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² <http://www.pravidla-pristupnosti.cz>

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3. **LICENSOR IS NOT LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED IN ANY WAY TO: (a) THE ACCURACY OR COMPLETENESS OF LICENSEE INFORMATION; (b) USE OF LICENSED MATERIALS; (c) LICENSEE'S NEGLIGENCE AND WILLFUL ACT; OR (d) MODIFICATIONS TO LICENSED MATERIALS, WHETHER SUCH DAMAGES ARE SUFFERED BY LICENSEE OR ANY THIRD PARTY.**

XVI. Foreign Corrupt Practices Act

1. Licensee acknowledges that under the laws of the U.S., it is unlawful for Licensor, its divisions, subsidiaries and representatives, directly or indirectly, to make any payment or to give anything of value to any foreign official (other than a foreign official whose duties are essentially administrative or clerical) or to any foreign political party, any official of a foreign political party or any candidate for foreign political office for the purposes of influencing any action or failure to take action on the part of such person in connection with the obtaining, retaining or directing of business to any person or company. Licensee will not make any such payment, directly or indirectly, on behalf of Licensor or its Affiliates while this Agreement is in effect.

XVII. Use by or on behalf of the Federal Government

1. The Licensed Materials licensed under this Agreement or resulting from services purchased under this Agreement and any related documentation are “commercial items,” as that term is defined in 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users and those who use the Licensed Materials on behalf of the U.S. Government acquire such Licensed Materials with only those rights expressly set forth in this Agreement. The Licensed Materials provided hereunder: **(a)** were developed at private expense and are in all respects the proprietary information of Publisher; **(b)** were not developed with government funds; **(c)** are a trade secret of Publisher for all purposes of the Freedom of Information Act; and **(d)** are commercial items and thus, pursuant to Section 12.212 of the Federal Acquisition Regulations (FAR) and DFAR Supplement Section 227.7202, Government’s use, duplication or disclosure of the Licensed Materials is subject to the restrictions set forth by Licensor. Any Licensed Material used by, for, or on behalf of the U.S. Government is provided with LIMITED RIGHTS as set forth herein. Any software or tools embedded in Licensed Material(s) used by or on behalf of the U.S. Government is provided with RESTRICTED RIGHTS set forth in herein. Use, duplication, or disclosure of data or software by the U.S. Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software clause at FAR 12.211 and 12.212(a) and/or Commercial Computer Software at DFARS 227.7202-1(a) or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

XVIII. Exportation

1. Licensee may not use or otherwise export or reexport any of the Licensed Materials except as authorized by and under United States law and these conditions and, if Licensee obtained such Licensed Materials outside of the United States, the laws of the jurisdiction in which Licensee acquired such Licensed Materials. Such Licensed Materials may not be exported or re-exported **(a)** into any U.S. embargoed countries or **(b)** to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity List. By execution of this Agreement, Licensee represents and warrants to Licensor that Licensee is not located in any such country or identified on any such list.

XIX. Audit

1. During the Term and for an additional 12 months thereafter, upon reasonable notice to Licensee, Licensee shall secure that Licensor and its representatives will be able

to inspect, during regular business hours, at the facilities at which the Licensed Materials are or were used to determine compliance with this Agreement, and Licensor will be permitted to report the results of such inspection to its relevant suppliers. In addition to Licensor's right to audit use of the Licensed materials, In the event of such audit Licensee will the make reasonable effort that Participating Institution will provide reasonable assistance and access to information in the course of such audit. Licensee will be solely responsible for Licensee's costs incurred in cooperating with the audit.

XX. Assignment and Transfer

1. Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, except as otherwise provided in Section VII; provided, however that Licensee acknowledges and agrees that Publisher is a wholly-owned subsidiary of IBM and that any transfer of all or substantially all of Publisher's assets to IBM or a merger of Publisher and IBM during the term of this Agreement does not require Licensee's consent. Neither party to this Agreement may unreasonably withhold or delay such written consent.

XXI. Governing Law

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

XXII. Dispute Resolution & Venue

1. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise good faith efforts to resolve the dispute as soon as possible. In the event that the parties cannot, by exercise of their good faith efforts, resolve the dispute, 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 that are not affected by the dispute. The party invoking mediation shall give to the other party written notice of its decision to seek informal mediation, and the notice must include a description of the issues 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 after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute.

2. If the dispute is not resolved within thirty (30) calendar days of the meeting among the parties' executives, either party may pursue a legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the 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 that are not affected by the dispute.

XXIII. Force Majeure

1. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of Nature, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, 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 an event of force majeure, the party affected shall promptly notify the other in writing setting forth the details of the occurrence, its expected duration and how that party's performance may be affected. The affected party shall resume the performance of its obligations as soon as practicable after the force majeure event ceases.

XXIV. Entire Agreement

1. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. For the avoidance of doubt, online terms and conditions as defined in Section VII shall not modify the terms of this Agreement.

XXV. Applicable provisions of the Agreement

1. The Articles set out in this Agreement are applicable as a whole to the all Licensed Materials listed in the Appendix B, unless the Appendix D (Cards of the Licensed Materials) set out otherwise. In the Appendix D the exceptions to the conditions of this Agreement in relation to the respective Licensed Materials (Card of the Licensed Material) are stated. The provisions of Appendix D of this Agreement are prior to the provisions of this Agreement. If the Appendix D stated otherwise, the wording of Appendix D prevails.

XXVI. Amendment

1. No modification or claimed waiver of any provision of this Agreement shall be valid

except by written amendment signed by authorized representatives of Licensor and Licensee.

XXVII. Severability

1. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The contracting parties shall replace the invalid, illegal or unenforceable provision by a new provision, the wording of which shall correspond to the intent embodied by the original provision and this Agreement as a whole.

XXVIII. Waiver of Contractual Right

1. Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

XXIX. Notices

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 or fax.
2. Notices regarding the extent and manner of performance under this Agreement, damages, penalties, debts, contacts and this Agreement as such (for example the notification about breach, termination) must be delivered in person, by registered post or courier service. Notices delivered personally or by courier service shall be deemed received at the time of receipt or refusal of their receipt. Notices served by registered mail will be deemed delivered on the fifth (5th) business day following their proven posting.
3. Either party may from time to time change its Notice Address by written notice to the other party. Such change is effective from a delivery of such notice.

4. If to Licensor:

ITSN İletisim Teknolojisi Sistemleri San. ve Tic Ltd. Şti.
Koza sok. No:40/24 Buyukesat Cankaya
Ankara Turkey
06700
baris@iletisimteknolojisi.com

5. If to Licensee:

Licensing contact:
Head of Licensing Unit
CzechELib
National Library of Technology
Technická 6, 160 80 Praha 6 - Dejvice
Czech Republic
Email: licensing@czechelib.cz

XXX. Audit rights

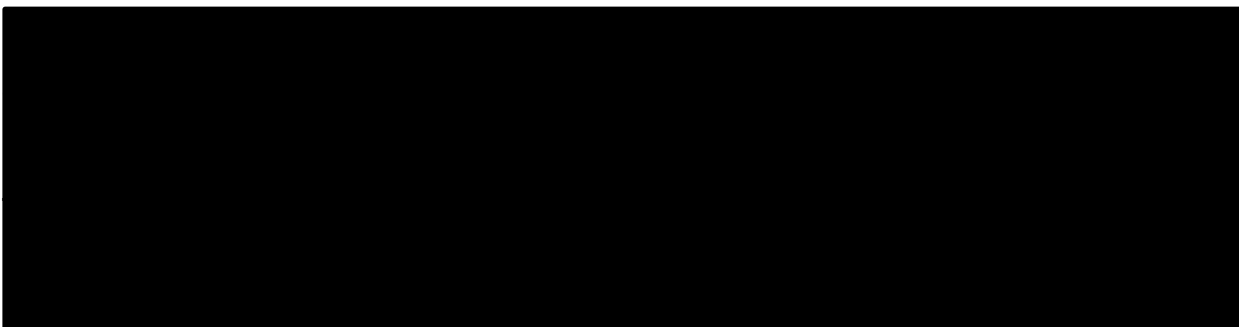
1. Licensors are obliged to submit to the control of a respective authority and to cooperate with any auditing/controlling body authorized to carry out audit in compliance with the rules and regulations of Czech Republic and mandatory rules of EU/EC regarding to the financial control especially regarding to the grants as well as to cooperate with persons authorized to execute the audit/control by such auditing bodies. Licensors shall not be entitled to any remuneration, compensation nor any other benefit for providing cooperation as described above.
2. Disallowance of the audit/control or a failure to provide cooperation as described in Article 1 shall be deemed as a serious breach of this Agreement.
3. Licensors are obliged to fully compensate any damages that should arise as a result of the conduct described in Article 2. Obligations described in Article 1 are imposed upon the Licensors regardless the termination of this Agreement.
4. Publisher is a third party beneficiary of this Agreement and any agreements between Licensee and Participating Institutions.

XXXI. Execution

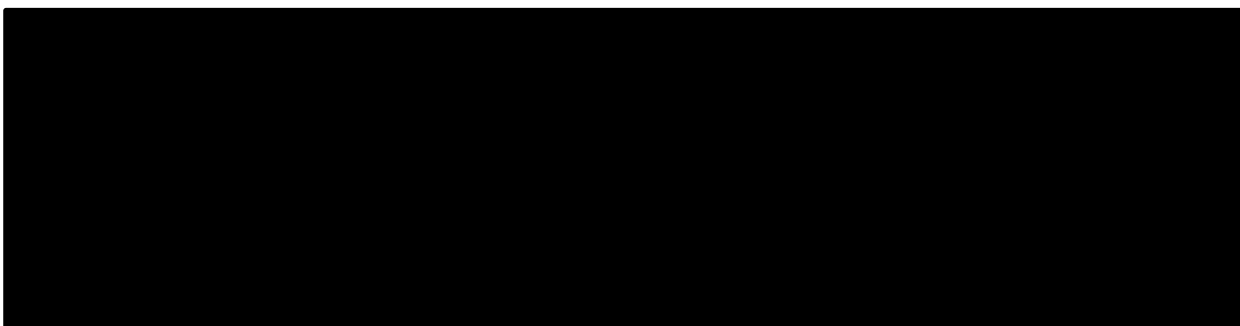
1. This Agreement is compiled in three counterparts in the English language, each of which has the power of an original. Licensors shall receive one counterpart and Licensee shall receive two counterparts.
2. The parties agree that electronically signed versions of this originally executed Agreement are acceptable in lieu of printed signed copies and are to be given full force and effect under law.

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

LICENSOR:



LICENSEE:





Appendix A: Business Terms

Licensed Materials:

- Name: Licensed Micromedex packages within the context of this agreement are Disease Condition Management, Medication Management, Toxicology Management and Toxicology Management Expanded. The content of each service is listed in the below table corresponding to the name of each service.

Disease Condition Management	Disease General Medicine
Medication Management	Complete Drug Interactions Drug Identification, Drugdex® system, Martindale Reproductive Effects Summary Drug Information
Toxicology Management	Poisindex® system Standard Toxicology Information
Toxicology Management Expanded	Poisindex® system Standard Toxicology Information Tomes® system comprising of Hazardtext, Meditext, Infotext MSDS® Reproductive Effects (Reprorisk®)

- Number of titles, if applicable: N/A
- Dates covered, if applicable N/A
- Description: Licensed Micromedex packages, provides market-leading performance improvement solutions built on data integrity, advanced analytics and domain expertise. For more than 40 years, our insights and solutions have been providing hospitals and clinicians, employers and health plans, state and federal government agencies, life sciences companies and policymakers, the facts they need to make confident decisions that directly affect the health and well-being of people and organizations in the US and around the world.

Agreement Term: Effective Date - 31 December 2020 + optional 1 January 2021 - 31 December 2022

Access Conditions: Access will be provided during the lifetime of the contract. No perpetual access will be granted.

For simultaneous user numbers per institution, see Appendix B.

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

Fees and Negotiated Discounts:

- Total Fee - Currency in US Dollars

Institution Name	E-resources	Pricing					Number of Simultaneous Users
		2018	2019	2020	2021	2022	
Motol university hospital	Disease Condition Management Medication Management Toxicology Management						2-5
Charles University							6-10
General University Hospital in Prague							2-5
National Institute of Public Health	Medication Management						1
	Toxicology Management Expanded						2-5
GRAND TOTAL		\$145.335	\$153.735	\$162.626	\$172.037	\$182.001	

- License Fee / year: Refer to table above.
- Ongoing Fees, e.g. access fee, if any; indicate any waived fees: n/a
- One-time Fees; indicated any waived fees: n/a

Price Caps: See Section X.

Payment Terms:

1. The price for the Licensed Materials shall be paid on the Licensor's bank account.
2. The price for the Licensed Materials shall be paid annually for each commenced calendar year of the duration of the Agreement in the amount set forth therein. The parties expressly state that the price for the year 2018 shall be paid in the whole amount, regardless of the beginning of the Agreements' effectiveness.

3. All the prices under this Agreement are set forth as final, unchangeable and maximum allowable.
4. The price for each commenced calendar year of the duration of the Agreement shall be paid in two part payments with the following maturity:
 - Max 50% on 15 February of the given year for which the Licensed Materials are paid (maturity of the first part payment);
 - Max 50% on 30 April of the given year for which the Licensed Materials are paid (maturity of the second part payment);
 - The abovementioned maturities are applicable only if the invoice (all the invoices) is delivered to the Licensee up to 15 days before the stated maturity of the first part payment, i.e. until the end of January of the given year;
 - If the invoice is delivered later, at latest by the 15 days prior to the due date of the second part payment, i.e. in the term beginning from 1 February to 15 April of the given year, the due date of the first part payment shall be within 15 days from the date of the provable invoice delivery. The maturity of the second part payment remains unaffected;
 - If the invoice is delivered later, the due date of both part payments shall be within 15 days of the provable invoice delivery date.
5. The invoice shall be issued in the currency specified in the Agreement. In the event that there are multiple currencies specified in the Agreement for each Licensed Material, the Licensor shall issue at least the number of invoices corresponding to the number of currencies. The foreign currency on the invoice(s) shall also be converted into Czech crowns according to the Czech National Bank exchange rate (www.cnb.cz) on the date of the taxable transaction.
6. Invoice - the tax document shall contain all the requisites of the tax document. The invoice shall contain all the requisites set forth in the Act No. 235/2004 Coll., VAT Act, as amended. The invoice shall be delivered to the Licensee either originally or electronically to the e-mail address faktury@techlib.cz. The invoice shall include a summary of all the Licensed Materials pursuant to the Agreement. The invoice shall also be labeled „IPS CzechELib, reg. č. CZ.02.1.01/0.0/0.0/16_040/0003542”.
7. If the invoice does not contain the requisites set forth in this Agreement or these are incorrect or incomplete, the Licensee is entitled to return such invoice to the Licensor for completion/correction. In such case, the term of payment shall be interrupted and the new term of payment shall run from the provable invoice delivery date to the Licensee and pursuant to the rules set forth above. The procedure under the previous sentence may also be repeated. Denial of monetary performance and the related return of an invoice in accordance with this paragraph do not constitute a default in the payment by the Licensee.
8. Fulfillment of any financial obligation associated with performance under this Agreement shall be understood as the moment of debiting the full amount from the bank account of the party.

9. The Licensor is not entitled to require any advance payments under this Agreement.
10. The Licensor takes on the risk of a change in circumstances under the Section 1765 (1) of the Act No. 89/2012 Coll., The Civil Code, as amended.

Add-on Products and Negotiated Discounts: N/A

Deeply Discounted Print (DDP) Titles: Print subscriptions shall be optionally available to Participating Institution's at the following rates:

- Subscribed Titles:
- Unsubscribed Titles:

N/A

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 the 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: Licensor will report both OA authorship data, APC payments and discounts annually to Licensee.

N/A



Appendix B: Participating Institutions

- Motol university hospital
- Charles University
- General University hospital in Prague
- National Institute of Public Health

All information contained in this Appendix is considered business secrets pursuant to the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, and are not to be disclosed in the register of contracts in accordance with the provisions of Section 3, Paragraph 1 of Act No. 340/2015 Coll.

Institution Name	E-resources	Pricing					Number of Concurrent Users
		2018	2019	2020	2021	2022	
Motol university hospital	Disease Condition Management	xxx	xxx	xxx	xxx	xxx	2-5
Charles University	Medication Management	xxx	xxx	xxx	xxx	xxx	6-10
General University Hospital in Prague	Toxicology Management	xxx	xxx	xxx	xxx	xxx	2-5
GRAND TOTAL		\$129.335	\$137.095	\$145.321	\$154.039	\$163.283	

Institution Name	E-resources	Pricing					Number of Concurrent Users
		2018	2019	2020	2021	2022	
National Institute of Public Health	Medication Management	xxx	xxx	xxx	xxx	xxx	1
	Toxicology Management Expanded	xxx	xxx	xxx	xxx	xxx	2-5
GRAND TOTAL		\$16.000	\$16.640	\$17.305	\$17.998	\$18.718	



Appendix C: IP Addresses

#	Account	IP ranges
1.	Motol university hospital	195.113.82.2 195.113.40.7
2.	National Institute of Public Health	195.113.79.50 194.108.32.58
3.	Charles University	78.128.160.0 - 78.128.207.255 195.113.0.0 - 195.113.66.255 193.84.53.0 - 193.84.53.255 193.84.55.0 - 193.84.63.255 195.113.89.0 - 195.113.91.255 195.113.92.1-195.113.92.255 195.113.114.0 - 195.113.117.255 195.113.130.0 - 195.113.131.255 195.113.149.132 - 195.113.149.135 195.113.149.176 - 195.113.149.182 195.113.187.240 - 195.113.187.251 195.113.189.0 - 195.113.189.255 195.113.223.0 - 195.113.223.255 195.113.229.0 - 195.113.229.255 195.113.236.0 - 195.113.236.255
4.	General University Hospital in Prague	195.113.70.98-111



