



**Smlouva**  
**o zajištění elektronického informačního zdroje Central and Eastern  
European Online Library** č. 119/0VZ/PJ/2016

uzavřená níže uvedeného dne, měsíce a roku ve smyslu ustanovení § 1746 odst. 2 zákona č. 89/2012 Sb., občanský zákoník, ve znění pozdějších předpisů (dále jen „občanský zákoník“)

**1. Smluvní strany**

**1.1 Dodavatel:**

**Albertina icome Praha s.r.o.**

zapsán v obchodním rejstříku, vedeném Městským soudem v Praze, oddíl C, vložka 20775

Se sídlem: Štěpánská 16, 110 00 Praha 1  
Zastoupený: Ing. Vladimírem Karenem, jednatelem  
Osoba oprávněná jednat ve věcech technických: Ing. Jakub Petřík

Tel: [redacted]

IČ: 49612158

DIČ: CZ49612158

Bankovní spojení: [redacted]

(dále jen „dodavatel“)

**1.2 Odběratel:**

**Univerzita Palackého v Olomouci**

veřejná vysoká škola – režim existence dle zákona č. 111/1998 Sb., o vysokých školách a o změně a doplnění dalších zákonů (zákon o vysokých školách), ve znění pozdějších předpisů

Se sídlem: Křížkovského 8, 771 47 Olomouc  
Rektor: prof. Mgr. Jaroslav Miller, M.A., Ph.D.

Osoba oprávněná jednat ve věcech technických: [redacted]

IČ: 61989592

DIČ: CZ61989592

**Bankovní spojení:** [redacted]

(dále jen „odběratel“)

**2. Prohlášení smluvních stran**

2.1. Dodavatel je smluvním partnerem poskytovatele elektronického informačního zdroje Central and Eastern European Online Library a zároveň jeho oprávněným a jediným autorizovaným distributorem v České republice. Dodavatel je oprávněn zprostředkovat tyto licence k produktům v ČR. Dodavatel prohlašuje, že není nabyvatelem těchto licencí na základě licenčních smluv mezi poskytovateli a dodavatelem.



### 3. Předmět smlouvy

3.1 Předmětem smlouvy je zajištění předplatného na kolekci plnotextových časopisů ze zemí střední a východní Evropy - Central and Eastern European Online Library (dále též jen „C.E.E.O.L.“), specifikovanou dále v příloze 1 této smlouvy (dále jen "produkty") pro odběratele. Produkty jsou poskytovány formou online přístupu k serverům poskytovatele licence uvedenému v příloze 1 této smlouvy (dále jen „poskytovatel“) na období počínaje od 1.1.2017 do 31.12.2017.

3.2. Předmětem této smlouvy je i technická a provozní podpora pro zpřístupnění elektronického informačního zdroje C.E.E.O.L. oprávněným uživatelům po dobu trvání smlouvy, odborné konzultace a spolupráce při zajištění školení pro uživatele. Dále jsou součástí předmětu také ostatní práce a výkony touto smlouvou výslovně neuvedené, avšak dodavatel věděl, vědět měl nebo mohl vědět s ohledem na svoje odborné znalosti a zkušenosti, že jejich provedení je nutné pro řádné splnění smlouvy.

3.3. Vzhledem k charakteru předmětu smlouvy (obsah elektronických informačních zdrojů je chráněn autorským právem) se na užití produktů vztahuje ustanovení licenčních podmínek resp. licenčního ujednání konkrétního poskytovatele.. Kopie platné licenční smlouvy podepsané v roce 2015 tvoří přílohu č. 2 této smlouvy.

### 4. Cena a platební podmínky

4.1. Cena za plnění v rámci této smlouvy se stanovuje dohodou mezi odběratelem a dodavatelem ve výši 90 039,83 Kč bez DPH. Právo fakturovat vzniká dodavateli dnem prokazatelného zahájení poskytovaného plnění dle této smlouvy, který je zároveň dnem uskutečnění zdanitelného plnění. Odběratel uhradí cenu na základě faktury vystavené dodavatelem ve lhůtě splatnosti 30 dnů ode dne prokazatelného doručení faktury odběrateli.

4.2. Faktura musí splňovat náležitosti daňového a účetního dokladu podle zákona č. 563/1991 Sb., o účetnictví, ve znění pozdějších předpisů, zákona č. 235/2004 Sb., o dani z přidané hodnoty, ve znění pozdějších předpisů a musí mít náležitosti obchodní listiny dle § 435 občanského zákoníku. V případě, že daňový doklad výše uvedené náležitosti nebude splňovat, nebo bude obsahovat nesprávné údaje, vrátí odběratel daňový doklad do dne splatnosti daňového dokladu k opravení bez jeho proplacení. Lhůta splatnosti se v takovém případě dnem zpětného odeslání staví a poté počíná běžet znovu ode dne doručení opravené či nově vyhotovené faktury na adresu odběratele uvedenou v záhlaví této smlouvy.

4.3. Pro případ prodlení odběratele se zaplacením faktury je tento povinen zaplatit dodavateli úrok z prodlení z dlužné částky v zákonné výši, který je splatný do 10 dnů ode dne doručení výzvy k jeho zaplacení.

### 5. Odpovědnost za vady a smluvní pokuta

5.1. Dodavatel se zavazuje zpřístupnit produkt odběrateli od 1. 1. 2017 do 31. 12. 2017. Pro případ porušení tohoto závazku se sjednává smluvní pokuta ve výši 0,05 % ze smluvní ceny za každý den prodlení. Dodavatel není v prodlení podle předchozí věty v případě, že dojde k prodlení ve zpřístupnění produktu v důsledku prodlení s podpisem písemných licenčních ujednání mezi odběratelem a poskytovatelem (pokud poskytovatel vyžaduje písemnou formu).



5.2. Dodavatel neodpovídá za to, jak aktuální a kvalitní informace jsou v zpřístupňovaných informačních zdrojích k dispozici. Dodavatel rovněž neodpovídá za případnou existenci poruch v přístupu k informačním zdrojům či jejich dočasnou nedostupnost, kterou nezavinil porušením svých povinností.

5.3. Dojde-li během trvání této smlouvy k významným změnám na straně poskytovatele (např. k zásadním změnám v charakteru nebo složení dodávaných elektronických informačních zdrojů, k ukončení poskytování klíčových z nich, k ukončení činnosti poskytovatele apod.) a dodavatel se o takovéto změně dozví, je dodavatel povinen na tuto skutečnost odběratele co nejdříve upozornit a zároveň navrhnout způsob řešení dané situace (např. náhradu jiným elektronickým informačním zdrojem podobného charakteru apod.). Nebude-li odběratel souhlasit s navrhovaným řešením, je dodavatel oprávněn vypovědět plnění smlouvy v dotčené části s výpovědní dobou 30 dní. Ostatní ustanovení smlouvy zůstávají v platnosti.

5.4. Sjednáním smluvní pokuty není dotčeno právo smluvní strany oprávněné požadovat smluvní pokutu na náhradu škody jí vzniklé, a to i ve výši smluvní pokutu přesahující § 2050 občanského zákoníku se nepoužije. Zaplacením smluvních pokuty není dotčena jí utvrzená povinnost prodlévající smluvní strany plynoucí jí ze smlouvy.

## **6. Závěrečná ujednání**

6.1. Od smlouvy lze odstoupit v případě podstatného porušení smluvních závazků druhou stranou. Odstoupení od této smlouvy musí být učiněno písemně a nabývá účinnosti dnem doručení písemného oznámení druhé smluvní straně. Za podstatné porušení této smlouvy se považují: prodlení odběratele se zaplacením ceny přesahující 20 dnů, prodlení dodavatele se zpřístupněním produktů odběrateli ve sjednané lhůtě.

6.2. Veškeré změny a doplňky této smlouvy musí být učiněny písemnou formou a podepsány oprávněnými zástupci obou smluvních stran. Pro účely doručování právních jednání smluvních stran činěných na základě této smlouvy (výpověď, odstoupení, návrh dodatku či dohody) nebo doručování výzev apod. se uplatní ustanovení § 573 občanského zákoníku. Smluvní strany si dohodly následující pravidla doručování zásilek obsahujících právní jednání nebo výzvu: zásilky jsou zasílány doporučeně, prostřednictvím držitele poštovní licence, na adresu smluvní strany uvedenou v této smlouvě, nebo jinou později oznámenou adresu.

6.3. Tato smlouva je uzavřena podle § 1746 odst. 2 občanského zákoníku a ve věcech neupravených touto smlouvou se práva a povinnosti smluvních stran řídí v celém rozsahu příslušnými ustanoveními občanského zákoníku, pokud není v této smlouvě sjednáno odchylně jinak. Smluvní strany si v souladu s § 630 odst. 1 občanského zákoníku ujednaly odchylně od § 629 odst. 1 občanského zákoníku pro práva vyplývající z této smlouvy nebo jejího porušení delší promlčecí lhůtu počítanou ode dne, kdy právo mohlo být uplatněno poprvé, a to promlčecí lhůtu v trvání pěti let, tím však není vyloučeno ustanovení § 639 občanského zákoníku.

6.4. Ujednání této smlouvy jsou vzájemně oddělitelná. Pokud jakákoli část závazku podle této smlouvy je nebo se stane neplatnou či nevymahatelnou, nebude to mít vliv na platnost a vymahatelnost ostatních závazků podle této smlouvy a smluvní strany se zavazují nahradit takovouto neplatnou nebo nevymahatelnou část závazku novou, platnou a vymahatelnou částí



závazku, jejíž předmět bude nejlépe odpovídat předmětu původního závazku. Pokud by smlouva neobsahovala nějaké ujednání, jehož stanovení by bylo jinak pro vymezení práv a povinností odůvodněné, smluvní strany učiní vše pro to, aby takové ujednání bylo do smlouvy doplněno.

6.5. Dodavatel není oprávněn bez souhlasu odběratele postoupit svá práva a povinnosti plynoucí z této smlouvy třetí osobě.

6.6. Tato smlouva nabývá účinnosti dnem jejího podpisu oběma smluvními stranami.

6.7. Tato smlouva je vyhotovena ve čtyřech vyhotoveních s povahou originálu podepsaných oprávněnými osobami obou smluvních stran, přičemž odběratel obdrží tři a dodavatel jedno vyhotovení.

6.9. Odběratel si vyhrazuje právo zveřejnit obsah uzavřené této smlouvy.

6.10. Dodavatel bere na vědomí, že tato smlouva včetně všech jejích příloh podléhá povinnému zveřejnění podle zákona č. 340/2015 Sb., o registru smluv.

6.11. Nedílnou součástí této smlouvy jsou přílohy:

Příloha č. 1 – seznam kolekcí plnotextových časopisů ze zemí střední a východní Evropy - Central and Eastern European Online Library, vč. cenové nabídky dodavatele.

Příloha č. 2 – Kopie licenční smlouvy mezi odběratelem a poskytovatelem elektronického informačního zdroje Central and Eastern European Online Library

V Praze dne 16 -11- 2016

V Olomouci dne 21 -11- 2016

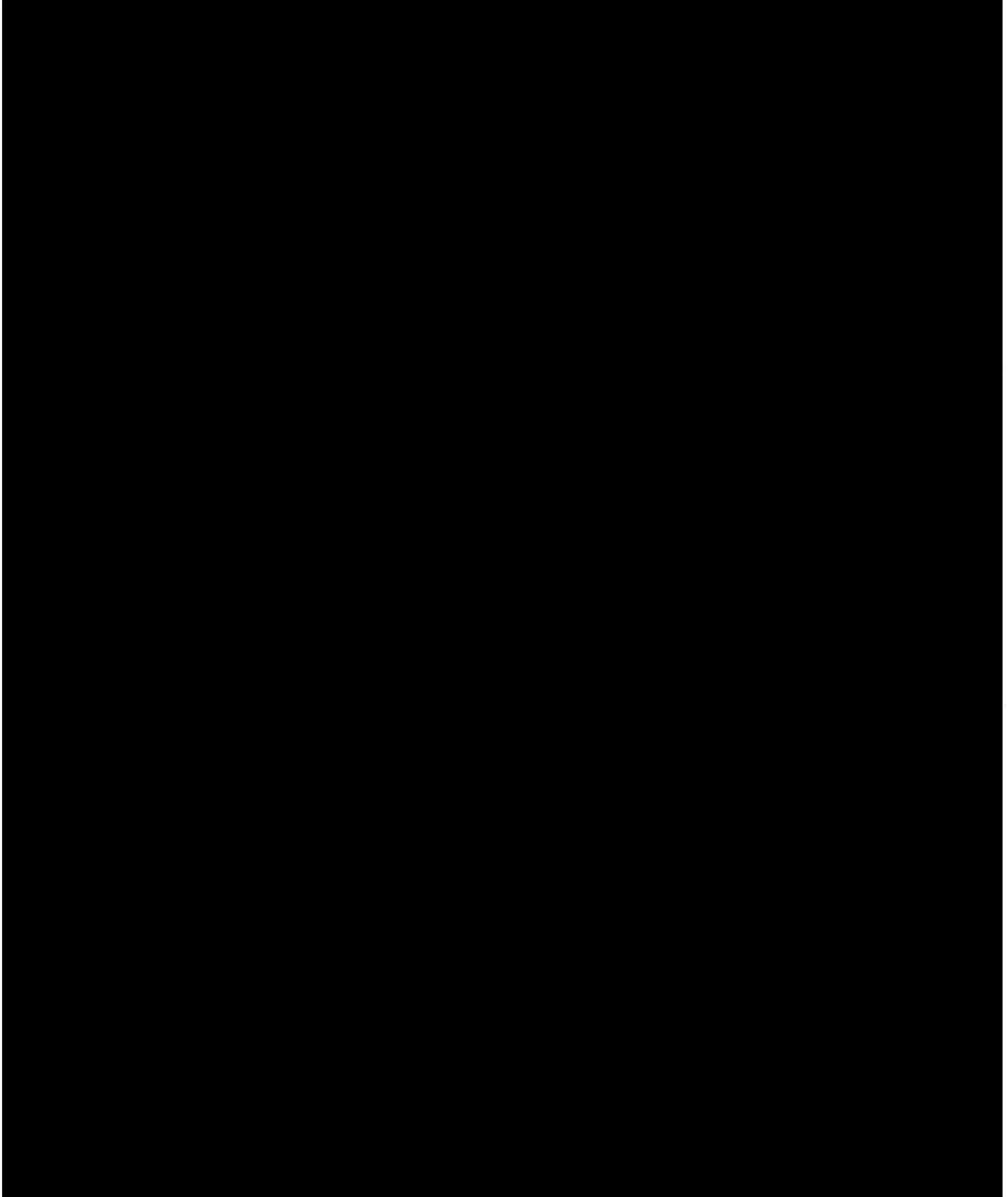
Za dodavatele

Za odběratele

Ing. Jakub Petřík  
pověřený zástupce Albertina icome Praha s.r.o.  
na základě plné moci ze dne 31.8. 2015

prof. Mgr. Jaroslav Miller, M. A., Ph.D.  
rektor UP v Olomouci

**P I n á   m o c**



**Příloha č. 1 – seznam kolekcí plnotextových časopisů ze zemí střední a východní Evropy - Central and Eastern European Online Library**

Title Original	Title English	ISSNNumber	Status	First Year	Last Year
<a href="#">Studia Culturologica</a>	Culturological Studies	0861-6329	CEEOL Digital Reproductions	1992	1996
<a href="#">Старобългарска литература</a>	Medieval Bulgarian Literature	0204-868X	Active	1979	2015
<a href="#">Croatian Journal of Philosophy</a>	Croatian Journal of Philosophy	1333-1108	Active	2001	2016
<a href="#">Review of Croatian History</a>	Review of Croatian History	1845-4380	Active	2005	2015
<a href="#">Zagreber Germanistische Beiträge</a>	Zagreb Studies of German Philology	1330-0946	Active	1992	2015
<a href="#">Acta Onomastica</a>	Acta Onomastica	1211-4413	Active	2006	2016
<a href="#">Politologica. Acta Universitatis Palackianae Olomucensis</a>	Politologica. Acta Universitatis Palackianae Olomucensis	1214-3251	Later issues not available	2003	2008
<a href="#">Theologica Olomucensia. Acta Universitatis Palackianae Olomucensis</a>	Theologica Olomucensia, Acta Universitatis Palackianae Olomucensis	1212-9038	Active	2005	2013
<a href="#">Balkan Reconstruction Report</a>	Balkan Reconstruction Report		Ceased Publication	2003	2004
<a href="#">Bohemica Olomucensia</a>	Bohemica Olomucensia	0231-634X	Active	2009	2015
<a href="#">Časopis pro moderní filologii</a>	Journal for Modern Philology	0862-8459	Ceased Publication	2009	2012
<a href="#">Česká literatura</a>	Czech Literature	0009-0468	Active	2005	2015
<a href="#">Estetika: The Central European Journal of Aesthetics</a>	Estetika: The Central European Journal of Aesthetics	0014-1291	Active	2008	2016
<a href="#">Historica - Sborník prací historických</a>	Historica. Acta Universitatis Palackianae Olomucensis - Facultas philosophica	1803-9561	Active	1996	2016
<a href="#">Judaica Bohemiae</a>	Judaica Bohemiae	0022-5738	Active	1999	2016
<a href="#">Mezinárodní vztahy</a>	International Relations	0323-1844	Active	2002	2016
<a href="#">Naše řeč</a>	Our Speech	0027-8203	Active	2008	2016
<a href="#">Perspectives : review of Central European affairs</a>	Perspectives : review of Central European affairs	1210-762X	Ceased Publication	2003	2014
<a href="#">Politologická revue</a>	Czech Political Science Review	1211-0353	Active	2004	2015
<a href="#">Politologický časopis - Czech Journal of Political Science</a>	Czech Journal of Political Science	1211-3247	Active	2003	2016
<a href="#">Slavia - časopis pro slovanskou filologii</a>	Slavia - Journal for Slavonic Philology	0037-6736	Active	2008	2016
<a href="#">Slovo a slovesnost</a>	Slovo a slovesnost	0037-7031	Active	2004	2016
<a href="#">Soudobé Dějiny</a>	Contemporary History	1210-7050	Active	2003	2015

<a href="#">Střed. Časopis pro mezioborová studia Střední Evropy 19. a 20. století</a>	Centre. Journal for Interdisciplinary Studies of Central Europe in the 19th and 20th Centuries	1803-9243	Active	2009	2015
<a href="#">Studia mediaevalia Bohemica</a>	Studia mediaevalia Bohemica	1804-0977	Active	2009	2015
<a href="#">Новая русистика</a>	New Russian Studies	1803-4950	Active	2008	2015
<a href="#">Σημειωτική - Sign Systems Studies</a>	Σημειωτική - Sign Systems Studies	1406-4243	Active	1998	2014
<a href="#">brücken - Germanistisches Jahrbuch TSCHECHIEN SLOWAKEI</a>	brücken - German Language and Literature Studies Yearbook - Czech Republic and Slovakia	1803-456X	Active	2007	2015
<a href="#">Südost-Forschungen</a>	Southeast-Studies	0081-9077	Later issues not available	1999	2010
<a href="#">Balkananalysis.com</a>	Balkananalysis.com		Active	2001	2014
<a href="#">Acta Baltico Slavica</a>	Acta Baltico Slavica	2392-2389	Active	2005	2015
<a href="#">Język Polski</a>	Polish Language	0021-6941	Active	2007	2016
<a href="#">Konteksty</a>	Contexts	1230-6142	Active	2000	2015
<a href="#">Kwartalnik Filmowy</a>	Film Quarterly	0452-9502	Active	2004	2015
<a href="#">LingVaria</a>	LingVaria	1896-2122	Active	2010	2016
<a href="#">Logopedia Silesiana</a>	Logopedia Silesiana	2300-5246	Active	2012	2015
<a href="#">Pamiętnik Literacki. Czasopismo kwartalne poświęcone historii i krytyce literatury polskiej</a>	Literary Memoir. A Quarterly on the History and Criticism of the Polish Literature	0031-0514	Active	2005	2016
<a href="#">Pisma Humanistyczne</a>	Humanistic Scripts	1506-9567	Active	2013	2015
<a href="#">Polish Sociological Review</a>	Polish Sociological Review	1231-1413	Active	2004	2016
<a href="#">Politeja - Pismo Wydziału Studiów Międzynarodowych i Politycznych Uniwersytetu Jagiellońskiego</a>	Politeia	1733-6716	Active	2010	2016
<a href="#">Poradnik Językowy</a>	The Linguistic Guide	0551-5343	Active	2004	2016
<a href="#">Prace Filologiczne</a>	Philological Studies	0138-0567	Active	2006	2016
<a href="#">Prace Historyczne</a>	History Notebooks	0083-4351	Active	2010	2015
<a href="#">Political Preferences</a>	Political Preferences	2083-327X	Active	2012	2015
<a href="#">Przegląd Humanistyczny</a>	Humanistic Review	0033-2194	Active	2004	2016
<a href="#">Przegląd Zachodni</a>	Western Review	0033-2437	Active	2006	2016
<a href="#">Psychologia Społeczna</a>	Social Psychology	1896-1800	Active	2010	2016
<a href="#">Rozprawy Komisji Językowej</a>	Dissertations of Language Committee	0076-0390	Active	2007	2015
<a href="#">Śląskie Studia Historyczno-Teologiczne</a>	Silesian Historical and Theological Studies	0137-3447	Active	2011	2015
<a href="#">Studia Socjologiczne</a>	Sociological Studies	0039-3371	Active	2004	2016

<u>Teksty Drugie</u>	Second Texts	0867-0633	Active	2005	2015
<u>The Polish Quarterly of International Affairs</u>	The Polish Quarterly of International Affairs	1230-4999	Active	2005	2016
<u>Zdrowie Publiczne i Zarządzanie</u>	Public Health Management	1731-7398	Active	2010	2014
<u>Annales Universitatis Apulensis. Series Philologica</u>	Annals of University of Alba Iulia - Series Philology	1582-5523	Active	2007	2015
<u>Anuarul Institutului de Istorie »A.D. Xenopol« - Iași</u>	Yearbook of the »A. D. Xenopol« Institute of History	1221-3705	Active	2006	2014
<u>Arhivele Totalitarismului</u>	Totalitarianism Archives	1221-6917	Active	2007	2015
<u>Colloquia. Journal for Central European History</u>	Colloquia. Journal for Central European History	1223-5261	Ceased Publication	2009	2012
<u>Journal of Early Modern Studies</u>	Journal of Early Modern Studies	2286-0290	Active	2012	2014
<u>Journal of Psychological and Educational Research (JPER)</u>	Journal of Psychological and Educational Research (JPER)	2247-1537	Active	2011	2016
<u>Lingua. Language and Culture</u>	Lingua. Language and Culture	2068-5351	Active	2010	2015
<u>Psihologia socială</u>	Social Psychology	1454-5667	Active	1998	2015
<u>Revista de Asistență Socială</u>	Social Work Review	1583-0608	Active	2002	2015
<u>Romanian Journal of Political Sciences</u>	Romanian Journal of Political Sciences	1582-456X	Active	2002	2015
<u>Schutzian Research. A Yearbook of Lifeworldly Phenomenology and Qualitative Social Science</u>	Schutzian Research. A Yearbook of Lifeworldly Phenomenology and Qualitative Social Science	2248-1907	Active	2009	2014
<u>Studia Universitatis Babes Bolyai - Historia Artium</u>	Studia Universitatis Babes Bolyai - Historia Artium	2065-958X	Active	2008	2015
<u>Studia Universitatis Babes-Bolyai - Philologia</u>	Studia Universitatis Babes-Bolyai - Philologia	2065-9652	Active	2005	2016
<u>Studia Universitatis Babes-Bolyai - Psychologia-Paedagogia</u>	Studia Universitatis Babes-Bolyai - Psychologia-Paedagogia	2065-9431	Active	2003	2016
<u>Studia Universitatis Babes-Bolyai - Studia Europaea</u>	Studia Universitatis Babes-Bolyai - Studia Europaea	2065-9563	Active	1996	2016
<u>ISTORIJA 20. VEKA</u>	The History of The 20th Century	0352-3160	Active	2004	2016
<u>Architektúra &amp; Urbanizmus</u>	Architecture & Town-Planning	0044-8680	Active	2009	2015
<u>Historický časopis</u>	Journal of History	0018-2575	Active	2007	2014
<u>International Issues &amp; Slovak Foreign Policy Affairs</u>	International Issues & Slovak Foreign Policy Affairs	1336-0361	Active	2004	2015
<u>Kultúrne dejiny</u>	Cultural History	1338-2209	Active	2010	2016
<u>Otázky žurnalistiky</u>	Problems of Journalism	0322-7049	Active	2007	2016
<u>Sociológia - Slovak Sociological Review</u>	Sociology - Slovak Sociological Review	0049-1225	Active	1995	2016

<u>World Literature Studies</u>	World Literature Studies	1337-9275	Active	2009	2016
<u>Yearbook of Slovakia's Foreign Policy</u>	Yearbook of Slovakia's Foreign Policy	0000-0000	Active	2000	2011
<u>Journal on European History of Law</u>	Journal on European History of Law	2042-6402	Active	2010	2016
<u>Geopolitics, History, and International Relations</u>	Geopolitics, History, and International Relations	1948-9145	Active	2009	2016
<u>Contemporary Readings in Law and Social Justice</u>	Contemporary Readings in Law and Social Justice	1948-9137	Active	2009	2016
<u>New Perspectives. Interdisciplinary Journal of Central &amp; East European Politics and International Relations</u>	New Perspectives. Interdisciplinary Journal of Central & East European Politics and International Relations	2336-825X	Active	2015	2016
<u>ГОДИШНИК НА ИНСТИТУТОТ ЗА СОЦИОЛОШКИ И ПОЛИТИЧКО-ПРАВНИ ИСТРАЖУВАЊА</u>	Annual of the Institute for Sociological, Political and Juridical Research	1857-7350	Later issues not available	2009	2009

New Perspectives. Interdisciplinary Journal of Central & East European Politics and International Relations navazuje na titul Perspectives : review of Central European affairs

Univerzita Palackého v Olomouci (UP) - Ústřední knihovna  
Bibliograficko-inf.slужby, EIZ

Věc: Nabídka č. 3J60240

V Praze dne 9.11.2016

Vážená paní doktoro,

dovoluji si Vám nabídnout následující produkty:

Název produktu	Vydavatel	Lic.	Cena bez DPH	DPH	Cena s DPH
CEEOL - Central and Eastern European Online Library	CEEOL - Central & Eastern European Online Library	neom.	90 039,83 Kč	21 %	108 948,19 Kč
Předplatné <input type="checkbox"/>	Formát <input checked="" type="checkbox"/> Online <input type="checkbox"/> CD/DVD				

**Poznámky:**

Předchozí předplatné platí do 31.12.2016.

Není-li uvedeno jinak, platí ve sloupci "licence" (Lic.) ceny pro "standalone licence", t.j. použití na samostatném počítači. Síťové ceny jsou standardně tzv. "multi-user / single-site network licence", "single-site" je většinou definované jako síť jednoho právního subjektu na jedné konkrétní adrese (ulice, město).

SU = simultaneous user = počet uživatelů oprávněných pracovat s databází současně (na síti)

**Služby zahrnuté v ceně**

Výše uvedené ceny zahrnují také tyto další služby:

- platbu do zahraničí a související poplatky
- styk s producenty online titulů ve věci licenčních podmínek a smluv, řešení reklamací a problémů s včasností dodávek aktualizací apod.
- technický a poradenský servis
- a další podle druhu a charakteru produktu

**Dodací a platební podmínky**

Platební podmínky: platba předem

Platnost cenové nabídky do: 30.11.2016

Dodavatel si vyhrazuje právo na přiměřenou změnu ceny v případě změny vnějších podmínek (devizového kurzu o více než 0,5 % oproti kurzu ke dni vystavení nabídky, změny ceny výrobce ap.).

V případě objednání produktů bude odběrateli vystavena faktura se splatností 15 dní. Pokud by odběratel byl v prodlení s úhradou faktury, vyhrazuje si dodavatel právo na do fakturování poměrného rozdílu v případě pohybu kurzu nebo změny ceny výrobce ke dni obdržení úhrady na účet dodavatele.

Těšíme se na naši spolupráci.

S pozdravem,

**Upozornění:**

Obsah této nabídky je důvěrný a je určen výhradně jednotlivci resp. právnické osobě, které je adresována. Jakákoli forma užití, vyzrazení, zveřejnění, reprodukce, kopírování, distribuce a šíření této nabídky nebo části jejího obsahu je přísně zakázána a může být označena za nezákonnou. Jiné osoby nejsou oprávněny být seznamovány s jejím obsahem, nahlížet do nabídky či s ní jakkoliv nakládat, jinak se dopustí protiprávního jednání.

Výjimku tvoří případné zveřejnění akceptované nabídky podle zákona 340/2015 Sb. (zákon o registru smluv).

# Central and Eastern European Online Library

CEEOL Licensing agreement no. \_\_\_\_\_

AGREED on \_\_\_\_\_

BETWEEN

1 Central and Eastern European Online Library GmbH in Frankfurt am Main, 60599  
Offenbacher Landstrasse 368 ("CEEOL" or "the Distributor")

and

2 the UNIVERZITA PALACKÉHO V OLIMOVCI, KŘÍŽOVSKÉHO 8, 771 47  
("the Licensee") OLIMOV, CZECH REPUBLIC

**WHEREAS** CEEOL is a distributor and repository provider of scholarly publications and is the creator, developer, owner, and distributor of an online electronic database of scholarly electronic content, which comprises eBooks and journals and Grey Literature. CEEOL holds the rights granted under this Licence

**AND WHEREAS** the Licensee desires to use the rights and the Distributor desires to grant to the Licensee the licence to use the rights for the Fee, subject to the terms and conditions of this Licence.

## 1. Definitions

### 1.1. In this Licence, the following terms shall have the following meanings:

**Authorised Users** Current students and faculty and other staff of the Licensee (whether on a permanent, temporary, contract or visiting basis) and individuals at the Licensee's institution, who access the Service through workstations physically located on the site and are under the control and administration of Licensee, including Walk-in Users (Persons who are permitted to access the Secure Network from computer terminals within Library Premises).

**Commercial Use** Use for the purposes of monetary reward (whether by or for the Licensee or an Authorised User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, neither recovery of direct costs by the Licensee from Authorised Users, nor use by the Licensee or by an Authorised User of the Licensed Materials in the course of research funded by a commercial organisation, is deemed to be Commercial Use.

**Confidential Information** means all information and data concerning the Library and the Licensor (together known as "the Parties"), their respective businesses and the services to be provided under this Agreement, which the Parties designate as being of a secret,

<b>Content</b>	price sensitive or confidential nature, including, but not limited to, any oral information which the Parties designate as proprietary or confidential at the time of disclosure, together with all information regarding usage of the Content.
<b>Party</b>	means the content (regardless whether journals or eBooks or Grey Literature) ordered by the Licensee (or accessible to the Licensee anyhow as Open Access content) and supplied by the Distributor in accordance with Annexes to this agreement.
<b>Price</b>	means a party to this Agreement.
<b>Schedule</b>	means the sums payable to the Licensor for the supply and use of the Content as detailed in the Annexes to this agreement.
<b>Secure Network</b>	means the Schedule(s) attached to these terms and conditions
	A network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorised Users approved by the Licensee whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee. Permission to access the Secure Network from within the premises of the Licensee and from such other places where Authorised Users work or study, including without limitation halls of residence and lodgings and homes of Authorised Users, and who have been issued by the Licensee with a password or other authentication, is granted.

**1.2. Other definitions**

- a) References to the masculine include the feminine and the neutral and the singular includes the plural and vice versa.
- b) A reference to a statutory provision will be interpreted as a reference to such provision as amended or re-enacted from time to time.
- c) The headings to the clauses are for reference only and shall not affect the interpretation or construction of this Agreement.

**2. Term of the Agreement**

The term of journal subscriptions defined in the annex of this agreement shall begin on 12:00 midnight CET on 01.01.2016 and expire at 12:00 midnight CET on December 31, 2016. Thereafter, subscriptions will be renewed automatically each year subject to the terms herein unless either party gives termination notice in writing to the other by December 1 for the following year.

The term of subscriptions ordered as additions by the Licensee during the year shall begin on the day of the order-confirmation. It shall be invoiced pro-rata for the rest of the respective year and renewed as described in the previous paragraph.

The term of this agreement as far as it is applied to content purchased by the Licensee shall begin with date and time of any order confirmation at any time regardless the rhythm of invoicing and payment, and establish perpetual access for the Licensee to the respective content.

Any future content order confirmed by the Licensee and CAAOL is considered as an add-on to and a future integral part of Annex 1 or 2 of this agreement.

**2.1. Access of Institutional Users / Libraries to any content from the CEEOL repository requires**

- 2.1.1. the registration of the library as an institutional user
- 2.1.2. the deployment and registration of at least one librarian as the contact person for CEEOL regarding all aspects of content, access and the library data in the repository (*profile-data, IP-ranges etc.*)
- 2.1.3. the payment of the annual platform access and maintenance fee covering services (*MARC records, usage statistics...*) and administrative.

3. **NOTIFICATION OF LICENSE TERMS AND CONDITIONS**

The Licensee is responsible for informing all of the Authorized Users within the institution of the Terms and Conditions governing access to the selected book and/or journal products on CEEOL. The Terms and Conditions differ for Journals content, purchased eBooks, and accessible Grey Literature, and are contained herein as Annexes 1 and 2, respectively. All reasonable efforts should be made to ensure that Authorized Users at Licensee's institution are aware of, and abide by, the terms and conditions that apply to all of that institution's selected products.

4. **COPYRIGHT AND PERMISSIONS**

Unless otherwise noted, Publishers hold the copyright on all electronic content accessible on CEEOL. Authorized Users may make all use of the content as is consistent with the exceptions and limitations of the US Copyright Act, including 17 USC §107, §108, §110, §121, and the Copyright Act of Canada and analogue directives in force in the European Union. A list of the Publishers participating in CEEOL can be found on the CEEOL web site.

In the event of a dispute between a Publisher and any contributor to CEEOL with respect to the electronic distribution of any journal or book content, CEEOL shall have the right to remove such content, and will do so upon the Publisher's request.

CEEOL shall give prompt notice of any such changes to the affected Licensee. If any modifications render the content less useful to the Licensee, Licensee may treat such modifications as a material breach subject to the early termination provisions of this agreement.

If the withdrawal represents more than ten per cent (10%) of a purchased or subscribe collection of content, CEEOL shall refund to the affected Licensee that part of the fee that is in proportion to the amount of material withdrawn. If the modification results in the content being no longer useful to the Licensee, Licensee within thirty (30) days of such notice treat such changes as a breach of this License.

Requests for authorization to distribute copies of journal or eBook content for use outside of the provisions listed above should be sent directly to the copyright holding publisher or to the Copyright Clearance Center (CCC). No permission requests should be sent to CEEOL.

**SEND: Requests from Inner Europe to:**

RightsDirect  
Hoogoorddreef 9, 1101 BA  
Amsterdam, Netherlands  
Phone: +31 20 312 0437

Or make your request online:

<http://www.rightsdirect.com>

**Requests From outside Europe:**

Copyright Clearance Center (CCC)  
27 Congress, 222 Rosewood Drive  
Danvers, MA 01923  
Phone: 978-750-8400 Fax: 978-646-8600

<http://www.copyright.com/>

5. **ACCESS AND AUTHENTICATION**

The CEEOL Web-application permits access by recognizing the authorized IP addresses. Distance learners and alumni who access the internet via campus IP accounts or a secure proxy server may use CEEOL, but direct access is not available through independent service providers. Referring URL is also offered as an alternative method for remote access, so long as a secure system is in place allowing only Authorized Users, as described above, access to CEEOL via the referring URL. CEEOL also supports access via Athens or Shibboleth authentication.

At the time an order is placed, the Licensee provides IP addresses for all institutional networks and computers that require access to CEEOL journal and/or book content, as well as any relevant details for enabling access via referring URL, Athens, or Shibboleth. No credit is given for the submission of incorrect or incomplete IP ranges or access details, or for IP information or access details submitted late. Any changes or additions to IP addresses may be submitted at any time and will be updated in a timely manner.

The Licensee will make reasonable efforts to create and maintain appropriate security measures to ensure that only Authorized Users can access subscribed or purchased content online. The Licensee will use reasonable efforts to ensure that all IP addresses provided for access to CEEOL content are controlled by its institution exclusively for internet access by Authorized Users. Valid IP addresses must not include those of publicly accessible proxy or cache servers.

CEEOL prefers that content be accessed on its web-application. If a non-negotiable condition for purchase of a CEEOL eBook Collection is local loading of content by the Licensee, CEEOL will accept this condition so long as it can be accomplished through a mutually agreeable process that does not create an undue burden on CEEOL's technical staff. Local loading of subscribed, not purchased, content is not allowed. If the Licensee chooses to locally load and serve CEEOL eBooks content Licensee must provide CEEOL with COUNTER-compliant statistics reports for the usage of content on its local server.

6. **USAGE STATISTICS**

CEEOL shall make available to the Licensee COUNTER-compliant usage data on the subscribed or purchased content(s) on a quarterly basis, for private internal use by CEEOL and the Licensee only.

7. **PRICING AND PAYMENT TERMS**

7.1. **Pricing of institutional access to CEEOL** consists of

- a) an annual platform access and maintenance fee as set by CEEOL, and
- b) the annual subscription fees of journals selected for subscription by the Licensee
- c) the purchase prices of eBooks ordered by the Licensee

7.2. **Discounted Pricing**

The list price for the Licensee will be determined according to CEEOL's tiered pricing model for both journal and book collections. Provided the Licensee is CEEOL-user as member of a consortium, all orders placed directly by himself or via the Consortium

will receive a consortia discount based on the number of participating institutions and related discount.

CEEOL, from time to time, will offer journals and eBooks compiled into packages for special package-discounted prices. If the package discount is higher than the consortium discount the Licensee is entitled to, the package discount will be applied. The Licensee, at any time, is free to compile "customized packages" according to the particular needs and profiles of his institution. Customized packages receive discount as defined in CEEOL's rules regarding volume discount.

### **7.3. Consortium Requirements**

In order for Participating Members to receive the Discounted Price, the Consortium must meet the minimum requirement of five participating members. However the member can decide to order content individually instead of using access rights to an overall portfolio of content ordered by the consortium. In that case, all members shall be able to accept individual invoices for their particular contemporaneous journal subscription orders, and/or all contemporaneous book purchase orders and to submit an individual payment.

A consortium generally consolidating the process of subscribing or purchasing content on behalf of all members shall be able to accept single consolidated invoices for all contemporaneous journal subscription orders, and/or all contemporaneous book purchase or subscription orders from Participating Members, and submit a consolidated payment for the full balance of such invoices.

### **8. Access Activation**

For access to be enabled to CEEOL journal- or book content, the Licensee must provide technical and administrative data about its campus or institution via the CEEOL online order procedure or other mutually agreed upon method. A Consortium may submit this information on behalf of its participating members. Upon receipt of a fully completed order, CEEOL will permit the Licensee access to the applicable CEEOL content. The Licensee assumes responsibility for ensuring that CEEOL receives the necessary technical and administrative data to facilitate each Participating Member's access. No credit will be given if Licensee submits technical information late for subscription orders, resulting in a delayed start date.

### **9. Ordering, Invoicing and Payment Terms**

#### **9.1. Order of Access to content**

CEEOL is offering the Licensee the acquisition of access to content of the repository in *subscription* or in *purchase* mode. Purchase applies to any order of access to limited objects (eBooks) or limited ranges of content (a particular range of journal volumes), while subscription applies to continuous lines of publications (ongoing journals). Purchases result in unique invoicing and payment, while subscription causes annually renewable invoicing and payment unless Licensee gives termination notice in writing to CEEOL by December 1 for the following year.

Licensee is naming one or several employees as contact persons being authorized to place orders and being registered as librarians for personal log-in to the CEEOL repository. Orders can be placed on-line by selecting content in a pick & chose way or by ordering package-wise.

Licensee is asked to register on-line an individual profile of interests of the library which may be, in any visit of the web-site, activated and used as a filter to make only such content visible which meets the library's areas of interest. The profile may be composed of various subject areas, regions of origin and/or languages of the content.

Any registered contact person of the Licensee can, at any time, pre-select content and save this selection as a pre-order-list. The list remains open for additions to or removals from the list as long as it is not sent as final order to CEEOL.

#### **9.2. Invoicing**

Upon receipt of confirmed order(s) for journal or eBooks content, an invoice to the Licensee (or the consortium) will be generated. Licensee will remit payment for the order(s) within 60 days of receipt of invoice. If complete payment is not received by CEEOL within 60 days, access to CEEOL content billed on that invoice may be denied to the Licensee until payment is received. No credit will be given for periods without access as a result of late payment.

#### **9.3. Mid-Term Additions of New Participating Members**

Licensee, at the time of the signing of this agreement, will provide a basic list of

- journals selected for subscription, or
- limited ranges of journal volumes selected for purchase, and
- a list of eBooks or Grey Literature content<sup>1</sup> or packages thereof

New subscription or purchase orders may be placed at any time. New orders will be billed at the prices established in section 7 above. Subscriptions that begin after January 31 will be prorated to the number of months remaining in the current calendar year term, with all subscriptions expiring on December 31. Mid-year withdrawals or substitutions will not be allowed.

#### **9.4. Subscription Renewals**

At renewal time, usually around October 1, CEEOL will provide the Consortium with pricing information for the following year. Within 60 days of pricing notification, Licensee will provide CEEOL with a list of renewals, including details on any changes to subscription options or administrative and technical information. No later than December 1, CEEOL will invoice the Consortium for all confirmed renewals and new orders. Renewal orders must be paid in full within 60 days of receipt of invoice to ensure the Participating Members' continued access.

#### **9.5. eBook Purchase**

All CEEOL eBooks and eBooks-packages are available for a one-time and non-recurring purchase fee. For all orders received as an on-line registered order access to the content can be immediately established through the confirmation of the order by the responsible CEEOL-admin. Upon receipt of full payment, perpetual access rights are granted to the Licensee. Orders sent to CEEOL in different way may require due time of few days in order the access rights to be implemented.

#### **10. Warranty and Indemnity**

---

<sup>1</sup> if the latter is not in Open Access anyhow

The Licensor warrants, represents and undertakes that:

- it has all legal right, power and authority to enter into this Agreement, and to supply the Content to the Licensee; and
- the grant of the rights by the Licensor to the Licensee under this Agreement will not violate any copyright or other proprietary right of any third party.
- The Licensor agrees to indemnify, defend and hold the Licensee harmless from any cost, loss, liability or expense (including reasonable legal fees) incurred by the Licensee as a result of any claim, demand, or litigation ("Claim") brought against the Licensee by any party other than the Licensor, provided that:
  - the Library shall promptly notify the Licensor of any such Claim;
  - the Licensor shall have sole control of the defense and settlement of any such Claim;
  - the Library shall provide the Licensor with reasonable assistance in such defense as the Licensor may reasonably require, at the Licensor's cost; and
  - the Library shall not incur any cost or expense for the Licensor's account without the Licensor's prior written consent.
- Should the Licensor not confirm in writing to the Library within forty five (45) days after the date of the Library's notice of a claim under clause 10 par. 3, that the Licensor intends to defend against the action or thereafter fails to diligently defend against the action, the Library may defend and/or settle the action subject to the Licensor's indemnification as provided for herein.
- To the fullest extent permitted by law, neither Party shall be liable to the other for consequential, indirect, special or exemplary damages including but not limited to damages for loss of profits, business or anticipated benefits whether arising under tort, contract, negligence or otherwise whether or not foreseen, reasonably foreseeable or advised of the possibility of such damages, other than as provided for in clause 10. par.3
- The express terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise including but not limited to any implied warranties of merchantability or fitness for any particular purpose all of which are hereby excluded to the fullest extent permitted by law.

## **11. Termination**

- 11.1.** Either Party may terminate this Agreement immediately by written notice, if the other shall:
- commit a material or persistent breach of any term of this Agreement and fail to remedy the breach (if capable of remedy) within thirty days of notification in writing by the other Party; or
  - be unable to pay its debts as they fall due; or
  - enter into any composition with its creditors or enter into liquidation whether compulsory or voluntary (other than for the purposes of solvent reconstruction or amalgamation); or

- have a receiver, administrator or administrative receiver appointed over the whole or any part of its assets or undertaking; or
- present a petition for an administration order or cease business (or in each case the equivalent in the relevant jurisdiction); or
- undergo an adverse change of control, by which is meant a change of control which may:
  - seriously affect that Party's ability to perform the contract; and/or
  - bring the other Party's reputation into disrepute; or
- undertake any action or have any action taken against it analogous to any of the foregoing in any jurisdiction.

11.2. Upon termination of the Agreement, the Licensee shall have no obligation to make any further payment, provided that the Licensee shall remain responsible for all payments attributable to the period prior to termination.

11.3. Termination of this Agreement shall be without prejudice to any accrued rights of either Party and shall not affect obligations which are expressed not to be affected by expiry or termination hereof.

## 12. Confidentiality

12.1. Subject to Clause 13, each Party agrees that it will, and will procure that its officers, employees, agents and sub-contractors will keep strictly confidential the Confidential Information and will not use the Confidential Information of the other Party other than for the performance of its obligations under this Agreement. Confidential Information shall not include any information or data which the receiving Party is clearly able to demonstrate as information that comes into its possession otherwise than in breach of a legal obligation of confidentiality to the other Party to this Agreement.

12.2. Subject to Clause 8, each Party shall limit access to the Confidential Information of the other Party to those of its officers, employees, agents and sub-contractors who have a need to know such information in connection with the performance of this Agreement.

12.3. The obligations of the Parties relating to the Confidential Information shall survive for a period of five years after the termination or expiration of this Agreement, howsoever occasioned.

12.4. Notwithstanding any other term of this Agreement, the Licensor hereby gives its consent for the Licensee to publish the Agreement in its entirety, including from time to time agreed changes to the Agreement, to the general public. The Licensee may consult with the Licensor to inform its decision regarding any redactions, but the Library shall have the final decision in its absolute discretion. The Licensor shall assist and cooperate with the Library to enable the Library to publish this Agreement.

## 13. Freedom of Information

The Licensor acknowledges that the Licensee might be subject to the requirements of the Freedom of Information Act 2000 ("the Act"), and shall provide all necessary assistance as reasonably required by the Licensee to enable him to comply with the Act. The Licensor agrees to provide any such assistance to the Licensee within five working days of any request made by the Licensee under this clause 13.

**14. Intellectual property rights**

The Licensee acknowledges that the Content is owned by the Licensor or (where relevant) the Licensor's third-party suppliers and is protected by database rights, copyright laws, international treaty provisions and all other applicable national laws. All rights in the Content and all parts thereof and all copyright, patent, other intellectual property rights, database rights and all goodwill associated therewith remain the property of the Licensor or its third-party suppliers and no rights therein pass to the Library save for those expressly granted under this Agreement. The Library shall not hold out to be the owner of the intellectual property rights in the Content, or as being entitled to use any of it other than as permitted under this Agreement.

**15. Additional Terms**

If any provision or provisions of this License Agreement shall be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

CEEOL will not be held liable for any delays, inaccuracies, errors or omissions in its repository, in the transmission or delivery of all or any part thereof, or for any damages arising from any of the foregoing. CEEOL does not represent or endorse the accuracy or reliability of any content.

In the event either party commits a breach of the agreement, the breaching party will be informed in writing, and given 60 days to mend the breach. If the breach is not cured, the non-breaching party may terminate the agreement upon written notice and, in the case of the licensee as the non-breaching party, with a pro-rated discount.

**16. Force Majeure**

Neither Party shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to failure of any telecommunications or other delivery system, fires, strikes (of its own or other employees), insurrection or riots, embargoes, requirements or regulations of any civil or military authority including, without limitation, compliance with any law, court or governmental order, rule, regulation or direction or any action taken by a government or public authority (an "Event of Force Majeure")

Each of the Parties hereto agrees to give notice immediately to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

If a default due to an Event of Force Majeure shall continue for more than three months then the Party not in default shall be entitled to terminate this Agreement.

**17. Entire agreement**

**17.1.** This Agreement comprises the entire agreement between the Parties relating to the subject matter hereof, and shall supersede any and all prior or collateral agreements, negotiations, notices of intention, communications, understandings and representations, whether written or oral. Each Party acknowledges that in entering into this Agreement it has not relied and is not relying on any representations or warranties (whether implied or otherwise) other than those expressly set out in this

Agreement and the Parties irrevocably and unconditionally waive any right they may have to any remedy in respect of any other such representation or warranty except in the case of fraud.

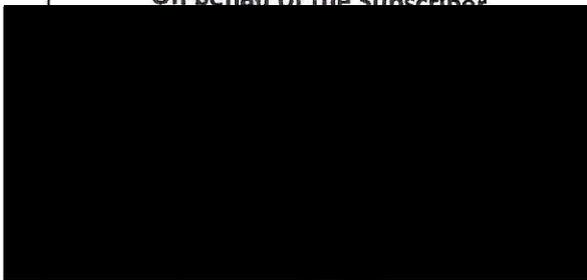
17.2. The Parties shall not be bound or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth in this Agreement and no changes, amendments or additions to any part of any document incorporated in this Agreement, and no subsequent documentation purported to be incorporated herein, shall be valid unless in writing and signed by the duly authorized representative of each Party.

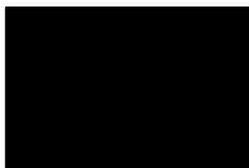
17.3. This Agreement will take precedence over any terms and conditions which appear in the Licensor's terms and conditions or other related documents ("Documentation"). No terms or conditions in any such Documentation in addition to or different from the provisions of this Agreement will be binding on either Party or made a part of this Agreement, unless such Documentation constitutes an amendment to this Agreement made in accordance with clause 17.2. above.

18. **Governing Law**

This Agreement shall be governed and construed in accordance with German law.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be duly executed as of the date and year below.

On behalf of the Subscriber		On behalf of CEEOL	
		Signature:	
		Authorized Signatory	Date
		Name	Title
PROF. MGR. JAROSLAV MILLER, M.A., Ph.D.			
Institution		Institution	
UNIVERZITA PALACKÉHO V OLOMOUČI		Central and Eastern European Online GmbH	
Street Address		Street Address	
KRIŽKOVSKÉHO 8		Offenbacher Landstrasse 368	
City	Zip/Postal Code	City	Zip/Postal Code
OLOMOUČ	771 44	Frankfurt am Main	D - 60599
State/Province	Country	State/Province	Country
	CZECH REPUBLIC		Germany



## Annex I: CEEOL Institutional Subscriber Licensing Agreement

This Institutional Subscriber Licensing Agreement to the Central and Eastern European Online Library is by and between Central and Eastern European Online Library GmbH, the distributor of content in digital format provided by a large number of publishers, publishing research institutes and/or other content-provider entities, and UNIVERZITA PALACKÉHO V OLOMOUCI (the "Licensee").

### 1. General Terms

#### 1.1. Subscribing to journals content by Institutional Users / Libraries

Journals content is offered in the CEEOL repository for access by library patrons as

- a) Open Access Content, and
- b) Payable Journals Content

Open Access Content is freely accessible via the web-site of the CEEOL-repository. The *Download of Metadata* of such content in *MARC-Records* format requires the registration as Institutional User of CEEOL and is covered by the annual maintenance fee.

Access to **Payable Journals Content** can be acquired by libraries in form of

- a) an **open and ongoing subscription** (= *open for the regular and continued addition of new issues*). Open and ongoing subscriptions will renew annually unless either party gives termination notice in writing to the other by latest December 1 for the following year.
- b) a **limited range purchase** (= a limited range of annual journal volumes defined by a first year and a last year). Limited range content (if payable) is offered for **Purchase** and for *perpetual access*, as long as the Licensee remains generally an Institutional User of CEEOL)

#### 1.2. Subscriptions to CEEOL journals content<sup>2</sup> can be done by librarians through

- a) compiling by pick & chose an **Individual Subscription-List** of journals according to the needs and fields of interest of a particular library
- b) selection for subscription of one or several Packages (*pre-defined as subject-related or country-related packages by CEEOL*), while each package allows the librarian individual extension or reduction of its list of journal titles in the pick & chose-mode as described under point 9 of the agreement
- c) by an agreement between Licensee and CEEOL on implementing the classical **Access to All** model in the journals segment for a library

### 2. RIGHTS AND RESPONSIBILITIES

#### 2.1. Authorized Users

<sup>2</sup> In order to make the selection of content for subscription or purchase easier to librarians, CEEOL offers the possibility to **Once for the Future define a Profile of Interest** of the library which, then, allows to be activated as a tool filtering the content items visible at the web-site whenever the librarian is logged-in. The librarian, thus, can use CEEOL in future as if he/she would have deposit an "approval plan".

A subscription to any collection of journals content in the CEEOL repository grants unlimited access to the full text of the Journal titles in that collection for educational, research, and personal use by the faculty, staff, students, alumni, library patrons, and other Authorized Users of the Subscriber's campus/institutional network. Distance learners, alumni, and other off-campus affiliates may access CEEOL if their internet access is through the campus network or via a secure proxy server.

Subscribers are expected to make their best feasible efforts to enable access to the CEEOL Database only to faculty, students, staff, alumni, and walk-in library patrons using the campus' physical library facilities. Once the library has defined the IP-ranges, from where eventual requests to CEEOL may be performed, there are no contractual limits on the number of Authorized Users from these Intranets at any given time.

## **2.2. Permitted**

Provided that the copyright header attached to the article is retained, Authorized Users at the Subscriber's institution may

- download and print one copy of each article for personal use and archive contents on their own personal computers
- use an "offline browser" that allows downloading content from the site to be read later. The browser must be configured to request no more than one article per minute. Non-compliance with this rule will result in access to CEEOL being blocked until the problem is resolved. If the problem is repeated, the offending IP may be permanently blocked from accessing the CEEOL site.
- send one copy by email, hard copy, or fax to one person in the subscriber's campus/institutional network at another location for that individual's personal use
- distribute a copy of individual articles or items of the licensed materials in print or electronic form to Authorized Users, including the distribution of a copy for noncommercial educational purposes, to each individual student (Authorized User) in a class at a Subscriber's institution
- use a persistent URL, or durable URL, to the licensed materials, including full-text articles, for courses of instruction offered by the Subscribing Institution, where access is restricted to students enrolled in the course, to instructors, and to library staff maintaining the link, and such access is limited to the duration of the course. Each item should carry an appropriate acknowledgment of the source, copyright, and publisher, and the links to such items shall be deleted by the Subscriber when they are no longer required for such purpose.
- provide facsimile images that are exact representations of the print Journal pages or of printouts from the electronic database for interlibrary loan under CONTU<sup>3</sup> guidelines and distributed in paper, fax, or digital form
- place selected listings and notices on the campus network to inform users of availability
- display, download or print the Licensed materials for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users

## **1.6. Not Permitted**

Authorized Users at the Subscriber's institution may not

- disseminate content from CEEOL outside the campus or institution by any means, except as noted above.

---

<sup>3</sup> National Commission on New Technological Uses of Copyright Works  
<http://www.cni.org/docs/infopols/CONTU.html>

- transmit the digital source code, whether plain ASCII or tagged, and use contents and articles from CEEOL in course packs
- systematically download content by robots or other automatic processes without explicit approval from CEEOL and, where necessary from the respective publisher/content-provider
- burden server(s) with activities, such as computer programs, that automatically download content, commonly known as web robots, spiders, crawlers, wanderers, or accelerators. If there is evidence that such unauthorized activities have taken place, the Subscriber will be contacted, and access to the offending IP address(es) may be shut down if a prompt resolution is not achieved. No refunds or credits will be given for time without access as a result of such activities.
- remove, cover, overlay, obscure, block, or change any copyright notices, legends, or terms of use; or modify or create a derivative work of any Journal content without the prior written permission of the copyright holder
- re-use content for commercial use without prior written permission of the copyright holder
- make agreements for access to CEEOL Journals content with individuals, organizations, vendors, affiliates, or partners, who are not Authorized Users.

Regarding section 1.6. above, if the Subscriber becomes aware of unauthorized access to the CEEOL-Database, it will notify CEEOL immediately and cooperate in locating and attempting to stop the specific individuals who are abusing the service. If the specific abuser(s) cannot be identified or stopped, CEEOL has the right to withhold, suspend, or terminate access to any or all licensed content, without liability.

## 2. **ARCHIVING**

Approximately 90 days after the expiration of an annual subscription term, CEEOL will provide the Subscriber, upon request, an archival (non-searchable) file on DVD-ROM or other appropriate media as determined by CEEOL, containing the content of all issues subscribed to during the 12-month subscription term.

CEEOL makes sure that the accessibility of content is guaranteed for subscribing Institutional Users independently from the continued existence of the CEEOL project. In the case this will be necessary, CEEOL makes sure that an appropriate European institution (*Europeana, Bavarian State Library or similar*) will take over the entire repository and continue hosting the content maintaining its accessibility to the institutional users.

## 3. **SUBSCRIPTION TERMS**

### 3.1. **Subscription Activation**

For access to be enabled, the Subscriber must provide technical and administrative data about its campus or institution via the CEEOL online subscription form located at <http://www.ceeol.com/> after log-in to the section "For Librarians". Upon receipt of a fully completed order form, CEEOL will permit the Subscriber access to the selected CEEOL contents.

### 3.2. **Renewal**

At renewal time, usually around September 1, CEEOL will provide the Subscriber with pricing information for the following year. No later than December 1, CEEOL will invoice the Subscriber for renewal. Renewal orders must be paid in full within 60 days of receipt of invoice to ensure the Subscriber's continued access to online content.

IN WITNESS WHEREOF, the parties have caused this Licensing Agreement to be duly executed as of the date and year below.

On behalf of the Subscriber,

Authorized Signatory Date	
Name Title	PROF. MGR. JAROSLAV MILLER, M.A., Ph.D.
Institution	UNIVERZITA PALACKÉHO V OLOMOUČI
Street Address	KRIŽKOVSKÉHO 8
City State/Province Zip/Postal Code	OLOMOUČ / 771 47
Country	Czech Republic

On behalf of CEEOL,

signature:

stamp

Authorized Signatory Date	
Name Title	
Institution	Central and Eastern European Online Library GmbH
Street Address	Offenbacher Landstrasse 368
City State/Province Zip/Postal Code	Frankfurt am Main / D-60599
Country	Germany

## Annex II: CEEOL Institutional Purchase Agreement

This Institutional Purchase Agreement for CEEOL eBooks Packages and/or single CEEOL eBooks (hereinafter "eBooks") on CEEOL is by and between The Central and Eastern European Online Library GmbH, the distributor of content in digital format provided by a multitude of publishers, publishing research institutes and/or other content-provider entities, and

UNIVERZITA PALACKÉHO V OLOMOUČI

("Licensee").

### 1. RIGHTS AND RESPONSIBILITIES

#### 1.1. Authorized Users

The purchase of an eBook on the CEEOL repository web-site grants unlimited access to the full text of the eBook for educational, research, and personal use by the faculty, staff, students, alumni, library patrons, and other Authorized Users of the Purchaser's campus/institutional network. Distance learners, alumni, and other off-campus affiliates may access CEEOL eBooks if their internet access is through the campus network or via a secure proxy server.

Purchasers are expected to make their best feasible efforts to enable access to eBooks only to faculty, students, staff, alumni, and walk-in library patrons using the campus' physical library facilities. There are no contractual limits on the number of Authorized Users from one campus at any given time.

#### 2. Permitted

Provided that the copyright header attached to the eBook or to the eBook-chapter is retained, Authorized Users at the Purchaser's institution may

- 2.1. download and print one copy of each eBook chapter for personal use and archive contents on their own personal computers
- 2.2. send one copy of an eBook chapter by email, hard copy, or fax to one person in the Purchaser's campus/institutional network at another location for that individual's personal use
- 2.3. distribute a copy of individual eBook chapters in print or electronic form to Authorized Users, including the distribution of a copy for noncommercial educational purposes, to each individual student (Authorized User) in a class at a Purchaser's institution
- 2.4. use a persistent URL, or durable URL, to an eBook chapter for courses of instruction offered by the Purchaser, where access is restricted to students enrolled in the course, to instructors, and to library staff maintaining the link, and such access is limited to the duration of the course. Each item should carry an appropriate acknowledgment of the source, copyright, and publisher, and the links to such items shall be deleted by the Purchaser when they are no longer required for such purpose.
- 2.5. supply to an authorized user of another library (whether by post, fax or secure electronic transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing) a single copy of an electronic original of an individual eBook chapter
- 2.6. place selected listings and notices on the campus network to inform users of availability
- 2.7. display, download or print parts of purchased eBooks for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users

Regarding section 2 above, if the Purchaser becomes aware of unauthorized access to the CEEOL repository database and/or its content, it will notify CEEOL immediately and cooperate in locating and attempting to stop the specific individuals who are abusing the service. If the specific abuser(s) cannot be identified or stopped, CEEOL has the right to withhold, suspend, or terminate access to any or all purchased content, without liability.

### **3. Not Permitted**

Authorized Users at the Purchaser's institution may not

- 3.1. disseminate content from CEEOL outside the campus or institution by any means, except as noted above
- 3.2. transmit the digital source code, whether plain ASCII or tagged
- 3.3. use contents from CEEOL in course packs offered for sale or any other economic purposes
- 3.4. systematically download content by robots or other automatic processes without explicit approval from CEEOL
- 3.5. burden server(s) with activities, such as computer programs, that automatically download content, commonly known as web robots, spiders, crawlers, wanderers, or accelerators. If there is evidence that such unauthorized activities have taken place, the Purchaser will be contacted, and access to the offending IP address(es) may be blocked if a prompt resolution is not achieved. No refunds or credits will be given for time without access as a result of such activities.
- 3.6. remove, cover, overlay, obscure, block, or change any copyright notices, legends, or terms of use; or modify or create a derivative work of any eBook content without the prior written permission of the copyright holder
- 3.7. re-use content for commercial use without prior written permission of the copyright holder
- 3.8. make agreements for access to CEEOL eBook content with individuals, organizations, vendors, affiliates, or partners, who are not Authorized Users.

### **4. PERPETUAL ACCESS AND ARCHIVING**

Providing that full payment of the total purchase price is made, per Clause 5.2, the Purchaser retains the right to perpetual access to the digital version of the purchased eBooks on the CEEOL server. So long as the Purchaser has purchased access to eBooks on CEEOL within the previous 24 month period, or maintains an active subscription to a CEEOL Journal Collection, perpetual access to previously purchased eBooks will be made available on the CEEOL server at no charge. Should the Purchaser be neither an active subscriber to a CEEOL Journal Collection, nor have purchased any further eBooks on CEEOL in the previous 24 month period, CEEOL reserves the right to charge a reasonable annual fee to recover the costs for providing continuing access and customer support on the CEEOL platform.

### **5. PURCHASE TERMS**

#### **5.1. Invoicing and Payment: CEEOL Book Collections**

CEEOL eBooks within the repository are available for a one-time purchase fee. When a Purchaser confirms an order for a particular CEEOL eBook or an eBooks package, a delivery note will be generated and sent to the Purchaser. Invoicing of all deliveries of purchased eBooks will be done in time intervals as agreed upon between purchaser and CEEOL. Payment must be received by CEEOL within 60 days of receipt of invoice, or access to content from the Book Collection(s) on that invoice can be disabled. Access to eBook content will be re-enabled only upon receipt of full payment of any outstanding invoices. Upon receipt of full payment, perpetual access rights are granted to the Purchaser.

**5.2. Invoicing and Payment: CEEOL Individual Book Titles**

Individual purchases of eBooks may be made through third party vendors. Invoicing and payment will take place via these vendors; vendors are responsible for forwarding appropriate order details, access information, and payment to CEEOL in a timely manner, CEEOL will enable access to the selected eBook(s) for the purchasing institution upon receipt of complete and accurate order details from the vendor.

**5.3. Book Content Delivery**

CEEOL Book Collections in the repository include both frontlist and backlist monographs from participating Publishers. CEEOL will make all reasonable efforts to provide access to digital versions of the books within a minimum delay of publication of the printed version. Due to the given situation of many scholarly publisher in the CEE/SEE region CEEOL has to leave it up to the publishers' decision which books and when they will offer in electronic format.

**5.4. Multiple Collection Purchases**

Successful execution of this Purchase Agreement provides for the purchase of unlimited CEEOL eBook packages and/or single CEEOL eBooks on the repository web-site. If desired, this Agreement may be amended to list the specific CEEOL Book Packages or single CEEOL eBooks acquired by the Purchaser over time.

IN WITNESS WHEREOF, the parties have caused this Purchase Agreement to be duly executed and signed as of the date and year below.

On behalf of the Subscriber,

Authorized Signatory Date	
Name Title	PROF. MGR. JAROSLAV MILLER, M.A., Ph.D.
Institution	UNIVERZITA PALACKÉHO V OLOMOUCI
Street Address	KATEDROUSKÉHO 8
City State/Province Zip/Postal Code	OLOMOUČ 771 97
Country	CZECH REPUBLIC

Stamp: 11. 47 2003

On behalf of CEEOL,

signature:

stamp

Authorized Signatory Date	
Name Title	
Institution	Central and Eastern European Online Library GmbH
Street Address	Offenbacher Landstrasse 368
City State/Province Zip/Postal Code	Frankfurt am Main / D-60599
Country	Germany

