**SUB-CONTRACT**

**Study on light commercial vehicles (LCVs) fleet and activity in EU**

On one part,

**TRT Trasporti e Territorio Srl**

**Via Rutilia 10/8 - 20141 Milano**

**Italy**

and on the other part,

**Transport Research Centre (CDV)**

**Líšeňská 33a, 636 00 Brno**

**Czech Republic**

**1. Contract**

This contract is made effective by and between TRT Trasporti e Territorio, hereinafter referred to as “TRT”, and Transport Research Centre (CDV), hereinafter referred to as “CDV” for activities carried out under the contract between TRT, and the European Commission Joint Research Centre, hereinafter referret to as “Client”, titled “Study on light commercial vehicles (LCVs) fleet and activity in EU, hereinafter referred to as “Study”.

**2. Purpose of this Contract**

1. The purpose of this contract is to define the activities that CDV will carry out, and the conditions that will apply.

2. CDV will carry out activities as specified in the offer, dated October 2018. In particular, CDV will carry out the activities related to Czech Republic and will contribute to the following Tasks of the project according to the specific requirements by TRT:

* Task1: explore the data sources and collect evidence on LCV in Czech Republic
* Task 2: analyse the relevant legal framework and market background in Czech Republic

In particular for Task 1 the analysis focus on exploring the data sources about

* LCVs fleet by vintage data, fuel type and emission standards in Czech Republic
* LCVs mileage by vintage data in Czech Republic
* type of activity/service (vehicle use) and type and amount of goods carried for LCVs operating in Czech Republic.

The activities may be specified in more detail during the work according to specific requests that might arise from Client during periodical project updates. Additional details will be timely communicated by TRT to CDV. CDV will carry out the tasks in agreement with the timeline defined in this sub-contract.

3. At CDV, xxxxxxxxxxxxxxxxxxx will be the contact person for this project.

4. At TRT Trasporti e Territorio, xxxxxxxxxxxxx will be the contact person for this contract as project manager for the “Study”.

5. In case of dispute or difference between the Parties arising out of or in connection with this Agreement, the Parties shall first endeavour to settle the matter. This Agreement is governed by Italian law. Venue shall be the Court in Milan, Italy.

**3. Duration**

1. Regarding the duration of this contract, the duration provisions from “Study” apply, including any changes that TRT may agree with the Client, of which it will inform CDV.

2. The draft data required should be made available to TRT within the 22nd of March. After that, TRT will consolidate the data with the information gathered in other countries and may require some clarification until the end of the contract with the JRC which is expected in December 2019.

**4. Financial arrangements**

1. In line with the general terms and payment provisions of “Study” the maximum fee CDV will receive under this contract is EUR 3,000.00 euro, including all costs that might be supported by CDV to carry out the work.

2. Based on invoices, sent by CDV to TRT, CDV will be paid within 30 working days.

3- A first invoice corresponding to 70% of the amount can be issued at the end of April, if all the data have been delivered. A second invoice corresponding to the balance (30%) will be issued once the report on the data elaborated is approved by the JRC.

**5. Confidentiality and Intellectual Property Rights**

1. Confidentiality and Intellectual Property Right rules set out in the “Study” apply to the agreement between TRT and CDV. In particular, the Union acquires ownerships of the results and of all intellectual property rights under the contract. The intellectual property rights so acquired include any rights, such as copyright and other intellectual or industrial property rights, to any of the results created or produced by the contractor or by its subcontractor in performance of the contract.

2. Furthermore, as requested by the Client, the data provided must be free of any pre-existing rights, so that they can be published and used for other purposes.

**6. Signature**

TRT Trasporti e Territorio Transport Research Centre (CDV)

Milan, 14 February 2018

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