



## Amendment No. 1

# to the Subscription and perpetual access license agreement consortia

(hereinafter referred to as the "Amendment")

Name: National Library of Technology, a State Contribution

Organization set up by the Ministry of Education, Youth and

**Sports** 

Seat: Technická 2710/6, 160 80 Praha 6 - Dejvice

Czech Republic

Identification number: 61387142

Represented by:

(hereinafter referred to as the "Licensee")

and

Name: BLOOMSBURY PUBLISHING PLC

Seat: 50 Bedford Square, London, WC1B 3DP, United Kingdom

Company No.: 01984336

(hereinafter referred to as the "Licensor")

(the Licensee and the Licensor hereinafter also jointly the "Contracting Parties" and each separately also the "Contracting Party")

#### 1. INTRODUCTORY PROVISIONS

- 1.1. On 28 December 2021, the Contracting Parties concluded the Subscription and perpetual access license agreement consortia (hereafter the "Agreement"). The Agreement was published in the Register of Contracts on 29 December 2021, ID No. 17561643.
- 1.2. According to Article 10.7 of the Agreement, the Agreement may be amended in writing executed by both Contracting Parties. The Contracting Parties wish to renew the Agreement, as set in Annex 1 Section 3 of the Agreement, and thus modify the Subscription Period. The Contracting Parties also wish to amend the Charges for the renewed period.
- 1.3. Due to the reasons stated above the Contracting Parties execute this Amendment.
- 1.4. All capitalized terms herein shall have the same meaning as defined in the Agreement.

#### 2. SUBJECT-MATTER OF THE AMENDMENT

- 2.1. The Contracting Parties agree to amend and replace Article 1.1 of the Agreement entirely as follows:
  - "1.1 This Agreement shall become valid on the date of its execution by both of the parties and shall take effect and be deemed to commence on either the date the Agreement is registered in the Register of Contracts in the Czech Republic or the Subscription Start Date for the Subscription Licensed Works if this Subscription Start Date occurs after the Agreement is registered in the Register of Contracts in the Czech Republic and shall terminate on 31 December 2025, subject to earlier termination in accordance with the terms of this Agreement."
- 2.2. The Contracting Parties agree to amend the Schedule A of the Agreement by amendment of Charges set therein as follows:

CHARGES:	
Total Fee 2023-2025: <b>12,117.00 GBP</b> (excl. VAT)	
Total for calendar year 2023:	
Total for calendar year 2024:	

Total for calendar year 2025:

#### Charges per **Participating Member Institutions**:

Institution (Eng)	Institution (Cz)	EIR name	Cur.	Fee 2023	Fee 2024	Fee 2025
Charles University	Univerzita Karlova	Human Kinetics Library	GBP			
Masaryk University	Masarykova univerzita	Human Kinetics Library	GBP			
University of Ostrava	Ostravská univerzita	Human Kinetics Library	GBP			
Total without VAT			GBP			
Grand Total without	: VAT		GBP		12,117.00	

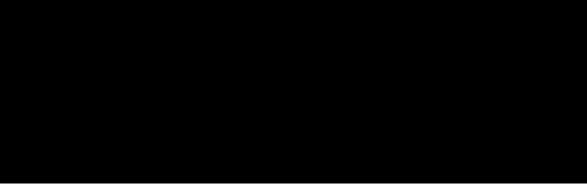
The rest of the Schedule A of the Agreement shall remain unaffected.

#### 3. FINAL PROVISIONS

- 3.1. The Amendment shall become valid on the date of signature by both Contracting Parties. The Amendment comes into effect on the date of its publication in the Register of Contracts under the conditions stipulated by Act No. 340/2015 Coll., On the Register of Contracts. The Amendment will be published by the Licensee in the Register of Contracts.
- 3.2. All other provisions of the Agreement shall remain unaffected.
- 3.3. The Amendment is compiled in three electronic counterparts in the English language, each of which has the power of an original. Licensor shall receive one electronic counterpart and Licensee shall receive two electronic counterparts.
- 3.4. The Contracting Parties agree that electronically signed versions of this originally executed Amendment are acceptable in lieu of printed signed copies and are to be given full force and effect under law and each Contracting Party declares that the electronic execution is valid and effective in the jurisdiction the Contracting Party executes the Amendment.
- 3.5. This Amendment shall be governed by and construed in accordance with the laws of England and Wales. The parties agree to submit to the non-exclusive jurisdiction of the English courts in connection with any disputes arising under or in connection with this Amendment.

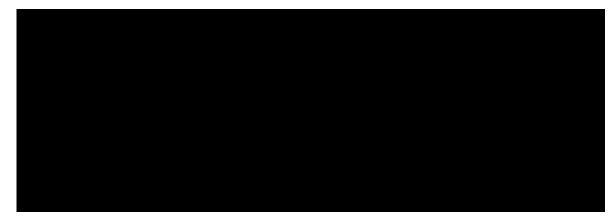
**IN WITNESS WHEREOF**, the Contracting Parties have executed this Amendment by their respective, duly authorized representatives.

### Licensor:



MD, Digital Resources

# Licensee:



# 2022-11-09 Amendment Agreement No 1 to EULA- CzechLibrary and Bloomsbury

 Final Audit Report
 2022-11-14

 Created:
 2022-11-10

 By:
 Status:

 Status:
 Signed

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 Signed

"2022-11-09 Amendment Agreement No 1 to EULA- CzechLibra ry and Bloomsbury" History



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