



**Air Navigation Services
of the Czech Republic**

CONTRACT FOR WORK

“Feasibility study on CVOR/DVOR installation at Ostrava airport”

Concluded in accordance with Section 2586 et. seq. of the Act No. 89/2012 Coll., Civil Code as amended between the following parties:

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

1. Parties

Air Navigation Services of the Czech Republic (ANS CR),

A state enterprise incorporated under the laws of the Czech Republic,
having its registered office at: Navigační 787, 252 61 Jeneč, Czech Republic,
Company Identification Number: 49710371

Represented by: [REDACTED]

the person authorized to act in technical matters: [REDACTED]

VAT Identification Number: CZ699004742

IBAN: CZ1203001712800000088153

SWIFT code: CEKOCZPP

Registered in the Commercial Register administered by the Municipal Court in Prague, under Ref. No.: Section A, Insert 10771,

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

and

TECHNISERV, spol. s r. o.

a company incorporated under the laws of Czech Republic
having its registered office at Baarova 231/36, 140 00 Praha 4
Company Identification Number: 44264020

Represented by: Mr. Jindřich Fornůsek

Bank account number: [REDACTED]

[REDACTED]

[REDACTED]

VAT Identification Number: CZ44264020

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

each individually referred to as a „**Party**“ or collectively as the „**Parties**“

2. Subject of the Contract

- 2.1. Upon the terms and subject to the conditions herein contained, the Contractor shall carry out a work for the Client consisting of make a feasibility study on CVOR/DVOR installation at Ostrava airport (hereinafter referred to as "**the work**").
- 2.2. The study must determine whether current CVOR system is capable of providing correct signal in space for new planned environment or transition to a DVOR system will be necessary. More detailed specification is stated in Annex 1 of this Contract.
- 2.3 The work has to be made and delivered by the Contractor to the Client in printed form and in pdf form on CD.
- 2.4 The Client hereby undertakes to pay the Contractor for the work a price agreed in article 3.1 of this Contract.

3. Price for the work

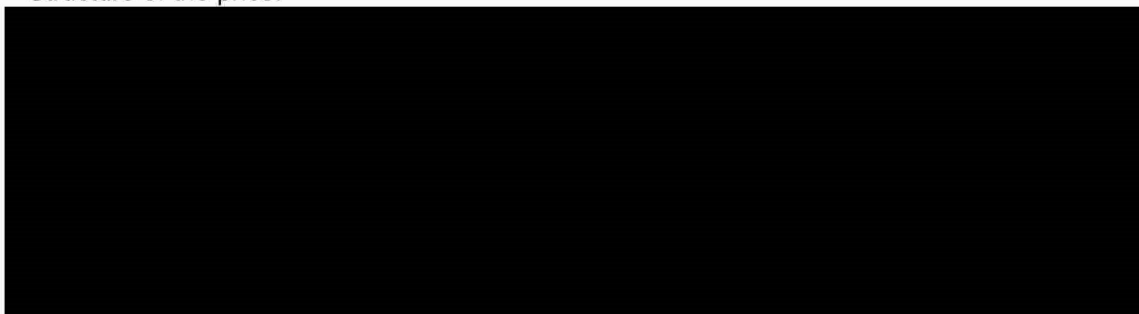
- 3.1. The price for the work duly carried out according to this Contract is set by agreement between the contracting parties in accordance with the Prices Act 526/1990 Coll. The price for the work according to this Contract includes all Contractor's costs incurred by performance of this Contract, e.g. costs of elaboration of documents, all costs relating to consultation, travel costs, etc. Any change of the total contractual price has to be performed by a written addendum concluded by both Parties.
- 3.2. The total price of the work specified under the Article 2 of this Contract is set by the contracting parties as the fixed price and shall be

34 960,- EUR

(in words: thirty-four thousand nine hundred sixtyEUR)

in total, excluding VAT

Structure of the price:



4. Payment Terms

- 4.1. The payment to the Contractor under this Contract shall be made in EUR free of any bank charges, in favour of the Contractor to its bank account which is specified in Article 1 of this Contract.
- 4.2. Payment of the contractual price shall be paid by the Client on the basis of an invoice issued by the Contractor after delivery of the work.
- 4.3. The invoice must be sent in written form on the address of the Client as stated in Article 1 of this Contract or via email from Contractor's email address [REDACTED] to Client's email address fakturace@ans.cz, otherwise it shall be returned to the Contractor. The invoice shall be payable within thirty (30) days after receipt by the Client. The invoice shall be accompanied by the corresponding handover certificate.

- 4.4. The Client may return an invoice if it contains inaccurate or incomplete information or if the price is incorrect. Such return must be made by the due date of the invoice. In such event, the Contractor shall issue a new invoice or correct the original invoice and fix a new due date.

5. Place of performance

- 5.1. The place where the work shall be made is Ostrava airport, Czech Republic.

6. Date of performance

- 6.1. The Contractor shall hand over duly carried out work under the Article 2. of this Contract no later than T0+5 months. T0 is a day when the Contract takes effect.
- 6.2. For purpose of this Contract month consists of 30 consequently going days.

7. Contractor 's obligations

- 7.1. The Contractor undertakes that the work shall meet all the requirements in line with specification required by the Client as it is stated in this Contract and in Annex 1 to this Contract. The Contractor shall carry out the work with a qualified professionalism and due diligence, acting fairly and impartially, and in a way that is deemed to be a common practice in conducting similar studies. In case of a contradiction of the work (study) with real situation found out by the Client subsequently, the Contractor is obliged to pay all the costs expended by the Client in connection with making the work.
- 7.2. The Contractor shall fulfill its obligation to carry out the work by completing it and handing it over to the Client within the period specified in the Article 6.1 of this Contract and at the place of performance according to the Article 5.1 of this Contract. A protocol on the due handing and taking over of the entire work (i.e. Protocol of a Delivery and Acceptance) shall be drawn up and signed by both contracting parties.
- 7.3. All information provided during the execution of the Contract for work shall be confidential according to the provisions of Section 504 and 1730 sub. 2 of the Act No. 89/2012 Coll, Civil Code as amended, and the Contractor may not disclose it to any other party; otherwise it shall be responsible for the damage. The final study shall not be made available to any other persons than the Client. The Contractor shall keep protected from any unauthorized use any information that has been gained on the activities of the Client, or the materials in the propriety of the Client unless a prior approval made in written form has been obtained from the Client.

8. Client 's obligations

- 8.1. The Client undertakes hereby to provide all the necessary coordination to the Contractor to the extent needed for the performance under this Contract, namely:
- a) Provision of information, documentation and other materials related to the relevant issues in question under this Contract
 - b) Arrangement for the time schedule and coordination
 - c) Arrangement for the rooms for the mutual meetings of the work teams

9. Contacts

- 9.1. Authorized deputies for the coordination of the project who shall be responsible for the coordination of the activities performed on their part and shall act as liaison persons for the other contracting party are:

On the part of the Client:

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■■■■ ■■■■■■ ■■■ ■■■ ■■■ ■■■
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On the part of Contractor:

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10. Ownership right and risk of damage

- 10.1. The ownership right to the tangible parts of the work (including particular versions, drafts, final reports, other documentation and information) carried out according to this contract for work shall pass from the Contractor to the Client as soon as the work is handed over on the basis of the signing of the conveyance protocol on the due handing over of the entire work (i.e. Protocol of a Delivery and Acceptance) by both contracting Parties. The risk of damage shall pass to the Client together with the ownership right.
- 10.2. In the event that some part of work is subject to protection according to Act 121/2000 Coll., on Copyright, Rights Relating to Copyright and the Amendment of Certain Acts (the Copyright Act), as amended both parties decided that the Contractor shall hereby provide the Client with an exclusive license with no territorial or temporal restrictions, i.e. the authorization to exercise the right to use the work for own other proposes.

11. Contractual penalties

- 11.1. In case of a breach of contractual obligations the contracting Parties shall arrange contractual penalty.
- 11.2. In case that Client creates all conditions in line with this Contract for the Contractor nevertheless the Contractor does not deliver the work in period stated in Article 6.1 of this Contract, the Client may claim from the Contractor a contractual penalty in the amount of 0,05 % of the total contractual price of the work per each day of the delay.
- 11.3. In case of a breach of Contractor 's obligations stated in Article 7 of this Contract, the Client may claim from the Contractor a contractual penalty in the amount of 500 EUR for each individual breach.
- 11.4. In case of a delay by the Client in paying a duly issued invoice - tax document, the Client shall pay the Contractor contractual penalty in the amount of 0.05% of the unpaid amount for per each day of the delay.
- 11.5. In case of a breach of the rules of entry of external entities according to the Article 13.6 of this Contract, the Contractor shall pay to the Client a contractual penalty in the amount of 500 EUR for each individual breach.
- 11.6. Contractual penalties are payable within thirty (30) days after a demand for payment made out by authorized party is delivered to obliged party.
- 11.7. Contractual penalties shall be paid regardless to any damage occurring to the other Party. Damages can be claimed independently. The right to claim damages remains unaffected.

12. Force Majeure

- 12.1. The Parties agreed that they are not liable for failing to meet all or some of the provisions hereunder, if such failure was caused by an event of force majeure. However, the Party affected by an event of force majeure shall perform its obligations hereunder as soon as the effects of an event of force majeure cease. All the terms hereunder shall be postponed for a period equal to the time when an event of force majeure lasted. The Party affected by an event of force majeure shall notify the other Party as soon as possible after any occurrence thereof.
- 12.2. Should force majeure consequences last provably for more than three months, any of the Parties hereto is entitled to withdraw from this Contract and any Parties' claims shall be settled in a way not to cause undue benefit to any Party hereto.
- 12.3. Termination of this Contract in accordance with the above will not affect the debts already payable between the Parties.

13. Other Provisions

- 13.1. 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 No. 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.
- 13.2. The Contractor acknowledges that the Client is bound to publish this Contract pursuant to Act No. 340/2015 Coll., on special conditions of effect of some contracts, publishing of those contracts and the register of contracts (the Contracts Register Act), as amended. The Contractor further acknowledges that the Client is bound to provide information according to Act No. 106/1999 Coll., on free access to information, as amended. When publishing this Contract in the register of contracts, in particular the following details shall be made illegible in its text: Contractor's bank details in Article 1 of this Contract, name of the person representing the Client in Article 1 of this Contract and in the section with signatures, contacts stated in Article 9 of this Contract, Contractor's e-mail address stated in Article 4.3 of this Contract, signatures on the Contract and trade secrets pursuant to Section 504 of the Civil Code as further specified in Article 13.3 of this Contract.
- 13.3. Trade secret, within the sense of § 504 of the Civil Code, means price calculation detailed in Article 3.2 of this Contract and for this reason this price calculation will neither be published nor provided according to Article 13.2 of this Contract.
- 13.4. The Contractor and Client 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
<https://www.ans.cz/categorysb?CatCode=A6>
- 13.5. No change, alteration, modification or addition to this Contract shall be valid unless made in writing and properly executed by the Parties hereto.

- 13.6. 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

<https://www.ans.cz/categorysb?CatCode=A8>

14. Contract Termination

- 14.1. Both Parties declare that in the event of non - performance of mutual obligations they will use all available means to achieve factual remedy.
- 14.2. In the event that remedy cannot be reached in an amicable way, either Party is entitled to terminate the Contract if the other Party materially breaches its obligations under the Contract. The termination must be made in writing including the reasons.
- 14.3. The Client may terminate the Contract in case of material breach of this Contract by the Contractor. The following actions shall be deemed to be a material breach of the Contract providing good reason for termination:
- a) a delay with the delivery of the work lasting more then 30 days
 - b) a breach of Contractor's obligations under Article 7 hereof
- 14.4. The Contractor is entitled to terminate this Contract in the event that the Client is in default with the payment of an invoice for more than 30 days.
- 14.5. Either Party shall be entitled to terminate this Contract if the other Party is bankrupt in accordance with its national law.
- 14.6. In the event of termination of this Contract by either Party, the force and effect of the Contract shall expire upon delivery of a written notice to the other Party.
- 14.7. In case of the Contract termination, any claims of both Parties shall be settled so as to avoid any undue enrichment for either Party.

15. Assignment

- 15.1. 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.
- 15.2. The Contractor shall be entitled to subcontract, under its responsibility, any part of this Contract.

16. Final Provisions

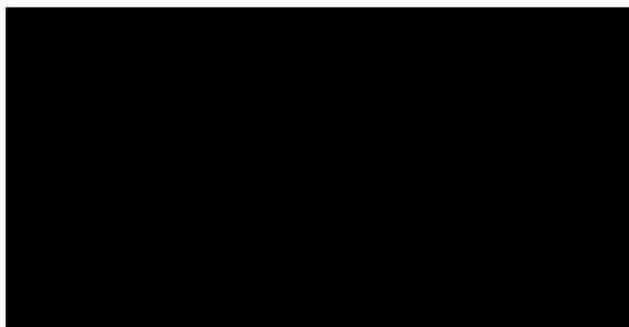
- 16.1. The contracting Parties agree that their contractual relationship shall be governed by Czech Law, namely by the provisions of the Act No. 89/2012 Coll. Civil Code as amended. Any dispute, controversy and/or claim arising out of or in connection with this Contract, which cannot be settled by the Parties in a friendly manner, shall be finally settled by the appropriate Court of the Client.
- 16.2. Any amendment and alteration of the Contract can only be made in writing, based on agreement of both Parties, and have to be signed by authorized representatives of both Parties hereto.

- 16.3. This Contract is drafted in English language in four counterparts, of which each contracting party shall receive two counterparts.
- 16.4. The Parties agree with the content of this Contract, and in witness of their free and serious will they have caused this Contract to be executed by their duly authorized representatives.
- 16.5. This Contract shall be valid upon signature by the both Parties and shall enter into force on the day when it is registered in the Register of Contracts according to Act. No. 340/2015 Coll., on the Register of Contracts, as amended.

The integral part of this Contract is:

Annex No.1 – Detailed specification of the work

Annex No. 2 – Situation overview



Air Navigation Services of the Czech Republic (ANS CR)



the Contractor
Jindřich Fornůsek
TECHNISERV, spol. s r. o.

Feasibility study on CVOR/DVOR installation at Ostrava airport

For the purpose of providing VOR signal at OSTRAVA Airport and ongoing buildings development in the vicinity of the Airport is requested a study determining whether current CVOR system is capable of providing correct signal in space for new planned environment or transition to a DVOR system will be necessary.

Current CVOR system is used for Approach and Enroute navigation.

Name	Frequency	Coordinates	Protection area/Altitude
VOR – OTA	117,45MHz	49 41 50.97N 018 06 32.67E	100NM/50 000ft.

We assume for all calculations to use same coordinates with antenna height of 252,54m above Baltic see.

Layout of current and planned buildings is provided in PDF files (other formats i.e. DWG upon request). Heights of planned buildings are provided in the PDF file. Heights of buildings are related to local terrain.

For current buildings where heights are not indicated within the PDF file shall be this provided by the contractor if necessary.

Contractor will identify significant buildings for the CVOR/DVOR signal propagation, and these buildings will be incorporated in the calculations. Buildings with negligible influence can be omitted.

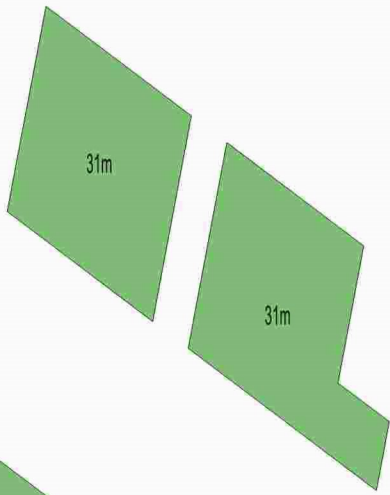
Assignment of requested study is an answer to a following questions:

1. Is CVOR capable of providing a signal in line with ICAO Annex 10 in proposed environment?
2. In case of unsatisfactory performance of CVOR. Is DVOR a solution to this situation?



objekt LO dieselagregát

GP 22

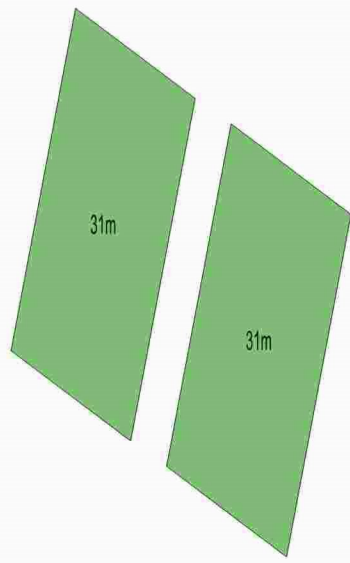


Lakovna

OCL 1 Job Air 283,86m.n.m., 34,62m



ELMONTEX



LR AIRLINES MONUMENTAL

LETS FLY

MT28

THT HTS 2

TS 25

objekt LO

objekt LO

objekt LO - plniči

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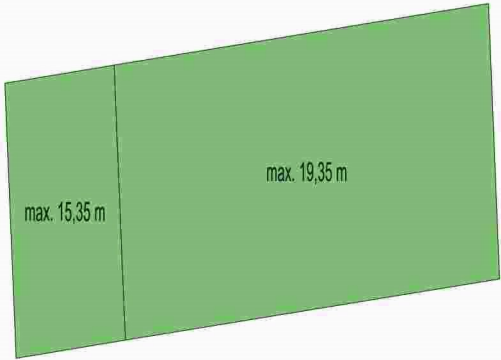
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SRA 1

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Objekt L1



Objekt LO

objekt LO 36

objekt LO

objekt LO 35

objekt LO 38

ové nádraží Mošnov

objekt LO 32

objekt LO 28

objekt LO 200