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¹ <http://www.niso.org/workrooms/transfer/>

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² <http://www.niso.org/workrooms/kbart>

³ http://www.projectcounter.org/code_practice.html

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2. Accessibility Requirements. Licensor warrants it will use reasonable efforts so that the Licensed Materials comply with the accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.0. Licensor shall promptly respond to and resolve any complaint from Licensee's or Participating Institution's appointed representative regarding accessibility of Licensed Materials and shall work to remediate such issues.

XIV. Limitations on Warranties

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 inability (means incompetence, not the possibility, availability to use Licensed materials) to use the Licensed Materials.
2. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any 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.
3. Except for the express warranties stated elsewhere in this Agreement, Licensor disclaims any and all other warranties, conditions, or representations (express,

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.

XV. Indemnities

1. The Licensor shall indemnify and hold harmless the Licensee, the Participating Institutions and Authorized Users for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from any third party claim that alleges copyright infringement or other intellectual property infringement arising from 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 XV shall survive the termination of this Agreement.

XVI. Assignment and Transfer

1. Neither party may assign, directly nor indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, except as otherwise provided in Section VII. Neither party to this Agreement may unreasonably withhold or delay such written consent.

XVII. Governing Law

1. This Agreement 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, excluding any such laws that might direct the application of the laws of another jurisdiction.

XVIII. Dispute Resolution & Venue

1. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise good faith efforts to resolve the dispute as soon as possible. In the event that the parties cannot, by exercise of their good faith efforts, resolve the dispute, 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 that are not affected by the dispute. The party invoking mediation shall give to the other party written notice of its decision to seek informal mediation, and the notice must include a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within five (5) working days after such notice. If those



designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute.

2. If the dispute is not resolved within thirty (30) calendar days of the meeting among the parties' executives, either party may pursue a legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the 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 that are not affected by the dispute.

XIX. Force Majeure

1. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing 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, 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 an event of force majeure, the party affected shall promptly notify the other in writing setting forth the details of the occurrence, its expected duration and how that party's performance may be affected. The affected party shall resume the performance of its obligations as soon as practicable after the force majeure event ceases.

XX. Entire Agreement

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

XXI. Applicable provisions of the Agreement

1. The Articles set out above in this Agreement are applicable as a whole to the all Licensed Materials listed in the Appendix B. In the Appendix D there are stated License conditions of the Publisher ("APA license conditions"). In the event that this Agreement does not deal with any issues related to the use of Licensed Materials, the provisions of the APA Agreement regarding the use of the Licensed Materials shall apply mutatis mutandis. If the body of the Agreement stated otherwise than the APA license conditions, the wording of the body of the



Agreement prevails the wording of the APA license conditions.

2. For the avoidance of doubt, parties of this Agreement state the following:
 - this Agreement is made between the EBSCO Information Services s.r.o. as a Licensor and The National Library of Technology as the Licensee and thus the provisions stated in the APA license conditions regarding to the relationship of the APA with the Licensee, Participating institution and Authorized User cannot be use similarly or replace the conditions/provisions under this Agreement between the Licensor with Licensee, Participating institution and Authorized User;
 - the provisions stated in the APA license conditions regarding to license agreement and any legal relationship arising from it or related cannot be applicable or replace or add any provisions under the body of this Agreement regarding to the Agreement and any legal relationship arising from it or related;
 - By signing this Agreement, including Appendix D, there is no legal relationship between APA and Licensee or Participating Institutions or Authorized users, so no rights and obligations stated in the APA license conditions between APA and Licensee can be applied to each other.

XXII. Amendment

1. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

XXIII. Severability

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 contracting parties shall replace the invalid, illegal or unenforceable provision by a new provision, the wording of which shall correspond to the intent embodied by the original provision and this Agreement as a whole.

XXIV. Waiver of Contractual Right

1. Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.



XXV. Notices

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 or fax.
2. Notices regarding the extent and manner of performance under this Agreement, damages, penalties, debts, contacts and this Agreement as such (for example the notification about breach, 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 deemed delivered on the fifth (5th) business day following their proven posting.
3. Either party may from time to time change its Notice Address by written notice to the other party. Such change is effective from a delivery of such notice.
4. **If to Licensor:**
EBSCO Information Services, s.r.o.
Klimentská 1746/52
110 00 Praha 1
Czech Republic
Email: info.cr@ebSCO.com
5. **If to Licensee:**
Licensing contact:
Head of Licensing Unit
CzechELib
National Library of Technology
Technická 6, 160 80 Praha 6 - Dejvice
Czech Republic

Email: licensing@czechelib.cz

XXVI. Audit rights

1. Licensor is obliged to stand still any control of a respective authority and to cooperate with any auditing/controlling body authorized to carry out audit in compliance with the rules and regulations of Czech republic and mandatory rules



of EU/EC regarding to the financial control especially regarding to the grants as well as to cooperate with persons authorized to execute the audit/control by such auditing bodies. Licensor shall not be entitled to any remuneration, compensation nor any other benefit for providing cooperation as described above.

2. Disallowance of the audit/control or a failure to provide cooperation as described in Article 1 shall be deemed as a serious breach of this Agreement.
3. Licensor is obliged to fully compensate any damages that should arise as a result of the conduct described in Article 2. Obligations described in Article 1 are imposed upon the Licensor regardless the termination of this Agreement.

XXVII. Execution

1. This Agreement is compiled in three counterparts in the English language, each of which has the power of an original. Licensor shall receive one counterpart and Licensee shall receive two counterparts.
2. 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 law.



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

LICENSOR:

BY: 
Signature of Authorized Signatory of Supplier

DATE: 

Cary Bruce
Managing Director
EBSCO Information Services s.r.o.
Klimentská 1746/52
110 00 Praha 1, Czech Republic
E-mail: cbruce@ebSCO.com

LICENSEE:

BY: 
Signature of Authorized Signatory of Licensee

DATE: 

Ing. Martin Svoboda
Director of CzechELib
National Library of Technology
Technická 6
160 80 Praha 6 - Dejvice
Czech Republic



Appendix A: Business Terms

Licensed Materials:

PsycINFO

- Number of titles: 2 379 journals indexed
- Dates covered: Coverage dating back to the 17th and 18th centuries, with extensive coverage from the 1800s to the present
- Description: This ever-expanding collection of behavioral and social science research, dissertations and scholarly literature abstracts offers a broad view of the field. With relevance to a host of related disciplines, including neuroscience, business, nursing, law and education, PsycINFO delivers the peer-reviewed content and abstracts students and researchers need, and does so with remarkable precision and a dedication to scholarly and scientific excellence.

Focused on the interdisciplinary aspects of the worldwide behavioral and social science research and literature, PsycINFO is unmatched as a resource for locating scholarly research findings in psychology and related fields across a host of academic disciplines.

PsycARTICLES

- Number of titles: 117 journals covered
- Dates covered: coverage dating back to 1894
- Description: This esteemed collection from the foremost publisher in psychology provides access to the full spectrum of research in the field—from cutting-edge research from preeminent scholars, to the historical underpinnings of the behavioral and social sciences. With current journal coverage and historical content dating back more than a century, PsycARTICLES is an indispensable resource for researchers, educators, and students alike, and a must for any core collection.
- PsycARTICLES connects you to current full-text journal articles written by esteemed researchers from across psychology and the behavioral and social sciences. Discover the latest scholarship that will shape and inform your research.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022

Access Conditions: Unlimited simultaneous user systemwide perpetual (in case of PsycARTICLES only) access

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



Fees and Negotiated Discounts:

- Total Fee: \$ 536 920
- License Fee / year:

License Fee	Year
\$ 97 169	2018
\$ 102 027	2019
\$ 107 129	2020
\$ 112 485	2021
\$ 118 110	2022

Payment Terms:

1. The price for the Licensed Materials shall be paid on the Licensor's bank account stated in the invoice.
2. The price for the Licensed Materials shall be paid annually for each commenced calendar year of the duration of the Agreement in the amount set forth therein. The parties expressly state that the price for the year 2018 shall be paid in the whole amount, regardless of the beginning of the Agreements' effectiveness.
3. All the prices under this Agreement are set forth as final, unchangeable and maximum allowable.
4. The value added tax shall be added to all the prices under this Agreement in the value prescribed by the law.
5. The price for each commenced calendar year of the duration of the Agreement shall be paid in two part payments with the following maturity:
 - Max 50% on 15 March of the given year for which the Licensed Materials are paid (maturity of the first part payment);
 - Max 50% on 30 April of the given year for which the Licensed Materials are paid (maturity of the second part payment);
 - The abovementioned maturities are applicable only if the invoice (all the invoices) is delivered to the Licensee up to 15 days before the stated maturity of the first part payment, i.e. until the end of February of the given year;
 - If the invoice is delivered later, at least by the 15 days prior to the due date of the second part payment, i.e. in the term beginning from 1 March to 15 April of the given year, the due date of the first part payment shall be within 15 days from the date of the provable invoice delivery. The maturity of the second part payment remains unaffected;
 - If the invoice is delivered later, the due date of both part payments shall be within 15 days of the provable invoice delivery date.
6. The invoice shall be issued in the currency specified in the Agreement. In the event that there are multiple currencies specified in the Agreement for each Licensed Materials, the Licensor shall issue at least the number of invoices corresponding to the number of currencies. For VAT reporting purposes the foreign currency on the invoice(s) shall also be converted into Czech crowns according to the Czech National Bank exchange rate (www.cnb.cz) on the date of the taxable transaction.



7. Invoice - the tax document shall contain all the requisites of the tax document. The invoice shall contain all the requisites set forth in the Act No. 89/2012 Coll., The Civil Code, as amended and Act No. 235/2004 Coll., VAT Act, as amended. The invoice shall be delivered to the Licensee either originally or electronically to the e-mail address faktery@techlib.cz. The invoice shall include summary of all the Licensed Materials pursuant to the Agreement. The invoice shall also be labeled „IPS CzechELib, reg. č. CZ.02.1.01/0.0/0.0/16_040/0003542”.
8. If the invoice does not contain the requisites set forth in this Agreement or these are incorrect or incomplete, the Licensee is entitled to return such invoice to the Licensor for completion/correction. In such case, the term of payment shall be interrupted and the new term of payment shall run from the provable invoice delivery date to the Licensee and pursuant to the rules set forth above. The procedure under the previous sentence may also be repeated. 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.
9. Fulfilment of any financial obligation associated with performance under this Agreement shall be understood as the moment of debiting the full amount from the bank account of the other party.
10. The Licensor is not entitled to require any advance payments under this Agreement.
11. The Licensor declares that 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 Licensor is an unreliable VAT payer, the Licensor undertakes to notify such fact to the Licensee in writing without undue delay.
12. The Licensor further declares that he fulfills all the conditions set forth in the Section 109 of the VAT Act, i.e. that he 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 Licensor undertakes that if there is a threat or even a breach of any Licensor's obligation that could lead to the liability of the Licensor for an unpaid tax, he shall notify such fact in writing to the Licensee without undue delay.
13. Any payments made under this Agreement in favor of the Licensor shall be made to the Licensor's bank account, which is registered with the tax authority within the meaning of the Section 109 of the VAT Act, which the Licensor confirms. In the event that the Licensor becomes an unreliable VAT payer under the preceding paragraphs or there is a threat that the Licensor becoming an unreliable VAT payer under the preceding paragraphs, or the Licensor's account shall not be registered with the tax administrator, the Licensor expressly agrees that the VAT from the price under this Agreement shall be paid directly to the tax administrator's account in accordance with the binding legislation.
14. The Licensor takes on the risk of a change in circumstances under the Section 1765 (1) of the Act No. 89/2012 Coll., The Civil Code, as amended.



Appendix B: Participating Institutions

All information contained in this Appendix is considered business secrets pursuant to the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, and are not to be disclosed in the register of contracts in accordance with the provisions of Section 3, Paragraph 1 of Act No. 340/2015 Coll.

PsycArticles on EBSCOhost, PsycINFO on EBSCOhost	Masarykova univerzita Psychologický ústav AV ČR, v.v.i. Univerzita Karlova v Praze Univerzita Palackého v Olomouci
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Institution	2018	2019	2020	2021	2022
Masarykova univerzita (Ústav psychologie FSS)					
Psychologický ústav AV ČR, v.v.i.					
Univerzita Karlova v Praze (Filozofická fakulta - PsycArticles; Pedagogická fakulta - PsycINFO)					
Univerzita Palackého v Olomouci					



Appendix C: IP Addresses

#	Instituce	Institution	IP ranges	Note
		PsycArticles, PsycINFO		
1.	Masarykova univerzita	Masaryk University	147.251.*.*	Ústav psychologie FSS only
		Masaryk University, Faculty of Social Studies (FSS)	147.251.61.16/28; FSS; VPN 147.251.61.80/28; FSS; VPN 147.251.105.0/24; FSS 147.251.107.0/24; FSS 147.251.108.0/24; FSS 147.251.109.0/24; FSS 147.251.110.0/24; FSS 147.251.112.0/24; FSS 147.251.113.0/24; FSS 147.251.114.0/24; FSS	
2.	Psychologický ústav AV ČR, v.v.i.	Institute of Psychology, Czech Academy of Sciences	147.231.51.69 147.231.51.76 147.231.202.1 - 60	
3.	Univerzita Karlova v Praze	Charles University (all faculties)	78.128.160.0 - 78.128.207.255 195.113.0.0 - 195.113.66.255 193.84.53.0 - 193.84.53.255 193.84.55.0 - 193.84.63.255 195.113.89.0 - 195.113.91.255 195.113.92.1-195.113.92.255 195.113.114.0 - 195.113.117.255 195.113.130.0 - 195.113.131.255 195.113.149.132 - 195.113.149.135 195.113.149.176 - 195.113.149.182 195.113.187.240 - 195.113.187.251 195.113.189.0 - 195.113.189.255 195.113.223.0 - 195.113.223.255 195.113.229.0 - 195.113.229.255 195.113.236.0 - 195.113.236.255	
		Charles University, Faculty of Arts (FF)	195.113.52.0-195.113.55.255 195.113.15.16-195.113.15.19 78.128.204.0-78.128.207.255 195.113.92.1-195.13.92.255 195.113.2.0-195.113.3.255	PsycArticles only

			195.113.44.0-195.113.45.255 78.128.202.0-78.128.203.255	
		Charles University, Faculty of Education (PedF)	195.113.36.0 - 195.113.39.255 195.113.64.0 - 195.113.64.255 195.113.2.0 - 195.113.3.255	PsycINFO only
4.	Univerzita Palackého v Olomouci	Palacký University Olomouc	158.194.0.0.-158.194.255.255	



Appendix D: License conditions of the Publisher

