CO-OPERATION AGREEMENT

This Co-operation Agreement ("Agreement") is made by and between:

***Company 1 as a Coordinator***

**Transport research centre (CDV)**

Líšeňská 2657/33a

636 00 Brno

Czech Republic

VAT number: CZ44994575

Represented by Ing. Jindřich Frič, Ph.D. - Director

Tel: xxxxxx

Email: [xxxx](mailto:cdv@cdv.cz)

***Company 2***

**VIAS Institute CV**

Haachtsesteenweg 1405

1130 Brussels

Belgium

VAT number: BE 0432.570.411

Represented by xxxxxx

Tel: xxxxxx

Email:xxxxxxxx

(individually "Party" or jointly "Parties")

1. PURPOSE
   1. The above-mentioned contracting parties, as partners, háve agreed to establish the PRICDV- VIAS Consortium in order to submit a joint tender to the European Commission called **"Support to the European Road Safety Observátory"** ("Tender") in respect of the call for tender **"MOVE/2022/OP/0013"** to the European Commission ("EC").
   2. The Tender and a Service Contract has been awarded and signed by EC as a CALL FOR TENDERS with number **MOVE/2022/OP/0013** ("Service Contract"), Main CPV code: 79411000 General management consultancy Services. In the čase that the bid will be successful, **Transport research centre (CDV)** will sign the Service Contract on behalf of the Parties according to the power of attorney (within the meaning of page 30 of the tender documentation) given to CDV. The Service Contract including its Appendices will be after signatuře attached to this Agreement as Annex 1. The terms and conditions in the Service Contract are in the same way applicable to this Consortium Agreement between Parties and its terms and conditions are applied to this Agreement.
   3. For the saké of clarity, it is stated that all Parties are regarded as a party to the Service Contract and the terms and conditions of the Service Contract will be applied to all mentioned Parties.
   4. The purpose of this Agreement is to supplement the Service Contract by agreeing on certain terms and conditions to be applied between the Parties when performing the work under the Service Contract.
2. OBLIGATIONS OF THE PARTIES
   1. Each Party undertakes to také part in the efficient implementation of the Tender, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Service Contract and to fulfil their obligations pursuant to the Service Contract as may be reasonably required from it and in a manner of good faith as prescribed by law.
   2. Each party undertakes to meet all qualification and technical prerequisites to which it undertakes throughout the implementation of the Service Contract.
   3. Each Party undertakes to notify promptly, in accordance with the governance structure of the Project, any significant Information, fact, problém or delay likely to affect the Project.
   4. Each Party shall promptly provide all Information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks.
   5. Each Party shall také reasonable measures to ensure the accuracy of any Information or materials it supplies to the other Parties or to the Coordinator.
   6. Each Party shall support the review process with the European Commission in the way requested.
   7. The main obligations in accordance with "TENDER SPECIFICATIONS" are mentioned below:

Task A: Annual statistical report (3 annual reports with Information on road safety outcomes (accidents, fatalities, serious injuries and injuries)

Task B: Road safety country profiles (31 road safety country profiles with Information on road safety outcomes, performance indicators, legislation/policy/measures, structure of road safety management

Task C: Facts & Figures (20 Facts & Figures on various topics)

Task D: Thematic reports (20 thematic reports on various topics)

Task E: Infographics (14 infographics on various topics)

Task F: Analytical report on road safety performance (1 in-depth analytical report on road safety culture and behaviour of road users)

Task G: Monitoring report on the implementation of existing national road safety strategies/action plans (1 in-depth monitoring report on the implementation of existing national road safety strategies/action plans)

* 1. The total price of the Service Contract is **641,280 EUR excluding VAT.**

Task CDV VIAS Total

|  |  |  |  |
| --- | --- | --- | --- |
| **Task A** | 65,900 € | 15,580 € | 81,480 € |
| Task B | 41,700 € | 44,800 € | 86,500 € |
| TaskC | 37,200 € | 127,800 € | 165,000 € |
| Task D | 91,100 € | 46,800 € | 137,900 € |
| TaskE | 46,400 € | 0€ | 46,400 € |
| Task F | 10,200 € | 48,800 € | 59,000 € |
| TaskG | 65,000 € | 0€ | 65,000 € |

Total 357,500 € 283,780 € 641,280 €

1. LIABILITY
   1. In accordance with the Service Contract, the Parties are jointly and severally liable to the EC pursuant to the Service Contract. The Parties hereby agree specific terms on secondary allocation of liability:
      1. In čase a Party ("Compensating Party") has been forced to make any payments or recoveries regarding Breaching Party's part of the work to the EC based on joint and several liability, the Compensating Party shall be entitled to full reimbursement and compensation from the Breaching Party whose part of the work has caused the recovery.
      2. Each Party shall be only liable for its respective allocated scope of work in the Service Contract.
      3. Neither Party shall acknowledge any claims of the EC without the prior approval of the other Party.
   2. Each Party shall be solely responsible for any damage or losses incurred to a third party resulting from the Party's implementation of its share of the Service Contract. If the Parties are jointly responsible for a claim by a third party, each Party shall be liable to the extent of the degree of its responsibility for such damages. Neither Party shall acknowledge third party claims involving the other Party in whole or in part, or agree with a settlement or compromise without the prior approval of the other Party.
   3. The Parties shall not be liable towards each other for indirect or consequential damages, such as the lossof profit or revenue or the like. In all cases, the total limit of liability of a Party towards the other Party is limited to the sum corresponding its total share of the Service Contract.
2. TERM
   1. This Agreement shall enter ínto force on the dáte of the last signatuře of the Agreement and shall remain in force until the termination of the Service Contract. This agreement shall terminate based on a written agreement of the contracting parties and further after achieving the purpose for which it was established. I.e. after fulfilling all the obligations arising from the submitted joint tender and from the contract to execution of the work of the tender concluded between the contracting authority and the company / partners. This agreement also expires if the contracting authority cancels the tender proceduře, rejects all tenders, or concludes contract to execution ofthe work with anothertenderer.
3. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by Union law, complimented, where necessary, by the laws of Switzerland. The courts of Geneva, Switzerland shall háve exclusive jurisdiction over any dispute regarding the interpretation, application or validity ofthe contract.

1. OWNERSHIP OF RESULTS
   1. Results are owned by the Party that generates them or on whose behalf the Results were generated.
   2. Joint ownership is agreed with the following additions:
      1. Where Results are generated from work carried out jointly by two or more Parties 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 intellectuaI property right, the Parties shall háve joint ownership of these Results.
      2. The joint owners shall establish a Written separate joint ownership agreement regarding the allocation of ownership and terms of exercising, protecting, the division of related costs and exploiting such jointly owned Results on a case-by-case basis
      3. Unless otherwise agreed, within a six (6) month period as from the dáte of the generation of such Results establish:
      4. each of the joint owners shall be entitled to use their jointly owned Results for non- commercial research activities and education (including internal research activities) on a royalty-free basis, and without requiringthe prior consent of the other joint owner(s), and
      5. each of the joint owners shall be entitled to otherwise Exploit (except for research activities aforementioned) the jointly owned Results and to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:
         1. at least forty-five (45) days prior notice must be given to the other joint owner(s); and
         2. Fair and Reasonable compensation must be provided to the other joint owner(s).
   3. On the basis of a Service Contract No. MOVE/C2/2022-55, Article 11.13. INTELLECTUAL PROPERTY RIGHTS Contracting Parties are obliged to comply with this provision. See Annex 1 - Service Contract No. MOVE/C2/2022-55. In čase of doubt, Contracting Parties are obliged to agree on the way forward so that Article 11.13 of the Service contract is not breached.
2. GENERAL PRINCIPLES
   1. Each Party shall implement its tasks in accordance with the Service contract and shall bear sole responsibility for ensuring that its acts within the Tender do not knowingly infringe third party property rights.
   2. Any Access Rights granted expressly exclude any rights to sublicense unless expressly stated otherwise.
   3. Access Rights shall be free of any administrativě transfer costs.
   4. Access Rights are granted on a non-exclusive basis.
   5. Results and Background to the Results ("Background") shall be ušed only for the purposes for which Access Rights to it háve been granted.
   6. All requests for Access Rights shall be made in writing (including e-mail). The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be ušed only for the intended purpose and that appropriate confidentiality obligations are in plače.
   7. The requesting Party must prove that the Access Rights are Needed.
   8. **ACCESS RIGHTS FOR IMPLEMENTATION**
      1. Access Rights to Results and Background Needed for the performance of the own work of a Party under the Tender shall be granted for the duration of the Tender on a royalty- free basis, unless otherwise agreed for Background.
   9. **ACCESS RIGHTS FOR EXPLOITATION**
      1. **ACCESS RIGHTS TO RESULTS**

Access Rights to Results if Needed for Exploitation of a Party's own Results shall be granted on Fair and Reasonable conditions.

Access rights to Results for internal non-commercial research activities shall be granted on a royalty-free basis.

* + 1. **ACCESS RIGHTS TO BACKGROUND**

Access Rights to Background if Needed for Exploitation of a Party's own or joint Results, including for research on behalf of a third party, shall be granted on Fair and Reasonable conditions

1. LANGUAGE
   1. This Consortium Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.
2. CONFIDENTIAL INFORMATION
   1. All information in whatever form or mode of communication (including Background and Results), which isdisclosed by a Party (the "Disclosing Party") to anyother Party (the "Recipient") or Affiliate company acting on that Disclosing Party's behalf, in connection with the Tender during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within fourteen (14) calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, or which is confidential by nátuře, is "Confidential Information".
   2. Oral information that is provided during Tender meetings or bilateral discussion is treated as a confidential unless otherwise stated.
   3. **Handling confidential information**
      1. The Recipients hereby undertake in addition and without prejudice to any commitment on non-disclosure under the Service contract, during the Tender and the duration of this Agreement and for a period of 4 years after the end of the Tender, except for trade secret which shall remain confidential as long as they are trade secrets:

Not to use Confidential Information otherwise than for the purpose for which it was disclosed;

Not to disclose Confidential Information to third parties;

not to disclose Confidential Information without the prior Written consent by the Disclosing Party;

to ensure that internal distribution of Confidential Information by a Recipient shall také plače on a strict need-to-know basis; and

to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all Information stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

* 1. Fulfilmentof obligations
     1. The recipients shall be responsible for the fulfilment of the above obligations on the part of their employees, Affiliated Entities or third Parties involved in the Tender and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the Tender and/or after the termination of employment or the contractual relationship with the third Party, Affiliated Entity and subcontractors.
  2. Degreeofcare
     1. The Recipientshallapply the samedegreeofcare regardingthe Confidential Information disclosed within the scope of the Tender as with itsown confidential and/or proprietary Information, but in no čase less than reasonable care.
  3. Prompting other Parties
     1. Each Party shall immediately advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.
  4. Disclosing confidential
     1. If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrativě order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the Disclosing Party, and comply with the Disclosing Party's reasonable instructions to protéct the confidentiality of the Information.
  5. Personál Data
     1. Each Party ensures full compliance with the applicable data protection laws. As Parties may need to work together with or exchange personál data, the Parties will autonomously enter into the appropriate contracts (e.g. processor agreement, joint controller agreement) to guarantee that the formal and materiál regulations of the EU generál data protection regulation 2016/679 (GDPR) are met.

1. SIGNATURES
   1. This Agreement shall be signed in 2 originál copies, one for each Party.

ANNEXES: Annex 1 - Service Contract No. MOVE/C2/2022-55. VIAS Institute CV

Place: Brussels

Date: August 1, 2022

Plače: Brno, Czech Republic

Dáte: 11 -08- 2022

**Transport research centre (CDV)**

Ing. Jindřich Frič, Ph.D. xxxxxx

Director CEO

ANNEXES: Annex 1- Service Contract No. MOVE/C2/2022-55