

AGREEMENT ON THE SETTLEMENT OF UNREASONABLE ENRICHMENT

(hereinafter referred to as „Agreement“)

concluded pursuant to § 1746, paragraph 2 of Act No. 89/2012 Coll., Civil Code, as amended,
on the day, month and year indicated below

between these contracting parties

Name: Základní škola Přerov, Trávník 27

Address: Trávník 27, 740 02 Přerov

Represented by: Mgr. Kamila Burianová

IČ: 45180091

(hereinafter referred to as the “**customer**”)

and

Name: Educational centre Cloud Giraffe, Belgrade

Address: Bulevar Arsenija Čarnojevića 35, 11070 Belgrade

Represented by: XXX

VAT: 112295600

(hereinafter referred to as the “**supplier**”)

I.

The Contracting Parties conclude this Agreement on settlement of unjust enrichment in view of the following:

1. Concluded *KA210-SCH-Small-scale partnerships in school education – Agreement within the Compass Project (2022-1-RS01-KA210-SCH-000083826)* on 1.9.2022 and the Compass Project is implemented from 1 September 2022.
2. According to the Czech Act No 340/2015, on the Register of Contracts, they should have published the contract mentioned in article I, paragraph 1 of this Agreement by the procedure according to Act No 340/2015 Coll, on special conditions of

effectiveness of some contracts, publishing of these contracts and on register of contracts (Act on Register of Contracts) as amended (hereinafter referred to as ARC) and

3. in conformity with the contract mentioned in article I, paragraph 1 of this agreement, performance will be provided even though at the time of performance the contract was not published according to § 5 ARC and it did not take effect, and therefore the performance provided has the nature of unjust enrichment of the party receiving such performance, because it was performed without a legal ground.

II.

1. Contracting parties state that:
 - a) The supplier will perform the performance consisting in the provision of funds for the implementation of Compass Project activities.
 - b) The contract price of EUR 7 942,40 will be paid to the customer, according to the article 5 in the contract No 1 between the customer and supplier.
2. The parties of the above mentioned fulfilment of the contract according to letter a) and b) consider undisputed, in accordance with the contract specified in article I, paragraph 1 of this Agreement, and declare that they accept the performance as their ownership.
3. Both contracting parties declare that they did not unjustifiably enrich themselves at the expense of the other contracting party and acted in good faith.

III.

1. The contracting parties agree to publish the full text of this Agreement in the Register of Contracts under the ARC and also on the profile of the customer, and in other places where the law provides so. Publication of the Agreement through the Register of Contracts shall be ensured by the customer.

2. The rights and obligations not expressly regulated by this Agreement are governed by the laws of the Czech Republic, in particular by the Act No 89/2012 Coll., the Civil Code, as amended.
3. This Agreement is drawn up in two paré, each of which has the validity of the original, whereby the customer receives one copy and the supplier the other copy.
4. The Contracting Parties confirm that they have read this Agreement before signing it and they agree with its contents. In proof of this, they attach their signatures.
5. The Agreement becomes valid on the day of its publication in the Register of Contracts.

Přerov, date 8.11.2022

Belgrade, date 7.11.2022

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customer

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supplier

Annex No 1 The Agreement within Compass Project