

The Client:

**Centre national de la recherche scientifique
(Institut des sciences moléculaires d'Orsay)**
CNRS- Batiment 520- Université Paris Saclay
91405 ORSAY CEDEX France

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 parties unanimously declare, that together entered into **Contracts (upon the orders made by the client- order no. 0451L029217, order no. 0451L026806), which are attached to this agreement in separate enclosure ("Contracts")**. On the basis of these Contracts the contractor duly delivered and provided the client with deliveries and services described in the Contracts and the client 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, the **Contracts were not published in Register of agreement**. 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. The client hereby agrees, that contracts or orders to be potentially 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.

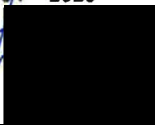
Separate enclosure: Contracts to be published in Register of agreements.

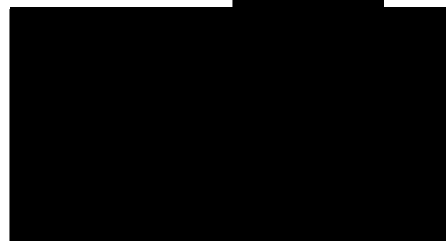
on behalf of Client:

Date: 22/05/2023
Place: Opatov, Prague
Signature: 



on behalf of Contractor:

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





INSTITUT DES SCIENCES MOLECULAIRES d'ORSAY (UMR8214)

CNRS - Bâtiment 520 - Université Paris Saclay
91405 ORSAY CEDEX France
TEL : 0169157387 FAX : 0169156777

Références à rappeler sur la facture :

N° COM : **0451L026806**
Numéro de marché :

Code service Chorus Pro : UMR8214
SIRET : 18008901303720
N°TVAICC : FR 40180089013

Numéro de PUMA/RECA :

Contact :

Demandeur d'achat :

<p>Livraison (A rappeler sur les bons de livraisons) ISMO CNRS - Bâtiment 520 - Université Paris Saclay - Rue A. Rivière 91405 ORSAY CEDEX France</p> <p style="text-align: right;">Souche : EQ.4/GG/SC</p>	<p>Fournisseur USTAV FYZIKALNI CHEMIE - INSTITUTE OF PHYSICAL CHEMISTRY 2155/3 DOLEJSKOVA 182 00 PRAHA 8 Rép. Tchèque</p>
<p>Adresse de facturation C.N.R.S. CNRS-SCTD 2 rue Jean Zay, TSA 31001 54519 VANDOEUVRE-LES-NANCY France</p>	<p>Message pour le fournisseur HORAIRE LIVRAISON DE 9H A 11H30</p>

Ordonnateur de la dépense : Le Délégué Régional

Délégation Ile-de-France Gif-sur-Yvette
Avenue de la Terrasse
91198 GIF-SUR-YVETTE Cedex

Comptable Assignataire : Agent Comptable
Secondaire

Délégation Ile-de-France Gif-sur-Yvette
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EDP	Désignation du matériel	Date livr.	Référence	Qté	P.U. H.T.	Taux Rem.	Prix H.T.
WSP-DI	Quadrupole de masse N° de devis : 21/05/2021	01/09/2021		1,00	12 000,00	0,00	12 000,00
Acr. : WSPLIT Ctre fi. : 0451 Fonds : 1 Dom. Fonc : A1INP AGD : AGDI 163440 01 0451 2018 Eil. an. : 580151							
Signature du responsable		Montant Total Net H.T.					12 000,00
		Taxe					0,00
		Montant Total T.T.C. (EUR)					12 000,00

Institut des Sciences Moleculaires d'Orsay

"L'acceptation du présent bon de commande par le fournisseur vaut acceptation des conditions générales d'achat du CNRS disponibles à l'adresse <http://www.dgdr.cnrs.fr/achats>, et attestation de sa part que le travail sera réalisé par des salariés employés régulièrement au regard des articles L. 1221-10, L. 3243-2 et R. 3243-1 du Code du travail ou des règles d'effet équivalent de son pays d'origine s'il est étranger."
A compter de janvier 2017, les factures sont à déposer sur le portail Chorus Portail Pro de l'état (CPP) à l'adresse <https://chorus-pro.gouv.fr>"



