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| Contract for Work **“Personal Safety Interlock System”**  concluded in accordance with Section 2586 *et seq* of Act No. 89/2012 Coll., Civil Code (hereinafter the "**Civil Code**") (hereinafter the "**Contract**").  **I. Contractual Parties:**  **1. Client:**  **Fyzikální ústav AV ČR, v. v. i.**  With its seat at: Na Slovance 2  Post code 182 21 Praha 8  Represented by:RNDr. Michael Prouza, PhD. - Director  Registered in the public research institutions registry maintained by the Ministry of Education, Youth and Sports of the Czech Republic,  ID No.: 68378271  VAT No.: CZ68378271  (hereinafter the "**Client**" or the “**Contracting Authority**” or the “**Customer**”)  and  2. Contractor:  **Rockwell Automation s.r.o.**  with its registered office at Argentinská 1640/4, Holešovice, 170 00, Praha 7, Czech republic  registered in business registry maintained by the City Court Prague, part C, insert 18397  represented by Ing. Peter Rožek, function/acting as Country sales Director and Proxy,  Id. No.: 48590631  Tax Id. No.: CZ48590631  (Hereinafter the "**Contractor**" or the “**Supplier**”; the Client and the Contractor may be referred to herein jointly as the "**Contractual Parties**" or with respect to each individually as the "**Contractual Party**").  **II. FUNDAMENTAL PROVISIONS:**   1. The Client is the recipient of funding provided by the Ministry of Education, Youth and Sports of the Czech Republic for the Project “ELI: Extreme Light Infrastructure – phase 2”, Reg. No. CZ.02.1.01/0.0/0.0/15\_008/0000162, granted within the framework of the Operational Program Research, Development and Education (hereinafter the “**ELI-Beamlines Project**” and the “**OP RDE**”). 2. The aim of the ELI-Beamlines Project is to construct and operate an international research laboratory (research facility) using the latest generation of laser technology and to subsequently implement a number of future projects in basic and applied research. The objectives, extent and aims of the ELI-Beamlines Project are given in more detail in the European Commission Decision dated 20.4.2011, Ref. No. C(2011) 2753 on major project “ELI: Extreme Light Infrastructure” and in the decision of the Ministry of Education, Youth and Sports of the Czech Republic dated 2.8.2011, Ref. No. 26310/2009-45, as further amended, and in the documents related to these decisions. 3. The ELI-Beamlines Project is one of the pillars within the so-called ESFRI Roadmap created by the European Strategy Forum on Research Infrastructures which was formed at the behest of the European Commission to establish a network of pan-European research centres at the most advanced scientific levels whose aim is to facilitate, within the framework of specific scientific focus of each such research centre, a fully open access into these facilities to scientific workers exclusively on the basis of their scientific excellence (i.e. without regard to the legal or commercial status of institutions or corporations they may come from). 4. The Contractor was selected as the winner of a public procurement procedure announced by the Client in accordance with Sec. 34 of the Act No. 137/2006 Coll., on Public Contracts, for the public contract called **“Personal Safety Interlock System”** (hereinafter the “**Procurement Procedure**”). 5. The Contractor acknowledges that the Client considers the Contractor’s participation in the Procurement Procedure as the confirmation of the fact that the Contractor is capable, within the meaning of Sec 5 (1) of the Civil Code, of providing performance under the Contract with such knowledge, diligence and care that is associated and expected of the Contractor’s profession, and that the Contractor’s potential performance lacking such professional care would give rise to corresponding liability on the Contractor’s part. The Contractor is prohibited from misusing his qualities as the expert or his economic position in order to create or exploit dependency of the weaker party or to establish an unjustified imbalance in the mutual rights and obligation of the parties. 6. The Client confirms that the Client is not, in connection to the subject of this Contract, an entrepreneur, and also that the subject of this Contract is not related to any business activities of the Client. 7. The documentation necessary for the execution of work consists of following annexes:    1. Technical specifications for the Contract form an integral part hereof as its Annex  No. 1 (hereinafter the “**Annex 1**” or “**Technical Specification**”) and are formed by Requirements Specification Document and its annex, Functional Concept Description.    2. Schedule of Deliverables, which forms an integral Annex No. 2 hereof (hereinafter the “**Annex 2**” or the “**Schedule of Deliverables**”) and contains the schedule of Deliverables hereof and their value ;    3. The Contractor’s bid submitted for the Procurement Procedure in its relevant parts which mainly describe the work in technical detail (hereinafter the “**Contractor´s Bid**”); the Contractor’s Bid forms Annex No. 3 (hereinafter the ”**Annex 3**”)to this Contract and an integral part hereof.   Basic and substantial processes of design and manufacture and basic technical outlines of the personal interlock system (the Technology) included in the Contractor´s Bid shall be binding for the Contractor unless any deviation from them by the Contractor in the course of the Work performance is substantiated by outputs of the actuall Work (individual Deliverables) performance (e.g. outputs of the risk analysis, SRS, design works etc.).   * 1. The breakdown of the Work performance into individual phases including value of the phases, and a list of price items agreed herein which form an integral Annex No. 4 hereof (hereinafter the “**Annex 4**” or “**The Breakdown of Phases and Prices**”);   2. List of documentation necessary for the Contractor to start performing Phases of the Work (hereinafter the “**Annex 5**” or the “**Full Documentation**”).  1. The Contractor declares that it possesses all professional qualifications to execute the work therefore it is authorized to carry out activities foreseen hereunder, and there are no obstacles on his part that would prevent him from executing the work contracted hereunder. 2. The Contractor is fully aware that the deadlines for the execution of the Work or its parts are vital for the Client with regard to the EU-Beamlines Project~~.~~ Thus, damages may arise to the Client if the mentioned execution of works or parts of the Work fail to meet the delivery deadlines that are tied into ELI overall project schedule.   **III. WORK SUBJECT – MATTER; WORK SCOPE**   * + - 1. The subject-matter hereof is namely:  1. the obligation of the Contractor to perform for the Client duly and on time, in accordance with the terms hereof, on its own account and liability, and within the deadlines agreed upon herein, related risk analysis, design, manufacture, delivery, installation and validation of the personal interlock system to the Client in the place of delivery hereof as specified herein (the “Technology”) and provide for the Client training, warranty services and maintenance services as specified in more detail in a separate Service Agreement (the Technology and the other parts of the work hereof are hereinafter also referred to as the “Work”). 2. the obligation of the Client to pay the Contractor, under the terms and conditions hereof, the agreed upon price for the execution of the Work.    * + 1. The Contractor’s obligations hereunder, which form a part of the Work and performance of which has been included in the Price of the Work, shall also include: 3. provision of tools and software needed for further development, maintenance and diagnostics of the Technology by the Client or a third person including but not limited to needed licenses, source codes and documentation; source codes shall be provided in a standard unmodified form which will enable the Client to use them for purposes listed above; 4. training of reasonably experienced persons designated by the Client in such a way and extent that these persons (after training) will be able to safely operate, manage and maintain the Technology, will know the essential information that every owner and user should know, and will be able to adapt the software used for operation of the Technology in accordance with the Software License.; 5. warranty for the Work or any part thereof in the extent as stipulated herein; 6. for the period of 2 years comprehensive maintenance services, in the extent and under the conditions as agreed in more detail in a separate Service Agreement/ Agreements for prices stipulated in **Annex 4 The Breakdown of Phases and Prices**. The Client is entitled to request commencement of provision of maintenance services any time between first and last Work Phase conclusion with a Validation Report Acceptance Certificate. In case the commencement is requested sooner than on last Work Phase conclusion with a Validation Report Acceptance Certificate the Client is entitled to request provision of maintenance services in the extent needed for due maintenance of the partially finished Work for the price reflecting the limited extent of already finished part of the Work (i.e. proportional part of the price for maintenance services provision as stipulated by Annex 4). Maintenance services as agreed hereby shall be provided no longer than for 2 years from commencement of their provision even in the case that they start to be according to the request of the Client provided only partially. In case of a conflict between this Contract and the Service Agreement or any of the Service Agreements this Contract shall prevail.    * + 1. The Contractor is bound to perform the Work in separate phases as outlined inAnnex 4 hereto **The breakdown of Phases and Prices.** A phase is hereby defined as implementation of personal safety interlock system for a separate part of premises and technologywithin the international research centre ELI Beamlines (hereinafter also the “**Phase**” or “**Phases**”).   The Contractor is bound to perform the Work as divided into Phases in separate parts described in the Technical specification and the Schedule of Deliverables and designated as a Deliverable or its part.  If it is needed for purposes of speeding up the process of completion and securing of operability of the ELI Beamlines facility technology or its part or if it is needed because of the reasons given by interconnection of certain technological systems or premises within the facility or if there are any other circumstances requiring modification of the division of the Work into Phases and only if it is from the technical point of view feasible to implement a partial personal safety interlock system for such newly defined Phase of the Work the Client reserves the right to modify division of the Work into Phases. If such modification changes extent of any Phase only in a negligible extent in terms of work and costs necessary to implement the Phase on the side of the Contractor the Contractor shall agree to such modification. Modifications of the division of the Work into Phases that are not only negligible including splitting one Phase into two or more Phases shall be subject to an agreement with the Contractor on schedule and modification of related values of Phases. The reason for creation of a new Phase might be given particularly by ability of the Client to submit to the Contractor Full Documentation enabling immediate commencement of performing the newly created Phase.  The Client is going to split “Phase 2: Remaining parts of the Technology implementation” as indicated in Annex 4 hereof into more Phases during the period of performance of this Contract and the Contractor shall agree to such conduct subject all the conditions for splitting Phases listed above are met.  Some additional terms for gradual performance the Work in Phases are stipulated in art. VIII. hererof.   * + - 1. Option 1: Optional parts   The Contractor undertakes (where provided warranty does not apply) for the period of 5 years from signing of the Validation Report Acceptance Certificate for the last Phase of the Work performance, or a longer time period if the Contractor will agree after expiry of the basic period, to deliver to the Client spare parts and additional parts to the Technology under conditions stated herein for the price stipulated by valid price lists of the Supplier (hereinafter the “**Optional Parts**”).   * + - 1. Option 2: Optinal services   The Client has the right, but is not obliged to, order specific optional services (hereinafter the “**Optional Services**”) of certain categories of workers for prices stipulated in Annex 4 hereto **The breakdown of Phases and Prices**.   * + - 1. Option 3: E2 hall PSI system extension to full scope   The Client has the right, but is not obliged to, to ask the Contractor in writing to implement an extension of the personal interlock system (the Technology) in the hall E2 from the basic restricted scope (which falls within the scope of the Work) to full scope as indicated in the Functional Concept Description annexed to **Annex No 1** hereto. If this option is activated extention works shall be performed as a new Phase with all terms of performing the Work stipulated herein being applied to such new Phase similarly. The Client is entitled to activate this option no later than by due validation of the last part of the Technology within performing the last Phase by the Contractor.  The price for performing this option is stipulated in Annex 4 hereto **The breakdown of Phases and Prices**.   * + - 1. All documents executed pursuant hereof shall be prepared for the Client in English language unless the Clent in any particular case agrees with execution of a document only in the Czech language.   **IV. EQUIPMENT REQUIRED TO EXECUTE WORK:**  The Contractor shall secure all the equipment that may be required to execute the Work defined hereunder, unless this Contract stipulates otherwise.  **V. PROVISION OF OPTIONAL PARTS AND OPTIONAL SERVICES**   1. Optional parts and Optional services shall be provided by the Contractor to the Client upon individual written orders of the Client with the terms and conditions as defined in this contract (hereinafter the “**Order”** or the “**Orders**”). The individual contract is concluded between Contractual Parties by acceptance of the Client´s Order by the Contractor. 2. The Client shall be entitled to cancel his Order at anytime; in such an event the Client shall be obliged to pay to the Contractor that part of the price which will correspond to costs which were demonstrably and effectively expended by the Contractor by the time the Order will have been cancelled. The Contractor shall be obliged to demonstrate what these costs were. 3. The Contractor acknowledges and agrees that the Client shall not be obliged hereunder to order Optional services up to the maximum extent that the Client is entitled to order according hereto. The Contractor thus cannot claim on the Client that the Client makes any Order or requires performance hereunder, nor claim on the Client any payment or compensation except for the price to be paid for the actually ordered and duly completed Orders. 4. The Contractor shall provide Optional parts and Optional services within the period of 15 (fifteen) calendar days from delivery of the Order to the Contractor or if unfeasible for objective reasons within another time agreed by the Contractual Parties.   **VI. WORK PERFORMANCE RELATED DOCUMENTATION :**   1. The Contractor shall within any Phase at latest during performing the Deliverable D3 Design of the PSI system propose initial Interface Control Document covering each relevant Part of the Technology (hereinafter the “**ICD**”), which shall define and describe all external interface aspects of the Technology (Electrical/Mechanical/Thermal/Optical), including physical, functional, performance and operational constraints. The Parties shall in a mutual effort complete the ICD. The ICD shall be subject to assessment and acceptation as an integral part of the Deliverable D3 Design of the PSI system acceptation. 2. The Contractor shall propose within any Phase at latest during performing the Deliverable D3 Design of the PSI system propose initial **Verification and validation plan** for each type of device of which the Technology is composed and for the Technology falling within the Phase. Verification and validation plan shall list and describe all factory, site and other tests and verification activities of any type of device of which the Technology is composed and for the Technology falling within the Phase to be performed by the Parties (potentially by authorised third persons) up to the finalization of any Deliverable. The Parties shall in a mutual effort complete the Verification and validation plan. The Verification and validation plan shall be subject to assessment and acceptation as an integral part of the Deliverable D3 Design of the PSI system acceptation.   Verification and validation plan shall be updated by an agreement of the Parties on various phases of any Deliverable performance as appropriate and needed.  The Contractor shall follow the Verification and validation plan agreed hereunder and shall invite the Client at least 14 calendar days in advance to participate in all relevant activities of this Plan.  The Verification and validation plan as accepted within the Deliverable D3 Design of the PSI system acceptation and every in written agreed updated version of the Verification and validation plan shall be binding for the Contractor. If the Client for any justified reason does not agree with Verification and validation plan at any stage of Work performance the Contractor shall modify it according to the Client’s instructions (if not contrary hereto or to the applicable law or standards) and after its modification it shall become binding as stipulated above.   1. The Contractor shall based on a sample provided by the Client propose Verification Control Document for each Work implementation Phase (“hereinafter “**VCD**”) which shall be in the form of matrix and shall address any and all requirements specified by Annex No 1. For each requirement of the Client concerning the Technology VCD shall contain especially  (i) requirement identifier pursuant Technical specification, (ii) requirement revision,  (iii) requirement text, (iv) HW/SW code – identifier according the Contractor technical documentation, (v) verification methods, (vi) close-out status (no –open/yes –closed), (vii) link to the relevant section of the Verification and validation plan and any planning document,  (viii) references to any documentation that demonstrates compliance to the Client´s technical requirements.   **VII. ACCEPTANCE PROCEDURE AND FULFILMENT OF COVENANTS:**   1. Persons Responsible for Acceptance   The Client and the Contractor shall be represented during the acceptance procedures by persons appointed in Art. XVIII. par. 1 of this Contract.   1. Preliminary assessment of technical reports 2. In order to preliminarily assess technical reports as outputs of Deliverables hereof, the Contractor undertakes to provide the Client with draft of any technical report relating to any individual Deliverable sufficiently in advance. The documentation to be delivered under Deliverables D3 Design of the PSI system shall be deemed to have a form of report for purposes of this article of the Contract. 3. The Client shall provide the Contractor with his comments to the submitted draft reports or draft proposals which the Contractor shall be obliged to take into account, i.e. the Contractor shall accept all justified and materially correct comments and justified and correct requirements made by the Client that are corresponding the definitions of Technical Specification as per this Contract. Should the Contractor consider some of the comments or requirements made by the Client as materially incorrect or unacceptable, the Contractor shall specify his reasons for refusing to accept such in writing or by e-mail. In the case that the Client will not provide the Contractor with its comments within this deadline it shall be deemed that the Client has no comments. 4. Report Acceptance Certificate   Should any completed Deliverable or its part documented by a report comply with all technical requirements stipulated hereby, the Client shall issue to the Contractor, without undue delay, a confirmation attesting to its acceptance (hereinafter the “**Report Acceptance Certificate**”).   1. Handover of Technology/ documentation   In case of Deliverables constituted by due delivery of the Technology to the Place of delivery or by delivery of documentation or tools and SW for further development, maintenance and diagnostics the Client shall without undue delay issue a delivery note/ confirm a handover protocol confirming due delivery/ handover if there is no obvious damage visible on the Technology or its packing or if the documentation or tools and SW for further development, maintenance and diagnostics are not obviously incomplete or otherwise incorrect. In case of Technology that is to be installed in cleanroom premises only packing is to be checked with regard to transport damage. In case of obvious damage the Client shall immediately contact the Contractor to agree further actions. The Client shall not be obliged to take over Devices that incurred obvious heavy damage.   1. Testing of the Technology 2. The Contractor shall invite sufficiently in advance the Client to participate at any testing of the Technology, at least fourteen (14) calendar days prior to the testing or within another term pursuant to the agreed Verification and validation plan. 3. During testing the compliance of the Technology or its parts with the Technical specification, Contractor´s Bid and all the outputs of already performed Deliverables shall be checked, and inspections and tests of Technology or its parts shall be verified in accordance with the Verification and validation plan. 4. The process of testing and its results shall be documented by the Contractor in a Protocol on Factory Acceptance Tests (hereinafter the “FAT Protocol”), or Protocol on Site Acceptance Tests (hereinafter the “SAT Protocol”) which shall be signed by both Contractual Parties.   The process of validation activities carried out within Deliverable D7 Validation of already installed system Phases shall be documented by the Contractor in a Validation report which shall be signed by both Contractual Parties.  Should any such protocol or report contain any comments of the Client on the results of the testing or validation activities, the Contractor shall respond to such comments, i.e. the Contractor shall accept all materially correct and legitimate comments or requirements of the Client. Should the Contractor some of the comments or requirements consider materially incorrect or unacceptable the Contractor must specify reasons for their refusal in writing.   1. Acceptance of the Technology 2. If the (on shop) results of testing of Technology are in accordance with the Verification and validation plan and the results of testing presented in the FAT Protocols show that the Technology or its part fulfils in every aspect the requirements stipulated in the Technical specification, in the Contractor´s Bid and in outputs of already performed Deliverables the Client shall issue to the Contractor, without undue delay, a confirmation on the proper execution of such partial performance (“**FAT Acceptance Certificate**”). Minor issues not affecting the use of Technology shall not be reason for rejection of signature of the FAT Acceptance Certificate and shall be recorded in punch list attached to the protocol. 3. If the (on site) results of testing of Technology or its part made during and after installations are in accordance with the Verification and validation plan and the results of testing presented in the SAT Protocols show that the Technology or its part fulfil in every aspect the requirements stipulated in the Technical specification, in the Contractor´s Bid and in outputs of already performed Deliverables the Client shall issue to the Contractor, without undue delay, a confirmation on the proper execution of such partial performance (“**SAT** **Acceptance Certificate**”). Minor issues not affecting the use of Technology shall not be reason for rejection of signature of the SAT Acceptance Certificate and shall be recorded in punch list attached to the protocol. 4. If results of validation activities carried out within Deliverable D7 Validation of already installed system Phases are in accordance with the Verification and validation plan and results of validation activities show that the Technology or its part fulfil in every aspect the requirements stipulated in the Technical specification, in the Contractor´s Bid and in outputs of already performed Deliverables the Client shall issue to the Contractor, without undue delay, a confirmation on the proper execution of such partial performance (“**Validation Report** **Acceptance Certificate**”) provided that the following additional contitions have been simultaneously met: 5. the Contractor handed over to the Client the filled VCD concerning the respective part of Technology; 6. the Contractor handed over to the Client a declaration that the Technology complies with the applicable legal regulations of EU or Czech Republic. 7. Joint provisions for the acceptance procedure and fulfilment of obligations: 8. If an applicable standard requires that any part of the Work is assessed by an independent qualified person the Contractor is obliged to secure such assessment. The Contractor is obliged to identify the qualified person to the Client sufficiently in advance and provide information on qualification and previous experience of the qualified person. Securing such assessment shall be deemed a condition of acceptance of the relevant Deliverable. 9. All submitted documents executed pursuant hereof shall be well-structured and provided in such level of detail so that a professional in the given area shall be able to assess the correctness of the Contractor’s approach in solutions used for the Work or its part and the possibility of achieving the required technical parameters definedin this Contract by the methods used. Furthermore, the documents must contain all the facts required by this Contract and its annexes. All submitted documents executed pursuant hereof shall be prepared for the Client in English language. 10. The Client shall not be obliged, during the course of the acceptance procedure, to verify the correctness of any calculations or details of the proposed technical solutions. The Client is responsible for all data and information provided to the Contractor. 11. The assessment and subsequent acceptance of the individual parts of Work/ Deliverables does not release the Contractor from his liability for the correctness and completeness of the entire Work. 12. Should it be necessary to modify any part of the already accepted Deliverable of the Work in order to meet the parametersexpected of the completed Work, the Contractor undertakes to perform such modifications and accepts that the costs related thereto are included in the Price as agreed in Art. XI par. 1 hereof. This rule shall not apply to requested changes by the Client after conclusion hereof that have not been accepted by the Contractor with potential agreement on price and schedule modification. 13. Each Contractual Party shall bear its expenditures related to their participation in any activities taking place at the other Contractual party’s premises; costs which would however arise due to error, faulty performance or breach of contractual provisions of the Contractual Parties shall be borne by that Contractual Party which caused such breach.   **VIII. TERM – TIME SCHEDULING**   1. The Contractor shall perform the Phase 1 (L1 – E1) of the Work according to the schedule of implementation attached hereto within Annex 3 hereto Contractor´s Bid. If any cirumstances occur during actual performance of the Phase 1 which could not have been reasonably anticipated by the Contractor at the time of bid submission within the Procurement Procedure (mainly based on documentation available at that time) and due to such circumstances it is not practically possible to meet the deadlines given in the Phase 1 schedule of implementation the Contractor is entitled to propose extension of respective deadlines. The Client shall not refuse a proposal where such relevant circumstances are clearly described and their influence on respective deadlines explained.   For each following Phase a final schedule of implementation shall be agreed by the Contractual Parties prior to its execution by the Contractor. The schedule shall comprise all the Deliverables as outlined in the Schedule of Deliverables. The schedule shall be proposed by the Contractor. Any substantial deviations from the Phase 1 (L1 – E1) schedule of implementation included in the Contractor´s Bid shall be justified by the Contractor. By confirming the schedule by the Contractual parties the schedule becomes binding to the Contractor.   1. The Contrartor shall commence work on each specific following Phase not later than 8 weeks from handover of Full Documentation related to the Phase as listed in Annex 5 hereto by the Client (i.e. the D0 deadline Kick off meeting of each following Phase shall be 8 weeks from the Full Documentation handover or sooner if convenient for the Contractor). The Client anticipates that the Full Documentation for the last Phase of the Work will be handed over by the Client to the Contractor within 2,5 years from conclusion of this Contract. The Contractor is not entitled to claim any additional costs related to obligation to perform the Work in Phases unless the latest term for handing over of the Full Documentation for the last Phase of the Work stated in this Article is exceeded or if allowed as described in Article III. 3. 2. Values of Phases of the Work implementation as stipulated hereby or agreed by Contractual Parties reflect/ shall reflect estimated necessary effort of the Contractor for implementing a Phase in comparison with overall effort needed to perform all Phases. If any Phase is not performed by the Contractor under this Contract for the reason that the time limit of 2,5 years as stipulated above is exceeded and the Client does not want or for legal reasons must not accept performance of a Phase for inceased price the Contractual Parties will carry out financial settlement according to art. XVII.3 hereof. For this case the Contractor promises to prepare a calculation of its costs so far incurred during the Work implementation with reasonable level of proving (documenting) them and to stipulate a corresponding percentage of unfinished effort remaining to finish the Work. For purposes of this art. VIII.3 hereof “the Work” equals to its part “The Work: PSI System Implementation Basic Scope”. If sum of already made payments by the Client within the price item “The Work: PSI System Implementation Basic Scope” exceeds percentage of the finished part of the Work the Contractor shall be obliged to return the exceeding part of payments. If the sum of payments is lower than the percentage of finished Work the Client shall be obliged to pay the unpaid part. 3. Subject to the agreement between the Contractor and the Client on specific terms (particularly modified deadlines and payment milestones) work on particular Phase might be commenced by the Contractor also in the case that only incomplete Full Documentation is available. 4. The Technology will be installed and subsequent and related activities will be carried out by the Contractor in certain cases in parallel with installation and testing of technology of ELI Beamlines facility. This fact might influence and/ or temporarily limit access of the Contractor to respective premises of the facility. The Contractor hereby declares that it is aware of this fact and this fact cannot be a reason for any price increase. The Client will inform the Contractor on any avalability of premises constrains with the soonest possible notice. The Client shall organize all activities in its facility in a manner that minimizes impact of parallel acticvities in the facility on the Work performance by the Contractor. If the Contractor is prevented from performing any activity for which it was duly prepared due to reasons described above all deadlines stipulated herein extend accordingly.   **IX. PLACE OF DELIVERY:**  Unless the Contract stipulates otherwise, the place of handover and takeover of the Work or its parts hereof shall be ELI Beamlines research facility, Dolní Břežany, region Prague-West (**“ELI Beamlines Site”**). Unless the Contract stipulates otherwise, the delivery condition is DAP (ELI Beamlines Site) Incoterms 2010. The Work or its part is deemed delivered at the moment of physical delivery to ELI Beamlines Site under condition that no part of the Work has been returned due to apparent defect (“**Delivery**”).  X. **TRANSFER OF OWNERSHIP RIGHTS**  Risk of loss or damage to the Technology shall pass to the Client upon Delivery as defined in Article IX. Title transfers to Client upon the Delivery to Client, except that title to all intellectual property rights associated with the Work remains with Contractor or its suppliers and licensors.  **XI. PRICE OF WORK; INVOICING; PAYMENT; PAYMENT OPTIONS:**   1. The total price of Work has been set forth on the basis of the Contractor’s bid submitted within the Procurement Procedure and is stipulated in **Annex 4** **The Breakdown of Phases and Prices** (hereinafter the "**Price of the Work**"). 2. The price of individual Phases and Deliverables is stated for the purposes of this Contract in integral **Annex 4** hereto (**The breakdown of Phases and Prices**) and Annex 2 hereto (**Schedule of Deliverables**) and the Contractor shall be authorized to invoice the Price of the Work in accordance with the said annexes per individual Phase and individual Deliverable. 3. The Price of the Work shall cover any and all performance provided by the Contractor in order to fulfil all of the Client’s requirements as defined in this Contract to properly execute and deliver the Work hereunder, and includes all costs accrued by the Contractor during the execution of the Work incl. all fees, customs duties and insurance as well, etc. 4. VAT shall be imposed on top of all payments made hereunder according to valid legislation, if applicable. 5. The due date of all invoices issued hereunder shall be thirty (30) days from the date of their delivery to the Client (hereinafter the "**Due Date**"). A payment of the amounts invoiced shall be understood to be effected on the day such are remitted to the bank account of the Contractor. The tax documents – invoices issued by the Contractor hereunder shall in compliance with all applicable legal regulations of the Czech Republic include especially the following data:    1. Commercial name and seat of the Client,    2. Tax identification number of the Client,    3. Commercial name and seat of the Contractor,    4. Tax identification number of the Contractor,    5. Number of the tax document – invoice,    6. Quantity (extent) and nature of performance supplied or services rendered,    7. The date of issue of the tax document – invoice,    8. The day of the supply of goods or services or the date of the payment on account, whichever comes sooner, in so far as they differ from the date of issue of the tax document – invoice,    9. Due Date,    10. The price,    11. Statement that the performance is provided in connection with the “ELI: EXTREME LIGHT INFRASTRUCTURE – phase 2“, Project, Reg. No. CZ.02.1.01/0.0/0.0/15\_008/0000162,   and, furthermore, the tax documents – invoices shall also be in compliance with agreements on avoidance of double taxation, if applicable in particular cases.   1. The Contractor is obliged to issue invoice stipulated herein without delay, after all requirements for particular Deliverable are met. The last invoice of each calendar year must be delivered by the Contractor to the Client´s mail room no later than on December 15 of that calendar year. Should a tax document – invoice not be issued in compliance with payment terms defined herein or should it not meet the statutory requirements, the Client is entitled to return the tax document -invoice back to the Contractor as incomplete, or incorrectly issued, for its correction, or re-issue, within five (5) business days from the date of its delivery to the Client. In such a case, the Client shall not be in default with the remittance of the Price of the Work or any portion thereof, and the Contractor shall issue a corrected invoice with a new identical due date which shall commence to run on the day of delivery of the corrected or re-issued tax document - invoice to the Client. 2. The Client’s invoicing details are given in Art. I hereof. 3. Partly Payment Release Option. In the event that not all of the criteria of a specific Deliverable are met at the given deadlines according to schedule of implementation pursuant to Art. VIII. hereof (with the delay imputable both to the Client or the Contractor), the Contractor shall be nonetheless entitled to submit, at each respective deadline, a payment statement for a (partial) payment of the value of the concerned Deliverable. In case the delay is imputable solely to the Contractor the amount shall or may be limited by the discretion of the Client considering the following criteria: (i) the value of the portions of the Deliverable effectively realised/delivered which meet the agreed requirements (ii) value of the work performed toward completion of the corresponding and/or preceding Deliverables, (iii) plan submitted by the Contractor addressing anticipated completion of the corresponding and/or preceding Deliverables and (iv) risks connected with delay of payment with regards to fulfilling future Deliverables on time. In case the delay is imputable solely to the Client the amount shall or may be limited by the agreement of both parties considering the following criteria: (i) the value of the portions of the Deliverable effectively realised/delivered which meet the requirements agreed (ii) value of the work performed toward completion of the corresponding and/or preceding Deliverables and (iii) risks connected with delay of payment with regards to fulfilling future Deliverables on time. 4. If the Work is being performed in line herewith without substantial breaches hereof by the Contractor and there are no reasons for doubts on continuing of due performance of the Work by the Contractor because of overall approach of the Contractor to the Work performance (presented particularly by due preparation for performance of activities that are to come) and if it might ease and speed up further performance of the Work by the Contractor the Client reserves the right to provide the Contractor with Price of the Work partial instalments sooner than scheduled or in higher amount than stipulated by the Schedule of Deliverables. If the conditions stipulated above are met the Client is entitled to modify the payment schedule included in the Schedule of Deliverables anyhow in favour of the Contractor and to provide it with any prepayment.   **XII. defects removal, WARRANTY, WARRANTY SERVICE:**   1. The Contractor shall provide quality warranty of the Work, Optional Parts and Optional Services for the period of 24 months. The quality warranty for Technology or its parts (finished Phases) starts to run from the date of signature of relevant Validation Report Acceptance Certificate for a specific Phase or 36 months from the date of Delivery whatever occurs first. The quality warranty for Optional Parts starts to run at the date of their Delivery and the quality warranty for Optional Services starts to run at the date of their provision. 2. The Work or its part, any Optional Part or provision of any Optional Service shall be deemed defective if its implementation, provision or result fails to correspond to the requirements defined herein or in relevant legislature or standards referenced to herein. 3. The Contractor shall be liable for any defects of the Work, any of its parts, Optional Parts and Optional Services at the time of its handover or acceptance, as well as for defects that may be discovered during the entire warranty period (quality warranty). 4. The Contractor is not, and will not be, liable for defects attributable to: (a) non compliance with Contractor’s written instructions, (b) unauthorized alterations or repairs, (c) accident, contamination, Client’s abuse or negligence, (d) damage caused by failure of any item or service not supplied by the Contractor. 5. Any requests to remove defects during the warranty period shall be exercised in writing by the Client against the Contractor without undue delay after such were discovered, no later than on the last day of the warranty period (hereinafter the “**Warranty Claim**”). Warranty Claim transmitted by the Client even on the last day of the warranty period shall be deemed to have been exercised on time. 6. The Contractor shall review all submitted Warranty Claims, notify the Client whether he recognizes the claim, and inform the Client in writing or by e-mail on the deadline for the removal of the defect as soon as practically possible after the date on which the claim was delivered to him by the Client. Warranty satisfaction is available only if (a) Contractor is provided prompt written notice of the warranty claim, and (b) Contractor’s examination discloses that any alleged defect has not been caused by misuse, neglect, improper installation (i.e. not in line with written instructions provided by the Contractor), operation, maintenance, repair, alteration, or modification by other than Contractor, accident, or unusual deterioration or degradation of the Work or parts thereof or Optional Parts due to physical environment or electrical or electromagnetic noise environment, other than as defined in the Technical specification. 7. The Contractor undertakes to remedy any claimed defects on the Work or its parts or other warrantied items free of charge and without undue delay. Remedies under this warranty will be limited to, at Contractor’s discretion, replacement, repair, re-performance, modification, or issuance of a credit for the purchase price of the Technology involved, but only after Contractor’s receipt of Client’s written notification of non-conforming Work or any other warrantied item and the return of products pursuant to Contractor’s instructions if a tangible item is concerned. Replacement products, at Contractor’s discretion, may be new, remanufactured, refurbished, or reconditioned. If the repair, re-performance, or replacement does not cure the defective performance, Client may request emergency on-site service, which will be at Contractor’s expense (consisting of time, travel, and expenses incurred by Contractor related to such services). If the defective performance is not due to warranted defects in the Work or Technology, the on-site service will be at Client’s expense. On-site warranty services performed at Contractor expense shall not include removal or reinstallation costs related to large-scale assemblies such as motors or transformers. 8. The Parties shall agree in writing the maximum period for removal of a defect as soon as practically possible, with regards of the character of the defect. 9. The Contractor shall be obliged to remove defects also in instances when the Contractor is of the opinion that he is not liable for such defects. 10. Cost accrued in connection with the removal of defects in these disputable cases shall be borne by the Client until such dispute is resolved. 11. Removal/remedy of claimed defect shall be subject to a protocol in which the Contractual Parties confirm the defect’s removal. The warranty period shall extend by the period that passed between the claim notification and removal of the defect except for cases where the Client was not anyhow prevented from using the Technology or its part or any Optional part for its intended use. Repaired or replacement Products provided pursuant to this Article XII. are similarly warranted for the longer period of 12 months from date of Delivery or the remainder of the original warranty term. 12. Acts of the Contractual Parties shall constitute claims under this Article if made in writing or by electronic means of communication by one of the representatives of the Contractual Parties pursuant to Art. XVIII par. 1 and 2 hereof and delivered to the address of the other Contractual Party pursuant to Art. I or Art. XVIII. par. 1 or 2 hereof. 13. The Contractor shall not be obligated to accept any part of Technology delivered hereunder for repair or replacement until it has been decontaminated or deactivated at expense of the Client. The Contractor shall not be liable for any loss or damage to the Technology incurred as a result of contamination and activation (including any loss or damage occasioned by Contractor's rejection of any such part of Technology that has been delivered to the Contractor for repair, replacement, and warranty service). The Client shall indemnify and save harmless the Contractor against all damage incurred as a result of returning contaminated or activated part of Technology to the Contractor for repair or replacement. The Client complies to its obligations stipulated herein if any part of Technology is delivered or returned to the Contractor decontaminated or with activity below exemption levels according to the valid and applicable legal regulation. 14. The Contractual Parties acknowledge that (i) Contractor products are standard commercial items and that Technology may contain individual components that may have been obtained from multiple component vendors, and (ii) all Technology sold or licensed hereunder are not intended to be used, nor should they be used in any nuclear-related application as a "Basic Component" as defined under United States nuclear regulations or under similar nuclear laws and regulations of any other country or otherwise. 15. The Contractual Parties agree that the Client shall be solely responsible for performance of all analyses, tests, conditioning, documentation and any other special processes required to qualify commercial grade items for any nuclear application requirements in line with applicable laws and regulations.   **XIII. INTELECTUAL PROPERTY RIGHTS**   1. The Contractor, while performing the Work in the accordance herewith shall not act in a breach of the rights of third parties, arising to such third parties from intellectual property rights, namely author’s rights pursuant to Act. No. 121/2000 Coll., on Copyrights, Rights Related to Copyright and on amendment of certain other Acts, as amended (hereinafter referred to as the “**Copyright Act**”) and from industrial rights pursuant to dedicated legislation of the Czech Republic and of other states as well as from International treaties on intellectual property rights protection. 2. In the event that in the connection with the execution of this Contract the Work as a whole or any its part shall constitute a copyrighted work within the meaning of the Copyright Act, the Contractor grants to the Client by signing of this Contract a nonexclusive, non-transferable, royalty-free licence to use the copyrighted work (or any of its parts), to which the Contractor undertook on the basis thereof and which is or will be protected by the Copyright Act, solely in conjunction with the Work for the implementation and operation of international research centerELI-Beamlineswithout the right to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the copyrighted work (except for modifications of Application Software as set forth below). Ownership of the respective Contractor or third-party copyrighted work shall remain with Contractor or the third party. 3. Software comprised of firmware or standard software (including, but not limited to packaged software, Contractor’s preexisting templates, models and library files, and commercially available software) (collectively “**Standard Software**”) is subject to Client’s acceptance of additional terms and conditions set forth in separate Contractor or third-party click-wrap license agreements provided with such Standard Software. Such terms and conditions shall be the exclusive terms and conditions (except for as defined herein) applicable to such Standard Software. The terms of the license are further governed by the Standard License Terms of the Contractor as included in the Contractor´s Bid unless they are in a conflict with provisions of this Contract in which case the provisions of this Contract shall prevail. 4. Contractor hereby grants to Client a non-exclusive, non-transferable (except as stated in this Agreement) license to modify and use solely in conjunction with the Work all documentation and any Application Software created by Contractor as specified in the Contract. Application Software includes application project files for control programming, design, configuration, and visualization in source code and/or scripting code created by Contractor under the Contract for operational use with Contractor’s Standard Software or the Client’s system as specified in the Contract. Client is solely responsible for its modifications to documentation and Application Software. Except for any Client or third-party confidential information, Contractor retains all right, title, and interest to documentation and Application Software developed by Contractor. Client shall not sublicense or assign the documentation or the Application Software except to a customer who purchases the Work from Client. Client may make an additional archival copy of such documentation and Application Software for backup. 5. In the event that the execution of this Contract will result into Work or any part thereof, which the Contractor is entitled to register or has already registered through any form of industrial rights (i.e. trademark, patent or invention, utility or industrial design etc.) protected according to the valid legal regulation in the Czech Republic or in another country, or international or supra-national body, the Contractor shall grant the Client a non-exclusive, non-transferable, royalty-free license to use the Work for the purposes of the ELI-Beamlines Project (i.e. for the implementation and operation of international research centerELI-Beamlines) on the territory of the entire World. 6. For avoidance of doubt any license granted hereby or under hereof shall comprise the right to use for the purpose as defined in the Contract and connected with ELI-Beamlines Project implementation, which is to build the international research facility, with its future operation, for the purpose of maintenance of the Technology by the Client or any third party and for the purpose of its further development by the Client or any third party. 7. The Contractor hereby grants to the Client the consent with provision of rights constituting a licence hereof on need to know basis to a third party, i.e. a sub-licence with respect to its main scope of activities and/or the operation of international research center ELI-Beamlines. 8. The intellectual property rights defined in the granted licenses according to Art. XIII shall pass to the legal successor of the Client or operator of the ELI-Beamlines Infrastructure. 9. Each party shall own all right, title, and interest in all patents, trademarks, copyrights, confidential information, trade secrets, mask rights, and other intellectual property rights as it owned on the date of this Contract. Except as expressly set forth in this Contract, no license under any patents, trademarks, copyrights, confidential information, trade secrets, mask rights, or other intellectual property rights is granted or implied by either party. 10. The Contractor will pay costs and damages finally awarded in any suit against the Client to the extent based on a finding that the design or completion of any part of the Work or Optional Parts infringe any patent, utility model, copyright or trademark granted with validity for the territory of the Czech Republic, provided that the Client: (i) promptly informs the Contractor of the alleged infringement in writing, (ii) provides the Contractor the exclusive right to defend and settle the suit, at the Contractor’s expense, and (iii) provides all reasonable information and assistance requested for the defense. The Contractor shall have no liability for any infringement that is based upon or arises out of: (a) compliance with Client’s instructions, specifications or designs, (b) use of Work in a Client or third-party process, or (c) combinations with other equipment, software or materials not supplied by the Contractor. 11. All rules covering the Work or its parts stipulated by this Art. XIII shall apply correspondingly also to supplying Optional Parts and provision of Optional Services.   **XIV. PUBLICITY**  Client agrees that Contractor may disclose in the ordinary course of business Client’s name and logo on the Contractor’s customer list and website. For the work performed pursuant to this Contract, Client consents to Contractor’s desire to publicize the award of this Contract by creating a brief success story identifying the type of work performed, the Contractor products and services used, location, industry and customer’s name for marketing purposes only.  **XV. RIGHTS AND OBLIGATIONS OF THE CONTRACTUAL PARTIES**   1. The Contractor shall fulfil all of its covenants entered into hereunder with professional care, at its own cost and risk, and to observe the deadlines as agreed according to Art. VIII, for the Price of the Work set forth in Art. XI. hereof subject to other contractual provisions. 2. The Client shall deliver to the Contractor any and all source documents, materials or other information, which are necessary for the execution of the Work and which the Contractor can reasonably request from the Client under the condition that the Contractor raised any such requirements with sufficient advance ensuring fulfilment of the deadlines for delivery of the Work as defined herein. 3. Should the Client be in delay with fulfilment of his obligations under this Contract necessary for fulfilment of the Contractor’s obligations within deadlines for performing of the Work as defined herein, such deadlines shall be extended by the duration of the Client’s delay. 4. The Contractor shall be obliged to take into account, in the execution of the Work hereunder, all requirements of the Client as defined in the Contract that are aimed at achieving the highest quality of the objectives hereof, unless such are contrary to the law or this Contract. 5. Under the terms and conditions of this Contract and in the accordance with instructions issued by the Client, the Contractor, using all necessary professional care, shall cooperate during financial inspections carried out in accordance with Act No. 320/2001 Coll., on Financial Inspections, as amended, i.e. to allow the Managing Authority of the OP RDE (hereinafter the “**Sponsor**”) or any other auditing bodies to access also those portions of the tender (bid) submitted within the Procurement Procedure, the Contract, Orders and related documents which may be protected by special legal regulation, given that all requirements set forth by legal regulation with respect to the manner of executing such inspections will have been observed. 6. The Contractor is fully responsible for damage caused by his subcontractors to the Client, subject to provisions of Art. XVI. hereof. 7. The Contractor shall use for the Work performance persons/ experts which he presented to the Client within the Procurement Procedure in order to prove qualification prerequisites and to get additional points within evaluation of bids. The Contractor is entitled to substitute any such person only in the case it is prevented from using it by objective reasons independent of its will (e.g. termination of employment, illness, other objective obstacles irremovable without unproportional effort). Any substitute person shall possess equal or better level of experience to the one demonstrated by the Contractor in the Procurement Procedure and the experience shall be proven to the Client similarly as stipulated by the tender documentation for the Procurement Procedure. The Client is not obliged to accept any Deliverable for which work of such persons is needed if such persons or adequate substitutes are not involved. The persons/ experts are listed in **Annex No 3** hereto.   **XVI. LIABILITY, SANCTIONS**   1. In the case the Contractor is in delay with due completing Deliverables D3 Design of the PSI system or D7 Validation of already installed system Phases the Contractor is obliged to pay to the Client contractual penalty in the amount of 0,03% from the value of the respective Phase without VAT for each completed day of delay. 2. In the case the Contractor is in delay with provision of Optional Services or Optional Parts within the period under Art. V hereof, the Contractor shall be obliged to pay contractual penalty in the amount of 20 EUR for each completed day of delay. 3. In the case the Contractor fails to remove any warranty-claimed defect of the Work or any part thereof which prevents the Client from using the Technology for its intended use within the period stipulated by Art. XII the Contractor shall be obliged to pay contractual penalty in the amount of 50 EUR for each case of breach of such obligation for each completed day of delay. 4. The total amount of contractual penalties that the Client is entitled to impose under this Contract is limited to 5 % of the Price of the Work. 5. The Client is entitled to offset any of its claims to contractual penalty in accordance with this Art. XVI hereof against any claims of the Contractor to payment of any part of the price in accordance herewith. 6. In the case the Client is in delay with due payments for the Deliverables as defined in this Contract, the Client is obliged to pay to the Contractor interest for delay in the amount of 0,03% from the unpaid price of Deliverable with which it is in delay for each completed day of delay. 7. The parties agreed that the contractual penalty paid in accordance with this Art XVI hereof is the sole remedy of claiming party for the damages caused by the delay that is subject of the penalty. 8. To the fullest extent permitted by applicable law, neither Contractual Party shall be liable to the other party for any business interruption or loss of profit, revenue, materials, anticipated savings, data, contract, goodwill, or the like (whether direct or indirect in nature) or for any other form of incidental, indirect or consequential damages of any kind. Except for indemnity obligations for personal injury to the fullest extent permitted by applicable law, each Contractual Party’s maximum cumulative liability relative to all other claims and liabilities, including obligations under any indemnity, whether or not insured, will not exceed Price of Work without VAT. The Contractor disclaims all liability relative to gratuitous information or assistance provided by but not required of the Contractor by the Contract. Any action by either Contractual Party must be brought within 18 months after the cause of action accrues. These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort (including negligence and strict liability) or otherwise. Each provision of this Contract that provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision. This provision extends to the benefit of the Contractor’s parent, subsidiaries, affiliates, vendors, appointed distributors, and other authorized resellers as third-party beneficiaries.   **XVII. TERMINATION AND SUSPENSION OF THE CONTRACT, VIS MAJOR:**   1. This Contract may be terminated by its fulfilment / completion, by agreement of the Contractual Parties or by withdrawal from the Contract for reasons specified in law or in this Contract. 2. The Client shall be entitled to withdraw from the Contract without any sanction should any of the below specified events occur:    1. any expenditure or any part thereof, which may arise on basis of this Contract, are declared by the Sponsor or other controlling body to be ineligible, or    2. the Client’s financial support (aid) provided toward implementation of the ELI-Beamlines Projects is withdrawn;    3. The Contractor at least two times substantially breached any conditions stated by this Contract and the Contractor does not remedy such breach in additional 30-days period (unless another time period for remedy has been agreed in writing) despite the written notice of the Client about such breach and intent of Contract termination; or    4. The Technology during acceptance procedure pursuant to Art. VII par. 5 hereof within the testing phase does not fulfil requirements of the Client on the Technology defined in the Technical specification, even after three repetitions. 3. In case of termination of the Contract due to reasons given on the side of the Client, the Contractor shall be eligible for payment for the actually executed part of the Work delivered to the Client or performed by the Contractor and any additional documented costs of termination, if such had been executed in accordance with the terms and conditions hereof. 4. In case of termination of this Contract for reasons on the side of the Contractor by the Client, the Client within its own discretion might opt to pay to the Contractor the payment for the actually executed part of the Work delivered to the Client or performed by the Contractor in the extent it has been executed in accordance with the terms and conditions hereof. 5. Material, components, rights and any other values, whose price was paid for by the Client to the Contractor according to par. 3 and 4 of this Article, shall pass, by payment, into the ownership of the Client (except for any intellectual property rights) and the Contractor shall be obliged to allow the Client to dispose with such accordingly. The risk of damage shall pass to the Client upon handover. 6. The act of withdrawal from the Contract shall become effective on the day of delivery of the notification in writing from one Contractual Party. 7. Circumstances precluding liability shall be deemed to have been constituted by such circumstances / obstacles which arose independently of the will of the obliged Contractual Party, and which prevent fulfilment of that Contractual Party’s obligation, provided that it could not be reasonably expected that the obliged Contractual Party could overcome or avert this obstacle or its consequences, and furthermore that such Contractual Party could foresee such obstacle when it entered into the respective covenants (hereinafter “**Vis major**”). Liability cannot be precluded by obstacles that arose only after the obliged Contractual Party was in default with fulfilment of its obligations, or which arose in connection with its economic situation. The effects precluding liability shall be limited to the period during which the obstacles causing these effects persist. 8. Should a situation occur, which a Contractual Party could reasonably consider to constitute Vis major, and which could affect fulfilment of its obligations hereunder, such Contractual Party shall immediately notify the other Contractual party and attempt to continue in its performance hereunder in a reasonable degree. Simultaneously, such Contractual Party shall inform the other of any and all its proposals, including alternative modes of performance, however, without consent of the other Contractual Party, it shall not proceed to effect such alternative performance. If performance is so delayed longer than 1 year, either Party can terminate the Contract with notice. 9. If a situation constituting Vis major occurs, the deadlines imposed hereunder shall be extended by the period of the duration of the said Vis major event. 10. If Client, its employees, affiliates, other contractors to Client, or any other party within Client’s reasonable control causes the delivery, installation, or acceptance of the Work to be delayed beyond the time period set forth in the Contract, or if Client materially fails to fulfill any condition of the terms of this Contract, Contractor may elect to (a) withhold deliveries and suspend performing the Work, or (b) place the Technology in storage at Client's risk and cost. If such delay or other non-fulfillment is not rectified by Client within a reasonable time upon notice, Contractor may terminate this Contract, and Client shall pay all costs of termination upon submission of Contractor's invoices. 11. Except as set forth in the Contract, Client may, by providing prior written notice, request that Contractor temporarily suspend performance and delivery of the Work, in whole or in part. The notice shall specify the portion of the Work to be suspended, the effective date of suspension, Client’s anticipated duration of suspension, and the reasons for the suspension. Contractor shall suspend Work as requested, except as necessary for the care or preservation of Work previously executed as agreed between the Contractual parties. On or before the date the suspension begins, Client must pay Contractor the unpaid balance of the portion of the Work previously executed plus any additional costs incurred by Contractor as a result of the suspension. Contractor shall resume the suspended Work performance after a change order is executed covering adjustments to the price, schedule, and any other affected terms or conditions resulting from the suspension. Unless otherwise agreed, the maximum cumulative period for suspension (grace period) is 6 months. Upon expiration of this or any shorter period agreed upon as provided above, Contractor may terminate this Contract, and Client shall pay all costs of cancellation upon submission of Contractor's invoices.   **XVIII. REPRESENTATIVES, NOTICES:**   1. The Client has appointed the following representatives responsible for the management and performance of the Work hereunder and communication with the Contractor:   In technical matters:  Petr Procházka, biosafety officer and safety expert  E-mail: [Petr.Prochazka@eli-beams.eu](mailto:Petr.Prochazka@eli-beams.eu)  Tel.: +420266051237   1. The Contractor has appointed the following representatives responsible for communication with the Client for the purposes of realization of the Work:   In technical matters:  Stephan Richter, project manager  srichter@ra.rockwell.com  Tel.: + 49 151 58957 187   1. Any and all notices transmitted between the Contractual Parties hereunder must be made in writing and delivered to the other Contractual Party by an internationally recognized courier service (Federal Express, DHL, etc.), delivered in person (with a written confirmation of receipt), by a registered letter or in the form of electronic communication carrying electronic signature sent to [epodatelna@fzu.cz](mailto:epodatelna@fzu.cz) for the Client and to [srichter@ra.rockwell.com](mailto:srichter@ra.rockwell.com) for the Contractor. 2. In expert or technical matters (matters related to preliminary assessment of the delivery of Work, Warranty Claims, etc.) electronic communication will be acceptable between the appointed representatives for technical matters to e-mail addresses as provided in par. 2 here above.   **XIX. DISPUTES, INDEMNITY:**   1. This Contract and any and all legal relations arising herefrom shall be governed by the laws and regulations of the Czech Republic. 2. The Contractual Parties acknowledge and recognize that areas not explicitly regulated hereby shall be regulated mainly by the respective provisions of the Civil Code (Czech Act. No. 89/2012 Coll.). 3. Any and all disputes arising in connection herewith shall be resolved by the Contractual Parties by negotiations. In cases where a dispute cannot be resolved by negotiation within sixty (60) days, such a dispute shall be decided upon a motion of one of the Contractual Parties by a competent court in the Czech Republic. 4. The Contractor agrees to indemnify the Client from any suit or proceeding by third parties (which are not the Contractor’s employees) for damage to third-party tangible property and for bodily injury to the percentage extent directly caused by the Contractor’s negligence in the performance of this Contract. This indemnity is contingent upon the Client giving the Contractor prompt notice of any such suit or proceeding and all necessary information and assistance so that the Contractor may defend or settle such claim and provided the Client does not take any adverse position in connection with such claim. If any such damage or injury is caused by the joint or concurrent negligence of the Contractor and the Client, or any agent, subcontractor, or supplier to Client, each party shall pay for its own defence, and the liability of each party shall be borne in proportion to the party’s negligence.   **XX. INSURANCE:**  The Contractor declares that it is adequately insured for the liability in respect of compensation for damages in connection with the performance of this Contract with coverage in the amount of at least the Price of Work. The Contractor shall maintain in force insurance contracts, as stated in first sentence hereof from the date of execution of this Contract and for at least four (4) years after completion of the Work. The Contractor shall submit to the Client the insurance certificate/proof of insurance at his request. Failure to submit an insurance certificate/proof of insurance is a material breach of the Contract and the Client is entitled to cancel the Contract.  **XXI. EXPORT CONTROL**  Technology and associated materials supplied or licensed hereunder may be subject to various export laws and regulations. It is the responsibility of the exporter to comply with all such laws and regulations. Notwithstanding any other provision to the contrary, if U.S. or local law requires export authorization for the export or re-export of any Technology or associated technology, no delivery can be made until such export authorization is obtained, regardless of any otherwise promised delivery date, and Contractor will be relieved of any obligation relative to the delivery of the Technology or Work subject to such delayed authorization without liability of any kind to Client or any other party. Further, if any required export authorization is denied, Contractor will be relieved of any further obligation relative to the sale and/or license and delivery of the Technology or Work subject to such denial without liability of any kind to Client or any other party. Contractor will not comply with boycott related requests except to the extent permitted by local and U.S. law and then only at Contractor’s discretion.  **XXII. CONFIDENTIALITY**   1. During the term of this Contract and for a period of three years thereafter, each party will maintain in strict confidence all technical and business data and information disclosed by one party to the other that is marked "Confidential” and will not use or reveal such information without the prior written authorization of the other. 2. “Recipient” and “Discloser” shall refer to Client and Contractor in their respective roles as both recipient and discloser of Confidential Information under this Contracts. 3. The obligations of confidentiality and non-use will not apply to information (i) that is published or becomes part of the public domain other than by means of a breach of this Contract; (ii) that the Recipient can prove by written documentation was known to it prior to disclosure by the Discloser; (iii) that the Recipient subsequently rightfully receives from a third party without an obligation of confidentiality; or (iv) that was independently developed by the Recipient. 4. The Recipient shall not use or disclose any Confidential information, except as expressly authorized by this Contract, and shall protect all such Confidential information using the same degree of care which Recipient uses with respect to its own similar proprietary information, but in no event with safeguards less than a reasonably prudent business would exercise under similar circumstances. Recipient shall take prompt and appropriate action to prevent unauthorized use or disclosure of the Confidential Information. 5. If any Confidential information must be disclosed to any third party by reason of legal, accounting or regulatory requirements beyond the reasonable control of the Recipient, the Recipient shall promptly notify the Discloser of the order or request and permit the Discloser (at its own expense) to seek an appropriate protective order.   **XXIII. SITE RULES, LICENSES, PERMITS, SITE PREPARATION**   1. Contractor agrees to comply with all applicable posted site rules of Client (unless inconsistent with the obligations set forth in the Contract) and any additional Client’s site rules that have been incorporated into the Contract. 2. Client is responsible for:   (a) all licenses, permits, clearances, and site access rights;  (b) all sites being ready and equipped with all necessary Client furnished equipment and facilities;  (c) the sites, including any required Client fixtures or facilities being safe, hazard free, structurally sound, and sufficient;  (d) reasonable access to the worksite;  (e) properly using, calibrating operating, monitoring and maintaining the Work consistent with all Contractor or third-party provided instructions, warnings, recommendations and documentation.  **XXIV. CHANGES**   1. Any change resulting from any of the following circumstances is subject to equitable adjustments to price, scheduling, and other affected terms and conditions:   (a) Client requested order changes, including those affecting the identity, scope, and delivery of the Work or Technology;  (b) Concealed or otherwise unknown physical conditions differing materially from those indicated or anticipated in the Contract or that otherwise differ materially from those ordinarily found under similar circumstances;  (c) Any delays caused by Client, its employees, affiliates, other contractors to Client, or any other party within Client’s reasonable control;  (d) Any emergency endangering persons or property. In such circumstances, Contractor may act at its discretion to prevent damage, injury, or loss.   1. All changes, except actions necessitated by emergencies as provided in (d) above, must be executed by a written change order signed by both parties or otherwise definitively authorized by both parties. Contractor will not begin work on a change until such change order is properly authorized. All claims relating to a change must be made within a reasonable time after the occurrence giving rise to the claim. If the parties cannot agree on a change in pricing or schedule, it will be resolved pursuant to Section XIX, Disputes. 2. Contractor reserves the right to substitute using the latest superseding revision or series or equivalent product having comparable form, fit, and function, and such substitutions shall not be considered changes subject to the other terms of this section.   **XV. CONCLUDING AND OTHER COVENANTS:**   1. Unless expressly stipulated othervise hereby, this Contract with all annexes represents a complete agreement between the Client and the Contractor. 2. In the event that any of the provisions of this Contract shall later be shown or determined to be invalid, putative, ineffective or unenforceable, then such invalidity, putativeness, ineffectiveness or unenforceability shall not cause the invalidity, putativeness, ineffectiveness, or unenforceability of the Contract as a whole. In such event the Contractual Parties undertake without any undue delay to subsequently clarify any such provision using Sec 553 (2) of the Civil Code, or to replace after mutual agreement such invalid, putative, ineffective or unenforceable provision of the Contract by a new provision, that in the extent permitted by the laws and regulations of the Czech Republic, relates as closely as possible to the intentions of the Contractual Parties to the Contract at the time of creation hereof. 3. This Contract becomes valid on the date of its signature by the authorized representatives of both Contractual Parties and comes into effect upon its publication in accordance with the respective Czech legislature. 4. This Contract may be amended or modified exclusively in the form of written and numbered amendments specifying the time and place thereof, and signed by the authorized representatives of the Contractual Parties. The Contractual parties expressly reject, within the bounds of Sec 564 of the Civil Code, modification of the Contract in any other manner. 5. This Contract was made out in four (4) counterparts, each having the force of original. Each Contractual Party shall receive two (2) counterparts. 6. The Annexes listed below form an integral part of this Contract:   Annex 1: Technical specification  Annex 2: Schedule of Deliverables  Annex 3: Contractor´s Bid  Annex 4: The Breakdown of Phases and Prices  Annex 5: Full Documentation   1. By attaching their signature hereto the Contractual Parties express their consent with the content hereof in its entirety.   In Prague on \_\_\_\_\_\_\_\_\_\_\_\_, 2017 In \_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_, 2017  On behalf of the Client: On behalf of the Contractor:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  RNDr. Michael Prouza, PhD., the director Ing. Peter Rožek, Proxy | |
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**Annex 1: Technical Specification**

**Annex 2: Schedule of Deliverables**

**Annex 3: Contractor´s Bid**

**Annex 4: The Breakdown of Phases and Prices**

**Part A: The Breakdown of Phases**

Implementation of the personal interlock system (the Technology) shall be carried out in the following Phases:

**Phase 1: E1 - L1**

**Description:** Implementation of the Technology for E1 experimental hall including experimental equipment deployed therein and interfaces; the Phase includes necessary common parts of the whole Technology

**Value:** 40 % of the item “The Work: PSI system implementation Basic Scope” of the Price of the Work

**Phase 2: Remaining parts of the Technology implementation**

**Description:** Implementation of the Technology for remaining premises and technological equipment within ELI Beamlines facility

**Value:** 60% of the item “The Work: PSI system implementation Basic Scope” of the Price of the Work

**Part B: Prices**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No** | **Item** | **Unit price in EUR excl VAT** | **Number of units** | **Price per item in EUR excl. VAT** | |
| **Price of the Work** (art. XI.1 of the Contract for Work) | | | | | | | |
| 1 | The Work (as defined in art. III.1 . of the Contract for Work): PSI System Implementation Basic Scope | 1 231 074,00 EUR | 1 | (vypuštěno) EUR | |
| 2 | The Work: Critical parts on-site availability service (1 year) | 4 137,00 EUR | 2 | (vypuštěno) EUR | |
| 3 | The Work: Remote support services (1 year) | 3 251,00 EUR | 2 | (vypuštěno) EUR | |
| 4 | The work: Technical emergency support - 48 hours (1 year) | 5 796,00 EUR | 2 | (vypuštěno) EUR | |
| **Optional Performance - Option 2: Optional services** (art. III.5 of the Contract for Work) | | | | | | | |
| 5 | Functinal safety analyst (one hour of work) | 162,00 EUR | 30 | (vypuštěno) EUR | |
| 6 | Solution Architect (one hour of work) | 152,00 EUR | 30 | (vypuštěno) EUR | |
| 7 | Safety Engineer (one hour of work) | 51,00 EUR | 30 | (vypuštěno) EUR | |
| **Optional Performance - Option 3: E2 hall PSI system extension to full scope** (art. III.6 of the Contract for Work) | | | | | | | |
| 8 | E2 hall PSI system extension to full scope | 63 200,00 EUR | 1 | (vypuštěno) EUR | |
| 9 | **Total Bid Price** | | | | **1 331 592,00 EUR** | |

**Annex 5: Full Documentation**

# **Purpose**

The main aim of this Annex is to specify the documentation needed to start each particular Phase of the Work. This documentation is especially fundamental to begin the risk assessment studies and start works on design of the PSI system.

# **List of the REQUIRED DOCUMENTATION**

## 2.1 GENERAL

Following information is necessary (at minimum) to perform an effective risk analysis study:

* Details of design intent including design descriptions, design features, functional and environmental specifications;
* Operating philosophy description, facility usage or estimated duty cycle, shift patterns and room occupancy during setting up and making safe;
* Physical facility layout diagrams or plans;
* Physical layouts and electrical schematics of control systems, schematics of utilities, electrical, pneumatic or hydraulic power supplies;
* Details of safeguards including physical barriers, mechanical protective systems, third-party systems such as F&G, radiation detection, CCTV etc.,
* Maintenance philosophy, expected scheduled maintenance requirements.

The information mentioned above will be handed over to the Contractor for each particular Phase and in the form of internal technical documentation.

## 2.2 PHASE 1: L1-E1

### Following documentation will be handed over for Phase 1:

* + Details of design intent including design descriptions, design features, functional and environmental specifications:
    - Technical documentation of the building and its infrastructure (“Building Documentation”),
    - FZÚ Specification,
    - Design documents of experimental stations (at minimum PXS, HHG, SRS, Ellipsometer, and possibly other relevant),
    - Design document of L1-E1 beam transport system including vacuum and electrical schemes, and process diagrams.
    - Scheme of L1 Laser Safety System,
    - Technical documentation of Astrella laser system,
    - Design documentation of Monitoring System including gas monitoring system.
  + Operating philosophy description, facility usage or estimated duty cycle, shift patterns and room occupancy during setting up and making safe:
    - Operational plan for E1,
    - Operational manual for L1,
    - User’s manual for Astrella laser.
  + Physical facility layout diagrams or plans:
    - Building documentation (E1 hall and related section),
    - Arrangement of the technology in E1 hall.
  + Physical layouts and electrical schematics of control systems, schematics of utilities, electrical, pneumatic or hydraulic power supplies:
    - Building documentation,
    - Control system concepts.
  + Details of safeguards including physical barriers, mechanical protective systems, third-party systems such as F&G, radiation detection, CCTV etc.:
    - Building documentation,
    - Design of Monitoring System including gas monitoring.
  + Maintenance philosophy, expected scheduled maintenance requirements:
    - Operational plan for E1,
    - Facility maintenance scheme.

## 2.3 OTHER PHASES

### Following documentation will be handed over for each further Phase:

* + Details of design intent including design descriptions, design features, functional and environmental specifications;
  + Operating philosophy description, facility usage or estimated duty cycle, shift patterns and room occupancy during setting up and making safe;
  + Physical facility layout diagrams or plans;
  + Physical layouts and electrical schematics of control systems, schematics of utilities, electrical, pneumatic or hydraulic power supplies;
  + Details of safeguards including physical barriers, mechanical protective systems, third-party systems such as F&G, radiation detection, CCTV etc.,
  + Maintenance philosophy, expected scheduled maintenance requirements.

## 2.4 OTHER DOCUMENTATION

Other documentation can be handed over upon request and based on the mutual agreement between the Client and the Contractor. Such documentation can be supplied within the realization of the project.