



AGREEMENT ON SETTLEMENT OF UNJUST ENRICHMENT

concluded acc. to Sec. 2991 and subsequent of the Act No. 89/2012, the Civil Code, as amended
(hereinafter only as "the Agreement")

Parties to the Agreement:

The Czech Republic – Institute of Health Information and Statistics of the Czech Republic

Registered office: Palackého náměstí 4, 128 01 Prague, the Czech Republic

Reg. No.: 000 23 833

Banking connection:

Represented by: Ladislav Dušek, the director
(hereinafter only as "the Client")

– on one side –

and

DPC Software GmbH

Registered office: Prinzenstrasse 2, 42697 Solingen, the Federal Republic of Germany

Registered in the Federal Republic of Germany

Reg. No.: HRB 10331

Vat No.: DE127478141

Represented by: Tim Prenzel, the Head of Sales

Banking connection:

(hereinafter only as "the Provider")

– on the other side –

(hereinafter together also as "the Parties to the Agreement")



I.

- 1.1 The Client has been entrusted to carry out activities within the frame of project "Data and Analytical Base of the Modern System of Mental Health Care in the Czech Republic", reg. No. CZ.03.2.63/0.0/0.0/15_039/0007755 (hereinafter only as "**the project**").
- 1.2 For the purposes of realisation of this project, specifically analyses of screening data, the Client ordered 5 pieces of perpetual Non-profit/Government Stata 15 IC licence in total price of € 3.161,- (hereinafter only as "**the products**") from the Provider (until October 2018 carrying on business under name **Dittrich & Partner Consulting GmbH**) on 22nd January 2018. The Provider accepted the order on the same day and issued a proforma invoice No. 2018-00002 (hereinafter only as "**the invoice**"). Upon the full payment of the invoice by the Client, the Provider delivered the products and provided their download free of charge on 2nd February 2018. Subsequently, the Provider issued the invoice No. 2018-10160 attached as Annex No. 1 to this Agreement. The Client confirmed the delivery on the delivery note No. 2018-20150 attached as Annex No. 2 to this Agreement.
- 1.3 Upon additional control, it has been found that neither the order nor its acceptance were disclosed in accordance with Sec. 5 (1) of the Act No. 340/2015 Coll., on special conditions for the effectiveness of some contracts, publication of these contracts and register of contracts (hereinafter only as the "**Register of Contracts Act**"). Consequently, the order is deemed invalid from the beginning in accordance with Sec. 7 (1) of the Register of Contracts Act. The reciprocal performance in the form of delivery and download of the products by the Provider and payment for the products in the amount of € 3.161,- by the Client were thus unduly provided and constitute unjust enrichment (hereinafter only as "**the unjust enrichment**").

II.

- 2.1 The purpose of this Agreement is to settle the unjust enrichment arising from the invalid order and comply with the Register of Contracts Act.
- 2.2 The Parties to this agreement thus agree on the settlement of unjust enrichment so that the Client shall keep the products and the Provider shall keep the amount of € 3.161,-. Hereby the mutual claims arising from the invalid order shall be fully set off.
- 2.3 Each of the Parties to the Agreement hereby declares that it has not enriched to the detriment of the other Party and acted in good faith.

III.

- 3.1 This agreement shall be governed by the laws of the Czech Republic and shall be subject to the exclusive jurisdiction of the courts of the Czech Republic.
- 3.2 This Agreement is subject to disclosure in the register of contracts according to the Act on Register of Contracts. The disclosure shall be effected by the Client.
- 3.3 This Agreement shall become valid on the date of its signature and effective on the date of its disclosure in the register of contracts.
- 3.4 This Agreement shall be modified only in a form of upwardly numbered and written amendments executed by both Parties to the Agreement.
- 3.5 The annexes listed below form an integral part of this Agreement:



Evropská unie
Evropský sociální fond
Operační program Zaměstnanost

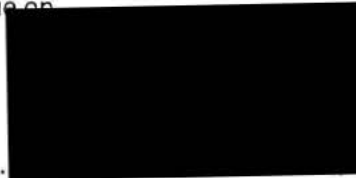
Annex No. 1: Invoice No. 2018-10160

Annex No. 2: Delivery note No. 2018-20150

- 3.6 This Agreement has been prepared in 2 (two) counterparts of which each Party to the Agreement shall receive one (1).
- 3.7 In witness whereof, the Parties to the Agreement hereby affix their signatures to this Agreement.

05. 03. 2019

In Prague on



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**The Czech Republic – Institute of Health
Information and Statistics of the Czech Republic**
Ladislav Dušek, the director

In Solingen on 18. 02. 2019



.....
DPC Software GmbH
Tim Prenzel, the Head of Sales

Ústav zdravotnických informací a statistiky ČR
Palackého nám. 4
128 00 Praha 2, P.O. BOX 60
(4)

DPC

Danach & Partner Consulting GmbH | Prinzenstraße 2 | 42697 Solingen

Institute of health information and statistics
 of the Czech Republic
 Palackého nám. 4, P.O.BOX 60

12801 PRAHA 2
 CZECH REPUBLIC

Invoice	
Process No	019026
Receipt No	2018-10160
Date	05.02.2018
customer ID	86778
Person in charge	A. Oberbanscheid
Please give on all further enquiries!	

Shipment	via e-mail	Our USDNo	DE127478141
Terms Of Delivery	ex works	Our VAT-No	10312450521
Reference	Delivery Note 2018-20150	Your USDNo	CZ00023833
Your Sign			
Your receipt			

Pos.	Article No.	Description	Date	piece ME	itemized costs	total price	SC
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1							
2							
3							
4							

					Subtotal	EUR	3.161,00	SC
		plus VAT	161	0,00	Percent	3.161,00	0,00	
					Total	EUR	3.161,00	

Terms of Payment

Payment funded by

Prepayment

Ústavní zdravotnická informací

DPC

Ditrich & Partner Consulting GmbH | Prinzenstraße 2 | 42697 Solingen

Institute of health information and statistics
of the Czech Republic
Palackého nám. 4, P.O.BOX 60

12801 PRAHA 2
CZECH REPUBLIC

Delivery Note

Process No. 019026
Receipt No 2018-20150
Date 02.02.2018
customer ID 86778
Person in charge [REDACTED]

Please give on all further enquiries!

Shipment via e-mail
Terms Of Delivery ex works
Reference Confirmation 2018-40155
Your Sign [REDACTED]
Your receipt [REDACTED]

Our USDNo DE127478141
Our VAT-No 10312450521
Your USDNo CZ00023833

Pos.	Article No.	Description	Date	piece ME
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1

2

3

4



DPC

Dittich & Partner Consulting GmbH | Parzenstraße 2 | 42699 Solingen

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of the Czech Republic
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Our VAT-No 10312450521
Your UStIDNo CZ00023833

Pos.	Article No.	Description	Date	pieces ME
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1	[REDACTED]			
2				
3				
4				

2.63/0.0/0.0/15_039/0007216
Datová základna realizace screeningových programů

Us

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