

STANDARD LICENSE AGREEMENT

PARTIES

(1) **Národní technická knihovna (*National Library of Technology*)**

a state-contribution Organization set up by the Ministry of Education, Youth and Sports, with its registered office at Technická 6, Praha 6, Dejvice, postal code: 160 80, ID No.: 61387142

(“Licensee”)

and

(2) **EBSCO Information Services, s.r.o.**

a company established and existing under the laws of the Czech Republic, with its registered office at Klimentská 1746/52, postal code: 110 00, ID No.: 49621823, entered in the Commercial Register with the Municipal Court in Prague, Section C, File 24504, distributing the Licensed Materials (as defined hereunder) on behalf of the publisher American Association for the Advancement of Science (AAAS), seated at 1200 New York Avenue, NW, Washington, DC 20005 USA

(“Licensor”)

(The Licensee and the Licensor jointly as the “Parties”, and individually as a “Party”)

hereby enter into the following Licensing Agreement:

(“Agreement”)

RECITALS

- (A) The Licensee acts as a central purchasing body within the meaning of Czech Act No. 134/2016 Sb., on Public Procurement, as amended, for concluding licensing agreements on behalf of Participating Institutions, as defined herein, as part of the CzechELib project.
- (B) The Parties entered into the Standard License Agreement on 19. 2. 2019, published in the Czech Register of Contracts under ID No. 7639595 on 28. 2. 2019 (“**Original Agreement**”) under which a licence has been granted to the Licensee to use Licensed Materials (as defined in the Original Agreement) and the Licensee agreed to pay the Licensor a license fee under all terms and conditions stipulated therein (“**Specified T&C**”). The Original Agreement has been entered into for a definite period of time.
- (C) Whereas the Parties wish to enter into a licensing agreement concerning similar materials again, the Parties have agreed to make this Agreement pursuant and by reference to the Specified T&C agreed earlier.



1. SUBJECT OF THE AGREEMENT

- 1.1 The subject of this Agreement is to define the conditions of cooperation and the mutual rights and obligations of the Parties while providing access and rights (licence) to the Licensed Materials (as defined hereunder).

2. INCORPORATION BY REFERENCE

- 2.1 Without any prejudice to other provisions of this Agreement, the Original Agreement and particularly the Specified T&C (except to the extent explicitly modified herein) are hereby incorporated herein to the same extent and in the same force and effect as if fully set forth herein. To the extent that the Specified T&C are inconsistent with the terms of this Agreement, the terms set forth in this Agreement will prevail and apply.

- 2.2 For the purpose of this Agreement, the Specified T&C and the Original Agreement are modified as follows:

- (a) Appendix A attached to this Agreement will exclusively apply instead of Appendix A to the Original Agreement;
- (b) Appendix B attached to this Agreement will exclusively apply instead of Appendix B to the Original Agreement;
- (c) Appendix C attached to this Agreement will exclusively apply instead of Appendix C to the Original Agreement;
- (d) a new Article IV. 2.2 is added:

“2.2. Personally Identifiable Information (Personal Data) of Authorized Users.
Both the Licensee and the Licensor acknowledge and agree that the Licensee neither transfers nor provides any personally identifiable information (personal data) of the Authorized Users to the Licensor or the Publisher. Access to the Licensed Materials is primarily granted via IP Addresses pursuant to Section IV. 2.1 which prevent any identification of the Authorized User. In the event of an alternative means of the Authorized Users’ authentication is used by the Licensor and/or the Publisher, the Licensor is required to ensure lawful processing of any personally identifiable information (personal data). The Parties declare that the Licensee has not determined or preselected any sort alternative authentication process of Authorized User’s. This does not preclude the Licensee to hand over the contact details of the Participating Institutions’ contact persons or other personal data where the Licensee has a valid legal basis therefor.”

- (e) Article IX. will be modified and replaced to read as follows:

“IX. Term

1. *This Agreement shall become valid on the date of its execution by both of the Parties. This Agreement shall take effect on the date of its publication in the Czech Register of Contracts or on the date specified as the beginning of the Agreement Term in Appendix A (whichever occurs later) (“Effective Date”).*

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 Section XI.*

3. *By a Subscription Period shall for the purpose of this Agreement be understood a calendar year (1 January - 31 December) unless specified differently in Appendix A.*



4. *The Parties to this Agreement declare that they commenced to perform their obligations and Licensor provided access to the Licensed Materials as of 1 January 2021, i.e. before the Effective Date due to the necessity of access to the Licensed Materials as of 1 January 2021. Performance of the Licensor's obligation to make the Licensed Materials available before the Effective Date shall be considered entirely as a performance according to and in compliance with this Agreement.*"

- (f) Article XXI. will be modified and replaced to read as follows:

"XXI. Amendment

1. *No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of the Parties.*

2. *The Licensee, in compliance with Section 100(1) of Act No. 134/2016 Sb., on Public Procurement, as amended, reserves the right to change the commitment under this Agreement, which entails a change in the number of licences, i.e. an increase in the number of licences, for the purpose of accommodating additional Potential Participating Institutions as the authorizing contracting authorities with whom the Licensee has entered into a central procurement agreement and a list of which is attached as Annex B. This reservation will be effected, as the case may be, by means of an amendment to this Agreement based on the interest of the Potential Participating Institutions mentioned in the preceding sentence in receiving performance under this Agreement. The Parties may include the price for the licences for the Potential Participating Institutions in Annex B."*

- (g) Article XXVI will be modified and replaced to read as follows:

"XXVI. Execution

1. *This Agreement is compiled in four counterparts in the English language, each of which has the power of an original. Licensor shall receive two counterparts 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 and each party declare that the electronic execution is valid and effective in the jurisdiction the party executes the Agreement.*

- 2.3 Wherever in the Original Agreement is a reference to a particular technical standard or any other standard for accessibility of the Licensed Material or OpenURL standard, NISO Transfer Code of Practice, COUNTER, KBART compliant format or (WCAG) 2.0 at the AA level ("**Standard**") and, in the meantime, the Standard ceases to exist, is modified or otherwise updated, substituted or adjusted by any other Standard, such updated or the respective new Standard will apply for the purpose of this Agreement instead.

If there is no updated or new respective Standard, the Standard will be substituted by the Standard as agreed by the Parties in each particular case. If no agreement on such new Standard is achieved and the quality of the Licensor's performance may be threatened, the Licensee will be authorized to determine the new Standard as close as possible to the previous Standard, also taking concurrently into account the legitimate interests of the Licensor.



2.4 The obligations of the Licensor to ensure that the Publisher (as defined in the Original Agreement) will fulfil its obligation will apply to the identical extent as agreed in the Original Agreement.

3. TERM AND TERMINATION

3.1 This Agreement becomes valid on the date of execution by both Parties. This Agreement takes effect on the date of publication in the Czech Register of Contracts or on the date specified as the beginning of the Agreement Term in Appendix A (whichever occurs later) ("**Effective Date**").

3.2 This Agreement will be in effect from the Effective Date until the expiry date as set out in Appendix A unless terminated earlier in accordance with the Specified T&C.

4. GOVERNING LAW

4.1 This Agreement and all matters arising from or in connection hereto will be interpreted and construed pursuant to the rules on governing law set forth by the Original Agreement.

5. FINAL PROVISIONS

5.1 This Agreement is drawn up in three (3) copies in the English language, each of which has the validity of the original. The Licensor will receive one (1) copy and the Licensee shall receive two (2) copies.

5.2 The Parties declare that they consider this Agreement clear, understandable and therefore valid and that they have been acquainted with the Original Agreement and the Specified T&C before execution of this Agreement.

5.3 If any provision of this Agreement is found by to be putative, invalid or unenforceable or any part of the Agreement is found insufficient, incomplete, unclear or undefined, the Agreement will remain valid and effective and the Parties will execute as soon as possible any and all amendments to this Agreement necessary in order to achieve the same effect or, if not possible, the closest possible effect of such provisions, or to supplement the Agreement to an extent necessary. In any case, this Agreement will be interpreted in accordance with the will of the Parties to the maximum extent possible.

5.4 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 the law and each Party declares that the electronic execution is valid and effective in the jurisdiction the party executes the Agreement.

5.5 The following appendices form an integral part of this Agreement:

Appendix A: Business Terms;

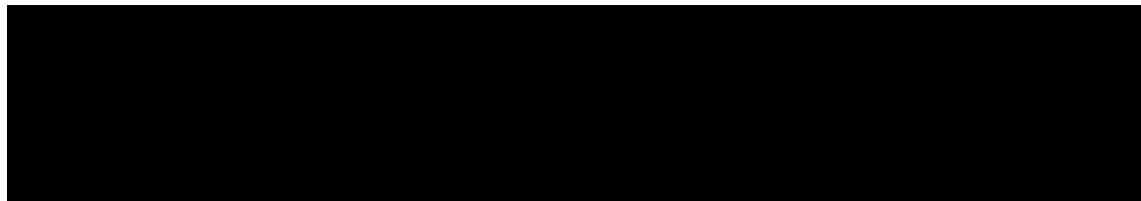
Appendix B: Participating Institutions, Potential Participating Institutions and & Fees;

Appendix C: IP Addresses of Participating Institutions.



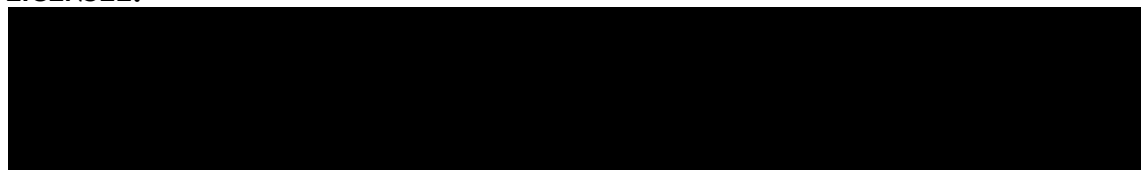
IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective, duly authorized representatives as of the date first written above.

LICENSOR:



Cary Alan Bruce
Managing Director, EBSCO Information Services s.r.o.

LICENSEE:



Ing. Martin Svoboda
Director of National Library of Technology



APPENDIX A: BUSINESS TERMS

Licensed Material:

	<i>Science</i>
Publication Title	
Print Format Identifier	0036-8075
Online Format Identifier	1095-9203
Date First Issue Available Online	1997-01-03
Number of First Volume Available Online	275
Number of First Issue Available Online	5296
Date of Last Issue Available Online	N/A
Number of Last Volume Available Online	N/A
Number of Last Issue Available Online	N/A
Title Level URL	http://science.sciencemag.org/
First Author	
Title Identifier	10.1126/science
Embargo	R1Y
Coverage Depth	fulltext
Notes	American Association for the Advancement of Science
Publisher Name	
Publication Type	Serial

Agreement Term: 1 January 2021 - 31 December 2022

Access Conditions: Unlimited simultaneous user system-wide access

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

Fees and Negotiated Discounts:

- Total Fee 2021 - 2022: **\$60.971**
- License Fee / year:
2021: \$ 30.408
2022: \$ 30.563
- Ongoing Fees, e.g. access fee, if any; indicate any waived fees
- One-time Fees; indicated any waived fees



PAYMENT TERMS

1. The Fee shall be paid to the Licensor's bank account no.: [REDACTED]. Any change of the bank account shall be notified to the Licensee without undue delay. The notice shall be signed by the authorized representative and will become effective upon its delivery to the Licensee.
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 2021 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 the maximum allowable.
4. The price for each commenced calendar year of the duration of the Agreement shall be paid in two (2) partial payments within one invoice with the following maturity:
 - Max 50% on 15 March of the given year for which the Licensed Materials are paid (maturity of the first partial payment);
 - Max 50% on 30 April of the given year for which the Licensed Materials are paid (maturity of the second partial payment);
 - The above-mentioned maturities are applicable only if the invoice (all the invoices) is delivered to the Licensee no later than fifteen (15) days before the stated maturity of the first part payment, i.e. by 5 February of the given year;
 - If the invoice is delivered later, at the latest within fifteen (15) days prior to the due date of the second part payment, i.e. in the term beginning from 5 February to 15 April of the given year, the due date of the first part payment shall be within fifteen (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 fifteen (15) days of the provable invoice delivery date.
5. The invoice shall be issued in the currency specified in the Agreement. In the event that there are multiple currencies specified in the Agreement for each Licensed Material, the Licensor shall issue at least the number of invoices corresponding to the number of currencies. The foreign currency on the invoice(s) shall also be converted into Czech crowns according to the Czech National Bank exchange rate (www.cnb.cz) valid as at the date of the taxable transaction.
6. Invoice - the tax document shall contain all the requisites of a tax document. The invoice shall contain all the requisites set forth by the applicable legislation, especially Act No. 235/2004 Coll., VAT Act, as amended ("VAT Act"). The invoice shall be delivered to the Licensee either originally or electronically to the e-mail address [REDACTED]. The invoice shall include a summary of all the Licensed Materials pursuant to the Agreement. The invoice shall also be labeled "IPS CzechELib, reg. č. CZ.02.1.01/0.0/0.0/16_040/0003542".
7. If the invoice does not contain the requisites set forth in this Agreement or by the applicable legislation 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 corrected invoice delivery date to the Licensee and pursuant to the rules set forth above. The procedure under the previous sentence may also be repeated. The Licensor shall correct the invoice in each case within 15 days as of notification by the Licensee on incorrect or incomplete invoice. Denial of monetary performance and the related return of an invoice in accordance with this paragraph do not constitute a default in the payment by the Licensee.

8. Fulfillment of any financial duty associated with performance under this Agreement shall be understood as the moment of debiting the full amount from the bank account of the Party.
9. The Licensor is not entitled to require any advance payments under this Agreement.
10. Each Party shall bear its own costs in connection with this Agreement. The bank fees for the bank transfer are shared between the Parties.
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 will become 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 applicable legislation.

The Licensor takes on the risk of a change in circumstances under Section 1765 (1) of Act No. 89/2012 Coll., the Civil Code, as amended.

Add-on Products and Negotiated Discounts:

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:

The Publisher offers a 15% discount on APC payments in "Science Advances" on the following conditions: The discount is available to the paying author, which is usually the corresponding author, or someone acting on the author's behalf. The discount can be applied to both CC-BY or CC-BY-NC license types. The discount is valid for all article types. Payment is only requested once a paper has been accepted.

- Licensee/Participating Institutions discounts: Fifteen percent (15%)
- Reporting: Publisher will provide the Licensor OA authorship data, APC payments and discounts annually to report to the Licensee.



APPENDIX B: PARTICIPATING INSTITUTIONS, POTENTIAL PARTICIPATING INSTITUTIONS & FEES

Information concerning the fees of the individual Participating Institutions and Potential Participating Institutions contained in this Appendix B is considered business secret pursuant to the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, as amended, and are not to be disclosed in the Register of Contracts in accordance with the provisions of Section 3, Paragraph 1 and Paragraph 2 letter b) of Act No. 340/2015 Coll.

The Parties acknowledge that the Licensee is obliged by law to subsequently disclose in the Register of Contracts the individual agreements on provision of access to the Licensed Materials concluded between the Licensee and each Participating Institution.

PARTICIPATING INSTITUTIONS:

Account name/AAAS number	Resources	Fee 2021	Fee 2022
Czech University of Life Sciences Prague/ 20360304	Science		
Technical University of Liberec/ 20364053	Science		
Czech Technical University in Prague/ 20324550	Science		
Total without VAT		\$ 30 408,00	\$30 563,00
Total without VAT for both years		\$	60 971,00

POTENTIAL PARTICIPATING INSTITUTIONS:

Institutions (Czech)	Institutions (English)
Fakultní nemocnice u sv. Anny v Brně	St. Anne's University Hospital Brno
Jihočeská univerzita v Českých Budějovicích	University of South Bohemia in České Budějovice
Mendelova univerzita v Brně	Mendel University in Brno
Ostravská univerzita	University of Ostrava
Univerzita Pardubice	University of Pardubice
Veterinární a farmaceutická univerzita Brno	University of Veterinary and Pharmaceutical Sciences Brno
Vysoká škola ekonomická v Praze	University of Economics, Prague
Matematický ústav AV ČR, v. v. i.	Institute of Mathematics of the Czech Academy of Sciences
Ústav informatiky AV ČR, v.v.i.	Institute of Computer Science of the CAS, v. v. i.
ŠKODA AUTO VYSOKÁ ŠKOLA o.p.s.	ŠKODA AUTO UNIVERSITY

Ústav teorie informace a automatizace AV ČR, v.v.i.	Institute of Information Theory and Automation
Univerzita Tomáše Bati ve Zlíně	Tomas Bata University in Zlín
Ústav makromolekulární chemie AV ČR, v. v. i.	Institute of Macromolecular Chemistry, Czech Academy of Sciences
Národní pedagogické muzeum a knihovna J. A. Komenského	Comenius National Pedagogical Museum and Library
Knihovna AV ČR, v. v. i.	Library of the Czech Academy of Sciences
Slezská univerzita v Opavě	Silesian University in Opava
Univerzita Palackého v Olomouci	Palacky University Olomouc
Centrum kardiovaskulární a transplantační chirurgie Brno	Centre of Cardiovascular and Transplantation Surgery
Institut klinické a experimentální medicíny	Institute for Clinical and Experimental Medicine
Masarykův onkologický ústav	Masaryk Memorial Cancer Institute
Policejní akademie České republiky v Praze	Police Academy of the Czech Republic in Prague
Ústav fyzikální chemie J. Heyrovského AV ČR, v.v.i.	J. Heyrovský Institute of Physical Chemistry ASCR, v. v. i.
Akademie múzických umění v Praze	Academy of Performing Arts in Prague
Univerzita Hradec Králové	University of Hradec Kralove
Západočeské muzeum v Plzni	Museum of West Bohemia

APPENDIX C: IP ADDRESSES OF PARTICIPATING INSTITUTIONS

#	Institution (English)	Institution (Czech)	IP ranges
1.	Czech University of Life Sciences Prague	Česká zemědělská univerzita v Praze	193.84.32.0/20 194.149.122.176 - 194.149.122.183
2.	Technical University of Liberec	Technická univerzita v Liberci	147.230.0.0-147.230.255.255
3.	Czech Technical University in Prague	České vysoké učení technické v Praze	147.32.0.0-147.32.255.255 IPv6 prefix 2001:718:2::/48

