

FN 0199 000 62A

### **Liabilities Settlement Agreement**

concluded in accordance with § 1746 (2) of the Act No. 89/2012 Coll., Civil Code, as amended, by and between the following Parties:

#### ***The Contractor***

Hungarian Quality Compost Association / Magyar Minőségi Komposzt Társaság

Acronym: MMKT

Official legal status: Private Entity (Association)

Official registration No: 602121999

Participant Identification Code (PIC): 990743839

Full official address: HU-2100 Gödöllő, Páter Károly út 1.

VAT number: HU18684223-2-13

represented for the purposes of signature of this Agreement by Dr Aleksza László, Executive Director,

on the one hand

and

#### ***The Partner***

University of South Bohemia in České Budějovice / Jihočeská Univerzita v Českých Budějovicích

Official legal status: Public Entity, Higher Education Institution (University)

Official registration No: 60076658

Participant Identification Code (PIC): 999876292

Full official address: CZ- 370 05 České Budějovice, Branišovská 1645/31a

VAT number: CZ60076658

represented for the purposes of signature of this Agreement by assoc. prof. Tomáš Machula, Ph.D., Th.D., Rector,

on the other hand,

### **I.**

#### **Fact Description**

1. On 9 November 2017 the Parties have concluded the AGREEMENT No. 2017-1-HU01-KA202-035932, the subject of which was the cooperation on the Revitalist project (AGREEMENT No. 2017-1-HU01-KA202-035932) within the ERASMUS+ program.
2. The Partner is an obliged entity for publishing in the register of contracts in accordance with the Agreement specified in Clause 1 hereof and the Partner is obliged to publish the concluded Agreement in the manner specified by the Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, as amended.
3. Both Parties state accordingly the Agreement specified in Clause 1 hereof was not published in the register of contracts until the conclusion of this Agreement and they are aware of the legal consequences related thereto.
4. To regulate the mutual rights and obligations arising from the originally agree Agreement, with respect to the fact that both Parties acted being aware of the obligatory nature of the concluded Agreement and they performed in compliance with its contents what they agreed on, and to remedy the status incurred due to

non-publishing of the Agreement in the register of contracts, the Parties agree upon this new Agreement with the following wording.

## II.

### Rights and Obligations of the Parties

1. Herewith the Parties confirm mutually that the contents of the mutual rights and obligations, as agreed newly based on this Agreement, is completely and without exception expressed in the text of the originally agreed Agreement<sup>1</sup> forming an Annex hereto for that purposes. The periods are also governed by the originally negotiated Agreement and they are counted after expiry of 31 days after its conclusion.
2. The Parties declare they consider all the mutually provided performances based on the originally negotiated Agreement as performances hereunder and they shall not apply against the other Party any claims from unreasonable enrichment in connection with the mutually provided performances.
3. The Parties declare that all the future performances hereunder, that shall be realized as of the moment of publishing the Agreement in the register of contracts in compliance with the contents of the mutual liabilities expressed in the Annex hereto, shall be met under the agreed terms.
4. The Party, which is an obliged entity for publishing in the register of contracts in compliance with the Agreement specified in Article I (1) hereof undertakes herewith towards the other Party to publish immediately this Agreement and its complete Annex in the register of contracts in accordance with § 5 of Act on Special Conditions for the Effectiveness of Certain Contracts.

## III.

### Final Provisions

1. This Liabilities Settlement Agreement comes into effect on a day of its publishing in the register of contracts.
2. This Liabilities Settlement Agreement is drawn up in two counterparts with the validity of an original whereas each Party shall receive one counterpart.

Annex 1 - Agreement No. 2017-1-HU01-KA202-035932 of 9 November 2017

20 -12- 2019

Dr. Aleksza László  
Kancelář  
Kancelář u. I.  
365 73500-0000001  
201203-2013

Dr. Aleksza László

executive director

(stamp)

Gödöllő

Dr. Tomáš Machula

rector

(stamp)

České Budějovice

JIHOČESKÁ UNIVERZITA  
V ČESKÝCH BUDĚJOVICÍCH  
REKTORÁT  
Branšovská 31a  
370 05 České Budějovice

(67)

<sup>1</sup> In case of any changes in the Contract for Public Procurement such changes shall be in compliance with § 222 of the Act No. 134/2016, on Public Procurement, otherwise the Contractor's acting might be considered as an offence pursuant to § 268 of the Public Procurement Act.