

Smlouva o zajištění přístupu k linkovacímu nástroji Full Text Finder

mezi

Název: **Univerzita Tomáše Bati ve Zlíně, Knihovna**
zřízená zákonem č. 404/2000 Sb., o zřízení Univerzity Tomáše Bati ve Zlíně

Sídlo: Zlín, nám. T. G. Masaryka 5555, PSČ 760 01

IČ: 70883521

DIČ: CZ70883521

číslo účtu: 27-1925270277/0100

bankovní spojení: Komerční banka, a.s., pobočka Zlín

zastoupená: PhDr. Ondřej Fabián, ředitel Knihovny UTB

za věcné plnění odpovídá: Ing. Kristýna Dvořánová

- dále jen Odběratel -



a

Název: **EBSCO Information Services s.r.o.**

Sídlo: Klimentská 1746/52, 110 00 Praha 1

Zastupuje: Vojislav Milovanovic – na základě plné moci jednatele
p. Cary Bruce

IČ: 496 21 823

DIČ: CZ496 21 823

Zapsána: v obchodním rejstříku vedeném městským soudem v Praze, oddíl C, vložka 24504

Bankovní spojení: Deutsche Bank AG Praha,
číslo účtu: 3119300004/7910,
IBAN: CZ1579100000003119300004

- dále jen Poskytovatel -

Výše uvedené smluvní strany spolu uzavírají dle § 1746 odst. 2 zákona č. 89/2012 Sb., občanského zákoníku tuto smlouvu o zajištění přístupu k linkovacímu nástroji Full Text Finder (dále jen „Produkt“), (dále jen „Smlouva“).

Čl. 1 Předmět smlouvy

- 1) Předmětem této Smlouvy je závazek Poskytovatele dodat Produkt a závazek Poskytovatele k zajištění provozu Produktu.

- 2) Za služby specifikované v předchozím odstavci se Odběratel zavazuje uhradit odměnu ve výši uvedené v čl. 3 této Smlouvy, to vše v souladu s ustanoveními této Smlouvy.

Čl. 2 Lhůta plnění a forma přístupu

- 1) Poskytovatel se zavazuje poskytovat Produkt Odběrateli formou licence online přístupem k serveru Poskytovatele, a to v období od 1. 1. 2018 do 31. 12. 2020.
- 2) Tento přístup bude umožněn Odběrateli na základě IP adres Odběratele, které Poskytovateli poskytne bez zbytečného odkladu po uzavření této smlouvy.

Čl. 3 Cena, fakturování a platební podmínky

- 1) Cena za plnění dle této Smlouvy je stanovena v amerických dolarech a činí:
 - 2 895 USD za rok 2018
 - 3 040 USD za rok 2019
 - 3 192 USD za rok 2020.
- 2) Odběratel uhradí cenu na základě daňového dokladu (faktury), vystaveného Poskytovatelem po podpisu smlouvy oběma smluvními stranami, a dále pak do 31. 1. příslušného kalendářního roku. Daňový doklad bude splatný do 30 dní ode dne doručení faktury do sídla Odběratele. Konečná cena včetně DPH bude kalkulována v českých korunách podle platného kurzu banky Poskytovatele (fakturujícího) v den předcházející dni vystavení faktury.
- 3) Faktura bude obsahovat náležitosti dle zák. 235/2004 Sb., o dani z přidané hodnoty, v platném znění. V případě, že faktura nebude obsahovat některé z těchto náležitostí, nebo bude obsahovat nesprávné údaje, bude Odběratelem neprodleně vrácena Poskytovateli k opravě. V takovém případě lhůta splatnosti počíná běžet znovu ode dne doručení opravené či nově vystavené faktury.
- 4) Pro případ prodloužení Odběratele se zaplacením faktury se sjednává úrok z prodlení v zákonné výši ze smluvní ceny Produktu v Kč dle čl. 3 odst. 1 a 2 této smlouvy denně za každý den prodlení.
- 5) Na platbu, kterou učiní, uvede Odběratel celé číslo faktury. Platba se provede bankovním převodem na účet Poskytovatele uvedený na vystavené faktuře.

Čl. 4 Práva a povinnosti smluvních stran

- 1) Práva a povinnosti smluvních stran se řídí také ustanoveními ve smyslu Licenční smlouvy, uzavřené mezi Odběratelem a Poskytovatelem, která tvoří Přílohu č. 1 a je nedílnou součástí této Smlouvy. V případě rozporu mezi touto smlouvou a Licenční smlouvou má přednost ustanovení této smlouvy.

- 2) V případě hlášení a řešení chyb, žádostí o změnu nastavení Produktu či případně jiných žádostí a dotazů Odběratele kontaktuje uvedené delegované kontaktní osoby Poskytovatele zodpovědné za provoz Produktu Odběratele:

Mgr. Martin Kolman

Trainer and Support Representative - technický kontakt

e-mail: mkolman@ebSCO.com

tel: +420 234 700 622 kancelář

fax.: +420 234 700 610 kancelář

mob.: +420 735 755 573

Mgr. Zuzana Vitusová

Account Executive – organizační kontakt

e-mail: zvitusova@ebSCO.com

tel: +420 234 700 660 kancelář

Ing. Mgr. Pavel Synek

Regional Sales Manager – organizační kontakt

e-mail: jluprich@ebSCO.com

tel: +420 234 700 615 kancelář

fax.: +420 234 700 610 kancelář

mob.: +420 734 541 821

Pro dotazy, připomínky a návrhy může Odběratel během celkového provozu Produktu kdykoli kontaktovat Poskytovatele v pracovní dny přes službu **HelpDesk**. Poskytovatel garantuje odpověď do 24 hodin.

Kontaktní údaje služby **HelpDesk**:

EPPrague@ebSCO.com

Tel.: + 420 234 700 600

Fax: + 420 234 700 610

- 3) V případě havarijního výpadku systému či obdobně závažných situací může Odběratel kdykoliv (24/7) kontaktovat Poskytovatele na lince **HotLine**, která garantuje okamžitou reakci.

Kontaktní údaje linky **HotLine**: Tel.: +420 735 755 573

Čl. 5 Závěrečná ustanovení

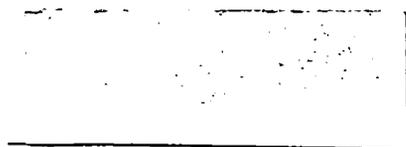
- 1) Od Smlouvy lze odstoupit v případě podstatného porušení smluvních závazků druhou stranou, a to doručením písemného odstoupení od Smlouvy, v němž bude sdělena skutečnost, v níž je spatřováno podstatné porušení Smlouvy. Za podstatné porušení této Smlouvy se považují: prodlení Odběratele se zaplacením ceny přesahující 30 dnů, prodlení Poskytovatele se zpřístupněním produktů Odběrateli ve sjednané lhůtě, opakované prodlení

Poskytovatele s reakcí dle čl. 4 odst. 2 a 3 smlouvy nebo úpadek Poskytovatele dle platného zákona o insolvenčním řízení. Dále lze Smlouvu ukončit dohodou smluvních stran.

- 2) Platnost smlouvy může být ukončena popř. smlouva zrušena také v důsledku dalších právních skutečností, s nimiž zánik tohoto vztahu spojuje česká právní úprava nebo písemná dohoda smluvních stran, vč. této smlouvy a dodatků k ní, a to v případech tam uvedených.
- 3) Tuto smlouvu lze měnit nebo doplňovat pouze písemnou dohodou smluvních stran, popř. formou písemných číslovaných dodatků, podepsaných oprávněnými zástupci obou smluvních stran. Úkon stran nebo strany, který tuto smlouvu ruší nebo ukončuje její platnost, nebo na základě něhož má tento následek nastat, vyžaduje rovněž písemnou formu.
- 4) Smlouva je vyhotovena ve 2 vyhotoveních, která mají platnost originálu. Odběratel a Poskytovatel obdrží jedno vyhotovení.
- 5) Vztahy mezi smluvními stranami se řídí českým právním řádem. Ve věcech smlouvou výslovně neupravených se právní vztahy z ní vznikající a vyplývající řídí příslušnými ustanoveními zákona č. 89/2012 Sb., občanský zákoník, ve znění pozdějších předpisů, a ostatními obecně závaznými právními předpisy.
- 6) Tato smlouva podléhá podle zákona č. 340/2015 Sb., o registru smluv, v účinném znění, povinnosti uveřejnění v registru smluv zřízeném na základě citovaného zákona. Smluvní strany výslovně souhlasí s uveřejněním této smlouvy. Uveřejnění této smlouvy v registru smluv postupem podle citovaného zákona zajistí Odběratel.
- 7) Smlouva vstupuje v platnost dnem jejího podepsání druhou ze smluvních stran a uzavírá se na dobu určitou do 31.12.2020.

Ve Zlíně dne 16 -11- 2017

Univerzita Tomáše Bati ve Zlíně



PhDr. Ondřej Fabián
ředitel Knihovny UTB
(za Odběratele)

V Praze dne 23 -11- 2017

EBSCO Information Services s.r.o.

EBSCO Information Services s.r.o.
Kli...
ká 1746/52, 110 00 Praha 1
IČ: 49621823
IČ: CZ49621823

Vojislav Milovanovic
obchodní ředitel, na základě plné moci
(za Poskytovatele)

Odpovídá	Datum	Podpis
PO/OO		Berghel
EO		
Věcně		
Správce rozpočtu	9.11.2017	

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