**Linked Third Party Agreement**

Third Party Agreement , hereinafter the "Linked Third Party Agreement" , between

### Plan4all z.s.,

a non-profit association established in K Rybnicku 557, 33012 Horní Bríza, Czech Re public, duly represented by its Vice-Chairman

**("Plan4all")**

and

### University of West Bohemia,

established in Univerzitní 8, 301 00 Plzen, Czech Repu blic, duly represented by its rector Miroslav Holecek ,

**("Linked Third Party")**

Hereinafter all contracting parties of this Agreement jointly or individually , referred to as

**"Parties" or "Party";**

**WHEREAS:**

#### Together with other Beneficiaries , Plan4all has been awarded a Grant Agreement by the European Commission (Funding Authority) no. 883522 entitled »Smart Spaces Safety and Security for Ali Cities«, hereinafter referred to as the II **Grant Agreement" or 84A.Cb ".** From this GrantAgreement including its Annexes certain rightsand obligations result between the Funding Authority, Plan4all and the other S4AIICities Beneficiaries. Under the Grant Agreement , the S4AIICities Beneficiaries are required to ensure that the S4AIICities Project is implemented in compliance with the provisions of the Grant Agreement; and the Parties shall comply with this in implementationof their tasks.

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The University of West Bohemia is a third party with a legal link to Plan4all according to Article 14 of the Grant Agreement. The University of West Bohemia is the Linked Third Party in this agreement which is in compliance with the Grant Agreement. The S4Al1Cities Beneficiaries furthermore are entering into a Consortium Agreement by which they have obligations towards each other. The Linked Third Party shall not do anything or omit to do anything which renders Plan4all or the other S4Al1Cities Beneficiaries in breach of the Grant Agreement or the Consortium Agreement.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

## Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules of Participation for Horizon 2020 or in the Grant Agreement or Consortium Agreement , including their respective Appendixes .

## Subject

* 1. The Linked Third Party will implement the attributed action tasks as stated in the Grant Agreement as a linked third party of Plan4all according to Article 14 ofthe Grant Agreement.
	2. The scope of the work of the Linked Third Party in S4Al1Cities is dynamic traffic modelling and navigation engine for the crisis situations (implementing the Traffic Modeller) and its integration within the Digital Twin concept in the Pilsen pilot. This tackles the implementation of the following tasks as described in the Annex 1 to the Grant Agreement:

Task 1.3. Data Management

Task 2.4. System concept of operations, overall design and architecture Task 3.4. Physical and software access control mechanisms

Task 6.1. Virtual Models Processing and Simulations

Task 6.2. Low level Fusion: Data pre-Processing and Aggregation

* 1. The Linked Third Party shall be responsible for ensuring that the work is carried aut and complies with accepted technical, scientific and professional standards , is undertaken by appropr iate personnel and carried aut in accordance with the schedule laici down in the Grant Agreement and its Anne x 1.
	2. The Linked Third Party assumes all respon sibility towards Plan4all for all tasks contracted to it by this Linked Third Party Agreement and shall indemnify and hold harmless Plan4all in case of breach of its obligations .
	3. Additionally , the Linked Third Party recognize s that Plan4all and the other S4Al1Cities Beneficiaries are bound by certain obligations arising aut of the Grant Agreement and the S4Al1Cities Consortium Agreement. Herewith , the Linked Third Party agrees to comply with all obligations arising for the Linked Third Party aut of the Grant Agreemen t and the S4Al1Cities Consortium Agreement to the extent that Plan4all and the other S4Al1Cities Beneficiaries are enabled to comply with all their obligations under those agree ment s.
	4. The Linked Third Party accepts the Terms and Conditions of the Grant Agreement and of the S4Al1Cities Consortium Agreement insofar as they relate to the tasks which are contracted to it hereby.
1. **Duration**

#### The S4Al1Cities Project started on 1 September 2020 with a duration of 24 months. This Linked Third Party Agreemen t will be effective from the Effective Date and will be valid as long as the Grant Agreement. Should the period of validity of the Grant Agreement be amended, this Linked Third Party Agreement shall be deemed automatically changed accordingly.

* 1. The Linked Third Party shall commence to perform their activities according to the work pian schedule defined in the Annex 1 to the Grant Agreement.
	2. The Linked Third Party shall notify Plan4all in writing without undue delay if it becomes apparent that it might be unable to keep the schedule.
	3. Either Party can terminate this Agreeme nt with immediate effect through written notice to the other Party:

o if the other Party is in breach of any of its material obligations under this Linked Third Party Agreement, which breach is not remediable, or, if remediable, has not been remedied within thirty (30) days after written notice to that effect from the Party not in breach,

o if, to the extent permitted by law, the other Party is declared bankrup,t is being wound up, is having its affairs administered by the courts, has entered into an arrangement with

its creditors, has suspended business activities, or is the subject of any other similar proceeding concerning these matters, or

o if the other Party is subject to an event of Farce Majeure (in accordance with how that term is defined under Article 51 of the Grant Agreement), which prevents the Linked Third Party from correct performance of its obligations hereunder and such circumstances have lasted, or can reasonably be expected to last more than six (6) weeks.

1. **Financial Provisions**
	1. As detailed in Annex 1, Part B, to the Grant Agreement , the maximum amount to be reimbursed by Plan4all to the Linked Third Party for the implementation of the tasks mentioned in Section 2.2 of this agreement is 75,187.50 EUR (indirect cost included), corresponding to the Linked Third Party costs and excluding any profit margin .
	2. The payment schedule , which contains the transfer of pre-financing, inter im and final payments to the Linked Third Party, will be handled according to the following :

o Funding of pre-financing and costs accepted by the Funding Authority will be paid by Plan4all to the Linked Third Party after receipt from the S4A11Cities Coordinator without undue delay and in conformity with the provisions of the Grant Agreement and Consortium Agreement.

o Plan4all is entitled to withhold any payments due to the Linked Third Party identified by a responsible S4Al1Cities Consortium body to be in breach of its obligations under this Linked Third Party Agreement or the Grant Agreement except for the amount of contribution accepted by the Funding Authority .

o Plan4all is entitled to recover any payments already paid to the Linked Third Party except for the amount of contribution accepted by the Funding Authority .

* 1. The payments shall be made in EUR to the Linked Third Party's bank account no.: IBAN: CZ04010000000048455002 ; SIC/SWIFT: KOMBCZPP ; Name and address of bank: Komercni banka, a.s., Na Příkopě 33/969. 114 07 Praha 1; Name of bank account owner: Západočeská univerzita v Plzni, Univerzitní 8, 30100 Plzeň, Czech Republic.
	2. Only costs directly related to the scope of work described in section 2.2 of this Linked Third Party Agreement are eligible. The costs shall be documented in receipts and shall include: hours actually worked recorded in timesheets ; travel costs, necessary for the activity; ether direct costs where applicable , e.g. for organising events, printing dissemination material etc., and indirect costs (overhead) .
	3. The Agency , the Commission , the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under Articles 22 and 23 of the Grant Agreement also towards the Linked Third Party.
1. **Ownership of results**
	1. Results shall be owned by the Party whose personnel has carried out the work and generated the results, and shall be treated as confidential information pending a decision as to its protection by the owning Party. The Party owning the results shall take measures to adequately protect the sam e, it being understood that should such protection engender costs, these shall becovered by the owning Party unless agreed otherwise .
	2. Where results are generated from work carried out jointly by the Parties to this Linked Third Party Agreement or by the Linked Third Party and S4Al1Cities Beneficiaries and it is not possible to separate such joint invention, design or work for the purpose of applying for, obtaining and/or maintaining the

relevant patent protection or any other intellectual property right , the Parties or the Linked Third Party and the S4A11Cities Beneficiaries shall have joint ownership of this work. The joint owners shall, within a six (6) month period as from the date of the generation of such results , establish a written separate joint ownersh ip agreement regarding the allocation of ownership and terms of exercising, protecting, the division of related costs and exploiting such joint ly owned results on a case by case basis. However , until the time a joint ownership agreement has been concluded and as long as such rights are in farce, such results shall be jointly owned in shares according to their share of contr ibution (such share to be determined by taking into account in particular, but not limited to, the contribution of a joint owner to an inventive step, the person months or costs spent on the respective work etc.) to the results by the joint owners conce rned.

* 1. Unless otherwis e agreed :
* each of the joint owners shall be entitled to use their jointly owned results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the ether joint owner(s) , and
* each of the joint owners shall be entitled to otherwise exploit the jointly owned results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the ether joint owners are given:
	+ 1. at least 45 calendar day advance notice ; and
		2. fair and reasonable compensation.

The joint owners shall agree on all protection measures and the division of related cost in advance.

# Access Rights

* 1. The Linked Third Party shall grant a non-exclusive , royalty-free and transferable right of use with the right for sub-licensing to Plan4all for implementationof the S4A11Cities project with regard to all results achieved by the Linked Third Party in the course of the work according to this Linked Third Party Agreement ("Linked Third Party Results ") and the background of the Linked Third Party related to these. lf Plan4all and/or the other S4A11Cities Beneficiaries need to use the Linked Third Party Results

and/or the related Background of the Linked Third Party for use or commercial exploitation of their own results of the S4A11Cities Project, the Linked Third Party shall grant a non-exclusive, transferable right of use with regard to Linked Third Party Results and related background based on fair and reasonable conditions.

* 1. Plan4all shall grant to the Linked Third Party a non-ex clusive, non-transferable and royalty-free right to use its results generated within the S4A11Cities project and the background related to these, for implementation of the S4A11Cities project.

lf the linked Third Party needs to use the Plan4all's results and/or the related background for use or commercial exploitation of its own results of the S4A11Cities project, Plan4all shall grant a non-exclusive, transferable right of use with regard to Plan4all's results and related background based on fair and reasonable conditions.

* 1. The Linked Third Party moreover, in accordance with the GrantAgreement provisions, grants to the European Union institutions, bodies, offices or agencies a non-exclusive, royaltyfree and perpetua I license to use its results (including jointly-owned results) for developing, implementing or monitoring EU policies or programmes, being understood that such use is limited to non-commercial and non-competitive use. For the avoidance of doubt and notwithstanding anything to the contrary in this Linked Third Party Agreement , the Linked Third Party shall ensure that its use of the results and deliverables resulting from its services hereunder and the use of results , will not in any way conflict with the obligations imposed on Plan4all and the other project beneficiaries according to the Grant Agreement. The Linked Third Party expressly acknowledges that accord ing to Article 26 of the Grant Agreement , Plan4a ll shall be considered as being entitled to the use of results arising from the services by the Linked Third Party. The Linked Third Party therefore, with signature of this Agreement, confirms to have taken notice of the provisions of the Grant Agreement , section 26.3 in particular.

# Communications and Dissemination

* 1. Any publications and dissemination activities in general shall acknowledge the collaboration between the Parties including and in accordance with the rules of good scientific practice, the personnel involved in the development of the results covered by the publication, and shall in each case indicate the funding by the EU.

# Confidentiality

* 1. Each Party shall treat as confidential any information provided to it by the other Party and designated in writing explicitly as confidential. Except as agreed otherwise in writing, this confidentiality obligation shall continue for a period of three (3) years from the date of termination of this Linked Third Party Agreement. The receiving Party shall not use confidential information for other purposes than the execution of this Linked Third Party Agreement and shall not disclose it to any third party without prior written permission of the disclosing Party.
	2. No confidentiality obligation shall apply to information which the receiving Party demonstrates was in the public domain prior to its communication by the disclosing Party; became part of the public domain after such communication but not through any fault of the receiving Party; was already in possession of the receiving Party at the time of signature of this Linked Third Party Agreement ; has been lawfully received by the receiving Party from a third party without any confidentiality obligation ; or has been developed by the receiving Party independently and outside the scope of this Linked Third Party Agreement.

## Liability

* 1. Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies within the S4A11Cities project and shall not knowingly provide any information , background or results which it is not entitled to so provide for the purposes of the S4A11Cities project.
	2. No Party shall be responsible to the ether Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act, gross negligence orby a breach of confidentiality.
	3. Each Party shall be exclusively liable for any loss, damage or injury caused by its own personnel to third parties outside the S4Al1Cities project, arising aut of the performance of this Linked Third Party Agreement.
	4. Each Party is solely liable, under the conditions provided by applicable law, for any damages it causes to another Party's movable or immovable property and which arise from or in relation to its performance of this Linked Third Party Agreement.
	5. Notwithstanding anything to the contrary in this Linked Third Party Agreement , the Linked Third Party shall indemnify and hold harmless Plan4all from any claims, damages, losses or injuries of third parties including but not limited to EU authorities, caused by or due to the improper performance of the Linked Third Party under this Linked Third Party Agreement.
	6. For any remaining contractual liability, a Party's aggregate liability towards the other Party shall be limited to amount mentioned in art. 4.1 of this LinkedThird Party Agreement provided such damage was not caused by a wilful act or gross negligence.

**1O Miscellaneous**

#### This Linked Third Party Agreement constitutes the entire agreement between the Parties and it supersedes and replaces any prior written or oral agreement, representation , understanding or commitment thereon.

* 1. Modifications or amendments shall only be valid if made in writing and signed by duly authorized representatives of both.
	2. Should any provision of this Linked Third Party Agreement become invalid, illegal or unenforceable, it shall not affect the vali dity of the remaining provisions of this Linked Third

Party Agreement. ln such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provisior:i

* 1. The Linked Third Party accepts that, in undertaking to provide said services and activit ies, it is bound by the terms and conditions of the Grant Agreement , in so far as they relate to the requirements set out in this Linked Third Party Agreement and recognizes that it has certain obligations also to the European Commission with respect to the administration and reporting of the technical progress of the S4A11Cities project, and will maintain and provide such necessary documentation as is required by the GrantAgreement.
	2. This Contract shall be governed by the laws of the Czech Republic. The Parties will ensure their best endeavours to settle any disputes arising in connection with the interpretation or implementation of this Linked Third Party Agreement amicably. ln case such amicable settlement fails, the dispute shall be submitted to the competent courts of the Czech Republic .
	3. Pian4all acknowledges that agreements concluded by the Linked Third Party are subject to publication in the Register of Contracts pursuant to Act No. 340/2015 Coll. Linked Third Party shall publish this Linked Third Party Agreement in the Register of Contracts. This Linked Third Party Agreement comes into farce upon its conc lusion, i.e. on the date of the signature by the authorized representatives of the Parties. This Linked Third Party Agreement becomes effective on the day of its publication in the Registe r of Contracts ("Effective Date").
	4. Services and work provided by the Parties in connection with project no. 870697 entitled »Digital Urban European Twins for smarter decision making, prior to the effective date of this Linked Third Party Agreement shall be deemed to be performance provided under this Linked Third Party Agreement.
	5. This Linked Third Party Agreement is written and signed in the English language and the English language text is the only authentic text hereof.
	6. Done and signed in 2 (two) original copies, one for each Party to this Linked Third Party Agreement.

For Plan4all z.s.: For the University of West Bohemia:

Miroslav Holecek Rector

Date: Date: