

## **Settlement Agreement**

is based upon Section 1746, subsection 2 of Act No. 89/2012 Coll., Czech Civil Code,

and is concluded between:

Institute of Analytical Chemistry of the Czech Academy of Sciences, v. v. i., Veveří 967/97, 602 00 Brno, Czech Republic; VAT: 68081715

- the Project Promoter –

SINTEF AS, by its institute SINTEF Digital, Strindvegen 4, Trondheim, Norway; ID No: 919303808

Watrex Praha, s. r. o., Drnovská 1112/60, 161 00 Praha 6, Czech Republic; VAT: 26142376

- the Project Partner(s) –

(hereinafter, jointly or individually, referred to as “Parties” or “Party”)

relating to the Partnership Agreement of the Project no. TO01000232 entitled:

»Fast and sensitive bioanalysis using micromachined electrospray interfaces with  $\mu$ -scale separations«

in short

»uBIOSEP«

(hereinafter the “Project”)

### **I.**

#### **Background**

1. On 1st October 2020, the Parties concluded the Partnership Agreement defining the cooperation on the Project. The Partnership Agreement was based upon the *Regulation on the implementation of the European Economic Area (EEA) / Norwegian Financial Mechanism 2014-2021* adopted on 2016-09-23, the *KAPPA Project Contract*, and *KAPPA Terms and Conditions*.
2. The Project Promoter is the obliged entity for publication in the Register of Contracts according to the Partnership Agreement and is obliged to publish the concluded Partnership Agreement in accordance with the procedure set out in Act No. 340/2015 Coll., the Act on the Register of Contracts, as amended.
3. The Parties are aware that the Partnership Agreement has not been published in the Register of Contracts at the time of its conclusion, and that they are aware of the legal consequences thereof.
4. In order to regulate the mutual rights and obligations arising from the originally negotiated Partnership Agreement; in view of the fact that all the Parties have acted with the knowledge that the concluded Partnership Agreement is binding and have fulfilled what they have mutually agreed in accordance with its content, and in an effort to remedy the situation resulting from the non-publication of the Partnership Agreement in the Register of Contracts, the Parties negotiate this Settlement Agreement in the wording as set out below.

## **II.**

### **Rights and Obligations of the Parties**

1. The Parties hereby mutually confirm that the content of the mutual rights and obligations, which they hereby renegotiate, is fully and completely expressed in the text of the originally negotiated contract, which forms an annex to this Agreement for these purposes. The time limits shall also be governed by the original contract.
2. The Parties declare that they consider all mutual performance under the originally agreed contract to be performance under this contract and that they shall not make claims against each other for unjust enrichment in respect of the mutual performance.
3. The Parties declare that all future performance under this Agreement, to be performed from the moment of its publication in the Register of Contracts in accordance with the content of the mutual obligations expressed in the Annex to this Agreement, shall be performed according to the agreed terms.
4. The Project Promoter which is the obliged entity for publication in the Register of Contracts pursuant to the Partnership Agreement hereby undertakes to the other Parties to publish this Agreement and its complete Annex in the Register of Contracts without delay in accordance with the provisions of Section 5 of the Act on the Register of Contracts.

## **III.**

### **Final Provisions**

1. This Agreement on the Settlement of Obligations and Unjust Enrichment shall enter into force on the date of its publication in the Register of Contracts.
2. This Agreement shall be drawn up in three copies, each with the value of an original, each of the Parties receiving one copy.

Annex No. 1 – The Partnership Agreement concluded on 1st October 2020.

## **IV.**

### **Signatures**

AS WITNESS:

The Parties signed the Settlement Agreement by the authorized representatives on the below-indicated days and year.

1. Institute of Analytical Chemistry of the Czech Academy of Sciences, v.v.i.

Signature:

Name: Ing. XXXXXXXX XXXXXX, DSc.

Title: Director

Date:

2. SINTEF AS

Signature:

Name: XXXX XXXXXXX, Ph.D.

Title: Research Director, Microsystems and Nanotechnology Department

Date:

3. Watrex Praha, s.r.o.

Signature:

Name: doc. RNDr. XXXXX XXXXXXX, Ph.D.

Title: Chief Executive Officer

Date: