

Online Services Agreement

C. 11/VS/2017

This License Agreement is entered into by and between

1 The International Monetary Fund (IMF), an international organization with headquarters at 700 19th Street, N.W. Washington, D.C. 20431, U.S.A. ("the Publisher")

and

2 University of Economics Prague of W. Churchilla 4, 130 67 Praha 3, Czech Republic ("the Licensee")

WHEREAS the Publisher holds the rights granted under this Licence

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

IT IS AGREED AS FOLLOWS: -

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings: -

- | | |
|-------------------------|---|
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Subscription Period	That period nominally covered by the Fee paid by the Licensee for the Licensed Material listed in Schedule 1, regardless of the actual date of publication.

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- 6.2.3 Publish, distribute or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material;

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- 7.1.1 Use reasonable endeavours to make the Licensed Materials available to the Licensee and to Authorised Users at all times and on a twenty-four hour basis, save for routine maintenance, and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service.

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7.3 Except as expressly provided in this Agreement, the Publisher makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Licensed Materials, merchantability or fitness of use for a particular purpose. The Licensed Materials are supplied 'as is'.

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- 8.1.1 Notify Authorised Users of the terms and conditions of this Licence and take all reasonable steps to monitor compliance and to protect the Licensed Materials from unauthorised use or other breach of this License;
- 8.1.2 Ensure that only Authorised Users are permitted access to the Licensed Materials and that such access may be withheld when a user no longer retains the status of an Authorized User.

- 8.1.3 Upon becoming aware of any unauthorized use or other breach, inform the Publisher and take all reasonable steps to ensure that such unauthorized use or breach ceases and to prevent any recurrence thereof.
- 8.2 The Licensee hereby acknowledges that the business of the Publisher is entirely dependent upon the Publisher's intellectual property rights in the Licensed Materials, and that any material or persistent breach thereof constitutes a fundamental breach of this Licence, in which event, notwithstanding clause 10, this Licence shall immediately terminate; the Publisher shall be entitled to immediate injunctive relief and the immediate removal of all electronic copies of the Licensed Materials held by the Licensee without any rebate of the Fee and without prejudice to any other rights or remedies to which it may be entitled.
- 8.3 The Licensee agrees to indemnify, defend and hold the Publisher harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any claim or legal action taken against the Publisher related to or in any way connected with any use of the Licensed Materials by the Licensee or Authorised Users or any failure by the Licensee to perform its obligations in relation to this Agreement.
- 8.4 The Licensee shall, in consideration for the rights granted under this Licence, pay the Fee within thirty (30) days of receipt of invoice and, if applicable, within thirty (30) days of receipt of invoice relating to each subsequent Subscription Period and receipt of such payment shall be a condition of this Licence coming into effect.

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The Publisher may authorize publishing organizations to represent its services and to act as its distributor ("Distributor") in the marketing and sales of its Licensed Materials. If Licensee subscribes to the Licensed Materials through a Distributor, all of the rights and obligations contained in this Agreement will apply to the Licensee, provided that the Distributor shall be responsible for:

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- ii) fees, invoicing and collection between Distributor and Licensee, which shall be defined and agreed only between the Distributor and Licensee and may differ from Publisher's published rates;
- iii) timely payment of Fees to the Publisher; which in case of non-payment may result in suspension or termination of service to Licensee;
- iv) any translation of contracts, promotional material, and documentation in a language other than English. In the case of any conflict between such translation and the English version, the English version shall prevail.

10. TERM AND TERMINATION

- 10.1 This Licence is granted for the duration of the Subscription Period and shall automatically renew for successive periods of 12 months, unless Licensee notifies Publisher of its intention to terminate this Agreement at least 30 days prior to the expiration of the then current term.
- 10.2 In addition, this Agreement shall be terminated:

10.2.1. If the Licensee defaults in making payment of the Fee as provided in this Licence and fails to remedy such default within ten (10) days of notification in writing by the Publisher;

10.2.2. If either party commits a material or persistent breach of any term of this Agreement and fails to remedy the breach (if capable of remedy) within ten (10) days of notification in writing by the other party;

10.2.3. If either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.

10.3 On termination of this Agreement under clause 10.1, Licensee may continue to use the Licensed Materials made available prior to the termination date, in a manner consistent with the terms of this Agreement. Licensee shall be responsible for caching or copying all textual materials to support any post-termination use. At Licensee's request, as applicable to the terminated subscription, Publisher will provide the most recent version, at the termination date, of the statistical databases on CD-ROM. Clauses 4, 5, 6, 7.3, 7.4, 8 and 13 shall survive the termination of the Agreement in case of continued use of the Licensed Material in accordance with this provision.

11. GENERAL

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

11.2 Alterations to this Agreement and to the Schedules to this Agreement are only valid if they are recorded in writing and signed by both parties.

11.3 If rights in all or any part of the Licensed Materials are assigned to another publisher, the Publisher shall use its best endeavours to ensure that the terms and conditions of this Licence are maintained.

11.4 Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this Licence or to such other address as notified by either party to the other as its address for service of notices. All such notices shall be deemed to have been received within 14 days of posting.

11.5 Neither party hereto shall be liable to the other for delay or failure to perform any obligation under this Agreement due to the occurrence of any event beyond its control (including, without limitation, governmental regulation or order, war, civil commotion, riots, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities), which shall not be deemed to be, or to give rise to, a breach of this Licence.

11.6 The invalidity or un-enforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence.

11.7 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.

12. AUDITS AND INSPECTIONS

For the purpose of verifying compliance with this Agreement (including the Schedules attached thereto), the Publisher shall have the right, during normal business hours upon reasonable advance notice and without material disruption to Licensee's business, to audit and inspect from time to time Licensee's offices, books and records relevant to the Licensed Materials and to observe the use made of the Licensed Materials. If the audit or inspection reveals an underpayment that exceeds 5 per cent of the Fee due during the relevant period, Licensee shall reimburse the Publisher for its reasonable costs associated with such audit or inspection.

13. IMF IMMUNITIES

Notwithstanding any other provision of this Agreement, it is understood that the International Monetary Fund and its assets, property, income and its operations and transactions are immune from all forms of taxation. It is further understood that the International Monetary Fund, its property and its assets are immune from all forms of judicial process and that neither this Agreement nor the submission of a dispute to arbitration shall constitute a waiver of that immunity.

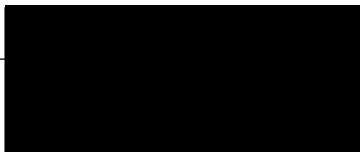
Any disputes arising in connection with this Agreement shall be settled by the mutual agreement of the parties, provided that failing such agreement, the dispute shall be finally settled by arbitration in accordance with the Rules of the American Arbitration Association then in effect, subject to the International Monetary Fund's immunities as described herein. The parties agree to implement any requirements of the arbitrator or arbitrators directed to them in accordance with those rules.

This Agreement shall be governed by the laws of the District of Columbia, USA, regardless of the place of physical execution.

AS WITNESS the hands of the parties the day and year below first written

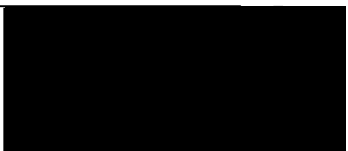
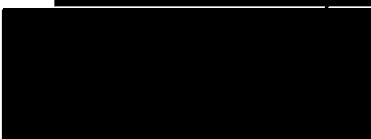
FOR THE PUBLISHER: International Monetary Fund

Name (in block capitals): JEFF HAYDEN Date: 2/6/2017

Position / Title: Publisher 

FOR THE LICENSEE: [FULL NAME]

Name (in block capitals): ING. LIBOR SVOBODA Date: - 9 -01- 2017

Position / Title: BURSAR



SCHEDULE 1

USERS, SUBSCRIPTIONS AND ARRANGEMENTS

A schedule dated December 15, 2016 to the Licence dated December 15, 2016 between The International Monetary Fund and University of Economics Prague

Licensee warrants that Licensee's organization is: Commercial ___ Academic X Non-profit ___

Users

Number of Authorized Users (FTE or FTP):

Licensee acknowledges that the Fee is determined by the number of Authorized Users. Licensee warrants that the number declared on this Schedule is accurate and will make best efforts to ensure that it remains accurate during the Subscription Period. If the number of Authorized Users is one (1), Licensee agrees that the use of the Licensed Materials is personal to one specific Authorized User and will not be shared.

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Licensed Materials	Annual Fee	Format	Renewal Date
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Initial subscription term and billing: Special pricing for two year commitment billed at beginning of subscription at \$9385.

For Online Format, access method (both may be selected):

- Authentication via IP Address
- Authentication via ID/Password

Arrangements

Consortium:

Agency: Albertina icome Praha

AS WITNESS the hands of the parties the day and year below first written

FOR THE THE INTERNATIONAL MONETARY FUND: [FULL NAME]

Name (in block capitals: JEFF HAYDEN Date: 2-6-2017

Position / Title: Publisher [Redacted]

FOR THE LICENSEE: [FULL NAME]

Name (in block capitals: ING. LIBOR SVOBODA Date: - 9 -01- 2017

Position / Title: BURSAR
[Redacted]

SCHEDULE 2

SERVICE SPECIFICATION

A schedule dated December 15, 2016 to the Licence dated December 15, 2016 between The International Monetary Fund and University of Economics Prague

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Library name & address	Domain name(s)	IP addresses/ranges
University of Economics Prague W. Churchilla 4 130 67 Praha 3 Czech Republic		146.102.0.0-146.102.255.255

Contact: Name: [REDACTED]
Telephone: [REDACTED] Fax: / E-mail address: [REDACTED]@ [REDACTED]

AS WITNESS the hands of the parties the day and year below first written

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Name (in block capitals: JEFF HAYDEN Date: 2-6-2017

Position / Title: Publisher [REDACTED]

FOR THE LICENSEE: [FULL NAME]

Name (in block capitals: ING. LIBOR SVOBODA Date: - 9 -01- 2017

Position / Title: BURSAR
[REDACTED]
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