



EMERALD PUBLISHING LIMITED SINGLE INSTITUTION SALES AGREEMENT

COMMERCIAL TERMS

CUSTOMER DETAILS

Name:	NARODNI TECHNICKA KNIHOVNA	
Territory:	Czech Republic	
Address:	NARODNI TECHNICKA KNIHOVNA Technická 6/2710 Praha 6 - Dejvice CZ- 160 80 Czech Republic	
Library address(es):	As above	
Customer contact details:	Contact name:	Martin Svoboda
	Contact email address:	[REDACTED]
	Contact telephone number:	[REDACTED]

PRODUCT DETAILS

TRANSACTIONAL E-BOOKS		
Product Name	Access in Perpetuity	Fee
Emerald eBook Select 50	Yes	GBP £3,750.00

Unless otherwise agreed, fees are due within 28 days of invoice.


SPECIAL CONDITIONS

The Parties agree that clause 2.7 of the attached General Terms and Conditions does not apply.


The Product shall be comprised of the titles which the Licensee selects on the order form located [here](#). The deadline for the Licensee to submit their selected titles is the 30th November 2020.



EMERALD AUTHORISATION

Emerald authorisation:	Suzanne Halliday Head of Customer Operations 06 December 2019	
For and on behalf of Emerald Publishing Limited, of Howard House, Wagon Lane, Bingley, BD16 1WA (“the Publisher”).		

CUSTOMER AUTHORISATION

On behalf of NARODNI TECHNICKA KNIHOVNA (“the Licensee”), I accept these Commercial Terms, together with the attached General Terms and Conditions and any Schedules.		
	Martin Svoboda Director 17 December 2019	



GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** In this Agreement, the following terms shall have the following meanings:

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Licensee: the Customer, as detailed in the Commercial Terms;

Product: the product(s) purchased by the Licensee from the Publisher, as detailed in the Commercial Terms;

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Publisher: Emerald Publishing Limited;

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Territory: as detailed in the Commercial Terms.

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7.2. The Licensee shall:

- (a) use all reasonable endeavours to ensure that all Authorised Users are aware of the End User Terms and the permitted uses of Licensed Materials under this Agreement;
- (b) use reasonable efforts to prevent unauthorised use of the Licenced Materials and, on becoming aware of any unauthorised use or other breach of this Agreement, inform the Publisher as soon as practicable in writing;
- (c) authenticate the identity of Authorised Users to accepted industry standards at log in and issue passwords (or equivalent access verification) to Authorised Users;
- (d) take all reasonable steps and appropriate steps (including, without limitation, taking disciplinary action), to promptly cease any unauthorised use of the Licensed Materials and ensure it does not recur.

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8.2. The Licensee consents to the Publisher providing the details of the Licensee's customer account to the Publisher's Group Companies, associates, agents and IT service providers, some of which are based outside of the European Economic Area, where this is necessary to provide the Products and services requested by the Licensee.

8.3. The Parties agree to maintain the confidentiality of any data relating to usage of the Licensed Materials by the Licensee and its Authorised Users. Such data may be provided to third parties in aggregated form only and shall not include any information relating to the identity of individual Authorised Users.

8.4. The Publisher may publicly acknowledge that the Licensee is a customer and the Licensee grants to the Publisher the right to use the Licensee's name and quotations in public relations and promotional material, subject to the prior consent of the Licensee (not to be unreasonably withheld or delayed).

8.5. This clause 8 shall survive the termination of this Agreement.

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9.1. Each party warrants to the other that it has full power and authority to enter into and perform its obligations under this Agreement.

9.2. The Publisher warrants to the Licensee that the Licensed Materials used as contemplated by this Agreement do not infringe the copyright or any other intellectual property rights of any third party and shall indemnify and hold the Licensee harmless from and against any direct loss (including reasonable and properly incurred legal and professional fees) arising out of any legal action taken against the Licensee by a third party claiming such infringement. This indemnity shall not apply if the Licensee has used the Licensed Materials in any way not expressly permitted by this Agreement.

9.3. The indemnity in clause 9.2 shall only apply to the extent that the Licensee:

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- (b) where so required, allows the Publisher control over such negotiations or litigation and/or the defence or settlement of such claim or suit;
- (c) makes no representations, admissions, agreement or settlements in relation to such claim or suit without the Publisher's prior written consent; and
- (d) gives the Publisher all information and assistance it may reasonably require.

9.4. The Publisher shall not be liable to the Licensee or to any other person, including but not limited to Authorised Users, for any special, exemplary, indirect or consequential loss, costs, damages, charges or other expenses of any kind (including loss of profits or revenues, loss of business, depletion of goodwill, loss of anticipated savings, loss of contract or business interruption) arising under or in connection with this Agreement, in particular arising out of the inability to use, or the use of, the Licensed Materials.

9.5. Subject to (i) clause 9.6; and (ii) in respect of the Publisher's indemnity under clause 9.2 for which aggregate liability shall be limited to £3 million; the Publisher's aggregate liability for all claims, losses or damages arising under or in connection with this



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- (b) the Licensee commits a material breach or commits persistent breaches of the Agreement and fails to remedy such breach or persistent breaches within thirty (30) days of being notified by the Publisher of such breach or breaches;
- (c) the Licensee becomes insolvent or becomes subject to bankruptcy, receivership, liquidation or administration.

10.2. The Licensee may terminate this Agreement by notice in writing if:

- (a) the Publisher commits a material or persistent breach of any term of this Agreement and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by the Licensee; or
- (b) the Publisher becomes insolvent or becomes subject to bankruptcy, receivership, liquidation or administration.

10.3. In the event of termination by the Publisher pursuant to clause 10.1:

- (a) any right of perpetual access to the Licensed Materials pursuant to clause 2.5, shall immediately cease;
- (b) the Licensee shall cease to provide Authorised Users with access to the Licensed Materials via the Secure Network; and
- (c) the Licensee shall destroy copies of any Licensed Materials in its possession or control and promptly provide to Publisher such evidence as it may reasonably require of Licensee's compliance with this requirement.

10.4. In the event of termination by Licensee pursuant to clause 10.2 (a) the Publisher shall refund a proportion

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10.5. In the event of termination by Licensee pursuant to clause 10.2 (b), Licensee shall be able to access paid for Licensed Materials via the archive(s) referred to in clause 6.2 in perpetuity where such access has been granted in this Agreement (in the Commercial Terms and as referred to in clause 2.5).

10.6. Either party's delay or failure to perform any provision of this Licence, as a result of circumstances beyond its control (including, without limitation, acts of third parties, terrorism, war, strikes, floods, governmental restrictions, power, telecommunications or internet failures, or damage to or destruction of any network facilities) (a **Force Majeure Event**) shall not constitute a breach of this Licence and neither party shall have any liability or responsibility for failure to fulfil any obligation under this Licence so long as and to the extent to which the fulfilment of such obligation is prevented, frustrated, hindered or delayed as a consequence of a Force Majeure Event.

11. GENERAL

11.1. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, representations and agreements relating to the subject matter of this Agreement, whether oral or written.

11.2. Any variations to this Agreement are only valid if they are recorded in writing and signed by both parties.

11.3. This Agreement may not be assigned by the Licensee to any other person or organisation without the prior written consent of the Publisher.

11.4. Any notices to be served in writing on either of the parties by the other shall be sent by first class post and email to the address of the addressee as set out in this Agreement or to such other address as notified by either party in writing to the other as its address for service of notices. Notices shall be deemed served 24 hours after being sent by email and, if no sooner response is received, be deemed received within 7 days of posting.

11.5. If any provision of this Agreement (or part of any provision) is found by any court or other competent authority to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any illegal, invalid or un-enforceable provision would be valid, enforceable and legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties in the original provision.

11.6. Either party's waiver or failure to require performance by the other of any provision of this Licence will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

11.7. No term of this Licence shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Licence, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.



11.8. Unless otherwise stated in the Commercial Terms, this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or

claims) shall be governed by and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the Courts of England.



EMERALD PUBLISHING LIMITED AGREEMENT FOR TERMS AND CONDITIONS OF USE

Name of Licensee:	NARODNI TECHNICKA KNIHOVNA	
Licensee Address:	NARODNI TECHNICKA KNIHOVNA Technická 6/2710 Praha 6 - Dejvice CZ- 160 80 Czech Republic	
Licensee Contact details:	Contact name:	Martin Svoboda
	Contact email address:	[REDACTED]
	Contact telephone number:	232002409

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- (e) alter, abridge, adapt or modify the Restricted Content for any purpose whatsoever. For the avoidance of doubt, no alteration of the words or their order is permitted.

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GOVERNING LAW

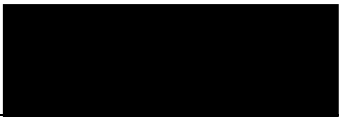
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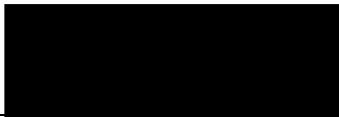


IN WITNESS WHEREOF this agreement has been duly executed the day and year first written above.

**Signed by an authorised signatory for
and on behalf of Emerald Publishing Limited**

**Signed by an authorised signatory for
and on behalf of the Licensee**

Signature: 
Name: Suzanne Halliday
Position: Head of Customer Operations
Date: 06 December 2019

Signature: 
Name: Martin Svoboda
Position: Director
Date: 17 December 2019