

ANNEX NO. 2 OF DOCUMENTATION OF PROCUREMENT PROCEDURE

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Draft framework agreement

Framework agreement for the provision of programming services

I. CONTRACTING PARTIES

1. The Contracting Parties listed below have concluded in accordance with Act No. 134/2016 Coll., On Public Procurement, as amended (hereinafter referred to as the “**Public Procurement Act**”) and Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “**Civil Code**”), this Framework agreement for the provision of programming services (hereinafter referred to as the “**Framework agreement**”).

2. **Contracting Authority**

Charles University

Faculty of Mathematics and Physics

represented by: doc. RNDr. Mirko Rokyta, CSc., dean of the Faculty of Mathematics and Physics
registered office: Ovocný trh 560/5, 116 36 Praha 1

Company Reg. No.: 00216208

TAX Identification No.: CZ00216208

VAT payer: YES

bank details (account number): Komerční banka, a.s., account number: 38330021/0100

contact person: Mgr. Pavel Straňák, Ph.D.

phone number: +420 951 554 247

e-mail: stranak@ufal.mff.cuni.cz

Data Box ID: piyj9b4

(hereinafter referred to as the “**Contracting Authority**”)

and

3. **Economic operator No. 1**

[It will be completed before the conclusion of the FA]

represented by: [It will be completed before the conclusion of the FA]

registered office: [It will be completed before the conclusion of the FA]

Company Reg. No.: [It will be completed before the conclusion of the FA]

TAX Identification No.: [It will be completed before the conclusion of the FA]

VAT payer: [It will be completed before the conclusion of the FA]

registered in [It will be completed before the conclusion of the FA] (*e.g. in the Commercial Register*) maintained by [It will be completed before the conclusion of the FA] (*e.g. by the Regional Court in*) [It will be completed before the conclusion of the FA] under the File No.: [It will be completed before the conclusion of the FA]

bank details (account number): [It will be completed before the conclusion of the FA]

contact person: [It will be completed before the conclusion of the FA]
phone number: [It will be completed before the conclusion of the FA]
e-mail: [It will be completed before the conclusion of the FA]
Data Box ID: [It will be completed before the conclusion of the FA]

(hereinafter referred to as the “**Economic operator No. 1**”)

and

4. Economic operator No. 2

[It will be completed before the conclusion of the FA]

represented by: [It will be completed before the conclusion of the FA]
registered office: [It will be completed before the conclusion of the FA]
Company Reg. No.: [It will be completed before the conclusion of the FA]
TAX Identification No.: [It will be completed before the conclusion of the FA]
VAT payer: [It will be completed before the conclusion of the FA]
registered in [It will be completed before the conclusion of the FA] (*e.g. in the Commercial Register*) maintained by [It will be completed before the conclusion of the FA] (*e.g. by the Regional Court in*) [It will be completed before the conclusion of the FA] under the File No.: [It will be completed before the conclusion of the FA]
bank details (account number): [It will be completed before the conclusion of the FA]
contact person: [It will be completed before the conclusion of the FA]
phone number: [It will be completed before the conclusion of the FA]
e-mail: [It will be completed before the conclusion of the FA]
Data Box ID: [It will be completed before the conclusion of the FA]

(hereinafter referred to as the “**Economic operator No. 2**”)

and

5. Economic operator No. 3

[It will be completed before the conclusion of the FA]

represented by: [It will be completed before the conclusion of the FA]
registered office: [It will be completed before the conclusion of the FA]
Company Reg. No.: [It will be completed before the conclusion of the FA]
TAX Identification No.: [It will be completed before the conclusion of the FA]
VAT payer: [It will be completed before the conclusion of the FA]
registered in [It will be completed before the conclusion of the FA] (*e.g. in the Commercial Register*) maintained by [It will be completed before the conclusion of the FA] (*e.g. by the Regional Court in*) [It will be completed before the conclusion of the FA] under the File No.: [It will be completed before the conclusion of the FA]
bank details (account number): [It will be completed before the conclusion of the FA]
contact person: [It will be completed before the conclusion of the FA]
phone number: [It will be completed before the conclusion of the FA]
e-mail: [It will be completed before the conclusion of the FA]
Data Box ID: [It will be completed before the conclusion of the FA]

(hereinafter referred to as the “**Economic operator No. 3**”)

Economic operator No. 1, Economic operator No. 2 and Economic operator No. 3 hereinafter are also jointly referred to as the “**Economic operators**” or individually as the “**Economic operator**”.

The Contracting authority and the Economic operators hereinafter are also jointly referred to as the “**Contracting Parties**” or individually as the “**Contracting Party**”.

6. If more than one person forms the Economic operator (e.g. because such persons have submitted a joint tender in the procurement procedure referred to in paragraph 7 of the Framework agreement), the following rules shall apply:
 - 6.1 all persons constituting the Economic operator are bound by the Framework agreement jointly and severally;
 - 6.2 the conduct of any of the persons constituting the Economic operator is attributed to the Economic operator regardless of the internal relations between the individual subjects constituting the Economic operator;
 - 6.3 any individual subject constituting the Economic operator may act on behalf of the Economic operator.

II. INTRODUCTORY PROVISIONS

7. The Framework agreement is concluded on the basis of the results of the procurement procedure to conclude framework agreement called **Framework agreement for the provision of programming services**, published in the Tenders Electronic Daily under the contract registration number: **Z2023-027578** (hereinafter just the “**Procurement procedure**”). The individual provisions of the Framework agreement shall be interpreted in accordance with the terms and conditions of the Procurement procedure and the tenders of the Economic operators, submitted for the Procurement procedure.

Public contracts awarded under the Framework agreement will be (co)financed from the grant from the Ministry of Education, Youth and Sports Czech Republic, project: Digitální výzkumná infrastruktura pro jazykové technologie, umění a humanitní vědy, number of project: LM2023062. Next the Contracting Authority assumes the public contracts awarded under the Framework agreement will be (co)financed too from the EU funds – i. e. from the OP JAK programme – especially from Call No. 02_23_014 – Open Science ¹ (jointly referred to as the “**Grant program**”),

The Economic operator is obliged to comply with the requirements set out in the conditions for providing subsidies from the Grant program when fulfilling the obligations arising from the Public contracts, the Economic operator is obliged to provide the Contracting Authority with sufficient cooperation to fulfill the Contracting Authority’s obligations set by the Contracting Authority in the rules of the Grant program.

8. By the conclusion of the Framework agreement the Economic operator does not automatically have any right or obligation to provide any services or right to the payment of the price. The Contracting Authority will award public contracts on the grounds of the Framework agreement (jointly referred to as the “**Public contracts**” or individually as the “**Public contract**”) according

¹ See https://opjak.cz/aktuality/vyzva-c-02_23_014-open-science-i/

to the Contracting Authority's current needs and the Contracting Authority's budgetary capabilities through individual orders.

9. The Contracting Authority shall award Public contracts in accordance with the DIRECTIVE 2014/24/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 26 February 2014 on public procurement and Public Procurement Act. The Public contracts will be awarded using a procedure with reopening a competition among the parties to the Framework agreement (i. e. Economic operators) in accordance with the rules contained in article XI of this Framework agreement.

III. PURPOSE AND SUBJECT OF THE FRAMEWORK AGREEMENT

10. The purpose of the Framework Agreement is to ensure the provision of further specified services consisting of providing programming services for the Contracting Authority in accordance with the terms and conditions stated in the Framework agreement and stated in individual orders for Public contracts (jointly referred to as the "**Orders**" or individually as the "**Order**") in a way, that allows the Contracting Authority improve his software equipment for activities of the Contracting Authority.
11. The subject of this Framework agreement is to define the framework conditions of the performance of the Public contracts and to regulate the procedure of the Contracting Authority in awarding Public contracts to ensure the fulfilment of the purpose of the Framework agreement.

IV. SUBJECT OF PERFORMANCE OF THE PUBLIC CONTRACTS

12. The subject of performance of the Public contracts will be the provision of programming services related do the software CLARIN-DSpace by the Economic operators according to the current needs of the Contracting Authority through individual Orders, and to the extent specified by the Contracting Authority for the relevant Public contract.
13. The subject of performance of the Public contracts is in general specified in the Technical specification (Annex No. 1 to the Framework agreement).

V. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES IN THE PERFORMANCE OF THE PUBLIC CONTRACTS

14. The Economic operator is obliged to comply with all valid and effective legal regulations within the performance of the Public contracts.
15. The Economic operator is responsible for protecting the health and occupational safety of all persons during the performance of the Public contract for the entire period up to the moment of acceptance of the Public contract by the Contracting Authority, or during the removal of defects and incompleteness of the Public contract, and or the duration of this removal. Throughout the performance of the Public contract, the Economic operator shall ensure the safety of work and operation, in particular compliance with all legal regulations on safety and health protection at work and fire protection at the workplace and on environmental protection,

and shall be liable for damages arising from their violation, or when removing defects and incompleteness of the Public contract, in an appropriate manner even during this removal.

16. The Economic operator is responsible for all damages arising as a result of the actions or omissions of the Economic operator or its subcontractor during the performance of the Public contract or in connection with the performance of the Public contract.
17. During the performance of the Public contracts the Economic operator is obliged to:
 - 17.1. emphasize on correct subcontracting relationships in the supply chain of the Economic operator, decent working conditions and adequate remuneration of all workers involved in the fulfillment of the subject of the Public contracts awarded under the Framework agreement, and on occupational safety for all workers participating in implementation of the subject of the public contracts awarded under the Framework agreement;
 - 17.2. minimize the generation of waste during the performance of the Public contracts,
 - 17.3. use recycled or recyclable materials, products and packaging, if objectively possible.
18. If the Economic operator creates during the performance of the Public contract project source code (or its part), the Economic operator is obliged to license all project source code under the "BSD 3-clause license"². All code programmed within the performance of the Public contracts must be licensed under the same license as software CLARIN-DSpace (see Annex No. 1 of the Framework agreement). If, in addition to the source code, data models are created during the performance of the Public contracts, they must be licensed under a CC-0 license, or a version of Creative Commons license as free as possible under the law. If specific Public contract includes data supplied by the Contracting party, all rights either remain with the Contracting party, or data must be released under the same license under which they were supplied by the Contracting party.
19. For cases not covered by the rules set out in par. 18 of the Framework agreement, the rules contained in the following par. 20 to 31 of the Framework agreement shall apply.
20. The Economic operator grants the Contracting Authority a license within the meaning of Section 2358 et seq. of the Civil Code (hereinafter referred to as the "**License**") to all parts of the Public contract that will be a work of copyright within the meaning of Act No. 121/2000 Coll., on copyright, on rights related to copyright and on the amendment of certain laws (Copyright Act), as amended (hereinafter referred to as "**Author's work**" or "**Author's works**"), namely at the moment the Contracting Authority takes over the relevant Author's work.
21. The Economic operator declares that the ownership right and the risk of damage to all material components of the performance of the subject of the Public contract handed by the Economic operator to the Contracting Authority in connection with the performance of the subject of the Public contract shall pass to the Contracting Authority on the date of their handover to the Contracting Authority.
22. The remuneration (payment) for the provision of any License is a part of the Remuneration for the Public contract.
23. The Economic operator provides the Contracting Authority the License:
 - 23.1. as irrevocable and non-exclusive,

² The license terms are available here: <https://github.com/ufal/clarin-dspace/blob/clarin/LICENSE>

- 23.2. in the case of software (any) that is part of the Economic operator's performance under the Public contract, the License applies to the same extent to any other versions of this software modified on the basis of the Public contract as non-exclusive,
 - 23.3. as payable,
 - 23.4. to all known ways of use,
 - 23.5. from the point of view of the time range for the duration of the property rights to the relevant Author's work,
 - 23.6. from the point of view of the territorial scope as unlimited,
 - 23.7. from the point of view of the quantitative scope as unlimited.
- 24. The Contracting Authority is not obliged to use the License, not even in part, he is entitled to grant sub-licenses and transfer the License or its part to a third party.
 - 25. The Economic operator hereby grants the Contracting Authority, on behalf of all the authors of the Author's works, the right to publish the Author's works and to change them in any way, i. e. in particular to modify, divide, expand, combine with other works, include them in a collective work etc.
 - 26. The Contracting Authority accepts the License according to this article of the Framework Agreement.
 - 27. If the performance of the Public contract includes so-called proprietary software (hereinafter referred to as "**Proprietary Software**"), for which the Economic operator cannot provide the Contracting Authority with the authorization according to par. 23 to 25 of the Framework agreement or cannot fairly be required to do so, it is sufficient for the Contracting Authority to acquire to such software, the non-exclusive right to use it in any way at least for the duration of the Framework Agreement, without territorial restrictions and in the quantitative range necessary to cover all the needs of the Contracting Authority on the date of conclusion of the Framework Agreement.
 - 28. In the part of the Economic operator's performance of the Public contract includes so-called open source software, for which the Economic operator cannot provide the Contracting Authority with the authorization according to par. 23 to 25 of the Framework agreement or cannot fairly be required to do so, the Economic operator is obliged to ensure that it is open source software, which is provided to the public free of charge, including sources codes, complete original user, operational and administrative documentation and the right to change such software and at the same time the possibility of using such software by the Contracting Authority for the purpose agreed in the Public contract according to the terms of the Public contract.
 - 29. The granting of all rights specified in this article of the Framework agreement cannot be terminated by the Economic operator, and their granting is not affected by the termination of the Public contract or the Framework agreement.
 - 30. The Economic operator declares that all Public contract's performance delivered by him will be free of legal defects and undertakes to compensate the full amount of the Public contract in the event that a third party successfully asserts a copyright or other claim arising from legal defects in performance under the Public contract. In the event that a third-party claim arising in connection with the Economic operator's performance of the Public contract, regardless of its legitimacy, as far as a temporary or permanent injunction or restriction of the use of the Public contract or its part, the Economic operator undertakes to provide an alternative solution and minimize the impacts such a situation, with no impact on the performance price agreed in

accordance with the Public contract, while at the same time the Contracting Authority's claims for compensation for damages will not be affected.

31. With the holders of protected intellectual property rights arising in connection with the implementation of performance of the Public contract, the Economic operator is obliged to always ensure the possibility of handling these rights by the Contracting Authority to the extent defined by this article of the Framework agreement.
32. By signing the Framework agreement, the Economic operator stipulates that the remuneration for all authorizations granted to the Contracting Authority under this article of the Framework agreement is already included in the price for the performance of the Public contract.
33. The Economic operator is obliged to compensate the Contracting Authority for any pecuniary and non-pecuniary damages arising as a result of the Contracting Authority not being able to use the subject of the Public contract properly and undisturbed. If any statement made by the Economic operator in this article of the Framework agreement turns out to be untrue or if the Economic operator violates another obligation under this article of the Framework agreement, it is a material breach of the Public contract and the Economic operator is obliged to pay the Contracting Authority a contractual fine of EUR 2.000,- for each day of the individual breach of duty. Payment of the contractual fine does not in any way affect or limit the Contracting Authority's right to compensation for damages, which can be recovered in addition to the contractual fine in full.

VI. CONDITIONS FOR THE PERFORMANCE OF PUBLIC CONTRACTS

34. All professional work must be performed by workers of the Economic operator or its subcontractors who have the relevant qualifications. The Economic operator is obliged to prove this qualification to the Contracting Authority upon request, within 2 working days.
35. The Contracting Authority is entitled to control the performance of the Public contract. If he discovers that the Economic operator violates his obligation arising from the Public contract, the Framework agreement or legal regulations, the Contracting Authority may demand that the Economic operator ensure remediation and perform the Public contract in a proper manner. If the Economic operator does not do so even within the time set by the Contracting Authority, the Contracting Authority may withdraw from the Public contract without further ado.
36. If the Contracting Authority's cooperation is required for the performance of the Public contract, the Economic operator shall inform the Contracting Authority of the extent and form of the required cooperation at least 3 working days in advance and shall set a reasonable deadline for its provision. If the Contracting Authority does not provide the required cooperation to the Economic operator, although he was informed in time about the need to provide cooperation by the Contracting Authority and was given a reasonable time to provide cooperation by the Contracting Authority, the appropriate procedure is followed according to par. 77 of the Framework agreement. The Economic operator is not entitled to withdraw from the Public contract due to non-cooperation by the Contracting Authority.

VII. DELIVERY AND ACCEPTANCE OF THE PERFORMANCE OF PUBLIC CONTRACTS

37. The Economic operator is obliged to inform the Contracting Authority in writing of the date of delivery of the performance of the Public contract at least 3 working days in advance.
38. The Economic operator's obligation to perform the Public contract according to the Public contract and the Framework agreement is fulfilled by its timely completion and handing over of the performance of the Public contract to the Contracting Authority, including handing over all documents for the use of the performance of the Public contract, for putting the performance of the Public contract into operation and other documents stipulated by the Public contract, the Framework agreement, legal regulations, technical standards or decisions of public administration bodies.
39. In the event that valid and effective legal regulations, decisions, permits, consents or statements of public administration bodies relating to the performance of the Public contract, or technical standards prescribe the performance of tests, revisions, attestations and measurements or the provision of statements on the same issues of the performance of the Public contract, the Economic operator is obliged to ensure their successful execution before submitting the performance of the Public contract to the Contracting Authority.
40. The Contracting Authority will accept the performance of the Public contract provided that the performance of the Public contract is completed, complies with the Public contract and the Framework agreement, is fully functional and is free of defects and unfinished works, except isolated minor defects and unfinished works, which by themselves or in combination with others do not prevent the proper use of the performance of the Public contract functionally or aesthetically, nor do they significantly limit its use.
41. The Contracting parties will draw up a protocol on the delivery and acceptance of the performance of the Public contract, which will contain an evaluation of the performance of the Public contract, a list of detected defects and unfinished works, agreed deadlines for their removal or other measures (if agreed) and list of documents handed over by the Economic operator to the Contracting Authority when handing over the performance of the Public contract (hereinafter referred to "**Transfer protocol**").
42. The result of the acceptance procedure (from which the Transfer protocol is prepared) for the performance of the Public contract can be following states:
 - 42.1. **Accepted**, if the Economic operator completes the performance of the Public contract properly, or at least without serious defects preventing the use or utilization of the performance of the Public contract, while the Contracting Authority decides unilaterally on the designation of the defect as serious;
 - 42.2. **Not accepted**, if the Economic operator does not properly and timely process the performance of the Public contract in accordance with all the terms of the Public contract and the Framework contract; in this case the Economic operator is not entitled to payment of the remuneration of the Public contract and it is not possible to accept the performance of the Public contract.
43. In the event that the Contracting Authority does not accept the performance of the Public contract, a memorandum will be drawn up between the Contracting parties stating the reason for non-acceptance of the performance of the Public contract and the opinions of both Contracting parties, the agreed deadlines for removing defects and unfinished works, and the agreed alternative date for handing over and taking over the performance of the Public contract (hereinafter referred to as "**Memorandum**"). If the Economic operator refuses to write the

Memorandum, the Contracting Authority will notify the Economic operator of the reason for not accepting the performance of the Public contract and its opinion and will set the Economic operator a reasonable deadline for removing defects and unfinished works, or an alternative date for handling over and taking over the performance of the Public contract. Negotiating or determining an alternative date for handling over and taking over the performance of the Public contract does not affect the performance dates according to the Public contract, nor the penalties for non-compliance.

44. The Economic operator undertakes to properly remove all defects and unfinished works stated in the Memorandum and to do so in a timely manner as agreed in the Memorandum. In case of non-acceptance of the performance of the Public contract by the Contracting Authority, the Economic operator is obliged to remove all defects and unfinished works within the period agreed in the Memorandum. If the deadline for the removal of defects and unfinished works is not agreed in the Transfer protocol or in the Memorandum, the Economic operator is obliged to remove the defects and unfinished works within 5 working days at the latest from the date of the bilateral signature of the Transfer protocol, or the Memorandum. If there is no Transfer protocol, or Memorandum, the Economic operator is obliged to remove defects and unfinished works no later than 5 working days from the date of delivery and acceptance of the performance of the Public contract, or a futile attempt to hand over and take over the performance of the Public contract in the event that the Contracting Authority did not take over the performance of the Public contract. The Contracting parties shall write a protocol on the elimination of defects and unfinished works.
45. If the Economic operator does not remove defects and unfinished works, the Contracting Authority is entitled to ensure that they are removed by another person. The Economic operator is obliged to reimburse the Contracting Authority for all costs purposefully incurred by him in connection with the removal of defects and unfinished works, especially in the form of costs incurred for the removal of such defects.
46. The Contracting Authority undertakes to provide the Economic operator with the cooperation necessary for the proper performance of the subject of the Public contract, which the Economic operator, as a person who possesses the capacities and expertise necessary for the performance of the subject of the Public contract, is entitled to demand from him.
47. In connection with the fulfilment of the subject of the Public contract, the Contracting Authority is entitled, in particular, to issue binding instructions to the Economic operator for the performance of all activities to which the Economic operator has undertaken on the basis of the Public contract; these instructions are binding, but this does not affect the Economic operator's responsibility for promptly notifying the Contracting Authority of his inappropriate nature.
48. The Contracting Authority has the right to verify at any time during the performance of the Public contract the status of the implementation of the performance, and the Economic operator must create reasonable conditions for this, the Economic operator bears any costs.
49. Unless the Contracting parties agree otherwise, cooperation of the Contracting Authority's employees according to the Public contract will be provided only on working days and during working hours (from 8:00 a.m. to 4:00 p. m.).
50. The Contracting parties have agreed that Section 1921, 2112, 2605 par. 2, 2606, 2609, 2618 and 2629 par. 1 of the Civil Code, as well as business practices that are the same or similar in meaning or effects the said provision shall not apply.

VIII. ACQUISITION OF THE PROPERTY RIGHT AND TRANSFER OF THE RISK OF DAMAGE

51. The property right to the completed performance of the Public contract belongs to the Contracting Authority without any exceptions from the beginning, while the property right to any part of the performance of the Public contract or its subcontract is transferred to the Contracting Authority upon handing over the performance of the Public contract to the Contracting Authority. The Contracting Authority remains the owner of the performance of the Public contract even in the event of the termination of the obligations from the Public contract other than fulfillment, e. g. by the withdrawal of one of the Contracting parties.
52. The risk of damage to the performance of the Public contract transfers to the Contracting Authority at the moment of acceptance of the performance of the Public contract by the Contracting Authority, or after removal of all defects and unfinished works, if the performance of the Public contract, its part, was handed over with defects or unfinished works in accordance with par. 40 of the Framework agreement.
53. The Contracting parties have agreed that Section 1976, 2599 – 2603 and Section 2624 of the Civil Code, as well as business practices, which are the same or similar in meaning or effects to the aforementioned provision, shall not apply.

IX. WORK DEFECTS AND WARRANTY CONDITIONS

54. The Economic operator is responsible for ensuring that the performance of the Public contract is performed properly in accordance with the Public contract and Framework agreement, its annexes, the Contracting Authority's instructions, the relevant technical regulations (especially ČSN, ČSN EN) and legal regulations valid and effective at the time the performance of the Public contract, and the decisions, statements or opinions of the relevant public administration authorities regarding the performance of the Public contract. The Economic operator is obliged to ensure that the rights of the Contracting Authority, the Economic operator or other persons are not violated by the performance of the Public contract.
55. The Economic operator provides the Contracting Authority with a guarantee for the quality of the performance of the Public contract, by which the Economic operator undertakes that the performance of the Public contract will be fit for use for the purpose agreed in the Public contract during the warranty period and that it will retain the properties agreed in the Public contract and will not have legal defects. The performance of the Public contract has a legal defect if another person claims the right to it. The warranty period is 24 months (hereinafter referred to as the "**Warranty period**"). The warranty period begins on the day of acceptance of the performance of the Public contract by the Contracting Authority on the basis of the Transfer protocol, in the event that the performance of the Public contract was handed over with minor defects and unfinished works. In the event that the performance of the Public contract was handed over with minor defects and unfinished works in accordance with par. 40 of the Framework agreement, the Warranty period begins to run from the date of removal of all such defects and unfinished works.
56. The performance of the Public contract, or its parts, will be defective if they are not:
 - 56.1. upon acceptance by the Contracting Authority have the properties stipulated in the Public contract or
 - 56.2. at any time during the Warranty period eligible for use for the purpose agreed upon by the Public contract or

- 56.3. at any time during the Warranty period have the properties agreed upon by the Public contract or
- 56.4. upon acceptance by the Contracting Authority or at any time during the warranty period free from legal defects.
57. The Contracting Authority has rights from defective performance even in it is a defect that has had to have known with the usual attention when concluding the Public contract or when taking over the performance of the Public contract.
58. The Economic operator is not responsible for defects caused by the Contracting Authority or other persons unless the Contracting Authority or such persons acted in accordance with the documents or instructions received from the Economic operator.
59. The Contracting Authority has no rights from defective performance, if an external event caused the defect after the risk of damage to the performance of the Public contract has passed to the Contracting Authority. This does not apply if the defect was caused by the Economic operator or any other person through whom the fulfilled his obligations under the Public contract.
60. The Economic operator is responsible for defects resulting from wear and tear of the performance of the Public contract, which should not have occurred by the end of the Warranty period due to the requirements of the Public contract for the quality and performance of the performance of the Public contract, especially wear beyond the normal wear and tear of the item.
61. If the Economic operator is responsible for defects in the performance of the Public contract, the Contracting Authority has rights from defective performance.
62. The Contracting Authority is entitled to complain about defects to the Economic operator in any way. The Economic operator is obliged to confirm receipt of the complaint without undue delay. In the complaint, the Contracting Authority provides a description of the defect of indicates how the defect manifests itself.
63. The defect is claimed in time if the written form of the complaint is sent to the Economic operator no later than the last day of the Warranty period of if the complaint is communicated to him in any other form on the last day of the Warranty period.
64. The Contracting Authority has the right to reimbursement of costs purposefully incurred in connection with the application of defects in the performance of the Public contract.
65. The Economic operator is obliged to remove the reported defects no later than 15 calendar days from their notification by the Contracting Authority, unless another deadline for the removal of defects is agreed upon in writing by the Contracting parties; this does not apply to a defect that proves to be irreparable.
66. If the defect is not removed within the period according to previous paragraph of the Framework agreement, the Contracting Authority has the right to:
- 66.1. ensure that the defect is removed by another professionally qualified person or
- 66.2. at a reasonable discount from the remuneration for the Public contract or
- 66.3. Withdraw from the Public contract; this does not apply to a defect that proves to be irreparable, in which case the Contracting Authority has the right to a reasonable discount from the remuneration for the Public contract or withdraw from the Public contract.

67. The Economic operator is obliged to reimburse the Contracting Authority for all costs incurred by the Contracting Authority in connection with the removal of the defect in accordance with the previous paragraph of the Framework agreement. In particular, the Economic operator undertakes to pay the price charged to the Contracting Authority by another professionally qualified person in accordance with par. 66.1 of the Framework agreement for the removal of the defect.
68. If the Contracting Authority explicitly states in the notification of defects (complaint) that it is an accident, the Economic operator is obliged to start removing the defects (accident) no later than 24 hours after the notification of the defects by the Contracting Authority and to remove the defects (accident) as soon as possible, but no later than within 48 hours from notification of defects (complaint) by the Contracting Authority to the Economic operator. If the Economic operator does not remove the defect (accident) within the specified period, the Contracting Authority is entitled, at his own discretion, to remove the defect (accident) himself or to ensure that the defect is removed by another professionally qualified person. The Economic operator is obliged to reimburse the Contracting Authority for all costs incurred by the Contracting Authority in connection with the removal of the defect in accordance with this paragraph. In particular, the Economic operator undertakes to pay the price charged to the Contracting Authority by another professionally qualified person.
69. The Economic operator is obliged to remove the defect, regardless of whether the application of the defect is justified or not. However, if it is proven at any time later that the Contracting Authority's claim of a defect was not justified, i. e. that the Economic operator was not responsible for the defect, the Contracting Authority is obliged to reimburse the Economic operator for all costs purposefully incurred by him in connection with the removal of the defect.
70. The Contracting Authority is obliged to provide the Economic operator with the cooperation necessary to eliminate the defect.
71. The Economic operator shall write a report on the removal of the claimed defect, in which the Contracting Authority confirms the removal of the defect or states the reasons for which he considers the defect not removed. In the protocol, the Economic operator shall also indicate the method of removing the defect and the time for which the defect was removed.
72. The Warranty period is extended by the period starting on the date of notification of each warranty defect by the Contracting Authority to the Economic operator and ending on the day of proper removal of such warranty defect.
73. The Contracting parties have agreed that Sections 1917 – 1924, 2099 – 2101, 2103 – 2117 and 2165 – 2172 of the Civil Code, as well as business practices that are the same or similar in meaning or effects to the aforementioned provisions, shall not apply.

X. PLACE AND TIME OF PERFORMANCE OF PUBLIC CONTRACTS

74. The place of performance of the Public contracts is the registered office of the Contracting Authority or other places specified by the Contracting Authority.
75. The places of performance of the Public contracts will be specified in the individual Orders.
76. The time of performance of the Public contracts will be specified in the individual Orders.

77. The Economic operator is obliged to notify the Contracting Authority without undue delay of the inappropriate nature or incompleteness of the item of material that the Contracting Authority handed over to him for the performance of the Public contract, or of the inappropriate nature or incompleteness of the order given to him by the Contracting Authority. In inappropriate or incomplete items, documents or orders of the Contracting Authority prevent the proper performance of the Public contract, the Economic operator shall, to the extent necessary, interrupt the performance of the Public contract until the time of replacement or addition of items or documents or change of orders by the Contracting Authority, or until the time of delivery of the Contracting Authority's written notification that he insists on the performance of the Public contract with using the transferred items or materials or to comply with his orders. The Economic operator is obliged to continue the performance of the Public contract to the extent that it is not prevented from doing so by inappropriate or incomplete items, documents or orders and the technological procedure of the performance of the Public contract. The performance dates if they were directly affected by the interruption of the performance of the Public contract, are extended by the period caused by the interruption. However, the Economic operator does not have the right to compensation for the costs associated with the interruption of the performance of the Public contract or the use of unsuitable items.
78. If, during the performance of the Public contract, the Economic operator discovers that it is not possible to comply with the performance dates, he is obliged to always notify the Contracting Authority of this. This does not affect other obligations of the Economic operator, in particular the obligation to pay a contractual penalty for delay in handing over the performance of the Public contract and the Economic operator's responsibility for damage.

XI. PROCEDURE OF AWARDING PUBLIC CONTRACTS

79. Public contracts will be concluded for the duration of the Framework agreement on the basis of written invitations to the submission of tender in the sense of Section 135 (1) (a) Public Procurement Act (hereinafter referred to as "**Written invitation**"), within which the Contracting Authority invites all Economic operators with whom this Framework agreement is concluded to submit tenders for the performance of the Public contracts (hereinafter referred to as "**Minitenders**"). Minitenders serve for the selection of a specific Economic operator for the performance of the Public contract, according to specifications specified by the Contracting Authority.
80. Procedure within the Minitender:
- 80.1. The Contracting Authority shall notify all Economic operators with whom the Framework agreement is concluded of the intention to assign the Public contract on the basis of the Framework agreement in Minitender, in form Written invitation to tender. The Written invitation will be sent to all Economic operators in writing via certified electronic mail E-ZAK and will contain the data necessary to submit a tender to the performance of Public contract.
- 80.2. Each Written invitation shall contain, in particular:
- a) Identification data of the Contracting Authority,
 - b) Identification and contact details of the authorized person of the Contracting Authority,
 - c) Definition and description of the required performance (i. e. the subject of the Public contract),
 - d) Where appropriate, the maximum scope of performance (number of hours of providing programming services),
 - e) Place of performance,

- f) Performance period,
 - g) Data of evaluation criteria and evaluation method,
 - h) Draft of the Order for the fulfillment of the Public contract,
 - i) Deadline, method and place of submitting the tender,
 - j) Signature of an authorized person for the Contracting Authority.
- 80.3. The method of selecting the most favorable tender within the Minitender is based on the Documentation of the Procurement procedure. The Contracting Authority is entitled to use the Minitender one evaluation criterion – the lowest tender price.
- 80.4. In case of interest in a specific Public contract, the Economic operators will be obliged to submit theirs to the Contracting Authority tenders within this Minitender. When processing tenders for the performance of the Public contract, the Economic operators may not state an hourly rate higher than that stated by the Economic operator in the tender to conclude this Framework agreement (however, he is entitled to offer lower hourly rates).
- 80.5. Each submitted tender must contain at least:
- a) Identification of the Contracting Authority,
 - b) Identification of the Economic operator submitting the tender,
 - c) Documents specified in the Written invitation,
 - d) Remuneration for the performance of the Public contract in EUR without VAT.
- 80.6. Tenders that are in conflict with the Framework agreement, the Written invitation or the Public Procurement Act will be excluded from the Minitenders through the application of the relevant legal provisions.
81. The Contracting Authority is entitled to cancel the announced Minitender, up to the time of concluding the Public contract.
82. The Economic operators acknowledge and agree that they cannot force the Contracting Authority to conclude any Public contract or demand the payment of any payment except those for the service actually ordered and performed on the basis of the Public contract concluded.
83. The Economic operator selected in the Minitender will perform the Public contract on the basis of the Contracting Authority's Order, which is made in accordance with the terms and conditions of the Framework agreement and the Public Procurement Act.
84. The Contracting Authority shall invite the Economic operator (selected in the Minitender) to perform the Public contract by the written Order. The Contracting Authority will send the Order to the Economic operator in electronic form via an e-mail or in the form of other electronic communication sent to the contact details of the Economic operator referred to in article I of this Framework agreement.
85. The Order shall include at least:
- a) Identification data of the Contracting Authority,
 - b) Identification data of the Economic operator,
 - c) Definition and description of the required performance (i. e. the subject of the Public contract),
 - d) Where appropriate, the maximum scope of performance (number of hours of providing programming services),
 - e) Place of performance,
 - f) Performance period,
 - g) Remuneration for the Public contract,
 - h) Signature of an authorized person for the Contracting Authority.

86. The Economic operator who has received the Order is obliged to confirm the Order in writing form within 3 working days from delivery of the Order. The Economic operator is obliged to confirm the Order in electronic form via an e-mail or in the form of other electronic communication sent to the contact details of the Contracting Authority referred to in article I of the Framework agreement.

XII. SUBCONTRACTORS, ORDERS

87. Unless otherwise stipulated in the Framework Agreement, the Economic operator may fulfil a part of the subject of the Public contract through a subcontractor. If the Economic operator fulfils a part of the subject of the Public contract through a subcontractor, he will be liable to the Contracting Authority for the provision of a proper performance as if it had performed by the Economic operator.
88. In the case that a part of the subject of the Public contract is fulfilled by a subcontractor, the Economic operator is obliged to inform the Contracting Authority about this fact in writing form at the same time with confirmation of the Order acceptance and he is obliged to provide the information to the Contracting Authority about the fact what a specific part of the subject of the Public contract will be subcontracted. At the same time, the Economic operator is obliged to identify these subcontractors, to whom the part of the subject of the Public contract has been awarded, with including their identification, which will contain of the name, ID number and registered office of the subcontractor. This is without prejudice to the exclusive liability of the Economic operator for providing proper performance of the subject of the Public contract.
89. The Economic operator undertakes to comply with the legal regulations on international sanctions, especially against Russia and Belarus, when performing Public contracts (including in relation to its subcontractors).
90. The paragraph 6 of the Framework Agreement shall apply accordingly (*mutatis mutandis*) for Orders.
91. The Contracting Authority is obliged to specify the term of completion of the Public contract in the Order. The Contracting Authority is obliged to proceed to a reasonable extension of the performance period, especially in the following cases:
- 91.1. if the scope and type of work is changed at the Contracting Authority's request during the performance of the subject of the Public contract,
 - 91.2. if the Economic operator is not able to provide the services within the Public contract for any reason due to a reason attributable to the Contracting Authority.
92. An earlier fulfilment of an Order is possible.

XIII. PRICE AND PAYMENT CONDITIONS

93. The Unit prices for one hour of work of individual members of the Economic operator's realization team (hereinafter referred to as "**Unit prices**") form an annex to the Framework agreement (Annex No. 2 to the Framework agreement).
94. More details on the price and payment terms and conditions of Public contracts are specified in Articles XIV and XV of the Framework agreement.

XIV. REMUNERATION FOR THE PUBLIC CONTRACT PERFORMANCE

95. The Unit prices offered by the Economic operator, as it is set out in the Annex to the Framework agreement (Annex No. 2 to the Framework agreement), are determinative and binding for the Contracting parties for calculation of the remuneration for the Public contract performance (unless otherwise stipulated in the Framework agreement).
96. The remuneration for the Public contract performance will be calculated according to the following formula:

$$R = PM + SA + SP$$

where

- R** represents the Economic operator's total remuneration of the performance of the Public contract,
- PM** represents a product of the Economic operator's Unit price for 1 working hour of the Product manager and (by the Economic operator) the expected number of hours worked by the Project manager within the performance of the Public contract,
- SA** represents a product of the Economic operator's Unit price for 1 working hour of the Software Architect and (by the Economic operator) the expected number of hours worked by the Software Architect within the performance of the Public contract,
- SP** represents a product of the Economic operator's Unit price for 1 working hour of the Software Programmer and (by the Economic operator) the expected number of hours worked by the Software Programmer within the performance of the Public contract.

Based on the above formula, Economic operators will also set the tender price in their tenders within the Minitenders.

97. The Economic operator's Unit prices stated in the Annex to the Framework agreement (Annex No. 2 to the Framework agreement) include all necessary services required for proper performance of the Public contract in the extent of the Framework agreement.
98. The Economic operator's Unit Prices, stated in the Annex to the Framework agreement (Annex No. 2 to the Framework agreement), is agreed to be the highest and non-exceed able, with the exemptions set in the Framework agreement.
99. Remuneration for the Public contract performance includes all the expenses of the Economic operator associated with the fulfilment of Economic operator's obligations, which are agreed in the Framework agreement. The Remuneration for the Public contract performance includes, in particular, salary costs, costs of materials and used equipment, costs of small parts, etc. The Contracting Authority is not obliged to pay any other financial amount other than the Remuneration for the Public contract and eventually relevant VAT in connection with the performance of the Public contract. The content of this paragraph is without prejudice and doesn't affect the Economic operator's right to any contractual penalty, interest on arrears, or other sanctions and the right to compensation for damages or non-material damages caused by the Contracting Authority.

XV. INVOICE AND PAYMENT CONDITIONS RELATED TO THE PUBLIC CONTRACT PERFORMANCE

99. The Economic operator shall only be entitled to issue an invoice, in accordance with the Framework agreement and the Order, for the actually provided services consisting of programming services related to the software CLARIN-DSpace within the scope of the Framework agreement.
100. Remuneration for the Public contract will be made by transfer to an bank account of the Economic operator which is published by the tax authority in a manner allowing remote access in the sense of Section 98 of Act No. 235/2004 Coll., On Value Added Tax, as amended (hereinafter referred to as "**ZoDPH**").
101. If the Economic operator is not a dependable VAT payer in the meaning of the section 106a ZoDPH during the Public contract performance, the Contracting parties have agreed that the Contracting Authority will pay VAT for the taxable supply directly to the competent tax authority. This transaction made by the Contracting Authority is considered as proper payment of a relevant part of the Remuneration for the Public contract equal to the VAT amount, which was invoiced by the Economic operator.
102. The aforementioned ZoDPH provisions will not apply in the case of a situation, when the Economic operator is not authorized as a VAT payer or in the case when the transmitted tax liability applies in accordance with section 92a et seq. ZoDPH.
103. If the Economic operator is obliged to pay VAT in accordance with the ZoDPH, in relation with the Public contract performance under the Framework agreement or the Order, the Contracting Authority is obliged to pay such VAT to the Economic operator next to the Remuneration of the Public contract. The Economic operator is responsible for ensuring, that the VAT rate related to the Public contract performance is set in accordance with the valid and effective legal provisions of the Czech Republic at the time of the chargeable event or the transaction.
104. The Economic operator shall account the Remuneration of the Public contract according to Article I of the Framework agreement and any relevant VAT by an invoice and he shall deliver it to the Contracting Authority. (hereinafter referred to as the "**Invoice**").
105. The Invoice must be in comply with all the standards of the tax document according to the ZoDPH. In case when the Economic operator is not registered as a VAT payer, the Invoice must be in comply with all the requirements of the tax document pursuant to Act No. 563/1991 Coll. on Accounting, as amended. The Invoice must always be in comply with all the requirements according to the section 435 of the Civil Code. The invoice must also include the title of the Public contract. The Invoice must also meet the requirements set out in the conditions for providing a grant from the Grant program (e. g. it must contain the project number).
106. If the relevant Invoice will not contain any mandatory or agreed information, or if the Remuneration of the Public contract or VAT, or any other requirement of the Invoice is incorrectly determined, the Contracting Authority is entitled to return the Invoice to the Economic operator for corrections. In that case the Contracting Authority will mark the reason for the return. The Economic operator is obliged to correct the Invoice accordingly to the Contracting Authority's instructions and deliver the corrected Invoice to the Contracting Authority without undue delay.
107. The Economic operator is entitled to issue the Invoice only after the completion of the Public contract performance.

108. Issued Invoice of the Economic operator, which includes also all the legal or agreed essentials, shall be forwarded to the Contracting Authority by the Economic operator, in particularly to the authorized employee of the Contracting Authority, who will confirm the acceptance of the Invoice, its due content and completeness from the viewpoint of the Contracting Authority.
109. The Contracting Authority is obliged to pay the Remuneration of the Public contract and any relevant VAT to the Economic operator within 30 days from the date of the reception of the Invoice by the authorized employee of the Contracting Authority. The Economic operator is entitled to deliver the Invoice to the Contracting Authority at the earliest on the day when he reaches the proper completion of the Public contract performance.
110. If the Invoice sets a longer maturity date than the minimum set out in the previous paragraph, the Contracting Authority is entitled to pay the Remuneration of the Public contract and any relevant VAT within the maturity date specified in the Invoice.
111. Due to the financing the performance of the Public contracts from the Grant program, the issued Invoices are being checked by the grant provider. If, as part of this check, deficiencies are detected by the grant provider in the Invoice or the documents attached to the Invoice, the Customer is also entitled to return this Invoice, or its attachments, according to the Contracting Authority's instructions, and deliver the corrected Invoice to the Contracting Authority without delay.

XVI. DURATION OF THE FRAMEWORK AGREEMENT

112. The Framework agreement is concluded for a fixed period **from the date of entry into force of the Framework agreement for following 4 years.**
113. The Framework agreement expires by the expiry of the duration of the Framework agreement.
114. The expiration of the Framework Agreement is without prejudice and does not have an effect to the rights and obligations of the Contracting Parties in the Public contract performance under the Framework Agreement, which has already ordered by the Contracting Authority before the expiration of the Framework agreement.
115. After the expiration of the Framework agreement, the Contracting Authority is no longer entitled to award a Public contract on the basis of this Framework agreement. The Contracting Authority is obliged to cancel all the unconfirmed Orders. The cancellation of the unconfirmed Orders is without prejudice and does not have an effect to the right of the Contracting Authority to pay the contractual penalty from the Economic operator for a breach of the Economic operator's obligation related to the confirmation of the Order under par. 86 of the Framework agreement, which arose before the expiration of the Framework agreements.

XVII. TERMINATION AND WITHDRAWAL FROM THE FRAMEWORK AGREEMENT

116. The Contracting parties may not terminate the Framework agreement during the duration of the Framework agreement referred to in par. 112 of the Framework agreement.

117. The Contracting Authority is entitled to withdraw from the Framework agreement for reasons established by legal regulations for withdrawal from a contract or for the reasons established by the Framework agreement.
118. The Economic operator is entitled to withdraw from the Framework agreement for reasons established by legal regulations for withdrawal from a contract.
119. The Contracting Authority is entitled to withdraw from the Framework agreement in relation to a certain Economic operator particularly in the following cases:
- 119.1. if the Economic operator does not fulfil at least twice the obligation to confirm the Order within the time limit specified in para. 86 of the Framework agreement,
 - 119.2. if any of the Economic operator's statements referred to in par. 145 of the Framework agreement appear to be untrue or if the Economic operator is in a state of bankruptcy or impending bankruptcy,
 - 119.3. if the Contracting Authority withdrew at least from two Public contracts awarded under the Framework agreement in relation to the Economic operator.

XVIII. WITHDRAWAL FROM THE CONTRACT CONCLUDED ON THE BASIS OF ORDER UNDER THE PUBLIC PROCUREMENT

120. The Contracting Authority is entitled to withdraw from the contract concluded on the basis of the Order for reasons established by legal regulations for withdrawal for the contract or for the reasons established by the Framework agreement.
121. The Economic operator is entitled to withdraw from the contract concluded on the basis of the Order for reasons established by legal regulations for withdrawal from the contract.
122. The Contracting Authority is entitled to withdraw from the contract concluded on the basis of the Order in case that the Economic operator fails repeatedly (i.e. at least twice) to fulfil his obligation to provide performance within the period, frequency, scope or quality specified in the Order, the Framework Agreement or in the relevant legal regulations applicable and effective at the time of artefacts dating.
123. The Contracting Authority is also entitled to withdraw from the contract concluded on the basis of the Order if the Contracting Authority withdraws from the Framework Agreement in accordance with article XVII of the Framework agreement in relation to the Economic operator who is performing the respective Public contract.
124. In the case that the Contracting Authority withdraws from a contract concluded on the basis of the Order in accordance with this article of the Framework agreement, the Economic operator, against whom the Contracting Authority has withdrawn from the Public contract concluded on the basis of the Order, shall have the right to remuneration for the Public contract performance at the corresponding amount to the product of the Economic operator's Unit prices and the number of hours worked by the Economic operator during the performance of the Public contract to the date of withdrawal from a contract based on the Order. In such case, the Economic operator is obliged to give the Contracting Authority all the outputs arising from the performance of the Public contract.

XIX. DELAY OF THE ECONOMIC OPERATOR WITH THE PUBLIC CONTRACT PERFORMANCE

125. If the Economic operator is delayed in the Public contract performance in comparison with the period of performance specified in the Order due to the Contracting Authority's fault (except the Economic operator, its employees or co-operating subjects with the Economic operator), the Contracting Authority shall extend the time limit for performance of the Public contract by a time period corresponding to the delays, which were induced by the Contracting Authority. Before determining the length of the time period according to the previous sentence, the Contracting Authority will discuss this question with the Economic operator.
126. If the Economic operator is delayed in the Public contract performance in comparison with the period of performance specified in the Order due to force majeure, other unusual cause or cause beyond the Economic operator's control and influence, the Contracting Authority shall extend the time limit for the artefact dating by a time period corresponding to the delays caused by the above specified factors. Before determining the length of the time period according to the previous sentence, the Contracting Authority shall discuss this question with the Economic operator. The Economic operator shall not be entitled to any payments for any expenses incurred as a result of such delays, unless they result from the Contracting Authority's actions or actions of other suppliers.
127. The Contracting Authority shall extend the period of performance of the Public contract only upon written request of Economic operator delivered to the Contracting Authority at the latest on the third working day following the date on which the Economic operator discovered the causes of the delay. In the event of a persistent cause of delay, the Economic operator will fulfil the obligation according to the previous sentence by delivering one written request to the Contracting Authority within the deadline specified in the previous sentence.
128. If the Economic operator delays to the Public contract performance for any other reason than for the reasons set out in para. 125 or 126 of the Framework agreement, the Contracting Authority shall proceed in accordance with article XXI of the Framework agreement if the deadline for the performance of the Public contract has not been extended according to the par. 127 of the Framework agreement.

XX. STATUS OF SUBCONTRACTORS DURING THE PERFORMANCE OF THE PUBLIC CONTRACT

129. The Economic operator shall be entitled to delegate the fulfilment of his obligations resulting from the Order or the Framework agreement only to other persons about whom the Economic operator has informed the Contracting Authority in accordance with paragraph 88 of the Framework agreement (Annex No. 3 to the Framework agreement), or persons agreed in writing form by the Contracting Authority (hereinafter referred to as "**Subcontractor**" or jointly "**Subcontractors**").
130. The Economic operator declares and undertakes, as a guarantor, to satisfy any Subcontractor's obligation to compensate the Contracting Authority for any damage caused by the Subcontractor in the Public contract performance or in connection with the Public Contract performance, when the Subcontractor does not fulfil his obligation to compensate the damage. The Contracting Authority accepts the Economic operator as guarantor according to the previous sentence.
131. The Economic operator undertakes that the Subcontractors, through whom the Economic operator has proved a certain part of the qualification in Procurement procedure, will

participate in the fulfilment of the Economic operator's obligations arising from the Order or the Framework agreement to the extent corresponding the content of the Economic operator's tender submitted to the Procurement procedure.

132. The Contracting Authority is entitled to request and the Economic operator is obliged to ensure a change of his Subcontractor, especially in cases when:
- 132.1.the Subcontractor will be in a delay with the fulfilment of his obligations under another contract towards the Contracting Authority, or
 - 132.2.the Subcontractor will be legally convicted of an offense or a crime, or
 - 132.3.the Subcontractor will be in a state of bankruptcy or imminent bankruptcy, or
 - 132.4.there will be another severe reason for a change of the Subcontractor.
133. The Economic operator is obliged to propose a new Subcontractor within 10 days from the delivery of the Contracting Authority's request. When the Economic operator in the Procurement Procedure has proved the fulfilment of qualification through the original Subcontractor, the new Subcontractor must meet the same qualification requirements specified in the Procurement procedure and those proven by the replaced original Subcontractor and the Economic operator also must provide relevant documents proving the compliance with this qualification.
134. The Economic operator is entitled to change the Subcontractor for reasons on the part of the Economic operator only with the prior written consent of the Contracting Authority. The Contracting Authority shall grant the written consent to the change within 10 days since the delivery of the Economic operator's request. The Contracting Authority shall not grant consent to the change if:
- 134.1.the Economic operator in the Procurement procedure has proved the qualification through the original Subcontractor and the new Subcontractor does not meet the same or higher qualification as the original Subcontractor, who is replaced, or
 - 134.2.the Contracting Authority cannot be reasonably and fairly required to agree to such a change.

XXI. SANCTIONS

135. If the Economic operator is in arrears with the completion of the Public contract compared to the period specified in the relevant Order, he shall pay the Contracting Authority a contractual penalty in amount of 0.2 % of the remuneration for the performance of the Public contract for each commenced day of the delay with the completion of the Public contract.
136. If the Economic operator is in arrears with the removal of the defects according to par. 65 of the Framework agreement, he shall pay the Contracting Authority a contractual penalty in amount of 0.2 % of the remuneration for the performance of the Public contract for each commenced day of the delay with the removal of the defects according to par. 65 of the Framework agreement.
137. If the Economic operator is in arrears with the removal of the defects and/or unfinished works according to par. 41, 43 or 44 of the Framework agreement, he shall pay the Contracting Authority a contractual penalty in amount of 0.2 % of the remuneration for the performance of the Public contract for each commenced day of the delay with the removal of the defects and/or unfinished works according to par. 41, 43 or 44 of the Framework agreement.

138. In the case when the Economic operator breaches his obligation according to par. 88 of the Framework agreement to inform the Contracting Authority about the fact what specific substantively defined part of the Public Contract performance will be performed by the Subcontractors, together with providing the identification information of the Subcontractors, he shall pay the Contracting Authority a contractual penalty in the amount of 0.2 % of the remuneration for the performance of the Public contract for each commenced day of the delay with the fulfilment of obligations set out in par. 88 of the Framework agreement.
139. If the Economic operator breaches the obligation to confirm the Order in writing form within 3 working days since the delivery of an Order according to para. 86 of the Framework agreement, the Economic operator shall pay the Contracting Authority a contractual penalty in amount of 0.2 % of the remuneration for the performance of the Public contract for each commenced day of the delay with Order confirmation.
140. Any delay in fulfilling the obligations confirmed by the contractual penalties according to previous paragraphs of this Article of the Framework agreement shall be terminate at the time when the Economic operator or another qualified person is remedied. The payment of the contractual penalty is without prejudice and does not have any effect to the Contracting Authority's rights from the defective performance of the Economic operator.
141. The payment of the contractual penalty does not relieve the Economic operator of the obligation to fulfil the obligation confirmed by the contractual penalty.
142. The Contracting Authority is also entitled to claim the compensation for damages and non-material damages caused by the breach of the Economic operator's obligation to which the contractual penalty applies, in full.
143. If the Contracting Authority breaches the obligation to pay the Remuneration for the Public contract within the agreed time, the Contracting Authority is obliged to pay the Economic operator a statutory interest on arrears in accordance with the legal regulations of the Czech Republic.
144. The maturity of the contractual penalties under the Framework agreement shall be 15 days from the delivery of the written request for payment of the contractual penalty to the Economic operator, resp. to the Contracting Authority.

XXII. DECLARATION OF THE CONTRACTING PARTIES

145. The Economic operator declares that he is not in bankruptcy or in a state of imminent bankruptcy and that he is not aware of any insolvency proceedings to be held against him. The Economic operator further declares that against him there is in force no judicial decision, or decision of an administrative, tax, or other authority, that could be the reason for initiating the execution proceedings against the property of the Economic operator and that he is not aware of any such proceedings to be started.
146. The Economic operator declares that he has become sufficiently acquainted with all Contracting Authority's requirements under the procurement documents of Procurement procedure without being aware of any barriers that would prevent him from providing the agreed performance in accordance with Framework agreement or Orders.

- 147. The Economic operator assumes the risk of changing circumstances in accordance with Section 1765 of the Civil Code.
- 148. The Economic operator declares that he is acquainted with legal regulations of the Czech Republic relating to the protection and safety of work and fire protection and with the obligations imposed on him on the basis of them.
- 149. The Contracting parties declare that they will do their utmost to prevent damage and minimize the damage already incurred.
- 150. The Economic operator is fully aware that he is, within the meaning of Section 2 letter e) of Act No. 320/2001 Coll., on Financial Control in Public Administration and on amendments to certain Acts, as amended, obliged to cooperate in the performance of financial control.
- 151. The Contracting parties declare that the identification data specified in art. I of the Framework agreement correspond to the current state and that the persons acting upon the conclusion of the Framework agreement are authorized to act for the Contracting parties without any limitation by the internal regulations of the Contracting parties.
- 152. The Contracting parties are obliged to notify the other Contracting party in writing form and without undue delay about any changes in the data specified in the art. I of the Framework agreement, which occur after the conclusion of the Framework agreement.
- 153. In the case, when any of the statements of any Contracting party stated in the Framework agreement prove untrue, that Contracting Party shall be liable for any damage and non-material damage suffered by the other Contracting Party due to the untruthfulness of such declaration or in connection with it.

XXIII. OTHER PROVISIONS

- 154. The Economic operator is obliged to perform the Public contracts with all the due professional care, according to his expertise and experience, and in accordance with all conditions under the legal regulations of the Czech Republic applicable and effective at the time of the Public contract performance.
- 155. The Economic operator is obliged to observe the instructions of the Contracting Authority during the Public contract performance.
- 156. The Economic operator is obliged to inform the Contracting Authority in writing without delay about any facts that may have a potential effect on the fulfilment of the obligations according to the Framework agreement or Orders, and if this is not possible, at the latest on the day after the relevant event occurs or the Economic operator finds out that it could occur. At the same time, the Economic operator is obliged to take all necessary steps to eliminate any potential damage to the Contracting Authority, in particular to obtain replacement of the performance without delay and to bear any price difference.
- 157. The Economic operator acknowledges that the Contracting Authority is a legally bound subject under the Act No. 106/1999 Coll., on Free Access to Information, as amended.
- 158. The Economic operator agrees with the publication of the Framework agreement and Orders in accordance with the Contracting Authority's obligations under the conditions of the applicable

legal regulations valid and effective in the Czech Republic, in particular, the Economic operator agrees with the publication of the Framework agreement and Orders, including all its changes and amendments, the amount of the actually paid price based on the Framework agreement and Orders and other data on the Contracting Authority profile according to Section 219 Public Procurement Act and in the Register of Contracts according to Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts, as amended (hereinafter the "**Act on the Register of Contracts**"). The Contracting parties agree that the Contracting Authority shall ensure the publication of the Framework agreement and Orders on the Contracting Authority profile and in the Register of Contracts according to relevant legal regulations, in particular within the deadlines set by applicable legal regulations.

159. The Economic operator declares that neither the content of the Framework agreement nor the content of the Orders is trade secrets of the Economic operator in accordance with Section 504 of the Civil Code.
160. The Economic operator is not entitled to assign any receivables from the Contracting Authority arising from the Framework agreement or arising in connection with the Framework agreement.
161. The Economic operator is not entitled to set off unilaterally any of its receivables from the Contracting Authority arising from the Framework agreement or arising in connection with the Framework agreement against any Contracting Authority's claim for the Economic operator.
162. The Contracting Authority is entitled to set off unilaterally any due and non-due receivables from the Economic operator arising from the Framework agreement or arising in connection with the Framework agreement (in particular the contractual penalties) against the due and non-due receivables of the Economic operator for the Contracting Authority.
163. If the Economic operator breaches any of its obligations in connection with the Framework agreement, he shall compensate the Contracting Authority for any damage and non-material damage resulting therefrom. The Economic operator shall not be liable for compensation of the damage if he proves that an exceptional, unforeseeable and insurmountable obstacle, irrespective of his will, prevented him from fulfilling his obligation. However, an obstacle arising from the Economic operator's personal circumstances or occurred in the time when the Economic operator has been in delay with the performance, nor an obstacle which the Economic operator has obliged to overcome, will not relieve the Economic operator of his obligation to compensate the damage to the Contracting Authority.
164. A written form means particularly:
 - a document signed by an authorized person of the Contracting party,
 - an e-mail signed by the electronic signature of the authorized person of the Contracting party,
 - a message sent to the Contracting party Data Box,
 - communication made through an electronic tool under the Public Procurement Act.
165. The Contracting parties shall, when they communicate in the process of awarding Public contract under the Framework Agreement, comply with the Public Procurement Act and other relevant legal regulations.
166. The Economic operator is obliged to maintain confidentiality of all facts and information contained in the Order or the Framework agreement and any facts and information made available, transmitted or communicated to him in connection with the Public contract

performance, or in any way, except for those that are demonstrably publicly available at the moment when the Economic operator becomes acquainted with them or become publicly accessible without the Economic operator's fault. The Economic operator may not use such facts and information in contradiction with their purpose, he also may not use them for their own benefit or the benefit of other person and may not use them even to the detriment of the Contracting Authority. The Economic operator is obliged to observe the obligations under this paragraph even after the expiration of the Order or the Framework agreement, except situations when such facts and information become demonstrably publicly accessible without fault of the Economic operator. The obligations under this paragraph do not apply to cases where the Economic operator is obliged to publish such facts or information on the basis of an obligation imposed on him by law or by a decision of a public authority.

167. The Economic operator is obliged to protect personal data and to proceed with its protection in accordance with the relevant legal regulations valid and effective in the Czech Republic, in particular Act No. 110/2019 Coll., Personal Data Processing Act, as amended, and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Text with EEA relevance), as amended.

XXIV. INSURANCE

168. The Economic operator undertakes that, for the entire duration of the obligations arising from the Public contracts until the expiry of the Warranty period, liability insurance has been arranged for damage or other harm caused by the Economic operator to another person during the performance of the Public contract, with an insurance coverage limit of at least 40.000 EUR or equivalent in another currency. In the event that the Public contract was concluded on the part of the Economic operator by several persons (association members, company members, etc.), the insurance contract must demonstrably cover any damage or other damage caused by any of these persons.
169. The Economic operator is obliged to submit to the Contracting Authority an insurance contract or insurance policy certifying the fulfillment of the Economic operator's obligations according to the previous paragraph of the Framework agreement within 15 days from the date of conclusion of the Framework agreement and at any time during the duration of the obligations under the Framework agreement or the Public contracts immediately after being invited to do so by the Contracting Authority.
170. Both the Economic operator and the Contracting Authority undertake to claim the insurance event with the insurance company without undue delay.

XXV. REALIZATION TEAM

171. The Economic operator is obliged to perform the Public contracts by the persons to whom he proved the fulfillment of the qualification in the Procurement procedure, that are stated in the annex of the Framework agreement (Annex No. 4 to the Framework agreement), or by the persons agreed in writing by the Contracting Authority (hereinafter referred to as ***“Member of the realization team”*** or collectively ***“Members of the realization team”***).

172. The Contracting Authority is entitled to demand and the Economic operator is obliged to ensure a change of the Member of the realization team if his performance is insufficient or unsatisfactory, in cases where:
- 172.1.the control, general safety, organization and coordination of the performance of the Public contracts are not sufficient or satisfactory in accordance with the valid and effective legal regulations governing health and safety at work or
 - 172.2.the quality of services does not meet the requirements of the Public contract or the Framework agreement or
 - 172.3.the instructions of the Contracting Authority issued under the Public contract are not executed.

If, during the performance of the Public contract, the Contracting Authority discovers that any of the reasons for changing the Member of the realization team pursuant to par. 172.1 to 172.3 of the Framework agreement have been fulfilled by the Member of the realization team, the Contracting Authority shall send a written reprimand informing the Economic operator of the fulfillment of one of the reasons for the change of a specific Member of the realization team pursuant to par. 172.1 to 172.3 of the Framework agreement with the justification of the given violation, calls upon him to make a remedy and to respect the obligations arising from par. 172.1 to 172.3 of the Framework agreement.

If, after delivering a written reprimand to the Economic operator in accordance with the previous paragraph, during the performance of the Public contract, the Contracting Authority discovers that any of the reasons for changing the Member of the realization team according to par. 172.1 to 172.3 of the Framework have been fulfilled by the same Member of the realization team, the Contracting Authority is entitled to demand and the Economic operator is obliged to ensure the change of the Member of the realization team according to the first sentence of par. 172 of the Framework agreement.

The Economic operator is obliged to propose a new member of the realization team within 10 calendar days from the delivery of the Contracting Authority's request. If the Economic operator proved qualification by the original Member of the realization team in the Procurement procedure, the new member of the realization team must meet the qualification conditions set for the Member of the realization team set out in the Procurement procedure. The new member of the realization team must be approved by the Contracting Authority using the procedure similar to the procedure according to par. 173 of the Framework agreement.

173. The Economic operator is entitled to change the Member of Members of the realization team for reason on the side of the Economic operator only with the prior written consent of the Contracting Authority. The Contracting Authority shall issue the written consent to the change within 10 calendar days from the delivery of the Economic operator's request. The Contracting Authority does not give the consent to the change if:
- 173.1.through the original Member of the realization team, the Economic operator proved the qualification in the Procurement procedure and the member of the realization team will not meet the qualification conditions set for the Member of the realization team set out in the Procurement procedure.

XXVI. FINAL PROVISIONS

174. All rights and obligations of the Contracting parties resulting from the Framework agreement or relevant Orders are governed by the Czech law. The Contracting parties have agreed that non-

coercive provisions of the law take precedence over commercial practices unless the Framework agreement or relevant Orders provides otherwise.

175. All disputes arising from this Framework agreement and in connection with this Framework agreement will be decided by the courts of the Czech Republic, as the courts with exclusive jurisdiction, according to the will of the Contracting parties.
176. The Framework agreement can be changed only by written amendments signed by Contracting Authority and the Economic operator. Changes to the Framework agreement made in a non-written form are excluded.
177. The Framework agreement is written in electronic form and will be signed by electronic signatures of authorized representatives of both Contracting parties. Each Contracting party will receive an original signed Framework agreement.
178. The Framework agreement shall first be signed by the Economic operator and subsequently by the Contracting Authority. Thus, the Framework agreement becomes valid on the date of its signature by all Contracting parties and becomes effective on the day of its publication in the Register of Contracts in accordance with the Act on the Register of Contracts.

List of annexes

- | | |
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| Annex No. 1 | Technical specification |
| Annex No. 2 | Specification of the Unit prices of the Economic operators |
| Annex No. 3 | List of Subcontractors of the Economic operators |
| Annex No. 4 | Realization teams of the Economic operators |

In _____ On _____

In _____ On _____

Contracting Authority

Economic operator

**Annex No. 1
to the Framework agreement**

Technical specification

Instruction for the Economic operator:

The technical specification will be added to the Framework agreement before the conclusion of the Framework agreement with the Economic operators according to the Documentation of procurement procedure.

**Annex No. 2
to the Framework agreement**

Specification of the Unit prices of the Economic operators

Instruction for the Economic operator:

Specification of the Unit prices of the Economic operators will be added to the Framework agreement before the conclusion of the Framework agreement with the Economic operators according to the tenders submitted by the Economic operators in the Procurement procedure.

**Annex No. 3
to the Framework agreement**

List of Subcontractors of the Economic operators

Instruction for the Economic operator:

List of Subcontractors of the Economic operators will be added to the Framework agreement before the conclusion of the Framework agreement with the Economic operators according to the tenders submitted by the Economic operators in the Procurement procedure and according to the information communicated by the Economic operators before the conclusion of the Framework agreement.

**Annex No. 4
to the Framework agreement**

Realization teams of the Economic operators

Instruction for the Economic operator:

Realization teams of the Economic operators will be added to the Framework agreement before the conclusion of the Framework agreement with the Economic operators according to the tenders submitted by the Economic operators in the Procurement procedure.