

Identification number of the agreement:

Agreement on central purchase

concluded pursuant to the Section 1746 (2) of the Act 89/2012 Coll., Civil Code, as amended and in accordance with the Section 9 (1) letter a) of the Act 134/2016 Coll., on public procurement, as amended (hereinafter „**Act on public procurement**“)

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

between the following contracting parties:

Name: **National Library of Technology**

Seat: Technická 2710/6, 160 80 Praha 6 - Dejvice

Identification number: 61387142

Represented by: Ing. Martin Svoboda, Director

(hereinafter referred to as the „**Central purchasing body**“)

and

Name:

Seat:

Identification number:

Other details¹:

Represented by:

(hereinafter referred to as the „**Authorizing contracting authority**“)

(Central purchasing body and Authorizing contracting authority hereinafter referred to as the “**Contracting Parties**”)

I.

Subject matter and purpose of the Agreement

1. The subject matter of this Agreement is the regulation of the mutual rights and obligations of the Central purchasing body and the Authorizing contracting authority within the meaning of Section 9 (4) of the Act on public procurement in connection with the centralized award of public contracts on services for the **acquisition of electronic information resources** (hereinafter referred to as the “**EIR**”), on the basis of contracts lasting until 31th December 2020 with option until 31th December 2022, which the Central purchasing body intends to conclude always with a sole supplier who submits the most appropriate bid (hereinafter referred to as “**Public procurements**”), and subsequently cede the performance of the public contract or part

¹ If the entity is registered in the Commercial Register or another register, it is also necessary to add the information on this registration in accordance with Section 435 of the Civil Code.



thereof to the Authorizing contracting authority for the price not higher than for which the Central purchasing authority has purchased the supply. The list of EIR, for which the Contracting Parties conclude this Agreement on the central purchase, is set out in Appendix 1, which is an integral part of this Agreement.

2. The purpose of this Agreement is to regulate the rights and obligations of the Contracting Parties relating to the centralized procurement of the Public procurements, which, within the meaning of Article 9 (1) letter a) of the Act on public procurement, shall be carried out by the Central purchasing body. The Central purchasing body shall undertake the Public procurements free of charge and shall acquire specified services and these services subsequently assign to the Authorizing contracting authority.

II. Rights and obligations of the Contracting Parties

1. The Contracting Parties have agreed that the Central purchasing body shall carry out centralized procurement of public contracts, consisting in the administration of a procurement procedure for each Public procurement in which the Central purchasing body acquire services for the Authorizing contracting authority under the Section 9 (1) letter a) of the Act on public procurement. For this purpose, the Authorizing contracting authority authorize the Central purchasing body to the performance of procurement activities for awarding of public contracts in the Public procurements.
2. The Contracting Parties agree, and the Central purchasing body hereby undertakes that all rights and obligations relating to the performance of procurement procedures to all Public procurements shall be exercised as far as possible by the Central purchasing body.
3. The Contracting Parties agree that the Central Purchasing body is entitled to act on behalf of the Authorizing contracting authority in respect of third parties.
4. The Central purchasing body shall be responsible for the legal course of each procurement procedure under the Act on public procurement, shall bear all costs associated with the performance of these procurement procedures and any costs or penalties resulting from any breach of the Act on public procurement or other relevant legal regulations. This does not apply if a breach of the law has occurred through the act or omission of the Authorizing contracting authority. Any other costs related to the provision of information and any cooperation of the Authorizing contracting authority to the Central purchasing body under this Agreement shall be borne by the Authorizing contracting authority.
5. In the case that, on the basis of the fault of the Authorizing contracting authority, a tender procurement is cancelled or impossible to finish (for example, the Authorizing contracting authority in the course of realization of negotiated procedure cancels its demand of EIR listed in Annex 1), the Central purchasing body is entitled to require on the Authorizing contracting authority compensation of all costs and damages incurred to the Central purchasing body or to the other authorizing contracting authorities during the realization of tender procedure or in the connection with tender procedure.
6. The Authorizing contracting authority is obliged to inform the Central purchasing body about all substantial facts which may affect the course of the procurement procedures and their legality. The Authorizing contracting authority is obliged to provide the Central purchasing body, within a reasonable period specified by the Central purchasing body, with all the necessary and required cooperation, in particular, to exchange relevant documents, make explanations or written opinions all this for the purpose of compliance of the Central purchasing body with his obligations arising from the Act on public procurement. Particularly, the Authorizing contracting authority is obliged to disclose to the Central contracting authority, within the period set by the



Central contracting authority, all information necessary to provision of explanation of procurement documents pursuant to the Article 98 of the Act on public procurement.

7. The Central Purchasing body shall be entitled to cooperate with an external professional consultant to fulfil its obligations, including the representation in the procurement procedures for public contracts by such consultant, as far as possible under the Act on public procurement.
8. The Central purchasing body shall acquire services and in accordance with the provision of Section 9 (1) letter a) of the Act on public procurement subsequently assign such services to the Authorizing contracting authority for the price not higher than the price for which they were acquired. The Authorizing contracting authority undertakes to respect all conditions set out in the contracts concluded between the Central purchasing body and the suppliers of the services.
9. The Authorizing contracting authority, on the basis of Public procurements with the Central purchasing body, is obliged to conclude a contract for the ensurance and accessibility of the EIR within 30 days after the delivery of the call of the Central purchasing body, by which the Central purchasing body shall assign access to the EIR to the Authorizing contracting authority, which were ensured in the procurement procedures administrated by the Central purchasing body. The list of EIR and their specification and quantity, is specified in the Appendix 1 to this Agreement, which is an integral part of this Agreement (hereinafter referred to as "**subject of performance**"). The Authorizing contracting authority is obliged, after the conclusion of the contract hereinabove, to withdraw and pay for the subject of performance, in the case of citation databases (Web of Science, Scopus), the amount of 30 % of the price, and in the case of other EIR up to 50 % of the price, which was agreed with the suppliers of the services in individual procurement procedures. The abovementioned financial participation covers the period 2019 - 2020. The abovementioned financial participation is based on the stability of the Czech crown and VAT rate, respectively the exchange rate of the Czech crown against foreign currencies at the date of the signature of the supplier contract or that the VAT at the time of the effectiveness of the contracts with suppliers may not increase more than 10 % in individual case.
10. The Central purchasing body shall not be obliged to provide the Authorizing contracting authority with all the partial performance items (individual EIR) listed in Annex 1 to this Agreement, particularly, in the case that an individual partial performance of the subject of performance listed in Annex 1 to this Agreement is not available to the Central purchasing body due to its failure to conclude a specific contract in a procurement procedure. In such a case, the Authorizing contracting authority shall be obliged to proceed in accordance with paragraph 9 of this Article, in particular to conclude a contract with the Central purchasing body, even if the subject of performance is not complete (not all demand EIR are acquired), i.e. if the Central purchasing body, together with the call under paragraph 9 of this Article, inform the Authorizing contracting authority that there is a reduction in the items of the subject of performance.
11. All communication under this Agreement will be addressed to the contact persons of the Contracting Parties, which are:

for Authorizing contracting authority: ..., (email)

for Central purchasing body: Dagmar Davidová, dagmar.davidova@czechelib.cz, 232 002 582, 725 825 677, National Library of Technology, CzechELib, address Technická 2710/6, 160 80 Praha 6 – Dejvice, Czech republic, data box: syd69w9.



III.

Final provisions

1. This Agreement is concluded for a definite period, until the termination of the tender procedures for all public contracts listed in Annex 1 to this Agreement.
2. If any provision of this Agreement shall become void or unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected. The Contracting Parties shall replace the void or unenforceable provision by a new provision corresponding to a logic addition of the Agreement.
3. The Contracting Parties agree with the publishing of this Agreement, including any personal data contained therein, in the extent and under the conditions of applicable laws.
4. If this Agreement is signed with an electronic signature and is sent via a data box, it is executed in one (1) original. If this Agreement is physically signed, it is executed in three (3) counterparts, which have the validity and authenticity of the original, the Authorizing contracting authority receives one (1) counterpart and the Central purchasing body two (2) counterparts.
5. This Agreement may be amended or supplemented only by means of written numbered amendments based on the consent of both Contracting Parties.
6. The Contracting Parties state that agree with the text hereof and that this Agreement is concluded in accordance with their free will.
7. This Agreement shall enter into force on the date of signature of the authorized representatives of the Contracting Parties and into effect on the day of publication in the register of contracts according to Act No. 340/2015 Coll., on the condition of effect of selected contracts, publication of such contracts and on the register of contracts, as amended. The publication shall be ensured by the Central purchasing body.

In _____ on _____

Central purchasing body

In _____ on _____

Authorizing contracting authority

