The Client:

Battelle
Battelle Boulevard, K9-15
P.O. BOX 999
Richland, WA, 99352-0999, USA

and

The Contractor:

J. Heyrovsky Institute of Physical Chemistry of the CAS, v. v. i.
Dolejškova 2155/3, 182 23, Prague 8, Czech Republic
ID number: 61388955
VAT number: CZ61388955
represented by prof. Martin Hof, Dr. rer. nat., DSc., director

(the client and the contractor are collectively referred "the parties")

together enter into following

AGREEMENT
regarding settlement of unjustified enrichment
according to § 1746/2 and following of act. no. 89/2012Coll. Civil Code

Art. I. Subject of the agreement

1. The client and the contractor during years of 2018 - 2022 entered into series of **Contracts and their modifications ("Contracts"), which are attached to this agreement.** Based on these Contracts the contractor has duly delivered and provided the client with deliveries and services described in the Contracts and the client has duly paid the contractor the agreed amounts.

2. The contractor as a public research institution **is obliged to register the Contracts in The Register of agreements led by The Czech Ministry of interior** according to act. no. 340/2015 Coll. ("Register of agreements") within 30 days following signature of the Contracts. Despite of said above, **none of these Contracts were registered in Register of agreements.** According to act no. 340/2015 Coll. unregistered agreements (Contracts) are considered cancelled from the beginning (with *ex tunc* effect) and fulfilments (performances) mutually provided and accepted by both parties form **unjustified enrichment.**

3. In order to legally rectify situation described in section 2. (to settle unjustified enrichment occurred so far), the parties have agreed as follows:

- the client hereby agrees that the contractor will **additionally register (publish) the Contracts in Register of agreements,**

- the fulfilments and performances mutually provided and accepted by both parties in accordance with unregistered Contracts remain property of each party, **the parties will not return or refund anything from the Contracts (it means that client will keep all fulfilments and performances provided**

by the contractor and the contractor will keep all amounts paid by the client). The parties will not mutually claim the unjustified enrichment.

4. For further cooperation of parties the scope of rights and obligations agreed in the Contracts remain unchanged. The parties will further proceed the cooperation in accordance with the Contracts until the rights and obligations stated therein are duly fulfilled. The fulfilments, works and amounts mutually provided and accepted by the parties will not be considered as unjustified enrichment. The client hereby agrees, that contracts or modifications **concluded after signature of this agreement will be published in Register of agreements, if it is required by Czech law (act. no. 340/2015 Coll.).**

Art. II. Final provisions

1. All modifications of this agreement will be made in form of written amendments only.

2. The parties enter into this agreement after previous negotiations, mutual consent and from their free and serious will.

3. The contractor will publish this agreement together with the enclosure in Register of agreements without delay after signature by both parties.

4. This agreement is governed by Czech law, especially by Civil code, act. no. 89/2012 Coll.

5. This agreement is made it 2 (two) counterparts, one for each party and comes into effect by its registration in Register of agreements. If this agreement is signed electronically, the authorized representatives of both parties will add their valid electronic signatures.

Enclosure: *Contracts and their modifications signed between parties during years 2018-2022 to be published in Register of agreements.*

on behalf of Client: **on behalf of Contractor:**

Date: 20 April 2023   Date:
Place: Richland, Washington, USA   Place:
Signature: Signature:

Senior Contracts Specialist
Battelle Memorial Institute
Pacific Northwest Division
902 Battelle Blvd.
Richland, WA 99352

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