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**KAPPA Programme**

**Settlement Agreement**

hereinafter referred to as the “**Agreement**”)

concluded pursuant to Section 1746, par. 2 of Act No. 89/2012 Coll., the Civil Code, as amended,
between the following contracting parties:

**ÚJV Řež, a. s.,**

Hlavní 130, Řež, 250 68 Husinec, Czech Republic

Represented byxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, Chairman of the Board of Directors; xxxxxxxxxxxxxxxxxxxxxxxxx Member of the Board of Directors

* the Project Promoter -

**Vysoká škola chemicko-technologická v Praze***,*

Technická 1905/5, 160 00 Praha 6 - Dejvice

Represented by xxxxxxxxxxxxxxxxxxxxxxxx Rector

* the Partner 1 -

**Výzkumný Ústav Železniční, a.s.,**

Novodvorská 1698, 142 01 Praha 4 - Braník

Represented by Ixxxxxxxxxxxxxxxxx, Chairman of the Board of Directors, and xxxxxxxxxxxxxxxxxxxx , Member of the Board of Directors

* the Partner 2 -

**Česká vodíková technologická platforma, z.s.,**

Hlavní 130, 250 68 Husinec

Represented by xxxxxxxxxxxxxxxxxxxxxxxxx Chairman of the Board

* the Partner 3 -

**SINTEF AS, by its institute SINTEF Digital**

Strindvegen 4, 7034 Trondheim, NORWAY

represented by xxxxxxxxxxxxxxxxxxxxxxxxxxxx, Executive Vice President

* the Partner 4 -
* the Project Partner(s) -

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

relating to the Project no. **TO01000324** entitled

»Regionální vodíkové vlaky na českých železnicích*/ Regional hydrogen trains on Czech railways* «

in short »**RegioHyt**«

(hereinafter referred to as the “Project”)

1.

**Description of facts**

1. On July 1st, 2024, the Parties concluded an Agreement on Utilization of Results of the Project "RegioHyt", registration number TO01000324 (hereinafter referred to as the “Agreement on Utilization”). The Project was solved with targeted financial support from the Czech Republic - program KAPPA TACR (hereinafter referred to as the "Provider").
2. The Partner 1 is an entity that is obliged to publish certain contracts in compliance with Act No. 340/2015 Coll., the Contract Register Act, as amended in the Register of Contract. As the Agreement on Utilization meets the criteria for publication in the Register of Contracts, its publication was necessary in accordance with the Contract Register Act to take effect.
3. Due to administrative omissions, the Agreement on Utilization was not timely published through the Register of Contracts, as a result of which it was cancelled based on the provisions of the Czech Act on the Register of Contract.
4. In order to regulate the mutual rights and obligations arising from the Agreement on Utilization, with regard to the fact that Parties acted with the awareness of the binding nature of the concluded Agreement on Utilization and in accordance with its content fulfilled what they had mutually agreed, and in an effort to remedy the situation arising as a result of the non-publication of the Agreement on Utilization in the Register of Contracts, the Parties conclude this Agreement in the wording, as stated below.
5.

**Rights and obligations of the Parties**

1. By this Agreement, the Parties mutually confirm that the content of their mutual rights and obligations, which they newly negotiate herein, is fully expressed in the text of the Agreement on Utilization which forms an annex to this Agreement for this purpose.
2. The Parties declare that they consider all mutually provided performance under the Agreement on Utilization to be performance under this Agreement and that in connection with the mutually provided performance they will not mutually raise claims against the other Parties on the grounds of unjust enrichment.
3. The Parties declare that all future performance under this Agreement, which is to be performed from the moment of its publication in the Register of Contracts in accordance with the content of mutual obligations expressed in the Annex to this Agreement, shall be performed according to the agreed conditions.
4. Party that is an obligated entity for publication in the Register of Contracts undertakes to publish this Agreement and its complete annexes in the Register of Contracts without delay in accordance with the provisions of the Contract Register Act.
5.

**Final provisions**

1. This Agreement shall come into effect on the day of its publication in the Register of Contracts.
2. The Agreement is concluded in electronic form and bears electronic signatures. The Parties declare

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that they have duly read this Agreement and have thus familiarised themselves with its contents, that it is the expression of their free and genuine will and that it has not been concluded under duress or on manifestly unfavourable terms, and that it is concluded after mutual consultation and, as proof of their will, they affix the signatures of their authorised representatives, by which they also confirm receipt of the appropriate number of copies thereof.

**ÚJV Řež, a. s.**

xxxxxxx
Chairman of the Board of Directors

xxxxx

Member of the Board of Directors

**Vysoká škola chemicko-technologická v Praze**

xxxxxx

Rector

**Výzkumný Ústav Železniční, a.s.**

xxxxx

Chairman of the Board of Directors

xxxxxxxxxx

Member of the Board of Directors

**Česká vodíková technologická platforma, z.s.,**

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Chairman of the Board

**SINTEF AS, by its institute SINTEF Digital**

Executive Vice President

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**Iceland**

**Liechtenstein Norway**

**Norway** grants grants

**Annex No. 1** - Agreement on Utilizations of Results dated July 1st, 2024