

DATED 23rd August 2022

WOOD E&IS GMBH

AND

CZECH ENVIRONMENTAL INFORMATION AGENCY (CENIA)

SUB-CONSULTANCY AGREEMENT NO 853080000B-5

relating to

**CONTRACT NO 090202/2022/873164/DFRA/ENV.C.1– ASSESSMENT OF THE THIRD
RIVER BASIN MANAGEMENT PLANS (RBMP) UNDER THE WATER FRAMEWORK
DIRECTIVE implementing Framework Contract no FRA/C.2/ENV/2020/OP/0032**

Wood E&IS GmbH
Weserstraße 4
60329 Frankfurt am Main
Germany

THIS AGREEMENT is made on 23rd AUGUST 2022

BETWEEN:

- (1) **WOOD E&IS GMBH** whose registered office is at Weserstraße 4, 60329 Frankfurt am Main, Germany and operates a branch office located at Rond-Point Schuman 6, Brussels 1040, Belgium which is party to this agreement; and
- (2) **CZECH ENVIRONMENTAL INFORMATION AGENCY (CENIA)** whose registered office is at Moskevská 1523/63, 100 10 Praha 10, Czech Republic (the "Sub-Consultant")

WHEREAS:

- A. By a Contract dated 25 May 2022 entered into between Wood E&IS GmbH and the European Commission, a copy of which (excluding any information Wood E&IS GmbH considers to be confidential) is attached to this Agreement and marked Annex I, Wood E&IS GmbH agreed to provide certain services in connection with Assessment of the Third River Basin Management Plans (RBMPs) under the Water Framework Directive.
- B. The Sub-Consultant has agreed to perform some of those services, as specified in the annexed Schedule 1, on the terms contained in this Agreement.

IT IS AGREED as follows:

1.

In this Agreement the following words shall have the following meanings:

- 1.1 "Agreement" means this document and all attached Schedules and Annexes in accordance with clause 2;
- 1.2 "Client" means European Commission;
- 1.3 "Main Contract" means the Service Contract, details of which are referred to in Recital A above;
- 1.4 "Services" means the services set out in Schedule 1 to this Agreement.

2.

Components of this Agreement are:

- 2.1 This Agreement;
- 2.2 the Main Contract;

- 2.3 Schedule 1 as defined in clause 1.4 of this Agreement;
- 2.4 Schedule 2;
- 2.5 all documents this Agreement expressly refers to and
- 2.6 all attached Schedules and Annexes in the order of their numbering.

To the extent of any conflict or inconsistency in the terms of this Agreement precedence shall be given to the terms of this Agreement in the above order. Deviating terms and conditions of the Sub-Consultant shall only apply if they have been accepted by Wood E&IS GmbH in writing.

- 3. The Sub-Consultant shall provide the Services in accordance with and subject to the terms and conditions of the Main Contract in every way as if it were a party to the Main Contract. Subject to the provisions of the Main Contract, the Sub-Consultant shall provide the Services with all reasonable skill, care and diligence as may reasonably be expected of a consultant experienced in the scope, type and complexity of services similar to the Services. If a quality plan produced by Wood E&IS GmbH in respect of the performance of the Main Contract becomes part of this Agreement as an Annex or Schedule, the Sub-Consultant shall at all times provide the Services in all respects in accordance with the quality plan.
- 4. The Sub-Consultant shall indemnify Wood E&IS GmbH against any and all liability (including costs and/or expenses) and claims for the minimum wage under the Minimum Wage Act ("*Mindestlohngesetz*") which Wood E&IS GmbH may incur to the Client or to any third party arising out of claims, demands or any other proceedings made against Wood E&IS GmbH in consequence of any breach by the Sub-Consultant of this Agreement or in consequence of any negligence, error or omission of the Sub-Consultant's employees and/or agents arising out of the Services.
- 5.
 - 5.1 Subject to the full and proper performance of the Services in accordance with this Agreement, Wood E&IS GmbH will pay the fees and expenses as set out in Schedule 2 to the Sub-Consultant. If not set out in Schedule 2, the fees shall be paid monthly, beginning one month after the Sub-Consultant begins performing the Services. The Sub-Consultant shall submit to Wood E&IS GmbH an invoice for the fees or each instalment of the fees as relevant, together with all supporting documents that are necessary to check the invoice (which for the avoidance of doubt will include any supporting documents or information specifically required by the Client) to the address of the Wood E&IS GmbH Belgian branch office specified in this agreement. Wood E&IS GmbH will pay the invoice at the latest 30 days after receipt.
 - 5.2 Under no circumstances will the Sub-Consultant become entitled to payments that exceed amounts received or recovered (as the case may be) under the

Main Contract in respect of the Services to which the invoice from the Sub-Consultant relates.

5.3 If any payment due under the Main Contract in respect of the Services shall be withheld or delayed in consequence of a breach by the Sub-Consultant of this Agreement or negligence, errors or omissions of the Sub-Consultant's employees and/or agents, the Sub-Consultant shall:

5.3.1 at its own expense provide all assistance necessary to enable Wood E&IS GmbH to obtain payment in respect of the Services under the Main Contract; and

5.3.2 indemnify Wood E&IS GmbH in accordance with clause 4 above.

5.4 In the event that Wood E&IS GmbH fails to pay any amount due to the Sub-Consultant by the payment date, Wood E&IS GmbH shall pay interest on the outstanding amount in accordance with the statutory provisions.

6.

This Agreement shall be deemed to come into effect on the earlier of:

6.1 the date of this Agreement or

6.2 the date on which the Sub-Consultant commenced performance of the Services.

7.

7.1 The Sub-Consultant will hold in strict confidence any and all Confidential Information acquired by, or disclosed to, the Sub-Consultant in the course of its association with Wood E&IS GmbH pursuant to this Agreement (whether in writing, verbally or by any other means and whether before or after the date of this Agreement) and shall not disclose or otherwise make available the Confidential Information to third parties without the consent of Wood E&IS GmbH. The Sub-Consultant must not use such Confidential Information for any purposes other than as required in the provision of the Services. This restriction shall continue to apply until such Confidential Information is in the public domain.

"Confidential Information" means any financial, technical, economic, legal, tax, business, market opportunity, customer, supplier, employee or managerial information (including data, records and know-how) relating to Wood E&IS GmbH or the Client which is made available directly or indirectly by Wood E&IS GmbH to or otherwise becomes known to the Sub-Consultant its officers, employees, consultants or other parties acting on the Sub-Consultant's behalf. The confidentiality obligation shall not apply to confidential information if a) this information was already publicly known at the time of the Sub-Consultant's gaining knowledge or subsequently became

publicly known without a breach of these confidentiality obligations, b) the Sub-Consultant has developed this information independently of this agreement and/or the project itself, c) the Sub-Consultant has to surrender this information by law or enforceable order of a court or comparable authority with corresponding jurisdiction, d) the Sub-Consultant has obtained this information from a third party without violation of a confidentiality obligation existing towards Wood E&IS GmbH or the Client.

- 7.2 The Sub-Consultant shall not, without the prior written consent of Wood E&IS GmbH publish alone or in conjunction with any other person, any articles, photographs or other illustrations relating to the Services. In circumstances of uncertainty as to the confidentiality of any information, the Sub-Consultant shall obtain Wood E&IS GmbH's written consent prior to publication.
8. Subject to any rights granted to the Client pursuant to the Main Contract, the Sub-Consultant assigns to Wood E&IS GmbH the exclusive, unlimited in time, territory and content, transferable, sub-licensable right to use all Sub-Consultant's inventions, copyrights or other intellectual property rights as well as all work results of the Sub-Consultant, including all ideas, designs, drafts and preliminary work, which have arisen within the scope of this Agreement (hereinafter "work results") in whole or in part for all known and all still unknown types of use. This includes any such rights in respect of which the Sub-Consultant is a part-owner. The right of use includes, but is not limited to, the unrestricted right to reproduce, publish, distribute, print, store, otherwise modify, use and exploit the work results and the right to make the work results available to the public via the Internet. The Sub-Consultant agrees to notify Wood E&IS GmbH of the creation of any such rights and to execute any documents required by Wood E&IS GmbH to transfer or assign ownership to Wood E&IS GmbH.
9. NOT USED
10. The Sub-Consultant shall not assign, novate, sub-contract or otherwise transfer any of its obligations under this Agreement without Wood E&IS GmbH's prior written consent. The Sub-Consultant must inform Wood E&IS GmbH comprehensively about the assignee/successor and the reason for the assignment.
- 11.
- 11.1 Claims by the Sub-Consultant for damages ("*Schadensersatzansprüche*") are excluded save for claims for damages by the Sub-Consultant in respect of injury to life, body, health or from the violation of essential contractual obligations (cardinal obligations - "*Kardinalpflichten*") as well as liability for other damages based on an intentional or grossly negligent breach of duty by Wood E&IS GmbH, its legal representatives or vicarious agents. Material contractual obligations are those whose performance is necessary to achieve the objective of the contract.
- 11.2 In case of violation of essential contractual obligations, Wood E&IS GmbH is only liable for the contract-typical, foreseeable damage, consequential

damage and indirect damage (compensation for loss of profit, goodwill, anticipated savings or data loss or damage), if these were caused negligently, unless it is a matter of compensation claims by the Sub-Consultant in respect of an injury to life, body or health.

- 11.3 The restrictions in clauses 11.1 and 11.2 also apply in favour of Wood E&IS GmbH's legal representatives and vicarious agents if claims are asserted directly against them.
 - 11.4 The limitations of liability resulting from clauses 11.1 and 11.2 do not apply if Wood E&IS GmbH fraudulently concealed the defect or assumed a guarantee. The same applies if Wood E&IS GmbH and the Sub-Consultant have made an agreement about the condition of the product. The provisions of the Product Liability Act remain unaffected.
- 12.
- 12.1 Both Parties are entitled to ordinarily terminate this Agreement with a notice period of one month.
 - 12.2 In case the Main Contract ends for any reason, Wood E&IS GmbH shall be entitled to give notice of termination of this Agreement with a notice period of 4 (four) weeks.
 - 12.3 The right to extraordinarily terminate this Agreement for good cause (*aus wichtigem Grund*) without any notice period remains unaffected.
 - 12.4 A notice of termination shall be in writing to be effective.
13. Should the Sub-Consultant fail to perform its obligations under this Agreement within the time limits set by the Main Contract then, without prejudice to the Sub-Consultant's actual or potential liability incurred in relation to the Agreement or Wood E&IS GmbH's right to terminate the Agreement, Wood E&IS GmbH may decide to impose liquidated damages at the rate set out in Article II.15 of the Main Contract ("*Schadenspauschale*"). The Sub-Consultant may prove that damage or depreciation has not occurred at all or has occurred at a significantly lower rate than the liquidated damages . These liquidated damages shall not be imposed where there is provision for interest for late completion. Wood E&IS GmbH and the Sub-Consultant expressly acknowledge and agree that any sums payable under this clause are in the nature of liquidated damages and not penalties and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations. To the extent Wood E&IS GmbH claims damages in excess of these liquidated damages, the liquidated damages will be set off against such damages.

14.

14.1 The Sub-Consultant undertakes to protect the standards of business practice of Wood E&IS GmbH (which, for the purposes of this clause includes all companies affiliated in accordance with paragraph 15 of the German Stock Corporation Act ("*Aktiengesetz*") at all times and to act in such a way as to uphold Wood E&IS GmbH's good name and reputation and not to do or attempt to do any act or thing which is intended to and/or which in fact causes any damage to or brings discredit upon Wood E&IS GmbH, and in particular the Sub-Consultant represents that it has not, and covenants that it will not, directly or indirectly:

14.1.1 offer to give or agree to give to any Government Official or director, officer, employee or agent of any past or potential client, customer, supplier, consultant or any other third party any gift or consideration of any kind as an inducement or reward for doing or for forbearing to do or for having done or forborne to do any action in relation to a tender, contract or any other business dealings or for showing or forbearing to show any favour or disfavour to any person in relation to a tender, any contract or any other business dealings; or

14.1.2 induce or attempt to induce any Government Official or any officer, servant or agent of any private body to depart from his duties to his employer.

For the purposes of this clause 14, "Government Official" includes (a) any officer or employee of, or any person representing or acting on behalf of, (i) any level of government (whether federal, provincial, state, municipal or other), including, without limitation, any governmental agency or department; (ii) entities wholly or partially owned or controlled by any level of government; or (iii) public international or intergovernmental organisations; (b) a person who holds a legislative, judicial or military position; or (c) political parties, party officials and candidates for political office.

14.2 Furthermore, the Sub-Consultant represents that in connection with this Agreement it has not, and covenants that it will not, in particular, contravene the following laws, to the extent applicable by law:

14.2.1 the Foreign Corrupt Practices Act of the United States, The Corruption of Foreign Public Officials Act of Canada, The Bribery Act 2010 of the United Kingdom, the Anti-Corruption Law ("*Gesetz zur Bekämpfung der Korruption*") and Act on Regulatory Offences in Germany ("*Gesetz über Ordnungswidrigkeiten*") and similar or equivalent legislation or regulation in those or any other jurisdictions that may be applicable to activities in connection with this Agreement;

14.2.2 the laws applicable to the maintenance of business books and records;

14.2.3 the laws regarding boycotts;

14.2.4 the laws regarding trade sanctions and export administration and control (including applying US-regulations); and

14.2.5 the laws regarding antitrust and competition.

- 14.3 The Sub-Consultant shall permit Wood E&IS GmbH and its third party representatives bound to secrecy, if there is a reasonable suspicion, during normal business hours and on reasonable notice, to access the Sub-Consultant's books, records and accounts (including, without limitation, records relating to the origin and legitimacy of any funds paid to the Sub-Consultant and all disbursements made for or on behalf of the Sub-Consultant) relating to the activities undertaken in connection with this Agreement and to meet with the Sub-Consultant's personnel to audit such Party's compliance with its obligations under this clause 14.
- 14.4 In addition, the Sub-Consultant undertakes to promptly (and in any event within 14 days) notify Wood E&IS GmbH of any alleged potential, suspected or actual breach of the undertakings in this clause 14 and to provide reasonable co-operation to Wood E&IS GmbH in investigating and resolving any such breach as promptly as practicable.
- 14.5 It is a fundamental condition of this Agreement that the Sub-Consultant shall have complied and shall at all times and in every respect comply with Wood E&IS GmbH's Code of Business Conduct and Supply Chain Code of Business Conduct copies in its current version as it can be downloaded from Wood E&IS GmbH's website www.woodplc.com.
- 14.6 If Wood E&IS GmbH has reasonable cause to believe that the Sub-Consultant has committed, or is likely to commit, a breach of this clause 14, then Wood E&IS GmbH may terminate this Agreement with immediate effect by giving written notice to the Sub-Consultant.
- 14.7 The parties agree that compliance with the provisions of this clause 14 is essential to this Agreement.
15. If any term or provision of this Agreement shall be held to be illegal or unenforceable, or rendered ineffective, in whole or in part, under any enactment, such term or provision shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.
16. An assignment of rights or claims by the Sub-Consultant to a third party is not permissible.
17. This Agreement may only be amended by agreement in writing signed by both the parties. Excluded from this is the conclusion of individual agreements.

18. The Sub-Consultant's liability to Wood E&IS GmbH under or in connection with this Agreement shall not expire until the date upon which Wood E&IS GmbH's liability in respect of the services to the Client expires under the Main Contract.
19. A notice given to either party under or in connection with this Agreement shall be in writing and delivered or sent to that party at the contact information given in Schedule 1 to this Agreement. For the avoidance of doubt, a notice given under this Agreement is not valid if sent by e-mail or fax.
20. If any dispute arises in connection with the Main Contract and Wood E&IS GmbH is of the opinion that such dispute is relevant to the Services, Wood E&IS GmbH may require in written form that the Sub-Consultant provides the relevant information and attends such meetings in connection with the dispute. Wood E&IS GmbH may also require by serving notice in written form that any such dispute under the Agreement be dealt with jointly with the dispute under the Main Contract in which case the dispute provisions contained in the Main Contract shall also apply to the Sub-Consultant mutatis mutandis.
21. Wherever under this Agreement any sum of money is recoverable from, or payable by, the Sub-Consultant, that sum may be deducted from any sum then due to the Sub-Consultant under this Agreement or under any other contract with Wood E&IS GmbH and the Sub-Consultant.
22. Where, after the award of the Main Contract, the award procedure or the performance of the Main Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Sub-Consultant, Wood E&IS GmbH may refuse to make payments or may terminate the contract with the Sub-Consultant, in proportion to the seriousness of the errors, irregularities or fraud.
23. This Agreement shall in all respects be construed in accordance with the laws of Germany and the parties submit to the exclusive jurisdiction of the courts in Frankfurt am Main, Germany.

IN WITNESS of which the parties have signed this Agreement on the date set out above.

SIGNED for and on behalf of
WOOD
E&IS GMBH
by:

SIGNED for and on behalf of
the Sub-Consultant
by:



SCHEDULE 1

The Client:

Name: European Commission, DG Environment

The Main Contract:

Date: 25 May 2022

Title: Assessment of the Third River Basin Management Plans (RBMP) Under the Water Framework Directive

Parties: European Commission, DG Environment and Wood E&IS GmbH

Services to be supplied by the Sub-Consultant:

CENIA will provide the services as laid down for CENIA in the tender submitted by Wood E&IS on 07 February 2022 comprising the following:

Task 2: Compliance assessment of the third RBMPs

Member State Assessments: **Czech Republic and Slovakia**

Deliverables:

Task 2.1 Preliminary assessment

Task 2.2 In-depth assessment

Task 2.3 Resulting MS reports

Data component for:

Task 2.2 In-depth assessment

Task 2.3 Resulting MS reports

Task 3 Compliance assessment of the 3rd RBMPs – EU overview

Task 5: Online factsheets and 'water' dialogues

Country profiles

Deliverable:

Task 5.1 Task lead and delivery of Online factsheets

More generally, work with Wood throughout the project as required to ensure the deliverables are accepted by the client.

Address and fax number (clause 20):

Contact: Legal Department
Name: Wood E&IS GmbH
Address: Weserstrasse 4
60329 Frankfurt am Main
Germany



Contact: Jiri Kvapil
Name: Czech Environmental Information Agency (CENIA)
Address: Moskevskaa 1523/63, 100 10 Praha 10, Czech Republic



SCHEDULE 2

Fees and Expenses:

In line with the contract the European Commission, Wood E&IS GmbH will make a first interim payment of 30% of the total budget according to the delivery of the inception report and the Commission's agreement to its content according to the main contract. A second interim payment of 30% of the total budget will be made according to the delivery of interim report and the Commission's agreement to its content according to the main contract. The final payment will be made after satisfactory completion of all tasks and the approval of final deliverables by the Commission according to the main contract.

Total fees and expenses to be paid to CENIA under specific allocated working groups under Task 2, Task 3 and Task 5 of the tender are €62 643.

Wood will make a first interim payment of €18 793 (30% of CENIA's fees) for specific allocated tasks as well as 30% of CENIA's fees in relation to ad hoc meetings undertaken by that date following the European Commission's first interim payment. Wood will make a second interim payment of €18 793 (30% of CENIA's fees) for specific allocated tasks as well as 30% of CENIA's fees in relation to ad hoc meetings undertaken by that date following the European Commission's second interim payment. A final payment of €25 057 (40% of CENIA's fees) as well as 40% of CENIA's fees in relation to ad hoc meetings and support shall be made following the Commission's final payment.

ANNEX 1

(Copy of the Main Contract)