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STANDARD LICENSE AGREEMENT

THE NATIONAL LIBRARY OF TECHNOLOGY

AND

ALBERTINA ICOME PRAHA S.R.O.

This License Agreement ("Agreement") is made between

Name: The 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

(hereinafter referred to as the "Licensee")

and

Name: Albertina icome Praha s.r.o. Seat: Štěpánská 16, 110 00 Praha 1

Identification number: 49612158

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- 7.16 Intentionally omitted.

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¹ http://www.projectcounter.org/code practice.html

² http://www.niso.org/workrooms/sushi/

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- 7.26 <u>Interoperability with Prevailing Web Browsers.</u> The Distributor shall ensure that the Publisher will use reasonable efforts to ensure that the Licensed Materials are accessible and interoperable with prevailing web browsers and internet access tools, including, at a minimum, the most recent two major versions (current version and one version prior) and all the associated releases for those versions.
- 7.27 **Branding.** Intentionally omitted.
- 7.28 MARC Records. When applicable to the Licensed Materials, at the Licensee's request, the Distributor shall provide or shall ensure that the Publisher will provide sets of MARC records at no additional cost by the date of the execution of this Agreement. Updates to existing records and new title records, matching the schedule of release and delivery of new publications, will be provided on a mutually agreed-upon schedule and in a format that renders them useful to the Licensee and/or the Participating Institutions. Such records may be provided by means of the Publisher's online service.
- 7.29 Open Access Option. Intentionally omitted.
- 7.30 The Distributor recognizes and acknowledges that changes in statutory regulations may impact the terms and conditions of this Agreement. In the event of any obligatory statutory changes that affect the rights or obligations hereunder, the Distributor agrees to renegotiate the terms of this Agreement to the necessary extent to ensure compliance with such statutory changes.
- 8. Licensee Performance Obligations
- 8.1 <u>License Terms Notification.</u> The Licensee shall secure that the Participating Institutions will use reasonable efforts to provide the Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement.
- 8.2 <u>Protection from Unauthorized Use.</u> The Licensee shall secure that the Participating Institutions will use reasonable efforts to restrict access to the Licensed Materials to the Authorized Users in the case of their unauthorized use of the Licensed Materials.
- 8.3 <u>Maintaining Confidentiality of Access Passwords.</u> Where access to the Licensed Materials is to be controlled by the use of passwords, the Licensee shall secure that the Participating Institutions will use reasonable efforts to inform the Authorized Users that they should not divulge their numbers and passwords to any third party.

The Licensee shall secure that the Participating Institutions will also use reasonable efforts to maintain the confidentiality of any institutional passwords provided by the Distributor or the Publisher.

8.4 The Licensee undertakes to ensure and guarantee that the Participating Institutions will comply with the terms of this Agreement and will use the Licensed Materials in accordance with the license terms set out in this Agreement and will observe proper fulfilment of requirements set out in this Agreement. The Licensee shall use all reasonable efforts to ensure that the Participating Institutions will ensure that the Authorized Users only use the Licensed Materials in accordance with the license terms set out in this Agreement.

9. Term

- 9.1 This Agreement shall become valid on the date of its execution by both of the Parties. This Agreement shall take effect on the date of its publication in the Czech Register of Contracts ("Effective Date").
- 9.2 This Agreement shall be in effect from the Effective Date through the expiration date as set out in Appendix A unless terminated earlier in accordance with Section 11 of this Agreement.
- 9.3 By a Subscription Period shall be for the purpose of this Agreement understood a calendar year (1 January – 31 December), unless specified differently in Appendix A.

10. Renewal

Intentionally left blank

11. Early Termination

11.1 Early Termination for Financial Hardship. The Licensee may terminate this Agreement, even partially with respect to particular Participating Institution or Participating Institutions, without penalty as of 31 December 2027 and subsequently every potential 31 December of the following Subscription Period if (i) sufficient content acquisitions funds are not allocated, or (ii) content acquisition funds are withdrawn or reduced, or (iii) the relevant Participating Institution does not have sufficient funds to participate, to enable the Licensee and/or Participating Institutions, in the exercise of its reasonable administrative discretion, to continue this Agreement. In the event of such financial circumstances, the Licensee will notify the Distributor of the intent to terminate this Agreement or partially terminate this Agreement at least forty-five (45) days before the end of the respective Subscription Period. This Agreement shall terminate in the selected extent on the last day of the

respective Subscription Period without penalty of expense to the Licensee of any kind whatsoever, except as to the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available.

- 11.2 <u>Termination for a Material Breach.</u> Each Party shall notify the breaching Party of a material breach of this Agreement in writing with a detailed description of the breach. The breaching Party shall have thirty (30) days from the receipt of such notice to use all reasonable means to cure this alleged material breach and to notify the non-breaching Party in writing that a cure has been effected. If the material breach is not cured within the thirty (30)-day period, the non-breaching Party shall have the right to terminate this Agreement with a written notice, however, if such material breach would concern or relate merely a certain Participating Institution or Participating Institutions, the Distributor has the right to terminate this Agreement only partially with respect to this or these Participating Institutions. Termination of this Agreement is effective immediately by the date of delivery of such a notice. The obligation of the Parties to also remedy any other breach shall not be affected by this provision.
- 11.3 <u>Termination of Access.</u> Upon termination of this Agreement, the Distributor or the Publisher may terminate access to the Licensed Materials by the Licensee, the Participating Institutions and the Authorized Users (in case of a partial termination of this Agreement only with respect to the particular Participating Institution and their Authorized Users), subject to Section 12 of this Agreement. In addition, authorized copies of the Licensed Materials made by the Authorized Users may be retained for educational purposes and used subject to the terms of this Agreement even after the termination of this Agreement.
- 11.4 <u>Refunds.</u> In the event of early termination pursuant to this Agreement, except for termination for a material breach by the Licensee pursuant to Section 11.2 of this Agreement, the Licensee shall be entitled to a refund of any Fee or pro-rata portion thereof paid by the Licensee for any remaining period of this Agreement calculated from the date of termination.
- 11.5 Termination for closure/merger of Participating Institution. In the event that any Participating Institution undergoes a merger, dissolution, division, spin-off or other corporate transformation during the term of this Agreement, the Licensee shall be entitled to terminate the Agreement for such Participating Institution with immediate effect and to a proportional reduction of the Fee corresponding to the unused portion of the Subscription Period for such Participating Institution. The Agreement for such Participating Institution shall terminate upon delivery of a written notice of termination to the Distributor. In case the corresponding Fee for the Participating Institution is not set in the Agreement, both Parties will in good faith agree on appropriate amount, preferably set by the amount set in contract between Licensee and such Participating Institution. The Licensee is obligated to promptly notify the Distributor of such an event. In the event the Licensee has already paid the Fee, the Distributor or the Publisher are not obliged to return the unused pro rata portion of the Fee In the event the Fee has not yet been paid by the Licensee, the Fee shall be automatically reduced by the pro rata amount corresponding to the dissolved Participating Institution, and the Licensee shall be obliged to pay only the reduced amount.

11.6 Termination in the event of dissolution of a Participating Institution without a legal successor. In the event that any Participating Institution is dissolved without a legal successor during the term of this Agreement, this Agreement shall automatically terminate with respect to that Participating Institution on the date of such dissolution. The Licensee is entitled to a proportional reduction of the Fee corresponding to the unused portion of the Subscription Period for such Participating Institution. The Licensee shall notify the Distributor of this fact of dissolution of the Participating Institution. In the event the Licensee has already paid the Fee, the Distributor or the Publisher are not obliged to return the unused pro rata portion of the. In the event the Fee has not yet been paid by the Licensee, the Fee shall be automatically reduced by the pro rata amount corresponding to the dissolved Participating Institution, and the Licensee shall be obliged to pay only the reduced amount.

12. Perpetual Rights

- 12.1 **Perpetual License.** Intentionally omitted.
- 12.2 Archival Copy. Intentionally omitted.
- 12.3 Intentionally omitted.
- 12.4 Third-Party Archiving Services. For non-database products, the Distributor and the Licensee acknowledge, and the Distributor shall ensure that the Publisher will also acknowledge, that either Party may engage the services of third-party trusted archives and/or participate in collaborative archiving endeavors to exercise the Licensee's rights under this Section of this Agreement. The Distributor agrees to cooperate and ensure that the Publisher will also cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Materials available for archiving purposes. The Licensee and/or Participating Institutions may perpetually use a third-party trusted system or collaborative archive to access or store the Licensed Materials, so long as the Licensee's and Participating Institutions' use is compliant with the terms of this Agreement.
- 12.5 In the event the Distributor or Publisher discontinues or changes the terms of their participation in a third-party archiving service, they shall notify the Licensee in advance, and shall in good faith seek to establish alternative arrangements for trusted archiving and perpetual access to the Licensed Materials.

13. Warranties

13.1 The Distributor represents and warrants that it has, together with the Publisher, all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee that could further authorize the Participating Institutions and their Authorized Users to use the Licensed Materials for the purposes and terms set out in this Agreement, and that the use of the Licensed Materials in

accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party. The Distributor represents and warrants that it is authorized together with the Publisher to fulfill any and all of its obligations set out in this Agreement and that its contractual or other relationship with the Publisher allows it to fulfill these obligations.

13.2 Intentionally omitted.

13.3 Accessibility Requirements. The Distributor represents and warrants that the Licensed Materials aim to comply with the Distributor's and the Publisher's country of origin laws and regulations and conform to the international accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.1 at level AA³. The Distributor shall use reasonable effort to promptly respond to and resolve any complaint regarding accessibility of the Licensed Materials and ensure that the Publisher also uses reasonable effort to take the necessary measures, if applicable. The Distributor recognizes and acknowledges that a Directive "European Accessibility Act" is going to be transposed by the Member States of the European Union into their national legal systems. The Distributor therefore agrees to encourage that Publisher shall comply with this law, once the provisions of this Directive become effective. This shall also apply in case of any other obligatory statutory changes. If an Authorized User with a documented print or other disability finds an electronic resource inaccessible, the publisher will be notified, and a solution will be requested. The publisher will make reasonable efforts to resolve the issue within reasonable timespan. If the publisher cannot provide accessible content in a timely manner, they will inform the Licensee as soon as possible. Participating institutions are granted permission to edit the format or presentation of search results needed by the Authorized User after written permission by the Publisher.

14. Limitations on Warranties

- 14.1 Notwithstanding anything else in this Agreement, neither Party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, that arises from the use of the Licensed Materials, or the incompetence of the Authorized Users to properly use the Licensed Materials.
- 14.2 The Distributor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any of the Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.
- 14.3 Except for the express warranties stated elsewhere in this Agreement, the Distributor disclaims any and all other warranties, conditions, or representations (express,

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³ http://www.w3.org/WAI/guid-tech.html

implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability, or fitness for a particular purpose.

15. Indemnities

- 15.1 The Distributor shall indemnify and hold harmless the Licensee, the Participating Institutions and Authorized Users from and against any and all liabilities, losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from actual or alleged infringement of any third-party intellectual property rights regarding the use of the Licensed Materials by the Licensee or any Participating Institution or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This Section shall survive the termination of this Agreement.
- 15.2 Whenever the agreement is terminated for breach of license by the Licensee, the Licensee will not be able to recover any amounts paid to the Publisher, for the unexpired term.
- 15.3 If any damage is being caused to the Publisher, who can produce evidence of the damage, as a result of unauthorized use of the Licensed Materials, gross negligence, or willful misconduct by the Licensee, the Licensee will pay the full amount of the damage suffered. In compliance with Section 14.1, as damage shall not be considered any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits.

16. Data Protection

- 16.1 For the purpose of this Agreement, **Data Protection Law** shall mean the General Data Protection Regulation (EU) 2016/679 (the "Regulation") and the European Privacy and Electronic Communications Directive (Directive 2002/58/EC), as amended or replaced from time to time, and the terms "personal data", "processing", "processor", "controller", "personal data breach", "data subject" and "supervisory authority" shall all have the meanings ascribed to them under the applicable Data Protection Law.
- 16.2 Without any prejudice to Section 4.2(c) of this Agreement, if any personal data is processed under this Agreement by either Party or by the Publisher, the Parties agree that each Party, including the Publisher, shall act as a data controller for the purposes of Data Protection Law, unless such arrangement would be contrary to the Data Protection Law. Each Party, including the Publisher, shall (i) only process personal data in compliance with, and shall not cause itself or the other Party or the Publisher to be in breach of Data Protection Law and (ii) act reasonably in providing such information and assistance as the other Party may reasonably request to enable it to comply with its obligations under Data Protection Law.

- 16.3 Each Party will notify the other Party or the Publisher without undue delay if it becomes aware of a personal data breach relating to the processing of personal data in connection with this Agreement and shall act reasonably in co-operating with the other Party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the personal data breach.
- 16.4 If either Party receives any communication from any supervisory authority relating to the processing or personal data in connection with this Agreement, it shall (i) provide the other Party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other Party in respect of any response to the same.

17. Assignment and Transfer

17.1 Neither Party may assign, transfer or novate, directly or indirectly, any or all of its rights or obligations under this Agreement without the prior written consent of the other Party, except as otherwise stipulated herein. Neither Party may unreasonably withhold or delay such written consent.

18. Governing Law

18.1 This Agreement and all matters arising from or in connection hereto shall be interpreted and construed according to, and governed by, the laws of the Czech Republic, in particular by Act No. 89/2012 Coll., the Civil Code, as amended.

19. Dispute Resolution & Venue

19.1 In the event of any dispute or controversy arising out of or relating to this Agreement, the Parties and the Publisher (in case the underlying services or responsibilities of the Publisher are concerned) agree to exercise good faith to resolve the dispute amicably and as soon as possible. In the event that the Parties fail to settle the dispute amicably within thirty (30) days, they shall submit the dispute to informal mediation, as further described below in this paragraph. The Parties shall continue to perform their respective obligations under this Agreement, unless such performance would be objectively hindered due to the existing dispute. The Party invoking mediation shall inform the other Party and the Publisher (in case the underlying services or responsibilities of the Publisher are concerned) with a written notice of its decision to seek informal mediation, and the notice must include a description of the subject of the dispute and a proposed resolution thereof. Designated representatives of both Parties and of the Publisher (in the above case) shall attempt to resolve the dispute within five (5) working days starting from the day after the delivery of such notice to the other Party. If the designated representatives cannot resolve the dispute, the Parties shall meet at a mutually agreed location and discuss the dispute

- and their respective proposals for resolution while being represented by their responsible executives, who shall act in good faith to resolve the dispute.
- 19.2 If the dispute is not resolved within thirty (30) days of the meeting among the Parties' and Publisher's executives, either Party and the Publisher (in case the underlying services or responsibilities of the Publisher are concerned) may pursue legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in a state court of competent jurisdiction, situated in Prague, Czech Republic. During such court action, the Parties shall continue to perform their respective obligations under this Agreement unless such performance would be objectively hindered due to the existing dispute.

20. Force Majeure

20.1 Neither Party shall be liable for any damage or have the right to terminate this Agreement for any delay or default in performing its duties hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of Nature, government restrictions (including the denial or cancellation of any export or other necessary license), wars, acts of terrorism, insurrections, labor strikes or other work stoppages, and/or any other cause beyond the reasonable control of the Party whose performance is affected. Upon the occurrence of such event of force majeure, the Party affected shall promptly notify the other Party in writing setting forth the details of the occurrence of the force majeure event, its expected duration and how that Party's performance may be affected. The affected Party shall resume the performance of its duties as soon as practicable after the force majeure event ceases.

21. Entire Agreement

21.1 This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. For the avoidance of doubt, additional terms and conditions as defined in Section 7.6 of this Agreement shall not modify the terms of this Agreement.

22. Amendment

- 22.1 No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of the Parties.
- 22.2 The Licensee, in compliance with Section 100(1) of Act no. 134/2016 Sb. on public procurement, as amended, reserves the right to change the commitment under this Agreement, which entails a change in the number of licenses, i.e. an increase in the number of licenses, for the purpose of accommodating additional Potential Participating Institutions as the authorizing contracting authorities with whom the

Licensee has entered into a central procurement agreement and a list of which is attached as Appendix B. This reservation will be effected, as the case may be, by means of an amendment to this Agreement based on the interest of Potential Participating Institutions mentioned in the preceding sentence to receive performance under this Agreement. The Parties may include the price for the licenses for these Potential Participating Institutions in the Appendix B.

23. Severability

23.1 If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall replace the invalid, illegal or unenforceable provision with a new provision to achieve the same or, if not possible, the closest possible effect to that of the original invalid, illegal or unenforceable provision and this Agreement as a whole.

24. Waiver of Contractual Right

24.1 Waiver of any right, power or remedy herein shall not be deemed a waiver of any other right, power or remedy herein, nor shall waiver of any right, power or remedy regarding a breach of this Agreement be construed as a continuing waiver of any right, power or remedy regarding other breaches of the same or other provisions of this Agreement.

25. Notices

- 25.1 All notifications, invitations, information, legal acts and other communications ("**Notices**") made in the matters of and under this Agreement must be made in writing, the written form being retained if Notices are delivered by e-mail.
- 25.2 Notices regarding the damages, penalties, debts, contacts and this Agreement as such (for example, the notification about breach or termination) must be delivered in person, by registered post or courier service. Notices delivered personally or by courier service shall be deemed received at the time of receipt or refusal of their receipt. Notices served by registered mail will be presumed delivered on the third (3rd) business day following their proven posting if the delivery address is in the Czech Republic, and on the fifteenth (15th) day if the delivery address is outside the Czech Republic.
- 25.3 Either Party may from time to time change its delivery address by written Notice to the other Party. Such change is effective from the delivery of such Notice.

25.4 If to the Distributor:

• Distributor: Albertina icome Praha s.r.o.

Address of Distributor: Štěpánská 16,

• City of Distributor: Praha 1

• Country of Distributor: Czech Republic

• Postal Code of Distributor: 110 00

• E-mail:

25.5 If to the Licensee:

• Licensing contact:

• Address of Licensee: Head of Licensing Unit

CzechELib

National Library of Technology

Technická 2710/6, 160 80 Praha 6 – Dejvice

Czech Republic

E-mail:

26. Execution

- 26.1 This Agreement itself shall be signed by the authorized signatory of the Distributor and the Licensee.
- 26.2 This Agreement is executed in electronic version and each Party receives one electronic counterpart.
- 26.3 The Parties agree that electronically signed versions of this originally executed Agreement are acceptable in lieu of printed signed copies and are to be given full force and effect under the law and each Party declares that the electronic execution is valid and effective in the jurisdiction the Party executes this Agreement.

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

| DISTRIBUTOR: | |
|--|---------------------------------------|
| BY: Signature of | f Authorized Signatory of Distributor |
| Ing. Vladimír Kar Statutory Repres Albertina icome F Štěpánská 16 E-mail: vladimir.k 110 00 Praha 1 Czech Republic | entative Praha s.r.o. |
| LICENSEE: | |
| BY: | f Authorized Signatory of Licensee |

Ing. Petr Očko, Ph.D.
Director of National Library of Technology
Technická 2710/6
160 80 Praha 6 – Dejvice
Czech Republic

Appendix A: Business Terms

Licensed Materials:

Name Brepolis

• URL for access to Licensed Materials: www.brepolis.net

Number of titles, if applicable: N/A
Dates covered, if applicable: N/A

Description

Brepolis consist of:

Brepolis Latin Complete

- Archive of Celtic-Latin Literature
- Aristoteles Latinus Database
- Library of Latin Texts
- Monumenta Germaniae Historica
- Database of Latin Dictionaries o including Dictionary of Medieval Latin from British Sources
- L'Année philologique
- Cross Database SearchTool

Brepolis Medieval Bibliographies

- International Medieval Bibliography
- Bibliographie de civilisation médiévale

A collection of full-text Latin literature, including a cross database search tool and access to a database of Latin dictionaries.

The Database of Latin Dictionaries includes tools to assist translation from Latin into modern languages, dictionaries to provide semantic and etymological explanations in Latin of Latin words and historical Latin dictionaries. The Thesaurus Formarum is a lexicographical tool that enables the in depth study of the vocabulary of a text, author or period, and comparison of vocabulary of corpora.

Agreement Term: Effective Date – 31 December 2028

Access Conditions: Unlimited simultaneous user system-wide access

Masaryk University Campus Wide Charles University Standard Palacký University Olomouc Standard University of Ostrava Campus Wide

A Standard Licence contains 3 simultaneous access and remote access.

A Campus Wide Licence contains unlimited simultaneous access and remote access.

Authentication: IP authentication (See Appendix C for IP addresses)

Fees and Negotiated Discounts:

Total Fee 2026-2028: 95,671.00 EUR (exclusive of VAT)

License Fee / year:

2026: 2027: 2028:

- Ongoing Fees, e.g. access fee, if any; indicate any waived fees: N/A
- One-time Fees; indicated any waived fees: N/A

Payment Terms:

- 1. The Fee shall be paid to the Distributor's bank account no.:

 Any change of the bank account shall be notified to the Licensee without undue delay. The notice shall be signed by the authorized representative and will become effective upon its delivery to the Licensee.
- 2. The Fee for the Licensed Materials shall be paid annually for each commenced calendar year of the duration of this Agreement in the amount set forth therein. The Parties expressly state that the Fee for the year 2026 shall be paid in the whole amount, regardless of the beginning of this Agreements' effectiveness.
- 3. All the prices (Fee) under this Agreement are set forth as final, unchangeable and the maximum allowable and cover and include all activities relating to the performance under this Agreement. The Distributor may not charge any additional costs or expenses to the Licensee.
- 4. The Fee for each commenced calendar year of the duration of this Agreement shall be paid in two (2) partial payments within one invoice issued at the earliest at the beginning of the calendar year to which the fees relate with the following maturity:
 - Max 50% on 20 February of the given year for which the Licensed Materials are paid (maturity of the first partial payment);
 - Max 50% on 30 May of the given year for which the Licensed Materials are paid (maturity of the second partial payment);

- The above-mentioned maturities are applicable only if the invoice (all the invoices) is delivered to the Licensee no later than fifteen (15) days before the stated maturity of the first partial payment, i.e. by 5 February of the given year;
- If the invoice is delivered later, at the latest within fifteen (15) days prior to the due
 date of the second partial payment, i.e. in the term beginning from 5 February to
 15 May of the given year, the due date of the first partial payment shall be within
 fifteen (15) days from the date of the provable invoice delivery. The maturity of the
 second partial payment remains unaffected;
- If the invoice is delivered later, the due date of both partial payments shall be within fifteen (15) days of the provable invoice delivery date.
- 5. The invoice shall be issued in the currency specified in this Agreement. In the event that there are multiple currencies specified in this Agreement for each Licensed Material, the Distributor shall issue at least the number of invoices corresponding to the number of currencies.
- 6. Invoice the tax document shall contain all the requisites of a tax document. The invoice shall contain all the requisites set forth by the applicable legislation, especially Act No. 235/2004 Coll., VAT Act, as amended ("VAT Act"). The invoice shall be delivered to the Licensee either originally or electronically to the e-mail address. The invoice shall include a summary of all the Licensed Materials pursuant to this Agreement. The Distributor shall bear any and all costs connected with a change of the exchange rate, including but not limited to any costs which might arise due the invoice containing incorrect or incomplete information.
- 7. In the event the invoice is issued by an EU-based Distributor or its EU-based subsidiary, the invoice shall also contain information that the reverse charge rules are maintained and followed. This duty does not apply to the Distributors based outside the EU or in the Czech Republic.
- 8. If the invoice does not contain the requisites set forth in this Agreement or by the applicable legislation or these are incorrect or incomplete, the Licensee is entitled to return such invoice to the Distributor for completion/correction. In such case, the term of payment shall be interrupted and the new term of payment shall run from the provable corrected invoice delivery date to the Licensee and pursuant to the rules set forth above. The procedure under the previous sentence may also be repeated. The Distributor shall correct the invoice in each case within 15 days as of written notification by the Licensee on incorrect or incomplete invoice. Denial of monetary performance and the related return of an invoice in accordance with this paragraph do not constitute a default in the payment by the Licensee. Fulfillment of any financial duty associated with performance under this Agreement shall be understood as the moment of debiting the full amount from the bank account of the Party.
- 9. The Distributor is not entitled to require any advance payments under this Agreement.

10. Each Party shall bear its own costs in connection with this Agreement. The bank fees for the bank transfer are shared between the Parties.

The provisions of Section 12. – 14. of Payment Terms below apply to Distributor based in the Czech Republic.

- 11. The Distributor declares that it is a VAT payer and that is not an unreliable VAT payer within the meaning of the Section 106a of the VAT Act. In the event that the tax administrator starts a procedure that the Distributor is an unreliable VAT payer, the Distributor undertakes to notify such fact to the Licensee in writing without undue delay.
- 12. The Distributor further declares that it fulfills all the conditions set forth in the Section 109 of the VAT Act, i.e. that it has not breached any obligation under the VAT Act which could lead to the liability of the Licensee for the unpaid tax under the Section 109 of the VAT Act. The Distributor undertakes that if there is a threat or even a breach of any Distributor's obligation that could lead to the liability of the Distributor for an unpaid tax, it shall notify such fact in writing to the Licensee without undue delay.
- 13. Any payments made under this Agreement in favor of the Distributor shall be made to the Distributor's bank account, which is registered with the tax authority within the meaning of the Section 109 of the VAT Act, which the Distributor confirms. In the event that the Distributor becomes an unreliable VAT payer under the preceding paragraphs or there is a threat that the Distributor will become an unreliable VAT payer under the preceding paragraphs, or the Distributor's account shall not be registered with the tax administrator, or in the event that the Licensee is aware of the facts decisive for the legal liability of the Licensee for the payment of VAT within the meaning of Section 109 of the VAT Act, the Distributor expressly agrees that the VAT from the Fee under this Agreement shall be paid directly to the tax administrator's account in accordance with the applicable legislation.

The Distributor takes on the risk of a change in circumstances under Section 1765 (1) of Act No. 89/2012 Coll., the Civil Code, as amended.

Appendix B: Participating Institutions, Potential Participating Institutions and Fees

Information concerning the fees of the individual Participating Institutions and Potential Participating Institutions contained in this Appendix B is considered business secret pursuant to the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, as amended, and are not to be disclosed in the Register of Contracts in accordance with the provisions of Section 3, Paragraph 1 and Paragraph 2 letter b) of Act No. 340/2015 Coll.

The Parties acknowledge that the Licensee is obliged by law to subsequently disclose in the Register of Contracts the individual agreements on provision of access to the Licensed Materials concluded between the Licensee and each Participating Institution.

PARTICIPATING INSTITUTIONS

| Institution - English name | Licence | Access | Cur. | Fee 2026 | Fee 2027 | Fee 2028 |
|----------------------------|----------------|-----------|------|----------|----------|----------|
| Masaryk University | Campus Wide | BLC + BMB | EUR | | | |
| University of Ostrava | Campus Wide | BLC | EUR | | | |
| Charles University | Standard | BLC | EUR | | | |
| Palacky University Olomouc | Standard | BLC | EUR | | | |
| Total without VAT | | | | | | |

POTENTIAL PARTICIPATING INSTITUTIONS

(Participating Institutions are not excluded from this list.)

| Potential Participating Institutions (Czech) | Potential Participating Institutions (English) |
|--|---|
| Agritec Plant Research | Agritec Plant Research ltd. |
| Agrotest fyto, s.r.o. | Agrotest Fyto |
| Agrovýzkum Rapotín s.r.o. | Agrovyzkum Rapotin |
| Akademie múzických umění v Praze | Academy of Performing Arts in Prague |
| Akademie výtvarných umění v Praze | Academy of Fine Arts in Prague |
| AMBIS vysoká škola, a.s. | College of Regional Development and Banking Institute - AMBIS |
| Archeologický ústav AV ČR, Brno, v. v. i. | Institute of Archaeology Czech Academy of Sciences, Brno |
| Astronomický ústav AV ČR, v. v. i. | Astronomical Institute of the CAS |
| Biofyzikální ústav AV ČR, v. v. i. | Institute of Biophysics of the CAS |
| Biologické centrum AV ČR, v. v. i. | Biology Centre of the CAS |
| Biotechnologický ústav AV ČR, v. v. i. | Institute of Biotechnology of the CAS |

| Botanický ústav AV ČR, v. v. i. | Institute of Botany of the CAS |
|--|--|
| Centrum dopravního výzkumu, v. v. i. | Transport Research Centre |
| Centrum kardiovaskulární a transplantační chirurgie | Transport Research Control |
| Brno | Centre of Cardiovascular and Transplantation Surgery |
| Centrum pro studium vysokého školství, v. v. i. | Centre for Higher Education Studies |
| Centrum výzkumu Řež s.r.o. | Research Centre Řež |
| CESNET, zájmové sdružení právnických osob | CESNET |
| Česká geologická služba | Czech Geological Survey |
| Česká zemědělská univerzita v Praze | Czech University of Life Sciences Prague |
| České vysoké učení technické v Praze | Czech Technical University in Prague |
| Český hydrometeorologický ústav | Czech Hydrometeorological Institute |
| Etnologický ústav AV ČR, v. v. i. | Institute of Ethnology of the CAS, v. v. i. |
| Evropská výzkumná univerzita, z.ú. | European Research University |
| Fakultní nemocnice Brno | University Hospital Brno |
| Fakultní nemocnice Bulovka | Bulovka University Hospital |
| Fakultní nemocnice Hradec Králové | University Hospital Hradec Králové |
| Fakultní nemocnice Královské Vinohrady | University Hospital Kralovske Vinohrady |
| Fakultní nemocnice Olomouc | University Hospital Olomouc |
| Fakultní nemocnice Ostrava | University Hospital in Ostrava |
| Fakultní nemocnice Plzeň | University Hospital in Pilsen |
| Fakultní nemocnice u sv. Anny v Brně | St. Anne's University Hospital Brno |
| Fakultní nemocnice v Motole | Motol University Hospital |
| Fakultní Thomayerova nemocnice | Thomayer University Hospital |
| Filosofický ústav AV ČR, v. v. i. | Institute of Philosophy of the ASCR |
| Fyzikální ústav AV ČR, v. v. i. | Institute of Physics of the CAS |
| Fyziologický ústav AV ČR, v. v. i. | Institute of Physiology of the CAS |
| Geofyzikální ústav AV ČR, v. v. i. | Institute of Geophysics of the CAS |
| Geologický ústav AV ČR, v. v. i. | Institute of Geology of the CAS |
| Grantová agentura České republiky | Czech Science Foundation |
| Institut klinické a experimentální medicíny | Institute for Clinical and Experimental Medicine |
| Institut postgraduálního vzdělávání ve zdravotnictví | Institute for Postgraduate Medical Education |
| Janáčkova akademie múzických umění | Janáček Academy of Music and Performing Arts |
| Jihočeská univerzita v Českých Budějovicích | University of South Bohemia in České Budějovice |
| Jihočeská vědecká knihovna v Českých Budějovicích | Research Library of South Bohemia in České Budějovice |
| Knihovna AV ČR, v. v. i. | Library of the Czech Academy of Sciences |
| Knihovna města Hradce Králové | Hradec Králové City Library |
| Knihovna Ústeckého kraje, příspěvková organizace | Ústí Regional Library |
| Krajská knihovna Františka Bartoše ve Zlíně | František Bartoš Regional Library in Zlín |
| Krajská knihovna v Pardubicích | Pardubice Regional Library |
| Krajská knihovna Vysočiny | Vysočina Regional Library |
| Krajská vědecká knihovna v Liberci, příspěvková organizace | Regional Research Library in Liberec |
| Krajská zdravotní, a.s. | Regional Health Corporation |

| Masarykova univerzita | Masaryk University |
|--|--|
| Masarykův onkologický ústav | Masaryk Memorial Cancer Institute |
| Matematický ústav AV ČR, v. v. i. | Institute of Mathematics of the CAS |
| Mendelova univerzita v Brně | Mendel University in Brno |
| Městská knihovna v Praze | · |
| | Municipal Library of Prague |
| Metropolitní univerzita Praha, o.p.s. | Metropolitan University Prague |
| Mikrobiologický ústav AV ČR, v. v. i. Ministerstvo financí ČR | Institute of Microbiology of the CAS, v. v. i. |
| | Ministry of Finance of the Czech Republic |
| Ministerstvo školství, mládeže a tělovýchovy | Ministry of Education, Youth and Sports |
| Moravská zemská knihovna v Brně Moravskoslezská vědecká knihovna v Ostravě, | Moravian Library in Brno |
| příspěvková organizace | Moravian-Silesian Research Library in Ostrava |
| Národní centrum zemědělského a potravinářského | · |
| výzkumu, v.v.i. | Czech Agrifood Research Center |
| Národní filmový archiv | National Film Archive |
| Národní galerie v Praze | National Gallery Prague |
| Národní knihovna České republiky, státní příspěvková organizace zřízená Ministerstvem | |
| kultury | National Library of the Czech Republic |
| Národní lékařská knihovna | National Medical Library |
| Národní muzeum | National Museum |
| Národní pedagogické muzeum a knihovna J. A. | |
| Komenského | Comenius National Pedagogical Museum and Library |
| Národní technická knihovna | National Library of Technology |
| Národní ústav duševního zdraví | National Institute of Mental Health |
| Nemocnice Havířov, příspěvková organizace | Havířov Hospital |
| Nemocnice Na Homolce | Na Homolce Hospital |
| Orientální ústav AV ČR, v. v. i. | Oriental Institute of the Czech Academy of Sciences |
| OSEVA vývoj a výzkum s.r.o. | OSEVA Development and Research Ltd. |
| Ostravská univerzita | University of Ostrava |
| Policejní akademie České republiky v Praze | Police Academy of the Czech Republic in Prague |
| Prague Film School, s.r.o. | Prague Film School |
| Psychologický ústav AV ČR, v. v. i. | Institute of Psychology of the CAS |
| Slezská univerzita v Opavě | Silesian University in Opava |
| Sociologický ústav AV ČR, v. v. i. | Institute of Sociology of the CAS |
| Státní ústav pro kontrolu léčiv | State Institute for Drug Control |
| Státní zdravotní ústav | National Institute of Public Health |
| Středočeská vědecká knihovna v Kladně, | |
| příspěvková organizace | Central Bohemian Research Library in Kladno |
| Studijní a vědecká knihovna Plzeňského kraje, příspěvková organizace | Education and Research Library of Pilsener Region |
| Studijní a vědecká knihovna v Hradci Králové | Research Library in Hradec Králové |
| Škoda Auto Vysoká škola o.p.s. | ŠKODA AUTO University |
| Technická univerzita v Liberci | Technical University of Liberec |
| The Extreme Light Infrastructure ERIC (pouze | The Extreme Light Infrastructure ERIC (only facility |
| pracoviště Dolní Břežany, ČR) | Dolní Břežany, CZ) |

| Univerzita Hradec Králové | University of Hradec Králové |
|--|--|
| Univerzita Jana Evangelisty Purkyně v Ústí nad | · |
| Labem | Jan Evangelista Purkyně University in Ústí nad Labem |
| Univerzita Karlova | Charles University |
| Univerzita obrany | University of Defence |
| Univerzita Palackého v Olomouci | Palacky University Olomouc |
| Univerzita Pardubice | University of Pardubice |
| Univerzita Tomáše Bati ve Zlíně | Tomas Bata University in Zlín |
| Úřad vlády České republiky | Office of the Government of the Czech Republic |
| Ústav analytické chemie AV ČR, v. v. i. | Institute of Analytical Chemistry of the CAS |
| Ústav anorganické chemie AV ČR, v. v. i. | Institute of Inorganic Chemistry of the CAS |
| Ústav biologie obratlovců AV ČR, v. v. i. | Institute of Vertebrate Biology of the CAS |
| Ústav dějin umění AV ČR, v. v. i. | Institute of Art History of the Czech Academy of Sciences |
| Ústav experimentální botaniky AV ČR, v. v. i. | Institute of Experimental Botany of the CAS |
| Ústav experimentální medicíny AV ČR, v. v. i. | Institute of Experimental Medicine of the CAS |
| Ústav fotoniky a elektroniky AV ČR, v. v. i. | Institute of Photonics and Electronics of the CAS |
| Ústav fyzikální chemie J. Heyrovského AV ČR, v. v. i. | J. Heyrovsky Institute of Physical Chemistry of the CAS |
| Ústav fyziky atmosféry AV ČR, v. v. i. | Institute of Atmospheric Physics of the CAS |
| Ústav fyziky materiálů AV ČR, v. v. i. | Institute of Physics of Materials of the CAS |
| Ústav fyziky plazmatu AV ČR, v. v. i. | Institute of Plasma Physics of the CAS |
| Ústav geoniky AV ČR, v. v. i. | Institute of Geonics of the CAS |
| Ústav hematologie a krevní transfuze | Institute of Hematology and Blood Transfusion |
| Ústav chemických procesů AV ČR, v. v. i. | Institute of Chemical Process Fundamentals of the CAS |
| Ústav informatiky AV ČR, v. v. i. | Institute of Computer Science of the CAS |
| Ústav jaderné fyziky AV ČR, v. v. i. | Nuclear Physics Institute of the CAS |
| Ústav makromolekulární chemie AV ČR, v. v. i. | Institute of Macromolecular Chemistry of the CAS |
| Ústav mezinárodních vztahů, v. v. i. | Institute of International Relations Prague |
| Ústav molekulární genetiky AV ČR, v. v. i. | Institute of Molecular Genetics of the CAS |
| Ústav organické chemie a biochemie AV ČR, v. v. i. | Institute of Organic Chemistry and Biochemistry of the CAS |
| Ústav pro hydrodynamiku AV ČR, v. v. i. | Institute of Hydrodynamics of the CAS |
| Ústav pro soudobé dějiny AV ČR, v. v. i. | Institute of Contemporary History, Czech Academy of Sciences |
| Ústav přístrojové techniky AV ČR, v. v. i. | Institute of Scientific Instruments of the CAS |
| Ústav státu a práva AV ČR, v. v. i. | Institute of State and Law |
| Ústav struktury a mechaniky hornin AV ČR, v. v. i. | Institute of Rock Structure and Mechanics of the CAS |
| Ústav teoretické a aplikované mechaniky AV ČR, v. | Institute of Theoretical and Applied Mechanics of the |
| v. i. Ústav teorie informace a automatizace AV ČR, v. v. | CAS Institute of Information Theory and Automation of the |
| i. | CAS |
| Ústav termomechaniky AV ČR, v. v. i. | Institute of Thermomechanics of the CAS |
| Ústav výzkumu globální změny AV ČR, v. v. i. | Global Change Research Centre of the CAS |
| Ústav zemědělské ekonomiky a informací, státní příspěvková organizace | Institute of Agricultural Economics and Information |

| Ústav živočišné fyziologie a genetiky AV ČR, v. v. i. | Institute of Animal Physiology and Genetics of the CAS |
|---|---|
| Vědecká knihovna v Olomouci | Olomouc Research Library |
| Veterinární univerzita Brno | University of Veterinary Sciences Brno |
| Vojenská nemocnice Brno | Military Hospital Brno |
| Všeobecná fakultní nemocnice v Praze | General University Hospital in Prague |
| Vysoká škola báňská - Technická univerzita Ostrava | VSB - Technical University of Ostrava |
| Vysoká škola ekonomická v Praze | Prague University of Economics and Business |
| Vysoká škola evropských a regionálních studií, z. ú. | The College of European and Regional Studies |
| Vysoká škola finanční a správní, a.s. | University of Finance and Administration |
| Vysoká škola chemicko-technologická v Praze | University of Chemistry and Technology, Prague |
| Vysoká škola polytechnická Jihlava | College of Polytechnics Jihlava |
| Vysoká škola technická a ekonomická v Českých | Institute of Technology and Business in České Budějovice |
| Budějovicích | |
| Vysoká škola uměleckoprůmyslová v Praze | Academy of Arts, Architecture and Design in Prague |
| Vysoké učení technické v Brně Výzkumný a šlechtitelský ústav ovocnářský | Brno University of Technology Research and Breeding Institute of Pomology |
| Holovousy s.r.o. | Holovousy |
| Výzkumný institut práce a sociálních věcí, v. v. i. | Research Institute for Labour and Social Affairs |
| Výzkumný ústav bramborářský Havlíčkův Brod, | |
| s.r.o. Výzkumný ústav geodetický, topografický a | Potato Research Institute Havlíčkův Brod Research Institute of Geodesy, Topography and |
| kartografický, v. v. i. | Cartography, v. v. i. |
| Výzkumný ústav lesního hospodářství a myslivosti, | J. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. |
| V. V. İ. | Forestry and Game Management Research Institute |
| Výzkumný ústav monitoringu a ochrany půdy, v. v. i. | Research Institute for Soil and Water Conservation |
| Výzkumný ústav pro krajinu, v. v. i. | Landscape Research Institute |
| Výzkumný ústav textilních strojů | VUTS, JSC - Technical Library |
| Výzkumný ústav veterinárního lékařství, v. v. i. | Veterinary Research Institute |
| Výzkumný ústav vodohospodářský T. G. Masaryka, | T O M |
| V. V. İ. | T. G. Masaryk Water Research Institute |
| Výzkumný ústav živočišné výroby, v. v. i. | Institute of Animal Science |
| Západočeská univerzita v Plzni | University of West Bohemia |
| Západočeské muzeum v Plzni, příspěvková organizace | Museum of West Bohemia |
| Zemědělský výzkum,spol. s r.o. | Agricultural Research, Ltd. |

Appendix C: IP Addresses of Participating Institutions

| Instituce | Institution | IP addresses |
|-----------------------|-----------------------|--|
| | | |
| Masarykova univerzita | Masaryk University | IPv4: 147.251.0.0-147.251.49.35, 147.251.49.37-147.251.255.255 IPv6: 2001:718:801:0000:0000:0000:0000:0000- 2001:718:801:ffffffff:ffff:ffff |
| Ostravská univerzita | University of Ostrava | IPv4: 195.113.102.0-195.113.112.127, 78.128.128.0-78.128.146.255, 195.113.209.36-195.113.209.39, 195.113.209.56-195.113.209.63 |
| Univerzita Karlova | Charles University | IPv4: 78.128.160.0-78.128.209.127, 78.128.214.66-78.128.214.67, 193.84.55.0-193.84.63.255, 195.113.0.0- 195.113.63.97, 195.113.63.99- 195.113.93.255, 195.113.14.0- 195.113.117.255, 195.113.149.132- 195.113.149.135, 195.113.149.176- 195.113.149.135, 195.113.189.0- 195.113.149.183, 195.113.189.0- 195.113.223.255, 195.113.223.0- 195.113.229.255, 195.113.223.0- 195.113.229.255, 195.113.245.0- 195.113.245.255, 195.113.245.0- 195.113.245.255, 195.113.245.0- 195.113.245.255, 195.113.245.0- 195.113.245.255, 195.113.242.224- 195.113.245.255, 195.113.180.160- 195.113.180.167, 195.113.180.160- 195.113.180.167, 195.113.187.248- 195.113.187.253 IPv6: 2001:718:4:0000:0000:0000:0000:0000- 2001:718:1200:7:0000:0000:0000:0000- 2001:718:1200:7:0000:0000:0000:0000- 2001:718:1201:ffffffffffffffffffffffffffffffffff |

| Haiverzita Dalaskáha v | Dalasky University Olemeye | 2001:718:2401:0000:0000:0000:0000:000 0-2001:718:2401:ffffffffffffffffffffffffff, 2001:718:0:4:0000:0000:0000:0000- 2001:718:0000:fffffffffffffffffff, 2001:718:18:0000:0000:0000:0000:0000- 2001:718:18:fffffffffffffffff, 2001:718:1e00:0000:0000:0000:0000:0000 0-2001:718:1e00:ffffffffffffffffffff, 2001:718:2400:8001:0000:0000:0000:000 0-2001:718:1200:0001:ffff:ffff:fffff, 2001:0718:1200:0001ffff:ffff:fffffffff, 2001:0718:2400:0001:0000:0000:0000:00 00-2001:0718:2400:0001:0000:0000:0000:00 00-2001:0718:2400:0001:ffff:ffffffffffffffffffffffffff |
|------------------------------------|----------------------------|--|
| Univerzita Palackého v Olomouci | Palacky University Olomouc | IPv4: 158.194.0.0-158.194.255.255 |

Appendix D: Title List

Title list is not available, URL links to resource information added, valid as of 19. 11. 2025.

Brepolis Latin Complete

Archive of Celtic-Latin Literature

https://about.brepolis.net/archive-of-celtic-latin-literature-acll/

Aristoteles Latinus Database

https://about.brepolis.net/aristoteles-latinus-database-ald/

Library of Latin Texts

https://about.brepolis.net/library-of-latin-texts/

Monumenta Germaniae Historica

https://about.brepolis.net/monumenta-germania-historicae-emgh/

Database of Latin Dictionaries

https://about.brepolis.net/database-of-latin-dictionaries/

Dictionary of Medieval Latin from British Sources

https://about.brepolis.net/dictionary-of-medieval-latin-from-british-sources-dmlbs/

L'Année philologique

https://about.brepolis.net/lannee-philologique-aph/

Brepolis Medieval Bibliographies

International Medieval Bibliography

https://about.brepolis.net/databases/imb/

Bibliographie de civilisation médiévale

https://about.brepolis.net/bibliographie-de-civilisation-medievale-bcm/