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

² http://www.projectcounter.org/code_practice.html

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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.

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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



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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.



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XXI. Applicable provisions of the Agreement

1. The Articles set out in this Agreement are applicable as a whole to the all Licensed Materials listed in the Appendix A.

XXII. Amendment

1. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

XXIII. 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.

XXIV. 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.

XXV. Notices

1. All notifications, invitations, information, legal acts and other communications ("Notices") made in the matters of and under this Agreement must be made in writing, the written form being retained if Notices are delivered by e-mail or fax.
2. Notices regarding the extent and manner of performance under this Agreement, damages, penalties, debts, contacts and this Agreement as such (for example the notification about breach, termination) must be delivered in person, by registered post or courier service. Notices delivered personally or by courier service shall be deemed received at the time of receipt or refusal of their receipt. Notices served by registered mail will be deemed delivered on the fifth (5th) business day following their proven posting.

3. Either party may from time to time change its Notice Address by written notice to the other party. Such change is effective from a delivery of such notice.

4. **If to Licensor:**
EBSCO Information Services, s.r.o.
Klimentaska 1746/52
110 00 Praha 1
Czech Republic
Email: info.cr@ebSCO.com

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

 - 5.2. **Technical contact:** same as 5.1

XXVI. Audit rights

1. Licensor is obliged to stand still any control of a respective authority and to cooperate with any auditing/controlling body authorized to carry out audit in compliance with the rules and regulations of Czech republic and mandatory rules of EU/EC regarding to the financial control especially regarding to the grants as well as to cooperate with persons authorized to execute the audit/control by such auditing bodies. Licensor shall not be entitled to any remuneration, compensation nor any other benefit for providing cooperation as described above.

2. Disallowance of the audit/control or a failure to provide cooperation as described in Article 1 shall be deemed as a serious breach of this Agreement.

3. Licensor is obliged to fully compensate any damages that should arise as a result of the conduct described in Article 2. Obligations described in Article 1 are imposed upon the Licensor regardless the termination of this Agreement.

XXVII. Execution

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

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

LICENSOR:

BY:

Signature of Authorized Signatory of Supplier

DATE: 14.03.2018

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

LICENSEE:

BY:

Signature of Authorized Signatory of Licensee

DATE: 15.03.2018

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: IEEE/IET Electronic Library (IEL)
- Number of titles: 188 IEEE journals, magazines, and transactions, 1,700 IEEE and IET annual conferences, 30+ IET journals and magazines, plus 25 IET conference titles, 3,800+ approved and published IEEE standards and 9,500 papers from 20+ VDE conference titles
- Dates covered: 25 full years of IEEE journals, conference proceedings and standards (back to 1988), plus selected contents backfiles available back to 1880 with active subscription.
- Description: Access is provided via user-friendly interface IEEE Xplore, with robust search tools. IEL contains one-third of the world's current literature in electrical engineering, communications, and computer science, featuring content from IEEE and the Institution of Engineering and Technology (IET). IEL provides access to technology's most trusted journals, conference proceedings, and standards. Provides unlimited access to more than 4 million full-text documents, in PDF format, plus HTML format where available and approximately 20,000 new IEEE/IET documents are added each month.

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

Access Conditions: Unlimited simultaneous user systemwide access

Authentication: IP authentication (See Appendix C for IP addresses) and/or Shibboleth

Fees and Negotiated Discounts:

- 2018 (group of 6): IEL \$329,257 + 4 OA APC \$7,800 = \$337,057
- 2019 (group of 6): IEL \$342,895 + 4 OA APC \$8,115 = \$351,010
- 2020 (group of 12): IEL \$792,900 + 4 OA APC \$8,435 = \$801,335

Options:

- 2021 (group of 12): IEL \$824,771 + 4 OA APC \$8,775 = \$833,546
- 2022 (group of 12): IEL \$857,942 + 4 OA APC \$9,125 = \$867,067
- **One-time Fees (optional post cancellation rights):**
1 copy of the single year - 2018 delivered in 2019 - on USB to be held in consortium office, the cost in 2018 is \$9,995. It can be estimated +5% price increase in the subsequent years.

2018: \$ 9,995
2019: \$10,495
2020: \$11,020



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2021: \$11,570
 2022: \$12,150

NOTE: This is only IEEE content (not 3rd party content and not IEEE standards).

Payment Terms:

1. The price for the Licensed Materials shall be paid on the Licensor'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 value added tax shall be added to all the prices under this Agreement in the value prescribed by the law.
5. The price for each commenced calendar year of the duration of the Agreement shall be paid in two part payments with the following maturity:
 - 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 least 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.
6. The invoice shall be issued in the currency specified in the Agreement. In the event that there are multiple currencies specified in the Agreement for each Licensed Materials, the Licensor shall issue at least the number of invoices corresponding to the number of currencies. For VAT reporting purposes 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.
7. Invoice - the tax document shall contain all the requisites of the tax document. The invoice shall contain all the requisites set forth in the Act No. 89/2012 Coll., The Civil Code, as amended and Act No. 235/2004 Coll., VAT Act, as amended. The invoice shall be delivered to the Licensee either originally or electronically to the e-mail address faktury@techlib.cz. The invoice shall include summary of all



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- the Licensed Materials pursuant to the Agreement. The invoice shall also be labeled „IPS CzechELib, reg. č. CZ.02.1.01/0.0/0.0/16_040/0003542”.
8. If the invoice does not contain the requisites set forth in this Agreement or these are incorrect or incomplete, the Licensee is entitled to return such invoice to the Licensor for completion/correction. In such case, the term of payment shall be interrupted and the new term of payment shall run from the provable invoice delivery date to the Licensee and pursuant to the rules set forth above. The procedure under the previous sentence may also be repeated. Denial of monetary performance and the related return of an invoice in accordance with this paragraph do not constitute a default in the payment by the Licensee.
 9. Fulfilment of any financial obligation associated with performance under this Agreement shall be understood as the moment of debiting the full amount from the bank account of the other party.
 10. The Licensor is not entitled to require any advance payments under this Agreement.
 11. The Licensor declares that is a VAT payer and that is not an unreliable VAT payer within the meaning of the Section 106a of the VAT Act. In the event that the tax administrator starts a procedure that the Licensor is an unreliable VAT payer, the Licensor undertakes to notify such fact to the Licensee in writing without undue delay.
 12. The Licensor further declares that he fulfills all the conditions set forth in the Section 109 of the VAT Act, i.e. that he has not breached any obligation under the VAT Act which could lead to the liability of the Licensee for the unpaid tax under the Section 109 of the VAT Act. The Licensor undertakes that if there is a threat or even a breach of any Licensor's obligation that could lead to the liability of the Licensor for an unpaid tax, he shall notify such fact in writing to the Licensee without undue delay.
 13. Any payments made under this Agreement in favor of the Licensor shall be made to the Licensor's bank account, which is registered with the tax authority within the meaning of the Section 109 of the VAT Act, which the Licensor confirms. In the event that the Licensor becomes an unreliable VAT payer under the preceding paragraphs or there is a threat that the Licensor becoming an unreliable VAT payer under the preceding paragraphs, or the Licensor's account shall not be registered with the tax administrator, the Licensor expressly agrees that the VAT from the price under this Agreement shall be paid directly to the tax administrator's account in accordance with the binding legislation.
 14. The Licensor takes on the risk of a change in circumstances under the Section 1765 (1) of the Act No. 89/2012 Coll., The Civil Code, as amended.



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Appendix B: Participating Institutions

As of 1.1.2018:

Czech Technical University in Prague

National Library of Technology

Charles University

University of Defense

Institute of Computer Science of the Czech Academy of Sciences

Institute of Information Theory and Automation of the Czech Academy of Sciences

As of 1.1.2020:

Masaryk University

Technical University of Liberec

Tomas Bata University in Zlin

VŠB - Technical University of Ostrava

Brno University of Technology




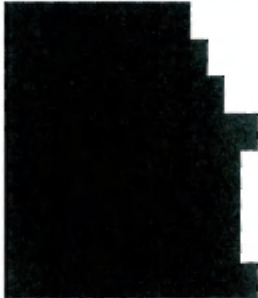



University of West Bohemia



Appendix C: IP Addresses

#	Account Address IP ranges
1.	Czech Technical University in Prague Žitkova 4, Praha 6, 166 36, Czech Republic [REDACTED]
2.	Masaryk University Žerotínovo nám. 617/9, Brno, 601 77, Czech Republic [REDACTED]
3.	National Library of Technology Technická 6/2710, Praha 6, 160 80, Czech Republic [REDACTED]
4.	Technical University of Liberec Studentská 1402/2, Liberec 1, 461 17, Czech Republic [REDACTED]
5.	Charles University Ovocný trh 3-5, Praha 1, 116 36, Czech Republic [REDACTED]



6. **University of defence**
Kounicova 65, Brno, 662 10, Czech Republic

7. **Tomas Bata University in Zlín**
nám. T. G. Masaryka 5555, Zlín, 760 01, Czech Republic

8. **Institute of Computer Science of the CAS, v. v. i.**
Pod Vodárenskou věží 271/2, Praha 8, 182 07, Czech Republic

9. **Institute of Information Theory and Automation**
Pod Vodárenskou věží 4, Praha 8 - Libeň, 182 08, Czech Republic

10. **VŠB - Technical University of Ostrava**
17. listopadu 15/2172, Ostrava - Poruba, 708 33, Czech Republic

11. **Brno University of Technology**
Antonínská 548/1, Brno, 601 90, Czech Republic

12. **University of West Bohemia**
Univerzitní 8, Plzeň, 306 14, Czech Republic




Appendix D: Open Access

1. Administrator. Licensee shall designate an account administrator (“Administrator”) and provide such Administrator’s email address to IEEE. Prior to debiting an APC from the Deposit Account or applying a Discount pursuant to the request of an author under this Appendix, IEEE shall contact Administrator supplying at least the following information:
 - a. Name and email address of the Author who is affiliated to any of the Participating Institutions (must be lead or corresponding author);
 - b. Full name of Author’s affiliation (e.g. institute, department);
 - c. Date of acceptance;
 - d. Journal Title;
 - e. Article title;
 - f. Article type;
 - g. DOI and/or link to the published article;
 - h. Amount due,
 and Administrator shall confirm whether the author meets the eligibility requirements for use of the Deposit Account and receipt of Discounts. IEEE shall be entitled to rely on the determination of the Administrator with respect to authorization to deduct funds from the Deposit Account. IEEE shall not be responsible for any losses incurred by Licensee due to any error or omission of Administrator or Licensee or any actions taken as directed by Administrator.

2. APC Discounts: Licensee’s and Participating Institution’s authors shall be eligible for the following discounts on open access Article Processing Charges (APC) during the term of the Agreement:
 - Eligibility: APC discounts shall be available in cases where a Licensee’s and Participating Institution’s author is the lead or corresponding author.
 - Process:
 - Discounts:
 - Reporting: Licensor will report both OA authorship data, APC payments and discounts annually to Licensee.

3. Funding. Licensee shall deposit the amount set forth in the Invoice, and such funds shall be held by IEEE in the Deposit Account for use in paying APCs (article processing charge assessed by IEEE) by Authorized Authors. Prior to deducting APCs from the Deposit Account, IEEE shall contact Administrator as set forth in Section 2. Upon confirmation of eligibility by Administrator, IEEE shall deduct the applicable APCs from the Deposit Account. If a deposit amount is not fully exhausted within twenty four (24) months after receipt by IEEE, no portion of it shall be refundable or otherwise owed to licensee, and any remaining amount shall be forfeited to IEEE. Each deposit amount will have its own expiration period.

4. Assignment of Interest. Licensee acknowledges and agrees that it shall not receive interest or other earnings on Deposit Amounts and hereby transfers and assigns to



IEEE any ownership right that Licensee may have in any interest that may accrue on funds held in the Deposit Account.



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