

STANDARD LICENSE AGREEMENT

PARTIES

(1) **Národní technická knihovna (*National Library of Technology*)**

a state-contribution Organization set up by the Ministry of Education, Youth and Sports, with its registered office at Technická 6, Praha 6, Dejvice, postal code: 160 80, ID No.: 61387142

(“Licensee”)

and

(2) **Albertina icome Praha s.r.o.**

a company established and existing under the laws of Czech Republic, with its registered office at Štěpánská 16, Praha 1, postal code: 110 00, ID No.: 49612158, entered in the Commercial Register with the Municipal Court in Prague, Section C, File 20775, distributing the Licensed Materials (as defined hereunder) on behalf of the publisher **ProQuest LLC**, with its registered office at 789 E. Eisenhower Parkway, Ann Arbor, MI, 48108, USA

(“Licensor”)

(The Licensee and the Licensor jointly as the “Parties”, and individually as a “Party”)

hereby enter into the following Licensing Agreement:

(“Agreement”)

RECITALS

- (A) The Licensee acts as a central purchasing body within the meaning of Czech Act No. 134/2016 Sb., on Public Procurement, as amended, for concluding licensing agreements on behalf of Participating Institutions, as defined herein, as part of the CzechELib project.
- (B) The Parties entered into the Standard License Agreement on 21 June 2018, published in the Czech Register of Contracts published under ID No. 5575519 on 27 June 2018 (“**Original Agreement**”) under which a licence has been granted to the Licensee to use Licensed Materials (as defined in the Original Agreement) and the Licensee agreed to pay the Licensor a license fee under all terms and conditions stipulated therein (“**Specified T&C**”). The Original Agreement has been entered into for a definite period of time.
- (C) Whereas the Parties wish to enter into a licensing agreement concerning similar materials again, the Parties have agreed to make this Agreement pursuant and by reference to the Specified T&C agreed earlier.

1. SUBJECT OF THE AGREEMENT

- 1.1 The subject of this Agreement is to define the conditions of cooperation and the mutual rights and obligations of the Parties while providing access and rights (licence) to the Licensed Materials (as defined hereunder).

2. INCORPORATION BY REFERENCE

- 2.1 Without any prejudice to other provisions of this Agreement, the Original Agreement and particularly the Specified T&C (except to the extent explicitly modified herein) are hereby incorporated herein to the same extent and in the same force and effect as if fully set forth herein. To the extent that the Specified T&C are inconsistent with the terms of this Agreement, the terms set forth in this Agreement will prevail and apply.

- 2.2 For the purpose of this Agreement, the Specified T&C and the Original Agreement are modified as follows:

- (a) Appendix A attached to this Agreement will exclusively apply instead of Appendix A to the Original Agreement;
- (b) Appendix B attached to this Agreement will exclusively apply instead of Appendix B to the Original Agreement;
- (c) Appendix C attached to this Agreement will exclusively apply instead of Appendix C to the Original Agreement;
- (d) Appendix D attached to this Agreement will exclusively apply instead of Appendix D to the Original Agreement;
- (e) Appendix E attached to this Agreement will exclusively apply instead of Appendix E to the Original Agreement;
- (f) Article IX. will be modified and replaced to read as follows:

“IX. Term

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”).

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 XI.

3. By a Subscription Period shall for the purpose of this Agreement be understood a calendar year (1 January - 31 December) unless specified differently in Appendix A.”

Article XXII. will be modified and replaced to read as follows:

“XXII. Amendment

22.1 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.



22.2 *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 licences, i.e. an increase in the number of licences, 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 Annex B. This reservation will be effected, as the case may be, by means of an amendment to this Agreement based on the interest of the Potential Participating Institutions mentioned in the preceding sentence in receiving performance under this Agreement. The parties may include the price for the licences for the Potential Participating Institutions in Annex B.”*

- 2.3 Wherever in the Original Agreement is a reference to a particular technical standard or any other standard for accessibility of the Licensed Material or OpenURL standard, NISO Transfer Code of Practice, COUNTER, KBART compliant format or (WCAG) 2.0 at the AA level (“**Standard**”) and, in the meantime, the Standard ceases to exist, is modified or otherwise updated, substituted or adjusted by any other Standard, such updated or the respective new Standard will apply for the purpose of this Agreement instead.

If there is no updated or new respective Standard, the Standard will be substituted by the Standard as agreed by the Parties in each particular case. If no agreement on such new Standard is achieved and the quality of the Licensor’s performance may be threatened, the Licensee will be authorized to determine the new Standard as close as possible to the previous Standard, also taking concurrently into account the legitimate interests of the Licensor other Party.

- 2.4 The obligations of the Licensor to ensure that the Publisher (as defined in the Original Agreement) will fulfil its obligation will apply to the identical extent as agreed in the Original Agreement.

3. TERM AND TERMINATION

- 3.1 This Agreement becomes valid on the date of execution by both Parties. This Agreement takes effect on the date of 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**”).
- 3.2 This Agreement will be in effect from the Effective Date until the expiry date as set out in Appendix A unless terminated earlier in accordance with the Specified T&C.

4. GOVERNING LAW

- 4.1 This Agreement and all matters arising from or in connection hereto will be interpreted and construed pursuant to the rules on governing law set forth by the Original Agreement.

5. FINAL PROVISIONS

- 5.1 This Agreement is drawn up in three (3) copies in the English language, each of which has the validity of the original. The Licensor will receive one (1) copy and the Licensee shall receive two (2) copies.
- 5.2 The Parties declare that they consider this Agreement clear, understandable and therefore valid and that they have been acquainted with the Original Agreement and the Specified T&C before execution of this Agreement.



5.3 If any provision of this Agreement is found by to be putative, invalid or unenforceable or any part of the Agreement is found insufficient, incomplete, unclear or undefined, the Agreement will remain valid and effective and the Parties will execute as soon as possible any and all amendments to this Agreement necessary in order to achieve the same effect or, if not possible, the closest possible effect of such provisions, or to supplement the Agreement to an extent necessary. In any case, this Agreement will be interpreted in accordance with the will of the Parties to the maximum extent possible.

5.4 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.

5.5 The following appendices form an integral part of this Agreement:

Appendix A: Licensed Materials;

Appendix B: Participating Institutions, Potential Participating Institutions and & Fees;

Appendix C: IP Addresses of Participating Institutions;

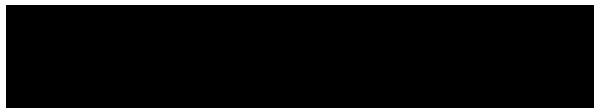
Appendix D: Card of Licensed Materials;

Appendix E: Payment Terms;

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


LICENSOR:

BY:



Signature of Authorized Signatory of Licensor

DATE



Vladimír Karen

Albertina icome Praha s.r.o., Statutory Representative

LICENSEE:

BY:



Signature of Authorized Signatory of Licensee

DATE:



Ing. Martin Svoboda

Director of National Library of Technology



APPENDIX A: LICENSED MATERIALS

ProQuest LLC

Licensed Material: ProQuest Central

- **Number of titles:** >24 000 journals total, >18 000 of them incl. fulltext
- **Dates covered, if applicable:** varies title by title, current title list and status available from <http://tls.search.proquest.com/titlelist/jsp/list/tlsSingle.jsp?productId=10000255>
- **Description:** ProQuest Central is the largest single periodical resource available, bringing together complete databases across all major subject areas, including Business, Health and Medical, Language and Literature, Social Sciences, Education, Science and Technology, as well as core titles in the Performing and Visual Arts, History, Religion, Philosophy, and includes thousands of full-text newspapers from around the world.

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

Access Conditions: Unlimited simultaneous user system-wide access (no perpetual rights!)

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



APPENDIX B: PARTICIPATING INSTITUTIONS, POTENTIAL PARTICIPATING INSTITUTIONS & 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.

PARTICIPATING INSTITUTIONS

Licensed Material: ProQuest Central

Participating Institution (Czech)	Participating Institution (English)	2020	2021	2022
Národní knihovna České republiky	National Library of the Czech Republic			
Studijní a vědecká knihovna Plzeňského kraje, příspěvková organizace	Education and Research Library of Pilsen Region			
Univerzita Pardubice	University of Pardubice			
Výzkumný ústav práce a sociálních věcí	Research Institute for Labour and Social Affairs, p. r. i.			
Total (excl. VAT)	Total (excl. VAT)	\$ 87 888,00	\$ 92 282,00	\$ 96 896,00
	Grand total (excl. VAT)	\$ 277 066,00		

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 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
Technická univerzita v Liberci	Technical University of Liberec
Univerzita Hradec Králové	University of Hradec Kralove
Univerzita Karlova	Charles University
Univerzita Jana Evangelisty Purkyně v Ústí nad Labem	University of Jan Evangelista Purkyně in Ústí nad Labem
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 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 (Czech)	Institution (English)	IP ranges
Národní knihovna České republiky	National Library of the Czech Republic	195.113.132.25 195.113.132.33 195.113.132.71 195.113.132.224- 195.113.132.239 195.113.134.1 195.113.134.104- 195.113.134.111
Studijní a vědecká knihovna Plzeňského kraje, příspěvková organizace	Education and Research Library of Pilsen Region	195.113.226.194 195.113.226.195
Univerzita Pardubice	University of Pardubice	195.113.124.0- 195.113.129.255 195.113.162.128- 195.113.162.255 195.113.168.0- 195.113.168.255 78.128.148.0- 78.128.159.255
Výzkumný ústav práce a sociálních věcí, v. v. i.	Research Institute for Labour and Social Affairs, p. r. i.	80.250.30.49 195.113.192.230



APPENDIX D: CARD OF LICENSED MATERIALS

1) ProQuest

Name of the Licensed Material: **ProQuest Central**

Publisher of the Licensed Material: ProQuest LLC

Exceptions to the content of the Agreement:

A) The contracting parties explicitly exclude the application of the following provisions of the Agreement with the regard to the *Licensed Material named above*:

I. 4., IV. 3.5, IV. 3.13, VII. 5., VII. 13., VII. 14., VII. 15., VII. 16., VII. 18., VII. 19., VII. 20., VII. 21., VII. 30., XI. 1., XII. 1., XII. 2., XII. 3., XII. 4., XII.5, XV.I.

B) New provisions applicable between the parties with the regard to the *Licensed Material named above*:

I. 4. Grant of License. Licensor hereby grants to Licensee and Participating institutions a non-exclusive, non-transferable (except the following sublicenses), system-wide right limited to the territory of Czech Republic. The Licensee is entitled to grant the sublicenses to Participating Institutions. The Licensor entitles Licensee to access and use the Licensed Materials, and to provide the Licensed Materials to Authorized Users (which are defined in Section IV below) of the Licensee and of the Participating Institutions (which are listed in the Appendix B) in accordance with the terms of this Agreement.

VII. 5. Discovery of Licensed Materials. Licensor shall make reasonable efforts to make the Licensed Materials available through Licensee's and/or Participating Institutions' Discovery Service System(s) for indexing and discovery purposes. Licensor shall provide to Licensee's and/or Participating Institutions' discovery service vendors on an ongoing basis the citation and complete descriptive metadata (including all subject headings, abstracts, and keywords), and full-text content necessary to facilitate optimal discovery and accessibility of the content for the benefit of Licensee, Participating Institutions and Authorized Users, provided the Publisher has an agreement with the provider of the discovery service to do so. Discovery Service Systems are defined as user interface and search systems for discovering and displaying content from local, database and web-based sources.

VII. 13. Problems with Licensed Materials. If the Licensed Materials fail to operate, display, load, or render in conformance with the terms of this Agreement, Licensee shall immediately notify Licensor, and Licensor shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. In the event that the non-conformity materially affects Participating Institutions' or Authorized Users' use of the Licensed Materials, and Licensor fails to repair the nonconformity within five (5) business days, Licensee may terminate the Service in question with notice to Licensor and receive a refund of any prepaid but unused fees for such Service.

VII. 18. Notification of Modifications of Licensed Materials. From time to time Licensor may add, change, or modify portions of the Licensed Materials, or migrate the Licensed Materials to other formats. When such changes, modifications, or migrations occur, the



Licensor shall use reasonable efforts to give notice of any such changes to Licensee as soon as is practicable. If any of the changes, modifications, or migrations renders the Licensed Materials substantially less useful to Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement in Section XI, below.

VII. 19. Withdrawal of Licensed Materials. Licensor reserves the right to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. Licensor shall use reasonable efforts to give written notice of the withdrawal to the Licensee as soon as is practicable.

VII. 20. If any such withdrawal renders the Licensed Materials remarkably less useful to Participating Institutions or their Authorized Users, Licensee may seek to terminate providing such product within this Agreement for breach pursuant to the termination provisions in Section XI, below.

VII. 21. Itemized Holdings/Title List. The Licensor will provide Licensee with access to regularly updated current itemized holdings report that specifies the titles included in the Licensed Materials by means of the Publisher's websites.

XI. 1. Early Termination for Financial Hardship. The Licensee may terminate this Agreement without penalty after 31 December 2020 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, Licensee will notify Licensor of the intent to terminate the Agreement as soon as is reasonably possible, but in any case, not later than 20 January of 2021 or 20 January of any following year, and this transaction shall terminate on the last day of the subscription period for which payment has been made 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.

XV. 1. The Licensor shall indemnify and hold harmless the Licensee, the Participating Institutions and Authorized Users against any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from any third party claim that alleges copyright infringement or other intellectual property infringement arising from the use of the Licensed Materials by the Licensee or any Participating Institution or any Authorized User hereunder, provided that Licensee gives ProQuest notice of any suit or threatened suit for infringement brought within twenty (20) days of the day of service of the complaint upon Licensee or from the receipt by Licensee of notice of a threatened suit and further provided that ProQuest shall control the defense of any such suit. ProQuest shall not be liable hereunder if (i) any infringement or violation claim is based solely upon the use of the Service in combination with programs, equipment or devices not of ProQuest origin, design or selection; or (ii) any infringement or violation claim arises out of use of the Service in a manner contrary to the rights granted in this Agreement, including use contrary to intellectual property law. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This Section XV shall survive the termination of this Agreement.

APPENDIX E: PAYMENT TERMS

1. The Fee shall be paid to the Licensor's bank account no.: **5127725044/2700** (Account in USD, IBAN: CZ76 2700 0000 0051 2772 5044).
2. 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.
3. 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.
4. All the prices under this Agreement are set forth as final, unchangeable and the maximum allowable.
5. The value added tax shall be added to all the prices under this Agreement in the value prescribed by the law.
6. 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:
7. Max 50% on 20 February of the given year for which the Licensed Materials are paid (maturity of the first partial payment);
8. Max 50% on 30 April of the given year for which the Licensed Materials are paid (maturity of the second partial payment);
9. 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;
10. 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;
11. 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.
12. 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 Licensor 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.
13. 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 licensing@czechelib.cz. 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 Licensor shall bear any and all costs connected with a change of the exchange rate, including but not limited to any costs which might arise due the invoice containing incorrect or incomplete information.
14. 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 Licensor 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 Licensor 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.
15. 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.
 16. The Licensor is not entitled to require any advance payments under this Agreement.
 17. Each Party shall bear its own costs in connection with this Agreement. The bank fees for the bank transfer are shared between the Parties.
 18. The Licensor 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 Licensor is an unreliable VAT payer, the Licensor undertakes to notify such fact to the Licensee in writing without undue delay.
 19. The Licensor 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 Licensor undertakes that if there is a threat or even a breach of any Licensor's obligation that could lead to the liability of the Licensor for an unpaid tax, he shall notify such fact in writing to the Licensee without undue delay.
 20. Any payments made under this Agreement in favor of the Licensor shall be made to the Licensor's bank account, which is registered with the tax authority within the meaning of the Section 109 of the VAT Act, which the Licensor confirms. In the event that the Licensor becomes an unreliable VAT payer under the preceding paragraphs or there is a threat that the Licensor will become an unreliable VAT payer under the preceding paragraphs, or the Licensor's account shall not be registered with the tax administrator, the Licensor 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 Licensor takes on the risk of a change in circumstances under Section 1765 (1) of Act No. 89/2012 Coll., the Civil Code, as amended.

