**CONTRACT FOR WORK**

concluded in compliance with S. 2586 and Act No. 89/2012 Coll., Civil Code, as amended

**Section I.**

*Contracting Parties*

1. **Centrum dopravního výzkumu, v.v.i.**

Registered seat: Líšeňská 33a, 636 00 Brno

Company Identification Number:  44994575

Tax Identification Number: CZ44994575

Jednající: prof. Ing. Karel Pospíšil, Ph.D., MBA, ředitel

Contact person: Mgr. Ing. Petr Polanský

E-mail: petr.polansky@cdv.cz

Bank details: Komerční banka Brno - město

Account Number: 100736621/0100

company is registered in the Register of Public Research Institutes established by the Ministry of Education, Youth and Sports

(hereinafter referred to as “**Principal”**)

2. Company Title: …………………..

Registered seat: …………………..

Company Identification Number: …………………..

Tax Identification Number: …………………..

Authorized person: …………………..

Bank details: …………………..

Account Number: …………………..

Information on the registration in Commercial Register or a similar register (if Contractor is registered there) …………………..

Contact persons: …………………..

(hereinafter referred to as ”**Contractor”**)

agreed to conclude the contract for work specified below.

**Section II.**

# *Preamble*

1. Principal is Contracting Authority of tender **“VR 67B: Purchase of Driving Simulator for Transport R&D Centre”** (hereinafter referred to as “**public contract**”), commissioned in compliance with Act No. 137/2006 Coll., on Public Contracts, as amended (hereinafter referred to as “**ZVZ”**).
2. Contractor’s offer was awarded the tender, specified above in Article 1.
3. The aim of the public contract in question is a functional simulator for driving of trucks and buses. Principal has an interest in Contractor’s activity to perform the Work, while Contractor is fully aware of Principal’s interest and is ready to perform its activities in order to duly satisfy Principal’s interest.
4. Contractor is aware of the fact that the public contract will be funded from the Operational programme Research and Development for Innovations (hereinafter referred to as “OP VaVpI”) of the Ministry of Education, Youth and Sports, and declares that they shall meet all requirements thereof.
5. Contractor declares checking the soundness of the submitted materials by Principal, examined technical specification in terms of the applicable standards and regulations, and declares that all received documents allow Contractor to perform the Work and meet statutory conditions and generally accepted technological level. Contractor accepts guarantee for them. In case it is later found that its is necessary to change technical specification in accordance with this Contract, due to a discrepancy with the relevant regulations and Acts, Principal shall not accept the change in the agreed price for the Work specified in this Section.
6. Contractor’s obligation was to check the amount and completeness of all work and supplies, and any later fault demonstration shall not be accepted by Principal, while the consequences arising thereof shall not have an effect on the change in price for the Work. The same approach shall be applied in the case that during work performance it is found that an item is missing in the list of works and supplies, although its existence is obvious on the basis of the submitted technical specification or necessary for the performance of Work, its full functionality and required quality.

**Section III.**

*Contract Subject Matter*

1. The subject matter of the contract is Contractor’s obligation to perform the Work specified in Section II (3) and Section III (2) of this contract, supply Principal with the subject matter to the place of performance, assemble, install and put the subject matter into operation, including the function test, and train Principal’s operating personnel duly and in time (hereinafter referred to as “subject matter”). The detailed subject matter specification is available in Annex 1, which is an integral part of this contract.
2. The basic function of the supplied equipment is a driving simulator. The driving simulator shall particularly be used for research and demonstrations of the interface human – machine.
3. Contractor undertakes to provide and document the following to all products and goods delivered within the subject matter:

* valid declarations of conformity or their copies, issued in compliance with European or national legislation,
* certificates and attestations which are issued by authorized persons for individual specific types of subcontracts in compliance with special provisions,
* operating manuals and user’s documentations, including software manual in Czech or English language,
* accessories necessary for functioning and checking of the device status.

The documents proving the quality technical properties of the products must be valid along the whole subject matter performance, at the latest on the day of putting into operation and its handover to Principal.

1. The performance of the Work, as referred to Article 1 of this Section, is particularly understood as the performance of all work and supplies which are necessary for the performance of the Work in accordance with this contract, even in case the work or supplies are not an integral part of this contract or an annex of this contract. Contractor’s obligation to perform the Work particularly includes the performance of assembly and other activities and services, including the provision of workforce, mechanisms and materials which are necessary for the performance of the Work in accordance with this contract, execution of all required tests and revisions, and production of the documentation of the real performed Work.
2. The parties may agree on a change in the scope of the Work by a written amendment to this contract.
3. By exercising due commercial care, Contractor is obliged to identify all obstacles preventing the performance of the Work in a way and to the extent specified by this contract, and inform Principal of them in writing at the latest prior the signature of the contract and commencement of the Work performance. In case Contractor fails to meet this obligation, he is not entitled to the price for a part of the Work performed by Contractor until the moment of finding such obstacle.

**Section IV.**

##### *Price for Work*

1. Contracting parties agreed that Principal shall pay Contractor for the performance of the Work in compliance with Section III of this contract the agreed total price of:

Price for complete performance:

Amounting to **CZK** **…………….,** excl. VAT.

VAT of 21% amounts to CZK ………...

Total price including VAT amounts to CZK **……..** (in words……………………………).

1. The agreed price for complete fulfilment of the Work in accordance with Article 1 of this Section is final and the maximum permitted price. The agreed price includes all Contractor’s costs on the proper performance of the Work in the extent specified in Section III of this contract.
2. With the price for the performance of the Work, Contractor shall charge VAT at the statutory rate specified by Act No. 235/2004 coll., on VAT, as amended. Alternatively, in case VAT is changed during the performance of the Work, Contractor undertakes to charge VAT in compliance with the valid regulations.

1. The agreed price also includes all prices of work and supplies not mentioned in the technical specification but of which Contractor knew or may have known within their professional knowledge that they are necessary for the performance of the Work. The price for Work also includes transport costs, handling costs, insurance and other costs of Contractor necessary for timely and complete performance of the Work in accordance with this contract. The agreed price also includes all potential taxes, customs, licenses, and other payments, as well as packaging, marking, and certificates related to the subject matter of the contract. The price also contains costs for assembly and installation, putting into operation including the function test, delivery of accessories, particular software and firmware, training of Principal's operating personnel, and the test proving the required parameters of the equipment. Furthermore, the order includes the delivery of other equipment necessary for the installation and correct functioning of the device. The price also includes the insurance of transport, all the Principal´s expenses connected to ensuring of the free of charge warranty servicing during the warranty period, etc. In addition, the price includes a payment for software license, payments for the upgrade of firmware and software, which are a part of this contract provided along the whole length of warranty period.
2. In case Contractor performs any of the works without Principal's written consent, Principal has the right to refuse to pay for them.
3. The final price for the Work specified in Article 1 of this Section can only be exceeded if VAT having an effect on the amount of the offer price is changed during the subject matter performance and by fulfilment of the conditions by Section XVII. of this contract, or a change of the scale of Work according this Contract will be needed.

**Section V.**

*Invoicing and payment conditions*

1. Principal shall pay the agreed price for the performance of the Work to Contractor on the basis of an invoice which Contractor submits to Principal in accordance with the provisions of this contract.
2. The invoicing will be performed on the basis of an invoice issued by Contractor after handover of the complete Work, after the training of Principal´s employees and, and after the formal acceptance of the Work. The final invoice annex shall contain the handover records of Work. The condition for the invoicing is the submission of all documents meeting all conditions and requirements specified in the technical specification and all documents necessary for the permission to use the Work and other documentation in accordance with Section III. Article 3 and Section X. of this contract
3. Invoices shall comply with valid, generally applied legal regulations concerning tax documents, i.e. comply with Act No. 235/2004 Coll., on VAT, and shall contain the title of the event “**VR 67B: Purchase of Driving Simulator for Transport R&D Centre**” and the contract number of Buyer: **SML/…../2014**.In case invoice is not issued in compliance with payment terms and fails to comply with the requirements, Principal has the right to return such invoice; such invoice expires on return.
4. The due date of the invoice is 14 calendar days after it´s delivery.
5. The payment is considered settled on the day Principal’s account is debited by the particular amount on the basis of the invoice and the payment is transferred to Contractor’s account.
6. All payments of Principal regarding this contract shall be made as bank transfer to Contractor’s bank account specified in the tax document – invoice.
7. In case the payment for invoice by Principal is based on the reception of financial sources from the Operation Programme Research and Development for Innovations, Principal is not obliged to settle the interest on late payment for the maximum of 90 days of delay, if Principal proves not having had these financial sources available. Principal is obliged to transfer the amount to be paid to Contractor’s bank account within 10 days after the reception of these financial sources; in case Principal fails to do so, Principal is obliged to pay interest on late payment amounting to 0.05% of the amount to be paid for each delayed day from the day following the day on which Principal received funds from the finance source provider. In case such day is a weekend day or public holiday, Principal is obliged to transfer the due amount to the account of Contractor on the day following such weekend day or public holiday.

**Section VI.**

*Performance time*

1. The complete Work without any defects and outstanding works shall be completed and submitted to the Principal until 23th December 2014.
2. Contractor undertakes to perform the Work fully and completely, within the deadline and quality in compliance with this contract, and in the condition to be properly used.
3. The change in the binding time of performance is only possible on the basis of a written agreement of both parties.
4. In the case, that the Contractor will be in delay with fulfilling of the Work without any written agreement of the deadline change by both the contracting parties, the Principal has right to withdraw from this Contract. In this case the Contractor has no right to any compensation of costs expended by the Contractor till the moment of the Principal´s withdrawal from this Contract.

**Section VII.**

*Place of Performance*

1. Within the performance of the Work, Contractor bears all costs and risks related to its activities concerning the performance of the subject matter of the contract (e.g. material storage, arrival and departure of vehicles, and other machines).
2. Contractor is liable for damaged property at Principal's premises. Contractor bears all costs on electrical energy, water and other media for the needs of the subject matter of the contract.
3. Contractor is obliged to deliver, install and assemble the device at the place of performance, which is the registered seat of Principal, i.e. Líšenská 2657/33a, 636 00 Brno – Líšeň.

4. The training of personnel and tests proving the required parameters of the device shall be performed at the place of performance. Warranty and post-warranty servicing, spare parts delivery, and repairs shall also be performed at the place of performance.

**Section VIII.**

# *Performance of Work*

1. Contractor undertakes to perform the Work so that no damage is incurred on the property of third party.
2. Contractor undertakes to perform the Work in accordance with this contract exercising due professional care.
3. Contractor bears full responsibility for the organization of the work process, for maintaining regulations on work safety and protection of health during work, maintaining fire prevention measures and regulations, maintaining hygienic and other regulations related to the performance of the Work and Contractor is obliged to pay all damages on health and property incurred by breaching of the above mentioned regulations.
4. Principal has no responsibility for any loss, damage or theft of items and material deposited by the Contractor, its employees or others in the building of the Client.
5. The list of parts of the public order, Contractor intends to commission to other persons, or the specification of works of individual contractors, or members of contractor association for the public contract in question, is included in Annex 3 of this contract.
6. In case Contractor delegates the performance of the Work or any of its parts to another person, all responsibility with the performance of the Work is born by Contractor.
7. Contractor is obliged to allow Principal or by him authorised persons to check the course of work anytime.
8. Contractor allows the staff of Principal and its suppliers the entry into the object where the Work shall be performed.
9. In case Contractor finds hidden obstacles, while performing the Work, which prevent the performance of the Work by the agreed way in accordance with this contract, Contractor is obliged to inform Principal immediately, cease work on the Work and propose a change of the Work to Principal. In case the contracting parties fail to agree on the change of the Work within due time, Principal has the right to withdraw from contract. The right of Principal for the compensation to damages is not affected.

**Section IX.**

*Quality Conditions of Work*

1. Contractor undertakes to guarantee that performance and quality of the Work and its parts complies with this contract, general legal regulations, valid technological standards and is free of any errors of law or errors preventing proper use of the Work or its parts. Furthermore, Contractor undertakes that usual and proven technologies shall be used for the performance of the Work, the Work including all its part shall be performed with due professional care in professional quality and shall comply with generally accepted standards.
2. All professional work must be performed by Contractor’s staff or by its subcontractors with appropriate qualification. Contractor is obliged to submit the staff qualification documents upon Principal’s request.
3. Principal or by him authorized person may require viewing manufacturing drawings or other materials and results of quality tests anytime during the implementation of the Work.

**Section X.**

*Handover and Reception of Work*

1. Contractor fulfils its obligation to perform the Work in accordance with this contract by its proper completion and handover to principal under the conditions specified in this Section.
2. Contractor is obliged to inform Principal in writing at least 10 work days prior the date when Work shall be ready for handover.
3. In case the generally binding regulations or valid technical standards require the performance of tests, revisions, or attestations related to the Work or its part, Contractor is obliged to ensure their successful performance prior the handover of the Work or its parts to the Principal.
4. Principal only accepts the Work or its parts in case its performance complies with this contract, is fully functional, and is free of faults and imperfections, with the exclusion of slight faults and imperfections which do not prevent from proper and safe using of the Work or its parts.
5. A handover and acceptance certificate shall be made by the contracting parties which shall contain an overview of works, a list of discovered faults and imperfections, agreed deadlines for their removal or other measures (if agreed), or other legal and contractual rights, exerted by Principal, based on Contractor’s liability for faults of Work or its parts and a list of documents handed to Principal by Contractor at the acceptance of the Work (see Article 8 of this Section).
6. In case Principal does not accept the Work or its parts, a non-acceptance certificate shall be made between the contracting parties on the reason of the non-acceptance, while providing statements of both contracting parties. In the case of the non-acceptance of the Work or its parts, both contracting parties shall specify an alternative date for handover and acceptance of the Work or its parts. Contractor is obliged to fulfil the deadline to handover the complete and functional Work according to the Section VI of this Contract.
7. For the purpose of this contract the Work or its parts is considered duly completed at the moment of the signature of the Work or its parts handover and acceptance certificate by both contracting parties. In case the Work or its part is accepted by Principal with faults or imperfections, the Work or its part is considered duly completed after the removal of all faults and imperfections specified in the Work handover and acceptance certificate or by satisfying another legal or contractual right exerted by Principal on the basis of Contractor’s liability for faults of Work, unless specified otherwise in writing by both contracting parties.
8. At the handover and acceptance of the Work or its part, Contractor provides Principal with all documents, test reports, necessary for the further use of the Work or which are required by applicable standards and regulations, particularly:

* attestations, warranty statement, certificates of conformity
* reports and certificates of all required tests, measurements
* required measurements of noise, vibrations, microclimatic conditions
* a list of devices and equipment which are a part of the Work, their certificates and operation manuals in Czech or English language
* reports on testing the assembled equipment, performed revision tests, technical documentation of the actual performance in 3 copies (PDF format)
* certificates establishing the eligibility of the installation for use
* certificates establishing the eligibility of Principal’s staff to operate and duly use the device

The Work cannot be considered completed and suitable for handover without these documents.

1. Contractor undertakes to duly remove all faults and imperfections arising from the acceptance process in the deadline specified in the Work or its part handover and acceptance certificate in accordance with Article 5 of this Section or in the Work or its part non-acceptance certificate in accordance with Article 6 of this Section. In case the deadline for fault or imperfection removal is not specified in such way and in case Principal, in relation to discovered faults or imperfections, does not exert another legal or contractual claim based on the Contractor’s liability for faults of Work, Contractor is obliged to remove the fault or imperfection at the latest within 5 (five) working days from the day of its notification by Principal.
2. Principal is not entitled to reject the acceptance of the Work or its part due to faults which Contractor informed Principal about in writing and Principal insisted on their use.

**Section XI.**

*Warranty and Liability for Fault*

1. Contractor guarantees and is liable that the Work performed by Contractor in accordance with this contract is complete, fully functional, and eligible for the purpose for which it was created, and that its quality complies with the requirements specified in Section IX of this contract.
2. Contractor provides Principal with warranty for the Work quality by this contract in the scope specified in Section XI of this contract (hereinafter referred to as “Warranty”).
3. Warranty period for the Work is 30 months. Warranty period for Work and all its parts commences on the day of the signature of handover and acceptance certificate to all the parts of the performance according to Section IV of this Contract, i.e. complete and fully functional Work by both contracting parties in accordance with Section II, Art. 3 of this contract.

1. With the warranty, Contractor accepts the obligation that the Work is fully functional and eligible to be duly used within the whole warranty period and that it keeps the properties specified in Section IX of this contract.
2. Warranty is not applied to faults caused by Principal or incurred due to external events, or due to force majeure, unless they were caused by Contractor or person(s) with whom Contractor was fulfilling its obligation of this contract.
3. Principal is obliged to inform Contractor of the faults of the Work found by Principal after handover and acceptance of the Work at the latest on the last day of the warranty period. The notification sent by Principal on the last day of the warranty period is considered timely notification. For the needs of this contract, faults include imperfections, i.e. unfinished work in comparison with the agreed scale of the subject matter of the Work.
4. Contractor undertakes to remove free of charge any faults of the Work which were incurred or appeared within the warranty period, within 10 working days from their notification by Principal, or within the same time period by satisfying another legal or contractual right exerted by Principal on the basis of Contractor’s liability for faults of Work.
5. Contractor undertakes to examine and commence the removal of faults of the Work which may cause further damage on Principal’s property or on property of third parties, or which may lead to limited use of the Work (emergency condition) within 3 days from their notification by Principal.
6. In accordance with Article 3 of this section, warranty period is prolonged by the time when it was impossible to use the Work or its part in its full extent due to a fault and its removal.
7. In case Contractor fails to remove the faults of the Work duly and timely, Principal has the right to commission the removal of faults of the Work to another entity. Contractor bears the cost associated with removal of the faults in this case in full amount.
8. A fault removal report, signed by both contracting parties, shall be made on the time and the subject matter of the fault.
9. Principal undertakes to allow Contactor entry to the premises for repairs and removal of imperfections after the Work handover.

**Section XII.**

*Contractual Penalties*

1. In case Contractor is delayed with the Work or its part handover, contracting parties agree with a penalty which can be claimed by Principal amounting to 0.05 % of the complete Work price, incl. VAT, for each day or part thereof of the delay.
2. In case Contractor is delayed with removing faults or imperfections arisen from the acceptance procedure, or found in the warranty period, contracting parties agree with a penalty which can be claimed by Principal amounting to 0.05 % of the Work price, incl. VAT, for each day or part thereof of the delay.
3. In case Contractor breaches its obligation to remove faults within the warranty period after the faults were duly notified, Contractor is obliged to pay a contractual fine to Principal amounting to CZK 1,000 for each day or part thereof of such breach.
4. In case Contractor is delayed with any monetary obligations in accordance with this contract, contracting parties agree with a penalty amounting to 0.005 % of the sum payable for each day of the delay.
5. In case Principal is delayed with monetary obligations longer than 30 days, with the exception of objective circumstances specified in Article 7, Section V of this contract, after prior written notification by Contractor of this fact, contracting parties agree with a penalty amounting to 0.05% of the amount Contractor is entitled to invoice, for each month or part thereof of the delay.
6. Paying the agreed contractual penalty does not affect principal’s right to compensation of damages.
7. Any contractual penalty agreed on the basis of this contract is due within 5 (five) working days from its exertion by Principal at Contractor.
8. In case Principal becomes entitled to contractual penalty in accordance with this contract from Contractor, Principal has the right to credit the amount corresponding with the contractual penalty against any Contractor’s accounting document and reduce the agreed price of the Work by such amount.

**Section XIII.**

*Contract Termination*

1. Contracting parties may withdraw from contract by an agreement which must be in writing.
2. Principal has the right to withdraw form contract from the following reasons:
3. Contractor is delayed with the performance or completing of the complete performance according Section VI Article 2 of this contract longer than 15 calendar days and fails to resolve the situation within reasonable additional time specified in Principal’s written request for action, or
4. according the agreement of the contracting parties according to Section VI Article 5 of this Contract, or according to Section XIV of this Contract, or
5. Contractor performs the Work in contradiction with this contract and fails to resolve the situation (i.e. particularly, but not exclusively so, removing the faults incurred by erroneous performance of the Work), despite having been notified of its behaviour or breaching obligations and requested to resolve the situation by Principal, or
6. Contractor unreasonably ceases or breaks work, or
7. Contractor is delayed with the removal of any fault or imperfection of the Work in accordance with this contract longer than 20 days, or
8. there is a fault of the Work recurring (i.e. at least three times) within the warranty period, that will not be removed in additional given term, or
9. there are more faults (i.e. at least three faults) of the Work appearing within the warranty period, that will not be removed in additional given term, or
10. Contractor fails to arrange, neglect arranging, or is unable to arrange for necessary things, services or workforce for the performance or completion of the Work in accordance with the contract, or
11. Contractor prevents or otherwise makes it impossible to perform checking of the Work or its part, or
12. Insolvency proceeding was opened against Contractor, Contractor was declared bankrupt, or the application for bankruptcy shall be rejected for insufficiency of Contractor’s assets, or clearing of debts or reorganization shall be allowed.
13. Contractor has the right to withdraw from this contract in case Principal is delayed with meeting its monetary obligations based on this contract towards Contractor longer than 60 calendar days, and Principal fails to remedy this breach of obligations in accordance with this contract in reasonable additional time period specified in Contractor’s written request for action, which may not be shorter than 30 calendar days from the day Principal received this request from Contactor.
14. The withdrawal must be in writing and is effective as of the day of its delivery to the other contracting party. In case of doubts, the withdrawal is considered delivered on the third day after sending.
15. For the purpose of this contract, the term “without undue delay”, is considered “at the latest within 14 days”.
16. At the withdrawal from contract for reasons specified in Article 2 of this Section, Contractor returns Principal all financial resources, which were paid by Principal to Contractor in relation with the performance of Work in accordance with this contract, at the latest on the day which Principal states in the notification of withdrawal from contract in accordance with Article 2.
17. After the return of financial resources in accordance with Article 6 of this Section, Principal allows Contractor, at Contractor’s expenses, to dissemble and transport away all parts of the Work that Contractor provided Principal with in relation with the performance of the subject matter of this contract.
18. Withdrawal from the contract does not affect the provisions of this contract on compensation to damages, contractual penalties, provisions of Contractor’s liability for the faults of Work, on warranty and warranty period, on settling disputes, or other provisions which, according to expressed will of contracting parties, or for their nature, shall last even after the contract termination.

**Section XIV.**

*Special Provisions*

* + - 1. Principal reserves the right to withdraw from Contract, in case expenses which may be incurred regarding the Contract are deemed ineligible by the managing body of OP VaVpI or by another control body (e.g. on the basis of non-compliance with the Rules for Selecting Contractors within OP VaVpI). In this case, Contractor is not entitled for the compensation to the lost profits.
      2. Principal reserves the right to partial withdraw from this Contract, regarding to the end of the OP VaVpI at the end of the year 2014. The partial withdraw shall be related to the parts of the Work, that will not be delivered by the Contractor till the moment of sending of the partial withdraw announcement to the Contractor by the Principal.

**Section XV.**

# *Communication, Contacts*

1. Unless specified otherwise in this contract in a specific case, all notifications, requests, or other notices by any of the contracting parties on the basis of this contract shall be made in writing and shall be considered duly made once delivered to the other contracting party in person, by courier service, registered post to the address specified at the contract heading for the attention of the below mentioned representative of the contracting party. Notifications made by electronic mail (e-mail) or an official data box are also considered duly made.

On behalf of Principal: ………………..

On behalf of Contractor: […………………..](mailto:sps@sps-sro.cz)

1. Unless specified otherwise in this contract in a specific case, all notifications made on the basis of this contract shall be considered delivered:
   1. on the day of their physical reception of the addressee in case of delivery in person or courier service; or
   2. on the day stated on acknowledgment of receipt in case of delivery by post for personal attention; for the purpose of this contract, the day of delivery of any document by a different method is considered the third day after demonstrable sending of such document; or
   3. on the day stated on the confirmation on read email by addressee or confirmation on email delivery in case of electronic mail (e-mail)
   4. on the day of delivery through data box.
2. Persons for communication are neither authorized to negotiate changes of the content of this contract, nor represent contractual parties in any contractual matters, unless their authorization is directly implied by their position, function, or their special authorization.

1. Contracting parties have the right to change persons for communication as well as the address for notifications or other data specified in Article 1 of this Section; however, they are obliged, without undue delay, to inform in writing the other contracting party.

**Section XVI.**

*Other Provisions*

1. At the performance of the Work, Principal is obliged to provide Contractor with necessary cooperation, in particular, Principal may not make any legal ad physical obstacles in performance and completing of the Work.

1. Contractor is obliged to participate in site meetings suggested by Principal during the performance of its work.
2. Contractor is liable for the risk of damage on the Work until the complete handover of the Work. Contractor is liable for all potential damage which is caused by Contractor's or its suppliers' activities along the whole time of the performance of the Work until the final acceptance of the Work by Principal. Contractor is liable for damage incurred to Principal or third parties in relation to the Work performance.

**Section XVII.**

*Changes, Additional Work*

1. During the performance of the Work, Principal may require changes in the Work or its parts in written notification to Contractor. Unless contracting parties agree on a different deadline, Contractor, within 10 (ten) days after receiving Principal's request for change, proposes and submits a document with changes in the Work to Principal. The document shall contain designed changes by Contractor, and, if necessary, proposed change in the part of the Work and the total price for Work (with detailed specification) and proposed change in the deadline for the performance.
2. The approval of the document of changes in Work and declaration of consent with the application of changes by Principal shall be made as follows:

In case, after the conclusion of this contract and due to new circumstances, Principal shall require work out of the scope of the subject matter of the Work in accordance with this contract, such requirement for performance of these works shall be made in writing and specifically marked. The scope, price and date for the performance of these works shall be agreed by both contracting parties prior their realization in a written amendment of this contract. The works out of the scope of the subject matter of the Work of this contract whose performance shall have an effect on the price for Work or performance deadlines can be performed after the conclusion of written amendment, unless Principal and Contractor agree otherwise in writing. Contractor shall change the Work in the scope and under conditions agreed by both contracting parties.

1. Contractor shall prepare and store records of the nature, costs, and status of all changes, the designed ones as well as the approved ones.
2. Normal development of the performance of Work and adjustments made by Contractor which aim at the compliance of the Work with conditions of this contract or which need to be performed by Contractor on the basis of the requirements aiming at the performance of the subject matter of the Work, may not be understood and considered as changes of the contract, this provision does not apply to them and may neither be a reason for an increase in the price for the Work, nor for a change in the time of performance.

**Section XVIII.**

##### *Final Provisions*

1. Subject matter of this Contract shall be funded from the project Transport R&D Centre – CZ.1.05/2.1.00/03.0064 within the Operation Programme Research and Development for Innovations (OP VaVpl).
2. In compliance S. 147 (a) of the Act on Public Contracts, Principal, as Contracting Authority, publishes, on Contracting Authority’s web profile, the contract concluded for public contract including all its amendments, the amount of actually paid price for the public order performance, and the list of subcontractors of Contractor (Contractor). The amount of actual paid price for the public order performance shall be published by Contracting Authority within 90 days of the contract performance. Regarding contract whose performance exceeds 1 year, Contracting Authority publishes the price paid for the performance of public order in the previous calendar year, at the latest by 31 March of the following calendar year. Contractor, as Contractor the of public tender, is obliged, in compliance with S. 147 (a) of the Act on Public Contracts, to submit to Principal the list of subcontractors, indicating those subcontractors to whom Contractor paid for the performance of subcontract more than 10 % of the total price of public order, or of a part of price paid by Principal within one calendar year in case the public order performance exceeds one year. Contractor submits the list of subcontractors at the latest within 60 days of contract performance or by 28 February of the following calendar year in case the contract performance exceeds 1 year. In case subcontractor is a public limited company, Annex of the list shall include the list of shareholders whose total nominal value exceeds 10 % of the nominal capital, issued within 90 days prior the day of subcontractor list submission. Contractor publishes the list of subcontractors within 90 days of contract performance, or on 31 March in the following calendar year, in case the contract performance exceeds 1 year.
3. Contracting parties declare that the information specified in this contract are not considered commercial secret, in accordance with S. 17 Act No. 513/1991 Coll., Commercial Code, as amended, and grant permission for their use and publication without specifying other conditions.
4. Contractor is obliged to cooperate in financial controlling in accordance with S. 2 (e) of the Act No. 320/2001 Coll., on Financial Control in Public Administration, as amended. Contractor is obliged to allow the Managing Authority of OP VaVpI the access to relevant documentation related to this contract until 2025. Such documentation include potential contracts and related documents which are subject to protection according to special legislation (e.g. commercial secrets, confidential information), upon a condition that all requirements stipulated by the laws are met (e.g. Act No 255/2012 Coll., control order). Contractor is also obliged to bind with this obligation their subcontractors which shall participate in the performance of the Work.
5. Contractor is obliged to allow all entities which are authorized to perform control of the project, whose funds are used for the supply, to conduct the control of documents related to the performance of the public contract for the time period specified by Czech legal regulations for their archiving (Act No. 563/1991 Coll., on Accounting and Act No.235/2004 Coll., on VAT).
6. Contractor is obliged to meet the requirements for mandatory publicity within the programmes of Structural Funds specified in Section 9 of Commission Regulation No. 1828/2006 and the Rules for Publicity within OP VaVpI, in all relevant documents related to the given tender or procedure, i.e. particularly in tender documentation and other documents related to the public contract. Contractor ensures respecting the above mentioned rules even for their subcontractors.
7. Regarding the matters not governed by this contract, the rights and obligations of contractual parties are governed by Civil Code and other generally binding legal regulations of the Czech Republic.
8. This contract enters into force on the date of signatures of authorized representatives of both contracting parties. The wording of the contract can be changed or complemented only in the form of written and numbered amendments signed by both contracting parties.
9. In case one or more provisions of this Contract become invalid, the validity of other provisions of the contract are not affected in full and contracting parties undertake to make logical complementation of the contract.
10. Contracting parties undertake to deal with potential disputes primarily by agreement. Potential litigations shall be governed by courts of the Czech Republic, applicable law shall be the law of the Czech Republic.
11. These Annexes are integral parts of the contract:

**Annex 1:** Technical Specification

**Annex 2:** Contractor’s offer submitted within tender VR 67B Supply of Driving Simulator for Transport R&D Centre

**Annex 3:** List of subcontractors or specification of works of individual contractors

1. This contract is made in four copies, as originals, out of which principal receives 2 copies and Contractor receives 2 copies.

For Principal: For Contractor:

In  ................. on ........................ In  ................. On ........................

……………………………………….. ………………………………………..

prof. Ing. Karel Pospíšil, Ph.D., MBA

director