



ELSEVIER SUBSCRIPTION AGREEMENT

This agreement (“Agreement”) is entered into as of [REDACTED] 2024 by and between **National Library of Technology**, Technická 2710/6, 160 80 Praha 6 - Dejvice, Czech Republic (the “Lead Institution”), for and on behalf of itself and the institutions identified on Schedule 2 (the “Institutions”) known collectively as CzechELib Consortium (all, collectively, the “Subscriber”), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands (“Elsevier”). As used in this Agreement, “Consortium” refers to the Lead Institution or to such other Institution or Institutions as the Lead Institution may specify, depending on the context in which that term is used.

The Lead Institution acts as a central purchasing body within the meaning of Act No. 134/2016 Coll., on Public Procurement, as amended, for concluding subscription agreements on behalf of the Institutions as listed below as part of the project CzechELib.

The parties hereto agree as follows:

SECTION 1. SUBSCRIPTION.

1.1 *Subscribed Products.*

Elsevier hereby grants to the Subscriber the non-exclusive, non-transferable right to access and use the products and services identified in Schedule 1 (“Subscribed Products”) and provide the Subscribed Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement.

1.2 *Authorized Users/Sites.*

Authorized Users are the full-time and part-time students, faculty, staff and researchers of the Subscriber and individuals who are independent contractors or are employed by independent contractors of the Subscriber affiliated with the Subscriber’s locations listed on Schedule 2 (the “Sites”) and individuals using computers within the library facilities at the Sites permitted by the Subscriber to access the Subscribed Products for purposes of personal research, education or other non-corporate use (“Walk-in Users”).

1.3 *Authorized Uses.*

Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, make electronic copies of and store for the exclusive use of such Authorized User individual items from the Subscribed Products;
- display or provide print or electronic copies of and post or transmit links to individual items from the Subscribed Products for the Subscriber’s internal purposes;
- display a reasonable number of individual graphs or tables from the Subscribed Products on public websites, provided that each item will carry appropriate acknowledgement in the following format: *SciVal*® database, Elsevier B.V., <http://www.scival.com> (downloaded on [date]); and
- provide print or electronic copies of individual items from *SciVal*® for purposes of grant applications, conference proceedings, research papers, and scholarly publications and presentations by or for the benefit of the Subscriber, provided that each copy will carry appropriate acknowledgement in the following format: *SciVal*® database, Elsevier B.V., <http://www.scival.com> (downloaded on [date]).

TDM rights grant SciVal

The Subscriber may, for academic research purposes only, use the Subscribed Product to perform and engage in text and data mining activities to the extent permitted by the EU DSM Directive and/or the relevant local legislation when implemented.

The Information Security Requirements and Audit Rights set out in Annex A to Schedule 1 will apply to Subscribers applying the TDM for academic research purposes. In addition, and subject to the rights granted in this Agreement, upon termination, Subscriber will promptly and permanently delete all copies (including back up copies) of the Subscribed Product and document the same to Elsevier's reasonable satisfaction, except for those copies of articles from the Subscribed Product that are to be retained solely for purposes of scientific research, including the verification of research results.

1.4 Restrictions on Use of Subscribed Products.

Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Subscriber and its Authorized Users may not:

- § abridge, modify, translate or create any derivative work and/or service (including resulting from the use of artificial intelligence tools), based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- § remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;
- § use any robots, spiders, crawlers or other automated downloading programs, tools, or devices to search, scrape, extract, deep link, index and/or disrupt the working of the Subscribed Products;
- § use the Subscribed Products in combination with an artificial intelligence tool (including to train an algorithm, test, process, analyse, generate output and/or develop any form of artificial intelligence tool);
- § post abstracts from the Subscribed Products on social networking sites; or
- § substantially or systematically reproduce, retain, store locally, redistribute or disseminate the Subscribed Products.

Authorized Users who are individuals who are independent contractors or are employed by independent contractors may use the Subscribed Products only for the purposes of the contracted research work for the Subscriber.

1.5 Intellectual Property Ownership.

The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution or dissemination online of the Subscribed Products could materially and irreparably harm Elsevier and its suppliers.

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

2.1 Access to Subscribed Products.

Elsevier will make the Subscribed Products accessible to the Subscriber and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise set forth herein, upon receipt by Elsevier of this Agreement document in the territory of The Netherlands, as duly signed by the Subscriber, which acceptance will be evidenced and timestamped by an authorised representative of Elsevier in the Netherlands. However, the parties must proceed pursuant to Section 5.1 of this Agreement.

2.2 *Quality of Service.*

Elsevier will use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service seven (7) days a week with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service. If, due to causes within its reasonable control, Elsevier is unable to provide the Subscriber with access to the service for a period exceeding twenty-four (24) consecutive hours, then Elsevier shall extend the term of the Agreement for corresponding period at no additional cost to the Subscriber. If Elsevier is unable to provide the Subscriber with access to the service for a period exceeding five (5) consecutive days, then Elsevier shall refund to the Subscriber the amount of the Fees calculated by dividing the number of days of downtime by 365 and multiplied by the amount of the Fees for the then current year. The remedy provided herein is in addition to and not exclusive of any other rights and remedies that the Subscriber may have under this Agreement and at law or in equity.

2.3 *Withdrawal of Content.*

Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing.

2.4 *Usage Data Reports.*

Elsevier will provide the aggregate usage data reports on the Subscriber's usage activity by email upon request on a monthly basis. Elsevier shall remove any personal data possibly included within the data reports prior delivering the report. Such reports (i) may without prior permission of Elsevier be shared with the Czech Ministry of Education, Youth and Sports upon that Ministry's request solely for the purpose of an application for or control of funding granted by the Ministry to the Subscriber and the Subscriber's obligation to make such data available to that Ministry and (ii) may be accessed by vendors or other third parties retained by the Subscriber only with the express written permission of Elsevier, which shall not be unreasonably withheld, and for the purpose of usage analysis of the Subscriber. Elsevier will maintain as confidential and not disclose to any third party any search or other usage data except in aggregated, collective or anonymized form and as set forth in the Elsevier privacy policy applicable to the Subscribed Products at <https://www.elsevier.com/legal/privacy-policy>.

2.5 *Interoperability with Prevailing Web Browsers.*

Elsevier will use reasonable efforts to ensure that the Subscribed Products 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.

2.6 *Federated Search.*

Subscriber may construct a federated search interface to enable federated searching of the Subscribed Products by Subscriber and its Authorized Users. The terms and conditions of federated searching shall be governed by a separate federated search gateway agreement to be entered into between Elsevier and the Subscriber and its Institutions.

SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

3.1 *Authentication.*

Access to the Subscribed Products will be authenticated by the use of Internet Protocol ("IP") address(es) and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials, as identified on Schedule 2. Access to the Subscribed Products by Authorized Users who are Walk-in Users is permitted provided that access is limited to fixed terminals/workstations/personal computers/electronic devices owned or approved by Subscriber (the approval is necessary in case the individual brings his own computer / laptop / electronic device) at the Sites only. Remote access to the Subscribed Products by Walk-in Users is not permitted. The distribution of usernames/passwords and other access credentials to such Authorized Users or otherwise made

discoverable by those Authorized Users is not permitted.

3.2 *Protection from Unauthorized Access and Use.*

The Subscriber will:

- § take appropriate measures to protect against the misuse or unauthorized access, whether by the Subscriber or any third party, through or to (a) the Subscriber's credentials used to access the Subscribed Products; and (b) the Subscribed Products and/or information derived therefrom;
- § manage identification, use, access and control of all credentials used to access the Subscribed Products in an appropriately secure manner, including, but not limited to, by:
 - limiting access to and use of the Subscribed Products to Authorized Users and notifying all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
 - issuing any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulging any passwords or credentials to any third party, and notifying all Authorized Users not to divulge any passwords or credentials to any third party; and
 - providing true, complete and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by each Subscriber (including, if requested by Elsevier, written confirmation by the relevant third party internet service provider) and proactively informing Elsevier of any changes to each Subscriber's IP addresses, including the addresses no longer being used exclusively by each Subscriber.
- § immediately deactivate any credentials when no longer needed or where access presents a security risk;
- § implement and maintain its own appropriate program for credentials management and ensure access to the Subscribed Products via such credentials is reviewed on an appropriate basis; and
- § promptly upon discovering itself, or being notified by Elsevier or a third party, that there has been unauthorized use of the Subscribed Products or a security issue permitting unauthorized use, Subscriber will take appropriate steps to end such activity and to prevent any recurrence, including, but not limited to, implementing required updates and configuration where needed to rectify the issue. When notified by a third party or upon discovering the unauthorized use directly, Subscriber must promptly notify Elsevier of the unauthorized use. Subscriber will cooperate with Elsevier and share information, subject to any applicable confidentiality or nondisclosure obligations, concerning the unauthorized use or security issue.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Subscriber suspend the access from where the unauthorized use occurred upon notice to the Subscriber. The Subscriber will not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof. The Subscriber will be responsible for the adherence to the terms and conditions of this Agreement by a third party provider the Subscriber engages, in particular, if such third party provider supplies and manages IP addresses.

3.3 *Security Requirements.*

The Subscriber agrees that the Subscriber will have in place documented policies and procedures, which will be reviewed by the Subscriber periodically, and if appropriate, tested and updated, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration,

disclosure, storage, destruction and control of information. The Subscriber will promptly notify Elsevier if it determines that there has been a failure of such safeguards if such failure results in a compromise of the confidentiality or security of any Elsevier Content provided hereunder and cooperate with Elsevier's reasonable requests surrounding such failure, including taking appropriate steps to end such activity and to prevent any recurrence. For the purpose of this Section 3.3, "Elsevier Content" means any material or information which Elsevier provides or makes available to the Subscriber in connection with the Subscribed Products and performance of this Agreement. The Information Security Requirements and Audit Rights set out in Annex A to Schedule 1 will apply to Subscribers applying the TDM for academic research purposes. In addition, and subject to the rights granted in this Agreement, upon termination, Subscriber will promptly and permanently delete all copies (including back up copies) of the Subscribed Product and document the same to Elsevier's reasonable satisfaction, except for those copies of articles from the Subscribed Product that are to be retained solely for purposes of scientific research, including the verification of research results.

SECTION 4. FEES AND PAYMENT TERMS.

The Lead Institution will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within one hundred and fifty (150) days of date of invoice. Notwithstanding the aforementioned, the Fees due for each year of the Term shall not be payable by Lead Institution before [REDACTED] of the then current year. Late payments will be subject to interest charges of [REDACTED] per month on the unpaid balance. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Lead Institution will be liable for any such taxes in addition to the Fees. Any sum to be paid by the Lead Institution to Elsevier under this Agreement will be paid by way of transfer to Elsevier's bank account [REDACTED]

All the prices (the fees) under this Agreement are set forth as final, unchangeable and the maximum allowable and cover and include all activities relating to the performance under the Agreement. Elsevier may not charge any additional costs or expenses to the Subscriber. For the avoidance of doubt, any addition of new institutions to this Agreement will be subject to additional fees under this Agreement, which will be mutually agreed in an amendment to this Agreement.

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 Lead Institution either originally or electronically to the e-mail address [REDACTED]. The invoice shall include a reference to the Subscribed Products pursuant to this Agreement. The Lead Institution will be charged local value added tax (VAT), based on the Lead Institution's place of establishment, unless the Lead Institution is a foreign relevant business person and provides to Elsevier its VAT Identification Number. The Subscriber will promptly notify Elsevier of any changes to its VAT Identification Number or VAT status. Elsevier may charge the Lead Institutions any VAT, fines, penalties, interest and other costs that Elsevier may incur as a result of incorrect VAT information.

Each party shall bear its own costs in connection with this Agreement. The bank fees for the bank transfer are shared between the parties.

The Lead Institution may cover the invoice partially if an Institution did not provide its financial contribution in time. In the event of such incomplete payment, the Lead Institution will notify Elsevier in writing of the intended difference no less than ten (10) days prior to the due date and will specify the Institution that failed to provide its financial contribution in time. In such case the Lead Institution is not in delay with the payment and Elsevier may suspend access to the Subscribed Products to this Institution in delay with providing its financial contribution without incurring liability from this suspension. The suspension of access to this Institution can last until the fee is completely paid in full.

Elsevier and the Consortium acknowledge that the Fees payable under this Agreement are not in the nature of royalties and consequently no withholding tax should be applied to the Fees unless explicitly required

by applicable tax law.

SECTION 5. DURATION.

5.1 *Term.*

5.1.1 *Annual Year Term.*

For Institutions opting for an Annual Year Term as specified in Schedule 1, table A, this Agreement becomes valid on the date of execution by the parties to this Agreement. This Agreement takes effect on the date of publication in the Czech Register of Contracts or on 1 January 2025 (whichever occurs later) and continue until 31 December 2025 (“Initial Term”). The parties to this Agreement declare that should the Agreement take effect after 1 January 2025, they will commence to perform their obligations and Elsevier provides access to the Subscribed Products as of 1 January 2025, i.e. before the commencement of this Agreement due to the necessity of access to the Subscribed Products of 1 January 2025, to the Subscriber and Authorized Users in the full scope of the authorization stipulated herein. The Fees set forth in Schedule 1 are agreed with regards to this availability of Subscribed Products. Performance of the Elsevier’s obligation to make the Subscribed Products available before the Agreement takes effect shall be considered entirely as a performance according to and in compliance with this Agreement.

5.1.2 *Multi Year Term.*

For Institutions opting for a Multi-Year Term as specified in Schedule 1, table B, this Agreement becomes valid on the date of execution by the parties to this Agreement. This Agreement takes effect on the date of publication in the Czech Register of Contracts or on 1 January 2025 (whichever occurs later) and continue until 31 December 2027 (“Initial Term”). The parties to this Agreement declare that should the Agreement take effect after 1 January 2025, they will commence to perform their obligations and Elsevier provides access to the Subscribed Products as of 1 January 2025, i.e. before the commencement of this Agreement due to the necessity of access to the Subscribed Products of 1 January 2025, to the Subscriber and Authorized Users in the full scope of the authorization stipulated herein. The Fees set forth in Schedule 1 are agreed with regards to this availability of Subscribed Products. Performance of the Elsevier’s obligation to make the Subscribed Products available before the Agreement takes effect shall be considered entirely as a performance according to and in compliance with this Agreement.

5.2 *Renewal.*

After the Initial Term as defined in section 5.1.1 and 5.1.2, this Agreement may be renewed upon mutual agreement of the parties in writing for an additional one-year term(s) (“Renewal Term”), subject to appropriate adjustments to Schedule 1. The Initial Term and each Renewal Term are collectively the “Term”.

5.3 *Early Termination Due to Insufficient Budgetary Allotment from Government.*

The Lead Institution may terminate this Agreement in writing within 90 days if sufficient funds are not provided or allotted in future government-approved budgets of the Subscriber (or reasonably available or expected to become available from other sources at the time the Subscriber’s payment obligation attaches) to permit the Subscriber, in the exercise of its reasonable administrative discretion, to continue this Agreement. After termination pursuant to this section 5.3 the Subscriber shall be due to pay the prorated Fees relating to the period prior to termination.

5.4 *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 affected. If the material breach is not cured within the thirty (30)-day period, the non-breaching party shall have the right to terminate the Agreement with a written notice entirely, however, if such material breach would concern or relate merely a certain Institution or Institutions, Elsevier has the right to terminate the Agreement only or partially with respect to this or these Institutions if the material breach arose only due to this particular Institution. 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.

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 Warranties.

Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

6.2 Indemnities.

Elsevier will indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Subscriber will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation will survive the termination of this Agreement.

6.3 Disclaimer.

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED "AS IS" AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBSCRIBED PRODUCTS AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 Limitation of Liability.

Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, nor will the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

6.5 Liability for Gross Negligence/Wilful Misconduct.

Notwithstanding the limitation of liability set forth in Section 6.4 above, Elsevier may be liable for damages incurred by the Subscriber as a direct result of Elsevier's gross negligence or wilful misconduct in providing the Subscribed Products.

SECTION 7. GENERAL.

7.1 Force Majeure.

Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) that prevents it from fulfilling its obligations under this Agreement (any such circumstances being "Force Majeure") will be deemed a breach of this Agreement. The parties agree that the departure of one or more members of the Euro zone will not, in and of itself, be a "circumstance beyond its control" and will not have the effect of discharging or excusing performance of (any obligation under) this Agreement. Notwithstanding the foregoing, a party's financial inability to perform its obligations will in no event constitute a Force Majeure.

7.2 *Severability.*

The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

7.3 *Entire Agreement.*

This Agreement contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders or Subscriber terms, written or oral, between the parties with respect to the subject matter contained herein.

7.4.1 *Modification.*

No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties, except for changes proposed by the Subscriber reflecting substituted titles, IP addresses, authentication mechanisms, invoicing and contact address details which may be confirmed by Elsevier in an email notice sent to the Subscriber.

7.4.2 The Subscriber, 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 Institutions, i.e. for the purpose of accommodating additional Potential Participating Institutions with whom the Subscriber has entered into a central procurement agreement and, a list of which is provided in Schedule 1. This reservation will be effected, as the case may be, by means of an amendment to this Agreement based on the interest of the Potential Participating Institutions mentioned in the preceding sentence in receiving performance under this Agreement. The parties may include the price for the subscriptions for the Potential Participating Institutions in Schedule 1.

7.5 *Assignment.*

The Subscriber will not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent will not unreasonably be withheld.

7.6 *Privacy.*

The Lead Institution shall not transfer or provide any personal data of Authorized Users to Elsevier.

To the extent that the Subscriber or its Authorized Users provide any personal data to Elsevier during account registration or otherwise, the parties acknowledge and agree that such information will be processed by Elsevier in accordance with the Elsevier privacy policy at <https://www.elsevier.com/legal/privacy-policy> and the Elsevier Data Processing Addendum at <https://www.elsevier.com/legal/data-processing-terms> (“DPA”) created and applied solely by Elsevier and independently of Lead Institution and in accordance with applicable data protection laws. Without any prejudice to the above, the parties acknowledge and agree that each party acts as an independent controller of any personal data shared or otherwise processed under this Agreement and has complied and will comply with its obligations under the Data Protection Laws. Terms used but not defined in this section shall have the meanings ascribed to them in the DPA.

7.7 *Notices.*

All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.

If to Elsevier: Elsevier B.V., Radarweg 29, 1043 NX Amsterdam, The Netherlands.

If to the Lead Institution: National Library of Technology, Technická 2710/6, 160 80 Praha 6 - Dejvice, Czech Republic. E-mail: [REDACTED]

7.8 *Confidentiality.*

The Subscriber and its employees, officers, directors and agents will maintain as confidential and not

disclose to any non-affiliated third party without Elsevier's prior written consent the financial terms and commercial conditions of this Agreement. Elsevier may only disclose such information (i) to applicable service providers to the extent necessary to perform their functions in support of this Agreement and (ii) where reasonably necessary to address security, safety, fraud or other legal issues. The confidentiality obligation does not apply to information which:

- must be disclosed in the Czech Register of Contracts, except for personal information, trade secrets and sensitive information that shall be blacked out in the relevant publication of the contract, as permitted by the applicable law and to the extent required by Elsevier;
- which has been a matter of public domain as of the date of the disclosure thereof;
- which has become or will become publicly known or available otherwise than through the breach of the obligations of the disclosing party, its employees, subcontractors, advisers or consultants resulting from this Agreement;
- which has been disclosed based on an obligation resulting from the generally binding legal regulations or a final decision of courts or public authorities; and
- to the disclosure of which the other party has granted an explicit written consent to the disclosing party.

7.9 *Compliance with Laws.*

Each party will comply with all applicable laws and regulations relating to its duties and obligations under this Agreement. Elsevier reserves the right to deny access to the Subscribed Products to any person or entity who is prohibited from receiving such access based on any applicable export control and trade sanctions laws or embargo programs.

7.10 *Execution.*

This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures.

Each party declares that the electronic execution is valid and effective in the jurisdiction the party executes the Agreement.

7.11 *Power of Attorney.*

Each Institution has authorized the Lead Institution to enter into this Agreement on its behalf and to enforce this Agreement against it. The Lead Institution represents and warrants that the Institutions acknowledge and agree to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement. The Lead Institution will inform each individual Institution specified in Schedule 2 of the terms and conditions of access.

7.12 *Governing Law*

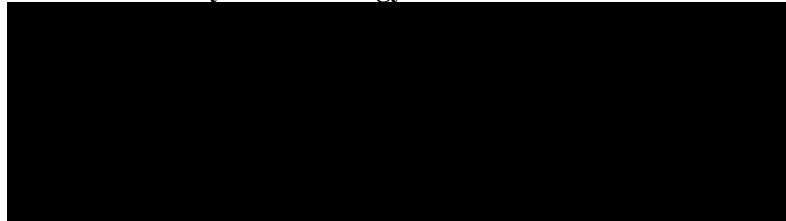
This Agreement shall be interpreted and construed according to, and governed by, the laws of the Czech Republic, in particular by the Act No. 89/2012 Coll., the Civil Code, as amended, excluding any such laws that might direct the application of the laws of another jurisdiction.

7.13 *Audit Rights*

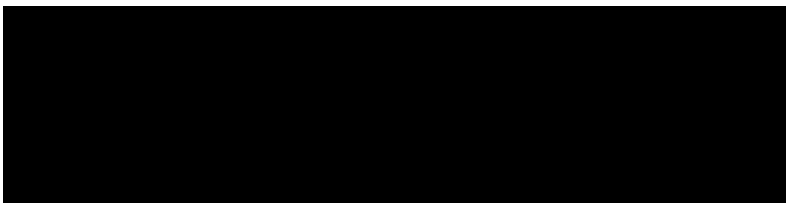
Elsevier will maintain complete and accurate records pertaining to the products and services provided under this Agreement during the Term of this Agreement and for a period of three (3) years thereafter. Elsevier will make available the records of expenses directly relating to this Agreement once per year during regular business hours, on giving thirty (30) days' prior written notice to Elsevier, for inspection by a duly authorized and certified auditor of the Subscriber. The Subscriber will be solely responsible for the costs of hiring such auditor.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

National Library of Technology



ELSEVIER B.V.



No. 1-23830466789, 1-23830467077, 1-23830467084, 1-23830463819, 1-23830458120, 1-23777975163, 1-23867875018, 1-23867880941

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1

Subscribed Products/Access/Fees

No. 1-23830466789, 1-23830467077, 1-23830467084, 1-23830463819, 1-23830458120, 1-23777975163, 1-23867875018, 1-23867880941

TABLE A:

Subscribed Products – publisher		Access	2025 EUR
SciVal®– Elsevier B.V.		scival.com	
ECR-246425	Brno University of Technology		
ECR-246421	Masaryk University		
ECR-246444	Palacky University Olomouc		
ECR-246451	VSB - Technical University of Ostrava		
TOTAL FEES			

TABLE B:

Subscribed Products – publisher		Access	2025 EUR	2026 EUR	2027 EUR
SciVal®– Elsevier B.V.		scival.com			
ECR-246469	Charles University				
ECR-63934	Institute for Clinical and Experimental Medicine				
ECR-55047	University of Chemistry and Technology, Prague				
ECR-246470	Czech Technical University in Prague				
TOTAL FEES					

TOTAL FEE 2025-2027: € 717,768.99

Potential Participating Institutions

Per Section 7.4.2, the below Potential Participating Institutions may have access under this Agreement, solely when such Potential Participating Institution is added as an Institution to Schedule 2 by means of a signed amendment to this Agreement, and appropriate additional fees are agreed between Elsevier and the Consortium.

Fees 2026-2027 for potential Institutions in table A:

		2026 EUR	2027 EUR
Brno University of Technology	1-year agreement		
	2-years agreement		
Masaryk University	1-year agreement		
	2-years agreement		
Palacky University Olomouc	1-year agreement		
	2-years agreement		
VSB - Technical University of Ostrava	1-year agreement		
	2-years agreement		

Fees 2025-2027 for potential newcomers:

Czech Science Foundation	1-year agreement		
	2-years agreement		
Czech University of Life Sciences Prague	1-year agreement		
	2-years agreement		
Library of the Czech Academy of Sciences	1-year agreement		
	2-years agreement		
Mendel University in Brno	1-year agreement		
	2-years agreement		
Moravian-	1-year agreement		

Silesian Research Library in Ostrava	2-years agreement
Office of the Government of the Czech Republic	1-year agreement
	2-years agreement
Prague University of Economics and Business	1-year agreement
	2-years agreement
Silva Tarouca Research Institute for Landscape and Ornamental Gardening	1-year agreement
	2-years agreement
St. Anne's University Hospital Brno	1-year agreement
	2-years agreement
Tomas Bata University in Zlín	1-year agreement
	2-years agreement
University Hospital Brno	1-year agreement
	2-years agreement
University of Hradec Králové	1-year agreement
	2-years agreement
University of Ostrava	1-year agreement
	2-years agreement
University	1-year agreement

of Pardubice	2-years agreement	
University of South Bohemia in České Budějovice	1-year agreement	
	2-years agreement	
University of West Bohemia	1-year agreement	
	2-years agreement	

Potential Participating Institution (Czech)	Potential Participating Institution (English)
Vysoké učení technické v Brně	Brno University of Technology
České vysoké učení technické v Praze	Czech Technical University in Prague
Masarykova univerzita	Masaryk University
Univerzita Palackého v Olomouci	Palacky University Olomouc
Vysoká škola báňská - Technická univerzita Ostrava	VSB - Technical University of Ostrava

ELSEVIER SUBSCRIPTION AGREEMENT
Annex A to Schedule 1
INFORMATION SECURITY REQUIREMENTS AND AUDIT RIGHTS FOR SUBSCRIBERS
OR ITS AUTHORISED USERS APPLYING THE TDM FOR ACADEMIC RESEARCH
PURPOSES

1. Subscriber's Information Security Program.

A. Subscriber shall implement and document appropriate policies and procedures (1) covering its administrative, physical and technical safeguards and (2) relevant to access, use, loss, alteration, disclosure, storage, destruction and control of information that are measured against objective standards and controls ("Subscriber's Information Security Program"). Subscriber shall, without undue delay, remediate any deficiencies identified in Subscriber's Information Security Program.

B. The Subscriber's Information Security Program shall, at a minimum (1) address risks presented by processing, including risks associated from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Elsevier Data transmitted, stored or otherwise processed (2) account for known and reasonably anticipated threats and continually monitor for new threats; (3) meet or exceed industry best practices for which, among other items, address the nature, scope, context and purposes of processing and the risks associated with the severity for the confidentiality and integrity of Elsevier Data and (4) include all appropriate technical and organizational measures ensuring a level of security appropriate to the risk, including as appropriate, (i) ensuring the confidentiality, integrity, availability and resilience of the systems associated with the storage and processing of Elsevier Data and (ii) such technical and organizational measures are regularly tested, assessed, and evaluated for effectiveness to guarantee the security of the data and processing activities as they relate to Elsevier Data:

C. Subscriber shall review all its Restricted and Authorized Users and ensure their access to Elsevier Data does not create: (1) an unacceptable risk of misuse or (2) inappropriate access to such information ("Personnel Reviews"). Subscriber shall ensure the substance and manner of any Personnel Reviews. Personnel Reviews shall conform to all applicable laws. If Subscriber at any time becomes aware that a Restricted or Authorized User to whom Subscriber has granted access to the services creates a risk, Subscriber will determine the User's suitability to continue to access the services, or information derived therefrom, under this Agreement and, if appropriate, will terminate such access.

2. Subscriber Data Breach.

Subscriber has in place documented, tested and updated incident handling procedures which shall comply with all applicable laws.

In addition to, and not in lieu of, the obligations in this Agreement between the Parties, if Subscriber learns or has reason to believe that user IDs, the services, or any information to which Subscriber otherwise has access under the Agreement, has led to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Elsevier Data transmitted, stored or otherwise processed (a "Subscriber Data Breach"), Subscriber will:

- notify Elsevier immediately and within seventy-two (72) hours if practicable, but in all cases without undue delay, of confirmation of the Subscriber Data Breach. Notice shall be provided via email to security@elsevier.com;
- provide to Elsevier a reasonable summary of the circumstances surrounding such Subscriber Data Breach;
- co-operate reasonably with Elsevier's requests for information regarding such Subscriber Data Breach;
- without undue delay investigate the situation;

- obtain written consent from Elsevier, not to be unreasonably withheld, prior to disclosing Elsevier or the services to any third party in connection with the Subscriber Data Breach;
- provide all proposed third party notification materials, if such materials will identify Elsevier products or its services, to Elsevier for review and approval, such approval not to be unreasonably withheld or delayed.

In the event of a Subscriber Data Breach, Elsevier may, in its sole discretion, take immediate action, including suspension or termination of Subscriber's account, without further obligation or liability of any kind.

3. Elsevier Audit Rights.

Subscriber agrees that Elsevier may periodically, but not more than once per calendar year unless a documented Subscriber security vulnerability arises, review, with reasonable notice, Subscriber's Information Security Program including its facilities, policies and procedures, and all relevant documentation, including logs, practices and operations. All reviews will be at Elsevier's expense. If there is any failure to co-operate with Elsevier, or if any review reveals the lack of a compliance with the terms and conditions of this Agreement, Elsevier may deny or limit access to the services and will be under no obligation to reduce the fees payable by Subscriber to the extent that it is unable to provide the services, and may, at its discretion pursue legal action.

3. Liability.

For compliance or non-compliance with this Annex A to Schedule 1 is exclusively liable the particular Subscriber and/or the Authorized User applying the TDM for academic purposes.

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 2
Sites/Authentication/Contacts

Consortium: CzechELib Consortium

#	SIS ID	Account	Address	Contact	Email	IP ranges
1	ECR-246425	Brno University of Technology	Antonínská 548 1 Brno 601 90 Czech Republic			IPv4: 147.229.0.0-147.229.255.255
2	ECR-246469	Charles University	Ovocný trh 560/5, Prague 116 36, Czech Republic			IPv4: 78.128.(160-208).(0-255) 78.128.(209-209).(0-127) 78.128.(214-214).(66-67) 193.84.(55-63).(0-255) 195.113.(0-62).(0-255) 195.113.(63-63).(0-97) 195.113.(63-63).(99-255) 195.113.(89-93).(0-255) 195.113.(114-117).(0-255) 195.113.(130-131).(0-255) 195.113.(149-149).(132-135) 195.113.(149-149).(176-183) 195.113.(187-187).(248-253) 195.113.(189-189).(0-255) 195.113.(223-223).(0-255) 195.113.(229-229).(0-255) 195.113.(236-236).(0-255) 195.113.(242-242).(224-231) 195.113.(245-245).(0-255) 78.128.(214-214).(96-111) 193.84.(53-53).(0-255) 195.113.(180-180).(160-167) 195.113.(186-186).(128-167) 195.113.(64-69).(0-255) IPv6: 2001:718:4::/48 2001:718:1200:7::/64 2001:718:1201::/48 2001:718:1207::/48 2001:718:1e03::/48 2001:718:2401::/48 2001:718:0:4::/64 2001:718:18::/48 2001:718:1e00::/48 2001:718:2400:8001::/64 2001:718:1200:1::/64 2001:718:2400:1::/64
3	ECR-246470	Czech Technical	Zikova 4, Prague, 166			IPv4: 147.32.(0-255).(0-255)

		University in Prague	36, Czech Republic		IPv6: 2001:718:2::/48
4	ECR-63934	Institute for Clinical and Experimental Medicine	Videnska 1958/9, Prague, 140 21, Czech Republic		IPv4: 195.113.(187-187).(93-93) 212.67.(92-92).(35-35)
5	ECR-246421	Masaryk University	Žerotínovo nám. 617/9, Brno, 601 77 Czech Republic		IPv4: 147.251.0.0-147.251.49.35 147.251.49.37-147.251.255.255 IP v6: 2001:718:801::/48
6	ECR-246444	Palacky University Olomouc	Křížkovského 511/8, Olomouc, 771 47, Czech Republic		IPv4: 158.194.0.0-158.194.255.255
7	ECR-55047	University of Chemistry and Technology, Prague	Technická 5, Prague, 166 28, Czech Republic		IPv4: 147.33.(0-255).(0-255)
8	ECR-246451	VSB - Technical University of Ostrava	17. Listopadu 2172/15, 708 00, Ostrava - Poruba, Czech Republic		IPv4: 158.196.0.0 - 158.196.255.255

Estimated total number of Authorized Users for SciVal: [REDACTED]

For the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (including without limitation companies that are owned wholly or in part by, or affiliated with, the Subscriber) are not Sites, unless expressly stated above.

Delegated Authentication Mechanism: Shibboleth

Institutions may be added to or removed from Schedule 2 provided that written notice is given by the Lead Institution to Elsevier by 1 August prior to the start of the next calendar year of the term hereof and subject to an appropriate recalculation of the fees for any added or removed Institutions.

The Lead Institution will promptly notify Elsevier of any material changes in the number of relevant Authorized Users, which changes may result in Elsevier terminating the Agreement at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the Term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

Primary Contact

Name:

Title:

Name/Address (if different from Section 7.7):

E-mail:

Phone:



Billing Contact

Name:

Title:

Name/Address (if different from Section 7.7):

E-mail:

Phone:



The Lead Institution will promptly notify Elsevier of any changes to any of the contact information above.