

	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: prof. Jan Řídký, DrSc., the Director

(hereinafter called the 'Client')

as one contractual party hereof,

AND

Ken Barat

Reg. No / Tax No (if any): NA

Having its registered office at: 42179 W. Santa Fe St., Maricopa, AZ 85138, USA

Banking details:

Bank Name: Desert Schools federal Credit Union

Bank Account Number: 4326566181

(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"

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SUBJECT OF SERVICES, RIGHTS AND DUTIES OF PARTIES:

- 1.1 Subject-matter of this Contract is provision of consultation and other related services in the field of laser safety program and systems for the purposes of construction of international laser research centre ELI Beamlines in the Czech Republic by the Provider to the Client. Services that form subject-matter of this Contract are intended for any needs of the Client falling within laser safety program and systems implementation.

These services include but are not limited to:

- Procedures for eyewear selection
- Reviews of laser safety related configuration
- Assistance for development of SOPs for laser operation
- Review of laser safety guards and configuration of technology related to laser operation
- Assistance for addressing of eyewear
- Review of laser design and implementation
- Participation in Laser Safety Committee

- 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 (hereinafter the "Order"). The parties shall agree on services provision deadline for any particular Order.

- 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 implementation of the "ELI: EXTREME LIGHT INFRASTRUCTURE" project, id. e. for the purposes of building an international research laser facility ELI Beamlines anyhow it reasonably needs (including submission of such outputs to third parties – e.g. manufacturers, consultants, audits etc. – where necessary). In case any such result is covered with any intellectual property right protection the Provider shall provide the Client with a license to use such output for the above listed purposes.

2 Prices:

The price for the provision of services is 125 USD without VAT or any similar tax 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 price is the maximum price that cannot be exceeded and includes all costs that the provider incurs during provision of services.

The Provider is entitled to be reimbursed for reasonable and substantiated travel costs limited to transport costs (air tickets and any other public transport costs) and accommodation costs in case any task requires personal appearance of the provider at Eli Beamlines facility or any other place outside it's normal place of business.

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3 Duration

This Contract is concluded for a fixed time period. The day on which the total price (including travel and accommodation costs reimbursement) charged by the Provider under the Contract exceeds the limit of USD 80 000 or EUR 72 500 (without VAT or any similar tax) is the date of termination of the contract.

4 Termination

Each contractual party is entitled to terminate the Contract anytime without any given reason. The term of notice is thirty days 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 work. 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 Signatories

	Name	Position	Signature	Date
For the Client Fyzikální ústav AV ČR, v.v.i.,	prof. Jan Řídký, DrSc	Director		08/01/2016
For the Supplier	Ken Barat	consultant		08/08/2016

