

**AMENDMENT NO 1 TO  
STRATEGIC PARTNERSHIP PROGRAM AGREEMENT WITH NON-FEDERAL SPONSORS  
SPP Agreement L-22545**

**I. Purpose**

The purpose of this modification is to assign the above-referenced Agreement from the original sponsor of the project, the Institute of Physics of the Czech Academy of Sciences, a public research institution, registered office Na Slovance 2, 182 21 Prague 8, Czech Republic, registration No. 68378271 (hereinafter “Original Sponsor”) to the new sponsor of the project, The Extreme Light Infrastructure ERIC (“ELI-ERIC”), registration No. 109 74 938, registered office Za Radnicí 835, 252 41 Dolní Břežany, Czech Republic.

**II. Background**

On or about November 29, 2021, a Strategic Partnerships Program Agreement (“Agreement”) was entered into between Lawrence Livermore National Security, LLC (which may be referred to as either “LLNS” or as the “Contractor”), and the Original Sponsor, which at that time owned and operated the ELI-Beamlines international laser research facility.

Attachment A, Art. XIII anticipates the assignment of this Agreement from the Original Sponsor to ELI-ERIC, but requires pre-approval by both LLNS and the U.S. Government.

**III. Assignment**

A. Except as otherwise provided below in Section III.F, as of January 1, 2023 the Original Sponsor has transferred/assigned ownership of and/or operational responsibility for ELI Beamlines to ELI-ERIC. This transfer was effectuated through a set of contracts, signed on October 18th of 2022, to transfer (donate) the ELI-Beamlines facility from the Institute of Physics of the Czech Academy of Sciences to ELI-ERIC. The transfer comprises all assets (land, buildings, technology, etc.), all employees, and almost all existing sources of funding, and also includes assignment of all contractual relations. ELI-ERIC will thus become the sole owner and operator of the ELI-Beamlines facility. The transfer follows the long term intention to operate the ELI-Beamlines facility at the European level, which will allow access to multinational resources and operational funding.

B. Original Sponsor hereby confirms the transfer/assignment of this Agreement to ELI-ERIC, and waives any known or unknown claims and rights it has or may have against LLNS or the U.S. Government.

C. Except as otherwise provided below in Section III.F, ELI-ERIC hereby agrees to be legally bound by and to perform its obligations hereunder in accordance with the conditions contained in the Agreement, including, but not limited to, the obligation to make all further payments to LLNS. As

described in Section III.F, Original Sponsor agrees to remain legally bound by and to perform its obligations hereunder in accordance with the conditions contained in the Agreement, including, but not limited to, the obligation to make all further payments to LLNS.

D. Except as otherwise provided below in Section III.F, LLNS hereby recognizes ELI-ERIC as the Original Sponsor's successor in interest in and to the Agreement. The Original Sponsor is not assigning/transferring its interests in this Agreement as provided below in Section III.F. Following the effective date of this modification, the term "Sponsor" as used in the Agreement, shall refer collectively to the Original Sponsor and ELI-ERIC.

E. As provided below in Section IV, ELI-ERIC recognizes all payments and reimbursements previously made by the Original Sponsor to LLNS and agrees to discharge LLNS and the U.S. Government from such obligations under the Agreement.

F. Notwithstanding the above, Original Sponsor and ELI-ERIC intend that Original Sponsor shall remain the sole sponsor of the already activated Work Package 2 "Production and Testing of a Gas-Cooled faraday Rotator." Original Sponsor retains the position of the contractual party to the Agreement as it relates to Work Package 2. The Original Sponsor shall exercise all rights and obligations from the Agreement relating to Work Package 2 including overtaking the Faraday rotator in the ELI Beamlines facility, accepting the relating technical report and payment of all costs unpaid before conclusion of this Amendment. Should the Original Sponsor fail to perform any of its contractual obligations relating to Work Package 2 (including payment of any costs) the Contractor has the right to demand performance from ELI-ERIC, and ELI-ERIC hereby agrees to perform on behalf of the Original Sponsor for Work Package 2.

#### **IV. Financial Snapshot**

As of the effective date of this modification, total estimated costs, including this modification, total: \$18,740,000, total funding received is: \$3,788,100, and the total contractor actual costs incurred for this project is: \$3,110,653.36. Total funding needed to fully fund the ceiling is: \$14,951,900.

#### **V. Miscellaneous**

All other terms of this Agreement remain unchanged. Sponsors agree to release and discharge Contractor from any and all liability which may arise or otherwise relate to the changes made hereto and acknowledges satisfactory Contractor performance through the effective date of this modification. This Modification becomes effective as of the date of last signature of the three (3) parties involved in this Modification, as otherwise provided on the Signature Page.

SIGNATURE PAGE FOLLOWS

The Parties have duly executed this Agreement as of the day and year provided below. Each Party represents that the person executing on its behalf has all necessary and appropriate authority to bind that Party to this Agreement.

For: Lawrence Livermore National Security, LLC	For: Institute of Physics of the Czech Academy of Sciences, a public research institution
By:	By:
Name: Kelly Trudeau	Name: RNDr. Michael Prouza, PhD.
Title: Sr. Business Analyst	Title: Director
Date:	Date: Stated in digital signature

For: The Extreme Light Infrastructure ERIC
By:
Name: Florian Gliksohn
Title: ELI ERIC Executive Director, acting with power of attorney
Date: Stated in digital signature