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AND
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Sites (Appendix B).

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² <http://www.niso.org/workrooms/kbart>



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29. In the event that the Czech Republic or European Union implements an Open Access policy during the term of this Agreement, the parties will, at the request of the Licensee, renegotiate the terms of this Agreement in accordance with this policy.



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IX. Term

1. This Agreement shall become valid and effective on the date of its execution by both of the parties (the “Effective Date”).
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.

X. Renewal

1. This Agreement shall be renewable at the end of the current term 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. Licenser shall provide Licensee with renewal quotes of all Licensed Materials and for all Participating Institutions no less than ninety (90) days prior to the end of the current term (31.12.2020).



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2. **Accessibility Requirements.** Lessor warrants that the Licensed Materials comply



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XV. Assignment and Transfer

1. Neither party may assign, directly nor indirectly, all or part of its rights or

³ <http://www.pravidla-pristupnosti.cz>

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



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, 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. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in Prague, Czech Republic. 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, labour 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.

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.

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. 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.

2. If to Lessor:

Nakladatelství C. H. Beck, s.r.o.
Jungmannova 750/34, 110 00 Praha 1
Czech Republic
Phone: +420 273 139 222
Email: beck-online@beck.cz

3. If to Licensee:

3.1. Licensing contact:

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

3.2. Technical 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. Lessor is obliged to stand still any control of a respective authority and to cooperate with 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. Lessor 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 an intentional failure to provide cooperation as described in Article 1 shall be deemed as a serious breach of this Agreement.



3. Licenser is obliged to fully compensate any damages that should arise as a result of the conduct described in Article 2. Obligations described in Article 1 are imposed upon the Licenser 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. Licenser 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: Jiří Holna
Title: Managing Director
Address: Jungmannova 750/34, 110 00 Praha 1

LICENSEE:

BY: _____ DATE: _____
Signature of Authorized Signatory of
Licensee

Director of CzechELib
National Library of Technology
Technická 6
160 80 Praha 6 - Dejvice
Czech Republic



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Development and Education



Appendix A: Business Terms

Licensed Materials:

- beck-online.cz
- Beck-online is a legal database consisting of modules (databases of legal information - especially laws, court decisions, commentaries, legal journals and templates) and search engine. The database is available online on the URL www.beck-online.cz. At the moment it contains more than 260 books, the most important legal journals on the market (4 published by C. H Beck, bulletins of BAR Association, Notary Chamber and Chamber of Executors, journals from faculties and other partners). The database of court decisions consists of hundreds of thousands document from dozen sources. Relations between documents is one of the USP of beck-online, that makes the research faster and precise.

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

Access Conditions: Unlimited simultaneous user systemwide access from Full IP Range(s). Access from non-Core IP Range (IP addresses part of Full IP range, but not in Core IP Range) is complimentary as long as the usage from non-Core IP Range doesn't exceed 10 % of usage from Core IP Range. Licensor may evaluate usage from non-Core IP Range on a yearly basis, when exceeding 10 % of usage from Core IP Range, Licensor may terminate access from non-Core IP Range of the particular Participating Institution at its sole discretion. This termination has no influence on the Fees.

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

Fees* and Negotiated Discounts:

- Total Fee
 - 4 203 640 (For the period 2018-2022)
- License Fee / year:
 - 2018: 499 600 CZK
 - 2019: 859 380 CZK
 - 2020: 902 349 CZK
 - 2021: 947 468 CZK
 - 2022: 994 843 CZK

* Prices include additional discount of 7% for participation of 5 or more institutions. Prices do not include VAT.



Payment Terms:

1. 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 value added tax shall be added to all the prices under this Agreement in the value prescribed by the law.
5. The price for each commenced calendar year of the duration of the Agreement shall be paid in two part payments with the following maturity:
 - Max 50% on 15 March of the given year for which the Licensed Materials are paid (maturity of the first part payment);
 - Max 50% on 30 April of the given year for which the Licensed Materials are paid (maturity of the second part payment);
 - The abovementioned maturities are applicable only if the invoice (all the invoices) is delivered to the Licensee up to 15 days before the stated maturity of the first part payment, i.e. until the end of February of the given year;
 - If the invoice is delivered later, at least by the 15 days prior to the due date of the second part payment, i.e. in the term beginning from 1 March to 15 April of the given year, the due date of the first part payment shall be within 15 days from the date of the provable invoice delivery. The maturity of the second part payment remains unaffected;
 - If the invoice is delivered later, the due date of both part payments shall be within 15 days of the provable invoice delivery date.
6. The invoice shall be issued in the currency specified in the Agreement
7. Invoice - the tax document shall contain all the requisites of the tax document. The invoice shall contain all the requisites set forth in the Act No. 89/2012 Coll., The Civil Code, as amended and Act No. 235/2004 Coll., VAT Act, as amended. The invoice shall be delivered to the Licensee either originally or electronically to the e-mail address faktury@techlib.cz. The invoice shall include 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”.
8. 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.
9. Fulfilment 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 other party.



10. The Licensor is not entitled to require any advance payments under this Agreement.
11. The Licensor declares that is a VAT payer and that is not an unreliable VAT payer within the meaning of the Section 106a of the VAT Act. In the event that the tax administrator starts a procedure that the Licensor is an unreliable VAT payer, the Licensor undertakes to notify such fact to the Licensee in writing without undue delay.
12. The Licensor further declares that he fulfills all the conditions set forth in the Section 109 of the VAT Act, i.e. that he has not breached any obligation under the VAT Act which could lead to the liability of the Licensee for the unpaid tax under the Section 109 of the VAT Act. The Licensor undertakes that if there is a threat or even a breach of any Licensor's obligation that could lead to the liability of the Licensor for an unpaid tax, he shall notify such fact in writing to the Licensee without undue delay.
13. Any payments made under this Agreement in favor of the Licensor shall be made to the Licensor's bank account, which is registered with the tax authority within the meaning of the Section 109 of the VAT Act, which the Licensor confirms. In the event that the Licensor becomes an unreliable VAT payer under the preceding paragraphs or there is a threat that the Licensor becoming an unreliable VAT payer under the preceding paragraphs, or the Licensor's account shall not be registered with the tax administrator, the Licensor expressly agrees that the VAT from the price under this Agreement shall be paid directly to the tax administrator's account in accordance with the binding legislation.
14. The Licensor takes on the risk of a change in circumstances under the Section 1765 (1) of the Act No. 89/2012 Coll., The Civil Code, as amended.



Appendix B: Participating Institutions

	2018	2019	2020	2021	2022
Masaryk University					
Mendel University in Brno					
Municipal Library of Prague					
Charles University					
Palacký University Olomouc					
University of West Bohemia					



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 MINISTRY OF EDUCATION,
 YOUTH AND SPORTS

Appendix C: IP Addresses

	Core IP Range	Full IP Range
Charles University	195.113.8.0. - 195.113.9.255	78.128.160.0 - 78.128.207.255 195.113.0.0 - 195.113.66.255 193.84.53.0 - 193.84.53.255 193.84.55.0 - 193.84.63.255 195.113.89.0 - 195.113.91.255 195.113.92.1-195.113.92.255 195.113.114.0 - 195.113.117.255 195.113.130.0 - 195.113.131.255 195.113.149.132 - 195.113.149.135 195.113.149.176 - 195.113.149.182 195.113.187.240 - 195.113.187.251 195.113.189.0 - 195.113.189.255 195.113.223.0 - 195.113.223.255 195.113.229.0 - 195.113.229.255 195.113.236.0 - 195.113.236.255
Palacký University Olomouc	158.194.32.0 - 158.194.35.255	158.194.0.0-158.194.255.255
University of West Bohemia	147.228.19.0/24 147.228.20.0/24 147.228.22.0/24 147.228.23.0/24 147.228.128.0/20	147.228.*.*
Masaryk University	147.251.61.32/27 147.251.160.0/24 147.251.161.0/24 147.251.162.0/24 147.251.163.0/24	147.251.*.*
Mendel University in Brno	195.178.72.0- 195.178.72.255 195.178.73.0- 195.178.73.255 195.178.74.0- 195.178.74.255 195.178.75.0- 195.178.75.255 195.178.76.0- 195.178.76.255 195.178.77.0- 195.178.77.255 195.178.78.0- 195.178.78.255 195.178.79.0- 195.178.79.255 195.178.80.0- 195.178.80.255 195.113.143.0- 195.113.143.255	identical with Core IP Range



	195.113.174.32- 195.113.174.63 195.113.194.0- 195.113.194.255 195.113.195.0- 195.113.195.255 195.113.204.0- 195.113.204.255 195.113.215.0- 195.113.215.255 195.113.216.0- 195.113.216.255 195.113.217.0- 195.113.217.255 195.113.218.0- 195.113.218.255 195.113.239.0- 195.113.239.255 78.128.147.0- 78.128.147.255	
Municipal Library of Prague	195.113.180.192 - 195.113.180.255	identical with Core IP Range

