**Amendment No. 1 to the Partnership Agreement - Contract**

Turbulent-resolving urban modeling of air quality and thermal comfort

(TA CR: TO01000219)

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| **Ústav informatiky AV ČR, v. v. i. (Institute of Computer Science, Czech Academy of Sciences)** |
| having its registered office at: | Pod Vodárenskou věží 271/2, 182 00 Praha 8 |
| Governing Body: | doc. Ing. Petr Cintula, Ph.D., Director |
| Company Number: | 67985807 |
| Taxpayer Identification Number: | CZ67985807 |
| Bank Details:  | Česká národní banka (Czech National Bank) |
| Account Number: | xx-xxxxxxxx/xxxx |
| Contact Persons: | Principal Investigator: xxxxxxxxxxxxxxxxxxxxxxxx. |
| hereinafter referred to as “**ICS CAS**” or the “**Project Promoter**”)and |
| **Nansen Environmental and Remote Sensing Centre** |
| having its registered office at: | Jahnebakken 3, 5007 Bergen, Norway |
| Governing Body: | Tore Furevik, Managing Director |
| Company Number: | 943432449 |
| Taxpayer Identification Number: | NO943432449 |
| Bank Details: | Handelsbanken AS |
| Account Number: | Xxxx xx xxxxx / IBANxxxxxxxxxxxxxxxx |
| Contact Persons: | Investigator: xxxxxxxxxxxxxxxxx |
| hereinafter referred to as “**NERSC**” or the “**Project Partner**” |
| and |
| **ATEM – Ateliér ekologických modelů, s. r. o. (ATEM – Studio of Ecological Models)** |
| having its registered office at: | Roztylská 1860/1, 148 00 Praha |
| Governing Body: | Mgr. Jan Karel, Managing Director |
| Company Number: | 27181278 |
| Taxpayer Identification Number: | CZ27181278 |
| Bank Details: | Česká spořitelna, a. s. |
| Account Number: | xxxxxxxxxxxxxx/xxxx |
| Contact Persons: | Investigator: xxxxxxxxxxxxx |
| hereinafter referred to as “**ATEM**” or the “**Project Partner**” |
| and |
| **Český hydrometeorologický ústav (Czech Hydrometeorological Institute)** |
| having its registered office at: | Na Šabatce 2050/17, 143 00 Praha 4 |
| Governing Body: | Mgr. Mark Rieder, Director |
| Company Number: | 00020699 |
| Taxpayer Identification Number: | CZ00020699 |
| Bank Details: | Česká národní banka (Czech National Bank) |
| Account Number: | xxxxxx/xxxx |
| Contact Persons: | Investigator: xxxxxxxxxxxxxxxx |
| hereinafter referred to as “**CHMI**” or the “**Project Partner**” |
| and |
| **Univerzita Karlova (Charles University)** |
| having its registered office at: | Ovocný trh 560/5, 116 36 Praha 1, Faculty of Mathematics and Physics, Ke Karlovu 2027/3, 121 16 Praha 2 |
| Governing Body: | doc. RNDr. Mirko Rokyta, CSc., Dean of the Faculty of Mathematics and Physics |
| Company Number: | 00216208 |
| Taxpayer Identification Number: | CZ00216208 |
| Bank Details: | Komerční banka, Praha 1 |
| Account Number: | xxxxxxxxx/ xxxx |
| Contact Persons: | Investigator: xxxxxxxxxxxxxxxxx. |
| hereinafter referred to as “**CUNI**” or the “**Project Partner**” |

(hereinafter collectively referred to as the “**Contracting Parties**”)

(NERSC, ATEM, CHMI and CUNI are hereinafter collectively referred to as “**Project Partners**”)

have entered into, according to Section 1746(2) of Act No. 89/2012 Sb., the Civil Code, as amended (hereinafter referred to as" OZ"), and Act No. 130/2002 Sb. on aid for research and development from public funds, as amended (hereinafter referred to as "ZPW"), this Amendment No. 1 to the Partnership Agreement (hereinafter referred to as “**Amendment No. 1**”) worded as follows:

1. **Preamble**
	1. The project is project no. **TO01000219**, entitled ***Modelování kvality ovzduší a tepelného komfortu s rozlišenou turbulencí v městském prostředí (Turbulent-resolving urban modeling of air quality and thermal comfort)*** (hereinafter referred to as the “**Project**”).

* 1. The Project is supported by Technologická agentura České republiky (Technology Agency of the Czech Republic - hereinafter referred to as “**TA CR**” or the “**Programme Operator**”) as part of the 1st Call for Proposals of the KAPPA funding programme for applied research, experimental development and innovation, and is evaluated in accordance with the legal framework of EEA and Norway Grants 2014-2021 and with Section 21 ZPVV. The Project specified above was approved in Ruling on the Result of Public Tender TACR/297-5/2020 of 16.10.2020.
	2. The Contracting Parties declare that on 20.01.2021 the Project Contract No. 2020TO01000219 (hereinafter referred to as the "**Project Contract**") was concluded between the Programme Operator and the Project Promoter.
	3. The Contracting Parties further declare that on 05.01.2021 the Partnership Agreement (hereinafter referred to as the "**Contract**"), its purpose is specified in Article II (1) of the Contract, which is still in force to date, was concluded between the Programme Promoter and the Project Partners.
	4. The Contracting Parties reconfirm that the Project is delineated by:
		+ 1. Project Contract No. 2020TO01000219;
			2. the terms and conditions of the provision of aid in the KAPPA programme, which constitutes Annex 1 to the Contract and an inseparable part thereof (hereinafter referred to as the “**KAPPA Terms and Conditions**”);
			3. the Key Project Parameters of the implementation of the Project, which constitute an annex to the Project Contract, and the approved Project proposal in accordance with Section 9(2) ZPVV, and which constitute Annex 2 to the Contract and an inseparable part thereof (hereinafter referred to as the “**Key Project Parameters**”);
			4. the relevant parts of the approved Project proposal, approved by the Programme Operator, including annexes, which are referred to in this Contract (hereinafter referred to as the “**Approved Project Proposal**”);
			5. any amendments, modification, and supplementations to the documents specified above, if provably reported to the Project Partners by ICS CAS;

(hereinafter referred to as the “**Project submission**”).

* 1. Project Promoter and Programme Operator have agreed to amend the Project and therefore to supplement and amend the Project Contract, wherefore on 12.10.2023 the Project Promoter and Programme Operator concluded an Amendment to the Project Contract, which was received by the Project Partners from the Project Promoter at a time prior to the conclusion of this Amendment; the Amendment to the Project Contract became effective on the date of its publication in the Register of Contracts, i.e. on 16.10.2023 (hereinafter referred to as the “**Amendment to the Project Contract**”).
	2. Article 2 (The amount of provided grant and of eligible project costs), (1), (2) and (3) of the Project Contract has been amended by the Amendment to the Project Contract, extending the duration of the Project until 30.4.2024 and replacing the content of the Key Project Parameters which constitute an annex and the approved Project proposal in accordance with Section 9(2) ZPVV with effect as of the date of publication of the Amendment to the Project Contract in the Register of Contracts, i.e. 16.10.2023. The Key Project Parameters, which are an integral part of the Amendment to the Project Contract, are hereinafter referred to in this Amendment as the "**New Version of the Key Project Parameters**".
	3. In respect of the conclusion of an Amendment to the Project Contract, the Contracting Parties have agreed to amend the terms of the contractual relationship established by the Contract and, therefore, enter into this Amendment No. 1.
1. **Change of contractual arrangements**
	1. In the light of the changes to the Project Contract resulting from the conclusion of the Amendment to the Project Contract, the Contracting Parties amend the Contract by replacing the existing version of the Contract with the Contract as amended by Amendment No. 1, while at the same time changing the content of the existing version of the Key Project Parameters to the wording corresponding to the New Version of the Key Project Parameters (the New Version of the Key Project Parameters replaces the original Annex No. 2 of the Contract and becomes an integral part thereof.
	2. With reference to Article II. (1) of this Amendment No. 1, Article I. Project (3) of the Contract shall be amended on the date of entry into force of this Amendment No. 1 to read as follows:

„*3. The Project is delineated by:*

* + - 1. *Project Contract No. 2020TO01000219 as amended by the Amendment to the Project Contract No. 2020TO01000219/1 concluded on 12.10.2023 (hereinafter referred to as the “****Project Contract****”);*
			2. *the terms and conditions of the provision of aid in the KAPPA programme, which constitutes Annex 1 to this Contract and an inseparable part thereof (hereinafter referred to as the “****KAPPA Terms and Conditions****”).*
			3. *the Key Project Parameters of the implementation of the Project, which constitute an annex to the Amendment to the Project Contract No. 2020TO01000219 concluded on 12.10.2023, and the approved Project proposal in accordance with Section 9(2) ZPVV, and which constitute Annex 2 to this Contract and an inseparable part thereof (hereinafter referred to as the “****Key Project Parameters****”);*
			4. *the relevant parts of the approved Project proposal, approved by the Programme Operator, including annexes, which are referred to in this Contract (hereinafter referred to as the “****Approved Project Proposal****”);*
			5. *any amendments, modification, and supplementations to the documents specified above, if provably reported to the Project Partners by ICS CAS.*

*(hereinafter referred to as the “Project submission”).“*

* 1. All other provisions of the Contract that are not affected by this Amendment No. 1 shall remain unchanged and in full force and effect.

* 1. With reference to the amendments to the Contract resulting from the conclusion of the Amendment to Project Contract, the Contracting Parties undertake to comply with and follow all the rules established for the providing aid, i.e. to act at all times in accordance with the Rules for Public Aid, the KAPPA Terms and Conditions, the New Version of the Key Project Parameters and the related internal regulations (directives) of the Programme Operator. In the event of a conflict in the content of the rights and obligations set out under the Contract and the Contract as amended by this Amendment No. 1, the Contract as amended by this Amendment No. 1 shall prevail.
1. **Common And final provisions**
	1. This Amendment No. 1 is governed by the legal order of the Czech Republic, in particular the relevant provisions of the Civil Code and of the Copyright Act. All dealings connected with it shall proceed in English.
	2. This Amendment No. 1 has been written in English in five (5) counterparts, each having the force of an original, whereby each of the Contracting Parties shall retain one counterpart.
	3. Should any of the provisions of the Amendment No. 1 or Project Contract as amended by this Amendment No. 1 prove to be colourable (null), the influence of such a defect on the other provisions of the Contract shall be considered, mutatis mutandis, according to Section 576 of the Civil Code.
	4. The Contracting Parties take note that this Amendment No.1 and all possible annexes thereto are subject to mandatory publication according to Act No. 340/2015 Sb. on the special conditions of the effect of certain contracts, the publication of such contracts, and the Register of contracts (hereinafter referred to as the “**Act on the Register of Contracts**”).
	5. This Amendment No.1 enters into force at such time as it has been signed by the Contracting Parties and enters into effect on the date on which the Project Promoter ensures its placement in the information system of the Register of contracts of the Ministry of the Interior of the Czech Republic pursuant to the Act on the Register of Contracts.
	6. The Contracting Parties specified hereunder declare that they have duly read the content of the Contract and have duly familiarised themselves with its content, in witness whereof they have set hereunto their hands.

**Annexes**:

Annex No. 1 – New Version of the Key Project Parameters.

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| I agree with the content of the Amendment No. 1 to the Partnership Agreement of the Project No. TO010002019.Done in Prague on: |
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| doc. Ing. Petr Cintula, Ph.D. |
| **Ústav informatiky AV ČR, v.v.i. (Institute of Computer Science, Czech Academy of Sciences)** |

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| I agree with the content of the Amendment No. 1 to the Partnership Agreement of the Project No. TO010002019.Done in Bergen on: |
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| Tore Furevik |
| **Nansen Environmental and Remote Sensing Centre** |

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| I agree with the content of the Amendment No. 1 to the Partnership Agreement of the Project No. TO010002019.Done in Prague on: |
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| Mgr. Jan Karel |
| **ATEM – Ateliér ekologických modelů, s.r.o.** |

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| I agree with the content of the Amendment No. 1 to the Partnership Agreement of the Project No. TO010002019.Done in Prague on: |
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| Mgr. Mark Rieder |
| **Český hydrometeorologický ústav (Czech Hydrometeorological Institute)** |

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| I agree with the content of the Amendment No. 1 to the Partnership Agreement of the Project No. TO010002019.Done in Prague on: |
|  |
| doc. RNDr. Mirko Rokyta, CSc. |
| **Univerzita Karlova (Charles University)** |