

ADDENDUM NO. 1

Addendum No. 1, dated 12 June 2019 (the “**Addendum**”) to the CZECH eLIB **Standard License Agreement** dated 15 March 2018 (the “**Agreement**”) and concluded between:

EBSCO Information Services s.r.o. (Central Europe), Klimentska 1746/52, 110 00 Praha 1, ID number 49621823 (“**EBSCO**”) as the Licensor and an authorized dealer of **The Institute of Electrical and Electronics Engineers, Incorporated**, 445 Hoes Lane Piscataway, NJ 08854, USA (“**IEEE**”), a New York not-for-profit corporation,

and

The National Library of Technology, a State Contribution Organization set up by the Ministry of Education, Youth and Sports, with its principal offices at Technická 6, 160 80 Praha 6 – Dejvice as Licensee.

(EBSCO and Licensee further referred to as the “**Parties**”).

Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Agreement.

Except as modified below, the terms of the Agreement shall remain in full force and effect.

WHEREAS, the Parties desire to enter into this Addendum to the Agreement pursuant to Section XXII of the Agreement in order to further specify certain aspects of the use of discounts set out in Appendix D of the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

IEEE OPEN ACCESS DEPOSIT ACCOUNT

1. Definitions.

(a) “**APC**” means the article processing charge assessed by IEEE and paid by or on behalf of an Authorized Author for, among other things, the publishing and hosting of an article submitted and accepted for publication in a Journal.

(b) “**Authorized Authors**” means persons affiliated with Licensee or Participating Institution’s as faculty, students or employees at Authorized Sites and any other persons who are simultaneously Authorized User as defined in Article IV. para 1. of the Agreement who submit articles accepted for publication in Journals.

(c) “**Authorized Sites**” means the locations identified in Appendix B of the Agreement.

(d) “**Basic Discount**” means a discount of **5%**.

(e) “**Deposit Account**” means the account into which funds specified in an invoice and deposited by Licensee will be held and used for payment of APCs pursuant to the Agreement.

(f) “**Deposit Amount**” means the amount that Licensee elects to deposit in the Deposit Account as set forth in the applicable invoice.

(g) “**Discounts**” means the Basic Discount and the Subscriber Discount.

(h) “**Journals**” means the IEEE open access and hybrid journals listed at <http://open.ieee.org/>.

(i) “**Subscriber Discount**” means a discount of **5%**.

2. Deposit Account.

(a) Conditions.

(1) *Expiration of Funds.* IF A DEPOSIT AMOUNT IS NOT FULLY EXHAUSTED WITHIN TWENTY FOUR (24) MONTHS AFTER RECEIPT BY IEEE, NO PORTION OF IT SHALL BE REFUNDABLE OR OTHERWISE OWED TO LICENSEE, AND ANY REMAINING AMOUNT SHALL BE FORFEITED TO IEEE. Each Deposit Amount will have its own expiration period. For example, if Licensee submits a Deposit Amount on May 15, 2013, that Deposit Amount must be fully exhausted by May 14, 2015, even if Licensee later submits another Deposit Amount on April 15, 2015. (The Deposit Amount submitted on April 15, 2015 must be fully exhausted by April 14, 2017.)

3. Discounts.

(a) Grant. During the term of the Agreement and subject to Licensee's compliance in all material respects with the terms and conditions of the Agreement and the Addendum, Authorized Authors shall receive the following Discounts:

- (1) *Basic Discount.* If Licensee does not have a valid, active, fully-paid subscription to the IEEE/IET Electronic Library (IEL) or IEEE All-Society Periodicals Package (ASPP) at the time the applicable APCs are paid by Authorized Authors, the Basic Discount shall be applied to such APCs; or
- (2) *Subscriber Discount.* If Licensee has a valid, active, fully-paid subscription to the IEEE/IET Electronic Library (IEL) or IEEE All-Society Periodicals Package (ASPP) at the time the applicable APCs are paid by Authorized Authors, the Subscriber Discount shall be applied to such APCs.

(b) Conditions.

- (1) *Funding of Deposit Account.* Discounts shall not be applied until IEEE receives the full Deposit Amount.
- (2) *Apportionment.* Discounts shall only be applied to the portion of APCs paid by or on behalf of Authorized Authors with funds from the Deposit Account. For example, if an article has two co-authors, only one of whom is an Authorized Author, and each author pays for half the APC, only the half of the APC paid by or on behalf of the Authorized Author with funds from the Deposit Account will be eligible for Discounts.
- (3) *Reservation of Rights.* IEEE reserves the right to withhold or contest Discounts and request evidence from Licensee or Participating Institution to confirm that all eligibility criteria have been met. IEEE further reserves the right to revoke Discounts obtained through fraud or any other means resulting from failure to meet eligibility criteria.

4. Term and Termination.

- (a) Term. Unless terminated sooner in accordance with Section 4(b), this Addendum shall continue in effect for the term of the Agreement. Upon Licensee's submission of a subsequent Deposit Amount, the term shall be extended until twenty-four (24) months from the date IEEE receives the subsequent Deposit Amount. Termination of the Agreement will result in the termination of this Addendum.
- (b) Termination. Notwithstanding Section 4(a), this Addendum may be terminated in accordance with the rules on early termination of the Agreement set out in Section XI of the Agreement.

5. Representations and Warranties. Each Party represents and warrants to the other that: (a) it has the necessary power and authority to enter into this Addendum; (b) the execution and performance of this Addendum has been authorized by all necessary corporate or institutional action; (c) entry into and performance of this Addendum will not conflict with any provision of law or the certificate of incorporation, by-laws or comparable organizational documents of the Party or conflict with any condition of any contract to which it is a party; and (d) it possesses all licenses and other governmental approvals necessary to perform its obligations under this Addendum. EBSCO also represents and warrants to the Licensee that it has all the necessary rights and authorization to enter into this Addendum and that EBSCO shall arrange with IEEE that this Addendum is going to be binding in its content also upon IEEE as the Publisher.

6. DISCLAIMER. EBSCO, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS (EXCEPT AS SET FORTH IN SECTION 5), EXPRESS OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY. Limitation of liability shall be governed by the rules set out in the Agreement.

8. General.

- (a) Entire Agreement. This Addendum, together with the Agreement, including all annexes, exhibits and schedules, contains the final and entire agreement of the Parties on the subject matter herein and supersedes all previous and contemporaneous oral or written negotiations or agreements on the subject matter herein.
- (b) Severability. If any provision of this Addendum shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability. Such provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Addendum.
- (c) Conflict. To the extent that any of the terms or conditions contained in this Addendum may contradict or conflict with any of the terms or conditions of the Agreement, it is expressly understood and agreed that the terms of the Agreement shall take precedence and supersede this Addendum.
- (d) Non-Waiver. The failure of either Party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- (e) Counterparts. This Addendum may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the Parties has caused this Addendum to be executed by its duly authorized representative as of the date set forth below.

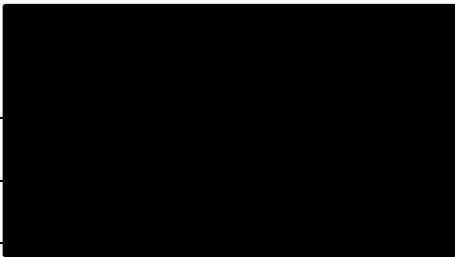
EBSCO Information Services S.R.O

Signature: _____

Name: _____

Title: _____

Date: _____



LICENSEE - The National Library Technology

Signature: _____

Name: _____

Title: _____

Date: _____

