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² http://www.projectcounter.org/code_practice.html

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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 the provisions in 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.

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2. In the event the Licensor discontinues or changes the terms of its participation in a third-party archiving service, the Licensor shall 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.

XIII. Warranties

1. Licensor warrants that to the best of its knowledge it has all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee and the Participating Institutions for the purposes and terms outlined in this Agreement, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party.
2. Accessibility Requirements. Licensor warrants that the Licensed Materials comply with Licensor's country of origin laws and regulations, and conform to the accessibility requirements of [Web Accessibility Initiative, Web Content Accessibility Guidelines \(WCAG\) 2.0 at level AA](#). Licensor agrees to promptly respond to and resolve any complaint regarding accessibility of Licensed Materials.⁴

XIV. Limitations on Warranties

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.
2. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or

⁴ <http://www.w3.org/WAI/guid-tech.html>

omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

3. Except for the express warranties stated elsewhere in this Agreement, Licensor disclaims 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 quality, performance, merchantability, or fitness for a particular purpose.

XV. Assignment and Transfer

1. Neither party may assign, directly nor indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, except as otherwise provided in Section VII. Neither party to this Agreement may unreasonably withhold or delay such written consent.

XVI. Governing Law

1. This Agreement 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, except that any controversy or claim arising out of or in connection with the validity, infringement, or effect of any intellectual property right in connection with the Licensed Materials, other content provided by JSTOR, and/or the JSTOR service and any actions which Licensor may need to take to protect the rights and interests of third-party rights holders of materials contained in the JSTOR Platform shall be interpreted and construed according to, and governed by, the laws of the United States, each excluding any such laws that might direct the application of the laws of another jurisdiction.

XVII. Dispute Resolution & Venue

1. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise good faith efforts to resolve the dispute as soon as possible. In the event that the parties cannot, by exercise of their good faith efforts, resolve the dispute, 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 that are not affected by the dispute. The party invoking mediation shall give to the other party written notice of its decision to seek informal mediation, and the notice must include a description of the issues 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 after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution



to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute.

2. If the dispute is not resolved within thirty (30) calendar days of the meeting among the parties' executives, either party may pursue a legal action in court situated in the country whose governing law is to be applied. During such court action, the parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute.

XVIII. Force Majeure

1. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing 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, 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 an event of force majeure, the party affected shall promptly notify the other in writing setting forth the details of the occurrence, its expected duration and how that party's performance may be affected. The affected party shall resume the performance of its obligations as soon as practicable after the force majeure event ceases.

XIX. Entire Agreement

1. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, specifically with relation to the institutions listed in Appendix B, whether oral or written. For the avoidance of doubt, online terms and conditions as defined in Section VII shall not modify the terms of this Agreement.

XX. Amendment

1. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee. At the time of renewal, the parties shall consider whether amendments need to be made to the Agreement to reflect changes in the service provided by Licensor and the Licensed Materials selected by Licensee.

XXI. Severability

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



contracting parties shall replace the invalid, illegal or unenforceable provision by a new provision, the wording of which shall correspond to the intent embodied by the original provision and this Agreement as a whole.


XXII. Waiver of Contractual Right

1. Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.


XXIII. Notices

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.
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, 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.
3. Either party may from time to time change its Notice Address by written notice to the other party. Such change is effective from a delivery of such notice.

If to Licensor:

JSTOR Legal Department
101 Greenwich St., 18th Floor
New York
NY
USA
10006
Email: 

If to Licensee:

Licensing contact:
Head of Licensing Unit
CzechELib
National Library of Technology
Technická 6, 160 80 Praha 6 – Dejvice
Czech Republic
Email: 



XXIV. Audit rights

1. Licensor is obliged to stand still any control of a respective authority and to cooperate with an any auditing/controlling body authorized to carry out audit in compliance with the rules and regulations of Czech republic and mandatory rules of EU/EC regarding to the financial control especially regarding to the grants as well as to cooperate with persons authorized to execute the audit/control by such auditing bodies. Licensor shall not be entitled to any remuneration, compensation nor any other benefit for providing cooperation as described above.
2. Disallowance of the audit/control or a failure to provide cooperation as described in Article 1 of this Section XXIV shall be deemed as a serious breach of this Agreement.
3. Licensor is obliged to fully compensate any damages that should arise as a result of the conduct described in Article 2 of this Section XXIV. Obligations described in Article 1 of this Section XXIV are imposed upon the Licensor regardless the termination of this Agreement.

XXV. Execution

1. This Agreement is compiled in three counterparts in the English language, each of which has the power of an original. Licensor shall receive one counterpart and Licensee shall receive two counterparts.
2. 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 law.



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

LICENSOR: 

BY: _____
Signature of Authorized Signatory of Publisher

Print Name: Nancy Kopans
Title: VP, Secretary, and General Counsel
Address:
ITHAKA
101 Greenwich St., 18th Fl.
New York, NY 10006 USA

LICENSEE: 

BY: _____
Signature of Authorized Signatory of
Licensee

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



Appendix A: Business Terms

Licensed Materials:

Collection	Number of titles	Description	Institution Czech Name	English Name
Arts & Sciences III	152	Draws on titles across the language, performing, and visual arts; features the largest cluster of titles on Eastern and Western religions on JSTOR; includes all titles from the Music Collection: Language & Literature Music Film Studies Folklore Performing Arts Religion Art & Art History Architecture & Architectural History	Janáčková akademie múzických umění v Brně, Národní filmový archiv	Janáček Academy of Music and Performing Arts in Brno, National Film Archive
JSTOR Business & Economics Collection	241	Titles drawn from Business I, II, III, and IV; includes nearly 250 leading journals in economics, finance, marketing, management, business administration, industrial relations, and more; features over 150 years of published research and includes titles from more than 20 countries. American Economic Review Economic Development and Cultural Change Journal of Marketing Journal of Consumer Research Journal of Management Information Systems Oxford Review of Economic Policy	Vysoká škola pro regionální rozvoj a bankovní institut - AMBIS	College of Regional Development and Banking Institute - AMBIS
JSTOR Security Studies Collection	75 Journals, 20,000 research reports	Academic and policy research on international and national security problems and foreign policy issues. Cybersecurity Foreign Policy Human Security And more...	Vysoká škola pro regionální rozvoj a bankovní institut - AMBIS	College of Regional Development and Banking Institute - AMBIS

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

Access Conditions: Unlimited simultaneous user system wide access in accordance with the terms of the Agreement

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

Fees and Negotiated Discounts:

- Total Fee 2020 - 2022: \$16,869.00
- License Fee / year:

2020	2021	2022	Total
\$9,188	\$3,787	\$3,894	\$16,869

1. **Payment Terms:** The price for the Licensed Materials shall be paid on the Licensor's bank account no.: 483043639929 (SWIFT Code: BOFAUS3N). 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 maximum allowable.
4. The price for each commenced calendar year of the duration of the Agreement shall be paid with the following maturity:
 - 100% on 30 April of the given year for which the Licensed Materials are paid;
 - The abovementioned maturity is applicable only if the invoice is delivered to the Licensee up to 15 days before the stated maturity of the payment;
 - If the invoice is delivered later, the due date shall be within 15 days of the provable invoice delivery date.
5. 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.
6. Invoice - the tax document shall contain all the requisites of the tax document stated in the laws of the seat of the Licensor. The invoice shall contain at least:
 - (a) designation of the person performing the services (identification number, a business name, seat);
 - (b) designation of the person to whom the supply is to be made (identification number, a business name, seat);
 - (c) registration number of the invoice – tax document;
 - (d) scope and subject matter of performance;
 - (e) date of issue of the invoice;



- (f) price (in dollars and Czech crowns);
- (g) name and signature of the authorized person.

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 Licensor shall bear any and all costs connected with a change of the exchange rate which might arise due to the invoice containing incorrect or incomplete information.

7. If the invoice does not contain the requisites set forth in this Agreement 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 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.
8. Fulfillment of any financial obligation associated with performance under this Agreement shall be understood as the moment of debiting the full amount from the bank account of the party.
9. The Licensor is not entitled to require any advance payments under this Agreement.
10. Each Party shall bear its own costs in connection with this Agreement. The bank fees for the bank transfer are shared between the Parties.
11. The Licensor takes on the risk of a change in its circumstances under the Section 1765 (1) of the Act No. 89/2012 Coll., The Civil Code, as amended. Licensee shall be responsible for its change in circumstances as stated in the same Act.



Appendix B: Participating Institutions

Participating Institution (English)	Participating Institution (Czech)
Janáček Academy of Music and Performing Arts in Brno	Janáčkova akademie múzických umění v Brně
National Film Archive	Národní filmový archiv
College of Regional Development and Banking Institute - AMBIS	Vysoká škola pro regionální rozvoj a bankovní institut - AMBIS



Appendix C: IP Addresses

JSTOR		
Institution (English)	Institution (Czech)	IP ranges
Janáček Academy of Music and Performing Arts in Brno	Janáčková akademie múzických umění v Brně	195.178.82.*
National Film Archive	Národní filmový archiv	80.92.242.13 94.113.253.12- 94.113.253.14 217.11.226.209- 217.11.226.211
College of Regional Development and Banking Institute - AMBIS	Vysoká škola regionálního rozvoje a Bankovní institut - AMBIS, a.s.	178.17.11.178 77.240.176.44



Appendix D: Fees/Year

Information concerning the fees of the individual Participating Institutions contained in this Appendix D 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, such disclosure to adhere the rules applicable to business secret protection described in the paragraph above.

English Name	2020	2021	2022	Total
Janáček Academy of Music and Performing Arts in Brno				
National Film Archive				
College of Regional Development and Banking Institute - AMBIS				
	\$9,188	\$3,787	\$3,894	\$16,869

