

**MEMORANDUM** on cooperation for the development of public systems for shared bicycles in the territory of the Capital City of Prague (hereinafter later referred to only as the “Memorandum”)

**Capital City of Prague**, Mariánské náměstí 2, 110 00 Praha 1, TIN: 00064581 (hereinafter later referred to only as the “**CCP**”)

represented by: ....

and

**XYZ s.r.o.**, Koubelíkova 90, Company ID: 256 859 777, registered in .../registered in the Commercial Registry held at the ... Court in ... under File No. ... (hereinafter later referred to only as the “**XYZ**”)

represented by: ....

## **Preamble**

CCP considers the development of system for public bike sharing as very important within his territory, in particular for the reason of improving the quality of urban mobility for short distances, the improvement of accessibility and availability of places, the extension of tributary areas of public mass transport, a decrease in CO<sub>2</sub> emissions and of other harmful substances in air and the availability of mobility services to the majority of society. The primary idea of this service is in accordance with the principles of a permanently sustainable city development, therefore it deserves support. However, the service should not limit the city functionality as a whole and the life of its citizens.

Hereby in this memorandum, both Parties declare the conditions under which they are interested to cooperate mutually on the above mentioned purpose. This memorandum represents an expression of their mutual effort to develop the system of public bike sharing.

## **1. Joint objectives**

1.2. **XYZ** is interested in cooperation with the CCP for the purpose of the achievement of the following fundamental objectives:

- Offer the service of shared bikes so the demand within a traffic chain is satisfied
- Improve the connection of bicycle traffic to the public mass transport in the city
- Increase the share of bicycle traffic on the city traffic performance
- Decrease the impact of externalities, generated by individual automobile traffic
- Improve public awareness in the area of safe traffic behaviour and mutual consideration

1.3. **XYZ** will also cooperate with the CCP to improve the conditions for safe bicycle riding in the city, including parking. For this purpose, **XYZ** will provide a detailed annual report to the CCP about the development of its services, the number of provided bicycles within the territory of Prague and will share the required data about the use of bicycles.

1.4. CCP will extend the possibilities of bicycle parking within its territory and will support the creation of new bike stands in public areas in sufficient quantity and intensity so it will be possible to park bicycles within an acceptable travelling distance, without any conflicts and in a legal way.

## **2. Data sharing**

2.1. The CCP takes into account that the data intermediated by XYZ represent the ownership of XYZ and are designed only for the internal needs of the city and for the meeting of objectives specified in part. 1.2 of this Memorandum. The CPP has no right to provide data to any third parties without the agreement of XYZ.

## **3. Operation of the bike sharing system**

3.1. XYZ agrees to the observation and execution of the Basic Criteria for a Safe System of Bike Sharing in Prague, approved by the Council of the Capital City of Prague by its resolution No. 476 from March 13, 2018, forming an annex to this Memorandum as well.

3.2. XYZ shall perform regular maintenance of the bikes it operates so they are rideable and safe as well as checking them regularly and transporting them to other places, designed for parking, according to demand.

3.3. XYZ shall perform the following points at its own costs:

- Checks of incorrect parking of its bicycles.
- Precise informing of users of the system of shared bikes about the places where it's possible to leave the bikes and setting of sanctioning procedures for not meeting these obligations.
- Allowing online and phone notification of an event/problem related to the bicycles of the user, as e.g. incorrect parking, damaged bicycle, even by persons who are not registered users.
- Removal of inappropriately parked bicycles (e.g. not allowing passing or driving through for other users of a public area) no later than 24 hours from the time when such problem was notified.
- Removal of non-rideable bicycles and solving any other notified problem no later than two business days.
- Active promotion and support of bicycle rides as an equal transportation means in the city.

## **4. Mutual confidence**

4.1. During the cooperation, confidential documents and information may be provided and exchanged. None of the Parties may provide such documents to any third parties and shall maintain confidentiality thereabout. This shall not apply in the following cases:

- Other Party provides consent to their availability for any third party.
- If any of the Parties utilize the services of any third party for the execution of objectives, based on this Memorandum, under the presumption that it will assure that such third party adopted the confidentiality obligation.
- If the documents and information are required by court, prosecutor's office or an administrative authority with subject-matter jurisdiction on the basis of law and shall be used for the lawfully presumed purpose.
- If there is an issue, the provision of which to any third party is in the public interest.
- If the party, receiving such information, has received it before from a publicly accessible sources or in any other way, not breaching the confidentiality obligation.

4.2. Both Parties respect and maintain the ownership of the confidential documents of the second Party.

4.3. This Memorandum is a public document and both Parties have the right to make it public.

4.4. Parties to the Memorandum agree explicitly that this Memorandum will be held in the Central Evidence of Contracts (CES), kept by the CCP, which is publicly accessible and contains the data about the Memorandum Parties, numerical designation of the Memorandum, date of its signature and the text of this Memorandum. At the same time, both Parties declare that they do not consider the facts mentioned in this Memorandum as a business secret in terms of art. 504 of act No. 89/2012 Coll., the Civil Code, as amended, and they provide their consent to their use and publishing, not setting any further conditions.

## **5. Solution of disputes**

5.1. In the event any of the Parties has doubt or complaints against the functionality of cooperation Parties according to the concluded Memorandum, both Parties will strive to solve such disputes in an amicable way, to the best knowledge and belief, to achieve a mutual and just solution, satisfactory for both Parties.

5.2. In the event one of the Parties receives an official grievance or complaint against the system functionality, both Parties will share all the information and circumstances, essential for the case in subject.

5.3. None of the Parties may inform the media before any efforts are made to solve the mutual disputes between each other in at least an informative manner and subsequently by an official grievance or complaint.

5.4. Both Parties express their interest to cooperate mutually and to allow their mutual participation in press conferences, essential for the Memorandum content.

## **6. Final provisions**

6.1. This Memorandum comes into force and effect on the day of its signature by both Parties. Activities related to the performance of this Memorandum shall be initiated from the date of its execution.

6.2. In the event of dissatisfaction with cooperation, defined in this Memorandum, both Parties have their right to terminate the validity of this Memorandum.

6.3. Any annexes related to the content of this Memorandum shall be made in writing after mutual agreement and executed by both Parties.

6.4. This Memorandum will be executed in two counterparts, in the Czech and English languages. In the event of an interpretation dispute, the Czech version shall prevail.

6.5 This Memorandum is not binding and no Party intends to establish any liabilities through this document.

6.6 The Parties agreed that mutual relations, based on this Memorandum, shall be governed by the law of the Czech Republic.

On behalf of the CCP

On behalf of XYZ

On:

On:

.....

.....

Name and surname, title/Power of Attorney

Name and surname, title/Power of Attorney

ANNEX TO MEMORANDUM

## BASIC CRITERIA FOR A SAFE BIKE SHARING SYSTEM IN PRAGUE

### A) Bicycles:

- a. Shall meet the conditions, required by Czech legislations, in particular in regard to act No. 56/2001 Coll. on Conditions for Operating Vehicles on the Road and amending act no. 168/1999 Coll., on Vehicles Insurance for Damage caused by Vehicle Operation and Amending Certain Related Acts (Act on Vehicle Insurance), as amended by act No. 307/1999 Coll.
- b. And implementing Regulation No. 341/2014 Coll. on the Approval of the Roadworthiness and Technical Conditions for Operating Vehicles on Roads.
- c. Electric bikes must comply with the CSN EN 15194+A1 (EPAC) standard.
- d. They shall be designated by the name of the operator transparently.
- e. Their unique identification number will be visible and the operator will be able to submit a list of bikes, moving within the territory of the CCP, to the city.
- f. They will have the system operator's phone number placed clearly for the purpose of problem notifications, while the phone number must be on the network of a Czech operator whose staff must be available to callers 24/7 in the Czech or English languages.

### B) System operator:

- a. Will secure the operation of a user application in the Czech and English languages.
- b. Will notify the CCP about the identification data of the operator who will be a registered subject in the Czech Republic and also a responsible person who all the situations regarding the system may be solved with in the Czech language.
- c. Will inform the user clearly and transparently about safely and correctly riding a bicycle in the city.
- d. Will discuss the appropriate and safe places for the parking of bicycles with the respective municipal districts where such bicycles won't limit, nor endanger the other traffic participants.
- e. Will actively inform the users about such places and motivate them to utilize them.
- f. Will transport bicycles parked in an inappropriate and dangerous manner to a place agreed upon with the municipal district or to any other area, which the operator received the consent of the owner to.
- g. Bears responsibility for any injuries and damage caused by the use and operation of the system, including bicycles parked in an inappropriate and dangerous manner.
- h. Will remove non-rideable and damaged bicycles from public areas without delay.