## JOURNALS INSTITUTIONAL LICENCE

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## (the “Agreement”)

25th July 2024

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13.2.5 the following acknowledgement is included in respect of any Non-Gold OA Articles:

“This is an Accepted Manuscript of an article published by Taylor & Francis in [JOURNAL TITLE] on [date of publication], available online: http://www.tandfonline.com/[Article DOI].”

* 1. Licensee acknowledges that the provisions of this Clause 13 relate solely to articles in journals published by the Publisher and are without prejudice to any rights granted or retained by an author and/or the Publisher in any author or contributor agreement between these parties (an “**Author Agreement**”) and that in the event of conflict or dispute between this Agreement and any Author Agreement, the provisions of any such Author Agreement shall take precedence.
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1. **MERGING INSTITUTIONS AND PARTNERSHIPS**
	1. If the Licensee (or any other company or entity that benefits from the licence granted under this Agreement) (each, a “**Beneficiary**”) intends to merge with or acquire any interest or shares of a third party or any third party intends to merge with or acquire such an interest in the Licensee or any Beneficiary (a “**Transfer**”); or should there be a material change to the Authorised User constituency by addition of affiliations, partnerships or additional Licensed Sites, the Licensee shall give Publisher reasonable advance notice of any such change. Such notification must include details of all current Publisher subscriptions held by either Licensee or the merging institution, partner or affiliate. Licensee acknowledges that in such situations:

14.1.1 subject to Clauses 14.1.3 and 14.2, this Agreement will remain in full force and effect;

14.1.2 Publisher shall be entitled to offer to Licensee a revised Fee based on, amongst other things, the enlarged size and nature of the Licensee’s institution following the change (“**Expansion Fee**”); and

14.1.3 unless and until Licensee pays to Publisher the Expansion Fee, Licensee acknowledges and agrees (and Licensee shall ensure as a principal obligation) that none of the employees, contractors or other personnel of the relevant third party shall have access to or use the Licensed Materials or shall be deemed to be Authorised User(s) under this Agreement; and

14.1.4 the Publisher reserves the right to prohibit any such expansion of access.

* 1. For the avoidance of doubt, and without prejudice to any other right or remedy available to Publisher, Licensee acknowledges and agrees that any breach of Clause 14.1 shall be deemed to be a material breach of this Agreement capable of termination by Publisher pursuant to Clause 15.
1. **TERM AND TERMINATION**
	1. The Term of the Agreement shall be as set out at the head of the Agreement. The Licensee’s right to access the Licensed Materials shall automatically terminate at the end of the Term, unless the parties have previously agreed to renew this Agreement, or unless perpetual rights have been granted pursuant to this Agreement.

15.1.1 If the Term should expire while the parties continue to negotiate in good faith the terms of a renewal hereof, the parties may agree for the Publisher to provide continued access to the Licensed Materials during such period of negotiation (the “**Extended Access Period**”), provided, however, the Publisher reserves the right to charge the Licensee for the access to the Licensed Materials provided during the Extended Access Period, at rates comparable to those offered under this Agreement.

* 1. In addition, this Agreement may be terminated:

15.2.1 by the Licensee, if the Publisher commits a material or persistent breach of any term of this Agreement and fails to remedy the breach (if capable of remedy) within sixty (60) days of notification in writing by the Licensee;

15.2.2 by the Publisher, if the Licensee commits a material and/or persistent infringement of the copyright or other Intellectual Property Rights in the Licensed Materials or breaches the provisions of Clause 3 in respect of usage rights, Clause 6 in respect of prohibited uses, or Clause 10.1.2 in respect of its obligations upon becoming aware of any unauthorised access to or use of the Licensed Materials, and fails to remedy the breach (if capable of remedy) within fifteen (15) days of notification in writing by the Publisher;

15.2.3 by the Publisher, if the Licensee commits a material and/or persistent breach of any term of this Agreement other than those set forth in Clause 15.2.2 and fails to remedy the breach within sixty (60) days of notification in writing by the Publisher; or

15.2.4 by one party, if the other party becomes insolvent or becomes subject to receivership, liquidation or similar external administration or ceases to carry on business or threatens to do any of these things or suffers any analogous event in any jurisdiction.

* 1. On termination of this Agreement by Publisher for cause, as specified in clauses 15.2.2, 15.2.3, or 15.2.4, the Licensee shall immediately cease to distribute, or make available, the Licensed Materials to Authorised Users and shall return to the Publisher or destroy all Licensed Materials in its control from the date of first notification of breach. For the avoidance of doubt, this provision is not applicable with respect to Licensed Materials to which access continues to be permitted on a perpetual basis as provided in Clause 9.5, nor to materials licensed pursuant to the terms of another written agreement between the parties.
	2. On termination of this Agreement by the Licensee for cause, as specified in Clause 15.2.1, the Publisher shall forthwith refund any proportion of the Fees that represent the paid but un-expired part of the Subscription Period.
	3. Clauses 7, 9.5, 9.8, 10.1, 10.4, 11 and 12 shall survive the termination of this Agreement on the terms set out in those respective clauses.
1. **OTHER TERMS AND CONDITIONS**
	1. In addition to the terms contained in this Agreement, if and to the extent that the Licensee or their Authorised Users access the Licensed Materials via the Online Services, Licensee acknowledges that use of the Licensed Materials shall also be subject to the Online Service Terms and Conditions of Use (the “**Online Terms**”). The Online Terms can be viewed at <http://www.tandfonline.com/page/terms-and-conditions> and that by accessing and using the Licensed Materials, Licensee acknowledges that they will be accepting and agreeing to be bound by them. In the event of conflict of the terms of this Agreement and the provisions of the Online Terms, the terms of this Agreement shall take precedence.
2. **GENERAL**
	1. This Agreement, together with all Schedules, Exhibits and any other documents or terms incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.
	2. Alterations to this Agreement are only valid if they are agreed to in writing in advance by both parties.
	3. Each party warrants and represents that the person signing this Agreement on its behalf has authority to bind that party and that the party’s execution of this Agreement is not in violation of any by-law, covenants, and/or other restrictions placed upon them by their respective entities. Each signatory to this Agreement represents that they have the authority to execute this Agreement on behalf of their respective party and to bind that party to the terms of this Agreement.
	4. This Agreement may not be assigned by the Licensee to any other person or organisation, nor may either party sub-contract any of its obligations, except as provided in this Agreement and the management and operation of the Server, without the prior written consent of the other party, whose consent shall not unreasonably be withheld. Publisher shall be entitled to assign, sub-licence, subcontract or otherwise dispose of its rights and obligations under this Agreement to any other person or company.
	5. Any notices required under this Agreement shall be sent by prepaid recorded delivery, registered post, or receipted email to the address of the addressee as set out in this Agreement or to such other address as notified by either party to the other in writing as its address for service of notices. All such notices sent by prepaid recorded delivery or registered post shall be deemed to have been given within 14 days of posting. All such notices sent by email shall be deemed to have been given on the date transmitted if confirmed by the receiving party by email.
	6. Except in respect of a payment obligation, neither party will be held liable for any failure or delay to perform any obligation to the other due to a Force Majeure Event provided the affected party notifies the other party in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement as soon as reasonably possible after the start of the Force Majeure Event. The affected party shall make all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. As soon as reasonably possible after the end of the Force Majeure Event, the affected party shall notify the other party in writing that the Force Majeure Event has ended and resume performance of its obligations under this Agreement. If the Force Majeure Event continues for more than three months starting on the day the Force Majeure Event starts, either party may terminate this Agreement by giving not less than 30 days’ notice in writing to the other party. As used herein, “Force Majeure Event” means an event beyond the reasonable control of the affected party including but not limited to strike, lock-out, labour dispute, act of God, war, riot, acts of terrorism, civil commotion, malicious damage, breakdown of machinery or telecommunications or Internet failures, fire, flood, storm, pandemics or epidemics.
	7. The invalidity or un-enforceability of any provision of this Agreement shall not affect the continuation or enforceability of the remainder of this Agreement.
	8. Either party’s waiver, or failure to require performance by the other, of any provision of this Agreement 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.
	9. This Agreement shall be governed by and construed in accordance with English law. The parties irrevocably agree that any dispute arising out of, or in connection with, this Agreement will be subject to, and within, the jurisdiction of the courts of England.

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

**TAYLOR & FRANCIS:**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorised Signatory

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\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*:

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorised signatory

Academy of performing arts in Prague

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**SCHEDULE 1**

**Licensed Materials: Subscriptions**

Core Subscriptions Print plus Online identified for the Licensee as of 25th July 2024.

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| **SD Document** | **Acronym** | **Edition** | **T&F Journal long description** | **Real ISSN** |
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Should Publisher later identify Core Subscriptions held by the Licensee after the signing of this Agreement, Publisher reserves the right to invoice the Licensee for these Core Subscriptions. This also applies to duplicate Core Subscriptions held at any other Licensed Premises if set out in Schedule 3, and therefore covered by this Agreement, or Core Subscriptions that were previously held from other Publishers that we have acquired and are now part of the Licensed Content in Schedule 2 (S&T Library, SSH Library, Medical Library or Subject Collection) as applicable.

**SCHEDULE 2**

**Licensed Materials: Licensed Content**

The electronic versions of the following Products (included in the S&T Library, SSH Library, Medical Library, Subject Collection or Online Archive Package):

**No Libraries or Subject collections are part of the contract for 2025 and 2026**

Where the Licensee has purchased a ***Licensed Content*** Product, the Licensee shall be entitled to access, for the duration of the Term, the Licensed Content in that Product published:

1. during the then-current volume year; and
2. (as courtesy access without additional charge) back to 1997 (where available) for its Licensed Content including those that were previously held from other publishers and that Publisher has acquired and are now part of the Licensed Materials. Any new additional Subscriptions purchased during the Agreement shall also be provided with the same above specified entitlement.

In the S&T Library, SSH Library, Medical Library or Subject Collection journals are included on a temporary free trial basis where the current volume number is 1 & 2. Journals with current volume numbers between 3 and 7 inclusive are excluded and available through the purchase of the FRESH Collection.

**SCHEDULE 3**

**Library Premises**

SINGLE SITE LICENCE

The licence granted hereunder is a single site license, a “Single Site”, being the physical premises of the library or libraries operated by the Licensee at a single site. A single site is a single contiguous geographic region from within which the Licensee’s “Authorised Users” and public visitors can access the Licensed Materials over a secure network. A typical single site would have a single billing address for all subscription purchases and all physical locations accessing the Licensed Materials would be located on the same physical campus.

The Single Site licensed hereunder is as follows:

Name of library: The DAMU Library

Address: Karlova 26, 116 65 Prague 1, Czech Republic

IP range(s)/address(es): 195.113.73.0/24

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(i) outside one single geographical contiguous location, which for the avoidance of doubt includes but is not limited to separate branches or departments that operate independently;

(ii) within multiple departments that operate independently of the parent institution; and/or

(iii) within related or unrelated institutions/agencies/libraries who may or may not share administrative structure, networks or IP address ranges,

then the Licensee may need to obtain a multi-site or consortium licence, and any use by the Licensee of the Licensed Materials provided under this Licensee outside of the Licensed Single Site shall be a material breach of this Licence and the Publisher reserves the right, at its sole discretion, to suspend the Licensee’s access to Licensed Materials while a multi-site or consortium licence is put in place between the parties, or to exercise its rights granted in Clause 14 of the License.

**SCHEDULE 4**

**Subscription Period & Payment**

**Subscription Period:** Volume years 2025 and 2026

**Fees**

The Licensee will pay the Publisher a fee of € xxx for the access and use of the Licensed Materials listed in Schedule 1 and Schedule 2 in Year 1, volume year 2025.

And € xxx for the access and use of the Licensed Materials listed in Schedule 1 and Schedule 2 in Year 2, volume year 2026.

Customers wishing to commit to a multiyear Agreement will benefit from the following price increase:

Core Subscriptions at 5% cap for 2025 and 2026

The Fees for access to the Licensed Content is based on Core Subscriptions taken by the Licensee in 2024. Should the number of subscriptions be reduced during the Term of this Agreement, the Publisher will increase the Fees to take full account of the cancelled Core Subscriptions. The Licensee acknowledges that the Fees are based upon the maintenance and renewal of all Core Subscriptions held by the Licensee and any other Library Premises that may be set out in Schedule 3.

**Payment Terms:** 30 days

Any late payment of invoices shall be subject to the provisions of Clause 10.2.