

CONTRACT OF PARTICIPATION

ASSURED* Public Transport User Group

* fASt and Smart charging solutions for full size URban hEavy Duty applications

This Contract is being concluded between the International Association of Public Transport, hereinafter referred to as UITP, with a registered office at Rue Sainte-Marie 6, B-1080 Brussels, Belgium, represented by:

- Mr [REDACTED] ASSURED Project Director, Director of Research & Innovation Department
- Mrs [REDACTED] Financial Director

AND

Dopravní podnik hl. m. Prahy, akciová společnost (Prague Public Transit Co., Inc.)

with a registered office at the address: Czech Republic, 190 22 Praha 9, Sokolovská 217/42

Hereinafter referred to as the **Contractor**, represented by:

- Mr Martin Gillar, Chairman of the Board of Directors
- Mr Ladislav Urbánek, Vice-Chairman of the Board of Directors

Whereas

In the frame of the ASSURED (*fASt and Smart charging solutions for full size URban hEavy Duty applications*) project, co-financed by the European Union's Horizon 2020 Research and Innovation Programme under grant agreement No 769850, UITP as a project member and responsible for the Demonstrations activities is leading the ASSURED Public Transport User Group.

In consideration of the fact that the Contractor has declared his willingness to participate in the so-called "ASSURED Public Transport User Group", a network of public transport stakeholders, mainly operators and public transport organising authorities managed and led by UITP.

It is agreed as follows:

Article 1. Purpose of the contract

The purpose of this contract is to specify the rights and obligations of both parties with regard to the Contractor's participation in the ASSURED Public Transport User Group.

Article 2. Beginning, duration and end of the contract

ASSURED is a 48-months project, running from the 1st of October 2017 until the 30th of September 2021.

This contract shall enter into force immediately after the signature by both parties and shall expire at the end of the project in September 2021.

Article 3. Obligations of the Contractor and UITP

Mr [REDACTED] has been nominated as Expert representing Dopravní podnik hl. m. Prahy, akciová společnost, in the ASSURED PT User Group, hereinafter referred to as the **Expert**. The Expert should have a high level of know-how in Urban Mobility issues and Electric Bus Systems and should attend personally the meetings of the User Group. The Expert shall actively participate in the User Group meetings and tasks showing high level of engagement with the User Group objectives.

3.1 Objectives of the ASSURED UG

The main objective of the ASSURED Public Transport User Group is to enlarge the assessment and validation of the ASSURED concepts and results through independent expert advice. During dedicated meetings, the PT User Group members will contribute actively to the operational performance assessment of the developed innovations in particular regarding the interoperability of the charging solutions developed and tested within the project. Members will provide updates on the latest developments on electric buses in their cities enabling mutual learning and knowledge exchange.

The User Group members will also follow the evolution of the ASSURED activities, contribute to the project development and validate the project results. Through the User Groups assessments, the Consortium will be able to widen its results, adapting them better to the needs of public transport operators and authorities.

3.2 Expert obligations and services

The assigned Expert will perform the following services:

- Active participation in ASSURED Public Transport User Group meetings and discussions (max. two meetings per year).
- Provision of feedback on ASSURED documents submitted to him/her.
- Follow the progress and assess the results of the project in a constructive manner, in line with the project goal.
- Invitation to disseminate ASSURED through the different communication channels of the contractor (events, website, newsletters, etc.).

UITP will provide logistical and management support to the ASSURED Public Transport User Group meetings including the dissemination of documents, and planning/preparation of the meetings. The Expert will be responsible for his travel and hotel arrangements.

The language of the ASSURED Public Transport User Group will be English.

Article 4. Fees and Travel Expenses

UITP will reimburse to the Contractor declared travel costs related to his/ her participation in the User Group meetings (economy class travel and accommodation), respecting the limitations given in Article 5. In order to be reimbursed, the Contractor will provide originals of the travel and accommodation invoices.

Article 5. Budget

The total sum of the reimbursements paid to the Contractor on the basis of Article 4 shall not exceed EUR 700 € per travel. Exceptionally, the Contractor may submit a request to UITP to revise the limits in relationship with the cost of air tickets from the Contractor's location to meeting locations. UITP shall decide on a case by case basis if the request can be agreed upon or not.

Article 6. Arrangements for travel reimbursements

All expenses, without exception, need prior approval by the UITP ASSURED Project Director in Brussels. For reimbursement all original proofs of expenditure must be provided to UITP together with the dedicated ASSURED travel expenses form filled out. All approved expenses will be reimbursed subject to the application of UITP usual administrative procedures. Expenditure not approved by UITP or without original proofs of expenditure will not be reimbursed.

Article 7. Audit

The European Commission may, at any time during the implementation of the project and up to five years after the end of the project, arrange for financial audits to be carried out, by external auditors, or by the European Commission services themselves including OLAF. The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the European Commission. Such audits may cover financial, systemic and other aspects (such as accounting and management principles) relating to the proper execution of the contract. They shall be carried out on a confidential basis.

The Contractor shall make available directly to the European Commission all detailed information and data that may be requested by the European Commission or any representative authorized by it, with a view to verifying that the contract is properly managed and performed in accordance with its provisions and that costs have been charged in compliance with it.

The Contractor shall keep the originals or, in exceptional cases, duly authenticated copies – including electronic copies - of all documents relating to the contract for up to five years from the end of the project. These shall be made available to the European Commission where requested during any audit under the contract.

In order to carry out these audits, the Contractor shall ensure that the European Commission's services and any external body(ies) authorized by it have on-the-spot access at all reasonable times, notably to the consultant's offices, to its computer data, to its accounting data and to all the information needed to carry out those audits. They shall ensure that the information is readily available on the spot at the moment of the audit and, if so requested, that data be handed over in an appropriate form.

The European Court of Auditors shall have the same rights as the European Commission, notably right of access, for the purpose of checks and audits, without prejudice to its own rules. In addition, the European Commission may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the European Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EC) No 1073/1999 of the European Parliament and of the Council of 25 May 1999 concerning investigations conducted by the European Anti-Fraud Office (OLAF) Council Regulation (Euratom) No 1074/1999 of 25 May 1999 concerning investigations conducted by the European Anti-Fraud Office (OLAF).

Article 8. Confidentiality and ownership

During the project and for a period of five years after its completion, the Contractor undertakes to preserve the confidentiality of any data, documents or other material that is identified as confidential in relation to the execution of the project. The Contractor and his employees shall be bound by the code of confidentiality and mandatory discretion in respect of all facts, information, documents and decisions to which he is party in the course of the assignment. He shall in particular abstain from any written or oral communication on these subjects and any communication of documents to the third parties without the prior approval of UITP.

Paragraph 1 no longer applies where:

- the confidential information becomes publicly available by means other than a breach of confidentiality obligations;
- UITP subsequently informs the recipient that the confidential information is no longer confidential

The Contractor undertakes to use such confidential information only in relation to the execution of the project unless otherwise agreed with UITP.

Notwithstanding the preceding paragraphs, the treatment of data, documents or other material which are classified ("classified information") or subject to security restrictions or export or transfer control, must follow the applicable rules established by the relevant national and Community legislation for such information, including the European Commission's internal rules for handling classified information.

The Contractor asserts his copyright under the European Copyright Directive 2001. The Contractor hereby grants a licence to UITP and the ASSURED Consortium for the purposes of the ASSURED project only, to make use of all information produced under this Agreement, this licence to be for the duration of this Agreement and in perpetuity thereafter.

All data collected from ASSURED Public Transport User Group members will be aggregated for inclusion in reports; individual data will be kept confidential.

Article 9. Termination of the Contract

This contract may expire before the end date of the project in case of a serious neglect on the side of the Expert and, in particular, following a period of his/her inactivity in the User Group. Such situation will be evaluated under the discretion of UITP on a justified basis: non participation in two User Group meetings and/ or inactive participation in the User Group activities. UITP would duly inform the Expert about the possibility to exclude him/her from the group and to replace him/her with another participant.

The composition of the User Group could evolve during the project period in consequence of the evolution of the project itself. If the expertise of new participants seems relevant for the good of the project, UITP could ask the Expert to quit the ASSURED User Group in order to leave his/her place to a new member.

Article 10. Formalities to be completed by the Contractor

The Contractor declares that he has undertaken all administrative formalities required under his country's legislation concerning his, covering in particular: taxes, insurance and social security funds, and shall relieve UITP from any liability in case of any failure on his part to meet his obligations.

The Contractor may be required to obtain coverage for the risks for which he is responsible, as well as for his civil liability.

Article 11. Governing Law

Should any dispute or litigation occur between the parties with respect to this Agreement the parties will do their utmost to settle on an amicable basis. If this proves not to be possible, the courts of Brussels shall have sole jurisdiction and Belgian law is to apply. This agreement shall be governed by and interpreted according to the laws of Belgium.



ACCEPTED AND AGREED:

UITP

**Dopravní podnik hl. m. Prahy, akciová společnost
(Prague Public Transit Co., Inc.)**

by:

by:

N [redacted]

Mr. Martin Gillar

and

and

[redacted]

Mr. Ladislav Urbánek

[redacted]

Mr. Martin Gillar

[redacted]

Mr. Ladislav Urbánek

Date :

Date :

