

AGREEMENT ON PARTICIPATION IN THE EXHIBITION FAIR No. 025-N/18

concluded on the below specified day, month and year under the provisions of Section 1746 par. 2 and Section 2215 et seq. of Act No. 89/2012 Coll., Civil Code, as amended

Contracting Parties:

Středisko společných činností AV ČR, v. v. i.

with its registered office at Prague 1, Národní 1009/3, 110 00

registered in the Registry of Public Research Institutions maintained by the Ministry of Education, Youth and Sports of the Czech Republic

ID No.: 604 57 856

Tax ID No.: CZ60457856

Bank connection: [REDACTED] account No.: [REDACTED]

represented by Ing. Tomáš Wencel, MBA, CEO

(hereinafter the "Organizer")

and

Partnership for Advanced Computing in Europe

with its registered office at: Bruxelles, Rue du Trone, 98, BE-1050, Belgium

ID No.: BE 0826 890 059

Bank connection: [REDACTED], [REDACTED]

IBAN: [REDACTED]

BIC: [REDACTED]

represented by Serge Bogaerts, Managing Director/Chair of the PRACE Board of Directors

(hereinafter the "Exhibitor")

the Organizer and the Exhibitor hereinafter collectively the Contracting Parties;

enter into the following Agreement.

Whereas:

- a) Within the project Open Science 2018 under the Academy of Sciences of the Czech Republic, the Organizer organizes an exhibition fair called **Science Fair 2018** which shall take place from June 7, 2018 to June 9, 2018 in the complex of the PVA Expo Prague, Beranových 667, 199 00, Prague 9, a part of which the Organizer holds under lease for the duration of the fair under agreement No. 004-N/18 dated April 3, 2018 and concluded between Středisko společných činností AV ČR, v. v. i. and ABF, a.s. In accordance with this Agreement and on the basis of a consent granted to the Organizer on February 8, 2018 by Tomáš Kotrč, Deputy Chairman of the Board of Directors and the CEO, the Organizer is entitled to sublease parts of the premises to third parties in relation to the fair;
- b) The Exhibitor is interested to participate in the event called **Science Fair 2018** (hereinafter the "Fair");

the Contracting Parties have now agreed as follows:

Article 1
Purpose and subject of the Agreement

1. The purpose of this Agreement is the Exhibitor's participation in the Fair, specifically during the following time periods:
Thursday June 7, 2018 10:00 – 18:00
Friday June 8, 2018 10:00 – 18:00
Saturday June 9, 2018 10:00 – 18:00
2. As part of the performance of the subject of this Agreement, the Organizer undertakes to sublease to the Exhibitor for the days specified above suitable premises (stand/stands, or unoccupied spaces) for the exposition during the Fair. The premises and services connected to the sublease are specified in Annex No. 1 of this Agreement.
3. Other provided and subsequently ordered services which exceed the extent of services specified in this Agreement (Annex No. 1) shall be subsequently charged in the final invoice only on the basis of an order issued in writing by the Exhibitor and confirmed by the Organizer under price conditions specified in Annex No. 2.
4. The Exhibitor is entitled to demand that the Organizer provides him with an inspection of the premises intended for the exposition on the day preceding the commencement of the Fair. The Exhibitor acknowledges that the Organizer is entitled to narrow the determined premises down, to extend them or replace them with other premises if such an act is absolutely necessary for organizational reasons or in order to ensure security and protection of health of exhibitors or visitors of the Fair.
5. The Exhibitor is entitled to use the subleased premises for the entire duration of the Fair for the purposes of exhibiting its exposition in the agreed extent.

Article 2
Price and payment conditions

1. The stands and their construction, lending of furniture and premises for the exposition shall be handed over by the Organizer to the Exhibitor to the sublease for the price of **CZK 39 540 net of VAT**, agreed in accordance with the specification included in Annex No. 1. Besides the sublease, the Exhibitor shall also pay the expenses for the services related to the sublease of the given exposition premises.
2. The total amount shall be increased by the VAT in its statutory rate in accordance with legislation effective as of the day when the taxable transaction was realized.
3. The payment of the price for the sublease and services related to the sublease of the exposition shall be executed prior to the participation in the event "Science Fair 2018" in the form of an advance payment on the basis of an advance invoice issued by the Organizer, while its total amount is included in Annex No. 1 of this Agreement. The Exhibitor undertakes to pay the advance payment within the maturity period of the advance invoice. The Exhibitor shall be provided with a tax receipt, after the given advance payment is received by the Organizer. The total billing of the participation in the event "Science Fair 2018" shall be performed by an invoice (with the VAT billing within the meaning of Section 26 et seq. of Act No. 235/2004 Coll., on the value added tax, as amended). The invoice (billing) shall be issued by the Organizer as of the day when the taxable transaction was realized, and it shall take into consideration the advance payment already provided, or the tax receipt and any potential subsequently ordered services in Article 1 par. 3.

4. The tax document – invoice for the potential additional payment shall be issued with a maturity period of 14 days commencing on the date of its dispatching, and it shall be paid within such maturity period by the Exhibitor to the Organizer's bank account.
5. The Organizer as the provider of the taxable transaction declares not to be the so-called unreliable payer under Section 106 of Act No. 235/2004 Coll., on value added tax, as amended.
6. The invoice shall contain all the requirements of a tax document under valid legislation as of the day when the taxable transaction was performed and the number of this Agreement.
7. Should the Exhibitor within a period of more than 1 month prior to its participation in the event "Science Fair 2018" notify the Organizer in writing that it cancels its participation in the Fair under the conditions of this Agreement and will not use the right of the sublease during the given period specified in Article 1 of this Agreement, it is considered that the Exhibitor withdraws from this Agreement. The Organizer is then entitled to demand that the Exhibitor pays a contractual penalty in the amount of 50 % from the total agreed price specified in Annex No. 1 and the Exhibitor undertakes to pay such contractual penalty to the Organizer.
8. Should the Exhibitor between 1 month and 15 days prior to its participation in the event "Science Fair 2018" notify the Organizer in writing that it cancels its participation in the Fair under the conditions of this Agreement and will not use the right of the sublease during the given period specified in Article 1 of this Agreement, it is considered that the Exhibitor withdraws from this Agreement. The Organizer is then entitled to demand that the Exhibitor pays a contractual penalty in the amount of 70 % from the total agreed price specified in Annex No. 1 and the Exhibitor undertakes to pay such contractual penalty to the Organizer.
9. Should the Exhibitor within a period of less than 15 days prior to its participation in the event "Science Fair 2018" notify the Organizer in writing that it cancels its participation in the Fair under the conditions of this Agreement and will not use the right of the sublease during the given period specified in Article 1 of this Agreement, it is considered that the Exhibitor withdraws from this Agreement. The Organizer is then entitled to demand that the Exhibitor pays a contractual penalty in the amount of 100 % from the total agreed price specified in Annex No. 1 and the Exhibitor undertakes to pay such contractual penalty to the Organizer.

Article 3
Conditions for the participation in the Fair

1. The Organizer shall hand the premises over for the purposes of placement of the exhibits to the sublease of the Exhibitor, on the basis of an individual agreement with the manager of the project – [REDACTED] (manner, condition and time), based on a handover protocol which shall contain a list of all items, which will be handed over to the Exhibitor for the purposes of being placed in the premises.
2. The stand and the exposition shall be placed in the subleased premises by the Exhibitor on the day preceding the commencement of the Fair – i.e. on June 6, 2018, and dismantled after its end, i.e. on June 10, 2018.
3. The Exhibitor shall be held liable for any potential damaged caused by the construction equipment during the preparatory works, during the event itself and during the dismantling. The amount shall be re-invoiced to the Exhibitor by the Academy of Sciences of the Czech Republic together with the documentation and the PVA protocol (this applies to damage which would actually occur during the period of the Fair including the preparatory works and the dismantling).

4. After the Fair ends, the Exhibitor is obliged to hand over on the basis of a protocol all the premises and items which it accepted to usage for the period of the Fair and they should all be undamaged. Any lost and damaged items shall be paid by the Exhibitor to the Organizer on the basis of a delivered billing with its maturity period of 15 days.
5. The Exhibitor is recommended to have the exposition insured prior to the commencement of the Fair. The Organizer shall not assume any liability for any damage caused by the visitors or third parties. The Exhibitor is obliged to comply with all safety and fire-protection regulations of the exhibition grounds and with the instructions of the Organizer of the Fair.
6. The Exhibitor undertakes to maintain cleanliness and tidiness in the premises which were handed over to the Exhibitor.
7. For the purposes of transporting the exhibits and people to the Fair, the Exhibitor is entitled to use the parking lot free of charge on the basis of a parking card handed over to the Exhibitor at the moment of arriving at the Fair, while the Exhibitor shall specify to the manager of the project – XXXXXXXXXX the amount and license plates of the given vehicles.

Article 4 **Final provisions**

1. The Contracting Parties agree to the publication of this Agreement in the registry of contracts under Act No. 340/2015 Coll. The Organizer undertakes to ensure the publication of the Agreement via the registry of contracts in accordance with Act No. 340/2015 Coll., on special conditions of effect of certain contracts, publication of such contracts and the registry of contracts, as amended (Act on the Registry of Contracts).
2. This Agreement comes into force on the day when it is signed by both Contracting Parties and into effect on the day when it is published in the registry of contracts.
3. This Agreement is executed in 3 counterparts, while the Organizer shall receive two counterparts and the Exhibitor shall receive one counterpart hereof.
4. The relations arising between the Contracting Parties in association to the conclusion of this Agreement, yet not specifically determined in this Agreement, shall be governed by Act No. 89/2012 Coll., Civil Code, as amended.
5. Any changes to this Agreement may only be performed in the form of written amendments to this Agreement which shall be signed by authorized representatives of both Contracting Parties.

The following annexes form an integral part of this Agreement:

No. 1 – Specification of the sublease and related services

No. 2 – Price list of subsequently ordered services

Date: 10.05.2018

Organizer:
Středisko společných činností AV ČR, v. v. i.

Date: 26.04.2018

Exhibitor:
Partnership for Advanced Computing in Europe

Ing. Tomáš Wencel, MBA., CEO

Serge Bogaerts, Managing Director/Chair of
the PRACE Board of Director

No. 1 – Specification of the sublease and related services

Price list – stall

Area	Dimensions in meters w x l x h	Length of lease	Total price for 3-day lease (without VAT)
Small stall	2 x 4 x 2,5	3 days	6 720 CZK
Big stall	5 x 6 x 2,5	3 days	24 490 CZK
Open space (display built by exhibitor)	By requirement	3 days	500 CZK per 1 m ²
Atypical stall shape	By requirement	3 days	Per individual agreement
Exterior – outside area	By requirement	3 days	500 CZK per 1 m ²

Calculation - stall

Area	Dimensions in meters w x l x h	Amount	Price
Small stall	2 x 4 x 2,5		
Big stall	5 x 6 x 2,5	1	24 490 CZK
Open space (display built by exhibitor)	By requirement		
Atypical stall shape	By requirement		
Exterior – outside area	By requirement		

Price list and calculation - indoor equipment

Equipment	Price without VAT	Amount	Price
Octanorm 1 x 2,5 m ²	800 CZK		0
Standard carpet	170 CZK		0
Rectangular table 80 x 80 cm	300 CZK		0
Round white table, diameter 75 cm	300 CZK	■	600 CZK
Bar table, diameter 65 cm	300 CZK		0
Metal upholstered chair	200 CZK	■	400 CZK
Spot light – extra requirement	150 CZK		0
Triple socket	70 CZK		0
Folding door	1000 CZK		0
Sink	1400 CZK		0
Bar stool	250 CZK	■	1000 CZK
Rack with 3 shelves 100 x 50 x 250 cm	590 CZK		0
LCD 42" hooks & installation included	5400 CZK	■	10800 CZK
LCD 50" hooks & installation included	7200 CZK		0
Wire shelving units	350 CZK	■	350 CZK
Refrigerator 95 l, dimensions 55 x 55 x 90 cm	950 CZK		0
Electric kettle	200 CZK		0
Shelf 100 x 30 cm	170 CZK		0
Short display cabinet – glass top 100 x 50 x 100 cm	950 CZK		0
Counter with shelf 100 x 50 x 100 cm	490 CZK		0
Quarter circle counter, diameter 1 m	950 CZK	■	950 CZK
Glass display cabinet, tall, with lighting 100 x 50 x 250, 1 shelf	1350 CZK		0
Additional shelf for display case	100 CZK		0
Separating panel outside of basic construction 100 x 250 cm	600 CZK		0
Self-standing panel – infopanel etc. 100 x 250 cm	1150 CZK		0
Octanorm hanger	170 CZK		0
Standing hanger	170 CZK		0
Lockable cabinet 80 x 30 x 80	450 CZK	■	900 CZK
Trash can	50 CZK	■	50 CZK

The total calculation

Calculation – stall + Calculation – indoor equipment = 24 490 + 15 050 = **CZK 39 540 net of VAT**

No. 2 – Price list of subsequently ordered services

Equipment	Price without VAT
Octanorm 1 x 2,5 m ²	800 CZK
Standard carpet	170 CZK
Rectangular table 80 x 80 cm	300 CZK
Round white table, diameter 75 cm	300 CZK
Bar table, diameter 65 cm	300 CZK
Metal upholstered chair	200 CZK
Spot light – extra requirement	150 CZK
Triple socket	70 CZK
Folding door	1000 CZK
Sink	1400 CZK
Bar stool	250 CZK
Rack with 3 shelves 100 x 50 x 250 cm	590 CZK
LCD 42" hooks & installation included	5400 CZK
LCD 50" hooks & installation included	7200 CZK
Wire shelving units	350 CZK
Refrigerator 95 l, dimensions 55 x 55 x 90 cm	950 CZK
Electric kettle	200 CZK
Shelf 100 x 30 cm	170 CZK
Short display cabinet – glass top 100 x 50 x 100 cm	950 CZK
Counter with shelf 100 x 50 x 100 cm	490 CZK
Quarter circle counter, diameter 1 m	950 CZK
Glass display cabinet, tall, with lighting 100 x 50 x 250, 1 shelf	1350 CZK
Additional shelf for display case	100 CZK
Separating panel outside of basic construction 100 x 250 cm	600 CZK
Self-standing panel – infopanel etc. 100 x 250 cm	1150 CZK
Octanorm hanger	170 CZK
Standing hanger	170 CZK
Lockable cabinet 80 x 30 x 80	450 CZK
Trash can	50 CZK