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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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4. The Licensee undertakes to ensure and guarantee that Participating institutions shall comply with the terms of this Agreement and shall use the Licensed Materials in accordance with the license terms set out in this Agreement and shall observe their duties set out in this Agreement. The Licensee undertakes to ensure that the Participating institutions shall secure following the license terms by the end/Authorized Users.



## IX. Term

1. This Agreement shall become valid and effective on the date of its publication in the Register of Contracts (the “Effective Date”). The Parties to this Agreement declare that they commenced to perform their obligations and Licensor provided access to the Licensed Materials as of 1 January 2019, i.e. before the Effective Date due to the necessity of access to the Licensed Materials as of 1 January 2019. Performance of the Licensor’s obligation to make the Licensed Materials available before the Effective Date shall be considered entirely as a performance according to and in compliance with this Agreement.

This Agreement shall be in effect from the Effective Date through the expiration date as set out in Appendix A unless terminated earlier in accordance with the provisions in Section XI.

## X. Renewal

1. This Agreement shall be renewable at the end of the current term for a successive two (2) years term unless either party gives written notice of its intention to cancel ninety (90) days before expiration of the current term.

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1. Early Termination for Financial Hardship. The Licensee may terminate this Agreement without penalty after 31 December 2020 if sufficient content acquisitions funds are not allocated to enable the Licensee and/or Participating Institutions, in the exercise of its reasonable administrative discretion, to continue this Agreement. In the event of such financial circumstances, Licensee will notify Licensor of the intent to terminate the Agreement as soon as is reasonably possible, but in any case, not later than 20 January of 2021 or 20 January of any following year, and this transaction shall terminate on the last day of the subscription period for which payment has been made without penalty of expense to the Licensee of any kind whatsoever, except as to the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available.
2. Termination for Breach. If either party believes that the other has materially breached any obligations under this Agreement, such party shall so notify the breaching party in writing with a detailed description of the breach. The breaching party shall have thirty (30) days from the receipt of notice to use all reasonable means to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice. Termination is effective by the date of delivery such a notice.



3. Termination of access. Once this Agreement ends, by early termination or otherwise, the Licensor may terminate access to the Licensed Materials by Licensee, Participating Institutions and Authorized users, subject to Section XII, below. In addition, authorized copies of Licensed Materials made by Authorized Users may be retained for educational purposes and used subject to the terms of this Agreement.
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<sup>4</sup> <http://www.pravidla-pristupnosti.cz>

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



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#### 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. Amendment

1. 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.

## XXI. 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.

## XXII. 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.

## XXIII. 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.



3. 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.
  
4. 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)
  
5. If to Licensee:  
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)

## XXIV. 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.

## XXV. 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

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

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



## Appendix A: Licensed Materials

### Licensed Materials:

- Name Gale Literary Sources
- Title lists available at <https://support.gale.com/tlist/products/>
- Description

<https://www.gale.com/intl/databases/gale-literary-sources>

Gale Literary Sources is an integrated research experience that brings together Gale's premier literary databases. This unique digital environment allows researchers of all levels to find a starting point, search across a wide array of materials and points in time, and discover new ways to analyse information

### Content:

- Literature Resource Center
- LitFinder a LitFinder for Schools
- editions Scribner Writers Online a Twayne's Authors Online from GVRL
- Dictionary of Literary Biography Complete Online
- Something About the Author Online
- Literature Criticism Online
  - Nineteenth Century Literary Criticism
  - Twentieth Century Literary Criticism
  - Children's Literary Review
  - Classical and Medieval Literature Criticism
  - Contemporary Literature Criticism
  - Literature Criticism 1400 - 1800
  - Drama Criticism
  - Poetry Criticism
  - Shakespeare Criticism
  - Short Story Criticism

<https://www.gale.com/intl/databases/gale-literary-sources>

**Agreement Term:** 1 January 2019 - 31 December 2020 + optional 1 January 2021 - 31 December 2022

**Access Conditions:** Unlimited simultaneous user systemwide access

**Authentication:** IP authentication (See Appendix C for IP addresses)



## 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 and Paragraph 2 letter b) of Act No. 340/2015 Coll. (the fees of the individual Participating institutions).

Participating Institution	2019	2020	2021	2022
Masaryk University				
University of Jan Evangelista Purkyně in Ústí nad Labem				
Charles University				
Palacký University Olomouc				
National Library of the Czech Republic				
<b>Total (excl. VAT)</b>	<b>\$ 14 260</b>	<b>\$ 14 975</b>	<b>\$ 15 720</b>	<b>\$ 16 510</b>
<b>Grand total (excl. VAT)</b>	<b>\$ 61 465</b>			



## Appendix C - IP addresses of participating institutions

Masaryk University	147.251.0.0-147.251.49.35 147.251.49.37-147.251.255.255
National Library of the Czech Republic	195.113.132.25, 195.113.132.33, 195.113.132.71, 195.113.132.224-195.113.132.239, 195.113.134.1, 195.113.134.104-195.113.134.111
J. E. Purkyne University in Usti nad Labem	195.113.136.0-195.113.141.255
Charles University	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
Palacky University Olomouc	158.194.0.0-158.194.255.255



## Appendix D: Payment Terms

1. The price for the Licensed Materials shall be paid on the Licensor's bank account as stated on the Licensor's invoice.
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 2019 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:
  - a. 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);
  - b. Max 50% on 30 April of the given year for which the Licensed Materials are paid (maturity of the second part payment);
  - c. 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;
  - d. If the invoice is delivered later, at latest 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;
  - e. If the invoice is delivered later, the due date of both part payments shall be within 15 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 Material, 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 taxable transaction, in the case of invoicing VAT, 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 [faktery@techlib.cz](mailto:faktery@techlib.cz). The invoice shall include a 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. Fulfilment 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 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.

