Amendment No. 1

to the Standard License Agreement
(hereinafter referred to as the “Amendment“)

Name: National Library of Technology, a State Contribution Organization set up by the Ministry of Education, Youth and Sports
Seat: Technická 2710/6, 160 80 Praha 6 - Dejvice
Identification number: 61387142
Represented by: Ing. Martin Svoboda, Director

(hereinafter referred to as the “NTK“)

and

Name: Walter de Gruyter GmbH.
Seat: Genthiner Str. 13, 10785 Berlin, District Court Charlottenburg, HRB 143490 B
Identification number: HRB 143490 B
Other details: Registered in the Commercial Register of Municipal Court in Charlottenburg, Germany.
Represented by: Carsten Buhr, Managing director

(hereinafter referred to as the “De Gruyter“)

(the NTK and the DeGruyter hereinafter also jointly the “Contracting Parties” and each separately also the “Contracting Party“)

1. INTRODUCTORY PROVISIONS

1.1. On 5th February 2019, the Contracting Parties entered into the Standard License Agreement which defines the conditions of cooperation and rights and duties of the Contracting Parties while providing defined Materials (hereinafter referred to as the “Agreement“).

1.2. Due to the typo in the Appendix B of the Agreement, i.e. under Hybrid Open Access the discount on APCs should be 20% and not 80%, the Contracting Parties execute this Amendment.

2. SUBJECT-MATTER OF THE AMENDMENT

2.1. The Contracting Parties have agreed that Appendix B paragraph Hybrid Open Access, point 2. to the Agreement shall be replaced by the following wording:

“The standard APC charge for hybrid OA is EUR 2,000.
A discount of 20% will apply for all other Hybrid OA articles. For title lists see here: https://www.degruyter.com/page/843.

3. FINAL PROVISIONS

3.1. The Amendment shall enter into force on the date of signature by both Contracting Parties. The Amendment comes into effect on the date of its publication in the Register of Contracts under the conditions stipulated by Act No. 340/2015 Coll., On the Register of Contracts, as amended. The Amendment will be published by NTK in the Register of Contracts.

3.2. All other provisions of Agreement shall remain unaffected.

3.3. The Amendment is compiled in three counterparts in the English language, each of which has the power of an original. De Gruyter shall receive one counterpart and NTK shall receive two counterparts.

3.4. The Contracting Parties agree that electronically signed versions of this originally executed Amendment are acceptable in lieu of printed signed copies and are to be given full force and affect under law.

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

De Gruyter:
BY: ___________________________________ DATE: ___________________
Signature of Authorized Signatory of De Gruyter

Carsten Buhr
Managing Director

NTK:
BY: ___________________________________ DATE: ___________________
Signature of Authorized Signatory of NTK

Mgr. Martin Svoboda
Director of CzechELib
National Library of Technology
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160 80 Praha 6 - Dejvice
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