

DATED 13/7/2018

WOOD ENVIRONMENT & INFRASTRUCTURE UK LIMITED

AND

CENIA, Czech Environmental Information Agency

SUB-CONSULTANCY AGREEMENT

relating to

Integrated assessment of 2nd RBMPs

Issued under the EC Freshwater Policy Framework ENV.C.1/FRA/2016/0014

Wood Environment & Infrastructure UK Limited
Partnership House



BETWEEN:

- (1) **WOOD ENVIRONMENT & INFRASTRUCTURE UK LIMITED** whose registered office is at [REDACTED]
- (2) **CENIA, Czech Environmental Information Agency** whose registered office is at [REDACTED] (the "Sub-Consultant")

WHEREAS:

- A. By a Specific Contract dated 24/07/2017 between Wood and the European Commission, a copy of which (excluding any information Wood considers to be confidential) is attached to this Agreement and marked Annex I, Wood agreed to provide certain services to the European Commission in connection with "Integrated assessment of 2nd RBMPs".
- B. The Sub-Consultant has agreed to perform some of those services on the terms contained in this Agreement.

IT IS AGREED as follows:

1. In this Agreement the following words shall have the following meanings:
 - 1.1 "Agreement" means this document and all attached Schedules and Annexes, as may be varied or extended from time to time in accordance with clause 18;
 - 1.2 "Client" means the European Commission;
 - 1.3 "Confidential Information" means all information relating to the business, affairs, customers, clients, suppliers or market opportunities of Wood that would be regarded as confidential by a reasonable business person;
 - 1.4 "Framework Contract" means the Framework Contract for Services entered into between Wood and the Client dated 14/11/2016 (Contract No. ENV.C1/FRA/2016/0014 relating to Evaluation, Review and Development of EU Water Policy), a copy of which (excluding any information Wood considers to be confidential) is attached to this Agreement and marked Annex II;
 - 1.5 "Main Contract" means the Framework Contract and Specific Contract, details of which are referred to in Recital A above;
 - 1.6 "Services" means the services set out in Schedule 1 to this Agreement.
2. The Sub-Consultant shall provide the Services in accordance with and subject to the terms and conditions of the Main Contract in every way as if it were a party to the Main Contract. Subject to the provisions of the Main Contract, the Sub-Consultant shall provide the Services with all reasonable skill, care and diligence as may

reasonably be expected of a consultant experienced in the scope, type and complexity of services similar to the Services.

3. The Sub-Consultant shall indemnify Wood against any and all liability (including costs and/or expenses) which Wood may incur to the Client or to any third party arising out of claims, demands or any other proceedings made against Wood in consequence of any breach by the Sub-Consultant of this Agreement or in consequence of any negligence, error or omission of the Sub-Consultant's employees and/or agents arising out of the Services.

4. 4.1 Subject to the full and proper performance of the Services in accordance with this Agreement to the satisfaction of Wood and the Client, Wood will pay the fees and expenses as set out in Schedule 2 to the Sub-Consultant. The Sub-Consultant shall submit to Wood an invoice for the fees or each instalment of the fees as relevant, together with all supporting documents that are necessary to check the invoice (which for the avoidance of doubt will include any supporting documents or information specifically required by the Client).

4.2

Payment of all fees and expenses due to the Sub-Consultant pursuant to clause 4.1 above shall be made by Wood within 14 days of Wood receiving monies from the Client under the Main Contract in respect of the Services to which the relevant invoice from the Sub-Consultant relates. Under no circumstances will the Sub-Consultant become entitled to payments from Wood that exceed amounts received or recovered (as the case may be) by Wood under the Main Contract in respect of the Services to which the invoice from the Sub-Consultant relates.

4.3

If any payment due under the Main Contract in respect of the Services shall be withheld or delayed in consequence of a breach by the Sub-Consultant of this Agreement or negligence, errors or omissions of the Sub-Consultant's employees and/or agents, the Sub-Consultant shall:

4.3.1 at its own expense provide all assistance necessary to enable Wood to obtain payment in respect of the Services under the Main Contract;

4.3.2 waive any right, statutory or otherwise, to suspend the performance of the Services in accordance with this Agreement; and

4.3.3 indemnify Wood in accordance with clause 3 above.

5. This Agreement shall be deemed to come into effect on the earlier of:

5.1 the date of this Agreement; and

5.2

the date on which the Sub-Consultant commenced performance of the Services.

6. 6.1

The Sub-Consultant will hold in confidence any and all Confidential Information acquired by, or disclosed to, the Sub-Consultant in the course of its association with Wood pursuant to this Agreement (whether in writing, verbally or by any other means and whether before or after the date of this Agreement). The Sub-Consultant must not use such Confidential Information for any purposes other than as required in the provision of the Services. This

restriction shall continue to apply until such Confidential Information is in the public domain.

- 6.2 The Sub-Consultant shall not, without the prior written consent of Wood publish alone or in conjunction with any other person, any articles, photographs or other illustrations relating to the Services.
7. The Sub-Consultant assigns to Wood all the Sub-Consultant's inventions, copyright or other intellectual property rights which it may acquire in the course of or arising out of the provision of the Services including any such rights in respect of which it is a part-owner. The Sub-Consultant agrees to notify Wood of the creation of any such rights and to execute any documents required by Wood to transfer or assign ownership to Wood.
8. Time shall be of the essence in relation to the performance of the Services under this Agreement.
9. NOT USED
10. The Sub-Consultant shall not assign, novate, sub-contract or otherwise transfer any of its rights or obligations under this Agreement. If the Main Contract so requires, Wood shall be entitled to assign, novate or otherwise transfer any or all of its rights and obligations under this Agreement as required of Wood under the Main Contract. In the event of such transfer, the assignee/successor shall be deemed to be included in the expression "Wood".
11. If the Sub-Consultant is provided with a copy of the quality plan produced by Wood in respect of the performance of the Main Contract, the Sub-Consultant shall at all times provide the Services in all respects in accordance with the quality plan.
12. In the event of termination or suspension of the Main Contract, this Agreement shall be terminated or suspended on as nearly as possible the same terms and consequential agreements and arrangements as those of the Main Contract provided that under no circumstances shall the Sub-Consultant become entitled to payments from Wood in excess of amounts received or recovered (as the case may be) by Wood under the Main Contract in respect of the Services. Wood shall not be liable to the Sub-Consultant for any loss of profit, loss of contract(s) or other losses and/or expenses incurred as a result of such termination or suspension.
13. Without prejudice to clause 12 above, Wood reserves the right to determine this Agreement at any time by giving not less than 14 days' notice in writing to the Sub-Consultant.
14. Should the Sub-Consultant fail to perform its obligations under this Agreement within the time limits set by the Main Contract then, without prejudice to the Sub-Consultant's actual or potential liability incurred in relation to the Agreement or Wood's right to terminate the Agreement, Wood may decide to impose liquidated damages at a rate as set out within Article 11.15 of the Framework Contract. The Sub-Consultant may submit arguments against this decision within twenty one days of notification by recorded delivery with acknowledgement of receipt or equivalent. In the absence of reaction on its part or of written withdrawal by Wood within thirty five days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. Wood and the Sub-Consultant expressly acknowledge and agree that any sums payable under this

clause are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

15.1 The Sub-Consultant undertakes to protect the standards of business practice of Wood (which, for the purposes of this clause 15.1 shall include Wood pic and its subsidiary companies, as defined in Section 1159 of the Companies Act 2006) at all times and to act in such a way as to uphold Wood's good name and reputation and not to do or attempt to do any act or thing which is intended to and/or which in fact causes any damage to or brings discredit upon Wood, and in particular the Sub-Consultant represents that it has not, and covenants that it will not, directly or indirectly:

15.1.1 offer to give or agree to give to any Government Official or director, officer, employee or agent of any past or potential client, customer, supplier, consultant or any other third party any gift or consideration of any kind as an inducement or reward for doing or for forbearing to do or for having done or forborne to do any action in relation to a tender, contract or any other business dealings or for showing or forbearing to show any favour or disfavour to any person in relation to a tender, any contract or any other business dealings; or

15.1.2 induce or attempt to induce any Government Official or any officer, servant or agent of any private body to depart from his duties to his employer.

For the purposes of this clause 15.1, "Government Official" includes (a) any officer or employee of, or any person representing or acting on behalf of, (i) any level of government (whether federal, provincial, state, municipal or other), including, without limitation, any governmental agency or department; (ii) entities wholly or partially owned or controlled by any level of government; or (iii) public international or intergovernmental organisations; (b) a person who holds a legislative, judicial or military position; or (c) political parties, party officials and candidates for political office.

15.2 Furthermore, the Sub-Consultant represents that, in connection with this Agreement, it has not, and covenants that it will not, contravene the following laws, to the extent applicable:

15.2.1 The Foreign Corrupt Practices Act of the United States; The Corruption of Foreign Public Officials Act of Canada; The Bribery Act 2010 of the United Kingdom; and similar or equivalent legislation or regulation in those or any other jurisdictions that may be applicable to activities in connection with this Agreement;

15.2.2 The laws applicable to the maintenance of business books and records;

15.2.3 The laws regarding boycotts;

15.2.4 The laws regarding trade sanctions and export administration and control; and

15.2.5 The laws regarding antitrust and competition.

- 15.3 The Sub-Consultant shall permit Wood and its third party representatives, on reasonable notice during normal business hours, to access the Sub- Consultant's books, records and accounts (including, without limitation, records relating to the origin and legitimacy of any funds paid to the Sub- Consultant and all disbursements made for or on behalf of the Sub- Consultant) relating to the activities undertaken in connection with this Agreement and to meet with the Sub-Consultant's personnel to audit such Party's compliance with its obligations under this Clause 15. Such audit rights shall continue for six years after termination of this Agreement. The Sub- Consultant shall give all necessary assistance to the conduct of such audits during the term of this Agreement and for a period of six years after termination of this Agreement.
- 15.4 In addition, the Sub-Consultant undertakes to promptly (and in any event within 14 days) notify Wood of any alleged potential, suspected or actual breach of the undertakings in this Clause 15 and to provide reasonable cooperation to Wood in investigating and resolving any such breach as promptly as practicable.
- 15.5 If Wood believes that the Sub-Consultant is in breach of this Clause 15, then Wood may terminate this Agreement with immediate effect by giving written notice to the Sub-Consultant.
16. If any term or provision of this Agreement shall be held to be illegal or unenforceable, or rendered ineffective, in whole or in part, under any enactment, such term or provision shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.
17. Nothing in this Agreement confers or purports to confer on any third party any benefit or right to enforce any of its terms, save that the Client may enforce this Agreement against the Sub-Consultant if required for the purposes of the Main Contract.
18. This Agreement constitutes the entire agreement between the parties in relation to the Services. This Agreement may only be amended by agreement in writing signed by both the parties.
19. The Sub-Consultant's liability to Wood under or in connection with this Agreement shall not expire until the date upon which Wood's liability in respect of the services to the Client expires under the Main Contract.
20. A notice given to either party under or in connection with this Agreement shall be in writing and delivered or sent to that party at the address or to the fax number given in Schedule 1 to this Agreement or as otherwise notified in writing to the other party. Notices may be delivered by hand or sent by pre-paid first class post or pre-paid airmail (in both cases providing proof of postage) or fax and the corresponding deemed delivery date and time shall be as follows:
 - 20.1 if delivered by hand, on signature of a delivery receipt;
 - 20.2 if sent by pre-paid first class post, 9.00 am on the second business day after posting;
 - 20.3 if sent by pre-paid airmail, 9.00 am on the fifth business day after posting;
 - 20.4 if sent by fax, at the time of transmission.

For the purpose of this clause, all references to time are to local time in the place of deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when the banks are not open for business, it shall be deemed to take place at 9.00 am on the day when business next starts in the place of receipt. For the avoidance of doubt, a notice given under this Agreement is not valid if sent by e-mail.

21. If any dispute arises in connection with the Main Contract and Wood is of the opinion that such dispute is relevant to the Services, Wood may by notice in writing require that the Sub-Consultant provides such information and attends such meetings in connection with the dispute as Wood may require. Wood may also require by serving notice in writing that any such dispute under the Agreement be dealt with jointly with the dispute under the Main Contract in which case the dispute provisions contained in the Main Contract shall also apply to the Sub-Consultant mutatis mutandis.
22. Wherever under this Agreement any sum of money is recoverable from, or payable by, the Sub-Consultant, that sum may be deducted from any sum then due, or which at any later time may become due, to the Sub-Consultant under this Agreement or under any other contract with Wood.
23. Where, after the award of the Main Contract, the award procedure or the performance of the Main Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Sub-Consultant, Wood may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Sub-Consultant, in proportion to the seriousness of the errors, irregularities or fraud.
24. This Agreement shall in all respects be construed in accordance with the laws of England and subject to clause 21, the parties submit to the exclusive jurisdiction of the English courts.

IN WITNESS of which the parties have signed this Agreement on the date set out above.

SIGNED for and on behalf of
**WOOD ENVIRONMENT
& INFRASTRUCTURE
UK LIMITED**

by:

(authorised signatory)

SIGNED for and on behalf of
the Sub-Consultant

(authorised signatory)

SCHEDULE 1

The Client:

Name: European Commission

The Main Contract:

Date: 24th July 2017

Title: Integrated assessment of 2nd RBMPs

Parties: Wood Environment & Infrastructure UK Limited and European Commission

Services to be supplied by the Sub-Consultant:

The services to be supplied by CENIA, Czech Environmental Information Agency are detailed in:

- the Wood Environment & Infrastructure UK Limited proposal, Reference: European Commission Proposal_RBMP_v05_imaster.docx (see Annex B of Annex 1 of this contract document);
- Specifically to have the responsibility to:
 - Undertake the member state assessments for the Czech Republic and Slovakia,
- as amended and agreed through the course of the project.

Address and fax number (clause 20):

Contact:

[REDACTED]

[REDACTED]

SCHEDULE 2

Fees and Expenses:

The maximum amount paid by the Commission under the Main Contract is €1,497,242.50.

Fees for the sub-contractor (including expenses) will be: € 18,984. This is a fixed price contract.

The services to be supplied by CENIA, Czech Environmental Information Agency are detailed in:

- the Wood Environment & Infrastructure UK Limited proposal, Reference: European Commission Proposal_RBMP_v05_imaster.docx (see Annex B of Annex 1 of this contract document);
- Specifically to have the responsibility to:
 - Undertake the member state assessments for the Czech Republic and Slovakia,
- as amended and agreed through the course of the project.

Fees shall be calculated in accordance with the Financial Proposal in the Wood Environment & Infrastructure UK Limited proposal (see Annex B of Annex 1 of this contract document) and in line with the payment schedule in Annex A of the specific contract (see Annex A of Annex 1 of this contract document). All expenses must be accompanied by receipts (in line with the main Framework Service Contract).

ANNEX I

(Copy of the Specific Contract)

ANNEX II

(Copy of the Framework Contract)