

**Invitation to tender
and the tender documentation for the small-scale public contract entitled:**

**Data modelling for Green Scenarios of RES development in the Czech
Republic, Slovakia and Croatia**

and

**The Opposition Study of the NECPs in the Czech Republic, Slovakia and
Croatia**

The Solar Association and Modern Energy Union, as the beneficiary and partner of the project From Plans to Reality: Renewable Chance for the Future, are cooperating in the award of this small-scale public procurement contract based on the Joint Procurement Contract in accordance with the provisions of Section 1746 of Act No. 89/2012 Coll., the Civil Code of the Czech Republic, as amended (hereafter referred to as the "Civil Code").

This small-scale public contract is awarded outside the framework of Act No. 134/2016 Coll., on public procurement. The tender procedure is carried out in accordance with the "Procurement Guidelines for Projects Financed by GIZ" (last updated May 2023) and the internal rules of both contracting authorities entitled Small Scale Procurement Procedure.

1. Identification and contact details of the contracting authorities

Contracting authority 1

Name: Modern Energy Union, association
Headquarters: Korunní 810/104, 101 00 Prague 10 - Vinohrady
ID number: 06950175
VAT number: CZ06950175
Person authorised to act
on behalf of the organisation: Tomáš Buzrla, Executive Director
Contact person: Nikola Nedělová, Senior Energy Analyst

Contracting authority 2

Name: Solar association, association
Headquarters: Drtinova 557/10, 150 00 Praha 5
ID number: 22829181
VAT number: CZ22829181
Person authorised to act
on behalf of the organisation: Jan Krčmář, CEO
Contact person: Martin Ander, Senior Energy Analyst

The main contact person is Nikola Nedělová, nikola.nedelova@modernienergetika.cz.

2. Definition of the type and subject of the tendering procedure

2.1. Type of tender procedure

Small-scale public service contract.

2.2. Classification of the public contract

CPV: 73300000-5, Title: Design and implementation of research and development

CPV: 90713000-8, Title: Consultancy services related to environmental issues

2.3. Place of performance of the public contract

The processing of this order can be carried out remotely. The presentation of the contract outputs will be carried out at conferences in the countries of the involved partners (Czech Republic - Prague, Slovakia - Bratislava, Croatia - Zagreb).

2.4. Substantive definition of the subject of the public contract

The objective of the contracting authority is to formulate highly ambitious RES development scenarios for the Czech Republic (hereafter CZ), Slovakia (hereafter SK) and Croatia (hereafter HR), to examine their impacts on the functioning of the electricity sector (including interconnected economic sectors) and the basic economic parameters using a data model and to formulate recommendations for changes compared to the scenario described in the updates of NECPs (2024) of the above-mentioned countries.

The subject of this public contract is:

a) Data Modelling for Green Scenarios:

This involves modelling the impacts of highly ambitious scenarios for renewable energy deployment by 2030 in the Czech Republic, Slovakia, and Croatia. The output is titled "**Data modelling for Green Scenarios of RES development in the Czech Republic, Slovakia and Croatia.**"

b) Opposition Expert Opinion:

This entails providing an independent expert's opposition opinion on the current valid National Energy and Climate Plans (NECPs) documents for the Czech Republic, Slovakia, and Croatia. This output is referred to as the "**The Opposition Study of the NECPs in the Czech Republic, Slovakia and Croatia**".

Both of these outputs a) and b) will be complemented by a joint presentation of the outputs at 3 professional conferences in CZ, SK and HR. It is stated that a) and b) are sub-performances of this contract and the tenderer is entitled to submit a tender **for both sub-performances (a) and b) together**.

2.4.1. Substantive definition of part a) of the contract "Data modelling for Green Scenarios of the RES development in 2030 in CZ, SK and HR (DataModel)"

Contracting authorities require the Tenderer to (for each of the three countries (CZ, SK, HR)):

- Prepare the basis for the formulation of a highly ambitious, scientifically sound and realistically feasible RES development scenario up to 2030 (Green Scenario Setup) in

cooperation with the Contractor's team of experts; the addition of the necessary input parameters of the model will be done by the Contractor in mutual agreement with the Tenderer;

- Model electricity generation and consumption patterns taking into account European energy markets in the 2030 outlook at hourly resolution for significant time periods in different climate years with specific (historically based) weather patterns, including Comments;
- Model and formulate recommendations for grid flexibility measures (e.g., demand-side flexibility) to enable a higher level of RES deployment and access to the grid.
- Model the electricity generation and consumption trajectories for the grid resulting from different weather conditions, such as:
 - (i) a time period with extremely high RES generation and low consumption (e.g. a sunny cloudless summer week during the holiday season) and
 - (ii) a time period with extremely low RES generation and high consumption (e.g. a winter week with heavy cloud cover and low air temperatures), including comments;
- Model the annual generation balance of each installed capacity of all resource types in the energy mix from 2030, including imports/exports;
- Within the consumption model, work with the additional flexibility created by increased electrification in different sectors of the economy (industry, households, heating, transport, etc.) and using technologies that can realistically be expected to be available by 2030, i.e. import/export, charging/discharging of stationary batteries and electric vehicles, electrification and flexibility of households, industry and other sectors, energy storage of surplus renewable electricity for heating in CHP (i.e. storage tanks in heating plants) and heat production using small and large heat pumps or other forms of electricity storage systems, simultaneous use of biogas (gas) in CHP, only to a limited extent production of green hydrogen; details of assumptions to be agreed between the Contractor and the Tenderer;
- Within the model, calculate the main elements characterising the security of supply in each scenario, such as the number of hours without an electricity supply and the level of uncovered consumption.
- Identify complex situations for network management in an ambitious scenario and recommend economically optimal measures to eliminate load-shedding conditions in the grid;
- Use the model to calculate the change in greenhouse gas emissions (CO₂eq.) in the ambitious Green scenario compared to the NECP scenario;
- Quantify the impact of the Green scenario on the total consumption of non-renewable resources compared to the NECP scenario;
- Quantify the financial impact of reduced emissions on the cost of emission allowances;
- Quantify the impact of the Green Scenario on foreign fuel purchases compared to the NECP scenario;
- Quantify the overall economic impact of the scenario on investment and maintenance of existing resources and the cost of fuels and allowances and, on the other hand, quantify the total cost of RES investments and savings and grid reinforcement (calculate with three options of allowance price levels of €45-70-100). Other necessary assumptions for quantification will be agreed upon with the Contractor's team of experts.

- Quantify the impact of the Green scenario on GDP and the labour market (direct, indirect and induced employment) compared to the NECP scenario; Quantify the overall economic benefits, such as increase in household's income, gross added value, public budgets revenues.
- Formulate and explain a set of additional necessary technological, economic, or regulatory conditions for the implementation of the Green Scenario;

2.4.2. Substantive definition of part b) of the contract "Opposition Study of the NECPs in CZ, SK and HR" and presentation of the results at professional conferences

Contracting authorities require Tenderer to (for each of the three countries (CZ, SK, HR)):

- Formulate an independent expert opinion on the setting of targets and priority measures in the NECPs (2024 update, CZ, SK and HR) in relation to the fulfillment of the Fit for 55 and RePowerEU targets, highlighting the missing conditions in the NECPs, e.g. emphasis on storage capacities (battery storage), linkages with electromobility and V2G development, use of heat pumps, preparation for green hydrogen or P2X production and consumption modulation measures such as dynamic tariffs, etc.
- Verify, using the above-mentioned model, the below-specified impacts of the Green Scenarios on the RES development compared to the state assumed in the NECP scenario (Green Scenario Output);
- Formulate a set of expert recommendations for the successful implementation of the ambitious scenario; e.g. recommendations for instruments and measures in the field of energy storage systems, flexibility, use of community energy instruments, instruments to support rapid investments in RES deployment (PPA, CfD), etc;

As part of the service, the Tenderer together with the Contracting authorities will **present the results of the Green Scenarios and the independent counter-opinion on the NECPs at three professional conferences in the participating countries** (CZ, SK, HR), organised by the Contractor and its project partners. The conferences will be attended by the professional public, representatives of ministries and state organisations in the energy sector, non-profit and academic sectors.

2.4.3. Additional conditions

The resulting scenario will take into account developments in energy efficiency (energy savings in buildings, industry and other sectors of the economy) as well as expected changes in the distribution of consumption (seasonal and daily). Financially assess savings separately from energy investments and costs. Incorporate outputs of the stakeholder roundtables in CZ, SK and HR into the Green Scenario screening.

The Green Scenario for each of the countries under study will be developed in collaboration between the Tenderer and the Contractor following a strategic iteration process. The Tenderer will formulate the basic requirements of the model, the Contractor will specify the necessary input parameters, and the Tenderer will perform the modelling and interpretation of its results, based on which the Contractor will subsequently complete a comprehensive description of the Green Ambitious RES Development Scenario in each of the countries under study.

Summary of outputs:

- a) Introduction to the model used (including a summary of inputs); Description of model outputs as a basis for the formulation of Green Scenarios for CZ, SK and HR; at least 10 pages for each country. Data sets of model outputs in the form of tables.
- b) Opponent opinion on the NECPs of CZ, SK and HR, including a summary of recommendations for the necessary steps to implement the scenarios resulting from the modelling (CZ, SK, HR) - approx. 20 pages per country.
- c) Participation in the presentation of the results of the work to stakeholders - the creation of 3 country-specific PowerPoint presentations and active participation in 3 expert conferences, one in each of the participating countries (CZ, SK and HR).

Inputs Provided by the Contracting Authorities:

- Definition of RES generation capacity levels in the 2030 - Green Scenarios ambitions;
- Brief description of the current state of the electricity sector (energy mix) in the countries considered;
- Inputs collected during the national roundtables with key stakeholders (1-pager per national roundtable, 4 roundtables per country, i.e. 12 documents together)
- Draft (or approved, if available) updated NECPs 2024 (English version) for countries under consideration
- European Commission's Recommendation and Assessment of Draft Updated NECPs (2023)
- other information agreed between the Tenderer and the Contracting Authority.

2.5. Period of performance

The period of performance for this contract is contingent upon the date of its conclusion. The contract is anticipated to be finalized and undersigned by 1 August 2024. **Work on the project outputs is expected to commence on 1 September 2024 and adhere to the following timeline:**

- a) **DataModel** and explanations within 5 months of contract signature (end 1/25)
- b) Opposition expert opinion on the NECPs within 8 months of contract signature (end 4/25)
- c) Presentation of results at professional conferences in terms 5-6/25.

2.6. Estimated value of the public contract

The estimated maximum value of the contract is EUR 73,770, allocated as follows:

Output a): EUR 24,550

Output b): EUR 49,220

The price is understood as final (i.e. including VAT). The contracting authorities are not entitled to a VAT refund, as they are not VAT payers in relation to the project costs. The price will therefore be calculated including VAT at the tax domicile rate of the bidder.

3. Tender

3.1. Processing of the tender

Tenders must be prepared and submitted in accordance with the requirements of the Contracting Authority set out in this invitation to tender. Tenders, including all documentation relating to the subject of the tender, shall be drawn up **in English**.

3.2. Content of the offer

The tenderer shall use the order of documents specified in the following points of these tender instructions:

1. Tender Cover Sheet - Annex A of this invitation,
2. Qualification requirements of the tenderer - Annex B of this invitation,
3. Proposal for the contract implementation procedure - Annex C of this invitation (brief description of the processing and communication method).

3.3. Submission of the offer

Tenders should be submitted in paper form to the address:

Svaz moderní energetiky, z. s., Korunní 810/104, 101 00 Praha 10 - Vinohrady.

The envelope must contain the subject **Tender - DO NOT OPEN BEFORE THE DEADLINE - Modelling of Green Scenarios for the Development of RES in 2030 and the Opposition Study of the NECPs in CZ, SK and HR.**

3.4. Deadline for submission of a tender

The deadline for submission of tenders is **12 July at 16:00 CET** (the date of submission to the transport company is decisive).

3.5. Tender period

The bidder's proposal is valid and must be honored for 2 months starting from the day after the bid submission period ends.

4. Qualifications

The tenderer is obliged to prove that the qualification is met. Qualification requirements shall be met by the tenderer who demonstrates compliance with the qualification requirements specified below:

4.1. Basic qualification requirements

The candidate shall demonstrate compliance with the basic qualification requirements **by means of an affidavit** (see Annex B for a template of the affidavit).

The basic qualification requirements are met by the applicant:

- a) who has not been finally convicted of a criminal offence committed for the benefit of an organised criminal group, a criminal offence of participation in an organised criminal group, money laundering, sharecropping, bribery, bribery, indirect bribery, fraud, credit fraud, including in cases where there is a preparation for or attempt or participation in such an offence, or a conviction for the commission of such an offence has been acquitted; in the case of a legal person, this requirement must be fulfilled both by that legal person and by its statutory body or by each member of its statutory body,

and in the case of a legal person who is the supplier's statutory body or a member of the supplier's statutory body, this requirement must be fulfilled both by that legal person and by its statutory body or by each member of its statutory body; where a foreign legal person submits a tender or a request to participate through its organisational unit, the head of that organisational unit must also fulfil the prerequisite referred to in this point in addition to the persons mentioned; the supplier must fulfil this basic qualification requirement both in relation to the territory of the Czech Republic and in relation to the country of its registered office, place of business or place of residence,

b) who has not been finally convicted of a criminal offence, the facts of which are related to the supplier's business pursuant to special legislation, or the conviction for such an offence has been quashed; where the supplier is a legal person, this condition must be fulfilled by both the legal person and its statutory body or each member of the statutory body, and where the supplier's statutory body or a member of the statutory body of the supplier is a legal person, this condition must be fulfilled by both the legal person and its statutory body or each member of the statutory body of the legal person; where a foreign legal person submits a tender or a request to participate through its organisational unit, the head of that organisational unit must also fulfil the prerequisite referred to in this point in addition to the persons mentioned; the supplier must fulfil this basic qualification requirement both in relation to the territory of the Czech Republic and in relation to the country of its registered office, place of business or place of residence,

c) who has not, in the last 3 years, fulfilled the facts of unfair competition in the form of bribery according to a special legal regulation,

d) whose assets are not subject to insolvency proceedings or have not been subject to insolvency proceedings in the last 3 years in which a decision on insolvency was issued or the insolvency petition was not rejected because the assets are insufficient to cover the costs of the insolvency proceedings, or the bankruptcy was not cancelled because the assets were completely insufficient or receivership was introduced under special legislation,

e) which is not in liquidation,

f) who has no tax arrears recorded in the tax records, both in the Czech Republic and in the country of the supplier's registered office, place of business or residence,

g) who has no arrears of insurance premiums and penalties for public health insurance, both in the Czech Republic and in the country of the supplier's registered office, place of business or residence,

h) who is not in arrears on social security contributions and penalties and state employment policy contributions, both in the Czech Republic and in the country of the supplier's registered office, place of business or place of residence,

i) who has not been subject to a final disciplinary sanction within the last 3 years, or has not been subject to a final disciplinary measure under special legislation, where proof of professional competence is required under Section 54(d) of the Act in accordance with special legislation; if the supplier carries out this activity through a responsible representative or other person in charge of the supplier's activities, this requirement shall apply to these persons,

j) who is not entered in the register of persons prohibited from performing public contracts,

k) who has not been fined in the last 3 years for facilitating illegal work under a specific legal regulation,

l) which has not been placed in provisional administration or subject to a resolution measure in the last 3 years under the law regulating recovery procedures and crisis resolution in the financial market.

4.2. Professional Qualifications

The tenderer shall demonstrate professional qualifications by submitting an **affidavit** (a template of the affidavit is attached as Annex B) **showing that the tenderer is a legal entity and is registered in the commercial register or other similar register in the country of residence.** The tenderer is not

required to submit an extract from the commercial register or other similar registers in the tender, but declares that it fulfils this qualification - see Article 4.1).

4.3. Technical Qualifications

Proof of the technical qualifications shall be provided by the tenderer by submitting an **affidavit** (a specimen of the affidavit is included in Annex B), the contents of which shall show that the tenderer meets the following qualifications required by the contracting authority:

The technical qualification requirements are met by the tenderer who provides evidence by **list of important services**.

4.3.1. List of important services

The tenderer meets this technical qualification requirement if **in the last 3 years he/she** has performed **at least 2 significant services** (reference contracts) of a similar nature and scope as the subject of this tender.

The tenderer shall provide basic information on the reference contracts in Annex B.

5. Terms and conditions, draft contract

The commercial and payment terms are set out in the model contract, which is attached as Annex D to this invitation (is informative and may be subject to further discussion).

6. Evaluation of tenders

6.1. Evaluation criteria

The basic evaluation criterion for the evaluation of tenders is the **economic advantage of the tender**. The contracting authority also sets out the following sub-evaluation criteria (the weighting of each criterion is given as a percentage):

- 1. Tender price** - weight of the criterion: 60 %
- 2. Quality of the Proposal for the Contract Implementation Procedure** - weight of the criterion: 40 %

6.1.1. Criterion 1 - Tender price

The tender of the tenderer with the lowest tender price will be evaluated according to this sub-criterion. Such a tender shall be awarded 100 points. The tender price will be evaluated according to its absolute amount **including VAT**. The score will be calculated according to the following formula:

Total score for criterion 1 = (lowest tender price / evaluated tender price) x 100

6.1.2. Criterion 2 - Quality of the Proposal for the Contract Implementation Procedure

The Proposal prepared and submitted by the Bidder will be evaluated under this criterion. The Evaluation Committee will assign a number of points to each tender depending on its assessment of the Proposal submitted, and will evaluate the Proposals both individually and in comparison with each other within the points assigned. The evaluation committee will give the best score to the proposal that provides:

- the most appropriate, comprehensive and logically coherent solution procedure; the most logically coherent procedure is the procedure that lists, justifies and correlates the individual steps (the evaluation sub-criterion is the appropriateness, comprehensiveness and logical coherence of the procedure; min. 1 point - max. 100 points);

The evaluated tender will be awarded an overall point value (= overall score in criterion 2), which is obtained by multiplying 100 by the ratio of the value of the evaluated tender to the most advantageous tender. The score will therefore be calculated according to the following formula:

Total score for criterion 2 = (number of points awarded to the evaluated tender under criterion 2 / highest number of points awarded under criterion 2) x 100

6.1.3. Overall evaluation of the offer

The resulting evaluation according to the scoring method will be carried out by multiplying the individual total scores of the tenders according to the sub-criteria by the respective weight of the criterion and, on the basis of the sum of the resulting values of both criteria for the individual tenders, the order of success of the individual tenders will be determined, so that the tender with the highest score will be determined as the most successful. In the event of equality of scores between the tenders in the first place, the tender with the highest overall score for criterion 2 will be selected as the most advantageous among these tenders.

In accordance with the procedure and formula described above, the overall evaluation of the tender will be calculated according to the following formula:

Total points = 0.60 x the point value of the tender in criterion 1 + 0.40 x the point value of the tender in criterion 2

or in detail:

Total points = 0.60 x (lowest tender price / evaluated tender price) x 100 + 0.40 x (number of points awarded under evaluation criterion 2 to the evaluated tender / highest number of points awarded under evaluation criterion 2) x 100

7. Additional information on the terms of reference, method of communication with the contracting authority

Requests for additional information may be delivered no later than 3 **working days before the deadline for submission of tenders**, to the email of the main contact person. The contracting authority shall provide for the submission of questions on the tender documentation in writing only (the contracting authority will not respond to telephone inquiries or inquiries submitted in a manner other than that specified in the previous sentence).

A reply to a timely request for additional information will be **sent within 2 working days of receipt to the interviewer and to all other contracted tenderers who have** not refused in writing to participate in the tender.

8. Rights of the contracting authority

The contracting authority reserves the right to:

- amend, specify or supplement the terms and conditions of the tender procedure,

- b) not to reimburse tenderers for costs incurred by tenderers in connection with their participation in the procurement procedure,
- c) cancel the tendering procedure at any time up to the time of conclusion of the contract with the successful tenderer,
- d) address the next ranked tenderer to conclude the contract, if the selected tenderer fails to provide cooperation for the conclusion of the contract, if it fails to deliver a signed draft contract to the contracting authority within 5 working days from the receipt of the draft contract by the contracting authority, or if it fails to submit the requested documents to the contracting authority within the specified time limit to prove the qualification requirements.

9. Annexes to the call

The following annexes form an integral part of this call:

Annex A - Tender Cover Sheet Form

Annex B - Model affidavit of fulfillment of the qualification requirements

Annex C - Proposal for the contract performance procedure

Annex D - Model contract

In Prague

Tomas Buzrla

Executive Director of the Modern Energy Union

Annex A - Tender Cover Sheet

Name of public contract:	Data modelling for Green Scenarios of RES development in the Czech Republic, Slovakia and Croatia and The Opposition Study of the NECPs in the Czech Republic, Slovakia and Croatia
Identification data of the tenderer legal entity	
Business name or name:	
E-mail:	
Headquarters address:	
Legal form:	
Identification number:	
Tax identification number:	
Name and surname of the statutory body or its members authorised to act on behalf of the legal entity:	
Contact person of the applicant (including contact e-mail and mobile phone number)	

Tender price for part a)		
Price without VAT	Amount of VAT	Price including VAT
Tender price for part b)		
Price without VAT	Amount of VAT	Price including VAT
Tender price for the whole contract		
Price without VAT	Amount of VAT	Price including VAT

Place Date

Signature of the person authorised to act for or on behalf of the tenderer	
Title, name, surname, function:	
Signature	

Annex B - Model affidavit of fulfillment of the qualification requirements

Name of public contract:	Data modelling for Green Scenarios of RES development in the Czech Republic, Slovakia and Croatia and the Opposition Study of the NECPs in the Czech Republic, Slovakia and Croatia
Business name or name of the tenderer legal entity:	

I. Basic qualification requirements

The Candidate for the above-mentioned public contract declares on oath that he/she meets the **basic qualification requirements** according to Article 4.1 of the tender documentation.

II. Professional Qualifications

The Candidate for the above-mentioned public contract declares on oath that he/she meets the **professional qualification requirement** according to Article 4.2 of the tender documentation.

III. Technical Qualifications

The Candidate for the above-mentioned public contract declares on oath that it meets the **technical qualification requirements** according to Article 4.3 of the tender documentation, to which it further states:

III.1. List of essential services

(to Article 4.3.1 of the tender documentation)

Significant service	
Name	
Description of the service provided (content)	
Period of service provision	
The entity to which the services were provided (the client)	

Significant service	
Name	

Description of the service provided (content)	
Period of service provision	
The entity to which the services were provided (the client)	

Significant service	
Name	
Description of the service provided (content)	
Period of service provision	
The entity to which the services were provided (the client)	

Place Date

Signature of the person authorised to act for or on behalf of the tenderer	
Title, name, surname, function:	
Signature	

Annex C - Proposal for the contract performance procedure

Place Date

Signature of the person authorised to act for or on behalf of the tenderer	
Title, name, surname, function:	
Signature	

Annex D - CONTRACT - DRAFT

Data modelling for Green Scenarios of RES development in the CZ, SK and HR

concluded pursuant to Section 2586 et seq. of Act No. 89/2012 Coll., the Civil Code of the Czech Republic (hereinafter referred to as the "Civil Code"), and pursuant to Act No. 121/2000 Coll., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (Copyright Act), as amended (hereinafter referred to as the "Copyright Act")

Client 1

Name: Modern Energy Union
Headquarters: Korunní 810/104, 101 00 Prague 10 - Vinohrady
ID Number: 06950175
VAT Number: CZ06950175
Person authorised to act
on behalf of the client: Tomáš Buzrla, Executive Director
Contact person: Nikola Nedělová, nikola.nedelova@modernienergetika.cz
(hereinafter referred to as the "Client")

and

Contractor

Title:
Based:
ID Number:
VAT Number:
Represented by:
Contact person:, e-mail:, tel.

(hereinafter referred to as the "Contractor")

enter into this contract for work (hereinafter referred to as the "Contract").

Article I

Introductory provisions

The performance of this contract is a small-scale public contract awarded outside the framework of Act No. 134/2016 Coll., on Public Procurement, and is part of the project 23_064 From Plans to Reality: Renewable chance for future supported by EUKI.

The contract is concluded in accordance with the contractor's offer and the client's decision on the selection of the most suitable offer.

Article II

Subject and purpose of the contract

1. The subject of this contract is the obligation of the contractor to process at his own expense and risk for the client a data model called **Data modelling for Green Scenarios of RES development in the CZ, SK and HR** (hereinafter referred to as "the work") under the terms and conditions set out in this contract and the obligation of the client to accept the duly performed work and to pay the contractor the agreed price for it.
2. The draft procedure for the implementation of the contract is part of the contractor's offer in the tender procedure.

Article III

Terms and method of performance

1. The contractor shall establish mutual communication with the client on the date of signing the contract. The aim of this communication is the exchange of information leading to the successful performance of the contract and the creation of an output of maximum quality.
2. The contractor communicates with the client and persons designated by the client on behalf of the project team. The communication shall be in English and shall be oriented towards the provision of the necessary documentation at the national level of the countries involved, consultation and validation of methodological approaches and interim deliverables by the contractor.
3. The deadlines for submission of the individual parts of the work on the contract are set as follows:
[will be elaborated in relation to the content of the offer]
 - *DataModel and explanations within 5 months of contract signature*
 - *Opposition opinion on the NECPs within 8 months of contract signature*
 - *Presentation of results at professional conferences 5-6 /2025*
4. The contractor shall submit the full text of the output to the client by at the latest.
5. The Client shall inform the Contractor of any comments it may have on the full text of the output or that it has no comments on the full text of the output. In case the client makes comments on the full text of the output, the contractor is obliged to incorporate them into the full text of the output and submit them to the client within 10 working days of their communication or propose a timetable for addressing these comments within timeframe of 10 working days.
6. The parties shall draw up a handover report on the defect-free final version of the output. The draft handover report shall be prepared by the contractor, each party receiving 1 original copy. The handover report certifying the defect-free final complete version of the Analysis shall entitle the Contractor to invoice the remaining part of the total price of the Work.

Article IV

Place of performance

1. The processing and transmission of this order can be carried out remotely. The presentation of the contract outputs will be carried out at conferences in the countries of the involved partners (Czech Republic - Prague, Slovakia - Bratislava, Croatia - Zagreb).

Article V

Price and payment terms

1. The total price of the work is EUR without VAT, i.e. EU including VAT, VAT %, EU (the amount of VAT is determined by the VAT rate set for the type of service in the tax domicile of the contractor).

2. The price according to paragraph 1 is set as final and not to be exceeded and includes all costs of the Contractor necessary or related to the proper performance of the subject of this contract, i.e. also activities and related performances which are not explicitly mentioned in this contract but the Contractor, as an expert, knows or should know that they are necessary for the performance of the subject of this contract.
3. The price of the work will be paid by the client to the contractor after handing over the agreed output.
4. The contractor's invoice must contain the requirements of a commercial document pursuant to Section 435 of the Civil Code and a tax document pursuant to Act No. 563/1991 Coll., on Accounting, as amended, and Act No. 235/2004 Coll., on Value Added Tax, as amended. The invoice must state the name and number of the project as specified in Article I and must be accompanied by a copy of the handover report as specified in Article III(3) or (7).
5. In the event that the invoice does not have the specified details or contains incorrect data, the client is entitled to return the invoice to the contractor within the due date without the client being in default with payment of the invoice. The new due date begins on the day of receipt of the corrected or newly issued invoice. The reason for any return of the invoice must be clearly stated by the client.
6. The Client shall pay the price of the work on the basis of the Contractor's invoice by wire transfer, with the invoice due 21 days from the date of its delivery to the Client. The Client's obligation to pay the invoiced amount under this Agreement shall be fulfilled by debiting the relevant amount from the Client's account.

Article VI

Defects in the work, guarantee for the work

1. The contractor is responsible for defects in the work. The work is defective if the execution of the work does not correspond to the result specified in this contract. Defects in the work are any defects that become apparent in the work during the warranty period.
2. The Contractor guarantees the work to the Client for the warranty period. The warranty period shall commence on the day following the date of signing of the handover protocol according to Article III, paragraph 5 (for the complete final version of the analysis). The guarantee period shall end 6 months after the date of signing of the handover report according to Article III(5).
3. During the warranty period, the customer is obliged to claim defects without undue delay after their discovery. The deadline for the removal of defects is 10 days from the date of delivery of the notice of claim to the contractor, unless the parties agree otherwise due to the nature of the defect.
4. The contractor shall remedy the defects claimed within the warranty period at his own expense. If the contractor refuses to remove the claimed defects or fails to remove them within 30 days of the claim, the client is entitled to remove the defects himself or through a third party and to charge the costs associated with this to the contractor.

Article VII

Intellectual property rights

1. the Contractor undertakes that in the preparation of the work he will not infringe the rights of third parties which may arise from intellectual property rights, in particular copyright and industrial property rights, that he is fully entitled to dispose of the rights which he assigns to the Client by this contract or which he licenses to the Client for use under this contract, and undertakes to ensure the proper and undisturbed use of the work by the Client for this purpose, including securing further consents and licenses from the authors of the works in accordance with Act No. 121/2000 Coll., on copyright, on rights related to copyright and on amendments to certain acts (Copyright Act), as

amended (hereinafter referred to as the "Copyright Act"), or from holders of other intellectual property rights in accordance with legal regulations. The Contractor undertakes to reimburse the Client for all costs, expenses, damages and pecuniary and non-pecuniary loss incurred by the Client as a result of a breach of the obligations under the preceding sentence.

2. If the result of the Contractor's activities under this contract or a part of the delivered work is a creation that is subject to copyright, related rights or the rights of the Acquirer to the database acquired by the Contractor and it is not within the meaning of par. 6 of this Article, the Client shall be entitled to an exclusive, unrestricted right to use the Subject Matter for the entire world, including the Czech Republic, for the duration of the rights to the Subject Matter under the Copyright Act, or for the statutory term of protection, from the time of delivery of the Work under this Agreement. The Contractor hereby grants the Client the right to exercise the aforementioned exclusive right to use the Subject Matter under the Copyright Act (license) without limitation in time, territory and quantity and for all uses. The Client is entitled to use the Copyright Objects in their original or otherwise modified or altered form, alone or in a set or in conjunction with other works or elements. The rights to use the Subject Matter under the Copyright Act are granted to the Customer as transferable with the right to sublicense and assignable. Assignment of the license or part thereof to a third party does not require the consent of the Contractor and the Client is not obliged to notify the Contractor of the assignment of the license or part thereof to a third party. This right of the Client to the Subject Matter under the Copyright Act shall automatically extend to all new versions, modifications and translations of the Subject Matter under the Copyright Act supplied by the Contractor. The Client is not obliged to make use of the above license. The Contractor further grants the Client the right to modify and/or translate the Copyright Objects, including the Client's right to outsource such modifications and/or translations to third parties. It is agreed between the Parties that the price for the use of the Subject Matter under the Copyright Act pursuant to this paragraph shall be included in the price for the subject matter of performance under this Agreement.

3. If the result of the Contractor's activities under this contract or part of the work delivered is a creation that is subject to industrial property rights but has not yet been registered or granted protection or is not required to be registered, in particular an invention, utility model or industrial design (hereinafter for the purposes of this Article collectively referred to as "Unregistered Subject Matter"), the Contractor shall transfer to the Client all rights to the Unregistered Subject Matter, in particular the patent right, the utility model right and the industrial design right, as from the time of delivery of the Work under this Agreement. In particular, the Client is entitled to register the Unregistered Industrial Rights for protection in the Czech Republic and other territories and to use them without restriction throughout the world, including the Czech Republic, even after their registration. This right of the Client to the Unregistered Subject Matter shall automatically apply to all new versions and modifications of the Unregistered Subject Matter supplied by the Contractor under this Agreement. The Contractor is obliged to inform the Client immediately of any such creation. It is agreed between the parties that the price for the transfer of the rights to the UDRP shall be included in the price for the subject matter of performance under this contract.

4. If the result of the Contractor's activities under this Agreement or part of the delivered work is a creation that is already protected by a registered or granted industrial property right, in particular a granted or registered invention, utility model or industrial design (hereinafter for the purposes of this Article collectively referred to as "Registered Objects of Industrial Property Rights"), the Customer shall be entitled to an exclusive, unrestricted right to use the Registered Objects of Industrial Rights for the whole of the world, including the Czech Republic, from the time of delivery of the Work under this Agreement. The Contractor hereby authorises the Client to exercise the aforementioned exclusive rights to the Registered Objects of Industrial Rights without limitation in time, territory and quantity and for all uses. The rights of use of the Registered Subject Matter shall be acquired by the Client as transferable with the right to sub-license and assignable. This right of the Customer to the Registered Subject Matter shall automatically extend to all new versions and modifications of the Registered Subject Matter supplied by the Contractor, whether or not they are filed for protection. The

Contractor shall immediately inform the Client of any such creation. The Contractor shall furthermore be obliged to take all necessary steps and provide the Client with all necessary assistance to register the said license for the Registered Objects of Industrial Rights in the relevant registers. The Contractor also grants the Client the right to modify and adapt the Registered Objects of Industrial Rights, including the Client's right to outsource the development and implementation of such adaptations and modifications to third parties. It is agreed between the Parties that the price for the transfer of the rights to the Registered Objects of Industrial Rights is part of the price for the subject of performance under this Agreement.

5. If the Contractor's activities under this Agreement result in, or form part of, a work that may be the subject of property rights, except for the items protected under the Copyright Act and items of industrial property enjoying special protection as referred to in the preceding paragraphs of this Article and paragraph 6 of this Article, in particular know-how or unregistered designations (hereinafter collectively referred to as "Other Intellectual Property Items" for the purposes of this Article), the Contractor shall transfer all rights to Other Intellectual Property Items to the Client from the moment of handing over the work. In particular, the Client shall be entitled to use the Other Intellectual Property without restriction throughout the world, including the Czech Republic. This right of the Customer to the Other IP shall automatically extend to all new versions and modifications of the Other IP supplied by the Contractor. The Contractor is obliged to inform the Client immediately of any such creation. The Contractor also grants the Client the right to modify and adapt the Other IP Items, including the Client's right to outsource the development and implementation of such adaptations and modifications to third parties. It is agreed between the Parties that the price for the use of the Other IP pursuant to this paragraph shall be part of the price for the subject matter of performance under this Agreement.

6. If the result or part of the work includes an employee or collective work that is subject to copyright, rights related to copyright or the rights of the acquirer to the database acquired by him, the contractor as an employer or person, at whose initiative and under whose direction the work is created and under whose name the work is made public, assigns the right to exercise the property rights in the work to the Client on the date of delivery of the work under this Agreement, the amount of the assignment fee already being included in the price for the subject matter of performance under this Agreement. The Client thereby becomes, in relation to all parts of the work and the work as a whole, the executor of the copyright in the position of an employer with all the consequences, including the rights arising from the limitations of the personality rights of the original authors to the full extent pursuant to Section 58 of the Copyright Act, with the right to exercise the copyright in the work being assignable by the Client. The customer is thus primarily entitled to use the work and its parts without further delay in any way whatsoever in their original, processed or otherwise modified form and to grant third parties the right (licence) to exercise the right to use the work and its parts. The client is also entitled to complete unfinished or insufficiently detailed parts of the work, regardless of the conditions under Section 58(5) of the Copyright Act. Neither the contractor nor the original authors shall be entitled to reasonable additional remuneration pursuant to Section 58(6) of the Copyright Act. The client is entitled to publish the work or parts of it, to modify it, to process it, including translation, to combine it with another work, to include it in a collective work and to make it available to the public under its own name, including the client's right to subcontract the development and implementation of such modifications and alterations to third parties.

7. The Contractor is obliged to provide the Client with all information, documents and documentation necessary for the exercise of the rights under this Article without delay.

Article VII

Contractual penalties, default interest

1. The Contractor undertakes to pay the Client the following contractual penalties in the event of failure to comply with any of the deadlines under Article III in the amount of EUR 100 per day of delay,

unless such delay has been discussed and agreed in advance by the Client.

2. The total amount of contractual penalties is not limited by any cap and contractual penalties may be combined (i.e. the application of one contractual penalty does not preclude the simultaneous application of any other contractual penalty) and imposed repeatedly.
3. The contractual penalty is payable within 21 days from the date of delivery of the notice of the contractual penalty by the client to the contractor.
4. The application of any of the contractual penalties does not deprive the Client of the right to claim compensation for any damages caused by the breach of the Contractor's obligation; the amount of the contractual penalties is not included in the amount of the compensation.
5. In the event of delay in payment, the client is obliged to pay the contractor interest on the overdue amount at the statutory rate.

Article X

Termination of contract

1. The contractual relationship arising from this contract may be terminated in the following ways
 - a) withdrawal from the contract
 - i. under the conditions set out in the Civil Code,
 - ii. in the cases agreed between the Parties further in this Article of the Contract;
 - b) by agreement of the parties.
2. The client is entitled to withdraw from the contract if the contractor
 - a) shall be in default in the performance of any obligation under this Agreement against the time specified in this Agreement for more than 5 days,
 - b) will be in default in remedying defects in the work within the warranty period of more than 5 days,
 - c) if the Client finds during the inspection of the execution of the work that the Contractor is in breach of its obligations under this Agreement and the Contractor fails to remedy the breach even after being notified of it.
3. The contractor is entitled to withdraw from the contract in the event of a delay of more than 10 days by the client in payment of the price for the performance of the subject of the contract.
4. The withdrawal from the contract is without prejudice to any claim for damages.

Article XI

Final provisions

1. This Contract is governed by the Civil Code and other laws of the Czech Republic.
2. This Contract may be amended or supplemented only by written amendments signed by the authorized representatives of the Parties on a single instrument.
3. By signing this Contract, both Parties exclude that, beyond its express provisions and the provisions of its annexes, any of their rights or obligations may be inferred from past or future practice established between the Parties or from customary practices generally or in the industry relating to the subject matter of this Agreement.
4. This Contract shall be signed electronically, using an internationally recognised electronic signature..

In on

In Prague on

For

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Ing. Tomáš Buzrla
výkonný ředitel

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