

## AGREEMENT ON THE TRANSFER OF CONTRACTS

This agreement ("Agreement") was concluded on the day, month and year stated below by and between:

- (1) The Extreme Light Infrastructure ERIC,  
with registered seat at: Za Radnicí 835, Dolní Břežany, 252 41,  
registration no.: 10974938  
represented by: Allen Weeks, Director General  
(hereinafter referred to as "ELI ERIC"); and
- (2) Fyzikální ústav AV ČR, v. v. i.,  
with its registered office at: Na Slovance 2, Praha 8, PSČ: 182 21,  
registration no.: 68378271,  
represented by: RNDr. Michael Prouza, Ph.D., director  
(hereinafter referred to as "FZÚ").

(ELI ERIC and FZÚ are hereinafter jointly referred to as "Parties" and individually as "Party")

### WHEREAS

- (A) ELI ERIC is a European Research Infrastructure Consortium incorporated under the provisions of the Council Regulation No 723/2009 of 25 June 2009.
- (B) FZÚ is a public research institution that is established under the Act no. 341/2005 Coll., on Public Research Institutions.
- (C) On October 18, 2022, Parties concluded a series of agreements, under which a research infrastructure, ELI-Beamlines, located at the address Za Radnicí 835, Dolní Břežany, post code: 252 41, Czech Republic (hereinafter referred to as "**ELI-Beamlines Facility**") is transferred from FZÚ to ELI ERIC.
- (D) As the transfer of the ELI-Beamlines Facility is effective on January 1, 2023, there is a period of time between October 18, 2022 and January 1, 2023, during which new rights and duties related to ELI-Beamlines Facility arise. There are also some rights and duties that have been originally omitted, however these also should be assigned as they belong due to their nature to ELI-Beamlines Facility.
- (E) It is the intention of the Parties that all above mentioned rights and duties are also assigned from FZÚ to ELI ERIC.

IT WAS AGREED AS FOLLOWS:

1. THE ASSIGNMENT OF ORDERS

1.1 FZÚ hereby assigns to ELI ERIC all contracts and agreements listed in Annex 1 (*List of Orders*) that due to their low financial value were concluded in the form of an order (accepted by a supplier) and ELI ERIC accepts them.

1.2 Parties are aware that in accordance with Section 1895 (1) of the Civil Code, the contractual parties to contracts and agreements listed in Annex 1 (*List of Orders*) must consent to the assignment. Both Parties shall endeavour to obtain such consents for each individual case.

1.3 If the contractual party does not give its consent to the assignment within the reasonable amount of time, then the particular contract or agreement shall not be assigned and Parties shall agree in each individual case how to proceed. In particular, the Parties shall consider whether such a contract or agreement shall be terminated or whether it shall be fulfilled by the contractual party. In the latter case, the FZÚ shall conclude a separate contract with ELI ERIC that will ensure that the results of the contract or agreement with the contractual party are transferred to ELI ERIC, if legally possible under the given circumstances of each case.

2. FINAL PROVISIONS

2.1 In the event that ELI ERIC ceases to function for any reason and subject to prior written consent by FZÚ, ELI ERIC undertakes to transfer all assets and liabilities, contracts and agreements, rights and obligations back to FZÚ or its legal successor, in extent, to which it was transferred under this Agreement and to the extent, to which it is objectively possible. In such a case, the Parties are obliged to cooperate to conclude the necessary contracts. This duty of ELI ERIC shall last for 15 years from the conclusion of this Agreement, unless other agreement stipulates otherwise.

2.2 This Agreement was concluded pursuant to section 1746(2) of the Civil Code. It shall be governed by the laws of the Czech Republic.

2.3 Neither Party is entitled to transfer its claims against the other Party that shall arise on the basis or in connection with this Agreement on third parties.

2.4 Neither Party is entitled to transfer its rights and duties under this Agreement or its part onto third parties.

2.5 All modifications and supplements of this Agreement must be in writing.

2.6 All its annexes are an integral part of this contract.

- 2.7 If any of provisions of this Agreement are invalid or ineffective, the Parties are bound to change this Agreement in such a way that the invalid or ineffective provision is replaced by a new provision that is valid and effective and to the maximum possible extent corresponds to the intent of the original invalid or ineffective provision.
- 2.8 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.
- 2.9 This Agreement shall be valid on the day, on which it was signed by both Parties. This Agreement shall become effective on January 1, 2023 or on the day, on which it was published in the Register of Contracts, whichever comes later.

IN WITNESS WHEREOF attach Parties their signatures:

ELI ERIC

FZÚ

29.12.2022

29.12.2022

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Florian Gliksohn

Name: RNDr. Michael Prouza, Ph.D.

Position: Executive Director

Position: Director

## Annex 1 List of Orders

Číslo objednávky	Organizace	Částka	Měna
<b>AOS INV- 913</b>			
22920228	RITTAL CZECH	18 880,00	CZK
<b>ERIC NEINV - 9104</b>			
22950060	SMC INDUSTRIAL AUTOM	27 204,10	CZK
22950047	HAMAMATSU PHOTONICS	338 382,70	CZK
22950020	Asphericon s.r.o., Milířská 449, 46312 Jeřmanice, IČ 04670361	422 802,00	CZK
22912568	ELVAC A.S.	8 820,00	CZK
22912563	HABERKORN ULMER	3 690,00	CZK
22912545	HABERKORN ULMER	10 359,00	CZK
22912493	OPTIXS, S.R.O.	202 445,58	CZK
22912452	NUVIA A. S.	4 900,00	CZK
22912410	EWAY SYSTEM S.R.O.	4 495,68	CZK
22912405	MUZYKER S.R.O.	2 726,08	CZK
22912344	KAESER KOMPRESSOREN s.r.o.	31 270,92	CZK
22912339	SONEPAR	45 511,00	CZK
22912338	ALUTEC KK, S.R.O.	36 224,00	CZK
22912256	Overeaf	4 116,84	CZK
22912229	MIT S.R.O.	255 623,40	CZK
22912219	ALEF NULA, A.S.	60 000,00	CZK
22912087	MIT S.R.O.	60 921,20	CZK
22911906	ATLAS CORPO SERVICES	131 971,40	CZK
22911837	Levendigdsgn	2 558,13	CZK
22911813	IAP e. V., Rudower Chaussee 29/31, 12489 Berlin, Germany	240 051,00	CZK
22911747	ATOS IT SOLUTIONS AN	24 470,00	CZK
22910360	CONTROLTECH S.R.O.	25 649,32	CZK
<b>ERIC INV - 9104</b>			
22920209	ADVOKÁTNI KANCELAR V	51 900,00	CZK
22920202	JAKAR ELECTRONICS	39 190,00	CZK
22920060	TRUMPF SCIENTIFIC	438 543,70	CZK
<b>95XXX</b>			
22912500	YANAGIDA + ASSOCIATE	16 262,40	CZK
22912491	LANGUAGE FORUM S.R.O	8 000,00	CZK
22912205	Jiska, s.r.o.	32 000,00	CZK
22912147	JAN MRKVICA	168 890,00	CZK
22911700	NAKLADATELSTVI C. H.	5 629,00	CZK
22911203	HLB REVISORSGRUPPEN	23 294,32	CZK
22900025	MM-PRAHA s.r.o.	3 630,00	CZK
<b>ADONIS NEINV - 9402</b>			
22912522	THORLABS GMBH	25 373,92	CZK
22912512	KURT J.LESKER	508 167,57	CZK
22912511	WUHAN UNION OPTIC, INC Building 19, Bio Accelerator, No. 388 2nd Hi-Tech	35 239,89	CZK



	road, East Lake Hi-Tech Zone Wuhan, Hubei, China 430075		
22912426	Standa UAB	22 047,71	CZK
22912323	Standa UAB	86 538,63	CZK
22912322	Standa UAB	85 588,64	CZK
22912321	Standa UAB	85 588,64	CZK
22912228	ALLECTRA GMBH	351 376,88	CZK
22912138	STANDA-VILNIUS	31 507,08	CZK
22911846	Home Science Tools 665 Carbon St, Billings, MT 59102 service@homesciencetools.com 406-256- 0990	39 119,94	CZK
22911843	RADECS 2022 Conference	44 074,82	CZK
22911059	KURT J.LESKER	18 924,89	CZK
22910790	STREICHER, SPOL. S R	168 409,96	CZK
<b>ADONIS INV - 9402</b>			
22920212	ADVOKATNI KANCELAR V	62 799,00	CZK
22920154	FEI CZECH REPUBLIC	296 323,00	CZK
22920152	PFEIFFER VACUUM	26 965,61	CZK
22920131	BURISCH EELEKTRONIK	54 355,75	CZK
22920094	SCHNEEBERGER GMBH	179 707,00	CZK
22920080	CRYTUR	434 874,00	CZK
22920054	LASEROPTIK GMBH	1 140 498,51	CZK
<b>OST: PŘÍJMY 96</b>			
22912554	Commander Services s.r.o.	13 485,45	CZK
<b>ELIBIO</b>			
22912577	SCHENKER SPOL.S.R.O.	42 974,36	CZK