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<sup>1</sup> <http://www.niso.org/workrooms/kbart>

<sup>2</sup> [http://www.projectcounter.org/code\\_practice.html](http://www.projectcounter.org/code_practice.html)

<sup>3</sup> <http://www.niso.org/workrooms/sushi/>



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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.

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1. This Agreement shall be renewable at the end of the current term (31. 12. 2020) for a successive two (2) years term unless either party gives written notice of its intention to cancel ninety (90) days before expiration of the current term. Effective for 2019, all fees payable by Licensee shall be as set forth in the attached Appendix D Fees/Years.

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## XII. Archiving

1. Third Party Archiving Services. As an archive serving the scholarly community, Licensor provides long term preservation of the JSTOR Archive collections by pursuing best practices and standards in the creation and maintenance of the JSTOR Platform and establishing mirror sites and multiple back up files for all of the materials in the JSTOR Platform, and for those items in JSTOR Archive collections that have print editions, establishing a dedicated repository at a participating institution to house and preserve the print copies under archival-quality conditions. With the support of its participating institutions, Licensor is also developing an endowment to ensure the long term operating viability of the JSTOR Platform. Should Licensee or a Participating Institution elect to terminate access to a JSTOR Archive collection, it may resume access to that collection and all content subsequently added to that collection at any time in the future through payment of an annual fee.
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 Licensors' 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.<sup>4</sup>

## 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 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

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



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, 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  
2 Rector St., 18<sup>th</sup> Floor  
New York  
NY  
USA  
10006  
Email: legal@jstor.org

**If to Licensee:**

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

## 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: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature of Authorized Signatory of Publisher

Print Name:  
Title:  
Address:

**LICENSEE:**    
BY: \_\_\_\_\_ DATE: \_\_\_\_\_

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



## Appendix A: Business Terms

### Licensed Materials:

| Collection         | No. of Titles   | Description   | Institution Czech name   | English name   |
|--------------------|-----------------|---|--|--|
| Arts & Sciences I  | 115 Head Titles | Core research and society publications in the represented disciplines:<br>Economics<br>History<br>Political Science<br>Sociology  | Akademie věd ČR<br><br>Jihočeská univerzita v Českých Budějovicích<br>Masarykova univerzita<br>Mendelova univerzita v Brně<br>Metropolitní univerzita Praha<br>Ostravská univerzita v Ostravě<br>Slezská univerzita v Opavě<br>Technická univerzita v Liberci<br>Univerzita Hradec Králové<br>Univerzita Jana Evangelisty Purkyně v Ústí nad Labem<br>Univerzita Karlova v Praze<br>Univerzita Palackého v Olomouci<br>Univerzita Pardubice<br><br>Ústav mezinárodních vztahů, v.v.i.<br>Vysoká škola ekonomická<br>Západočeská univerzita v Plzni | Czech Academy of Sciences<br>University of South Bohemia in České Budějovice<br>Masaryk University<br>Mendel University in Brno<br>Metropolitan University Prague<br>University of Ostrava<br>Silesian University in Opava<br>Technical University of Liberec<br>University of Hradec Kralove<br>University of Jan Evangelista Purkyně in Ústí nad Labem<br>Charles University<br>Palacký University Olomouc<br>University of Pardubice<br>Institute of International Relations<br>University of Economics, Prague<br>University of West Bohemia |
| Arts & Sciences II | 122 Head Titles | Adds depth to many disciplines introduced in Arts & Sciences I in addition to offering core titles in new disciplines:<br>Economics<br>History<br>Archaeology<br>Classics<br>Areas Studies (Latin American, Middle Eastern, Slavic, African, and Asian) | Akademie věd ČR<br><br>Jihočeská univerzita v Českých Budějovicích<br>Masarykova univerzita<br>Mendelova univerzita v Brně<br>Metropolitní univerzita Praha<br>Ostravská univerzita v Ostravě<br>Slezská univerzita v Opavě<br>Technická univerzita v Liberci  | Czech Academy of Sciences<br>University of South Bohemia in České Budějovice<br>Masaryk University<br>Mendel University in Brno<br>Metropolitan University Prague<br>University of Ostrava<br>Silesian University in Opava<br>Technical University of Liberec  |



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|---------------------|-----------------|---|--|--|
|                     |                 |   | <p>Univerzita Hradec Králové<br/>Univerzita Jana Evangelisty Purkyně v Ústí nad Labem<br/>Univerzita Karlova v Praze<br/>Univerzita Palackého v Olomouci<br/>Univerzita Pardubice</p> <p>Ústav mezinárodních vztahů, v.v.i.<br/>Vysoká škola ekonomická<br/>Západočeská univerzita v Plzni</p>   | <p>University of Hradec Kralove<br/>University of Jan Evangelista Purkyně in Ústí nad Labem<br/>Charles University<br/>Palacký University Olomouc<br/>University of Pardubice<br/>Institute of International Relations<br/>University of Economics, Prague<br/>University of West Bohemia</p>  |
| Arts & Sciences III | 152 Head Titles | <p>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:<br/>Language &amp; Literature<br/>Music<br/>Film Studies<br/>Folklore<br/>Performing Arts<br/>Religion<br/>Art &amp; Art History<br/>Architecture &amp; Architectural History</p> | <p>Akademie múzických umění v Praze<br/>Akademie věd ČR<br/>Jihočeská univerzita v Českých Budějovicích<br/>Masarykova univerzita<br/>Metropolitní univerzita Praha<br/>Ostravská univerzita v Ostravě<br/>Univerzita Jana Evangelisty Purkyně v Ústí nad Labem<br/>Univerzita Karlova v Praze<br/>Univerzita Palackého v Olomouci<br/>Univerzita Pardubice<br/>Západočeská univerzita v Plzni</p> | <p>Academy of Performing Arts in Prague<br/>Czech Academy of Sciences<br/>University of South Bohemia in České Budějovice<br/>Masaryk University<br/>Metropolitan University Prague<br/>University of Ostrava<br/>University of Jan Evangelista Purkyně in Ústí nad Labem<br/>Charles University<br/>Palacký University Olomouc<br/>University of Pardubice<br/>University of West Bohemia</p> |
| Arts & Sciences IV  | 108 Head Titles | <p>Includes noteworthy student-run law reviews, featuring more than a century of top legal scholarship accessible for research across other fields of study:<br/>Law<br/>Psychology<br/>Public Policy &amp; Administration<br/>Business<br/>Education</p>   | <p>Akademie věd ČR<br/>Jihočeská univerzita v Českých Budějovicích<br/>Masarykova univerzita<br/>Mendelova univerzita v Brně<br/>Metropolitní univerzita Praha<br/>Ostravská univerzita v Ostravě<br/>Technická univerzita v Liberci</p>   | <p>Czech Academy of Sciences<br/>University of South Bohemia in České Budějovice<br/>Masaryk University<br/>Mendel University in Brno<br/>Metropolitan University Prague<br/>University of Ostrava<br/>Technical University of Liberec</p>   |



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|                     |                 |  | Univerzita Jana Evangelisty Purkyně v Ústí nad Labem<br>Univerzita Palackého v Olomouci<br>Univerzita Pardubice<br><br>Vysoká škola ekonomická Západočeská univerzita v Plzni   | University of Jan Evangelista Purkyně in Ústí nad Labem<br>Palacký University Olomouc<br><br>University of Pardubice<br>University of Economics, Prague<br>University of West Bohemia   |
| Arts & Sciences IX  | 179 Head Titles | Widens JSTOR's coverage in business and the social sciences; contains journals published in over 25 countries; signed content begins in 1853:<br>Business<br>Economics<br>Archaeology<br>Anthropology<br>Social and Political Sciences<br>Interdisciplinary Cultural Studies | Akademie věd ČR<br><br>Masarykova univerzita<br>Mendelova univerzita v Brně<br>Technická univerzita v Liberci<br>Univerzita Hradec Králové  | Czech Academy of Sciences<br>Masaryk University<br><br>Mendel University in Brno<br>Technical University of Liberec<br>University of Hradec Kralove   |
| Arts & Sciences V   | 137 Head Titles | Includes important literary reviews and state historical titles; widens the scope of core disciplines in the arts and humanities.:<br>Literature<br>Art & Art History<br>Philosophy<br>Classical Studies   | Akademie věd ČR<br><br>Masarykova univerzita<br>Technická univerzita v Liberci<br>Univerzita Hradec Králové<br>Univerzita Palackého v Olomouci<br>Univerzita Pardubice<br><br>Západočeská univerzita v Plzni<br>FHS*<br><br>FF* | Czech Academy of Sciences<br>Masaryk University<br><br>Technical University of Liberec<br>University of Hradec Kralove<br>Palacký University Olomouc<br><br>University of Pardubice<br>University of West Bohemia<br>Charles University, Faculty of Humanities<br>Charles University in Prague, Faculty of Arts |
| Artst & Sciences VI | 143 Head Titles | Extends coverage in disciplines across the social sciences; adds international depth to disciplines extensively covered in other Arts & Sciences collections:<br>Political Science<br>Education<br>Linguistics<br>Economics<br>Area Studies                                  | Akademie věd ČR<br><br>Masarykova univerzita<br>Mendelova univerzita v Brně<br>ŠKODA AUTO<br>Vysoká škola<br>Technická univerzita v Liberci<br>Univerzita Hradec Králové<br>FHS*  | Czech Academy of Sciences<br>Masaryk University<br><br>Mendel University in Brno<br>ŠKODA AUTO UNIVERSITY<br>Technical University of Liberec<br>University of Hradec Kralove<br>Charles University, Faculty of Humanities   |
| Arts & Sciences VII | 185 Head Titles | Focused on more than 30 arts, humanities, and social   | Akademie věd ČR   | Czech Academy of Sciences   |



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|                      |                 | science disciplines on JSTOR, as well as business, finance, and health science fields; captures titles that cross discipline boundaries, with titles in more disciplines than in any other JSTOR collection:<br>All arts, humanities, and social sciences   | Masarykova univerzita<br>Mendelova univerzita v Brně<br>Technická univerzita v Liberci<br>Vysoká škola ekonomická | Masaryk University<br><br>Mendel University in Brno<br>Technical University of Liberec<br>University of Economics, Prague |
| Arts & Sciences VIII | 168 Head Titles | Broadens coverage of core humanities disciplines; features rare 19th- and early 20th-century American art periodicals from the Frick, the Met, and the Brooklyn Museum; contains noteworthy titles such as Poetry and BOMB: Art & Art History<br>Language & Literature<br>History<br>Education<br>Philosophy<br>Classical Studies<br>Music  | Akademie věd ČR<br><br>Masarykova univerzita<br>Technická univerzita v Liberci<br>Univerzita Pardubice            | Czech Academy of Sciences<br>Masaryk University<br><br>Technical University of Liberec<br>University of Pardubice         |
| Arts & Sciences X    | 228 Head Titles | Social science journals with a focus on science and social science theory, data, and analysis; includes new disciplines such as Transportation Studies and Development Studies:<br>Business<br>Sociology<br>Economics<br>Education<br>Finance<br>History of Science<br>Technology & Medicine<br>Public Policy & Administration              | Akademie věd ČR<br><br>Masarykova univerzita<br>Mendelova univerzita v Brně<br>Technická univerzita v Liberci     | Czech Academy of Sciences<br>Masaryk University<br><br>Mendel University in Brno<br>Technical University of Liberec       |
| Arts & Sciences XI   | 142 Head Titles | Contains content from 15 countries; includes premier titles such as The American Scholar, RSA Journal, and Black Scholar; current journals available for 25 titles from 8 publishers:<br>Language & Literature<br>History<br>Art & Art History with American Studies<br>Asian Studies<br>Latin American Studies<br>African American Studies | Akademie věd ČR<br><br>Masarykova univerzita<br>Technická univerzita v Liberci                                    | Czech Academy of Sciences<br>Masaryk University<br><br>Technical University of Liberec                                    |
| Arts & Sciences XII  | 130 Head Titles | Extends coverage in the social sciences, focusing on disciplines with high usage and broad appeal across all levels of higher education; education, law, and political science disciplines anchor   | Akademie věd ČR<br><br>Masarykova univerzita  | Czech Academy of Sciences<br>Masaryk University   |



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|                      |                 | <p>the collection, and include journals from the American Bar Association, Brill, Lynn Reiner, and Springer:</p> <p>Law<br/>Political Science<br/>Education<br/>Sociology<br/>Criminology<br/>Social Work<br/>Psychology<br/>Asian Studies</p>  |  |  |
| Arts & Sciences XIII | 141 Head Titles | <p>Provides increased coverage in core humanities disciplines, with more than 60% of its content published outside of the United States; strengths include Christianity studies within the Religion discipline, as well as journals in non-Western philosophy, enriching JSTOR's offerings in Philosophy: Language &amp; Literature<br/>Philosophy<br/>Religion<br/>Art &amp; Art History<br/>Music<br/>History<br/>Classical Studies</p> | <p>Akademie věd ČR<br/><br/>Masarykova univerzita<br/>Univerzita Pardubice</p>           | <p>Czech Academy of Sciences<br/>Masaryk University<br/><br/>University of Pardubice</p>         |
| Arts & Sciences XIV  | 143 Head Titles | <p>Devoted to the study of culture and communication, from civilization's earliest traces to the growth and governance of peoples, and includes a cluster titles covering aspects of science, technology and STEM education; journals in the collection span 17 countries, 23 disciplines, and date back to 1839:<br/>Language &amp; Literature<br/>Political Science<br/>Communications Studies<br/>Archaeology<br/>Asian Studies</p>    | <p>Akademie věd ČR<br/><br/>Masarykova univerzita<br/>Technická univerzita v Liberci</p> | <p>Czech Academy of Sciences<br/>Masaryk University<br/><br/>Technical University of Liberec</p> |
| Arts & Sciences XV   | 133 Head Titles | <p>With extensive coverage in the humanities, social sciences, and sciences, it aims to encompass the best titles not previously included on JSTOR; along with 20 titles drawn from Mathematics &amp; Statistics and 21 titles from the Jewish Studies collection, there will be 110 new-to-JSTOR titles that are historically significant and that have become seminal publications in their field:</p>                                  | <p>Akademie věd ČR<br/><br/>Masarykova univerzita</p>                                    | <p>Czech Academy of Sciences<br/>Masaryk University</p>  |





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|                     |                 | Jewish Studies<br>Mathematics<br>Language & Literature<br>History<br>Philosophy   |  |  |
| Biological Sciences | 134 Head Titles | Brings together the 29 titles available in our existing Ecology & Botany Collection with more than 100 titles new to JSTOR:<br>American Journal of Botany<br>American Naturalist<br>BioScience<br>Condor<br>Ecology<br>Evolution<br>Journal of Wildlife Management<br>Water Environment Research  | Univerzita Palackého v Olomouci                        | Palacký University Olomouc                             |
| Business II         | 66 Head Titles  | Broadens the number of core international business titles, and includes titles that explore the intersections of economics, law, policy, and psychology;<br>25 titles drawn from Arts & Sciences IV, VI, and VII:<br>Economic & Political Weekly<br>IMF Economic Review<br>Journal of Business Ethics<br>Journal of Marketing<br>World Bank Economic Review | ŠKODA AUTO Vysoká škola                                | ŠKODA AUTO UNIVERSITY                                  |
| Business IV         | 51 Head Titles  | Includes core titles in economics, management, industrial relations, and finance; does not overlap with existing or future collections on the JSTOR archive; adds many non-U.S. business:<br>Oxford Review of Economic Policy<br>Cambridge Journal of Economics<br>Journal of Economics<br>Monthly Labor Review<br>National Tax Journal                     | Akademie věd ČR<br>Mendelova univerzita v Brně         | Czech Academy of Sciences<br>Mendel University in Brno |
| Ecology & Botany I  | 29 Head Titles  | Content ranges from biodiversity, climate change, conservation, and experimental biology to plant biology, systematic botany, and taxonomy; founded with assistance of the Ecological Society of America and includes the society's premier research titles:<br>Ecological Applications<br>Journal of Ecology<br>Journal of Animal Ecology                  | University of Chemistry and Technology, Prague (VŠCHT) | Institute of Chemical Technology Prague                |



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|---------------------------|-----------------|--|---|---|
|                           |                 | Biotropica<br>Journal of the Torrey<br>Botanical Society   |   |   |
| Ecology & Botany II       | 86 Head Titles  | Builds off of the strengths in the Ecology & Botany I Collection and broadens JSTOR's scope in the areas of biological and plant sciences; contains key titles from important institutions around the world:<br>Seed Technology<br>Weed Science<br>Plant Systematics and Evolution<br>Harvard Papers in Botany<br>Economic Botany<br>Contributions from the United States National Herbarium | University of Chemistry and Technology, Prague (VŠCHT)  | Institute of Chemical Technology Prague   |
| Health & General Sciences | 25 Head Titles  | The first JSTOR collection released in a non-Roman alphabet; developed in collaboration with the University of Haifa and the National Library of Israel:<br>Leshonenu<br>'Atiqot<br>Cathedra<br>Jerusalem Studies in Hebrew Literature   | University of Chemistry and Technology, Prague (VŠCHT)  | Institute of Chemical Technology Prague   |
| Language & Literature     | 57 Head Titles  | Spans the literary cultures of many different countries and contains articles in several languages, including Arabic, Italian, and German; developed with the Modern Language Association:<br>American Speech Language<br>Modern Philology<br>Nineteenth Century Literature<br>PMLA<br>Renaissance Quarterly<br>Shakespeare Quarterly<br>Twentieth Century Literature                        | Technická univerzita v Liberci  | Technical University of Liberec   |
| Life Sciences             | 161 Head Titles | Merges the Biological Sciences and Health & General Science Collections together into a single multidisciplinary collection; extraordinary depth in the field sciences and coverage in medicine, nursing, epidemiology, and public health:<br>Ecology<br>Botany<br>Plant Sciences<br>Conservation  | Akademie věd ČR<br>Česká zemědělská univerzita v Praze<br>Masarykova univerzita<br>Technická univerzita v Liberci | Czech Academy of Sciences<br>Czech University of Life Sciences<br>Masaryk University<br>Technical University of Liberec |



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|                          |  | Zoology<br>General Science<br>Health Sciences  |   |  |
| Mathematics & Statistics | 81 Head Titles                               | Contains prominent U.S. journals, and also emphasizes publications from around the world; augments its breadth with titles that study math and stats across education, business, economics, science, and philosophy. | Mendelova univerzita v Brně<br>Technická univerzita v Liberci | Mendel University in Brno<br>Technical University of Liberec |
| Museum Collection        | 2524 Journal Head Titles<br>26,000 pamphlets | An aggregated collection of journals from the Arts & Sciences I - XV<br>Life Sciences<br>Business IV<br>Ecology & Botany II<br>19th Century British Pamphlets  | Národní muzeum<br>Národní technické muzeum                    | National Museum<br>National Technical Museum                 |
| Music Legacy Collection  | 34 Head Titles                               | A strong collection for institutions training music scholars and music teachers  | Národní knihovna České republiky                              | National Library of the Czech Republic                       |

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

**Access Conditions:** Unlimited simultaneous user systemwide access in accordance with the terms of the Agreement

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

**Fees and Negotiated Discounts:**

- Total Fee: \$973,101
- License Fee / year:

| 2018      | 2019      | 2020      | 2021      | 2022      | Total     |
|-----------|-----------|-----------|-----------|-----------|-----------|
| \$193,744 | \$186,287 | \$191,876 | \$197,632 | \$203,561 | \$973,101 |

1. **Payment Terms:** The price for the Licensed Materials shall be paid on the Licensor's bank account stated in the invoice.
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 2018 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. 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](http://www.cnb.cz)) on the date of the taxable transaction.
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 [faktury@techlib.cz](mailto:faktury@techlib.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”.

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. 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. 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 Institutions (English)                    | Participating Institutions (Czech)                     |
|---|--|
| Academy of Performing Arts in Prague                    | Akademie múzických umění v Praze                       |
| Czech Academy of Sciences                               | Akademie věd ČR  |
| Czech University of Life Sciences                       | Česká zemědělská univerzita v Praze                    |
| University of South Bohemia in České Budějovice         | Jihočeská univerzita v Českých Budějovicích            |
| Masaryk University                                      | Masarykova univerzita                                  |
| Mendel University in Brno                               | Mendelova univerzita v Brně                            |
| Metropolitan University Prague                          | Metropolitní univerzita Praha                          |
| National Library of the Czech Republic                  | Národní knihovna České republiky                       |
| National Museum   | Národní muzeum   |
| National Technical Museum                               | Národní technické muzeum                               |
| University of Ostrava                                   | Ostravská univerzita v Ostravě                         |
| Silesian University in Opava                            | Slezská univerzita v Opavě                             |
| ŠKODA AUTO UNIVERSITY                                   | ŠKODA AUTO Vysoká škola                                |
| Technical University of Liberec                         | Technická univerzita v Liberci                         |
| University of Hradec Kralove                            | Univerzita Hradec Králové                              |
| University of Jan Evangelista Purkyně in Ústí nad Labem | Univerzita Jana Evangelisty Purkyně v Ústí nad Labem   |
| Charles University                                      | Univerzita Karlova v Praze                             |
| Palacký University Olomouc                              | Univerzita Palackého v Olomouci                        |
| University of Pardubice                                 | Univerzita Pardubice                                   |
| Institute of International Relations                    | Ústav mezinárodních vztahů, v.v.i.                     |
| University of Economics, Prague                         | Vysoká škola ekonomická                                |
| University of West Bohemia                              | Západočeská univerzita v Plzni                         |
| Institute of Chemical Technology Prague                 | University of Chemistry and Technology, Prague (VŠCHT) |
| Charles University, Faculty of Humanities               |  |
| Charles University in Prague, Faculty of Arts           |  |



## Appendix C: IP Addresses

| <b>JSTOR</b> |   |   |  |
|--------------|---|---|--|
| #            | Instituce                                   | Institution                                     | IP Ranges  |
| 1            | Akademie múzických umění v Praze            | Academy of Performing Arts in Prague            | 195.113.72.70<br>195.113.72.125<br>195.113.72.126<br>195.113.73.21<br>195.113.73.22<br>195.113.73.23<br>195.113.74.20<br>195.113.74.21<br>195.113.75.3   |
| 2            | Česká zemědělská univerzita v Praze         | Czech University of Life Sciences               | 193.84.32.0/20   |
| 3            | Jihočeská univerzita v Českých Budějovicích | University of South Bohemia in České Budějovice | 160.217.0.0 - 160.217.255.255  |
| 4            | Masarykova univerzita                       | Masaryk University                              | 147.251.*.*  |
| 5            | Mendelova univerzita v Brně                 | Mendel University in Brno                       | 195.178.72.0-195.178.72.255<br>195.178.73.0-195.178.73.255<br>195.178.74.0-195.178.74.255<br>195.178.75.0-195.178.75.255<br>195.178.76.0-195.178.76.255<br>195.178.77.0-195.178.77.255<br>195.178.78.0-195.178.78.255<br>195.178.79.0-195.178.79.255<br>195.178.80.0-195.178.80.255<br>195.113.143.0-195.113.143.255<br>195.113.174.32-195.113.174.63<br>195.113.194.0-195.113.194.255<br>195.113.195.0-195.113.195.255<br>195.113.204.0-195.113.204.255<br>195.113.215.0-195.113.215.255<br>195.113.216.0-195.113.216.255<br>195.113.217.0-195.113.217.255<br>195.113.218.0-195.113.218.255<br>195.113.239.0-195.113.239.255<br>78.128.147.0-78.128.147.255 |
| 6            | Metropolitní univerzita Praha               | Metropolitan University Prague                  | 195.113.87.96/27<br>89.248.245.82<br>90.178.173.128<br>195.113.173.5<br>195.113.181.200  |
| 7            | Národní knihovna České republiky            | National Library of the Czech Republic          | 195.113.132.25<br>195.113.132.33<br>195.113.132.71<br>195.113.132.224-239<br>195.113.134.1<br>195.113.134.104-111  |
| 8            | Národní muzeum                              | National Museum                                 | 195.113.149.66<br>195.113.142.186<br>195.113.142.190<br>80.188.207.111<br>193.165.174.129  |



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|    |  |   | 88.101.0.245<br>94.230.146.243   |
| 9  | Národní technické muzeum                             | National Technical Museum                               | 212.24.147.202   |
| 10 | Ostravská univerzita v Ostravě                       | University of Ostrava                                   | 195.113.102.0 - 195.113.112.127<br>78.128.128.0 - 78.128.146.255<br>195.113.209.36 - 195.113.209.39<br>195.113.209.56 - 195.113.209.63   |
| 11 | Slezská univerzita v Opavě                           | Silesian University in Opava                            | 10.6.82.56<br>10.6.82.52   |
| 12 | ŠKODA AUTO Vysoká škola                              | ŠKODA AUTO UNIVERSITY                                   | 213.168.183.64/28  |
| 13 | Technická univerzita v Liberci                       | Technical University of Liberec                         | 147.230.0.0 - 147.230.255.255  |
| 14 | Univerzita Hradec Králové                            | University of Hradec Kralove                            | 195.113.165.128 - 195.113.165.255<br>195.113.118.0 - 195.113.120.255   |
| 15 | Univerzita Jana Evangelisty Purkyně v Ústí nad Labem | University of Jan Evangelista Purkyně in Ústí nad Labem | 195.113.136.0 - 195.113.141.255  |
| 16 | Univerzita Karlova v Praze                           | Charles University (all faculties)                      | 78.128.160.0 - 78.128.207.255<br>195.113.0.0 - 195.113.66.255<br>193.84.53.0 - 193.84.53.255<br>193.84.55.0 - 193.84.63.255<br>195.113.89.0 - 195.113.91.255<br>195.113.92.1-195.113.92.255<br>195.113.114.0 - 195.113.117.255<br>195.113.130.0 - 195.113.131.255<br>195.113.149.132 - 195.113.149.135<br>195.113.149.176 - 195.113.149.182<br>195.113.187.240 - 195.113.187.251<br>195.113.189.0 - 195.113.189.255<br>195.113.223.0 - 195.113.223.255<br>195.113.229.0 - 195.113.229.255<br>195.113.236.0 - 195.113.236.255 |
|    |  | Charles University, Faculty of Humanities (FHS)         | 195.113.65.32-195.113.65.64<br>195.113.44.0-195.113.45.255<br>78.128.202.0-78.128.203.255  |
|    |  | Charles University in Prague, Faculty of Arts (FF)      | 195.113.52.0-195.113.55.255<br>195.113.15.16-195.113.15.19<br>78.128.204.0-78.128.207.255<br>195.113.92.1-195.113.92.255<br>195.113.2.0-195.113.3.255<br>195.113.44.0-195.113.45.255<br>78.128.202.0-78.128.203.255  |
| 17 | Univerzita Palackého v Olomouci                      | Palacký University Olomouc                              | 158.194.0.0.-158.194.255.255   |
| 18 | Univerzita Pardubice                                 | University of Pardubice                                 | 195.113.124.0 - 195.113.129.255<br>195.113.162.128 - 195.113.162.255<br>195.113.168.0 - 195.113.168.255<br>78.128.148.0 - 78.128.159.255   |
| 19 | Ústav mezinárodních vztahů, v.v.i.                   | Institute of International Relations                    | 193.179.64.210   |
| 20 | Vysoká škola ekonomická                              | University of Economics, Prague                         | 146.102.*.*  |
| 21 | Západočeská univerzita v Plzni                       | University of West Bohemia                              | 147.228.*.*  |
| 22 | Vysoká škola chemicko-technologická v Praze          | University of Chemistry and Technology                  | 147.33.*   |
| 23 | Akademie věd ČR                                      | Czech Academy of Sciences                               |  |
|    |  | Astronomical Institute of the CAS                       | 147.231.104.*<br>147.231.105.*   |





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|  |   | 147.231.106.*<br>147.231.107.*<br>147.231.18.226<br>195.113.69.146<br>147.231.76.*<br>147.231.47.162  |
|  | Biology Centre of the CAS                             | 147.231.250.0/24<br>147.231.251.0/24<br>147.231.252.0/24<br>147.231.253.0/24  |
|  | Institute of Archeology of the CAS                    | 81.19.3.226<br>31.192.72.158<br>213.155.254.145<br>90.176.58.14<br>88.103.119.233<br>147.231.64.3<br>147.231.64.4<br>147.231.206.10   |
|  | Institute of Biophysics of the CAS                    | 195.178.68.1-195.178.68.255<br>195.178.69.1-195.178.69.255<br>147.231.203.1-174.231.203.255   |
|  | Institute of Biotechnology of the CAS                 | 147.231.236.8<br>147.231.236.9<br>147.231.236.7<br>147.231.236.10   |
|  | Institute of Botany of the CAS                        | 147.231.110.1-254<br>147.231.248.1/255.255.255.128<br>147.231.201.84  |
|  | Institute of Ethnology of the CAS                     | 147.231.78.1-60<br>147.231.98.33-36<br>147.231.205.2  |
|  | Institute of Physiology of the CAS                    | 147.231.41.251<br>147.231.41.24<br>147.231.41.22<br>147.231.41.16   |
|  | Institute of Philosophy of the CAS                    | 147.231.53.250<br>147.231.79.*  |
|  | Institute of Physics of the Czech Academy of Sciences | 147.231.126.0/24<br>147.231.127.0/24<br>147.231.26.0/24<br>147.231.27.0/24<br>147.231.4.0/24<br>147.231.232.0/24<br>147.231.19.32/29<br>147.231.19.176/29<br>147.231.234.0/23 |
|  | Institute of Geophysics of the CAS                    | 147.231.72.*<br>147.231.73.*  |
|  | Institute of Geology of the CAS                       | 147.231.139.1 - 255<br>147.231.142.1 - 255  |
|  | Institute of Mathematics of the CAS                   | 147.231.88.0/23   |
|  | The Economics Institute of the CAS                    | 195.113.12.0-195.113.12.255<br>195.113.13.0-195.113.13.255  |
|  | Institute of Sociology of the CAS                     | 147.231.51.132<br>147.231.52.60   |



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|  |   | 147.231.52.62   |
|  | Institute of Inorganic Chemistry of the CAS             | 147.231.132.1-147.231.132.254<br>147.231.133.1-147.231.133.254  |
|  | Institute of Vertebrate Biology of the CAS              | 195.178.81.128-255<br>88.83.243.195<br>85.207.78.5  |
|  | Institute of Chemical Process Fundamentals of the CAS   | 147.231.137.*<br>147.231.136.*<br>147.231.140.*<br>10.0.140.*<br>10.1.140.*   |
|  | Institute of Art History of the CAS                     | 147.231.51.29   |
|  | Institute of Experimental Botany of the CAS             | 147.231.138.0/24<br>195.113.123.0/27<br>158.194.70.0/25<br>158.194.125.0/24<br>147.231.96.0/24  |
|  | Institute of Experimental Medicine of the CAS           | *under IP ranges of the Institute of Physiology   |
|  | Institute of Atmospheric Physics of the CAS             | 147.231.74.0/23<br>147.231.47.0/26  |
|  | J. Heyrovský Institute of Physical Chemistry of the CAS | 147.231.28.0-147.231.31.255<br>(147.231.28.0/22)  |
|  | Institute of Photonics and Electronics of the CAS       | 147.231.2.0/23<br>147.231.18.88/29<br>147.231.19.40/29  |
|  | Institute of Physics of Materials of the CAS            | 195.178.67.0/24<br>195.178.66.0/24<br>147.231.200.0/24  |
|  | Institute of Plasma Physics of the CAS                  | 147.231.36.1-255<br>147.231.37.1-255<br>147.231.95.1-255<br>147.231.229.1-66  |
|  | Institute of Geonics of the CAS                         | 147.231.208.1 - 147.231.208.254<br>147.231.210.241 - 147.231.210.242<br>147.231.210.245 - 147.231.210.246<br>147.231.201.1 - 147.231.201.62   |
|  | Institute of Hydrodynamics of the CAS                   | 147.231.124.1 - 147.231.124.255   |
|  | Institute of Analytical Chemistry of the CAS            | 147.231.204.0 - 147.231.205.255<br>147.231.43.225<br>147.231.41.6<br>147.231.43.211<br>147.231.43.200<br>147.231.43.196<br>147.231.43.222<br>147.231.43.208<br>147.231.43.193<br>147.231.43.210<br>147.231.43.227 |
|  | Institute of Computer Science of the CAS                | 147.231.6.9<br>147.231.6.8<br>147.231.6.10<br>147.231.6.11  |
|  | Nuclear Physics Institute of the CAS                    | 147.231.100.0 - 147.231.103.255<br>147.231.24.0 - 147.231.24.255  |



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|  | Institute of Macromolecular Chemistry of the CAS           | 147.231.112.*<br>147.231.113.*<br>147.231.77.129-254<br>147.231.51.227-228   |
|  | Institute of Organic Chemistry and Biochemistry of the CAS | 147.231.18.232-147.231.18.239<br>147.231.120.0-147.231.123.255<br>147.231.128.0-147.231.129.255<br>192.108.128.0-192.108.128.255                 |
|  | Institute of Contemporary History of the CAS               | 147.231.84.1<br>147.231.84.101<br>147.231.98.60<br>147.231.98.22   |
|  | Institute of Scientific Instruments of the CAS             | 195.178.70.*<br>195.178.71.*   |
|  | Institute of Rock Structure and Mechanics of the CAS       | 147.231.39.254<br>147.231.39.2<br>147.231.39.9<br>147.231.39.28  |
|  | Institute of State and Law of the CAS                      | 147.231.57.150 - 147.231.57.249  |
|  | Institute of theoretical and applied mechanics of the CAS  | 147.231.20.1 - 147.231.22.254  |
|  | Institute of Thermomechanics of the CAS                    | 147.231.32.*<br>147.231.35.*<br>147.231.244.*<br>147.231.33.*<br>147.231.34.*  |
|  | Institute of Information Theory and Automation of the CAS  | 147.231.12.9<br>147.231.12.84<br>147.231.1.0/26<br>147.231.1.128/25<br>147.231.10.0/25<br>147.231.12.0/22<br>147.231.16.0/24<br>147.231.160.0/24 |
|  | Global Change Research Institute of the CAS                | 147.231.201.128-147.231.201.191  |
|  | Institute of Animal Physiology and Genetics of the CAS     | 147.231.116.0/24<br>147.231.42.237<br>147.231.204.0/24   |
|  | Library of the Czech Academy of Sciences                   | 147.231.62*<br>147.231.63*   |
|  | Institute of Czech Literature of the CAS                   | 147.231.80.*<br>195.178.81.129 - 195.178.81.254  |
|  | Institute of History of the CAS                            | 147.231.205.74 - 147.231.205.99<br>147.231.23.100 - 147.231.23.200<br>147.231.250.50   |
|  | Institute of Microbiology of the CAS                       | 195.113.12.*   |
|  | Institute of Molecular Genetics of the CAS                 | 147.231.144.0/22<br>147.231.150.0/24<br>147.231.47.144/28  |
|  | Oriental Institute of the CAS                              | 147.231.10.129 - 147.231.10.254  |
|  | Institute of Slavonic Studies of the CAS                   | 147.231.69.0/24  |



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|  | Institute of the Czech Language of the CAS | 147.231.68.154<br>147.231.68.158<br>147.231.68.155<br>147.231.68.153<br>147.231.68.152 |
|  | Masaryk Institute and Archives of the CAS  | 147.231.70.2<br>147.231.70.0/24  |
|  | Head Office of the CAS                     | 147.231.61.*   |



## Appendix D: Fees/Year

| English name  | 2018      | 2019      | 2020      | 2021      | 2022      | Total     |
|---|-----------|-----------|-----------|-----------|-----------|-----------|
| Academy of Performing Arts in Prague                    |           |           |           |           |           |           |
| Czech Academy of Sciences                               |           |           |           |           |           |           |
| Czech University of Life Sciences                       |           |           |           |           |           |           |
| University of South Bohemia in České Budějovice         |           |           |           |           |           |           |
| Masaryk University                                      |           |           |           |           |           |           |
| Mendel University in Brno                               |           |           |           |           |           |           |
| Metropolitan University Prague                          |           |           |           |           |           |           |
| National Library of the Czech Republic                  |           |           |           |           |           |           |
| National Museum   |           |           |           |           |           |           |
| National Technical Museum                               |           |           |           |           |           |           |
| University of Ostrava                                   |           |           |           |           |           |           |
| Silesian University in Opava                            |           |           |           |           |           |           |
| ŠKODA AUTO UNIVERSITY                                   |           |           |           |           |           |           |
| Technical University of Liberec                         |           |           |           |           |           |           |
| University of Hradec Kralove                            |           |           |           |           |           |           |
| University of Jan Evangelista Purkyně in Ústí nad Labem |           |           |           |           |           |           |
| Charles University                                      |           |           |           |           |           |           |
| Palacký University Olomouc                              |           |           |           |           |           |           |
| University of Pardubice                                 |           |           |           |           |           |           |
| Institute of International Relations                    |           |           |           |           |           |           |
| University of Economics, Prague                         |           |           |           |           |           |           |
| University of West Bohemia                              |           |           |           |           |           |           |
| University of Chemistry and Technology, Prague          |           |           |           |           |           |           |
| Charles University, Faculty of Humanities               |           |           |           |           |           |           |
| Charles University in Prague, Faculty of Arts           |           |           |           |           |           |           |
|   | \$193,744 | \$186,287 | \$191,876 | \$197,632 | \$203,561 | \$973,101 |

