## 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 5<sup>nd</sup> 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 <u>Hybrid Open</u> 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.

| BY: Signature of Authorized Signatory of De Gruy | DATE:_<br>yter |
|--------------------------------------------------|----------------|
| Carsten Buhr<br>Managing Director                |                |
| NTK:                                             |                |
| BY: Signature of Authorized Signatory of NTK     | DATE:_         |

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