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# STANDARD LICENSE AGREEMENT

## THE NATIONAL LIBRARY OF TECHNOLOGY

AND

## SUWECO CZ, S.R.O

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Name: **The 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

(hereinafter referred to as the "**Licensee**")

and

Name: **Suweco CZ, s.r.o**

Seat: Sestupna 153/11, 162 00 Praha 6

Identification number: 25094769,

Other details: registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 49215

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holdings report that will specify the titles included in the Licensed Materials for the next Subscription Period (as specified in Section 9.3 of this Agreement). The Distributor shall use reasonable efforts ensure that the Publisher will use reasonable efforts to update itemized holdings reports as soon as is practicable when the holdings information changes, and will provide this information to the Licensee and to the Participating Institutions. If the Licensed Materials include content covered by the NISO Knowledge Bases And Related Tools (KBART) Recommended Practice,<sup>2</sup> the Distributor or the Publisher will provide itemized holdings lists for the Licensed Materials in a KBART-compliant format, including a column/field for dates (YYYY-MM) of additions.

- 7.21 **Usage Statistics.** The Distributor shall ensure that the Publisher will provide access to both composite system-wide use data and itemized data for the Licensee, the Participating Institutions, on a monthly basis. The statistics shall meet or exceed the most recent project Counting Online Usage of NeTworked Electronic Resources ("COUNTER") Code of Practice Release,<sup>3</sup> including but not limited to its provisions on customer confidentiality. When a release of a new COUNTER Code of Practice is issued, the Distributor shall ensure that the Publisher will comply with the implementation time frame specified by COUNTER to provide usage statistics in the new standard format. It is more than desirable that the Standardized Usage Statistics Harvesting Initiative (SUSHI) Protocol<sup>4</sup> is available for the Licensee to harvest the statistics.
- 7.22 Neither the Distributor nor the Publisher shall provide the Licensee's usage statistics in any form to any third party without the Licensee's prior written consent, unless the third party owns rights in the Licensed Materials; or is under contract with the Publisher in the regular course of delivery and maintenance of the Licensed Materials with a need to know. In such case the Distributor shall contractually obligate that the usage statistics will not be provided to any other third party. The Distributor shall not provide and shall ensure that the Publisher will also not provide usage statistics of any Participating Institution in any form to any third party (with the exception of the Licensee) without the Participating Institution's prior written consent, unless the third party owns rights in the Licensed Materials or processes the usage statistics for Publisher as a contractor unless specifically required by law or as necessary for delivery of the Publisher's products and services under this Agreement.
- 7.23 **Confidentiality of Personally Identifiable Information (Personal Data).** The Distributor agrees and will oblige the Publisher to agree 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 16.1 of this Agreement). If the Distributor or

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<sup>2</sup> <http://www.niso.org/workrooms/kbart>

<sup>3</sup> [http://www.projectcounter.org/code\\_practice.html](http://www.projectcounter.org/code_practice.html)

<sup>4</sup> <http://www.niso.org/workrooms/sushi/>



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.

7.24 **Notice of the Use of Digital Rights Management Technology.** Intentionally omitted.

7.25 **Use of Digital Watermarking Technology.** Intentionally omitted.

7.26 **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.

7.27 **Branding.** If commercially possible, the Distributor will allow and shall ensure that the Publisher will allow the Licensee and the Participating Institutions to brand the Publisher's platform with the name of the Licensee and/or the Participating Institutions Sites' at the Licensee's or the Participating Institutions' own discretion.

7.28 **MARC Records.** Intentionally omitted.

7.29 **Open Access Option.** The Distributor use reasonable efforts to ensure that the Publisher will also undertake to keep the Licensee informed of any alternative business models during the term of this Agreement, including but not limited to business models taking into account both journal subscriptions and Article Processing Charges for Open Access publishing in so-called hybrid journals. Should the Parties and Publisher agree to switch to any such alternative business model, the Parties will formalize the new business model by concluding a separate contract or a respective addendum to this Agreement.

7.30 The Distributor recognizes and acknowledges that changes in statutory regulations may impact the terms and conditions of this Agreement. In the event of any obligatory statutory changes that affect the rights or obligations hereunder, the Distributor agrees to renegotiate the terms of this Agreement to the necessary extent to ensure compliance with such statutory changes.

## 8. Licensee Performance Obligations

- 8.1 **License Terms Notification.** The Licensee shall ensure that the Participating Institutions are obliged 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 is obliged to ensure that the Participating Institutions shall be responsible to restrict access to the Licensed Materials to the Authorized Users as provided for herein this Agreement. The Licensee shall ensure that the Participating Institutions agree to notify the Authorized Users and Walk-ins of the relevant conditions for accessing the Licensed Materials. The Licensee shall secure that the Participating Institutions further agree to notify the Distributor (who, in turn, shall immediately notify Publisher) of any infringements of copyrights or unauthorized use or violations of this Agreement of which they become aware. The Licensee shall secure that the Participating Institutions will cooperate with the Distributor and the Publisher in investigating any unauthorized uses and in taking reasonable steps to prevent a reoccurrence.
- 8.3 **Maintaining Confidentiality of Access Passwords.** Intentionally omitted.
- 8.4 The Licensee shall undertake to ensure and guarantee that the Participating Institutions will comply with the terms of this Agreement and will use the Licensed Materials in accordance with the license terms set out in this Agreement and will observe proper fulfilment of the 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. Licensee is obliged to ensure that Participating Institutions will be responsible for taking all reasonable actions and shall ensure compliance of Participating Institutions to the terms and conditions of this Agreement, including any violation of the Publishers's rights stipulated herein as a result of the activity or inactivity of the Participating Institutions.

## 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 ("**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

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## 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 2027 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 forty-five(45) 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. The Licensee may also terminate this Agreement, even partially with respect to particular Participating Institution or Participating Institutions, with a notice period of 60 days before the end of the respective Subscription Period in case tariffs on services are introduced. Such termination is 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. In the event of such termination of this Agreement, the Licensee and Participating Institutions shall maintain their perpetual right to the Licensed Materials under fully paid Subscription Periods, subject to Section 12 of this Agreement.
- 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 sixty (60) 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 sixty (60)-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 will use the best efforts to ensure the Publisher will terminate the access 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), subject to Section 12 of this Agreement. In addition, authorized copies of the Licensed Materials made by the Authorized Users 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 for a material breach by the Distributor or Publisher, 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.
- 11.5 **Termination for closure/merger of Participating Institution.** In the event that any Participating Institution undergoes a merger, dissolution, division, spin-off or other corporate transformation during the term of this Agreement, the Licensee shall be entitled to terminate the Agreement for such Participating Institution by delivering a written notice of termination to the Distributor. The termination of this Agreement for such Participating Institution shall become effective at the end of the current Subscription Period in which the notification on termination has been delivered to the Distributor (i.e. on the last day of the respective calendar year). The Licensee is obligated to promptly notify the Distributor of such an event. Since the termination becomes effective at end of the respective Subscription Period, no refund of the Fee shall be due from the Distributor for the respective Subscription Period.
- 11.6 **Termination in the event of dissolution of a Participating Institution without a legal successor.** In the event that any Participating Institution is dissolved without a legal successor during the term of this Agreement, this Agreement shall automatically terminate with respect to that Participating Institution on the date of such dissolution. The Licensee shall notify the Distributor of this fact of dissolution of the Participating Institution. In the event the Licensee has already entirely paid the Fee in the respective Subscription Period, no refund shall be due from the Distributor. In the event the Fee has not yet been paid entirely by the Licensee in the respective Subscription Period, the Fee shall be automatically reduced by the pro rata amount corresponding to the dissolved Participating Institution and for the extent of the Subscription Period which has been served, and the Licensee shall be obliged to pay only the reduced amount.

## 12. Perpetual Rights

- 12.1 **Perpetual Use.** The Publisher currently provides open, free electronic access to back issues of the Licensed Material, starting 12 months after publication of a Licensed Material issues. Should the Participating Institution cancel or fail to renew this Agreement, the Participating Institution will continue to have access to those Licensed Material journals from the purchased Publisher Licensed Material journals

published during the agreement period in question. The Publisher makes the commitment to enable the Participating Institutions to have perpetual access to the Licensed Material journal content subscribed to.

- 12.2 The Publisher is committed to the preservation of its Licensed Materials and is a participating member of LOCKSS. This ensures that the Licensed Materials will be preserved and permanently accessible for future generations to use and reference.

## 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 Intentionally omitted.

- 13.3 **Accessibility Requirements.** The Distributor shall use all reasonable efforts to ensure 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) 2.1 at level A<sup>5</sup>. The Distributor shall also promptly respond to and shall use reasonable efforts to resolve any complaint regarding accessibility of the Licensed Materials and shall use reasonable efforts to ensure that necessary measures are taken by the Publisher, if necessary. The Distributor recognizes and acknowledges that a Directive "European Accessibility Act" is going to be transposed by the Member States of the European Union into their national legal systems. The Distributor therefore agrees to shall use reasonable efforts to ensure that Publisher shall comply with this law, once the provisions of this Directive become effective. This shall also apply in case of any other obligatory statutory changes.

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

## 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

- 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. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This Section shall survive the termination of this Agreement.
- 15.2 THE LICENSEE AND THE PARTICIPATING INSTITUTIONS AGREE TO INDEMNIFY, DEFEND AND HOLD THE PUBLISHER AND THE DISTRIBUTOR HARMLESS FROM AND AGAINST ANY LOSS, DAMAGE, COSTS, LIABILITY AND EXPENSES (INCLUDING REASONABLE LEGAL AND PROFESSIONAL FEES) ARISING OUT OF ANY CLAIM OR LEGAL ACTION TAKEN AGAINST THE PUBLISHER RELATED TO OR IN ANY WAY CONNECTED WITH ANY USE OF THE LICENSED MATERIALS BY THE LICENSEE OR THE PARTICIPATING MEMBERS OR THE AUTHORIZED USERS OR ANY FAILURE BY THE LICENSEE AND THE PARTICIPATING INSTITUTIONS TO PERFORM ITS OBLIGATIONS IN RELATION TO THIS AGREEMENT, PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL MAKE THE LICENSEE AND THE PARTICIPATING INSTITUTIONS LIABLE FOR BREACH OF THE TERMS OF THIS AGREEMENT BY ANY AUTHORIZED USER PROVIDED THAT THE LICENSEE AND THE PARTICIPATING INSTITUTIONS DID NOT CAUSE, KNOWINGLY ASSIST OR



CONDONE THE CONTINUATION OF SUCH BREACH TO CONTINUE AFTER BECOMING AWARE OF AN ACTUAL BREACH HAVING OCCURRED.

- 15.3 The Publisher and the Distributor shall indemnify and hold harmless the Licensee and the Participating Institutions for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from any third party claim that alleges copyright infringement or other intellectual property infringement arising from the use of the Licensed Materials by the Licensee and the Participating Institutions or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This Section 15 shall survive the termination of this Agreement.
- 15.4 The Licensee shall ensure that each Participating Institution assumes sole responsibility for all use of the Licensed Materials and (the Licensee or the Participating Institution) agrees to indemnify and hold the Publisher harmless from any claim, liability, or loss arising from their unauthorized use.

## 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 undue 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 or 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 Intentionally omitted.

## 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.

## 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.

## 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, official data box 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 (3<sup>rd</sup>) business day following their proven posting if the delivery address is in the Czech Republic, and on the fifteenth (15<sup>th</sup>) 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: Suweco CZ, s.r.o
- Address of Distributor: Sestupna 153/11
- City of Distributor: Praha 6
- State of Distributor: Czech Republic
- Country of Distributor: Czech Republic
- Postal Code of Distributor: 162 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]

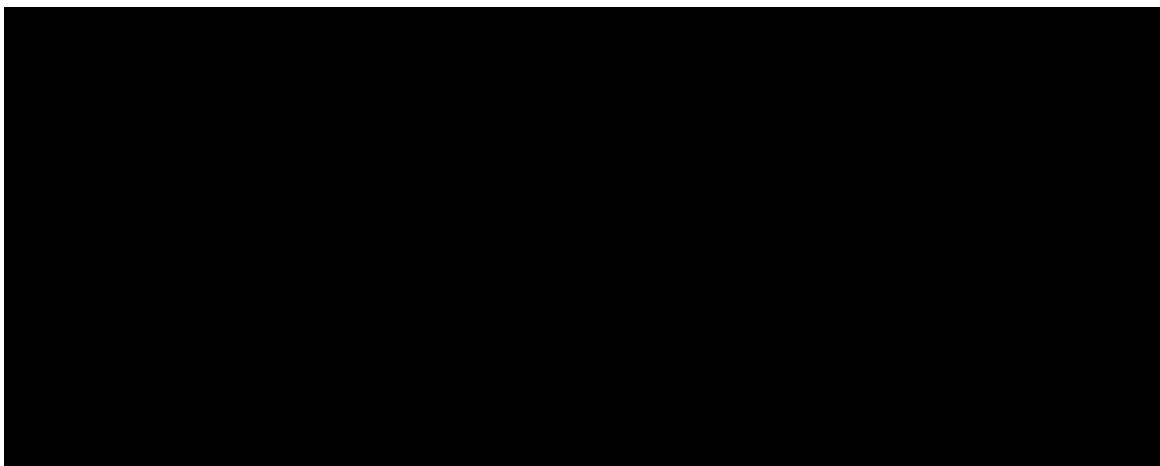
## 26. Execution

26.1 This Agreement itself shall be signed by the authorized signatory of the Distributor and the Licensee.

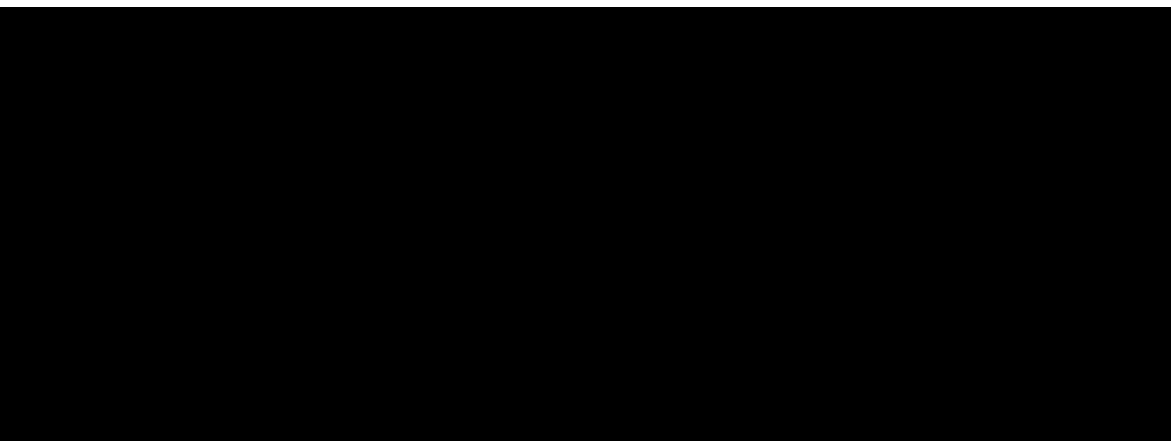
26.2 This Agreement is executed in electronic version and each Party receives one electronic counterpart.

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.

A large black rectangular redaction box covering the signature area of the first party.

Title: Director

A black rectangular redaction box covering the name of the first party.A large black rectangular redaction box covering the signature area of the second party.

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

## Appendix A: Business Terms

### Licensed Materials:

- Name Publisher American Association for Cancer Research
- URL for access to Licensed Materials <https://aacrjournals.org/>
- Number of titles: 9
- Dates covered, if applicable 2026 onwards
- Description The AACR is the authoritative source of information about advances in the causes, diagnosis, treatment and prevention of cancer. By accelerating the growth and spread of new knowledge about cancer, the AACR is on the front lines on the quest for prevention and cure.  
The AACR was founded in 1907 by a group of 11 physicians and scientists interested in research, “To further the investigation and spread the knowledge of cancer”. Today, the AACR accelerates progress toward the prevention and cure of cancer by promoting research, education, communication, and collaboration.

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**Agreement Term:** Effective Date – 31 December [2028]

**Access Conditions:** Unlimited simultaneous user system-wide access

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

### Fees and Negotiated Discounts:

Total Fee 2026-2028 License Fee / year: 117,140.00 USD without VAT

2026: [REDACTED]  
2027: [REDACTED]  
2028: [REDACTED]

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

### 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 2026 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.
4. The Fee for each commenced calendar year of the duration of this Agreement shall be paid in one payment within one invoice issued at the calendar year to which the fees relate with the following maturity:
  - Max 100% on 15 May of the given year for which the Licensed Materials are paid;
  - The above-mentioned maturity is applicable only if the invoice is delivered to the Licensee no later than fifteen (15) days before the stated maturity of the payment, i.e. by the 1<sup>th</sup> May of the given year;
  - If the invoice is delivered later, the due date 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.
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. In the event the invoice is issued by an EU-based Distributor or its EU-based subsidiary, the invoice shall also contain information that the reverse charge rules are maintained and followed. This duty does not apply to the Distributors based outside the EU or in the Czech Republic.
8. 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.

9. 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.
10. The Distributor is not entitled to require any advance payments under this Agreement.
11. 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 provisions of Section 12. – 14. of Payment Terms below apply to Distributor based in the Czech Republic.

12. 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.
13. 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.
14. 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:**

**Deeply Discounted Print (DDP) Titles:** Print subscriptions shall be optionally available to Participating Institutions at the following rates:

- Subscribed Titles:
- Unsubscribed Titles:

**APC Discounts:** Licensee's and Participating Institution's authors shall be eligible for the following discounts on open access Article Processing Charges ("**APC**") during the term of this Agreement:

- Eligibility: APC discounts shall be available in cases where a Licensee's and Participating Institution's author is the lead or corresponding author.
- Process:
- Discounts:
- Reporting: Distributor will report both OA authorship data, APC payments and discounts annually to Licensee.

## 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

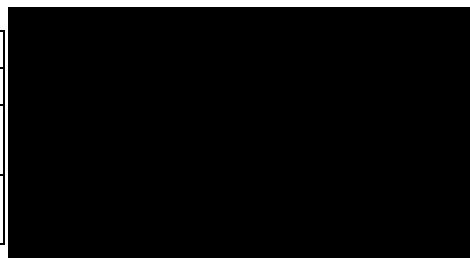
Institutions (Czech)	Institutions (English)	Curr.	Fee 2026, excl. VAT	Fee 2027, excl. VAT	Fee 2028, excl. VAT
Biotechnologický ústav AV ČR, v. v. i.	Institute of Biotechnology of the CAS	USD			
Ústav organické chemie a biochemie AV ČR, v. v. i.	Institute of Organic Chemistry and Biochemistry of the CAS	USD			
Masarykův onkologický ústav	Masaryk Memorial Cancer Institute	USD			
Masarykova univerzita	Masaryk University	USD			
Univerzita Palackého v Olomouci	Palacky University Olomouc	USD			
Total without VAT		USD			
Grand Total without VAT		USD			

### POTENTIAL PARTICIPATING INSTITUTIONS

#### With Fees

Potential Participating Institutions (Czech)	Potential Participating Institutions (English)	Curr.	Fee 2026, excl. VAT	Fee 2027, excl. VAT	Fee 2028, excl. VAT
Fakultní nemocnice Bulovka	Bulovka University Hospital	USD			
Fakultní nemocnice Královské Vinohrady	University Hospital Kralovske Vinohrady	USD			
Fakultní nemocnice Ostrava	University Hospital in Ostrava	USD			
Fakultní nemocnice v Motole	Motol University Hospital	USD			
Fakultní Thomayerova nemocnice	Thomayer University Hospital	USD			
Institut klinické a experimentální medicíny	Institute for Clinical and Experimental Medicine	USD			

Nemocnice Na Homolce	Na Homolce Hospital	USD
Univerzita Karlova	Charles University	USD
Ústav hematologie a krevní transfuze	Institute of Hematology and Blood Transfusion	USD
Ústav experimentální medicíny AV ČR, v. v. i.	Institute of Experimental Medicine of the CAS	USD



## Without Fees

Potential Participating Institutions (Czech)	Potential Participating Institutions (English)
Agritec Plant Research	Agritec Plant Research Ltd.
Agrotest fyto, s.r.o.	Agrotest Fyto
Agrovýzkum Rapotín s.r.o.	Agrovyzkum Rapotin
Akademie múzických umění v Praze	Academy of Performing Arts in Prague
Akademie výtvarných umění v Praze	Academy of Fine Arts in Prague
AMBIS vysoká škola, a.s.	College of Regional Development and Banking Institute - AMBIS
Archeologický ústav AV ČR, Brno, v. v. i.	Institute of Archaeology Czech Academy of Sciences, Brno
Astronomický ústav AV ČR, v. v. i.	Astronomical Institute of the CAS
Biofyzikální ústav AV ČR, v. v. i.	Institute of Biophysics of the CAS
Biologické centrum AV ČR, v. v. i.	Biology Centre of the CAS
Botanický ústav AV ČR, v. v. i.	Institute of Botany of the CAS
Centrum dopravního výzkumu, v. v. i.	Transport Research Centre
Centrum kardiovaskulární a transplantační chirurgie Brno	Centre of Cardiovascular and Transplantation Surgery
Centrum pro studium vysokého školství, v. v. i.	Centre for Higher Education Studies
Centrum výzkumu Řež s.r.o.	Research Centre Řež
CESNET, zájmové sdružení právnických osob	CESNET
Česká geologická služba	Czech Geological Survey
Česká zemědělská univerzita v Praze	Czech University of Life Sciences Prague
České vysoké učení technické v Praze	Czech Technical University in Prague
Český hydrometeorologický ústav	Czech Hydrometeorological Institute
Etnologický ústav AV ČR, v. v. i.	Institute of Ethnology of the CAS, v. v. i.
Evropská výzkumná univerzita, z.ú.	European Research University
Fakultní nemocnice Brno	University Hospital Brno
Fakultní nemocnice Hradec Králové	University Hospital Hradec Králové
Fakultní nemocnice Olomouc	University Hospital Olomouc
Fakultní nemocnice Plzeň	University Hospital in Pilsen
Fakultní nemocnice u sv. Anny v Brně	St. Anne's University Hospital Brno
Filosofický ústav AV ČR, v. v. i.	Institute of Philosophy of the ASCR
Fyzikální ústav AV ČR, v. v. i.	Institute of Physics of the CAS
Fyziologický ústav AV ČR, v. v. i.	Institute of Physiology of the CAS
Geofyzikální ústav AV ČR, v. v. i.	Institute of Geophysics of the CAS
Geologický ústav AV ČR, v. v. i.	Institute of Geology of the CAS
Grantová agentura České republiky	Czech Science Foundation
Institut postgraduálního vzdělávání ve zdravotnictví	Institute for Postgraduate Medical Education

Janáčkova akademie múzických umění	Janáček Academy of Music and Performing Arts
Jihočeská univerzita v Českých Budějovicích	University of South Bohemia in České Budějovice
Jihočeská vědecká knihovna v Českých Budějovicích	Research Library of South Bohemia in České Budějovice
Knihovna AV ČR, v. v. i.	Library of the Czech Academy of Sciences
Knihovna města Hradce Králové	Hradec Králové City Library
Knihovna Ústeckého kraje, příspěvková organizace	Ústí Regional Library
Krajská knihovna Františka Bartoše ve Zlíně	František Bartoš Regional Library in Zlín
Krajská knihovna v Pardubicích	Pardubice Regional Library
Krajská knihovna Vysočiny	Vysočina Regional Library
Krajská vědecká knihovna v Liberci, příspěvková organizace	Regional Research Library in Liberec
Krajská zdravotní, a.s.	Regional Health Corporation
Matematický ústav AV ČR, v. v. i.	Institute of Mathematics of the CAS
Mendelova univerzita v Brně	Mendel University in Brno
Městská knihovna v Praze	Municipal Library of Prague
Metropolitní univerzita Praha, o.p.s.	Metropolitan University Prague
Mikrobiologický ústav AV ČR, v. v. i.	Institute of Microbiology of the CAS, v. v. i.
Ministerstvo financí ČR	Ministry of Finance of the Czech Republic
Ministerstvo školství, mládeže a tělovýchovy	Ministry of Education, Youth and Sports
Moravská zemská knihovna v Brně	Moravian Library in Brno
Moravskoslezská vědecká knihovna v Ostravě, příspěvková organizace	Moravian-Silesian Research Library in Ostrava
Národní centrum zemědělského a potravinářského výzkumu, v.v.i.	Czech Agrifood Research Center
Národní filmový archiv	National Film Archive
Národní galerie v Praze	National Gallery Prague
Národní knihovna České republiky, státní příspěvková organizace zřízená Ministerstvem kultury	National Library of the Czech Republic
Národní lékařská knihovna	National Medical Library
Národní muzeum	National Museum
Národní pedagogické muzeum a knihovna J. A. Komenského	Comenius National Pedagogical Museum and Library
Národní technická knihovna	National Library of Technology
Národní ústav duševního zdraví	National Institute of Mental Health
Nemocnice Havířov, příspěvková organizace	Havířov Hospital
Orientální ústav AV ČR, v. v. i.	Oriental Institute of the Czech Academy of Sciences
OSEVA vývoj a výzkum s.r.o.	OSEVA Development and Research Ltd.
Ostravská univerzita	University of Ostrava
Policejní akademie České republiky v Praze	Police Academy of the Czech Republic in Prague
Prague Film School, s.r.o.	Prague Film School
Psychologický ústav AV ČR, v. v. i.	Institute of Psychology of the CAS
Slezská univerzita v Opavě	Silesian University in Opava
Sociologický ústav AV ČR, v. v. i.	Institute of Sociology of the CAS
Státní ústav pro kontrolu léčiv	State Institute for Drug Control
Státní zdravotní ústav	National Institute of Public Health
Středočeská vědecká knihovna v Kladně, příspěvková organizace	Central Bohemian Research Library in Kladno



Studijní a vědecká knihovna Plzeňského kraje, příspěvková organizace	Education and Research Library of Pilsener Region
Studijní a vědecká knihovna v Hradci Králové	Research Library in Hradec Králové
Škoda Auto Vysoká škola o.p.s.	ŠKODA AUTO University
Technická univerzita v Liberci	Technical University of Liberec
The Extreme Light Infrastructure ERIC (pouze pracoviště Dolní Břežany, ČR)	The Extreme Light Infrastructure ERIC (only facility Dolní Břežany, CZ)
Univerzita Hradec Králové	University of Hradec Králové
Univerzita Jana Evangelisty Purkyně v Ústí nad Labem	Jan Evangelista Purkyně University in Ústí nad Labem
Univerzita obrany	University of Defence
Univerzita Pardubice	University of Pardubice
Univerzita Tomáše Bati ve Zlíně	Tomas Bata University in Zlín
Úřad vlády České republiky	Office of the Government of the Czech Republic
Ústav analytické chemie AV ČR, v. v. i.	Institute of Analytical Chemistry of the CAS
Ústav anorganické chemie AV ČR, v. v. i.	Institute of Inorganic Chemistry of the CAS
Ústav biologie obratlovců AV ČR, v. v. i.	Institute of Vertebrate Biology of the CAS
Ústav dějin umění AV ČR, v. v. i.	Institute of Art History of the Czech Academy of Sciences
Ústav experimentální botaniky AV ČR, v. v. i.	Institute of Experimental Botany of the CAS
Ústav fotoniky a elektroniky AV ČR, v. v. i.	Institute of Photonics and Electronics of the CAS
Ústav fyzikální chemie J. Heyrovského AV ČR, v. v. i.	J. Heyrovsky Institute of Physical Chemistry of the CAS
Ústav fyziky atmosféry AV ČR, v. v. i.	Institute of Atmospheric Physics of the CAS
Ústav fyziky materiálů AV ČR, v. v. i.	Institute of Physics of Materials of the CAS
Ústav fyziky plazmatu AV ČR, v. v. i.	Institute of Plasma Physics of the CAS
Ústav geoniky AV ČR, v. v. i.	Institute of Geonics of the CAS
Ústav chemických procesů AV ČR, v. v. i.	Institute of Chemical Process Fundamentals of the CAS
Ústav informatiky AV ČR, v. v. i.	Institute of Computer Science of the CAS
Ústav jaderné fyziky AV ČR, v. v. i.	Nuclear Physics Institute of the CAS
Ústav makromolekulární chemie AV ČR, v. v. i.	Institute of Macromolecular Chemistry of the CAS
Ústav mezinárodních vztahů, v. v. i.	Institute of International Relations Prague
Ústav molekulární genetiky AV ČR, v. v. i.	Institute of Molecular Genetics of the CAS
Ústav pro hydrodynamiku AV ČR, v. v. i.	Institute of Hydrodynamics of the CAS
Ústav pro soudobé dějiny AV ČR, v. v. i.	Institute of Contemporary History, Czech Academy of Sciences
Ústav přístrojové techniky AV ČR, v. v. i.	Institute of Scientific Instruments of the CAS
Ústav státu a práva AV ČR, v. v. i.	Institute of State and Law
Ústav struktury a mechaniky hornin AV ČR, v. v. i.	Institute of Rock Structure and Mechanics of the CAS
Ústav teoretické a aplikované mechaniky AV ČR, v. v. i.	Institute of Theoretical and Applied Mechanics of the CAS
Ústav teorie informace a automatizace AV ČR, v. v. i.	Institute of Information Theory and Automation of the CAS
Ústav termomechaniky AV ČR, v. v. i.	Institute of Thermomechanics of the CAS
Ústav výzkumu globální změny AV ČR, v. v. i.	Global Change Research Centre of the CAS
Ústav zemědělské ekonomiky a informací, státní příspěvková organizace	Institute of Agricultural Economics and Information
Ústav živočišné fyziologie a genetiky AV ČR, v. v. i.	Institute of Animal Physiology and Genetics of the CAS
Vědecká knihovna v Olomouci	Olomouc Research Library

Veterinární univerzita Brno	University of Veterinary Sciences Brno
Vojenská nemocnice Brno	Military Hospital Brno
Všeobecná fakultní nemocnice v Praze	General University Hospital in Prague
Vysoká škola báňská - Technická univerzita Ostrava	VSB - Technical University of Ostrava
Vysoká škola ekonomická v Praze	Prague University of Economics and Business
Vysoká škola evropských a regionálních studií, z. ú.	The College of European and Regional Studies
Vysoká škola finanční a správní, a.s.	University of Finance and Administration
Vysoká škola chemicko-technologická v Praze	University of Chemistry and Technology, Prague
Vysoká škola polytechnická Jihlava	College of Polytechnics Jihlava
Vysoká škola technická a ekonomická v Českých Budějovicích	Institute of Technology and Business in České Budějovice
Vysoká škola uměleckooprůmyslová v Praze	Academy of Arts, Architecture and Design in Prague
Vysoké učení technické v Brně	Brno University of Technology
Výzkumný a šlechtitelský ústav ovocnářský Holovousy s.r.o.	Research and Breeding Institute of Pomology Holovousy
Výzkumný institut práce a sociálních věcí, v. v. i.	Research Institute for Labour and Social Affairs
Výzkumný ústav bramborářský Havlíčkův Brod, s.r.o.	Potato Research Institute Havlíčkův Brod
Výzkumný ústav geodetický, topografický a kartografický, v. v. i.	Research Institute of Geodesy, Topography and Cartography, v. v. i.
Výzkumný ústav lesního hospodářství a myslivosti, v. v. i.	Forestry and Game Management Research Institute
Výzkumný ústav monitoringu a ochrany půdy, v. v. i.	Research Institute for Soil and Water Conservation
Výzkumný ústav pro krajinu, v. v. i.	Landscape Research Institute
Výzkumný ústav textilních strojů	VUTS, JSC - Technical Library
Výzkumný ústav veterinárního lékařství, v. v. i.	Veterinary Research Institute
Výzkumný ústav vodohospodářský T. G. Masaryka, v. v. i.	T. G. Masaryk Water Research Institute
Výzkumný ústav živočišné výroby, v. v. i.	Institute of Animal Science
Západočeská univerzita v Plzni	University of West Bohemia
Západočeské muzeum v Plzni, příspěvková organizace	Museum of West Bohemia
Zemědělský výzkum, spol. s r.o.	Agricultural Research, Ltd.

## Appendix C: IP Addresses of Participating Institutions

Institute	Institution	IP addresses
Biotechnologický ústav AV ČR, v. v. i.	Institute of Biotechnology of the CAS	IPv4: 147.231.236.7, 147.231.236.8, 147.231.236.9, 147.231.236.10
Masarykova univerzita	Masaryk University	IPv4: 147.251.0.0-147.251.49.35, 147.251.49.37-147.251.255.255  IPv6: 2001:718:801:0000:0000:0000:0000-2001:718:801:ffffff:ffff:ffff:ffff
Masarykův onkologický ústav	Masaryk Memorial Cancer Institute	IPv4: 195.113.164.0-195.113.164.127
Univerzita Palackého v Olomouci	Palacky University Olomouc	IPv4: 158.194.0.0-158.194.255.255
Ústav organické chemie a biochemie AV ČR, v. v. i.	Institute of Organic Chemistry and Biochemistry of the CAS	IPv4: 147.231.18.232-147.231.18.239, 147.231.120.0-147.231.123.255, 147.231.128.0-147.231.129.255, 192.108.128.0-192.108.128.255, 24.38.22.62, 148.76.108.0 - 148.76.108.7

## Appendix D: Title List

AACR JOURNALS SUITE TITLES - 9 titles	eISSN	pISSN
Blood Cancer Discovery	2643-3249	2643-3230
Cancer Discovery	2159-8290	2159-8274
Cancer Epidemiology Biomarkers & Prevention	1538-7755	1055-9965
Cancer Immunology Research	2326-6074	2326-6066
Cancer Prevention Research	1940-6215	1940-6207
Cancer Research	1538-7445	0008-5472
Clinical Cancer Research	1557-3265	1078-0432
Molecular Cancer Research	1557-3125	1541-7786
Molecular Cancer Therapeutics	1538-8514	1535-7163