

ELSEVIER SUBSCRIPTION AGREEMENT

This agreement (“Agreement”) is entered into as of [REDACTED] by and between **CzechELib - National Library of Technology**, Technická 2710/6, 160 80 Praha 6 - Dejvice, Czech Republic (the “Lead Institution”), for and on behalf of itself and the institutions identified on Schedule 2, pursuant to an authorizing agreement substantially in the form set forth on Schedule 3 (the “Institutions”) known collectively as Consortium (all, collectively, the “Subscriber”), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands (“Elsevier”). As used in this Agreement, “Consortium” refers to the Lead Institution or to such other Institution or Institutions as the Lead Institution may specify, depending on the context in which that term is used.

The parties hereto agree as follows:

SECTION 1. SUBSCRIPTION.

1.1 *Subscribed Products.*

Elsevier hereby grants to the Subscriber the non-exclusive, non-transferable right to access and use the products and services identified in Schedule 1 (“Subscribed Products”) and provide the Subscribed Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement.

1.2 *Authorized Users/Sites.*

Authorized Users for purposes of this Agreement are the employees, the full-time and part-time students, faculty staff, researchers and registered users (as defined in Schedule 4) of the Subscriber and individuals who are independent contractors or are employed by independent contractors of the Subscriber affiliated with the Subscriber’s locations listed on Schedule 2 (the “Sites”) who may use the Subscribed Products only for the purposes of the contracted research work for the Subscriber and individuals using computer terminals and/or having access to the Subscribed Products via controlled wi-fi network within the library facilities at the Sites permitted by the Subscriber to access the Subscribed Products for purposes of personal research, education or other non-corporate use (“Walk-in Users”)

1.3 *Authorized Uses.*

Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, download and store a reasonable portion of individual items from the Subscribed Products for the exclusive use of such Authorized User;
- incorporate links to the Subscribed Products on the Subscriber’s intranet and internet websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier;
- provide print or electronic copies of individual items from the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly or research use; and
- access, search, browse, view, print, make electronic copies and store for the exclusive use of such Authorized User or, if the Authorized User is a librarian/information specialist, for the exclusive use of another Authorized User certain journal articles and book chapters from the ScienceDirect® online service that are not subscribed to as part of the Subscribed Products, with each twenty-four (24) hour access period for a selected article or chapter, a “Transaction”; and

- incorporate links to the Subscribed Products in electronic course-packs, reserves and course management systems for use in connection with courses offered by the Subscriber for academic credit.

The Subscriber may:

- print and deliver journal articles from Subscribed Titles (as defined herein) and, if any, book chapters from the Subscribed Products to fulfill requests from non-commercial libraries located within the same country as the Subscriber as part of the practice commonly known as “interlibrary loan” whereby the requested article is supplied by secure electronic transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing.

The Subscriber:

- (i) may extract and index Data (as defined below) from the articles authored by Authorized Users included in the Subscribed Products, to index in the user interface of the Subscriber’s product by implementing both the SD Search API and the SD Article Entitlement API ([see http://dev.elsevier.com/sd_apis.html](http://dev.elsevier.com/sd_apis.html)), and store in perpetuity in the Subscriber’s secure database system that the Subscriber uses to collect, preserve and disseminate information about the intellectual output of the Subscriber’s institute(s) (“Institutional Repository”) and to publically display Snippets (as defined below), provided that:

(a) the display of any Data will at all times include (if available) the associated Digital Object Identifier (“DOI”), and

(b) links are incorporated in the Data to the relevant article landing page in the Subscribed Product from which such Data was extracted by which such link to the Subscribed Product is displayed more prominently than the links to other versions of the article, and

(c) the indexes only include Data and no other parts of the full text articles, and

(d) the Subscriber will provide on a monthly basis to Elsevier complete and accurate usage data reports on the Subscriber’s Institutional Repository usage activity in a mutually agreed upon format which will at a minimum specify preprint and author manuscripts usage, during the pilot period of six (6) months.

- (ii) is obligated to remove illicit versions of full text articles upon Elsevier’s request and allow Elsevier to review the implementation of the Data into the Institutional Repository. Elsevier will have the right to suggest improvements to the display and ranking of the search results for the articles that are available in ScienceDirect.

“Data” will be limited to the following: index terms, bibliographic information, headers, references, digital object identifiers, footnotes, acknowledgements, keywords, author affiliation, Snippets (as defined below) and abstracts, or any other data when included, of the full text articles. Abstracts may only be displayed on the abstract records on the Subscriber data’s websites, all other services of the Institutional Repository, such as (but not limited to) alerts, e-mail services and API’s may only display Snippets but not abstracts.

“Snippets” mean a first page PDF preview of the full text article or short contextually relevant query-dependent text or data which may include bibliographic metadata as well as a maximum of 120 words of query-dependent text from individual full text articles.

1.4 *Restrictions on Use of Subscribed Products.*

Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Subscriber

and its Authorized Users may not:

- abridge, modify, translate or create any derivative work based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;
- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Subscribed Products;
- substantially or systematically reproduce, retain, store locally, redistribute or disseminate online the Subscribed Products; or
- post “substantial parts of individual items from the Subscribed Products on social networking sites. A “substantial part” shall mean any text or image that exceeds applicable quotation rights.

1.5 *Intellectual Property Ownership.*

The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution or dissemination online of the Subscribed Products could materially and irreparably harm Elsevier and its suppliers.

Notwithstanding anything to the contrary contained in this Agreement, more extensive usage terms might be permitted for open access content in the Subscribed Products as identified in the individual journal article as stated in the applicable user (e.g. CC) license.

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

2.1 *Access to Subscribed Products.*

Elsevier will make the Subscribed Products accessible to the Subscriber and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise set forth herein, upon receipt by Elsevier of this Agreement document in the territory of The Netherlands, as duly signed in twofold by the Subscriber, which acceptance shall be evidenced and timestamped by an authorized representative of Elsevier in the Netherlands.

2.2 *Quality of Service.*

Elsevier will use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per month, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service. If, due to causes within its reasonable control, Elsevier is unable to provide the Subscriber with access to the service for a period exceeding twenty-four (24) consecutive hours, then Elsevier shall refund to the Subscriber the amount of the Fees calculated by dividing the number of days (or 24 hours periods) of downtime by 365 and multiplied by the amount of the Fees for the then current year. The remedy provided herein is in addition to and not exclusive of any other rights and remedies that the Subscriber may have under this Agreement and at law or in equity.

2.3 *Withdrawal of Content.*

Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing. If the withdrawal represents more than five (5%) percent of the content comprising the Subscribed Products, Elsevier shall refund to the Subscriber the amount of the Fees that is proportional to the amount of content withdrawn and the remaining unexpired portion of the period for which the Fees were paid.

Elsevier warrants and represents that it shall use reasonable efforts to retain in perpetuity an electronic copy of any Subscribed Product that may be withdrawn during the term of this Agreement and to continue to make such titles available through Science Direct online to the Subscriber. If these efforts are unsuccessful and if a particular withdraw Subscribed Products is demonstrably essential to the activities of an Institution, Elsevier shall ensure an equivalent substitute to the withdrawn of such Subscribed Product unless the parties agree on another solution.

2.4 *Usage Data Reports.*

Elsevier will make usage data reports on the usage activity of each Institution accessible online to such Institution on a monthly basis to the librarians/administrators employed by the Subscriber for internal use only. Such reports may be accessed by vendors or other third parties only with the express written permission of Elsevier and for the purpose of usage analysis of the Subscriber. Elsevier will make all reasonable efforts to comply with the then currently valid COUNTER Code of Practice.

2.5 *Federated Search*

Subscriber may construct a federated search interface to enable federated searching of the Subscribed Products by Subscriber and its Authorized Users. The terms and conditions of federated searching, setup of the API or similar, and data harvesting shall be governed by a separate federated search gateway agreement to be entered into between Elsevier and the Subscriber and its Institutions.

2.6 *Open Access Option.*

At any time during the term of this Agreement Elsevier shall be available to discuss, without obligations, new business models, including new open access models, upon the request of the Subscriber. Should both parties agree to adopt any alternative business model, the parties will formalize the new business model in a separate agreement signed by both parties.

SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

3.1 *Authentication.*

Access to the Subscribed Products will be authenticated by the use of Internet Protocol (“IP”) address(es) and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials, as identified on Schedule 2. Distribution of usernames, passwords, credentials or otherwise providing remote access to the Subscribed Products by Authorized Users who are Walk-in Users is not permitted.

3.2 *Protection from Unauthorized Access and Use.*

The Subscriber will use reasonable efforts to:

- limit access to and use of the Subscribed Products to Authorized Users and notify all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;

- issue any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulge any passwords or credentials to any third party, and notify all Authorized Users not to divulge any passwords or credentials to any third party;
- provide true, complete and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by the Subscriber and proactively inform Elsevier of any changes to the Subscriber IP addresses, including the addresses no longer being used exclusively by the Subscriber; and
- promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform Elsevier and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend access of the IP address(es) and/or passwords from which the unauthorized use occurred upon notice to the Consortium and relevant Institution(s). The Subscriber shall not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the Subscriber did not intentionally assist in or encourage such unauthorized use or permit such unauthorized use to continue after having actual notice thereof.

3.3 *Compliance with Sanction Laws.*

Elsevier reserves the right to deny access to the Subscribed Products to any person or entity who is prohibited from receiving such access based on any applicable sanctions or embargoes laws.

SECTION 4. FEES AND PAYMENT TERMS.

The Lead Institution will pay to Elsevier the fees set forth in Schedule 1 (the “Fees”) within one hundred and fifty (150) days of date of invoice. Notwithstanding the aforementioned, the Fees due for each year of the Term shall not be payable by Lead Institution [REDACTED]. Late payments will be subject to interest charges of [REDACTED] on the unpaid balance. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Subscriber will be liable for any such taxes in addition to the Fees. Any sum to be paid by the Lead Institution to Elsevier under this Agreement will be paid by way of transfer to Elsevier's bank account in the Netherlands.

SECTION 5. TERM.

5.1 *Term.*

The term of this Agreement will commence on the day this Agreement is published within the Contracts Register of the Czech Republic (Registr smluv) and continue until 31 December 2022 (“Initial Term”). Either party may terminate this Agreement for convenience effective 1st January 2021, by giving notice in writing no later than September 30th, 2020. The Parties to this Agreement declare that they commenced to perform their obligations and Elsevier provided access to the Subscribed Products as of 1 January 2019, i.e. before the commencement of this Agreement due to the necessity of access to the Subscribed Products of 1 January 2019, to the Subscriber and Authorized Users in the full scope of the authorisation stipulated herein including all and any possible rights and authorizations such as potential archiving rights or extent of the access to the backfile content of Subscribed Products. The Fees set forth in Schedule 1 are agreed with regards to this availability of Subscribed Products. Performance of the Elsevier's obligation to make the Subscribed Products available before the commencement of this Agreement shall be considered entirely as a performance according to and in compliance with this Agreement

5.2 *Renewal.*

This Agreement may be renewed upon mutual agreement of the parties in writing for an additional one-year term, subject to appropriate adjustments to Schedule 1.

The Subscriber may access and use in perpetuity the Subject Backfile Collections in accordance with the provisions of this Agreement for a one-time fee.

5.3 *Early Termination Due To Insufficient Budgetary Allotment From Government.*

The Lead Institution may terminate this Agreement in writing within 90 days if sufficient funds are not provided or allotted in future government-approved budgets of the Subscriber (or reasonably available or expected to become available from other sources at the time the Subscriber's payment obligation attaches) to permit the Subscriber, in the exercise of its reasonable administrative discretion, to continue this. After termination pursuant to this section 5.3 the Subscriber shall be due the prorated Fees relating to the period prior to termination as well as any differences between the Deep Discounted Price and the full print price.

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 *Warranties.*

Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

6.2 *Indemnities.*

Elsevier will indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Subscriber will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation will survive the termination of this Agreement.

6.3 *Disclaimer.*

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED "AS IS" AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBSCRIBED PRODUCTS AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 *Limitation of Liability.*

Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event shall Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, or shall the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier or any supplier has been advised of the possibility of such liability or damages. This limitation of liability shall not apply in events prescribed by the law, especially if such damage is a result of a gross negligence or if the damage was caused intentionally.

SECTION 7. GENERAL.

7.1 *Force Majeure.*

Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers)

will be deemed a breach of this Agreement.

7.2 *Severability.*

The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

7.3 *Entire Agreement.*

This Agreement contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein.

7.4 *Modification.*

No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties, except for changes reflecting substituted titles, IP addresses, authentication mechanisms, invoicing and contact address details which may be notified by Elsevier or by Subscriber and confirmed by the other party in an exchange of email notices.

7.5 *Assignment.*

The Subscriber will not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent will not unreasonably be withheld.

7.6 *Privacy.*

Elsevier shall not, without the prior written consent of the Subscriber, transfer any personal information received by Elsevier from the Subscriber under this Agreement to any non-affiliated third party, except (i) to applicable service providers to the extent necessary to perform their functions for Elsevier in support of this Agreement; (ii) where reasonably necessary to address security, safety, fraud or other legal issues; and (iii) if the Subscribed Products are acquired by another company, or use it for any purpose other than as described in this Agreement.

7.7 *Notices.*

All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.

If to Elsevier: Elsevier B.V., Radarweg 29, 1043 NX Amsterdam, The Netherlands. E-mail: A.Cseplesz@elsevier.com

If to the Consortium: CzechELib - National Library of Technology, Technická 2710/6, 160 80 Praha 6 - Dejvice, Czech Republic. E-mail: licensing@czechelib.cz .

7.8 *Confidentiality.*

The Subscriber and its employees, officers, directors and agents will maintain as confidential and not disclose to any non-affiliated third party without Elsevier's prior written consent the financial terms and commercial conditions of this Agreement. Elsevier may only disclose such information (i) to applicable service providers to the extent necessary to perform their functions in support of this Agreement and (ii) where reasonably necessary to address security, safety, fraud or other legal issues.

7.9 *Execution.*

This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures.

7.10 *Contracting Authority.*

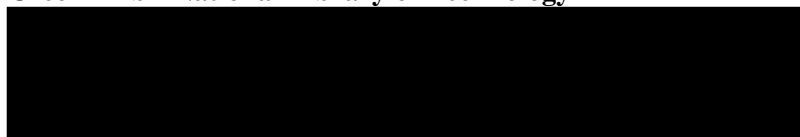
Each Institution has authorized the Lead Institution to enter into this Agreement on its behalf and to enforce this Agreement against it pursuant to an authorizing agreement substantially in the form set forth on Schedule 3.

7.11 *Governing Law*

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.

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

CzechELib - National Library of Technology



Name: Martin Svoboda
Title: Director

ELSEVIER B.V.



Name: Gino Ussi
Title: Executive Vice President Research Solution Sales

No.

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1
Subscribed Products/Access/Fees

Subscribed Products – publisher		2019	2020	2021	2022
ScienceDirect® online – Elsevier B.V.		EUR	EUR	EUR	EUR
Cell Press Collection Fee - sciencedirect.com					
10272326	Institute of Biophysics of the CAS, v.v.i.				
344768	Institute of Physiology CAS / Fyziologický ústav AV ČR, v.v.i.				
11241664	Institute of Biotechnology CAS, v.v.i. / Biotechnologický ústav AV ČR, v.v.i.				
246444	Palacký University Olomouc				
246421	Masaryk University				
344779	Institute of Organic Chemistry and Biochemistry of the CAS				
TOTAL FEES		62,558.19	64,747.73	67,013.89	69,359.39

Journal Collection(s)

The Subscriber's Journal Collection(s) is described in Schedule 1.1.

Transaction Fee

The Subscriber may purchase pre-paid Transactions ("PPT") upon mutual agreement of the parties in writing. Unused PPT will be forfeited one (1) year after issue or upon termination of this Agreement, whichever is earlier.

Annex A to Schedule 1.1

Subscribed Titles

INSTITUTE OF BIOPHYSICS OF THE CAS, V. V. I.
ECR-246460

Product ID	ISSN	Cell Press Collection Journal Title
07590	0092-8674	Cell

INSTITUTE OF PHYSIOLOGY CAS /
Fyziologický ústav AV ČR, v.v.i.

ECR-344768

Product ID	ISSN	Cell Press Collection Journal Title
7595	1535-6108	Cancer Cell
7590	0092-8674	Cell
2215	2451-9456	Cell Chemical Biology
13368	1550-4131	Cell Metabolism
07703	1931-3128	Cell Host & Microbe
7704	1934-5909	Cell Stem Cell
2216	0960-9822	Current Biology
7594	1534-5807	Developmental Cell
7591	1074-7613	Immunity
7592	1097-2765	Molecular Cell
7593	0896-6273	Neuron
7813	0002-9297	The American Journal of Human Genetics

INSTITUTE OF BIOTECHNOLOGY CAS, V. V. I. /
BIOTECHNOLOGICKÝ ÚSTAV AV ČR, V. V. I.
SIS-1148114

Product ID	ISSN	Cell Press Collection Journal Title
7595	1535-6108	Cancer Cell
7590	0092-8674	Cell
2215	2451-9456	Cell Chemical Biology
13368	1550-4131	Cell Metabolism
7704	1934-5909	Cell Stem Cell
2216	0960-9822	Current Biology
7594	1534-5807	Developmental Cell
7592	1097-2765	Molecular Cell
02218	0969-2126	Structure

PALACKÝ UNIVERSITY OLMOUC
ECR-246444

Product ID	ISSN	Cell Press Collection Journal Title
07595	1535-6108	Cancer Cell

MASARYK UNIVERSITY
ECR-246421

Product ID	ISSN	Cell Press Collection Journal Title
07590	0092-8674	Cell
02216	0960-9822	Current Biology
07592	1097-2765	Molecular Cell

INSTITUTE OF ORGANIC CHEMISTRY AND BIOCHEMISTRY OF THE CAS
ECR-344779

Product ID	ISSN	Cell Press Collection Journal Title
13437	0006-3495	Biophysical Journal
07590	0092-8674	Cell
2215	2451-9456	Cell Chemical Biology
18875	2451-9294	Chem
07592	1097-2765	Molecular Cell

Adjustment of Fees

The Fees for the Subscriber's Journal Collection(s) will be subject to an adjustment to account for any titles removed from the Journal Collection(s) during the remainder of the Term of this Agreement.

Journal Collection(s)

The Subscriber's Journal Collection(s) is described in Schedule 1.1.

Transaction Fee

The Subscriber may purchase pre-paid Transactions ("PPT") at a fee of \$22 per Transaction (as defined in Section 1.3) upon mutual agreement of the parties in writing. Unused PPT shall be forfeited upon termination of this Agreement.

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1.1
Journal Subscription

Journal Collection(s):

Cell Press Collection: Electronic access to the full text of all articles from the Cell Press journal titles published since 1 January 1995 identified on Annex A to Schedule 1.1.

Option to Substitute or Refund Withdrawn Subscribed Titles

An Institution may substitute any withdrawn Subscribed Titles with one or more journal titles of total comparable value (in current year list price) at any time upon notice to Elsevier. In the event that no substitute journal title is available, Elsevier will refund to the Subscriber the amount of the Fees paid for the withdrawn Subscribed Titles for the remainder of the Term.

Transferred Titles

Society journal titles for which the Subscriber holds an electronic subscription through a third-party publisher whose publication rights are transferred to Elsevier and made accessible on ScienceDirect during the Term ("Transferred Titles") will be deemed Subscribed Titles effective as of the date of transfer and for the then current publication year and the publication years previously paid unless and until the Subscriber notifies Elsevier that it no longer wishes to continue such electronic subscription on ScienceDirect. The option to substitute Subscribed Titles does not apply to Transferred Titles.

Access to Formerly Subscribed Titles

Upon termination of all of the Institution's annual subscriptions on ScienceDirect online, the Institution may at its option, (1) acquire, load and technically format on a server that enables access and use by Authorized Users an electronic copy of all or part of its Subscribed Titles for the publication years paid for cost and/or (2) continue to access such Subscribed Titles online for an annual access fee based on the number of full-text articles downloaded from such titles by the Institution during the prior twelve (12) months at a rate of €0.063 per download (adjusted annually for inflation and cost increases), in accordance with the usage provisions of this Agreement, which provisions shall survive the termination of the Agreement. Elsevier shall make available for inspection by a duly authorized auditor of the Institution, at the Institution's sole expense, the records concerning the calculation of the annual access fee one time per year during regular business hours upon thirty (30) days written notice to Elsevier. The electronic copy may not contain links and other features and functionality associated with the online version. If a particular Subscribed Title is withdrawn by Elsevier or not renewed by the Institution, but the Institution remains a ScienceDirect online subscriber, the Institution may continue to access online, at no additional charge, such formerly Subscribed Title for the publication years paid, provided that Elsevier continues to hold the electronic rights thereto.

Post Termination Access to Subscribed Titles

Upon termination of all of the Institution's annual subscriptions on ScienceDirect online, the Institution may, at its option, (1) acquire, load and technically format on a server that enables access and use by its Authorized Users an electronic copy of all or part of its Subscribed Titles for the publication years paid for and/or (2) continue to access such Subscribed Titles online for an annual access fee based on the number of full-text articles downloaded from such titles during the prior twelve (12) months at a rate of EUR 0.063 per download (adjusted annually for inflation and cost increases, in accordance with the usage provisions of this Agreement, which provisions will survive the termination of the Agreement. Elsevier will make available for inspection by a duly authorized auditor of the Institution, at the Institution's sole expense, the records concerning the calculation of the annual access fee once

per year during regular business hours upon thirty (30) days written notice to Elsevier. If an electronic copy is selected, the Subscriber will for a period of five (5) years from delivery of the electronic copy provide, on a monthly basis, to Elsevier complete and accurate usage data reports on the Subscriber's on-site usage activity in a mutually agreed upon format. Elsevier will be entitled to inspect the Subscriber's records of usage once per year during regular business hours upon reasonable notice to the Subscriber. The electronic copy may not contain links and other features and functionality associated with the online version. If a particular Subscribed Title is withdrawn by Elsevier or not renewed by the Institution, but the Institution remains a ScienceDirect online subscriber, the Institution may continue to access online, at no additional charge, such formerly Subscribed Title for the publication years paid provided that Elsevier continues to hold the electronic rights thereto.



ELSEVIER SUBSCRIPTION AGREEMENT

Schedule 2

Sites/Authentication/Contacts

Subscriber: CzechELib Consortium

#	SIS ID	Account	Address	Contact	Email	IP ranges
1	ECR-10272326	Institute of Biophysics of the CAS, v.v.i.	Královopolská 2590/135, Brno, 612 65, Czech Republic			195.178.68.1-195.178.68.255 195.178.69.1-195.178.69.255 147.231.203.1-147.231.203.255
2	ECR-344768	Institute of Physiology CAS	Vídeňská 1083, Praha 4, 142 20, Czech Republic			147.231.41.251 147.231.41.24 147.231.41.22 147.231.41.16
3	ECR-11241664	Institute of Biotechnology CAS, v.v.i.	Průmyslová 595, Vestec, 252 50, Czech Republic			147.231.236.8 147.231.236.9 147.231.236.7 147.231.236.10
4	ECR-246444	Palacký University Olomouc	Křížkovského 511/8, Olomouc, 771 47, Czech Republic			158.194.0.0.-158.194.255.255
5	ECR-246421	Masaryk University	Žerotínovo nám. 617/9, Brno, 601 77, Czech Republic			147.251.0.0-147.251.49.35 147.251.49.37-147.251.255.255
6	ECR-344779	Institute of Organic Chemistry and Biochemistry of the CAS	Flemingovo nám. 542/2, Praha 6, 166 10, Czech Republic			147.231.18.232-147.231.18.239 147.231.120.0-147.231.123.255 147.231.128.0-147.231.129.255 192.108.128.0-192.108.128.255

Estimated total number of Authorized Users for Cell Press:

For the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (including without limitation companies that are owned wholly or in part by, or affiliated with, the Subscriber) are not Sites, unless expressly stated above.

Delegated Authentication Mechanism: Shibboleth

Institutions may be added to or removed from Schedule 2 provided that written notice is given by the lead Institution to Elsevier by 1 August prior to the start of the next calendar year of the term hereof and subject to an appropriate recalculation of the fees for any added or removed Institutions. The Subscriber acknowledges and agrees that in the event that an Institution no longer participates in this Agreement, such Institution will be removed from the Schedules and its Journal titles shall no longer be accessed by the Subscriber.

The Lead Institution shall promptly notify Elsevier of any material changes in the number of Sites or Authorized Users, which changes may result in early termination unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the term, and may substitute IP address(es) upon mutual agreement of the parties in writing.

Primary Contact

Name: Jiří Jiráč
Title: Head of Licensing Unit
Name/Address (if different from Section 7.7):
E-mail: licensing@czechelib.cz
Phone: +420 220 44 4393

Billing Contact

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The Lead Institution will promptly notify Elsevier of any changes to any of the contact information above.

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 3

Standard Power of Attorney Form

POWER OF ATTORNEY AND PROXY

The undersigned, _____, the authorized representative of [Name of Institution], an academic institution, with its principal offices located at [street address, city, state, postal/zip code, country] (the "Institution"), hereby constitutes and appoints [Name, Title, Name of Consortium], with its principal offices located at [street address, city, state, postal/zip code, country] (the "Attorney"), as the true and lawful attorney-in-fact and proxy of the Institution, with full power and authority in the name and stead of the Institution to exercise all rights and privileges of the Institution in its capacity as an Attorney of the Institution to sign, in its sole discretion, the Elsevier Subscription Agreement ("Agreement") annexed hereto and any amendments thereto and to receive and process all invoices and make payments of all fees due as specified in the Agreement on behalf of the Institution.

The Institution acknowledges and agrees to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement. The Institution will be responsible for and make payment solely of the fees specific to that institution [stated in schedule 1 of this Agreement], due for access to and use of the services as specified in the Agreement [to the extent that the Attorney fails to make any such payment on behalf of that particular institution]. In no case shall the institution be responsible to payments of any fees specific to Attorney or fees specific to any other institution.

IN WITNESS WHEREOF, this POWER OF ATTORNEY AND PROXY has been executed by the Institution this ___ day of _____, 2019.

Name:

Title:

ELSEVIER SUBSCRIPTION AGREEMENT

Schedule 4

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