

STANDARD LICENSE AGREEMENT

ALBERTINA ICOME PRAHA S.R.O.

AND

THE NATIONAL LIBRARY OF TECHNOLOGY

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and

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- 1.1 **Representation.** The Distributor hereby represents and warrants that it has all the authority, competence and license to grant a license to the Licensed Materials to the Licensee as defined in this Agreement. Where the performance of the Distributor's obligation depends on the activity and/or cooperation of the Publisher, the Distributor shall ensure and is liable for any violation of the rights and/or obligations stipulated herein as a result of the activity or inactivity of the Publisher and this can serve as a reason for termination of this Agreement pursuant to Section 11.
- 1.2 **Subject of the Agreement.** The subject of this Agreement is to define the conditions of cooperation and the rights and duties of the Parties while providing the Licensed Materials to the Licensee and the Participating Institutions as defined in this Agreement.
- 1.3 **Licensed Materials.** The materials that are the subject of this Agreement are set forth in Appendix A ("**Licensed Materials**").
- 1.4 **Grant of License.** The Distributor hereby grants to the Licensee a non-exclusive, non-transferable (except the following sublicenses), system-wide right to use the Licensed Materials pursuant to this Agreement, limited to the territory of the Czech Republic. The Licensee is entitled to grant the sublicenses to the Participating Institutions in order to provide the Licensed Materials to the Authorized Users (as defined in Section 4.1 of this Agreement) of the Participating Institutions in accordance with the terms of this Agreement.
- 1.5 **Ownership of Intellectual Property.** Nothing in this Agreement shall be construed, interpreted or understood to transfer ownership of any copyright, trademarks, service marks or any other intellectual property from the Distributor or its suppliers to the Licensee or the Authorized Users.

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- 3.1 **Fees and Payment.** The Licensee shall pay the Distributor a fee for the license concerning the Licensed Materials pursuant to the terms set forth in Appendix A based on an invoice issued by the Distributor ("**Fee**"). All Fees are due and payable by the Licensee by 15 May of the respective calendar year, unless otherwise stipulated in Appendix A.
- 3.2 **Incomplete Payment.** The Licensee may cover the invoice partially if a Participating Institution did not provide its financial contribution in time. In the event of such incomplete payment, the Licensee will notify the Distributor in writing of the intended difference no less than ten (10) days prior to the due date. In such case the Licensee is not in delay with the payment and the Distributor or the Publisher may suspend the IP addresses of such Participating Institution until the Fee is completely paid.
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- 4.1 **Authorized Users.** "**Authorized Users**" are:
- (a) **Persons affiliated with the Participating Institutions.** Full and part-time employees, faculty, staff, and students of the Participating Institutions, and registered users in case of public or research libraries, on-site or remotely using secure authentication system implemented by the Licensee or Participating Institutions. For authorized sites of the Participating Institutions, see Appendix B. Should the Licensee be listed in the Appendix B as the Participating Institution, all provisions concerning the Participating Institution and the Authorized Users shall apply also with respect to the Licensee.
 - (b) **Walk-ins.** Persons not affiliated with the Participating Institutions who are physically present at the Participating Institutions' site(s) ("**Walk-ins**").
- 4.2 **Access by and Authentication of Authorized Users.** Authorized Users of the Participating Institutions shall be granted access to the Licensed Materials pursuant to the following:
- (a) **IP Addresses.** Authorized Users shall be identified and authenticated by the use of Internet Protocol ("**IP**") addresses provided by the Licensee to the Distributor. The use of proxy servers by the Licensee or the Participating Institutions is authorized as long as any proxy server IP addresses provided limit remote or off-campus access to the Authorized Users. Authorized IP Addresses are listed in

Appendix C. An updated list will be sent to the Distributor on an annual or as-needed basis without the need to amend this Agreement. Alternatively, if the Publisher is utilizing its own and/or third-party system for IP range change notification (such as e.g. IP Registry), then an updated list may be sent via such system instead. The Licensee and the Distributor shall cooperate with the Publisher and the Participating Institutions in the implementation of new authentication protocols and procedures (such as Shibboleth) as they are developed during the term of this Agreement. Both the Licensee and the Distributor will provide cooperation to coordinate or facilitate this process but they will not be liable for correct implementation of such authentication protocols and procedures (which remain the full responsibility of the Publisher and the respective Participating Institution).

- (b) Distributor or Publisher - Administered Authentication. Where the Distributor or the Publisher provides alternative methods of access and authentication beyond the Licensee-administered methods described herein, e.g. by allowing users to establish a personal login from an on-campus IP address (thereby enabling access via username and password when logging in to a website of the Distributor) or device authentication, which affiliates the device or application by use of a token, cookie, or vendor-managed proxy prefix, neither the Licensee nor any Participating Institution will be responsible or liable for claims of breach or validity of such use except as provided for in Section 6.2. Neither the Licensee nor any of the Participating Institutions shall be responsible or liable for the processing of personally identifiable information (personal data) by the Distributor or Publisher in this matter as this remains its full liability.
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- (h) Collections of Information. The Participating Institutions and the Authorized Users shall be permitted to extract or use information contained in the Licensed Materials for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
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4.6 Intentionally omitted.

4.7 **Definitions:** Intentionally omitted.

4.8 Intentionally omitted.

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- 5.1 **Unauthorized Use.** The Participating Institutions, or the Authorized Users shall not knowingly permit anyone other than the Authorized Users to access the Licensed Materials.
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- 5.3 **Removal of Copyright Notice.** The Participating Institutions or the Authorized Users shall not remove, obscure or modify any copyright or other notices included in the Licensed Materials.
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- 6.2 In the case of unauthorized use which is causing immediate harm (unless it is just formal and/or minor harm) to the Distributor and/or the Publisher, the Distributor or the Publisher may temporarily suspend such offending individual Authorized User's access to the Licensed Materials (e.g. by blocking an individual user's IP address), provided that the Publisher without reasonable delay notifies the Licensee of any such suspension, including the reason for the block and any supporting details. Such temporary suspensions will be of the shortest duration possible sufficient to terminate the alleged unauthorized activity and prevent its resumption. Any unauthorized use

that is considered a breach of obligations under this Agreement shall be subject to Section 11 of this Agreement, below, including the cure period.

The Licensee shall take all necessary measures to protect said copyright in all places where the Licensee provides access to the Licensed Material, including any internet-based network or domain. The Licensee shall, upon gaining knowledge of alleged rights infringements or at the Distributor's reasonable request, investigate alleged cases of misuse or infringement within the frame of this Agreement, including but not limited to sharing of user credentials with non-authorized users unless such sharing is not contrary to the applicable Data Protection Law or any other case of facilitating access to the Publisher's server for non-authorized users. The Licensee shall report to the Distributor and respond to such cases by taking appropriate measures without significant delay of receiving notice from the Distributor or the Publisher to terminate said misuse or infringement. In the case of the Licensee's failure to respond to such incidents, the Distributor or potentially the Publisher remain fully capable to invoke any statutory legal instruments construed for such non-compliance with the terms hereof.

- 6.3 A duty of care includes maintaining an appropriate standard of confidentiality. Authorized Users may not divulge, copy, release, sell, or loan any confidential information except as properly authorized by Distributor. Such information includes but is not limited to any password assigned to the Authorized Users in the course of a registration process to access our online systems. In the event the Licensee obtains knowledge of any unauthorized use of credentials the Licensee will notify the Distributor and the Publisher providing as much information about the breach of security and unauthorized access as possible.

7. Performance Obligations

- 7.1 The Distributor will use reasonable efforts to ensure that its or the Publisher's performance will meet or exceed industry standards and practices. Additionally, the Distributor agrees to the following performance standards set out in this Section 7.
- 7.2 The Distributor shall acquaint the Publisher with the content of this Agreement. The Distributor shall ensure that all Distributor's obligations under this Agreement will be fulfilled and that the Publisher will not prevent such fulfilment. The Distributor may under no circumstances exclude or limit its liability due to any lack of cooperation from the Publisher. The Distributor shall ensure that the Publisher will provide its cooperation in duly and timely manner so all obligations stipulated herein may be orderly fulfilled.
- 7.3 **Availability of the Licensed Materials.** Upon the Effective Date (as specified in Section 9.1 of this Agreement), the Distributor shall ensure that the Licensed Materials become available to the Participating Institutions and the Authorized Users.

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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- 7.7 **Documentation.** If available, the Distributor will provide or shall ensure that the Publisher will provide, complete and up-to-date help and operational documentation to the Licensee, the Participating Institutions and the Authorized Users in an electronic format. Such documentation may be provided by means of the Distributor's and/or Publisher's online system and/or system for administrators.

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- 7.12 **Problems with Licensed Materials.** If the Licensed Materials fail to operate, display, load, or render in conformance with the terms of this Agreement, the Licensee or the Participating Institution shall immediately notify the Distributor or the Publisher in writing, and the Distributor shall ensure that the Publisher will promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. In the event that the non-conformity materially affects the Participating Institutions' or the Authorized Users' use of the Licensed Materials, and the Publisher fails to remedy the non-conformity within five (5) business days, the Distributor shall reimburse the Licensee for such problems in an amount that is proportional to the Fee.
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- 7.15 In order to facilitate the assessment of completeness of content, the Distributor shall use reasonable efforts to provide upon the Licensee's request a report of the content in the Licensed Materials at the title, issue, chapter, or item level. The Distributor shall ensure that the Publisher will disclose to the Licensee content known or found to be missing from the Licensed Materials, including but not limited to images, pages, issues, and chapters.

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

7.16 Intentionally omitted.

7.17 **Notification of Modifications of Licensed Materials.** From time to time, the Publisher may add, change, or modify portions of the Licensed Materials, or migrate the Licensed Materials to other formats. When such changes, modifications, or migrations occur, the Distributor shall ensure that the Publisher will use reasonable efforts to give prior written notice of any such changes to the Licensee and the Participating Institutions as soon as is practicable, but in no event less than sixty (60) days in advance of modification. Such a notice may also be given directly by the Publisher to the Licensee. If any of the changes, modifications, or migrations render 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 the termination provisions in Section 11 of this Agreement.

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 reasonable efforts to give written notice of the withdrawal to the Licensee and the Participating Institutions as soon as is practicable, but in no event less than thirty (30) days in advance of such withdrawal, specifying the item or items to be withdrawn. Such a notice may also be given directly by the Publisher to the Licensee.

7.19 If any such withdrawal renders the Licensed Materials less useful to the Participating Institutions or the Authorized Users, the Distributor shall reimburse the Licensee for the withdrawal in an amount proportional to the total Fees owed by the Licensee for the Licensed Materials under this Agreement. If any such withdrawal 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.

7.20 **Itemized Holdings/Title List.** Prior to the beginning of every calendar year, the Distributor or the Publisher will provide the Licensee with the current itemized holdings report that will specify the titles included in the Licensed Materials for the next Subscription Period (as specified in Section 9.3 of this Agreement). The Distributor shall ensure that the Publisher will use reasonable efforts to update itemized holdings reports as soon as is practicable when the holdings information changes, and will provide this information in a timely manner and to the Licensee on request. This information may also be provided by means of a Publisher's website. If the Licensed Materials include content covered by the NISO Knowledge Bases And Related Tools (KBART) Recommended Practice,² the Distributor or the Publisher will provide itemized holdings lists for the Licensed Materials in a KBART-compliant format, including a column/field for dates (YYYY-MM) of additions.

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

- 7.21 **Usage Statistics.** The Distributor shall use reasonable efforts to ensure that the Publisher will provide access to both composite system-wide use data and itemized data for the Licensee and the Participating Institutions on a monthly basis. The statistics shall meet or exceed the most recent project Counting Online Usage of NeTworked Electronic Resources ("COUNTER") Code of Practice Release,³ including but not limited to its provisions on customer confidentiality. When a release of a new COUNTER Code of Practice is issued, the Distributor shall use reasonable efforts that the Publisher will comply with the implementation time frame specified by COUNTER to provide usage statistics in the new standard format. It is more than desirable that the Standardized Usage Statistics Harvesting Initiative (SUSHI) Protocol⁴ is available for the Licensee to harvest the statistics.
- 7.22 Neither the Distributor nor the Publisher shall provide the Licensee's usage statistics in any form to any third party without the Licensee's prior written consent, unless the third party owns rights in the Licensed Materials; in such case the Distributor shall ensure that the usage statistics will not be provided to any other third party. The Distributor shall not provide and shall ensure that the Publisher will also not provide usage statistics of any Participating Institution in any form to any third party (with the exception of the Licensee) without the Participating Institution's prior written consent, unless the third party owns rights in the Licensed Materials. In all cases, the disclosure of such data shall fully protect the anonymity of individual users and the confidentiality of their searches, and will comply with all applicable privacy legislation. Neither the Distributor nor the Publisher shall disclose or sell to any third party usage data or information about the Licensee, any Participating Institution or the Authorized Users without the Licensee's and/or the relevant Participating Institution's prior written consent or unless specifically required by law.
- 7.23 **Confidentiality of Personally Identifiable Information (Personal Data).** The Distributor agrees and is obliged to ensure that the Publisher will agree 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 or the Publisher will 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

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

⁴ <http://www.niso.org/workrooms/sushi/>

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 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 the 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 will not reduce the readability of the content and will not degrade image quality. These watermarks shall not contain user-related information, including but not limited to an account number, IP address, and usernames, provided however that such watermarking may include the name of the institution from which the Licensed Material was downloaded. If digital watermarking technology is implemented for the first time, the Distributor will notify the Licensee at least thirty (30) days in advance of such implementation, and the Distributor will provide the technical specifications for the technology used. If the use of such 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 the termination provisions in 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 **Branding.** If reasonably possible, the Distributor will allow and shall make reasonable efforts to ensure that the Publisher will allow the Licensee and the Participating Institutions to brand the Publisher's platform with the name of the Licensee and/or the Participating Institutions Sites' at the Licensee's or the Participating Institutions' own discretion.
- 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 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 also 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 a respective 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 the national implementation of which may contain a degree of statutory authorizations of research organizations to open access and to data mining techniques to materials to which they have lawful access. The Directive provides that these rights may not be contractually excluded. 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.

8. Licensee Performance Obligations

- 8.1 **License Terms Notification.** The Licensee shall secure 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 secure that the Participating Institutions will use reasonable efforts to restrict access to the Licensed Materials to the Authorized Users in the case of their 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 secure 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 secure that the Participating Institutions will also use reasonable efforts to maintain the confidentiality of any institutional passwords provided by the Distributor or the Publisher.
- 8.4 The Licensee shall ensure and undertake to make the Participating Institutions to follow and be obliged by the terms of this Agreement, particularly the terms regulating the use of the Licensed Materials and observation of proper fulfilment of the requirements and duties 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.

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

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, the term Subscription Period shall be understood to be a calendar year (1 January – 31 December), unless specified differently in Appendix A.

10. Renewal

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11. Early Termination

- 11.1 **Early Termination for Financial Hardship.** The Licensee may terminate this Agreement, with respect to particular Participating Institution or Participating Institutions, 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 thirty (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. In case of a partial cancellation for financial hardship, the Licensee and Distributor will discuss in a good faith whether any changes or modifications to the Agreement are necessary for a fair balancing of mutual rights and obligations. Any changes or modifications will be discussed and/or executed only in compliance with the applicable law, particularly the public procurement rules.

- 11.2 **Termination for a Material Breach.** If either Party materially breached any obligations under this Agreement the other shall notify the breaching Party of the material breach 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 without further 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 this or these Participating Institutions. Termination of this Agreement is effective immediately by 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 this 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

Perpetual License. For the avoidance of doubt, the Thieme MedOne Education under this Agreement is not licensed on a perpetual basis.

13. Warranties

- 13.1 The Distributor represents and warrants that it has, together with the Publisher, all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee allowing for further licensing to 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 together with the Publisher 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 fulfil these obligations.

13.2 Intentionally omitted.

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 use reasonable efforts to ensure 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 limited to loss of data, business interruption, or loss of profits, that arises from the use of the Licensed Materials, or the incompetence of the Authorized Users to use the Licensed Materials.
- 14.2 The Distributor makes no representation or warranty, and expressly disclaims 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.
- 14.3 Except for the express warranties stated elsewhere in this Agreement, the Distributor disclaims 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 of quality, performance, merchantability, or fitness for a particular purpose.

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.

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

- 15.2 The Licensee shall, in connection to Section 8.4, provide the Distributor and the Publisher with a maximum reasonable cooperation in any claims they might have against the Participating Institutions or the individual Authorized Users arising for non-compliance with this Agreement and applicable statutory regime that would result in any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees as determined by the applicable law, that arise from any third party claim that related to an Authorized User's use of the Licensed Materials or the point of access of a Participating Institution while accessing Licensed Materials). This Section 15.2 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 of 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 Neither Party may assign, transfer or novate, directly or indirectly, any or all of its rights or obligations under this Agreement without the prior written consent of the

other Party, except as otherwise provided in Section 7.13 of this Agreement. Neither Party to this Agreement may unreasonably withhold or delay such written consent, provided however that the Distributor may assign this Agreement without the permission of the Licensee in the event of a sale or transfer of all assets pertinent to this Agreement unless such action would contradict with the applicable public procurement law.

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 that are not affected by the dispute.

20. Force Majeure

- 20.1 Neither Party shall be liable for any damage or 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 Nature, 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, power, telecommunications or Internet failures or damage to or destruction of any network facilities not arising from an act or omission of such party or its employees or contractors 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.

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:

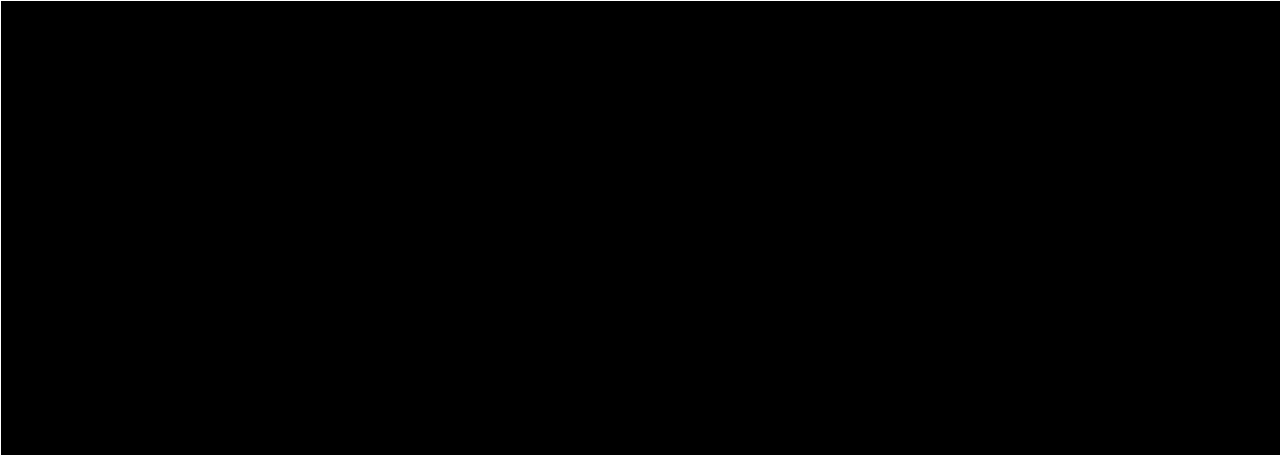
- Distributor: Albertina icome Praha s.r.o.
- Address of Distributor: Štěpánská 16
- City of Distributor: Praha 1
- Country of Distributor: Czech Republic
- Postal Code of Distributor: 110 00
- E-mail: [REDACTED]

25.5 If to the Licensee:

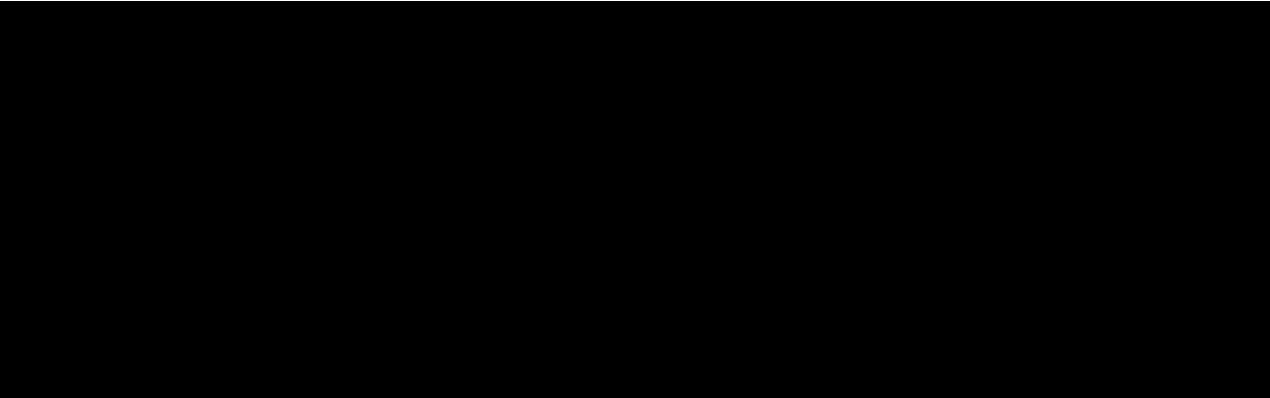
- Licensing contact:
- Address of Licensee: Head of Licensing Unit
CzechELib
National Library of Technology
Technická 2710/6, 160 80 Praha 6 – Dejvice
Czech Republic
- E-mail: [REDACTED]

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.



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:** Thieme MedOne Education
- **Number of titles:** 124 (as of October 2022)
- **Dates covered:** Various – see Appendix D
- **Description:** Collection of illustrated full-color downloadable textbooks from Thieme's renowned Color Atlases and Flexibook series. It is exclusively available by institutional subscription on Thieme's platform.

Agreement Term: 1 January 2023 – 31 December 2027

Access Conditions: Unlimited simultaneous user system-wide 24/7 access (no perpetual rights)

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

Fees and Negotiated Discounts:

- Total Fee 2023-2027: 290,236.00 EUR exclusive of VAT
- License Fee / year:
2023: [REDACTED]
2024: [REDACTED]
2025: [REDACTED]
2026: [REDACTED]
2027: [REDACTED]
- Ongoing Fees, e.g. access fee, if any; indicate any waived fees: N/A
- One-time Fees; indicated any waived 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. The value added tax shall be added to all the prices (Fee) under this Agreement in the value prescribed by the law.
4. 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 20 February 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 5 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 5 February to 30 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.
5. 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.
6. 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.
7. 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.

8. Fulfilment 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.
9. The Distributor is not entitled to require any advance payments under this Agreement.
10. Each Party shall bear its own costs in connection with this Agreement. The bank fees for the bank transfer are shared between the Parties.
11. 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.
12. The Distributor further declares that it fulfils 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.
13. 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	Fee 2026	Fee 2027
Charles University*	EUR					
Masaryk University	EUR					
Palacky University Olomouc	EUR					
Total without VAT	EUR					
Grand Total without VAT	EUR	290,236.00				

* includes also access for Motol University Hospital, University Hospital Hradec Králové, University Hospital in Pilsen, General University Hospital in Prague.

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
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
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 zemědělské ekonomiky a informací	Institute of Agricultural Economics and Information
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
Mendelova univerzita v Brně	Mendel University in Brno
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
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
Veterinární univerzita Brno	University of Veterinary Sciences Brno
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

Institute	Institution	IP addresses
Masarykova univerzita	Masaryk University	IPv4: 147.251.0.0-147.251.49.35 147.251.49.37-147.251.255.255 IPv6: 2001:718:801::/48
Univerzita Karlova	Charles University	IPv4: 78.128.160.0-78.128.209.127 78.128.214.66-78.128.214.67 193.84.55.0-193.84.63.255 195.113.0.0 - 195.113.63.97 195.113.63.99-195.113.69.255 195.113.89.0-195.113.93.255 195.113.114.0-195.113.117.255 195.113.130.0-195.113.131.255 195.113.149.132-195.113.149.135 195.113.149.176-195.113.149.183 195.113.189.0-195.113.189.255 195.113.223.0-195.113.223.255 195.113.229.0-195.113.229.255 195.113.236.0-195.113.236.255 195.113.245.0-195.113.245.255 195.113.242.224-195.113.242.231 78.128.214.96 - 78.128.214.111 193.84.53.0 - 193.84.53.255 195.113.180.160 - 195.113.180.167 195.113.185.0 - 195.113.185.127 195.113.186.128 - 195.113.186.167 195.113.187.248 - 195.113.187.253 195.113.246.0 - 195.113.247.255 IPv6: 2001:718:4::/48 2001:718:1200:7::/64 2001:718:1201::/48 2001:718:1207::/48 2001:718:1e03::/48 2001:718:2401::/48 2001:718:0:4::/64 2001:718:18::/48 2001:718:1e00::/48 2001:718:2400:8001::/64
Univerzita Palackého v Olomouci	Palacky University Olomouc	IPv4: 158.194.0.0-158.194.255.255
Všeobecná fakultní nemocnice v Praze	General University Hospital in Prague	IPv4: 195.113.70.96-195.113.70.111
Fakultní nemocnice v Motole	Motol University Hospital	IPv4: 195.113.82.2 195.113.40.7

Fakultní nemocnice Plzeň	University Hospital in Pilsen	IPv4: 195.113.160.0/24
Fakultní nemocnice Hradec Králové	University Hospital Hradec Králové	IPv4: 195.113.123.64-195.113.123.159 IPv6: 2001:718:1200:6::/64 2001:718:1206::/48

Appendix D: Title List

Current title list:

	Title	Publ. year	ISBN
1	A Guide to the Primary Care of Neurological Disorders	01.10.2007	9781588905161
2	A Pocket Guide to the Ear	01.01.2000	9781588901392
3	Advanced Concepts in Surgical Research	01.06.2012	9783131658111
4	An Evidence-Based Approach to Vitamins and Minerals	01.09.2011	9783131324528
5	Anatomic Basis of Neurologic Diagnosis	01.04.2009	9780865779761
6	Anatomy for Dental Medicine in Your Pocket	01.05.2018	9781626234994
7	Basic Otorhinolaryngology: A Step-by-Step Learning Guide	01.09.2017	9783131324429
8	Clinical Research for Surgeons	01.12.2008	9783131439314
9	Clinical Tests for the Musculoskeletal System: Examinations—Signs—Phenomena	01.03.2016	9783131367938
10	Color Atlas of Acupuncture. Body Points, Ear Points, Trigger Pointse	01.05.2008	9783131252227
11	Color Atlas of Biochemistry	01.12.2012	9783131003737
12	Color Atlas of Cytology, Histology, and Microscopic Anatomy	01.05.2003	9783135624044
13	Color Atlas of Dental Medicine, Orthodontic Therapy: Fundamental Treatment Concepts	01.08.2017	9783132008519
14	Color Atlas of Dermatology	01.02.2012	9783131323415
15	Color Atlas of ENT Diagnosis	01.09.2009	9783131293954
16	Color Atlas of Genetics	01.12.2017	9783132414402
17	Color Atlas of Hematology. Practical Microscopic and Clinical Diagnosis	01.03.2004	9781588901934
18	Color Atlas of Human Anatomy, Vol. 1: Locomotor System	2022	9783132424432
19	Color Atlas of Human Anatomy, Vol. 2: Internal Organs	2022	9783132424487
20	Color Atlas of Human Anatomy, Vol. 3: Nervous System and Sensory Organs	2022	9783132424517
21	Color Atlas of Immunology	01.05.2003	9783131267412
22	Color Atlas of Neurology	01.08.2014	9783131702326
23	Color Atlas of Neuroscience	01.08.1999	9783131081711
24	Color Atlas of Ophthalmology. The Quick-Reference Manual for Diagnosis and Treatment	01.11.2009	9781604062113
25	Color Atlas of Oral Diseases. Diagnosis and Treatment.	01.07.2017	9783137170044
26	Color Atlas of Pathology: Pathologic Principles · Associated Diseases · Sequela	01.07.2004	9783131277817
27	Color Atlas of Pathophysiology	01.02.2016	9783131165534
28	Color Atlas of Pharmacology	01.10.2017	9783132410657
29	Color Atlas of Physiology	01.05.2015	9783135450070

30	Color Atlas of Ultrasound Anatomy	2022	9783132422049
31	Comprehensive Board Review in Neurology	01.10.2009	9781604065947
32	Connective Tissue Massage. Bindegewebsmassage According to Dicke	01.07.2014	9783131714312
33	Differential Diagnosis in Neurology and Neurosurgery. A Clinician's Pocket Guide.	01.02.2019	9783132417182
34	Direct Diagnosis in Radiology. Brain Imaging.	01.09.2007	9783131439611
35	Direct Diagnosis in Radiology. Breast Imaging.	01.12.2007	9783131451217
36	Direct Diagnosis in Radiology. Cardiac Imaging.	01.09.2007	9783131451118
37	Direct Diagnosis in Radiology. Head and Neck Imaging.	01.09.2007	9781588905642
38	Direct Diagnosis in Radiology. Musculoskeletal Imaging.	01.03.2008	9783131451613
39	Direct Diagnosis in Radiology. Spinal Imaging.	01.09.2007	9783131440716
40	Direct Diagnosis in Radiology. Thoracic Imaging.	01.03.2010	9783131451316
41	Dr. Vodder's Manual Lymph Drainage. A Practical Guide	01.02.2019	9783132411449
42	Duus' Topical Diagnosis in Neurology: Anatomy, Physiology, Signs, Symptoms	01.04.2019	9783132409583
43	Ear, Nose, and Throat Diseases. With Head and Neck Surgery.	01.08.2009	9783136712030
44	Efficiently Studying Organic Chemistry	01.02.2016	9783132402652
45	Essential Radiology. Clinical Presentation, Pathophysiology, Imaging.	01.01.2014	9781604065732
46	Essentials of Clinical Examination Handbook	01.09.2021	9781684204915
47	Essentials of Clinical MR	01.11.2010	9781604064063
48	Fundamentals of Medical Physiology	01.09.2010	9781604062748
49	Fundamentals of Neurology: An Illustrated Guide	01.01.2017	9783131364524
50	General Pathology and Internal Medicine for Physical Therapists	01.05.2012	9783131644312
51	Getting Started in Clinical Radiology. From Image to Diagnosis.	01.08.2005	9783131403612
52	Getting Your Research Paper Published. A Surgical Perspective.	01.09.2010	9783131499912
53	How NOT to Write a Medical Paper. A Practical Guide.	01.05.2016	9789385062520
54	Illustrated Handbook of Toxicology	01.12.2010	9783131269218
55	Introductory Guide to Medical Training. From Basic Sciences to Medical Specialties.	01.10.2015	9783132012219
56	Medical Microbiology	01.10.2004	9783131319913
57	Microbiology in Your Pocket. Quick Pathogen Review.	01.10.2017	9781626234154
58	MRI Parameters and Positioning	01.02.2010	9783131305824
59	Neurology	01.12.2003	9783132043343
60	Neuro-Ophthalmology Illustrated	2020	9781684200740
61	Neurosurgery Fundamentals	01.09.2018	9781626238220
62	Neurosurgery Rounds: Questions and Answers	01.11.2017	9781626233461
63	Normal Findings in CT and MRI	01.09.1999	9783131165213

64	Ophthalmology. A Pocket Textbook Atlas	01.12.2015	9783131261632
65	Ophto Notes. The Essential Guide.	01.11.2003	9781588901712
66	Orthopedic Manual Therapy: Assessment and Management	01.04.2014	9783131714510
67	Osteopathic Techniques. The Learner's Guide	01.05.2017	9781626234253
68	Palpation Techniques: Surface Anatomy for Physical Therapists	01.05.2021	9783132429871
69	Pharmacology Test Prep. 1500 USMLE-Style Questions & Answers	01.12.2014	9781626230415
70	Pharmacology—An Illustrated Review	01.09.2011	9781604062052
71	Physical Therapy for the Stroke Patient: Early Stage Rehabilitation	01.05.2012	9783131547217
72	Physiology—An Illustrated Review	01.10.2011	9781604062021
73	Pocket Atlas of Chinese Medicine	01.06.2009	9783131416117
74	Pocket Atlas of Dental Radiology	01.05.2007	9783131398017
75	Pocket Atlas of Echocardiography	01.09.2017	9783132417229
76	Pocket Atlas of Endodontics	01.11.2005	9783131397812
77	Pocket Atlas of Human Anatomy. Founded by Heinz Feneis	01.12.2006	9783135112053
78	Pocket Atlas of Nutrition	01.04.2005	9783131354815
79	Pocket Atlas of Ophthalmology	01.07.2006	9781588904522
80	Pocket Atlas of Oral Diseases	01.10.2019	9783132417878
81	Pocket Atlas of Radiographic Anatomy	01.06.2010	9783137842033
82	Pocket Atlas of Sectional Anatomy, Vol. I: Head and Neck	01.12.2013	9783131708441
83	Pocket Atlas of Sectional Anatomy, Vol. II: Thorax, Heart, Abdomen and Pelvis	01.09.2013	9783131708540
84	Pocket Atlas of Sectional Anatomy, Vol. III: Spine, Extremities, Joints	01.12.2006	9783131431714
85	Pocket Atlas of Tongue Diagnosis	01.01.2011	9783131398321
86	Siegenthaler's Differential Diagnosis in Internal Medicine: From Symptom to Diagnosis	01.03.2007	9783131421418
87	The Human Body: An Introduction to Structure and Function	01.04.2004	9783132040410
88	The Retina in Systemic Disease: A Color Manual of Ophthalmoscopy	01.10.2009	9781604060553
89	Thieme Clinical Companions - Dermatology	01.03.2006	9783131359117
90	Thieme Test Prep for the USMLE®: Learning Pharmacology through Clinical Cases	01.01.2018	9781626234239
91	Thieme Test Prep for the USMLE®: Medical Histology and Embryology Q&A	01.10.2017	9781626233348
92	Thieme Test Prep for the USMLE®: Medical Physiology Q&A	01.12.2017	9781626233850
93	Thieme Test Prep for the USMLE®: Pathology Q&A	01.10.2017	9781626233805
94	Traumatology for the Physical Therapist	01.10.2013	9783131724212
95	Trigger Points and Muscle Chains in Osteopathy	01.02.2019	9783132413511
96	Ultrasound. Thieme Clinical Companions.	01.11.2006	9783131427113

97	Thieme Test Prep for the USMLE®: Medical Neuroscience Q&A	2018	9781626235373
98	Thieme Test Prep for the USMLE®: Medical Biochemistry Q&A	2018	9781626234635
99	Thieme Test Prep for the USMLE®: Medical Microbiology and Immunology Q&A	2019	9781626233829
100	Manual Trigger Point Therapy: Recognizing, Understanding, and Treating Myofascial Pain and Dysfunction	2019	9783132202917
101	Clinical Neuroanatomy: A Case-Based Approach	2019	9781626239616
102	Time and Life Management for Medical Students and Residents	2017	9783132412798
103	Oral Surgery for Dental Students: A Quick Reference Guide	2019	9781626239104
104	Thieme Test Prep for the USMLE®: Clinical Anatomy Q&A	2019	9781626234215
105	Neurological Diseases: Implications in Medical and Dental Practices	2019	9781684202249
106	Case Guides to Complete and Partial Denture Prosthodontics	2019	9781684201693
107	Learning Microbiology and Infectious Diseases: Clinical Case Prep for the USMLE	2020	9781626235083
108	Histology: An Essential Textbook	2020	9781626234130
109	Applied Oral Physiology: The Integration of Sciences in Clinical Dentistry	2020	9781684201792
110	Thieme Review for the USMLE® Step 2: CS for IMGs	2020	9781684201969
111	Guide to Periodontal Treatment Solutions for General Dentistry	2020	9781626238008
112	Pharmacology: An Essential Textbook	2020	9781626237384
113	Orthodontic Aligner Treatment: A Review of Materials, Clinical Management, and Evidence	2020	9783132411487
114	Biochemistry, Cell and Molecular Biology, and Genetics: An Integrated Textbook	2020	9781626235359
115	Medical Biochemistry: An Essential Textbook	2020	9781626237445
116	Thieme Review for the USMLE®: A WIN for Step 2 and 3 CK	2021	9781626239258
117	Chinese Nutrition Therapy: Dietetics in Traditional Chinese Medicine (TCM)	2021	9783132423770
118	Clinical Case Studies Across the Medical Continuum for Physical Therapists	2021	9781684201877
119	Biochemistry Review with Clinical Correlations	2020	9789388257589
120	Neuroscience for Dentistry	2022	9781626237810
121	Principles and Practice of Neuropsychopharmacology	2021	9789390553075
122	Essentials of Anesthesiology	2021	9789390553907
123	Challenges in the Pandemic: A Multidisciplinary Approach	2021	9789390553426
124	Textbook of Ophthalmology	2021	9789388257787

In addition to the list provided, Participating institutions will have during the subscription period access also to titles that will be added between 2023 and 2027. The detailed list of titles is not known at this time.