ELSEVIER SUBSCRIPTION AGREEMENT

This agreement ("Agreement") is entered into as of [redacted] 2021 by and between **National Library of Technology,** a State Contribution Organization set up by the Ministry of Education, Youth and Sports, Technická 2710/6, 160 80 Praha 6 - Dejvice, Czech Republic, Identification number: 61387142 (the "Lead Institution"), for and on behalf of itself and the institutions identified on Schedule 2, pursuant to an authorizing agreement (the "Institutions") known collectively as Consortium (all, collectively, the "Subscriber"), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands ("Elsevier"). As used in this Agreement, "Consortium" or "Subscriber" refer to the Lead Institution or to such other Institution or Institutions as the Lead Institution may specify, depending on the context in which that term is used.

The parties hereto agree as follows:

SECTION 1. SUBSCRIPTION.

1.1 *Subscribed Products.*
Elsevier hereby grants to the Subscriber the non-exclusive, non-transferable right to access and use the products and services identified in Schedule 1 ("Subscribed Products") and provide the Subscribed Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement.

1.2 *Authorized Users/Sites.*
Authorized Users for purposes of this Agreement are the employees, the full-time and part-time students, faculty staff, researchers and registered users (as defined in Schedule 4) of the Subscriber and individuals who are independent contractors or are employed by independent contractors of the Subscriber affiliated with the Subscriber's locations listed on Schedule 2 (the "Sites") who may use the Subscribed Products only for the purposes of the contracted research work for the Subscriber and individuals using computer terminals and/or having access to the Subscribed Products via controlled wi-fi network within the library facilities at the Sites permitted by the Subscriber to access the Subscribed Products for purposes of personal research, education or other non-corporate use ("Walk-in Users")

1.3 *Authorized Uses.* Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, download and store a reasonable portion of individual items from the Subscribed Products for the exclusive use of such Authorized User;
- incorporate links to the Subscribed Products on the Subscriber's intranet and internet websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier;
- provide print or electronic copies of individual items from the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly or research use;

- access, search, browse, view, print, make electronic copies and store for the exclusive use of such Authorized User or, if the Authorized User is a librarian/information specialist, for the exclusive use of another Authorized User certain journal articles and book chapters from the ScienceDirect® online service that are not subscribed to as part of the Subscribed Products, with each twenty-four (24) hour access period for a selected article or chapter, a "Transaction"; and

- incorporate links to the Subscribed Products in electronic course-packs, reserves and course management systems for use in connection with courses offered by the Subscriber for academic credit.

The Subscriber may:

- print and deliver journal articles from Subscribed Titles (as defined herein) and, if any, book chapters from the Subscribed Products to fulfill requests from non-commercial libraries located within the same country as the Subscriber as part of the practice commonly known as "interlibrary loan" whereby the requested article is supplied by secure electronic transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing.

The Subscriber may extract and index Data from the Published Journal Articles/Published Book Chapters from Authors included in the Subscribed Products to index and store these in perpetuity in the Subscriber's Institutional Repository by implementing the ScienceDirect APIs as outlined in the use case at: http://dev.elsevier.com/ir_cris_vivo.html.

Abstracts may only be displayed on the abstract records on the Subscriber data's websites, all other services of the Institutional Repository, such as (but not limited to) alerts, e-mail services and API's may only display Snippets but not abstracts.

In connection with the storage of Data from the Published Journal Articles/Published Book Chapters from Authors in the Subscriber's Institutional Repository, the Subscriber will:

(i) integrate the Institutional Repository software with Elsevier's APIs in accordance with the API Documentation;

(ii) display clear indicators informing users of the Institutional Repository in case they are entitled to the Published Journal Article/Published Book Chapter next to each instance where Data are displayed;

(iii) ensure links to the relevant Published Journal Article/Published Book Chapter landing page in the Subscribed Product are available as part of the displayed Data. In the event links to multiple instances of the full text article/book chapter are displayed, the Subscriber will ensure that the link to the Published Journal Article/Published Book Chapter is displayed more prominently than the links to the other versions of the article/book chapter;

(iv) undertake reasonable efforts to ensure that Accepted Manuscripts bear a CC BY-NC-ND license and link back to the Published Journal Article/Published Book Chapter on ScienceDirect;

(v) ensure the indexes only include Data and no other parts of the Published Journal Articles/Published Book Chapters; and

(vi) remove illicit versions of Published Journal Articles on the terms which are set out here: https://www.elsevier.com/about/company-information/policies/hosting upon Elsevier's request and allow Elsevier to review the implementation of the Data into the Institutional Repository. Elsevier

will have the right to suggest improvements to the display of the search results for the Published Journal Articles/Published Book Chapters that are available on the Elsevier site.

The Subscriber recognizes that Elsevier wants to ensure that the Institutional Repository will not share personal or private information, including user identities. In the event the Institutional Repository collects or otherwise processes or uses personal data the Subscriber will be responsible for complying with the relevant data protection and privacy laws.

As used in this section regarding the storage of Data from the Published Journal Articles/Published Book Chapters from Authors in the Subscriber's Institutional Repository:

"Authors" means employees, students and other staff of the Subscriber and independent contractors appointed by the Subscriber.

"Accepted Manuscript" means an author's version of the manuscript of a journal article or book chapter that has been accepted for publication and which typically includes author-incorporated changes suggested during submission, and editor-author communications. Accepted Manuscripts should not be added to or enhanced in any way in order to appear more like, or to substitute for, the Published Journal Article/Published Book Chapter.

"CC BY-NC-ND" (Creative Commons Attribution – Non Commercial – No Derivatives) means Creative Commons license for non-commercial purposes. CC BY-NC-ND allows others to distribute and copy the Accepted Manuscript for non-commercial purposes, as long as they credit the author(s) (with a link to the formal publication through the relevant DOI), provide a link to the license, and do not represent that the licensor endorses the use made of the article/book chapter. If the user alters or revises the Published Journal Article/Published Book Chapter in any way, it cannot distribute the modified version of the article/book chapter to others.

"Data" will be limited to the following: index terms, bibliographic information, headers, digital object identifiers, embargo end dates, keywords, author affiliation, Snippets and abstracts of the full text articles/book chapters.

"Institutional Repository" means the Subscriber's secure database system that Subscriber uses to collect, preserve and disseminate information about the intellectual output of the Subscriber's institute(s).

"Published Book Chapter" means the definitive final record of published research that appears, or will appear, in the book and embodies all value-adding publisher activities including copy-editing, formatting and (if relevant) pagination, and online enrichment.

"Published Journal Article" means the definitive final record of published research that appears, or will appear, in the journal and embodies all value-adding publisher activities including copy-editing, formatting and (if relevant) pagination, and online enrichment.

"Snippets" mean a short contextually relevant query-dependent text or data which may include bibliographic metadata as well as a maximum of 120 words of query-dependent text from individual Published Journal Articles/Published Book Chapters.

1.4 *Restrictions on Use of Subscribed Products*.

Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Subscriber and its Authorized Users may not:

- abridge, modify, translate or create any derivative work based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;

- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;

- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Subscribed Products;

- substantially or systematically reproduce, retain, store locally, redistribute or disseminate online the Subscribed Products; or

- post "substantial parts" of individual items from the Subscribed Products on social networking sites. A "substantial part" shall mean any text or image that exceeds applicable quotation rights.

1.5 *Intellectual Property Ownership.*
The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution or dissemination online of the Subscribed Products could materially and irreparably harm Elsevier and its suppliers.

Notwithstanding anything to the contrary contained in this Agreement, more extensive usage terms might be permitted for open access content in the Subscribed Products as identified in the individual journal article as stated in the applicable user (e.g. CC) license.

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

2.1 *Access to Subscribed Products.*
Elsevier will make the Subscribed Products accessible to the Subscriber and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise set forth herein, upon receipt by Elsevier of this Agreement document in the territory of The Netherlands, as duly signed in twofold by the Subscriber, which acceptance shall be evidenced and timestamped by an authorized representative of Elsevier in the Netherlands.

2.2 *Quality of Service.*
Elsevier will use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per month, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service. If, due to causes within its reasonable control, Elsevier is unable to provide the Subscriber with access to the service for a period exceeding twenty-four (24) consecutive hours, then Elsevier shall refund to the Subscriber the amount of the Fees calculated by dividing the number of days (or 24 hours periods) of downtime by 365 and multiplied by the amount of the Fees for the then current year. The remedy provided herein is in addition to and not exclusive of any other rights and remedies that the Subscriber may have under this Agreement and at law or in equity.

2.3 *Withdrawal of Content.*
Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing. If the withdrawal represents more than five (5%) percent of the content comprising the Subscribed Products, Elsevier shall refund to the Subscriber the amount of the Fees that is proportional to the amount of content withdrawn and the remaining unexpired portion of the period for which the Fees were paid.

Elsevier warrants and represents that it shall use reasonable efforts to retain in perpetuity an electronic copy of any Subscribed Product that may be withdrawn during the term of this Agreement and to continue to make such titles available through Science Direct online to the Subscriber. If these efforts are unsuccessful and if a particular withdraw Subscribed Products is demonstrably essential to the activities of an Institution, Elsevier shall ensure an equivalent substitute to the withdrawn of such Subscribed Product unless the parties agree on another solution.

2.4 *Usage Data Reports.*
Elsevier will make usage data reports on the usage activity of each Institution accessible online to such Institution on a monthly basis to the librarians/administrators employed by the Subscriber for internal use only. Such reports may be accessed by vendors or other third parties only with the express written permission of Elsevier and for the purpose of usage analysis of the Subscriber. Elsevier will make all reasonable efforts to comply with the then currently valid COUNTER Code of Practice.

2.5 *Federated Search*
Subscriber may construct a federated search interface to enable federated searching of the Subscribed Products by Subscriber and its Authorized Users. The terms and conditions of federated searching, setup of the API or similar, and data harvesting shall be governed by a separate federated search gateway agreement to be entered into between Elsevier and the Subscriber and its Institutions.

2.6 *Open Access Option.*
At any time during the term of this Agreement Elsevier shall be available to discuss, without obligations, new business models, including new open access models, upon the request of the Subscriber. Should both parties agree to adopt any alternative business model, the parties will formalize the new business model in a separate agreement signed by both parties.

SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

3.1 *Authentication.*
Access to the Subscribed Products will be authenticated by the use of Internet Protocol ("IP") address(es) and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials, as identified on Schedule 2. Distribution of usernames, passwords, credentials or otherwise providing remote access to the Subscribed Products by Authorized Users who are Walk-in Users is not permitted.

3.2 *Protection from Unauthorized Access and Use.*
The Subscriber will

- take appropriate measures to protect against the misuse or unauthorized access, whether by the Subscriber or any third party, through or to (a) the Subscriber's credentials used to access the Subscribed Products; and (b) the Subscribed Products and/or information derived therefrom;

- manage identification, use, access and control of all credentials used to access the Subscribed Products in an appropriately secure manner, including, but not limited to, by:

- limiting access to and use of the Subscribed Products to Authorized Users and notifying all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;

- issuing any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulging any passwords or credentials to any third party, and notifying all Authorized Users not to divulge any passwords or credentials to any third party; and

- providing true, complete and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by the Subscriber (including, if requested by Elsevier, written confirmation by the relevant third party internet service provider) and proactively informing Elsevier of any changes to the Subscriber IP addresses, including the addresses no longer being used exclusively by the Subscriber.

- without undue delay, deactivate any credentials when no longer needed or where access presents a security risk;

- implement appropriate policies and procedures to seek to ensure that all use of the Subscribed Products is for its legitimate business purposes and in compliance with all terms and conditions herein;

- implement and maintain its own appropriate program for credentials management and will use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to the Subscriber by Elsevier from time to time in writing;

- on an appropriate basis, review access to the Subscribed Products by its passwords or credentials used to access the Subscribed Products to ensure that such access was in compliance with all terms and conditions herein; and

- promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform Elsevier and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend access of the IP address(es) and/or passwords from which the unauthorized use occurred upon notice to the Consortium and relevant Institution(s). The Subscriber shall not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the Subscriber did not intentionally assist in or encourage such unauthorized use or permit such unauthorized use to continue after having actual notice thereof.

3.3 *Security Requirements*.

The Subscriber agrees that the Subscriber will have in place policies and procedures, which will be reviewed by the Subscriber, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information. The Subscriber will promptly notify Elsevier if it determines that there has been a breach of such safeguards if such breach results in a compromise of any information provided hereunder and cooperate with Elsevier's reasonable requests surrounding such breach including taking appropriate steps to end such activity and to prevent any recurrence.

SECTION 4. FEES AND PAYMENT TERMS.

The Lead Institution will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within one hundred and fifty (150) days of date of invoice. Notwithstanding the aforementioned, the Fees due for each year of the Term shall not be payable by Lead Institution [redacted]. Late payments will be subject to interest charges of [redacted]. The Fees will be exclusive of

any sales, use, value added, withholding or similar tax and the Subscriber will be liable for any such taxes in addition to the Fees. Any sum to be paid by the Lead Institution to Elsevier under this Agreement will be paid by way of transfer to Elsevier's bank account in the Netherlands.

SECTION 5. TERM.

5.1 *Term*.
5.1.1 The term of this Agreement will commence on the day this Agreement is published within the Contracts Register of the Czech Republic (Registr smluv) and continue until 31 December 2022 ("Initial Term"). Either party may terminate this Agreement for convenience effective 1st January 2022, by giving notice in writing no later than 30 September 2021.

5.1.2 This Agreement shall become valid on the date of its execution by both of the parties. This Agreement shall take effect on the date of its publication in the Czech Register of Contracts or on 1 January 2020 (whichever occurs later). The parties to this Agreement declare that should the Agreement take effect after 1 January 2021, they will commence to perform their obligations and Elsevier provide access to the Subscribed Products as of 1 January 2021, i.e. before the commencement of this Agreement due to the necessity of access to the Subscribed Products from 1 January 2021, to the Subscriber and Authorized Users in the full scope of the authorisation stipulated herein including all and any possible rights and authorizations such as potential archiving rights or extent of the access to the backfile content of Subscribed Products. The Fees set forth in Schedule 1 are agreed with regards to this availability of Subscribed Products. Performance of the Elsevier's obligation to make the Subscribed Products available before the Agreement takes effect shall be considered entirely as a performance according to and in compliance with this Agreement.

5.2 *Renewal*.
This Agreement may be renewed upon mutual agreement of the parties in writing for an additional one-year term, subject to appropriate adjustments to Schedule 1.

5.3 *Early Termination Due To Insufficient Budgetary Allotment From Government.*
The Lead Institution may terminate this Agreement in writing within 90 days if sufficient funds are not provided or allotted in future government-approved budgets of the Subscriber (or reasonably available or expected to become available from other sources at the time the Subscriber's payment obligation attaches) to permit the Subscriber, in the exercise of its reasonable administrative discretion, to continue this. After termination pursuant to this section 5.3 the Subscriber shall be due the prorated Fees relating to the period prior to termination.

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 *Warranties*.
Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

6.2 *Indemnities*.
Elsevier will indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Subscriber will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation will survive the termination of this Agreement.

6.3 *Disclaimer*.
EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE

PROVIDED "AS IS" AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBSCRIBED PRODUCTS AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 *Limitation of Liability.*
Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event shall Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, or shall the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier or any supplier has been advised of the possibility of such liability or damages. This limitation of liability shall not apply in events prescribed by the law, especially if such damage is a result of a gross negligence or if the damage was caused intentionally.

SECTION 7. GENERAL.

7.1 *Force Majeure.*
Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) will be deemed a breach of this Agreement.

7.2 *Severability.*
The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

7.3 *Entire Agreement.*
This Agreement contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein.

7.4 *Modification.*
7.4.1 No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties, except for changes reflecting substituted titles, IP addresses, authentication mechanisms, invoicing and contact address details which may be notified by Elsevier or by Subscriber and confirmed by the other party in an exchange of email notices.

7.4.2 The Subscriber, in compliance with Section 100(1) of Act No. 134/2016 Sb., on Public Procurement, as amended, reserves the right to change the commitment under this Agreement, which entails a change in the number of Institutions, i.e. for the purpose of accommodating additional Potential Participating Institutions with whom the Subscriber has entered into a central procurement agreement and, a list of which is provided in Schedule 1. This reservation will be effected, as the case may be, by means of an amendment to this Agreement based on the interest of the Potential Participating Institutions mentioned in the preceding sentence in receiving performance under this Agreement. The parties may include the price for the licences for the Potential Participating Institutions in Schedule 1.

7.5 *Assignment*.
The Subscriber will not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent will not unreasonably be withheld.

7.6 *Privacy*.
Elsevier shall not, without the prior written consent of the Subscriber (relevant Institution), transfer any personal information received under this Agreement to any non-affiliated third party, except (i) to applicable service providers to the extent necessary to perform their functions for Elsevier in support of this Agreement; (ii) where reasonably necessary to address security, safety, fraud or other legal issues; and (iii) if the Subscribed Products are acquired by another company, or use it for any purpose other than as described in this Agreement. To the extent that Authorized Users provide any personal data to Elsevier during account registration or otherwise, the Subscriber acknowledges that such information will be collected, used and disclosed by Elsevier in accordance with the Elsevier privacy policy applicable to the Subscribed Products. Each party will comply with its obligations under applicable privacy and data protection legislation with respect to the processing of personal data of Authorized Users in connection with the Agreement, if any. The parties acknowledge that the Lead Institution itself neither provides nor processes any personal information regarding Authorized Users of any Institutions under this Agreement.

7.7 *Notices*.
All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.

If to Elsevier: Elsevier B.V., Radarweg 29, 1043 NX Amsterdam, The Netherlands. E-mail: [redacted]

If to the Consortium: National Library of Technology, Technická 2710/6, 160 80 Praha 6 - Dejvice, Czech Republic. E-mail: [redacted]

7.8 *Confidentiality*.
The Subscriber and its employees, officers, directors and agents will maintain as confidential and not disclose to any non-affiliated third party without Elsevier's prior written consent the financial terms and commercial conditions of this Agreement. Elsevier may only disclose such information (i) to applicable service providers to the extent necessary to perform their functions in support of this Agreement and (ii) where reasonably necessary to address security, safety, fraud or other legal issues.

7.9 *Compliance with Laws*.
Each party will comply with all applicable laws and regulations relating to its duties and obligations under this Agreement. Elsevier reserves the right to deny access to the Subscribed Products to any person or entity who is prohibited from receiving such access based on any applicable export control and trade sanctions laws or embargo programs.

7.10 *Execution*.
This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures. Each party declares that the electronic execution is valid and effective in the jurisdiction the party executes the Agreement.

7.11 *Power of Attorney*.
The Lead Institution represents and warrants that the Institutions acknowledge and agree to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement. The Lead Institution will inform each individual Institution specified in Schedule 2 of the terms and conditions of access.

7.12 *Governing Law*

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, excluding any such laws that might direct the application of the laws of another jurisdiction.

7.13 *Audit Rights*

Elsevier acknowledges that the Subscriber can be audited by a respective authority and that the conditions regulating the financing of the Subscriber require that the Subscriber ensure the necessary cooperation of Elsevier in order to conduct a proper audit of the Subscriber. For this purpose, Elsevier will use commercially reasonable efforts to provide the necessary cooperation, information, declaration and documents concerning the Subscriber to any auditing/controlling body authorized to carry out an audit of the Subscriber in compliance with the rules and regulations of the Czech Republic and mandatory rules of the European Union regarding financial control, especially regarding the grants. Elsevier shall use commercially reasonable efforts to cooperate with persons authorized to execute the audit of the Subscriber by such auditing bodies. Elsevier shall not be entitled to any remuneration, compensation or any other benefit for providing cooperation as described above. This cooperation can include, but shall not be limited to:

a. providing confirmation when the Subscribed Products became accessible as stipulated;

b. providing information regarding the fulfillment of the payment terms stipulated in this Agreement or information with respect to a potential outstanding Fees due by the Subscriber;

c. providing information whether the public procurement procedure occurred as recorded in the protocol drawn up by the Subscriber;

d. providing cooperation for the purposes of a potential crime investigation.

Failure of Elsevier to provide cooperation as described in this section 7.13 causing that an effective audit could not be realized shall be deemed a serious breach of this Agreement, and the Subscriber shall have the right to terminate the Agreement with a written notice effective immediately by the date of delivery of such a notice. Elsevier is obliged to fully compensate any damage that should arise as a result of Elsevier's gross negligence and wilful misconduct that leads to failure to perform its duty to cooperate described in this section 7.13. Duties described in this section 7.13 shall survive the termination of this Agreement.

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

Name: Martin Svoboda
Title: Director

Name: Gino Ussi
Title: Executive Vice President Research Solution Sales

Agreement # 1-19410030895, 1-18860318141, 1-19408897275

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1
Subscribed Products/Access/Fees

Agreement # 1-19410030895, 1-18860318141, 1-19408897275

Subscribed Products – publisher		**2021**	**2022**
ScienceDirect® online – Elsevier B.V.		**EUR**	**EUR**
Cell Press Collection Fee - sciencedirect.com			
ECR-376499	Masaryk Memorial Cancer Institute	[redacted]	
ECR-246421	Masaryk University		
ECR-497421	University of Ostrava		
TOTAL FEES		**19,622.10**	**20,112.64**

Journal Collection(s)
The Subscriber's Journal Collection(s) is described in Schedule 1.1.

Transaction Fee
The Subscriber may purchase pre-paid Transactions ("PPT") upon mutual agreement of the parties in writing. Unused PPT will be forfeited one (1) year after issue or upon termination of this Agreement, whichever is earlier.

Annex A to Schedule 1.1

Subscribed Titles

MASARYK MEMORIAL CANCER INSTITUTE
ECR-376499

Product ID	ISSN	Cell Press Collection Journal Title
7595	1535-6108	Cancer Cell

MASARYK UNIVERSITY
ECR-246421

Product ID	ISSN	Cell Press Collection Journal Title
7595	1535-6108	Cancer Cell
7704	1934-5909	Cell Stem Cell
7813	0002-9297	The American Journal of Human Genetics

UNIVERSITY OF OSTRAVA
ECR-497421

Product ID	ISSN	Cell Press Collection Journal Title
2216	0960-9822	Current Biology

Potential Participating Institutions

Per Section 7.4.2, the below Potential Participating Institutions may have access under this Agreement, solely when such Potential Participating Institution is added as an Institution to Schedule 2 by means of a signed amendment to this Agreement, and appropriate additional fees are agreed between Elsevier and the Consortium.

Institution (Czech)	**Institution (English)**
Česká zemědělská univerzita v Praze	Czech University of Life Sciences
Fakultní nemocnice u sv. Anny v Brně	St. Anne's University Hospital Brno
Jihočeská univerzita v Českých Budějovicích	University of South Bohemia in České Budějovice
Mendelova univerzita v Brně	Mendel University in Brno
Univerzita Pardubice	University of Pardubice
Veterinární a farmaceutická univerzita Brno	University of Veterinary and Pharmaceutical Sciences Brno
Vysoká škola ekonomická v Praze	University of Economics, Prague
Matematický ústav AV ČR, v. v. i.	Institute of Mathematics of the Czech Academy of Sciences
Ústav informatiky AV ČR, v.v.i.	Institute of Computer Science of the CAS, v. v. i.
Univerzita Karlova	Charles University
ŠKODA AUTO VYSOKÁ ŠKOLA o.p.s.	ŠKODA AUTO UNIVERSITY
Technická univerzita v Liberci	Technical University of Liberec
Ústav teorie informace a automatizace AV ČR, v.v.i.	Institute of Information Theory and Automation
Vysoké učení technické v Brně	Brno University of Technology
Národní technická knihovna	National Library of Technology
Univerzita Tomáše Bati ve Zlíně	Tomas Bata University in Zlín
Ústav makromolekulární chemie AV ČR, v. v. i.	Institute of Macromolecular Chemistry, Czech Academy of Sciences
Vysoká škola chemicko-technologická v Praze	University of Chemistry and Technology, Prague
Západočeská univerzita v Plzni	University of West Bohemia
Národní pedagogické muzeum a knihovna J. A. Komenského	Comenius National Pedagogical Museum and Library
České vysoké učení technické v Praze	Czech Technical University in Prague
Knihovna AV ČR, v. v. i.	Library of the Czech Academy of Sciences
Slezská univerzita v Opavě	Silesian University in Opava
Univerzita Palackého v Olomouci	Palacky University Olomouc
Centrum kardiovaskulární a transplantační chirurgie Brno	Centre of Cardiovascular and Transplantation Surgery
Institut klinické a experimentální medicíny	Institute for Clinical and Experimental Medicine
Policejní akademie České republiky v Praze	Police Academy of the Czech Republic in Prague
Ústav fyzikální chemie J. Heyrovského AV ČR, v.v.i.	J. Heyrovský Institute of Physical Chemistry ASCR, v. v. i.
Akademie múzických umění v Praze	Academy of Performing Arts in Prague
Univerzita Hradec Králové	University of Hradec Kralove
Vysoká škola báňská - Technická univerzita Ostrava	VŠB - Technical University of Ostrava
Západočeské muzeum v Plzni	Museum of West Bohemia

Journal Collection(s)
The Subscriber's Journal Collection(s) is described in Schedule 1.1.

Transaction Fee
The Subscriber may purchase pre-paid Transactions ("PPT") upon mutual agreement of the parties in writing. Unused PPT will be forfeited one (1) year after issue or upon termination of this Agreement, whichever is earlier.

Adjustment of Fees
The Fees for the Subscriber's Journal Collection(s) will be subject to an adjustment to account for any titles removed from the Journal Collection(s) during the remainder of the Term of this Agreement.

Journal Collection(s)
The Subscriber's Journal Collection(s) is described in Schedule 1.1.

Transaction Fee
The Subscriber may purchase pre-paid Transactions ("PPT") at a fee of $22 per Transaction (as defined in Section 1.3) upon mutual agreement of the parties in writing. Unused PPT shall be forfeited upon termination of this Agreement.

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1.1 Journal Subscription

Journal Collection(s):

Cell Press Collection: Electronic access to the full text of all articles from the Cell Press journal titles published since 1 January 1995 identified on Annex A to Schedule 1.1 ("Subscribed Titles").

Option to Substitute or Refund Withdrawn Subscribed Titles
An Institution may substitute any withdrawn Subscribed Titles with one or more journal titles of total comparable value (in current year list price) at any time upon notice to Elsevier. In the event that no substitute journal title is available, Elsevier will refund to the Subscriber the amount of the Fees paid for the withdrawn Subscribed Titles for the remainder of the Term.

Transferred Titles
Society journal titles for which the Subscriber holds an electronic subscription through a third-party publisher whose publication rights are transferred to Elsevier and made accessible on ScienceDirect during the Term ("Transferred Titles") will be deemed Subscribed Titles effective as of the date of transfer and for the then current publication year and the publication years previously paid unless and until the Subscriber notifies Elsevier that it no longer wishes to continue such electronic subscription on ScienceDirect. The option to substitute Subscribed Titles does not apply to Transferred Titles.

Post Termination Access to Subscribed Titles
Upon termination of all of the Institution's annual subscriptions on ScienceDirect online, the Institution may, at its option, (1) acquire, load and technically format on a server that enables access and use by its Authorized Users an electronic copy of all or part of its Subscribed Titles for the publication years paid for and/or (2) continue to access such Subscribed Titles online for an annual access fee based on the number of full-text articles downloaded from such titles during the prior twelve (12) months at a rate of EUR 0.063 per download (adjusted annually for inflation and cost increases, in accordance with the usage provisions of this Agreement, which provisions will survive the termination of the Agreement. Elsevier will make available for inspection by a duly authorized auditor of the Institution, at the Institution's sole expense, the records concerning the calculation of the annual access fee once per year during regular business hours upon thirty (30) days written notice to Elsevier The electronic copy may not contain links and other features and functionality associated with the online version. If a particular Subscribed Titles is withdrawn by Elsevier or not renewed by the Institution, but the Institution remains a ScienceDirect online subscriber, the Institution may continue to access online, at no additional charge, such formerly Subscribed Title for the publication years paid provided that Elsevier continues to hold the electronic rights thereto.

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 2
Sites/Authentication/Contacts

Subscriber: National Library of Technology

#	SIS ID	Account	Address	Contact	Email	IP ranges
1	ECR-376499	Masaryk Memorial Cancer Institute	Zluty Kopec 7, 656 53 Brno, Czech Republic	[redacted]		046.227.012.018195.113.164.0/25
2	ECR-246421	Masaryk University	Zerotinovo Namesti 9, 601 77 Brno, Czech Republic			147.251.*.*
3	ECR-497421	University of Ostrava	Dvorakova 7, 701 03 Ostrava, Czech Republic			195.113.102.0-195.113.112.127 78.128.128.0-78.128.146.255 195.113.209.36-195.113.209.39 195.113.209.56-195.113.209.63

Estimated total number of Authorized Users for Cell Press: .....

For the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (including without limitation companies that are owned wholly or in part by, or affiliated with, the Subscriber) are not Sites, unless expressly stated above.

Delegated Authentication Mechanism: Shibboleth

Institutions may be added to or removed from Schedule 2 provided that written notice is given by the Lead Institution to Elsevier by 1 August prior to the start of the next calendar year of the term hereof and subject to an appropriate recalculation of the fees for any added or removed Institutions. The Subscriber acknowledges and agrees that in the event that an Institution no longer participates in this Agreement, such Institution will be removed from the Schedules and its Journal titles shall no longer be accessed by the Subscriber.

The Lead Institution shall promptly notify Elsevier of any material changes in the number of Sites or Authorized Users, which changes may result in early termination unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the term, and may substitute IP address(es) upon mutual agreement of the parties in writing.

Primary Contact
Name: [redacted]
Title: Head of Licensing Unit
Name/Address (if different from Section 7.7):
E-mail: [redacted]
Phone: NA

Billing Contact
Name: [redacted]
Title: Head of Licensing Unit
Name/Address (if different from Section 7.7):
E-mail: [redacted]
Phone: NA

The Lead Institution will promptly notify Elsevier of any changes to any of the contact information above.

ELSEVIER SUBSCRIPTION AGREEMENT

Schedule 4

Registered Users

The Lead Institution may grant remote access to registered users ("Registered Users") from the Czech Republic only, who may access the Subscribed Products for non-commercial purposes via the separate IP address indicated by Subscriber on Schedule 2 and/or delegated authentication mechanism, identified on Schedule 2, requiring at least two different credentials. Each Registered User shall sign a Registered User agreement. The Registered User agreement shall include the below texts. The Subscriber shall make available Registered Users' records directly relating to this Agreement. Such records shall be open one time per year during business hours, on giving 30 days' notice to the Subscriber for inspection by Elsevier at the premises of Subscriber.

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