

Amendment No. 1

to

Agreement on the cooperation regarding the acquisition, preparation and management of projects for Horizon Europe programme of the European Union (hereinafter EU project), technology scouting and other services **No. S23/030H**

concluded on 30th of March 2023 (hereinafter the “**Amendment**” and the “**Contract**”)

between

FYZIKÁLNÍ ÚSTAV AV ČR, v. v. i.
Na Slovance 1999/2 182 00 PRAHA 8
Česká republika
(hereinafter “**FZU HiLASE**”)

and

AMIRES Sàrl (hereinafter “**AMIRES**”)
Rue de la Serre 4, CH-2000 Neuchâtel
Switzerland
Registered in Neuchâtel as N° fed.: CH-645-4103800-6.

Hereinafter collectively the “**Parties**” and individually “**Party**”.

1. MODIFICATION OF THE CONTRACT

1.1 Art. 4 of the Contract is hereby cancelled and replaced with the following wording:

4. FEES AND PAYMENT TERMS

The fee for Horizon Europe consultancy services are calculated as a fixed fee of €10.000/year paid quarterly and the success fee defined as follows:

i) €5.000 as success fee for ensuring the participation of FZU HiLASE in the Horizon Europe consortium (1-2 project proposals), paid after confirmation of the participation of FZU HiLASE in the 2nd consortium preparing the project proposal.

and

ii) €5.000 as success fee for ensuring the participation of FZU HiLASE in the Horizon Europe consortium (3-4 project proposal), paid after confirmation of the participation of FZU HiLASE in the 4th consortium preparing the project proposal.

All fees are VAT excluded. VAT shall be set and paid in accordance with respective legislation. The fixed fees are payable after the contract signature and after each 3 months of work completed. The success fees are payable in one month after the indicated confirmations. All fees shall be paid on the basis of a tax document - invoice. FZU HiLASE shall realize payments on the basis of duly issued invoice within thirty (30) calendar days from their receipt. If AMIRES stipulates any shorter due period of the invoiced amount in the invoice, such different due period shall not be deemed

relevant and the due period stipulated herein prevails. The invoice issued by AMIRES as a tax document must contain all information required by the applicable laws of the Czech Republic.

2. FINAL PROVISIONS

- 2.1 All provisions of the Contract unaltered by this Amendment remain valid.
- 2.2 The Parties, manifesting their consent with its entire contents, affirm the Amendment with their signature.
- 2.3 The Parties agree to publish the full text of this Amendment, in the Register of Contracts pursuant to Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts, as amended (Act on the Register of Contracts).
- 2.4 This Amendment shall become valid on the date of the signature of both Parties. This Amendment shall become effective on the date of its publication at Register of Contracts.
- 2.5 This Amendment is executed in one (1) counterpart in electronic form.

AMIRES Sàrl
Rudolf Fryček, Ph.D.
In Neuchatel

FZU HiLASE
RNDr. Michael Prouza, Ph.D.
In Prague

