

Amendment No. 1 to the Standard License Agreement

(hereinafter referred to as the “Amendment“)

Name: **National Library of Technology**, a State Contribution Organization set up by the Ministry of Education, Youth and Sports
Seat: Technická 2710/6, 160 80 Praha 6 - Dejvice
Identification number: 61387142
Represented by: Ing. Martin Svoboda, Director

(hereinafter referred to as the “Licensee”)

and

Name: EBSCO Information Services s.r.o.
Seat: Klimentská 1746/52, 110 00 Praha 1
Identification number: 49621823
Other details: Registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 24504
Represented by: Cary Alan Bruce, Managing director

(hereinafter referred to as the “Licensor”)

(the Licensee and the Licensor hereinafter also jointly the “Contracting Parties” and each separately also the “Contracting Party”)

1. INTRODUCTORY PROVISIONS

- 1.1. On January 29, 2023, the Contracting Parties entered into the Standard License Agreement which defines the conditions of cooperation and rights and duties of the Contracting Parties while providing defined Licensed Materials (hereinafter referred to as the “Agreement”). The Agreement was published in the Register of Contracts on January 30, 2023 with the ID of contract 21669977.
- 1.2. Since the Contracting Parties wish to change the identifying process of eligible authors, the Contracting Parties execute this Amendment.

1. SUBJECT-MATTER OF THE AMENDMENT

1.1. The Contracting Parties have agreed that Appendix E to the Agreement, Section 6. shall be modified and replaced in its entirety as follows:

“6. Eligible Authors will be identified by the selected affiliation during the article submission, through the persistent identifier Ringgold. The parties might change this identifying process and amend this Agreement accordingly, when the changes and amendments are agreed by both parties. During the term, if:

- a. an Eligible Author does not appropriately identify themselves and then publishes an article on a subscription basis, the Publisher shall not be required to then convert the article so that it is published open access pursuant to this clause; and*
- b. the Publisher fails to identify authors as Eligible Authors despite the author correctly providing the identification parameters and then publishes their article on a subscription basis, the Publisher shall be responsible to revert the article so that it is published pursuant to this clause if requested by the Eligible Author and the author is in fact an Eligible Author.”*

1.2. The Contracting Parties have agreed that Appendix E to the Agreement, Section 9 shall be removed from the Agreement.

“9. Table of e-domains:

<i>Institution (Czech)</i>	<i>Institution (English)</i>	<i>Email domain(s)²</i>
		<i>savb.cz, cas.cz, arub.cz, brno.aver.cz, cergo-oi.cz, czechglobe.cz, fu.cz, iach.cz, ibp.cz, ipm.cz, icibrno.cz, ivb.cz, lnav.cz, ufa.cz, lib.cas.cz</i>
<i>Knihovna AV ČR, v.v.i. (za celou AV ČR)</i>	<i>Library of the Czech Academy of Sciences (on behalf of all CAS institutes)</i>	
<i>Masarykova univerzita</i>	<i>Masaryk University</i>	<i><u>muni.cz</u></i>
<i>Moravská zemská knihovna v Brně</i>	<i>Moravian Library in Brno</i>	<i><u>malez</u></i>

<i>Národní technická knihovna</i>	<i>National Library of Technology</i>	<i>techlib.cz</i>
<i>ŠKODA AUTO VYSOKÁ ŠKOLA o.p.s.</i>	<i>ŠKODA AUTO University</i>	<i>savs.cz</i>
<i>Technická univerzita v Liberci</i>	<i>Technical University of Liberec</i>	<i>tul.cz</i>
<i>Univerzita Tomáše Bati ve Zlíně</i>	<i>Tomas Bata University in Zlín</i>	<i>utb.cz</i>
<i>Vysoká škola ekonomická v Praze</i>	<i>University of Economics, Prague</i>	<i>vse.cz</i>
<i>Vysoké učení technické v Brně</i>	<i>Brno University of Technology</i>	<i>vutbr.cz, vut.cz</i>
<i>Západočeská univerzita v Plzni</i>	<i>University of West Bohemia</i>	<i>zcu.cz</i>

possible e-mail subdomains not explicitly listed

2. FINAL PROVISIONS

- 2.1. The Amendment shall become valid on the date of signature by both Contracting Parties. The Amendment comes into effect on the date of its publication in the Register of Contracts under the conditions stipulated by Act No. 340/2015 Coll., On the Register of Contracts, as amended. The Amendment will be published by Licensee in the Register of Contracts.
- 2.2. All other terms and conditions of the Agreement including other terms and conditions of Appendix E to the Agreement remain unchanged and unaffected.
- 2.3. This Amendment is executed in electronic version and each Party receives one electronic counterpart.
- 2.4. The Contracting Parties agree that electronically signed versions of this originally executed Amendment are acceptable in lieu of printed signed copies and are to be given full force and effect under law and each Contracting Party declares that the electronic execution is valid and effective in the jurisdiction the Contracting Party executes the Amendment.

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

Managing Director

Director of National Library of Technology