



EUROPEAN UNION  
European Structural and Investing Funds  
Operational Programme Research,  
Development and Education



MINISTRY OF EDUCATION,  
YOUTH AND SPORTS

**Fyzikální ústav AV ČR, v. v. i.**

**and**

**Walnut Technology Consulting GmbH**

---

**AMENDMENT NO 1 TO THE CONTRACT  
FOR WORK**

---



## **Amendment No 1 to the Contract for Work**

ref. No of the Client S15/092 E, concluded on 20/5/2015 between the following parties (hereinafter the "**Contract**")

### **1 PARTIES**

#### **1.1 The Client:**

Fyzikální ústav AV ČR, v.v.i., having its registered office at: Na Slovance 2, Prague 8, ZIP Code 182 21 represented by: prof. Jan Řídký, DrSc. in his capacity of Director registered in the Register of the Public Research Institutions of the Ministry of Education, Youth and Sports of the Czech Republic,

Identification Number: 68378271

(hereinafter the "**Client**")

and

#### **1.2 the Contractor:**

Walnut Technology Consulting GmbH

having the registered office in: Postallee 29, D-21279 Wenzendorf, Germany

Identification Number: HRB 200 525

registered in Registergericht Tostedt

represented by Prof. Rübhausen, in his capacity of Geschäftsführer

(hereinafter the "**Contractor**");

(the Client and the Contractor may be referred to herein jointly as the "**Parties**", or each of them separately as the "**Party**").

### **2 INTRODUCTORY PROVISIONS AND SCHEDULE MODIFICATION**

#### **2.1 The Parties conclude this amendment to the Contract (hereinafter the "**Amendment**") taking into account the following facts:**

- (a) Upon the date of fulfilment of the Deliverable D6 as specified by the Contract (System verification, on 1/10/2016) the Client will not be completely ready to carry out the System verification process together with the Contractor mainly due to non-readiness of its premises.
- (b) The Contractor is prevented from delivering the Deliverable D6 in time because of reasons out of the Contractor's control or influence (one-sided termination of a lease contract for its manufacturing premises by the landlord) which allows it to request postponement of the deadline by up to 100 days according to art. 4.10 of the Contract.
- (c) The Contractor was not fully prevented from performing the Contract and extended time granted by the Amendment shall be used also to deliver the System better than specified by the Contract due to more time and effort devoted to certain subsystems development. Particularly an upgraded control unit for the magnetic field head



might be used for the System. This will allow the Client to reach higher magnetic fields in experiments which will increase the capabilities of the System beyond the specifications stipulated by the Contract. The Contractor shall employ all needed effort to implement such improvement, however, for avoidance of doubt it is not legal obligation of the Contractor to reach such improvement.

(d) The Contractor requests no additional costs for the System improvement described above.

2.2 The Deliverables and Payments Schedule that forms Annex No. 2 to the Contract is hereby replaced with modified Deliverables and Payments Schedule that forms annex no 1 to this Amendment.

### 3 FINAL PROVISIONS

3.1 The Client hereby informs the Contractor that source of funding for the Contract implementation identified in art. 2.1 of the Contract is replaced by the new one: Operational Programme Research, Development and Education and the updated project identification is as follows: "ELI: EXTREME LIGHT INFRASTRUCTURE – phase 2," No. CZ.02.1.01/0.0/0.0/15\_008/0000162.

3.2 All terms commencing with capital letters in the Amendment have the same meaning as specified by the Contract.

3.3 The Amendment becomes valid and comes into force on the date of its signature by the authorized representatives of both Parties.

3.4 The Amendment was made out in the English language in four (4) counterparts, each having the force of original. Each Party shall receive two (2) counterparts.

3.5 By affixing their signature hereto the Parties express their consent with the content hereof in its entirety.

3.6 The Annex below forms an integral part of this Amendment:

Annex 1 "Deliverables and Payments Schedule - modified"

Signed in Prague on

On behalf of:

Fyzikální ústav AV ČR, v. v. i.

30.6.2016

Signature: \_\_\_\_\_

Name: prof. Jan Řídký, DrSc.

Title: Director

Signed in \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_ on 03.07.2016

On behalf of:

Walnut Technology Consulting GmbH

Signature: \_\_\_\_\_

Name: prof. Michael Rübhausen

Title: Geschäftsführer



**Annex 1- Deliverables and Payments Schedule - modified**

Deliverable No.	deliverable	payment	date	Output	comment
D1	Contract/Acquisition	20 %	7.5.2015	Signed contract	
D2	Final technical drawings	30 %	31.10.2015	Drawings and CAD models: demonstrated in report	Report should show that technical requirements marked with D2 are fulfilled
D3	Project Execution Evaluation	15%	30.11.2015	Report	Evaluation done by supplier and verified by contractor through a visit to supplier's site.
D4	Testing of components	5%	15. 7. 2016	Report	
D5	FATs	20 %	15.10. 2016	Report	
D6	System verification	10 %	15.12. 2016	Report + data	As defined in the technical specifications. Report should show that technical requirements marked with D6 are fulfilled
D7	Commissioning (optional)		31.12.2017 at latest		Not part of contract, but an option