building; operative elaboration or removal of deficiencies will be carried out in the form of revisions, so that the documentation fully complies with applicable legal regulations and technical standards, such as the New Building Act, Decree No. 14/2024 on construction requirements in the statutory city of Brno (Brno construction regulations), and Decree No. 131/2024 Coll. on building documentation, as amended, and in relation to other implementing regulations, etc.,
6. provides the necessary explanations and cooperates with the authors of documentation prepared by the Building Contractor (manufacturing documentation, documentation of the actual execution of the Building) and with the author of the health and safety plan,
7. assesses proposals from construction participants for deviations and changes from the relevant part of the Building Documentation,
8. proposes changes and deviations to improve the integrated design of the Building arising during the construction preparation phase and the construction phase, or under separately agreed conditions,
9. assesses proposals for changes to the Building and for deviations from the approved Project Documentation,

10. oversees the compliance of the Building under construction with the Project Documentation verified in the permitting procedure and supervises compliance of the Building under construction with the construction documentation used as the basis for performing the Designer's Supervision; monitors and checks the progress of construction in relation to the documentation, whereby checks of compliance of individual structures or elements with the documentation must be performed by the relevant responsible specialists (e.g. electrical, mechanical, structural, etc.),
11. participates in agreed tests relating both to the handover of individual Building deliveries and to the verification of the achievement of project objectives,
12. participates in Building site meetings and Building production board meetings,
13. ensures the participation of a structural engineer in the inspection of structurally significant parts of the Building's load-bearing structure (foundation base, foundations, reinforcement, joints of the load-bearing frame, etc.),
14. monitors changes to technical standards and regulations (e.g. hygiene, fire protection, etc.) occurring during the preparation and execution of the Building until the issuance of the occupancy approval or occupancy decision that could affect the Building being constructed and subsequently change the requirements for the construction according to the Project Documentation and that could complicate the issuance of the occupancy approval or occupancy decision, and duly and promptly notifies the Contracting Authority's representative of such changes,
15. participates in comprehensive tests and trial operation of the Building,
16. actively participates in the takeover of the Building from the Building Contractor by the Contracting Authority and in the inspection of the removal of defects identified during the Contracting Authority's takeover of the Building, whereby active participation means participation in the inspection of the Building by the Contracting Authority or its technical supervisor, including pointing out defects and unfinished work,
17. actively participates in the occupancy approval process and in the inspection of the removal of occupancy-related defects in the scope described in the preceding paragraph,
18. records findings, requirements and recommendations in the construction logbook,
19. comments on requests for additional construction work (extra work) compared to the procurement construction documentation for the execution of the Building,
20. cooperates in preparing responses to queries and in inspections conducted by supervisory authorities, in particular audit authorities of the European Commission, the European Court of Auditors, the Supreme Audit Office, the tax authority, the National Fund, the European Anti-Fraud Office, and other competent public authorities.

Annex No. 7

Scope of the Supervision over PIS activities

As part of performing the supervision activities, the Contractor is obliged to carry out in particular the following activities:

1. acts, when performing the supervision activities, in close cooperation with the Contracting Authority or a person designated by the Contracting Authority,
2. participates in the handover and acceptance of the installation area by the interior-fit-out supplier, while verifying whether the circumstances known at the time of the handover of the installation area correspond to the assumptions on which the interior design documentation of the Building was prepared,
3. provides the necessary explanations regarding the interior design documentation of the Building and ensures the operative elaboration or, where applicable, the removal of deficiencies in the interior design documentation previously submitted by the Contractor, so that the interior-fit-out supplier can ensure smooth execution of the delivery of the interior fit-out; operative elaboration or removal of deficiencies will be carried out in the form of revisions, so that the documentation fully complies with applicable legal regulations and technical standards,
4. provides the necessary explanations and cooperates with the authors of documentation prepared by the interior-fit-out supplier (manufacturing documentation, documentation of the actual execution),
5. assesses proposals for changes and deviations to the delivery compared to the approved interior design documentation of the Building,
6. oversees compliance of the executed delivery of the interior fit-out with the interior design documentation of the Building,
7. participates in site meetings and production board meetings related to the delivery of the interior fit-out, participates in construction site meetings where the Contractor's presence is necessary for coordinating ongoing construction work with the delivery of the interior fit-out,
8. participates in site meetings during the execution of the Building where the Contractor's presence is necessary for coordinating ongoing construction work with the delivery of the Building's interiors,
9. monitors changes to technical standards and regulations during the preparation and execution of the delivery of the interior fit-out until the issuance of the occupancy approval or occupancy decision that could affect the executed delivery of the interior fit-out and subsequently change the requirements for its execution according to the interior design documentation of the Building and that could complicate the issuance of the occupancy

approval or occupancy decision, and duly and promptly notifies the Contracting Authority's representative of such changes,

10. actively participates in the takeover of the delivery from the interior-fit-out supplier by the Contracting Authority and in the inspection of the removal of defects identified during the Contracting Authority's takeover of the interior-fit-out delivery, whereby active participation means a complete independent inspection of the executed delivery or participation in the inspection of the delivery by the Contracting Authority or its technical supervisor, pointing out defects in the delivery of the interior fit-out, recording identified defects and submitting such record to the Contracting Authority,
11. comments on requests for extra works compared to the interior design documentation of the Building,
12. provides cooperation in preparing responses to additional queries of participants in the procurement procedure for the supplier of the interior fit-out,
13. provides cooperation in preparing responses to queries and in inspections conducted by supervisory authorities, in particular the audit authorities of the European Commission, the European Court of Auditors, the Supreme Audit Office, the tax authority, the National Fund, the European Anti-Fraud Office, and other competent public authorities.

EU Taxonomy Requirements for Building Design

I. BUILDING ENERGY PERFORMANCE

1. Explanation and definition of individual eligibility criteria in the area of building energy performance

a) For assessing indoor environmental quality for all buildings:

Permanent CO₂ concentration ≤ 1500 ppm must be ensured in residential and occupied rooms, in accordance with the Best Practice Rule of the Czech Chamber of Commerce No. HKCR/4/17/01 of 16 August 2017, TPW 170 01 – fulfilment of the criterion is assessed based on a declaration by an authorised person in the field of indoor environmental engineering, including a list of residential and occupied rooms in the assessed building and a description of how the ventilation concept is ensured with reference to the project documentation and a description of compliance with the Best Practice Rule of the Czech Chamber of Commerce No. HKCR/4/17/01 of 16 August 2017, TPW 170 01.

b) For assessing measures to reduce energy consumption of a new building:

The new building will be designed to the passive energy standard (this also applies to extensions and superstructures) and will achieve the following values of energy indicators:

Monitored indicator	Required value
Air permeability of the building envelope at a pressure difference of 50 Pa	$n_{50} \leq 0.6 \cdot h^{-1}$
Average thermal transmittance coefficient	$U_{em} \leq 0.35 \text{ W} \cdot \text{m}^{-2} \cdot \text{K}^{-1}$
Specific heating demand – average building height $\leq 4 \text{ m}^*$	$\leq 15 \text{ kWh} \cdot \text{m}^{-2} \cdot \text{a}^{-1}$
Specific heating demand – average building height $\geq 8 \text{ m}^*$	$\leq 20 \text{ kWh} \cdot \text{m}^{-2} \cdot \text{a}^{-1}$
Specific cooling demand	$\leq 15 \text{ kWh} \cdot \text{m}^{-2} \cdot \text{a}^{-1}$
Maximum daily indoor air temperature in summer	$\leq \Theta_{ai,max,N}$
Primary energy from non-renewable sources	$E_{pN,A} \leq 0.80 \cdot E_R$

*The result of the specific heating demand calculation is rounded to the nearest whole number. The heating demand requirement for buildings with an average height between 4 m and 8 m is defined by a linear relation between the points $[4 \text{ m}, 15 \text{ kWh} \cdot \text{m}^{-2} \cdot \text{a}^{-1}]$ and $[8 \text{ m}, 20 \text{ kWh} \cdot \text{m}^{-2} \cdot \text{a}^{-1}]$.

Natural gas must not be used as the heating source (this does not apply to projects assuming connection of the new building to a district heating system²).

² A district heating and cooling system is understood to mean a system composed of an interconnected heat source or sources and a thermal distribution facility used to supply thermal energy for heating, cooling, domestic hot

2. In the case of the installation of photovoltaic systems:

- Only generating plants in which exclusively photovoltaic modules, inverters and electrical storage units with independently verified parameters, demonstrated by certificates issued by accredited certification bodies³, will be eligible for support. The certificates must be issued on the basis of the sets of standards listed below:

Technology	Sets of standards (where relevant)
Photovoltaic modules	IEC 61215, IEC 61730
Inverters	IEC 61727, IEC 62116, IEC 61000 series according to type
Electrical batteries	According to the type of battery (for the most common lithium batteries: IEC 63056:2020 or IEC 62619:2017 or IEC 62620:2014)

- The photovoltaic modules and inverters used must achieve at least the minimum efficiencies listed below:

Technology	Minimum efficiency
Photovoltaic modules under Standard Test Conditions⁴ (STC)	19.0 % for monofacial monocrystalline silicon modules, 18.0 % for monofacial multicrystalline silicon modules, 19.0 % for bifacial modules at 0 % bifacial gain, 12.0 % for thin-film modules, Not specified for special products and applications ⁵ .
Inverters	97.0 % (Euro efficiency)

- Only components with a guaranteed service life may be used during implementation:

Technology	Required service-life assurance
Photovoltaic modules	<ul style="list-style-type: none">- min. a 20-year linear performance warranty with a maximum decrease to 80 % of the original output guaranteed by the manufacturer- min. a 10-year product warranty guaranteed by the manufacturer
Inverters	<ul style="list-style-type: none">- a warranty by the manufacturer or supplier lasting at least 10 years for their prompt replacement or adequate substitution in the event of failure or damage

water, and technological processes, if operated on the basis of a licence for heat generation and a licence for heat distribution; a district heating and cooling system is established and operated in the public interest.

³ An accredited entity according to ČSN EN ISO/IEC 17065:2013.

⁴ Standard Test Conditions – irradiance of 1000 W/m², AM1.5 Global spectrum, and module temperature of 25 °C.

⁵ For example, special photovoltaic roofing, technologies intended for flat roofs with low load-bearing capacity.

Electrical batteries	<ul style="list-style-type: none"> - a warranty with a maximum decrease to 60 % of nominal capacity after 10 years of operation, or achievement of at least 2,400 times the nominal energy (Energy Throughput)⁶
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- The inverters used must be equipped with continuous or discrete controllability of the power supplied to the electricity system, enabling a change in the generating plant's output.
- Support for building an electricity-storage system may be provided only for systems with a capacity⁷ in the range of min. 20 % and max. 100 % of the theoretical hourly generation at the installed peak PV output⁸.
- In the case of battery storage, technologies based on lead, NiCd or NiMH are not supported.
- Only generating plants located on the roof structure or on the façade of a building, connected to the ground by a permanent foundation and recorded in the Land Register, will be supported. An exception applies to projects where, for technical reasons, the required output cannot be installed directly on the building (this must be justified in the project documentation). In such cases, other existing paved areas in the immediate vicinity of the building or building complex may be used.

3. In the case of the implementation of solar thermal systems, only the following are supported:

- equipment meeting the requirements of ČSN EN ISO 9806 or ČSN EN 12975-2,
- solar collectors meeting the minimum efficiency value η_{sk} pursuant to Decree No. 441/2012 Coll. on determining the minimum efficiency of energy use in electricity and heat production under a solar irradiance of 1000 W/m²,
- equipment with a specific usable gain $q_{ss,u} \geq 350$ (kWh.m⁻².year⁻¹).

4. Method of preparing the building energy performance certificate

The Building Energy Performance Certificate (PENB) shall be prepared in accordance with Decree No. 264/2020 Coll. on the energy performance of buildings, as amended, on the basis

⁶ For example, a battery with a nominal capacity of 1 kWh must be capable of delivering at least 2,400 kWh of energy over its lifetime.

⁷ Battery-storage capacity means the "usable storage capacity". This capacity must be demonstrated by warranty tests when the system is commissioned.

⁸ For the purposes of this call, the installed PV output of 1 kWp corresponds to a theoretical hourly generation value of 1 kWh at the installed peak PV output.

of and in accordance with the submitted project documentation for the existing state as well as the state after implementation of the proposed measures (for relevant projects), and in accordance with the typical usage profile of the building. The PENB must contain a registration number.

If changes are made to the project that affect the energy indicators stated in the PENB, the applicant is obliged to submit an overview of the changes made, the project documentation of the actual state, and demonstrate compliance with the binding programme requirements by means of a building energy performance certificate reflecting the actual state.

5. Requirements for the PENB in accordance with Decree No. 264/2020 Coll. on the energy performance of buildings, as amended

In accordance with this Decree, the PENB and its annexes must contain:

- A list of the boundary conditions of the calculation and the results achieved:
 - Description of the typical usage profile of the building for the zones considered – in the case of non-residential zones, the use of typical usage profiles pursuant to ČSN 730331-1 is permitted only on the condition that the building is not used in its existing state. The typical usage profile is based on data on the current operation of the building and the anticipated operation of the building after implementation of the proposed measures, taking into account the information provided in the project documentation.
 - A schematic division of the building into the calculation zones stated in the PENB.
 - A description of the compositions of the building envelope structures, including shading elements and the method of their control.
 - A description of the building's technical systems, including their methods of regulation and control, and the properties relevant for calculating the building's energy indicators.
 - A description of the method for determining the calculation of the specific heat flux by ventilation in accordance with Annex No. 5 to Decree No. 264/2020 Coll.
- A calculation protocol of heat transfer coefficients of structures in the proposed state,
- A calculation protocol of the specific annual heating energy demand EA and the cooling energy demand containing the important input data necessary for back-checking the calculation,
- A calculation protocol of primary energy from non-renewable sources containing the important input data necessary for back-checking the calculation, and

- A calculation protocol of the highest daily indoor air temperature in the summer period $\theta_{ai,max}$ [°C].

6. Method of preparing the energy assessment

The energy assessment must be prepared in accordance with Act No. 406/2000 Coll., on energy management, as amended, and in accordance with Decree No. 141/2021 Coll., on the energy assessment and on data recorded in the Energy Consumption Monitoring System, as amended.

As part of the project, the implementation of energy management must be ensured, including the installation of measuring equipment for evaluating energy savings, in accordance with the "Methodological Guideline for Meeting the Requirement for the Implementation of Energy Management"⁹.

II. REQUIREMENTS FOR THE PRODUCTS USED:

a) Sustainable use and protection of water and marine resources	<p>Where the following water-using devices are installed, except when installed in residential units, the stated water consumption must be evidenced by product technical sheets, construction certification, or an existing product label in the Union in accordance with the technical specifications set out in Annex E:</p> <ul style="list-style-type: none"> a) washbasin taps and kitchen taps have a maximum water flow rate of 6 litres/min; b) showers have a maximum water flow rate of 8 litres/min; c) WCs, including sets, pans and cisterns, have a maximum full flush volume of 6 litres and a maximum average flush volume of 3.5 litres; d) urinals consume a maximum of 2 litres/urinal/hour. Flush urinals have a maximum full flush volume of 1 litre.
b) Transition to a circular economy	<p>At least 70 % (by weight) of construction and demolition waste not classified as hazardous (excluding naturally occurring materials listed under category 17 05 04 of the European List of Waste established by Decision 2000/532/EC) generated on the construction site is prepared for reuse, recycling, and other material recovery operations, including backfilling where waste replaces other materials, in accordance with the waste-management hierarchy and the EU Construction and Demolition Waste Protocol. Operators minimise waste generation in</p>

⁹

https://opzp.cz/files/documents/storage/2023/03/01/1677681749_Metodick%C3%BD%20n%C3%A1vod%20pro%20spln%C4%9Bn%C3%AD%20po%C5%BEadavku%20na%20zaveden%C3%AD%20EM.pdf

	<p>construction- and demolition-related processes in accordance with the EU Construction and Demolition Waste Protocol, taking into account best available techniques and applying selective demolition to enable the removal of hazardous substances and their safe handling, and facilitate reuse and high-quality recycling through the selective removal of materials using available sorting systems for construction and demolition waste.</p> <p>Building projects and construction methods support the circular economy and, with reference to ISO 20887 or other standards for assessing building disassembly or adaptability, in particular demonstrate that they are designed to be more efficient, adaptable, flexible and disassemblable, with the aim of enabling reuse and recycling.</p>
c) Prevention and reduction of pollution	<p>From construction elements and materials used in the building which may come into contact with users, less than 0.06 mg of formaldehyde per m³ of material or element is released when tested under the conditions set out in Annex XVII to Regulation (EC) No 1907/2006, and less than 0.001 mg of other carcinogenic volatile organic compounds of categories 1A and 1B per m³ of material or element is released when tested according to CEN/EN 16516 and ISO 16000-3:2011 or other comparable standardised test conditions and determination methods.</p>