### **Settlement agreement**

concluded in accordance with the provisions of § 1746, paragraph 2 in conjunction with the provisions of § 1903 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended, between the following parties:

### Provided by

Institute of Ethnology of the CAS, v. v. i., registered in the Register of Public Research Institutions maintained by the Ministry of Education, Youth and Sports,

with registered office at Na Florenci 3, 110 00 Prague 1,

ID no.: 68378076, VAT no.: CZ68378076, represented by Director (hereinafter referred to as "Provider")

a

Beneficiary

University of Bristol,

with registered office at 5 Tyndall Avenue, BS8 1UD, Bristol,

VAT no.: GB991261800,

represented by

(hereinafter referred to as "Beneficiary")

(Provider and Beneficiary hereinafter collectively referred to as "Parties" and individually as "Party")

# I. Description of the facts

- 1. On 19.7.2022 the parties concluded an order for Open access fee for the title Methods in Gypsy, Roma and Traveller Research by Martin Fotta and Paloma Gay y Blasco. Invoice No 4000035525 for GBP 9 000,- excluding VAT was issued for this order in accordance with the applicable legislation. This agreement has been concluded in accordance with the generally binding legislation in force in the Czech Republic, in particular in accordance with the provisions of § 1746 paragraph 2 of Act No. 89/2012 Coll., Civil Code, as amended.
- 2. The Provider's party is an obligatory subject for publication in the Register of Contracts and is obliged to publish the concluded contract and any amendments in accordance with Act No. 340/2015 Coll., the Act on the Register of Contracts, as amended.
- 3. Both Parties agree that the contract referred to in paragraph 1 of this Article has not been published in the Register of Contracts.
- 4. In order to regulate the mutual rights and obligations arising from the negotiated contract, in view of the fact that both parties acted with the knowledge that the concluded contract was binding and in accordance with its content performed what they mutually agreed, and in an effort to remedy the situation arising as a result of the non-publication

of the contract in the Register of Contracts, which created doubts as to the obligation agreed and fulfilled by the parties, the parties negotiate this new contract in the wording as follows.

# II. Rights and Obligations of the Parties

- 1. The Parties hereby mutually confirm that the content of the mutual rights and obligations, which they renegotiate by this Settlement Agreement, is fully and completely expressed in the text of the originally negotiated agreement, which forms for these purposes Annex 1 to this Settlement Agreement. The time limits shall also be governed by the original contract.
- 2. The Parties declare that they consider all mutually provided performance on the basis of the originally agreed contract as performance under this contract for the settlement of the obligation and that they will not make claims against the other Party for unjust enrichment in connection with the mutually provided performance.
- 3. The Parties declare that all future performance under this Settlement 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 Provider undertakes to publish this contract and its complete annex in the Register of Contracts without delay after the conclusion of this contract on the settlement of obligations in accordance with the provisions of § 5 of the Act on the Register of Contracts.

# III. Final provisions

- 1. This Settlement Agreement shall take effect on the date of its publication in the Register of Contracts.
- 2. If this contract is concluded in writing, it shall be drawn up in two copies of equal legal force, one of which shall be given to each party. This contract may also be concluded by electronic means in accordance with Act No. 297/2016 Coll., on trust services for electronic transactions, as amended.

In Prague on 14. 8. 2023

for the Provider

for the Beneficiary

Director of the Institute of Ethnology of the CAS

University of Bristol



#### SALES INVOICE

To:

Etnologický ústav AV ČR, v.v.i. Na Florenci 1420/3 Prague 1

110 00

Czech Republic

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Invoice Number: 4000035525

Invoice Date: 25/08/2022 Tax Point:

24/08/2022 Payment Due On: 24/09/2022

Customer ID: C103355 Customer VAT No: CZ68378076

Company Reg No: RC000648

9,000.00 Invoice No: 4000035525

Your Order No:

cahao@eu.cas.cz

Email:

Description	Unit Price	Qty	Net £	VAT Code	VAT Amount	Gross Value £
Open access fee for the title Methods in Gypsy, Roma and Traveller Research by Martin Fotta and Paloma Gay y Blasco Open access fee for the title Methods in Gypsy, Roma and Traveller Research by Martin Fotta and Paloma Gay y Blasco Project: National Institute for Research on Socioeconomic Impacts of Diseases and Systemic Risks Registration number: LX22NPO5101	9,000.00	1.00	9,000.00	SO	0.00	9,000.00

Code	VAT Analysis	Rate	Net Net	VAT	Net Amount	9,000.00
SO	Sales VAT - Outside of Scope	0.00%	9,000.00	0.00	VAT	0.00
Service	res - Supply subject to reverse ch	arge in FU n	nember state	Annual Control of the	Invoice Total	0,000,00

bods - Supply subject to EC acquisition VAT in EU member state

University of Bristol VAT Reg No: GB 991 2618 00

For queries regarding this invoice, please contact

Customer: Etnologický ústav AV ČR, v.v.i.

Customer ID: C103355 Invoice Date: 25/08/2022

Amount:

1) Payment by Bank Transfer can be made by quoting C103355 and 4000035525 to:

Bank:

Barclays

Sort code:

IBAN:

201342

Account code: 00971383

GB37BARC20134200971383 Swift/BIC code: BARCGB22

BACS advices to be emailed to: sales-remittances@bristol.ac.uk

2) Please pay cheques through the bank to the above bank account details asking for your customer & invoice numbers to be quoted as reference (we are currently unable to accept cheque payment direct to the University).

To ensure no reference details are lost in the banking system, please email details of remittance to: sales-remittances@bristol.ac.uk

Please write C103355 and 4000035525 on the reverse of the cheque and make payable to 'University of Bristol'.

Interest and administration charges could be applied to overdue invoices in accordance with UK late payment legislation. Payment due 30 days from invoice date unless otherwise agreed.







## **ORDER FORM**

Contractor: University of Bristol

Name: Tyndall Avenue

Address: 5 Tyndall Avenue

ZIP code: BS8 1UD

VAT/registration nr.: GB 991 2618 00 Email:

(Billing address, if different):

City: Bristol State: UK

Requested supply description:	Quantity:	Unit price (GBP):	Tax (GBP):	Total (GBP):
Open access fee for the title Methods in Gypsy, Roma and Traveller Research by Martin Fotta and Paloma Gay y Blasco	1.00	9 000.00	0.00	9 000.00

Delivery date (no later than): 25/08/2022

Subtotal: 9 000 GBP Total Tax: 0 GBP

Total: 9 000 GBP

Date: 19/07/2022

Authorized person signature (client):

Funding: National Institute for Research on Socioeconomic Impacts of Diseases and Systemic Risks

Registration number: LX22NPO5101

Internal number: 20221907

#### Please send the invoice to:

Etnologický ústav AV ČR, v. v. i. Na Florenci 3 110 00 Praha 1

CIN: 68378076

VAT number: CZ68378076







Please include the name of the project and the registration number directly in the text of the invoice. Project: National Institute for Research on Socioeconomic Impacts of Diseases and Systemic Risks Registration number: LX22NPO5101

By delivering the requested service/goods, I declare that our company undertakes to enable the Ministry of Education, Youth and Sport of the Czech Republic to carry out possible inspection.

By delivering the requested service/goods the contractor declares that he himself and his potential subcontractor (subcontractors) are not an enterprise in which the public official referred to in § 2 paragraph 1 letter c) Act No. 159/2006 Coll., a conflict of interest or a person controlled by him owns a share representing at least 25% of the partner's participation in the company. The contractor declares that the offered goods or services are not subject to EU sanctions and that the selected contractor and its potential subcontractor(s) is not a person, entity or body listed on the EU sanctions list, or a person, entity or body subject to a ban on commissioning or further performance public procurement (Article 5k of Council Regulation (EU) No. 022/576 of 8/4/2022 amending Regulation (EU) No. 833/2014 on restrictive measures due to Russia's activities destabilizing the situation in Ukraine)