

## **SOFTWARE DEVELOPMENT AGREEMENT AND LICENSE AGREEMENT**

which, pursuant to Sections 2586, 2358, and 1746(2) of Act No. 89/2012 Coll., the Civil Code of the Czech republic, as amended, was concluded on the date, month, and year specified below by the following contracting parties:

### **CUSTOMER and LICENSEE**

#### **AYESA INGENIERIA Y ARQUITECTURA, S.A.U**

Registered office: C/ Marie Curie Número, 2, Isla De La Cartuja, 41092 Seville

Company ID No.: A41015322

VAT ID No.: ESA41015322

Represented by: Fidel San Emeterio Irastorza

**and**

### **PROVIDER**

#### **Brno University of Technology**

#### **Faculty of Civil Engineering**

Registered office: Antonínská 548/1, 602 00 Brno

Faculty address: Veveří 331/95, 602 00 Brno

Company ID No.: 00216305 (public university, not entered in the Commercial Register)

VAT ID No.: CZ00216305

Represented by prof. Ing. Karel Šuhajda, Ph.D., dean Dean of the Faculty of Civil Engineering

### **Preamble**

In view of the fact that:

- a) the Provider declares that it is the rightful owner (holder) and exerciser of the economic copyright rights to the copyrighted work specified in Article 1 of this Agreement (for the purposes of this Agreement, the said copyrighted work hereinafter also referred to as "OptiTendon v1.0"),
- b) the Customer has a strong interest in obtaining permission to use OptiTendon v1.0 for its own needs,
- c) the Customer is interested in developing an extension OptiTendon v1.0 at its own expense, designated as OptiTendon v1.1a (hereinafter referred to in this Agreement as the "Work"),
- d) the Provider and the Customer declare that they are fully authorized to enter into this Agreement and to assume all obligations arising therefrom,

the Customer and the Provider (hereinafter also jointly referred to as the “Contracting Parties” and each of them individually also as a “Contracting Party”) have decided to enter into this Software Development and License Agreement.

## **Article 1**

### **Subject Matter of the Agreement**

- 1.1.** The Provider hereby grants the Customer permission to use the following subject matter of intellectual property: “OptiTendon v1.0” under the conditions specified in Article 3 of this Agreement. The Customer undertakes to pay the licence fee specified in Article 5 of this Agreement.
- 1.2.** The Provider further undertakes to carry out for the Customer a Work consisting of the development of an extension to the OptiTendon v1.0 software in the form of “Software OptiTendon v1.1a” (hereinafter also referred to as the “Work”), as specified in the technical documentation/specification forming Annex No. 1 to this Agreement. For the purposes of this Agreement, the Work means all modifications, additions, enhancements and other source code, documentation and materials newly created by the Provider in developing version 1.1a and excludes all pre-existing elements of Software OptiTendon v1.0. The Parties acknowledge that the Work is an extension and is not intended to function as a standalone software product and is technically and functionally dependent on Software OptiTendon v1.0. The Customer undertakes to accept the Work and to pay the agreed remuneration for its execution.
- 1.3.** The purpose of the Work is the creation of an executable application OptiTendon v1.1a, intended for automated optimization of the prestressing tendon path and prestressing force in prestressed concrete beam structures.
- 1.4.** The Customer undertakes to provide the Provider with the necessary cooperation required for the proper performance of the Work, in particular the timely provision of documents, information, system access, and test data.
- 1.5.** The Provider undertakes to assign the performance of the Work only to those of its employees who have the requisite professional knowledge and skills enabling the Work to be carried out at a quality corresponding to industry standards.

## **Article 2**

### **Acceptance Testing and Performance of the Work**

- 2.1** Given the nature of the development of the Work, the Work shall be delivered in parts, within individual milestones. The Contracting Parties have agreed on three milestones:
- 2.2** Milestone 1 – 31 July 2026  
Milestone 2 – 30 September 2026  
Milestone 3 – 15 January 2027

- 2.3** The individual milestones are defined in Annex No. 1. Milestone 1 and Milestone 2, in the form of source code, shall be delivered electronically, in particular via a repository, shared storage, or another agreed method. In the case of Milestone 1 and Milestone 2, no acceptance tests shall be performed; the Provider undertakes to demonstrate functionality corresponding to the definition of the respective milestone under Annex No. 1.
- 2.4** The Provider undertakes to complete the Work no later than 15 January 2027 (the final deadline). The Provider is entitled to deliver the Work earlier than this deadline.
- 2.5** The Provider undertakes to deliver the Work as a whole electronically, in particular via a repository, shared storage, or another agreed method, for the purpose of acceptance testing, and shall notify the Customer thereof. The Provider is obliged, together with uploading the Work, to also upload all related materials, in particular documentation, test outputs, and information necessary for acceptance. The acceptance period shall commence at the moment the Customer receives the complete documentation. The Customer is entitled to carry out acceptance tests in order to verify whether the Work meets the requirements set out in this Agreement.
- 2.6** If the Customer identifies defects during acceptance, it shall notify the Provider without undue delay after their discovery. The notification must include a description of the defect and its impact on the usability of the Work.
- 2.7** The Provider shall commence removal of the reported defects within 5 working days of receipt of the notification and shall remedy the defects within a reasonable period corresponding to their nature, no later than 12 working days from receipt of the notification. After the defects have been remedied, the Provider shall upload a corrected version of the Work, and the acceptance process shall be repeated to the extent necessary to verify the remedy, until the Customer confirms that the Work has been performed in accordance with the Agreement and signs the acceptance protocol. Upon signature of the acceptance protocol by the Customer, the Work shall be deemed delivered and the Customer shall accept it.
- 2.8** The Work shall not be considered completed if it does not meet the conditions set out in this Agreement or the technical specification, or if the documentation required under this Agreement has not been provided.

### **Article 3**

#### **Licence Terms**

- 3.1** The licence under this Agreement is granted for the Software OptiTendon v1.0, which was developed by the Provider independently of the Customer, in the version as of December 2025.
- 3.2** The licence under this Agreement is granted as non-exclusive and is granted without territorial limitation, i.e., for the territory of the whole world.
- 3.3** The licence is granted as unlimited in quantity and time. The licence is granted for all known uses of the work at the time of conclusion of this Agreement.

- 3.4** The Customer is not entitled to sublicense, assign, distribute, or otherwise make Software OptiTendon v1.0 available to any third party. Any use of Software OptiTendon v1.0 by a third party shall require a separate licence granted directly by the Provider.
- 3.5** The subject of the licence shall be delivered to the Customer in the form of source code via the Git system. The provisions of Article 4 of this Agreement shall apply mutations to the source code of the licensed Software v1.0. The subject of the licence shall form part of the Work and shall be delivered together with the Work.
- 3.6** The Customer is not entitled to interfere with the source code of Software OptiTendon v1.0, in particular to modify or alter Software OptiTendon v1.0, unless otherwise expressly permitted under this Agreement or agreed by the Contracting Parties in writing. For the avoidance of doubt, this restriction shall not apply to the Work (Software OptiTendon v1.1a), any part thereof, or any modifications, enhancements, derivative works, adaptations or integrations made by or for the Customer in exercise of the rights granted under Article 6.
- 3.7** The Customer is not obliged to use the licence granted under this Agreement.
- 3.8** The Customer is entitled to assign its rights and obligations under this Agreement to a third party only with the prior written consent of the Provider. The Customer is not entitled to grant sub-licences for the subject matter of the licence.

#### **Article 4**

##### **Agreement on Source Code and Delivery of Documentation for the Work**

- 4.1** The Provider is obliged to deliver the Work to the Customer in the form of source code (hereinafter the "Source Code"). The Source Code must be delivered in a fully readable and properly commented form, including all related files, libraries, configuration files, scripts, build tools, and other components necessary for its operation. The Source Code must be delivered together with complete instructions enabling its execution and deployment in the Customer's environment.
- 4.2** The Provider undertakes to write all source code in accordance with the latest and best standards, in a clear and structured form, and to comment it in a clear and comprehensible manner.
- 4.3** The Contracting Parties agree that the Source Code shall be continuously stored in a version control system Git (hereinafter the "Repository").
- 4.4** The Provider undertakes to develop the Work in a manner that does not create any technological, licensing, or operational dependency of the Customer on the Provider.
- 4.5** In particular, the Provider must not:
- 4.6** use proprietary tools, libraries, or services that would prevent the operation of the Work without the Provider's involvement,
- 4.7** store critical parts of the solution outside the Repository,

- 4.8** restrict access to data, configurations, build processes, or infrastructure.
- 4.9** If the Provider intends to use a component that may create such dependency, it is obliged to inform the Customer in advance in writing and obtain the Customer's consent.
- 4.10** The Provider is obliged to deliver to the Customer, together with the Work, complete and up-to-date documentation in accordance with Annex No. 1 (hereinafter the "Documentation").
- 4.11** The Documentation includes in particular:
- technical documentation describing the system architecture,
  - user documentation,
  - test documentation, including test scenarios and test results,
  - a list of used libraries and components and their licences.
- 4.12** The Documentation shall be delivered in electronic form, either via the repository (e.g., Git) or by another agreed method.

## **Article 5**

### **Price and Payment Terms**

- 5.1** Price for the provision of the licence and the Work under this Agreement has been agreed by the Contracting Parties as a fixed amount of EUR 38,000. The agreed price is exclusive of VAT. VAT shall be applied in accordance with applicable tax regulations (reverse charge mechanism).
- 5.2** The Contracting Parties agree that the price shall be paid in instalments upon completion of individual development milestones, as follows:
- 5.3** Milestone 1: 20% of the total price, i.e. EUR 7,600  
Milestone 2: 20% of the total price, i.e. EUR 7,600  
Milestone 3: 60% of the total price, i.e. EUR 22,800
- 5.4** The basis for payment shall be a tax document (invoice) issued by the Provider within thirty days of completion of the respective milestone. The Provider is obliged to send the tax document (invoice) under this provision to the Customer within two working days of its issuance. The invoice due date shall be 30 days from the date of issuance.
- 5.5** The Customer undertakes to pay the price by non-cash bank transfer to the Provider's bank account stated on the tax document (invoice).
- 5.6** Each Contracting Party shall bear its own costs associated with the execution of international payments under this Agreement, including bank fees and any currency conversion costs.
- 5.7** The payment currency for all payments under this Agreement shall be the Euro (EUR).

## **Article 6 Intellectual Property and Licensing**

- 6.1** All results created by the Provider in the course of performing the Work, in particular source code, documentation, algorithms, graphical elements, database structures, and other outputs, shall constitute copyrighted works within the meaning of Act No. 121/2000 Coll., the Copyright Act.
- 6.2** The Provider declares that it exercises economic copyright rights to the Work to an extent allowing their assignment or licensing, either as an employer of the authors pursuant to Section 58 of the Copyright Act, or on the basis of contractual arrangements with the persons who created the work.
- 6.3** The Provider hereby irrevocably assigns to the Customer all economic copyright rights in the Work, effective as of the moment of delivery of the Work. By this assignment, the Customer shall, for the purposes of the Copyright Act, be deemed the employer of the authors of the Work and shall be entitled to dispose of the Work in accordance with Section 58 of the Copyright Act.
- 6.4** The Customer shall be entitled, to the fullest extent permitted by applicable law, to use, reproduce, make available, distribute, communicate, display, modify, adapt, translate, process, combine with other works or software, create derivative works from, complete, maintain, develop, test, deploy, commercialise, sublicense and otherwise exploit the Work, in whole or in part, directly or through third parties, for any purpose and in any manner.
- 6.5** For the avoidance of doubt, the assignment of rights to the Work applies solely to the Work and does not extend to Software OptiTendon v1.0, which remains the exclusive property of the Provider and is subject to a separate licence granted to the Customer under this Agreement. Nothing in this Agreement shall be interpreted as granting the Customer any ownership rights in Software OptiTendon v1.0.
- 6.6** If, for any reason, the Provider does not acquire the right to exercise economic copyright rights to any part or element of the Work, and if the assignment of such rights is not possible, the Provider shall grant to the Customer, with effect from the moment of delivery of the Work, an exclusive licence for such part or element of the Work, unlimited in scope and territory, for the entire duration of the economic copyright. The Customer is entitled to grant sublicences or assign such licence to third parties, to modify, alter, process, combine with other works, and otherwise interfere with such parts or elements of the Work. Such exclusive licence shall be irrevocable, fully paid-up, transferable, sublicensable, and shall include the right to use such part or element independently and as part of other software, systems, projects or services of the Customer or of any third party authorised by the Customer. This clause applies only to the extent that the assignment under this Agreement has not taken legal effect in respect of the relevant part of the Work.
- 6.7** The Contracting Parties agree that remuneration for the assignment of economic rights or any exclusive licence is included in the price for the Work under Article 5.3 of this Agreement, and the Provider shall not be entitled to claim any additional fees.

- 6.8** The Customer grants the Provider a non-exclusive licence to the Work for non-commercial purposes, in particular for research and study purposes.
- 6.9** The Provider shall not create any derivative works based on the Work. For the avoidance of doubt, this does not apply to Software OptiTendon v1.0.
- 6.10** The use of open-source components and third-party software is permitted only in accordance with their licence terms. The Contracting Parties expressly agree that the Provider shall not, without the prior written consent of the Customer, use any components distributed under so-called copyleft licences, in particular GPL, AGPL, LGPL, or other licences that could restrict the use of the Work, impose an obligation on the Customer to disclose source code, or otherwise interfere with the exercise of the Customer's economic rights.
- 6.11** The Provider shall not incorporate into the Work any open-source software, freeware, third-party software, libraries, frameworks, code snippets, models or other components that are subject to licence terms which could (i) require disclosure, licensing or distribution of the source code of the Work or any software of the Customer, (ii) impose any copyleft, reciprocity or source-availability obligations on the Customer, (iii) restrict the Customer's right to commercialise, modify, sublicense or otherwise exploit the Work, or (iv) create any technological or legal dependency not expressly approved in writing by the Customer. The Provider shall provide the Customer, no later than upon delivery of each milestone and in final form upon delivery of the Work, with a complete and accurate list of all third-party and open-source components included or used in connection with the Work, together with their applicable licence terms. If any component is used in breach of this Article, or if its licence terms are inconsistent with the rights granted to the Customer under this Agreement, the Provider shall, at its own cost and without undue delay, replace, re-engineer or remove the relevant component and ensure full compliance of the Work with this Agreement.

## **Article 7 Confidentiality Obligation**

- 7.1** The Contracting Parties undertake to maintain confidentiality regarding the confidential information of the other Contracting Party obtained in connection with this Agreement (whether during pre-contractual negotiations or during performance), not to disclose such information to any third party without the prior written consent of the other Contracting Party, and to protect it with at least the same degree of care and confidentiality as they use to protect their own confidential information, unless such conduct would result in a breach of a statutory obligation imposed by law.
- 7.2** Confidential information shall be deemed to be information designated by the other Contracting Party as "confidential", as well as all facts which a Contracting Party can reasonably be expected to assume, the disclosure of which to a third party could cause harm to the other Contracting Party or its employees.

- 7.3** If the Contracting Party proves this circumstance, the confidentiality obligation shall not apply to confidential information:
- a) which is or becomes publicly known without the Contracting Party breaching this obligation,
  - b) which the Contracting Party has obtained from a third party that was not bound by a confidentiality obligation towards the other Contracting Party,
  - c) which the Contracting Party obtains independently of the other Contracting Party,
  - d) which is requested by a public authority under the law, provided that the Contracting Party is not entitled to refuse its disclosure.
- 7.4** This obligation shall remain in force for the entire duration of this Agreement and for three years thereafter.

#### **Article 8**

##### **Warranties and Responsibility for Damages**

- 8.1** Provisions of this Article shall apply to defects identified after acceptance of the Work pursuant to Article 2 of this Agreement. Defects identified prior to acceptance shall be governed by the procedure set out in Article 2.
- 8.2** The Provider provides a warranty that the Work shall, for a period of 12 months from its acceptance, be free from defects that would prevent or substantially limit its proper use or reduce its functionality. Defects arising from improper use of the Work or interference by third parties are not covered by the warranty.
- 8.3** The Customer is obliged to notify the Provider of any identified defects without undue delay after their discovery. The warranty also applies to hidden defects that become apparent at any time during the warranty period. The defect notification must include a description of the defect and its impact on the use of the Work. Such notification does not affect the validity of acceptance already carried out pursuant to Article 2.
- 8.4** The Provider is obliged to commence removal of the reported warranty defect within 5 working days of receipt of the defect notification and to remedy the defect within a reasonable period corresponding to its nature, but no later than 12 working days, unless the Contracting Parties agree otherwise. After the defect has been remedied, the Provider shall deliver a corrected version of the Work to the Customer. Verification of the removal of the warranty defect shall be carried out by testing to the extent necessary to confirm the remedy; this shall not constitute a new acceptance process under Article 2.
- 8.5** The Provider assumes no responsibility for the results obtained through the use of the Work or for the consequences of its use. The user is responsible for such results.

## **Article 9 Contractual Penalties**

- 9.1** If a Contracting Party breaches the confidentiality obligation under Article 7 of this Agreement, it shall be obliged to pay the other Contracting Party a contractual penalty in the amount of CZK 50,000 for each individual breach.
- 9.2** In the event of the Customer's delay in payment of the price, the Customer shall be obliged to pay the Provider a contractual penalty in the amount of 0.05% of the outstanding amount for each day of delay.
- 9.3** The application of a contractual penalty shall not affect the right of the Contracting Party to full compensation for damages, including damages exceeding the contractual penalty.
- 9.4** Contractual penalties shall be payable within 30 days from the date of delivery of a written demand for their payment.

## **Article 10 Duration of the Agreement**

- 10.1** This Agreement shall enter into force on the date of its signature by both Contracting Parties and shall become effective upon publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., on Special Conditions of Effectiveness of Certain Contracts, Publication of Such Contracts and the Register of Contracts (the Register of Contracts Act), as amended. This Agreement is concluded for a definite period until 31 January 2027, with the exception of those provisions which, by their nature, remain effective even after the termination of the Agreement. Publication of the Agreement in the Register of Contracts shall be ensured by the Provider.
- 10.2** The entitled Contracting Party may withdraw from the Agreement with immediate effect in the event of a material breach of the Agreement by the other Party.
- 10.3** The Contracting Parties agree that the following shall be considered material breaches of this Agreement:
- a)** delay in delivery of the Work exceeding 30 days, unless caused by an event excluding liability;
  - b)** delay in payment of the licence fee or the price for the Work exceeding 30 days;
  - c)** breach of the confidentiality obligation;
  - d)** breach of obligations under Article 4 of this Agreement, in particular failure to deliver the Source Code, Documentation, or access rights;
  - e)** failure to provide necessary cooperation for the handover of the Work.

- 10.4** The entitled Contracting Party may also withdraw from the Agreement in the event that the other Contracting Party breaches this Agreement in a non-material manner and fails to remedy such breach (if such remedy is possible) within 30 days after being notified of the breach by the entitled Party.
- 10.5** Withdrawal under this Agreement must be made in writing.
- 10.6** Termination of the Agreement shall not affect rights and obligations arising prior to its termination, in particular obligations relating to payment of the price, confidentiality, and intellectual property rights. Termination, withdrawal from, expiry or invalidity of this Agreement, in whole or in part, shall not affect (i) any licence granted to the Customer under Article 3, (ii) any assignment of economic rights or exclusive licence granted to the Customer under Article 6, to the extent already vested or effective, or (iii) the Customer's right to possess, use, modify, maintain, further develop and exploit the Work and the delivered documentation, source code and related materials in accordance with this Agreement.

#### **Article 11**

##### **Follow-up Support**

- 11.1** The Contracting Parties acknowledge that this Agreement governs exclusively the development, delivery, and acceptance of the Work and the licensing arrangements for Software OptiTendon v1.0. Operational support, maintenance, defect removal after the expiry of the warranty period, updates, monitoring, supervision, development work, emergency interventions, and other services provided after acceptance of the Work are not the subject of this Agreement.
- 11.2** Neither the Work nor the licence includes non-trivial fixes, updates, or any extensions of the Work or the subject matter of the licence.

#### **Article 12**

##### **General and Final Provisions**

- 12.1** The assignment of rights under this Agreement to a legal successor or the transfer of this Agreement requires the consent of the other Contracting Party.
- 12.2** Failure to exercise or enforce any right under this Agreement shall not be construed as a waiver of such right or of any other right arising from this Agreement in the future.
- 12.3** The unenforceability, invalidity, or ineffectiveness of any provision of this Agreement shall not affect the enforceability, validity, or effectiveness of its remaining provisions. In the event that any provision of this Agreement becomes invalid or ineffective, the Contracting Parties undertake to initiate negotiations and agree, as soon as reasonably possible, on an acceptable manner of implementing the intentions contained in such invalid or ineffective provision.

- 12.3** This Agreement may be amended and the legal relationship arising therefrom terminated only by a written legal act bearing the signatures of persons authorised to act on behalf of the Contracting Parties; any other form is excluded. The Contracting Parties may at any time, including after performance has commenced, object to the invalidity of an amendment to this Agreement due to failure to comply with the required form.
- 12.4** This Agreement shall be governed by and interpreted in accordance with the laws of the Czech Republic, excluding conflict-of-law rules. All disputes arising out of or in connection with this Agreement shall be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC). The seat of arbitration shall be Vienna, Austria. The language of the arbitration shall be English. The dispute shall be decided by a single arbitrator.
- 12.5** The Contracting Parties consider their rights and obligations under this Agreement to be balanced. At the time of conclusion of this Agreement, there were no circumstances indicating abuse of the position of either Party as a professional or of its economic position. It is expressly stated that this Agreement was concluded following prior negotiations and agreement on its terms, and that the Contracting Parties had the opportunity to obtain qualified legal assistance in its negotiation.
- 12.6** Annex No. 1 – Technical Specification forms an integral part of this Agreement.

In Brno on:

In Seville on:

For the Provider:

For the Customer:

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prof. Ing. Karel Šuhajda, Ph.D.  
dean

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Fidel San Emeterio Irastorza

## **Annex 1 Technical Specification**

1. Executable application OptiTendon v1.1a.
  - The application is used for optimisation of the prestressing cable path and prestressing force.
  - Specification:
    - mechanics based on Euler–Bernoulli beam elements in two dimensions
    - creep, shrinkage, and relaxation calculated according to Eurocode 1992-1-1 / 1992-2
    - time-dependent analysis and combination of load cases according to Eurocode 1990
    - inclusion of tapered cross-sections and support settlements
    - optimisation algorithm based on genetic algorithms
2. List of test cases including descriptions and reference results.
3. User manual describing the basic operation of the software.
4. Graphical user interface enabling input of the structure, loads, and optimisation parameters, and export of results (cable path coordinates and prestressing force values) to MIDAS Civil/MS Excel.

### **Development milestones**

#### **Milestone 1 (July 2026):**

- Implementation of support settlement
- Implementation of variable cross-section
- Comparison of outputs of the current implementation against literature and MIDAS Civil software (Eurocode 1992 – Parts 1 and 2)

#### **Milestone 2 (September 2026):**

- Automated generation and evaluation of load combination cases according to Eurocode 1990 – Parts 1 and 2
- Export of the optimised tendon path to MIDAS Civil software and MS Excel

#### **Milestone 3 (January 2027):**

- Graphical user interface (GUI) enabling input of geometry of the structure, cross-sectional properties, boundary conditions, and loads, execution of optimisation, and output of results
- Comparison of the benefits of optimisation with examples of real-world structures
- Improving the performance of the optimization

## **Annex 2 Cited provisions of the Civil Code**

Section 2586 of Act No. 89/2012 Coll.:

**(1)** A contract for work is a contract under which the contractor undertakes, at his own expense and risk, to perform a work for the client, and the client undertakes to take over the work and pay the price.

**(2)** The price of the work is agreed upon with sufficient certainty if at least the method of its determination is agreed, or if it is determined at least by estimate. If the parties intend to conclude a contract without specifying the price of the work, the price paid for the same or a comparable work at the time of conclusion of the contract and under similar contractual conditions shall be deemed agreed.

( <https://www.kurzy.cz/zakony/89-2012-obcansky-zakonik/paragraf-2586/> )

Section 2358 of Act No. 89/2012 Coll.:

**(1)** A licence agreement is a contract under which the licensor grants the licensee the right to exercise an intellectual property right (a licence) within the agreed limited or unlimited scope, and the licensee undertakes, unless otherwise agreed, to provide remuneration to the licensor.

**(2)** The contract must be in written form if  
a) an exclusive licence is granted, or  
b) the licence is to be entered into the relevant public register.

**(3)** A licence to an industrial property right registered in a public register becomes effective against third parties upon its entry into such register.

( <https://www.kurzy.cz/zakony/89-2012-obcansky-zakonik/paragraf-2358/> )

Section 1746 of Act No. 89/2012 Coll.:

**(1)** Statutory provisions governing individual types of contracts shall apply to contracts whose content includes the essential elements of the contract as set out in the basic provision for each of those contracts.

**(2)** The parties may also conclude a contract that is not specifically regulated as a type of contract under this Act.

( <https://www.kurzy.cz/zakony/89-2012-obcansky-zakonik/paragraf-1746/> )