

## Settlement agreement

(hereinafter the „Agreement“)

executed pursuant to § 1903 at seq. of Act no. 89/2012 Coll., the Civil Code, as amended, by and between:

### Contracting Parties:

#### **Czech University of Life Sciences Prague**

Seat: Kamýčká 129, 165 00 Praha - Suchbát, Czech Republic

Business ID: 60460709

VAT ID: CZ60460709

Represented by: Ing. Jakub Kleindienst, Bursar  
(hereinafter „Client“)

**and**

#### **Frontiers Media SA**

Seat: Avenue du Tribunal Federal 34, 1005 Lausanne, Switzerland

VAT: CHE-114.168.540 TVA

Represented by: Renata Schultz  
(hereinafter “Contractor”)

(Both hereinafter also “Contracting Parties” or just “Parties”)

### I.

#### **Description of the factual situation**

1. The contracting parties mutually declare that they entered the Contact number 4395/0248/21 between the Contractor and the Client on 19. 08. 2021 (hereinafter „Contract“), which regulates relations between the parties, and their respective rights and obligations with regards to their participation under the Contract passed between CZU and Frontiers Media SA. The subject of the contract was the article processing and submission fee for “RNAi against wood-boring forest pests RNA interference-based forest protection products (FPPs) against wood-boring coleopterans: hope or hype?”. The subject of the contract was fulfilled.
2. CZU is a subject that is obliged to publish contracts in the Register of contracts in accordance with Act no 340/2015 Coll., on Special Terms of Effectiveness of Certain Contracts, on the Publication of these Contracts and on the Contract Register (the Contract Register Act), as amended (hereinafter „the Contract Register Act“).
3. The Contracting Parties agree that the Contract meets the conditions stipulated by the Contract Register Act, however, until the conclusion of this Agreement, the Contract was not properly published in the Register of Contracts due to an administrative error. The Contracting parties are aware of the legal consequences associated with this error.
4. In order to regulate the mutual rights and obligations of the Contracting parties arising from the Contract, in the view of the fact that the contracting parties acted with knowledge of the Contract’s obligation, in accordance with its content, they fulfilled what they agreed on. In order

to remedy the situation that arose as a result of not-publishing the Contract properly, the Contracting parties enter into this Agreement as amended below.

## II.

### **Rights and Obligations of Contracting parties**

1. The Contracting Parties hereby confirm that the contents of the mutual rights and obligations renegotiated by this Agreement are fully expressed in the text of the Contract which is annexed to this Agreement for this purpose and is an integral part of it.
2. The Contracting Parties declare that they consider all mutual activities and fulfilments under the Contract as activities and fulfilments under this Agreement, also retroactively. The Contracting Parties declare that with regards to mutual activities and fulfilments, they will not raise any claims for unjust enrichment or other related claims.
3. CZU, being a subject obliged to publish in the Register of contracts hereby commits to publishing the full text of the Agreement and its annexes in the Register of contracts in accordance with the Contract Register Act.

## III.

### **Final provisions**

1. According to the law, this Agreement shall come to force on the day of its execution by both parties and effect on the date of its publication in the register of contracts in compliance with the Contract Register Act.
2. This Agreement is drawn up in 3 identical copies, each copy having the value of the original. CZU will receive 2 and Frontiers Media SA will receive 1 identical copy of the Agreement.
3. The Contracting Parties agree without reservations with the publication of the full wording hereof for this Agreement to be able to become the subject of the provided information in the sense of Act no 106/1999 Coll., on the Free Access to Information, as amended, and with publication of the full wording hereof pursuant to the Contract Register Act.
4. The integral parts of this agreement is an Attachment:
  - Contract between the Contractor and the Client

In Lausanne, on .....

**Frontiers Media SA**

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Renata Schultz

In Prague, on .....

**Czech University of Life Sciences Prague**

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Ing. Jakub Kleindienst

Bursar