

Amendment to the Consortium Agreement

CZQCI

AMENDMENT TO THE CONSORTIUM AGREEMENT

BETWEEN:

CYBERSECURITY HUB, ZU (CSH), Sumavska 416/15, Brno 602 00 Czechia - **the Coordinator**,

USTAV PRISTROJOVE TECHNIKY AVCR VVI (ISI CAS), Kralovopolska 147, Brno 612 00, Czechia,

CESNET ZAJMOVE SDRUZENI PRAVNICKYCH OSOB (CESNET), Generála Píky 430/26, Praha 6 160 00, Czechia,

CESKE VYSOKE UCENI TECHNICKE V PRAZE (CTU), Jugoslavskych partyzanu 1580/3, Praha 160 00, Czechia,

Masarykova univerzita (MU), Zerotinovo namesti 9, Brno 601 77, Czechia,

UNIVERZITA PALACKEHO V OLOMOUCI (UPOL), Krizkovskeho 8, Olomouc 771 47, Czechia,

VSB – TECHNICAL UNIVERSITY OF OSTRAVA (IT4I@VSB), 17 listopadu 2172/15, Ostrava Poruba 708 00, Czechia,

VYSOKE UCENI TECHNICKE V BRNE (BUT), Antoninska 548/1, Brno stred 601 90, Czechia,

hereinafter, jointly or individually, referred to as “Parties” or “Party”

relating to the Action entitled

Czech National Quantum Communication Infrastructure

in short

CZQCI

hereinafter referred to as “Project”

1 Subject of the Amendment

The Parties concluded a Consortium Agreement on 31 October 2023, the subject of which was cooperation on the solution of the Project submitted to the call "DIGITAL-2021-QCI-01-DEPLOY-NATIONAL" within the framework of the program called Digital Europe (DIGITAL) with project number: 101091684, the provider of which is the European Commission, Directorate-General for Communications Networks, Content and Technology.

The Project is co-financed by the National Cyber and Information Security Agency within the call "Národní kofinancování pro Českou národní kvantovou komunikační infrastrukturu (CZQCI) v rámci programu Digitální Evropa" dated October 20, 2023, which is financed from the National Recovery Plan (*Národní plán obnovy* in Czech). Project number in national co-financing is 101091684.

The participant MU did not start any activities within the Project and terminated its participation by mutual agreement.

The termination of MU's participation in the consortium was approved by the Management Committee *per rollam* in accordance with point 6.3.7. of the Consortium Agreement.

The total budget of the participant MU in the Project was EUR 26,289.90. MU received advance payments from the Coordinator in the amount of EUR 8,544.22 from the Digital Europe program and CZK 207,752.65 from the National Recovery Plan, which corresponds to the equivalent of EUR 8,544.22.

2 Settlement on the Conditions of the Termination of the Activities

The Parties hereby mutually confirm that the content of their mutual rights and obligations is fully expressed in this amendment.

The participant MU declares that he has not discontinued any activities within the Project and fully agrees with the termination of its participation within the Project.

The participant MU undertakes to return to the Coordinator 100% of the provided advance payment from the Digital Europe program in the amount of EUR 8,544.22 to the account [REDACTED], IBAN: [REDACTED].

The participant MU undertakes to return to the Coordinator the advance payment in the amount of CZK 207,752.65 from the National Recovery Plan program from the account No. [REDACTED] to the account No. [REDACTED].

The Coordinator hereby undertakes to take over all activities of the participant MU and, along with it, all rights and obligations associated with this role.

The participant MU undertakes to make the financial settlement of the Project no later than 30 calendar days from the date of signing this amendment.

The participant MU agrees that the remaining part of the support to which it might otherwise be entitled shall not be paid, and that this amount may be redistributed among the other consortium partners in accordance with the Consortium Agreement and the rules set for the implementation of the Project.

The MU participant undertakes to ensure cooperation in the preparation of documents for monitoring and control of the Project by the providers and their authorized entities.

The Parties declare that the termination of the participant's MU activities in implementing the Project shall be carried out in accordance with all applicable legal regulations and principles, and the Coordinator also declares that this fact will not have a negative impact on other members of the Project consortium.

3 Final Provisions

This amendment is concluded at the moment of its signing by the Parties and enters into force on the date of publication in the Contract repository.

The Parties agree to the publication of this amendment in the Contract repository. The publication of the amendment will be ensured by the Coordinator. However, all Parties are responsible for proper publication. The Parties shall check the publication and notify the Coordinator of any shortcomings.

4 Signatures

AS WITNESS:

This amendment to the Consortium Agreement shall be concluded by each of the Parties signed with a qualified electronic signature, affixing their qualified electronic signature to it, or converting it and affixing their handwritten signature to it, and sending it to the Coordinator. This amendment to the Consortium Agreement shall be deemed valid on the date on which it has been so signed by all Parties. The Coordinator shall inform the other Parties of this fact without undue delay.

CYBERSECURITY HUB, ZU


Signature(s)

Name(s): Roman Čermák M.Sc., MBA

Title(s): Director

Date

Roman
Čermák

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Čermák
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USTAV PRISTROJOVE TECHNIKY AVCR VVI

Signature(s)

Name(s): prof. Ing. Josef Lazar, Dr.

Title(s): Director

Date



ÚPT
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CESNET ZAJMOVE SDRUZENI PRAVNICKYCH OSOB

Signature(s)

Name(s): Ing. Jakub Papírník

Title(s): Director

Date

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CESKE VYSOKE UCENI TECHNICKE V PRAZE

Signature(s)

Name(s): prof. Ing. Zbyněk Škvor, CSc.

Title(s): Vice-Rector entrusted with managing the university

Date

Zbyněk Škvor

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Masarykova univerzita

Signature

Name: Ing. Lukáš Palko

Title: The director of the research & development Office at rector's office

Date

Ing. Lukáš
Palko

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UNIVERZITA PALACKÉHO V OLOMOUCI

Signature(s)

Name(s): doc. JUDr. Michael Kohajda, Ph.D.

Title(s): rector

Date

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VSB – TECHNICAL UNIVERSITY OF OSTRAVA

Signature:

Name: prof. Ing. Igor Ivan, Ph.D.

Title: Rector

Date:

prof. Ing.
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Ph.D.

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VYSOKÉ UCENÍ TECHNICKÉ V BRNĚ

Signature:

Name: doc. Ing. Ladislav Janíček, Ph.D., MBA, LL.M.

Title: Rector

Date:

prof. Ing.
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