



# Amendment No. 2 to the Standard License Agreement

(hereinafter referred to as the "Amendment")

Name: National Library of Technology, a State Contribution Organization set up

by the Ministry of Education, Youth and Sports

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

Identification number: 61387142

Represented by: Ing. Martin Svoboda, Director

(hereinafter referred to as the "Licensee")

and

Name: Grada Publishing, a.s.

Seat: U Průhonu 22, 170 00 Praha 7

Identification number: 48110248

Other details: Registered in the Commercial Register maintained by the Municipal Court

in Prague, Section B, File 7658

Represented by: Ing. Roman Sviták, Chairman of the board

(hereinafter referred to as the "Licensor")

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

#### 1. INTRODUCTORY PROVISIONS

- 1.1. On 19 December 2022 the Contracting Parties entered into the Standard License Agreement (hereinafter referred to as the "**Agreement**").
- 1.2. The Agreement defines conditions of cooperation and rights and duties of the Contracting Parties while providing defined Licensed Materials that are set forth in Appendix A (Business Terms) of the Agreement to the Licensee and Participating Institutions listed in Appendix B (Participating Institutions, Potential Participating Institutions and Fees) to the Agreement and in Appendix C (IP Addresses of Participating Institutions) to the Agreement.
- 1.3. The Agreement was published in the Register of Contracts on 19 December 2022 with the ID of contract 2124957.
- 1.4. **Czech University of Life Sciences Prague**, with its seat at Kamýcká 129, Praha 6 Suchdol, 165 00, Czech Republic is one of the Potential Participating institutions of this Agreement.
- 1.5. Czech University of Life Sciences Prague wishes to subscribe to individual collections of ebooks, specifically the collections "Business", "Pedagogy, Psychology and Social sciences", "Technology" with the start of the subscription period being 1 January 2024.
- 1.6. The description of the unit collections shall be specified in the Licensed Materials.

1.7. For all the reasons stated above, the Contracting Parties execute this Amendment.

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

2.1. The Contracting Parties have agreed that Appendix A to the Agreement, section Licensed Materials shall be modified by describing the individual collections as follows (the altered part is highlighted):

### **Licensed Materials:**

- Name: BOOKPORT professional collections
- Description: individual collections of ebooks
  - o Technical (982 titles at the time of Agreement) (Technika)
  - Medical (915 titles at the time of Agreement) (Medicina)
  - Social sciences (1761titles at the time of Agreement) including Pedagogy and Psychology (Pedagogika, psychologie a společenské vědy)
  - o Business (1249 titles at the time of Agreement)

Some titles may be part of more collections.

2.2. The Contracting Parties have agreed that Appendix A to the Agreement, section Fees and Negotiated Discounts shall be modified and replaced as follows (the altered part is highlighted):

## Fees and Negotiated Discounts:

- Total Fee 2023-2025: 26,505,141.42 CZK (exclusive of VAT)
- License Fee / year:

2023: 2024: 2025:

- Ongoing Fees, e.g. access fee, if any; indicate any waived fees
- One-time Fees; indicated any waived fees

Additional information on pricing and holdings maintenance:

In the event of a substantial long-term change in the usage of the subscribed collection titles or in the number of users associated with a public library who are accessing the subscribed collection titles, the parties shall negotiate in good faith an appropriate amount as a fair compensation for such usage change.

- 2.3. The Contracting Parties have agreed that Appendix B to the Agreement, the section Participating Institutions, Potential Participating Institutions & Fees shall be modified (the altered part is highlighted) as follows:
  - the line concerning the Participating Institution Czech University of Life Sciences Prague and its License Fees for 2024-2025 will be added to the table PARTICIPATING INSTITUTIONS
  - the line TOTAL excl. VAT to the table PARTICIPATING INSTITUTIONS will be modified and replaced
  - the line GRAND TOTAL excl. VAT will be modified and replaced to the table PARTICIPATING INSTITUTIONS as follows:

Institution	Collection	Institution Type	FTE	Cur.	Fee 2023	Fee 2024	Fee 2025
Czech University of Life Sciences Prague	Business, Pedagogika, psychologie a společenské vědy, Technika	University	22184.79	CZK			
TOTAL excl. VAT				CZK			
GRAND TOTAL excl. VAT				CZK			26,505,141.42

- 2.4. The Contracting Parties have agreed that Appendix C to the Agreement, the table with IP Addresses of Participating Institutions shall be modified and replaced (the altered part is highlighted) as follows:
  - the line concerning the Participating Institution Czech University of Life Sciences Prague and its IP addresses will be added to the table IP Addresses of Participating Institutions:

Instituce	Institution	IP addresses
Česká zemědělská univerzita v Praze	Czech University of Life Sciences Prague	IP v4: 193.84.32.0/20 194.149.122.176 - 194.149.122.183

### 3. FINAL PROVISIONS

- 3.1 This Amendment shall become valid on the date of signature by both Contracting Parties. The Amendment comes into effect on the date of its publication in the Register of Contracts under the conditions stipulated by Act No. 340/2015 Coll., On the Register of Contracts, as amended. This Amendment will be published by Licensee in the Register of Contracts. The Amendment contains business secrets pursuant to the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, as amended, which will not be disclosed in the Register of Contracts in accordance with Section 3 (1) and (2) letter b) of Act No. 340/2015 Coll. (the fees of the individual Participating Institutions).
- 3.2 All other provisions of the Agreement shall remain unaffected.
- 3.3 The Amendment itself shall be signed by the authorized signatory of the Licensor and the Licensee.
- 3.4 This Amendment is executed in electronic version and each Party receives one electronic counterpart.
- 3.5 The Contracting Parties agree that electronically signed versions of this originally executed Amendment are acceptable in lieu of printed signed copies and are to be given full force and effect under law and each Contracting Party declares that the electronic execution is valid and effective in the jurisdiction the Contracting Party executes the Amendment.

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

# LICENSOR:



Signature of Authorized Signatory of Licensor

Ing. Roman Sviták Chairman of the board Grada Publishing, a.s. U Průhonu 22 170 00 Praha 7 Czech Republic

# LICENSEE:



Signature of Authorized Signatory of Licensee

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