**Agreement on Settlement of Unjust Enrichment**

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between the following contracting parties:

**National Institute of Mental Health, contributory organisation**registered office at Topolová 748, 250 67 Klecany
Identification no.: 00023752
represented by prof. MUDr. Cyril Hóschl, DrSc., FRCPsych

(hereinafter referred to as the "Ordering Party")

and

**Royal College of Psychiatrists** registered office at 21 Prescot Stre

reg. no.: GB233 8686 39

represented by

(hereinafter referred to as the "Contractor")

**Preamble**

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The Ordering Party made an enquiry regarding the provision of the "HoNOS training" workshop according to the Annex No. 1 to this agreement - specifications of the subject of the agreement (hereinafter referred to as the "Subject of Performance"). Subsequently, the Ordering Party selected an offer from the Contractor who was on the basis of the conducted market research the only one capable of providing the Subject of Performance of which the Contractor was informed by the electronic means of communication. On the grounds of an order and its subsequent acceptance by the Contractor, the parties concluded an agreement of which the subject was the Subject of Performance. On the grounds of this agreement, the Contractor subsequently fulfilled and provided the Ordering Party with the Subject of Performance in its entirety. The Contractor issued an invoice to the Ordering Party on the grounds of which the Ordering Party paid to the Contractor a remuneration in the total amount of GBP 3,500.

The above-mentioned agreement was subject to the obligation of its disclosure in the Register of Contracts pursuant to the Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts (the Act on the Register of Contracts), as amended. In consideration of the fact that the Ordering Party did not disclose the above-mentioned agreement in the Register of Contracts in a timely manner pursuant to the legal provisions, this agreement was terminated from the beginning. The performances mutually provided in form of the provision of the Subject of Performance by the Contractor, and the payment of the amount totalling GBP 3,500 by the Ordering Party are thereby considered as unjust enrichment on both sides.

Given the fact that the contracting parties are interested in the settlement of the unjust enrichment that occurred between them due to this fact, they conclude this agreement on the settlement of unjust enrichment that took place between them on the grounds of the terminated agreement.

**The Subject of the Agreement**

**1.1.** Both contracting parties hereby confirm that the Contractor provided the Ordering Party with the "HoNOS training" workshop according to the Annex No. 1 to this agreement -specifications of the subject of the agreement (hereinafter referred to as the "Subject of Performance").

**1.2.** The Contractor declares that by providing the Subject of Performance he did not infringe any rights of third persons and that he had all rights necessary for its proper performance;

**Remuneration and Terms of Payment**

**2.1.** The contracting parties agreed on the remuneration for the provision of the Subject of Performance in the amount of GBP 3,500. Both contracting parties hereby confirm that this remuneration was paid in full in a strict and timely manner by the Ordering Party to the Contractor, and they also confirm that the Contractor shall keep this remuneration.

The remuneration pursuant to Art. II. paragraph 2.1 of this agreement includes all costs (inclusive of all duties, taxes and fees) that were connected with the fulfilment of the Contractor' s obligation to provide the Ordering Party with the Subject of Performance under this agreement, whereas the contracting parties hereby declare that these

obligations were already fulfilled by the Contractor before the conclusion of this agreement.

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The remuneration was stipulated as being the maximum permissible, determined also with regard to the development of the prices in the given field, and the Contractor cannot unilaterally in the future request any increase of the amount paid, not even in the event of changes in the external terms and conditions that occurred after the conclusion of this agreement.

**Place, Time and Manner of the Provision of the Subject of Performance**

**3.1.** The Subject of Performance was provided in the National Institute of Mental Health, Topolová 748, 250 67 Klecany.

**Liability**

**4.1.** The Contractor hereby expressly assures the Ordering Party that the provided Subject of Performance represents the up-to-date product which is in accordance with the existing knowledge and status of medical science and which corresponds with the existing highest achieved science knowledge in the field of psychiatry.

**Withdrawal from the Agreement**

**5.1** Withdrawal from this agreement is possible in the cases laid down by this agreement or by law.

1. **Other Provisions**

**6.1.** The Contracting Parties hereby confirm that on the grounds of this agreement, all their mutual unjust enrichments and relationships that were established before the conclusion of this agreement have been settled, and that they also undertake to comply with the obligations they negotiated between each other in relation to the Subject of Performance on the grounds of this agreement.

**Final Provisions**

**7.1.** The agreement shall come into force on the date of its signature by the last of the participants to this agreement and become effective from the moment of its disclosure in the Register of Contracts. Any changes or addenda to this agreement, or as the case may be, also the termination of this agreement shall be in writing.

**7.2.** Issues not covered by this agreement are governed by the Czech legal order, in parlicular by the Act No. 89/2012, the Civil Code, as amended.

**7.3.** All annexes to this agreement shall constitute an integral part thereof.

7.4. In the event of a dispute, the two contracting parties undertake to preferably resolve it by conciliation, in the event of a legal dispute, the case shall be before the court of the Czech Republic having jurisdiction pursuant to the Code of Civil Procedure.

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7.5. This agreement has been drawn up in four counterparts; each contracting party shall receive two copies.

*Annexes:*

*- Annex 1 — Specifications of the Subject of the Purchase Contract*

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| In London on... .1 J. f. .... .. C.Ř. f. , | In Klecany on..2 |  |  |
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|  |  |  |  |
| Contractor | Ordering Party |  |  |

**Annex 1 – Specifications of the Subject of the Purchase Contract**

VYMAZÁNO

Administrátor projektů VP2 Národní ústav duševního zdraví Topolová 748, 250 67 Klecany

19 June 2019

**Date: Health of the Nation Outcome Scales (HoNOS)**

**Date: 6 December 2018**

**Venue: TBC**

**Times: 09:00am Registration, refreshments, 09:30am course starts, 17:00pm**

**course ends**

I am just writing to confirm the above training. The trainer Mick James will provide the training on the day, but it is important that the person responsible for the implementation of HONOS at a local level is present at some point in the session, so as to answer any local queries that may arise. The trainer can be contacted on VYMAZÁNO

**Venue SL room arrangements:**

Please can you confirm the location so I can make the necessary arrangements with the trainer. I suggest the room layout as cabaret.

**AV:**

Please provide the following equipment

* Laptop
* Data projector and screen
* Flipchart, paper and pens

**Fee:**

The cost for training session is GBP E3,500. This includes trainer expenses and materials.

Please can you let me have the contact name and details of where the invoice should be sent.

**Training materials:**

I will forward the training materials nearer the time to the training session. Please confirm a delivery address.