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<sup>2</sup> <http://www.niso.org/workrooms/transfer/>

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<sup>3</sup> <http://www.niso.org/workrooms/kbart>

<sup>4</sup> [http://www.projectcounter.org/code\\_practice.html](http://www.projectcounter.org/code_practice.html)

<sup>5</sup> <http://www.niso.org/workrooms/sushi/>





specified in Section 16.1 of the Agreement). If the Distributor or the Publisher is compelled by law or court order to disclose personally identifiable information (personal data) of the Authorized Users or patterns of use, the Distributor shall provide the Licensee with adequate prior written notice as soon as is practicable, so that the Licensee, the Participating Institution or the Authorized Users may seek protective orders or other remedies. The Distributor or the Publisher will notify the Licensee and Authorized Users as soon as is practicable if the Distributor's or Publisher's systems are breached and the confidentiality of personally identifiable information (personal data) is compromised.

**7.21 Notice of the Use of Digital Rights Management Technology.** In the event that the Distributor or the Publisher utilizes or implements any type of digital rights management ("DRM") technology to control the access to or usage of the Licensed Materials, the Distributor will provide or shall ensure that the Publisher will provide the Licensee with a description of the technical specifications of the DRM and how it impacts access to or usage of the Licensed Materials. In no event may such DRM technology be used in a way that would limit the usage rights of the Participating Institution or any Authorized User as specified in this Agreement or under applicable law. If the use of DRM renders the Licensed Materials substantially less useful to, the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of the Agreement.

**7.22 Use of Digital Watermarking Technology.** In the event that either the Distributor or the Publisher utilizes any type of watermarking technology for any element of the Licensed Materials, the watermarks may not reduce the readability of the content or degrade image quality. Such watermarks shall not contain user-related information, including but not limited to an account number, IP address, and usernames. If digital watermarking technology is implemented, the Distributor will notify or shall ensure that the Publisher will notify the Licensee at least thirty (30) days in advance of such implementation, and provide the technical specifications for the watermarking technology used. If the use of the watermarking technology renders the Licensed Materials substantially less useful to the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of the Agreement.

**7.23 Interoperability with Prevailing Web Browsers.** The Distributor shall ensure that the Publisher will use reasonable efforts to ensure that the Licensed Materials are accessible and interoperable with prevailing web browsers and internet access tools, including, at a minimum, the most recent two major versions (current version and one version prior) and all the associated releases for those versions.

**7.24 Branding.** If commercially possible, the Distributor will allow and shall ensure that the Publisher will allow the Licensee and the Participating Institutions to brand the Publisher's platform with the name of the Licensee and/or the Participating Institutions Sites at the Licensee's or the Participating Institutions' own discretion.

**7.25 MARC Records.** When applicable to the Licensed Materials, at the Licensee's request, the Distributor shall provide or shall ensure that the Publisher will provide





full OCLC-quality batched sets of MARC records incorporating Licensee specifications at no additional cost by the date of the execution of this Agreement. Updates to existing records and new title records, matching the schedule of release and delivery of new publications, will be provided on a mutually agreed-upon schedule and in a format that renders them useful to the Licensee and/or the Participating Institutions. Such records may be provided by means of the Publisher's online service.

7.26 The Distributor recognizes and acknowledges that a new Directive on Copyright in the Digital Single Market<sup>6</sup> has been adopted by the European Union which implements direct statutory authorizations of research organizations to open access and to employ data mining techniques to materials to which they have lawful access. The Directive provides that these rights may not be contractually excluded. The Member States of the European Union will implement this Directive into their national legal orders. The Distributor therefore agrees, once the rules in this Directive become effective, to renegotiate this Agreement to the necessary extent (if necessary). This shall also apply in case of any other obligatory statutory changes.

## 8. Licensee Performance Obligations

8.1 **License Terms Notification.** The Licensee shall ensure that the Participating Institutions will use reasonable efforts to provide the Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement.

8.2 **Protection from Unauthorized Use.** The Licensee shall ensure that the Participating Institutions will use reasonable efforts to restrict access to the Licensed Materials to the Authorized Users in the case of their unauthorized use of the Licensed Materials.

8.3 **Maintaining Confidentiality of Access Passwords.** Where access to the Licensed Materials is to be controlled by the use of passwords, the Licensee shall ensure that the Participating Institutions will use reasonable efforts to inform the Authorized Users that they should not divulge their numbers and passwords to any third party. The Licensee shall ensure that the Participating Institutions will also use reasonable efforts to maintain the confidentiality of any institutional passwords provided by the Distributor or the Publisher.

8.4 The Licensee shall use all reasonable efforts to ensure that the Participating Institutions will comply with the terms of this Agreement and will use the Licensed Materials in accordance with the license terms set out in this Agreement and will observe proper fulfilment of requirements set out in this Agreement. The Licensee shall use all reasonable efforts to ensure that the Participating Institutions will

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<sup>6</sup> Directive of the European Parliament and of the Council on copyright in the Digital Single Market No. (EU) 2019/790.

ensure that the Authorized Users only use the Licensed Materials in accordance with the license terms set out in this Agreement.

## 9. Term

- 9.1 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 ("**Effective Date**").
- 9.2 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 11 of the Agreement.
- 9.3 By a Subscription Period shall be for the purpose of this Agreement understood a calendar year (1 January - 31 December), unless specified differently in Appendix A.

## 10. Renewal

Intentionally left blank

## 11. Early Termination

- 11.1 **Termination for a Material Breach.** Each Party shall notify the breaching Party of a material breach of this Agreement in writing with a detailed description of the breach. The breaching Party shall have sixty (60) days from the receipt of such notice to use all reasonable means to cure this alleged material breach and to notify the non-breaching Party in writing that a cure has been effected. If the material breach is not cured within the sixty (60)-day period, the non-breaching Party shall have the right to terminate the Agreement, entirely or partially with respect to a certain Participating Institutions if the material breach arose only due to this particular Participating Institution with a written notice. Termination of this Agreement is effective immediately by the date of delivery of such a notice. The obligation of the Parties to also remedy any other breach shall not be affected by this provision.
- 11.2 **Termination of Access.** Upon termination of this Agreement, the Distributor or the Publisher may terminate access to the Licensed Materials by the Licensee, the Participating Institutions and the Authorized Users (in case of a partial termination of this Agreement only with respect to the particular Participating Institution and their Authorized Users), subject to Section 12 of this Agreement. In addition, authorized copies of the Licensed Materials made by the Authorized Users may be retained for educational purposes and used subject to the terms of this Agreement even after the termination of this Agreement.



11.3 **Refunds.** In the event of early termination pursuant to this Agreement, except for termination for a material breach by the Licensee pursuant to Section 11.1 of this Agreement, the Licensee shall be entitled to a pro-rata refund of any Fee paid by the Licensee for any remaining period of this Agreement calculated from the date of termination.

## 12. Perpetual Rights

12.1 **Perpetual License.** Notwithstanding anything else in the Agreement, the Distributor grants or shall ensure that the Publisher will grant to the Licensee and the Participating Institutions a nonexclusive, non-transferable, system-wide (access to the same material excluding any enhancements added to the version originally published) perpetual license limited to the territory of the Czech Republic to use any Licensed Materials that were subscribed to or for which a perpetual license fee has been paid during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, all of which shall survive any termination of this Agreement. The means by which the Licensee and/or Participating Institutions shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement. If the Publisher's means of access is not available, the Licensee and/or Participating Institutions may provide substantially equivalent access to the Licensed Materials by engaging the services of third-party trusted archives (such as Portico) and/or participating in collaborative archiving endeavors to exercise such perpetual rights.

*Note: This paragraph applies only to the Licensed Materials which are perpetual, so it is obligatory only for e-journals and e-books with permanent license - in contrast to factual, citation or similar databases and e-resources.*

12.2 In the event the Distributor or Publisher discontinues or suspends selling or licensing the Licensed Materials, the Licensee, Participating Institutions and Authorized Users may use such archived Licensed Materials under the same terms as defined by this Agreement. If the Licensee has a backup copy of the Licensed Materials, the backup copy may be used as an archival copy.

12.3 **Third-Party Archiving Services.** The Distributor and the Licensee acknowledge, and the Distributor shall ensure that the Publisher will also acknowledge, that either Party may engage the services of third-party trusted archives and/or participate in collaborative archiving endeavors to exercise the Licensee's rights under this section of the Agreement. The Distributor agrees to cooperate and ensure that the Publisher will also cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Materials available for archiving purposes. The Licensee and/or Participating Institutions may perpetually use a third-party trusted system or collaborative archive to access or store the Licensed Materials, so long as the Licensee's and Participating Institutions' use is compliant with the terms of this Agreement.

- (a) The Publisher has designated Portico as a third-party provider of perpetual access in the Licensed Materials. The Licensee may access the Licensed Materials on Portico's server solely in the event of downtime of Wiley's platform and authorization by Wiley, provided:
- (i) Wiley continues to designate Portico as a perpetual access provider;
  - (ii) The Licensed Materials are available on Portico;
  - (iii) Wiley maintains copyright over the Licensed Materials;
  - (iv) Portico's procedures for providing access are followed.
- (v) Such access would be deactivated immediately on resumption of access to Wiley Online Library.

12.4 In the event the Distributor or Publisher discontinues or changes the terms of their participation in a third-party archiving service, they shall notify the Licensee in advance, and shall in good faith seek to establish alternative arrangements for trusted archiving and perpetual access to the Licensed Materials.

## 13. Warranties

13.1 The Distributor represents and warrants that it has, together with the Publisher, all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee that could further authorize the Participating Institutions and their Authorized Users to use the Licensed Materials for the purposes and terms set out in this Agreement, and that the use of the Licensed Materials in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party. The Distributor represents and warrants that it is authorized together with the Publisher to fulfill any and all of its obligations set out in this Agreement and that its contractual or other relationship with the Publisher allows it to fulfill these obligations.

13.2 **Accessibility Requirements.** The Distributor represents and warrants that the Licensed Materials comply with the Distributor's and the Publisher's country of origin laws and regulations and conform to the international accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.0 at level AA. The Distributor shall also promptly respond to and resolve any complaint regarding accessibility of the Licensed Materials and ensure that necessary measures are taken by the Publisher, if necessary.<sup>7</sup>

## 14. Limitations on Warranties

14.1 Notwithstanding anything else in this Agreement, neither Party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not

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<sup>7</sup> <http://www.w3.org/WAI/guid-tech.html>

limited to loss of data, business interruption, or loss of profits, that arises from the use of the Licensed Materials, or the incompetence of the Authorized Users to properly use the Licensed Materials.

14.2 The Distributor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any of the Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

14.3 Except for the express warranties stated elsewhere in this Agreement, the Distributor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability, or fitness for a particular purpose.

## 15. Indemnities

15.1 The Distributor shall indemnify and hold harmless the Licensee, the Participating Institutions and Authorized Users from and against any and all liabilities, losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from actual or alleged infringement of any third-party intellectual property rights regarding the use of the Licensed Materials by the Licensee or any Participating Institution or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This Section shall survive the termination of this Agreement.

## 16. Data Protection

16.1 For the purpose of this Agreement, **Data Protection Law** shall mean the General Data Protection Regulation (EU) 2016/679 (the "Regulation") and the European Privacy and Electronic Communications Directive (Directive 2002/58/EC), as amended or replaced from time to time, and the terms "personal data", "processing", "processor", "controller", "personal data breach", "data subject" and "supervisory authority" shall all have the meanings ascribed to them under the applicable Data Protection Law.

16.2 Without any prejudice to Section 4.2(c) of the Agreement, if any personal data is processed under this Agreement by either Party or by the Publisher, the Parties agree that each Party including the Publisher shall act as a data controller for the purposes of Data Protection Law, unless such arrangement would be contrary to the Data Protection Law. Each Party including the Publisher shall (i) only process personal data in compliance with, and shall not cause itself or the other Party or the Publisher to be in breach of Data Protection Law and (ii) act reasonably in providing such information and assistance as the other Party may reasonably request to enable it to comply with its obligations under Data Protection Law.

16.3 Each Party will notify the other Party or the Publisher without undue delay if it becomes aware of a personal data breach relating to the processing of personal data in connection with this Agreement and shall act reasonably in co-operating with the other Party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the personal data breach.

16.4 If either Party receives any communication from any supervisory authority relating to the processing of personal data in connection with this Agreement, it shall (i) provide the other Party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other Party in respect of any response to the same.

## 17. Assignment and Transfer

17.1 Neither Party may assign, transfer or novate, directly or indirectly, any or all of its rights or obligations under this Agreement without the prior written consent of the other Party, except as otherwise stipulated herein. Neither Party may unreasonably withhold or delay such written consent.

## 18. Governing Law

18.1 This Agreement and all matters arising from or in connection hereto shall be interpreted and construed according to, and governed by, the laws of the Czech Republic, in particular by Act No. 89/2012 Coll., the Civil Code, as amended.

## 19. Dispute Resolution & Venue

19.1 In the event of any dispute or controversy arising out of or relating to this Agreement, the Parties agree to exercise good faith to resolve the dispute amicably and as soon as possible. In the event that the Parties fail to settle the dispute amicably within thirty (30) days, 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 which are not subject to or affected by the dispute. The Party invoking mediation shall inform the other Party with a written notice of its decision to seek informal mediation, and the notice must include a description of the 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 starting from the day after the delivery of such notice to the other Party. If the designated representatives cannot resolve the dispute, the Parties shall meet at a mutually agreed location and discuss the dispute and their respective proposals for resolution while being represented by their responsible executives, who shall act in good faith to resolve the dispute.





19.2 If the dispute is not resolved within thirty (30) days of the meeting among the Parties' executives, either Party may pursue 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 which are not subject to or affected by the dispute.

## 20. Force Majeure

20.1 Neither Party shall be liable for any damage or have the right to terminate this Agreement for any delay or default in performing its duties hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, acts of terrorism, 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 such event of force majeure, the Party affected shall promptly notify the other Party in writing setting forth the details of the occurrence of the force majeure event, its expected duration and how that Party's performance may be affected. The affected Party shall resume the performance of its duties as soon as practicable after the force majeure event ceases.

## 21. Entire Agreement

21.1 This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. For the avoidance of doubt, additional terms and conditions as defined in Section 7.6 of the Agreement shall not modify the terms of this Agreement.

## 22. Amendment

22.1 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.

## 23. Severability

23.1 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 Parties shall replace the invalid, illegal or unenforceable provision with a new provision to achieve the same or, if not possible, the closest possible effect to that of the original invalid, illegal or unenforceable provision and this Agreement as a whole.

## 24. Waiver of Contractual Right

24.1 Waiver of any right, power or remedy herein shall not be deemed a waiver of any other right, power or remedy herein, nor shall waiver of any right, power or remedy regarding a breach of this Agreement be construed as a continuing waiver of any right, power or remedy regarding other breaches of the same or other provisions of this Agreement.

## 25. Notices

25.1 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.

25.2 Notices regarding the damages, penalties, debts, contacts and this Agreement as such (for example, the notification about breach or 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 presumed delivered on the third (3rd) business day following their proven posting if the delivery address is in the Czech Republic, and on the fifteenth (15<sup>th</sup>) day if the delivery address is outside the Czech Republic.

25.3 Either Party may from time to time change its delivery address by written Notice to the other Party. Such change is effective from the delivery of such Notice.

25.4 If to the Distributor:

- Distributor:
- Address of Distributor:
- City of Distributor:
- State of Distributor:
- Country of Distributor:
- Postal Code of Distributor:
- E-mail:

25.5 If to the Licensee:

- Licensing contact:
- Address of Licensee:      Head of Licensing Unit  
CzechELib  
National Library of Technology  
Technická 6, 160 80 Praha 6 - Dejvice  
Czech Republic
- E-mail: [REDACTED]



## 26. Audit Rights

26.1 The Distributor acknowledges that the Licensee can be audited by a respective authority and that the conditions regulating the financing of the Licensee may require that the Licensee ensures the necessary cooperation of the Distributor or the Publisher in order to conduct a proper audit of the Licensee. For this purpose, the Distributor is obliged to provide, as well as ensure that the Publisher will also provide, all the necessary cooperation, information, declaration and documents concerning the Licensee to any auditing/controlling body authorized to carry out an audit of the Licensee in compliance with the rules and regulations of the Czech Republic and mandatory rules of the European Union regarding financial control, especially regarding the grants. The Distributor shall also cooperate, as well as ensure that the Publisher will also cooperate, with persons authorized to execute the audit of the Licensee by such auditing bodies. The Distributor and the Publisher shall not be entitled to any remuneration, compensation or any other benefit for providing cooperation as described above. This cooperation can include, but shall not be limited to:

- (a) providing confirmation when the Licensed Materials became accessible as stipulated;
- (b) providing information regarding the fulfillment of the payment terms stipulated in this Agreement or information with respect to a potential outstanding Fee due by the Licensee;
- (c) providing information whether the public procurement procedure occurred as recorded in the protocol drawn up by the Licensee;
- (d) providing cooperation for the purposes of a potential crime investigation.

26.2 Failure to provide cooperation as described in Section 26.1 of the Agreement causing that an effective audit could not be realized shall be deemed a serious breach of this Agreement, and the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of the Agreement. The Distributor is obliged to fully compensate any damage that should arise as a result of failure to perform the duty to cooperate described in Section 26.1 of the Agreement. Duties described in Section 26 of the Agreement shall survive the termination of this Agreement.

## 27. Execution

27.1 The Agreement itself shall be signed by the authorized signatory of the Distributor and the Licensee.

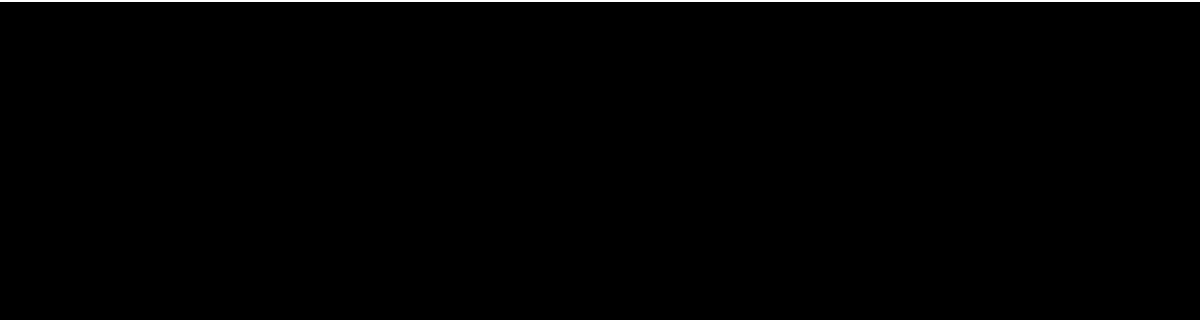


27.2 This Agreement is drawn up in three counterparts in the English language, each of which has the power of an original. The Distributor shall receive one (1) counterpart and the Licensee shall receive two (2) counterparts.

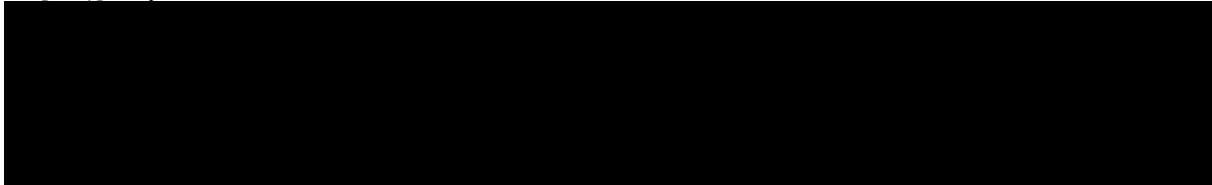
27.3 The Parties agree that electronically signed versions of this originally executed Agreement are acceptable in lieu of printed signed copies and are to be given full force and effect under the law and each Party declares that the electronic execution is valid and effective in the jurisdiction the Party executes the Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their respective, duly authorized representatives.

**DISTRIBUTOR:**



**LICENSEE:**



Director of National Library of Technology  
Technická 6  
160 80 Praha 6 - Dejvice  
Czech Republic



- Appendix A: Business Terms

**Materials:**

Publisher: John Wiley & Sons, Inc. (“Wiley US”), a New York corporation, 111 River Street, Hoboken, New Jersey 07030, and its affiliates, including without limitation, John Wiley & Sons, Ltd., a company incorporated under the laws of England and Wales, The Atrium, Southern Gate, Chichester, West Sussex PO19 8SQ (“Wiley UK”), Wiley-VCH Verlag GmbH & Co. KGaA, a company incorporated under the laws of Germany, Boschstrasse 12 D-69469 Weinheim, Germany (“Wiley Germany”) and John Wiley & Sons Australia, Ltd., Level 5, 42 McDougall St., Milton, Queensland, Australia 4064 (“Wiley Australia”), collectively “Publisher”

Name: **UBCM All Online Books**

Number of the ebooks: see Appendix D

**LICENSED ONLINE BOOKS - Usage-Based Collection Management Option**

Wiley Online Library Online Books are the electronic editions of Wiley books to which the Licensee has access under this Agreement. They may include tables of content, abstracts, full text, illustrations, data tables and additional content not included in the print versions of the books.

1. **The Offer:** The Licensee wishes to license Online Books. Wiley will provide access to all of the titles in the Catalog(s) selected by the Licensee for an Access Period and the Licensee agrees to a Total Minimum Commitment to license Online Books, to be paid at the start of the Access Period. The Participating Institutions will select and license titles from the Catalog(s) that equal or exceed the Total Minimum Commitment not later than the end of the Access Period. After the end of the Access Period, the Participating Institutions will no longer have access to Online Book titles not selected for license.
2. **Catalog(s):** The Participating Institutions have selected the following Catalog(s) for access during the Access Period.
  - 2.1. The Licensee will be invoiced for the Total Minimum Commitment at the commencement of the Access Period as set in Payment Terms.
  - 2.2.

Institution	Collection	FTE	Price
Brno University of Technology	3year SciTech Collection	Medium	
National Library of Technology	3year SciTech Collection	Medium	
Technical University of Liberec	5year Online Books	Small	



Tomas Bata University in Zlín	3year Online Books	Small	
University of Chemistry and Technology, Prague	5year SciTech Collection	Small	
			€ 68,411.70

Information concerning the fees of the individual Participating Institutions contained in this Appendix A 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.

**3. Access Period:**

3.1. **Start Date:** January 1, 2022

3.2. **End Date:** December 31, 2022 (Agreement Term)

3.3. During the Access Period, the Participating Institutions will have access to all of the titles in the selected Catalog(s) under the terms of this Agreement. During the Access Period, Wiley will provide the Licensee and Participating Institutions with usage data as set forth in the Agreement via the Wiley Online Library Customer Administration service.

3.4. The Licensee will select and license titles from the Catalog(s) that equal or exceed the Total Minimum Commitment at the end of the Access Period. A final usage data report will be provided within the final 30 days of the formal Access Period with a proposed default list of titles based on patron usage and based on the Total Minimum Commitment.

3.5. If Licensee does not provide any alternate selection of titles by 60 days after the conclusion of the Access Period, the default usage-based selection list provided to Licensee shall become final.

**4. Perpetual Access:** At the end of the Access Period, Wiley will provide the Participating Institutions with perpetual access to the full text of the Online Book titles selected and licensed and listed as Appendix D . For the avoidance of doubt, no perpetual access is granted for titles *not* selected at the end of the of the Access Period.

**5. Fees:** Online Books One-Time license Fees will be calculated based on the current US list price at the time of selection (end of the Access Period). The Licensee must license titles equal or greater in aggregate value to the Total Minimum Commitment. If the aggregate fee for titles licensed is greater than the Total Minimum Commitment Fee already paid to Wiley, Wiley will invoice the Licensee for the additional fee(s).





6. Titles included in this license will be listed with prices in Appendix D, to be added at the conclusion of the Access Period. The Publisher and the Participating Institutions may subsequently add further titles to the Participating Institutions' holdings subject to an agreement between the Publisher and such Participating Institution. Any titles licensed subsequent to this may be added under the terms of this Appendix only via a direct relationship between the Participating Institutions and the Distributor or Publisher without any involvement and/or liability of the Licensee.. For the avoidance of doubt, any subsequently added titles will be added at sole discretion and full payment by the respective Participating Institution. Licensee is in no way liable for any payments related to such purchases and also not for any delay of the Participating Institution or any violation of any subsequent agreement between the Participating Institution and the Publisher. The Total Fee as set in "Fees and Negotiated Discounts" is final and may be adjusted only in compliance with the applicable public procurement law.
- 7.



**Access Conditions:** Unlimited simultaneous user system-wide perpetual access

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

**Fees and Negotiated Discounts:**

- Total Fee 2022: 68,411.70
- 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 Distributor's bank account no.:   
 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 Fee for the Licensed Materials shall be paid annually for each commenced calendar year of the duration of this Agreement in the amount set forth therein. The Parties expressly state that the Fee for the year 2022 shall be paid in the whole amount, regardless of the beginning of the Agreements' effectiveness.
3. All the prices (Fee) under this Agreement are set forth as final, unchangeable and the maximum allowable and cover and include all activities relating to the performance under the Agreement. The Distributor may not charge any additional costs or expenses to the Licensee.



4. The Fee for each commenced calendar year of the duration of the Agreement shall be paid in two (2) partial payments within one invoice issued at the earliest at the beginning of the calendar year to which the fees relate 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 15 May 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 the end of 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 1 March 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 this Agreement. In the event that there are multiple currencies specified in this Agreement for each Licensed Material, the Distributor 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](http://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 this Agreement. The Distributor shall bear any and all costs connected with a change of the exchange rate, including but not limited to any costs which might arise due the invoice containing incorrect or incomplete information.
  
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 Distributor 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 Distributor shall correct the invoice in each case within 15 days as of written 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 Distributor 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 Distributor declares that it 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 Distributor is an unreliable VAT payer, the Distributor undertakes to notify such fact to the Licensee in writing without undue delay.
12. The Distributor further declares that it fulfills all the conditions set forth in the Section 109 of the VAT Act, i.e. that it 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 Distributor undertakes that if there is a threat or even a breach of any Distributor's obligation that could lead to the liability of the Distributor for an unpaid tax, it shall notify such fact in writing to the Licensee without undue delay.
13. Any payments made under this Agreement in favor of the Distributor shall be made to the Distributor's bank account, which is registered with the tax authority within the meaning of the Section 109 of the VAT Act, which the Distributor confirms. In the event that the Distributor becomes an unreliable VAT payer under the preceding paragraphs or there is a threat that the Distributor will become an unreliable VAT payer under the preceding paragraphs, or the Distributor's account shall not be registered with the tax administrator, or in the event that the Licensee is aware of the facts decisive for the legal liability of the Licensee for the payment of VAT within the meaning of Section 109 of the VAT Act, the Distributor expressly agrees that the VAT from the Fee under this Agreement shall be paid directly to the tax administrator's account in accordance with the applicable legislation.

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



- **Appendix B: Participating Institutions and Fees**

Information concerning the fees of the individual 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**

Institution	Collection	FTE	Price
Brno University of Technology	3year SciTech Collection	Medium	
National Library of Technology	3year SciTech Collection	Medium	
Technical University of Liberec	5year Online Books	Small	
Tomas Bata University in Zlín	3year Online Books	Small	
University of Chemistry and Technology, Prague	5year SciTech Collection	Small	
			€ 68,411.70



- Appendix D: Title List

Title list for titles with perpetual access to be added at the conclusion of the Access Period.

