



# AMENDMENT No 1 TO CONTRACT FOR FINANCING OF PROJECT DEVELOPMENT SERVICES WITH CONTRACT NUMBER ELENA-2019-148

between

# **EUROPEAN INVESTMENT BANK**

and

CITY OF PRAGUE

and

PRAGUE RENEWABLE ENERGY COMMUNITY

# AMENDMENT AGREEMENT

(1) European Investment Bank (hereinafter referred to as the "Bank") established at 98-100, boulevard Konrad Adenauer, L-2950 Luxembourg, Grand Duchy of Luxembourg, represented for the purposes of signature of this agreement by Mr. Ralf Goldmann, Head of Division and Mr. Martin Vatter, Head of Unit and Managerial Advisor,

on the first part.

(2) City of Prague (hereinafter referred to as the "Original Final Beneficiary"), established at Mariánské nám. 2/2, 110 00 Staré Město, Prague, Czech Republic, represented for the purposes of signature of this agreement by MUDr. Zdeněk Hřib, Mayor.

on the second part.

and

(3) Pražské společenství obnovitelné energie, přispěvková organizace (in English, Prague Renewable Energy Community, hereinafter referred to the "New Final Beneficiary"), established at Mariánské nám. 159/4, 110 00 Staré Město, Prague, Czech Republic, represented for the purposes of signature of this agreement by Mr Jaroslav Klusák, Director.

on the third part,

shall be individually referred to as a "Party" and collectively as the "Parties".

# WHEREAS

- (A) The Bank and the Original Final Beneficiary respectively signed on 20 January 2022 and 22 December 2021 a contract for financing of project development services – contract number ELENA-2019-148 – relating to the implementation of Project Development Services in the Project "Prague Energy (PENERGY)" in the framework of the ELENA Facility (the "Contract").
- (B) On 5 April 2022, the Original Final Beneficiary informed the Bank that (i) on 1 October 2021, the Original Final Beneficiary set up a new dedicated organisation (the New Final Beneficiary), (ii) the New Final Beneficiary became operational on 1 February 2022, with the objective to ensure the goals of the Original Final Beneficiary's Climate Plan and (iii) the Original Final Beneficiary has entrusted the New Final Beneficiary with, among other things, all activities related to the Contract and is authorised to perform all activities pertaining to the Prague Energy (PENERGY) project. As a consequence, the Original Final Beneficiary informed the Bank that the New Final Beneficiary will fully assume all contractual rights and obligations of the Original Final Beneficiary arising from the Contract. The Council Resolution establishing the New Final Beneficiary and the Appointment of the New Final Beneficiary as entity entrusted with all activities pertaining to the Prague Energy (PENERGY) project are included in Annex A.
- (C) In view of the above, the Bank, the Original Final Beneficiary and the New Final Beneficiary have agreed to enter into this amendment to the Contract to reflect the change of Final Beneficiary as a party to the Contract.
- (D) To give effect to the foregoing, the Parties hereto wish to amend the Contract on the terms and in the manner set out in this agreement (the "Agreement").

# 11

# AGREED TERMS

- 1. DEFINITIONS AND INTERPRETATION
- 1.1. Terms defined in the Contract shall have the same meaning when used in this Agreement, unless defined below.
- 1.2. The rules of interpretation of the Contract shall apply to this Agreement.
- 1.3. Unless the context otherwise requires, references in the Contract to the "Contract" shall be to the Contract as amended by this Agreement.

# 2. TRANSFER OF RIGHTS AND OBLIGATIONS

2.1. The Original Final Beneficiary and the New Final Beneficiary confirm the assignment and transfer by the Original Final Beneficiary to the New Final Beneficiary of all its rights, title, benefits and interest in, to, under and in respect of the Contract. The New Final Beneficiary confirms such assignment and transfer and irrevocably undertakes with the Bank to perform all obligations and to discharge all liabilities of the Original Final Beneficiary under the Contract, whether or not accrued prior to the date it became operational. The New Final Beneficiary agrees to be bound by the terms of the Contract in favour of the Bank in every way as a party thereto, as if the New Final Beneficiary had always been a party thereto in place of the Original Final Beneficiary.

In accordance with the foregoing, the New Final Beneficiary shall be liable to the Bank for all losses, damages, costs, expenses, claims, demands and proceedings suffered or incurred by the Bank as a result of any breach by the Original Final Beneficiary of the Contract or of any negligence on the part of the Original Final Beneficiary before the Effective Date of this Agreement (as defined below).

- 2.2. The Bank consents to the assignment and transfer of the Contract by the Original Final Beneficiary and the taking over of the Contract by the New Final Beneficiary.
- 2.3. The Bank undertakes with the New Final Beneficiary to perform all its obligations and discharge all liabilities under the Contract, and agrees to be bound by the terms of the Contract in favour of the New Final Beneficiary.
- 2.4. All references to "City of Prague" in the Contract shall be replaced by references to "Prague Renewable Energy Community", except for the Annex I "Description of the Project Development Services (or Action) and the planned Investment Programme" which is hereby deleted and replaced with the new Annex I included in Annex B hereto.
- 2.5. Article I,7 Bank account

The bank account in Article I.7 is replaced by the following bank account:

Name of the bank

PPF banka a.s.

Address of the branch:

Evropská 2690/17

160 41 Praha 6

Czech Republic

Precise denomination

of the account holder:

Pražské společenství obnovitelné energie

Full account number

CZ6160000000002037670007

(including bank codes):

CZ6160000000002037670007

IBAN account code

**PMBPCZPPXXX** 

BIC code : PN

The Original Final Beneficiary shall transfer the amount of EUR 687 816 (six hundred eighty-seven thousand eight hundred sixteen euro), corresponding to the first pre-financing it received under the Contract, to the New Final Beneficiary within ten (10) business days from the signature date of this Agreement. The Original Final Beneficiary shall provide the Bank with a proof of payment within three (3) business days from the date of the transaction.

Any bank charges, interests or other transaction costs incurred shall be borne by the Original Final Beneficiary and shall not be considered eligible under the Contract.

For the avoidance of doubt, the Bank shall not make any payments to the New Final Beneficiary corresponding to the first pre-financing.

In addition to the requirements established in Article 1.5 (Payment arrangements) of the Contract, no subsequent payment shall be made by the Bank until it receives the proof of payment of the first pre-financing payment to the New Final Beneficiary by the Original Final Beneficiary.

In case of failure by the Original Final Beneficiary to transfer the aforementioned amount to the New Final Beneficiary, the Bank reserves the right to terminate the Contract as per Article II.8.2 (b) (*Termination*) of the Contract.

# 2.6. Article I.8 - General Administrative Provisions

The address for communications in Article I.8 of the Contract for the Final Beneficiary shall be replaced by the following address:

Prague Renewable Energy Community Mr. Jaroslav Klusák, Director Mariánské nám. 159/4, 110 00 Staré Město - Prague - Czech Republic

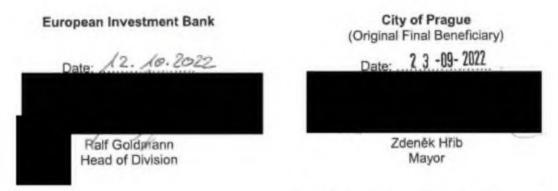
As a consequence, section 1 of Annex IV of the Contract is amended as per the provisions of Annex C of this Agreement.

# 3. APPLICABLE LAW AND DISPUTE RESOLUTION

This Agreement is governed by its terms, the terms of the Contract and by Luxembourg law.

Any dispute between the parties as to the interpretation, application, or performance of this Agreement, including its existence, validity or termination, not settled amicably shall be submitted to the jurisdiction of the Courts of Justice of Luxembourg.

3.2. This Agreement shall enter into force on the date it is signed by the last contracting Party.



Pražské společenství obnovitelné energie, příspěvková organizace (New Final Beneficiary)

# Annex A

# "Council Resolution establishing the New Final Beneficiary"

# Hlavní město Praha RADA HLAVNÍHO MĚSTA PRAHY

# USNESENI

Rady hlavního města Prahy

čislo 1625 ze dne 28.6 2021

k podání žádosti hl.m. Prahy o podporu z dotačního programu ELENA

# Rada hlavního města Prahy

1. schvaluje

předložení žádostí o podporu do vyhlášené výzvy Evropské investiční banky z programu ELENA dle projektového záměru, který je přílohou č. 1 tohoto usnesení

- II. ukládá
  - 1 MHMP OCP MHMP
    - dopracovat, předložit a podepsat kompletní žádost o podporu jměnem hí m. Prahy dle bodu l. tohoto usnesení

Termin: 9.7 2021

2 zabezpečit administratívní úkony a podepisovat dokumenty související s předložením žádosti o podporu dle bodu l tohoto usnesení

Termin: 9.7.2021

2 primátorovi hl m. Prahy

1 udělit plnou moc pro podání žádosti dle bodu l. tohoto usnesení Ing. Jaroslavovi Klusákoví, Ph.D., vedoucímu oddělení energetického manažera OCP MHMP v českém jazyce dle přílohy č. 2 tohoto usnesení a v anglickém jazyce dle přílohy č. 3 tohoto usnesení.

Termin do odvolání

# 3 MHMP PRIMHMP

1 poskytnout OCP MHMP součinnost s řeal zací bodu I tohoto usnesen

Termin 9 / 2021

MUD- Zdeněk Hřib v r primator him Prahy

doc Ing arch Petr Hlavacek v 1 I naméstes primátora nºm Prahy

Předkladatel naměstek primátora Ing. Petr Hlubuček

R-39930

Tisk Provede MHMP - OCP MHMP primator hi m Prany MHMP - PRI MHMP

Na vědomi odporům MHMP

# Capital City of Prague PRAGUE CITY COUNCIL

# RESOLUTION

Prague City Council

No 1625 dated 28 June 2021

to submit an application of the Capital City of Prague for support from the ELENA grant program

# Prague City Council

# i. authorises

the submission of an application for support within the published call of the European. Investment Bank from the ELENA program according to the project plan, see Annex No. 1 to this Resolution.

# II. commissions

- 1 the Prague City Hall Department of the Environment of the Prague City Hall
  - to complete, submit and sign a completed application for support on behalf of the Capital City of Prague according to point I of this Resolution

Deadline 9 July 2021

2 to undertake administrative acts and sign documents related to the submission of the application for support according to point Lof this Resolution.

Deadline 9 July 2021

# 2 Mayor of the City of Prague

I o grant a power of attorney for the submission of the application according to point I of this Resolution to Ing. Jaroslav Klusák, Ph.D., Head of the Department of Energy Manager of the Department of the Environment of the Prague City Hall, in the Czech tanguage according to Annex No. 2 to this Resolution and in Eng. shi according to Annex No. 3 to this Resolution.

Deadline until further notice

- 3 Prague City Hall Department of Project Management of the Prague City Half
  - 20 provide to operation to the Department of the Environment of the Prague Cos Hall in the implementation of point 1 of this Rhisolution

Dead ne 9 July 2021

MUDr. Zdeněk řelb m.p. Mayor of the Capital City of Prague

doc ing arch Petr Havaček mip I Deputy Mayor of the Capital City of Prague

Ing Petr Hibbucek Deputy Mayor Submitted by

Phnt R-39930

Prague City Hall - Department of the Environment of the Prague City Hall implementation

Mayor of the Capital City of Prague Prague City Mall - Department of

Project Management of the Prague City Hall.

Prague City Hall Departments Atte

Page two

# PŘEKLADATELSKÁ DOLOŽKA

Ja. Mgr. Lukáš Utikal, jsem provedl překladatelský ukon jako tlum sčnik jmenovaný podle zákona č. 36.1967 Sb. rozbodnutím předšedy Krajského soudu v Ostravě ze dne 18. zah 2007. č. j. Spr. 3362/07, pro jazyk český a anglický, zapsaný v seznamu soudnieb flumočníků a soudnieb překladatelů v edeném Ministerstvem spravedlnosti ČR, v souladu v § 44 zákona č. 354/2019 Sb., o soudnieb tlumočnících a soudnieb překladatelich

Ukon był zadan organem vefejne moci. - - - pod č.j. - - -K provedeni úkonu jsem přibralch konzultanta - - z duvoda - -Uvodený konzultant posuzoval tyto dilči otázky - - -

Sivizuji, że płekład souhlasi, textem pripojene listiny

I'kon je zapsan v evidenci ukonu pod čislem

V Olomouci, dag-

# TRANSLATOR'S PROVISION

I. Mgr. Luka's Utikal, have conducted the translating operation as a translator appointed under Act 36 1967 Coll. by decision of the Presiding Judge of the Regional Court in Ostrava dated 18 September 2007 under Ref. No. Spr. 3362-07 for the Czech and English language, entered on the list of sworn translators and interpreters maintained by the Ministry of Justice of the Czech Republic, in accordance with Section 44 of Act 354-2019 Coll., on sworn translators and sworn interpreters.

The translating operation was commissioned to me by public authority - under ref no. - -

I have taken on -- - as consultant on the grounds of - in order to address the following partial issues. -- -

I hereby certify that the translation is in agreement with the fext of the attached document.

This translating operation is recorded in my translator's fournal under serial number 2.4.

In Olemona, date

# "Appointment of the New Final Beneficiary as entity entrusted with all activities pertaining to the Prague Energy (PENERGY) project "



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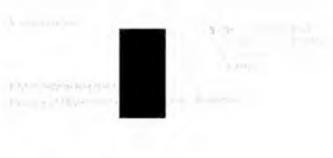
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# Annex B

Annex I of the Contract is deleted and replaced by the following:

# Annex I: Description of the Project Development Services (or Action) and the planned Investment Programme

# 1. Location and Final Beneficiary Details

Location of the Project Development Services

City of Prague, Czech Republic

Description of the Final Beneficiary

Prague, the capital of the Czech Republic, is the largest city of the country and the 13th largest city in the European Union. It is located in the Central Bohemian Region. According to Act No. 347/1997 Coll., the City acts as a separate self-governing unit. It is the seat of a large part of state institutions and a number of other organizations and companies. Currently, the City has about 1.3 million inhabitants and its area is 496 km². The City of Prague directly or indirectly (through its city districts) owns and operates over 6,000 buildings. They mostly serve as public amenities (schools, elderly houses, children and youth centres, administrative buildings, sport halls, swimming pools, etc.)

# Role of the Final Beneficiary in the Investment Programme to be prepared

The City of Prague is the owner of the buildings: The City of Prague has entrusted Prague Renewable Energy Community (PSOE) with, among other things, all activities related to the ELENA Contract and it has authorised Prague Renewable Energy Community to perform all activities pertaining to the Prague Energy (PENERGY) project. PSOE will act as the Final Beneficiary (FB) of the Investment Programme.

The FB will carry out the following main tasks in the Investment Programme:

- Investment Programme set up, management and administration
- Coordination of implementation activities
- Procurement for external services and internal staff
- Project evaluation
- · Acceptance of the Work after the completion of the projects
- Continuous monitoring and control of energy management and sustainability of energy savings
- Promotion activities

# 2. Description of the Project Development Services

Aims and objectives of the Project Development Services and the main justification as to why support is needed

The Project Development Services (PDS) financed by ELENA will provide support to the implementation of the Sustainable Energy Action Plan (SEAP) approved in 2021. The ELENA Prague Energy (PENERGY) project will focus on the energy efficiency refurbishment and the use of renewable energy sources in the building stock owned by the City. Parts of the project will be delivered through Energy Performance Contracting (EPC), the rest being implemented through standard renovation methods.

The implementation of a comprehensive EE renovation of buildings requires complex preparation to achieve the expected results.

The Investment Programme follows the objectives of the Sustainable Energy and Climate Action Plan ("SECAP") of the capital of Prague, which include a list of proposed energy efficiency measures on municipal buildings for the period 2020-2030. ELENA will enable to prepare the planned projects for the years 2021 to 2023. Using ELENA for the project preparation will significantly speed up the renovation process by facilitating a common preparation of this large scale Investment Programme.

The ELENA TA provided will significantly increase the number of energy efficiency investment projects in the buildings owned by the City of Prague. All these projects will be prepared through competent technical external expertise, which is necessary but currently not available within the City administration.

At the same time, the competencies of the implementation team will be increased in the area of preparation and implementation of EE projects using financial instruments and investment grants, thus increasing the absorption capacity of the City of Prague in the effective use of European financial resources for the next budget period. The involved departments will also be able to pass on their experience to municipalities and other entities for project replication.

Without the ELENA support, the City of Prague and PSOE would have a shortage of assistance funds for such an extensive investment program and would have to implement smaller scale energy efficiency projects. There would be a risk that the SECAP targets would not be fulfilled.

Description of the existing or planned structure/organisation of the Project Development Services supporting the preparation of the Investment Programme

PSOE will establish a dedicated ELENA team reporting its director. This core team will be funded by ELENA and its activities will consist exclusively in the coordination and management of the energy efficiency projects preparation and related activities.

Diagram 1: ELENA Team within the Prague City administration

The ELENA Team will be composed of 5 experts: 2 senior experts, 2 junior experts and one coordination, administration and marketing expert. The ELENA Team will be supported by external Consultants, which will provide technical, financial, legal and marketing services.

The ELENA team will cooperate for the management of the PDS and the IP with the following departments of the City administration:

City department	Activities
Environment	SECAP preparation, realization, monitoring
Procurement	The department is responsible for purchase of energy for all buildings owned by the city. Furthermore, the department will cooperate in the preparation of public contracts implemented under ELENA.
European funds	Cooperation in financing of projects supported by ELENA
Asset management	Cooperation in design and EE measures implementation in buildings owned by the City of Prague.
Investment	Cooperation in planning of the projects supported by ELENA.
Health and care  Cooperation on investment priorities in the health care buildings – ho health centres, etc.	
Construction	Supervising of construction standards on energy efficiency.

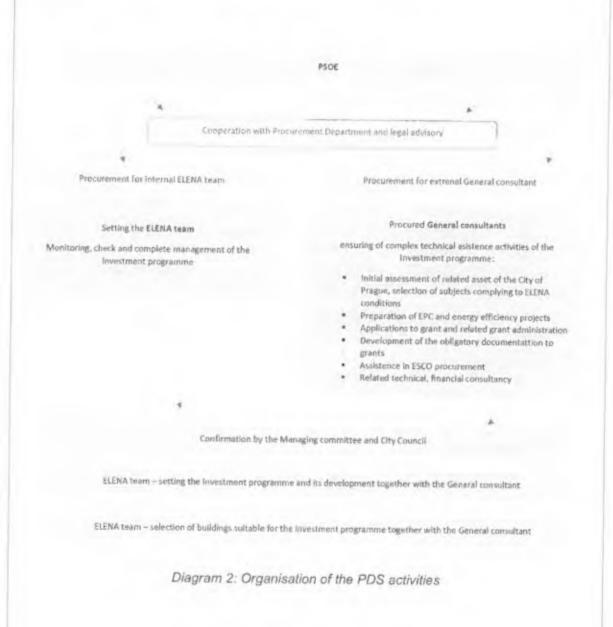
The City council is the highest stage decision-making body in the Capital city of Prague and PSOE (Prague Renewable Energy Community)

The crucial steps within the Investment programme (e.g. procurement of internal staff and external services) will be approved/confirmed by the City Council of Prague.

Approval of the technical individual steps (e.g. selection of the assets that will be a part of the Investment programme, selection of buildings suitable for EE projects, selection of buildings suitable for EPC projects, procurement of ESCO, etc.) will be proposed by PSOE based on the discussion with School and Property Department and approved/confirmed by Energy Manager Department, resp. Managing Committee.

Selection of financing sources for the parts of the Investment project will be approved/confirmed by the City Council of Prague.

The diagram below summarizes the roles and responsibilities regarding the delivery of PDS activities:



Indicative activities included in the Project Development Services and related Eligible Costs (staff costs, services to be subcontracted, etc.) indicating the link between the Project Development Services and the Investment Programme

Estimated total budget for the Action including a detailed budget breakdown according to activities. The ELENA support will be used to co-finance the creation of a dedicated internal ELENA team composed of six members that will be supported by external experts.

Activities to be performed by PSOE's ELENA Team:

The appointed ELENA Team will monitor the management of the IP and the PDS. For the ELENA team, PSOE will employ six staff members: one senior expert who will be the Coordinator of the team, and five specialists who will ensure the smooth implementation of the activities within the energy efficiency projects. The ELENA team activities will consist exclusively of the coordination and management of the energy efficiency projects preparation.

The Head of the ELENA Team will be PSOE's Director. This Senior Project Manager will have a financial background and experience with management of H2020 and other EU-funded projects, as well as significant experience in energy management and practical experience with EPC and EE refurbishment projects.

The Head of the ELENA Team will be full-time dedicated to the ELENA project and will be in charge of the main following tasks:

Management and coordination of PSOE's ELENA team

 Communication across the relating departments of the City of Prague concerning the opportunities related to ELENA

Energy efficiency projects preparation monitoring in all stages of project preparation

 Continuous monitoring of the deadlines, costs, scope and quality of the activities specified in the contract together with external suppliers

Financial management of ELENA costs

- Communication with EIB and reporting, monitoring of the ELENA agreement deadlines
- Administration issues, including contract agreements with external subcontractors

Marketing and promotional activities

- Conducting coordination meetings with external suppliers General Consultant, general contractor, ESCO
- Ensuring smooth cooperation between suppliers ESCO or general contractors and organizations operating the relating buildings

The ELENA Team will also be composed of five junior experts working part time on the ELENA project (50% dedication). They will be hired from existing staff and/or newly hired staff.

The ELENA Team will be composed of the following experts, carrying out the following PDS activities:

2 Energy Specialists:

 Collecting the current technical documentation and related information requested by the General Consultant for part 1 and 2

Participation in preparation stage – selection of suitable buildings for part 1 and 2

Participation in the procurement of the general contractor who will perform the renovations

2 Project Managers:

- Communication with the General Consultant
- Monitoring the deadlines of the grant application, grant agreement, renovation deadlines

Communication with relating departments of the City of Prague

- Participation in coordination meetings with external providers (General Consultant, General Contractor, etc.)
- Participation on the procurement of ESCO
- Preparation of monitoring reports

# 1 Financial Manager:

- Monitoring of costs
- Preparation and monitoring of investment grants for following investments

Preparation of financial reports

Ensuring budget availability for the co-financing part of PDS cost by the PSOE

The total costs for a full-time Project Manager and five experts with a 50% dedication has been estimated at EUR 475,200.

# Activities to be performed by external consultants (subcontractors):

To prepare each component of the Investment Programme, PSOE's ELENA Team will be supported by external service providers: a General Consultant and a Marketing Consultant.

- Preliminary assessment phase: study containing the specification of the selected buildings/areas for part 1 and part 2. The expected workload is 60 person-days for a cost of EUR 25,200.
- Investment Programme part 1 (EE projects in schools):
   Development of the obligatory documents for grant application, processing the grant application, preparation of tender documentation for the procurement of renovation supervisor, for the procurement of technical documentation designer, for procurement of the general contractor (implementer of the project).
- The total cost is estimated at EUR 1,041,600 corresponding to 2,855 expert days.
   Investment Programme Part 2 (EPC contracts):
   Development of the initial analysis of suitability for EPC projects, development of the tender documentation for ESCO procurement, assistance within the procurement process according to applicable procurement rules, contract preparation, awarding procedure.
   The total cost is estimated at EUR 348,600 corresponding to 830 expert days.
- Development of marketing and promotion study on ELENA activities: 48 expert days for a budget of EUR 20,000.

# Preliminary assessment phase

The first necessary step is to select the schools and public buildings suitable for the Investment Programme. The General Consultant hired by PSOE will provide such a selection based on the planning in the SECAP of Prague and existing technical documentation of the buildings and priorities of the City of Prague. The initial selection contains around 1,500 buildings.

The activity is a desk top analysis containing the specification of selected buildings/areas and its division into two main groups:

- First group (part 1): buildings/premises which are not suitable for energy efficiency project defined by single measures or combination of measures and PV installation. The project part 1 will be implemented by General Contractors procured by public procurement.
- Second group (part 2): buildings/premises suitable for complex renovation through EPC, which will be implemented by ESCOs. The Consultant will pre-select approx. 200 buildings/premises suitable for EPC contracting.

Technical assistance activity	Investment component being supported	Expected Person- days	Daily rates	Amount In EUR
Preparation Stage	All IP	60	420	25,200

# Development activities related to Investment Programme part 1 (EE projects in schools)

The renovation will be performed in approx. 40 school premises and 80 buildings. The preparatory works for the project implementation to be supported by ELENA consist of following activities:

Activity	Description
(1a) Development of the obligatory documents for grant application	Energy assessment/energy audit according to the applicable regulation(§ 9a Article 1 letter e) the Act 406/2000 Coll), which includes:  Onsite inspection  Description of the initial state of energy management of buildings consisting of: main affected activities, description of the technology, overview plan, energy inputs for the last 3 years (from invoices), own energy sources, internal energy distribution network, important energy appliances, thermal characteristics of the building, existing system of energy management  Assessment of the initial state of energy management consisting of energy performance, energy sources, energy distribution networks important energy appliances, thermal characteristics of the building, existing system of energy management, eligibility of each energy saving measure with OPE  Annual energy balance of initial state in a defined table  Recommendations of the energy auditor: description of the assessed proposal, annual energy savings after the project realization, calculation of costs for project realization, average annual operational costs after the realization  Adjusted annual energy balance after renovation  Proposal for energy management after renovation  The energy label of building envelope after refurbishment – energy class (minimum C) – according to the grant eligibility
(1b) Development of the obligatory documents for grant application	Energy efficiency technical design study, including:  Estimated bill of quantities for each energy efficiency measure  Technical report for each energy efficiency measure  Technical drawings for each energy efficiency measure  Statements from related authorities (e.g. heritage authority, building permit if necessary)  All these studies are mandatory for grant applications.
(1c) Processing the grant application	Collecting of all obligatory administration documents Assessment of the Prague Heritage Department Consultancy with the final beneficiary Uploading all Part of the application to web application system Administration of submitted application till receiving of the grant agreement
(1d) Tender documentation (technical design)	<ul> <li>Preparation of the tender documents to procure the Consultant preparing the technical design documentation of the building renovation project (necessary for the construction permit)</li> </ul>
(1e) Technical documentation (design and building permit)	<ul> <li>Development of the technical documentation by the hired Consultant in order to obtain the building permit (80 buildings)</li> </ul>
(1f) Tender documentation (building renovation supervisor)	Development of the tender documentation of a technical supervisor of the building renovation – obligatory step before the project installation.
(1g) Tender documentation for procurement of the general contractor	Development of the technical documentation for procurement of the general contractors specified for each project

Technical assistance activity	Investment component being supported	Deliverables	Expected Person-days	Daily	Amount (in EUR)
(1a) energy assessment		40 energy assessments	520 (40*13)	420	218,400
(1b) Preparation of the obligatory documents for grant application		40 design studies	600 (40*15)	420	252,000
(1c) grant applications preparation		40 grant applications	160 (40*4)	420	67,200
(1d) tender documents preparation (design)	Part 1	5 tender documentation	50 (5*10)	420	21,000
(1e) preparation of the design documents		40 technical documentation (design) required by funding programmes	1 000 (40*25)	420	420,000
(1f) tender documents preparation (supervisor)		5 tender documentation	50 (10*5)	420	21,000
(1g) tender documents preparation (general contractor)		5 tender documentation	100 (5*20)	420	42,000
Total			2,480	420	1,041,600

# Development activities related to Investment Programme Part 2 (EPC in public buildings)

From the 200 buildings initially pre-selected, only 60 will be selected for part 2 of the IP.

These 60 buildings are expected to be bundled into 5 EPC contracts.

The preparatory works for the project implementation to be supported by ELENA consist of following activities:

Activity	Description
(2a) Development of Initial analysis of suitability for EPC renovation	<ul> <li>Onsite inspection in each building of the supposed EPC project</li> <li>Basic description of each building construction - structure, basic parameters</li> <li>Technical description for each building - heating source, heating system, cooling, hot water preparation, airconditioning, lighting, operation</li> <li>Energy consumption - electricity, heat, gas, other energy forms, water, operational and maintenance costs, Initial annual energy balance</li> <li>Proposal of energy savings measures - construction measures, technological measures</li> <li>expected energy and costs savings, investment costs, cost for each energy savings realization, eligibility/non-eligibility of each energy saving measure with OP E (only for subsidized projects), eligible/non-eligible investment costs, assessment of the amount of subsidy (only for subsidized projects), payback period of each energy efficiency measure - with or without subsidy</li> <li>Recommendation/non-recommendation of EPC project (criteria usually 10 years of payback and repayment the complete investment from the savings)</li> </ul>
(2b) Development of the tender documentation for ESCO procurement	Development and completion of documentation for the tender procedure based on Initial analysis of suitability for EPC renovation and initial energy assessment     Professional qualification     Basic qualification     Economical qualification     The procurement steps prescribes by the procurement Act
(2c) Assistance in public procurement for EPC provider (ESCO) - 1 per each EPC project	Complex procedure according to the Public procurement accinvolves:  Organization of procurement procedure — negotiation procedure with a public announcement in line with the Public Procurement Act - 134/2016 Coll. §60 including:  Evaluation of bids and multiple negotiation meeting with bidder  Assistance in on-site inspection for EPC providers  Technical, financial advisory during the preliminary bids negotiations  Technical assistance (EPC projects facilitation) to a public contractor—the technical awarding procedure  Contract formulation together with awarded EPC provider

Technical assistance activity	Investment component being supported	Deliverables	Expected Person- days	Daily rates	Amount
					In EUR
(2a) initial analysis of suitability for EPC		5 initial analysis	305 (5*61)	420	128,100
(2b) tender documentation for ESCO procurement	Part 2	5 tender documentation	150 (5*30)	420	63,000
(2c) Procurement support for the award of ESCO contracts		5 assistance	375 (75*5)	420	157,500
Total	830	420	348,600		

To perform the above tasks, the team of experts of the selected Consultant is expected to include:

- One expert for grant administration with a university degree in technical and economic sciences, 3 years experience in ERDF grant applications and submission
- Five certified energy specialists with a technical university degree, with at least 5 years experience in energy audits, energy assessments development, 2 of them with experience in development of EPC projects preparation
- One expert procurement expert with technical or law university degree, with 3 years of experience in EPC procurement according to Act on Public Procurement
- One expert in building construction design with a university degree on civil engineering and 5 years of professional experience

# Marketing activities

The development of marketing and promotion of ELENA activities will be addressed to contributory organizations of the City of Prague and all project's stakeholders (building managers, etc.), focused on communicating of specific energy efficiency projects and EPC projects being supported by ELENA.

Technical assistance activity	Investment component being supported	Expected Person-days	Daily rates	Amount in EUR
Marketing	All IP	48	420	20,160 (rounded to 20,000)

Indicative implementation timetable for the Project Development Services, indicating the link between the Project Development Services and the Investment Programme

The Final Beneficiary plans to implement the PDS activities according to the following milestones:

Milestones	PDS activity	PDS deliverables		
At Project start	Launch of the tender for the procurement of General Consultancy services	Tender notice		
One month after project start	External staff hired/ Internal staff appointed to the ELENA project with official decision	Appointment of PSOE's ELENA Team		
4 months after project start	Award of the General Consultancy contract	Consultancy contract signed		
Planned to be achieved after 12 months	PREPARATION STAGE of the Investment Programme • Preliminary study containing the selection of the building stock and its division for EPC and non-EPC projects PART 1 • energy assessment • technical design study • grant application PART 2 • Initial analysis for EPC suitability	1 preliminary study 40 energy assessments 40 technical design studies 40 grant application applied 5 initial analysis		
Planned to be achieved after 24 months	PART 1  • tender documentations published  • technical documentation design for construction permit  PART 2  • Tender documentation for ESCO published  • Assistance in procurement	5 tender documentation for technical study 5 tender documentation for the supervisor 40 designs of technical documentation for construction permit  3 tender documentation for ESCO published and procurement assistance		
	PART 1  Tender documentation  contract signature	3 awarded ESCO  5 tender documentation for EE renovation implementer 5 contract signatures with 5 project implementers		
Planned to be achieved after 36 months	PART 2  Tender documentation for ESCO published  Assistance in procurement for ESCO	2 tender documentation for ESCO published and procurement assistance 2 awarded ESCO		

Intended procurement procedure for hiring new staff or purchasing external expert services (needs to be compliant with Article II.7)

All procurement procedure will be managed according to the 134/2016 Coll. Public procurement act. The economic profitability combined with strictly set qualification criteria requirements will be requested to ensure the quality of the external expert services chosen.

Technical assistance activity	Type of tendering	Expected number of tenders	Time frame	Estimated size EUR
1 or 2 General Consultant for projects preparation – initial assessment of the building stock, Initial analysis for suitability for EPC projects, preliminary energy assessment, grant consultancy, Tender documentation for procurement of ESCO, assistance in procurement and contracting of ESCO	Open public tender with the framework agreement according to the Act No. 134/2016 Coll.	1	4 months after the EIB ELENA and PSOE contract conclusion	Approx. 995,400
Marketing Consultant Development and implementation of promotional and dissemination strategy of projects supported by ELENA	Open public tender according to the Act No. 134/2016 Coll. – small scale	1	4 - 6 months after the EIB ELENA and PSOE contract conclusion	Approx. 20,000
Design documentation (Part 1)	Open public tender with the framework agreement according to the Act No. 134/2016 Coll.	1	Estimated 18 months after project start	Approx. 420,000

Final Beneficiary's commitment to facilitate dissemination of experiences and results (see Article II.5)

The FB will disseminate the experience and results through the following actions and target groups:

- Web Portal of the PSOE: Information on the use of the ELENA financing will be published on the official website of the PSOE
- Coordination meetings: information on ELENA PENERGY project will be shared by all
  participating organizations of the City of Prague within the framework of coordination
  workshops for the preparation and implementation of the project. This will also target other
  contributory organizations of the City of Prague.
- Assembly and Council of the Central Bohemian Region, Committees and the Commission: Information will be shared with members of the Council, Committees and the City of Prague departments and representatives.
- Press releases: information on the use of ELENA grant will be published in an open media space through press releases targeting citizens, institutions, organizations, etc.
- Information on the use of the ELENA grant will be shared with other cities within the framework of the Association of towns and municipalities, as well as through the Association of Energy Managers of towns and municipalities in Czech Republic.

# 3. Presentation of Investment Programme

Location (s) where the planned Investment Programme will materialise

City of Prague, Czech Republic

Description of the planned Investment Programme

The proposed Investment Programme consists in the improvement of the energy performance of buildings and the utilization of local renewable energy sources (PV panels integrated to the buildings) in 140 buildings owned by the City of Prague. The current building stock comprises about 1,500 buildings, according to the SECAP. The selection of the buildings for the IP will be carried out by external consultants supported by ELENA. The IP will be divided into two components.

Part 1: EE renovation projects in schools:

This first component includes the EE refurbishment of approx. 40 school premises (about 80 buildings in total). The buildings included in part 1 are not suitable for renovation by EPC methodology because the pay-back of investments is too high (generally more than 10 years) and the investments cannot be financed through the savings. The renovation will be co-financed by the EU structural Funds under the OPE or by the Modernisation Fund and equity. The co-financing for the energy efficiency refurbishment requires at least 25% on energy savings to be achieved and to reach a minimum energy class C for the buildings after the renovation.

The exact measures to be implemented will be determined by the energy audits and will include the following measures: envelope insulation, windows replacement, HVAC renovation, lighting replacement, PV panels installation.

Part 2: EE renovation of public buildings through Energy Performance Contracting (EPC) model: The list of buildings preselected for EPC initial feasibility study will include all types of public buildings such as schools, sport facilities, social facilities and cultural facilities. It is expected that after the development of the initial feasibility EPC study approx. 60 buildings suitable for EPC will be selected and divided into 5 bundles for 5 EPC projects. The investment will be co-financed by third Party financing (ESCO) together with own sources. The tendered EPC provider (ESCO) will perform the energy efficiency renovation in the form of EPC project.

# Technical details for part 1:

Energy Efficient	cy in buildings	Details or Value
For representat	ive building, where availabl	e – a school
	Floor Area to be retrofitted [m²]	5 000
Characteristics	Specific energy consumption before [kWh/(m²a)]	156
	Specific energy consumption expected after [kWh/(m²a)]	84
	Energy class of building before	D, F- depending on the building
	Energy class of building expected after	A - C , where C is the worse option accepted by OPE/MOF grant
Proposed measure	Type of proposed measure	Combination of measures – PV, HVAC replacement, lighting replacement, envelope insulation, windows exchange, , other – on the basis of feasibility studies/energy audits

Summary of bu	ildings						
Characteristics	Total number of buildings to be retrofitted	40 school premises (approx. 80 buildings)					
Characteristics	Total Floor Area retrofitted [m²]	200 000					
Energy consumption	Breakdown of energy consumption by energy use in the buildings (e.g. heating, cooling, lighting, domestic hot water, etc.) Before project	Heating	Cooling	Lighting	Hot water	Appliances	Other
	implementation [%]	76,9%	0,0	10,1%	8,8%	n/a	4,1%
	Before project implementation [MWh]	600	0	79	69	n/a	32
	After project implementation [%]	59,7	9,4%	8,8%	13,1%	n/a	9,1%
	After project implementation [MWh]	250	39	37	55	n/a	38
Describe each proposed measure	Envelope insulation	required value: External walls (U≤0.3 W/(m2K)), roof (U≤ W/(m2K)), external doors (U≤1.7 W/(m2K))  recommended value: External walls (for heavy construction U≤0.25 W/(m2K) and for light construction U≤0.2 W/(m2K) roof (U≤0.16 W/(m2K)), external doors (U≤1.2 W/(m2K)) insulation using mineral wool and polystyrene, completion requirements heat transfer coefficient defined by decree 73 0540-2:2011				onstruction 2 W/(m2K)), //(m2K)) ompletion of	
	Windows	(U≤1.5 W	(m2K)) nded valu	e: Replace			

PV in buildings		Details or Value
	Number and Type of PV panels	40 monocrystalline and polycrystalline PV panels
Characteristics	Surface of PV panels installed [m²]	3 243
	Total expected capacity [kWp]	600
Energy output	Specific energy output expected [kWh/kWp]	450 000 / 600 kWh/kWp = 750 h -minimal value eligible for the OPE grant

Replacement of	HVAC systems in buildings*	Details or Value
	Number, type and efficiency of new HVAC systems	25 buildings, heating 85 kWh/m2, air conditioning (selected spaces out of summer 55 kWh/m2)
Characteristics	Number, type and efficiency of old HVAC systems	25 buildings, heating 120 kW/m2 Assumption: 70% of district heating supply, 30% of natural gas boilers
	Total expected new capacity [kW]	14 261

Replacement of	lighting systems in buildings	Details or Value	
	Number, type and efficiency of new lighting systems	32 schools, LED, 8 W.m <sup>-2</sup>	
Characteristics	Number, type and efficiency of old lighting systems	32 schools, fluorescent lamps, 15 W.m <sup>-2</sup>	
	Total expected new capacity [kW]	1 280	

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Energy Efficie	Details or Value								
For representa	ative building, where available								
	Floor Area to be retrofitted [m²]	6 500							
	Specific energy consumption before [kWh/(m²a)]	217							
Characteristics	Specific energy consumption expected after [kWh/(m²a)]	163							
	Energy class of building before	D-E							
	Energy class of building expected after	B-C							
Proposed measure	Type of proposed measure						lighting ter) and		
Summary of b	uildings								
Characteristics	Total number of buildings to be retrofitted	60 buildings							
	Total Floor Area retrofitted [m²]	390 000							
Energy consumption	Breakdown of energy consumption by energy use in the buildings (e.g. heating, cooling, lighting, domestic hot water, etc.) [MWh/%]	Heating	Cooling	Lighting	Hot water	Appliances	Other		
	Before implementation [%]	69,1%	6,3%	11,2%	4.6%	n/a	8,9%		
	Before implementation [MWh]	975	89	158	65	n/a	125		
	After implementation [%]	70,4%	7.1%	7.4%	5.2%	n/a	9.9%		
	After implementation [MWh]	748	76	79	55	n/a	105		

PV in buildings		Details or Value		
	Number and Type of PV panels	60 buildings, 2 700 pieces monocrystalline and polycrystalline F panels		
Characteristics	Surface of PV panels installed [m²]	3 243		
	Total expected capacity [kWp]	600 (average install capacity 10 kWe/building)		
Energy output	Specific energy output expected [kWh/kWp]	510 000 / 600 kWh/kWp = 850h		

Replacement of	HVAC systems in buildings	Details or Value	
Characteristics	Number, type and efficiency of new HVAC systems	25 buildings, example: Heating 115 kW/m2, air conditioning (selected spaces incl. summer) 106 kWh/m2	
Characteristics	Number, type and efficiency of old HVAC systems	25 buildings, Heating 150 kW/m2, air conditioning (selected spaces incl. summer ) 125 kWh/m2	
	Total expected new capacity [kW]	15 568	

Replacement of	lighting systems in buildings	Details or Value
	Number, type and efficiency of new lighting systems	35 buildings, LED, 8 W.m <sup>-2</sup>
Characteristics	Number, type and efficiency of old lighting systems	35 buildings, fluorescent lamps, 18 W.m-2
	Total expected new capacity [kW]	2 048

# Description of the approach to implement the Investment Programme

The Investment Programme is structured in line with the plan for renovation introduced in the SECAP developed for the City of Prague. It consists of two parts, according to the type of financing of the investment:

- Part 1 (EE investments in schools): the energy efficiency projects will be executed through standard renovation methods because the expected payback for the EE measures to be implemented is not suitable for EPC contracting. The renovation project will be implemented by a construction company.
- Part 2: the EE projects in public buildings will be performed through EPC contracting, with the ESCOs being responsible for the implementation of the EE investments.

The two investment components will be performed simultaneously.

Intended procurement procedure for components of the Investment Programme

The procurement will be carried out in line with the Public Procurement Act - 134/2016 Coll. §60.

- Low scale procurement for construction works less than CZK 6 000 000 (EUR 240 000)
- Below the procurement threshold for construction works from CZK 6 000 000 to CZK 142 668 000 (EUR 240 000 EUR 5.7m)
- Above the procurement threshold for construction works above CZK 142 668 000 (EUR 5.7m)

Service or Works to be procured	Type of tendering	Expected number of tenders	Time frame	Estimated size
Technical supervising of the EE project implementation	Open public tender according to the Act No. 134/2016 Coll.	5	12 months after the EIB ELENA and PSOE's contract conclusion	Approx. EUR 50 000 EUR 10 000 per tender
General contractors of EE projects (implementer)	Open public tender according to the Act No. 134/2016 Coll.	5	36 months after the EIB ELENA and PSOE's contract conclusion	Approx. EUR 42 300 000 EUR 8 460 000 pe tender
EPC providers (ESCO) for implementation of EPC projects	Negotiating public procurement with publishing (above the threshold procurement) according to the Act No. 134/2016 Coll.	5	24-36 months after the EIB ELENA and PSOE's contract conclusion	Approx. EUR 7 700 000 EUR 1 540 000 per tender

Expected results in terms of increase in energy efficiency, decrease in energy consumption, renewable energy production and reduction of greenhouse gas emissions

The full implementation of the Investment Programme will result in the following benefits:

- Energy Efficiency Annual total energy saved 36 GWh representing a reduction of 31 % compared to the baseline.
- Renewable Energy Annual total 1 GWh RE electricity generation.
- CO<sub>2</sub> reductions Annual total reductions of 12,600 CO<sub>2</sub> eq t representing a reduction of 31% compared to the baseline.

Physical impacts			En	ergy		CO <sub>2</sub> emissions			
	1	Before	After	Delta	Savings	CO <sub>2</sub> emission factor	Before	After	Reduction
	i	n GWh	in GWh	in GWh	in %	t CO <sub>2</sub> /GWh	in t	int	in t
Energy san	ving	18							
Sub-total		116	80	36	31%	536 (electricity) 202 (Natural Gas) 315 (DH)	40.123	28.031	12,092
RES gener	atio	n							12,002
RES Electricity			1			536	536		536
Sub- total			1			-	536		536
TOTAL			+				40,659	28,031	12,628
							COzsa	vings	31%

# Expected other relevant results

Jobs retained or created - 415 equivalent FTE (calculated according to EIB methodology)

# Expected overall investment costs

Over the next three years and with the support of the ELENA TA, the City of Prague intends to initiate investments of up to EUR 50m.

The expected investments under this Investment Programme are:

Investment component	Total Investment cost (EUR)	% of total investment cost	Simple payback period	
Part 1: EE in schools	42,300,000	84.60%	20 to 30 years	
Part 2: EPC in public buildings	7,700,000.00	15.40%	less than 10 years	
Total	50,000,000	100%		

# Preliminary financing plan for the Investment Programme

### Part 1:

Projects are expected to be financed through national funds from the Modernisation Funds and if still eligible ESIF funds. The remaining will be financed through the City budget (equity).

The funding rules for the Modernization Fund are under preparation. The eligibility criteria are expected to be similar to the OPE. The Modernization Fund could start operating by 2022 at the latest. The implementation of the Modernization Fund rules allow that such financing is combined with future EU financing.

### Part 2

The investments will be financed by the ESCOs and through the City's budget. As reference the City has an average investment budget of around EUR 600m per year.

The table below summarizes the envisaged financing plan:

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	Total Investment cost	Investment costs financed by ESIF <sup>[3]</sup>	Investment costs financed by equity <sup>(19)</sup>	Investment costs financed by debt <sup>(1)</sup>	European Funds for Structural Investment (EFSI) or InvestEU <sup>[N2]</sup>	Investment costs financed by ESCO/EPC <sup>[13]</sup>	Investment costs financed by 3" party financing <sup>H-Q</sup>	Investment costs financed by other grants/subsidies/tax rebates <sup>(1:8)</sup>	Investment costs financed by other energy supplier obligations <sup>(19)</sup>
	(EUR)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)
Part 1	42.3 m	40-45 (*)	55-60						
Part 2	7.7 m		5-15			85-95			

(† Investment grants from Modernisation Fund (and if still eligible ESIF)("Other grants")

[9] Financing provided by ESIF

[10] Own financing sources
[11] Financing provided by banks and other financial institutions (shall exclude the financing included in the following footnote)

[12] Financing provided by the EIB under EFSI or InvestEU

Financing provided by ESCOs

[14] Financing provided by other third parties than ESCOs, banks or financial institutions (e.g. crowdfunding)

Financing provided by national support schemes, namely grants, subsidies and tax rebates

Financing provided by energy efficiency obligations, as described in the Energy Efficiency Directive

Modernization fund (managed by EIB) – sub programme ENERGov Energy efficiency in public buildings, RES+, source European emissions allowances <a href="https://www.sfzp.cz/dotace-a-puicky/modernizacni-fond/">https://www.sfzp.cz/dotace-a-puicky/modernizacni-fond/</a>

Preliminary implementation timetable for the Investment Programme

# Part 1: EE renovation project in schools

Selected schools will be renovated through traditional construction contracts and using investment grants. It is expected that energy renovation project preparation supported by the grant (OPE) and/or Modernisation Fund will take approx. 20 months. The ELENA support will be concluded by the contract signed between the Final Beneficiary and the tendered general contractor who will implement the EE renovation project.

The workflow of the Investment Programme part 1 is as follows:



# Part 2: EPC projects in public buildings

The EPC projects preparation is expected to take around 18-19 months until the ESCOs are awarded.

The workflow of the Investment Programme part 2 is as follows:



The table below shows the investment volumes for the tenders to be published each year during the ELENA project duration:

Milestones	Investment component In unit numbers	Investment costs (EUR)	Construction and EPC tenders
Planned to be achieved after 12 months	40 EE projects in schools - preparation 5 EPC projects - preparation	0	
Planned to be achieved after 24 months	40 EE projects in schools - preparation 3 EPC tender launched/2 EPC tender in preparation	4,620,000	Part 2: Launch of 3 EPC tender after 24 months
Planned to be achieved after 36 months	PART 1 (40 schools and 80 buildings) PART 2 (5 bundles- 60 buildings) EPC tenders	45,380,000	Launch of construction tender for Part 1 after 30 months  Part 2: Launch of 2 ESCO tenders after 36 months

# 4. Overview table: Milestones presentation for measuring attainment of the leverage factor

Reporting time (end of year)	Estimated budget Project Developm	Estimated budget Project Development Services	vices	Milestones for Investment Programme implementation (indicate here the Part of the total Investment Programme which is planned to be launched at the indicated reporting time)	nme implementa Investment Prog t the indicated re	tion ramme sporting time)				Cumulative Leverage factor
	Staff	External experts / subcontracts	Annual Sub-total	Short description of area, technologies concerned <sup>a</sup>	Identification of investor <sup>b</sup>	Estimated total costs (of energy saving investment measures)	Estimated annual final energy saved for EE projects <sup>c</sup>	Estimated annual final energy production by RES 6	Estimated annual reduction of CO <sub>2</sub> eq	(Estimated total costs) / (0.9 x Annual Sub-total)
	[in EUR]	[in EUR]	[in EUR]			[in EUR]	[in GWh]	[in GWh]	[in t]	
Year 1	158,400	700,900	859,300	Renovation of buildings consisting of: envelop insulation, windows replacement, lighting replacement, PV installation, HVAC system installation/replacement	The City of Prague	0	0	0	0	0
Year 2	158,400	604,300	762,700	Renovation of buildings consisting of: envelop insulation, windows replacement, lighting replacement, PV installation, HVAC system installation/replacement	The City of Prague	4,260,000	ю	0	1,074	6
Year 3	158,400	130,200	288,600	Renovation of buildings consisting of: envelop insulation, windows replacement, lighting replacement, PV installation, HVAC system installation/replacement	The City of Prague	42,300,000	36	-	12,600	59
TOTALS	475,200	1,435,400	1,910,600			50,000,000	36	-	12,600	29
Interim report (month 18)	237,600	1,003,050	1,240,650			0	0	0	0	0

Specifying which main area concerned (i.e. EE, RES, transport or urban infrastructure) and which technology(les)/measure(s) implemented indicate the final investor, the one who will order the work to be carried out indicate the main type of energy saved or produced (thermal or electrical)

Total of estimated budget should be the same as in budget table or in investment Programme presentation

Addendum No. 1 to Contract ELENA-2019-148

# Annex C

Section 1 of Annex IV of the Contract is deleted and replaced by the following:

"1. Dispatch of information and reporting obligations: designation of the person responsible"

The information and reports to be sent as presented below has to be sent to the Bank under the responsibility of the person mentioned in Article I.8. In addition, the following contact person will be in copy of every exchange between the Parties, for administrative purposes:

Company	Prague Renewable Energy Community
Contact person	Mr. Jaroslav Klusák
Title	Director
Address	Mariánské náměsti 159/4, 110 00 Praha 1, Czech Republic
Phone	
Email	

The Final Beneficiary shall inform the EIB immediately in case of any change in this contact person.