

Mandate Contract

Concluded according to sec. 2430 and sub. of the Czech Act No 89/2012 Coll., Civil Code, as amended, and according to Czech Act No 134/2016 Coll., on Public Procurement, as amended

Contractual parties

Mandator: **Extreme Light Infrastructure ERIC (ELI ERIC)**
A European Research Infrastructure Consortium
Id. No: 10974938
Registered office: Za Radnicí 835, 252 41 Dolní Břežany
Represented by: Allen Weeks, general director

Hereinafter „*the mandator*“ or „*the contracting authority*“

and

Mandatary: **Fyzikální ústav AV ČR, v.v.i.**
Enrolled in the register of public research institutions kept by MEYS
Id. No: 68378271
Registered office: Na Slovance 1999/2, 182 21 Praha 8
Represented by: RNDr. Michael Prouza, Ph.D., director

Hereinafter „*the mandatary*“

The mandator and the mandatary also together hereinafter as „*the contractual parties*“

Preamble

1. The mandator is a newly established legal subject aiming at organization and management of operation of the research infrastructure ELI (EXTREME LIGHT INFRASTRUCTURE) that is the world's largest and most advanced high-power laser infrastructure.
2. The mandatary is the current owner of the material and personal substrate of the international research centre ELI Beamlines, which in future will constitute a part of the EXTREME LIGHT INFRASTRUCTURE operated by the mandator.
3. The mandator so far does not have available own sufficient material and personal background to secure certain activities relating to building and operation of the ELI Beamlines research centre for which it has already assumed responsibility.
4. The mandator is interested to secure certain selected activities relating to building and operation of the ELI Beamlines research centre through the mandatary who already possesses needed knowledge and personnel. For this reason, the contractual parties enter into this contract (hereinafter also "*the contract*").

Article 1

Subject-matter of the contract

1. Under this contract, the mandatary shall arrange for the mandator certain activities relating to building and operation of the ELI Beamlines research centre, namely activities of preparation, awarding and performance control of public contracts and some other related activities based on discretion of the mandator. These activities comprise especially preparation of tender conditions, awarding public contracts in procedures in accordance with Czech Act No 134/2016 Coll., on Public Procurement, as

amended (hereinafter "PPA"), control of performance of the public contracts, communication with providers of funding for the public contracts and related financial reporting.

2. The mandatary will perform its obligations under this contract in the public contract awarding procedures in the position of a contractual representative of the mandator (as the contracting authority). The mandatary is entitled to arrange the public contracts awarding procedures and activities for the mandator through another representative – the law firm Advokátní kancelář Volopich, Tomšíček & spol., s.r.o., seated Vlastina 602/23, Severní Předměstí, 323 00 Plzeň, Id. No.: 02476649 (hereinafter „*the contracting authority representative*“). On the day of conclusion of this contract, the contracting authority representative concluded a framework contract for the provision of legal services with the mandator. The contracting authority representative will be liable for the due course of the public contract awarding procedures directly to the mandator. But it shall be obliged to cooperate with the mandatary.
3. The mandatary shall carry out itself or in cooperation with the contracting authority representative the preparation and implementation of public contract awarding procedures in accordance with PPA, with applicable rules of the respective source of funding, with internal standards of the mandator and with other norms and standards that might apply on the public contract awarding procedures (hereinafter also “the administration of public contracts”).
4. Neither the mandatary nor the contracting authority representative must not carry out such acts during public contract awarding procedures which are by the Czech law reserved to the mandator as the contracting authority and some other below listed acts, i.e. to officially commence a public contract awarding procedure, to confirm the final tender conditions, to select the supplier, to exclude a participant to the procedure from the procedure, to cancel a public contract awarding procedure or to decide on objections of a participant to the procedure. Furthermore, the mandatary is not empowered to conclude contracts with suppliers on behalf of the mandator.
5. The mandatary shall without undue delay inform the mandator on all circumstances that occur during performance of this contract and that may be of any relevance to the instructions given by the mandator or to the interests of the mandator.
6. The mandatary shall provide the mandator with complete and relevant information necessary for the due performance of this contract by both contractual parties unless it is obvious from the nature of the information that it is relevant only for the mandatary to duly perform this contract.
7. The mandator is obliged to decide without undue delay on acts reserved to it according to PPA, other legal acts or this contract, to sign such act by a representative authorised to act on behalf of the mandator and to send a written form of the act to the mandatary. The mandatary cannot be liable for any sanctions for delay that might be imposed by the Office for protection of competition, by a funding provider or by other authority in case of late provision of the signed act by the mandator (breach of statutory deadlines to act). The mandatary shall in each case advise on the applicable deadline.

Article 2

Period of validity

This contract shall remain valid for the period of time for which the reasons for its conclusion last, i.e. this contract expires no later than in the moment of transfer of the material and personal substrate of the ELI Beamlines research centre to the mandator.

Article 3

Rights and obligations of the contractual parties

1. The mandatary shall perform its duties under this contract with professional care, in the best interests of the mandator and in line with legal and other applicable rules.
2. The mandatary shall inform the mandator on all facts that may occur during performance of this contract by the mandatary and that might be relevant for potential change of instructions of the mandator.

3. The mandatary shall provide due cooperation to the contracting authority representative needed for due performance of this contract and of the framework contract concluded between contracting authority representative and the mandator.
4. The mandatary hereby appoints the following representative for matters relating to performance of this contract: Matúš Legát, procurement team head, tel. 00 420 601 555 057, e-mail: matus.legat@eli-beams.eu. The mandator shall address all information and documents to this person. The representative might be changed by the mandatary with a one sided written notice to the mandator.
5. Subject to the ability of the mandatary to recognize them, the mandatary shall timely warn about any insufficiencies in or defects of materials or instructions provided by the mandator. Should the mandatary meet the obligation to warn, it is not responsible for defects in its work caused by utilization of the insufficient or defective materials or instructions. This applies also on activities and outputs made based on the insufficient or defective materials or instructions handed over by the mandatary under this contract to third persons.
6. The mandator hereby appoints the following representative for matters relating to performance of this contract: Jan Pernet, e-mail: jan.pernet@eli-laser.eu. All requests for cooperation shall be made by the mandatary towards this person. The representative might be changed by the mandator with a one sided written notice to the mandatary.
7. The representation of the mandator by the mandatary does not affect the potential liability of the mandator as the contracting authority for potential breach of rules set forth by PPA and other applicable norms on the public contract awarding activities.

Article 4 Costs reimbursements and payment terms

The mandatary shall perform this contract for the mandator free of charge. However, the mandator shall reimburse expedience costs of the mandatary incurred while performing this contract.

Article 5 Power of attorney

The mandator hereby grants to the mandatary a power of attorney authorising the mandatary to carry out all legal acts on behalf and to the account of the mandator which fall within the subject matter of this contract. The mandatary is hereby authorised also to act with public authorities or other third persons if needed under this contract. The power of attorney is grated by signing this agreement by the mandator. The mandatary accepts the power of attorney by entering into this contract.

Article 6 Final provisions

1. All relations arising out of this contract shall be governed by the Czech law, especially by Civil Code.
2. The contract becomes valid on the date of the signature of the second party and shall take legal effect on the day of its publication in the register of public contracts.
3. This contract may be terminated by the contractual parties for reasons stipulated by law, by this contract and, furthermore, by:
 - a) Written agreement or
 - b) Withdrawal notice by any of the contractual parties for convenience (i.e. without the need to state a reason). The notice takes effect 2 months from the date of receipt of the notice by the second contractual party.
4. In case of premature termination of the contract, the contractual parties shall in a documented way carry out summarization of performance of all activities under this contract as of the day of effectiveness of the termination and shall settle all rights and obligations that arose out of the contract.

5. Any modifications of this contract can be made only in written in the form of amendments agreed to by the representatives of both contractual parties.
6. The contract is made out in two counterparts, one for each contractual party.
7. The contractual parties declare that provisions of this contract are clear and understandable to them and the contract is entered into by them based on free and true will. To document it, the parties attach their signatures.

For mandator

For mandatary

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Allen Weeks
Director General

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RNDr. Michael Prouza, Ph.D.
Director