# CONTRACT FOR WORK

entered into in accordance with S. 2586 *et sq.* of Act No. 89/2012 Sb., Civil Code (“***Civil Code***”) and S. 61 *et seq.* of Act No. 121/2000 Sb., Copyright Act (“**Copyright Act**”)

# Article 1

# Parties

1.1 **Client: Česká spořitelna a.s.**

 With its registered office at: Prague 4, Olbrachtova 1929/62, Post Code: 14000

 Entered in: The Commercial Register maintained by the Municipal Court in Prague, File No. B 1171

 Acting by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ID No.: 45244782

Banking details: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (“***Client***”)

1.2 **Contractor:** [*to be inserted*]

 With its registered office at: [*to be inserted*]

 Acting by: [*to be inserted*]

 ID No.: [*to be inserted*]

Banking details: [*to be inserted*], account no.: [*to be inserted*]

 Entered in: [*to be inserted*]

 (“Contractor”)

(Client and Contractor hereinafter jointly referred to also as “Parties”).

# Article 2

# Subject-Matter

2.1 The subject-matter of this Contract is the Contractor’s obligation to perform work for and render additional related services and activities to the Client as specified in more detail herein below, the said work and services to be performed and rendered in a due manner and time, in impeccable quality, and in accordance with the Client’s directions, including any and all changes of the work which will be required by the Client and any parts thereof. The subject-matter of this Contract further covers the Client’s obligation to pay to the Contractor the price for the work which will be performed in a due manner and time, the price to be paid subject to the terms and conditions of this Contract. By entering into this Contract, the Client orders from the Contractor (commissions) and the Contractor agrees to create, subject to the terms and conditions hereof, a competition design for the international architecture competition “Campus Prague – New HQ for Česká Spořitelna” organized by the Client (“**Design Competition**”). The competition design shall consist of the Project Study - Česká spořitelna Headquarters and the Urban Concept of the Smíchov South as described in the Regulations (as defined below)(“**Work**”).

2.2 By signing this Contract, the Contractor confirms that it acquainted itself thoroughly with the conditions of the Design Competition and agrees with the content thereof without reservations; the conditions of the Design Competition are set forth in the document titled *“Open Call for Participation / Competition Regulations”*, which has been made public on [19 September 2017] on the web page www.cshq-citycampus.cz (“**Regulations**”), which document is attached in *Schedule 1* of this Contract.

2.3 This Contract is entered into by the Contractor on the basis of the assessment of the Regulations. Any and all necessary information concerning the Design Competition, including the method for preparing and submitting the competition designs, is given in the Regulations. Further instructions and specifications of the Work for the “First Round” (competition brief) or requirements for further elaboration of the Work for the “Second Round” of the Design Competition will be provided in the Client’s call to submit a competition design for the “First Round” or the “Second Round”, as the case may be.

2.4 For the avoidance of doubts, the Client expressly states that the Design Competition is not a competition organised under Act No. 134/2016 Sb., on public procurement, as amended.

# Article 3

# Work Specification

3.1 The subject-matter of the Contract is the preparation of the competition design within the Design Competition, which design is to be prepared in accordance with the conditions of the Design Competition made public via the Regulations and in accordance with additional specifications and requirements, which will be presented in the call(s) to participate in the “First Round” or the “Second Round” of the Design Competition, as the case may be.

3.2 Only a motivation letter, portfolio of reference projects and listing of team members will be submitted by the Contractor for the “Open Call” stage of the Design Competition. Therefore, neither the Work nor any part thereof will be prepared by the Contractor for the “Open Call”, the competitors taking part in the “Open Call” not having the right to any remuneration.

3.3 The Contractor undertakes to create and submit the Work in the “First Round”, if called by the Client to participate in the “First Round” of the Design Competition; the Work will be delivered in the following form:

* eight (8) panels of the B1 format;
* a booklet in the A3 format – three (3) counterparts;
* plus the panels and the booklet will be submitted in digital versions on CD, DVD and USB.

The Contractor will submit the above said parts in an anonymized form. Together with the Work, the Contractor will separately present a price quotation for the complete outputs of architectural and project work as described in the Design Competition conditions, and comments, if any, regarding the draft contract for work in a separate envelope marked with the text “Author”. Further requirements regarding the envelope marked as said above are listed in the Regulations, or will be specified in more detail by the Client.

* 1. The Work for the “First Round” will be submitted in accordance with the conditions set forth in the Regulations and the specifications listed in the Client’s call to participate in the “First Round” (competition brief).
	2. The Contractor undertakes to create and submit the Work in the “Second Round”, if called by the Client to participate in the “Second Round” of the Design Competition; the Work will be elaborated in more detail and delivered in the following parts:
* eight (8) panels of the B1 format;
* a booklet in the A3 format – three (3) counterparts;
* plus the panels and the booklet will be submitted in digital versions on CD, DVD and USB;
* a model in the scale of 1:500;
* a presentation.
	1. The Work for the “Second Round” will be submitted in accordance with the conditions set forth in the Regulation and the requirements and comments of the jury as specified in the Client’s call to participate in the “Second Round”.
	2. The Contractor will present the Work at the final meeting of the jury. The Client will notify the Contractor of the venue and date of such meeting with sufficient notice.

# Article 4

# Delivery Date

* 1. The Contractor will duly prepare the Work and hand it over to the Client by 5 February 2018 at the latest (the end of the “First Round” stage) and by 19 April 2018 at the latest (the end of the “Second Round” stage).

# Article 5

# Price, Payment Terms

* 1. The price for the Work performed and delivered in a due and timely manner and other activities related to the Work is as follows:
* “First Round” – if the competition design is submitted in the required form and extent, the Contractor is entitled to the price of **EUR 20,000 excl. of VAT**.
* “Second Round” – if the competition design is submitted in the required form and extent and provided that the Contractor participates in the presentation of its design in Prague, the Contractor is entitled to the price of **EUR 30,000 excl. of VAT.**
	1. Thus, the aggregate price for the Work for the “First Round” and the “Second Round” of the Design Competition may be up to **EUR 50,000 excl. of VAT.**
	2. The price was determined in accordance with the Act on Prices by agreement between the Parties as a final price for the completion of the entire Work under this Contract, which price cannot be exceeded and is the maximum price acceptable and covers any and all Contractor’s costs connected with the due performance of the Work, i.e. such price covers any and all activities, influences, risks, deliveries and related work required to accomplish the purpose and objectives hereof.
	3. The price under Article 5.1 hereof may be changed only if applicable tax regulations are amended during the period of performing the Work. If so, the price pursuant to this Contract will be adjusted based on the VAT rates applicable as of the taxable date.
	4. The agreed price will be paid against a tax document (invoice) issued by the Contractor at the earliest
* in relation to the price for the Work submitted in the “First Round”, after the delivery of the Work in form pursuant to Article 3.3 hereof; and
* in relation to the price for the Work submitted in the “Second Round”, after the delivery of the Work in form pursuant to Article 3.5 hereof and the meeting with the jury where the Work is presented pursuant to Article 3.7 hereof (both conditions need to be satisfied).
	1. The price under Article 5.1 hereof is due and payable within twenty-one (21) days after the tax document (invoice) is delivered to the Client and will be paid by wire transfer to the Contractor’s bank account first above written.
	2. The tax document (invoice) must contain any and all essential elements required for a tax document by generally binding legal regulations and the information first above written in the heading of this Contract. If not, the Client may return the tax document (invoice) to the Contractor prior to the due date. The initial due period will be suspended if the invoice is returned lawfully, the corrected or revised invoice to specify a new due date.
	3. Without the prior written consent of the Client, the Contractor may not assign any claim against the Client arising from this Contract. In the event of breach or an attempt of breach of this obligation the Contractor will pay to the Client a contractual penalty equal to the claim assigned, if any. Without the prior written consent of the Client, the Contractor may not unilaterally set off any claim arising from the subject matter of the contractual relationship which the Contractor has against the Client.

# Article 6

# Delivery and Takeover of the Work

The Contractor’s obligation to perform the Work will be completed when the Work is performed duly, upon the delivery by the Contractor and takeover by the Client of the tangible parts of the Work, and (if the Contractor participates in the “Second Round”) the presentation of the Work by the Contractor in the meeting with the jury pursuant to Article 3.7 hereof. The Work will be considered duly completed if it is performed in a due time, in the required extent, without apparent defects and outstanding works, and with the properties required by applicable legal regulations and this Contract.

# Article 7

# Licence

1. The Contractor hereby grants to the Client the authorization to exercise the right of use of the Work by all manners of use during the entire term of the copyright protection, without any restrictions, particularly territorial, time or number of uses, for any purposes whatsoever. Furthermore, the Contractor grants to the Client the licence to make any modifications, changes of and interferences into the Work, to process it, to combine it with other works, to further add to or further develop it, including the licence to make later modifications and changes of the redesign, in all of the above cases without author's supervision right or additional approval or consent. This licence shall apply to the Work as a whole and separately to each of its parts and components. The Client is also authorized to make recordings of the Work and to publish it or to otherwise disclose such recordings to the public.
2. If it is needed, the Client may reproduce and disseminate the Work without any restrictions for the purpose specified above.
3. The remuneration for the use of the Work is EUR 5,000 (plus statutory VAT) and is included in full in the agreed Price for the “First Round” specified in Article 5.1 hereof. The Contractor shall not be entitled to any additional fee in connection with any use of the Work.
4. The Client is not obligated to use the licence.
5. The Client acquires the above licence to the Work upon its handing-over and taking-over and if the Work is handed over by parts, upon the hand-over and take-over of each such part. The Contractor must not grant or assign the license for use of the Work or any part or component thereof, even if modified or processed or processed in any way whatsoever, to any third party (except for the parties mentioned in par. 7.8 below).
6. The Contractor may not withdraw from the licence agreement under this Article 7 due to a change of its belief or due to the Client's inactivity. The Contractor acknowledges that, given the nature of the Work (design of a real estate development project with life span exceeding the average human life span), it is necessary that the licence agreement under this Article 7 continues for the whole duration of the copyright protection; therefore, the Contractor agrees that no Party shall be entitled to terminate the licence agreement pursuant to Section 2000 of the Civil Code (for the avoidance of doubts, each Party waives any such termination right).
7. The Contractor undertakes to obtain from third parties (if they are any) all authorisations and permits and to settle all their rights so that it may grant to the Client the licence hereunder or that the Client may obtain such licence from the Contractor not later than upon the hand-over and take-over of the Work, and no person shall have any rights or claims towards the Client in connection with the hand-over and take-over of the Work and with further use thereof. The Contractor shall fully indemnify the Client for any such claims, as well as for any actual expenses (including actual attorney's fees) incurred by the Client in connection with the defence against any such raised claim.
8. The Contractor acknowledges that the Client is obliged to assign the licence obtained from the Contractor under this Contract to the third party/parties engaged in the development of the *Smíchov South* development area and/or *Campus Prague – New HQ for Česká Spořitelna.* The Contractor hereby grants its unconditional consent to the Client with any such assignment. The Client is also allowed to grant sub-licences.
9. The Contractor undertakes to refrain from any dissemination of the Work during the Design Competition. After the Design Competition is closed, the Contractor shall be entitled to publicize the Work for the purpose of the Contractor’s presentation and advertisement, however only subject to the Client’s or its assignees’ approval, which will not be unreasonably refused.

# Article 8

# Final and Special Provisions

* 1. For the purposes of mutual contact and ensuring the fulfilment of the obligations arising from this Contract, the Contractor appoints a contact person as follows:

 Name: [*to be inserted*]

 Position: [*to be inserted*]

 Phone No.: [*to be inserted*]

 E-mail: [*to be inserted*]

* 1. The quality guarantee covering the Work is effective for 36 months from the date of the delivery and taking of the tangible parts of the Work certified by the protocol. The Client is obligated to claim a defect, if any, in writing. In such complaint, the Client will describe the defect and specify the required method for rectifying the same. The Contractor will rectify any defect immediately or, if immediate rectification is impossible, in accordance with the Client’s directions as soon as practicable. Unless the Contractor rectifies any defect which was so claimed within a period specified in the preceding sentence, the Client may claim from the Contractor a reasonable reduction of the price for the Work, or commission any other contractor to rectify the defect. In the latter case, the Contractor must reimburse the Client for the costs incurred in paying the price for such rectification.
	2. The legal relationships arising from this Contract are governed by Czech laws, in particular the provisions of the Civil Code.
	3. This Contract may be changed or supplemented only by way of written amendments signed by both the Parties. The Client reserves the right to cancel the Competition at its discretion and at any time in which case the Client may withdraw from this Contract. If this Contract is terminated early by withdrawal by the Client, the Contractor is entitled to a proportionate part of the remuneration reflecting any performances previously completed by the Contractor.
	4. This Contract is made in three (3) counterparts with the force of the original of which the Client will receive two (2) counterparts and the Contractor will receive one (1) counterpart.
	5. This Contract enters into force and effect upon being signed by the second Party.
	6. The Parties certify that they are fully legally competent, they read this Contract prior to signing the same and they understand the content of this Contract in witness whereof they add their signatures hereinbelow.
	7. The Schedules listed below are incorporated in this Contract as its inseparable part:

Schedule 1: “*Open Call for Participation / Competition Regulations*“

Client: Contractor:

In Prague on \_\_\_\_\_\_\_ 2017 In Prague on \_\_\_\_\_\_\_ 2017

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 **Česká spořitelna, a.s.**  [*to be inserted*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*to be inserted*]

Members of the Board of Directors