



## Air Navigation Services of the Czech Republic

### Contract for Work

#### **"A-SMGCS upgrade"**

concluded pursuant to Section 2586 et seq. of the Act No. 89/2012 Coll., Civil Code  
(hereinafter referred to as the **"Civil Code"**)

(hereinafter referred to as the **"Contract"**).

#### **Article 1 Parties**

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

A state enterprise existing and organized under the laws of the Czech Republic,

Represented by: Mr. Jan Klas, Director General

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

Company Identification Number: 49710371

Tax Identification Number: CZ49710371

IBAN: ██████████

SWIFT code: ██████████

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

(hereinafter referred to as the **"Client"**)

and

##### **INDRA NAVIA AS**

Registered office: Olaf Helsetts vei 6, N-0694 Oslo, NORWAY

Represented by: Mr Eldar Hauge, Managing Director

Registration number: 914 785 200

Tax number: NO 914 785 200 MVA

Bank details: ██████████

Account Number: ██████████

IBAN: ██████████

BIC: ██████████

(hereinafter referred to as the **"Contractor"**)

The Client and the Contractor are each a **"Party"** or collectively the **"Parties"**.

**Article 2 Subject Matter**

- 2.1. Upon the terms and subject to the conditions herein contained, the Contractor undertakes to supply and install the upgrade of "A-SMGCS" on existing A-SMGCS System at his own risk and cost as described in Annex 2 to this Contract (hereinafter „the Work") and the Client undertakes to pay the price to the Contractor for the Work under the terms and conditions defined hereafter. The Price of the Work is agreed in Article 3 of this Contract.
- 2.2 The Contractor hereby grants the Client the license to use know-how as well as other intangible property created on basis of this Contract.
- 2.3. The Contractor is obliged to handover the supporting documents for executing of this Contract to the Client.

**Article 3 Price of the Work**

- 3.1. The contractual price of the duly performed the Work is set out according to the Price Act No. 526/1990 Coll. as amended. The total contractual price for the Work specified in Article 2 of this Contract, which calculation of which is given in Annex 1 to this Contract is:

amount of **19 643 174 NOK**,  
(in words: nineteen million six hundred and forty-three thousand one hundred and seventy four NOK)

- 3.2 The terms of payment shall be set as follows:

- 3.2.1 First payment shall be paid by the Client after CDR fulfilment upon signature by the Parties of the Critical Design Review amounting to ■■■■■ (in words: ■■■■■) upon the invoice issued by the Contractor.

- 3.2.2 Second payment shall be paid by the Client after FAT fulfilment upon signature by the Parties of the Factory Acceptance Certificate amounting to ■■■■■ (in words: ■■■■■) upon the invoice issued by the Contractor.

- 3.2.3 Third payment shall be paid by the Client after SAT fulfilment upon signature by the Parties of the Site Acceptance Certificate amounting to ■■■■■ (in words: ■■■■■) upon the invoice issued by the Contractor.

- 3.3. The contractual price stated in Article 3.1 of this Contract covers all costs, duties, charges, taxes, excluding VAT related to the performance of the Work according to this Contract and covers all other services, rights and delivery provided by the Contractor. Any change of the contractual price has to be performed by a written addendum concluded by both Parties in compliance with the Act No. 137/2006 Coll., on public procurement, as subsequently amended.

The Contractor according to section 2620 subs. 2 of the Civil Code hereby declares that he accepts the risk of the change of circumstances and that in this case he has no right to increase the contractual price.

The Client has no obligation to provide the Contractor with an advance payment of the contractual price.

- 3.4. All payments to the Contractor under this Contract shall be made in Norwegian Kroner

(NOK), free of any bank charges and bank reductions, in favour of the Contractor to its account [REDACTED]

- 3.5. Invoices issued by the Contractor shall be sent to the Client's address given in the heading of this Contract. Invoices shall be payable within thirty (30) days after receipt by the Client. Each invoice shall be accompanied by the corresponding Acceptance Certificate. The price of Training shall be quantified on the invoices separately.
- 3.6. Client may return an invoice, if it contains inaccurate or incomplete information or if the price is incorrect. Such return must be made by the due date of the invoice. In such event, the Contractor shall issue a new invoice or correct the original invoice and fix a new due date.

#### **Article 4 Terms of Performance**

- 4.1. The Contractor shall handover the Work to the Client at least on February 13, 2018.

#### **Article 5 Place of Performance**

- 5.1. The place of performance is Technical Building (TEB), Vaclav Havel Prague Airport, located at Aviatická 1039, 160 08 Prague 6 - Ruzyně and Technical and Administrative Building (IATCC) located at Navigační 787, 252 61 Jeneč.

#### **Article 6 Taxes**

- 6.1. The Client declares that it is tax resident of the Czech Republic. The Client and The Contractor shall respect The Avoidance of Double Taxation and the prevention of fiscal Evasion with respect to taxes on income No. 121/2005.
- 6.2. The Contractor declares that it is a tax resident of Norway.
- 6.3. The Client declares that it is registered as a VAT payer in the Czech Republic under registration number CZ49710371.
- 6.4. The Contractor declares that it is registered as a VAT payer in Norway.
- 6.5. The Client shall bear no responsibility for the performance of the Contractor's obligations towards tax authorities of the Czech Republic. All terms of payment according to the Contract shall be subject to the Convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income The Government of the Czech Republic and the Government of the Kingdom of Norway.

#### **Article 7 Warranty and liability**

- 7.1. The Contractor represents that a warranty of 2 years is provided for the Work (hereinafter "the warranty period"). The warranty period starts on the day of signing the Site Acceptance Certificate (SAT) of the Work.
- 7.2. The Client shall notify the Contractor about any defects of the Work via telephone followed by mail or e-mail notification. The Contractor shall eliminate the notified defects in accordance with the signed service contract No. 200/2013/PS/033.
- 7.3. The warranty does not cover defects caused by unprofessional handling or non-compliance with the instructions.
- 7.4. The elimination of the defects by the Contractor is gratuitous.
- 7.5. In case of breach of the warranty duties of the Contractor, the Client has the right to eliminate the defect through a third person. The costs related to such elimination shall be paid by the Contractor.

- 7.6. The warranty period shall be extended by the period which was necessary to elimination of the defect. The decisive date is date of notification of the defect or the date of hand-over of the Work. The date which occurred first is the decisive date.
- 7.7. Unless stated otherwise in this Contract the liability for defects follows the Section 2615 et seq. of the Civil Code.
- 7.8. The liability for unencumbered legal title to the Work shall be carried by the Contractor and the liability is not limited to the warranty period agreed herein.
- 7.9 Under no circumstances shall Contractor be liable for any indirect, special, incidental or consequential damages, including but not limited to loss of anticipated profit or loss resulting from business disruption, even if Contractor has been advised of the possibility of such damages and the Contractor's total damage shall be limited to 2 (two) times the amount of the aggregated value of the contract.

**Article 8 Installation and Training**

- 8.1. The Contractor shall perform the installation as described and approved in Article 2 of this Contract after the Client has laid out the Site and performed its obligations allowing said installation. The Client shall provide the Contractor with necessary assistance during the installation.
- 8.2. The Contractor shall delegate qualified and experienced employees to the Sites to perform the installation. The names of the members of the Installation Team shall be submitted to the Client at least 14 days before the Installation starts in order to arrange all permits and formalities need in order to complete the installation of the Work (e.g. entrance permits etc.).

**Article 9 Factory and Site Acceptance (FAT/SAT)**

- 9.1. Prior to the shipment of the Work, the Work shall be submitted to a factory approval, which shall be carried out in the presence of the Client's Representative(s).
- 9.2. If, during the factory acceptance, the Work is found to be defective, the Contractor shall rectify defects within a reasonable time and shall resubmit the Work to another factory inspection.
- 9.3. Once factory approval and acceptance has been successfully completed, both parties shall sign a Factory Acceptance Certificate (FAT), within one day of such completion. The Client may not refuse or delay the signature of a Factory Acceptance Certificate (FAT).
- 9.4. Upon completion of the Installation of the Work, the Contractor shall invite the Client to have the Site Acceptance tests (SAT) carried out by the Contractor's Representative(s) in order for Parties to check that the Work complies with the Technical Specification.
- 9.5. The procedures to be followed for the Site Acceptance shall be prepared in English by the Contractor and sent to the Client for approval at least 2 weeks before each session of SAT.
- 9.6. Contractor shall give the Client notice of SAT session at least 28 days in advance. SAT session shall be carried out during normal Working hours, from 8 to 16.
- 9.7. SAT shall be carried out by the Contractor in presence of the Client's Representative(s) in accordance with the Site Acceptance Test Procedures.
- 9.8 Within 1 day of completion of SAT, a Site Acceptance Certificate shall be drawn up and signed by Parties, unless the Work is rejected. In the event of rejection, the Client shall issue, within 5 days a report to the Contractor listing the ascertained defects leading to the rejection, and the Contractor shall make good these defects with all diligence and expedition, and it shall re-offer the Work for acceptance according to the above mentioned procedures.

**Article 10 Ownership right and risk of damage**

- 10.1. The ownership right shall pass to the Client at the same date as CIP delivery.
- 10.2. The risk of the loss or damage to the Work shall pass to the Client on its CIP delivery as per INCOTERMS 2010.

**Article 11 Documentation**

- 11.1. The Documentation shall be delivered in printed form and in digital form on Microsoft Office programs, on Adobe Acrobat.

**Article 12 Contractual Penalties**

- 12.1. If the Contractor fails, for reason other than causes beyond its control, to perform the Work within SAT term under Article 4 above, then the Client may claim from the Contractor a penalty equal to 0,05 % of the price specified in Article 3 above per each day of delay.
- 12.2. In the case of any delay the penalty shall be paid upon the penalty invoice issued by the Client. The invoice shall be due within thirty (30) days of receipt by the Contractor.
- 12.3. Penalty shall be paid by the Contractor independent of the possible damage caused to the Client. Such indemnity mentioned herewith shall be the subject of separate reimbursement.
- 12.4 Under no circumstances shall the accumulated penalties exceed 50% of the total price.

**Article 13 Copyright and Industrial Property**

- 13.1. The copyrights to industrial property rights shall remain the property of the Contractor. The Contractor affirms that it has the right to furnish and grant NOVA 9000 A-SMGCS System SW license. Contractor shall grant a **non-exclusive** and non-transferable license to use the Work under this Contract.
- 13.2. The Contractor shall clear the Client of legal liability and shall protect it from any claims made against supposed breach of copyright and patent right as a result of the use and/or any handling of the Work by the Client on the condition that the Client provides the Contractor with the opportunity to protect itself and reach settlement. This clause regarding exemption of liability shall not apply to a case where the Work is used for purpose other than stated in Technical specification.
- 13.3. Should a court finally establish that there has been an infringement of copyright then the Contractor shall reimburse the Client for any costs, fines or damages incurred by breaching his obligations under this Article 13.
- 13.4. The Contractor undertakes to deliver the documents confirming their title to distribute the Work which is being delivered under this Contract.
- 13.5 The part of Site Acceptance (SAT) Certificate shall be a separate document containing a detailed list of all SW licenses of third parties provided by the Contractor during performance of this Contract. A permissible scope of use by the Client shall be clearly defined for each third party's SW license.

**Article 14 Force Majeure**

- 14.1. The Parties agreed that they are not liable for failing to meet all or some of the provisions hereunder, if such failure was caused by an event of force majeure. However, the Party affected by an event of force majeure shall perform its obligations hereunder as soon as the effects of an event of force majeure cease. All the terms hereunder shall be postponed



for a period equal to the time when an event of force majeure lasted. The Party affected by an event of force majeure shall notify the other Party as soon as possible after any occurrence thereof.

- 14.2. Should force majeure consequences last provably for more than three months, any of the Parties hereto is entitled to withdraw from this Contract and any Parties' claims shall be settled in a way not to cause undue benefit to any Party hereto.

**Article 15 Other Provisions**

- 15.1. By signing this Contract the Contractor acknowledges that it is not authorized to disclose or disseminate any information which could affect the security of civil aviation, namely due to requirements for maintaining security in civil aviation resulting from the relevant legislation (in particular the Aviation Regulation L17) and imposing on air navigation service providers to take appropriate actions as a base to provide safeguarding of civil aviation against acts of unlawful interference. Particularly, the Contractor shall not anyhow reproduce and redistribute any information acquired in connection with the performance thereof.
- 15.2. The Contractor acknowledges that the Client is obliged to publish this Contract and associated information and documents related to the performance under this Contract pursuant to the Act No. 137/2006 Coll., on public procurement, as amended. However, information relating to copyright in accordance with the Act. No. 121/2000 Coll., Copyright Act, as subsequently amended and information under provisions of Section 504 and Section 1730 subs. 2 of the Civil Code will continue to be protected.
- 15.3. The Contractor undertakes to submit to the Client within 60 days of termination of this Contract a list of subcontractors who have received more than 10% of the total price (according to Article 4 above). In the event that the subcontractor is a joint stock company still accompanied by a list of holders of share, if their aggregate value is more than 10% of the capital. The list must not be older than 90 days before its submission.

**Article 16 Assignment**

- 16.1. Neither Party to this Contract shall be entitled to assign or transfer any of its contractual rights or obligations to any third party without prior written approval from the other Party; such approval shall not be denied unreasonably.
- 16.2. The Contractor shall be entitled to subcontract, under its responsibility, any part of this Contract.

**Article 17 Termination**

- 17.1. Either Party shall have the right to terminate this Contract in whole or in part by operation of law without necessity of to give a ruling in the event that the other Party has failed to fulfill any of its obligations under this Contract and such failure has lasted for more than ninety (90) days. In such a case, termination shall become effective upon the receipt of the notice by other Party. The notification shall be made by way of a written form.
- 17.2. In case of termination for any reason whatsoever, the Parties shall try to establish a liquidation settlement by mutual agreement; failing such an agreement, the provisions of Article 18 hereafter shall apply.
- 17.3. Any termination for any reason whatsoever shall not affect debts already payable between the Parties with respect to the completed part of this Contract.

**Article 18 Settlement of disputes**

- 18.1. Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity therefore, which cannot be settled by Parties in a friendly manner, shall be finally settled under the appropriate court of the Czech Republic.
- 18.2. The language to be used in trial and award shall be Czech.
- 18.3. This Contract is governed by Czech law.

**Article 19 Final Provisions**

- 19.1. This Contract is made in four (4) original copies in English, each Party obtaining two copies.
- 19.2. The Parties agree with the content of this Contract, and in witness of their free and serious will they have caused this Contract to be executed by their duly representatives.
- 19.3. This Contract shall be valid upon signature by Client and Contractor and shall come into force on the day of its announcement in Register of Contracts.
- 19.4. The integral part of this Contract is:
  - Annex 1 – Description of the Work and price calculations
  - Annex 2 – Statement of Compliance

06-10-2016

.....  
The Client

Air Navigation Services of the Czech Republic (ANS CR)

In Oslo, on 28 Sept 2016

**Annex No. 1 of the Contract No. 124/2016/IS/173**

**Description of the Work and price calculations**





**indra**

**INNOVA GROUND**

# **A-SMGCS UPGRADE DESCRIPTION OF THE WORK AND PRICE CALCULATIONS**

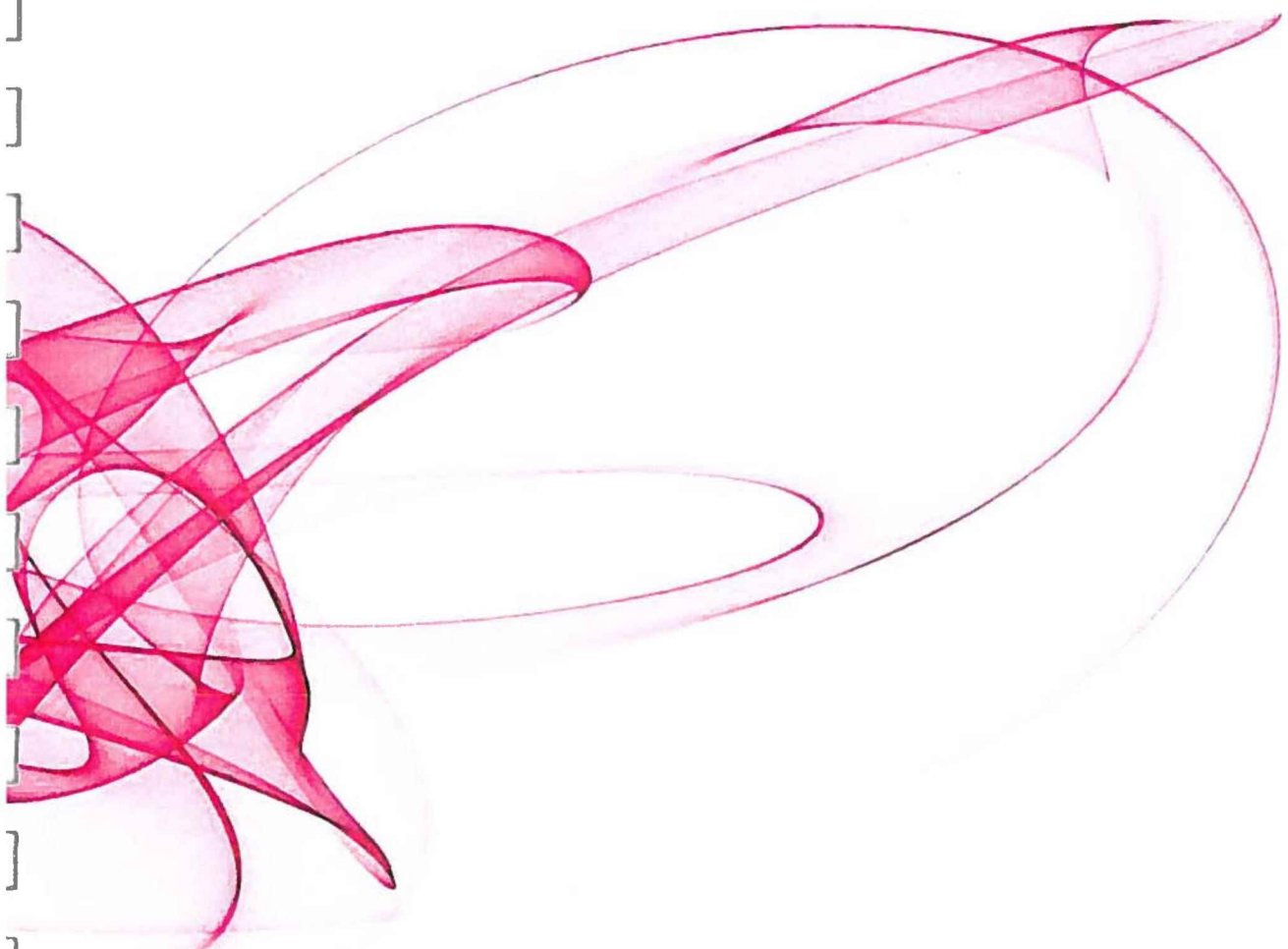
**Upgrade of the NOVA 9000 to InNOVA Ground**

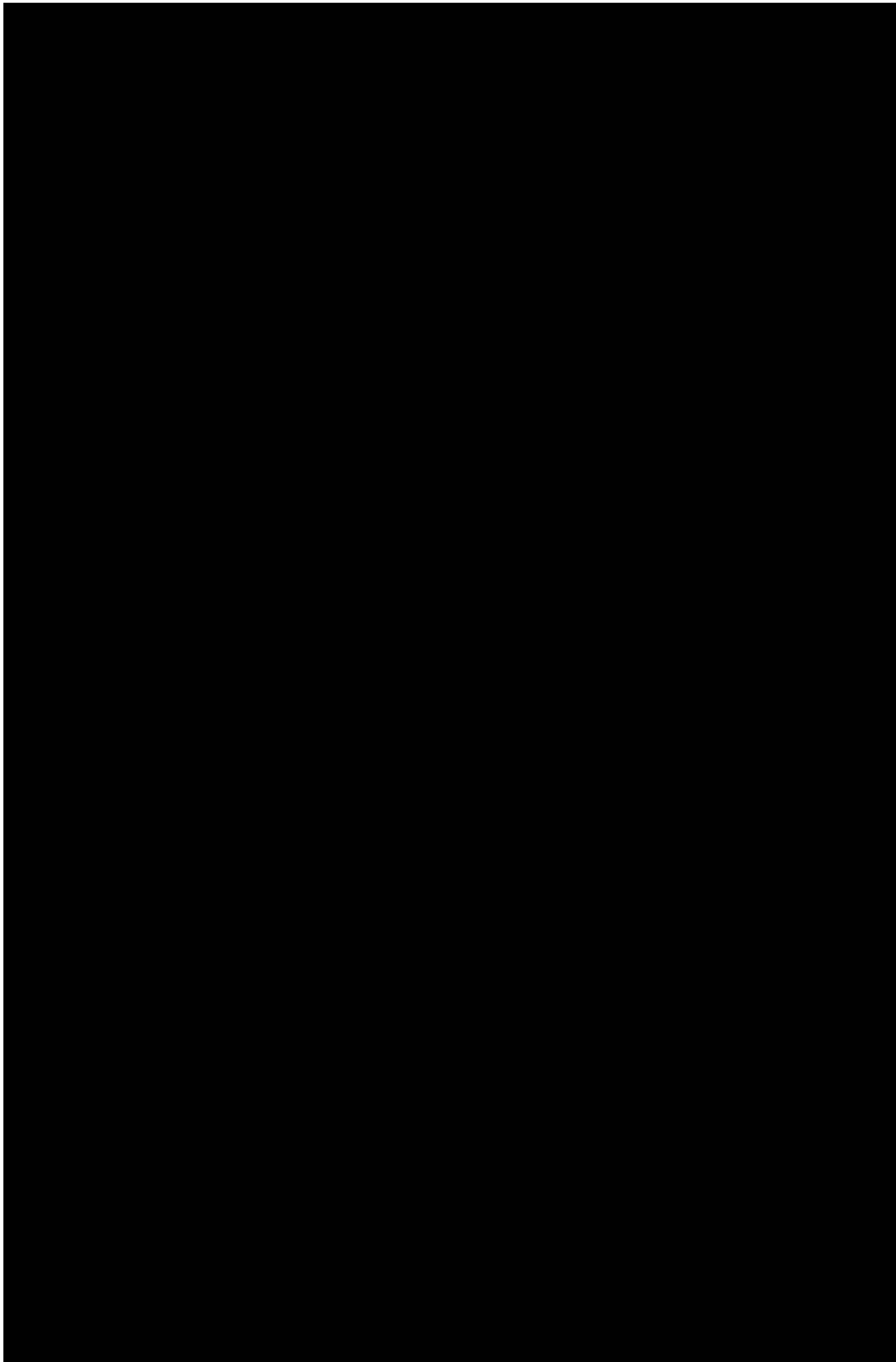
**Air Navigation Services (ANS)**

**Proposal no.: C-5576/Rev.2.2/05-Sep-16**

**Prague International Airport**

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**Annex No. 2 of the Contract No. 124/2016/IS/173**

**Statement of Compliance**



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**INNOVA GROUND**

# **A-SMGCS UPGRADE STATEMENT OF COMPLIANCE**

**Air Navigation Services (ANS)**

**Proposal no.: C-5576/Rev.1.0/01-Sep-16**

**Prague International Airport**

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