

Smlouva o zajištění přístupu k elektronickému informačnímu zdroji *Academic Search Elite*

KRAJSKÁ KNIHOVNA VYSOČINY Havlíčkův Brod			
Došlo dne:	25. 01. 2017	Počet příloh	1
Č.j.	50	Počet listů	2

mezi

Název: **Krajská knihovna Vysočiny**
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Zastupuje: Ing. Jitka Hladíková
IČ: 70950164
Bankovní spojení: ČSOB
Číslo účtu: 250812378/0300

- dále jen Odběratel -

a

Název: **EBSCO Information Services s.r.o.**
Sídlo: Klimentská 1746/52, 110 00 Praha 1
Zastupuje: Vojislav Milovanovic – na základě plné moci jednatele
p. Cary Bruce
IČ: 496 21 823
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Zapsána: v obchodním rejstříku vedeném městským soudem v Praze, oddíl C, vložka 24504
Bankovní spojení: Deutsche Bank AG Praha,
číslo účtu: 3119300004/7910,
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- dále jen Poskytovatel -

Výše uvedené smluvní strany spolu uzavírají tuto smlouvu o zajištění přístupu k elektronickému informačnímu zdroji *Academic Search Elite* (dále jen „Produkt“), (dále jen „Smlouva“).

Čl. 1 Předmět smlouvy

- 1) Předmětem této Smlouvy je závazek Poskytovatele dodat Produkt a závazek Poskytovatele k zajištění provozu Produktu.
- 2) Za tyto služby se Odběratel zavazuje uhradit odměnu dle dohodnuté ceny v čl. 3 této Smlouvy, to vše v souladu s ustanoveními této Smlouvy.

Čl. 2 Lhůta plnění a forma přístupu

- 1) Poskytovatel se zavazuje poskytovat Produkt Odběrateli formou licence online přístupu k serveru Poskytovatele v období od 1.1.2017 do 31.12.2017.
- 2) Tento přístup bude Odběrateli umožněn na základě IP adres, které Poskytovateli poskytne Odběratel. Poskytovatel garantuje vzdálený přístup k Produktu.

Čl. 3 Cena, fakturování a platební podmínky

- 1) Cena dodání a provozu Produktu je stanovena v USD a pro předplatné období uvedené v čl. 2 této Smlouvy činí:

6 433,- \$ bez DPH

- 2) Odběratel uhradí cenu na základě daňového dokladu (faktury), vystaveného Poskytovatelem po podpisu smlouvy oběma smluvními stranami a splatného 30 dní ode dne doručení faktury do sídla Odběratele. Konečná cena včetně DPH bude kalkulována v českých korunách podle platného kurzu banky Poskytovatele (fakturujícího) v den předcházející dni vystavení faktury.
- 3) Faktura bude obsahovat náležitosti dle zák. 235/2004 Sb., o dani z přidané hodnoty, v platném znění. V případě, že faktura nebude obsahovat některé z těchto náležitostí, nebo bude obsahovat nesprávné údaje, bude Odběratelem neprodleně vrácena Poskytovateli k opravě. V takovém případě lhůta splatnosti počíná běžet znovu ode dne doručení opravené či nově vystavené faktury.
- 4) Pro případ prodloužení Odběratele se zaplacením faktury se sjednává úrok z prodloužení ve výši 0,05% ze smluvní ceny Produktu v Kč dle čl. 3 odst. 1 této smlouvy denně za každý den prodloužení.
- 5) Na platbu, kterou učiní, uvede Odběratel celé číslo faktury. Platba se provede bankovním převodem na účet Poskytovatele uvedený výše v této smlouvě a současně na faktuře.

Čl. 4 Práva a povinnosti smluvních stran

- 1) Práva a povinnosti smluvních stran se řídí také ustanoveními ve smyslu Licenční smlouvy, uzavřené mezi Odběratelem a Poskytovatelem, která tvoří Přílohu č. 1 a je nedílnou součástí této Smlouvy.
- 2) V případě hlášení a řešení chyb, žádostí o změnu nastavení Produktu či případně jiných žádostí a dotazů Odběratele kontaktuje uvedené delegované kontaktní osoby Poskytovatele zodpovědné za provoz Produktu Odběratele:

Ing. Mgr. Pavel Synek

Trainer and Support Representative - technický kontakt

e-mail: psynek@ebSCO.com

tel: +420 234 700 615 kancelář

fax.: +420 234 700 610 kancelář

mob.: + 420 734 541 821

Zuzana Vitusová

Account Executive – organizační kontakt

e-mail: zvitusova@ebSCO.com

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Mgr. Jan Luprich

Regional Sales Manager – organizační kontakt

e-mail: jluprich@ebSCO.com

tel: +420 234 700 630 kancelář

fax.: +420 234 700 610 kancelář

mob.: + 420 739 372 642

Pro dotazy, připomínky a návrhy může Odběratel během celkového provozu Produktu kdykoli kontaktovat Poskytovatele v pracovní dny přes službu **HelpDesk**. Poskytovatel garantuje odpověď do 24 hodin.

Kontaktní údaje služby **HelpDesk**:

EPPrague@ebSCO.com

Tel.: + 420 234 700 600

Fax: + 420 234 700 610

- 3) V případě havarijního výpadku systému či obdobně závažných situací může Odběratel kdykoliv (24/7) kontaktovat Poskytovatele na lince **HotLine**, která garantuje okamžitou reakci.

Kontaktní údaje linky **HotLine**: Tel.: +420 734 541 821, +420 739 372 642

Čl. 5 Závěrečná ustanovení

- 1) Od Smlouvy lze odstoupit v případě podstatného porušení smluvních závazků druhou stranou, a to doručením písemného odstoupení od Smlouvy, v němž bude sdělena skutečnost, v níž je spatřováno podstatné porušení Smlouvy. Za podstatné porušení této Smlouvy se považují: prodlení Odběratele se zaplacením ceny přesahující 30 dnů, prodlení Poskytovatele se zpřístupněním produktů Odběrateli ve sjednané lhůtě nebo úpadek Poskytovatele dle platného zákona o insolvenčním řízení. Dále lze Smlouvu ukončit dohodou smluvních stran.

- 2) Platnost smlouvy může být ukončena popř. smlouva zrušena také v důsledku dalších právních skutečností, s nimiž zánik tohoto vztahu spojuje česká právní úprava nebo písemná dohoda smluvních stran, vč. této Smlouvy a dodatků k ní, a to v případech tam uvedených.
- 3) Tuto Smlouvu lze měnit nebo doplňovat pouze písemnou dohodou smluvních stran, popř. formou písemných číslovaných dodatků, podepsaných oprávněnými zástupci obou smluvních stran. Úkon stran nebo strany, který tuto smlouvu ruší nebo ukončuje její platnost, nebo na základě něhož má tento následek nastat, vyžaduje rovněž písemnou formu.
- 4) Smlouva je vyhotovena ve 2 vyhotoveních, která mají platnost originálu. Odběratel a Poskytovatel obdrží jedno vyhotovení.
- 5) Nedílnou součástí smlouvy jsou následující přílohy:
 - a) Příloha č. 1 – Licenční smlouva
 - b) Příloha č. 2 – plná moc Vojislava Milovanovice
- 6) Vztahy mezi smluvními stranami se řídí českým právním řádem. Ve věcech smlouvou výslovně neupravených se právní vztahy z ní vznikající a vyplývající řídí příslušnými ustanoveními zákona č. 89/2012 Sb., občanský zákoník, ve znění pozdějších předpisů, a ostatními obecně závaznými právními předpisy.
- 7) Tato smlouva podléhá podle zákona č. 340/2015 Sb., o registru smluv, v účinném znění, povinnosti uveřejnění v registru smluv zřízeném na základě citovaného zákona. Smluvní strany výslovně souhlasí s uveřejněním této smlouvy. Uveřejnění této smlouvy v registru smluv postupem podle citovaného zákona zajistí Odběratel.
- 8) Smlouva vstupuje v platnost dnem jejího podpisu druhou ze smluvních stran a uzavírá se na dobu určitou do 31. 12. 2017. Smlouva nabývá účinnosti dnem uveřejnění v Registru smluv.

V Havlíčkově Brodě dne 21. 12. 2017

V Praze dne 20 -01- 2017

Krajská knihovna Vysočiny

KRAJSKÁ KNIHOVNA VYSOČINY
Havlíčkově náměstí 87
580 01 Havlíčkův Brod
IČ: 70950164

Ing. Jitka Hladíková
ředitelka
(za Odběratele)

EBSCO Information Services s.r.o.

EBSCO Information Services s.r.o.
Klimentská 52, 110 00 Praha 1
IČO: 49621823
DIČ: CZ49621823

Vojislav Milovanovic
obchodní ředitel, na základě plné moci
(za Poskytovatele)

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In Havlíčkův Brod, date 2.11.2017

In Prague, date 2.0.-01.-2017

For Licensee

For EBSCO

Ing. Jitka Hladíková
Direktor

Vojislav Milovanovic
Sales Director – na základě plné moci



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