

AMENDMENT No. 1

(hereinafter the "**Amendment**")

to the Framework Contract for Services [No.: 013/19] concluded on 8. 3. 2019 (hereinafter the "**Contract**") between the following

1. Parties

1.1. Client:

Ústav jaderné fyziky AV ČR, v. v. i. (hereinafter "**Nuclear Physics Institute**")

(Nuclear Physics Institute of the Czech Academy of Sciences, public research institution)

registered office: Husinec - Řež 130, 250 68, Czech Republic

represented by: Ing. Ondřej Svoboda, Ph. D., Director

registered in the Register of Public Research Institutions administered by the Ministry of Education, Youth and Sports of the Czech Republic (hereinafter the "**MEYS**")

ID No.: 61389005

Tax ID: CZ61389005

and

Archeologický ústav AV ČR, Praha, v. v. i. (hereinafter "**Institute of Archaeology**")

(Institute of Archaeology of the Czech Academy of Sciences, Prague, public research institution)

registered office: Letenská 4, 118 01, Praha 1, Czech Republic

represented by: Mgr. Jan Mařík, Ph. D., Director

registered in the Register of Public Research Institutions administered by MEYS

ID No.: 67985912

Tax ID: CZ67985912

(Nuclear Physics Institute and Institute of Archaeology hereinafter jointly the "**Client**")

and

1.2. Contractor:

ISOTOPTECH Zrt. (ISOTOPTECH Nukleáris és Technológiai Szolgáltató Zártkörűen Működő Részvénytársaság) / ISOTOPTECH Nuclear and Technological Services Private Limited Company

registered office: Door 9, Floor 2, No. 53 Piac utca, Debrecen, H-4025

represented by Mihály György Veres

registered in the Hungarian Company Registry

ID No.: 09-10-000303

Tax ID: HU17781138

(hereinafter the "**Contractor**")

(the Client and the Contractor also referred to as the "**Parties**").

2. INITIAL PROVISIONS

- 2.1. Terms and definitions with capital letters used in this Amendment shall have the same meaning as in the Contract, unless specified otherwise herein.
- 2.2. As of March 8th, 2019 the Client concluded the aforementioned Contract with the Contractor who had been selected as the winning bidder in a procurement procedure named "AMS measurement of ¹⁴C graphites", in accordance with the Act No. 134/2016 Coll., the Public Procurement Act, as amended (hereinafter the "**PPA**").
- 2.3. Since the total scope of the Contract based on the estimated value of the Public Contract was set at CZK 2.611.570,- excl. VAT, the Client could have requested Services for up to 1450 measurements at a unit price of CZK 1800 excluding VAT for measurement of 1 sample. Nevertheless, in Article 3.5 of the Contract, the Client reserved the right to request Services beyond the anticipated scope, and the Contractor was obliged to provide such requested Services to the Client; however, such requests (i.e., additional orders) were conditional upon a timely request to the Contractor and compliance with the PPA. Furthermore, Article 14.5 of the Contract provides for that changes to the Contract may only be made by way of an amendment meeting the requirements set out therein. In order to comply with all of the aforementioned including PPA and in respect of the objectively justified, necessary and unforeseeable need to additionally increase the initially anticipated scope of Services, the Parties hereby conclude this Amendment.
- 2.4. The purpose of this Amendment is to confirm mutual understanding of the Parties on the following, necessary and justified, extension of the total scope of Services - consisting of accelerator mass spectrometry (AMS) measurement of ¹⁴C in graphites - under the Contract compared to the anticipated scope of Services (i.e., number of samples) and their estimated value given in the Tender documentation and invitation to submit application to participate.

- 2.5. The above-mentioned increase in the scope of Services results from the Client's need to meet its scientific and publication objectives set out in the feasibility study of the RAMSES project, which requires to obtain a sufficient number of measured samples. Initially, the anticipated scope of samples was supposed to be measured at the Contractor in the early years of the project and additional measurements were expected to be carried out at the Client's own AMS system once it is operational. Due to unpredictable events of *vis maior* (including Pandemic of Covid-19, breakdown of high voltage supply and its persistent instability, etc.), which the Client, even with due diligence, could not have foreseen in the procurement process, the Client's system installation was delayed and its operability restricted. Therefore, the Client had to send samples for external measurement in a larger number than originally planned, resulting in an additional increase in measurement Services at the Contractor. A change of supplier in the course of the measurements initiated or in progress was not feasible, since it would lead to an interruption changing the measurement parameters and to a significant increase in costs. In order to avoid these issues but maintain the necessary interoperability of the specialized measurements made and those in progress, also the measurements provided within the additional Services had to be carried out at the Contractor. The additional Services are of the same kind as the Services under the Contract.
- 2.6. Taking into account that (i) the additional Services provided by the Contractor to the Client according hereto are necessary to achieve the original purpose of the Contract, (ii) the change in the person of the Contractor are unfeasible for economic and technical reasons since it would cause significant inconvenience in terms of results incompatibility and increase in costs and (iii) the value of the additional Services does not exceed 25 % of the original value of the Contract, this Amendment is in compliance with Section 222 (5) PPA and do not constitute a substantial change within the meaning of Section 222 (3) PPA.

3. CHANGE TO THE CONTRACT AND SETTLEMENT OF ADDITIONAL ORDERS

- 3.1. With respect to the above, the Parties agree hereby on the below changes:
- 3.1.1. The total scope of Services as well as the value of the Contract, in the meaning of the last sentence of paragraph "Anticipated scope of Services" given in Annex No. 1 - Technical Specification, shall be herewith increased by 25 % compared to the initially anticipated scope of Services and estimated value of the Public Contract given in the Tender documentation and invitation to submit application to participate.
- 3.2. For avoidance of any doubts with regard to the facts stated in Article 2.3 hereof, the Parties hereby settle and adjust their rights and obligations from orders of Services and additionally requested Services under the Contract as follows:
- 3.2.1. If Services pursuant to the Contract were ordered beyond the originally anticipated scope of the Contract prior to the conclusion of this Amendment and the Services do not exceed the scope increased by this Amendment, the Parties hereby agree that all such Services shall be deemed ordered duly and timely as well as within the agreed scope of the Contract from the date of order issue, as if the scope had been already extended at the time of order issuance.

3.2.2. Similarly, the Services provided by the Contractor to the Client according to those orders shall be deemed to have been provided within the framework of the Contract.

4. CONCLUDING PROVISIONS

- 4.1. To the extent not otherwise expressly regulated herein, the Contract remains unchanged.
- 4.2. This Amendment becomes valid on the day of its signature by the Parties and effective upon its publication in the Register of Contracts, which is to be made by Nuclear Physics Institute.
- 4.3. This Amendment is executed in three (3) counterparts each of which is deemed original. Nuclear Physics Institute, Institute of Archaeology and the Contractor shall each receive one (1) counterpart.

In witness of the agreement with this entire Amendment, the Parties attach their signatures:

The Client:

The Contractor:

In Řež, on 7. 3. 2023

In Debrecen, on 7. 3. 2023

Name: Ing. Ondřej Svoboda, Ph.D.

Position: Director

On behalf of: Nuclear Physics Institute

Name: Mihály György Veres

Position: C.E.O.

On behalf of: ISOTOPTECH Zrt.

In Prague, on 7. 3. 2023

Name: Mgr. Jan Mařík, Ph. D.

Position: Director

On behalf of: Institute of Archaeology