



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



AMENDMENT NO. 2

This addendum („Amendment No. 2“) to the contract for work concluded on December 29, 2015 („Contract“) was concluded on the day, month and year stated below and between:

I. Contractual Parties:

(1) Client

Institute of Physics of the Academy of Sciences of the Czech Republic, a public research institution,
with its registered office at:

Na Slovance 2, Praha 8, PSČ: 182 21

Registration no.: 68378271

represented by: prof. Jan Řídký, DrSc. – director

(hereinafter the „Client“ or the „Contracting Authority“ or the „Customer“)

and

(2) Contractor

FANTINY SUD S.p.A,

with its registered office at: Strada Provinciale 12 km, 3,300/N.52-03012- Anagni (FR) – Italy,

registered in Commercial Register of Frosione (Italy (C.C.I.A.A.), No.01691740607

represented by: Luigi Fantini, function/acting as Administratore Unico (CEO),

Bank: Banca Popolare di Ancona – seat of Villa Adriana (RM) Italy

IBAN code: IT 19Y 05308 39451 00000 0000456

ID. No: 01691740607

(hereinafter the „Contractor“ or the „Supplier“)

(The Client and the Contractor are hereinafter jointly referred to as „Parties“ and individually as „Party“)



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II. RECITALS

1. Parties have concluded on December 29, 2015 Contract under which the Contractor undertook to design, manufacture, assemble, test, deliver and install to the Client Devices (ECU) specified in integral Annex 1 of the Contract.
2. The Contractor performed Deliverables D1 ii), D2 ii), D3 ii), D4 ii), D5 ii), D6 ii) and D7 ii) under Annex 3 of the Contract - Schedule of Deliverables on August 18, 2016. The Client declared that wasn't prepared to accept the outcome of Deliverables D1 ii), D2 ii), D3 ii), D4 ii), D5 ii), D6 ii) and D7 ii) without undue delay by Report Acceptance Certificate because of the optimization of dynamic vibration of Devices based on new measurements performed in ELI building on December 22, 2016.
3. Having regard to the above mentioned, the Parties have agreed to enter into this Amendment No. 2 to the Contract, by which only deadlines stipulated in Annex 3 of the Contract (Schedule of Deliverables) concerning to Deliverables D1 iii), D2 iii), D3 iii), D4 iii), D5 ii), D6 iii) and D7 iii) and to Deliverables D1 iv), D2 iv), D3 iv), D4 iv), D5 iv), D6 iv) and D7 iv) are changed by the period of delay of the Client with acceptance of outcome of Deliverables D1 ii), D2 ii), D3 ii), D4 ii), D5 ii), D6 ii) and D7 ii) without undue delay by Report Acceptance Certificate.

III. THE CONTENT OF AMENDMENT

1. Current wording of Annex 3 of the Contract (Schedule of Deliverables) is cancelled and is replaced new wording.

IV. FINAL PROVISIONS

1. Other provisions of the Contract remain by this Amendment No. 2 unchanged.
2. The Contractor declares that the lack of cooperation by the Client described in this Amendment No. 2 did not cause him any harm.
3. This amendment has this Annex: Annex 3 – Schedule of Deliverables.
4. This Amendment No. 2 is executed in four (4) counterparts and every Party shall receive two (2) counterparts.
5. This Amendment No. 2 shall be valid and effective on the date of the signature of both Parties.



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In Prague on - 1. 03. 2017

In

In behalf of the Client:

In behalf of the Contractor:

Fyzikální ústav AV ČR, v.v.i.

t

Name: prof. Jan Řídký, DrSc., Director

Name: Ing. Luigi Fantini (CEO)

Institute of Physics
The Czech Academy of Sciences
182 21 Prague 8, Na Slovance 2
Czech Republic
-1-

Annex 3 – Schedule of Deliverables

Deliverable, its part	Step	Result	Deadline
D1 i)	Provide preliminary design of ELIMAIA I unit	Technical report	1.5 month from contract signature
D1 ii)	Provide detailed plan of ELIMAIA I unit	Technical report	3.5 months from contract signature
D1 iii)	Manufacture, assemble and test Device by the Contractor	Protocol on testing of Devices at Contractor's place/Report on testing at Contractor's place	16,5 months from contract signature
D1 iv)	Deliver, assemble, install and test Device by the Client	Protocol on testing of Device at the research center ELI-Beamlines	18 months from contract signature
D2 i)	Provide preliminary design of ELIMAIA II unit	Technical report	1.5 month from contract signature
D2 ii)	Provide detailed plan of ELIMAIA II unit	Technical report	4 months from contract signature
D2 iii)	Manufacture, assemble and test Device by the Contractor	Protocol on testing of Devices at Contractor's place/Report on testing at Contractor's place	20,5 months from contract signature
D2 iv)	Deliver, assemble, install and test Device by the Client	Protocol on testing of Device at the research center ELI-Beamlines	22 months from contract signature
D3 i)	Provide preliminary design of HELL I unit	Technical report	1.5 month from contract signature
D3 ii)	Provide detailed plan of HELL I unit	Technical report	4 months from contract signature
D3 iii)	Manufacture, assemble and test Device by the Contractor	Protocol on testing of Devices at Contractor's place/Report on testing at Contractor's place	20,5 months from contract signature
D3 iv)	Deliver, assemble, install and test Device by the Client	Protocol on testing of Device at the research center ELI-Beamlines	22 months from contract signature
D4 i)	Provide preliminary design of HELL II unit	Technical report	1.5 month from contract signature
D4 ii)	Provide detailed plan of HELL II unit	Technical report	4 months from contract signature
D4 iii)	Manufacture, assemble and test Device by the Contractor	Protocol on testing of Devices at Contractor's place/Report on testing at Contractor's place	20,5 months from contract signature
D4 iv)	Deliver, assemble, install and test Device by the Client	Protocol on testing of Device at the research center ELI-Beamlines	22 months from contract signature
D5 i)	Provide preliminary design of HELL III connection	Technical report	1.5 month from contract signature
D5 ii)	Provide detailed plan of HELL III connection	Technical report	4 months from contract signature
D5 iii)	Manufacture, assemble and test Device by the Contractor	Protocol on testing of Devices at Contractor's place/Report on testing at Contractor's place	20,5 months from contract signature
D5 iv)	Deliver, assemble, install and test Device by the Client	Protocol on testing of Device at the research center ELI-Beamlines	22 months from contract signature

D6 i)	Provide preliminary design of LUX unit	Technical report	1.5 month from contract signature
D6 ii)	Provide detailed plan of LUX unit	Technical report	4 months from contract signature
D6 iii)	Manufacture, assemble and test Device by the Contractor	Protocol on testing of Devices at Contractor's place/Report on testing at Contractor's place	20,5 months from contract signature
D6 iv)	Deliver, assemble, install and test Device by the Client	Protocol on testing of Device at the research center ELI-Beamlines	22 months from contract signature
D7 i)	Provide preliminary design of BETATRON unit	Technical report	1.5 month from contract signature
D7 ii)	Provide detailed plan of BETATRON unit	Technical report	4 months from contract signature
D7 iii)	Manufacture, assemble and test Device by the Contractor	Protocol on testing of Devices at Contractor's place/Report on testing at Contractor's place	20,5 months from contract signature
D7 iv)	Deliver, assemble, install and test Device by the Client	Protocol on testing of Device at the research center ELI-Beamlines	22 months from contract signature
D8	Provision of Out of Warranty service	Protocol on provision of Out of Warranty services	



Souhlas zřizovatele

Česká republika - Akademie věd České republiky, organizační složka státu, se sídlem Praha 1, Národní 1009/3, IČ 60165171, jako zřizovatel pracoviště Fyzikální ústav AV ČR, v. v. i., se sídlem Na Slovance 2, 182 21 Praha 8, IČ 68378271,

uděluje uvedenému pracovišti ve smyslu ust. § 15 písm. k) zákona č. 341/2005 Sb., o veřejných výzkumných institucích, předchozí souhlas k následujícímu právnímu jednání:

uzavření dodatku - Amandement No. 2 ke smlouvě - Contract of Work uzavřené dne 29. 12. 2015 mezi Fyzikálním ústavem AV ČR, v. v. i., jako objednatelem, a společností FANTINY SUD S.p.A, registrovanou v Itálii, No. 01691740607, jako dodavatelem, za účelem posunutí termínů dodávky vakuových komor pro projekt ELI.

O udělení souhlasu k uvedenému právnímu jednání rozhodla Akademická rada AV ČR na svém 48. zasedání konaném dne 14. 2. 2017.

Praha 16. 2. 2017
Čj.:KAV-621/MK/2017

prof. Ing. Jiří Drahoš, DrSc., dr. h. c.
předseda AV ČR

Tento souhlas je vyhotoven ve třech stejnopisech, z nichž dvě vyhotovení jsou určeny pro pracoviště a jedno pro zřizovatele. Souhlas není přílohou uvedené právní listiny.

Fyzikální ústav AV ČR, v. v. i.

Dozorčí rada

Na Slovance 1999/2, 182 21 Praha 8

prof. Jan Řídký, DrSc.
ředitel FZÚ AV ČR, v. v. i.

V Praze dne 13. února 2017

Věc: Dodatek č. 2 ke smlouvě o dílo – dodávka vakuových komor

Dozorčí rada FZÚ AV ČR, v. v. i., projednala per rollam Dodatek č. 2 ke smlouvě o dílo na dodávku vakuových komor D1-D7, uzavřené v prosinci 2015. Předmětem dodatku je posunutí termínu dodávky vzhledem ke zpoždění optimalizace snížení vibrací v laserových halách centra ELI. Dodatek nemá dopad na cenu zakázky.

K návrhu Dodatku č. 2 se vyjádřilo pět členů Dozorčí rady a neměli k němu žádné připomínky. Jeden člen se nevyjádřil.

Dozorčí rada Fyzikálního ústavu AV ČR, v. v. i., proto podle ustanovení §19, odst. (1), písm. b), bod 2, zákona č. 341/2005 Sb.

**uděluje předchozí písemný souhlas s Dodatkem č. 2 ke smlouvě o dílo
na dodávku 7 vakuových komor D1-D7 pro centrum ELI**

RNDr. Jan Šafanda, CSc.
předseda DR FZÚ AV ČR, v. v. i.