



UNIVERSAL DECIMAL CLASSIFICATION

LICENCE AGREEMENT FOR UDC PUBLISHING No. PL2016/02

The Appendix is an integral part of this agreement

This agreement is between

the **Národní knihovna České republiky**
[National Library of the Czech Republic]
hereinafter referred to as the **Licensee**,

and the **UDC Consortium**
hereinafter referred to as the **UDCC**

WHEREAS the UDCC owns the intellectual property of the Universal Decimal Classification and has developed procedures for its creation, maintenance and development,

WHEREAS the Licensee desires to publish the particular edition(s) of the UDC identified in the Appendix,

Accordingly both parties agree on the following:

1 The Licensee:

- 1.1 Obtains from the UDCC for the duration of this agreement the legal right to publish (or otherwise make available), distribute and sell the edition(s) of UDC schedules in accordance with the parameters defined in the Appendix.
- 1.2 Will pay the annual fees defined in the Appendix, in full and on time for the period of four years;
- 1.3 Will be responsible for all necessary translations, compositions, adaptations and any other editing of the initial UDC reference material to suit the purposes for which the Licence is issued.
- 1.4 Will not introduce any modifications or alterations to the UDC, except suppressions or expansions that do not affect the existing schedules' structure to suit the needs of intended users;
- 1.5 Will include on the title page or its equivalent of every copy of the edition the following information:
UDCC Publication No. 095 authorized by the UDC Consortium under Licence number PL-2016/02.
and on the page or its equivalent used for the copyright statement the following notice in English and in the language of the publication: © ***2016 UDC Consortium. This selection and translation 2016 by National Library of the Czech Republic***
- 1.6 Will, if not otherwise agreed, provide the UDCC with three copies, free of charge, of the edition(s) upon its first publication and any subsequent quantity ordered by the UDCC in writing at an invoiced charge of list price less XXXXX % discount. (Alternatively, if the edition is distributed via a network, provide access free of charge for UDCC monitoring purposes only: such access will be restricted to the UDCC Editor-in-chief, Associate Editors and members of the UDCC Executive Committee).
- 1.7 Will actively safeguard and protect all existing copyright associated with the licensed edition(s) and will notify the UDCC of any breach of copyright of which the Licensee is aware.

- 1.8 Will not transfer or assign any of the rights acquired on the basis of this Licence to any third party without express written authorization of the UDCC.
- 1.9 In the case of preparing a bi-lingual or multi-lingual publication, will negotiate with the original publisher(s) / licensee(s) of such language(s) in advance of publication and agree terms for the use their language(s) to accompany the original language of the Licensee. The UDCC cannot conduct such negotiation on behalf of the Licensee nor can the UDCC grant permission for the use of another publisher's / licensee's material.
- 1.10 In the case of preparing an update to the licensed edition, will agree with the UDCC the corresponding Publishing Update Licence.

2 The UDC Consortium:

- 2.1 Grants to the Licensee for the duration of this agreement the legal right to publish (or otherwise make available), distribute and sell the edition(s) of UDC schedules in accordance with the parameters defined in the Appendix.
- 2.2 Will supply to the Licensee within 5 working days of receipt of the licence fee a copy of the UDC Master Reference File that is current at the time of final signature of the licence. Unless otherwise agreed, once a year for the duration of this agreement the UDCC will also supply a copy of the updated Master Reference File embodying all authorized changes occurring to the immediately preceding version. Such copy will be despatched within 10 working days of its completion, normally during January or February, subject to verification that payment of the licence fee is up to date.
- 2.3 Will inform the Licensee at least 6 (six) calendar months before the end of the Licence period of any intention to modify any conditions of this agreement.
- 2.4 Retains all rights not otherwise expressly described in this agreement.
- 2.5 Grants to the Licensee the right of first refusal in the event of an application from others for a related UDC product.
- 2.6 Reserves the right in the event of termination of this agreement to serve public notice of same, with explanation and with invitation for others to apply for a licence covering the same edition.

3 Duration

- 3.1 This agreement is drawn up in English in two original copies. It shall enter into force when
 - both parties have signed both copies, each party retaining one signed copy, and
 - the UDCC has confirmed to the Licensee in writing that the UDCC has received the licence fee specified in the Appendix.
- 3.2 This agreement will be valid to 31.12.2016 as specified in the Appendix and after that will be renewed automatically each year for a minimum period of four (4) years, upon payment of the licence fee for each year. In the case of Print/CD editions, after the 4th year, the publisher may continue to distribute the licensed edition at no further fee. In the case of Internet editions continuing of the annual payment is required while the product is publicly available.



- 3.3 The UDCC will issue a renewal notice at least 2 (two) calendar months before the end of the period of current validity of the licence.
- 3.4 This agreement shall also terminate if the Licensee or UDCC fails to comply with any terms or conditions set forth in this agreement.

4 Warranty and Liability

- 4.1 The UDCC provides the reference material "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the suitability of the reference material for a particular purpose. The entire risk as to the quality and suitability of the UDC reference material for the Licensee's intended purpose is with the Licensee.
- 4.2 In no event will the UDCC be liable to the Licensee or any third party for any damages, including financial losses or other incidental or consequential damages arising out of the use or inability to use the UDC reference material or the UDC.
- 4.3 Any dispute between the parties to this agreement concerning the interpretation or application thereof, shall be settled with the mutual consent of both parties, either by negotiation or arbitration. Without mutual consent, settlement shall be under article 4.4.
- 4.4 This agreement is governed by the terms herein, including the Appendix and any supplement, and all that is not contemplated in them, operating under the Dutch law. The parties subject themselves to the exclusive jurisdiction of the courts in The Hague, Netherlands.

Signed

for the Licensee:

Date: 14.10.2016

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Klementinum 190, 110 00 Praha

[Signature]

PhDr. Petr Kroupa
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for the UDC Consortium:

Date: 26.09.2016

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