

National Centre for Information Support of Research, Development, and Innovation



AMENDMENT NO. 1

TO ELSEVIER SUBSCRIPTION AGREEMENT

No. 1-21959130289

This Amendment (the "Amendment") has been entered into

BY AND BETWEEN

Name: Elsevier B.V.

Seat: Radarweg 29, 1043 NX Amsterdam, The Netherlands

Identification number: 33158992

Represented by: Massimiliano Madama, SVP Global Sales Effectiveness and Services

(the "Elsevier")

AND

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: Ing. Martin Svoboda, Director (the "Lead Institution")

individually the "Party" and collectively the "Parties".

WHEREAS

On January 02, 2023 Elsevier and Lead Institution entered into a Elsevier Subscription Agreement (the "Agreement") which defines conditions of cooperation and rights and duties of the Parties while providing the Subscribed Products Science Direct ® online - Cell Press Collection as defined in Schedule 1 of the Agreement. The Agreement was published in the Register of Contracts on 03 January 2023 with the ID of contract 21379773.

The Parties intend to update the Agreement as specified hereunder due to:

 specification of the Fees due to the removed title Blood ("Blood") for the Institute of Hematology and Blood Transfusion.

This Amendment does not change the Agreement in any other way than by adjusting the aforementioned fees and conditions. Other terms and conditions remain unchanged.

NOW, THEREFORE, in accordance with the Agreement, the Parties hereby agree as follows:

1. REVISIONS

1.1 In the Agreement Schedule 1 Subscribed Products/Access/Fees, the table with the prices of Subscribed Products shall be modified and replaced (the altered part is highlighted in red) as follows:

Subscribed Products – publisher		Year 2023	Year 2024	Year 2025
Science	ScienceDirect® online – Elsevier B.V.		EUR	EUR
Cell Press	s Collection Fee - sciencedirect.com			
10272326	Institute of Biophysics of the CAS, v.v.i.			
344768	Institute of Physiology of the CAS,v.v.i.			
11241664	Institute of Biotechnology of the CAS, v.v.i.			
246444	Palacký University Olomouc			
246421	Masaryk University			
344779	Institute of Organic Chemistry and Biochemistry of the CAS			
531227	Institute of Hematology and Blood Transfusion			
376499	Masaryk Memorial Cancer Institute			
497421	University of Ostrava			
TOTAL FE	ES without VAT			

TOTAL FEE 2023-2025: **€ 286,684.46** (exclusive of VAT)

1.2 In the Agreement Annex A to Schedule 1.1 Subscribed Titles, the table related to Institute of Hematology and Blood Transfusion will be removed as follows:

INSTITUTE OF HEMATOLOGY AND BLOOD TRANSFUSION ÚSTAV HEMATOLOGIE A KREVNÍ TRANSFUZE ECR-531227

Product ID	ISSN	Cell Press Collection Journal Title
13202	0006-4971	Blood

1.3 In the Agreement Schedule 2 Sites/Authentication/Contacts, the table with the total number of of Authorized Users shall be modified as follows:

Consortium: CzechELib Consortium

#	SIS ID	Account	Address	Email	IP addresses
1	11241664	Institute of Biotechnology of the CAS	Průmyslová 595 Vestec, 252 50		IP v4: 147.231.236.8 147.231.236.9 147.231.236.7 147.231.236.10
2	344768	Institute of Physiology of the CAS	Vídeňská 1083 Praha 4, 142 20		IP v4: 147.231.41.251 147.231.41.24 147.231.41.22 147.231.41.16
3	246421	Masaryk University	Žerotínovo nám. 617/9 Brno, 601 77		IP v4: 147.251.0.0- 147.251.49.35 147.251.49.37- 147.251.255.255 IP v6: 2001:718:801::/48
4	376449	Masaryk Memorial Cancer Institute	Žlutý kopec 7 Brno, 656 53		IP v4: 195.113.164.0/25
5	246444	Palacky University Olomouc	Křížkovského 511/8 Olomouc, 771 47		IP v4: 158.194.0.0- 158.194.255.255
6	10272326	Institute of Biophysics of the CAS	Královopolská 2590/135 Brno, 612 65		IP v4: 195.178.68.1- 195.178.68.255 195.178.69.1- 195.178.69.255 147.231.203.1- 147.231.203.255
7	344779	Institute of Organic Chemistry and Biochemistry of the CAS	Flemingovo nám. 542/2 Praha 6, 166 10		IP v4: 147.231.18.232- 147.231.18.239 147.231.120.0- 147.231.123.255 147.231.128.0- 147.231.129.255 192.108.128.0- 192.108.128.255
8	497421	University of Ostrava	Dvořákova 138/7 Ostrava, 701 03		IP v4: 195.113.102.0- 195.113.112.127 78.128.128.0- 78.128.146.255 195.113.209.36- 195.113.209.56- 195.113.209.63

9		Institute of Hematology and Blood Transfusion	U Nemocnice 2094/1 Praha 2, 128 20		IP v4: 195.113.86.170
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1.4 The other provisions of the Agreements shall remain unchanged.

2. MISCELLANEOUS

- 2.1 Regarding the law governing the Amendment and the resolution of any dispute which may arise from it, the Parties have agreed that the corresponding provisions of the Agreements shall apply by analogy.
- 2.2 The Amendment shall be binding upon, and inure to the benefit of, the Parties and their respective legal successors and assigns.
- 2.3 The Amendment shall become valid on the date of signature by both 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, as amended. The Amendment will be published in the Register of Contracts by the Lead Institution.
- 2.4 No changes, alterations or modifications hereto shall be effective unless made in writing and signed by the Parties.
- 2.5 The 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 the law and each Party declares that the electronic execution is valid and effective in the jurisdiction the Party executes this Agreement.

IN WITNESS HEREOF, the Parties hereto have caused the Amendment to be executed by their duly authorized representatives on the day(s) written below.

FOR AND ON BEHALF OF:



Director of National Library of Technology



SVP Global Sales Effectiveness and Services