

## SCOPUS CUSTOM DATA SUBSCRIPTION AGREEMENT

In this Scopus Custom Data Subscription Agreement (“Agreement”) effective as of 01.11.2016 (“Effective Date”), **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands (“Elsevier”), and **Česká Republika - Úřad Vlády České Republiky**, nábřeží Edvarda Beneše 4, Praha, 118 01, Czech Republic, , IČO: 00006599, DIČ: CZ00006599 (“Subscriber”) agree as follows:

### **1 BACKGROUND AND DEFINITIONS**

1.1 Elsevier provides the Scopus® online database of abstracts and citations, and produces custom offline datasets of bibliographic and abstract metadata records extracted from its online database. Subscriber desires to obtain a Scopus custom dataset for research and analysis.

1.2 As used in this Agreement:

“Dataset” means the Scopus custom dataset specified on the attached Schedule 1.

“Fees” means the fees and other charges, if any, set forth on Schedule 1.

“System” means the database system that Subscriber uses for bibliometric research and analysis, including any bibliographic datasets of Subscriber and third parties that may be installed on that system. The System is located at the facility specified on Schedule 1.

“Users” means the personnel listed on the attached Schedule 2, as updated from time to time according to the process set forth on that Schedule.

### **2 SUBSCRIPTION**

2.1 Elsevier grants to Subscriber a nonexclusive, non-transferable, worldwide, perpetual (subject to clause 7) right to install the Dataset on the System for access and use by its Users subject to the terms of this Agreement.

2.2 Subscriber and its Users may:

- Query, display, print, and extract information from the Dataset as installed on the System for analysis and development of its indexing software for Subscriber’s benefit only.

2.3 Except as expressly permitted in this Agreement or with Elsevier’s prior written consent, Subscriber and its Users may not:

- Access, use, display, or print the Dataset for any purpose other than the uses permitted under clause 2.2; without limitation, Subscriber may not use the Dataset for literature searching or any other functionality provided by the Scopus online service or other Elsevier products.
- Make all or any portion of the Dataset available to anyone other than a User.
- Modify, reproduce, redistribute, resell, or disclose all or any portion of the Dataset, or link into the Dataset from outside the System.

- Remove, obscure, or modify in any way any copyright notices or other notices or disclaimers as they appear in the Dataset.
- 2.4 Subscriber may create a copy of the Dataset for backup purposes. Subscriber may store the backup copy separately from the System but may not use the backup copy for any productive purpose; rather, Subscriber may only use the backup copy to re-install the Dataset on the System. Subscriber must store the backup copy in a secure manner that protects against unauthorized access.

### **3 ELSEVIER'S OBLIGATIONS**

- 3.1 Elsevier will deliver the Dataset to Subscriber according to Schedule 1.

### **4 SUBSCRIBER'S OBLIGATIONS**

- 4.1 Subscriber is responsible for installing the Dataset on the System and for supporting in all respects its Users' use of the Dataset.
- 4.2 Elsevier reserves the right to withdraw from the Dataset content that it no longer retains the right to include in the Dataset or that it has reasonable grounds to believe is unlawful, harmful, false, or infringing. Elsevier will notify Subscriber in writing of any such withdrawal, in which case Subscriber will remove that content from all copies of the Dataset in its possession as promptly as reasonably possible.
- 4.3 Subscriber will make reasonable efforts to: (a) ensure that access to and use of the Dataset as installed on the System is limited to its Users and that all such use is in accordance with the usage restrictions of this Agreement; (b) limit access to the System by a secure authentication mechanism and ensure that passwords or credentials used to access the Dataset installed on the System are issued only to Subscriber's Users and that neither Subscriber nor its Users divulge any passwords or credentials to any third party; and (c) immediately upon becoming aware of any unauthorized use of the Dataset, inform Elsevier and take appropriate steps to ensure that such activity ceases and to prevent any recurrence.
- 4.4 Subscriber may include independent individuals among its Users. Subscriber will be primarily liable for the compliance of all Users with this Agreement.

### **5 PROMOTION**

- 5.1 Subscriber authorizes Elsevier to use Subscriber's name to advertise, promote, and market Scopus products. Elsevier will inform Subscriber of such publicity or promotion.

### **6 FEES**

- 6.1 Elsevier will invoice Subscriber for the Fees at the time or times specified on Schedule 1. Subscriber shall pay each invoice within 30 days from the delivery date. The Fees are exclusive of any sales, use, value added, withholding, or other tax and Subscriber shall be liable for any such taxes in addition to the Fees.
- 6.2 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 or except as required by law no. 106/1999 and no. 340/2015, the financial terms and commercial conditions of this Agreement.

- 6.3 Any sum to be paid by Subscriber to Elsevier under this Agreement [in EUR] shall be paid by way of transfer to Elsevier's bank account in the Netherlands. Unless otherwise provided below, the currency of account and the currency of payment for any sum to be paid by Subscriber to Elsevier under this Agreement shall be EUR (meaning the lawful currency of the European part of the Netherlands at the effective date of this Agreement), notwithstanding any changes in Euro zone membership that might occur after the effective date of this Agreement, except in the event that (a) the Netherlands cease to be a member of the Euro zone of the European Union or (b) all participating members of the Euro zone cease to do so and the Euro ceases to exist, in which event the sum shall become payable in the currency that will be officially adopted as the legal currency in the Netherlands. Subscriber waives any right it may have at any time in any jurisdiction to pay any sum under this Agreement in a currency unit other than that in which it is expressed to be payable under this clause.

## **7 TERM**

- 7.1 The term of this Agreement begins on the Effective Date and continues until 31 December 2017.
- 7.2 Either party may terminate this Agreement immediately on written notice to the other party if the other party is in default, in which case the effective date of termination will be the date on which the party in default receives the notice. A party is in default if that party commits a material breach of this Agreement, receives a written notice from the other party stating the nature of the breach with reasonable specificity, and that breach is either not curable or, if the breach is curable, is not cured within 10 business days after receiving the notice.
- 7.3 On termination of this Agreement, Subscriber will promptly delete the Dataset from the System and delete the backup copy of the Dataset, if any, and will certify to Elsevier in writing its completion of those deletions and that Subscriber retains no other full or partial copies of the Dataset. This clause 7.3 does not require Subscriber to delete incidental and insubstantial portions of the Dataset that have been permissibly printed or extracted under clause 2.2 and that would be impractical to delete, provided that those portions of the Dataset remain subject to the terms this Agreement notwithstanding its termination.

## **8 PROPRIETARY RIGHTS**

- 8.1 Except as expressly set forth in this Agreement, Subscriber acknowledges that all right, title, and interest in and to the Dataset (including copies of the Dataset that are installed on the System) and any documentation provided with the Dataset remain with Elsevier and its suppliers, and that unauthorized use, reproduction, or distribution of the Dataset or documentation could materially harm Elsevier and its suppliers. Elsevier reserves the right to use, market, license, and sell all or any portion of the Dataset for any purpose, in any form, anywhere in the world.
- 8.2 Elsevier acknowledges that, as between Elsevier and Subscriber, it claims no right, title, or interest in or to the System, other than the Dataset installed thereon.

## **9 WARRANTY, INDEMNITY, DISCLAIMER AND LIMITATION OF LIABILITY**

- 9.1 Elsevier warrants that it has the right to provide the Dataset to Subscriber and to grant Subscriber rights in respect of the Dataset under this Agreement.

- 9.2 Elsevier shall indemnify, defend, and hold harmless Subscriber and its Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party claim that Elsevier does not have the right to provide the Dataset to Subscriber or to grant Subscriber rights in respect of the Dataset under this Agreement. If any such action or claim is made, Subscriber will promptly notify and cooperate with Elsevier. Elsevier shall not have any liability or obligation under this clause if any claim is based on (i) a combination of all or any portion of the Dataset with any content, software, hardware, or service not furnished directly by Elsevier or approved by Elsevier in writing or (ii) any modification of the Dataset not performed by Elsevier or approved by Elsevier in writing.
- 9.3 EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, ELSEVIER AND ITS SUPPLIERS PROVIDE THE DATASET, ITS COMPONENT DATA, AND ACCOMPANYING DOCUMENTATION "AS IS" AND MAKE NO REPRESENTATION OR WARRANTY AND EXPRESSLY DISCLAIM ANY LIABILITY FOR ANY CLAIM ARISING FROM OR OUT OF THE DATASET OR SUCH DATA OR DOCUMENTATION, 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.
- 9.4 Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event shall 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, or shall the liability of Elsevier and its suppliers to Subscriber exceed in the aggregate a sum equal to the Fees actually paid by Subscriber hereunder, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

## **10 MISCELLANEOUS**

- 10.1 Force Majeure. Neither party's delay or failure to perform any provision of this Agreement (excluding the payment of amounts due) as a result of circumstances beyond its control (including, but not limited to, war, terrorism, strikes, fires, floods, governmental restrictions, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) shall 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 shall not have the effect of discharging or excusing performance of (any obligation under) this Agreement.
- 10.2 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect any other provisions of this Agreement.
- 10.3 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties and merges and supersedes any and all prior and contemporaneous understandings, agreements, communications, proposals and purchase orders, written or oral, concerning the subject matter of this Agreement.
- 10.4 Modification. Except as otherwise expressly provided herein, no amendment, modification or waiver of any provision of this Agreement shall be valid unless in writing and signed by both parties.

- 10.5 Assignment. Subscriber may not assign, transfer, or sublicense any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent shall not unreasonably be withheld.
- 10.6 Relationship of Parties. The parties recognize that they are independent contractors, that neither is an agent, employee, partner, or joint venturer of the other, and that neither is authorized by the other to waive any right, or assume or create any contract or obligation of any kind in the name of, or on behalf of, the other or to make any statement that it has the authority to do so.
- 10.7 Notices. All notices given pursuant to this Agreement shall be in writing and delivered to the party to whom such notice is directed at the postal address specified above or postal address, facsimile number or electronic mail address as the party shall have designated by notice hereunder.
- 10.8 Execution. This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

**ACCEPTED** and made effective as of the Effective Date by:

**ELSEVIER B.V.**

**ČESKÁ REPUBLIKA - ÚŘAD VLÁDY  
ČESKÉ REPUBLIKY**

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Name: Gino Ussi  
Title: Executive Vice President Research  
Solution Sales

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Name: Jan Marek  
Title: Director of the Research Department for  
Development and Innovation

CZ no. 16/230-0  
No. 1-9370746263

## Schedule 1

### System / Dataset / Delivery / Fees/ Additional Services

#### System:

- The System is in the facility located at: Česká Republika - Úřad Vlády České Republiky, nábřeží Edvarda Beneše 4, 118 01 Praha 1 – Malá strana, Czech Republic

#### Dataset:

All metadata (globally) from publications written by Czech authors in a given time period as described in Delivery. Czech author is defined by affiliation with address in the Czech Republic.

#### Additional Services:

Elsevier will provide Subscriber with the below Additional Services which shall be free of additional charge:

Elsevier will deliver to Subscriber:

a. List of all journal titles officially covered by Scopus, including the title history and ISSN's for each of them, at the above mentioned delivery date of the Scopus Custom Dataset

b. List of the most recent SJR values for all applicable journal titles covered by Scopus, at the above mentioned delivery date of the Dataset. The SJR values will be included in the official list mentioned under a. above. The SJR values are calculated once (one time) per year and become visible in Scopus in the next scheduled journal title list release, which is expected around the end of Quarter 3 of each year.

The above Additional Services will be provided to Subscriber in an Excel file. Please be aware that the above described information will be taken from the official Elsevier Scopus info site (<http://www.info.sciverse.com/scopus/scopus-in-detail/facts>), which displays the most recent Scopus content information at a certain point in time. This info site is publicly accessible, so Subscriber has access to the same information and can download the same information at any wished point in time.

#### Delivery:

2011-2015 data will be delivered within 2 weeks after signing of the agreement

Delivery format: xml format on a hard disk

#### Fees:

Year	Fees in EUR
2016-2017	€24.500

The above fees are exclusive of VAT and applicable taxes.

## **Schedule 2**

### **Users**

Subscriber's Users are the following employees of Subscriber and other independent individuals who are directly involved in Subscriber's bibliometric research projects:

#### **Subscriber's Users:**

Martin Matějka

Lucie Sladká

Miroslav Rychtařík

From time to time, Subscriber may change the Users identified on this Schedule by preparing a new version of this Schedule and submitting it to Elsevier for approval. The new Schedule will become effective only when Elsevier countersigns it and returns a copy to Subscriber.