

Subcontracting Agreement

This Subcontracting Agreement (hereinafter referred to as “**the Agreement**”) is made:

BETWEEN

PwC EU Services EESV, a European Economic Interest Grouping (EEIG) duly established and validly existing under the laws of Belgium, with registered office at Culliganlaan 5, 1831 Diegem, Belgium, registered with the Trade Register of Brussels under number 0872.793.825, with VAT number BTW/TVA BE 872.793.825, duly represented by PwC Advisory sp. z o.o. sp.k. (legal entity member of PwC EU Services), having its registered office at Polna 11, 00-633 Warsaw, represented by Dionizy Smoleń, in his capacity of Partner,

hereinafter referred to as the “**PwC**”;

AND

Czech University of Life Sciences Prague (CZU) based in Kamýcká 129, 165 00 Praha - Suchbátka, Czech Republic, VAT number CZ60460709, represented by prof. Ing. Petr Sklenička, CSc. Rector,

hereinafter referred to as the “**Subcontractor**”;

together referred to hereinafter as the “**Parties**”.

PwC is pleased to set out the terms and conditions that will apply to the Services that the Subcontractor will deliver to PwC in the context of the delivery of services by PwC to the European Commission, DG Agri (the “**Client**”) under Framework contract for analytical services, including cross-cutting analysis and synthesis, on agriculture and CAP governance (the “**FWC**”).

The Services shall only be provided by the Subcontractor upon a specific request by PwC and after Parties have reached an agreement by signing a relevant Statement of Work based on the template attached as Appendix 1 to this Agreement on the scope of the Services, the Deliverables, Fees and the timing.

1. Services

1.1 With respect to Services to be performed, the Subcontractor will provide PwC with the Services and will be responsible for the management and control of the Services and the quality of any Deliverables as listed or referred to in the relevant Statement of Work, or as they can be reasonably understood by professional, knowledgeable persons.

1.2 Both parties agree to provide the Services in compliance with this Agreement and the relevant Statement of Work. Either party may request changes to the type and scope of the Services or to any other aspect of the Agreement. Both parties agree to discuss and, if appropriate, agree on such changes. The Services delivered may only be changed by prior, written, mutual agreement. The Subcontractor shall perform any agreed change to the Services in accordance with this Agreement and the relevant Statement of Work and such other terms and conditions as are agreed to in writing with PwC.

1.3 The Subcontractor agrees to provide the Services described in the Statement of Work in accordance with the Agreement. The Subcontractor hereby explicitly requires, and PwC accepts that it will render the services and perform the Agreement as an independent consultant and provider of services.

1.4 The Subcontractor undertakes that it:

(a) will perform the Services to the standards of skill, care, and technical and professional expertise to be expected of appropriately qualified and experienced professionals with expertise in the provision of similar services (including with regard to their type, nature, and complexity) having regard to the size, purpose, and characteristics of the Services mentioned in the Statement of Work;

(b) shall at all times act in a proper and professional manner in performing the Services;
and

(c) will carry out each and all of its duties, obligations and undertakings under the Agreement in accordance with the terms thereof on a timely basis and in accordance with the needs of the Client and the needs of PwC as a provider of services to the Client.

1.5 Where individuals are named in the Statement of Work, the Subcontractor will guarantee that the named individuals are available to provide Services to PwC during the estimated period stated in the Statement of Work; if no names are mentioned, the Subcontractor will guarantee that the right qualified resources are available to provide the Services to PwC during the estimated period stated in the Statement of Work. Where any changes in key personnel are necessary, the Subcontractor will give PwC reasonable notice in advance of the changes and will provide PwC with details of replacement personnel. The Subcontractor will, at its own cost, phase-in, train, and transfer the relevant knowledge to the new staff during a period agreed upon with PwC.

1.6 At PwC's reasoned request, the Subcontractor must replace any member of personnel who: (a) does not have the expertise required to provide the Services; or (b) has caused disruption at the premises of the Client. The Subcontractor bears the cost of replacing its personnel and is responsible for any delay in providing the Services resulting from the replacement of personnel.

1.7 Agreement management: Each Party will appoint a contact person who will be responsible for managing all queries and matters relating to the performance of the Agreement by that party.

2. Deliverables

2.1 The Subcontractor will prepare and deliver to PwC such Deliverables as are specified in the relevant Statement of Work or as can be reasonably understood by professional, knowledgeable persons.

2.2 The Deliverables will be accepted by PwC according to the acceptance criteria specified in the relevant Statement of Work or upon acceptance by the Client

2.3 The Subcontractor will, at its own costs, rework and re-deliver Deliverables where they are not accepted by PwC or by the Client on the ground that the Services and/or the Deliverables do not comply with the requirements of the relevant Statement of Work or what can reasonably be expected from professionals.

2.4 Unless otherwise stated in the Statement of Work, upon notification from PwC, the Subcontractor will swiftly at its own costs correct any defect in any Deliverable during the period specified by PwC or, where the Services are to be provided or are being provided in the context of the delivery of services to the Client, by the Client.

3. Intellectual Property Rights and Return of Materials

3.1. **Ownership of the rights in the results.** The Client shall be provided with irrevocably worldwide ownership of the Deliverables and of all intellectual property rights on the newly created materials produced under the Agreement and incorporated in the Deliverables, without prejudice however to the pre-existing rights on pre-existing materials unless otherwise agreed in the relevant Statement of Work. The Client acquires all the rights as from the moment the Subcontractor has created the Deliverables. The payment of the price includes any fees payable to the Subcontractor for the acquisition of ownership of rights by the Client.

3.2. **Licensing rights on pre-existing materials.** Unless provided otherwise in the relevant Statement of Work, the Client does not acquire ownership of pre-existing rights under this Agreement. The Subcontractor licenses the pre-existing rights on a royalty-free, non-exclusive, and irrevocable basis to the European Union, which may use the pre-existing materials for all the modes of exploitation set out in this Agreement or in the relevant Statement of Work. Unless otherwise agreed, the licence is non-transferable and cannot be sub-licensed, except as provided hereafter: (a) the pre-existing rights can be sub-licensed by the Client to persons and entities working for it or cooperating with it, including contractors and subcontractors, whether legal or natural persons, but only for the purpose of their mission for the Client; (b) if the Deliverable is a "document" such as a report or a study, and it is meant to be published, the existence of pre-existing materials in the Deliverable may not prevent the publication of the document, its translation or its "reuse", it being understood however that the "reuse" may only be made of the Deliverable as a whole and not of the pre-existing materials taken separately from the Deliverable; for the sake of this provision, "reuse" and "document" have the meaning given by the Commission Decision of 12 December 2011 on the reuse of Commission documents (2011/833/EU). All pre-existing rights are licensed to the Client from the moment the Deliverables are delivered and approved by the Client. The licensing of pre-existing rights to the Client under this Agreement covers all territories worldwide and is valid for the duration of intellectual property rights protection. The payment of the price as set out in the relevant Statement of Work is deemed to also include any fees payable to the Subcontractor in relation to the licensing of pre-existing rights to the Client, including for all forms of exploitation and

use of the Deliverables. Where implementation of the Agreement requires that the Subcontractor uses pre-existing materials belonging to the Client, the Client may request that the Subcontractor signs an adequate licence agreement. Such use by the Subcontractor will not entail any transfer of rights to the Subcontractor and is limited to the needs of this Agreement.

3.3. Exclusive rights. The Client acquires the following exclusive rights:

- (a) reproduction: the right to authorise or prohibit direct or indirect, temporary or permanent reproduction of the Deliverables by any means (mechanical, digital or other) and in any form, in whole or in part;
- (b) communication to the public: the exclusive right to authorise or prohibit any display, performance or communication to the public, by wire or wireless means, including the making available to the public the Deliverables in such a way that members of the public may access them from a place and at a time individually chosen by them; this also includes the communication on Internet and broadcasting by cable or by satellite;
- (c) distribution: the exclusive right to authorise or prohibit any form of distribution of Deliverables or copies of the Deliverables to the public, by sale or otherwise;
- (d) rental: the exclusive right to authorise or prohibit rental or lending of the Deliverables or of copies of the Deliverables;
- (e) adaptation: the exclusive right to authorise or prohibit any modification of the Deliverables;
- (f) translation: the exclusive right to authorise or prohibit any translation, adaptation, arrangement, creation of derivative works based on the Deliverables, and any other alteration of the Deliverables, subject to the respect of moral rights of authors, where applicable;
- (g) where the Deliverables are or include a database: the exclusive right to authorise or prohibit the extraction of all or a substantial part of the contents of the database to another medium by any means or in any form; and the exclusive right to authorise or prohibit the re-utilization of all or a substantial part of the contents of the database by the distribution of copies, by renting, by on-line or other forms of transmission;
- (h) where the Deliverables are or include a patentable subject-matter: the right to register them as a patent and to further exploit such patent to the fullest extent;
- (i) where the Deliverables are or include logos or subject-matter which could be registered as a trademark: the right to register such logo or subject-matter as a trademark and to further exploit and use it;
- (j) where the Deliverables are or include know-how: the right to use such know-how as is necessary to make use of the Deliverables to the full extent provided for by this Agreement, and the right to make it available to contractors or subcontractors acting on behalf of the contracting authority, subject to their signing of adequate confidentiality undertakings where necessary;
- (k) where the Deliverables are documents:
 - 1. the right to authorise the reuse of the documents in conformity with the Commission Decision of 12 December 2011 on the reuse of Commission documents (2011/833/EU), to the extent it is applicable and the documents fall within its scope and are not excluded by any of its provisions; for the sake of this provision, "reuse" and "document" have the meaning given to them by this Decision;
 - 2. the right to store and archive the Deliverables in line with the document management rules applicable to the contracting authority, including digitisation or converting the format for preservation or new use purposes;
- (l) where the Deliverables are or incorporate software, including source code, object code and, where relevant, documentation, preparatory materials and manuals, in addition to the other rights mentioned in this clause:
 - 1. end-user rights, for all uses by the Union or by subcontractors which result from the FWC and from the intention of the parties;

2. the rights to receive both the source code and the object code;
- (m) the right to license to third parties any of the exclusive rights or of the modes of exploitation set out in this Agreement; however, for pre-existing materials which are only licensed to the Client, the right to sub-license does not apply, except in the two cases foreseen by clause 3.2;
- (n) to the extent that the Subcontractor may invoke moral rights, the right for the Client, except where otherwise provided in this Agreement, to publish the Deliverables with or without mentioning the creator(s)' name(s), and the right to decide when and whether the Deliverables may be disclosed and published.

The Subcontractor warrants that the exclusive rights and the modes of exploitation may be exercised by the Client on all parts of the Deliverables, be it via a transfer of ownership of the rights, on those parts which were specifically created by the Subcontractor, or via a licence of the pre-existing rights, on those parts consisting of pre-existing materials.

Where pre-existing materials are inserted in the Deliverables, the Client may accept reasonable restrictions impacting on the above list, provided that the said materials are easily identifiable and separable from the rest, that they do not correspond to substantial elements of the Deliverables, and that, should the need arise, satisfactory replacement solutions exist, at no additional costs to the Client. In such a case, the Subcontractor will have to clearly inform PwC (for further informing the Client) before making such a choice and the Client has the right to refuse it.

3.4. Identification of pre-existing rights. When delivering the Deliverables, the Subcontractor must warrant that, for any use that the Client may envisage within the limits set in this Agreement, the newly created parts and the pre-existing material incorporated in the Deliverables are free of claims from creators or from any third parties and all the necessary pre-existing rights have been obtained or licensed. To that effect, the Subcontractor must establish a list of all pre-existing rights to the Deliverables of this Agreement or parts thereof, including identification of the rights' owners. If there are no pre-existing rights to the Deliverables, the Subcontractor must provide a declaration to that effect. The Subcontractor must provide this list or declaration to the contracting authority together with the invoice for payment.

3.5. Evidence of granting of pre-existing rights. Upon request by PwC, the Subcontractor must, in addition to the list mentioned under clause 3.4, provide evidence that it has the ownership or the right to use all the listed pre-existing rights, except for the rights owned or licensed by the Client. PwC may request this evidence even after the end of this Agreement. This provision also applies to image rights and sound recordings. This evidence may refer, for example, to rights to: parts of other documents, images, graphs, sounds, music, tables, data, software, technical inventions, know-how, IT development tools, routines, subroutines or other programs ('background technology'), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin. This evidence must include, as appropriate:

- (a) the name and version number of a software product;
- (b) the full identification of the work and its author, developer, creator, translator, data entry person, graphic designer, publisher, editor, photographer, producer;
- (c) a copy of the licence to use the product or of the agreement granting the relevant rights to the Subcontractor or a reference to this licence;
- (d) a copy of the agreement or extract from the employment contract granting the relevant rights to the Subcontractor where parts of the results were created by its personnel;
- (e) the text of the disclaimer notice if any.

Provision of evidence does not release the Subcontractor from its responsibilities if it is found that it does not hold the necessary rights, regardless of when and by whom this fact is revealed. The Subcontractor also warrants that it possesses the relevant rights or powers to execute the transfer and that it has paid or has verified payment of all due fees including fees due to collecting societies, related to the final Deliverables.

3.6. Quotation of works in the Deliverables. In the Deliverables, the Subcontractor must clearly point out all quotations of existing works. The complete reference should include as appropriate, the following: name of the author, title of the work, date and place of publication, date of creation, address of publication on the internet, number, volume and other information that allows the origin to be easily identified.

3.7. Moral rights of creators. By delivering the Deliverables, the Subcontractor warrants that the creators will not object to the following on the basis of their moral rights under copyright:

- (a) that their names be mentioned or not mentioned when the Deliverables are presented to the public;
- (b) that the Deliverables be divulged or not after they have been delivered in their final version to the Client;
- (c) that the Deliverables be adapted, provided that this is done in a manner which is not prejudicial to the creator's honour or reputation.

If moral rights on parts of the Deliverables protected by copyright may exist, the Subcontractor must obtain the consent of creators regarding the granting or waiver of the relevant moral rights in accordance with the applicable legal provisions and be ready to provide documentary evidence upon request.

3.8. Image rights and sound recordings. If natural persons appear in a Deliverable or their voice or any other private element is recorded in a recognisable manner, the Subcontractor must obtain a statement by these persons (or, in the case of minors, by the persons exercising parental authority) giving their permission for the described use of their image, voice or private element and, on request, submit a copy of the permission to the Client. The Subcontractor must take the necessary measures to obtain such consent in accordance with the applicable legal provisions.

3.9. Copyright notice for pre-existing rights. When the Subcontractor retains pre-existing rights on parts of the Deliverables, reference must be inserted to that effect when the Deliverable is used as set out in clause 3.11, with the following disclaimer: '© — year — European Union. All rights reserved. Certain parts are licensed under conditions to the EU', or with any other equivalent disclaimer as the Client may consider best appropriate, or as the parties may agree on a case-by-case basis. This does not apply where inserting such a reference would be impossible, notably for practical reasons.

3.10. Visibility of Union funding and disclaimer. When making use of the Deliverables, the Subcontractor must declare that they have been produced for the purposes of the FWC and that the opinions expressed are those of the Subcontractor only and do not represent the Client's official position. The Client may waive this obligation in writing or provide the text of the disclaimer.

3.11. Detailed list of modes of exploitation of the results. In accordance with clause 3.1 whereby the Client acquires ownership of the Deliverables as defined in this Agreement, these Deliverables may be used for any of the following modes of exploitation:

- (a) use for its own purposes:
 - making available to the staff of the Client;
 - making available to the persons and entities working for the Client or cooperating with it, including contractors, subcontractors whether legal or natural persons;
 - making it available to the other Union institutions, agencies and bodies, Member States' institutions;
 - installing, uploading, processing;
 - arranging, compiling, combining, retrieving;
 - copying, reproducing in whole or in part and in an unlimited number of copies.

- (b) distribution to the public in hard copies, in electronic or digital format, on the internet including social networks as a downloadable or non-downloadable file;
- (c) communication through press information services;
- (d) inclusion in widely accessible databases or indexes, such as via 'open access' or 'open data' portals, or similar repositories, whether freely accessible or accessible only upon subscription;
- (e) modifications by the Client or by a third party in the name of the Client, including:
 - shortening;
 - summarising;
 - modifying the content and dimensions;
 - making technical changes to the content (necessary correction of technical errors), adding new parts or functionalities, changing functionalities, providing third parties with additional information concerning the result (e.g. source code) with a view to making modifications;
 - addition of new elements, paragraphs, titles, leads, bolds, legend, table of content, summary, graphics, subtitles, and sound;
 - addition of metadata, for text and data-mining purposes; addition of right-management information; addition of technological protection measures;
 - preparation in audio form, preparation as a presentation, animation, pictogram story, slide-show, public presentation;
 - extracting a part or dividing it into parts;
 - incorporating, including by cropping and cutting, the results or parts thereof in other works, such as on websites and webpages;
 - translating, inserting subtitles, dubbing in different language versions:
 - languages used within EU;
 - languages of candidate countries.
- (f) rights to authorise or license the modes of exploitation set out in any of the points (a) to (e) to third parties, provided however that this does not apply to pre-existing rights and pre-existing materials, if they are only licensed to the Client, except as foreseen by clause 3.2;
- (g) other adaptations which the parties may later agree; in such cases, the following rules apply: the Client must consult the Subcontractor. If necessary, the Subcontractor must, in turn, seek the agreement of any creator or other right holder and must reply to the Client/PwC within one month by providing its agreement, including any suggestions of modifications, free of charge. The Subcontractor may refuse the intended modification only if a creator can demonstrate that the intended modification may harm his/her honour or reputation, thereby violating his/her moral rights. The modes of exploitation may be defined in more detail in the relevant Statement of Work.

The list above is in addition to whatever rights already accrue to the Client on the basis of existing exceptions in the applicable legislation, such as the copyright exception to ensure the proper performance or reporting of administrative proceedings, in cases where such exceptions apply.

3.12. The Subcontractor will indemnify PwC and the Client for any loss of whatever nature (including legal costs and other professional costs and expenses) suffered by PwC and/or the Client as a result of any claim by a third party (including direct Subcontractor personnel, its representatives, employees, subordinates, officers, agents, managers or other delegates) that the Deliverables (or any part of them) infringes third-party intellectual property rights.

4. Confidentiality

4.1. "Confidential Information" means any information disclosed (whether in writing, orally or by any other means) as a result of or in connection with the receipt of or the provision of Services under the Agreement by or on behalf of PwC to the Subcontractor including, without

limitation, any information relating to PwC, to the Client or another member firm of the global network of PricewaterhouseCoopers International Limited, of which all member firms are separate and independent legal entities, or to any third parties, including but not limited to products, inventions, operations, methodologies, systems, processes, plans or intentions, know-how, design rights, trade secrets, market opportunities, or business or financial affairs of the aforementioned persons. For the avoidance of doubt, the FWC is Confidential Information.

4.2. The Parties must treat with confidentiality any information or documents, in any format, disclosed in writing or orally, relating to the implementation of the Agreement.

4.3. The Subcontractor must: (a) not use confidential information or documents for any purpose other than to perform its obligations under the Agreement or a relevant Statement of Work without the prior written agreement of PwC; (b) ensure the protection of such confidential information or documents with the same level of protection as its own confidential information or documents and in any case with due diligence; (c) not disclose, directly or indirectly, confidential information or documents to third parties without the prior written agreement of PwC.

4.4. The confidentiality obligations set out in this Article are binding on the Parties during the implementation of the Agreement and for as long as the information or documents remain confidential unless: (a) the disclosing party agrees to release the receiving party from the confidentiality obligation earlier; (b) the confidential information or documents become public through other means than a breach of the confidentiality obligation; (c) the applicable law requires the disclosure of the confidential information or documents.

4.5. The Subcontractor must obtain from any related person and its personnel, as well as from third parties involved in the implementation of the Agreement, a written commitment that they will comply with this Article. At the request of PwC, the Subcontractor must provide a document providing evidence of this commitment.

4.6. The Subcontractor will, on request from PwC, return all copies and records of PwC's confidential information or documents and will not retain any copies or records of the confidential information or documents of the other party.

4.7. PwC may provide any information received from the Subcontractor in connection with the Agreement, as well as any information related to the conclusion and the performance of the Agreement (i) where required by law or regulation or by a professional body of which PwC, other PwC Firms or its/their staff are members; (ii) to its legal advisors, insurers, IT and other service providers; (iii) to the Client; (iv) to other PwC Firms, and (v) to other entities involved in the provision of services under the FWC, as long as they are bound by confidentiality obligation.

5. Fees and expenses

5.1 Fees will be charged on the basis specified in the Statement of Work.

5.2. PwC agrees to pay the Subcontractor for work actually, timely, diligently and adequately performed for PwC as set out in the Agreement and the relevant Statement of Work upon prior receipt of an appropriate invoice including the prescribed details.

5.3 Where time and materials charging applies on the basis of a daily rate, the daily fees will be calculated on the basis of the number of normal working hours per day. If the FWC personnel are required to work away from home for extended periods, there will be flexibility in the way that time can be divided between the Client's sites and the home base. Travel time

is not included as working time, unless otherwise agreed. Unless the Statement of Work states otherwise, hours worked in excess of the number of normal working hours may be charged on a pro-rata basis.

5.4 PwC will pay the Subcontractor reasonable expenses necessarily incurred in connection with the Services as stated in the relevant Statement of Work. Unless stated otherwise in the relevant Statement of Work, the Subcontractor is not authorised to incur any expenses on PwC's behalf. PwC will not reimburse the Subcontractor for the cost of travel by its personnel between their homes and the location at which the Services are to be provided unless expressly agreed otherwise and set out in the Statement of Work.

5.5 All invoices issued by the Subcontractor must quote the Agreement and detail the Services to which the invoice relates. PwC will pay all valid invoices within thirty days from the moment the payment is received from the Client. For time and materials charges, invoices will be issued on a quarterly basis. For other charging arrangements, invoices will be issued in accordance with the payment plan specified in the relevant Statement of Work. Unless the relevant Statement of Work states otherwise: (i) all charges will be specified in euros (EUR) and (ii) invoices will be paid in that currency.

5.6 The Subcontractor will maintain an accurate record of periods worked for PwC under the Agreement and will provide to PwC, in the form specified by PwC, written reports detailing the work done.

5.7 Any estimate given by PwC of any charge, whether for planning or any other purposes, is only given as an indication and is not contractually binding.

5.8 All fees and expenses are stated exclusive of any taxes or duties unless otherwise agreed. Each party will be responsible for the payment to the appropriate authority of any taxes and duties arising from the Agreement.

5.9 In the event of late payment of invoices or in the event of invoices in dispute, the Subcontractor will not suspend the provision of Services.

5.10 Any deviation from time and materials fee rates specified in the Statement of Work is subject to mutual written agreement.

6. Term and Termination

6.1 Duration of Agreement – The Agreement comes into force on the date of its signing by both Parties. The Agreement will remain in force for the duration of the FWC unless it is terminated earlier in accordance with the termination provisions.

6.2 Termination by Breach of Agreement – The Agreement may be terminated by either party on written notice to the other with immediate effect if the other party commits a material breach of any term of the Agreement which is not remedied within 30 days of a written notice to remedy same.

6.3 Termination in the Event of Decline in Financial Circumstances – The Agreement may be terminated by either party on written notice to the other with immediate effect in the event that a party is unable to pay its debts or has a trustee (curator/curateur), liquidator (vereffenaar/liquidateur), judicial administrator (gerechtelijk of voorlopig bewindvoerder/administrateur judiciaire ou provisoire) or judicial expert appointed over it.

6.4 Termination in the Event of End of FWC – PwC may terminate the Agreement or a related Statement of Work if, for any reason, the FWC or a related specific contract under the FWC is not honoured, is revised or ends. PwC will notify the Subcontractor as soon as reasonably possible.

6.5. Termination by Subcontractor - The Subcontractor is entitled to terminate this Agreement upon the completion of all tasks specified in the signed Statements of Work. This termination shall be effected without prejudice to any rights or obligations that have accrued prior to the termination date, thereby ensuring that both parties conclude their contractual relationship in an orderly and amicable manner.

6.6 Termination and Deliverables – During the notice period for termination of the Agreement, the Subcontractor will, if requested by PwC, complete any element of the Services and deliver all Deliverables including partially completed Deliverables and related working papers to PwC. The Subcontractor will be paid for Services provided to and accepted by PwC up to the end of the notice period.

6.7 The termination of the Agreement will be without prejudice to either party's rights and obligations existing on the date of termination. The terms of the Agreement that are either expressly or by their nature designed to survive termination will so survive.

7. Approach to Service delivery

7.1 In the Agreement, "Subcontractor" includes direct Subcontractor personnel, and the Subcontractor's representatives, employees, subordinates, officers, agents, managers or other delegates.

7.2 The Subcontractor will exercise all reasonable skill and care when providing the Services. In view of the fact that PwC operates in an environment that is subject to legal, regulatory and disciplinary rules, the Subcontractor will comply with PwC's quality and other PwC standards and policies, to the extent deemed applicable by PwC, as they may vary from time to time, including but not limited to the relevant independence policy, data protection policy, anti-money laundering policy, safety and security policy (at any PwC location or other location where the Services are provided). The Subcontractor will, on request, confirm and reconfirm to PwC its compliance with these policies with regard to the Client as identified in the relevant Statement of Work. Furthermore, the Subcontractor will comply with any training requirements imposed by PwC.

The Subcontractor must comply with applicable obligations under environmental, social and labour law established by Union law, national law and collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU and compliance with data protection obligations resulting from Regulation (EU) 2016/6794 and Regulation (EU) 2018/17255.

7.3 The Subcontractor will comply with all safety and security procedures (e.g. security clearance) in force at any PwC or any Client or other location at which the Services are provided as notified.

7.4 The Subcontractor will notify PwC as far as possible in advance of any periods during which its personnel are or will be unable to provide the Services due to holidays, sickness or third-party commitments. PwC's consent to holiday absences is not required but the Subcontractor will take into account PwC's requirements when making its plans.

7.5 The Subcontractor must obtain any permit or licence required in the State where the

services are to be provided.

7.6 The Subcontractor must not present itself as a representative of PwC and/or the Client and must inform third parties that it is not part of the European public service.

7.7 The Subcontractor is responsible for the personnel who carry out the Services and exercises its authority over its personnel without interference by PwC and/or the Client. The Subcontractor must inform its personnel that:

- (a) they may not accept any direct instructions from PwC and/or the Client; and
- (b) their participation in providing the Services does not result in any employment or contractual relationship with PwC and/or the Client.

7.8 The Subcontractor will comply with the requirements of all relevant legislation, social security, labour law and agreements relating to value-added tax, income tax and other taxes and charges in respect of PwC's and Client's use of the Subcontractor's Services and the fees payable to the Subcontractor under the Agreement. The Subcontractor shall indemnify PwC and the Client and hold it harmless against any claim in this respect from any third party, including the Subcontractor's personnel.

7.9 The Subcontractor's method of working and organisation will be at its own discretion but will be representative of professionals and will take into account the needs of the Client and the FWC and the needs of PwC as a provider of services to the Client.

7.10 The Subcontractor will work such hours as are reasonably necessary to provide the Services by such delivery date as is specified in the Statement of Work.

7.11 The Subcontractor will use its own equipment and personal computers for the delivery of the Services.

7.12 The Subcontractor is responsible for the management of the personnel employed by it (employees, subordinates, officers, agents, managers, subcontractors, other delegates or representatives) as well as for the quality of their work.

7.13 The Subcontractor must record and report to PwC any problem that affects its ability to provide the services. The report must describe the problem, state when it started and what action the Subcontractor is taking to resolve it. The Subcontractor must immediately inform PwC of any changes in the exclusion situations as declared, according to Article 137 (1) of Regulation (EU) 2018/1046.

7.14 Progress Meetings will be organised on a regular base. Any adaptations, improvements or extras have to be discussed by the parties and applied where reasonably possible.

7.15 In performing its obligations under the Agreement, the Subcontractor acts in the capacity of an independent organisation, and the Subcontractor's personnel cannot be considered employees, subordinates, officers, agents, representatives or delegates of PwC.

7.16 The Subcontractor is not authorised to commit PwC to any obligations whatsoever.

7.17 The term of the Statement of Work is indicative. PwC has the right to extend the duration of the Statement of Work.

7.18 Without limiting the foregoing, the Subcontractor will:

- be free to organise the time and efforts and the manner in which the Services are performed under the Agreement, notwithstanding any useful recommendations PwC

might make and subject to operational and functional arrangements and Service requirements;

- always indicate, in all correspondence or other dealings, that it acts as an independent company, and in no way create any confusion in this respect.

7.19 The Parties in common agreement exclude that the Agreement be considered, interpreted, or referred to as a “contract of employment”.

7.20 PwC reserves the right to call upon other subcontractors or other third parties to support PwC in the fulfilment of its obligations.

7.21 The Subcontractor shall not abuse its entrusted power for private gain. The Subcontractor shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the Agreement or for showing favour or disfavour to any person in relation to the Agreement.

7.22 The Subcontractor shall allow the European Commission, the European Anti-Fraud Office and the European Court of Auditors to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks, including checks of documents (original or copies), the implementation of the Agreement. In order to carry out these verifications and audits, European Union bodies mentioned above shall be allowed to conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the Agreement. The Subcontractor shall ensure that on-the-spot access is available at all reasonable times, notably at the Subcontractor's offices, to its computer data, to its accounting data and to all the information needed to carry out the audits, including information on individual salaries of persons involved in the Agreement. The Subcontractor shall ensure that the information is readily available at the moment of the audit and, if so requested, that data be handed over in an appropriate form. These inspections may take place up to seven years after the final payment under the FWC.

7.23 Furthermore, the Subcontractor shall allow the European Anti-Fraud Office to carry out checks and verification on the spot in accordance with the procedures set out in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.

7.24 To this end, the Subcontractor undertakes to give appropriate access to staff or agents of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to the sites and locations at which the Agreement is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the FWC and to take all steps to facilitate their work. Access given to agents of the European Commission, European Anti-Fraud Office and the European Court of Auditors shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents shall be easily accessible and filed so as to facilitate their examination. The Subcontractor shall inform the European Commission of their precise location.

7.25 The Subcontractor must take all the necessary measures to prevent any situation of conflict of interest (a situation where the impartial and objective performance of the Agreement by the Subcontractor is compromised for reasons involving family, emotional life, political or national affinity, economic interest, any other direct or indirect personal interest, or any other shared interest with the contracting authority or any third party related to the subject matter of the contract;) or professional conflicting interest (a situation in which the Subcontractor's

previous or ongoing professional activities affect its capacity to perform the Agreement to an appropriate quality standard.).

7.26 The Subcontractor must notify PwC in writing as soon as possible of any situation that could constitute a conflict of interest or a professional conflicting interest during the performance of the Agreement. The Subcontractor must immediately take action to rectify the situation.

7.27 PwC and the Client may do any of the following:

- (a) verify that the Subcontractor's action is appropriate;
- (b) require the Subcontractor to take further action within a specified deadline.

7.28 The Subcontractor must pass on all the relevant obligations on conflict of interest in writing to:

- (a) its personnel;
- (b) any natural person with the power to represent it or take decisions on its behalf;
- (c) third parties involved in the performance of the Agreement, including subcontractors.

7.29 The Subcontractor must also ensure that the persons referred to above are not placed in a situation which could give rise to conflicts of interest.

8. Non-solicitation

8.1 The Subcontractor undertakes to refrain from approaching or soliciting, directly or indirectly, members of the staff, directors and partners of the legal entities operating in Poland as a member of the PricewaterhouseCoopers global organisation, with the intention of employing them, be it under an employment contract or any other contract for the performance of professional services.

8.2 This non-solicitation undertaking remains in force during the existence of this Agreement and during a period of 6 months thereafter.

8.3 This clause will not restrict the Subcontractor from employing staff who apply unsolicited in response to a general advertising or other general recruitment campaign.

9. Personal Data

9.1. The Subcontractor acknowledges that PwC will process the personal data of its representatives, employees and directors involved in the conclusion and performance of the Agreement, for the purpose of providing the Services, as well as for regulatory, risk management and quality review requirements and that PwC may share the aforementioned personal data with any local or foreign entity within our network, including those that support our office administration and management, and to service providers we use.

9.2. The Subcontractor will inform its representatives, employees and directors involved in the conclusion and performance of this Agreement of the processing of their personal data for the purposes referred to in clause 9.1 above.

9.4. The Subcontractor confirms that processing personal data acquired in performing the Services will not place PwC or any entity within our network in breach of the Data Privacy Legislation.

9.5. The Subcontractor shall grant personnel access to the personal data to the extent strictly

necessary for the implementation, management and monitoring of the Agreement. The Subcontractor must ensure that personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality.

10. Data processing

10.1. In case the Services consist wholly or partially of processing of personal data or have the processing of personal data as a result, PwC and Subcontractor will enter into a separate Data Processing Agreement, pursuant to Article 28 section 3 of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and the free movement of such data (GDPR).

11. Anti-Bribery and corruption

a) The Subcontractor declares and warrants that it has and will continue to comply with all applicable laws relating to anti-bribery and corruption.

b) The Subcontractor will pass on the obligations under clause a) above to its employees and directors, and will ensure that third parties involved in the performance of the Agreement or in the performance of a FWC under this Agreement are contractually bound by the obligations in clause a) above.

12. General

12.1 Relationship – Nothing in the Agreement will create a relationship of agency or partnership between the Subcontractor and PwC and the Subcontractor will not represent or state that any such relationship exists. Neither shall employees of one party be considered as employees of the other party.

12.2 Subcontracting – The Subcontractor may subcontract any part of the Services to third parties only with the prior written agreement of PwC. Any subcontract consented to shall not affect the Subcontractor's responsibilities and liabilities.

12.3 The contractual claims or rights of either party may not be transferred or otherwise assigned without the written consent of the other party, except that PwC shall be entitled to transfer rights and obligations under the Agreement to any legal entity established or authorised to take over all or a part of the business of PwC.

12.4 Any liability of PwC is excluded to the extent such exclusion is permitted by law.

12.5 Force Majeure – Neither party will be liable for any breach of its obligations under the Agreement to the extent that it is prevented from performing them due to circumstances beyond its reasonable control.

12.6 Amendment – The Agreement may only be amended by written agreement.

12.7 Entire Agreement – The Agreement and the attached Statements of Work, form the complete and exclusive statement of the agreement between the parties in relation to the Services. All previous agreements, correspondence and understandings relating to the subject of the Agreement are superseded by the Agreement (except that neither party excludes liability for any fraudulent pre-contractual misrepresentations on which the other can be shown to have relied). The headings in the Agreement are included to make it easier to read but do not form part of the Agreement. In the event and only to the extent of any conflict between the Statement

of Work and the Agreement, the Statement of Work will take precedence.

12.8 Partial Invalidity. If any provision of the Agreement is (partially) invalid or unenforceable for any reason, the remainder of the provisions shall remain in full force and effect and shall in no way be affected.

12.9 PwC acknowledges that the Subcontractor is obliged to provide information at the request of a third party in accordance with Act No. 106/1999 Coll., on Free Access to Information, as amended (Czech law), and agrees, so that all the information contained in this Agreement has been provided to third parties upon their request in accordance with the cited law.

12.10 PwC acknowledges that the Subcontractor is an entity obliged to publish contracts in the register of contracts in accordance with Act No. 340/2015 Coll., On special conditions of effectiveness of certain contracts, publication of these contracts and on the register of contracts (Act on the Register of Contracts), as amended (Czech law) and if this Agreement meets the conditions for its mandatory publication, the Subcontractor will publish it in the register of contracts in accordance with the cited law. Parties declare that all performances related to the subject of this Agreement provided before this Agreement entered into force shall be included in the performance under this Agreement at the time this Agreement enters into force and Parties will therefore not assert any claims against each other for unjust enrichment.

13. Dispute resolution - Applicable Law

13.1. This Agreement and all respective rights and obligations of the Parties shall be governed by and shall be construed in accordance with the laws of Poland, excluding any other choice of law or conflict of law rules or provisions (Polish, foreign or international).

13.2 Should any dispute arise between the parties out of or in connection with the Agreement, they will endeavour to resolve the dispute in good faith by senior level negotiations. If the dispute is not resolved within 30 days through such negotiations, either party may bring the matter before the Polish courts. Only the courts in Warsaw shall have jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date stated above.

Signed for and on behalf of PwC Advisory sp. z o.o. sp.k.

Signature:  Data: 2025.03.26 06:46:35 CET

Name: _____

Title: _____

Signed on “__” _____ 20__

Signed for and on behalf of the Czech University of Life Sciences Prague (CZU)

Signature:  Datum: 2025.03.25 09:56:34 +01'00'

Name: prof. Ing. Petr Sklenička, CSc.

Title: Rector

Signed on “__” _____ 20__