

The Client:

**Leibniz Institute of Surface Engineering (IOM)**  
Leipzig, Permoserstrasse 15, 04318, Leipzig, Germany  
represented by Prof. Dr. Andre Anders

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. On 31.1. 2020 the client and the contractor entered into **Cooperation agreement**. On the basis of above-mentioned agreement, the parties undertook the cooperation closer **specified in orders made by the client. Cooperation agreement and client's orders are attached to this agreement in separate enclosure**. The parties hereby declare, that on the basis of above-mentioned documents the contractor duly delivered and provided the client with deliveries and services described in these documents and the client duly paid the contractor the agreed amounts.

2. The contractor as a public research institution **is obliged to register the contracts as well as the orders 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 their signature. Despite of said above, **none of documents mentioned in section 1. were registered in Register of agreements**. According to act no. 340/2015 Coll. unregistered agreements (Contracts and orders) 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 Cooperation agreement as well as the orders in Register of agreements**,

- the fulfilments and performances mutually provided and accepted by both parties in accordance with unregistered documents remain property of each party, **the parties will not return or refund anything from Cooperation agreement and from the orders (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. All legal actions undertaken by parties upon Cooperation agreement and the orders remain untouched.

#### **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 in 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.

Separate enclosure: Cooperation agreement and the client's orders to be published in Register of agreements.

#### **on behalf of Client:**

Date: 17.05.23  
Place: Leipzig  
Signature:

[Redacted signature and name of Client]

#### **on behalf of Contractor:**

Date: 20-04-2023  
Place: Prague  
Signature:

[Redacted signature and name of Contractor]