

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



Contract for services
(the “**Contract**”)

BETWEEN

Fyzikální ústav AV ČR, v. v. i.

Institute of Physics of the Czech Academy of Sciences, public research institution

Identification number: 68378271
Having its registered office at: Na Slovance 2, ZIP Code 182 21, Prague 8
Authorised representative: RNDr. Michael Prouza, Ph.D.

(hereinafter called the ‘**Client**’)

as one contractual party hereof,

AND

T- Mobile Czech Republic a.s.

Reg. No / Tax No (if any): 68378271/CZ68378271
Having its registered office at: Tomíčková 2144/1, 148 00 Praha 4
Authorised representative: Radek Podzemský, based on Power of Attorney

(hereinafter called the ‘**Provider**’)

as the other contractual party hereof.

The Client and the Supplier hereinafter collectively, the “**Parties**”, or each of them as the “**Party**”

The Provider’s bid for the public procurement entitled “**Labview software development**”, whose purpose was to procure LabVIEW software development services (“**Public Procurement**”), was selected by the Client as the most suitable.

SUBJECT-MATTER OF SERVICES, RIGHTS AND DUTIES OF PARTIES:

1.1 Subject-matter of this Contract is provision of LabVIEW software development services for the purposes of the laser beamline control systems at the ELI Beamlines international laser research facility. The provider will provide services according to orders made by a representative of the ELI Beamlines project team appointed by the Client. Software (source code) works are intended for any needs of the Client falling within ELI Beamlines facility supporting laser and experimental programs laser beamline control systems implementation and potentially within other similar related technical systems implementations. The main tasks the Client will procure under the Contract will be:

- a) Preparation of custom LabVIEW software modules according to the requirements and specifications provided by the Client, using the internal software development processes and development environment (IDE and licenses, Version Control System).

The focus of the work shall be development and adaptation of software for machine safety and vacuum control, utilizing already existing frameworks, templates, and libraries, in collaboration with internal staff, domain specialists and other contractors. Further tasks would involve assisting with the development, delivery, and support of the beam transport control systems (and auxiliary experiment control systems), which interface a wide range of sensors, instrumentation and infrastructure **as well as development of software modules for various experimental diagnostics of laser beams, particle beams or plasma sources.**

- b) Deployment, on-site testing and verification of the developed software modules using necessary hardware, instrumentation and realtime/desktop deployment targets provided by the Client at the facility site.

- c) Delivery of the prepared, tested and verified software modules in the form of fully open source code submitted to the Version Control System and consisting of only LabVIEW-native libraries and 3rd party libraries provided and/or approved by the Client.

The minimum extent of the ordered services by the Client will be 3.000 hours. The Contracting authority is not bound to order services above this minimum number of hours and will order the additional hours based on the current financial dispositions.

1.2 The services will be carried out following previous written (email) instruction addressed by the Client to the Provider to start a specific service with description of the required task and number of hours required for performing the task (hereinafter the "Order"). The parties shall agree on services provision deadline for any particular Order.

The Client hereby appoints Ms. Birgit Plotzeneder, controls group leader, and Mr Jack Alexander Naylor, laser controls group leadercontrols system specialist, as persons responsible for defining scope and subject matter of individual Orders, placing them, accepting performance submitted by the Provider, approving payments and other related activities.

1.3 Any and all electronic files, sketches, notes or other tangible or intangible outputs of services provided, complete or incomplete, shall become the property of the Client. The Provider hereby expressly confirms that the Client is entitled to use such outputs for the purposes of building an international research laser facility ELI Beamlines and its further operation anyhow it reasonably needs (including submission of such outputs to third parties – e.g. manufacturers, consultants, audits etc. – where necessary).

The Provider hereby expressly confirms that to the best of its knowledge and belief any information, data, know-how, works, designs, schemes, whatever its form or nature, tangible or

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material, used by Provider or any of its employees who work on the commissioned services that form subject-matter of this Contract, will not constitute or result in any infringement of third-party rights.

- 1.4 The Provider shall use for the services performance 2 persons/ experts whose the Provider proved the technical qualification in the bid within the procurement procedure. The Provider is entitled to substitute any such person only in the case it is prevented from using it by objective reasons independent of its will (e.g. termination of employment, illness, other objective obstacles irremovable without unproportionall effort). Any substitute person shall possess equal or better level of certification to the one proved by the Contractor within the technical qualification in the procurement procedure and the certification shall be proven to the Client similarly as within the procedure.
- 1.5 The Client can ask the Provider for use for the services performance a new team member beyond the persons specified in the Article 1.4 of this Contract. This new team member shall have CLD or CLA level certification in LabVIEW.
- 1.6 If there are repeated (at least 2) non-negligible defects in services rendered hereunder the Client is entitled to:
 - a) cancel any Order unfinished due to defects without having duty to paid work carried out by the Provider to perform the Order;
 - b) withdraw from this Contract with effect to the date on which the withdrawal is delivered to the Provider if more than one Order was cancelled ot if there are repeated substantiall defects in the services provided and the Provider did not remedy such situation despite being writtenly requested to do so within an adequate deadline;
 - c) request that any expert (employee) on the side of the Provider whose work is repeatedly defective is replaced with an adequate substitute (in accordance to art. 1.4 above).

2 Prices and place of performance:

The price for the provision of services is **1.309, -CZK** without VAT per one hour. The provider shall provide the Client with preliminary cost estimate for each Order. The Provider shall invoice duly performed Orders after submission of works outputs to the Client with an invoice that is due in 30 days after its issuance by the Provider. In case of long term type of services (tasks) the Parties might agree on invoicing on monthly basis. A timesheet on actual number of hours spent on services invoiced shall be attached to the invoice. The Client prefers electronic invoicing on the following address: efaktury@fzu.cz

The price is the maximum price that cannot be exceeded and includes all costs that the provider incurs during provision of services.

Services shall be carried out by the Provider at its premises and at the premises of the Client (ELI Beamlines facility, Dolní Břežany, region Praha – západ) to a nominally expected ratio of 40% on-site to 60% off-site. If there is no substantiall deviation from this ratio the Provider is not entitled to claim any costs related to travel to and presence at the Client's premises.

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3 Duration

- 4 **This Contract is concluded for a fixed time period, and it is for 14 months since the signature of the contract by both contractual parties or the day on which the total price charged by the Provider under the Contract including travel costs exceeds the limit of 6000 hours of the ordered services, whichever a matter of fact occurs earlier.**

Each contractual party is entitled to terminate the Contract anytime without any given reason. The term of notice is 3 months and starts on the first day of the month following the delivery of the notice to the other Party. However, any agreed Orders shall be duly performed and finished by the Provider and paid by the Client unless the Client instructs the Provider not to carry out any further works. In such a case the Client will pay (on hourly basis) all the work dully carried out by the Provider up to the moment the instruction is delivered to the Provider.

5 Jurisdiction:

This Contract shall be governed in all respects by the laws of Czech Republic.

6 Entirety:

This Contract embodies the entire understanding of the Parties and there are no promises, terms, conditions or obligations, oral or written, express or implied, other than those contained herein. No modification or alteration of this Contract shall be valid unless made in writing and duly signed by the Parties.

7 Register of Contracts

Parties are aware that this Contract shall be published in the Register of Contracts within the meaning of the Act no. 340/2015 Coll., on the Register of Contracts.

8 Signatories

	Name	Position	Signature	Date
For the Client Fyzikální ústav AV ČR, v.v.i.,	RNDr. Michael Prouza, PhD.	Director		
For the Provider T-Mobile Czech Republic a.s.	Radek Podzemský	Head of Commercial Support & Segment Manager		18.3.2020