




the mind of movement

Sub-Consultancy Agreement PTV – Sub-Consultant

A decorative graphic consisting of two overlapping diagonal stripes. The top stripe is a vibrant red, and the bottom stripe is a darker, maroon red. They intersect to create a 3D effect, with the top stripe appearing to be on top of the bottom one.

Sub-Consultancy Agreement

between

PTV Planung Transport Verkehr GmbH - hereinafter "**PTV**" -

Haid-und-Neu-Straße 15
76131 Karlsruhe, Germany

VAT n.:DE 812 666 053.

Contact person

Tel.

and

Centrum dopravního výzkumu, v. v. i. - hereinafter "**Sub-Consultant**" -

Líšeňská 33a
636 00 Brno, Czech Republic

VATn.: CZ44994575

Contact person

Tel.

Shorttitle	Sub-Consultancy Agreement
------------	---------------------------

Version of contract template:	1.0.1 from 2022-08-08
-------------------------------	-----------------------

PTV and Sub-Consultant hereinafter referred to jointly as **Parties** and individually as **Party**.

Contents

Preamble	5
1 Contract components	5
2 Services of the Sub-Consultant	5
3 Warranty	7
4 Acceptance, remuneration of the Sub-Consultant, security	7
5 Granting of rights	8
6 Liability, third-party rights, liability insurance	8
7 Right of retention / duty to inform	9
8 Representatives	9
9 Confidentiality	9
10 Term of the Agreement and termination	10
11 Final provisions	11

Preamble

PTV shall provide services for the 'Aufbau eines Verkehrsmodells zur Unterstützung der HGV Europastudie bei der Deutschen Bahn' project (hereinafter "**Project**") on the basis of the main agreement with Deutsche Bahn AG (hereinafter "**Client**"). From this scope of services, the Sub-Consultant shall provide the services described in more detail in sec. 2 (hereinafter "**Sub-Consultant Services**") and shall previously assure that it has suitable specialist skills related to the Project.

Now, therefore, the Parties hereby conclude the following Sub-Consultancy Agreement (hereinafter "**Agreement**"):

1 Contract components

- 1.1 The complete contractual documents of the main agreement (hereinafter "**Main Agreement**") (Annex 1) expressly form an integral part of this Agreement. All the terms and conditions of the Main Agreement shall apply to this Agreement accordingly, unless these conditions do not concern the Sub-Consultant Services described in more detail in sec. 2. This shall apply in particular to the product and/or service descriptions and agreements on the requirements regarding the service level, orders and delivery, delays, contractual penalties, warranty, liability and termination. As concerns time periods, in particular the warranty period, the beginning and end of the period shall be identical in relation to PTV and the Sub-Consultant as those in relation to PTV and the Client.
- 1.2 The following contracts and agreements shall apply to this Agreement between PTV and the Sub-Consultant in the order stated:
 1. Conditions of this Agreement including Annex 1
 2. Main Agreement (Annex 1);
- 1.3 Where it is necessary to make changes to this Agreement due to requirements of the Client, the Sub-Consultant and PTV shall make every possible effort to also agree upon these changes.

2 Services of the Sub-Consultant

- 2.1 The Sub-Consultant's share in the services consists of all the services set forth in the Main Agreement under 'Modeller Expert' (see Annex 1), particularly the service description under AP1 and support in AP2, AP3 and AP4 (see Annex 1).
- 2.2 In detail, the Sub-Consultant shall provide the following Sub-Consultant Services according to the detailed provisions of the service description under 'Technisches Vorgehen im Projekt' (Annex 1):
 1. AP 1 - Aufbau europäisches HGV Angebotsmodell (Lead)
 2. AP 2 - Aufbau europäisches HGV Nachfragemodell (Support)

3. AP 3 - HGV Modell Validierung (Support)
4. AP 4 - Modellprognose 2030 und 2050 (Support)
5. AP 5 - Konsolidierung HGV Modellergebnisse (Support)

The Sub-Consultant shall provide the above Sub-Consultant Services in accordance with the schedule set forth in the Main Agreement (see Annex 1). Section 2.2 of Annex 1 defines, whether Sub-Consultant leads the AP or gives support.

- 2.3 The Sub-Consultant shall be obliged to provide modifications to the Sub-Consultant Services or additional Sub-Consultant Services which are not listed in sec. 2 or the service description under 'Technisches Vorgehen im Projekt' (see Annex 2) following a written request from PTV.
- 2.4 Where the Sub-Consultant charges an additional fee for the modifications to the Sub-Consultant Services / additional Sub-Consultant Services requested, Sub-Consultant must inform PTV of this in writing prior to performing the modifications to the Sub-Consultant Services / additional Sub-Consultant Services and shall communicate the anticipated costs within one (1) week. The payment of an additional fee to the Sub-Consultant shall be subject to the Client also paying PTV a corresponding fee for the service modifications / additional services.
- 2.5 The Sub-Consultant shall provide PTV and the Client with usable work results. In particular, the Sub-Consultant must ensure that the work is successfully performed by way of its Sub-Consultant Services. The Sub-Consultant shall provide its Sub-Consultant Services in the quantity and quality that is required for proper processing in accordance with the specifications of the Client pursuant to the terms and conditions of the Main Agreement as set out in sec. 1.1.
- 2.6 The Sub-Consultant shall be obliged to supply the files, original drawings, data storage media or other documents it has created to PTV at any time on the request of PTV. The documents to be supplied by the Sub-Consultant to PTV can be used without a separate license fee.
- 2.7 The Sub-Consultant shall provide all declarations, proofs and documentation required from it in accordance with the Main Agreement as set out in sec. 1.1. within the time periods specified by the Client to PTV.
- 2.8 The engagement of third parties by the Sub-Consultant is subject to the prior written consent of PTV.
- 2.9 The Sub-Consultant shall participate in the Project meetings regularly scheduled at the request of PTV, as well as in the meetings with authorities or other third parties for the purposes of the Project, where this is necessary to achieve the success of the Project.
- 2.10 The Sub-Consultant is not entitled to legally represent PTV in external relations with other involved parties. To that extent, the Sub-Consultant is not granted a power of attorney. The Sub-Consultant shall not enter into or conduct any discussions or negotiations with the Client or third parties in relation to the Main Agreement and the Agreement.

- 2.11 PTV is free to conclude similar contracts with third parties in addition to this Agreement, and/or to assign all or some of the Sub-Consultant Services from the Main Agreement to third parties. The Sub-Consultant shall have no entitlement to service requests.

3 Warranty

- 3.1 The Sub-Consultant warrants that the Sub-Consultant Services are free of material defects. Within the scope of the statutory warranty, the Sub-Consultant is obliged to follow up on fault reports and to remedy defects (rectification). PTV is entitled to choose a replacement delivery instead of a rectification.
- 3.2 The defect must be remedied within a reasonable period of time. If the Sub-Consultant is unable to remedy the defect within a reasonable time period set by PTV, the Client shall be entitled to assert their statutory warranty claims, in particular to claim compensation for non-performance and to withdraw from the contract.

4 Acceptance, remuneration of the Sub-Consultant, security

- 4.1 Once the Sub-Consultant has provided the Sub-Consultant Services pursuant to this Agreement, PTV shall conduct acceptance of the Sub-Consultant Services. The declaration of acceptance must be made in writing (acceptance report).
- 4.2 The Sub-Consultant shall receive the following fixed remuneration for the Sub-Consultant Services listed in sec. 2:
- Net price: € 27.625,00
VAT rate: 19 %
Gross price: € 32.873,75
- thirty-two thousand eight hundred seventy-three euro and seventy-five cents--
-- (in words)
- The fixed remuneration shall be payable upon acceptance conducted in accordance with sec. 3.1. PTV payments shall be made thirty (30) days after receipt of the invoice. All payments by PTV to the Sub-Consultant are subject to the Client paying PTV for the Sub-Consultant Services provided by the Sub-Consultant. The Sub-Consultant shall as such bear the risk of a payment default by the Client.
- 4.3 The Sub-Consultant shall only be entitled to assign claims against PTV to third parties subject to the written consent of PTV. Section 354a HGB (German Commercial Code) remains unaffected.

5 Granting of rights

- 5.1 The Sub-Consultant hereby grants to PTV an exclusive and irrevocable right to all known and unknown forms of use, without geographical, temporal or content-related restriction, to the Sub-Contractor Services upon creation, as well as the sole and unrestricted ownership right to those Sub-Consultant Services giving rise to such a right and where such a right can be transferred. In particular, PTV is entitled without restriction to duplicate or process the Sub-Contractor Services, to transfer these in other forms of representation, to modify, continue and supplement these in any other manner, to process these in unchanged or changed form, to publicly broadcast them by wired or wireless means, to sub-license and to transfer all usage rights granted under this Agreement with or without charge.
- 5.2 Where Sub-Contractor Services arise that can be protected by industrial property rights, the Sub-Consultant shall be obliged to inform PTV of this in writing immediately. PTV shall be free to register these property rights in its own name. The Sub-Consultant shall provide PTV with full support in this respect, in particular by providing the necessary information without delay and by undertaking all the necessary declarations and measures. The Sub-Consultant shall be prohibited from filing a corresponding registration in their own name or that of a third party or from directly or indirectly supporting third parties in doing so.
- 5.3 PTV may use and modify all files created by the Sub-Consultant (plans, drawings, documentation etc.), where PTV does not already hold the rights, for the Project mentioned in the Agreement after completion of the Sub-Consultant Services commissioned without the participation of the Sub-Consultant. PTV shall have the right to publish without citing the name of the Sub-Consultant.
- 5.4 The Sub-Consultant may not employ any freelance employees with whom the Sub-Consultant has not concluded an agreement corresponding to the above conditions. The Sub-Consultant shall impose the above provisions on any sub-contractors in such a form that PTV shall also hold the exclusive and unrestricted usage rights to the files created for the Project with regard to such sub-contractor's services.

6 Liability, third-party rights, liability insurance

- 6.1 The Sub-Consultant shall be fully liable towards PTV, the Client and all other authorised users under this Agreement for all forms of loss or damage caused by the Sub-Consultant, in accordance with statutory provisions.

- 6.2 The Sub-Consultant shall indemnify PTV, the Client and all other authorised users under this Agreement against all third-party claims due to an infringement of property rights by using the Sub-Consultant Services. This indemnification also comprises the legal defence and legal costs in relation to such claims. PTV shall inform the Sub-Consultant of the assertion of the third-party claim in writing without delay.

Should the exercise of rights from this Agreement violate third-party rights, the Sub-Consultant shall be obliged to remedy this by acquiring all necessary licenses at its own cost for the benefit of PTV, the Client and all other authorised users under this Agreement, or to modify the Sub-Consultant Services in such a way that the infringement is remedied in compliance with the obligations under the Agreement, particularly the service description and the quality owed.

7 Right of retention / duty to inform

- 7.1 The Sub-Consultant shall have no right of retention to the plans, documents and data storage media created by or given to the Sub-Consultant.
- 7.2 The Sub-Consultant has a duty to inform PTV about its Sub-Consultant Services upon request of PTV without delay and without separate remuneration, until the invoice verification procedure for the Project has been declared complete.

8 Representatives

- 8.1 The following persons are named as representatives, who shall have full authority to provide and receive legal and other declarations:

for PTV: Wolfgang Pelousek

for the Sub-Consultant: Jindřich Frič

- 8.2 The representative of the Sub-Consultant may only be replaced with the consent of PTV. PTV shall grant such consent unless this is opposed by important reasons.

9 Confidentiality

- 9.1 The Parties mutually undertake to treat all information of the other Party that becomes known to them as confidential and to only use such information within the scope of the contractual collaboration in accordance with this Agreement. Each Party shall be liable for the confidentiality obligation of affiliated companies and persons.

- 9.2 Information as defined in this sec. 9 means all written or other information that is disclosed to a Party by the other Party or a third party.
- 9.3 The confidentiality obligation of one Party does not comprise information that is already in its possession at the time the information is made available, or which was developed independently of the other Party, or which was provided to them by a third party without any infringement of a confidentiality obligation or which was already public knowledge.
- 9.4 The Parties are obliged to impose corresponding confidentiality obligations on their sub-contractors or vicarious agents.
- 9.5 The Sub-Consultant is not permitted to disclose the existence or content of this Agreement to third parties without the prior written consent of PTV, or to issue press releases or other announcements in relation to this Agreement.
- 9.6 The Sub-Consultant shall pay liquidated damages of € 20,000.00 to PTV for every breach of the confidentiality obligation. Both Parties reserve the right to provide evidence of higher or lower loss or damage.

10 Term of the Agreement and termination

- 10.1 PTV is entitled to terminate this Agreement at any time with immediate effect.
- 10.2 In particular, PTV has the right to terminate this Agreement if the Client has requested the replacement of the Sub-Consultant or has terminated the main agreement in whole or in part.
- 10.3 Upon termination of this Agreement, the Sub-Consultant must, without delay,
- a) deliver the Sub-Consultant Services achieved and present these on request; and
 - b) return all property of PTV or of the Client in their possession (including confidential information and tender documents), without any further request to do so.
- 10.4 In the event of a premature termination of the Agreement, the Sub-Consultant shall only be entitled to remuneration for the Sub-Consultant Services rendered thus far, provided that:
- a) these are usable for PTV and the Client; and
 - b) the Client pays PTV for the Sub-Consultant Services rendered by the Sub-Consultant.
- Any further claims of the Sub-Consultant are excluded.

11 Final provisions

- 11.1 Changes and additions to this Agreement must be made in writing in order to be valid. The written form requirement itself can only be waived by way of a written agreement.
- 11.2 Should one of the provisions of this Agreement be or become invalid, the invalid provision shall be replaced by a valid provision that most closely approximates the economic intent of the Parties when concluding the Agreement in a legally admissible manner. The same shall apply to any gaps in the Agreement.
- 11.3 The Parties agree to bring all disputes arising out of or in connection with this Agreement, Agreement extensions or supplements before the Conciliation Office of the German Association of Law and Informatics (*Deutsche Gesellschaft für Recht und Informatik e. V.*) (<http://www.dgri.de/>) to be settled, fully or in part, provisionally or finally, in accordance with the Conciliation Rules valid at the time such dispute is brought before the Conciliation Office. The summary proceedings for a payment order remain admissible, without prior initiation of conciliation proceedings.
- The limitation period for any claim relating to the facts brought before the Conciliation Office shall be suspended from the date such conciliation request is docketed until the conciliation proceedings are concluded. Sec. 203 BGB shall apply. If no conciliation is achieved or arbitration fails, the Parties shall turn to a court of general jurisdiction.
- 11.4 This Agreement shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods and private international law.
- 11.5 The place of performance and jurisdiction for all disputes arising from and in connection with this contractual relationship is Karlsruhe.

Sub-Consultancy Agreement

Final provisions

Karlsruhe, October 12, 2022

DocuSigned by:
53BA32E462D14FD...

ppa. Dr. Marco Di Matteo
Senior Director Legal & Compliance
PTV Planung Transport Verkehr GmbH

DocuSigned by:
170DA704C69E431

ppa. Peter Möhl
Vice President Central & Eastern Europe
PTV Planung Transport Verkehr GmbH

Brno,

DocuSigned by:
6F4A2E0FDEBD444...

Centrum dopravního výzkumu, v. v. i.