



## Air Navigation Services of the Czech Republic

### Request for Change No. 3

(hereinafter referred to as the “Request for Change”)

related to the “**TopSky – Framework Agreement on System Modifications, ANS CR  
Contract Number: 069/2022/IS/033**”

(hereinafter referred to as the “Contract”)

concluded pursuant to Section 1746 paragraph 2 of the Act. No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “Civil Code”)

#### 1. Parties

##### **Air Navigation Services of the Czech Republic (ANS CR)**

A state enterprise incorporated under the laws of the Czech Republic

Represented by: Petr Fajtl, Executive Director of Operations Unit

having its registered office at: Navigační 787, 252 61 Jeneč, Czech Republic

Company Identification Number: 497 10 371

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” or “ANS CR”)

and

**Thales LAS France SAS** a company incorporated under the laws of France

having its registered office at 2, Avenue Gay Lussac, 78990 Elancourt, FRANCE

Represented by: DIETZI-NEYME Florence

Registered in the Companies' Register in Versailles (FRANCE)

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VAT Identification Number: FR 15319159877

Company Identification Number:319 159 877

(hereinafter referred to as the “Contractor” or “Thales”)

(the Client and the Contractor hereinafter jointly referred to as the “Parties”)

## 2. Preamble and Specification of the Request for Change

2.1 The Parties have entered into the Contract as of 28. 12. 2022 and they conclude the Request for Change with the specification as stated below:

<b>NEOPTERYX</b>		
<b>CR</b>	<b>REQUEST FOR CHANGE</b>	<b>B3 CR #3</b> CR : Rev 001
<b>TYPE :</b>		<b>DATE RAISED :</b> Dec.2023
		<b>ANSWER TARGET DATE :</b> 05.02.2024
<b>AUTHOR :</b>		<b>DATE CR COMPLETED :</b>
<b>REFERENCED DOCUMENTS OR ACTIONS:</b>		

**DESCRIPTION OF CHANGE:**

**Date: 29.01.2024**

**Subject of the Request for Change**

Reference of ECR Technical Descriptions as per template

**ANSWER:**

**Date:**

Work: the technical description of the ECRs are listed below in annex of the Request for Change

<u>JCCB Acceptance Date</u>	<u>EAT Date</u>
T0+6 months	T0+12 months
T0+12 months	T0+18 months
T0+2 months	T0+10 months (*)
T0+6 months	T0+12 months
T0+12 months	T0+18 months

T0 shall be the date of this Request for change entry into force as stated in Article 3.4 of this Request for Change.

**Deliverables (SW, documentation, ...):**

Documentation as described in the framework agreement is delivered at SAR. For each ECR Acceptance Test, the ECR Acceptance Test Plan and ECR Acceptance Test Book is delivered 2 weeks before the on-site test. Only the modified documents of the System Documentation are delivered.

**Client cooperation /obligations**

The Client cooperation / obligations are the one described in the contract 069/2022/IS/033

**Schedule:**

**ECR Specification Approval (JCCB) Dates:**

as described in the List of ECRs table

**ECR Acceptance Test Schedule:**

as described in the List of ECRs table

**SAR:**

as described in Article 5.6 of the Contract.

**ECR Acceptance Test Criteria:**

At the end of the ECR Acceptance Test, the acceptance is passed if following conditions are met:

- The percentage of tests steps OK run during EAT is above 90 %
- The number of PCRs severity 1 raised during EAT is equal to 0
- The number of PCRs severity 2 is reasonable and the effect on the total operational system functionality and capacity is acceptable
- The associated plan for PCRs correction is agreed between Thales and ANS CR.
- The definition of PCR severity is described in the Framework Agreement Annex 4.

**ECR Acceptance Test Duration:**

The total duration of all ECR acceptance tests is 3 days (1 day of acceptance means 1 day of testing of 1 team on 1 platform).

**Price and payment terms:**

In accordance with Clause 6.1 adjusted in accordance with Clause 6.2 of the Contract; ANS CR will pay the price of:

- 578 Factory Man days

- 6 On Site Man days

<b>Total</b>		<b>Total (€)</b> <b>1.416.518</b>

**RESOLUTION /CONCLUSION:**

**Date :**

### 3. Final provisions

3.1 All provisions of the Contract fully apply to the Request for Change.

#### 3.2 Publication

The Contractor acknowledges that the Client is bound to publish the Request for Change 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, and Act No. 134/2016 Coll, on Public Procurement, 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 the Request for Change in the register of contracts, in particular the following details shall be made illegible in its text: Contractor's bank details, subject of the Change Request specified in Article 2 of this Request for Change and in the Appendixes, signatures on the Request for Change, business secret pursuant to Section 504 of the Civil Code specified in the Article 3.3 of the Request for Change.

#### 3.3 Trade secret

Trade secret, within the sense of § 504 of the Civil Code, means price detailed in Article 2 of this Request for Change and for this reason the price will neither be published nor provided according to Article 3.2 of the Request for Change.

3.4 The Request for Change shall be valid upon signature by the Client and the Contractor 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.

3.5 The Request for Change has been signed electronically, only in one electronic copy.

3.6 The following Engineering Change Requests shall form an inseparable Appendix to this Request for Change:

NEO-19596 (EVO-90) - Communication data enhancement (IODE part only)

NEO-22799 (EVO-123) - Scheme 1 & Scheme 4 label enhancement

NEO-24283 - Scansim – separation of speed acceleration/deceleration

NEO-24552 - Small JHMI evolutions 2023

NEO-24553 - New Capacity Evolution - 2023 - Q3

NEO-24554 - "DCT" should be always inserted



.....  
the Client  
Petr Fajtl  
Executive Director of Operations Unit  
Air Navigation Services of the Czech Republic

