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	Contract for Services	

EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research, Development and Education

MINISTRY OF EDUCATION, YOUTH AND SPORTS

Contract for services

(the "**Contract**")

BETWEEN

Fyzikální ústav AV ČR, v. v. i.

Institute of Physics of the Czech Academy of Sciences, public research institution

Identification number: 68378271
Having its registered office at: Na Slovance 2, ZIP Code 182 21, Prague 8
Authorised representative: prof. Jan Řídký, DrSc., the Director

(hereinafter called the '**Client**')

as one contractual party hereof,

AND

Pegasus Design, Inc.

Reg. No / Tax No (if any): 94-3394732
Having its registered office at: 3115 Independence Drive, Livermore, CA 94551, USA
Authorised representative: Steve Calderon

Banking details:

Bank Name: Comerica Bank
Bank Account Number: 1894790110

(hereinafter called the '**Provider**')

as the other contractual party hereof.

The Client and the Supplier hereinafter collectively, the "**Parties**", or each of them as the "**Party**"

	Contract for Services	

SUBJECT OF SERVICES, RIGHTS AND DUTIES OF PARTIES:

1.1 Subject-matter of this Contract is provision of optomechanical design services for the purposes of construction of beam distribution system for the ELI Beamlines international laser research facility by the Provider to the Client. Design works that form subject-matter of this Contract are intended for any needs of the Client falling within beam distribution system implementation. The main tasks will be (1) to prepare a design and complete drawing package of the L3 mirror mount for laser L3 beam distribution system according to the specifications provided by the Client and (2) to provide design consulting and project coordination services in support of the L3 and L4 beam transport system.

1.2 The services will be carried out following previous written (email) instruction addressed by the Client to the Provider to start a specific service (hereinafter the "Order"). The parties shall agree on services provision deadline for any particular Order.

1.3 Any and all electronic files, sketches, notes or other tangible or intangible outputs of services provided, complete or incomplete, shall become the property of the Client. The Provider hereby expressly confirms that the Client is entitled to use such outputs for the purposes of implementation of the "ELI: EXTREME LIGHT INFRUSTRUCTURE" project, id. e. for the purposes of building an international research laser facility ELI Beamlines anyhow it reasonably needs (including submission of such outputs to third parties – e.g. manufacturers, consultants, audits etc. – where necessary). In case any such result is covered with any intellectual property right protection the Provider shall provide the Client with a license to use such output for the above listed purposes.

1.4 Taking into account that services to be provided under this Contract are intended for design and manufacture of optomechanics that will become a part of complex beam distribution systems beyond expertise and professional understanding of the Provider and the Provider will carry out only partial design tasks according to partial orders by the Client the Provider is not liable for any errors or omissions. The provider is not liable for proper functioning and performance of optomechanics it helps to design.

2 Prices:

The price for the provision of services is 120 USD without VAT or any similar tax per one hour. The provider shall provide the Client with preliminary cost estimate for each Order. The Provider shall invoice duly performed Orders after submission of works outputs to the Client with an invoice that is due in 30 days after its issuance by the Provider. In case of long term type of services (tasks) the parties might agree on invoicing on monthly basis. A timesheet on actual number of hours spent on services invoiced shall be attached to the invoice.

The price is the maximum price that cannot be exceeded and includes all costs that the provider incurs during provision of services.

3 Duration

This Contract is concluded for a fixed time period. The day on which the total price charged by the Provider under the Contract exceeds the limit of USD 80 000 or EUR 72 500 (without VAT or any similar tax) is the date of termination of the contract.

4 Termination

Each contractual party is entitled to terminate the Contract anytime without any given reason. The term of notice is thirty days and starts on the first day of the month following the delivery of the notice to the other Party. However, any agreed Orders shall be duly performed and finished by the

Provider and paid by the Client unless the Client instructs the provider not to carry out any further works. In such a case the Client will pay (on hourly basis) all the work dully carried out by the Provider up to the moment the instruction is delivered to the Provider.

5 Jurisdiction:

This Contract shall be governed in all respects by the laws of Czech Republic.

6 Entirety:

This Contract embodies the entire understanding of the Parties and there are no promises, terms, conditions or obligations, oral or written, express or implied, other than those contained herein. No modification or alteration of this Contract shall be valid unless made in writing and duly signed by the Parties.

7 Signatories

	Name	Position	Signature	Date
For the Client **Fyzikální ústav AV ČR, v.v.i.,**	prof. Jan Řídký, DrSc	Director		6/29/2016
For the Supplier	Steve Calderon	CEO	Steve Calderon	11 JULY 2016