

# Smlouva o přístupu k elektronickým informačním zdrojům

## Smluvní strany

### Odběratel:

**Knihovna AV ČR, v. v. i.**

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dále jen „*odběratel*“

### Dodavatel:

Obchodní firma: SUWECO CZ, s. r. o.

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Zapsaná v obchodním rejstříku vedeném Městským soudem v Praze, oddíl C, vložka 49215

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## 2. Předmět smlouvy a rozsah plnění

- 2.1 Předmětem této smlouvy je povinnost dodavatele zajistit odběrateli trvalý online přístup k elektronickým zdrojům, jejichž výčet je uveden v příloze č. 1 této smlouvy (dále také „elektronický zdroj“).
- 2.2 Dodavatel je smluvním partnerem příslušných zahraničních vydavatelů/poskytovatelů a zároveň je oprávněným distributorem k jejich dodávce odběrateli.

### **3. Doba a místo a způsob plnění**

- 3.1 Dodavatel se zavazuje zajistit odběrateli přístup k elektronickému zdroji dle čl. 2.1 nejpozději od pátého dne po podpisu smlouvy oběma smluvními stranami.
- 3.2 Místem přístupu k e-knihám jsou prostory objektů odběratele.
- 3.3 Online přístup k elektronickému zdroji bude umožněn na základě IP adres odběratele xxx.
- 3.4 Dodavatel nebude podmiňovat zprovoznění přístupu uzavíráním dalších písemných smluv mezi odběratelem a vydavatelem.

### **4. Smluvní cena a platební podmínky**

- 4.1 Cena licence trvalého přístupu k e-knihám je uvedena v Příloze č. 1, která je přílohou této smlouvy. Cena za případné další nákupy e-knih dle ustanovení čl. I odst. 4 této smlouvy bude uvedena v příslušném číslovaném dodatku.
- 4.1 Cena za plnění předmětu smlouvy je splatná jednorázově.
- 4.2 Tato smluvní cena v rozsahu sjednaného předmětu smlouvy je smluvní cenou nejvýše přípustnou. V ceně jsou zahrnuty veškeré náklady nutné pro řádné splnění sjednaného předmětu smlouvy včetně všech souvisejících nákladů (vlivů změn kurzů české měny vůči zahraničním měnám, obecného vývoje cen, zvýšených nákladů vyplývajících z obchodních podmínek, apod.).
- 4.3 Smluvní cenu uhradí odběratel na základě daňového dokladu (faktury) vystavené dodavatelem ke dni uskutečnění zdanitelného plnění, kterým se rozumí den zřízení online přístupu k elektronickým časopisům.
- 4.4 Termín splatnosti daňového dokladu (faktury) je 21 kalendářních dnů ode dne jeho doručení odběrateli v bezchybném vyhotovení. Daňový doklad (faktura) musí obsahovat veškeré náležitosti řádného účetního a daňového dokladu ve smyslu příslušných zákonných ustanovení. V případě, že faktura nebude mít odpovídající náležitosti, je odběratel oprávněn zaslat ji ve lhůtě splatnosti zpět dodavateli k doplnění či opravě, aniž se tak dostane do prodlení se splatností; nová lhůta splatnosti počíná běžet znovu od opětovného doručení náležitě doplněného či opraveného dokladu.
- 4.5 Daňový doklad (fakturu) zašle dodavatel na adresu odběratele uvedenou v záhlaví této smlouvy.

### **5. Podmínky plnění**

- 5.1 V případě závady online přístupu k elektronickému zdroji oznámí odběratel tuto skutečnost dodavateli bez zbytečného odkladu po jejím zjištění, a to na adresu: [xxx@suweco.cz](mailto:xxx@suweco.cz). Dodavatel je povinen vyvinout maximální úsilí o znovuoobnovení online přístupu k nefunkčnímu elektronickému zdroji a zavazuje se průběžně informovat odběratele o průběhu a stavu odstranění závady, zejména o urgenci přístupu u vydavatele.
- 5.2 Dodavatel je povinen zajistit odstranění závady, tj. zajistit online přístup k elektronickému zdroji, nejpozději do 30 dnů od jejího nahlášení odběratelem.

### **6. Technické podmínky**

- 6.1 Dodavatel je povinen zajistit splnění následujících podmínek:

- Kompatibilitu se systémovým prostředím KNAV
- Aktivace přístupu k e-knize pro KNAV v rozhraní poskytovatele
- Online přístup k titulu na základě rozsahu IP adres KNAV a zajištění možnosti vzdáleného přístupu pro registrované uživatele KNAV

- Dodání MARC záznamů jednotlivých titulů pro import do discovery systému KNAV
- Zajištění statistik využití služby

## 7. Závěrečná ustanovení

7.1 Dodavatel je oprávněn odstoupit od smlouvy v případě podstatného porušení smlouvy ze strany odběratele, za které se považuje prodlení s úhradou řádně vystaveného daňového dokladu (faktury) delší než 60 dnů.

7.2 Odběratel je oprávněn od smlouvy odstoupit v případě:

- že dojde k podstatnému porušení povinností dodavatelem, kterým se rozumí zejména prodlení dodavatele se zpřístupněním elektronického zdroje odběrateli ve sjednané lhůtě a nedodržení lhůty pro odstranění vad dle čl. 5.3;
- že proti majetku dodavatele bude vedeno insolvenční řízení;
- že dojde k nepodstatnému porušení povinností uložených dodavateli smlouvou, které dodavatel v poskytnuté lhůtě neodstraní;
- že dojde k opakovanému nepodstatnému porušení povinností uložených dodavateli smlouvou;
- že dodavatel nebude i přes písemnou výzvu odběratele respektovat pokyny odběratele;

7.3 Změny nebo doplnění smlouvy lze učinit výlučně písemně formou chronologicky číslovaných dodatků potvrzených oprávněnými zástupci obou smluvních stran.

7.4 Smluvní strany řeší spory z této smlouvy vyplývající především vzájemnou dohodou. Nedojde-li k dohodě, předají strany spor věcně příslušnému soudu, přičemž místní příslušnost soudu se řídí sídlem odběratele. Rozhodčí řízení je vyloučeno.

7.5 Smlouva nabývá platnosti a účinnosti dnem podpisu obou smluvních stran.

7.6 Smlouva je vyhotovena ve dvou stejnopisech, z nichž po dvou obdrží každá ze smluvních stran.

Nedílnou součástí této smlouvy je příloha „*Elsevier Subscription Agreement No.1-8283135902*“.

Za odběratele v Praze dne: 19 -06- 2015

Za dodavatele v Praze dne: 17.6.2015

.....  
Ing. Martin Lhoták  
ředitel

KNIHOVNA AV ČR, v. v. i.

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Ing. Nina Suškevičová  
ředitelka

## Příloha č. 1 - Přehled koupených titulů a jejich cen

### Přístup v rozhraní ScienceDirect na základě rozsahů IP adres KNAV Podpora vzdáleného přístupu

ISBN	Název publikace	Cena v Kč bez DPH
9780123869807	Alan Turing: His Work and Impact	
9780444595553	Biohydrogen	
9780857094162	Biomimetic Biomaterials	
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9780080983493	Climate Change, Air Pollution and Global Challenges	
9781843346739	Demystifying the Institutional Repository for Success	
9780857093400	Diamond-Based Materials for Biomedical Applications	
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9780123822192	Handbook of Proteolytic Enzymes	
9780857092373	Lasers for Medical Applications	
9781843346906	Leadership in Academic and Public Libraries	
9781843347408	Making Sense Of Space	
9781843347439	New Content in Digital Repositories	
9780857095077	Nitride Semiconductor Light-Emitting Diodes (LEDs)	
9781843347323	Optimizing Academic Library Services In The Digital Milieu	
9780123865410	Principles of Cloning	
9781843347637	Scholarly Information Search in the Networked Academic Learning Environment	
9780123971579	Stem Cell Biology and Tissue Engineering in Dental Sciences	
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	Celkem v Kč včetně DPH	<b>86016,25</b>



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### 7.9 *Execution.*

This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures.

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

**Library of the Czech Academy of Sciences (Subscriber)**

**KNIHOVNA AV ČR, v. v. i.**

\_\_\_\_\_  
Name: Ing. Martin Lhoták  
Title: director

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**ELSEVIER B.V.**  
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Name: \_\_\_\_\_  
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**Schedule 1**

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9781843347323	9781843347323	Optimizing Academic Library Services In The Digital Milieu
9780123865410	9780123865410	Principles of Cloning
9781843347637	9781843347637	Scholarly Information Search in the Networked Academic Learning Environment
9780123971579	9780123971579	Stem Cell Biology and Tissue Engineering in Dental Sciences
9781843347361	9781843347361	The Patron-Driven Library

**ELSEVIER SUBSCRIPTION AGREEMENT**  
**Schedule 2**  
**Sites/Authentication/Contacts**

**Subscriber:** Library of the Czech Academy of Sciences

<b>Sites:</b> Narodni trida 3, Praha 1, 11522, Czech Republic	<b>#Auth. Users:</b> 3893	<b>Authentication:</b> IP Authentication
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Estimated total number of Authorized Users: 3893

For the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (including without limitation companies that are owned wholly or in part by, or affiliated with, the Subscriber) are not Sites, unless expressly stated above.

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