

AMENDMENT NO. 2 TO ELSEVIER SUBSCRIPTION AGREEMENT

No. 1-17211798967, 1-17211541807, 1-15898628750, 1-17211794647,
1-15683061741, 1-15683101764

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 February 28, 2019 Elsevier and Lead Institution entered into a Elsevier Subscription Agreement regarding the licensed materials defined in Annexes of this Agreement (the “**Agreement**”) as eventually amended by Amendment No. 1 concluded on September 30, 2020; Agreement was published in the Register of Contracts on February 28, 2019 with the ID of contract 7725807; and
- (B) The Parties intend to update the Agreement due to specification of the Fees and particularly due to cancellation of year-on-year increases of Fees for 2021 and 2022.

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

1. REVISIONS

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

- 1.1 In the Agreement, Schedule 1 Subscribed Products/Access/Fees, the table with the prices of Subscribed Products for each Institution shall be modified and replaced (the altered part is highlighted in red) as follows:

Subscribed Products – publisher					
ScienceDirect® online – Elsevier B.V.					
Cell Press Collection Fee - sciencedirect.com					
ECR ID	Institution Name	2019 EUR	2020 EUR	2021 EUR	2022 EUR
10272326	Institute of Biophysics of the CAS, v.v.i.				
344768	Institute of Physiology CAS / Fyziologický ústav AV ČR, v.v.i.				
11241664	Institute of Biotechnology CAS, v.v.i. / Biotechnologický ústav AV ČR, v.v.i.				
246444	Palacký University Olomouc				
246421	Masaryk University				
344779	Institute of Organic Chemistry and Biochemistry of the CAS				
TOTAL FEES		€ 62,558.19	€ 64,747.73	€ 66,366.41	€ 68,025.59

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 The Amendment shall become valid on the date of signature by both Parties. The Amendment comes into effect on the date of its publication in the Register of Contracts under the conditions stipulated by Act No. 340/2015 Coll., On the Register of Contracts, as amended. The Amendment will be published in the Register of Contracts 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 is compiled in three (3) counterparts in the English language, each of which has the power of an original. Elsevier shall receive one counterpart and the Lead Institution shall receive two counterparts.
- 2.6 The Parties agree that electronically signed versions of this originally executed Amendment are acceptable in lieu of printed signed copies and are to be given full force and effect under law and each

Party declares that the electronic execution is valid and effective in the jurisdiction the Party executes the Amendment.

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

