

STANDARD LICENSE AGREEMENT

EBSCO INFORMATION SERVICES, S.R.O. AND THE NATIONAL LIBRARY OF TECHNOLOGY

This License Agreement (this "Agreement") is made between EBSCO Information Services, s.r.o., Klimentská 1746/52, 110 00 Praha 1, ID number 49621823 ("Distributor") 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 Distributor 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. Where the performance of the Distributor's obligation is depending on the activity and/or cooperation of the Publisher, the Distributor shall ensure and is liable for any violation of the rights and/or obligations stipulated herein as a result of activity or inactivity of the Publisher.
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. The Licensed Materials are published by Massachusetts Medical Society, 860 Winter Street, Waltham, MA 02451 USA ("Publisher")
4. Grant of License. Distributor hereby grants to Licensee a non-exclusive, non-transferable (except the following sublicenses), system-wide right limited to the territory of Czech Republic. The Licensee is entitled to grant the sublicenses to Participating Institutions. The Distributor 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 Licensee and 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 Distributor or its suppliers to the Licensee or Authorized Users.

II. Delivery & Access

1. Distributor 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 Secure Network(s) of authorized locations of Licensee and Participating institutions.
 - 1.2. Secure Network means a computer network controlled and operated by Participating Institutions that is accessible only to Authorized Users who are (a) at the Participating Institutions' sites or (b) whose identity is authenticated by Participating Institutions at the time of login.

III. Fees

1. Fees and Payment. Licensee shall pay Distributor for the Licensed Materials pursuant to the terms set forth in Appendix A.
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 Distributor of the intended difference no less than ten (10) days prior to the due date. Distributor 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 Distributor 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.:

1.1. Authorized Users are (a) the employees, students, faculty, and staff of Participating Institution affiliated with the Participating Institution location(s) listed in Appendix B (Participating Institutions and Fees) who are approved by Participating Institution to use a Secure Network and other individuals who are approved by Participating Institution to use a Secure Network while at the Participating Institution sites.

2. Access by and Authentication of Authorized Users. Authorized Users of the Licensee and the 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 Distributor. 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 Distributor on an annual or as needed basis. Licensee and Distributor shall cooperate in the implementation of new authentication protocols and procedures (such as Shibboleth) as they are developed during the term of this Agreement.

2.2. Administered Authentication. In the event that Distributor or Publisher provide 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 Institution and its Authorized Users may:

3.1. Use content from the Licensed Materials in accordance with copyright and other applicable laws for noncommercial purposes.

3.2. Access, browse, view and search the Licensed Materials; print, download, and store a reasonable number of items from the Licensed Materials and provide copies of individual items to other Authorized Users and to third party colleagues for scholarly and research use.

3.3. On occasion supply single copies of articles from the Licensed Materials to a noncommercial library located in the same country as Licensee by post, facsimile or digital transmission to fulfill requests for InterLibrary Loan ("ILL"), provided such use is in accordance with applicable copyright law and Participating Institution's ILL procedures.



- 3.4. Link to or display discrete items of content from the Licensed Materials in course management systems via a Secure Network in connection with course instruction.
4. **No Diminution of Rights.** Nothing in this Agreement, including but not limited to Authorized Uses, shall be interpreted to diminish the rights and privileges of the Licensee, Participating Institutions or Authorized Users with respect to any of the Licensed Materials, including exceptions or limitations to the exclusive rights of copyright owners. In the event that any content included in the Licensed Materials is in the public domain or has been issued under a Creative Commons or other open license, neither Distributor or Publisher shall not place access, use or other restrictions on that content beyond those found in the open license, where applicable.
5. **Amount of Authorized Use.**
 - 5.1. **Unlimited Access.** Subject to the terms of this Agreement, Licensee, Participating Institutions and their Authorized Users shall have unlimited and simultaneous user access to the Licensed Materials.

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.
2. **Modification of Licensed Materials.** Licensee, the Participating, or Authorized Users Institutions shall not modify, manipulate the Licensed Materials without the prior written permission of Distributor.
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 supported by a commercial entity shall not be considered use for commercial purposes.

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 Distributor. In the event the Distributor has notice of unauthorized use of the Licensed Materials, the Distributor will promptly notify Licensee and respective Participating Institution.
2. In the case of unauthorized use which is causing serious and immediate material harm to the Distributor, Distributor 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 Distributor immediately 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. Distributor Performance Obligations

1. The Distributor will use reasonable efforts to ensure that its performance will meet or exceed industry standards and practices. Additionally, the Distributor agrees to the following performance standards.
2. The Distributor is obliged to follow the contract concluded between the Distributor and the Publisher about the license to the Licensed Materials. In the case of breach of such contract the Distributor 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 Distributor and by this to the Licensee and Participating institutions.
3. Availability of Licensed Materials. Upon the Effective Date of this Agreement, Distributor 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, Distributor 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 A is agreed with regards to this availability of Licensed Materials.



4. Persistent Linking. The Licensed Material will be made available in accordance with applicable OpenURL standards (ANSI/NISA Z39.88), and with a mechanism for persistent links to content.
5. Online Terms and Conditions. In the event that Distributor and or 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.
6. Documentation. Distributor will provide complete and up-to-date help and operational documentation for Licensee, Participating Institutions and Authorized Users in an electronic format.
7. Support. Distributor will provide activation and installation support, including assisting Licensee, Participating Institutions and Authorized Users with the implementation of any Distributor software. Distributor will offer reasonable levels of continuing support to assist Licensee, Participating Institutions and Authorized Users in use of the Licensed Materials. Distributor will make its personnel available by email support@ebSCO.com and/or phone +420 234 700 600 during cross section of Distributor’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 Distributor 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.
8. Training. Distributor will provide to Licensee, Participating Institutions and Authorized Users appropriate training relating to the use of the Licensed Materials and any Distributor software. Distributor 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 Distributor software.
9. Quality of Service. The Licensed Materials may be subject to periodic unavailability due to regular maintenance, including, but not limited to, maintenance of the server(s) and other equipment used to host the Licensed Materials, installation or testing of software and loading of content as it becomes available. It is understood that commercially reasonable efforts will be made by Publisher and Distributor to minimize the extent of any period of unavailability due to such regular maintenance. Licensee shall not be entitled to any credit,



reduction or set-off against the license fee for downtime or any interruption in the availability of the Licensed Products. Licensee may elect to terminate this agreement at any time by providing the Distributor with thirty (30) days written notice. In the event of such termination, Licensee shall receive a pro-rated refund of the access fee for the un-expired portion of the subscription term. No credit will be issued for accumulating periods of non-continuous interruptions or any interruption caused by any negligence or willful misconduct of Licensee or failure of equipment, software or services not provided by Distributor.

10. Transfer or Acquisition of Titles. If any portion of the Licensed Materials is transferred to or acquired from another party, Distributor shall with the Publisher use best efforts to ensure that neither Licensee nor the Participating Institutions will lose access to content subject to this Agreement as a result of the transfer or acquisition. Any archival and perpetual access rights that have been granted under this Agreement shall be honored. It is understood that the Publisher will comply with the NISO Transfer Code of Practice, as applicable.¹
11. Notification of Modifications of Licensed Materials. It is understood that from time to time the Publisher may add, change, or modify portions of the Licensed Materials, or migrate the Licensed Materials to other formats. If any of the changes, modifications, or migrations renders the Licensed Materials substantially less useful to the Licensee, the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement in accordance with Section XI.
12. Withdrawal of Licensed Materials. It is understood that the 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.
13. If any such withdrawal renders the Licensed Materials less useful to Licensee, the Participating Institutions or their Authorized Users, Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions in Section XI, below.
14. Itemized Holdings/Title List. The Distributor will provide to the Licensee, prior to the beginning of the calendar year within the current itemized holdings report that specifies the titles included in the Licensed Materials for the next subscription term. Distributor will use reasonable efforts to update itemized holdings reports as soon as is practicable when holdings information changes, and will provide this information to Discovery Service Systems in a timely manner and to Licensee on request. If the Licensed Materials include content covered by the NISO Knowledge Bases And Related Tools (KBART) Recommended Practice,²

¹ <http://www.niso.org/workrooms/transfer/>

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



Distributor will provide itemized holdings lists for the Licensed Materials in KBART-compliant format, including a column/field for dates (YYYY-MM) of additions.

15. Usage Statistics. Distributor makes available use data and itemized data for Licensee, Participating Institutions, individual campuses and labs, on a monthly basis. Statistics shall meet or exceed the most recent project Counting Online Usage of NeTworked Electronic Resources (COUNTER) Code of Practice Release,³ including but not limited to its provisions on customer confidentiality. When a release of a new COUNTER Codes of Practice is issued, Distributor shall comply with the implementation time frame specified by COUNTER to provide use statistics in the new standard format. It is more than desirable that the Standardized Usage Statistics Harvesting Initiative (SUSHI) Protocol⁴ is available for the Licensee to harvest the statistics.
16. Distributor 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. Distributor 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 Distributor 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.
17. Confidentiality of Personally Identifiable Information. The Distributor agrees and shall ensure 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 Distributor or Publisher is compelled by law or court order to disclose personally identifiable information of Authorized Users of patterns of use, Distributor 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. Distributor will notify Licensee and Authorized Users as soon as is practicable if the Distributor's systems are breached and the confidentiality of personally identifiable information is compromised.
18. Notice of the Use of Digital Rights Management Technology. In the event that any type of digital rights management (DRM) technology is used to control the

³ http://www.projectcounter.org/code_practice.html

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



access to or usage of the Licensed Materials, Distributor 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 the Licensee, the 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.

19. Use of Digital Watermarking Technology. In the event any type of watermarking technology is used for any element of the Licensed Materials, Distributor agrees that such watermarks will not reduce readability of content and will not degrade image quality.
20. Branding. Distributor will provide Licensee and the Participating Institutions the option to include with the Licensed Materials the name of the Licensee and/or Participating Institutions Sites at Licensee's discretion and in accordance with the Publisher's specifications and customary practices for all customers.

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 Distributor.
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 Distributor 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 Distributor’s 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.
2. This Agreement shall be in effect from the Effective Date through the expiration date as set out in Appendix A unless terminated earlier in accordance with 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) year term with pricing set in Appendix B unless either party gives written notice of its intention to cancel ninety (90) days before expiration of the current term.

XI. Early Termination

1. Either party may terminate this Agreement at any time by providing the other party with thirty (30) days written notice. In the event of such termination, Licensee shall receive a pro-rated refund of the access fee for the un-expired portion of the Agreement Term. The foregoing shall be Licensee’s sole and exclusive remedy with respect to any such termination. For avoidance of any doubt, the right for compensation of damages arising from any violation or breach of this Agreement shall not be hereby excluded or otherwise limited. In the event of a breach of this Agreement by either party that is likely to cause substantial or irreparable harm to the other party, the thirty (30) day notice period shall be waived. On termination, or expiration, all rights and obligations of the parties shall automatically terminate unless otherwise provided herein.
2. Authorized copies of Licensed Materials made by Authorized Users may be retained for educational purposes and subject to the terms of this Agreement.



XII. Perpetual Rights

1. Post-Cancellation Access to Licensed Material: Upon termination (except if termination is due to a breach of this Agreement by a Participating Institution), Licensee may, upon written request to the Distributor, continue online access to the content from the Licensed Material published from the Effective Date through the date of termination (“Licensed Content”) in accordance with the usage provisions of this Agreement, for a reasonable annual access fee, which fee may be adjusted annually for inflation and/or cost increases. For the avoidance of doubt, the Licensed Content shall not include content published before the Effective Date.
2. In the event that the Licensed Materials are no longer commercially available to the public through the Publisher, the Licensee and Participating Institutions may use such archived Licensed Materials, supplied by Portico, under the same terms as defined by this Agreement. If Licensee has a backup copy of the Licensed Materials as defined in Section IV, the backup copy may be used as an archival copy.

XIII. Warranties

1. Distributor warrants that it has together with the Publisher all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee 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. Distributor warrants that it is authorized to fulfil any of his obligations set out in this Agreement and that this is ensured in the contract concluded with the Publisher.
2. Distributor warrants that the physical object or medium which contains the Licensed Materials will be free from defects for a period of ninety (90) days from delivery.

XIV. Limitations on Warranties

1. Licensed Materials are the result of research and/or contribution by independent individuals or organizations. The Distributor or Publisher is not responsible for the accuracy of any data or conclusions reported in such content. The Licensed Materials are intended for educational, research, and reference purposes only and should not be substituted for the advice of a qualified health care professional.
2. 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 to use the Licensed Materials.

XV. Indemnities

1. Distributor 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 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.

XVI. 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. Neither party to this Agreement may unreasonably withhold or delay such written consent.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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 Distributor and Licensee.

XXII. 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.

XXIII. 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.

XXIV. 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 Distributor:**
EBSCO Information Services, s.r.o.
Klimentská 1764/52
110 00 Praha 1
Czech Republic
Email: info.cr@ebSCO.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

XXV. Audit rights

1. Distributor 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. Distributor 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. Distributor 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 Distributor regardless the termination of this Agreement.

XXVI. Execution

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

DISTRIBUTOR:

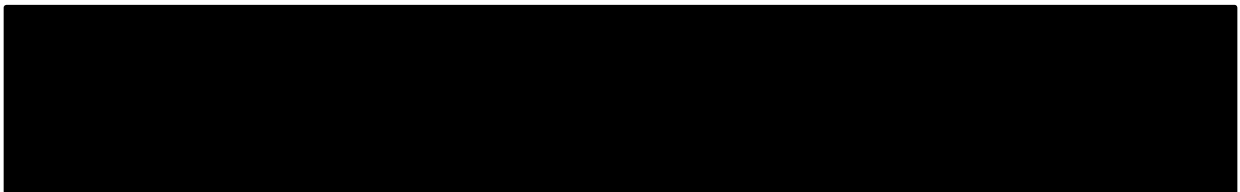


BY:

Signature of Authorized Signatory of Supplier

Cary Bruce
Managing Director
EBSCO Information Services, s.r.o.
Klimentska 1746/52
110 00 Praha 1, Czech Republic
E-mail: 

LICENSEE:



BY:

Signature of Authorized Signatory of Licensee

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



Appendix A: Business Terms

Licensed Materials:

- Name: The New England Journal of Medicine
- Number of titles, if applicable: One
- Dates covered, if applicable: 1990-current
- Description: Weekly, online medical journal

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

Access Conditions: Unlimited simultaneous user systemwide perpetual access

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

Fees and Negotiated Discounts:

- Total Fee for the period 2019 - 2022: \$130 583,00
- License Fee / year:
 - 2019: \$ 21 872,00
 - 2020: \$ 34 484,00
 - 2021: \$ 36 208,00
 - 2022: \$ 38 019,00

Payment Terms:

1. The price for the Licensed Materials shall be paid on the Distributor's bank account stated in the 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 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 March 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 February 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 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;



- 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 Distributor 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 Distributor for completion/correction. In such case, the term of payment shall be interrupted and the new term of payment shall run from the provable 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. 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.
 9. The Distributor is not entitled to require any advance payments under this Agreement.
 10. The Distributor 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.



Appendix B: Participating Institutions & Fees

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 and Paragraph 2 letter b) of Act No. 340/2015 Coll. (the fees of the individual Participating institutions).

<u>Instituce</u>	<u>Institution</u>	<u>-</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Fakultní nemocnice u sv. Anny v Brně	St. Anne's University Hospital Brno	USD				
Institut klinické a experimentální medicíny	Institute for Clinical and Experimental Medicine	USD				
Univerzita Karlova	Charles University	USD				
Univerzita Palackého v Olomouci	Palacký University Olomouc	USD				
Ústav hematologie a krevní transfuze	Institute of hematology and blood transfusion	USD				
			\$21 872	\$34 484	\$36 208	\$38 019



Appendix C: IP Addresses of Participating Institutions

#	<i>English name</i>	<i>Czech name</i>	<i>IP ranges</i>
1.	St. Anne's University Hospital Brno	Fakultní nemocnice u sv. Anny v Brně	195.113.158.192 - 195.113.158.255
2.	Institute for Clinical and Experimental Medicine	Institut klinické a experimentální medicíny	195.113.187.93 212.67.92.35
3.	Charles University	Univerzita Karlova	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
4.	Palacký University Olomouc	Univerzita Palackého v Olomouci	158.194.0.0.-158.194.255.255

