

SUBCONTRACT

Subject: *Sub-Contract* for the HERA-APEX phase A study related to the ESA contract No. 4000125580/18/NL/GLC with the Swedish Institute of Space Physics (IRF).

Date: 2019-11-06

Between:

Swedish Institute of Space Physics (IRF),
Box 812
SE-981 28 Kiruna
Sweden

(Hereinafter called “IRF” or the “Contractor”)
Represented by the Director of IRF, Stanislav Barabash

and:

GLI
Institute of Geology, The Czech Academy of Sciences
Rozvojová 269
1165 00 Praha 6
Czech Republic

(Hereinafter called “GLI” or the “Subcontractor”)
Represented by the Director Tomáš Přikryl.

ARTICLE 1: SUBJECT OF THE CONTRACT

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

- WP4100

as described in the Work Package Descriptions in WPD_APEX_Step1 Excel (enclosed), under the main contract:

- Signed ESA contract No. 4000125580/18/NL/GLC (enclosed) and references therein.

ARTICLE 2: PRICE AND PAYMENTS

The total price of this subcontract amounts to:

€ 55 000

(Fifty 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.

IRF shall make the following payments to GLI directly after IRF received payment from ESA:

Payment plan according to ESA contract (Article 3, page 2)

Amounts in Euro for Sub-contractor,		
Milestone	(GLI)	CZ
Advance		0
MS-4		55,000
TOTAL		55,000

The Subcontractor is required to submit invoices to IRF 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: Swedish Institute of Space Physics, FE19, 838 73 Frösön, Sweden

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 Sweden shall govern this contract. The parties shall use their best endeavours to amicably settle any dispute arising out of the contract. Failing an attempt towards an amicable settlement, all disputes shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce by one arbitrator designated in conformity with such Rules. The Arbitration Tribunal shall sit in Uppsala, Sweden. The enforcement of the award shall be governed by the rules of procedure in force in the state/country in which the award is to be executed.

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 IRF 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:

Tel.:
Mobile:
Email:

For administrative information:

Tel.:
Email:

All correspondence for the Subcontractor shall be sent to:

For administrative matters:

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

On behalf of the Swedish Institute of Space Physics (IRF),

Stanislav Barabash
Director

On behalf of Institute of Geology, The Czech Academy of Sciences (GLI),

Tomáš Příkryl
Director