



Co-financed by the Connecting Europe  
Facility of the European Union

## **Contract for Work**

### **“Aeronautical Information Management Distribution Service (AIM DS)”**

Concluded pursuant to Section 2586 et seq. of the Civil Code 89/2012 Coll., as amended, (hereinafter referred to as “**Civil Code**”)

(hereinafter referred to as the “**Contract**”)

#### **1. Parties**

##### **Air Navigation Services of the Czech Republic (ANS CR)**

a state enterprise existing and organized under the laws of the Czech Republic,  
having its registered office at: Navigační 787, 252 61 Jeneč, Czech Republic,  
Company Identification Number: 497 10 371  
Tax Identification Number: CZ699004742  
IBAN: CZ1203001712800000088153  
SWIFT code: CEKOCZPP  
Registered in the Commercial Register of the Municipal Court in Prague, Section A, Insert 10771,  
Represented by: Jan Klas, Director General

(Hereinafter referred to as “**Client**”)

and

##### **CAD Studio s.r.o.**

Company existing and organized under the laws of the Czech Republic  
having its registered office at: Hornopolní 3322/34, 702 00, Ostrava, Czech Republic  
VAT number: CZ26197081

Bank: [REDACTED]

Account: [REDACTED]

IBAN: [REDACTED]

SWIFT: [REDACTED]

Represented by: Radomír Žvak, Business Manager

(Hereinafter referred to as “**Contractor**”)

Hereinafter individually or collectively referred to as a “**Party**” or the “**Parties**”

## 2. Subject matter

- 2.1 Upon the terms and subject to the conditions herein contained, the Contractor undertakes to provide the Client with software for Aeronautical Information Management Distribution Service (hereinafter referred to as „AIM DS software“).
- 2.2 The subject of performance of this Contract consists of the following work packages:
- a) Critical Design Review (CDR) performance, relevant documentation and presentation of AIM DS software prototype (Beta version);
  - b) Assistance to installation of AIM DS software and configuration, and Site Acceptance Test (SAT);
  - c) Provision of complete technical documentation describing the AIM DS software (administrator documentation, user documentation and EC declaration of suitability for use (DSU) according to Article 21.1 of this Contract) in English or Czech language;
  - d) Training.

The detailed subject of performance of this Contract (hereinafter referred to as “the System”) is described in Annex 1 to this Contract (Technical Specification Aeronautical Information Management Distribution Service).

- 2.3 The Contractor undertakes to perform the System duly and in time. The Client undertakes to take over the System and to pay to the Contractor for the System under the terms and conditions defined hereafter. The Price of the System is given in Article 3 of this Contract.

## 3. Price

- 3.1 The Contractor and the Client have agreed that the contractual total price for the System defined in Article 2 of this Contract is:

122.796,00 EUR excluding VAT

(In words: One Hundred Twenty Two Thousand And Seven Hundreds Ninety Six Euros)

- 3.2 Detailed breakdown of the price is described in Annex 2 that forms an inseparable part of this Contract.
- 3.3 The total contractual price stated in Article 3.1 of this Contract covers all costs, charges, duties, licences in accordance with Article 16 and all other expenses related to the performance of the System and covers all other services, rights, installation, configuration and delivery provided by the Contractor. Any change of the total contractual price has to be performed by a written addendum concluded by both Parties in compliance with the Public Procurement Act No. 134/2016 Coll., as amended.

## 4. Payment terms

- 4.1 The payment to the Contractor under this Contract shall be made in Euros, free of any bank charges, in favour of the Contractor in its account referred to in Article 1 of this Contract.
- 4.2 The terms of payment shall be set as follows:
- 4.2.1. Upon signature of the CDR Certificate and after the successful presentation of AIM DS software prototype (Beta version) the amount of EUR 24.559 (In words: twenty-four thousand, five hundred fifty-nine Euro) which is 20% of the price specified in Article 3.1 of

this Contract shall be paid by the Client against an invoice issued by the Contractor. A copy of such CDR Certificate shall be attached to the invoice.

- 4.2.2. Upon signature of the Report on the training completion according to Article 9.8 of this Contract and SAT Certificate on AIM DS software according to Article 8.4.4 of this Contract the amount of EUR 61.398 (In words: sixty-one thousand, three hundred ninety-eight Euro) which is 50% of the price specified in Article 3.1 of this Contract shall be paid by the Client against an invoice issued by the Contractor. A copy of Report on the training completion and a copy of such SAT Certificate shall be attached to the invoice. The training must be specified separately on the invoice.
- 4.2.3. Upon signature of Protocol on due handover and takeover according to Article 10.1 of this Contract the amount of EUR 36.839 (In words: thirty-six thousand, eight hundred thirty-nine Euro) which is 30% of the price specified in Article 3.1 of this Contract shall be paid by the Client against an invoice issued by the Contractor. A copy of Protocol of due handover and takeover shall be attached to the invoice.
- 4.3 Invoices shall be due within thirty (30) days of receipt thereof by the Client.
- 4.4 An invoice including Client's reference No. of this Contract stipulated in the heading hereof including all enclosures according to Article 4.2 of this Contract must be sent to the Client's address stated in Article 1 of this Contract.
- 4.5 The invoice shall fulfil all requirements of a tax document according to Act no. 235/2004 Coll., on Value Added Tax, as amended and the Directive 2006/112/ES, otherwise will be returned to the Contractor. In case of duly returned invoice the due period cease to run and new maturity period starts to run from the date on the delivery of corrected or completed invoice to the Client.

## **5. Terms of performance**

- 5.1 The Parties have agreed that the System shall be delivered within the following milestones:
- 5.1.1. CDR performance, relevant documentation and presentation of AIM DS software prototype (Beta version) T0 + 3 months
- 5.1.2. Training completion and signature of SAT Certificate of AIM DS software T0 + 7 months
- 5.1.3. Provision of complete technical documentation describing the AIM DS software (administrator documentation, user documentation and EC declaration of suitability for use (DSU) according to Article 21.1 of this Contract) and signature of Protocol of due handover and takeover T0 + 8 months.
- 5.2 The "month" means a period of thirty (30) consecutive running days and T0 is a date of the Contract coming into force.

## **6. Place of performance**

- 6.1 The place of performance of the Contract is this ANS CR site: The Air Navigation Services of the Czech Republic, Navigační 787, 252 61 Jeneč, Czech Republic.

## **7. Critical Design Review**

- 7.1 A Critical Design Review (CDR) session shall be performed at the Client's site, if not agreed otherwise by the Parties, before the start of the AIM DS software deployment and implementation. The CDR session shall prove that understanding of the objectives of this Contract, including the Technical Specification which forms the Annex 1 to this Contract, and offered technical solution are clear for both Parties, and further specifies the technical solution of the AIM DS software implementation in more details. The Critical Design Review Document shall be drawn up by the Contractor and agreed by both Parties.

## **8. Site acceptance test (SAT)**

- 8.1 The Contractor hereby undertakes to provide assistance to installation of the AIM DS software and configuration, so that AIM DS software is integrated with other systems of the Client, and duly test the functionality of AIM DS software via SAT.
- 8.2 The test documentation shall be prepared in English or Czech language by the Contractor and sent to the Client for approval at least thirty (30) days before SAT.
- 8.3 SAT will be performed after completing the AIM DS software installation, configuration, setting and tuning.
- 8.4 SAT shall be executed with the following rules:
- 8.4.1. finding of non-blocking errors/functions will be listed in the SAT record specifying the date when the error is repaired;
  - 8.4.2. finding of blocking errors/functions preventing the use of the System will cause SAT interruption. SAT shall be repeated in the whole range entirely;
  - 8.4.3. in case of not successful SAT the new date of SAT shall be agreed by both Parties. The deadline set in Article 5.1.2 of this Contract shall be strictly observed.
  - 8.4.4. SAT shall be considered to be completed upon the signature of SAT certificate.
- 8.5 The Contractor shall be responsible for test tools that may be necessary for the tests.
- 8.6 The Contractor undertakes that the implementation of AIM DS software shall not result in exceeding of the performance of the Client's current hardware and operational system.
- 8.7 The Contractor shall be liable for the functionality of the AIM DS software and for its compatibility with the current environment of the Client.

## **9. Training**

- 9.1 The Contractor shall provide training to the Client personnel. Particular training dates shall be subject to the Client's approval because of the operational reasons and resources planning at Client's side.
- 9.2 Language used for training (including training materials) shall be English or Czech.
- 9.3 The training shall take place not earlier than three (3) months before the SAT.
- 9.4 The training shall take place at the Client's premises after AIM DS software installation, settings and configuration according to Client's security measures.
- 9.5 The training shall be focused on practical issues related to the System operations in Client's local operational environment and shall cover the technical personnel (up to 6 people).



- 9.6 The final Training Plan agreed by the Client shall be delivered to the Client no later than fifteen (15) days prior the training.
- 9.7 The Contractor shall prepare and provide a set of training material in paper or in electronic form for each trainee.
- 9.8 The Contractor shall deliver a Report on the training completion including:
  - 9.8.1. Training content,
  - 9.8.2. Attendance Report,
  - 9.8.3. Training Certificate for each trainee.

## **10. Handover**

- 10.1 Upon complete performance of this Contract the Contractor and the Client shall sign the Protocol on due handover and takeover that shall confirm that the System was duly handed over to the Client and that shall include:
  - 10.1.1. Identification of contract,
  - 10.1.2. Identification of handing over and receiving parties,
  - 10.1.3. Subject of acceptance (including accessories),
  - 10.1.4. List of delivered documentation (including technical documentation, SAT certificate, Report on the training),
  - 10.1.5. List of software licenses acquired as part of the delivery (including third party software licenses),
  - 10.1.6. Pending items and defects found that do not prevent takeover (including defect removal or pending items delivery date),
  - 10.1.7. Date and place of delivery and acceptance,
  - 10.1.8. Signatures of handing over and receiving representatives.

## **11. Taxes**

- 11.1 The Contractor declares that its tax domicile is in the Czech Republic
- 11.2 The Client declares that its tax domicile is in the Czech Republic.
- 11.3 The contractual total price has been calculated and is expressed excluding of VAT. VAT shall be applied in accordance with the Act. No. 235/2004 Coll., on Value Added Tax, as amended and the Directive 2006/112/ES. Total contractual price for the System under this Contract is final, including all taxes (except VAT). In the event the Client is required in accordance with the Act. No. 586/1992 Coll., on Income Tax, or with the applicable treaty for the avoidance of double taxation to withhold or deduct taxes upon payment of the contractual price, the Contractor will receive the amount after the deduction.
- 11.4 The Client is not responsible for any Contractor`s obligations to tax offices of the Czech Republic.

## 12. Obligations and responsibilities

### 12.1 External Entities Entry to the premises and objects of the Client

12.1.1. The Contractor shall comply with the rules of the entry of external entities to the premises and objects of the Client. The obligations of the Contractor regarding the entry of external entities to the premises and objects of the Client are specified on the following website

<http://www.rlp.cz/spolecnost/Stranky/Vstupy.aspx>

12.2 The Contractor as an employer in performance of this Contract is responsible for complying with Safety and Health Protection and Fire Protection regulations by its employees or other individuals engaged in work in its favor. Any damages resulting from violation of these regulations by the Contractor's employees or other individuals engaged in work in its favor shall be borne by the Contractor. If the Contractor generates dangerous places or situations on site as a result of its activity, the Contractor shall take his own measures to secure the impending damage and shall immediately inform the Client of this fact.

12.3 The Client may provide to designated Contractor's employees remote access and VPN connection to the maintained system via Client's IP data network (CADIN) based on defined access privileges. An RSA SecureID token will be issued to each of these Contractor's employees, a list of which shall be delivered to the Client before the need of remote access to Client's system, against the signature of each designated Contractor's employee. The list of the designated Contractor's employees may be changed by the Contractor from time to time, nevertheless each change shall be announced to the Client without any delay. The communication regarding the list of designated Contractor's employees and its changes shall be made between the following contact persons:

12.3.1. on the part of the Contractor: [REDACTED]

12.3.2. on the part of the Client: [REDACTED]

The list of the designated Contractor's employees and its changes shall be sent either in the form of letter sent via the postal licence holder, Data box or email with electronic signature.

12.4 The Contractor as an employer is responsible for its employees to observe the Client's rules for VPN access when using RSA SecureID tokens (issued based on Article 12.3) and also for the loss of RSA SecureID token. The Client is obliged to provide the Contractor with VPN access rules. The Contractor is obliged to compensate all damages caused by breaking these rules by its employees.

12.5 The Client shall provide the Contractor with necessary assistance upon request and, for the purposes of the Contract, the assistance means:

12.5.1. enable the Contractor access to its workplaces;

12.5.2. preparation, provision or delivery of documents to the Contractor to the extent necessary for the proper performance of this Contract, based on the prior Contractor's request and provided that Client's internal safety regulations allow this.

12.6 The Client agrees to enable the Contractor to use the Client's equipment and hardware components, provided that Client's internal safety regulations allow this, to perform this Contract.

## 13. Warranty

13.1 The Contractor is liable that the System has the parametres stipulated in this Contract and its Annex 1 (this liability hereinafter referred to as the „Contractor's Warranty“).

- 13.2 The System delivered by the Contractor under this Contract shall be warranted for a period of twenty four (24) months starting from signature of the Protocol on due handover and takeover (hereinafter referred to as the „System Warranty period“).
- 13.3 The Contractor shall warrant the System against all defects and failures during the System Warranty Period.
- 13.4 For such defects, which have been identified prior to the expiration of the System Warranty Period, but not remedied within the System Warranty Period, the System Warranty period shall extend until the remedial actions have been completed and the effect of the action has been adequately verified.
- 13.5 During the System Warranty Period the Contractor shall warrant the System against malfunctions and/or defects introduced by the Client staff while performing preventive maintenance as long as the Client staff follows procedures and instructions for the work to be performed.
- 13.6 If the Client staff by following the maintenance documentation introduces or gives reasons for defects or malfunctions, such defects and malfunctions shall be covered completely by the Contractor's Warranty and without additional costs for the Client.
- 13.7 The condition mentioned in Article 13.5 of this Contract shall as well cover situations where the maintenance documentation is incomplete or inadequate, and this has undesired effects on the System.
- 13.8 The entire costs for the correction of deficiencies falling under the Contractor's Warranty, inclusive the costs related to the shipment shall be carried out by the Contractor. In case of breach of the warranty duties of the Contractor, the Client has the right to eliminate the defect through a third person. The costs related to such elimination shall be paid by the Contractor.
- 13.9 During the System Warranty Period, the Contractor shall remedy any defects which are identified in any part of the System at his own expenses.
- 13.10 During the System Warranty Period the Service conditions pursuant to Service Contract No. 409/2019/PS/030 concluded between the Parties shall apply. The Parties declare that they have contract No 409/2019/PS/030 in their possession and that the said contract shall not be annexed hereto.
- 13.11 Unless stated otherwise in this Contract the liability for defects follows the Section 2615 et seq. of the Civil Code.

#### **14. Ownership right and risk of damage**

- 14.1 The ownership to tangible objects delivered according to this Contract shall be transferred to the Client upon signing of the Protocol of due handover and takeover of the System by both Parties. The risk of damage is transferred together with the ownership title.

#### **15. Contractual penalties**

- 15.1 If the Contractor fails, for reasons other than causes beyond its control, to present in time the System in accordance with the provisions of the time schedule in Article 5.1 of this Contract and after a grace period of thirty (30) calendar days, the Client may claim from the Contractor a contractual penalty in the amount of zero point zero five per cent (0.05 %) of the price of the System defined in Article 3.1 of this Contract per full day of delay.
- 15.2 If the Contractor fails, for reason other than causes beyond its control, within the Warranty Period, to meet the Reaction, Restore and Resolve times according to Article 7 of Contract

No. 409/2019/PS/030, then the Client may claim from the Contractor a penalty according to defect severity as per Contract No. 409/2019/PS/030.

- 15.3 In case the Contractor breaches the rules for remote access as stated in Article 12.4 of this Contract, the Contractor shall be duty-bound to pay a penalty € 5.000,00 for each violation of these rules.
- 15.4 In case of breach of the rules of entry of external entities according to the Article 12.1.1 of this Contract, the Contractor shall pay the Client a contractual penalty of € 385,00 (in words: three hundred eighty five Euros) for each individual breach.
- 15.5 Contractual penalty shall be paid by the obliged Party independently on the possible damage caused to the other Party. Such indemnity mentioned herewith shall be subject of separate reimbursement.
- 15.6 The detailed statement of contractual penalty claimed by the entitled Party shall be notified to the liable Party, which shall be entitled to submit its comments (explanation and proof of the force majeure or other reason for liberation) to the entitled Party within thirty (30) days from the receipt of the notification of the statement.
- 15.7 Beyond this thirty (30) day time-limit, the liable Party will be deemed to have not objected to the contractual penalty and will have to pay it through direct bank transfer exclusively.

## **16. Copyright and intellectual property**

- 16.1 The copyrights and all intellectual property rights to the System shall remain the property of the Contractor. The Contractor hereby grants the Client a non-exclusive, non-transferable and unlimited licence to use the System only for the purpose of the Contract.
- 16.2 Protocol on due handover and takeover shall contain a separate document containing a detailed list of all SW licences of third parties provided by the Contractor as part of provision of the System according to this Contract. At least the following details must be provided for each third party SW licence: text of software license or Standard License name (e.g. GNU GPLv2 or BSD), identification of the document based on which the Contractor acquired the licence; exact name of the obtained software according to the manufacturer; edition, version, type (as relevant); number of acquired licences; licence limitations – e.g. identification of the language version, bit version, user/device, data centre, CPU, CORE possibly other operational limitations – location, country and other (as relevant); type of licence and licence programme (OEM, OLP, SELECT, possibly others); the scope of provided support (duration, beginning and end) or direct link to the Contract.
- 16.3 The Contractor hereby declares and ensures the Client that all third parties software licences provided by the Contractor during the performance of this Contract have been obtained by respective third party.
- 16.4 If applicable, a complete list of open source software and/or free software used for the performance of this Contract shall be provided by the Contractor. The type of license agreement shall be listed to each open source software and/or free software (if it concerns a standard license agreement such as GPLv2, GNU GPL, BSD License, etc.), or the full license agreement shall be provided to the Client. The Contractor is responsible that the open source software and/or free software is used in compliance with the license terms that apply to the use of the respective open source software and/or free software. The Client shall not be liable for any breach of the licenses related to the open source software and/or free software used by the Contractor to perform the Contract.
- 16.5 The Contractor shall protect the Client from any claims made against supposed breach of copyright and/or patent right as a result of the use and/or any handling of the System by the Client authorized by the Contractor. This protection is conditional upon giving to the Contractor written notice of any claim for infringement within a period not exceeding five (5) calendar days after the Client acquired knowledge of said claim. This protection is also conditional upon permitting the Contractor (at its expense) to conduct on the Client's behalf any litigation or negotiations in respect thereof. Only in such a case, the Contractor shall reimburse the Client for all costs, fines or damages incurred



by the Client due to the Contractor's breaching of its obligations described under the Article 16 of this Contract provided that the Client can justify the reasonable fees paid in relation to that claims. The foregoing states the Contractor entire liability for patent, copyright, design and trademark infringement.

- 16.6 Should a court or an arbitrator finally establish that there has been a copyright and/or patent infringement, or should the Contractor consider that the System might give rise to a claim or suit for infringement, then the Contractor may at its sole options:
- 16.6.1. obtain the right, at its own expense, for the Client to continue the use of the System,
  - 16.6.2. substitute equivalent equipment to the infringing pieces of System,
  - 16.6.3. modify the infringing pieces of System so as to eliminate the infringement.
- 16.7 In case of replacement or modification, the Contractor warrants that the software shall have the same functionalities as the System that is being replaced or modified. The options described above shall constitute the sole remedy to the Client in case of infringement of third parties' copyright and/or patent.
- 16.8 The Client warrants that any designs or instructions that may be furnished or given to the Contractor for the purpose of performance of this Contract shall not cause the Contractor to infringe any patent, registered design, trademark or copyright. The Client shall, in this respect, hold harmless and indemnify the Contractor in the same way as provided under Article 16.5 of this Contract.
- 16.9 For avoidance of any doubts, the Parties hereby declare, that all data, configurations, user settings or templates created by means of the software or contained therein, shall be subject to intellectual property rights of the Client and the Contractor shall be entitled to use them during performance of this Contract on the basis of explicit instruction given by the Client. Upon termination of this Contract, the Contractor hereby undertakes, upon Client's request, to provide all the cooperation with migration of the above mentioned data for the purpose of its further use. Such cooperation shall be included in price as stated in Article 3.1 of this Contract.

## **17. Force Majeure**

- 17.1 Each Party shall not have any legal liability to the other Party if it cannot perform its obligations under this Contract for a cause of force majeure i.e. any event that is beyond its reasonable control.
- 17.2 In such a case, the Party, which is prevented from fulfilling its contractual obligations by the force majeure event, shall give notice of the event and the time set forth in Article 5.1 of this Contract will be extended by the number of days necessary to overcome the causes of the delay.
- 17.3 Deliveries under and performance of this Contract shall be resumed as soon as practicable after such event has come to an end. If the performance of whole or part of this Contract is delayed by reason of force majeure for a period exceeding three (3) months, either Party may request termination of this Contract or the affected part thereof. Then the Parties will endeavour to establish by mutual agreement on the termination of the contractual relationship; failing such an agreement, provisions of Article 23 of this Contract hereafter shall apply.

## **18. Assignment – subcontracting**

- 18.1 Neither Party to this Contract shall be entitled to assign or transfer any of its contractual rights or obligations to any third party without prior written approval from the other Party; such approval shall not be denied unreasonably. The Contractor shall be entitled to subcontract, under its responsibility, any part of this Contract.

## **19. Termination**

### **19.1 Termination for material breach by the Contractor**

19.1.1. The Client shall have the right to terminate in whole or in part this Contract by operation of law and without necessity of a judicial decision in case the Contractor has failed to fulfil any of its material obligations under this Contract, in particular not meeting the deadlines set forth in Article 5.1 of this Contract, for reasons other than those which are out of its control and/or with the exception of cases where the non-fulfilment of the Contractor commitments can be attributed to the Client.

19.1.2. The Client shall notify the Contractor of its withdrawal from the non-fulfilled part of this Contract in accordance with Article 19.1.1 of this Contract in a registered letter with forty five (45) days additional period provided for fulfilling the obligation in question.

19.1.3. If the Contractor fulfils its obligations during these forty five (45) days, the Client shall no longer be entitled to insist on its withdrawal from the Contract. If the Contractor does not fulfil its obligations during the said forty five (45) days, the withdrawal shall become effective upon the term of such forty five (45) days.

### **19.2 Termination for breach by the Client:**

19.2.1. The Contractor shall have the right to terminate in whole or in part this Contract by operation of law and without necessity of a judicial decision in case the Client has failed to fulfil any of its obligations under this Contract, in particular the failure to pay the contractual price, for reasons other than those which are out of its control and/or with the exception of cases where the non-fulfilment of the Client commitments can be attributed to the Contractor, and such failure has lasted for more than forty five (45) days. In such a case, termination shall be notified to the Client by a forty five (45) day's formal notice to perform and shall become effective upon the term of such forty five (45) days if the Client's failure remains not cured at that time.

19.2.2. If the Client fulfils its obligations during these forty five (45) days, the Contractor shall no longer be entitled to insist on the termination of this Contract.

19.3 Either Party shall have the right to terminate this Contract in case the other Party is in bankruptcy according to its national law. The legal effects of the termination shall occur on the day of the delivery of the written notice to the other Party.

19.4 This Contract may be terminated by mutual agreement of both Parties.

### **19.5 Liquidation settlement in case of termination**

19.5.1. In case of termination for any reason whatsoever, the Parties will try to establish by mutual agreement a liquidation settlement; failure such an agreement, provisions of Article 23 of this Contract hereinafter shall apply.

## **20. Liability**

20.1 Either Party shall defend, indemnify, and hold the other Party harmless from any and all claims, losses, expenses, costs or damages directly arising from the injury to or death of any person and the damage to or loss of any property, which it has caused in the framework of this Contract.



**21. Certificates**

- 21.1 The Contractor shall, according to Regulation (EU) 2018/1139 of the European Parliament and of the Council of 4 July 2018 on common rules in the field of civil aviation and establishing a European Union Aviation Safety Agency, and amending Regulations (EC) No 2111/2005, (EC) No 1008/2008, (EU) No 996/2010, (EU) No 376/2014 and Directives 2014/30/EU and 2014/53/EU of the European Parliament and of the Council, and repealing Regulations (EC) No 552/2004 and (EC) No 216/2008 of the European Parliament and of the Council and Council Regulation (EEC) No 3922/91 in connection with Regulation (EC) No 552/2004 of the European Parliament and of the Council of 10 March 2004 on the interoperability of the European Air Traffic Management network (the interoperability Regulation), provide the Client with EC declaration of suitability for use (DSU) for the subject of this Contract.

**22. Miscellaneous**

- 22.1 No change, alteration, modification or addition to this Contract shall be valid unless made in writing and properly executed by the Parties hereto.
- 22.2 If any of the provisions of this Contract is found, by a competent authority, to be void or unenforceable, such provision shall be deemed to be deleted from this Contract while the other provisions of this Contract shall remain in full force and effect. The Parties shall negotiate in good faith in order to agree upon a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.
- 22.3 The headings used in this Contract are for convenient reference only and cannot be used for interpreting the provisions of this Contract.
- 22.4 Civil Aviation Security

By signing this Contract the Contractor acknowledges that it is not authorized to disclose or disseminate any information which could affect the security of civil aviation, namely due to requirements for maintaining security in civil aviation resulting from the relevant legislation (in particular the ICAO Annex 17) and imposing on air navigation service providers to take appropriate actions as a base to provide safeguarding of civil aviation against acts of unlawful interference. Particularly, the Contractor shall not anyhow reproduce and redistribute any information acquired in connection with the performance thereof.

22.5 Publication

The Contractor acknowledges that the Client is obliged to publish this Contract and associated information and documents related to the performance under this Contract pursuant to the Act No. 340/2015 Coll., on the Register of Contracts, as amended, and the Act No. 134/2016 Coll., on Public Procurement, as amended. The Contractor also acknowledges that the Client is obliged to provide information pursuant to the Act No. 106/1999 Coll., on Free Access to Information, as amended. When this Contract is published in the Register of Contracts, in particular the following information contained in this Contract shall not be provided: Contractor's bank account details, contact persons details stated in Articles 12.3.1 and 12.3.2 of this Contract, signatures on the Contract and trade secret within the sense of § 504 of Civil Code as further specified in Article 22.6 of this Contract.

22.6 Trade secret

Trade secret, within the sense of § 504 of the Civil Code, means all price calculation detailed in Annex 2 of this Contract and Technical Specification detailed in Annex 1 and for this reason price calculation detailed in Annex 2 of this Contract and Annex 1 will neither be published nor provided according to Article 22.5 of this Contract.

## 22.7 Personal Data Protection

The Client and the Contractor shall comply with personal data protection rules pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), i.e. GDPR Regulation, and pursuant to other generally binding legal regulations on personal data protection. More information on data protection on the part of the Client is available on

<http://www.rlp.cz/en/company/dataprotection/Pages/default.aspx>

- 22.8 For reasons of co-financing of the System by the European Union the Contractor hereby undertakes to act in accordance with the "Rules applicable to the Contract resulting from co-financing by the European Union" which is attached as Annex 3 to this Contract.
- 22.9 The Contractor declares that it is sufficiently insured to cover its liability under this Contract for damage caused to third parties.

## 23. Settlement of disputes

- 23.1 All disputes arising out or in connection with the present Contract shall be finally settled under the appropriate court of the Czech Republic. The Parties agree that a court of Client's registered office shall be considered appropriate.
- 23.2 This Contract is governed by Czech law.

## 24. Enter into force

- 24.1 Both Parties declare that the individual Clauses of this Contract are sufficient with regards to the requirements for forming a contractual relationship, that the contractual freedom of the Parties has been used and that the Contract has been concluded in such a way that it is not to the debit of either Party.
- 24.2 Both Parties declare that regarding their own national regulations, they are fully entitled to sign the present Contract.
- 24.3 This Contract shall be valid upon signature by both Parties and shall enter into force on a day when it is registered in a Register of Contracts. The Contract shall be deemed as null and void if the registration is not completed within three (3) months since the signature of the Contract by both Parties.
- 24.4 **This Contract has been signed electronically, only in one electronic copy.**
- 24.5 The following Annexes form an integral part of the Contract:
- Annex 1: Technical Specification
  - Annex 2: Price breakdown
  - Annex 3: Rules applicable to the Contract resulting from co-financing by the European Union



30.07.2020 12:01:59

.....  
Jan Klas  
Director General  
Air Navigation Services of the Czech Republic

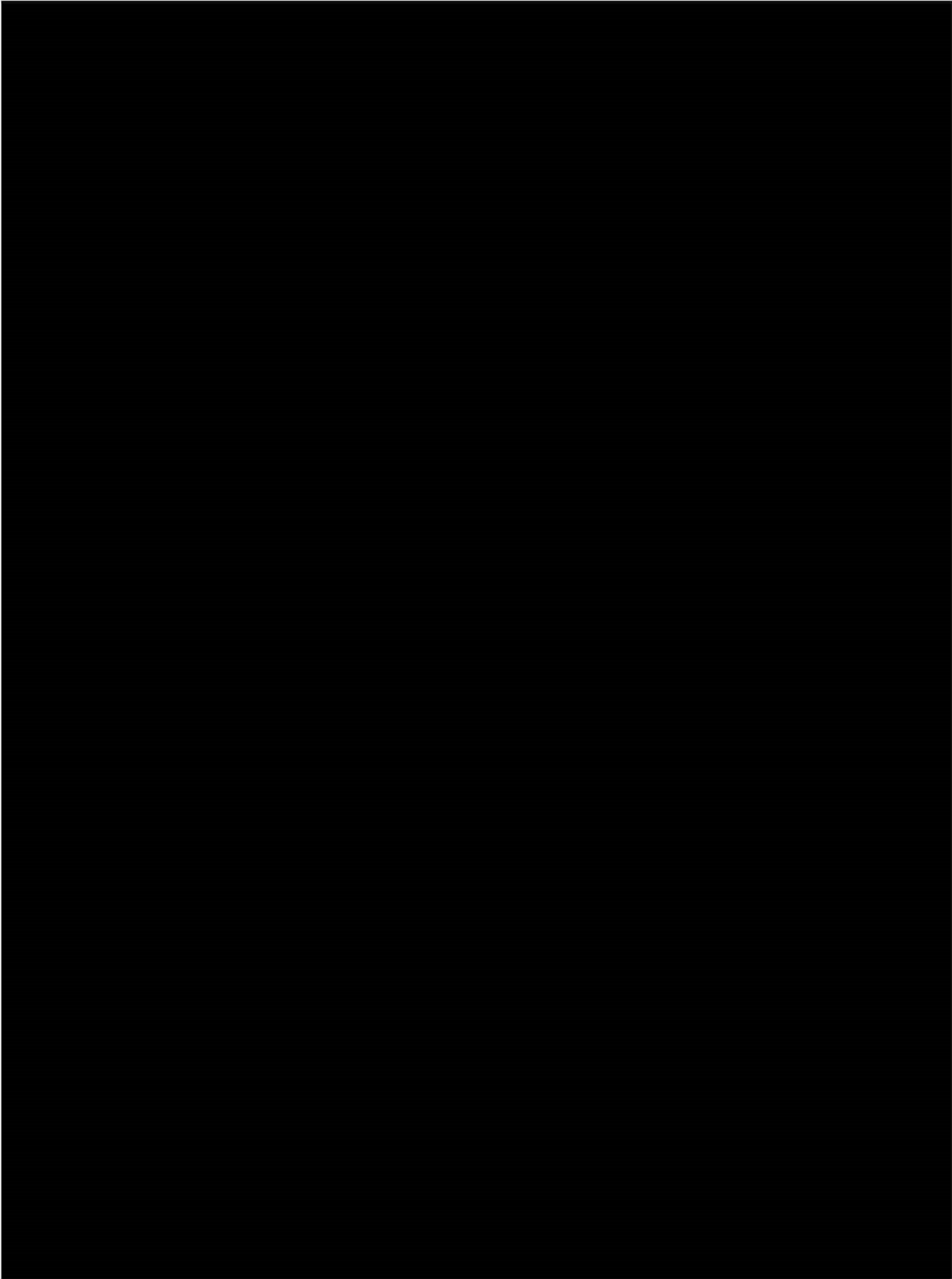


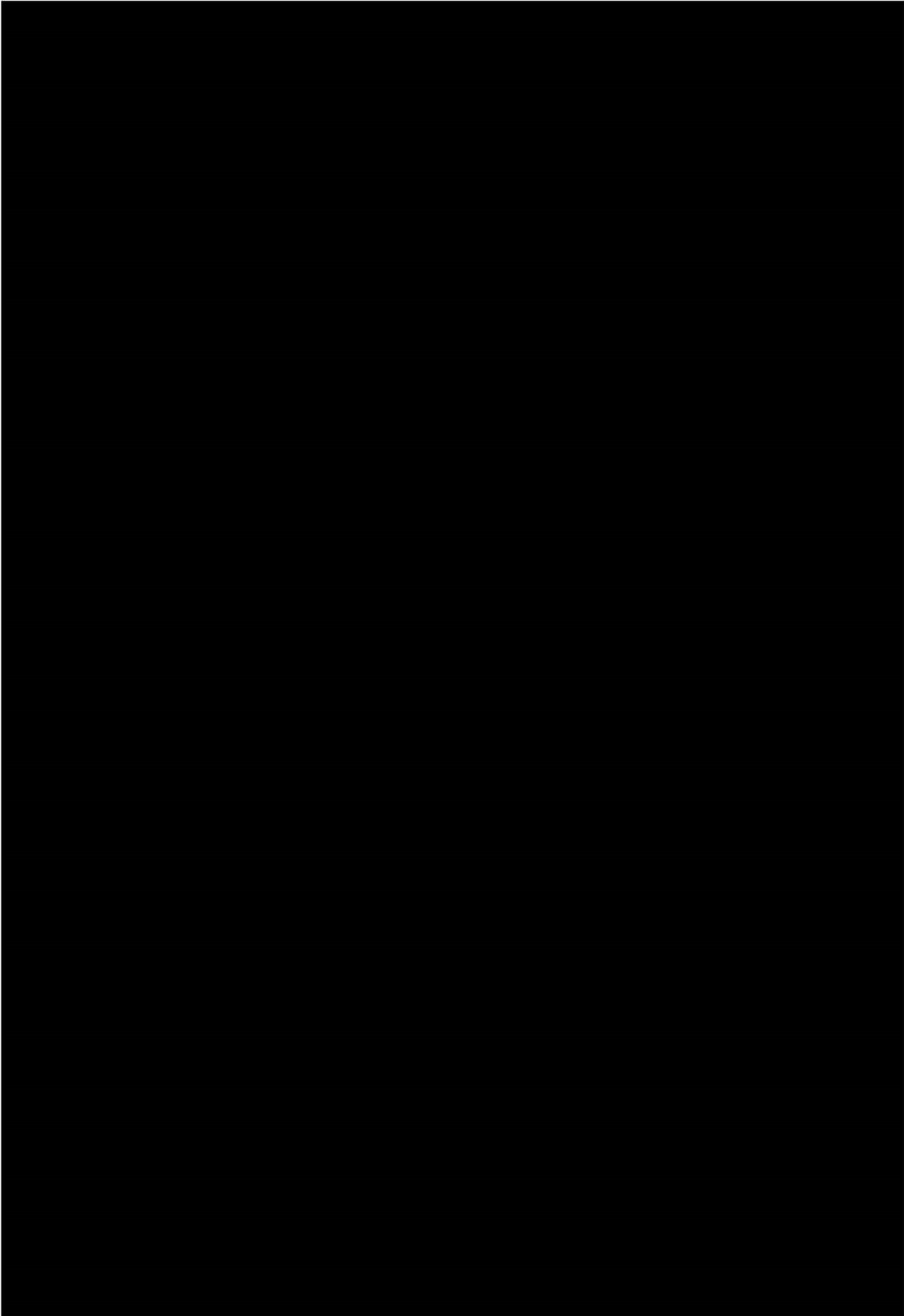
Jan Binter  
Executive Director  
CAD Studio s.r.o.

# ANNEX 1

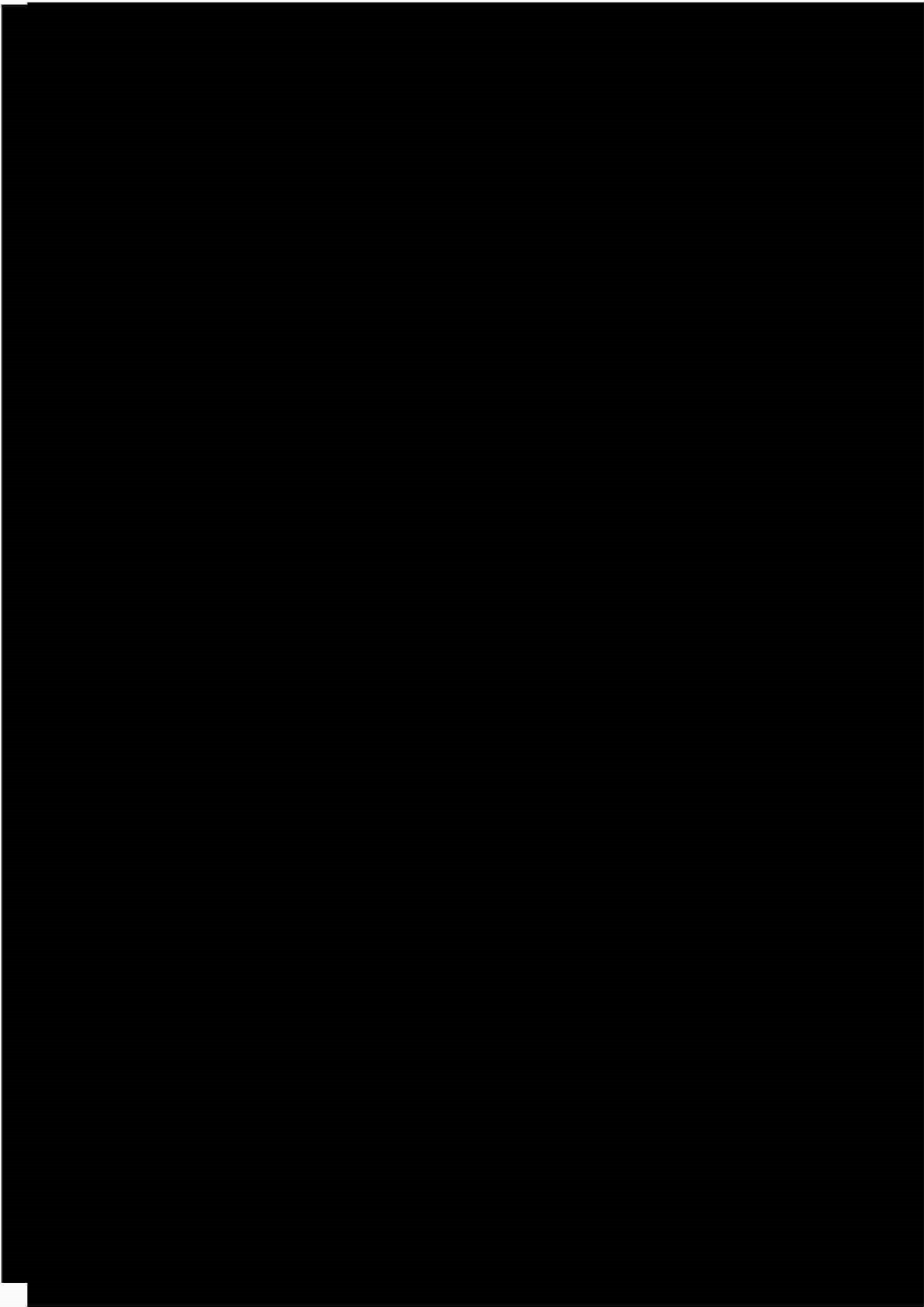
to Contract for Work No. 407/2019/IS/120

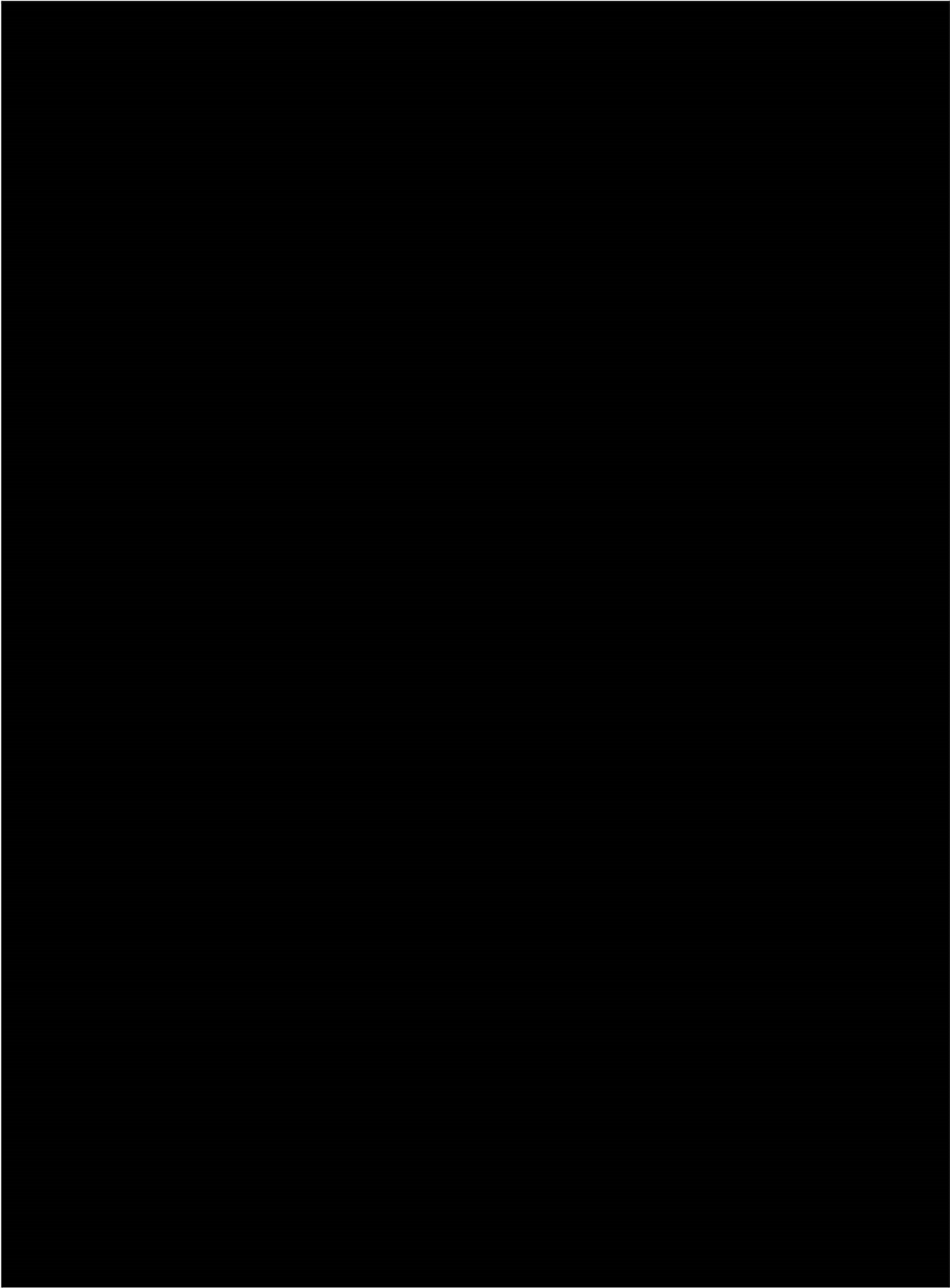


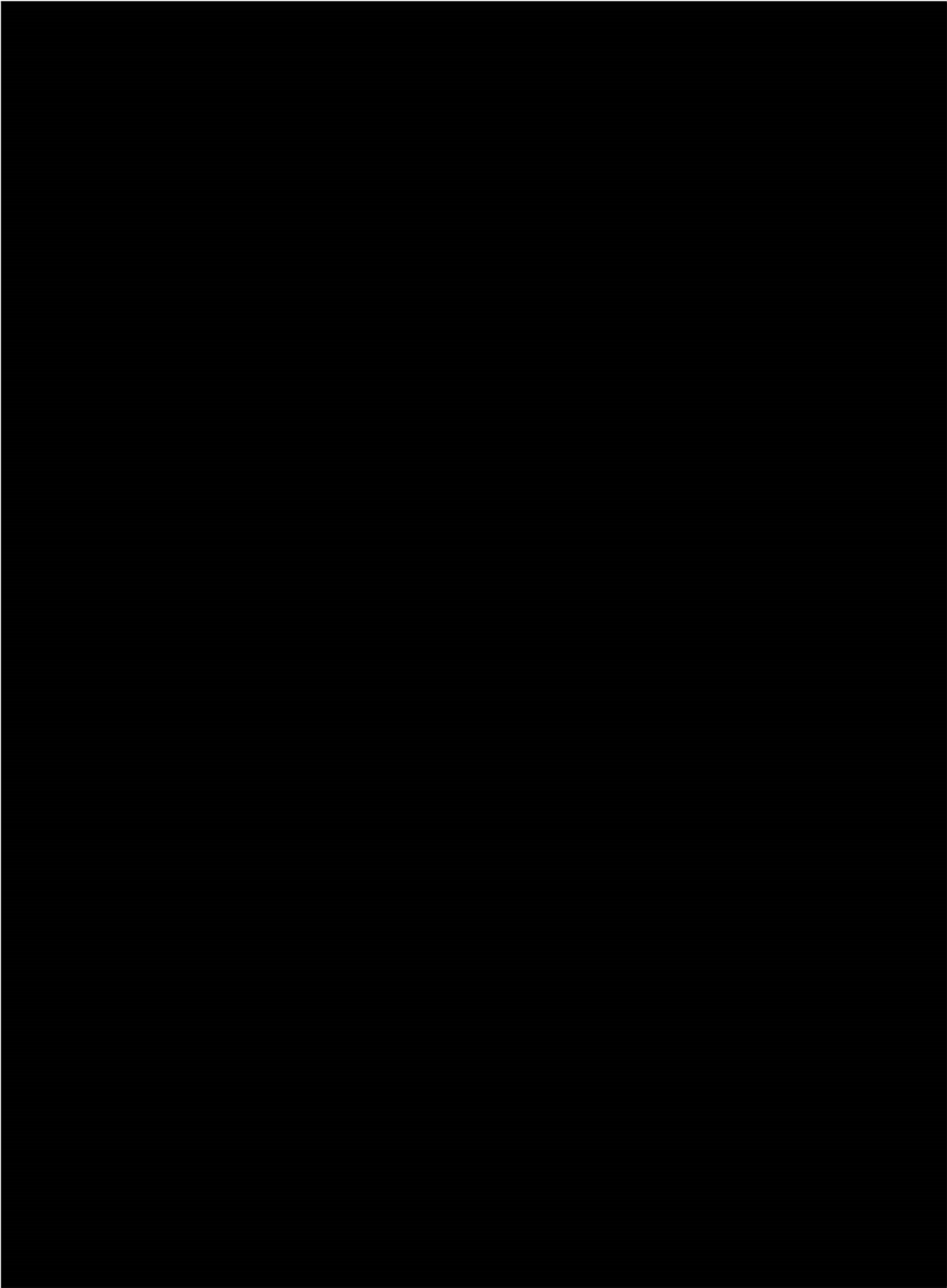


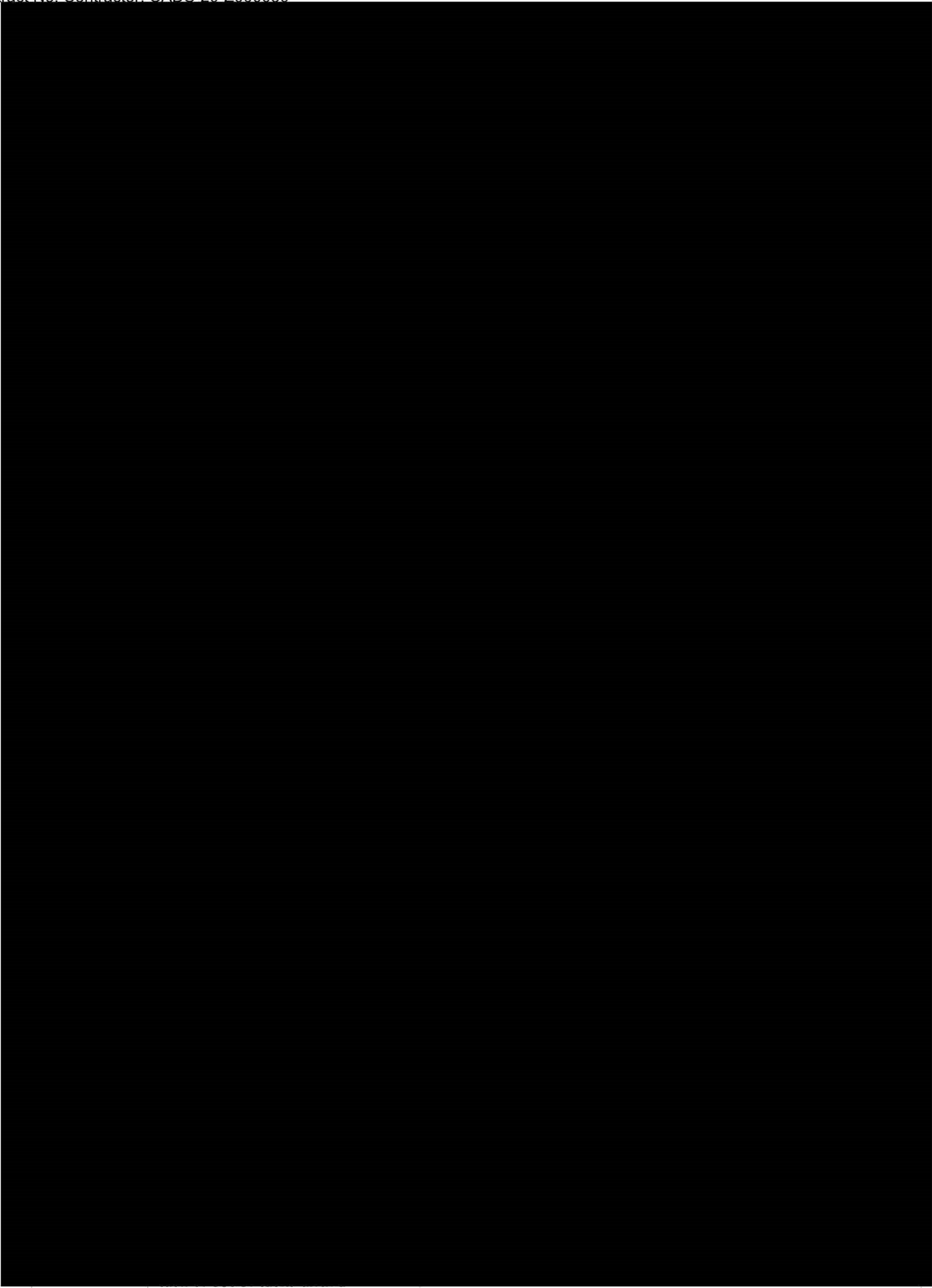


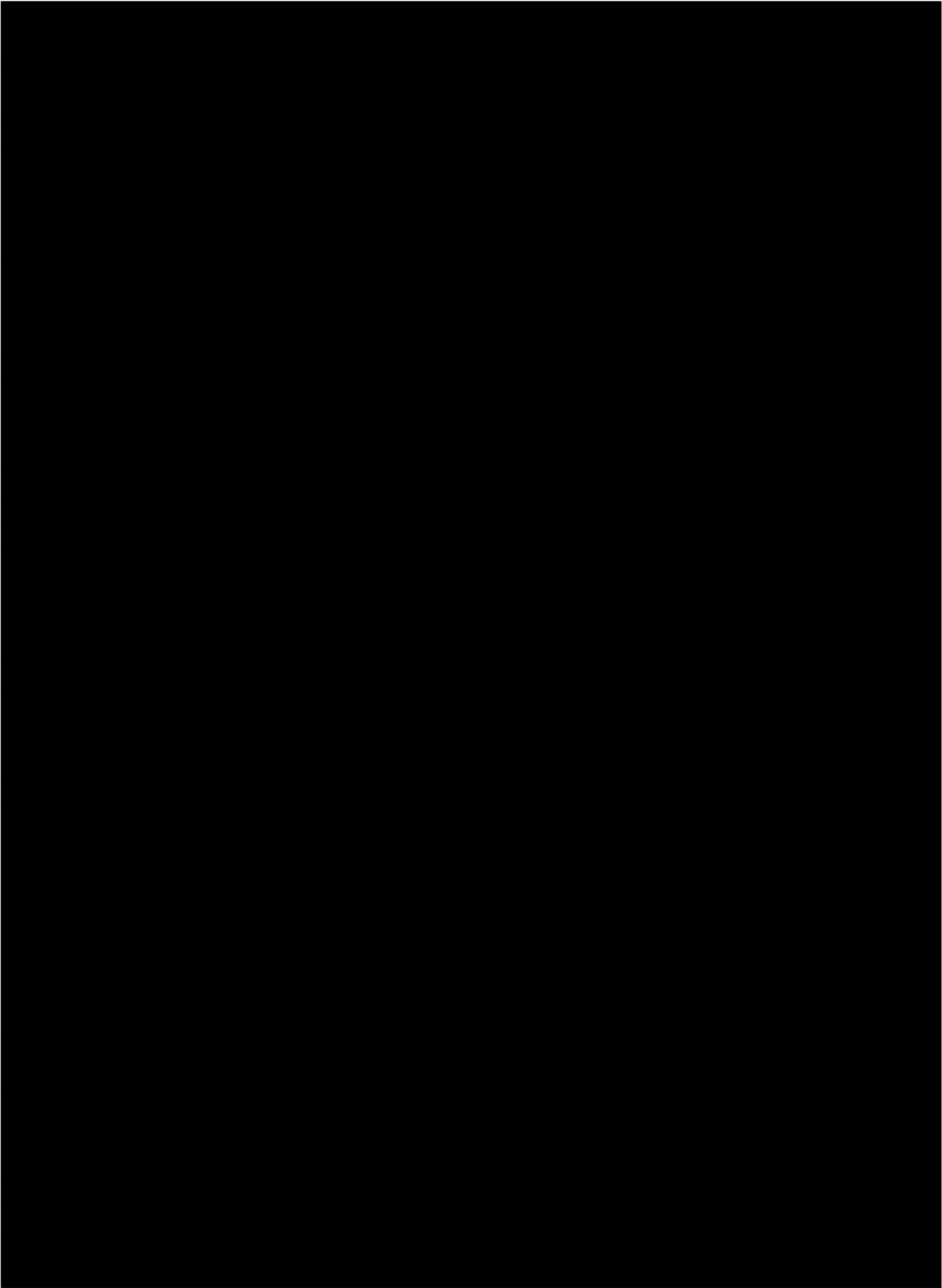


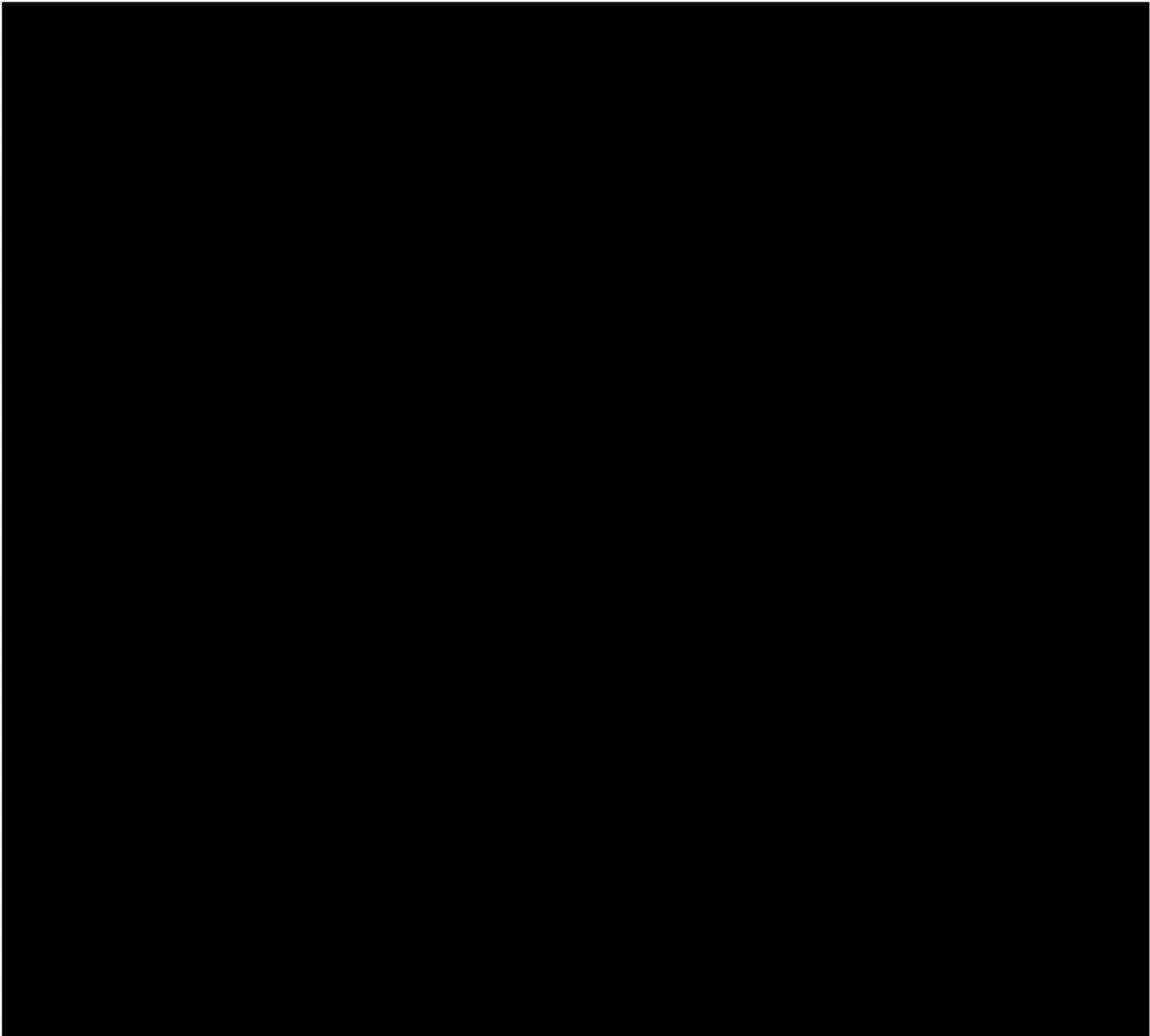




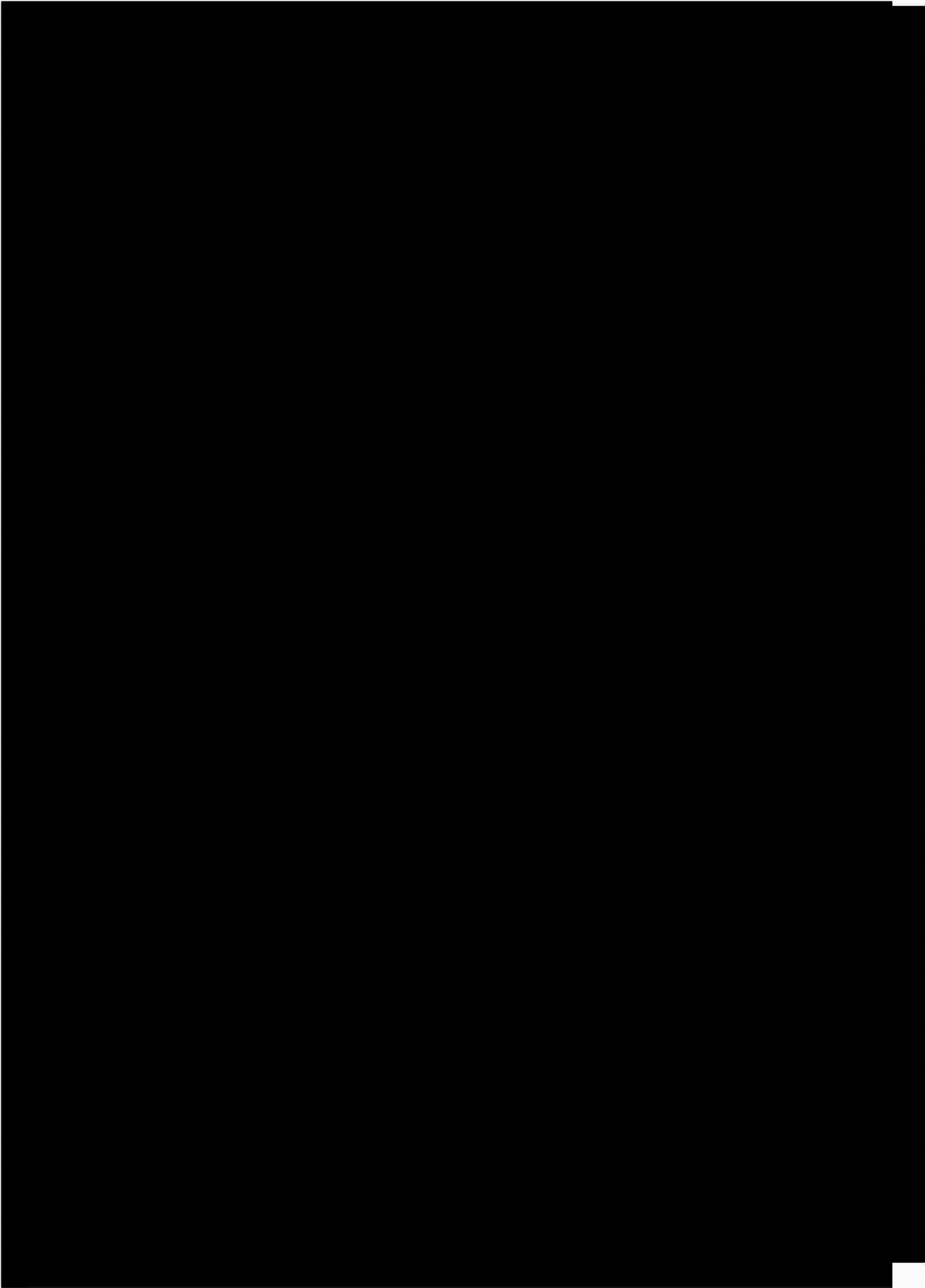


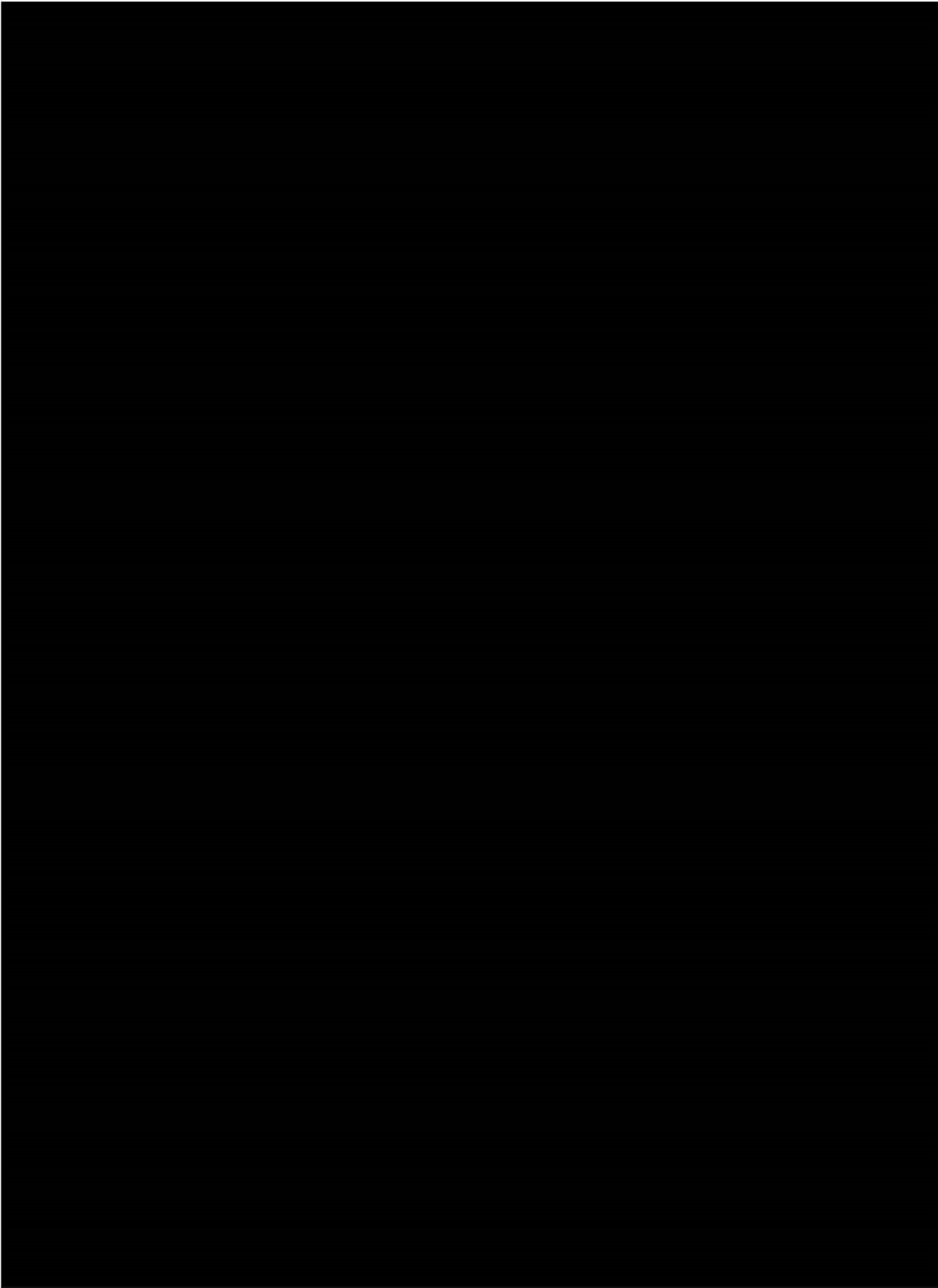


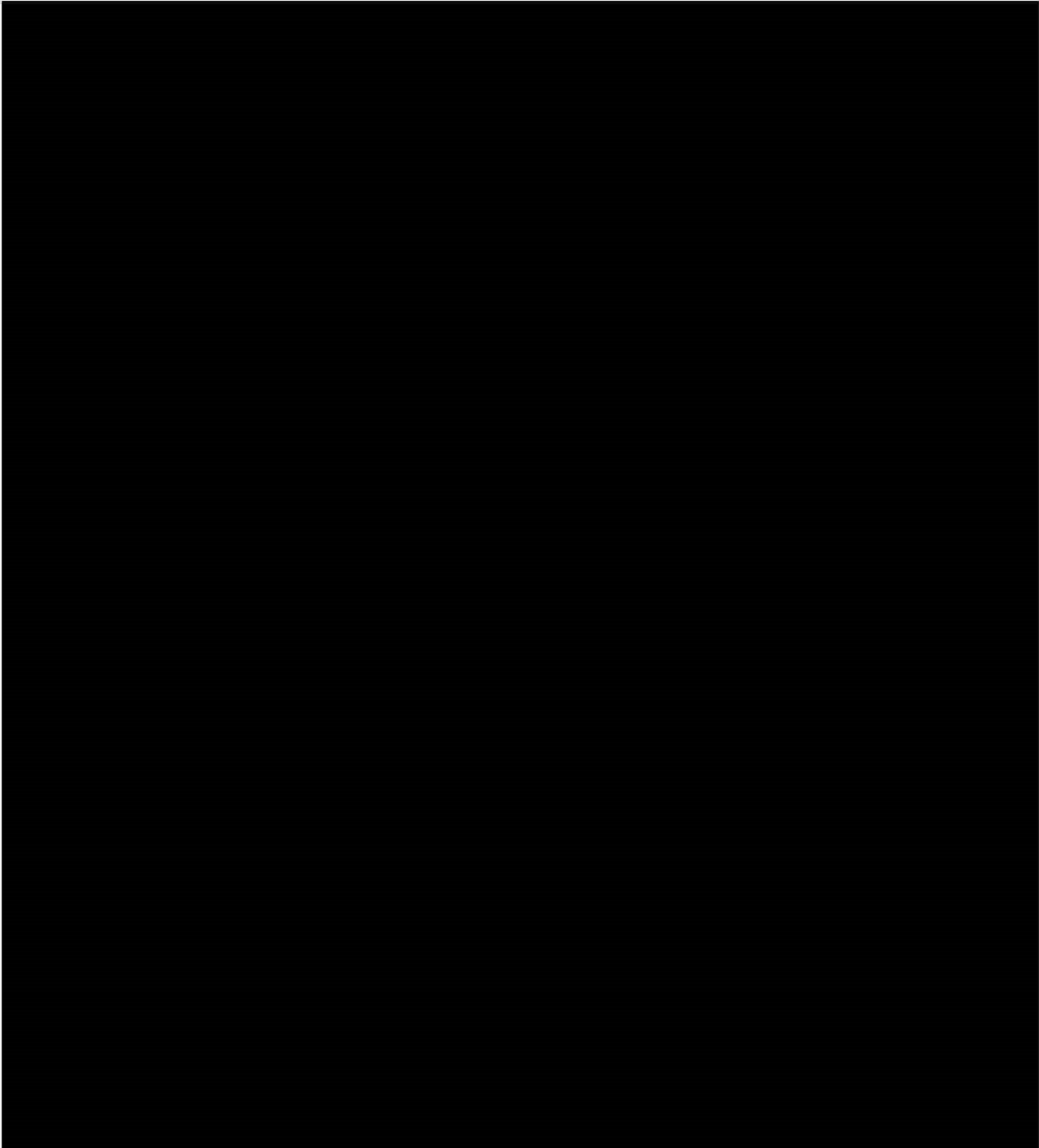


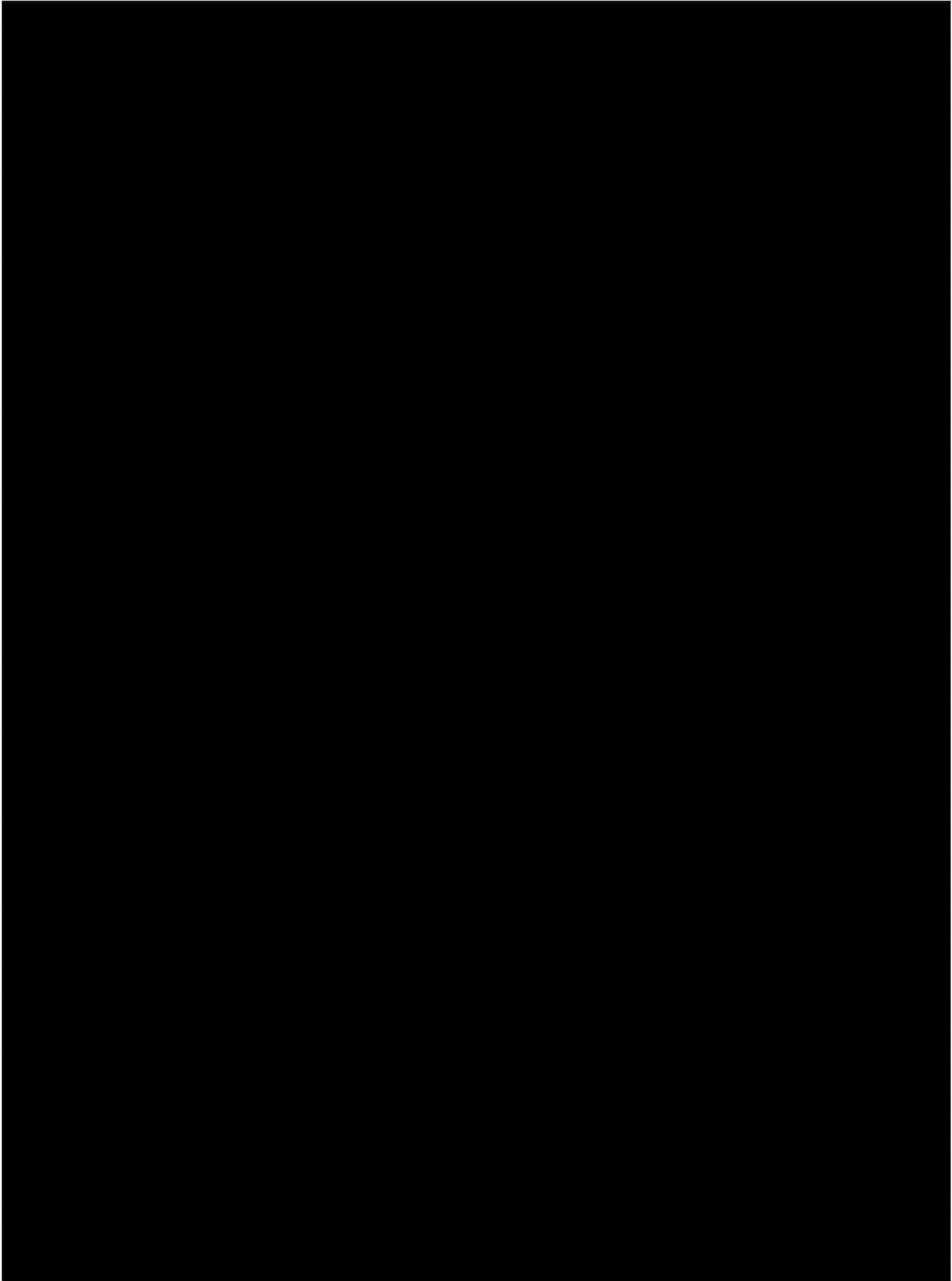


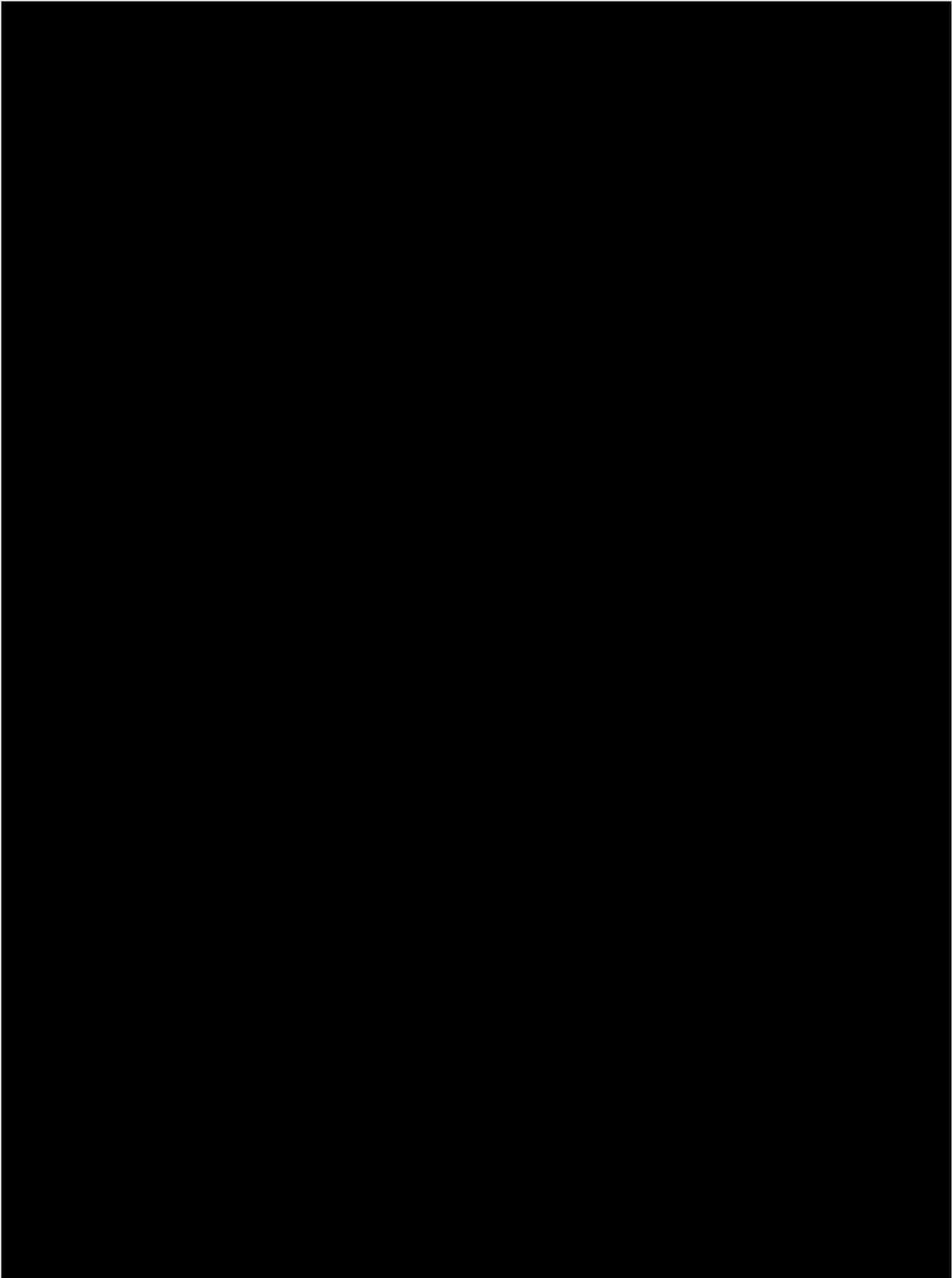


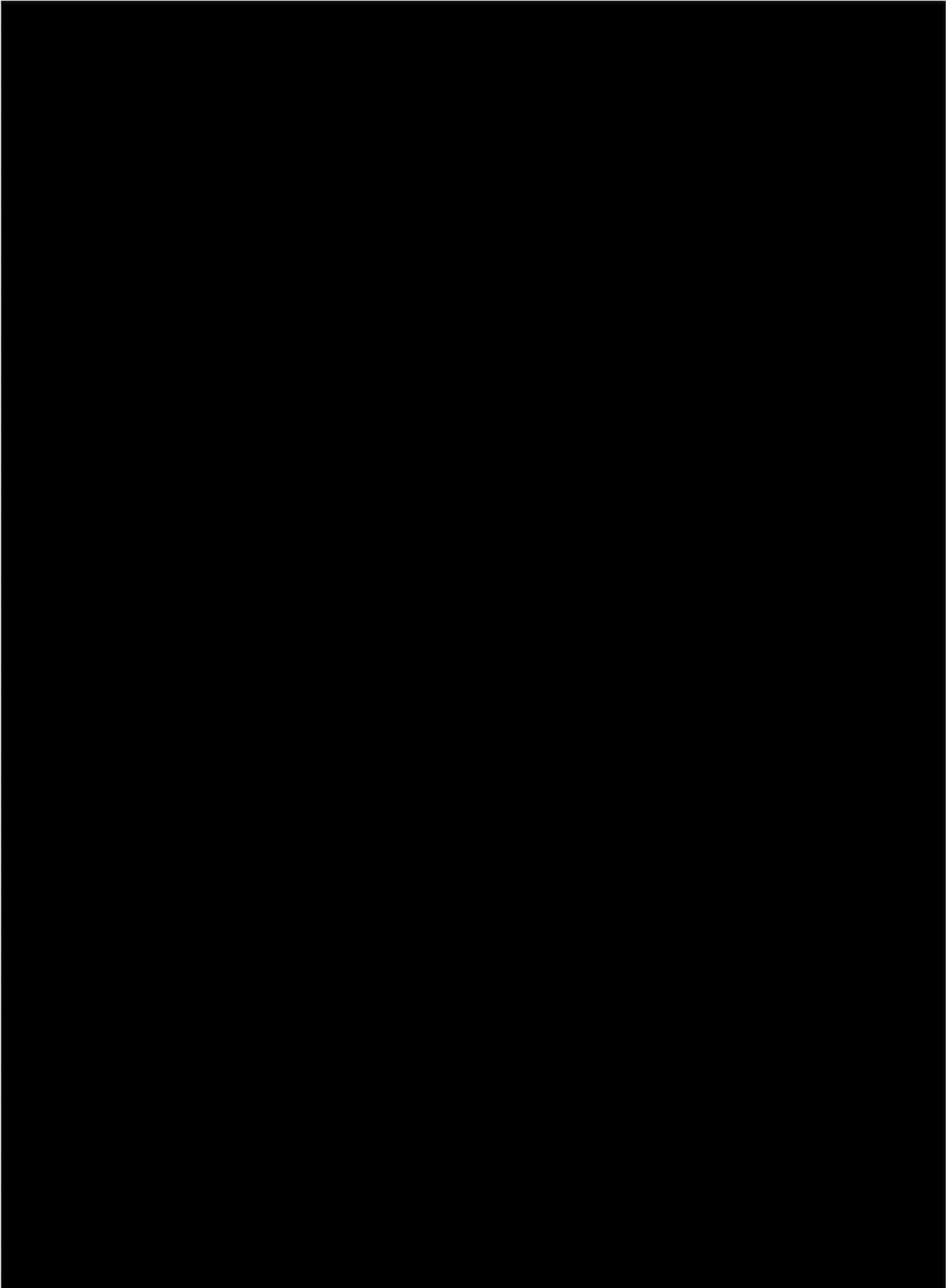




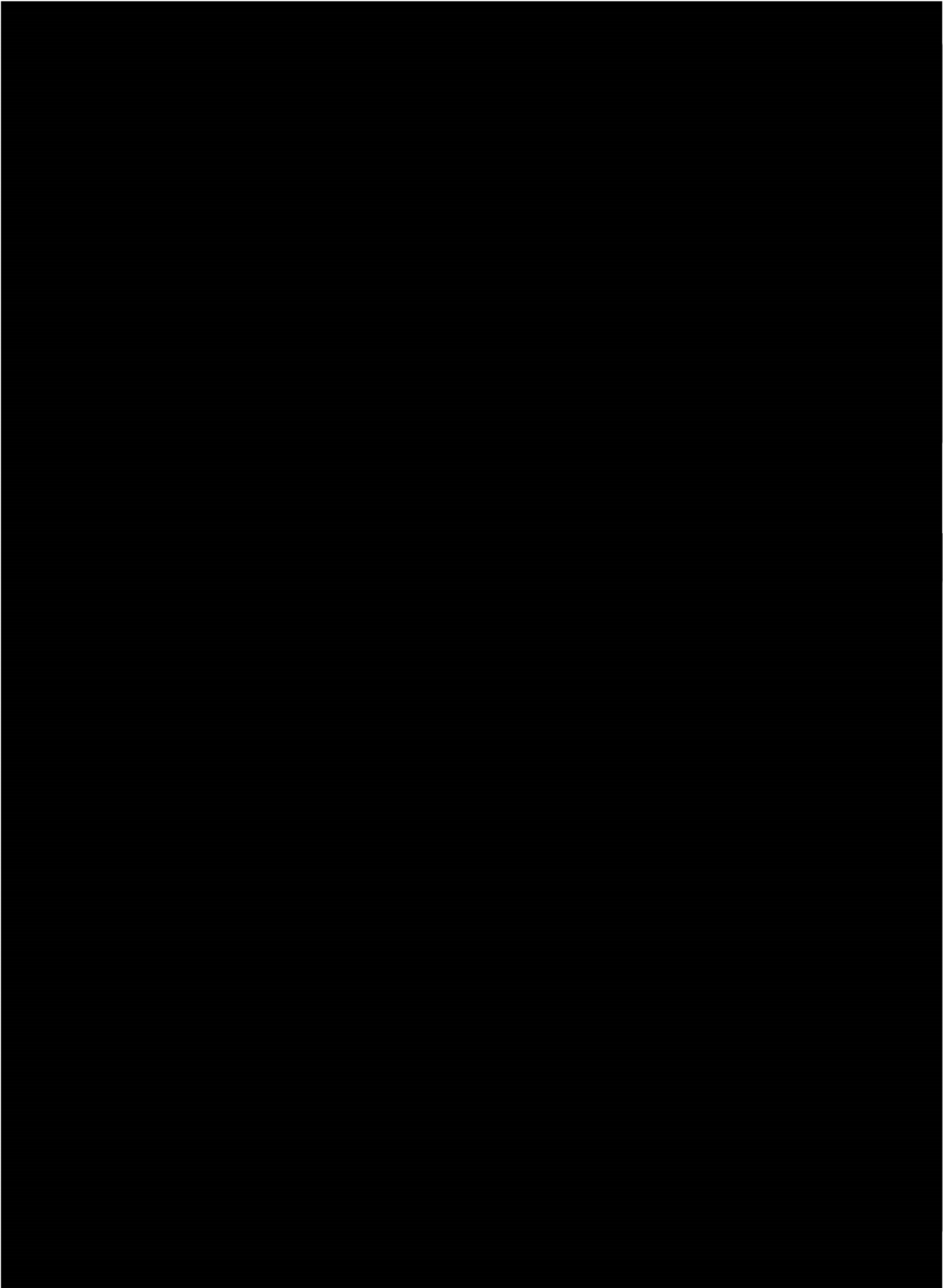


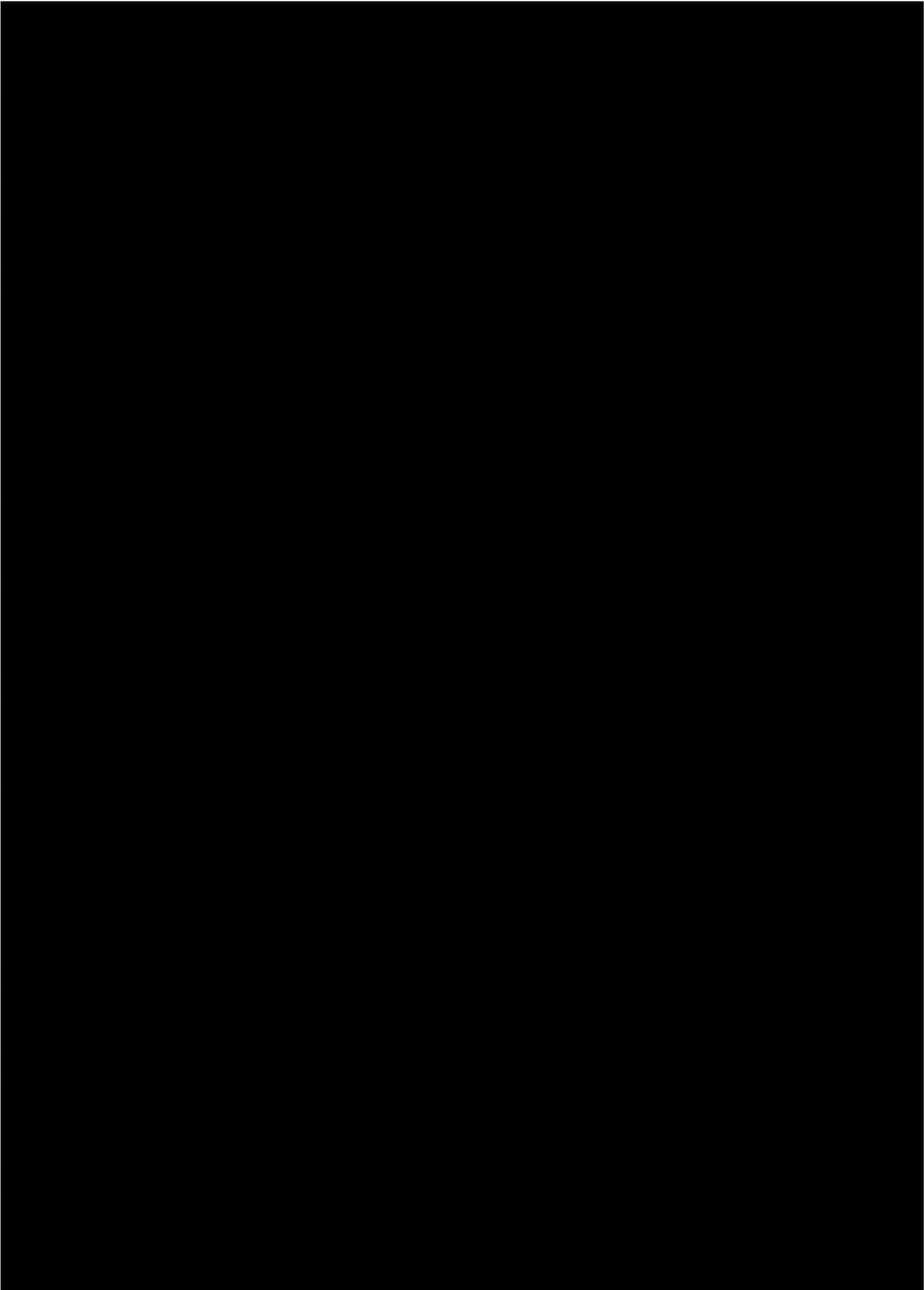


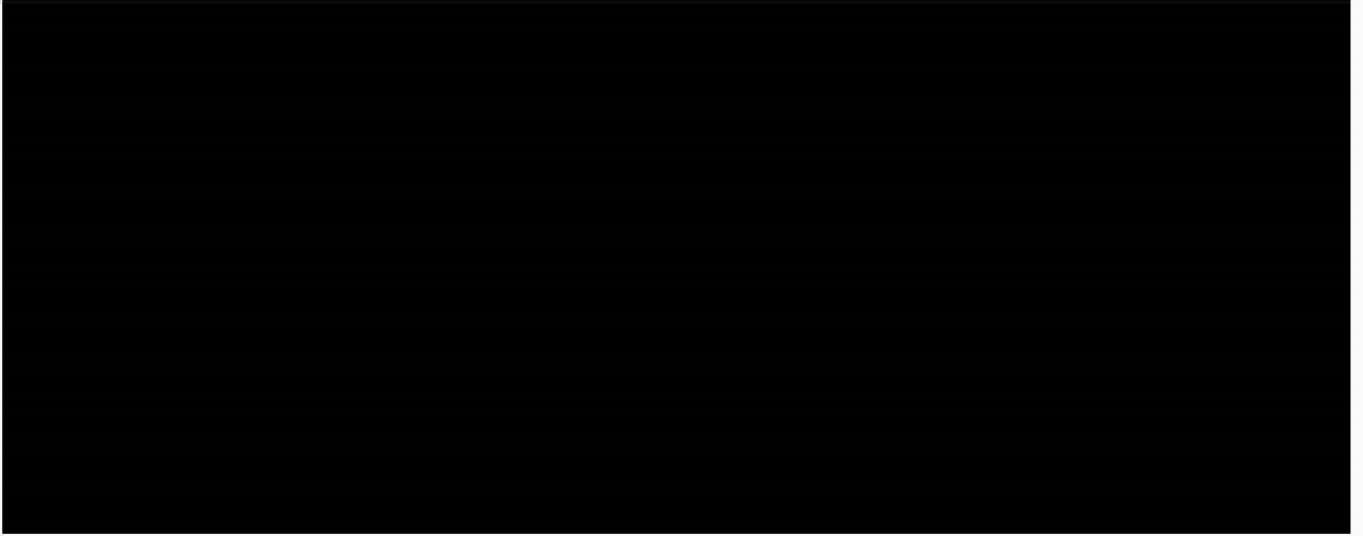














**Air Navigation Services**  
of the Czech Republic



**Co-financed by the European Union**  
Connecting Europe Facility

### Annex 2 of Contract No. 407/2019/IS/120 - Price breakdown

Item n.	Item name	Price per man-days	Number of man-days	price in EUR, excluding VAT	Note
1.					For detailed specification, see contract No. 407/2019/IS/120
2.					
3.					
4.					
5.					
6.					
7.					
8.					
	configuration				
9.	Total tender price, excluding VAT (sum of items 1. - 8.)			122 796,00 €	

## ANNEX 3

to Contract for Work No. 407/2019/IS/120

### RULES APPLICABLE TO THE CONTRACT RESULTING FROM CO-FINANCING BY THE EUROPEAN UNION

Having regard to the fact that the Client is the implementing partner according to Specific Grant Agreement No INEA/CEF/TRAN/M2015/1132963 under Framework Partnership Agreement No MOVE/E2-2014-717/SESAR FPA signed between the coordinator and the Innovation and Networks Executive Agency (INEA) (hereinafter referred to as the "Specific Agreement"), the Contractor hereby undertakes to provide necessary assistance to the Client for due fulfillment of Client's obligations against INEA, which arise from the Specific Agreement, to the extent relevantly corresponding to the work performed under the Contract.

The Contractor hereby declares that he is familiar with all below mentioned requirements and that he shall provide assistance necessary for their fulfillment. In case the Contractor performs the Contract through a third party, the Contractor shall ensure relevant assistance, to the same extent, to be provided by such a third party. The Contractor also declares that if damage is caused to the Client as a result of the Contractor's non-performance of required assistance, the Contractor shall indemnify the Client against such damage. The Contractor's obligations to provide assistance apply in particular to the following issues:

1. By signing Contract for Work No. 407/2019/IS/120 (hereinafter referred to as the "Contract") the Contractor has no rights vis – à – vis INEA under the Specific Agreement and under Framework Partnership Agreement No MOVE/E2-2014-717/SESAR FPA.
2. Performance of the Contract may be subject to checks, audits and evaluation by INEA, the European Commission, the European Anti-Fraud Office (OLAF) and the European Court of Auditors. The said institutions may perform the checks, audits and evaluation through a third party. The Contractor undertakes to provide all assistance which is necessary for performance of such checks, audits and evaluations, in particular to make available all documents related to the financial matters arising from the Contract. The Contractor shall, therefore, store all documentation related to the performance and fulfillment of this Contract for a period of 10 years starting from the day of handover and takeover of the System, including relevant accounting documents and records.
3. INEA shall, under no circumstances, be held liable for any damage caused or incurred by the Contractor as a result of performance of the Contract and/or during performance of the Contract including any damage caused to third parties.
4. The Contractor shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ("conflict of interests"). Any situation constituting or likely to lead to a conflict of interests during performance of the Contract shall be notified to the Client and the Client shall inform INEA in writing, without delay. The Client and the Contractor shall immediately take all the necessary steps to rectify this situation. INEA reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.
5. The Contractor shall preserve the confidentiality of any information and documents, in any form, which are disclosed in writing or orally in relation to the performance of the Contract and which are explicitly indicated in writing as confidential. The Contractor shall not use confidential information and documents for any reason other than fulfilling their obligations under the Contract. The Contractor undertakes to fulfill the obligations referred to in the first and second sentence of this paragraph for the period of 10 years starting from the day of handover and takeover of the System, except for the cases when:
  - a) the party concerned agrees to release the other party from the confidentiality obligations earlier;
  - b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the party bound by that obligation;
  - c) the disclosure of the confidential information is required by law.

**Lukáš  
Beránek**  
Digitálně  
podepsal Lukáš  
Beránek  
Datum:  
2020.07.22  
09:25:03 +02'00'