

AMENDMENT NO. 2 TO ELSEVIER SUBSCRIPTION AGREEMENT

No. 1-18188921245

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 December 6, 2019 Elsevier and Lead Institution entered into a Elsevier Subscription Agreement regarding the licensed materials defined in Annexes of this Agreement (the “**Agreement**”) as last amended by Amendment No. 1 concluded on September 30, 2020; Agreement was published in the Register of Contracts on 9 December 2019 with the ID of contract 10244912.
- (B) The Parties intend to update the Agreement due to specification of the Fees and particularly due cancellation of year-on-year increases in 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			
	Scopus® – Elsevier B.V.			
SIS ID	Institution Name	Year 2020 EUR	Year 2021 EUR	Year 2022 EUR
ECR-748886	University Hospital Brno			
ECR-63934	Institute for Clinical and Experimental Medicine			
ECR- /515689	National Museum			
ECR-10392672	Research Institute for Labour and Social Affairs, p. r. i.			
ECR-344940	Crop Research Institute			
ECR-10283498	T. G. Masaryk Water Research Institute, public research institution			
	Total Fees			

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 Contracting 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 by Licensee in the Register of Contracts
- 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 Contracting Party declares that the electronic execution is valid and effective in the jurisdiction the Contracting 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.

