

TECHNICAL COOPERATION AGREEMENT No. 2019/03278

Between

The **UNIVERSAL POSTAL UNION**, an intergovernmental organization and specialized agency of the United Nations duly represented by the Deputy Director General of its International Bureau and having its headquarters at Weltpoststrasse 4, 3000 Berne 15, Switzerland (hereinafter the "UPU");

and

ČESKÁ POŠTA, S.P., a designated operator of the Czech Republic duly represented by its Chief Executive and having its headquarters at Politických veznu 909/4, PRAHA 1, Czech Republic (hereinafter "Česká pošta");

The UPU and Česká pošta may also be referred to individually as "Party", or collectively as "Parties".

PREAMBLE

WHEREAS the UPU is an intergovernmental organization whose mission is to facilitate communication by guaranteeing the free circulation of postal items over a single postal territory composed of interconnected networks and by encouraging the adoption of fair common standards and the use of technology, ensuring cooperation and interaction among stakeholders and the satisfaction of customers' changing needs;

WHEREAS Česká Pošta is the designated operator of the Czech Republic, a UPU member country;

WHEREAS the UPU manages and offers to its member countries and their designated operators an RFID-based Quality of Service measurement system called the "Global Monitoring System" (hereinafter "GMS") which aims to provide each participant with accurate, high-quality operational results with a view to improving their quality of service and operations;

WHEREAS Česká Pošta is willing to participate in the GMS and to cover its participating costs through its own funds.

The Parties further agree that such objectives shall be pursued through this technical cooperation agreement (hereinafter the "Agreement") in accordance with the following terms and conditions:

1. OBJECT AND SCOPE

1.1. The Parties shall cooperate to develop and implement the GMS for Česká pošta (hereinafter the "Project") in accordance with the implementation plan provided in Annex 1.

1.2. In particular, the UPU shall provide to Česká Pošta the services described in Annex 1 (hereinafter the "Services"), whose costs are further specified in Annex 2.

2. PROJECT FINANCING AND PAYMENT CONDITIONS

2.1. The Parties agree that the Project shall be entirely financed through Česká Pošta's own funds.

2.2. The invoices shall be sent during the first quarter of the current year, except in the event that the Project would start by the end of the year, in which case invoices shall be sent at the end of the current year.

2.3. Invoices shall be settled by Česká Pošta within 30 (thirty) days of their receipt.

2.4. Invoices shall be submitted by the UPU to Česká Pošta at the following address :

Česká Pošta, s.p.
skenovací centrum
Poštovní 1368/20

701 06 Ostrava 1
Czech Republic

3. PRIVILEGES, IMMUNITIES AND TAX EXEMPTION

3.1. Nothing in or relating to this Agreement or any of the activities and outcomes described herein shall be deemed as a waiver, expressed or implied, of any of the privileges and immunities of the UPU, notably of its right to be exempted from all direct taxes, from all value-added taxes on the purchase of goods and services and from customs duties on imported or exported articles.

3.2. In application of clause 3.1 above, Česká Posta acknowledges and agrees that the archives, property and assets of the UPU, including any information owned and/or submitted by the UPU to Česká Posta and archived or stored by the latter under this Agreement shall be inviolable and immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action. Česká Posta hereby acknowledges the privileges and immunities of the UPU and agrees to take all necessary steps to respect them, in observance of the Convention on the Privileges and Immunities of the Specialized Agencies and other relevant legal statutes. Accordingly, Česká Posta shall take reasonable steps to safeguard the privileges and immunities enjoyed by the UPU as referred to herein and to inform the UPU in the event of violation or attempt to violate the said privileges and immunities.

4. FORCE MAJEURE

No Party shall be liable towards the other Party for any delays or defects in the performance of its obligations or duties due to any unforeseen reason, including but not limited to acts of God, strikes, transportation delays, fires, floods, riots, political uprisings, labour disputes, freight embargoes, inability to secure fuel or power at reasonable prices or on account of shortages thereof, laws or acts of any federal, provincial or local government affecting the exchange of goods and services or the conduct of the Parties, including export, import or immigration restrictions, or any other such causes beyond such Party's control. Therefore, neither Party shall be deemed to be in default of its obligations under this Agreement whilst performance thereof is prevented by Force Majeure. No indemnity shall be claimed by any Party in such a case.

5. INDEPENDENCE OF THE PARTIES

5.1. The conclusion of this Agreement or any other written commitment between the Parties shall not represent, and shall in no way imply, a partnership, joint venture or employment between the Parties, or an authorization for either Party to act as the agent or representative of the other.

5.2. Without prejudice to clause 5.1 above, neither Party shall have any right or authority to assume, create, or incur any liability or other legal obligation of any kind, express or implied, in the name of, or on behalf of the other Party or Parties, except to the extent otherwise agreed to in writing and signed by the Parties to this Agreement.

6. REPRESENTATION AND ADDRESSES OF THE PARTIES

Any notice to be given to either Party with respect to the Project shall be considered as effectively given if delivered or sent by letter (with acknowledgement of receipt) or by fax addressed to the other Party at the addresses mentioned below. Any such notice shall become effective on the day of its receipt by the Party to which it is addressed. The address of any Party may be changed by appropriate notice to the other Party. The notices shall be respectively addressed to the Parties as follows:

To the UPU:
Universal Postal Union
International Bureau
C/o Operations and Technology Directorate
Weltpoststrasse 4
3000 Berne 15, Switzerland

To Česká posta:
Česká Posta, s.p.
Politických veznu 909/4
PRAHA 1
Czech Republic

7. CONFIDENTIALITY AND DATA PROTECTION

7.1. The Parties agree to treat with the utmost confidentiality all documents, information and/or data obtained in the course of the execution of the present Agreement. No communication may be given by a Party to third parties without the prior written agreement of the other Party. Notwithstanding the foregoing, Česká Pošta further agrees that, in line with general principles of transparency established by the United Nations, the UPU shall be entitled to publicly disclose, discuss, communicate and report on the terms of this Agreement and the Project to the relevant bodies of the UPU, their members and the UPU member countries, as deemed necessary by the UPU.

7.2. The electronic exchange or transmission of data between the Parties shall be confidential. Industry-standard security technology shall be used by each Party to protect data under this Agreement from unauthorized transmission or access. The obligations referred to in this clause shall equally apply for storage of data in either Party's systems and/or databases, if either Party stores such data in its systems and/or databases for the purposes of this Agreement.

7.3. In the event that any data shared, exchanged or transmitted, whether electronically or not, between the Parties under this Agreement contains any personal data (hereinafter "Personal Data"), i.e. any information about an identified or identifiable natural person, or as otherwise defined under any and all data protection, postal secrecy and privacy provisions contained in treaties, laws and regulations respectively applicable to either Party (hereinafter "Applicable Framework"), the Parties agree as follows:

- a. Each Party agrees to exercise all its rights and obligations under this Agreement (including, without limitation, the collection, use, processing, transfer and storage of Personal Data) in accordance with each Party's respective Applicable Framework with respect to the Personal Data it processes, either on its own behalf or on behalf of others. This obligation shall also apply after the termination of this Agreement, where relevant;
- b. Each Party has notably implemented and shall maintain appropriate technical and organizational measures as required its respective Applicable Framework to protect Personal Data that it processes in relation to this Agreement against accidental or unlawful destruction or accidental loss, alteration, unauthorized access, disclosure or transfer, misuse, and against all other unlawful forms of processing;
- c. The Parties shall immediately notify each other of any discovered or suspected unauthorized access, unauthorized transfer, misuse or unauthorized disclosure of Personal Data, and take all measures to end it;
- d. In relation to any Personal Data provided by one Party to the other in connection with this Agreement, such Party represents that:
 - it is legally allowed to share the Personal Data with the other Party in connection with this Agreement;
 - it is not aware that any of the Personal Data submitted to the other Party under this Agreement are inaccurate, incomplete or outdated; and
 - as the case may be in accordance with its respective Applicable Framework, it has informed – and, unless it can rely on another legal justification, has obtained necessary consents from – data subjects about the sharing of such Personal Data to the other Party and about their rights in that respect.
- e. Each Party agrees that access to Personal Data provided by the other Party shall be limited solely to those of its employees, agents, advisers who need access to the Personal Data as necessary in connection with this Agreement, and that it shall keep a list of the persons having access to sensitive data and, where required as per its respective Applicable Framework, non-sensitive data, with the identification of their functions. Each Party further agrees that it shall provide such employees, agents, advisers with appropriate instructions on data protection principles and that employees, agents, advisers shall be bound by the same obligations as imposed on such Party under this Agreement.
- f. Each Party shall not process or retain personal data longer than necessary for the purposes set forth under this Agreement or as otherwise required or permitted under its respective Applicable Framework.

g. Without prejudice to the UPU's privileges and immunities referred to in clause 10, each Party shall endeavour its reasonable efforts to provide all assistance as may be required by the other Party to comply with its respective obligations under its Applicable Framework in a timely fashion.

i. The Parties further acknowledge that any processing and storage of Personal Data by the UPU shall, while bearing in mind the respective member country obligations on processing of personal data contained in the Universal Postal Convention, take into account (i) article 132 § 5 of the UPU General Regulations; (ii) articles II and III of the Agreement on Privileges and Immunities of the United Nations concluded by the Swiss Federal Council and the Secretary General of the United Nations - RS 0.192.120.1 (on Swiss territory); and (iii) articles III and IV of the Convention on the Privileges and Immunities of the Specialized Agencies (outside Switzerland).

8. INTELLECTUAL PROPERTY RIGHTS

Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Unless otherwise provided for in this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) linked to the execution of the Project as defined by this Agreement shall remain with the documentation, material, product, service, equipment or software that originates from or is developed by either Party.

9. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UPU

Without prior written consent of the UPU, Česká Posta shall not advertise or otherwise make public the fact that it collaborates with the UPU, or use the emblem, name and initials of the UPU in connection with this Agreement for purposes of commercial advantage or goodwill. Česká Posta shall take all reasonable measures to ensure compliance with this provision by its agents, employees and subcontractors.

10. ASSIGNMENT

No Party may assign, sublicense, subcontract, pledge or otherwise transfer or dispose of this Agreement, or any of the rights and obligations contained herein, without the prior written consent of the other Party.

11. ENTRY INTO FORCE, TERMINATION AND EFFECTS OF TERMINATION

11.1. This Agreement shall, subject to its signature by both Parties, enter into force on the date of its publication in the Register of Contracts of the Czech Republic (with retroactive effect to 1 January 2019) and remain in effect until the fulfillment of the objectives and outcomes defined and agreed upon by the Parties under this Agreement, but not exceeding 31 December 2019, whichever comes earlier.

11.2. This Agreement may be terminated by any Party providing an advance written notice of 60 (sixty) days to the other Party. Such notice shall be sent via certified mail, and the notice period shall be counted from the last date of confirmation of receipt of the notice by the other Party.

11.3. Notwithstanding the termination conditions described herein, the provisions of this Agreement may survive to the extent necessary to bring any ongoing activities to a proper closure. The termination of this Agreement shall in no way affect obligations assumed during the duration of this Agreement.

12. DISPUTE RESOLUTION

Any claim, disagreement or dispute arising from or related to the interpretation and/or application of any provision herein shall be settled amicably between the Parties through negotiations or by such other means as the Parties shall mutually agree in writing.

13. ANNEXES

13.1. The following Annexes shall form part of this Agreement:

ANNEX 1 – Implementation Plan (including description of the Services);
ANNEX 2 – Costs of the Services.

13.2. In case of any conflict or inconsistency between this Agreement and its Annexes, the provisions of this Agreement (and any further amendments to it) shall prevail.

14. MISCELLANEOUS AND FINAL PROVISIONS

14.1. The terms and conditions stated in this Agreement represent the entire agreement between the Parties for the Project. No agent or representative of any Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

14.2. This Agreement may be modified only by written amendments agreed to, and signed by, the Parties hereto. Any such amendments shall be annexed as parts of the present Agreement and shall form an integral part hereof.

14.3. Should any provision of this Agreement be held invalid or prohibited, such provision shall be ineffective only to the extent of such invalidity or prohibition and shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

14.4. This Agreement and any amendments thereof shall supersede any and all previous agreements between the Parties in relation to the specific cooperation matters described herein.

14.5. The Parties acknowledge and agree that no form of corruption, including extortion and bribery, shall be admitted in the implementation of this Agreement and throughout the duration of the latter.

In witness whereof, the Parties hereto have respectively signed this Agreement via their duly authorized representatives in two originals in the English language, one for each Party.

FOR THE UPU

FOR CESKA POSTA

Pascal T. CLIVAZ
Deputy Director General

Ondřej Tulej
Chief Executive - Postal Operations and Logistics

Place and date: _____

Place and date: _____