

STANDARD LICENSE AGREEMENT

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AND

THE NATIONAL LIBRARY OF TECHNOLOGY

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and

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4.5 Intentionally omitted.

4.6 Intentionally omitted.

4.7 Intentionally omitted.

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Should the Effective Date of this Agreement occur after 1 January 2023, Distributor shall ensure that the Publisher will make, or has already made, the Licensed Materials available to the Licensee, the Participating Institutions and Authorized Users in the full scope of the license stipulated herein already as of 1 January 2023 due to the necessity of access to the Licensed Material as of 1 January 2023, to the Participating Institutions and Authorized Users in the full scope of the authorization stipulated herein including all and any possible rights and authorizations such as potential archiving rights, extent of the access to the backfile content of Licensed Materials or Open Access publishing under this Agreement. Performance of the Distributor's obligation to ensure that the Licensed Materials become available before this Agreement takes effect shall be considered entirely as a performance according to and in compliance with this Agreement.

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¹ <http://www.niso.org/workrooms/transfer/>

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- 7.18 **Withdrawal of Licensed Materials.** The Publisher reserves the right to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. The Distributor shall ensure that the Distributor or the Publisher will use commercially reasonable efforts to give written notice of the withdrawal to the Licensee as soon as is practicable, specifying the item or items to be withdrawn.
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² <http://www.niso.org/workrooms/kbart>

³ http://www.projectcounter.org/code_practice.html

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Users without the Licensee's and/or the relevant Participating Institution's prior written consent or unless specifically required by law. Notwithstanding the foregoing, the Publisher may provide usage statistics to its third party content providers of Licensed Materials.

- 7.23 **Confidentiality of Personally Identifiable Information (Personal Data).** The Distributor agrees and shall ensure that the Publisher ensures that no personally identifiable information (personal data), including but not limited to log-ins recorded in system logs, IP addresses of patrons accessing the system, saved searches, any identification data, usernames and passwords, will be shared with third parties, except in cases required or allowed by the applicable law, particularly by the Data Protection Law (as specified in Section 16.1 of this Agreement). If the Distributor or the Publisher is compelled by law or court order to disclose personally identifiable information (personal data) of the Authorized Users or patterns of use, the Distributor shall provide the Licensee with adequate prior written notice as soon as is practicable, so that the Licensee, the Participating Institution or the Authorized Users may seek protective orders or other remedies. The Distributor will, or will cause the Publisher to notify the Licensee and Authorized Users as soon as is practicable if the Distributor's or Publisher's systems are breached and the confidentiality of personally identifiable information (personal data) is compromised.
- 7.24 **Notice of the Use of Digital Rights Management Technology.** In the event that the Distributor or the Publisher utilizes or implements any type of digital rights management ("**DRM**") technology to control the access to or usage of the Licensed Materials, the Distributor will provide or shall ensure that the Publisher will use commercially reasonable efforts to provide the Licensee with a description of the technical specifications of the DRM and how it impacts access to or usage of the Licensed Materials. In no event may such DRM technology be used in a way that would limit the usage rights of the Participating Institution or any Authorized User as specified in this Agreement or under applicable law. If the use of DRM renders the Licensed Materials substantially less useful to, the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement.
- 7.25 **Use of Digital Watermarking Technology.** In the event that either the Distributor or the Publisher utilizes any type of watermarking technology for any element of the Licensed Materials, the Distributor shall use reasonable efforts to ensure that the Publisher agrees that the watermarks may not reduce the readability of the content or degrade image quality. Such watermarks shall not contain user-related information, including but not limited to an account number, IP address, and usernames. If digital watermarking technology is implemented, the Distributor will notify or shall ensure that the Publisher will use commercially reasonable efforts to notify the Licensee at least thirty (30) days in advance of such implementation, and provide the technical specifications for the watermarking technology used. If the use of the watermarking technology renders the Licensed Materials substantially less useful to the Licensee, the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement.

- 7.26 **Interoperability with Prevailing Web Browsers.** The Distributor shall ensure that the Publisher will use reasonable efforts to ensure that the Licensed Materials are accessible and interoperable with prevailing web browsers and internet access tools, including, at a minimum, the most recent two major versions (current version and one version prior) and all the associated releases for those versions.
- 7.27 Intentionally omitted.
- 7.28 **MARC Records.** When applicable to the Licensed Materials, at the Licensee's request, the Distributor shall provide or shall ensure that the Publisher will use commercially reasonable efforts to provide full OCLC-quality batched sets of MARC records incorporating Licensee specifications at no additional cost by the date of the execution of this Agreement. Updates to existing records and new title records, matching the schedule of release and delivery of new publications, will be provided on a mutually agreed-upon schedule and in a format that renders them useful to the Licensee and/or the Participating Institutions. Such records may be provided by means of the Publisher's online service.
- 7.29 **Open Access Option.** The Distributor undertakes and shall ensure that the Publisher will use commercially reasonable efforts to undertake to keep the Licensee informed of any alternative business models during the term of this Agreement, including but not limited to business models taking into account both journal subscriptions and Article Processing Charges for Open Access publishing in so-called hybrid journals. Should the Licensee agree to switch to any such alternative business model, the Parties will formalize the new business model by concluding a separate contract or an addendum to this Agreement.
- 7.30 The Distributor recognizes and acknowledges that a new Directive on Copyright in the Digital Single Market⁵ has been adopted by the European Union which implements direct statutory authorizations of research organizations to open access and to employ data mining techniques to materials to which they have lawful access. The Directive provides that these rights may not be contractually excluded. The Member States of the European Union will implement this Directive into their national legal orders. The Distributor therefore agrees, once the rules in this Directive become effective, to renegotiate this Agreement to the necessary extent (if necessary). This shall also apply in case of any other obligatory statutory changes. Licensee acknowledges that any such changes to this Agreement made pursuant to this Section 7.30 will require the prior approval of the Publisher.

⁵ Directive of the European Parliament and of the Council on copyright in the Digital Single Market No. (EU) 2019/790.

8. Licensee Performance Obligations

- 8.1 **License Terms Notification.** The Licensee shall ensure that the Participating Institutions will use reasonable efforts to provide the Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement.
- 8.2 **Protection from Unauthorized Use.** The Licensee shall ensure that the Participating Institutions will use reasonable efforts to (a) restrict access to the Licensed Materials to the Authorized Users and (b) restrict the unauthorized use of the Licensed Materials.
- 8.3 **Maintaining Confidentiality of Access Passwords.** Where access to the Licensed Materials is to be controlled by the use of passwords, the Licensee shall ensure that the Participating Institutions will use reasonable efforts to inform the Authorized Users that they should not divulge their numbers and passwords to any third party. The Licensee shall ensure that the Participating Institutions will also use reasonable efforts to maintain the confidentiality of any passwords provided by the Distributor or the Publisher.
- 8.4 The Licensee shall use all reasonable efforts to ensure that the Participating Institutions will comply with the terms of this Agreement and will use the Licensed Materials in accordance with the license terms set out in this Agreement and will observe proper fulfilment of requirements set out in this Agreement. The Licensee shall use all reasonable efforts to ensure that the Participating Institutions will ensure that the Authorized Users only use the Licensed Materials in accordance with the license terms set out in this Agreement.

9. Term

- 9.1 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 the date specified as the beginning of this Agreement Term in Appendix A, whichever occurs later ("**Effective Date**").
- 9.2 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 Section 11 of this Agreement.
- 9.3 For the purpose of this Agreement, a Subscription Period shall be understood to mean a calendar year (1 January – 31 December), unless specified differently in Appendix A.

10. Renewal

10.1 Intentionally omitted.

11. Early Termination

11.1 **Early Termination for Financial Hardship.** The Licensee may terminate this Agreement, even partially with respect to particular Participating Institution or Participating Institutions, without penalty as of 31 December 2023 and subsequently every potential 31 December of the following Subscription Period if (i) sufficient content acquisitions funds are not allocated, or (ii) content acquisition funds are withdrawn or reduced, or (iii) the relevant Participating Institution does not have sufficient funds to participate, to enable the Licensee and/or Participating Institutions, in the exercise of its reasonable administrative discretion, to continue this Agreement. In the event of such financial circumstances, the Licensee will notify the Distributor of the intent to terminate this Agreement or partially terminate this Agreement at least ninety (90) days before the end of the respective Subscription Period. This Agreement shall terminate in the selected extent on the last day of the respective Subscription Period without penalty of expense to the Licensee of any kind whatsoever, except as to the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available. In the event of such termination of this Agreement, the Licensee and Participating Institutions shall maintain their perpetual right (where applicable) to the Licensed Materials under fully paid Subscription Periods, subject to Section 12 of this Agreement.

11.2 **Termination for a Material Breach.** Each Party shall notify the breaching Party of a material breach of this Agreement in writing with a detailed description of the breach. The breaching Party shall have thirty (30) days from the receipt of such notice to use all reasonable means to cure this alleged material breach and to notify the non-breaching Party in writing that a cure has been effected. If the material breach is not cured within the thirty (30)-day period, the non-breaching Party shall have the right to terminate this Agreement with a written notice, however, if such material breach would concern or relate merely a certain Participating Institution or Participating Institutions, the Distributor has the right to terminate this Agreement only partially with respect to the Participating Institutions; unless the Publisher determines, proves and documents that such material breach has a material negative impact on the entire Agreement with Licensee and Participating Institutions in which event it can terminate the entire Agreement. Termination of this Agreement is effective immediately on the date of delivery of such a notice. The obligation of the Parties to also remedy any other breach shall not be affected by this provision.

11.3 **Termination of Access.** Upon termination of this Agreement, the Distributor or the Publisher may terminate access to the Licensed Materials by the Licensee, the Participating Institutions and the Authorized Users (in case of a partial termination of this Agreement only with respect to the particular Participating Institution and their

Authorized Users), subject to Section 12 of the Agreement. In addition, authorized copies of the Licensed Materials made by the Authorized Users may be retained for educational purposes and used subject to the terms of this Agreement even after the termination of this Agreement.

- 11.4 **Refunds.** In the event of early termination pursuant to this Agreement, except for termination for a material breach by the Licensee pursuant to Section 11.2 of this Agreement, the Licensee shall be entitled to a refund of any Fee or pro-rata portion thereof paid by the Licensee for any remaining period of this Agreement calculated from the date of termination.

12. Perpetual Rights

- 12.1 **Perpetual License.** Notwithstanding anything else in this Agreement, the Distributor grants or shall ensure that the Publisher will grant to the Licensee and the Participating Institutions a non-exclusive, royalty-free, system-wide perpetual license, limited to the territory of the Czech Republic to use any Licensed Materials that were subscribed to or for which a perpetual license fee has been paid during the term of this Agreement. Such perpetual Licensed Materials are specified in Appendix A. Such use shall be in accordance with the provisions of this Agreement, all of which shall survive any termination of this Agreement. The means by which the Licensee and/or the Participating Institutions shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement. If the Publisher's means of access is not available, the Licensee and/or Participating Institutions may provide substantially equivalent access to the Licensed Materials by use of an archival copy or by engaging the services of third-party trusted archives (such as Portico) and/or participating in collaborative archiving endeavors to exercise such perpetual rights.
- 12.2 **Archival Copy.** The Distributor shall provide or ensure that the Publisher will use commercially reasonable efforts to provide to the Licensee upon request, or the Licensee may create, one (1) copy of the entire set of Licensed Materials to be maintained as an archival copy. The archival copy from the Distributor or the Publisher shall be provided without any DRM in a mutually agreeable medium suitable to the content, and any fees for provision of copies will be on a time and materials basis only.
- 12.3 In the event the Distributor or the Publisher discontinues or suspends selling or licensing the Licensed Materials, the Licensee, Participating Institutions and Authorized Users may use such archived Licensed Materials under the same terms as defined by this Agreement. If the Licensee has a backup copy of the Licensed Materials as defined in Section 4.3(e) of this Agreement, the backup copy may be used as an archival copy.
- 12.4 **Third-Party Archiving Services.** The Distributor and the Licensee acknowledge, and the Distributor shall ensure that the Publisher will also acknowledge, that either Party may engage the services of third-party trusted archives and/or participate in

collaborative archiving endeavors to exercise the Licensee's rights under this section of this Agreement. The Distributor agrees to cooperate and ensure that the Publisher will also reasonably cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Materials available for archiving purposes. The Licensee and/or Participating Institutions may perpetually use a third-party trusted system or collaborative archive to access or store the Licensed Materials, so long as the Licensee's and Participating Institutions' use is compliant with the terms of this Agreement.

- 12.5 In the event the Distributor or the Publisher discontinues or changes the terms of their participation in a third-party archiving service, the Distributor shall, or shall cause the Publisher to use commercially reasonable efforts to, 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.

13. Warranties

- 13.1 The Distributor represents and warrants that the Publisher has all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee that could further authorize the Participating Institutions and their Authorized Users to use the Licensed Materials for the purposes and terms set out in this Agreement, and that the use of the Licensed Materials in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party. The Distributor represents and warrants that it is authorized to fulfill any and all of its obligations set out in this Agreement and that its contractual or other relationship with the Publisher allows it to fulfill these obligations.
- 13.2 The Distributor represents and warrants that the physical object or medium which contains the Licensed Materials will be free from defects for a period of ninety (90) days from delivery.
- 13.3 **Accessibility Requirements.** The Distributor represents and warrants that the Licensed Materials comply with the Distributor's and the Publisher's country of origin laws and regulations and conform to the international accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.0 at level AA. The Distributor shall also promptly respond to and use reasonable efforts to resolve any complaint regarding accessibility of the Licensed Materials and that necessary measures are taken by the Publisher, if necessary.⁶

14. Limitations on Warranties

- 14.1 Notwithstanding anything else in this Agreement, neither Party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not

⁶ <http://www.w3.org/WAI/guid-tech.html>

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. In no event shall Distributor, its affiliates or licensors (including but not limited to, the Publisher), or any of its or their respective directors, officers, employees, or agents, be liable to the Licensee, any Participating Institution, any Authorized User or any third party whose claim arises from or is related to this Agreement, under any theory of tort, contract, strict liability, or other legal or equitable theory, for any claims, damages, or costs of any nature in excess of the license fees paid by Licensee to Distributor during the twelve months preceding the earliest event giving rise to such liability. This limitation of liability and the disclaimers set forth in this Section 14.1 are independent of any remedies set forth herein and will survive and apply even if such remedies are found to have failed of their essential purpose.

- 14.2 Except for the express warranties stated elsewhere in this Agreement, the Licensed Materials, and the platforms and documentation provided by Distributor under this Agreement are furnished by Distributor, its affiliates and licensors (including, but not limited to, the Publisher) and accepted by Licensee, the Participating Institutions and the Authorized Users “as is” and without any warranty whatsoever. Distributor, its affiliates and licensors (including, but not limited to, the Publisher) make no representation or warranty, and expressly disclaim any liability with respect to the content of any of the 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. However, in no way is limited the obligation of the Distributor and/or the Publisher stipulated in Articles 7.14-7.16 and Article 15.
- 14.3 Except for the express warranties stated elsewhere in this Agreement, the Distributor, its affiliates and licensors (including, but not limited to, the Publisher) disclaim 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 accuracy, quality, suitability, system availability, compatibility, title, non-infringement, performance, merchantability, fitness for a particular purpose, or otherwise, irrespective of any course of dealing, custom, or usage of trade. In addition, Licensee acknowledges that access to the platforms and the Licensed Materials may be subject to limitations, delays, latency issues, and other problems inherent in the use of the internet and electronic communications, and that Distributor, its affiliates, and its licensors (including, but not limited to, the Publisher) are not responsible for any delays, delivery failures or other damage resulting from such problems provided that any such limitations, delays, latency issues, or other problems were not directly caused by the Publisher. However, in no case is limited the obligations of the Distributor stipulated in Article 7.11, Article 7.12, Article 7.26 and Article 13.3. No Distributor employee or agent is authorized to make any statement that adds to or amends the warranties or limitations contained in this Agreement.
- 14.4 The Licensed Materials are no substitute for individual patient assessment based upon the Licensee’s or each Participating Institution’s healthcare professionals’ examination of each patient. While certain Licensed Materials may describe various

basic principles of diagnosis and therapy, such Licensed Materials should be used as general medical reference materials to assist the healthcare professional in reaching diagnostic and treatment decisions. The Licensee, each Participating Institution and their respective healthcare professionals (including, without limitation, Authorized Users) should exercise their own independent professional and clinical judgment, taking into account information about particular individual patients that cannot be ascertained or taken into account as a part of necessarily generic or summary Licensed Materials. Given continuous, rapid advances and changes in medical science and health information, the Licensee, each Participating Institution and their respective healthcare professionals (including, without limitation, Authorized Users) should consult a variety of sources when prescribing medication, including the manufacturer's "package insert". The absence of a warning for a given drug or drug combination should not be construed to indicate that the drug or drug combination is safe, appropriate or effective in any given patient. The Licensee, and each Participating Institution acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. The Licensee, each Participating Institution and their respective healthcare professionals (including, without limitation, Authorized Users) are solely responsible for the use of any Licensed Materials, and the Licensee's and each Participating Institution's healthcare professionals (including, without limitation, Authorized Users) are responsible for independently reaching any medical judgment. To the maximum extent permitted under applicable law, no responsibility is assumed by the Distributor, its affiliates or licensors (including, but not limited to, the Publisher) for any injury and/or damage to persons or property, as a matter of products liability, negligence law or otherwise, or from any reference to or use by Licensee, any Participating Institution (or any of their respective healthcare professionals) of any of the Licensed Materials.

15. Indemnities

- 15.1 The Distributor shall indemnify and hold harmless the Licensee, the Participating Institutions and Authorized Users from and against any and all liabilities, losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from actual or alleged infringement of any third-party intellectual property rights regarding the use of the Licensed Materials by the Licensee or any Participating Institution or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This Section shall survive the termination of this Agreement.

16. Data Protection

- 16.1 For the purpose of this Agreement, **Data Protection Law** shall mean the General Data Protection Regulation (EU) 2016/679 (the "Regulation") and the European Privacy and Electronic Communications Directive (Directive 2002/58/EC), as amended or replaced from time to time, and the terms "personal data", "processing",

“processor”, “controller”, “personal data breach”, “data subject” and “supervisory authority” shall all have the meanings ascribed to them under the applicable Data Protection Law.

- 16.2 Without any prejudice to Section 4.2(c) of this Agreement, if any personal data is processed under this Agreement by either Party or by the Publisher, the Parties agree that each Party, including the Publisher, shall act as a data controller for the purposes of Data Protection Law, unless such arrangement would be contrary to the Data Protection Law. Each Party, including the Publisher, shall (i) only process personal data in compliance with, and shall not cause itself or the other Party or the Publisher to be in breach of Data Protection Law and (ii) act reasonably in providing such information and assistance as the other Party may reasonably request to enable it to comply with its obligations under Data Protection Law.
- 16.3 Each Party will notify the other Party or the Publisher without undue delay if it becomes aware of a personal data breach relating to the processing of personal data in connection with this Agreement and shall act reasonably in co-operating with the other Party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the personal data breach.
- 16.4 If either Party receives any communication from any supervisory authority relating to the processing or personal data in connection with this Agreement, it shall (i) provide the other Party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other Party in respect of any response to the same.

17. Assignment and Transfer

- 17.1 The Licensee shall not assign this Agreement nor delegate any of its duties, in whole or in part, without the prior express written consent of the Distributor. In no event shall the Distributor’s consent be construed as discharging or releasing the Licensee in any way from the performance of its obligations under this Agreement. Unless such action would contradict with the applicable public procurement law, the Distributor may assign this Agreement to its successors, subsidiaries or assigns which will be bound by the same terms and conditions. The Distributor will inform the Licensee on plans of such assignments in advance and provide a time to evaluate such action if required under the applicable public procurement law. An assignee of either Party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning Party set forth in this Agreement. If any assignee refuses to be bound by all of the terms and obligations of this Agreement or if any assignment is made in breach of the terms of this Agreement, then such assignment shall be null and void and of no force or effect. Neither Party may unreasonably withhold or delay such written consent.

18. Governing Law

18.1 This Agreement and all matters arising from or in connection hereto 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.

19. Dispute Resolution & Venue

19.1 In the event of any dispute or controversy arising out of or relating to this Agreement, the Parties agree to exercise good faith to resolve the dispute amicably and as soon as possible. In the event that the Parties fail to settle the dispute amicably within thirty (30) days, 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 unless such performance would be objectively hindered due to the existing dispute. The Party invoking mediation shall inform the other Party with a written notice of its decision to seek informal mediation, and the notice must include a description of the 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 starting from the day after the delivery of such notice to the other Party. If the designated representatives cannot resolve the dispute, the Parties shall meet at a mutually agreed location and discuss the dispute and their respective proposals for resolution while being represented by their responsible executives, who shall act in good faith to resolve the dispute.

19.2 If the dispute is not resolved within thirty (30) days of the meeting among the Parties' executives, either Party may pursue legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this 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 unless such performance would be objectively hindered due to the existing dispute.

20. Force Majeure

20.1 Except for the Licensee's payment obligations and the obligations of the Distributor to refund pursuant to Article 11.4, neither Party shall be liable for any damage or, other than as set forth below, have the right to terminate this Agreement for any delay or default in performing its duties 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, acts of terrorism, 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 such event of force majeure, the Party affected shall promptly notify the other Party in writing setting forth the details of the occurrence of the force majeure event, its expected duration and how that

Party's performance may be affected. The affected Party shall resume the performance of its duties as soon as practicable after the force majeure event ceases. In the event the conditions causing a force majeure event continue for a period of 30 days or longer, then either Party may terminate this Agreement upon 3 days written notice to the other Party.

21. Entire Agreement

21.1 This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. For the avoidance of doubt, additional terms and conditions as defined in Section 7.6 of this Agreement shall not modify the terms of this Agreement.

22. Amendment

22.1 No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of the Parties.

22.2 The Licensee, 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 licenses, i.e. an increase in the number of licenses, for the purpose of accommodating additional Potential Participating Institutions as the authorizing contracting authorities with whom the Licensee has entered into a central procurement agreement and a list of which is attached as Appendix B. This reservation will be effected, as the case may be, by means of an amendment to this Agreement based on the interest of Potential Participating Institutions mentioned in the preceding sentence to receive performance under this Agreement. The Parties may include the price for the licenses for these Potential Participating Institutions in the Appendix B.

23. Severability

23.1 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 Parties shall replace the invalid, illegal or unenforceable provision with a new provision to achieve the same or, if not possible, the closest possible effect to that of the original invalid, illegal or unenforceable provision and this Agreement as a whole.

24. Waiver of Contractual Right

24.1 Waiver of any right, power or remedy herein shall not be deemed a waiver of any other right, power or remedy herein, nor shall waiver of any right, power or remedy

regarding a breach of this Agreement be construed as a continuing waiver of any right, power or remedy regarding other breaches of the same or other provisions of this Agreement.

25. Notices

25.1 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.

25.2 Notices regarding the damages, penalties, debts, contacts and this Agreement as such (for example, the notification about breach or 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 presumed delivered on the third (3rd) business day following their proven posting if the delivery address is in the Czech Republic, and on the fifteenth (15th) day if the delivery address is outside the Czech Republic.

25.3 Either Party may from time to time change its delivery address by written Notice to the other Party. Such change is effective from the delivery of such Notice.

25.4 If to the Distributor:

- Distributor: Albertina icome Praha s.r.o.
- Address of Distributor: Štěpánská 16
- City of Distributor: Praha 1
- Country of Distributor: Czech Republic
- Postal Code of Distributor: 110 00
- E-mail: [REDACTED]

25.5 If to the Licensee:

- Licensing contact:
- Address of Licensee: Head of Licensing Unit
CzechELib
National Library of Technology
Technická 2710/6, 160 80 Praha 6 – Dejvice
Czech Republic
- E-mail: [REDACTED]

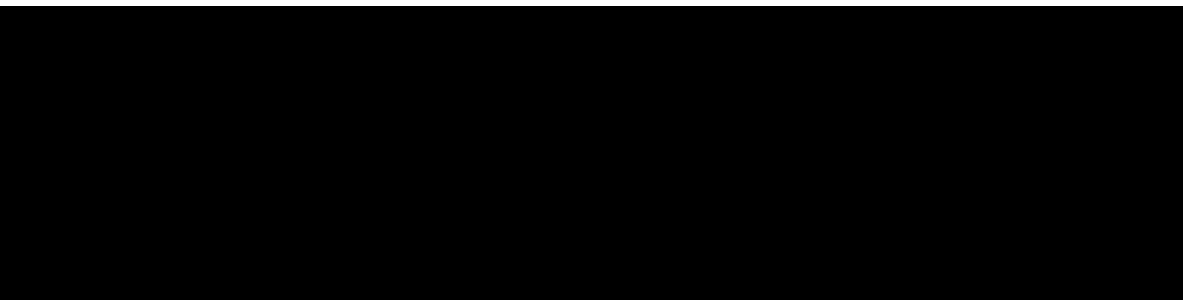
26. Execution

- 26.1 This Agreement itself shall be signed by the authorized signatory of the Distributor and the Licensee.
- 26.2 This Agreement is executed in electronic version and each Party receives one electronic counterpart.
- 26.3 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 the law and each Party declares that the electronic execution is valid and effective in the jurisdiction the Party executes this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective, duly authorized representatives.



Statutory Representative of Albertina icome Praha s.r.o.
Štěpánská 16
110 00 Praha 1
Czech Republic



Director of National Library of Technology
Technická 2710/6
160 80 Praha 6 – Dejvice
Czech Republic

Appendix A: Business Terms

Licensed Materials:

- **Name:** CAB Abstracts Plus Collection
- **Number of titles:** N/A (mostly bibliographic, see below)
- **Dates covered:** 1990 to current
- **Description:**

CAB Abstracts gives instant access to over 9 million records from 1990 onwards. Its coverage of the applied life sciences includes agriculture, environment, veterinary sciences, applied economics, food science, and nutrition. CAB Abstracts also includes Full Text Select, a growing list of more than 40,000 full-text documents, including conference proceedings, reports, and difficult-to-find journal full text from around the world.

CAB Abstracts Plus Collection contains on top of abstract and full text content related products in a single collection:

- CAB Reviews: Perspectives in Agriculture, Veterinary Science, Nutrition and Natural Resources - Authoritative reviews commissioned and published by CABI.
- Distribution Maps of Plant Diseases - Most authoritative source on the presence and extent of specific plant diseases.
- Distribution Maps of Plant Pests - Widely respected reference on the global distribution and extent of plant pests.
- Descriptions of Fungi and Bacteria - Standardized, illustrated descriptions of pathogens and other species of economic importance

Access is provided simultaneously on OvidSP and CABDirect platforms.

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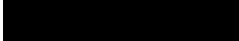
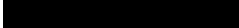
Agreement Term: 1 January 2023 – 31 December 2025

Access Conditions:

- OvidSP platform: simultaneous user system-wide 24/7 access limited by the maximum number of concurrent users per the Participating institution (no perpetual rights)
- CABDirect platform: Unlimited simultaneous user system-wide 24/7 access (site licence) (no perpetual rights)

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

Fees and Negotiated Discounts:

- Total Fee 2023-2025: 208,126.00 USD (exclusive of VAT)
- License Fee / year:
 - 2023: 
 - 2024: 
 - 2025: 

- Ongoing Fees: N/A
- One-time Fees: N/A

Payment Terms:

1. The Fee shall be paid to the Distributor's bank account no.: [REDACTED]
[REDACTED] Any change of the bank account shall be notified to the Licensee without undue delay. The notice shall be signed by the authorized representative and will become effective upon its delivery to the Licensee.
2. The Fee for the Licensed Materials shall be paid annually for each commenced calendar year of the duration of this Agreement in the amount set forth therein. The Parties expressly state that the Fee for the year 2023 shall be paid in the whole amount, regardless of the beginning of this Agreements' effectiveness.
3. All the prices (Fee) under this Agreement are set forth as final, unchangeable and the maximum allowable and cover and include all activities relating to the performance under this Agreement. The Distributor may not charge any additional costs or expenses to the Licensee.
4. The value added tax shall be added to all the prices (Fee) under this Agreement in the value prescribed by the law.
5. The Fee for each commenced calendar year of the duration of this Agreement shall be paid in two (2) partial payments within one invoice issued at the earliest at the beginning of the calendar year to which the fees relate with the following maturity:
 - Max 50% on 15 March of the given year for which the Licensed Materials are paid (maturity of the first partial payment);
 - Max 50% on 15 May of the given year for which the Licensed Materials are paid (maturity of the second partial payment);
 - The above-mentioned maturities are applicable only if the invoice (all the invoices) is delivered to the Licensee no later than fifteen (15) days before the stated maturity of the first partial payment, i.e. by the end of February of the given year;
 - If the invoice is delivered later, at the latest within fifteen (15) days prior to the due date of the second partial payment, i.e. in the term beginning from 1 March to 15 April of the given year, the due date of the first partial payment shall be within fifteen (15) days from the date of the provable invoice delivery. The maturity of the second partial payment remains unaffected;
 - If the invoice is delivered later, the due date of both partial payments shall be within fifteen (15) days of the provable invoice delivery date.
6. The invoice shall be issued in the currency specified in this Agreement. In the event that there are multiple currencies specified in this Agreement for each Licensed Material, the Distributor 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) valid as at the date of the taxable transaction.

7. Invoice - the tax document shall contain all the requisites of a tax document. The invoice shall contain all the requisites set forth by the applicable legislation, especially Act No. 235/2004 Coll., VAT Act, as amended ("VAT Act"). The invoice shall be delivered to the Licensee either originally or electronically to the e-mail address [REDACTED]. The invoice shall include a summary of all the Licensed Materials pursuant to this Agreement. The Distributor shall bear any and all costs connected with a change of the exchange rate, including but not limited to any costs which might arise due the invoice containing incorrect or incomplete information.
8. If the invoice does not contain the requisites set forth in this Agreement or by the applicable legislation or these are incorrect or incomplete, the Licensee is entitled to return such invoice to the Distributor for completion/correction. In such case, the term of payment shall be interrupted and the new term of payment shall run from the provable corrected invoice delivery date to the Licensee and pursuant to the rules set forth above. The procedure under the previous sentence may also be repeated. The Distributor shall correct the invoice in each case within 15 days as of written notification by the Licensee on incorrect or incomplete invoice. 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. Fulfillment of any financial duty associated with performance under this Agreement shall be understood as the moment of debiting the full amount from the bank account of the Party.
10. The Distributor is not entitled to require any advance payments under this Agreement.
11. Each Party shall bear its own costs in connection with this Agreement. The bank fees for the bank transfer are shared between the Parties.
12. The Distributor declares that it 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 Distributor is an unreliable VAT payer, the Distributor undertakes to notify such fact to the Licensee in writing without undue delay.
13. The Distributor further declares that it fulfills all the conditions set forth in the Section 109 of the VAT Act, i.e. that it 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 Distributor undertakes that if there is a threat or even a breach of any Distributor's obligation that could lead to the liability of the

Distributor for an unpaid tax, it shall notify such fact in writing to the Licensee without undue delay.

14. Any payments made under this Agreement in favor of the Distributor shall be made to the Distributor's bank account, which is registered with the tax authority within the meaning of the Section 109 of the VAT Act, which the Distributor confirms. In the event that the Distributor becomes an unreliable VAT payer under the preceding paragraphs or there is a threat that the Distributor will become an unreliable VAT payer under the preceding paragraphs, or the Distributor's account shall not be registered with the tax administrator, or in the event that the Licensee is aware of the facts decisive for the legal liability of the Licensee for the payment of VAT within the meaning of Section 109 of the VAT Act, the Distributor expressly agrees that the VAT from the Fee under this Agreement shall be paid directly to the tax administrator's account in accordance with the applicable legislation.

The Distributor takes on the risk of a change in circumstances under Section 1765 (1) of Act No. 89/2012 Coll., the Civil Code, as amended.

Add-on Products and Negotiated Discounts:

Deeply Discounted Print (DDP) Titles: N/A

APC Discounts: N/A

Appendix B: Participating Institutions, Potential Participating Institutions and Fees

Information concerning the fees of the individual Participating Institutions and Potential Participating Institutions contained in this Appendix B is considered business secret pursuant to the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, as amended, and are not to be disclosed in the Register of Contracts in accordance with the provisions of Section 3, Paragraph 1 and Paragraph 2 letter b) of Act No. 340/2015 Coll.

The Parties acknowledge that the Licensee is obliged by law to subsequently disclose in the Register of Contracts the individual agreements on provision of access to the Licensed Materials concluded between the Licensee and each Participating Institution.

Corresponding fees for individual licenses will not be disclosed.

PARTICIPATING INSTITUTIONS

Institution - English name	Cur.	Fee 2023	Fee 2024	Fee 2025	cc users
Mendel University in Brno	USD				4
University of Veterinary Sciences Brno	USD				4
Institute of Agricultural Economics and Information	USD				3
TOTAL excl. VAT	USD				-
GRAND TOTAL excl. VAT	USD		208,126.00		-

POTENTIAL PARTICIPATING INSTITUTIONS

Potential Participating Institutions (Czech)	Potential Participating Institutions (English)
Akademie výtvarných umění v Praze	Academy of Fine Arts in Prague
Akademie múzických umění v Praze	Academy of Performing Arts in Prague
Agrotest fyto, s.r.o.	Agrotest Fyto
Astronomický ústav AV ČR, v. v. i.	Astronomical Institute of the CAS
Biologické centrum AV ČR, v. v. i.	Biology Centre of the CAS
Vysoké učení technické v Brně	Brno University of Technology
Fakultní nemocnice Bulovka	Bulovka University Hospital
Středočeská vědecká knihovna v Kladně, příspěvková organizace	Central Bohemian Research Library in Kladno
Centrum pro studium vysokého školství, v. v. i.	Centre for Higher Education Studies
Centrum kardiovaskulární a transplantační chirurgie Brno	Centre of Cardiovascular and Transplantation Surgery
CESNET, z.s.p.o.	CESNET
Univerzita Karlova	Charles University
AMBIS vysoká škola, a.s.	College of Regional Development and Banking Institute - AMBIS
Národní pedagogické muzeum a knihovna J. A. Komenského	Comenius National Pedagogical Museum and Library

Výzkumný ústav rostlinné výroby, v. v. i	Crop Research Institute
Česká geologická služba	Czech Geological Survey
Český hydrometeorologický ústav	Czech Hydrometeorological Institute
Grantová agentura České republiky	Czech Science Foundation
České vysoké učení technické v Praze	Czech Technical University in Prague
Česká zemědělská univerzita v Praze	Czech University of Life Sciences Prague
Studijní a vědecká knihovna Plzeňského kraje, příspěvková organizace	Education and Research Library of Pilsener Region
Výzkumný ústav lesního hospodářství a myslivosti, v. v. i.	Forestry and Game Management Research Institute
Krajská knihovna Františka Bartoše ve Zlíně	František Bartoš Regional Library in Zlín
Všeobecná fakultní nemocnice v Praze	General University Hospital in Prague
Ústav výzkumu globální změny AV ČR, v. v. i.	Global Change Research Centre of the CAS
Knihovna města Hradce Králové	Hradec Králové City Library
Institut klinické a experimentální medicíny	Institute for Clinical and Experimental Medicine
Ústav analytické chemie AV ČR, v. v. i.	Institute of Analytical Chemistry of the CAS
Ústav živočišné fyziologie a genetiky AV ČR, v. v. i.	Institute of Animal Physiology and Genetics of the CAS
Výzkumný ústav živočišné výroby, v. v. i.	Institute of Animal Science
Ústav fyziky atmosféry AV ČR, v. v. i.	Institute of Atmospheric Physics of the CAS
Biofyzikální ústav AV ČR, v. v. i.	Institute of Biophysics of the CAS
Biotechnologický ústav AV ČR, v. v. i.	Institute of Biotechnology of the CAS
Botanický ústav AV ČR, v. v. i.	Institute of Botany of the CAS
Ústav chemických procesů AV ČR, v. v. i.	Institute of Chemical Process Fundamentals of the CAS
Ústav informatiky AV ČR, v. v. i.	Institute of Computer Science of the CAS
Ústav experimentální botaniky AV ČR, v. v. i.	Institute of Experimental Botany of the CAS
Ústav experimentální medicíny AV ČR, v. v. i.	Institute of Experimental Medicine of the CAS
Geologický ústav AV ČR, v. v. i.	Institute of Geology of the CAS
Ústav geoniky AV ČR, v. v. i.	Institute of Geonics of the CAS
Geofyzikální ústav AV ČR, v. v. i.	Institute of Geophysics of the CAS
Ústav hematologie a krevní transfuze	Institute of Hematology and Blood Transfusion
Ústav pro hydrodynamiku AV ČR, v. v. i.	Institute of Hydrodynamics of the CAS
Ústav teorie informace a automatizace AV ČR, v. v. i.	Institute of Information Theory and Automation of the CAS
Ústav anorganické chemie AV ČR, v. v. i.	Institute of Inorganic Chemistry of the CAS
Ústav mezinárodních vztahů, v. v. i.	Institute of International Relations Prague
Ústav makromolekulární chemie AV ČR, v. v. i.	Institute of Macromolecular Chemistry of the CAS
Matematický ústav AV ČR, v. v. i.	Institute of Mathematics of the CAS
Mikrobiologický ústav AV ČR, v. v. i.	Institute of Microbiology of the CAS, v. v. i.
Ústav molekulární genetiky AV ČR, v. v. i.	Institute of Molecular Genetics of the CAS
Ústav organické chemie a biochemie AV ČR, v. v. i.	Institute of Organic Chemistry and Biochemistry of the CAS
Ústav fotoniky a elektroniky AV ČR, v. v. i.	Institute of Photonics and Electronics of the CAS
Ústav fyziky materiálů AV ČR, v. v. i.	Institute of Physics of Materials of the CAS
Fyzikální ústav AV ČR, v. v. i.	Institute of Physics of the CAS

Fyziologický ústav AV ČR, v. v. i.	Institute of Physiology of the CAS
Ústav fyziky plazmatu AV ČR, v. v. i.	Institute of Plasma Physics of the CAS
Psychologický ústav AV ČR, v. v. i.	Institute of Psychology of the CAS
Ústav struktury a mechaniky hornin AV ČR, v. v. i.	Institute of Rock Structure and Mechanics of the CAS
Ústav přístrojové techniky AV ČR, v. v. i.	Institute of Scientific Instruments of the CAS
Sociologický ústav AV ČR, v. v. i.	Institute of Sociology of the CAS
Vysoká škola technická a ekonomická v Českých Budějovicích	Institute of Technology and Business in České Budějovice
Ústav teoretické a aplikované mechaniky AV ČR, v. v. i.	Institute of Theoretical and Applied Mechanics of the CAS
Ústav termomechaniky AV ČR, v. v. i.	Institute of Thermomechanics of the CAS
Ústav biologie obratlovců AV ČR, v. v. i.	Institute of Vertebrate Biology of the CAS
Ústav fyzikální chemie J. Heyrovského AV ČR, v. v. i.	J. Heyrovsky Institute of Physical Chemistry of the CAS
Univerzita Jana Amose Komenského Praha s.r.o.	Jan Amos Komenský University Prague
Univerzita Jana Evangelisty Purkyně v Ústí nad Labem	Jan Evangelista Purkyně University in Ústí nad Labem
Janáčkova akademie múzických umění	Janáček Academy of Music and Performing Arts
Knihovna AV ČR, v. v. i.	Library of the Czech Academy of Sciences
Masarykův onkologický ústav	Masaryk Memorial Cancer Institute
Masarykova univerzita	Masaryk University
Metropolitní univerzita Praha, o.p.s.	Metropolitan University Prague
Moravská zemská knihovna v Brně	Moravian Library in Brno
Moravskoslezská vědecká knihovna v Ostravě, příspěvková organizace	Moravian-Silesian Research Library in Ostrava
Fakultní nemocnice v Motole	Motol University Hospital
Městská knihovna v Praze	Municipal Library of Prague
Západočeské muzeum v Plzni	Museum of West Bohemia
Nemocnice Na Homolce	Na Homolce Hospital
Národní filmový archiv	National Film Archive
Národní galerie v Praze	National Gallery Prague
Státní zdravotní ústav	National Institute of Public Health
Národní technická knihovna	National Library of Technology
Národní knihovna České republiky, státní příspěvková organizace zřízená Ministerstvem kultury	National Library of the Czech Republic
Národní lékařská knihovna	National Medical Library
Národní muzeum	National Museum
Severočeská vědecká knihovna v Ústí nad Labem	North Bohemian Research Library in Ústí nad Labem
Ústav jaderné fyziky AV ČR, v. v. i.	Nuclear Physics Institute of the CAS
Výzkumný ústav bezpečnosti práce, v. v. i. - NIVOS	Occupational Safety Research Institute – NIVOS
Úřad vlády České republiky	Office of the Government of the Czech Republic
Vědecká knihovna v Olomouci	Olomouc Research Library
Orientální ústav AV ČR, v. v. i.	Oriental Institute of the Czech Academy of Sciences
Univerzita Palackého v Olomouci	Palacky University Olomouc
Krajská knihovna v Pardubicích	Pardubice Regional Library

Policejní akademie České republiky v Praze	Police Academy of the Czech Republic in Prague
Výzkumný ústav bramborářský Havlíčkův Brod, s.r.o.	Potato Research Institute Havlíčkův Brod
Vysoká škola PRIGO, z.ú.	PRIGO University
Krajská vědecká knihovna v Liberci, příspěvková organizace	Regional Research Library in Liberec
Výzkumný a šlechtitelský ústav ovocnářský Holovousy s.r.o.	Research and Breeding Institute of Pomology Holovousy
Centrum výzkumu Řež s.r.o.	Research Centre Řež
Studijní a vědecká knihovna v Hradci Králové	Research Library in Hradec Králové
Jihočeská vědecká knihovna v Českých Budějovicích	Research Library of South Bohemia in České Budějovice
Slezská univerzita v Opavě	Silesian University in Opava
Výzkumný ústav Silva Taroucy pro krajinu a okrasné zahradnictví, v. v. i.	Silva Tarouca Research Institute for Landscape and Ornamental Gardening
ŠKODA AUTO VYSOKÁ ŠKOLA o.p.s.	ŠKODA AUTO University
Fakultní nemocnice u sv. Anny v Brně	St. Anne's University Hospital Brno
Výzkumný ústav vodohospodářský T. G. Masaryka, v. v. i.	T. G. Masaryk Water Research Institute
Technická univerzita v Liberci	Technical University of Liberec
Vysoká škola báňská - Technická univerzita Ostrava	Technical University of Ostrava
The Extreme Light Infrastructure ERIC (pouze pracoviště Dolní Břežany, ČR)	The Extreme Light Infrastructure ERIC (only facility Dolní Břežany, CZ)
Univerzita Tomáše Bati ve Zlíně	Tomas Bata University in Zlín
Centrum dopravního výzkumu, v. v. i.	Transport Research Centre
Fakultní nemocnice Brno	University Hospital Brno
Fakultní nemocnice Hradec Králové	University Hospital Hradec Králové
Fakultní nemocnice Ostrava	University Hospital in Ostrava
Fakultní nemocnice Plzeň	University Hospital in Pilsen
Fakultní nemocnice Olomouc	University Hospital Olomouc
Vysoká škola chemicko-technologická v Praze	University of Chemistry and Technology, Prague
Univerzita obrany	University of Defence
Vysoká škola ekonomická v Praze	University of Economics, Prague
Vysoká škola finanční a správní, a.s.	University of Finance and Administration
Univerzita Hradec Králové	University of Hradec Králové
Ostravská univerzita	University of Ostrava
Univerzita Pardubice	University of Pardubice
Jihočeská univerzita v Českých Budějovicích	University of South Bohemia in České Budějovice
Západočeská univerzita v Plzni	University of West Bohemia
Výzkumný ústav veterinárního lékařství, v. v. i.	Veterinary Research Institute
Krajská knihovna Vysočiny	Vysočina Regional Library

Appendix C: IP Addresses of Participating Institutions

Instituce	Institution	IP addresses
Mendelova univerzita v Brně	Mendel University in Brno	IPv4: 195.178.72.0-195.178.72.255 195.178.73.0-195.178.73.255 195.178.74.0-195.178.74.255 195.178.75.0-195.178.75.255 195.178.76.0-195.178.76.255 195.178.77.0-195.178.77.255 195.178.78.0-195.178.78.255 195.178.79.0-195.178.79.255 195.178.80.0-195.178.80.255 195.113.143.0-195.113.143.255 195.113.174.32-195.113.174.63 195.113.194.0-195.113.194.255 195.113.195.0-195.113.195.255 195.113.204.0-195.113.204.255 195.113.215.0-195.113.215.255 195.113.216.0-195.113.216.255 195.113.217.0-195.113.217.255 195.113.218.0-195.113.218.255 195.113.239.0-195.113.239.255 78.128.147.0-78.128.147.255
Ústav zemědělské ekonomiky a informací	Institute of Agricultural Economics and Information	IPv4: 195.113.186.113 195.113.186.213
Veterinární univerzita Brno	University of Veterinary Sciences Brno	IPv4: 195.113.198.0-195.113.203.255 195.178.84.0-195.178.85.255

Appendix D: Title List

N/A