

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



Amendment No. 1 to the Standard License Agreement

(hereinafter referred to as the "Amendment")

Name: Seat: Identification number: Represented by:	National Library of Technology, a State Contribution Organization set up by the Ministry of Education, Youth and Sports Technická 2710/6, 160 80 Praha 6 - Dejvice 61387142 Ing. Martin Svoboda, Director			
(hereinafter referred to as the "Licensee")				
and				
Name:	Albertina icome Praha s.r.o.			
Seat:	Štěpánská 16, 110 00 Praha 1			
Identification number:	49612158			
Other details:	Registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 20775			

Represented by:

(hereinafter referred to as the "Distributor")

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

Ing. Vladimír Karen, Statutory Representative

1. INTRODUCTORY PROVISIONS

- 1.1. On 29 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 in Appendix C (IP Addresses of Participating Institutions) to the Agreement and Appendix C (Title List) to the Agreement.
- 1.3. The Agreement was published in the Register of Contracts on 29 December 2022 with the ID of contract 21355093.
- 1.4. Because the Contracting Parties wish to apply SCOAP3 OA publishing offset to the gross price of the annual subscription of the Licensed Material APS-ALL for 2024, the Contracting Parties execute this Amendment.
- 1.5. 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 Fees and Negotiated Discounts, shall be modified and replaced as follows (the altered part is highlighted):

Fees and Negotiated Discounts:

- Total Fee 2023-2025:
- License Fee / year: 702,018.00 USD (exclusive of VAT)
 - 2023: 2024: 2025:

*Fees for 2023 include offset for Contributions to the SCOAP3 Fund.

- Ongoing Fees, e.g. access fee, if any; indicate any waived fees
- One-time Fees; indicated any waived fees
- 2.2. The Contracting Parties have agreed that Appendix B to the Agreement, the section Participating Institutions shall be modified (the altered part is highlighted) as follows:

PARTICIPATING INSTITUTIONS

Institution (English)	Cur.	Fee 2023*	Fee 2024	Fee 2025
Brno University of Technology	USD			
Charles University	USD			
Czech Technical University in Prague	USD			
Institute of Physics of the CAS	USD			
Masaryk University	USD			
National Library of Technology	USD			
Nuclear Physics Institute of the CAS	USD			
Silesian University in Opava	USD			
Technical University of Ostrava	USD			
The Extreme Light Infrastructure ERIC (only facility Dolní Břežany, CZ)	USD			
Total without VAT	USD			
GRAND Total without VAT	USD			702,018.00

*Fees for 2023 include offset for Contributions to the SCOAP³ Fund.

If the Publisher enters the agreement with the SCOAP3 initiative for 2025, then the applicable SCOAP3 offset must be applied to the Fees 2025.

The amount of SCOAP3 compensation for a particular year tends to be announced in the fall of the transition year. The Distributor is obliged to notify the Licensee with updated prices not later than by 31st January of the then current year.

3. FINAL PROVISIONS

- 3.1 This Amendment shall become valid on the date of signature by both Contracting Parties. This 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. This 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 This Amendment itself shall be signed by the authorized signatory of the Distributor 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 this Amendment.

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

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

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