

Contract No. 312225012

Between

Swedish Armed Forces, National CBRND Centre

and

Vojenský výzkumný ústav, s. p.

Concerning

Live Agent Training

to be provided in favour of the Training and Development Division
through the Vojenský výzkumný ústav, s. p.
at its Testing and Training Facility “Kamenná chaloupka” in Vyškov

in 2022

Article 1
Parties to the Contract

Undersigned:

Name: **Swedish Armed Forces, National CBRN Defence Centre**
(hereinafter abbreviated as "CBRND Centre")
represented by
Registered office: Försvarsmakten (Swedish Armed Forces)
Company Reg. No.: Totalförsvarets Skyddscentrum FM 202100-4615
VAT ID No.: SE202100461501
Represented by:
Telephone:
Facsimile:
Email:
Bank details: Danske Bank
Account No: 12810111766
IBAN: SE 4712 0000 0001 2810 1117 66
BIC: DABASESX
hereinafter referred to as "the Customer"

and Name: **Vojenský výzkumný ústav, s. p.**, (hereinafter abbreviated as "VVÚ")
Military Research Institute – State Enterprise (in English)
Registered office: Veslařská 230, 637 00 Brno, Czech Republic
Company Reg. No.: 29372259
VAT ID No.: CZ29372259
Represented by: Mr. Pavel ČUDA, Ph.D., Director
Telephone:
Email: vvu@vvubrno.cz
Bank details: Komerční banka, a. s.
Account No: 115-1120900227/0100
IBAN: CZ55 0100 0001 1511 2090 0227
BIC: KOMBCZPPXXX
hereinafter referred to as "the Contractor"

The Customer and the Contractor, hereinafter collectively referred to as "the Parties", independently each one as "the Party",

Have entered into, on the below specified day, month and year, the present Contract as follows:

Article 2

Subject and Purpose of Contract

- 2.1. The subject of this Contract is the provision of the Live Agent Training, including logistic support and associated services and goods (hereinafter collectively referred to as the "Services") by the Contractor, as agreed below, to the Customer, who acquires these Services in favour of the Swedish Armed Forces (hereinafter referred to as "SWEAF").
- 2.2. The purpose of this Contract is to define mutual relations, rights, and obligations of the Parties, and lay down the conditions, upon which the Contractor will be delivering the Services as further specified in Annexes A, B, C and D the Customer will pay for these Services to the Contractor price specified in Article 4 of this Contract.

Article 3

Date and Place of Performance of Contract

- 3.1. The Parties agree on the date of performance of the Contract from ..
- 3.2. The place of performance of the Contract is the Contractor's training and testing facility "Kamenná chaloupka" at Vyškov (Czech Republic).

Article 4

Scope and Price

- 4.1. The Contractor will provide the Services requested by the Customer, based on their availability, and under condition of full reimbursement for Services actually rendered.
- 4.2. The term "Services" includes in particular:
 - a) Labour of educational, safety, technical and other subsidiary Contractor's personnel required to execute training programme;
 - b) Loan of training and other facilities;
 - c) Heating, lightening, electricity, water supplies, cleaning, communal waste collection, as well as other utilities;
 - d) Loan of necessary equipment and material required to execute training programme;
 - e) Medical care and
 - f) Safe toxic waste disposal.
- 4.3. A detailed description of the Services to be provided to the Customer is further set out in Annex A – "Training and Logistics" to this Contract.
- 4.4. The total price of the Services and its delivery was determined by the way of agreement of the Parties and amounts to € 43 526,15 (hereafter referred to as "Contract Price").
- 4.5. The cost estimation of the Services is provided in Annex D to this Contract.
- 4.6. In the event that it would be necessary during the performing of the Contract, and not by the fault of the Contractor, to complete or deliver some Services differently from the specifications listed in Annexes A, B, C and D, which may result in the cost and Contract Price increase, the Contractor can deliver such Services only based on the prior written consent of the Customer. However, this provision does not apply to the labour and services that need to be delivered immediately through the Contractor in order to prevent damage to the health of persons and property.

Article 5

Medical and Dental Care

- 5.1. The Customer shall guarantee that an appropriate health insurance is taken out in favour of all CBRND Centre personnel prior to their arrival to the Czech Republic for the sake of eventual injury, illness, or demise on the territory of the Czech Republic.
- 5.2. The Contractor will arrange the provision of medical or dental care to the CBRND Centre personnel in the Czech Republic medical or dental facilities if requested, or in case of need.
- 5.3. Medical and dental care provided to the Customer personnel in the Czech Republic medical and dental facilities will be paid in accordance with the Czech Republic laws and regulations.
- 5.4. The Contractor will provide necessary assistance and support to any CBRND Centre person required to stay behind in the Czech Republic for medical reasons after the departure of the CBRND Centre training participants back home.

Article 6

Safety and Security

- 6.1. The Contractor will provide CBRND Centre personnel with emergency contact phone numbers on their arrival, and issue temporary identification cards, identifying them as the visitors.
- 6.2. CBRND Centre personnel will carry the temporary identification cards, and while off training facility, will carry their personal identification documents at all times.
- 6.3. The Contractor will ensure the safeguarding of CBRND Centre personnel property, belongings as well as other equipment which will be brought by them in order to support training programme and curricula.
- 6.4. Disciplinary authority over the CBRND Centre personnel shall remain the responsibility of the competent authority of the Customer.

Article 7

Classification and Disclosure of Information

- 7.1. LAT will be conducted at UNCLASSIFIED level.
- 7.2. The outcomes and information obtained during the LAT are not classified, and they are the sole possession of the Customer.
- 7.3. The Customer provides the Contractor with the consent to process the personal data of the CBRND Centre personnel as further specified in this Contract for the purpose of the entry into Military Training Area, as well as for occupational safety and health (hereinafter referred to as "OSH") recordkeeping reasons required by law.
- 7.4. The Contractor undertakes to protect the personal data provided by the Customer in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and in accordance with national law as well.
- 7.5. CBRND Centre personnel will not be allowed to use their private cameras, mobile phones with photographic capabilities or other recorders inside the training/testing site or inside the laboratory building.
- 7.6. Official photos or safety cameras video recordings taken during the practical conduct of LAT either for the documentary, tuition or promotion purposes will be provided to the CBRND Centre representative on departure day. The Customer shall guarantee that they will not be distributed to any third party or to Mass Media without the previous Contractor's authorization and consent.

Article 8

Observance of Law and Standards

- 8.1. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of the Contract, including but not limited to labour code and OSH standards.
- 8.2. The Contractor shall neither directly nor indirectly engage in any business activity that contravenes economic sanctions imposed by the United Nations.
- 8.3. Neither the Contractor nor its personnel shall, directly or indirectly, engage in any practice inconsistent with international human rights laws and standards that prevent, *inter alia*, child labour, sexual exploitation and trafficking in human beings.
- 8.4. This Contract also does not create any precedent for future cooperation between the Parties with the exclusion of related subject matter.

Article 9

Claims and Liabilities

- 9.1. The Customer personnel will make every effort to prevent any and all injuries and damages during the execution of the training and will be responsible for compliance with safety regulations and rules of the Contractor.

Article 10

Uniform

- 10.1. CBRND Centre personnel are allowed to wear national uniform and rank insignia as defined by their national regulations concerning dress code.

Article 11

Accidents

- 11.1. In the event of accident involving CBRND Centre, the investigators of Swedish MoD will be permitted to have full access to the relevant Contractor's locations, information, and documents.
- 11.2. In case of a fatal accident involving CBRND Centre personnel should happen the Swedish representatives may ask a release of the bodies of the Swedish personnel.
- 11.3. The Customer will defray all costs associated with the repatriation of mortal remains and personal belongings of this member back to the Kingdom of Sweden.
- 11.4. The Contractor will provide the Customer with necessary assistance and support to expedite all organizational matters associated with the repatriation.
- 11.5. The findings of any criminal or field investigation shall remain confidential as well as all criminal, administrative, civil or any other proceedings of any kind, both in Sweden, and Czech Republic.

Article 12

Force Majeure

- 12.1. In the event of Force Majeure requiring the termination of the Live Agent Training even before the start of the LAT, it shall be terminated and the Parties shall not be responsible for their failure to comply with their undertakings under this Contract.
- 12.2. For the purpose of this Article, Force Majeure shall be any event that is beyond the objective control of the Parties.

Article 13

Financial Provision

13.1. The Customer will reimburse the Contractor for all services and goods that were actually rendered in accordance with this Contract.

13.2. The Contractor will prepare supporting documents for invoicing the expenses associated with the conduct of the training course.

13.3. At the end of the LAT, all the supporting documents prepared for invoicing will be checked by both Parties representatives, in order to prevent from the miscalculation of services and goods that were not actually rendered. Once mutually endorsed, the official invoice will be raised by the Contractor, not later than thirty (30) days after the end of training course.

13.4. The invoice shall refer to the applicable reference number 12486611 and shall include a short description of services and goods actually rendered. Detailed documents with full prices breakdown will not be required with the invoice but must be available for subsequent verification. The invoice will be forwarded to the following addresses:

Totalförsvarets Skyddscentrum

Garnisonsvägen 1

903 45 UMEÅ

SWEDEN

And by E-mail to: g8-skyddc@mil.se

13.5. The payment in EURO will be made by the Customer by bank transfer, not later than thirty (30) days of the official invoice receipt, and the relevant amount of money will be transferred to the bank account indicated on the invoice.

Article 14

Settlement of Disputes

14.1. Any disputes regarding implementation, or interpretation of this Contract shall be primarily resolved by consultation between the Parties. Only if the dispute can not be settled by mutual agreement, it may be handed over to a tribunal for settlement.

Article 15

Amendments

15.1. This Contract and its Annexes may be amended with the mutual written consent of the Parties.

15.2. The Annexes to this Contract constitute an integral part of it.

Article 16

Notices

16.1. Unless otherwise agreed by the Parties in writing, any notice given in connection with the Contract shall be in English, and shall be deemed to be validly given by registered mail or by facsimile to the following contact persons:

(a) Customer:

b) Contractor:

Article 17

Duration, Withdrawal and Termination

- 17.1. This Contract remains in effect until expired or terminated.
- 17.2. This Contract can be terminated by written Agreement of the Parties.
- 17.3. It may be terminated also upon the presentation of written termination notice that is delivered to the other Party.
- 17.4. In such case the Contract will expire within thirty (30) days of confirmation of notice receipt from the other Party.
- 17.5. Parties are obliged to settle all commitments and obligations connected with the realization of this Contract due to a termination of the Contract for reasons stated in Clause 17.2. - 17.4.

Article 18

Effective Date and Signature

- 18.1. This Contract and the relationship between the Parties shall be governed by, and construed in accordance with the Czech laws. Contracting parties have agreed that the Vienna convention on the Law of Treaties (1980) will not apply to this Contract.
- 18.2. This Contract becomes valid on the date of the last signature and becomes effective on the date of publication in the Registry of Contracts, according to Act No. 340/2015 Coll.
- 18.3. The Contract was done in two original copies; one copy for VVÚ, s. p, and one copy for CBRND Centre.

On behalf of the Customer:

On behalf of the Contractor:

LTC Jörgen Marqvardsen
SWE military attaché Czech Republic

Mr. Pavel ČUDA, Ph.D.
Vojenský výzkumný ústav, s. p.
Director

Date and Place

Date and Place

ANNEXES

- ANNEX A – TRAINING AND LOGISTICS
ANNEX B – HEALTH STATUS CERTIFICATE
ANNEX C – AGENDA “Training Schedule W213”
ANNEX D – COST ESTIMATE and Billing Conference