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[Note: Information that will often vary from case to case is in *italics*.]

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4.5 Intentionally Omitted.

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4.7 Intentionally Omitted.

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7. Performance Obligations

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¹ <http://www.niso.org/workrooms/transfer/>

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² <http://www.niso.org/workrooms/kbart>

³ http://www.projectcounter.org/code_practice.html

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7.30 The Distributor recognizes and acknowledges that a new Directive on Copyright in the Digital Single Market⁴ has been adopted by the European Union which implements direct statutory authorizations of research organizations to open access and to employ data mining techniques to materials to which they have lawful access. The Directive provides that these rights may not be contractually excluded. The Member States of the European Union will implement this Directive into their national legal orders. The Distributor therefore agrees, once the rules in this Directive become effective, to renegotiate this Agreement to the necessary extent (if necessary). This shall also apply in case of any other obligatory statutory changes. Licensee acknowledges that any such changes to this Agreement made pursuant to this Section 7.30 will require the prior approval of the Publisher.

8. Licensee Performance Obligations

8.1 License Terms Notification. The Licensee shall ensure that Participating Institutions will use reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement.

8.2 Protection from Unauthorized Use. The Licensee shall ensure that Participating Institutions will use reasonable efforts to (a) restrict access to the Licensed

⁴ Directive of the European Parliament and of the Council on copyright in the Digital Single Market No. (EU) 2019/790.

Materials to Authorized Users and (b) restrict the unauthorized use of the Licensed Materials.

- 8.3 **Maintaining Confidentiality of Access Passwords.** Where access to the Licensed Materials is to be controlled by the use of passwords, the Licensee shall ensure that Participating Institutions will use reasonable efforts to inform Authorized Users that they should not divulge their numbers and passwords to any third party. The Licensee shall ensure that Participating Institutions will also use reasonable efforts to maintain the confidentiality of any passwords provided by the Distributor or the Publisher.
- 8.4 The Licensee shall use all reasonable efforts to ensure that Participating Institutions will comply with the terms of this Agreement, will use the Licensed Materials in accordance with the license terms set out in this Agreement and will observe proper fulfilment of requirements set out in this Agreement. The Licensee shall use all reasonable efforts to ensure that the Participating Institutions will ensure that the Authorized Users only use the Licensed Materials in accordance with the license terms set out in this Agreement.

9. Term

- 9.1 This Agreement shall become valid on the date of its execution by both of the Parties. This Agreement shall take effect on the date of its publication in the Czech Register of Contracts or on the date specified as the beginning of the Agreement Term in Appendix A, whichever occurs later ("**Effective Date**").
- 9.2 This Agreement shall be in effect from the Effective Date through the expiration date as set out in Appendix A unless terminated earlier in accordance with Section 11.
- 9.3 For the purpose of this Agreement, a Subscription Period shall be understood to mean a calendar year (1 January - 31 December) unless specified differently in Appendix A.

10. Renewal

- 10.1 This Agreement shall be renewable at the end of the current term for a successive two (2)-year term unless either Party gives written notice of its intention to cancel this Agreement no less than ninety (90) days prior to the end of the current term.

11. Early Termination

- 11.1 **Early Termination for Financial Hardship.** The Licensee may terminate this Agreement without penalty as of 31 December 2020 and subsequently every



potential 31 December of the following Subscription Period if sufficient content acquisitions funds are not allocated to enable the Licensee and/or Participating Institutions, in the exercise of its reasonable administrative discretion, to continue this Agreement. In the event of such financial circumstances, the Licensee will notify the Distributor of the intent to terminate the Agreement at least 60 days before the end of the respective Subscription Period. The Agreement shall terminate on the last day of the respective Subscription Period without penalty of expense to the Licensee of any kind whatsoever, except as to the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available. In the event of such termination of this Agreement, the Licensee and Participating Institutions shall maintain their perpetual right (where applicable) to the Licensed Materials under fully paid Subscription Periods, subject to Section 12.

- 11.2 **Termination for a Material Breach.** Each Party shall notify the breaching Party of a material breach of this Agreement in writing with a detailed description of the breach. The breaching Party shall have thirty (30) days from the receipt of such notice to use all reasonable means to cure this alleged material breach and to notify the non-breaching Party in writing that a cure has been effected. If the material breach is not cured within the thirty (30)-day period, the non-breaching Party shall have the right to terminate the Agreement with a written notice. Termination of this Agreement is effective immediately on the date of delivery of such a notice. The obligation of the Parties to also remedy any other breach shall not be affected by this provision.
- 11.3 **Termination of Access.** Upon termination of this Agreement, the Distributor or the Publisher may terminate access to the Licensed Materials by the Licensee, Participating Institutions and Authorized Users, subject to Section 12. In addition, authorized copies of Licensed Materials made by Authorized Users may be retained for educational purposes and used subject to the terms of this Agreement even after the termination of this Agreement.
- 11.4 **Refunds.** In the event of early termination pursuant to this Agreement, except for termination for a material breach by the Licensee pursuant to Section 11.2, the Licensee shall be entitled to a refund of any Fee or pro-rata portion thereof paid by the Licensee for any non-used remaining period of the Agreement calculated from the date of termination.

12. Perpetual Rights

- 12.1 **Perpetual License.** Notwithstanding anything else in the Agreement, the Distributor grants to the Licensee and Participating Institutions a nonexclusive, royalty-free, system-wide perpetual license limited to the territory of the Czech Republic to use any Licensed Materials that were subscribed to or for which a perpetual license fee has been paid during the term of this Agreement. Such perpetual Licensed Materials are specified in Appendix A. Such use shall be in accordance with the provisions of this Agreement, all of which shall survive any

termination of this Agreement. The means by which the Licensee and/or Participating Institutions shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement. If the Publisher's means of access is not available, the Licensee and/or Participating Institutions may provide substantially equivalent access to the Licensed Materials by use of an archival copy or by engaging the services of third-party trusted archives (such as Portico) and/or participating in collaborative archiving endeavors to exercise such perpetual rights.

12.2 **Archival Copy.** The Distributor shall provide or ensure that the Publisher will use commercially reasonable efforts to provide to the Licensee upon request, or the Licensee may create, one (1) copy of the entire set of Licensed Materials to be maintained as an archival copy. The archival copy from the Distributor or the Publisher shall be provided without any DRM in a mutually agreeable medium suitable to the content, and any fees for provision of copies will be on a time and materials basis only.

12.3 In the event the Distributor or the Publisher discontinues or suspends selling or licensing the Licensed Materials, the Licensee, Participating Institutions and Authorized Users may use such archived Licensed Materials under the same terms as defined by this Agreement. If the Licensee has a backup copy of the Licensed Materials as defined in Section 4.3(e), the backup copy may be used as an archival copy.

12.4 **Third-Party Archiving Services.** The Distributor and the Licensee acknowledge, and the Distributor shall ensure that the Publisher will also acknowledge, that either Party may engage the services of third-party trusted archives and/or participate in collaborative archiving endeavors to exercise the Licensee's rights under this section of the Agreement. The Distributor agrees to cooperate and ensure that the Publisher will also reasonably cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Materials available for archiving purposes. The Licensee and/or Participating Institutions may perpetually use a third-party trusted system or collaborative archive to access or store the Licensed Materials, so long as the Licensee's and Participating Institutions' use is compliant with the terms of this Agreement.

12.5 In the event the Distributor or the Publisher discontinues or changes the terms of their participation in a third-party archiving service, the Distributor shall, or shall cause the Publisher to use commercially reasonable efforts to, notify the Licensee in advance, and shall in good faith seek to establish alternative arrangements for trusted archiving and perpetual access to the Licensed Materials.

13. Warranties

13.1 The Distributor represents and warrants that the Publisher has all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials

to the Licensee for the purposes and terms set out in this Agreement, and that the use of the Licensed Materials in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party. The Distributor represents and warrants that it is authorized to fulfill any and all of its obligations set out in this Agreement and that its contractual or other relationship with the Publisher allows it to fulfill these obligations.

13.2 The Distributor represents and warrants that the physical object or medium which contains the Licensed Materials will be free from defects for a period of ninety (90) days from delivery.

13.3 **Accessibility Requirements.** The Distributor represents and warrants that the Licensed Materials comply with the Distributor's and also the Publisher's country of origin laws and regulations, and conform to the international accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.0 at level AA. The Distributor shall also promptly respond to and use reasonable efforts to resolve any complaint regarding accessibility of Licensed Materials and that necessary measures are taken by the Publisher, if necessary.⁵

14. Limitations on Warranties

14.1 Notwithstanding anything else in this Agreement, neither Party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, that arises from the use of the Licensed Materials, or the inability to use the Licensed Materials. In no event shall Distributor, its affiliates or licensors (including but not limited to, the Publisher), or any of its or their respective directors, officers, employees, or agents, be liable to the Licensee, any Participating Institution, any Authorized User or any third party whose claim arises from or is related to this Agreement, under any theory of tort, contract, strict liability, or other legal or equitable theory, for any claims, damages, or costs of any nature in excess of the license fees paid by Licensee to Distributor during the twelve months preceding the earliest event giving rise to such liability. This limitation of liability and the disclaimers set forth in this Section 14.1 are independent of any remedies set forth herein and will survive and apply even if such remedies are found to have failed of their essential purpose.

14.2 Except for the express warranties stated elsewhere in this Agreement, the Licensed Materials, and the platforms and documentation provided by Distributor under this Agreement are furnished by Distributor, its affiliates and licensors (including, but not limited to, the Publisher) and accepted by Licensee, the Participating Institutions and the Authorized Users "as is" and without any warranty whatsoever. Distributor, its affiliates and licensors (including, but not limited to, the Publisher)

⁵ <http://www.w3.org/WAI/guid-tech.html>

make no representation or warranty, and expressly disclaim any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information. However, in no way is limited the obligation of the Distributor and/or the Publisher stipulated in Articles 7.14-7.16 and Article 15.

14.3 Except for the express warranties stated elsewhere in this Agreement, the Distributor, its affiliates and licensors (including, but not limited to, the Publisher) disclaim any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of accuracy, quality, suitability, system availability, compatibility, title, non-infringement, performance, merchantability, fitness for a particular purpose, or otherwise, irrespective of any course of dealing, custom, or usage of trade. In addition, Licensee acknowledges that access to the platforms and the Licensed Materials may be subject to limitations, delays, latency issues, and other problems inherent in the use of the internet and electronic communications, and that Licensor, its affiliates, and its licensors (including, but not limited to, the Publisher) are not responsible for any delays, delivery failures or other damage resulting from such problems provided that any such limitations, delays, latency issues, or other problems were not directly caused by the Publisher. However, in no case is limited the obligations of the Licensor and/or the Distributor stipulated in Article 7.11, Article 7.12, Article 7.26 and Article 13.3. No Licensor employee or agent is authorized to make any statement that adds to or amends the warranties or limitations contained in this Agreement.

14.4 The Licensed Materials are no substitute for individual patient assessment based upon the Licensee's or each Participating Institution's healthcare professionals' examination of each patient. While certain Licensed Materials may describe various basic principles of diagnosis and therapy, such Licensed Materials should be used as general medical reference materials to assist the healthcare professional in reaching diagnostic and treatment decisions. The Licensee, each Participating Institution and their respective healthcare professionals (including, without limitation, Authorized Users) should exercise their own independent professional and clinical judgment, taking into account information about particular individual patients that cannot be ascertained or taken into account as a part of necessarily generic or summary Licensed Materials. Given continuous, rapid advances and changes in medical science and health information, the Licensee, each Participating Institution and their respective healthcare professionals (including, without limitation, Authorized Users) should consult a variety of sources when prescribing medication, including the manufacturer's "package insert". The absence of a warning for a given drug or drug combination should not be construed to indicate that the drug or drug combination is safe, appropriate or effective in any given patient. The Licensee, and each Participating Institution acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. The Licensee, each Participating Institution and their respective healthcare professionals



(including, without limitation, Authorized Users) are solely responsible for the use of any Licensed Materials, and the Licensee's and each Participating Institution's healthcare professionals (including, without limitation, Authorized Users) are responsible for independently reaching any medical judgment. To the maximum extent permitted under applicable law, no responsibility is assumed by the Distributor, its affiliates or licensors (including, but not limited to, the Publisher) for any injury and/or damage to persons or property, as a matter of products liability, negligence law or otherwise, or from any reference to or use by Licensee, any Participating Institution (or any of their respective healthcare professionals) of any of the Licensed Materials.

15. Indemnities

15.1 The Distributor shall indemnify and hold harmless the Licensee, the Participating Institutions and Authorized Users from and against any and all liabilities, losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from actual or alleged infringement of any third-party intellectual property rights regarding the use of the Licensed Materials by the Licensee or any Participating Institution or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This Section shall survive the termination of this Agreement.

16. Assignment and Transfer

16.1 The Licensee shall not assign this Agreement nor delegate any of its duties, in whole or in part, without the prior express written consent of the Distributor. In no event shall the Distributor's consent be construed as discharging or releasing the Licensee in any way from the performance of its obligations under this Agreement. The Distributor may assign this Agreement to any affiliate or successor of the Distributor and may delegate its duties, in whole or in part, in each case with prior consent of the Licensee. An assignee of either Party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning Party set forth in this Agreement. If any assignee refuses to be bound by all of the terms and obligations of this Agreement or if any assignment is made in breach of the terms of this Agreement, then such assignment shall be null and void and of no force or effect. Neither Party may unreasonably withhold or delay such written consent.

17. Governing Law

17.1 This Agreement and all matters arising from or in connection hereto 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.

18. Dispute Resolution & Venue

- 18.1 In the event of any dispute or controversy arising out of or relating to this Agreement, the Parties agree to exercise good faith to resolve the dispute amicably and as soon as possible. In the event that the Parties fail to settle the dispute amicably within thirty (30) days, they shall submit the dispute to informal mediation, as further described below in this paragraph. The Parties shall continue to perform their respective obligations under this Agreement which are not subject to or affected by the dispute. The Party invoking mediation shall inform the other Party with a written notice of its decision to seek informal mediation, and the notice must include a description of the subject to the dispute and a proposed resolution thereof. Designated representatives of both Parties shall attempt to resolve the dispute within five (5) working days starting from the day after the delivery of such notice to the other Party. If the designated representatives cannot resolve the dispute, the Parties shall meet at a mutually agreed location and discuss the dispute and their respective proposals for resolution to responsible executives of the Parties, who shall act in good faith to resolve the dispute.
- 18.2 If the dispute is not resolved within thirty (30) days of the meeting among the Parties' executives, either Party may pursue legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in Prague, Czech Republic. During such court action, the Parties shall continue to perform their respective obligations under this Agreement which are not subject to or affected by the dispute.

19. Force Majeure

- 19.1 Except for the Licensee's payment obligations and the obligations of the Distributor to refund pursuant to Article 11.4, neither Party shall be liable for any damage or, other than as set forth below, have the right to terminate this Agreement for any delay or default in performing its duties hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, acts of terrorism, insurrections, labor strikes or other work stoppages, and/or any other cause beyond the reasonable control of the Party whose performance is affected. Upon the occurrence of such event of force majeure, the Party affected shall promptly notify the other Party in writing setting forth the details of the occurrence of the force majeure event, its expected duration and how that Party's performance may be affected. The affected Party shall resume the performance of its duties as soon as practicable after the force majeure event ceases. In the event the conditions causing a force majeure event continue for a period of 30 days or longer, then either Party may terminate this Agreement upon 3 days written notice to the other Party.

20. Entire Agreement

20.1 This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. For the avoidance of doubt, additional terms and conditions as defined in Section 7.6 shall not modify the terms of this Agreement.

21. Amendment

21.1 No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of the Parties.

21.2 The Licensee, in compliance with Section 100(1) of Act no. 134/2016 Sb. on public procurement, as amended, reserves the right to change the commitment under this Agreement, which entails a change in the number of licenses, i.e. an increase in the number of licenses, for the purpose of accommodating additional Potential Participating Institutions as the authorizing contracting authorities with whom the Licensee has entered into a central procurement agreement and a list of which is attached as Appendix B. This reservation will be effected, as the case may be, by means of an amendment to this Agreement based on the interest of Potential Participating Institutions mentioned in the preceding sentence to receive performance under this Agreement. The Parties may include the price for the licenses for the Potential Participating Institutions in Annex B. The price for the licenses for the Potential Participating Institutions is determined in the Appendix B.

22. Severability

22.1 If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall replace the invalid, illegal or unenforceable provision with a new provision to achieve the same or, if not possible, the closest possible effect to that of the original invalid, illegal or unenforceable provision and this Agreement as a whole.

23. Waiver of Contractual Right

23.1 Waiver of any right, power or remedy herein shall not be deemed a waiver of any other right, power or remedy herein, nor shall waiver of any right, power or remedy regarding a breach of this Agreement be construed as a continuing waiver of any right, power or remedy regarding other breaches of the same or other provisions of this Agreement.



24. Notices

24.1 All notifications, invitations, information, legal acts and other communications ("**Notices**") made in the matters of and under this Agreement must be made in writing, the written form being retained if Notices are delivered by e-mail or fax.

24.2 Notices regarding the extent and manner of performance under this Agreement, damages, penalties, debts, contacts and this Agreement as such (for example, the notification about breach or termination) must be delivered in person, by registered post or courier service. Notices delivered personally or by courier service shall be deemed received at the time of receipt or refusal of their receipt. Notices served by registered mail will be deemed delivered on the fifth (5th) business day following their proven posting.

24.3 Either Party may from time to time change its delivery address by written Notice to the other Party. Such change is effective from the delivery of such Notice.

24.4 If to the Distributor:

- Distributor: Albertina icome Praha s.r.o.
- Address of Distributor: Štěpánská 16
- City of Distributor: Praha 1
- Country of Distributor: Czech Republic
- Postal Code of Distributor: 110 00
- E-mail: [REDACTED]

24.5 If to the Licensee:

- Licensing contact:
- Address of Licensee: Head of Licensing Unit
CzechELib
National Library of Technology
Technická 6, 160 80 Praha 6 - Dejvice
Czech Republic
- E-mail: [REDACTED]

25. Audit Rights

25.1 The Distributor acknowledges that the Licensee can be audited by a respective authority and that the conditions regulating the financing of the Licensee require that the Licensee ensure the necessary cooperation of the Distributor or the Publisher in order to conduct a proper audit of the Licensee. For this purpose, the Distributor is obliged to provide, as well as ensure that the Publisher will also provide, all the reasonably necessary cooperation, information, declaration and documents concerning the Licensee to any auditing/controlling body authorized to carry out an audit of the Licensee in compliance with the rules and regulations of the Czech Republic and mandatory rules of the European Union regarding financial



control, especially regarding the grants. The Distributor shall also cooperate, as well as ensure that the Publisher will also reasonably cooperate, with persons authorized to execute the audit of the Licensee by such auditing bodies. The Distributor and the Publisher shall not be entitled to any remuneration, compensation or any other benefit for providing cooperation as described above. This cooperation can include, but shall not be limited to:

- (a) providing confirmation when the Licensed Materials became accessible as stipulated;
- (b) providing information regarding the fulfillment of the payment terms stipulated in this Agreement or information with respect to a potential outstanding Fee due by the Licensee;
- (c) providing information whether the public procurement procedure occurred as recorded in the protocol drawn up by the Licensee;
- (d) providing cooperation for the purposes of a potential crime investigation.

25.2 Failure to provide cooperation as described in Section 25.1 causing that an effective audit could not be realized shall be deemed a material breach of this Agreement, and the Licensee may seek to terminate this Agreement for breach pursuant to Section 11. The Distributor is obliged to fully compensate any damage that should arise as a result of failure to perform the duty to cooperate described in Section 25.1. Duties described in Section 25 shall survive the termination of this Agreement.

26. Execution

26.1 The Agreement itself shall be signed by the authorized signatory of the Distributor.

26.2 This Agreement is drawn up in three counterparts in the English language, each of which has the power of an original. The Distributor shall receive one (1) counterpart and the Licensee shall receive two (2) counterparts.

26.3 The Parties agree that electronically signed versions of this originally executed Agreement are acceptable in lieu of printed signed copies and are to be given full force and effect under the law.

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

DISTRIBUTOR:

BY: _____

Signature of Authorized Signatory of Distributor

Ing. Vladimír Karen
Statutory Representative
Albertina icome Praha s.r.o.
Štěpánská 16
110 00 Praha 1
Czech Republic

LICENSEE:

BY: _____

Signature of Authorized Signatory of Licensee

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



Appendix A: Business Terms

This Appendix A contains descriptions and business terms related to the Licensed Materials. Copyright in certain of the Licensed Materials is owned by Wolters Kluwer Health, Inc., an affiliate of Ovid Technologies, Inc. Certain additional rights, as set forth in 4.3(i) and 4.3(m), are granted to only for this Licensed Material that is owned by Wolters Kluwer Health, Inc., as marked in Appendix D: Title List. Upon request, no more than twice per year, Distributor shall, or shall cause the Publisher to, deliver to the Licensee an updated list of the Licensed Materials that are owned by Wolters Kluwer Health, Inc., without the need to amend this Agreement.

Licensed Materials:

- Name: **Lippincott Williams & Wilkins High Impact Collection**
- Number of titles: 60 titles (see Appendix D for 2020)
- Dates covered: Subscribed years
- Description:

An essential base of over 60 highly-cited journals with high impact factors as determined by annual Journal Citation Reports - all published by Lippincott Williams & Wilkins.

This unique collection of top-ranked journals published by Lippincott Williams & Wilkins provides an essential base of highly-cited information that is perfectly tailored to your most discriminating research needs. The depth of coverage provided by the collection, combined with the advanced searching features offered through [REDACTED] make this a perfect core package for any mid-sized institution looking to expand its electronic journal collection.

Title list for 2020 is provided in Appendix D. The title list is subject to partial changes every year in accordance with the collection's editorial policy to provide coverage of LWW titles with high impact factor covering the whole range of medical disciplines.

Perpetual rights are granted to fulltext journal content published within the subscribed period where permissible.

Agreement Term: 1 January 2020- 31 December 2020 + optional 1 January 2021 - 31 December 2022

Access Conditions: 3 concurrent users (5 in case of Univerzita Karlova) per journal title per institution

Authentication: IP authentication (See Appendix C for IP addresses)

Add-on Products:

APC: Univerzita Karlova's authors shall be eligible for up to 5 waivers from open access Article Processing Charges ("APC") during the term of this Agreement, which will be



provided by the Publisher's affiliate Wolters Kluwer Health, Inc. ("WKH") in the form of APC waiver codes:

- Eligibility: APC waiver codes may be used in hybrid or Gold OA journals in cases where a Univerzita Karlova's author is the corresponding author of the article for which the APC waiver is to be used.
- Process:
 - The Distributor will cause WKH to provide the 5 APC waiver codes to the Univerzita Karlova library no later than 31st December 2019.
 - An eligible Univerzita Karlova corresponding author may, at any time during the term of this Agreement, request an APC waiver code from the Univerzita Karlova library.
 - The Univerzita Karlova library will confirm the requesting author's eligibility for the receipt of the APC waiver code, and, upon such confirmation, will notify WKH of such author's eligibility.
 - WKH will, or the Distributor will cause WKH to, provide the applicable requesting author with a link to WKH's APC payment portal, where the requesting author may complete the APC waiver process. The link to the APC payment portal will be contained in the article acceptance email WKH will deliver to the requesting author.
 - The applicable article will be published by WKH as an open access article under the terms of the Creative Commons Attribution 4.0 International License (CC BY-NC-ND 4.0).
 - Once the 5 APC waiver codes have been used, additional waiver codes may not be requested.
 - Waiver codes not used during the term of this Agreement may not be carried forward to subsequent agreements.

In addition to regular account statements provided to the Univerzita Karlova, the Publisher shall provide Licensee an annual report of the total number of waiver codes used for Open Access Articles published by Eligible Authors in conformity with this Agreement. This list shall be provided in an Excel file and shall include the following details:

- Name of the publisher
- Article Metadata
- Eligible Author
- Eligible Author's, Subscribing Institution
- Publication date

The annual reports shall include the time span of the last calendar year and shall be delivered in the first quarter of the following year.

Fees and Negotiated Discounts:

- Total Fee: \$991 490,-
- License Fee / year: see Appendix B



Payment Terms:

1. The Fee shall be paid to the Distributor's bank account no.: 5127725044/2700 (account in USD, IBAN: CZ76 2700 0000 0051 2772 5044) Any change of the bank account shall be notified to the Licensee without undue delay. The notice shall be signed by the authorized representative and will become effective upon its delivery to the Licensee.
2. The price for the Licensed Materials shall be paid annually for each commenced calendar year of the duration of the Agreement in the amount set forth therein. The Parties expressly state that the price for the year 2020 shall be paid in the whole amount, regardless of the beginning of the Agreements' effectiveness.
3. All the prices under this Agreement are set forth as final, unchangeable and the maximum allowable.
4. The value added tax shall be added to all the prices under this Agreement in the value prescribed by the law.
5. The price for each commenced calendar year of the duration of the Agreement shall be paid in two (2) partial payments within one invoice with the following maturity:
 - Max 50% on 20 February of the given year for which the Licensed Materials are paid (maturity of the first partial payment);
 - Max 50% on 30 April of the given year for which the Licensed Materials are paid (maturity of the second partial payment);
 - The above-mentioned maturities are applicable only if the invoice (all the invoices) is delivered to the Licensee no later than fifteen (15) days before the stated maturity of the first part payment, i.e. by 5 February of the given year;
 - If the invoice is delivered later, at the latest within fifteen (15) days prior to the due date of the second part payment, i.e. in the term beginning from 5 February to 15 April of the given year, the due date of the first part payment shall be within fifteen (15) days from the date of the provable invoice delivery. The maturity of the second part payment remains unaffected;
 - If the invoice is delivered later, the due date of both part payments shall be within fifteen (15) days of the provable invoice delivery date.
6. The invoice shall be issued in the currency specified in the Agreement. In the event that there are multiple currencies specified in the Agreement for each Licensed Material, the Distributor shall issue at least the number of invoices corresponding to the number of currencies. The foreign currency on the invoice(s) shall also be converted into Czech crowns according to the Czech National Bank exchange rate (www.cnb.cz) valid as at the date of the taxable transaction.
7. Invoice - the tax document shall contain all the requisites of a tax document. The invoice shall contain all the requisites set forth by the applicable legislation, especially Act No. 235/2004 Coll., VAT Act, as amended ("VAT Act"). The invoice shall be delivered to the Licensee either originally or electronically to the e-mail address [REDACTED]. The invoice shall include a summary of all the Licensed Materials pursuant to the Agreement. The invoice shall also be labeled "IPS CzechELib, reg. č. CZ.02.1.01/0.0/0.0/16_040/0003542". The Distributor shall bear any and all costs connected with a change of the exchange rate, including but not limited to any costs that might arise due to the invoice containing incorrect or incomplete information.



8. If the invoice does not contain the requisites set forth in this Agreement or by the applicable legislation or these are incorrect or incomplete, the Licensee is entitled to return such invoice to the Distributor for completion/correction. In such case, the term of payment shall be interrupted and the new term of payment shall run from the provable corrected invoice delivery date to the Licensee and pursuant to the rules set forth above. The procedure under the previous sentence may also be repeated. The Distributor shall correct the invoice in each case within 15 days as of notification by the Licensee on incorrect or incomplete invoice. Denial of monetary performance and the related return of an invoice in accordance with this paragraph do not constitute a default in the payment by the Licensee.
9. Fulfillment of any financial duty associated with performance under this Agreement shall be understood as the moment of debiting the full amount from the bank account of the Party.
10. The Distributor is not entitled to require any advance payments under this Agreement.
11. Each Party shall bear its own costs in connection with this Agreement. The bank fees for the bank transfer are shared between the Parties.
12. The Distributor declares that is a VAT payer and that is not an unreliable VAT payer within the meaning of the Section 106a of the VAT Act. In the event that the tax administrator starts a procedure that the Distributor is an unreliable VAT payer, the Distributor undertakes to notify such fact to the Licensee in writing without undue delay.
13. The Distributor further declares that he fulfills all the conditions set forth in the Section 109 of the VAT Act, i.e. that he has not breached any obligation under the VAT Act which could lead to the liability of the Licensee for the unpaid tax under the Section 109 of the VAT Act. The Distributor undertakes that if there is a threat or even a breach of any Distributor's obligation that could lead to the liability of the Distributor for an unpaid tax, he shall notify such fact in writing to the Licensee without undue delay.
14. Any payments made under this Agreement in favor of the Distributor shall be made to the Distributor's bank account, which is registered with the tax authority within the meaning of the Section 109 of the VAT Act, which the Distributor confirms. In the event that the Distributor becomes an unreliable VAT payer under the preceding paragraphs or there is a threat that the Distributor will become an unreliable VAT payer under the preceding paragraphs, or the Distributor's account shall not be registered with the tax administrator, the Distributor expressly agrees that the VAT from the price under this Agreement shall be paid directly to the tax administrator's account in accordance with the applicable legislation.

The Distributor takes on the risk of a change in circumstances under Section 1765 (1) of Act No. 89/2012 Coll., the Civil Code, as amended.



Appendix B: Participating Institutions, Potential Participating Institutions and Fees

Information concerning the fees of the individual Participating Institutions and Potential Participating Institutions contained in this Appendix B is considered business secret pursuant to the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, as amended, and are not to be disclosed in the Register of Contracts in accordance with the provisions of Section 3, Paragraph 1 and Paragraph 2 letter b) of Act No. 340/2015 Coll.

The Parties acknowledge that the Licensee is obliged by law to subsequently disclose in the Register of Contracts the individual agreements on provision of access to the Licensed Materials concluded between the Licensee and each Participating Institution. Corresponding fees for individual licenses will not be disclosed.

PARTICIPATING INSTITUTIONS

Institution (Czech)	Institution (English)	2020	2021	2022
Masarykova univerzita	Masaryk University			
Univerzita Karlova v Praze	Charles University			
Univerzita Palackého v Olomouci	Palacký University Olomouc			
Total without VAT		\$ 314 508	\$ 330 235	\$ 346 747

POTENTIAL PARTICIPATING INSTITUTIONS

Institution (Czech)	Institution (English)
Vysoká škola regionálního rozvoje a Bankovní institut - AMBIS, a.s.	College of Regional Development and Banking Institute - AMBIS
Biofyzikální ústav AV ČR, v.v.i.	Institute of Biophysics of the CAS, v. v. i.
Biotechnologický ústav AV ČR, v. v. i.	Institute of Biotechnology CAS, v. v. i.
Centrum pro studium vysokého školství, v. v. i.	Centre for Higher Education Studies
České vysoké učení technické v Praze	Czech Technical University in Prague
Česká zemědělská univerzita v Praze	Czech University of Life Sciences
Fyziologický ústav AV ČR, v.v.i.	Institute of Physiology CAS
Fakultní nemocnice Ostrava	University Hospital Ostrava
Fakultní nemocnice Plzeň	University Hospital Plzen
Fakultní nemocnice u sv. Anny v Brně	St. Anne's University Hospital Brno
Institut klinické a experimentální medicíny	Institute for Clinical and Experimental Medicine
Janáčkova akademie múzických umění v Brně	Janáček Academy of Music and Performing Arts in Brno
Jihočeská univerzita v Českých Budějovicích	University of South Bohemia in České Budějovice
Krajská knihovna Františka Bartoše ve Zlíně	František Bartoš Regional Library in Zlin
Krajská knihovna v Pardubicích	Regional Library of Pardubice
Krajská knihovna Vysočiny	Regional Library of Highlands

Knihovna Akademie věd ČR, v. v. i.	Library of the Czech Academy of Sciences
Mendelova univerzita v Brně	Mendel University in Brno
Masarykův onkologický ústav	Masaryk Memorial Cancer Institute
Národní knihovna České republiky	National Library of the Czech Republic
Národní lékařská knihovna	National Medical Library
Národní muzeum	National Museum
Národní technická knihovna	National Library of Technology
Ostravská univerzita	University of Ostrava
Studijní a vědecká knihovna v Hradci Králové	The Research Library in Hradec Králové
Studijní a vědecká knihovna Plzeňského kraje	Education and Research Library of Pilsen Region
Technická univerzita v Liberci	Technical University of Liberec
Univerzita Hradec Králové	University of Hradec Kralove
Univerzita Jana Evangelisty Purkyně v Ústí nad Labem	University of Jan Evangelista Purkyně in Ústí nad Labem
Univerzita Pardubice	University of Pardubice
Veterinární a farmaceutická univerzita Brno	University of Veterinary and Pharmaceutical Sciences Brno
Vědecká knihovna v Olomouci	Research Library in Olomouc
Vysoká škola báňská - Technická univerzita Ostrava	VŠB - Technical University of Ostrava
Vysoká škola ekonomická v Praze	University of Economics, Prague
Vysoká škola chemicko-technologická v Praze	University of Chemistry and Technology, Prague
Výzkumný a šlechtitelský ústav ovocnářský Holovousy s.r.o.	Research and Breeding Institute of Pomology Holovousy Ltd.
Výzkumný ústav práce a sociálních věcí, v. v. i.	Research Institute for Labour and Social Affairs, p. r. i.
Výzkumný ústav rostlinné výroby, v.v.i	Crop Research Institute
Vysoké učení technické v Brně	Brno University of Technology
Západočeská univerzita v Plzni	University of West Bohemia



Appendix C: IP Addresses of Participating Institutions

Institution (English)	Institution (Czech)	IP ranges
Masaryk University	Masarykova univerzita	147.251.0.0-147.251.49.35 147.251.49.37-147.251.255.255
Charles University	Univerzita Karlova	78.128.160.0-78.128.209.127 78.128.214.66-78.128.214.67 193.84.55.0-193.84.63.255 195.113.0.0-195.113.63.97 195.113.63.99-195.113.66.255 195.113.89.0-195.113.93.255 195.113.114.0-195.113.117.255 195.113.130.0-195.113.131.255 195.113.149.132-195.113.149.135 195.113.149.176-195.113.149.183 195.113.187.248-195.113.187.251 195.113.189.0-195.113.189.255 195.113.223.0-195.113.223.255 195.113.229.0-195.113.229.255 195.113.236.0-195.113.236.255 195.113.245.0-195.113.245.255 195.113.187.252-195.113.187.253 195.113.242.224-195.113.242.231
Palacky University Olomouc	Univerzita Palackého v Olomouci	158.194.0.0-158.194.255.255



Appendix D: Title list

The title list is current as of November 2019 and it is subject to change as mentioned in Appendix A.

LWW High Impact Collection	ISSN_NO	WKH Owned/ Society
<u>A&A Practice</u>	25753126	Society
<u>Academic Medicine</u>	10402446	Society
<u>Advances in Anatomic Pathology</u>	10724109	WKH
<u>AIDS</u>	02699370	WKH
<u>American Journal of Gastroenterology</u>	00029270	Society
<u>American Journal of Physical Medicine & Rehabilitation</u>	08949115	Society
<u>American Journal of Surgical Pathology, The</u>	01475185	Society
<u>Anesthesia & Analgesia</u>	00032999	Society
<u>Anesthesiology</u>	00033022	Society
<u>Annals of Plastic Surgery</u>	01487043	WKH
<u>Annals of Surgery</u>	00034932	Society
<u>Arteriosclerosis, Thrombosis, and Vascular Biology</u>	10795642	Society
<u>Cancer Nursing</u>	0162220X	WKH
<u>Circulation</u>	00097322	Society
<u>Circulation Research</u>	00097330	Society
<u>Clinical Journal of Pain, The</u>	07498047	WKH
<u>Clinical Journal of Sport Medicine</u>	1050642X	WKH
<u>Clinical Orthopaedics and Related Research</u>	0009921X	Society
<u>Cornea</u>	02773740	WKH
<u>Critical Care Medicine</u>	00903493	Society
<u>Current Opinion in Lipidology</u>	09579672	WKH
<u>Current Opinion in Neurology</u>	13507540	WKH
<u>Current Opinion in Oncology</u>	10408746	WKH
<u>Current Opinion in Rheumatology</u>	10408711	WKH
<u>Diseases of the Colon & Rectum</u>	00123706	Society
<u>Ear and Hearing</u>	01960202	Society
<u>Epidemiology</u>	10443983	WKH
<u>European Journal of Anaesthesiology (EJA)</u>	02650215	Society
<u>Exercise and Sport Sciences Reviews</u>	00916331	WKH
<u>Hypertension</u>	0194911X	Society
<u>Investigative Radiology</u>	00209996	WKH
<u>JAAOS - Journal of the American Academy of Orthopaedic Surgeons</u>	1067151X	Society
<u>JAIDS Journal of Acquired Immune Deficiency Syndromes</u>	15254135	WKH
<u>JBJS Case Connector</u>	21603251	Society
<u>JBJS Essential Surgical Techniques</u>	21602204	Society



<u>JBJS Reviews</u>	23299185	Society
<u>Journal of Clinical Psychopharmacology</u>	02710749	WKH
<u>Journal of Head Trauma Rehabilitation, The</u>	08859701	WKH
<u>Journal of Hypertension</u>	02636352	Society
<u>Journal of Immunotherapy</u>	15249557	WKH
<u>Journal of Nervous and Mental Disease, The</u>	00223018	WKH
<u>Journal of Orthopaedic Trauma</u>	08905339	WKH
<u>Journal of Pediatric Gastroenterology and Nutrition</u>	02772116	Society
<u>Journal of Strength & Conditioning Research, The</u>	10648011	Society
<u>Journal of Trauma and Acute Care Surgery, The</u>	21630755	Society
<u>Journal of Urology</u>	00225347	Society
<u>Medical Care</u>	00257079	Society
<u>Medicine</u>	00257974	Society
<u>Medicine & Science in Sports & Exercise</u>	01959131	Society
<u>Neurology</u>	00283878	Society
<u>Neurology Clinical Practice</u>	21630402	Society
<u>Obstetrical & Gynecological Survey</u>	00297828	WKH
<u>Obstetrics & Gynecology</u>	00297844	Society
<u>Pain</u>	03043959	Society
<u>Pediatric Infectious Disease Journal, The</u>	08913668	WKH
<u>Plastic and Reconstructive Surgery</u>	00321052	Society
<u>Psychosomatic Medicine (journal)</u>	00333174	Society
<u>Retina</u>	0275004X	Society
<u>Sexually Transmitted Diseases</u>	01485717	Society
<u>Spine Journal</u>	03622436	Society
<u>Stroke</u>	00392499	Society
<u>The Journal of Bone & Joint Surgery</u>	00219355	Society
<u>Transplantation</u>	00411337	Society

