

ELSEVIER SUBSCRIPTION AGREEMENT

This agreement (“Agreement”) is entered into as of [REDACTED] 2025 by and between **National Library of Technology, Technická 2710/6, 160 80 Praha 6 - Dejvice, Czech Republic (the “Lead Institution”)**, for and on behalf of itself and the institutions identified on Schedule 2 (the “Institutions”) known collectively as CzechELib Consortium (all, collectively, the “Subscriber”), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands (“Elsevier”). For the purposes of this Agreement, the Subscriber means the Lead Institution and the Institutions individually and collectively.

The Lead Institution acts as a central purchasing body within the meaning of Act No. 134/2016 Coll., on Public Procurement, as amended, for concluding subscription agreements on behalf of the Institutions as listed below as part of the project CzechELib.

The parties hereto agree as follows:

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 employees, full-time and part-time students, faculty, staff and researchers and registered users in case of public libraries in Czech Republic of the Subscriber and individuals who are independent contractors or are employed by independent contractors of the Subscriber affiliated with the Subscriber’s locations listed on Schedule 2 (the “Sites”) as well as individuals at the Sites permitted by the Subscriber to access the Subscribed Products for purposes of personal research, education or other non-corporate use (“Walk-in Users”). With the exception of Authorized Users that are Walk-in Users, remotely accessing the Subscribed Products through a secure network that requires a secure ID card or other protective security safeguards enabling to distinguish Authorized Users from non-authorized users is permitted.

1.3 *Authorized Uses.*

Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, download, save for storing purposes and store a reasonable portion of individual items from the Subscribed Products for the exclusive use of such Authorized User;
- incorporate links to the Subscribed Products on the Subscriber’s intranet and internet websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier; and
- provide print or electronic copies of individual items from the ScienceDirect Subscribed Products to other Authorized Users and to a limited number of third-party colleagues, inclusive of colleagues who are part of an invitation only work group on non-commercial platforms or tools, for their personal, scholarly or research use; and;
- store individual journal articles from the ScienceDirect Subscribed Products in the private library of a social networking site for the Authorized User’s own personal use only;

- share individual journal articles from the ScienceDirect Subscribed Products with third party colleagues individually for their personal, scholarly or research use;
- access, search, browse, view, print, make electronic copies and store for the exclusive use of such Authorized User certain journal articles and book chapters from the ScienceDirect® online service that are not subscribed to as part of the Subscribed Products, with each twenty-four (24) hour access period for a selected article or chapter, a “Transaction.”; and
- if the Authorized User is a librarian/information specialist, access, search, browse, view, print, make electronic copies and store a Transaction for the exclusive use of another Authorized User.

The Subscriber may:

- print and deliver journal articles from Subscribed Titles (as defined herein) and, if any, book chapters from the ScienceDirect Subscribed Products to fulfill requests as part of the practice commonly known as “interlibrary loan” from non-commercial libraries located within the same country as the Subscriber, provided that such print and delivery is without commercial gain and not routinely or systematically provided (whether on one occasion or over a period of time) in such a manner or in such quantities as to substitute for a subscription by the receiving library or the end user, whereby the requested article is supplied by secure electronic transmission, using Ariel or its equivalent. Upon Elsevier’s request once per subscription year, the Subscriber is required to provide detailed statistics on interlibrary loan requests by the receiving library or the end user. These statistics must allow for the accurate identification of the individual receiving library or the end user that placed the request, the date and recipient of the publication, and the method of delivery.
- extract and index Data from the Published Journal Articles/Published Book Chapters from Authors included in the Subscribed Products to index and store these in perpetuity in the Subscriber’s Institutional Repository by implementing the ScienceDirect application programming interfaces (“API”) as outlined in the use case at: http://dev.elsevier.com/ir_cris_vivo.html.
- Abstracts may only be displayed on the abstract records on the Subscriber data’s websites, all other services of the Institutional Repository, such as (but not limited to) alerts, e-mail services and API’s may only display Snippets but not abstracts.

In connection with the storage of Data from the Published Journal Articles/Published Book Chapters from Authors in the Subscriber’s Institutional Repository, the Subscriber will:

- integrate the Institutional Repository software with Elsevier’s APIs in accordance with the API Documentation;
- display clear indicators informing users of the Institutional Repository in case they are entitled to the Published Journal Article/Published Book Chapter next to each instance where Data are displayed;
- ensure links to the relevant Published Journal Article/Published Book Chapter landing page in the Subscribed Product are available as part of the displayed Data. In the event links to multiple instances of the full text article/book chapter are displayed, the Subscriber will ensure that the link to the Published Journal Article/Published Book Chapter is displayed more prominently than the links to the other versions of the article/book chapter;

- undertake reasonable efforts to ensure that Accepted Manuscripts bear a CC BY-NC-ND license and link back to the Published Journal Article/Published Book Chapter on ScienceDirect;
- ensure the indexes only include Data and no other parts of the Published Journal Articles/Published Book Chapters; and
- remove illicit versions of Published Journal Articles on the terms which are set out here: <https://www.elsevier.com/about/policies-and-standards/hosting> upon Elsevier's request and allow Elsevier to review the implementation of the Data into the Institutional Repository. Elsevier will have the right to suggest improvements to the display of the search results for the Published Journal Articles/Published Book Chapters that are available on the Elsevier site.

The Subscriber recognizes that Elsevier wants to ensure that the Institutional Repository will not share personal or private information, including user identities. In the event the Institutional Repository collects or otherwise processes or uses personal data the Subscriber will be responsible for complying with the relevant data protection and privacy laws. As used in this section regarding the storage of Data from the Published Journal Articles/Published Book Chapters from Authors in the Subscriber's Institutional Repository:

- "Authors" means employees, students and other staff of the Subscriber and independent contractors appointed by the Subscriber.
- "Accepted Manuscript" means an author's version of the manuscript of a journal article or book chapter that has been accepted for publication, and which typically includes author-incorporated changes suggested during submission, and editor-author communications. Accepted Manuscripts should not be added to or enhanced in any way in order to appear more like, or to substitute for, the Published Journal Article/Published Book Chapter.
- "CC BY-NC-ND" (Creative Commons Attribution - Non Commercial - No Derivatives) means Creative Commons license for non-commercial purposes. CC BY-NC-ND allows others to distribute and copy the Accepted Manuscript for non-commercial purposes, as long as they credit the author(s) (with a link to the formal publication through the relevant DOI), provide a link to the license, and do not represent that the licensor endorses the use made of the article/book chapter. If the user alters or revises the Published Journal Article/Published Book Chapter in any way, it cannot distribute the modified version of the article/book chapter to others.
- "Data" will be limited to the following: index terms, bibliographic information, headers, digital object identifiers, embargo end dates, keywords, author affiliation, Snippets, and abstracts of the full text articles/book chapters.
- "Institutional Repository" means the Subscriber's secure database system that Subscriber uses to collect, preserve, and disseminate information about the intellectual output of the Subscriber's institute(s).
- "Published Book Chapter" means the definitive final record of published research that appears, or will appear, in the book and embodies all value-adding publisher activities including copy-editing, formatting and (if relevant) pagination, and online enrichment.
- "Published Journal Article" means the definitive final record of published research that appears, or will appear, in the journal and embodies all value-adding publisher activities including copy-editing, formatting and (if relevant) pagination, and online enrichment.

- “Snippets” mean a short contextually relevant query-dependent text or data, which may include bibliographic metadata as well as a maximum of 120 words of query-dependent text from individual Published Journal Articles/Published Book Chapters.

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 and/or service (including resulting from the use of artificial intelligence tools), 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, tools, or devices to continuously and automatically search, scrape, extract, deep link, index and/or disrupt the working of the Subscribed Products;
- use the Subscribed Products without Elsevier’s permission in writing in combination with an artificial intelligence tool (including to ingest, train an algorithm, test, process, analyze, copy, distribute, make publicly accessible, generate output and/or develop any form of artificial intelligence tool) except where such artificial intelligence tool is used in a Closed Hosted Environment solely for use by the Subscriber or Authorized User, does not train the algorithm of a third party artificial intelligence tool and does not share the Subscribed Product or any part thereof with a third party;
 “Closed Hosted Environment” means a hosted infrastructure or service environment in which an AI System is deployed, where access to the AI System and its data is restricted to Authorized Users, and where technical and organizational measures are implemented to ensure that inputs, outputs, and underlying models are not shared or made externally available, but remain confined to a secured, hosted setting in compliance with applicable confidentiality, data protection, and regulatory requirements.
- post abstracts from the Subscribed Products on social networking sites; or
- substantially or systematically reproduce, retain, store locally, redistribute or disseminate the Subscribed Products (including any generated responses) or any part thereof, including any derivative work and/or service (including resulting from the use of artificial intelligence tools).

Authorized Users who are individuals who are independent contractors 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. *Text and Data mining*

1.5.1. *Definitions*

“AI System” means any software, hardware, or combination thereof that employs artificial intelligence techniques to perceive, interpret, reason, learn, generate output, or make decisions, whether autonomously or semi-autonomously, including, but not limited to, intelligent agents, Multimodal Content Processing (MCP) systems, and Retrieval-Augmented Generation (RAG) systems;

“Text and Data Mining” or “TDM” means any automated analytical technique aimed at analyzing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations as set out in the EU DSM Directive (i.e. Directive (EU) 2019/790).

“TDM Output” means the result(s) of any TDM activity on the ScienceDirect Subscribed Product dataset which may include a limited number of short extracts, analyses or relational expressions from or

measurements of the ScienceDirect Subscribed Product.

1.5.2. *Rights granted*

Authorized Users may:

- a) download and store the ScienceDirect Subscribed Product dataset on a secure server in a closed hosted environment for use by the Authorized User only; and
- b) during the Term of the Agreement only, conduct TDM on the ScienceDirect Subscribed Product dataset and create TDM Output for non-commercial scientific research.

1.5.3. *Restrictions*

Authorized Users will not:

- a) use the ScienceDirect Subscribed Product dataset and/or create TDM Output that will or has the potential to compete with, substitute, replicate and/or reverse engineer back to any of Elsevier's products, services and/or solutions including a substantial part thereof;
- b) use and share the TDM Output in their scholarly work if doing so would substantially reproduce or redistribute the original ScienceDirect Subscribed Product or any part thereof;
- c) release open source or otherwise disclose model weights derived from the ScienceDirect Subscribed Product dataset;
- d) indirectly or directly use the ScienceDirect Subscribed Product dataset and/or the TDM Output for commercial purposes;
- e) remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the ScienceDirect Subscribed Product dataset;
- f) use any robots, spiders, crawlers or other automated downloading programs, tools or devices to search, scrape, extract, deep link, and index the ScienceDirect Subscribed Product dataset and/or TDM Output;
- g) substantially or systematically reproduce, retain other than as set out in Section 1.5.4, redistribute, or disseminate the ScienceDirect Subscribed Product dataset and/or the TDM Output;
- h) use the ScienceDirect Subscribed Product dataset and/or the TDM Output Elsevier's prior permission in writing, in combination with an AI System (including to ingest, train an algorithm, test, process, analyze, copy, distribute, make publicly available, generate output and/or develop any form of AI System), except where such AI System (a) is deployed on Subscriber's internal system, (b) is used in a closed hosted environment, (c) is used solely for the extraction of data by the Authorized User as permitted by (and subject to any restrictions set forth in) the Agreement, (d) is not trained using the ScienceDirect Subscribed Product dataset and/or the TDM Output, (e) does not submit the ScienceDirect Subscribed Product dataset and/or the TDM Output or part thereof to an external AI System, and (f) does not share the ScienceDirect Subscribed Product dataset and/or the TDM Output or any part thereof with a third party;
- i) use the ScienceDirect Subscribed Product dataset and the TDM Output for any other purpose than as set out in this Agreement, and in this Section 1.5 specifically.

The preceding restrictions on TDM, do not apply to content made available under a Creative Commons (CC) license, or another Open Access public license. Use of these publications is subject to the terms and conditions of the applicable Open Access license.

1.5.4. The parties hereby acknowledge and agree that any reproductions and extractions from the ScienceDirect Subscribed Product dataset, in compliance with this Agreement, may be retained by the Authorized User as necessary for the purposes of scientific research, including for the verification of research results, as set out in the Directive (EU) 2019/790. The Authorized User will immediately and permanently delete all other copies (including back-up copies or otherwise) of the ScienceDirect Subscribed Product dataset upon completion of the relevant TDM project and/or expiration or termination of the Agreement, unless permitted by applicable law to keep them for the statutory allowed period. The reproductions that are retained under this paragraph and the TDM Output shall remain subject to the terms and conditions of this Agreement. Nothing in Section 1.5 shall be interpreted or construed as limiting, restricting, or otherwise affecting any rights or authorisations of the Authorised Users arising directly from applicable law that cannot be contractually excluded, limited, or waived.

1.5.5. The ScienceDirect Subscribed Product dataset and any TDM Output may be accessed, processed, or hosted by third party vendors retained by the Subscriber only with the express written permission of Elsevier and solely for the purposes as set out in this Section 1.5. Subscriber will ensure that the third-party vendor will not ingest the ScienceDirect Subscribed Product dataset and any TDM Output for any other reasons as defined in this Agreement, will keep such ScienceDirect Subscribed Product dataset and any TDM Output secure in accordance with the terms of this Agreement, and will have no right or ability to use the ScienceDirect Subscribed Product dataset and any TDM Output in any other product or service offering. The Subscriber shall ensure that the third-party vendor shall immediately delete the ScienceDirect Subscribed Product dataset and TDM Output from its servers upon termination or expiration of this Agreement or, if earlier, the agreement between Subscriber and the third-party vendor.

1.6 *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 or dissemination online of the Subscribed Products could materially and irreparably harm Elsevier and its suppliers.

Notwithstanding anything to the contrary contained in this Agreement, more extensive usage terms might be permitted for open access content in the Subscribed Products as identified in the individual journal article as stated in the applicable user (e.g. CC) license.

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, upon receipt by Elsevier of this Agreement document in the territory of The Netherlands, as duly electronically signed by the Subscriber, which acceptance will be evidenced and timestamped by an authorized representative of Elsevier in the Netherlands. However, the parties must proceed pursuant to Section 5.1 of this Agreement.

2.2 *Quality of Service.*

Elsevier will 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 month, 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. If, due to causes within its reasonable control, Elsevier is unable to provide the Subscriber with access to the service for a period exceeding twenty-four (24) consecutive hours, then Elsevier shall extend the term of the Agreement for corresponding period at no additional cost to the Subscriber. If Elsevier is unable to provide the Subscriber with access to the service for a period exceeding five (5) consecutive days, then Elsevier will refund to the Subscriber the amount of the Fees calculated by dividing the number of days of downtime by 365 and multiplied by the amount of the Fees for the current year. The remedy provided herein is in addition to and not exclusive of any other rights and remedies that the Subscriber may have under this Agreement and at law or in equity.

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. If the withdrawal represents ten per cent (10%) of the content comprising the Subscribed Products, Elsevier will refund the Subscriber an amount which is proportional to the withdrawn content and remaining unexpired portion during the period in which the Fees were paid.

2.4 *Usage Data Reports.*

Elsevier will make usage data reports on the Subscriber's usage activity available as described at <https://www.elsevier.com/librarian/usage-reports/>. Such reports may be shared with internal stakeholders and including Ministry of Education, Youth and Sports without prior permission of Elsevier; may be accessed by vendors or other third parties retained by the Subscriber only with the express written permission of Elsevier, which shall not be unreasonably withheld, and for the purpose of usage analysis of the Subscriber. Elsevier will make all reasonable efforts to comply with the currently valid Code of Practice as specified at [Code of Practice - COUNTER Metrics](#). Elsevier will maintain as confidential and not disclose to any third party any search or other usage data except in aggregated, collective or anonymized form and as set forth in the Elsevier privacy policy applicable to the Subscribed Products at <https://www.elsevier.com/legal/privacy-policy>.

2.5 Interoperability with Prevailing Web Browsers.

Elsevier will use reasonable efforts to ensure that the Subscribed Products 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.

2.6 Federated Search.

Subscriber may construct a federated search interface to enable federated searching of the Subscribed Products by Subscriber and its Authorized Users. The terms and conditions of federated searching shall be governed by a separate federated search gateway agreement to be entered into between Elsevier and the Subscriber and its Institutions.

SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

3.1 Authentication.

Access to the Subscribed Products will be authenticated by the use of Internet Protocol ("IP") address(es) and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials, as identified on Schedule 2. Access to the Subscribed Products by Authorized Users who are Walk-in Users is permitted provided that access is provided solely by the Subscriber and limited to library Sites only. The distribution of usernames/passwords, access credentials or otherwise by Walk-in Users is not permitted.

3.2 Protection from Unauthorized Access and Use.

The Lead Institution undertakes to perform the obligations set out below and to impose and enforce these obligations upon the Institutions:

- take appropriate measures to protect against the misuse or unauthorized access, whether by the Subscriber or any third party, through or to (a) the Subscriber's credentials used to access the Subscribed Products; and (b) the Subscribed Products and/or information derived therefrom;
- manage identification, use, access and control of all credentials used to access the Subscribed Products in an appropriately secure manner, including, but not limited to, by:
 - limiting access to and use of the Subscribed Products to Authorized Users and notifying all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
 - issuing any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulging any passwords or credentials to any third party, and notifying all Authorized Users not to divulge any passwords or credentials to any third party; and
 - providing true, complete and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by the Subscriber (including, if requested by Elsevier, written confirmation by the relevant third party internet service provider) and proactively

informing Elsevier of any changes to the Subscriber IP addresses, including the addresses no longer being used exclusively by the Subscriber.

- immediately deactivate any credentials when no longer needed or where access presents a security risk;
- implement and maintain its own appropriate program for credentials management and ensure access to the Subscribed Products via such credentials is reviewed on an appropriate basis; and
- promptly upon discovering itself, or being notified by Elsevier or a third party, that there has been unauthorized use of the Subscribed Products or a security issue permitting unauthorized use, Subscriber will take appropriate steps to end such activity and to prevent any recurrence, including, but not limited to, implementing required updates and configuration where needed to rectify the issue. When notified by a third party or upon discovering the unauthorized use directly, Subscriber must promptly notify Elsevier of the unauthorized use. Subscriber will cooperate with Elsevier and share information, subject to any applicable confidentiality or nondisclosure obligations, concerning the unauthorized use or security issue.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Subscriber suspend the access from where the unauthorized use occurred upon notice to the Subscriber. The Subscriber will 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.

3.3 *Security Requirements.*

The Subscriber agrees that the Subscriber will have in place documented policies and procedures, which will be reviewed by the Subscriber periodically, and if appropriate, tested and updated, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information. The Subscriber will promptly notify Elsevier if it determines that there has been a failure of such safeguards if such failure results in a compromise of the confidentiality or security of any part of the ScienceDirect Subscribed Products dataset or TDM Output provided hereunder and cooperate with Elsevier's reasonable requests surrounding such failure, including taking appropriate steps to end such activity and to prevent any recurrence. . In addition, and subject to the rights granted above, upon termination, Subscriber will promptly and permanently delete all copies (including back-up copies) of the ScienceDirect Subscribed Product dataset.

SECTION 4. FEES AND PAYMENT TERMS.

The Lead Institution will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within one hundred fifty (150) days of date of invoice. Notwithstanding the aforementioned, the Fees due for each year of the Term shall not be payable by Lead Institution before [REDACTED] of the then current year. Late payments will be subject to interest charges of [REDACTED] month on the unpaid balance. In addition to other remedies provided in this Agreement, Elsevier will suspend an Institution's access to the Subscribed Products upon thirty (30) days' prior written notice and without incurring liability if 1) the full amount of any Elsevier invoice hereunder has not been paid within the agreed payment deadline due to an Institution's failure of payment of their portion of the Fees to the Lead Institution. The Lead Institution will notify Elsevier of such Institution to ensure access is suspended.. Elsevier and the Lead Institution acknowledge that the Fees payable under this Agreement are not in the nature of royalties however, should be considered business income according to article 7 of the Double Tax Convention between the Czech Republic and The Netherlands and consequently no withholding tax should be applied to the Fees. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Lead Institution will be liable for any such taxes in addition to the Fees. Any sum to be paid by the Lead Institution to Elsevier under this Agreement will be paid by way of transfer to Elsevier's bank account [REDACTED]

[REDACTED]

The Fees under this Agreement are set forth as final, unchangeable and the maximum allowable and cover and include all activities relating to the performance under the Agreement. Elsevier may not charge any additional costs or expenses to the Subscriber. For the avoidance of doubt, any addition of new institutions to this Agreement will be subject to additional fees under this Agreement, which will be mutually agreed in an amendment to this Agreement.

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 Lead Institution either in hard copy or electronically to the e-mail address [REDACTED]. The invoice shall include a reference to the Subscribed Products pursuant to this Agreement. The currency of account and the currency of payment for any sum to be paid by the Lead Institution 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 Lead Institution 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 Lead Institution will be charged local value added tax (VAT), based on the Subscriber’s place of establishment, unless the Subscriber is a foreign relevant business person and provides to Elsevier its VAT Identification Number. The Lead Institution 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.

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 Lead Institution may cover the invoice partially if an Institution did not provide its financial contribution in time. In the event of such incomplete payment, the Lead Institution will notify Elsevier in writing of the intended difference no less than ten (10) days prior to the due date and will specify the Institution that failed to provide its financial contribution in time. In such case the Lead Institution is not in delay with the payment and Elsevier may suspend access to the Subscribed Products to this Institution in delay with providing its financial contribution without incurring liability from this suspension. The suspension of access to this Institution can last until the fee is completely paid in full.

SECTION 5. DURATION.

5.1 *Term.*

This Agreement becomes valid on the date of execution by the parties to this Agreement. This Agreement takes effect on the date of publication in the Czech Register of Contracts or on 1 January 2026 (whichever occurs later) and continue until 31 December 2028 (“Initial Term”). The parties to this Agreement declare that should the Agreement take effect after 1 January 2026, they will commence to perform their obligations and Elsevier provides access to the Subscribed Products as of 1 January 2026, i.e. before the commencement of this Agreement due to the necessity of access to the Subscribed Products of 1 January 2026, to the Subscriber and Authorized Users in the full scope of the authorization stipulated herein. The Fees set forth in Schedule 1 are agreed with regards to this availability of Subscribed Products. Performance of the Elsevier’s obligation to make the Subscribed Products available before the Agreement takes effect shall be considered entirely as a performance according to and in compliance with this Agreement.

5.2 *Early Termination by Institution Due To Insufficient Funds.*

The Lead Institution may terminate this Agreement in writing within 90 days if sufficient funds are not provided or allotted in future government-approved budgets of the Subscriber (or reasonably available or expected to become available from other sources at the time the Subscriber's payment obligation attaches) to permit the Subscriber, in the exercise of its reasonable administrative discretion, to continue this Agreement. After termination pursuant to this section 5.3 the Subscriber shall be due the prorated Fees relating to the period prior to termination.

An Institution may terminate its participation in this Agreement upon at least thirty (30) days written notice to Elsevier, effective the first day of the then following contract year, if sufficient funds are not provided, allocated or allotted in future budgets of such Institution, or reasonably available or expected to become available from other sources at the time the Subscriber's payment obligation attaches to permit such Institution, in the exercise of its reasonable administrative discretion, to continue this Agreement. The Subscriber shall provide proof thereof in the form of a letter from the authorized representative of the Subscriber and/or a definitive budget decision letter from the relevant funding body. Notwithstanding the foregoing, if access to the Subscribed Products was provided but not yet paid for prior to termination, Elsevier will be entitled to receive a pro rata portion of the Fees attributable to the period of time that access was provided to such Institution.

5.3 Termination for cause.

Either party may terminate this Agreement upon prior written notice (i) in the event of a material breach or (ii) persistent non-material breaches by the other party of any of its obligations under this Agreement and the party said to be in breach fails to cure the breach within thirty (30) days after receipt of the notice of breach. However, if such material breach would concern or relate merely to a certain Institution or Institutions, Elsevier has the right to terminate the Agreement only or partially with respect to this or these Institutions if the material breach arose only due to this particular Institution. 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.

5.4 Termination in the event of dissolution of an Institution without a legal successor.

In the event that any Institution is dissolved without a legal successor during the term of this Agreement, this Agreement shall automatically terminate with respect to that Institution on the date of such dissolution. The Lead Institution is entitled to a proportional reduction of the Fee corresponding to the unused portion of the subscription period for such Institution. The Lead Institution shall notify Elsevier of this fact of dissolution of the Institution. In the event Lead Institution has already paid the Fee, the Licensor shall return the unused pro rata portion of the Fee within three (3) months after being notified by Lead Institution pursuant to this Section. In the event the Fee has not yet been paid by Lead Institution, the Fee shall be automatically reduced by the pro rata amount corresponding to the dissolved Institution, and Lead Institution shall be obliged to pay only the reduced amount

5.5 Termination of Access

Upon termination of this Agreement, Elsevier may terminate access to the Subscribed Products by the Subscriber and the Authorized Users (in case of a partial termination of this Agreement only with respect to the particular Institution and their Authorized Users). In addition, authorized copies of the Subscribed Products 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.

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 Warranties.

Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

6.2 Indemnities.

Elsevier will indemnify, defend and hold harmless the Subscriber and its Authorized Users from and

against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Subscriber will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation will survive the termination of this Agreement.

6.3 *Disclaimer.*

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED "AS IS" AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE SUBSCRIBED PRODUCTS, THE USE OF ANY FORM OF ARTIFICIAL INTELLIGENCE, AND ANY OTHER DATA, DOCUMENTATION, TECHNOLOGY OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 *Limitation of Liability.*

Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, nor will the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

SECTION 7. GENERAL.

7.1 *Force Majeure.*

Neither party's delay or failure to perform any provision of this Agreement (including provisions regarding payment obligations) as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, acts of authority or governmental measures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) that prevents it from fulfilling its obligations under this Agreement (any such circumstances being "Force Majeure") 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. Notwithstanding the foregoing, a party's financial inability to perform its obligations will in no event constitute a Force Majeure.

7.2 *Severability.*

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

7.3 *Entire Agreement.*

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

7.4 *Modification.*

Any modification, amendment or waiver of any provision of this Agreement will be effective only if made in writing and executed in accordance with the provisions of Section 7.10, except for changes reflecting substituted titles, IP addresses, authentication mechanisms, invoicing and contact address details which

may be notified by Elsevier or the Lead Institution and confirmed by the other party in an email notice sent to the other party.

7.4.2 The Subscriber, 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 Institutions, i.e. for the purpose of accommodating additional Potential Participating Institutions with whom the Subscriber has entered into a central procurement agreement and, a list of which is provided in Schedule 1. This reservation will be effected, as the case may be, by means of an amendment to this Agreement based on the interest of the Potential Participating Institutions mentioned in the preceding sentence in receiving performance under this Agreement. The parties may include the price for the subscriptions for the Potential Participating Institutions in Schedule 1.

7.5 *Assignment.*

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

7.6 *Privacy*

The Lead Institution shall not transfer or provide any personal data of Authorized Users to Elsevier. To the extent that the Subscriber or its Authorized Users provide any personal data to Elsevier during account registration or otherwise, the parties acknowledge and agree that such information will be processed by Elsevier in accordance with the Elsevier privacy policy at <https://www.elsevier.com/legal/privacy-policy> and the Elsevier Data Processing Addendum at <https://www.elsevier.com/legal/data-processing-terms> (“DPA”). The parties acknowledge that each party acts as an independent controller of any personal data shared or otherwise processed under this Agreement and has complied and will comply with its obligations under the Data Protection Laws. Terms used but not defined in this section shall have the meanings ascribed to them in the DPA.

7.7 *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 Consortium and/or the Subscriber: National Library of Technology, Technická 2710/6, 160 80 Praha 6 - Dejvice, Czech Republic. E-mail: [REDACTED]

For the sake of clarity, the parties confirm that the term “written” or “in writing” shall include also electronic communication, including email, if the Agreement does not provide otherwise.

7.8 *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 the financial terms and commercial conditions of this Agreement except to authorities who may require such terms and conditions to comply with applicable law. Elsevier may only disclose such information (i) to applicable service providers to the extent necessary to perform their functions in support of this Agreement and (ii) where reasonably necessary to address security, safety, fraud or other legal issues.

The confidentiality obligation does not apply to information which:

- must be disclosed in the Czech Register of Contracts, except for personal information, trade secrets and sensitive information that shall be blacked out in the relevant publication of the contract, as permitted by the applicable law and to the extent required by Elsevier;
- which has been a matter of public domain as of the date of the disclosure thereof;
- which has become or will become publicly known or available otherwise than through the breach of the obligations of the disclosing party, its employees, subcontractors, advisers or consultants

- resulting from this Agreement;
- which has been disclosed based on an obligation resulting from the generally binding legal regulations or a final decision of courts or public authorities; and
- to the disclosure of which the other party has granted an explicit written consent to the disclosing party.

7.9 *Compliance with Laws.*

Each party will comply with all applicable laws and regulations relating to its duties and obligations under this Agreement. Elsevier reserves the right to deny access to the Subscribed Products to any person or entity who is prohibited from receiving such access based on any applicable export control and trade sanctions laws or embargo programs.

7.10 *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. Each party declares that the electronic execution is valid and effective in the jurisdiction the party executes the Agreement.

7.11 *Contracting Authority and Power of Attorney.*

Each Institution has authorized the Lead Institution to enter into this Agreement on the executed “*Agreement on Centralized Procurement*” wherein the Institution has authorised the Lead Institution to conduct this public procurement and to enter into this Agreement for their benefit. The Lead Institution has also entered into agreements with each individual Institution to legally bind them to adhere to the terms & conditions of this Agreement and to be able enforce the terms and conditions of this Agreement against them although the individual Institutions are not direct party to this Agreement. The Lead Institution represents and warrants that the Institutions acknowledge and agree to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement. The Lead Institution will inform each individual Institution specified in Schedule 2 of the terms and conditions of access.

7.12 *Governing Law.*

This Agreement will be governed by and construed in accordance with the laws of the Czech Republic without regard to conflict of law principles.

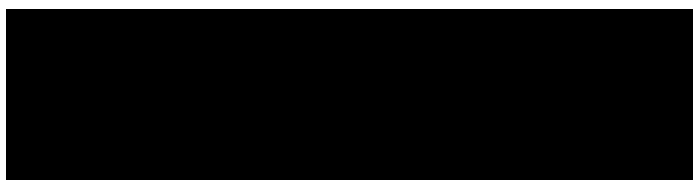
IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

NATIONAL LIBRARY OF TECHNOLOGY



Name: Ing. Petr Očko, Ph.D.
Title: Director of National Library of Technology

ELSEVIER B.V.
(Elsevier)



Name: Thong Li Lim
Title: Vice President, Account Support & Tender Management

No. _____

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1
Subscribed Products/Access/Fees

NATIONAL LIBRARY OF TECHNOLOGY

No. _____

Subscribed Products – publisher		Access	2026 EUR	2027 EUR	2028 EUR
ScienceDirect® online – Elsevier B.V.		sciencedirect.com			
Cell Press Collection Fee					
ECR-246469	Charles University				
ECR-10272326	Institute of Biophysics of the CAS				
ECR-11241664	Institute of Biotechnology of the CAS				
ECR-344779	Institute of Organic Chemistry and Biochemistry of the CAS				
ECR-344768	Institute of Physiology of the CAS				
ECR-376499	Masaryk Memorial Cancer Institute				
ECR-246421	Masaryk University				
ECR-246444	Palacky University Olomouc				
ECR-497421	University of Ostrava				
TOTAL FEES without VAT					

TOTAL FEES 2026-2028: €388,856.00 (without VAT)

Journal Collection(s)

The Subscriber's Journal Collection(s) is described in Schedule 1.1.

Transaction Fee

The Subscriber may purchase pre-paid Transactions ("PPT") upon mutual agreement of the parties in writing. Unused PPT will be forfeited one (1) year after issue or upon termination of this Agreement, whichever is earlier.

Adjustment of Fees

The Fees for the Subscriber's Cell Press Journal Collection(s) will be subject to an adjustment to account for any titles removed from the Cell Press Journal Collection(s) during the remainder of the Term of this Agreement.

Potential Participating Institutions

Per Section 7.4.2, The below Potential Participating Institutions may have access to the Subscribed

Products under this Agreement, where the Potential Participating Institution will be added to Schedule 2 of this Agreement, and subject to an appropriate recalculation of the Fees which will be mutually agreed between Elsevier and the Subscriber by means of a signed amendment to this Agreement.

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 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.	Institute of Microbiology of the CAS, v. v. i.
Ministerstvo financí ČR	Ministry of Finance of the Czech Republic
Ministerstvo školství, mládeže a tělovýchovy	Ministry of Education, Youth and Sports
Moravská zemská knihovna v Brně	Moravian Library in Brno
Moravskoslezská vědecká knihovna v Ostravě, 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 pracoviště Dolní Břežany, ČR)	The Extreme Light Infrastructure ERIC (only facility 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. v. i.	Institute of Theoretical and Applied Mechanics of the CAS
Ústav teorie informace a automatizace AV ČR, v. v. i.	Institute of Information Theory and Automation of the 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 Budějovicích	Institute of Technology and Business in České Budějovice
Vysoká škola uměleckoprůmyslová v Praze	Academy of Arts, Architecture and Design in Prague
Vysoké učení technické v Brně	Brno University of Technology
Výzkumný a šlechtitelský ústav ovocnářský Holovousy s.r.o.	Research and Breeding Institute of Pomology 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.	Potato Research Institute Havlíčkův Brod
Výzkumný ústav geodetický, topografický a kartografický, v. v. i.	Research Institute of Geodesy, Topography and Cartography, v. v. i.
Výzkumný ústav lesního hospodářství a myslivosti, v. v. i.	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, v. v. i.	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.

ELSEVIER SUBSCRIPTION AGREEMENT

Schedule 1.1

Journal Subscription

Journal Collection(s):

Cell Press Collection: Electronic access to the full text of all articles from the Cell Press journal titles published since 1 January 1995 identified on Annex A to Schedule 1.1.

Option to Substitute or Refund Withdrawn Subscribed Titles

An Institution may substitute any withdrawn Subscribed Titles subscribed journal title identified on Annex A to Schedule 1.1 ("Subscribed Title") with one or more journal titles of total comparable value (in current year list price) at any time upon notice to Elsevier. In the event that no substitute journal title is available, Elsevier will refund to the Subscriber the amount of the Fees paid for the withdrawn Subscribed Titles for the remainder of the Term.

Post Termination Access to Subscribed Titles

Upon termination of all of an Institution's annual subscriptions on ScienceDirect online, the Institution may, continue to access such Subscribed Titles online for an annual access fee based on the number of full-text articles downloaded from such titles during the prior twelve (12) months at a rate of EUR 0.063 per download, with a minimum annual fee of EUR 400 (adjusted annually for inflation and cost increases) for the Institution's access to the platform, in accordance with the usage provisions of this Agreement, which provisions will survive the termination of the Agreement. Elsevier will make available for inspection by a duly authorized auditor of the Institution, at the Institution's sole expense, the records concerning the calculation of the annual access fee once per year during regular business hours upon thirty (30) days written notice to Elsevier. If a particular Subscribed Title is withdrawn by Elsevier or not renewed by the Institution, but the Subscriber remains a ScienceDirect online annual subscription subscriber, the Institution may continue to access online, at no additional charge, such formerly Subscribed Title for the publication years paid, provided that Elsevier continues to hold the electronic rights thereto.

Annex A to Schedule 1.1
Subscribed Titles

INSTITUTE OF BIOPHYSICS OF THE CAS
ECR-246460

Product ID	ISSN	Cell Press Collection Journal Title
07590	0092-8674	Cell

INSTITUTE OF PHYSIOLOGY OF THE CAS
ECR-344768

Product ID	ISSN	Cell Press Collection Journal Title
07590	0092-8674	Cell
07595	1535-6108	Cancer Cell
13368	1550-4131	Cell Metabolism
02215	2451-9456	Cell Chemical Biology
07703	1931-3128	Cell Host & Microbe
07704	1934-5909	Cell Stem Cell
02216	0960-9822	Current Biology
07594	1534-5807	Developmental Cell
07591	1074-7613	Immunity
07593	0896-6273	Neuron
07592	1097-2765	Molecular Cell
07813	0002-9297	The American Journal of Human Genetics

INSTITUTE OF BIOTECHNOLOGY OF THE CAS
ECR-1148114

Product ID	ISSN	Cell Press Collection Journal Title
07595	1535-6108	Cancer Cell
07590	0092-8674	Cell
02215	2451-9456	Cell Chemical Biology
13368	1550-4131	Cell Metabolism
07704	1934-5909	Cell Stem Cell
02216	0960-9822	Current Biology
07594	1534-5807	Developmental Cell
07592	1097-2765	Molecular Cell
02218	0969-2126	Structure

PALACKÝ UNIVERSITY OLOMOUC
ECR-246444

Product ID	ISSN	Cell Press Collection Journal Title
07595	1535-6108	Cancer Cell
02216	0960-9822	Current Biology

**MASARYK UNIVERSITY
ECR-246421**

Product ID	ISSN	Cell Press Collection Journal Title
07813	0002-9297	American Journal of Human Genetics
07595	1535-6108	Cancer Cell
07590	0092-8674	Cell
13368	1550-4131	Cell Metabolism
07704	1934-5909	Cell Stem Cell
02216	0960-9822	Current Biology
07592	1097-2765	Molecular Cell
12877	1525-0016	Molecular Therapy

**INSTITUTE OF ORGANIC CHEMISTRY AND BIOCHEMISTRY OF THE CAS
ECR-344779**

Product ID	ISSN	Cell Press Collection Journal Title
13437	0006-3495	Biophysical Journal
07590	0092-8674	Cell
02215	2451-9456	Cell Chemical Biology
18875	2451-9294	Chem
07592	1097-2765	Molecular Cell

**MASARYK MEMORIAL CANCER INSTITUTE
ECR-376449**

Product ID	ISSN	Cell Press Collection Journal Title
07595	1535-6108	Cancer Cell

**UNIVERSITY OF OSTRAVA
ERC-497421**

Product ID	ISSN	Cell Press Collection Journal Title
02216	0960-9822	Current Biology

**CHARLES UNIVERSITY
ECR-246469**

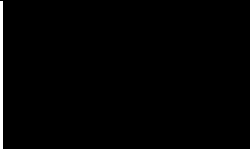
Product ID	ISSN	Cell Press Collection Journal Title
02216	0960-9822	Current Biology

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2	ECR-10272326	Institute of Biophysics of the CAS		195.178.68.1-195.178.68.255, 195.178.69.1-195.178.69.255, 147.231.203.1-147.231.203.255
3	ECR-11241664	Institute of Biotechnology of the CAS		147.231.236.7, 147.231.236.8, 147.231.236.9, 147.231.236.10
4	ECR-344779	Institute of Organic Chemistry and Biochemistry of the CAS		147.231.18.232-147.231.18.239, 147.231.120.0-147.231.123.255, 147.231.128.0-147.231.129.255, 192.108.128.0-192.108.128.255, 24.38.22.62, 148.76.108.0 - 148.76.108.7
5	ECR-344768	Institute of Physiology of the CAS		147.231.41.251, 147.231.41.24, 147.231.41.22, 147.231.41.16
6	ECR-376499	Masaryk Memorial Cancer Institute		195.113.164.0-195.113.164.127
7	ECR-246421	Masaryk University		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:ffffff:ffff:ffff:ffff
8	ECR-246444	Palacky University Olomouc		158.194.0.0-158.194.255.255
9	ECR-497421	University of Ostrava		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

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