

STANDARD LICENSE AGREEMENT

ALBERTINA ICOME PRAHA S.R.O.

AND

THE NATIONAL LIBRARY OF TECHNOLOGY

This License Agreement ("**Agreement**") is made between Albertina icome Praha s.r.o., Štěpánská 16, 110 00 Praha 1, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 20775, ID number 49612158 ("**Distributor**"), acting on behalf of **OECD**, 2 rue André Pascal, 75775 Paris Cedex 16, France ("**Publisher**")

and

The National Library of Technology, a State Contribution Organization set up by the Ministry of Education, Youth and Sports, with its principal offices at Technická 2710/6, 160 80 Praha 6 – Dejvice, ID No.: 61387142 ("**Licensee**")

(Distributor and Licensee together as the "**Parties**", and separately each as a "**Party**").

The Licensee acts as a central purchasing body within the meaning of Act No. 134/2016 Coll., on Public Procurement, as amended, for concluding license agreements on behalf of Participating Institutions as listed in Appendix B ("**Participating Institutions**") as part of the project CzechELib. In the event the Licensee is listed in Appendix B, all and any provisions related to Participating Institutions shall be without any limitation applicable also to the Licensee.

The Licensee shall be entitled to grant the necessary authorization or sublicense to Participating Institutions.

In consideration of the mutual promises contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Representation, Subject of the Agreement, Content of Licensed Materials; Grant of License

- 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 or other corresponding authorization), system-wide perpetual right, or if perpetual is not objectively possible under applicable law then to the maximum extent permissible under applicable law (regardless whether in form of a license or a sublicense), 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 or any other corresponding authorization 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 as transfer of 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.

2. Delivery & Access

- 2.1 The Distributor will provide the Licensed Materials to the Licensee and to the Participating Institutions in the following manner:

Network Access. The Licensed Materials will be stored at one or more of the Publisher's locations in digital form accessible by telecommunication links between such locations and authorized locations of the Licensee and the Participating Institutions.

3. Fees

- 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.
- 3.3 **Change of number of Participating Institutions listed in Appendix B.** In case any Participating Institution shall lose its status as a Participating Institution or in case any Potential Participating Institution and/or new scientific (or similar) institution shall reveal its intent to become a Participating Institution, the Distributor shall enter into negotiations with the Licensee to amend this Agreement and to correspondingly renegotiate the Fee.

4. Authorized Use of Licensed Materials

- 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, regardless of the physical location of such persons. 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 Distributor shall ensure that the Publisher shall use reasonable efforts to cooperate with 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. 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.
- (c) Personally Identifiable Information (Personal Data) of Authorized Users. The Licensee, the Distributor and the Publisher together and individually acknowledge and agree that the Licensee neither transfers nor provides any personally identifiable information (personal data) of the Authorized Users to the Distributor. Access to the Licensed Materials is primarily granted via IP Addresses pursuant to Section 4.2(a) of this Agreement which prevent any identification of the Authorized User. In case of the Distributor or the Publisher - Administered Authentication pursuant to Section 4.2(b) of this Agreement, the Distributor and the Publisher are required to ensure lawful processing of any personally identifiable information (personal data). This does not preclude the Licensee to hand over the contact details of the Participating Institutions' contact persons or other personal data where the Licensee has a valid legal basis therefor.

4.3 **Authorized Uses.** The Participating Institutions and the Authorized Users may make all use of the Licensed Materials as is consistent with the applicable law and with this Agreement, including but not limited to the following licensing conditions ("**Authorized Uses**"). In addition, the Licensed Materials may be used for purposes of research, education or other non-commercial use as particularly follows:

- (a) Display. The Participating Institutions and the Authorized Users shall have the right to electronically display the Licensed Materials.

- (b) Digital Copy. The Participating Institutions and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials.
- (c) Print Copy. The Participating Institutions and the Authorized Users may print a reasonable portion of the Licensed Materials.
- (d) Recover Copying Costs. The Participating Institutions may impose a reasonable fee on the Authorized Users to cover costs of copying or printing portions of the Licensed Materials by or for the Authorized Users.
- (e) Archival/Backup Copy. The Distributor shall provide to the Licensee upon request, or the Licensee may independently create, one (1) copy of the entire set of the Licensed Materials to be maintained as a backup copy. In the event that this Agreement is terminated, or the Publisher no longer offers the Licensed Materials online, the Licensee and Participating Institutions may use the backup copy to exercise their rights under Section 12 (*Perpetual Rights*) of this Agreement.
- (f) Caching. The Participating Institutions and the Authorized Users are authorized in the course of an automatic process of an internet browser or any other software to make temporary local digital copies of the Licensed Materials in order to ensure proper operation and use of such internet browser or for proper functioning of such software. For the avoidance of doubt, the cached copy is not a derivative work.
- (g) Classroom Use. The Participating Institutions and the Authorized Users may distribute single copies of individual articles or items of the Licensed Materials in print or electronic form to the Authorized Users. For the avoidance of doubt, classroom handouts shall include the distribution of a copy for teaching purposes to all individual Authorized Users in a class at Authorized Sites (Appendix B).
- (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.
- (i) Course Packs (Print and Electronic). The Participating Institutions and the Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of a packet of the materials used in the classroom ("**Course Packs**") or other educational materials.
- (j) Course Reserves (Print and Electronic). The Participating Institutions and the Authorized Users may use a reasonable portion of the Licensed Materials in connection with specific courses of instruction offered by the Participating Institutions.

- (k) Electronic Links. The Participating Institutions and the Authorized Users may provide hyperlinks from the Participating Institutions' and the Authorized Users' web page(s) or website(s) to individual units of content within the Licensed Materials.
- (l) Scholarly Sharing. On an ad hoc basis, the Authorized Users may transmit to a third party, in hard copy or electronically, minimal, insubstantial amounts or a portion of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use in the nature of collaboration, comment, or scholarly exchange of ideas but in no case for resale or commercial purposes or in a manner that would substitute for direct access to the Licensed Materials via services offered by the Distributor and/or the Publisher.
- (m) Text and Data Mining. The Authorized Users may use the Licensed Materials to perform and engage in text and/or data mining activities for academic research, scholarship, and other educational purposes and may utilize and share the results of text and/or data mining in their scholarly work and make the results available for use by others, so long as the purpose is not to create a product for use by third parties that would substitute for the Licensed Materials. The Distributor and the Publisher will, upon receipt of a written request, cooperate with the Licensee and the Authorized Users as will be reasonably necessary for making the Licensed Materials available in a manner and form most useful to the Authorized User. The Distributor shall ensure that the Publisher will provide the Licensee, upon request, with copies of the Licensed Materials for text and data mining purposes without any extra fees.
- (n) Interlibrary Loan. Using electronic, paper, or intermediated means, the Participating Institutions may at their discretion fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan ("ILL"). The Distributor agrees and ensures that the Publisher will agree that the electronic form of the Licensed Materials may be used as a source for the ILL whereby articles and/or chapters can be printed and these print copies can be delivered via postal mail, fax, or fax-based service to fulfill ILL requests from an academic, research or other non-commercial library. Requests received from for-profit companies will not be honored. An ILL through secure electronic transmission, as demonstrated by the ARIEL, is permitted. Files transmitted in this manner must carry copyright notices and comply with the applicable law.
- (o) Bibliographic Citations. The Participating Institutions and the Authorized Users may use, with appropriate credit given, figures, tables, and brief excerpts from the Licensed Materials in the Participating Institutions' and the Authorized Users' own scientific, scholarly, and educational works. For the avoidance of doubt, the Participating Institutions and the Authorized Users may use citation and abstract information in faculty profiling systems, in lists of publications on faculty and institutional web pages, and to create bibliographies, and store a single copy of an individual document being part of the Licensed Materials, including within secure personal bibliographic reference/citation management systems.

4.4 **No Diminution of Rights.** Nothing in this Agreement, including but not limited to the Authorized Uses, shall be interpreted to diminish the rights and privileges of the Licensee, the Participating Institutions or the Authorized Users with respect to any of the Licensed Materials, including exceptions or limitations regarding the exclusive rights of copyright owners. In the event that any content included in the Licensed Materials is in the public domain or has been issued under a Creative Commons or other open license, neither the Distributor nor the Publisher shall place access, use or other restrictions on that content beyond those found in the open license, where applicable.

4.5 **The Rights of the Author to Use Own Work.** Intentionally omitted

4.6 Intentionally omitted

4.7 **Definitions:** Intentionally omitted

4.8 **Scope of Authorized Use and Access to Licensed Materials.**

Unlimited Access. Subject to the terms of this Agreement, the Participating Institutions and the Authorized Users shall have unlimited and simultaneous user access to the Licensed Materials.

5. Specific Restrictions on Use of Licensed Materials

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.

5.2 **Modification of Licensed Materials.** The Participating Institutions or the Authorized Users shall neither modify nor manipulate the Licensed Materials without the prior written permission of the Publisher.

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.

5.4 **Commercial Purposes.** The Participating Institutions or the Authorized Users may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials, fee-for-service use of the Licensed Materials; nor may the Licensee and the Participating Institutions impose special charges on the Authorized Users for use of the Licensed Materials beyond reasonable printing or administrative costs. For the avoidance of doubt, research conducted by the Participating Institutions and Authorized Users that is supported by a commercial entity shall not be considered use for commercial purposes.

6. Mutual Performance Obligations

- 6.1 **Notification and Cure of Unauthorized Use.** In the event the Licensee and/or any of the Participating Institutions becomes aware of an unauthorized use of the Licensed Materials and cannot promptly remedy it, the Licensee or the Participating Institution shall without undue delay notify the Distributor or the Publisher. In the event the Distributor or Publisher becomes aware of unauthorized use of the Licensed Materials, the Distributor shall, or shall ensure that the Publisher will, without undue delay notify the Licensee and the respective Participating Institution in writing.
- 6.2 In the case of unauthorized use, 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 Distributor without significant delay notifies, or shall ensure that the Publisher immediately notifies the Licensee and the respective Participating Institution of any such suspension, including the reason for the suspension and any supporting details. Such temporary suspensions will be only of the shortest possible duration and the maximally limited extent necessary to terminate the unauthorized use and prevent its resumption. In the event that such suspension lasts longer than the shortest period necessary to prevent such unauthorized use, the Distributor is obliged to reimburse the Licensee the respective pro rata part of the Fee (calculated with respect to the actual number of excessively suspended Authorized Users) for the period of duration of such excessive suspension. Any excessive suspension of access to the Licensed Materials can serve as a Licensee's reason for termination of this Agreement pursuant to Section 11 of this Agreement.

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 fulfillment. 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.

- 7.4 **Discovery of the Licensed Materials.** The Distributor shall make reasonable effort to ensure that the Publisher makes the Licensed Materials available through the Licensee's and/or the Participating Institutions' user interface and search systems for discovering and displaying content from local, database and web-based sources ("**Discovery Service System**") for indexing and discovery purposes. The Distributor shall make reasonable effort that the Publisher provides the Licensee's and/or the Participating Institutions' discovery service vendors on an ongoing basis the citation and complete descriptive metadata (including all subject headings, abstracts, and keywords) and full-text content necessary to facilitate optimal discovery and accessibility of the content for the benefit of the Participating Institutions and the Authorized Users.
- 7.5 **Persistent Linking.** The Distributor shall make reasonable effort to ensure that the Publisher complies with the most current version of the OpenURL standard (ANSI/NISA Z39.88 or any that replaces it during the term of this Agreement) and to provide a mechanism for persistent links to content.
- 7.6 **Online Terms and Conditions.** In the event that the Distributor or the Publisher requires the Authorized Users to agree to additional terms relating to the use of the Licensed Materials (commonly referred to as "**click-through**" or "**clickwrap**" licenses), or otherwise attempts to impose terms on the Authorized Users through online terms and conditions invoked by the mere use or viewing of the Licensed Materials, such additional terms shall only apply to the Authorized Users who agreed to the respective additional terms. Such additional terms shall not materially differ from the provisions of this Agreement and violation of these additional terms by the Authorized Users will not be considered as breach of this Agreement but merely and exclusively as breach of these additional terms. In the event of any conflict between the additional terms and this Agreement, the terms of this Agreement shall prevail. The Distributor or the Publisher alone shall be liable and responsible for any personal data processing that occurs with respect to these additional online terms and conditions as either the Distributor or the Publisher determines the scope and purpose of such personal data processing. For the avoidance of doubt, the Authorized Users are not a party to this Agreement.

- 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.
- 7.8 **Support.** The Distributor shall ensure that the Distributor or Publisher will provide activation and installation support, including assisting the Licensee, Participating Institutions and Authorized Users with the implementation of any Publisher software. The Distributor will offer reasonable levels of continuing support to assist the Licensee, Participating Institutions and Authorized Users in the use of the Licensed Materials. The Distributor will make its personnel available by email [REDACTED] and/or phone [REDACTED] during cross section of the Publisher's and the Licensee's and/or the Participating Institutions' regular business hours, Monday through Friday, for feedback, problem-solving, or general questions, and they will respond in a timely manner. If there is a change in a contact for support, either the Distributor or the Publisher will notify the Licensee and the Participating Institutions of such change. The change is effective by the delivery of the notice to the Licensee and the Participating Institutions.
- 7.9 **Training.** The Distributor shall ensure that the Distributor or Publisher will, upon agreement and in a reasonable quantity, provide to the Licensee, the Participating Institutions and the Authorized Users appropriate on-site or online training related to the use of the Licensed Materials and any Publisher software. The Distributor shall also ensure that the Distributor or the Publisher will provide additional training to the Licensee and the Participating Institutions staff if made necessary by any updates or modifications to the Licensed Materials or any of the Publisher's software.
- 7.10 **Updates.** The Distributor shall ensure that the Publisher will provide and implement regular system and project updates to the Licensee and the Participating Institutions as they become available. No additional fee shall be charged for updates.
- 7.11 **Quality of Service.** The Distributor shall ensure that the Publisher will use reasonable efforts to ensure that the Publisher's server or servers have sufficient capacity and rate of connectivity to provide the Participating Institutions and their Authorized Users with all the services pursuant to this Agreement at a level exceeding or at least comparable to current standards in the online information provision industry in the Licensee's and the Participating Institutions' locale. The Distributor shall ensure that the Publisher will use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time can include periodic unavailability due to server maintenance; software installation or testing; loading or making available additional Licensed Materials as they become available; and unavailability because of service or equipment failure outside the control of the Distributor and/or the Publisher (including problems with public or private telecommunication services, or Internet nodes or facilities). The Publisher may schedule brief unavailability periods, but will do so only where (a) it has given at least forty-eight (48) hours' prior notice to the Licensee, and (b) in a way and at times that minimize inconvenience to the Licensee,

the Participating Institutions and its Authorized Users, regardless of when notice has been given.

- 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 best 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.
- 7.13 **Transfer or Acquisition of Titles.** If any portion of the Licensed Materials is transferred to or acquired from another party, the Distributor shall ensure that the Publisher will use reasonable efforts so the Participating Institutions will not lose access to the Licensed Materials or any rights under this Agreement as a result of the transfer or acquisition. Any archival and perpetual access rights that have been granted shall be retained, whether the Publisher is acting as the transferring or acquiring party. If the Publisher is transferring any portion of the Licensed Materials to another party, the Distributor shall ensure that the Publisher will use reasonable efforts to assign all rights and obligations under this Agreement to the assignee. If the Publisher is acquiring content that will become subject to this Agreement, the Distributor shall ensure that the Publisher will use reasonable efforts to acquire the rights necessary for its performance under this Agreement, including but not limited to perpetual access rights. The Distributor shall ensure that the Publisher will provide the relevant party with all the relevant payment and rights information. For journal titles, the Distributor shall use reasonable efforts to ensure that the Publisher will comply with the NISO Transfer Code of Practice.¹
- 7.14 **Completeness of Content.** Either the Distributor or the Publisher will inform the Licensee and/or Participating Institutions of instances where the online content differs from print versions of the Licensed Materials. Where applicable, the Distributor shall ensure that the Publisher will cooperate with the Licensee and the Participating Institutions to identify and correct content errors or omissions, and when necessary, the Distributor shall ensure that the Publisher will use reasonable efforts to ensure that the online content: (1) is at least as complete as the print and other physical format versions of the Licensed Materials; and (2) represents complete, accurate, and timely replications of the corresponding content contained within the print and other physical format versions of such Licensed Materials.
- 7.15 In order to facilitate the assessment of completeness of content, the Distributor shall use reasonable efforts to ensure that the Publisher will 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

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

content known or found to be missing from the Licensed Materials, including but not limited to images, pages, issues, and chapters.

- 7.16 If the online content is a digitized version of the print content and differs from the print or other physical format versions of the Licensed Materials so as to be 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.
- 7.17 **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 use reasonable efforts to ensure that the Publisher will 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 such event. 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 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 use reasonable efforts to ensure that the Publisher will give prior 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 Fee. 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 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 use reasonable efforts to provide itemized holdings lists for the Licensed Materials in a KBART-compliant format, including a column/field for dates (YYYY-MM) of additions.

- 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 to the Licensee for 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 ensure that the Publisher will use reasonable efforts to 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 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 0 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

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

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

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

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 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 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 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 **Branding.** If reasonably possible, the Distributor will 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 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.

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 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

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

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 the 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 By a Subscription Period shall be for the purpose of this Agreement understood a calendar year (1 January – 31 December), unless specified differently in Appendix A.

10. Renewal

Intentionally left blank

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 sixty (60) 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 sixty (60)-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 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

- 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, or if perpetual is not objectively possible under the applicable law then to the maximum extent permissible under applicable law, 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 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 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.

Note: This paragraph applies only to the Licensed Materials which are perpetual, so it is obligatory only for e-journals and e-books with permanent license – in contrast to factual, citation or similar databases and e-resources.

- 12.2 **Archival Copy.** The Distributor shall provide or ensure that the Publisher will provide to the Licensee upon request, or the Licensee may create, one (1) copy of the entire set of journal issues and books subscribed to during the Subscription Period 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 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 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 and Participating Institutions' use is compliant with the terms of this Agreement.
- 12.5 In the event the Distributor or Publisher discontinues or changes the terms of their participation in a third-party archiving service, they shall 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 it has, together with the Publisher, 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 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 fulfill these obligations.

- 13.2 **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 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 properly 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>

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 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 stipulated herein. Neither Party may unreasonably withhold or delay such written consent.

18. Governing Law

- 18.1 . Intentionally omitted

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 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, 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]

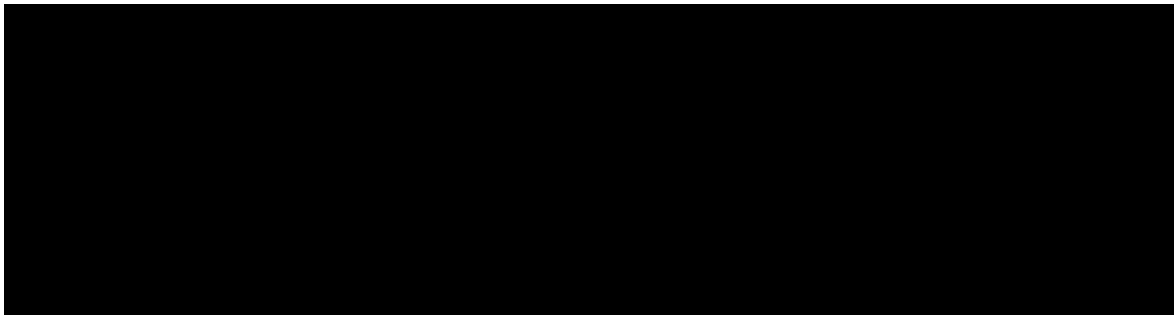
26. Execution

26.1 This Agreement itself shall be signed by the authorized signatory of the Distributor and the Licensee.

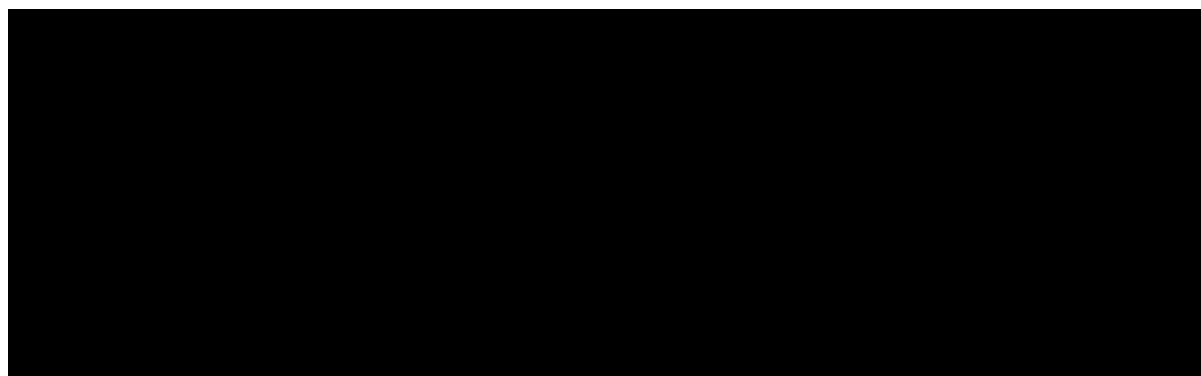
26.2 This Agreement is executed in electronic version and each Party receives one electronic counterpart.

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.

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



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



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

Appendix A: Business Terms

Licensed Materials:

- **Name:** OECD iLibrary
- **Number of titles:** (as of September 2022):
 - 17 200 ebook titles
 - 95 100 chapters
 - 288 710 tables and graphs
 - 158 podcasts
 - 2 576 articles
 - 6 390 multilingual summaries
 - 8 095 working papers and policy responses
 - 7 billion data points across 44 databases
- **Dates covered:** 1955 - current
- **Description:** OECD iLibrary is the online library of the Organisation for Economic Cooperation and Development (OECD) featuring its books, papers and statistics and is the gateway to OECD's analysis and data.

Agreement Term: 1 January 2023 – 31 December 2025

Access Conditions: Unlimited simultaneous user system-wide perpetual access (with perpetual rights as set in Section 12)

Perpetual rights: Upon expiration of the subscription, Participating institutions will continue to have access, via OECD iLibrary, to the OECD Subscribed Material published throughout the period for which the corresponding subscription fee was paid and included in the product relevant to each Participating institution according to Appendix B, with the notable exception of the statistics databases due to their dynamic nature.

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

Fees and Negotiated Discounts:

- **Total Fee 2023-2025:** 165,290.50 EUR (exclusive of VAT)
- **License Fee / year:**
[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 process 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. 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.
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 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.
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	Licensed Material	Remarks
Czech University of Life Sciences Prague	EUR				OECD iLibrary (Full Package)	
Institute of Agricultural Economics and Information	EUR				OECD Agriculture and Food iLibrary	1)
Masaryk University	EUR				OECD iLibrary (Full Package)	
Palacky University Olomouc	EUR				OECD iLibrary (Full Package)	
Silesian University in Opava	EUR				OECD iLibrary (Full Package)	
Transport Research Centre	EUR				OECD iLibrary (Full Package)	
Total without VAT	EUR					
GRAND Total without VAT	EUR			165,290.50	-	

1) 2023 Fee for this Participating Institution reflects current subscription expiring on March 31, 2023

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
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
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
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
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

Instituce	Institution	IP addresses
Centrum dopravního výzkumu, v. v. i.	Transport Research Centre	IPv4: 78.102.13.66
Česká zemědělská univerzita v Praze	Czech University of Life Sciences Prague	IPv4: 193.84.32.0/20 194.149.122.176 - 194.149.122.183
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
Slezská univerzita v Opavě	Silesian University in Opava	IPv4: 193.84.192.0-193.84.223.255
Univerzita Palackého v Olomouci	Palacky University Olomouc	IPv4: 158.194.0.0-158.194.255.255
Ústav zemědělské ekonomiky a informací	Institute of Agricultural Economics and Information	IPv4: 195.113. 186.113 195.113.186.213

Appendix D: Title List

Current title list is available on <https://www.oecd-ilibrary.org/oecd/help/librarians#resources>
– open the ZIP file Month Year DOI Listing for Products, Serials and Books.zip

Participating institutions (according to collection they subscribe to) will have access to titles that will be added between 2023 and 2025. The detailed list of titles is not known at this time.