**Termination of contract agreement**

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| **I. THE PARTIES:**  1. Buyer:  **Fyzikální ústav AV ČR, v. v. i.**  *(Institute of Physics of the Czech Academy of Sciences, public research institution)*  with its registered office at Na Slovance 2  PSČ 182 21 Praha 8  represented by: RNDr. Michael Prouza, PhD., the Director  Registered in the register of public research institutions of the Ministry of Education, Youth and Sports of the Czech Republic  Id. No.: 68378271  Tax Id. No.: CZ68378271  (hereinafter the “**Buyer**”)  and  2. Seller:  **MIT, spol. s r. o.**  with its registered office at Praha 4, Klánova 71/56, PSČ 14700  registered in commercial register kept by the Municipal court of Prague, item C 10259  represented by Martin Moser, the statutory representative  Id. No.: 46348395  Tax Id. No.: CZ46348395  (Hereinafter the “**Seller**”; the Buyer and the Seller are hereinafter jointly referred to as the “**Parties**” and each of them individually as a “**Party**”).  enter, on the present day, month and year, into this agreement (hereinafter the "**Agreement**") |
| |  | | --- | | **II. Fundamental Provisions:**   * 1. The Parties are presently bound by the following contract dated 21.6.2016: Delivery of beam transport mirrors for the L3 Laser beam lines (hereinafter the “**Contract**”) on the basis of which the Seller is obliged to supply to the Buyer a set of 1 Petawatt, 30 J, 30 fs, 10 Hz, 820 nm beam transport mirrors for the ELI L3 laser as specified in the Contract (hereinafter the “**Mirrors**”).   2. The Seller supplied to the Buyer part of the Mirrors, which are in detail stated in Annex 1 to this Agreement, however lost his capability to fulfill the rest of the Contract and asked the Buyer to terminate the Contract.   3. The Parties wish to terminate the Contract as regards not yet created, resp. undelivered part of the Mirrors. |   **III. Subject of the Agreement**   * 1. By signing this Agreement the Parties mutually terminate and cancel the Contract as regards not yet created, resp. undelivered Mirrors in accordance with provision 11.1 of the Contract.   2. By signing this Agreement the Parties mutually agree, that part of the Mirrors (Annex 1) were supplied to the Buyer and that the Buyer paid the purchase price for the actually supplied Mirrors in total. The Seller is not entitled to any further remuneration from or other performance by the Buyer.   3. By signing this Agreement the Seller release the Buyer from any and all liabilities of whatever nature which the Seller had to the Buyer in the past, has now or may have in the future arising from or related to the Contract.   4. By signing this Agreement the Parties mutually agree, that for the part of the Contract that has already been fulfilled (Mirrors supplied by the Seller - Annex 1), all permits, authorizations and rights granted by the Contract to the Buyer remains valid for the Buyer.   **IV. Choice of Law**   * 1. This Agreement and all the legal relationships arising out of it shall be governed by the laws of the Czech Republic.   2. The Parties acknowledge and note that the provisions of the Act No. 89/2012 Coll., the Civil Code, as amended, shall apply in matters that are not explicitly regulated by this Agreement.   3. Any and all disputes arising out of this Agreement or the legal relationships connected with this Agreement shall be resolved by the Parties by mutual negotiations. In the event that any dispute cannot be resolved by negotiations within sixty (60) days, the dispute shall be resolved by the competent court in the Czech Republic based on application of any of the Parties.   **V. Final provisions**   * 1. This Agreement becomes valid as of the day of its execution by the authorised persons of both Parties and effective on the day of its mandatory publication.   2. Parties are aware that this Agreement shall be published in the Register of Contracts within the meaning of the Act no. 340/2015 Coll., on the Register of Contracts.   3. This Agreement is executed only electronically. The following Annexes are an integral part of the Agreement:   Annex No. 1: Table of supplied Mirrors   * 1. The Parties, manifesting their assent with its entire contents, affirm the Agreement with their signature.     For: **Fyzikální ústav AV ČR, v. v. i.** For: **MIT, spol. s r. o.**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: RNDr. Michael Prouza, PhD. Name: Martin Moser  Title: Director Title: Statutory representative | |

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**Annex No. 1 to the Agreement: Table of supplied Mirrors**

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| **Item Substrate** | **Quantity** |
| TM-45S | 8 |
| TM-30P | 1 |
| TM-17.5S | 2 |
| TM-15S | 2 |