



ELSEVIER SUBSCRIPTION AGREEMENT

No. I-3480607859

This agreement ("Agreement") is entered into as of 20/03/2013 by and between Univerzita Pardubice, Studentska 95, 532 10 Pardubice, Czech Republic, tax identification number CZ00216275 (the "Lead Institution"), represented by prof. Ing. Miroslav. Ludwig, Rector for and on behalf of itself and the institutions: Masarykova Univerzita, Žerotínovo nám. 617/9, 602 00 Brno, tax identification number CZ 00216224, Univerzita Palackého v Olomouci, Křížkovského 8, 771 47, Olomouc, tax identification number CZ 61989592, Univerzita Tomáše Bati ve Zlíně, nám T G Masaryka 5555, 760 01 Zlín, tax identification number CZ 70883521, Veterinární a farmaceutická univerzita Brno, Palackeho 1-3, 612 42 Brno, tax identification number CZ 62157124 identified on Schedule 2 pursuant to an authorizing agreement substantially in the form set forth on Schedule 3 (the "Institutions") known collectively as Czech Regional Reaxys Consortium (all, collectively, the "Subscriber"), and Elsevier B.V., Radarweg 29, 1043 NX Amsterdam, The Netherlands, tax identification number 005033019 ("Elsevier") represented by Martin.O'Malley, Managing director.

As used in this Agreement, "Consortium" refers to the Lead Institution or to such other Institution or Institutions as the Lead Institution may specify, depending on the context in which that term is used.

SECTION 1. SUBSCRIPTION.

1.1 *Subscribed Products.*

Elsevier hereby grants to the Subscriber the non-exclusive, non-transferable right to access and use the products and services identified in Schedule 1 ("Subscribed Products") and provide the Subscribed Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement.

1.2 *Authorized Users/Sites.*

Authorized Users are the full-time and part-time students, faculty, staff, researchers, and individuals who are or are employed by independent contractors of the Subscriber affiliated with the Subscriber's locations listed on Schedule 2 (the "Sites") and individuals using computer terminals within the library facilities at the Sites permitted by the Subscriber to access the Subscribed Products for purposes of personal research, education or other non-corporate use.

1.3 *Authorized Uses.*

Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, make electronic copies of and store for the exclusive use of such Authorized User individual items from the Subscribed Products;
- incorporate links to the Subscribed Products on the Subscriber's intranet and internet websites and in electronic coursepacks, reserves and course management systems and instructor websites, provided that the appearance of such links and/or statements accompanying such links shall be changed as reasonably requested by Elsevier;
- provide print or electronic copies of individual items from the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly or research use.

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1.4 *Restrictions on Use of Subscribed Products.*

Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Subscriber and its Authorized Users may not:

- abridge, modify, translate or create any derivative work based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;
- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Subscribed Products; or
- substantially or systematically reproduce, retain or redistribute the Subscribed Products.

Authorized Users who are individuals who are or are employed by independent contractors may use the Subscribed Products only for the purposes of the contracted research work for the Subscriber.

1.5 *Intellectual Property Ownership.*

The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution of the Subscribed Products could materially harm Elsevier and its suppliers.

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

2.1 *Access to Subscribed Products.*

Elsevier will make the Subscribed Products accessible to the Subscriber and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise set forth herein at latest seven (7) days after the signing date of this Agreement. If the access is not opened in due time, subscriber may request a contract penalty of 0.05% of the performance for each day of delay up to a maximum of 5,000 Euro.

2.2 *Quality of Service.*

Elsevier shall use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.

2.3 *Withdrawal of Content.*

Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing.

2.4 *Usage Data Reports.*

Elsevier will make usage data reports on the usage activity of each Institution accessible online on a monthly basis to the librarians/administrators employed such Institution and the Consortium for internal use only. Such reports may be accessed by vendors or other third parties retained by the Institution only with the express written permission of Elsevier and for the purpose of usage analysis of the Institution.

SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

3.1 *Authentication.*

Access to the Subscribed Products shall be authenticated by the use of Internet Protocol ("IP") address(es) as identified on Schedule 2 and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials.

3.2 *Protection from Unauthorized Access and Use.*

The Subscriber shall use reasonable efforts to:

- limit access to and use of the Subscribed Products to Authorized Users and notify all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
- issue any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulge any passwords or credentials to any third party, and notify all Authorized Users not to divulge any passwords or credentials to any third party; and
- promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform Elsevier and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Consortium and relevant Institution(s) **suspend** the access from where the unauthorized use occurred upon notice to the Consortium and relevant Institution(s). The Subscriber shall not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof.

SECTION 4. FEES AND PAYMENT TERMS.

The Lead Institution will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") no later than 31 March 2013 for the Fees due for the five years of the term. Late payments will be subject to interest charges of 1% per month on the unpaid balance. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Subscriber will be liable for any such taxes in addition to the Fees. Any sum to be paid by the Subscriber to Elsevier under this Agreement [in EUR] will be paid by way of transfer to Elsevier's bank **account** in the Netherlands. The currency of account and the currency of payment for any sum to be paid by the Subscriber to Elsevier under this Agreement will be EUR (meaning the lawful currency of the European part of the Netherlands at the effective date of this Agreement), notwithstanding any changes in Euro zone membership that might occur after the effective date of this Agreement, except in the event that (a) the Netherlands cease to be a member of the Euro zone of the European Union or (b) all participating members of the Euro zone cease to do so and the Euro ceases to exist, in which event the sum will become payable in the currency that will be officially adopted as the legal currency in the Netherlands. The Subscriber waives any right it may have at any time in any jurisdiction to pay any sum under this Agreement in a currency unit other than that in which it is expressed to be payable under this clause. The Subscriber will be charged Dutch value added tax (VAT) unless the Subscriber is a foreign relevant business person and provides to Elsevier its VAT Identification Number. The Subscriber will promptly notify Elsevier of any changes to its VAT Identification Number or VAT status. Elsevier may charge the Subscriber any VAT, fines, penalties, interest and other costs that Elsevier may incur as a result of incorrect VAT information.

SECTION 5. TERM.

Univerzita Pardubice, Studentská 95, 532 10 Pardubice 2, Česká republika, telefon [REDACTED], www.uni-pardubice.cz

5.1 Term.

The term of this Agreement shall commence on 1st January 2013 and continue until 31 December 2017.

5.2 Renewal.

This Agreement will be automatically renewed for successive one-year terms, subject to appropriate adjustments to Schedule 1, unless either party gives notice to the other no later than ninety (90) days prior to the end of the then current term that it does not intend to renew. No later than September 30th 2017 Elsevier will announce the financial terms for 2018.

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 *Force Majeure.*

Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) will be deemed a breach of this Agreement. The parties agree that the departure of one or more members of the Euro zone will not, in and of itself, be a "circumstance beyond its control" and will not have the effect of discharging or excusing performance of (any obligation under) this Agreement.

6.2 *Severability.*

The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

6.3 *Entire Agreement.*

This Agreement contains the entire understanding and agreement of the parties and merges and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein.

6.4 *Modification.*

No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties.

6.5 *Assignment.*

The Subscriber will not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent will not unreasonably be withheld.

6.6 *Privacy.*

Elsevier will not, without the prior written consent of the Subscriber, transfer any personal information of any Authorized Users to any non-affiliated third party or use it for any purpose other than as described in this Agreement and in the online privacy policy for the relevant online service.

6.7 *Notices.*

All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.

If to Elsevier: Elsevier B.V., Radarweg 29, 1043 NX Amsterdam, The Netherlands.

If to the Subscriber: Univerzita Pardubice, Studentska 95, 532 10 Pardubice, Czech Republic.

6.8 *Confidentiality.*

The Subscriber and its employees, officers, directors and agents will maintain as confidential and not disclose to any non-affiliated third party without Elsevier's prior written consent or except as required by law the financial terms and commercial conditions of this Agreement.

6.9 *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.

Univerzita Pardubice
Lead Institution


Name/ prof. Ing. Miroslav Ludwig, CSc.
Title/ Rector

ELSEVIER B.V. (Elsevier)


Name
Title: Managing Director, Global Sales & Customer Marketing, Science & Technology

No. 1-3480607859

**ELSEVIER SUBSCRIPTION
AGREEMENT Schedule 1
Subscribed Products/Access/Fees
Czech Regional Reaxys Consortium**

No. 1-3480607859

Subscribed Products – publisher	Access	2013	2014	2015	2016	2017
Reaxys® Xcelerate™ - Elsevier Properties S.A. -Direct CWA	reaxys.com	€ 163,200	€ 168,200	€ 173,200	€ 178,200	€ 184,000
Reaxys® Xcelerate™ - Elsevier Properties S.A. - Direct CWA	reaxys.com	€ 0.00	€ 0.00	€ 0.00	€ 0.00	€ 0.00
TOTAL FEES		€ 163,200	€ 168,200	€ 173,200	€ 178,200	€ 184,000

Czech Regional Reaxys Consortium – Fees per institution

	VAT Identification Number	2013	2014	2015	2016	2017	Total per institution
Univerzita Pardubice	CZ00216275	€ 32.700	€ 33.700	€ 34.700	€ 35.700	€ 36.900	€ 173.700
Masarykova univerzita	CZ 00216224	€ 32.700	€ 33.700	€ 34.700	€ 35.700	€ 36.900	€ 173.700
Univerzita Palackého v Olomouci	CZ 61989592	€ 32.700	€ 33.700	€ 34.700	€ 35.700	€ 36.900	€ 173.700
Univerzita Tomáše Bati ve Zlíně	CZ 70883521	€ 32.550	€ 33.550	€ 34.550	€ 35.550	€ 36.650	€ 172.850
Veterinární a farmaceutická univerzita Brno	CZ 62157124	€ 32.550	€ 33.550	€ 34.550	€ 35.550	€ 36.650	€ 172.850
TOTAL FEES		€ 163.200	€ 168.200	€ 173.200	€ 178.200	€ 184.000	€ 866.800

Reaxys Additional Terms and Conditions

Upon termination of the Subscriber's subscription to Reaxys, the Subscriber will delete all stored copies of items from Reaxys and document the same to Elsevier's reasonable satisfaction.

Reaxys Xcelerate Additional Terms and Conditions

Upon termination of the Subscriber's subscription to Reaxys Xcelerate, the Subscriber shall delete all stored copies of items from Reaxys Xcelerate and document the same to Elsevier's reasonable satisfaction, except that if the Subscriber maintains a subscription to Reaxys, deletion shall not be required. For the avoidance of doubt, data extracted from Reaxys Xcelerate may only be provided as permitted by the Reaxys Xcelerate Subscribed Product (including, but not limited to, emailed) by an Authorized User to other Authorized Users. The Subscriber and its Authorized Users may not provide such data to any third party, except as may otherwise be expressly permitted in writing by Elsevier.

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 2
Sites/Authentication/Contacts

Consortium:
Czech Regional Reaxys Consortium

Estimated total number of Authorized Users: 1,000

SIS ID	Institution	Contact	e-mail	address	IP addresses
246421	Masarykova Univerzita	██████████ ██████████	██████████	Žerotínovo nám. 617/9, 602 00 Brno, Czech Republic	147.251.(28-69).(0-255) 147.251.84.(0-255) 147.251.(127-150).(0-255)
246444	Univerzita Palackého v Olomouci	██████████ ██████████	██████████	Křížkovského 8, 771 47 Olomouc, Czech Republic	158.194.*.*
246454	Univerzita Pardubice	███ ██████████	██████████	Studentská 95, 532 10 Pardubice, Czech Republic	195.113.(124-129).(0-255) 78.128.(148-159).(0-255)
419125	Univerzita Tomáše Bati ve Zlíně	██████████	██████████	nám T G Masaryka 5555, 760 01 Zlín, Czech Republic	195.178.(88-95).(0-255), 195.113.(96-99).(0-255)
246428	Veterinární a farmaceutická univerzita Brno	██████████	██████████	Palackeho 1-3, 612 42 Brno, Czech Republic	195.113.(198-203).(0-255)

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.

The Lead Institution will promptly notify Elsevier of any material changes in the number of Authorized Users, which changes may result in Elsevier terminating the Agreement at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

Primary Contact

Name: ██████████
project coordinator
Title: ██████████
Name/Address (if different from Section 7.7): ██████████
E-mail: ██████████
Phone: ██████████

Billing Contact

Name: ██████████
Title: ██████████
project coordinator
Name/Address (if different from Section 7.7): ██████████
E-mail: ██████████
Phone: ██████████

The Lead Institution will promptly notify Elsevier of any changes to any of the contact information above.