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[Note: Information that will often vary from case to case is in *italics*.]

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

² http://www.projectcounter.org/code_practice.html

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- 7.24 **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 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.
- 7.25 **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.
- 7.26 **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.
- 7.27 **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.

- 7.28 **Branding.** If reasonably possible, Licensor is obliged to make reasonable efforts to ensure that the Publisher will provide Licensee and the Participating Institutions the option to brand the Publisher's Platform with the name of the Licensee and/or Participating Institutions Sites at Licensee's discretion.
- 7.29 **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.
- 7.30 **Open Access Option.** Intentionally omitted
- 7.31 The Distributor recognizes and acknowledges that a new Directive on Copyright in the Digital Single Market⁴ 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.

⁴ Directive of the European Parliament and of the Council on copyright in the Digital Single Market No. (EU) 2019/790.

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 entered into written agreements with the Participating Institutions to comply with the terms of this Agreement, use the Licensed Materials in accordance with the license terms set out in this Agreement and 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 2024 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.

- 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 thirty (30) days from the receipt of such notice to use all reasonable means to cure this alleged material breach and to notify the non-breaching Party in writing that a cure has been effected. If the material breach is not cured within the thirty (30)-day period, the non-breaching Party shall have the right to terminate this Agreement 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). In addition, copies of the Licensed Materials made by the Authorized Users in accordance with clause 4.3 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.** For the avoidance of doubt, the Cambridge Textbooks collection under this Agreement is not licensed on a perpetual basis.
- 12.2 **Archival Copy.** Intentionally omitted.
- 12.3 Intentionally omitted.
- 12.4 Intentionally omitted.
- 12.5 Intentionally omitted.

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 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 resolve any complaint regarding accessibility of the Licensed Materials and ensure that necessary measures are taken by the Publisher, if necessary.⁵

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

⁵ <http://www.w3.org/WAI/guid-tech.html>

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, provided such use is in accordance with applicable copyright law and the terms of this Agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This Section shall survive the termination of this Agreement.

16. Data Protection

- 16.1 For the purpose of this Agreement, **Data Protection Law** shall mean the General Data Protection Regulation (EU) 2016/679 (the "Regulation") and the European Privacy and Electronic Communications Directive (Directive 2002/58/EC), as amended or replaced from time to time, and the terms "personal data", "processing", "processor", "controller", "personal data breach", "data subject" and "supervisory authority" shall all have the meanings ascribed to them under the applicable Data Protection Law.
- 16.2 Without any prejudice to Section 4.2(c) of this Agreement, if any personal data is processed under this Agreement by either Party or by the Publisher, the Parties agree that each Party, including the Publisher, shall act as a data controller for the purposes of Data Protection Law, unless such arrangement would be contrary to the Data Protection Law. Each Party, including the Publisher, shall (i) only process personal data in compliance with, and shall not cause itself or the other Party or the Publisher to be in breach of Data Protection Law and (ii) act reasonably in providing such information and assistance as the other Party may reasonably request to enable it to comply with its obligations under Data Protection Law.
- 16.3 Each Party will notify the other Party or the Publisher without delay if it becomes aware of a personal data breach relating to the processing of personal data in connection with this Agreement and shall act reasonably in co-operating with the other Party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the personal data breach.
- 16.4 If either Party receives any communication from any supervisory authority relating to the processing of personal data in connection with this Agreement, it shall (i) provide the other Party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other Party in respect of any response to the same.

17. Assignment and Transfer

- 17.1 Neither Party may assign, transfer or novate, directly or indirectly, any or all of its rights or obligations under this Agreement without the prior written consent of the other Party, except as otherwise stipulated herein. Neither Party may unreasonably withhold or delay such written consent.

18. Governing Law

- 18.1 This Agreement and all matters arising from or in connection hereto shall be interpreted and construed according to, and governed by, the laws of the Czech Republic, in particular by Act No. 89/2012 Coll., the Civil Code, as amended.

19. Dispute Resolution & Venue

- 19.1 In the event of any dispute or controversy arising out of or relating to this Agreement, the Parties agree to exercise good faith to resolve the dispute amicably and as soon as possible. In the event that the Parties fail to settle the dispute amicably within thirty (30) days, they shall submit the dispute to informal mediation, as further described below in this paragraph. The Parties shall continue to perform their respective obligations under this Agreement unless such performance would be objectively hindered due to the existing dispute. The Party invoking mediation shall inform the other Party with a written notice of its decision to seek informal mediation, and the notice must include a description of the subject to the dispute and a proposed resolution thereof. Designated representatives of both Parties shall attempt to resolve the dispute within five (5) working days starting from the day after the delivery of such notice to the other Party. If the designated representatives cannot resolve the dispute, the Parties shall meet at a mutually agreed location and discuss the dispute and their respective proposals for resolution while being represented by their responsible executives, who shall act in good faith to resolve the dispute.
- 19.2 If the dispute is not resolved within thirty (30) days of the meeting among the Parties' executives, either Party may pursue legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in a state court of competent jurisdiction, situated in Prague, Czech Republic. During such court action, the Parties shall continue to perform their respective obligations under this Agreement 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

God, 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 7.7 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]

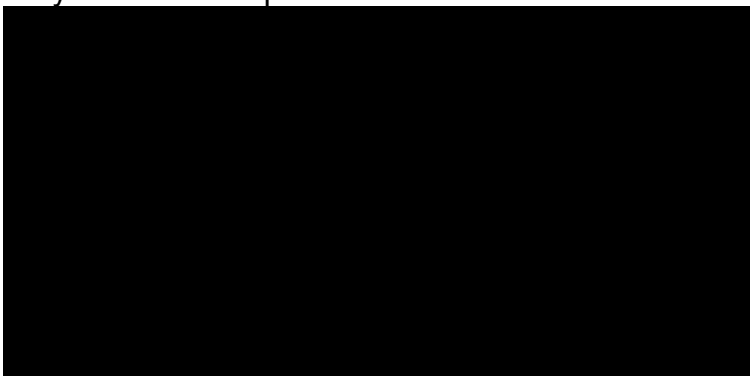
25.5 If to the Licensee:

- 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

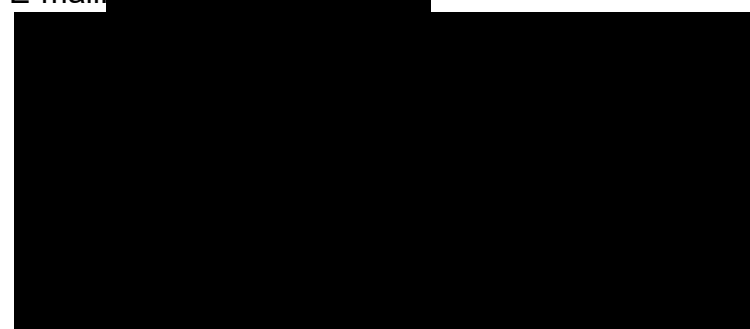
- 26.1 This Agreement itself shall be signed by the authorized signatory of the Distributor and the Licensee.
- 26.2 This Agreement is executed in electronically version and each Party receives one electronic counterpart.
- 26.3 The Parties agree that electronically signed versions of this originally 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.




DATE: _____

Statutory Representative
Albertina icome Praha s.r.o.
Štěpánská 16
110 00 Praha 1
E-mail: 



DATE: _____


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

Appendix A: Business Terms

Licensed Material:

- Name: **Cambridge Textbooks (Full Collection)**
that includes content from 33 subjects listed at <https://www.cambridge.org/highereducation/>
- Number of titles: 1169 – including older editions of several titles (as of 1 November 2023). Please see more information on editions management at <https://www.cambridge.org/highereducation/services/librarians/editions-management>
- Description: Multi-subject collection of textbooks from Cambridge University Press offers the highest quality content and resources from leading authors to instructors and students.

In order to get full experience functionality, users need to be logged into their free Cambridge University Press Higher Education account and run ereader Cambridge Spiral, which allows users to read eTextbooks online and to download and read offline.

Selected current features of Cambridge Spiral (complete list available at <https://www.cambridge.org/highereducation/services/students/cambridge-spiral-features>):

Text-to-speech
Annotation
Bookmarking
Sharing of notes from teachers to students

Printing and copying (not available in mobile and desktop apps), is available while using the eReader in the internet browser, and is limited to 20 % of the individual title per user.

Mobile app requires Android 8.0 and above / iOS 10.0 and above (as of 9 November 2023)
Desktop app requires Windows 7 and above / Mac OS 10.12 and above (as of 9 November 2023)

Agreement Term: 1 January 2024 – 31 December 2026

Access Conditions: Unlimited simultaneous user system-wide access

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

Fees and Negotiated Discounts:

- Total Fee 2024-2026: 63,050.00 GBP (exclusive of VAT)*
- License Fee / year:
- 2024: [REDACTED]
- 2025: [REDACTED]

- 2026: [REDACTED]
- Ongoing Fees, e.g. access fee, if any; indicate any waived fees – N/A
- One-time Fees; indicated any waived fees – N/A

* The Total Fee for 2024, 2025, 2026 and 2024-2026 will change if Participating Institutions are added or removed from this Agreement as follows:

if a Participating Institution is removed from this Agreement then the Total Fee is reduced by the fees attributable to this removed Participating Institution;

if a Participating Institution is added to this Agreement, it can happen only in compliance with the applicable public procurement rules, and the parties will agree on any additional fees (the amount etc.).

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 2024 shall be paid in the whole amount, regardless of the beginning of this Agreements' effectiveness.
3. All the prices (Fee) under this Agreement are set forth as final, unchangeable and the maximum allowable and cover and include all activities relating to the performance under this Agreement. The Distributor may not charge any additional costs or expenses to the Licensee. The value added tax shall be added to all the prices 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 15 March 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 the end of 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 1 March 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: 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.

PARTICIPATING INSTITUTIONS

Institution (Eng.)	Curr.	Fee 2024	Fee 2025	Fee 2026
Library of the Czech Academy of Sciences	GBP			
Masaryk University	GBP			
National Library of Technology	GBP			
Prague University of Economics and Business	GBP			
TOTAL without VAT	GBP			

POTENTIAL PARTICIPATING INSTITUTIONS

Fees for Potential Participating Institutions:

Full collection	2024	2025	2026
All Potential Participating Institutions except Charles University			
Charles University			

<i>Potential Participating Institutions (English)</i>	<i>Potential Participating Institutions (Czech)</i>
Biology Centre of the CAS	Biologické centrum AV ČR, v. v. i.
Czech University of Life Sciences Prague	Česká zemědělská univerzita v Praze
Czech Technical University in Prague	České vysoké učení technické v Praze
St. Anne's University Hospital Brno	Fakultní nemocnice u sv. Anny v Brně
Czech Science Foundation	Grantová agentura České republiky
Institute for Clinical and Experimental Medicine	Institut klinické a experimentální medicíny
University of South Bohemia in České Budějovice	Jihočeská univerzita v Českých Budějovicích
Mendel University in Brno	Mendelova univerzita v Brně
Moravian-Silesian Research Library in Ostrava	Moravskoslezská vědecká knihovna v Ostravě, příspěvková organizace
University of Ostrava	Ostravská univerzita
Education and Research Library of Pilsener Region	Studijní a vědecká knihovna Plzeňského kraje, příspěvková organizace
Technical University of Liberec	Technická univerzita v Liberci
University of Hradec Králové	Univerzita Hradec Králové
Jan Evangelista Purkyně University in Ústí nad Labem	Univerzita Jana Evangelisty Purkyně v Ústí nad Labem
Charles University	Univerzita Karlova
Palacky University Olomouc	Univerzita Palackého v Olomouci
University of Pardubice	Univerzita Pardubice
Office of the Government of the Czech Republic	Úřad vlády České republiky
University of Veterinary Sciences Brno	Veterinární univerzita Brno
VSB - Technical University of Ostrava	Vysoká škola báňská - Technická univerzita Ostrava
University of Chemistry and Technology, Prague	Vysoká škola chemicko-technologická v Praze
Brno University of Technology	Vysoké učení technické v Brně
University of West Bohemia	Západočeská univerzita v Plzni

Appendix C: IP Addresses of Participating Institutions

#	Institution	Institute	IP ranges
1	Library of the Czech Academy of Sciences	Knihovna AV ČR, v. v. i.	IPv4: 147.231.62.* 147.231.63.* 147.231.51.34 147.231.118.*
2	Masaryk University	Masarykova univerzita	IPv4: 147.251.0.0-147.251.49.35 147.251.49.37- 147.251.255.255 IPv6: 2001:718:801::/48
3	National Library of Technology	Národní technická knihovna	IPv4: 195.113.241.0- 195.113.242.127 IPv6: 2001:718:7::/48
4	Prague University of Economics and Business	Vysoká škola ekonomická v Praze	IPv4: 146.102.*.* IPv6: 2001:718:1e02::/48 2001:718:2001::/48

Appendix D: Title List (valid as of 1 November 2023)

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