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AND
THE NATIONAL LIBRARY OF TECHNOLOGY

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and The National Library of Technology, a State Contribution Organization set up by the Ministry of Education, Youth and Sports, with its principal offices at Technická 6, 160 80 Praha 6 - Dejvice ("Licensee"), while the Licensee shall be entitled to grant the sublicense to Participating institutions listed in Appendix B.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Subject of the Agreement, Content of Licensed Materials; Grant of License

1. Statement. The Licensor hereby guarantees that it has all the authority, competence and license to grant a license to the Licensed Materials to the Licensee as defined in this Agreement.
2. Subject of the Agreement. The subject of this Agreement is to define conditions of cooperation and rights and duties of the contracting parties while providing Licensed Materials as are defined hereunder.
3. Licensed Materials. The materials (the "Licensed Materials") that are the subject of this Agreement are set forth in Appendix A.
4. Grant of License. Licensor hereby grants to Licensee a non-exclusive, non-transferable (except the following sublicenses to Participating Institutions), system-wide right limited to the territory of Czech Republic. The Licensee is entitled to grant the sublicenses to Participating Institutions. The Licensor



entitles Licensee to access and use the Licensed Materials, and to provide the Licensed Materials to Authorized Users (which are defined in Section IV below) of the Participating Institutions (which are listed in the Appendix B) in accordance with the terms of this Agreement.

5. Ownership of Intellectual Property. Nothing in this Agreement shall be interpreted to transfer ownership of any copyright, trademarks or service marks from the Licensor or its suppliers to the Licensee or Authorized Users.

II. Delivery & Access

1. Licensor will provide the Licensed Materials to the Licensee and to the Participating Institutions in the following manner:

- 1.1. Network Access. The Licensed Materials will be stored at one or more Publisher's locations in digital form accessible by telecommunication links between such locations and authorized locations of Licensee and Participating institutions.

III. Fees

1. Fees and Payment. Licensee shall pay Licensor for the Licensed Materials pursuant to the terms set forth in Appendix B (Participating Institutions & Fees) and Appendix D (Payment Terms).
2. Incomplete Payment. The Licensee may cover the invoice partially if a Participating Institution did not provide its financial contribution in time. In the event of such incomplete payment, Licensee will notify Licensor of the intended difference no less than ten (10) days prior to the due date. Licensor may suspend the IP addresses of such Participating institution until the license fee is completely paid. In such case the Licensee is not in delay with the payment.
3. Changes of number of Participating Institutions listed in Appendix B. In case any Participating institution shall lose its status as Participating Institution or in case any new scientific (or similar) institution shall reveal its intent to become a Participating Institution Licensor shall enter into negotiation with Licensee to amend this Agreement and to renegotiate the amount of Fees.

IV. Authorized Use of Licensed materials

1. Authorized Users. "Authorized Users" are:
 - 1.1. Persons Affiliated with Participating Institutions. Full and part time employees, faculty, staff and students of Participating Institutions, and

registered users in case of research libraries, on-site or remotely using secure authentication system implemented by the Licensee or Participating Institutions.. For Participating Institutions, see Appendix B.

- 1.2. Walk-ins. Patrons not affiliated with Participating Institutions who are physically present at Participating Institutions' site(s) ("walk-ins").
2. Access by and Authentication of Authorized Users. Authorized Users of Participating Institutions shall be granted access to the Licensed Materials pursuant to the following:
 - 2.1. IP Addresses. Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by Licensee to Licensor. The use of proxy servers is authorized as long as any proxy server IP addresses provided limit remote or off-campus access to Authorized Users. Authorized IP Addresses are listed in Appendix C. An updated list will be sent to Licensor on an annual or as needed basis without the need to amend this Agreement.
 - 2.2. Publisher-Administered Authentication. Where Publisher provides alternative methods of access and authentication beyond the Licensee-administered methods described herein, e.g. by allowing users to establish a personal login from an on-campus IP address (thereby enabling access via username and password when logging in to a vendor website) or device authentication, which affiliates the device or application by use of a token, cookie, or vendor-managed proxy prefix, neither Licensee nor any Participating institution will be responsible or liable for claims of breach or validity of such use.
3. Authorized Uses. Participating Institutions and Authorized Users may make all use of the Licensed Materials as is consistent with Czech Republic copyright law and with these licensing conditions. In addition, the Licensed Materials may be used for purposes of research, education or other non-commercial use as follows:
 - 3.1. Display. Participating Institutions and Authorized Users shall have the right to electronically display the Licensed Materials.
 - 3.2. Digital Copy. Participating Institutions and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials. A reasonable portion is a limited amount of substantial parts of the Licensed Materials that can stand on their own as a coherent body of data that can be relevant for a larger audience, or an amount of insubstantial parts of the Licensed Materials. The systematic extraction and/or re-utilization of insubstantial Parts of the Database that could damage the Publisher conflicts with normal exploitation of the Database and is not authorized. The Licensee/Authorized User shall always mention the name of the Licensor and the designation of the Database.



- 3.3. Print Copy. Participating Institutions and Authorized Users may print a reasonable portion of the Licensed Materials. A reasonable portion is a limited amount of substantial parts of the Licensed Materials that can stand on their own as a coherent body of data that can be relevant for a larger audience, or an amount of insubstantial parts of the Licensed Materials. The systematic extraction and/or re-utilization of insubstantial Parts of the Database that could damage the Publisher conflicts with normal exploitation of the Database and is not authorized. The Licensee/Authorized User shall always mention the name of the Publisher and the designation of the Database.
- 3.4. Recover Copying Costs. Participating Institutions may charge a reasonable fee to cover costs of copying or printing portions of Licensed Materials for Authorized Users.
- 3.5. Classroom Use. Participating Institutions and Authorized Users may distribute a reasonable portion of single copies of individual articles or items of the Licensed Materials in print or electronic form to Authorized Users. For the avoidance of doubt, classroom handouts shall include the distribution of a copy for teaching purposes to all individual Authorized Users in a class at Authorized Sites (Appendix B). A reasonable portion is a limited amount of substantial parts of the Licensed Materials that can stand on their own as a coherent body of data that can be relevant for a larger audience, or an amount of insubstantial parts of the Licensed Materials. The systematic extraction and/or re-utilization of insubstantial Parts of the Database that could damage the Publisher conflicts with normal exploitation of the Database and is not authorized. The Licensee/Authorized User shall always mention the name of the Publisher and the designation of the Database.
- 3.6. Collections of Information. Participating Institutions and Authorized Users shall be permitted to extract or use a reasonable portion of information contained in the Licensed Materials for educational, scientific, or research purposes, including extraction of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis. A reasonable portion is a limited amount of substantial parts of the Licensed Materials that can stand on their own as a coherent body of data that can be relevant for a larger audience, or an amount of insubstantial parts of the Licensed Materials. The systematic extraction and/or re-utilization of insubstantial Parts of the Database that could damage the Publisher conflicts with normal exploitation of the Database and is not authorized. The Licensee/Authorized User shall always mention the name of the Publisher and the designation of the Database.
- 3.7. Course Packs (Print and Electronic). Participating Institutions and Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of Course Packs or other educational materials. A reasonable portion is a limited amount of substantial parts of the Licensed Materials that



can stand on their own as a coherent body of data that can be relevant for a larger audience, or an amount of insubstantial parts of the Licensed Materials. The systematic extraction and/or re-utilization of insubstantial Parts of the Database that could damage the Publisher conflicts with normal exploitation of the Database and is not authorized. The Licensee/Authorized User shall always mention the name of the Publisher and the designation of the Database.

- 3.8. Course Reserves (Print and Electronic). Participating Institutions and Authorized Users may use a reasonable portion of the Licensed Materials for use in connection with specific courses of instruction offered by the Licensee and/or the Participating Institutions. A reasonable portion is a limited amount of substantial parts of the Licensed Materials that can stand on their own as a coherent body of data that can be relevant for a larger audience, or an amount of insubstantial parts of the Licensed Materials. The systematic extraction and/or re-utilization of insubstantial Parts of the Database that could damage the Publisher conflicts with normal exploitation of the Database and is not authorized. The Licensee/Authorized User shall always mention the name of the Publisher and the designation of the Database.
- 3.9. Electronic Links. Participating Institutions and Authorized Users may provide hyperlinks from the Licensee's, the Participating Institutions' and Authorized Users' web page(s) or web site(s) to individual units of content within the Licensed Materials.
- 3.10. Scholarly Sharing. On an ad hoc basis, Authorized Users may transmit to a third party in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use in the nature of collaboration, comment, or the scholarly exchange of ideas but in no case for resale or commercial purposes or in a manner that would substitute for direct access to the Licensed Materials via services offered by Licensor. For the avoidance of doubt, making Licensed Materials freely available in any manner that could damage the interests of the Licensor is not allowed.
- 3.11. Interlibrary Loan. Using electronic, paper, or intermediated means, Participating Institutions at their discretion may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan ("ILL"). Licensor agrees that the electronic form of the Licensed Materials may be used as a source for the ILL whereby articles and/or chapters can be printed and these print copies can be delivered via postal mail, fax, or fax-based service to fulfil ILL requests from an academic, research or other non-commercial library. Requests received from for-profit companies may not be honored. ILL through secure electronic transmission, as demonstrated by the ARIEL, is permitted. Files transmitted in this manner must carry copyright notices and comply with copyright laws of Czech Republic. ILL is limited to institutions located in the Czech Republic.



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4. Amount of Authorized Use.

4.1. The number of simultaneous accesses for a Participating Institution and its Authorized Users is defined by the type of access and subscription fee selected by that Participating Institute.

5. Substitution for License.

5.1. No provision of this Agreement is intended to provide such substantial use as to constitute a substitution for an institutional license by a third-party institution.

V. Specific Restrictions on Use of Licensed Materials

1. Unauthorized Use. Licensee, the Participating Institutions, or Authorized Users shall not knowingly permit anyone other than Authorized Users to access the Licensed Materials and shall use reasonable efforts to prevent such Unauthorized Access.
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3. Removal of Copyright Notice. Licensee, the Participating Institutions, or Authorized Users may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.
4. Commercial Purposes. Licensee, the Participating Institutions and the Authorized Users may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials, fee-for-service use of the Licensed Materials; nor may Licensee and the Participating Institutions impose special charges on Authorized Users for use of the Licensed Materials beyond reasonable printing or administrative costs. For the avoidance of doubt, research conducted by Licensee, the Participating Institutions and Authorized Users that is



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VI. Mutual Performance Obligations

1. Notification and Cure of Unauthorized Use. In the event the Licensee and/or any of the Participating Institutions has notice of an unauthorized use of the Licensed Materials and cannot promptly remedy it, the Licensee or Participating Institution shall promptly notify the Licensor. In the event the Licensor has notice of unauthorized use of the Licensed Materials, the Licensor will promptly notify Licensee and respective Participating Institution.
2. In the case of unauthorized use, Licensor or Publisher may temporarily suspend such offending individual Authorized User's access to the Licensed Materials (e.g. by blocking an individual user's IP address), provided that Licensor without significant delay notifies the Licensee and Participating Institution of any such suspension, including the reason for the block and any supporting details. Such temporary suspensions will be of the shortest duration possible sufficient to terminate the alleged unauthorized activity and prevent its resumption. Any unauthorized use that is considered a breach of obligations under this Agreement shall be subject to Section XI, below, including the cure period.

VII. Licensor Performance Obligations

1. The Licensor will use reasonable efforts to ensure that Publisher/s performance will meet or exceed industry standards and practices. Additionally, the Licensor agrees to the following performance standards.
2. The Licensor is obliged with the content of this Agreement to acquaint the *Publisher/s*. Licensor is obliged to ensure that all the Licensors obligations under this Agreement shall be met and that any negotiation of the *Publisher/s* shall not prevent to fulfil of his obligation.
3. The Licensor is obliged to secure and is liable for any damages with respect to the validity of the license granted by the Licensor to the Licensee for the duration of the Agreement. The Licensor is obliged to follow the contract concluded between the Licensor and the Publisher about the license to the Licensed Materials. In the case of breach of such contract the Licensor is responsible for all the damages of the Licensee and Participating institutions caused by the suspension of the license to the Licensed Materials to the Licensor and by this to the Licensee and Participating institutions.

4. Availability of Licensed Materials. Upon the Effective Date of this Agreement, Licensor will make the Licensed Materials available to the Licensee, the Participating Institutions and Authorized Users.

Should the Effective Date of this Agreement occur after 1 January 2019, Licensor will make, or has already made, the Licensed Materials available to the Licensee, the Participating Institutions and Authorized Users in the full scope of the license stipulated herein already as of 1 January 2019 including all and any possible rights and authorizations such as potential archiving rights or extent of the access to the backfile content of Licensed Materials. The Total Fee set forth in Appendix B is agreed with regards to this availability of Licensed Materials.

5. Discovery of Licensed Materials. Licensor shall make commercially reasonable effort to ensure Publisher/s to make the Licensed Materials available through Licensee's and/or Participating Institutions' Discovery Service System(s) for indexing and discovery purposes. Licensor shall make reasonable effort provide to Licensee's and/or Participating Institutions' discovery service vendors on an ongoing basis the citation and complete descriptive metadata (including all subject headings, abstracts, and keywords), and full-text content necessary to facilitate optimal discovery and accessibility of the content for the benefit of Licensee, Participating Institutions and Authorized Users. Discovery Service Systems are defined as user interface and search systems for discovering and displaying content from local, database and web-based sources.
6. Persistent Linking. Licensor will make reasonable effort to ensure Publishers to comply with the most current version of the OpenURL standard (ANSI/NISA Z39.88), and to provide a mechanism for persistent links to content.
7. Online Terms and Conditions. In the event that Publisher requires Authorized Users to agree to additional terms relating to the use of the Licensed Materials (commonly referred to as "click-through" or "clickwrap" licenses), or otherwise attempts to impose terms on Authorized Users through online terms and conditions invoked by the mere use or viewing of the Licensed Materials, such terms shall not materially differ from the provisions of this Agreement. In the event of any conflict between the click-through terms or online terms and conditions and this Agreement, the terms of this Agreement shall prevail. For the avoidance of doubt, Authorized Users are not a party to this Agreement.
8. Documentation. If available, Licensor will provide complete and up-to-date help and/or operational documentation for Participating Institutions and Authorized Users in an electronic format. Such documentation may be provided by means of the Publisher's online system and/or system for administrators.
9. Support. Licensor will provide activation and installation support, including assisting Participating Institutions and Authorized Users with the implementation of any Publisher software. Licensor will offer reasonable levels of continuing support to assist Participating Institutions and Authorized Users in use of the Licensed Materials. Licensor will make its personnel available by email



czechelib@aip.cz and/or phone 222 231 212 during cross section of Licensor's and Licensee's and/or Participating Institutions' regular business hours, Monday through Friday, for feedback, problem-solving, or general questions and will respond in a timely manner. If there is a change of a contact for support, the Licensor is obliged to notice Licensee and Participating Institutions of such change. Change is effective by the delivery of the notice to the Licensee and Participating Institutions.

10. Training. Licensor, upon agreement and in reasonable quantity will provide to Participating Institutions and Authorized Users appropriate on site or online training related to the use of the Licensed Materials and/or any Publisher's software. Licensor also will provide additional training to Licensee and Participating Institutions staff if made necessary by any updates or modifications to the Licensed Materials or any Publisher's software.
11. Updates. Licensor will provide regular system and project updates to Participating Institutions as they become available. No additional fee shall be charged for updates.
12. Quality of Service. Licensor shall use reasonable efforts to ensure that the Publisher's server or servers have sufficient capacity and rate of connectivity to provide Participating Institutions and their Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in Participating Institutions locale. Licensor shall ensure that the Publisher shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to server maintenance; software installation or testing; loading or making available additional Licensed Materials as they become available; Licensor shall ensure that Publisher may schedule brief unavailability periods provided (1) that Publisher will use commercially reasonable effort to give at least forty-eight (48) hour notice to Licensee, and (2) in ways and at times that minimize inconvenience to Participating Institutions and its Authorized Users, regardless of when notice has been given.
13. Problems with Licensed Materials. If the Licensed Materials fail to operate, display, load, or render in conformance with the terms of this Agreement, Licensee or Participating Institution shall immediately notify Licensor, and Licensor shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. In the event that the non-conformity materially affects Participating Institutions' or Authorized Users' use of the Licensed Materials, and Licensor fails to repair the nonconformity within five (5) business days, Licensor shall reimburse Licensee for such problems in an amount that is proportional to the Fees annually paid by Licensee under this Agreement.
14. Transfer or Acquisition of Titles. If any portion of the Licensed Materials is transferred to or acquired from another party, Licensor shall ensure that the Publisher shall use reasonable efforts to ensure that Participating Institutions do not lose access to content subject to this Agreement as a result of the transfer or



acquisition

15. Notification of Modifications of Licensed Materials. From time to time Publisher may add, change, or modify portions of the Licensed Materials, or migrate the Licensed Materials to other formats. When such changes, modifications, or migrations occur, the Licensor shall use reasonable efforts to give notice of any such changes to Licensee as soon as is practicable, but in no event less than sixty (60) days in advance of modification. Such a notice may also be given directly by the Publisher to the Licensee. If any of the changes, modifications, or migrations renders the Licensed Materials substantially less useful to Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement in Section XI, below.
16. Withdrawal of Licensed Materials. Publisher reserves the right to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. Licensor shall use reasonable efforts to give written notice of the withdrawal to the Licensee as soon as is practicable, but in no event less than thirty (30) days in advance of withdrawal, specifying the item or items to be withdrawn. Such a notice may also be given directly by the Publisher to the Licensee.
17. If any such withdrawal renders the Licensed Materials less useful to Participating Institutions or their Authorized Users, Licensor shall reimburse Licensee for the withdrawal in an amount proportional to the total Fees owed by Licensee for the Licensed Materials under this Agreement. If any such withdrawal renders the Licensed Materials substantially less useful to Participating Institutions or their Authorized Users, Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions in Section XI, below.
18. Usage Statistics. Licensor shall use reasonable efforts to provide itemized data to the Licensee for Participating Institutions on a half-yearly basis.
19. Licensor and Publisher shall not provide Licensee's usage statistics in any form to any third party without the Licensee's written authorization, unless the third party owns rights in the Licensed Materials. Licensor and Publisher shall 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 written authorization, unless the third party owns rights in the Licensed Materials. In all cases, the disclosure of such data shall fully protect the anonymity of individual users and the confidentiality of their searches, and will comply with all applicable privacy laws. The Licensor shall not disclose or sell to other parties usage data or information about the Licensee, any Participating Institution or their Authorized Users without the Licensee's and/or Participating Institution's written permission or as required by law.

20. Confidentiality of Personally Identifiable Information. The Licensor agrees and is obliged to ensure that Publisher will agree that no personally identifiable information, 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 response to a court order, or other legal requirement. If Licensor is compelled by law or court order to disclose personally identifiable information of Authorized Users or patterns of use, Licensor shall provide the Licensee with adequate prior written notice as soon as is practicable, so that Licensee, Participating Institution or Authorized Users may seek protective orders or other remedies. Licensor will notify Licensee and Authorized Users as soon as is practicable if the Licensor's systems are breached and the confidentiality of personally identifiable information is compromised.
21. Notice of the Use of Digital Rights Management Technology. In the event that Publisher utilizes or implements any type of digital rights management (DRM) technology to control the access to or usage of the Licensed Materials, Licensor will provide to Licensee a description of the technical specifications of the DRM and how it impacts access to or usage of the Licensed Materials. In no event may such Digital Rights Management Technology be used in such a way as to limit the usage rights of a Licensee or any Authorized User as specified in this Agreement or under applicable law. If the use of DRM renders the Licensed Materials substantially less useful to Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement in Section XI, below.
22. Use of Digital Watermarking Technology. In the event that Publisher utilizes any type of watermarking technology for any element of the Licensed Materials, Licensor shall use reasonable efforts to ensure that Publisher agrees that watermarks will not reduce readability of content and will not degrade image quality. These watermarks shall not contain user-related information, including but not limited to an account number, IP address, and usernames. If digital watermarking technology is implemented, Licensor will notify Licensee at least thirty (30) days in advance of implementation, and Licensor will provide the technical specifications for the technology used. If the use of the watermarking technology renders the Licensed Materials substantially less useful to Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement in Section XI, below.
23. Interoperability with Prevailing Web Browsers. Licensor 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.

24. MARC Records. When applicable to the Licensed Materials, at Licensee's request, Licensors shall provide sets of MARC records at no additional cost by the date of the execution of this License Agreement. Updates to existing records and new title records, matching the schedule of release and delivery of new publications, will be provided on a mutually agreed-upon schedule and in a format that renders them useful to the Licensee and/or the Participating Institutions. Such records may be provided by means of Publisher's online service.

VIII. Licensee Performance Obligations

1. License Terms Notification. Licensee shall secure that Participating Institutions will use reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement.
2. Protection from Unauthorized Use. Licensee shall secure that Participating Institutions will use reasonable efforts to restrict access to the Licensed Materials to Authorized Users.
3. Maintaining Confidentiality of Access Passwords. Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall secure that Participating Institutions will use reasonable efforts to inform Authorized Users that they should not divulge their numbers and passwords to any third party. Licensee shall secure that Participating Institutions will also use reasonable efforts to maintain the confidentiality of any institutional passwords provided by Licensors.
4. The Licensee undertakes to ensure and guarantee that Participating institutions shall comply with the terms of this Agreement and shall use the Licensed Materials in accordance with the license terms set out in this Agreement and shall observe their duties set out in this Agreement. The Licensee undertakes to ensure that the Participating institutions shall secure following the license terms by the end/Authorized Users.

IX. Term

1. This Agreement shall become valid and effective on the date of its publication in the Register of Contracts (the "Effective Date"). The Parties to this Agreement declare that they commenced to perform their obligations and Licensors provided access to the Licensed Materials as of 1 January 2019, i.e. before the Effective Date due to the necessity of access to the Licensed Materials as of 1 January 2019. Performance of the Licensors' obligation to make the Licensed Materials available before the Effective Date shall be considered entirely as a performance



according to and in compliance with this Agreement.

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 the provisions in Section XI.

X. Renewal

1. This Agreement shall be renewable at the end of the current term for a successive two (2) years term unless either party gives written notice of its intention to cancel ninety (90) days before expiration of the current term.

XI. Early Termination

1. Early Termination for Financial Hardship. The Licensee may terminate this Agreement without penalty after 31 December 2020 if sufficient content acquisitions funds are not allocated 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, Licensee will notify Licensors of the intent to terminate the Agreement as soon as is reasonably possible, but in any case, not later than 20 January of 2021 or 20 January of any following year, and this transaction shall terminate on the last day of the subscription period for which payment has been made 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.
2. Termination for Breach. If either party believes that the other has materially breached any obligations under this Agreement, such party shall so notify the breaching party in writing with a detailed description of the breach. The breaching party shall have thirty (30) days from the receipt of notice to use all reasonable means to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice. Termination is effective by the date of delivery such a notice.
3. Termination of access. Once this Agreement ends, by early termination or otherwise, the Licensors may terminate access to the Licensed Materials by Licensee, Participating Institutions and Authorized users, subject to Section XII, below. In addition, authorized copies of Licensed Materials made by Authorized Users may be retained for educational purposes and used subject to the terms of this Agreement.



4. Refunds. In the event of early termination permitted by this Agreement, except for termination for a material breach by the Licensee, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

XII. Warranties

1. Licensor warrants that it has all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee and the Participating Institutions for the purposes and terms outlined in this Agreement, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party. Licensor warrants that is authorized to fulfil any of its obligations set out in this Agreement and that this is ensured in the contract concluded with the Publisher.
2. Licensor warrants that the Licensed Materials comply with Publisher's country of origin laws and regulations, and conform to the following accessibility requirements: if an Authorized User with appropriately documented print or other disabilities finds an electronic resource inaccessible, the Publisher will be notified and a solution will be requested from the Publisher. The Publisher shall make reasonable efforts to remedy the issue within 10 business days. If the Publisher cannot provide accessible content in a timely manner, he will inform Licensee as soon as possible. Participating institutions are granted permission to edit the format or presentation of search results needed by the Authorized User."

XIII. Limitations on Warranties

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 inability (means incompetence, not the possibility, availability to use Licensed materials) to use the Licensed Materials.
2. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any 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.
3. Except for the express warranties stated elsewhere in this Agreement, Licensor

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.

XIV. Indemnities

1. The Licensor shall indemnify and hold harmless the Licensee, the Participating Institutions and Authorized Users 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 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 XV shall survive the termination of this Agreement.

XV. Assignment and Transfer

1. Neither party may assign, directly nor 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. Neither party to this Agreement may unreasonably withhold or delay such written consent.

XVI. 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.

XVII. 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.

XVIII. 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, 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 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.

XIX. 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.

XX. 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.



XXI. 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.

XXII. 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.

XXIII. 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:
Albertina icome Praha s.r.o.
Štěpánská 16, 110 00, Praha 1

Czech Republic



Email: czechelib@aip.cz

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

XXIV. Audit rights

1. Licensor is obliged to stand still any 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. Licensor 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. Licensor is 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 Licensor regardless the termination of this Agreement.

XXV. Execution

1. This Agreement is compiled in three counterparts in the English language, each of which has the power of an original. Licensor 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: 

BY: _____
Signature

Ing. Vladimír Karen
Statutory Representative
Albertina icome Praha s.r.o.
Štěpánská 16
110 00 Praha 1
Czech Republic
E-mail: vladimir.karen@aip.cz

LICENSEE: 

BY: _____
Signature

Ing. Martin Svoboda
Director of CzechELib
National Library of Technology
Technická 6
160 80 Praha 6 - Dejvice
Czech Republic



Appendix A: Licensed Materials

Licensed Materials:

- Name Brepolis
- Description:

Brepolis consist of:

Brepolis Latin Complete

- Archive of Celtic-Latin Literature
- Aristoteles Latinus Database
- Library of Latin Texts - A
- Library of Latin Texts - B
- Monumenta Germaniae Historica
- Database of Latin Dictionaries
 - o including Dictionary of Medieval Latin from British Sources
- L'Année philologique
- Cross Database SearchTool

Brepolis Medieval Bibliographies (Masaryk University only)

- International Medieval Bibliography
- Bibliographie de civilisation médiévale

A collection of full-text Latin literature, including a cross database search tool and access to a database of Latin dictionaries.

The Database of Latin Dictionaries includes tools to assist translation from Latin into modern languages, dictionaries to provide semantic and etymological explanations in Latin of Latin words and historical Latin dictionaries. The Theasurus Formarum is a lexicographical tool that enables the in depth study of the vocabulary of a text, author or period, and comparison of vocabulary of corpora.

Agreement Term: 1 January 2019 - 31 December 2020 + optional 1 January 2021 - 31 December 2022

Access Conditions:

Masaryk University	Campus Wide Licence
Charles University	Standard Licence
Palacky University Olomouc	Standard Licence

A Standard Licence contains 3 simultaneous access and remote access.

A Campus Wide Licence contains unlimited simultaneous access and remote access.

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



Appendix B: Participating Institutions & Fees

This Appendix contains business secrets pursuant to the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, not disclosed in the register of contracts in accordance with provisions of Section 3, Paragraph 1 and Paragraph 2 letter b) of Act No. 340/2015 Coll. (the fees of the individual Participating institutions).

Participating Institution	2019	2020	2021	2022
Masaryk University	XXXX	XXXX	XXXX	XXXX
Charles University	XXXX	XXXX	XXXX	XXXX
Palacký University Olomouc	XXXX	XXXX	XXXX	XXXX
Total (excl. VAT)	19 872 €	20 168 €	20 573 €	20 879 €
Grand total (excl. VAT)	81 492 €			



Appendix C - IP addresses of participating institutions

Masaryk University:

- 147.251.0.0-147.251.49.35
- 147.251.49.37-147.251.255.255

Charles University:

- 78.128.160.0 - 78.128. 209.127
- 78.128.214.66 - 78.128.214.67
- 193.84.55.0 - 193.84.63.255
- 195.113.0.0 - 195.113.66.255
- 195.113.89.0 - 195.113.93.255
- 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 - 195.113.149.183
- 195.113.187.248 - 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
- 195.113.245.0 - 195.113.245.255

Palacký University Olomouc:

- 158.194.0.0-158.194.255.255



Appendix D: Payment Terms

1. The price for the Licensed Materials shall be paid on the Licensor's bank account as stated on the Licensor's invoice.
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 2019 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 value added tax shall be added to all the prices under this Agreement in the value prescribed by the law.
5. The price for each commenced calendar year of the duration of the Agreement shall be paid in two part payments with the following maturity:
 - a. Max 50% on 20 February of the given year for which the Licensed Materials are paid with the exception of the first year of the Agreement, where it is on 20th day of the month following after the Effective date (maturity of the first part payment);
 - b. Max 50% on 30 April of the given year for which the Licensed Materials are paid (maturity of the second part payment);
 - c. 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;
 - d. 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 March 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;
 - e. If the invoice is delivered later, the due date of both part payments shall be within 15 days of the provable invoice delivery date.
6. 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. In the case of invoice (s) in foreign currency, the supplier shall indicate on the invoice (s) outside the cost in foreign currency also the cost converted to Czech crowns according to the rate of the Czech National Bank on the date of taxable transaction, in the case of invoicing VAT, the conversion shall be carried out also for VAT.
7. 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. 89/2012 Coll., The Civil Code, as amended and 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”.

8. 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.
9. Fulfilment 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.
10. The Licensor is not entitled to require any advance payments under this Agreement.
11. The Licensor declares that 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 Licensor is an unreliable VAT payer, the Licensor undertakes to notify such fact to the Licensee in writing without undue delay.
12. The Licensor further declares that he fulfills all the conditions set forth in the Section 109 of the VAT Act, i.e. that he 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 Licensor undertakes that if there is a threat or even a breach of any Licensor's obligation that could lead to the liability of the Licensor for an unpaid tax, he shall notify such fact in writing to the Licensee without undue delay.
13. Any payments made under this Agreement in favor of the Licensor shall be made to the Licensor's bank accounts, which is registered with the tax authority within the meaning of the Section 109 of the VAT Act, which the Licensor confirms. In the event that the Licensor becomes an unreliable VAT payer under the preceding paragraphs or there is a threat that the Licensor becoming an unreliable VAT payer under the preceding paragraphs, or the Licensor's account shall not be registered with the tax administrator, the Licensor expressly agrees that the VAT from the price under this Agreement shall be paid directly to the tax administrator's account in accordance with the binding legislation.
14. 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.

