*Bidder shal ladd relevant data marked with „ADD“ to the Contract for work*

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| Contract for Work **“ TP14\_143 Vacuum components branch from L1 to E1 including supporting frames** (**TP14\_143 Vakuové komponenty z L1 do E1 včetně podpůrných konstrukcí)”**  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: prof. Jan Řídký, DrSc. - Director  Registered in the public research institutions registry maintained by the Ministry of Education, Youth and Sports of the Czech Republic,  Banking details:  Československá obchodní banka, a.s.,  Account No.: 2106551053/2700  ID No.: 68378271  VAT No.: CZ68378271  (hereinafter the "**Client**" or “**Contracting Authority**” or the “**Customer**”)  and  2. Contractor:  **[ADD],**  with its registered office at **[ADD]**,  registered in **[ADD]**,  represented by **[ADD]**, function/acting as **[ADD]**,  Bank: **[ADD]**  Account number registered with the tax administrator (only applicable if Seller is domiciled in CZ): **[ADD]**  Id. No.: **[ADD]**  Tax Id. No.: **[ADD]**  (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”, Reg. No. CZ.1.05/1.1.00/02.0061, granted within the framework of the Operational Program Research and Development for Innovation (“OP RDI”), Priority Axis I European Centers of Excellence, Area of Intervention 1.1. European Centers of Excellence (hereinafter the “**ELI-Beamlines Project**”). 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 and in the documents related to these decisions. At the same time, the ELI-Beamlines Project forms an integral part of the Czech roadmap of large infrastructures for research, development and innovations, approved by the Government of the Czech Republic. 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. In order to successfully implement the ELI-Beamlines Project it will be necessary to execute certain work according to this Contract. The executed work shall form an integral part of the infrastructure for research, development and innovations of ELI-Beamlines in Dolní Břežany (hereinafter the “**ELI-Beamlines Infrastructure**” or “**ELI-Beamlines research centre**”) and shall be further used to implement research projects in the area of interaction of highly intensive laser radiation with materials. 5. The Contractor was selected as the winner of a public procurement procedure announced by the Client in accordance with Sec. 27 Act No. 137/2006 Coll., on Public Procurement, as amended, for the public contract called **“ TP14\_143 Vacuum components branch from L1 to E1 including supporting frames** (**TP14\_143 Vakuové komponenty z L1 do E1 včetně podpůrných konstrukcí))”** (hereinafter the “**Procurement Procedure**”) and preliminary published (preliminary information notice) in the Official Journal of the European Union under the evidence number of the Procurement Procedure 7501021097023. 6. The Contractor acknowledges that the Client considers the Contractor’s participation in the Procedure, provided that the Contractor complies with all qualification requirements, 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. 7. The Contractor acknowledges 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. 8. The documentation necessary for the execution of work consists of following annexes:    1. Scope of Work, which forms an integral Annex No. 1 hereof and contains the detailed description of the subject of delivery pursuant hereof (hereinafter the “**Annex 1**” or the “**Scope of Work**”) including a set of partial deliverables of the Work (hereinafter individually the “**Deliverable*”***) and its parts (hereinafter each separately „**part of Deliverable**“);    2. Technical specifications for the Contract form an integral part hereof as its Annex No. 2 (hereinafter the “**Annex 2**” or “**Technical specification**” or “**RSD**”) and the part of Technical specification containing conceptual design of Devices hereof as the “**Conceptual design**”. This Technical specification also formed a part of the tender documentation for the Procurement Procedure in the form of Annex No.3;    3. Schedule of Deliverables, which forms an integral Annex No. 3 hereof (hereinafter the “**Annex 3**” or the “**Schedule of Deliverables**”) and contains the schedule of delivery of Deliverables and its parts hereof;    4. The Contractor’s bid submitted for the Procurement Procedure in its parts which describes the work in technical detail (hereinafter the “**Contractor´s Bid**”); the Contractor’s Bid forms Annex No. 4 (hereinafter the ”**Annex 4**”)to this Contract and an integral part hereof.    5. Verification plans of Devices pursuant to Art. V par. 4 hereof, which becomes integral Annex No. 5 hereto (hereinafter the “**Annex 5**” or the “**Verification plan**”);    6. The breakdown of the Price of Work and Payments Schedule, which forms an integral Annex No. 6 hereof (hereinafter the “**Annex 6**” or “**The breakdown of the Price of Work and Payments Schedule**”) and contains the price of individual performances hereof. 9. The Contractor declares that he possesses all professional qualifications to execute the work therefore he is authorized to carry out activities foreseen hereunder, andthere are no obstacles on his part that would prevent him from executing the work contracted hereunder. 10. The Contractor is fully aware that the deadlines for the execution of the work or its partsare 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. The Client has notified the Contractor what are the tie-in projects’ deadlines specified hereunder in connection with the ELI-Beamlines Project deadlines – see [www.eli-beams.eu](http://www.eli-beams.eu). 11. The Contractor declares that he accepts the “risk of changed circumstances” within the meaning of Sec 1765(2) of the Civil Code.   **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, design, manufacture, assemble, test and deliver to the Client in the place of delivery hereof devices specified in integral Annex 1 para 1 hereto and reaching parameters stated in Technical specification and Contractor´s Bid (hereinafter each device individually as the “Device” and all devices collectively as the “Devices”); The Devices and the other parts of the work hereof are hereinafter also referred to as the “Work”,   and  (B) 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 is bound to perform the Work in parts described in the Scope of Work and designated as Deliverable or its part.       2. The subject-matter of the Work, included in the Price of the Work hereof, are also changes in the extent specified in the Annex 1 par. 3 hereto, which the Contractor is obliged to perform.       3. The Contractor’s obligations hereunder, performance of which has been included in the Price of the Work, shall also include:  1. Training of persons designated by the Client, in the extent of minimum 1 training day (a training day shall be understood a working day), in such a way that these persons (after training) will be able to safely operate, manage, maintain, assemble and disassemble the Device, and know the essential information that every owner and user should know.   **IV. EQUIPMENT REQUIRED TO EXECUTE WORK:**  The Contractor shall secure such equipment that may be required to execute the Work defined hereunder, unless this Contract stipulates otherwise.  **V. RECORDING THE RESULTS OF THE WORK:**   1. The outcome of Deliverables D2 i), D3 i), D4 i) and D5 i) shall be **technical reports** containing preliminary design of Device including all its parts, which shall contain, in particular:   a. the drawings of parts of Device including 3 CAD models of Device;  b. Bill of Materials (relevant only for Deliverable 5 hereof);  c. FEM Device analysis as stipulated in Technical specification (relevant only for Deliverable 5 hereof);  d. Surface cleaning procedure proposal for the Device;  e. Proposal of the verification plan of each Device as stipulated below (hereinafter the “**Proposal of verification plan of Device**”);  f. Verification matrix of each Device as stipulated below (hereinafter the “**VM**”);  g. Interface Control Document of each Device as stipulated below (hereinafter the “**ICD**”);  (hereinafter the “**preliminary design of Device**”).   1. **Proposal of verification plan of Device** shall contain especially the overall verification approach, the model philosophy, the product matrix, the verification strategies for the Client´s requirements (the interrelation between different methods and levels of verification to be used to demonstrate status of compliance to requirements), the test, inspection, analysis and review‐of‐design programme with the relevant activity sheets and planning, the verification tools, the verification control methodology, the involved documentation, the verification management and organization and must also fulfil at least the Client´s requirements listed in the Technical specification. **VM** shall contain for each requirement of the Client the corresponding verification method at the applicable verification level. **ICD** shall define and describe all external interface aspects of the Device (Electrical/Mechanical/Thermal/Optical), including physical, functional, performance and operational constraints. 2. The outcome of Deliverables D1 i), D2 ii), D3 ii), D4 ii) and D5 ii) shall be **technical reports** containing detailed plan of Device including all its parts, which shall contain, in particular:    1. Final drawings of all parts of Device (as a whole) including 3D design;    2. Manufacturing drawings of individual parts of Device;    3. Verification plan for Device (including the update of the Proposal of verification plan of Device);    4. Verification control document for Device as stipulated below (hereinafter the “**VCD**”);    5. drafts of all manuals, analysis and procedures and specified in Technical specification (e.g. for transport, installation, handling, manipulation, operating procedures manual and so on)   (hereinafter the “**detailed plan of Device**”).   1. The Client shall comment on each verification plan for the Device (pursuant Art. V par 3 letter c) hereof) within thirty (30) days from the date on which it was delivered. If the Client shall not make any comments or suggestions in the above mentioned time limit, nor in the above mentioned time limit confirms in writing its consent to the verification plan of Device, it shall be deemed that the Client consents to it and the verification plan for each Device shall be attached as **Annex 5** to this Contract (“**Verification plan**”). If the Client for any justified reason does not agree with the verification plan of Device, the Contractor shall modify it according to the Client’s instructions and after its modification by the Contractor it shall become integral part of this Contract as Annex 5 as mentioned above. 2. **VCD** shall be in the form of matrix. For each requirement of the Client concerning the Device 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, iv) verification methods, v) close-out status (no –open/yes –closed), v) link to the relevant section of the Verification plan and any planning document, vi) references to any documentation that demonstrates compliance to the Client´s technical requirements. 3. The outcome of Deliverables D1 ii), D2 iii), D3 iii), D4 iii) and D5 iii) shall be **protocols on testing of Devices at the Contractor´s place/Reports on the process of Testing** (as stated in Art. VI par. 3 hereof). Protocols on testing of Devices hereof shall contain at least: i) the Client’s and the Contractor’s information, ii) description of the Device, iii) confirmation of the performed tests pursuant to the Verification plan and analysis of results achieved, as defined in the Technical specification, iv) updated version of ICD hereof, v) updated version of VCD and vi) date of execution by the Contractual Parties (hereinafter the “**Protocol on testing of Device**”). This provision shall apply adequately also on the extent of all Reports on the process of Testing and Protocols on testing of Devices at the research center ELI-Beamlines as stated below. 4. The outcome of each Deliverable D1 iii), D2 iv), D3 iv), D4 iv) and D5 iv) , shall be delivered and tested Device in place of performance documented by **Protocols on testing of Devices at the research center ELI-Beamlines**, as stated in Art. VI par. 3 hereof and **protocols** on the handover of Device/s. 5. 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 Czech and English language.   **VI. ACCEPTANCE PROCEDURE AND FULFILMENT OF COVENANTS:**   1. Verification Control Board:   The Client shall set up a v Verification Control Board to carry out preliminary and final assessment of the results of the Contractor’s activities hereunder (hereinafter the “**Verification Control Board**”); the Client shall notify the Contractor of the panel’s composition. The Verification Control Board reviews and assesses the execution of the Work from its technical perspective.   1. Acceptance procedure of technical reports as outputs of Deliverables or their parts, as stated in Art. V hereof: 2. Preliminary assessment 3. In order to preliminarily assess the technical reports as outputs of Deliverables hereof or their parts, the Contractor undertakes to provide the Client with the draft of technical report relating to the respective individual deliverable or its part, and corresponding to mid- and final stages of the progress in execution of each particular Deliverable or its part. 4. 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 requirements made by the Client. 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. 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 and that he is obliged to issue the acceptance protocol within the meaning of letter b) of this Art VI. par. 2 of this Contract. 5. Should the Client reach a conclusion that a personal meeting with the Contractor is required in order to properly execute any Deliverable or its part, the Client shall invite the Contractor to attend such a meeting at the Client’s registered offices. The Contractor shall be obliged to attend such meeting at the Client’s registered offices, at least once in connection with execution of each Order and at least once in connection with execution of each Deliverable or its part hereof. Upon Contractor’s request the meeting may be replaced by videoteleconference. The Contractual Parties shall prepare a protocol documenting every such meeting. Should the protocol contain comments, the Contractor shall be obliged to follow procedure outlined in point ii. above. 6. Acceptance Certificate   Should the technical reports comply with requirements of the Client and contain essentials as set forth herein, the Client shall issue to the Contractor, without undue delay, a confirmation attesting to their acceptance (hereinafter the “**Report Acceptance Certificate**”).  The Contractor’s obligation arising on the basis of technical report Deliverable or it part as specified in Art. V hereof shall be deemed to have been fulfilled by the issue of the Report Acceptance Certificate confirming the completeness of the technical report prepared pursuant to this Contract.   1. Acceptance procedure of Protocol on testing of Devices at Contractor’s place/Report on the process of testing at Contractor’s place/Protocol on testing of Device at the research center ELI-Beamlines, as outputs of deliverables or its parts, as stated in Art. V hereof:   a) Testing of Devices  i. The Contractor shall invite sufficiently in advance the Client to participate at the testing of Device, at least ten (10) working days prior to the testing pursuant to the Verification plan.   1. During testing the compliance of the Devices with the Technical specification and Contractor´s Bid, and inspections and tests of Devices shall be verified in accordance with the Verification plan. 2. The process of testing and its results shall be documented by the Contractor in a Protocol on testing of Devices **at the Contractor’s place/at the research center ELI-Beamlines**, which shall be signed by both Contractual Parties. Should the Protocol on testing of Devices contain any comments of the Client on the results of the testing, 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. 3. In the case of Deliverables D1 ii), D2 iii), D3 iii), D4 iii) and D5 iii) the Client is not obliged to be present during the testing; in such a case the Contractor shall prepare a report on the process of testing and its results (hereinafter the „**Report on the process of testing**“) and hand it over to the Client. In such a case the provisions of Art. VI par. 2 letter a) point ii) and iii) and letter b) of this Contract shall analogically apply on the evaluation and acceptance of the Report on the process of testing.   b) If the output of part of Deliverable hereof is the Report on the process of testing/Protocol on testing of Devices at the Contractor’s place, the Client shall issue to the Contractor, without undue delay, a confirmation on the proper execution of Deliverable or its part (hereinafter the “Acceptance Certificate on testing of Devices at the Contractor’s place“), if the results of testing of Device are in accordance with the Verification plan and the results of testing presented in the Report on the process of testing/Protocol on the testing of Devices at the Contractor’s place show that Devices fulfil in every aspect the requirements of the Client stipulated in the Technical specification and in the Contractor´s Bid.   1. In the case of parts of Deliverables, whose output is the Protocol on testing of Devices at the research centre ELI – Beamlines, the Client shall issue to the Contractor, without undue delay, a confirmation on the proper execution of such partial performance (hereinafter the “**Acceptance Certificate on testing of Devices at the Research centre ELI-Beamlines**“) provided that the following conditions have been simultaneously satisfied: 2. The Contractor shall deliver relevant devices to the Client without defects or unfinished works, about which was between Contractual parties executed the handover protocol on handover and takeover of these devices by the Client (hereinafter the “Handover Protocol”); 3. the results of testing of these devices pursuant to the Verification plan demonstrate that these devices fulfil in every aspect the requirements of the Client specified in the Technical specification and reach required technical parameters; 4. the Contractor handed over to the Client the filled VCD concerning relevant devices; 5. the Contractor handed over to the Client a declaration that these device complies with the applicable legal regulations of EU or Czech Republic, technical norms, Technical specification and Contractor´s Bid; 6. the Contractor delivered to the Client the operating procedures manual for the operations of these devices in accordance with this Contract; The Contractor fulfilled all requirements of the Client stipulated in Technical specification and this Contract; 7. And only in the case of Deliverable D5 iv) hereof the Contractor realised the training of persons designated by the Client pursuant hereto.   If the Contractor does not deliver to the Client all the above listed documents, the Deliverable shall not be duly completed and eligible for handover.   1. The fulfilment of obligations   Deliverable, whose output is the Protocol on testing of Devices at the Contractor’s place/Report on the process of testing/Protocol on testing of Devices at the research centre ELI – Beamlines, shall be considered as complete by issuing the Acceptance Certificate on testing of Devices at the Contractor’s place / Acceptance Certificate on testing of Devices at the research centre ELI – Beamlines by the Client.   1. Joint provisions for the acceptance procedure and fulfilment of obligations: 2. 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. 3. 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. 4. 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. X par. 1 hereof. 5. The Contractual Parties may replace meetings in person by other forms of communication (e.g. videoconference), as long as they agree on such in writing. 6. Each Contractual Party shall bear its expenditures related to their participation in meetings at the other Contractual party’s registered offices; 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.   **VII. TERM – TIME SCHEDULING**  The Contractor undertakes to perform the Work and its part in terms stated in the integral Schedule of Deliverables .  **VIII. PLACE OF DELIVERY:**  Unless the Contract stipulates otherwise, the place of handover and takeover of the Work or its part hereof shall be (by Client’s choice) the address of the planned ELI-Beamlines research centre in Dolní Břežany or another address in Central Bohemia Region; the Client shall notify to the Contractor the specific place of delivery hereof sufficiently in advance before the date of performance hereof. [In the event that the Client will not do it sufficiently in advance before the term stated in the Schedule of Deliverables, the Contractor is obliged to ask the Client for the statement in writing about the exact place of delivery](javascript:void(0)).  IX. **TRANSFER OF OWNERSHIP RIGHTS**  The ownership rights to the Work or its parts shall pass to the Client upon the physical handover of each respective performance (Device or its part) by the Contractor. The risk of damage shall not pass to the Client before the ownership rights.  **X. PRICE OF WORK; INVOICING; PAYMENT:**   1. The total (maximum) price of Work has been set forth on the basis of the Contractor’s bid in the amount not exceeding the maximum possible amount of EUR ADD, excluding VAT, in words: ADD EUR, excluding VAT (hereinafter the "**Price of the Work**"). *The Contractor is obliged to fill in this Art. X para 1 as the Price of the Work the sum of all Deliverables D1 to D5 as stipulated in Annex 6 para 1 hereof.* 2. The price of Deliverables is stated for the purposes of this Contract in integral **Annex 6** hereto (The breakdown of the Price of Work and Payments Schedule). 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 to properly execute and deliver the Work hereunder, and includes all costs accrued by the Contractor during the execution of the Work and its handover at the registered offices of the Client incl. all fees, customs duties and insurance as well, etc. 4. Contractual Parties have agreed that the Contractor shall be authorized to invoice the Price of the Work in accordance with Annex 6 hereto. 5. VAT shall be imposed on top of all payments made hereunder according to valid legislation, if applicable. 6. 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“ Project, Reg. No. CZ.1.05/1.1.00/02.0061,    12. registered number of the Contract, which the Client shall communicate to the Contractor based on the Contractor´s request before the issuance of the invoice   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 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, or if it should not be delivered to the Client by deadlines set hereunder, 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.   **XI. WARRANTY, WARRANTY AND OUT-OF-WARRANTY SERVICE:**   1. The Work shall be deemed to be defective if its implementation or its parts fail to correspond to the results defined herein. 2. The Contractor shall be liable for any defects on the Work or any of its parts at the time of its handover and acceptance, as well as for defects that may be discovered on the Work or its parts during the entire warranty period (quality guarantee). 3. The Contractor shall provide quality warranty of the Device for a period of 24 months. 4. The warranty period shall commence on the date of execution of the Handover Protocol on handover and takeover of the Device by the Client pursuant hereof. 5. Any requests to remove defects on the Work or its part 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 on the deadline for the removal of the defect within one week of the date on which the claim was delivered to him by the Client. 7. The Contractor undertakes to remedy any claimed defects on the Work or its parts free of charge and without undue delay. 8. Unless the Parties agree otherwise (in writing), the maximum period for removal of a defect shall be 15 (fifteen) business days from the date the Warranty Claim was submitted to the Contractor. 9. The Contractor shall be obliged to remove defects on the Work 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 Contractor 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 any period that passed between the claim notification and removal of the defect. 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. XVII par. 1 and 2 hereof and delivered to the address of the other Contractual Party pursuant to Art. I or Art. XVII. par. 1 or 2 hereof.   **XII. 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 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, 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, in the unlimited extent and for all manners of use specified in Section 12 of Copyright Act on the territory of the whole word. The Contractor explicitly acknowledges that he grants to the Client a nonexclusive, royal-free licence to use all designs of Devices, as results of performance hereof, for the manufacture of an unlimited number of such devices, and for the period of duration of proprietary rights to such parts of Work . 3. Copyrighted work (Art. XII par. 2) and industrial rights (Art. XII par. 3) are jointly referred to, for the purposes hereof, as intellectual property rights. In the event that the execution of this Contract will result into Work or any part thereof, which the Contractor is entitled to register 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 royalty-free license to use the Work for the purposes of the ELI-Beamlines Project for the duration of the protection period granted to that particular intellectual property right, and for the purposes of further use of the Work in research and educational activities, as well as for the purposes of this Contract on the territory of the entire World. 4. 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 ELI-Beamlines centre. 5. The intellectual property rights according to Art. XII shall pass to the legal successor of the Client or operator of the ELI-Beamlines Infrastructure.   **XIII. PUBLICATION ACTIVITIES**   1. The Contractor shall refer all publications arising as a direct result of this Contract to the Client, at least 20 (twenty) calendar days before the publication is submitted to scientific journal, proceedings or other periodicals. Client and Contractor will agree that comments or amendments suggested by the Client will be added to the text of such publication. 2. The Contractor shall acknowledge in the publications this Contract and the ELI-Beamlines Project as the source of funding supporting the work reported, in the Acknowledgments section of the publication. 3. The Contractor shall observe any applicable regulations governing publicity arising from the binding documentations under OP RDI.   **XIV. 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 imposed in Art. VII hereof and in the Schedule of Deliverables , for the Price of the Work set forth in Art. X. hereof.      1. 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. 2. The Contractor shall be obliged to take into account, in the execution of the Work hereunder, all requirements of the Client that are aimed at achieving the highest quality of the objectives hereof, unless such are contrary to the law. 3. The Contractor shall be obliged to inform the Client on the progress achieved in the Work’s execution, at least once a month, in the form of an e-mail report. 4. 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:    1. duly archive all written material prepared in connection with the execution of the Work hereunder and to provide access to the Client to these archived documents until 2021. The Client shall be entitled to take possession of these documents after ten years from the completion of the Work hereunder from the Contractor free of charge;    2. 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 Operational Program Research and Development for Innovation (hereinafter the “**Sponsor**”) 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; the Contractor shall bind any of its sub-contractors to comply with this obligation accordingly. 5. The Contractor undertakes to fulfil all the Client´s requirements stipulated in this Contract. 6. The Contractor is fully responsible for damage caused by his subcontractors to the Client.   **XV. LIABILITY, SANCTIONS**   1. In the case where the Contractor shall be in delay with any of the part of Deliverables D1 i), D 2 ii), D3 ii), D4 ii) and D5 ii) , the Contractor is obliged to pay to the Client contractual penalty in the amount of 0,1% from the price of Deliverable pursuant to par. 1 of Annex 6 hereto, with which is in delay, and for each case of breach of such obligation and for each day of delay. 2. In the case where the Contractor shall be in delay with any of the part of Deliverables D1 iii), D 2 iv), D3 iv), D4 iv) and D5 iv), the Contractor is obliged to pay to the Client contractual penalty in the amount of 0,2% from the price of Deliverable pursuant to par. 1 of Annex 6 hereto, with which is in delay, and for each case of breach of such obligation and for each day of delay. 3. In the case where the Contractor shall a) fail to remove the warranty-claimed defects of the Device within the period stipulated by Art. XI par. 8, and/or b) fail to send the Client the report on progress achieved in the Work’s execution pursuant to Art. XIV par. 4 hereof, and/or refuse to attend any meeting pursuant Art VI hereof, the Contractor shall be obliged to pay contractual penalty in the amount of 200 EUR for each case of breach of such obligation for each day of delay. 4. The Client is entitled to offset any of its claims to contractual penalty in accordance with this Art. XV hereof against any claims of the Contractor to payment of any part of the price in accordance herewith. 5. The Parties exclude use of Sec. 2050 of the Civil Code. By the payment of contractual penalty in accordance with this Art XV hereof, no claim of the Client to damage compensation shall be excluded, neither affected.   **XVI. TERMINATION 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 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 breached any conditions stated by this Contract; or    4. The Device during acceptance procedure pursuant to Art. VI par. 3 hereof within the testing phase does not fulfil requirements of the Client on the Device defined in the Technical specification, even after three repetitions. 3. In case of termination of the Contract due to reasons given in par. 2 of this Article, the Contractor shall be eligible for payment for the actually executed part of the Work delivered to the Client, if such had been executed in accordance with the terms and conditions hereof. 4. In the event of termination of this Contract by the Client for other reasons than for the reasons of a breach of obligations on the part of the Contractor, the Contractor shall have the right to payment of the part of the Price representing the costs which he accrued in connection with the fulfilment of his obligations hereunder prior to the Contract termination by the Client, and which could demonstrably not be cancelled in time and if such costs accrued by the Contractor are not covered from other external sources. 5. Things, rights and any other values, whose price was paid for by the Client to the Contractor according to par. 4 of this Article, shall pass, by payment, into the ownership of the Client 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 to the other with consequences of the Contract termination effective in the “*ex nunc*” regime. 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. 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.   **XVII. REPRESENTATIVES, NOTICES:**   1. The Contractor has appointed the following representatives responsible for the management and performance of the Work hereunder and communication with the Client:   In technical matters:  ADD  E-mail: ADD  Tel.: ADD  In contractual matters:  ADD  E-mail: ADD  Tel.: ADD   1. The Client has appointed the following representatives responsible for communication with the Contractor for the purposes of realization of the Work:   In technical matters:  Ing. Pavel Korouš  E-mail: Pavel.Korous@eli-beams.eu  Tel.: + 420 702 004 85  In contractual matters:  [prof. Jan Řídký, DrSc.](http://www.fzu.cz/oddeleni/safmat/doc-jan-ridky-csc)  Tel: +420 266 052 121,  Email: [ridky@fzu.cz](mailto:ridky@fzu.cz)   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 [ADD](mailto:knut.michel@de.trumpf.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.   **XVIII. DISPUTES:**   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 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.   **XIX. INSURANCE:**   1. The Contractor declares that he is adequately insured for any liability in respect of compensation for damages in connection with the performance of this Contract, for ADD, to the amount of the Price of Work. The Contractor shall maintain in force insurance contracts, as stated in first sentence hereof from the date of implementation of the Work and for at least four (4) years after its completion. The Contractor shall submit to the Client the insurance contract at his request. Failure to submit an insurance contract is a material breach of the Contract and the Client is entitled to cancel the contract.   **XX. CONCLUDING AND OTHER COVENANTS:**   1. 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 and comes into force on the date of its signature by the authorized representatives of both Contractual Parties. 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: Scope of Work  Annex 2: Technical specification  Annex 3 : Schedule of Deliverables  Annex 4: the Contractor´s Bid  Annex5: Verification plan (shall be attached pursuant to Art. V par. 4 hereof after signing of the Contract)  Annex 6: The breakdown of the Price of Work and Payments Schedule   1. By attaching their signature hereto the Contractual Parties express their consent with the content hereof in its entirety.   In Prague on \_\_\_\_\_\_\_\_\_\_\_\_, 2015 In \_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_, 2015  In behalf of the Client: In behalf of the Contractor:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Name: ADD | |
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