

# SUBCONTRACT

**Subject:** *Sub-Contract* for the HERA-APEX phase A study related to the ESA contract No. 4000125580/18/NL/GLC with the Space Systems Czech (SSC).

**Date:** 2019-09-18

Between:

Space Systems Czech, s.r.o.  
Ve Struhách 27  
160 00 Praha 6  
Czech Republic

(Hereinafter called “SSC” or the “Contractor”)  
Represented by the Managing Director Ing. Daniel Štefl, Ph.D.

and:

Geologický ústav AV ČR, v. v. i.  
Rozvojová 269  
165 00 Praha 6 – Lysolaje

(Hereinafter called “GLI” or the “Subcontractor”)  
Represented by the director RNDr. Tomáš Příkryl, Ph.D.

## ARTICLE 1: SUBJECT OF THE CONTRACT

The Subcontractor undertakes to perform activities according to baseline work for the following Work Packages:

- WP3220 as described in the Work Package Descriptions in HECS WBS+WPD 20180906 Excel (enclosed), under the main contract: Signed ESA contract No. 4000125580/18/NL/GLC and references therein.

The complete work shall be delivered at least one week prior to final delivery to IRF and progress of the work shall be reported and shared with SSC regularly when performing the task.

## ARTICLE 2: PRICE AND PAYMENTS

The total price of this subcontract amounts to:

**€ 33 500**  
(thirty-five thousand Euro)

The price of this subcontract is stated to be firm fixed price.

The price does not include any taxes and duties in the Member States of the European Space Agency.

Payment for each MS will be paid to the Subcontractor after the Contractor has been provided with the particular subcontracts corresponding to the particular MS and SSC will receive the final customer's (ESA's) acceptance and approval of the execution of a particular MS. The moment of acceptance and approval of the execution of the particular MS by the final customer is also considered the date of receipt of the contract without obvious defects by SSC and the moment of date of taxable supply. The contracting parties agree that due to the fact that all activity on the contract is subject to final approval by submitter ESA, the SSC shall promptly notify the subcontractor in writing without delay of receipt of the approval and receipt of the contract (or particular MS) from the final customer (ESA) including stating the date of such confirmation by ESA and the subcontractor shall on the basis of this information within 15 days after receiving such information issue an invoice – tax document in the amount of 100% corresponding to the particular MS + VAT in the legal amount, the invoice will be due within 90 days. At the same time, the contracting parties agreed that SSC shall within 15 days after receipt of particular invoice pay the amount corresponding to 50% of the principal (sum) according to the particular MS + amount corresponding to the VAT calculated according to the whole invoice and then the balance due in the amount of 50% of the principal (sum) according to the particular MS which is due according to the particular invoice.

Payment plan according to ESA contract (Section 4.2, page 13-14)

Amounts in Euro for Sub-contractor,		
Milestone	Geologický ústav AV ČR, v. v. i.	
Advance	0 €	
Final Settlement CCN1 (MS-2)	33, 500 €	
<b>TOTAL</b>	<b>33, 500 €</b>	

The Subcontractor is required to submit invoices to SSC for all payments due under the Subcontractor. The Subcontractor undertakes to ensure that all original invoices in paper format shall be sent by email. Each invoice in paper format shall include the following information:

Bank, Address, BIC/SWIFT and IBAN of the Subcontractor

Contract name: HERA-APEX and reference

The invoice shall be sent to: Space Systems Czech, s.r.o., Ve Struhách 27, 160 00 Praha 6, Czech Republic

Any special charges related to the execution of payments will be borne by the Subcontractor.

### ARTICLE 3: PLACE AND DATES OF DELIVERY, AND MEETINGS

The Subcontractor shall, during the performance of this subcontract, deliver all materials and reports as specified in the documents in ARTICLE 1.

### ARTICLE 4: GENERAL CONDITIONS

The laws of Czech Republic shall govern this contract. The parties shall use their best endeavours to amicably settle any dispute arising out of the contract.

The Subcontractor has the right to publish the results it generates within the implementation of the Work taken into account the sections 6.1.2, 6.1.3 and 6.1.4 (concerning Proprietary Sensitive Information) of the Signed ESA contract No. 4000125580/18/NL/GLC.

The Subcontractor shall notify SSC representatives of any event likely to cause major delays to the time schedule of the work programme or significantly impact the scope of the work to be performed.

For the purposes of this subcontract the Contractor's representatives are:

For technical information:

Tomáš Cinert

Tel.: +420 604 450 956

Email: [tomas.cinert@spacesystems.cz](mailto:tomas.cinert@spacesystems.cz)

With cc to: Daniel Štefl ([Daniel.stefl@spacesystems.cz](mailto:Daniel.stefl@spacesystems.cz))

For administrative matters:

Lucie Harmáčková

Tel.: +420 773 977 692

Email: [lucie.harmackova@spacesystems.cz](mailto:lucie.harmackova@spacesystems.cz)

With cc to: Daniel Štefl ([Daniel.stefl@spacesystems.cz](mailto:Daniel.stefl@spacesystems.cz))

All correspondence for the Subcontractor and for administrative matters shall be sent to:

Ladislav Fišera

Tel.: +420 778 425 004

Email: [fishera@gli.cas.cz](mailto:fishera@gli.cas.cz)

Done and signed in two original copies, one for each party to this subcontract,

On behalf of the Space Systems Czech, s.r.o. (SSC),

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Ing. Daniel Štefl, Ph.D.  
Managing Director SSC

On behalf of the Geologický ústav AV ČR, v. v. i.,

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RNDr. Tomáš Přikryl, Ph.D.  
Director