



Air Navigation Services of the Czech Republic

AMENDMENT 3 to the Contract for Work No. 293/2018/IS/160 dated February 21, 2019 amended by Amendment No 1 dated June 28, 2019 and Amendment No 2 dated September 25, 2025

(hereinafter referred to as the “**Amendment**”)

1. Parties

Air Navigation Services of the Czech Republic (ANS CR),

a state enterprise existing and organized under the laws of the Czech Republic

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

Represented by: Mr. Jan Klas, Director General

Company Identification Number: 49710371

Tax ID Number (DIČ): CZ699004742

IBAN: CZ120300171280000088153

SWIFT code: CEKOCZPP

Registered in the Commercial Register maintained by the Municipal Court in Prague, Section A, Insert 10771,

(hereinafter referred to as the “**Client**”)

and

ROHDE & SCHWARZ – Praha, s.r.o.

With its registered office at: Evropská 2590/33c, 160 00 Praha 6, Czech Republic

Represented by: Mr. Pavel Šalanda, Managing Director

Company Identification Number: 62906127

Tax ID Number (DIČ): CZ62906127

Registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 34376,

(hereinafter referred to as the “**Contractor**”)

The “Client” and the “Contractor” hereinafter individually or commonly referred to as the “**Party**” or “**Parties**”.

2. Preamble

2.1 Considering that:

- 2.1.1. on February 21, 2019 Parties signed „Contract for Work - Renewal of SIMU VCS systems”, as amended by Amendment No. 1 dated June 28, 2019 and Amendment No. 2 dated September 25, 2025 (hereinafter referred to as the „**Contract**”),
- 2.1.2. stage 8 delivery was intended for extending the SIMU ROSE+PAR system at new CANI premises, however these simulators will not be extended by the Client so there is no need for extending the VCS systems at this location,
- 2.1.3. stage 9 delivery was intended for extending the SIMU TWR system at new CANI premises, however this simulator will not be extended by the Client so there is no need for extending the VCS systems at this location,
- 2.1.4. all the 10 VCS positions from Stage 8 and all the 16 VCS positions from Stage 9 will be used for the new tower simulator and because the premises where the new simulator will be installed, are not prepared by the Client for the installation of the VCS system yet, the deadlines for SAT of Stage 8 and Stage 9 needs to be postponed,
- 2.1.5. the above circumstances could not have been reasonably foreseen by the Client, acting with due care, at the time of conclusion of the Contract,

the Parties have agreed, in accordance with Section 222(6) of Act No. 134/2016 Coll., the Public Procurement Act, to extend the deadlines for the milestones SAT8, SAT9 for the handover of the Work according to Article 4.1 of the Contract and, therefore, to make the following modifications to the Contract; such modification does not affect the overall value or scope of the original obligation and consists solely in a change of the installation premises and the related adjustment of the deadlines, as the Client is currently not prepared to provide the relevant premises.

3. Subject matter of the Amendment

3.1 In article 4, paragraph 4.1 of the Contract, the terms of performance for the two milestones are changed as follows:

“Stage 8 – SAT8 within three (3) months from the delivery of Client’s written notice to the Contractor via Certified Communication, stating that the Client’s premises are ready for stage 8 delivery and related SAT activities,”

“Stage 9 – SAT9 within three (3) months from the delivery of Client’s written notice to the Contractor via Certified Communication, stating that the Client’s premises are ready for stage 9 delivery and related SAT activities.”

and at the end of the paragraph, the following sentence is added:

*“whereas, for the purpose of this Contract, ‘**Certified Communication**’ means communication carried out (i) by electronic (digital) means (e.g. e-mail message), where the subject of the communication must be stated in an attachment converted to pdf format and signed with an recognized electronic signature issued under Act No. 297/2016 Coll., on trust services for electronic transactions, as amended, or sent (ii) via a data box or (iii) by post via a postal license holder with confirmation of delivery.”*

3.2 In article 5, paragraph 5.1 of the Contract, the place of performance for the two milestones is changed as follows:

“Stage 8, 9 Technical Building, Aviatická 1039/6, 160 08 Praha 6“

4. Final Provisions

- 4.1 All the other Articles of the Contract are not changed by this Amendment.
- 4.2 The Contractor acknowledges that the Client is obliged to publish this Amendment in accordance with Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, the publication of such contracts, and the contract register (the Contract Register Act), as amended.
- 4.3 This Amendment shall enter into force on the date of its signing by the Parties and shall become effective on the day of its announcement in the Register of Contracts.
- 4.4 **This Amendment has been signed electronically, only in one electronic copy.**



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the Client
Mr. Jan Klas, Director General
Air Navigation Services of the Czech Republic (ANS CR)



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the Contractor
Mr. Pavel Šalanda
Managing Director
ROHDE & SCHWARZ – Praha, s.r.o.