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<sup>1</sup> <http://www.niso.org/workrooms/kbart>

<sup>2</sup> [http://www.projectcounter.org/code\\_practice.html](http://www.projectcounter.org/code_practice.html)

<sup>3</sup> <http://www.niso.org/workrooms/sushi/>

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## XII. Warranties

1. Licensor warrants that it has all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee and the Participating Institutions for the purposes and terms outlined in this Agreement, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party. Licensor warrants that is authorized to fulfil any of its obligations set out in this Agreement and that this is ensured in the contract concluded with the Publisher.
2. Accessibility Requirements. Licensor warrants that the Licensed Materials comply with Publishers country of origin laws and regulations, and conform to the accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.0 at level AA or Rules of accessible web creation<sup>4</sup> based on Czech Republic Act. 365/2000 Coll. and Act. 81/2006 Coll. Licensor agrees to promptly respond to and resolve any complaint regarding accessibility of Licensed Materials.<sup>5</sup>

## XIII. Limitations on Warranties

1. Notwithstanding anything else in this Agreement, neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, that arises from the use of the Licensed Materials, or the inability (means incompetence, not the possibility, availability to use Licensed materials) to use the Licensed Materials.
2. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.
3. Except for the express warranties stated elsewhere in this Agreement, Licensor disclaims any and all other warranties, conditions, or representations (express,

<sup>4</sup> <http://www.pravidla-pristupnosti.cz>

<sup>5</sup> <http://www.w3.org/WAI/guid-tech.html>



implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability, or fitness for a particular purpose.

#### XIV. Indemnities

The Licensor shall indemnify and hold harmless the Licensee, the Participating Institutions and Authorized Users for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from any third party claim that alleges copyright infringement or other intellectual property infringement arising from the use of the Licensed Materials by the Licensee or any Participating Institution or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This Section XIV shall survive the termination of this Agreement.

#### XV. Assignment and Transfer

1. Neither party may assign, directly nor indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, except as otherwise provided in Section VII. Neither party to this Agreement may unreasonably withhold or delay such written consent.

#### XVI. Governing Law

1. This Agreement shall be interpreted and construed according to, and governed by, the laws of the Czech Republic, in particular by Act No. 89/2012 Coll., the Civil Code, as amended, excluding any such laws that might direct the application of the laws of another jurisdiction.

#### XVII. Dispute Resolution & Venue

1. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise good faith efforts to resolve the dispute as soon as possible. In the event that the parties cannot, by exercise of their good faith efforts, resolve the dispute, they shall submit the dispute to informal mediation, as further described below in this paragraph. The parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute. The party invoking mediation shall give to the other party written notice of its decision to seek informal mediation, and the notice must include a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within five (5) working days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at



a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute.

2. If the dispute is not resolved within thirty (30) calendar days of the meeting among the parties' executives, either party may pursue a legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in Prague, Czech Republic. During such court action, the parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute.

## XVIII. Force Majeure

1. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of Nature, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, acts of terrorism, insurrections, labor strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected. Upon the occurrence of an event of force majeure, the party affected shall promptly notify the other in writing setting forth the details of the occurrence, its expected duration and how that party's performance may be affected. The affected party shall resume the performance of its obligations as soon as practicable after the force majeure event ceases.

## XIX. Entire Agreement

1. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. For the avoidance of doubt, online terms and conditions as defined in Section VII shall not modify the terms of this Agreement.

## XX. Applicable provisions of the Agreement

1. The Articles set out in this Agreement are applicable as a whole to the Licensed Materials listed in the Appendix B, unless the Appendix D (Cards of the Licensed Materials) set out otherwise. In the Appendix D the exceptions to the conditions of this Agreement in relation to the respective Licensed Materials (Card of the Licensed Material) are stated. The provisions of Appendix D of this Agreement take precedence over the remainder of this Agreement. In the event of any conflict between the terms of Appendix D and the rest of the Agreement, the

wording of Appendix D prevails.

## XXI. Amendment

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

## XXII. Severability

1. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The contracting parties shall replace the invalid, illegal or unenforceable provision by a new provision, the wording of which shall correspond to the intent embodied by the original provision and this Agreement as a whole.

## XXIII. Waiver of Contractual Right

1. Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

## XXIV. Notices

1. All notifications, invitations, information, legal acts and other communications (“Notices”) made in the matters of and under this Agreement must be made in writing, the written form being retained if Notices are delivered by e-mail or fax.
2. Notices regarding the extent and manner of performance under this Agreement, damages, penalties, debts, contacts and this Agreement as such (for example the notification about breach, termination) must be delivered in person, by registered post or courier service. Notices delivered personally or by courier service shall be deemed received at the time of receipt or refusal of their receipt. Notices served by registered mail will be deemed delivered on the fifth (5th) business day following their proven posting.
1. Either party may from time to time change its Notice Address by written notice to the other party. Such change is effective from a delivery of such notice.



**2. If to Licensor:**

Albertina icome Praha s.r.o.  
Štěpánská 16, 110 00, Praha 1

Czech Republic  
Email: [czechelib@aip.cz](mailto:czechelib@aip.cz)

**3. If to Licensee:**

**3.1. Licensing contact:**

Head of Licensing Unit  
CzechELib  
National Library of Technology  
Technická 6, 160 80 Praha 6 - Dejvice  
Czech Republic

Email: [licensing@czechelib.cz](mailto:licensing@czechelib.cz)

## XXV. Audit rights

1. Licensor is obliged to stand still any control of a respective authority and to cooperate with any auditing/controlling body authorized to carry out audit in compliance with the rules and regulations of Czech Republic and mandatory rules of EU/EC regarding to the financial control especially regarding to the grants as well as to cooperate with persons authorized to execute the audit/control by such auditing bodies. Licensor shall not be entitled to any remuneration, compensation nor any other benefit for providing cooperation as described above.
2. Disallowance of the audit/control or a failure to provide cooperation as described in Article 1 shall be deemed as a serious breach of this Agreement.
3. Licensor is obliged to fully compensate any damages that should arise as a result of the conduct described in Article 2. Obligations described in Article 1 are imposed upon the Licensor regardless the termination of this Agreement.

## XXVI. Execution

1. This Agreement is compiled in three counterparts in the English language, each of which has the power of an original. Licensor shall receive one counterpart and Licensee shall receive two counterparts.
2. The parties agree that electronically signed versions of this originally executed Agreement are acceptable in lieu of printed signed copies and are to be given full force and effect under law.



**IN WITNESS WHEREOF**, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

**LICENSOR:**

BY: 

Signature of Authorized Signatory of Licensor

DATE: 

Ing. Vladimír Karen  
Statutory Representative  
Albertina icome Praha s.r.o. Štěpánská 16  
110 00 Praha 1  
Czech Republic  
E-mail: vladimir.karen@aip.cz

**LICENSEE:**

BY: 

Signature of Authorized Signatory of Licensee

DATE: 

Ing. Martin Svoboda  
Director of CzechELib  
National Library of Technology  
Technická 6  
160 80 Praha 6 - Dejvice  
Czech Republic





## Appendix A: Licensed Materials

Perpetual access:

Core collection (as set in Appendix F)

Access only:

The Taylor & Francis Science & Technology Library - 532 Journals

The Taylor & Francis Social Science & Humanities Library - 1,475 Journals

The Taylor & Francis Business, Management & Economics - 127 Journals

The Taylor & Francis Mathematics and Statistics - 52 Journals

The Taylor & Francis Medical Library - 203 Journals

All journals include backfile access till 1997 (including 1997).

List of Journals are currently available for download on the following website:

<https://librarianresources.taylorandfrancis.com/product-info/journals/>



## Appendix B: Participating Institutions & Fees

This Appendix contains business secrets pursuant to the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, not disclosed in the register of contracts in accordance with provisions of Section 3, Paragraph 1 of Act No. 340/2015 Coll.

### Participating Institutions:

Start of access in	Licensed Material P Participating Institution
	<b>The Taylor &amp; Francis Science &amp; Technology Library</b>
2018	Česká zemědělská univerzita v Praze / Czech University of Life Sciences
2018	Fyzikální ústav AV ČR, v.v.i. / Institute of Physics of the Czech Academy of Sciences
2018	Mendelova univerzita v Brně / Mendel University in Brno
2018	Národní technická knihovna / National Library of Technology
2018	Ostravská univerzita / University of Ostrava
2019	Technická univerzita v Liberci / Technical University of Liberec
2018	Univerzita Karlova v Praze / Charles University
2018	Ústav makromolekulární chemie AV ČR, v.v.i. / Institute of Macromolecular Chemistry, Czech Academy of Sciences
2018	Ústav teorie informace a automatizace AV ČR, v.v.i. / Institute of Information Theory and Automation
2018	Vysoká škola chemicko-technologická v Praze / University of Chemistry and Technology Prague
2018	Vysoké učení technické v Brně / Brno University of Technology
2019	Západočeská univerzita v Plzni / University of West Bohemia
	<b>The Taylor &amp; Francis Social Science &amp; Humanities Library</b>
2018	Masarykova univerzita / Masaryk University
2018	Ostravská univerzita / University of Ostrava
2018	Univerzita Karlova v Praze / Charles University
2019	Západočeská univerzita v Plzni / University of West Bohemia



	<b>The Taylor &amp; Francis Business, Management &amp; Economics</b>
2018	Česká zemědělská univerzita v Praze / Czech University of Life Sciences
2018	Mendelova univerzita v Brně / Mendel University in Brno
2018	ŠKODA AUTO Vysoká škola / ŠKODA AUTO UNIVERSITY
2019	Technická univerzita v Liberci / Technical University of Liberec
2018	Ústav teorie informace a automatizace AV ČR, v.v.i. / Institute of Information Theory and Automation
	<b>The Taylor &amp; Francis Mathematics and Statistics</b>
2018	Masarykova univerzita / Masaryk University
2018	Matematický ústav AV ČR, v.v.i. / Institute of Mathematics of the Czech Academy of Sciences
2018	Ústav informatiky AV ČR, v.v.i. / Institute of Computer Science of the CAS, v. i.
	<b>The Taylor &amp; Francis Medical Library</b>
2018	Univerzita Karlova v Praze / Charles University

### Fees:

**2018 Total (excl. VAT): € 450,000**

**2019 Total (excl. VAT): € 468,000 (equals 4% price-cap from last year)**

**2020 Total (excl. VAT): € 486,720 (equals 4% price-cap from last year)**

**Core Subscriptions:** As of the database model the Participating Institution's existing core subscriptions and access fees will disappear to make way for just an access fee. A record of existing Participating Institution's core subscriptions will be kept of an institution's core subscription value and subscriptions number for perpetual access rights. Leaving the consortia agreement will be subject to reinstating all core subscriptions value held in the subscription period before the license agreement.

**Deeply Discounted Print (DDP) Titles:** Print subscriptions shall be optionally available to Participating Institution's at the following rates:

- 75% discount on journals included in the subscribed collections



**Open Access:** The Licensee and Participating Institutions can join the Open Access Membership through the payment of an initial deposit and a Research Dashboard fee. The OA Membership entitles the Licensee and the Participating Institutions to:

- Discount on Article Publishing Charges (APC), depending on the amount of the initial deposit;
- A centralized and invoice-free workflow related to Open Access articles;
- A Research Dashboard Account, with which the Licensee and the Participating Institutions will be able to monitor all their accepted manuscripts for publication; approve or decline them for OA funding; track their OA prepayment fund;
- Reporting: Licensee and Participating Institutions will be able to obtain information on their APCs through the use of our Research Dashboard Report function; the Licensor will also provide quarterly reports of the overall OA publishing output of each OA Member.

**Eligibility:** Authors of Licensee or Participating Institutions which sign the OA Membership will be eligible for the above mentioned discounts during the Term of the individual OA Memberships contracts.

OA Memberships can be negotiated by The Licensee and Participating Institutions with the Licensor, either jointly or individually.



## Appendix C - IP Addresses of participating institutions

### 1/ Masaryk University / Masarykova univerzita (M)

IP address range: 147.251.\*.\*

### 2/ Institute of Mathematics of the Czech Academy of Sciences / Matematický ústav AV ČR, v.v.i. (M)

IP address range: 147.231.88.0/23

### 3/ Institute of Computer Science of the CAS, v. v. i. / Ústav informatiky AV ČR, v.v.i. (M)

IP address range: 147.231.6.8-147.231.6.11

### 4/ Czech University of Life Sciences / Česká zemědělská univerzita v Praze (B) (ST)

IP address range: 193.84.32.0/20

### 5/ Mendel University in Brno / Mendelova univerzita v Brně (B) (ST)

IP address range: 195.178.72.0-195.178.72.255, 195.178.73.0-195.178.73.255, 195.178.74.0-195.178.74.255, 195.178.75.0-195.178.75.255, 195.178.76.0-195.178.76.255, 195.178.77.0-195.178.77.255, 195.178.78.0-195.178.78.255, 195.178.79.0-195.178.79.255, 195.178.80.0-195.178.80.255, 195.113.143.0-195.113.143.255, 195.113.174.32-195.113.174.63, 195.113.194.0-195.113.194.255, 195.113.195.0-195.113.195.255, 195.113.204.0-195.113.204.255, 195.113.215.0-195.113.215.255, 195.113.216.0-195.113.216.255, 195.113.217.0-195.113.217.255, 195.113.218.0-195.113.218.255, 195.113.239.0-195.113.239.255, 78.128.147.0-78.128.147.255

### 6/ ŠKODA AUTO UNIVERSITY / ŠKODA AUTO Vysoká škola (B)

IP address range: 213.168.183.64/28

### 7/ Institute of Information Theory and Automation / Ústav teorie informace a automatizace AV ČR, v.v.i. (B) (ST)

IP address range: 147.231.12.9, 147.231.12.84, 147.231.1.0/26, 147.231.1.128/25, 147.231.10.0/25, 147.231.12.0/22, 147.231.16.0/24, 147.231.160.0/24

### 8/ Institute of Physics of the Czech Academy of Sciences / Fyzikální ústav AV ČR, v.v.i. (ST)

IP address range: 147.231.126.0/24, 147.231.127.0/24, 147.231.26.0/24, 147.231.27.0/24, 147.231.4.0/24, 147.231.232.0/24, 147.231.19.32/29, 147.231.19.176/29, 147.231.234.0/23

### 9/ University of Ostrava / Ostravská univerzita (ST) (SSH)

IP address range: 195.113.102.0 - 195.113.112.127, 78.128.128.0 - 78.128.146.255, 195.113.209.36 - 195.113.209.39, 195.113.209.56 - 195.113.209.63

### 10/ Charles University / Univerzita Karlova (ST) (MD)

IP address range: 78.128.160.0 - 78.128.209.127, 78.128.214.66 - 78.128.214.67, 193.84.55.0 - 193.84.63.255, 195.113.0.0 - 195.113.66.255, 195.113.89.0 - 195.113.93.255, 195.113.114.0 - 195.113.117.255, 195.113.130.0 - 195.113.131.255, 195.113.149.132 - 195.113.149.135, 195.113.149.176 - 195.113.149.183, 195.113.187.248 - 195.113.187.251, 195.113.189.0 - 195.113.189.255, 195.113.223.0 - 195.113.223.255, 195.113.229.0 - 195.113.229.255, 195.113.236.0 - 195.113.236.255, 195.113.245.0 - 195.113.245.255



**11/ Institute of Macromolecular Chemistry, Czech Academy of Sciences / Ústav makromolekulární chemie AV ČR, v.v.i. (ST)**

IP address range: 147.231.112.\*, 147.231.113.\*, 147.231.77.129-254, 147.231.51.227-228

**12/ University of Chemistry and Technology Prague / Vysoká škola chemicko-technologická v Praze (ST)**

IP address range: 147.33.\*.\*

**13/ Technical University of Liberec / Technická univerzita v Liberci (ST) (B)**

IP address range: 147.230.0.0 - 147.230.255.255

**14/ National Library of Technology / Národní technická knihovna (ST)**

IP address range: 195.113.241.0 - 195.113.241.255, 195.113.242.0 - 195.113.242.128, 195.113.242.128 - 195.113.242.159

**15/ Brno University of Technology / Vysoké učení technické v Brně (ST)**

IP address range: 147.229.\*.\*

**16/ University of West Bohemia / Západočeská univerzita v Plzni (ST) (SSH)**

IP address range: 147.228.\*.\*





## Appendix D: Cards of the Licensed Materials

The provisions of Appendix D of this Agreement take precedence over the remainder of this Agreement. In the event of any conflict between the terms of Appendix D and the rest of the Agreement, the wording of Appendix D prevails. The clauses set out in this Appendix supersede and replace the equivalent clauses in the main body of the Agreement.

Exceptions to the content of the Agreement:

A) The contracting parties explicitly exclude the application of the following provisions of the Agreement with the regard to the *Licensed Material*

IV. 3.9, IV. 3.10

B) New provisions applicable between the parties with the regard to the *Licensed Material*

### III. Fees

1. Fees and Payment. Licensee shall pay Licensor for the Licensed Materials pursuant to the terms set forth in Appendix A. All fees are due and payable by Licensee by the end of April of the respective calendar year.

### IV. Authorized Use of Licensed materials

3. Authorized Uses. Licensee, Participating Institutions and Authorized Users may make all use of the Licensed Materials as is consistent with UK copyright law with these licensing conditions. In addition, the Licensed Materials may be used for purposes of research, education or other non-commercial use as follows:

3.5. Archival/Backup Copy. Licensor shall provide to Licensee upon request, or Licensee may create, one (1) copy of the entire set of Licensed Materials to be maintained as a backup copy. In the event that the Agreement is terminated, or the Licensor no longer offers the Licensed Materials online, Licensee and Participating Institutions may use the backup copy to exercise their rights under section XI, Perpetual Rights, of this Agreement.

3.7 Classroom Use. Licensee, the Participating Institutions and Authorized Users may distribute single copies of individual articles or items of the Licensed Materials in print or electronic form to Authorized Users. For the avoidance of doubt, classroom handouts shall include the distribution of a copy for teaching purposes to all individual Authorized Users in a class at Authorized Sites (Appendix B).



- 3.12. Scholarly Sharing. On an ad hoc basis, Authorized Users may transmit to an individual third party, on a one-to-one basis, in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal non-commercial use or scholarly, educational, or scientific research or professional non-commercial use in the nature of collaboration, comment, or the scholarly exchange of ideas but in no case for resale or commercial purposes or in a manner that would substitute for direct access to the Licensed Materials via services offered by Licensor.
- 3.13. Text and Data Mining. Authorized Users may use the Licensed Materials to perform and engage in text and/or data mining activities within secure networks for academic research, scholarship, and other educational purposes and may utilize and share the results of text and/or data mining in their scholarly work and make the results available for use by others, so long as the purpose is not to create a product for use by third parties that would substitute for the Licensed Materials. Licensor will, upon receipt of written request, cooperate with Licensee and Authorized Users as reasonably necessary in making the Licensed Materials available in a manner and form most useful to the Authorized User. Licensor shall provide to Licensee, upon request, copies of the Licensed Materials for text and data mining purposes without any extra fees.
- 3.14 Interlibrary Loan. Using electronic, paper, or intermediated means, Licensee and the Participating Institutions at their discretion may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan ("ILL"). Licensor agrees that the electronic form of the Licensed Materials may be used as a source for the ILL whereby articles and/or chapters can be printed and these print copies can be delivered via postal mail, fax, or fax-based service to fulfil ILL requests from an academic, research or other non-commercial library. Requests received from for-profit companies may not be honored. ILL through secure electronic transmission, as demonstrated by the ARIEL, is permitted. Files transmitted in this manner must carry copyright notices and comply with copyright laws of Czech Republic.

## VII. Licensor Performance Obligations

10. Training. Licensor will provide to Licensee, Participating Institutions and Authorized Users appropriate online training resources as well as webinars on request relating to the use of the Licensed Materials and any Licensor software. Licensor also will provide additional training to Licensee and Participating Institutions staff if made necessary by any updates or modifications to the Licensed Materials or any Licensor software.
14. Transfer or Acquisition of Titles. If any portion of the Licensed Materials is transferred to or acquired from another party, Licensor shall use best efforts to ensure that Licensee nor the Participating Institutions do not lose access to content subject to this Agreement as a result of the transfer or acquisition. All reasonable effort will be made to ensure that any archival and perpetual access



rights that have been granted shall be honored, whether the Licensor is acting as the transferring or acquiring party. If Publisher is acquiring works that become subject to this Agreement, Licensor will use best efforts to acquire the rights to perform under this Agreement, including but not limited to perpetual access rights. Licensor agrees to communicate with the party from which it is acquiring works to exchange such relevant payment and rights information. For journal titles, Licensor will comply with the NISO Transfer Code of Practice.<sup>6</sup>

16. In order to facilitate the assessment of completeness of content, Licensee will get access to a listing of title, issue, chapter, or item level of the content of the Licensed Materials. Licensor will disclose to Licensee content known or found to be missing from the Licensed Materials, including but not limited to images, pages, issues, and chapters.
22. Usage Statistics. Licensee will get administrator access to usage data within the institutions, which could be accessed on demand. Statistics shall meet or exceed the most recent project Counting Online Usage of NeTworked Electronic Resources (COUNTER) Code of Practice Release,<sup>7</sup> including but not limited to its provisions on customer confidentiality. When a release of a new COUNTER Codes of Practice is issued, Licensor shall comply with the implementation time frame specified by COUNTER to provide use statistics in the new standard format. It is more than desirable that the Standardized Usage Statistics Harvesting Initiative (SUSHI) Protocol<sup>8</sup> is available for the Licensee to harvest the statistics.

## XI. Perpetual Rights

1. Perpetual License. Notwithstanding anything else in the Agreement, Licensor grants to Licensee and Participating Institutions a nonexclusive, royalty-free, system-wide perpetual license limited to the territory of Czech Republic to use any Licensed Materials that were subscribed to or for which a perpetual license fee has been paid during the Term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which Licensee and/or Participating Institutions shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement. If the Licensor's means of access is not available, the Licensee and/or Participating Institutions may provide substantially equivalent access to the Licensed Materials by use of an archival copy or by engaging the services of third-party trusted archives (such as Portico) and/or participating in collaborative archiving endeavors to exercise its perpetual use rights.

Perpetual access covers the Licensed Materials agreed as such not including materials which come as an additional backfile access during subscription period.

4. Third Party Archiving and Licensee acknowledge that third party archiving services, as provided by Lockss and Portico can be engaged in collaborative archiving endeavors to exercise Licensee's rights under this section of agreement. The licensor has made sure its content will be actively preserved and available in the event it is no longer offered by themselves or a successor.-Licensor agrees to cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Materials available for archiving purposes. Licensee and/or Participating Institutions may perpetually use a third-party trusted system or collaborative archive to access or store the Licensed Materials, so long as Licensee's and Participating Institutions' use is under the same terms as this Agreement.

## XVII. Governing Law

1. This Agreement shall be interpreted and construed according to, and governed by, the laws of the Czech Republic, in particular by Act No. 89/2012 Coll., the Civil Code, as amended, excluding any such laws that might direct the application of the laws of another jurisdiction.

## Appendix E: Payment Terms

1. The price for the Licensed Materials shall be paid on the Licensor's bank account as specified on the Licensor's invoices.
2. The price for the Licensed Materials shall be paid annually for each commenced calendar year of the duration of the Agreement in the amount set forth therein. The parties expressly state that the price for the year 2018 shall be paid in the whole amount, regardless of the beginning of the Agreements' effectiveness.
3. All the prices under this Agreement are set forth as final, unchangeable and maximum allowable.
4. The value added tax shall be added to all the prices under this Agreement in the value prescribed by the law.
5. The price for each commenced calendar year of the duration of the Agreement shall be paid in two part payments with the following maturity:
  - Max 50% on 20 February of the given year for which the Licensed Materials are paid with the exception of the first year of the Agreement, where it is on 20<sup>th</sup> day of the month following after the Effective date (maturity of the first part payment);
  - Max 50% on 30 April of the given year for which the Licensed Materials are paid (maturity of the second part payment) with the exception of the first year of the Agreement, where it is on 30 November;
  - The abovementioned maturities are applicable only if the invoice (all the invoices) is delivered to the Licensee up to 15 days before the stated maturity of the first part payment with the exception of the first year of the Agreement, where it is up to 10 days before the stated maturity of the first part payment;
  - If the invoice is delivered later, at least by the 15 days prior to the due date of the second part payment, i.e. in the term beginning from 1 March to 15 April of the given year, the due date of the first part payment shall be within 15 days from the date of the provable invoice delivery. The maturity of the second part payment remains unaffected;
  - If the invoice is delivered later, the due date of both part payments shall be within 15 days of the provable invoice delivery date with the exception of the first year of the Agreement, where it shall be within 10 days of the provable invoice delivery date.
6. The invoice shall be issued in the currency specified in the Agreement. In the event that there are multiple currencies specified in the Agreement for each Licensed Materials, the Licensor shall issue at least the number of invoices corresponding to the number of currencies. The foreign currency on the invoice(s) shall also be converted into Czech crowns according to the Czech National Bank exchange rate ([www.cnb.cz](http://www.cnb.cz)) on the date of the taxable transaction. In the case of invoice (s) in foreign currency, the supplier shall indicate on the invoice (s) outside the cost in foreign currency also the cost converted to Czech crowns according to

the rate of the Czech National Bank on the date of invoice issuance, in the case of invoicing VAT 21%, the conversion shall be carried out also for VAT.

7. Invoice - the tax document shall contain all the requisites of the tax document. The invoice shall contain all the requisites set forth in the Act No. 89/2012 Coll., The Civil Code, as amended and Act No. 235/2004 Coll., VAT Act, as amended. The invoice shall be delivered to the Licensee either originally or electronically to the e-mail address faktury@techlib.cz. The invoice shall include summary of all the Licensed Materials pursuant to the Agreement. The invoice shall also be labeled „IPS CzechELib, reg. č. CZ.02.1.01/0.0/0.0/16\_040/0003542”.
8. If the invoice does not contain the requisites set forth in this Agreement or these are incorrect or incomplete, the Licensee is entitled to return such invoice to the Licensor for completion/correction. In such case, the term of payment shall be interrupted and the new term of payment shall run from the provable invoice delivery date to the Licensee and pursuant to the rules set forth above. The procedure under the previous sentence may also be repeated. Denial of monetary performance and the related return of an invoice in accordance with this paragraph do not constitute a default in the payment by the Licensee.
9. Fulfillment of any financial obligation associated with performance under this Agreement shall be understood as the moment of debiting the full amount from the bank account of the other party.
10. The Licensor is not entitled to require any advance payments under this Agreement.
11. The Licensor declares that is a VAT payer and that is not an unreliable VAT payer within the meaning of the Section 106a of the VAT Act. In the event that the tax administrator starts a procedure that the Licensor is an unreliable VAT payer, the Licensor undertakes to notify such fact to the Licensee in writing without undue delay.
12. The Licensor further declares that he fulfills all the conditions set forth in the Section 109 of the VAT Act, i.e. that he has not breached any obligation under the VAT Act which could lead to the liability of the Licensee for the unpaid tax under the Section 109 of the VAT Act. The Licensor undertakes that if there is a threat or even a breach of any Licensor's obligation that could lead to the liability of the Licensor for an unpaid tax, he shall notify such fact in writing to the Licensee without undue delay.
13. Any payments made under this Agreement in favor of the Licensor shall be made to the Licensor's bank accounts, which is registered with the tax authority within the meaning of the Section 109 of the VAT Act, which the Licensor confirms. In the event that the Licensor becomes an unreliable VAT payer under the preceding paragraphs or there is a threat that the Licensor becoming an unreliable VAT payer under the preceding paragraphs, or the Licensor's account shall not be registered with the tax administrator, the Licensor expressly agrees that the VAT from the price under this Agreement shall be paid directly to the tax administrator's account in accordance with the binding legislation.
14. The Licensor takes on the risk of a change in circumstances under the Section 1765 (1) of the Act No. 89/2012 Coll., The Civil Code, as amended.



## Appendix F: Journal lists

The following journals classified as “core subscriptions” are available to all Participating Institutions. For the avoidance of doubt all Participating Institutions are granted perpetual access rights to “core subscriptions” under Section XI.

SSH/S&T	Subject Collection	Title	Acronym	ISSN
MT	Allied & Public Health	Journal of the American College of Nutrition	UACN	1541-1087
MT	General Medicine & Dentistry	Fetal and Pediatric Pathology	IPDP	
MT	General Medicine & Dentistry	Journal of Horticultural Science & Biotechnology	IJDT	1471-1753
MT	General Medicine & Dentistry	Platelets	IPLT	
MT	Psychology	Leukemia & Lymphoma	ILAL	
S&T	Biological, Earth & Environmental Food Science	Animal Biotechnology Online	LABT	1532-2378
S&T	Biological, Earth & Environmental Food Science	British Poultry Science	CBPS	1466-1799
S&T	Biological, Earth & Environmental Food Science	Journal of Apicultural Research Online	TJAR	2078-6913
S&T	Biological, Earth & Environmental Food Science	Journal of Essential Oil Research Online	TJEO	2163-8152
S&T	Biological, Earth & Environmental Food Science	Journal Of Sustainable Forestry Online	WJSF	1540-756X
S&T	Biological, Earth & Environmental Food Science	Mycologia	UMYC	0027-5514
S&T	Biological, Earth & Environmental Food Science	North American Journal of Aquaculture Online	UNAJ	1548-8454
S&T	Biological, Earth & Environmental Food Science	Plant Signaling & Behavior Online	KPSB	
S&T	Biological, Earth & Environmental Food Science	Soil & Sediment Contamination Online	BSSC	1549-7887
S&T	Biological, Earth & Environmental Food Science	Systematics and Biodiversity Online	TSAB	





S&T	Biological, Earth & Environmental Food Science	The Journal of Horticultural Science and Biotechnology Online	THSB	1080-DUMM
S&T	Chemistry	Critical Reviews in Analytical Chemistry Online	BATC	1547-6510
S&T	Chemistry	Crystallography Reviews Online	GCRY	1476-3508
S&T	Chemistry	International Journal of Polymer Analysis and Characterization	GPAC	1023-666X
S&T	Chemistry	Liquid Crystals Pack Online	TLCTP	DUMM-5855
S&T	Chemistry	Plastics, Rubber and Composites Macromolecular Engineering	YPRC	1465-8011
S&T	Chemistry	Polymer Reviews	LMSC	1532-1797
S&T	Chemistry	Polymer-Plastics Technology and Engineering	LPTE	0360-2559
S&T	Chemistry	Supramolecular Chemistry Online	GSCH	1029-0478
S&T	Chemistry	Synthetic Communications Online	LSYC	1532-2432
S&T	Engineering Computing & Technology	Architectural Engineering and Design Management Online	TAEM	1752-7589
S&T	Engineering Computing & Technology	Cybernetics & Systems(on-Line)	UCBS	1087-6553
S&T	Engineering Computing & Technology	Drying Technology Online	LDRT	1532-2300
S&T	Engineering Computing & Technology	International Journal of Computer Integrated Manufacturing	TCIM	0951-192X
S&T	Engineering Computing & Technology	International Journal of Crashworthiness Online	TCRS	1754-2111
S&T	Engineering Computing & Technology	International Journal of Digital Earth Online	TJDE	1753-8955
S&T	Engineering Computing & Technology	International Journal of Green Energy Online	LJGE	1543-5083
S&T	Engineering Computing & Technology	International Journal of Mining, Reclamation and Environment Online	NSME	1744-5000
S&T	Engineering Computing & Technology	International Journal of Parallel, Emergent and Distributed Systems Online	GPAA	1744-5779
S&T	Engineering Computing & Technology	International Journal of Sustainable Energy Online	GSOL	1478-646X
S&T	Engineering Computing & Technology	Journal of Applied Non-Classical Logics Online	TNCL	1958-5780
S&T	Engineering Computing & Technology	Journal of the Air & Waste Management Association Online	UAWM	SUPP-3289
S&T	Engineering Computing & Technology	Journal of the Textile Institute	TJTI	0040-5000
S&T	Engineering Computing & Technology	New Review of Hypermedia and Multimedia Online	THAM	1740-7842



S&T	Engineering Computing & Technology	Surface Engineering Online	YSUE	1743-2944
S&T	Engineering Computing & Technology	Tribology Transactions	UTRB	1040-2004
S&T	Mathematics & Statistics	Communications in Algebra Online	LAGB	1532-4125
S&T	Mathematics & Statistics	Communications in Partial Differential Equations	LPDE	0360-5302
S&T	Mathematics & Statistics	Dynamical Systems: An International Journal Online	CDSS	1465-3389
S&T	Mathematics & Statistics	Journal of the American Statistical Association	UASA	0162-1459
S&T	Mathematics & Statistics	Mathematical and Computer Modelling of Dynamical Systems Online	NMCM	
S&T	Mathematics & Statistics	Numerical Functional Analysis and Optimization	LNFA	0163-0563
S&T	Mathematics & Statistics	Quaestiones Mathematicae	TQMA	1607-3606
S&T	Mathematics & Statistics	Stochastic Analysis and Applications	LSAA	0736-2994
S&T	Mathematics & Statistics	Stochastic Models	LSTM	1532-6349
S&T	Physics	Advances in Physics	TADP	0001-8732
S&T	Physics	Contemporary Physics	TCPH	0010-7514
S&T	Physics	Critical Reviews in Solid State and Materials Sciences Online	BSMS	1547-6561
S&T	Physics	Geophysical and Astrophysical Fluid Dynamics Online	GGAF	1029-0419
S&T	Physics	Journal of Energetic Materials Online	UEGM	1545-8822
S&T	Chemistry	Journal of Macromolecular Science, Part A: Pure and Applied Chemistry	LMSA	1520-5738
S&T	Physics	Journal of Macromolecular Science, Part B: Physics	LMSB	0022-2348
S&T	Physics	Journal of Nuclear Science and Technology Online	TNST	1881-1248
S&T	Physics	Materials at High Temperatures Online	YMHT	1878-6413
S&T	Physics	Materials Science and Technology	YMST	0267-0836
S&T	Physics	Philosophical Magazine Letters(on-Line)	TPHL	1362-3036
S&T	Physics	Philosophical Magazine Online	TPHM	1478-6443
S&T	Physics	Powder Metallurgy Online	YPOM	1743-2901



S&T	Physics	Waves in Random & Complex Media (Online)	TWRM	1745-5049
SSH	Anthropology, Archaeology and Heritage	Journal of Wetland Archaeology	YJWA	1473-2971
SSH	Anthropology, Archaeology and Heritage	Tel Aviv (Journal of the Institute of Archaeology of Tel Aviv University)	YTAV	
SSH	Arts & Humanities	CAA Journals: The Art Bulletin, Art Journal, CAA Reviews	RCABP	PACK-3249
SSH	Arts & Humanities	Culture and Religion	RCAR	0143-8301
SSH	Arts & Humanities	Early Medieval China	YEMC	1529-9104
SSH	Arts & Humanities	Food, Culture & Society Online	RFFC	1751-7443
SSH	Arts & Humanities	Historical Journal of Film, Radio and Television	CHJF	0143-9685
SSH	Arts & Humanities	History and Philosophy of Logic Online	THPL	1464-5149
SSH	Arts & Humanities	Religion	RREL	0048-721X
SSH	Arts & Humanities	Studies in Eastern European Cinema Not Lapsed	REEC	
SSH	Arts & Humanities	Tang Studies	YTNG	0737-5034
SSH	Arts & Humanities	The Interpreter and Translator Trainer	RITT	
SSH	Arts & Humanities	The Translator	RTRN	
SSH	Business Management & Economics	Scandinavian Actuarial Journal	SACT	0346-1238
SSH	Criminology & Law	Contemporary Justice Review	GCJR	1028-2580
SSH	Education	Educational Research & Evaluation	NERE	1380-3611
SSH	Education	Environmental Education Research Online	CEER	1469-5871
SSH	Education	Intercultural Education	CEJI	1467-5986
SSH	Education	International Journal of Science Education Full Set Online	TSEDP	9999-5289
SSH	Education	Journal of Education for Teaching Online	CJET	1360-0540
SSH	Education	Journal of Physical Education, Recreation & Dance	UJRD	2168-3816
SSH	Education	Research Quarterly for Exercise and Sport	URQE	0270-1367
SSH	Education	Studies in Art Education: A Journal of Issues and Research	USAE	0039-3541



SSH	Education	Teachers and Teaching: Theory and Practice Online	CTAT	1470-1278
SSH	Education	Teaching Education Online	CTED	
SSH	Education	The Journal of Educational Research	VJER	0022-0671
SSH	Geography, Planning, Urban & Environment	City: Analysis of Urban Trends,Culture,Theory, Policy, Action	CCIT	1360-4813
SSH	Geography, Planning, Urban & Environment	Economic Geography	RECG	0013-0095
SSH	Geography, Planning, Urban & Environment	Eurasian Geography and Economics	REGE	1538-7216
SSH	Geography, Planning, Urban & Environment	Geografiska Annaler Series B, Human Geography Online	RGAB	1468-0467
SSH	Geography, Planning, Urban & Environment	International Research in Geographical and Environmental Education	RGEE	1038-2046
SSH	Geography, Planning, Urban & Environment	Journal of Architectural Conservation	RACO	1355-6207
SSH	Geography, Planning, Urban & Environment	Journal of Geography and The Geography Teacher	RJOGP	9999-1341
SSH	Geography, Planning, Urban & Environment	Regional Studies Pack	CRESP	9999-3404
SSH	Geography, Planning, Urban & Environment	Social & Cultural Geography	RSCG	1464-9365
SSH	Geography, Planning, Urban & Environment	Urban Geography	RURB	0272-3638
SSH	Geography, Planning, Urban & Environment	Urban Research and Practice	RURP	1753-5069
SSH	Media, Cultural & Communication Studies	Critical Studies in Media Communication	RCSM	0739-3180
SSH	Media, Cultural & Communication Studies	Digital Journalism	RDIJ	2167-0811
SSH	Media, Cultural & Communication Studies	Journal of Broadcasting & Electronic Media	HBEM	0883-8151
SSH	Media, Cultural & Communication Studies	Journal of Media Economics	HMEC	0899-7764
SSH	Media, Cultural & Communication Studies	Journalism Studies and Journalism Practice Full Set	RJOSP	9999-DMMU
SSH	Media, Cultural & Communication Studies	Media History	CMEH	1368-8804
SSH	Mental & Social Care	European Journal of Social Work	CESW	1369-1457
SSH	Mental & Social Care	International Journal of Clinical & Experimental Hypnosis	NHYP	0020-7144
SSH	Mental & Social Care	Journal Of Family Social Work	WFSW	1052-2158
SSH	Mental & Social Care	Journal of Sex & Marital Therapy Online	USMT	1521-0715
SSH	Mental & Social Care	Journal of Social Work Education	USWE	1043-



				7797
SSH	Politics, International Relations & Area Studies	Environmental Politics	FENP	0964-4016
SSH	Politics, International Relations & Area Studies	Journal of Baltic Studies Online	RBAL	1751-7877
SSH	Politics, International Relations & Area Studies	Journal of Comparative Policy Analysis Online	FCPA	1572-5448
SSH	Politics, International Relations & Area Studies	Journal of European Public Policy	RJPP	1350-1763
SSH	Politics, International Relations & Area Studies	Local Government Studies Online	FLGS	1743-9388
SSH	Politics, International Relations & Area Studies	Post-Soviet Affairs Online	RPSA	1938-2855
SSH	Politics, International Relations & Area Studies	Regional & Federal Studies	FRFS	1359-7566
SSH	Politics, International Relations & Area Studies	Social Movement Studies	CSMS	1474-2837
SSH	Politics, International Relations & Area Studies	West European Politics	FWEP	0140-2382
SSH	Sociology & Related Disciplines	Ethnic and Racial Studies	RERS	0141-9870
SSH	Sociology & Related Disciplines	European Societies plus European Journal of Cultural and Political Sociology Pac Online	RESAP	PACK-4815
SSH	Sport, Leisure & Tourism	Leisure Studies(on-Line)	RLST	
SSH	Sport, Leisure & Tourism	Sports Biomechanics	RSPB	
SSH	Strategic Defence & Security Studies	Survival	TSUR	0039-6338
SSH	Strategic Defence & Security Studies	Terrorism & Political Violence	FTPV	0954-6553

