

AMENDMENT NO. 4 TO ELSEVIER SUBSCRIPTION AGREEMENT

This Amendment (the “**Amendment**”) has been entered into

BY AND BETWEEN

Name: Elsevier B.V.
Seat: Radarweg 29, 1043 NX Amsterdam, The Netherlands
Identification number: 33158992
Represented by: Gino Ussi, Executive Vice President RSS (the “**Elsevier**”)

AND

Name: National Library of Technology, a State Contribution
Organization set up by the Ministry of Education, Youth and Sports
Seat: Technická 2710/6, 160 80 Praha 6 – Dejvice, Czech Republic
Identification number: 61387142
Represented by: Ing. Martin Svoboda, Director (the “**Lead Institution**”)

individually the “**Party**” and collectively the “**Parties**”.

WHEREAS

- (A) On 30 May 2018 Elsevier and Lead Institution entered into three Elsevier Subscription Agreements regarding the licensed materials Science Direct ®, Scopus, and Knovel as defined in Annexes of these three agreements (the “**Agreements**” and each agreement individually as the “**Agreement**”). The Agreements were published in the Register of Contracts on 25 May 2020; and
- (B) The Parties intend to modify the terms and conditions of each of the Agreements in each respective sections 5.1, Term, as specified hereunder.

NOW, THEREFORE, in accordance with the Agreements, the Parties hereby agree as follows:

1. REVISIONS

By signing of this Amendment, the Parties expressly and irrevocably agree to modify each of the Agreements as follows:

- 1.1 In each aforementioned sections 5.1 the wording is replaced as follows:

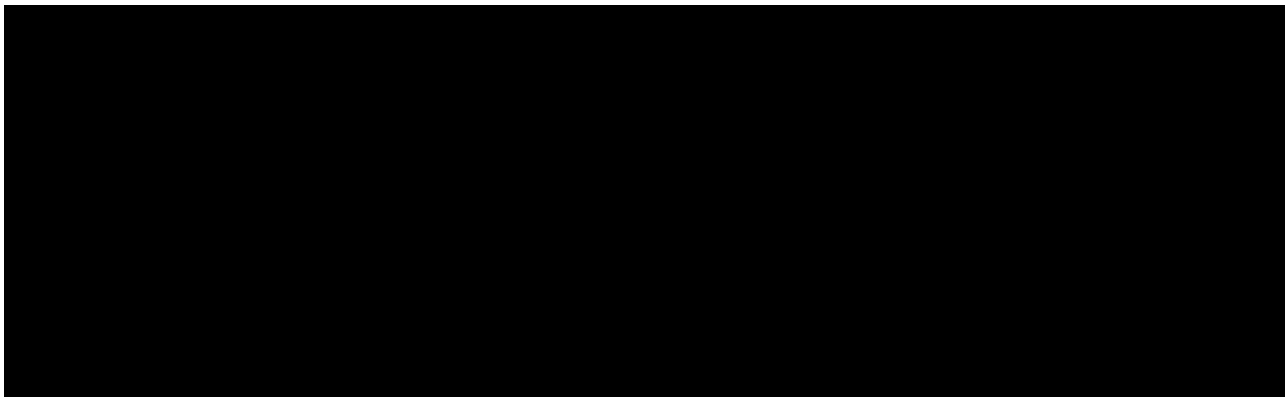
“ Either party may terminate this Agreement for convenience effective 1st January 2021, by giving notice in writing no later than September 30th, 2020.” with the wording “Either party may terminate this Agreement for convenience effective 1st January 2021, by giving notice in writing no later than November 30th, 2020.”

- 1.2 The other provisions of the Agreements shall remain unchanged.

2. MISCELLANEOUS

- 2.1 Regarding the law governing the Amendment and the resolution of any dispute which may arise from it, the Parties have agreed that the corresponding provisions of the Agreements shall apply by analogy.
- 2.2 The Amendment shall be binding upon, and inure to the benefit of, the Parties and their respective legal successors and assigns.
- 2.3 This Amendment shall become valid upon being signed by both Parties. The Amendment shall become effective on the date of its publication in the Register of Contracts in accordance with the conditions laid down by Act No. 340/2015 Coll., On the Register of Contracts, as amended. The Amendment will be in this register published by the Lead Institution.
- 2.4 No changes, alterations or modifications hereto shall be effective unless made in writing and signed by the Parties.
- 2.5 The Amendment has been executed in three (3) original counterparts, each of which shall be deemed an original. Elsevier shall receive one counterpart and the Lead Institution shall receive two counterparts.

IN WITNESS HEREOF, the Parties hereto have caused the Amendment to be executed by their duly authorized representatives on the day(s) written below.



Martin Svoboda
Director of National Library of Technology

Gino Ussi
Executive Vice President RSS