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

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

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## IX. Term

1. This Agreement shall come into force and effect on the date on which all Parties execute this Agreement (the “Effective Date”) and the agreement is published on Contract register of Czech Republic..
2. This Agreement shall be in effect from the Effective Date through the expiration date as set out in Appendix A unless terminated earlier in accordance with the provisions in Section XI.

## X. Renewal

1. This Agreement shall be renewable at the end of the current term for a successive two (2) years term unless either party gives written notice of its intention to cancel ninety (90) days before expiration of the current term. Licensor shall provide Licensee with renewal quotes of all Licensed Materials and for all Participating Institutions no less than ninety (90) days prior to the end of the current term (31.12.2020).

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delivery such a notice.

3. Termination of access. Once this Agreement ends, by early termination or otherwise, the Licensor may terminate access to the Licensed Materials by Licensee, Participating Institutions and Authorized users, subject to Section XII, below. In addition, authorized copies of Licensed Materials made by Authorized Users may be retained for educational purposes and used subject to the terms of this Agreement.
4. Refunds. In the event of early termination permitted by this Agreement, except for termination for a material breach by the Licensee, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

## XII. Perpetual Rights

1. Perpetual License. Notwithstanding anything else in the Agreement, Licensor grants to Licensee and Participating Institutions a nonexclusive, royalty-free, system-wide perpetual license limited to the territory of Czech Republic to use any Licensed Materials that were subscribed to or for which a perpetual license fee has been paid during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which Licensee and/or Participating Institutions shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement. If the Licensor's means of access is not available, the Licensee and/or Participating Institutions may provide substantially equivalent access to the Licensed Materials by use of an archival copy or by engaging the services of third-party trusted archives (such as Portico) and/or participating in collaborative archiving endeavors to exercise its perpetual use rights.
2. Archival Copy. Licensor shall provide to Licensee upon request, or Licensee may create, one (1) copy of the entire set of Licensed Materials to be maintained as an archival copy. The archival copy from the Publisher shall be provided without any DRM in a mutually agreeable medium suitable to the content, and any fees for provision of copies will be on a time and materials basis only.
3. In the event the Licensor discontinues or suspends selling or licensing the Licensed Materials, the Licensee and Participating Institutions may use such archived Licensed Materials under the same terms as defined by this Agreement. If Licensee has a backup copy of the Licensed Materials as defined in Section IV, the backup copy may be used as an archival copy.
4. Third Party Archiving Services. Licensor and Licensee acknowledge that either party may engage the services of third-party trusted archives and/or participate



in collaborative archiving endeavors to exercise Licensee's rights under this section of the Agreement. Licensor agrees to cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Materials available for archiving purposes. Licensee and/or Participating Institutions may perpetually use a third-party trusted system or collaborative archive to access or store the Licensed Materials, so long as Licensee's and Participating Institutions' use is under the same terms as this Agreement.

5. In the event the Licensor discontinues or changes the terms of its participation in a third-party archiving service, the Licensor shall notify the Licensee in advance, and shall in good faith seek to establish alternative arrangements for trusted archiving and perpetual access to the Licensed Materials.

### XIII. Warranties

1. Licensor warrants that it has all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee and the Participating Institutions for the purposes and terms outlined in this Agreement, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party. Licensor warrants that is authorized to fulfil any of his obligations set out in this Agreement and that this is ensured in the contract concluded with the Publisher.
2. Accessibility Requirements. Licensor warrants that the Licensed Materials comply with Publishers country of origin laws and regulations, and conform to the accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.0 at level AA or Rules of accessible web creation<sup>5</sup> based on Czech Republic Act. 365/2000 Coll. and Act. 81/2006 Coll. Licensor agrees to promptly respond to and resolve any complaint regarding accessibility of Licensed Materials.<sup>6</sup>

### 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

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<sup>5</sup> <http://www.pravidla-pristupnosti.cz>

<sup>6</sup> <http://www.w3.org/WAI/guid-tech.html>



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 in this Agreement are applicable as a whole to the all Licensed Materials listed in the Appendix B, unless the Appendix D (Cards of the Licensed Materials) set out otherwise. In the Appendix D the exceptions to the conditions of this Agreement in relation to the respective Licensed Materials (Card of the Licensed Material) are stated. The provisions of Appendix D of this Agreement are prior to the provisions of this Agreement. If the Appendix D stated otherwise, the wording of Appendix D prevails.

## 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.  
Klimentska 1746/52  
110 00 Praha 1  
Czech Republic  
Email: [info.cr@ebSCO.com](mailto: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](mailto: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:

[Redacted Signature]

[Redacted Date]

BY:

Signature of Authorized Signatory of Supplier

DATE:

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

LICENSEE:

[Redacted Signature]

[Redacted Date]

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: ATLA Religion Database with ATLA Serials

- **Number of titles:** Full-text content from more than 320 journals (more than 2,2 million records)
  - **Dates covered:** coverage dates back to 1444
- Description:** ATLA Religion Database® (ATLA RDB®) with ATLASerials® (ATLAS®) combines the premier index to journal articles, book reviews, and collections of essays in all fields of religion with ATLA's online collection of more than 320 major religion and theology journals. This database is produced by the American Theological Library Association.

### RILM Abstracts of Music Literature with Full Text

- **Number of titles:** more than 200 full-text journals
- **Dates covered:** full-text coverage dates back to 1923
- **Description:** RILM Abstracts of Music Literature with Full Text includes approximately one million pages of full-text content from more than 200 periodicals from 50 countries in 40 languages, published from the early 20th century to the present. Most coverage commences with the first issue of the journal and includes cover-to-cover full text for every included title. Therefore, in addition to scholarly articles and reviews, the database includes obituaries, editorials, correspondence, advertisements, news items, and more.

### RILM Abstracts of Music Literature

- **Number of titles:** more than 850,000 records from over 10,000 journals
- **Dates covered:** coverage dates back to 1568

**Description:** RILM Abstracts of Music Literature features a wealth of content from the early 1800s through the present with some content coverage extending back as far as the late 18th century. Updated monthly, the database includes coverage of relevant articles from more than 10,000 journals, many of which are not specifically devoted to music. RILM Abstracts of Music Literature also includes nearly 850,000 records with over 52,000 new records are added every year.

### MathSciNet of EBSCOhost

**Number of titles:** more than 3.2 million items

**Dates covered:** Bibliographic data from retrodigitized articles dates back to the early 1800s

**Description:** This electronic publication of the American Mathematical Society (AMS) offers access to a carefully maintained and easily searchable database of reviews, abstracts and bibliographic information for mathematical sciences literature. Content includes also expert-written reviews of mathematical literature. Continuing in the tradition of the paper publication, Mathematical Reviews (MR), which was first published in 1940, experts are selected by a staff of professional mathematicians to write reviews of the current published literature. Over 100,000 new items are added to the database each year. Extending the MR tradition, MathSciNet contains millions of items and direct links to original articles from over 1,800 journals.



### American Mathematical Society Journals

Includes journals listed below:

- **Journal of the AMS**  
Dates covered: 1988-present  
Description: pure & applied math
- **Mathematics of Computation**  
Dates covered: 1943-present  
Description: numerical analysis, computational discrete mathematics
- **Proceedings of the AMS**  
Dates covered: 1950-present  
Description: pure & applied math
- **Transactions of the AMS**  
Dates covered: 1900-present  
Description: pure & applied math
- **Memoirs of the AMS**  
Dates covered: 1950-present  
Description: pure & applied math
- **Transactions of the Moscow Mathematical Society**  
Dates covered: 2004-present  
Descriptions: pure mathematics
- **St. Petersburg Mathematical Journal**  
Dates covered: 2004-present  
Description: Algebra and Analysis
- **Theory of Probability & Mathematical society**  
Dates covered: 2004-present  
Description: Theory of Imaginations and Mathematics Statistics
- **Sugaku Expositions**  
Dates covered: 2017-present  
Description: variety of current areas of research

### On-line periodicals of The JAMA Network

**JAMA - Journal of the American Medical Association**

ISSN Online: 1538-3598

2016 Impact Factor: 44.41

Editor: Howard Bauchner, MD

Since 1883, physicians and health care professionals around the world have turned to JAMA for groundbreaking research and insightful commentary from leaders in medicine and health care. As one of the most widely circulated peer-reviewed general medical journals in the world, JAMA provides readers with essential medical information and a unique forum for discussions shaping the future of medical practice and public health.



### **JAMA Dermatology**

ISSN Online: 1538-3652

2016 Impact Factor: 5.82, ranking third among dermatology journals.

Editor: June K. Robinson, MD

JAMA Dermatology publishes peer-reviewed information concerning a broad range of issues relating to the skin and its conditions – clinical studies, surgical therapeutics, techniques, and breakthrough treatments.

### **JAMA Facial Plastic Surgery**

ISSN Online: 2168-6092

2016 Impact Factor: 2.70, one of the highest in the disciplines of aesthetic and reconstructive surgery.

Editor: John S. Rhee, MD, MPH

JAMA Facial Plastic Surgery is the preeminent journal for all medical specialties that perform cosmetic and reconstructive surgery on the face, including facial plastic surgery, dermatology, oculoplastic surgery, maxillofacial surgery, and plastic surgery. It is the official publication for the American Academy of Facial Plastic and Reconstructive Surgery, the European Academy of Facial Plastic Surgery, and the International Federation of Facial Plastic Surgery Societies.

### **JAMA Psychiatry**

ISSN Online: 2168-6238

2016 Impact Factor: 15.31, ranking highest among the major psychiatry journals.

Editor: Dost Öngür, MD, PhD

Each month JAMA Psychiatry delivers state-of-the-art original studies and diverse commentary on the interplay between psychiatric disorders and physical health, human behavior, and emerging therapies.

### **JAMA Internal Medicine**

ISSN Online: 2168-6114

2016 Impact Factor: 16.54, ranking second among internal medicine journals and sixth among 156 general medical journals.

Editor: Rita F. Redberg, MD, MSc

JAMA Internal Medicine delivers high-impact, peer-reviewed advances in internal medicine focusing on original research, reviews, and controversies in the field. Covering a broad range of topics, the journal publishes essential information for informed decision making.

### **JAMA Neurology**

ISSN Online: 2168-6157

2016 Impact Factor: 10.03, one of the highest ranking among clinical neurology journals.

Editor: S. Andrew Josephson, MD

JAMA Neurology provides an international perspective on a wide range of topics from leading centers of neurological research through peer-reviewed information, forums, and features.





### **JAMA Ophthalmology**

ISSN Online: 2168-6173

2016 Impact Factor: 5.63, one of the highest in ophthalmology.

Editor: Neil Bressler, MD

JAMA Ophthalmology draws on academic, scientific, and clinical experts for a broad range of clinical and laboratory science articles, clinical trials, reviews, commentaries, and a wide range of special features.

### **JAMA Otolaryngology-Head & Neck Surgery**

ISSN Online: 2168-619X

2016 Impact Factor: 2.95, ranking highest among general otolaryngology journals.

Editor: Jay F. Piccirillo, MD

JAMA Otolaryngology – Head & Neck Surgery publishes clinical and basic research from around the world on diseases of the head and neck. It is the official publication for the American Head and Neck Society and the American Academy of Facial Plastic and Reconstructive Surgery, Inc.

### **JAMA Pediatrics**

ISSN Online: 2168-6211

2016 Impact Factor: 10.25, the highest-ranking pediatric journal in the world.

Editor: Dimitri A. Christakis, MD, MPH

JAMA Pediatrics offers original studies, editorials, systematic reviews, commentaries, case studies, and updates on clinical science and practice management, in addition to a variety of special features.

### **JAMA Surgery**

ISSN Online: 2168-6262

2016 Impact Factor: 7.96, ranking second among general surgery journals.

Editor: Melina R. Kibbe, MD

JAMA Surgery publishes peer-reviewed research, commentaries, illustrations, and special articles that keep readers up-to-date on important advances in the field, from surgical techniques to optimizing patient care. It is the official publication for the Association of VA Surgeons, Pacific Coast Surgical Association, and the Surgical Outcomes Club.

### **JAMA Cardiology**

ISSN Online: 2380-6591

Editor: Robert O. Bonow, MD, MS

JAMA Cardiology is a peer-reviewed journal dedicated to publishing exceptional original research, state-of-the-art reviews, and informative opinion that will advance the science and practice of cardiology, enhance cardiovascular health, and inform health care policy. Led by Editor in Chief Robert O. Bonow, MD, MS, of Northwestern University Feinberg School of Medicine, JAMA Cardiology focuses on all aspects of cardiovascular medicine, including epidemiology and prevention, diagnostic testing, interventional and



pharmacologic therapeutics, translational research, health care policy and outcomes, and global health.

**JAMA Oncology**

ISSN Online: 2374-2445

2016 Impact Factor: 16.56, one of the highest ranking among oncology journals.

Editor: Mary L. (Nora) Disis, MD

Led by Editor in Chief Mary L. (Nora) Disis, MD, FACP, of the University of Washington, JAMA Oncology features pivotal new findings and fosters productive debate among academicians, clinicians, and trainees in the fields of medical, surgical, and radiation oncology. JAMA Oncology is committed to publishing influential original research, opinions, and reviews that advance the science of oncology and improve the care of patients with cancer.

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

**Access Conditions:** Unlimited simultaneous user systemwide perpetual access. For JAMA titles: Unlimited simultaneous user perpetual access. For the purpose of clarity, perpetual access is granted for years actually purchased.

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

**Fees and Negotiated Discounts:**

- Total Fee: 851 333,-USD
- License Fee / year:

YEAR	FEE
2018	\$ 159 235
2019	\$ 161 467
2020	\$ 168 912
2021	\$ 176 741
2020	\$ 184 978

**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](http://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 [faktury@techlib.cz](mailto:faktury@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. Fulfillment 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.

#### **Add-on Products and Negotiated Discounts (for JAMA titles):**

**Deeply Discounted Print (DDP) Titles:** Print subscriptions shall be optionally available to Participating Institution's at the following rates:

- Subscribed Titles: \$456USD per title.
- Unsubscribed Titles: N/A



## 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.

YEAR	ATLA/ATLAS	RILM	RILM with Full Text	MathSciNet
2018	\$ 18 640	\$ 13 806	\$ 36 661	\$ 37 761
2019	\$ 20 224	\$ 9 406	\$ 38 439	\$ 39 272
2020	\$ 21 943	\$ 9 877	\$ 40 303	\$ 40 843
2021	\$ 23 809	\$ 10 371	\$ 42 258	\$ 42 476
2022	\$ 25 832	\$ 10 889	\$ 44 308	\$ 44 175
<b>TOTAL</b>	<b>\$ 110 448</b>	<b>\$ 54 349</b>	<b>\$ 201 969</b>	<b>\$ 204 527</b>

YEAR	JAMA	AMS Journals
2018	\$ 33 572	\$ 18 795
2019	\$ 34 579	\$ 19 547
2020	\$ 35 617	\$ 20 329
2021	\$ 36 685	\$ 21 142
2022	\$ 37 786	\$ 21 988
<b>TOTAL</b>	<b>\$ 178 239</b>	<b>\$ 101 801</b>

<b>ATLA Religion Database with ATLA Serials</b>	Jihočeská univerzita v Českých Budějovicích Masarykova univerzita Univerzita Karlova v Praze Univerzita Palackého v Olomouci
<b>RILM Abstract of Music Literature</b>	Knihovna města Hradce Králové Masarykova univerzita
<b>RILM Abstract of Music Literature with Full Text</b>	Městská knihovna v Praze Národní knihovna České republiky Národní muzeum Univerzita Palackého v Olomouci
<b>MathSciNet on EBSCOhost</b>	České vysoké učení technické v Praze Masarykova univerzita Matematický ústav AV ČR, v.v.i. Slezská univerzita v Opavě Univerzita Karlova v Praze Ústav informatiky AV ČR, v.v.i.



<b>AMS Journals</b>	Ústav teorie informace a automatizace AV ČR, v.v.i.
	Vysoké učení technické v Brně
	Západočeská univerzita v Plzni
	Ústav teorie informace a automatizace AV ČR, v.v.i.
	České vysoké učení technické v Praze
	Masarykova univerzita
	Univerzita Karlova v Praze
	Matematický ústav AV ČR, v.v.i.
	Slezská univerzita v Opavě
	Ústav informatiky AV ČR, v.v.i.
	Vysoké učení technické v Brně
<b>On-line periodicals of The JAMA Network</b>	Masaryk University
	St. Anne's University Hospital Brno
	University of Ostrava (medical school and affiliated hospital)

### RILM Abstract of Music Literature

Institution	2018	2019	2020	2021	2022
Knihovna města Hradce Králové					
Masarykova univerzita					

### RILM Abstract of Music Literature with Full Text

Institution	2018	2019	2020	2021	2022
Městská knihovna v Praze					
Národní knihovna České republiky					
Národní muzeum					
Univerzita Palackého v Olomouci					

### ATLA religion Database with ATLA Serials

Institution	2018	2019	2020	2021	2022
Jihočeská univerzita v Českých Budějovicích					
Masarykova univerzita					
Univerzita Karlova v Praze					
Univerzita Palackého v Olomouci					



## MathSciNet on EBSCOhost

Institution	2018	2019	2020	2021	2022
České vysoké učení technické v Praze					
Masarykova univerzita					
Matematický ústav AV ČR, v.v.i.					
Slezská univerzita v Opavě					
Univerzita Karlova v Praze					
Ústav informatiky AV ČR, v.v.i.					
Ústav teorie informace a automatizace AV ČR, v.v.i.					
Vysoké učení technické v Brně					
Západočeská univerzita v Plzni					

## AMS Journals

Institution	2018	2019	2020	2021	2022
Ústav teorie informace a automatizace AV ČR, v.v.i.					
České vysoké učení technické v Praze					
Masarykova univerzita					
Univerzita Karlova v Praze					
Matematický ústav AV ČR, v.v.i.					
Slezská univerzita v Opavě					
Ústav informatiky AV ČR, v.v.i.					
Vysoké učení technické v Brně					
<b>TOTALS</b>					

## On-line periodicals of The JAMA Network

Institution	2018	2019*	2020*	2021*	2022*
Masaryk University					
St. Anne's University Hospital Brno					
University of Ostrava (medical school and affiliated hospital)					
<b>TOTALS:</b>					

\*projected 3% cap



## Appendix C: IP Addresses

ATLA		
#	Institution	IP ranges
1.	University of South Bohemia in České Budějovice	160.217.0.0 - 160.217.255.255
2.	Masaryk University	147.251.*.*
3.	Charles University	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
4.	Palacký University Olomouc	158.194.0.0.-158.194.255.255

RILM		
#	Institution	IP ranges
1.	Hradec Králové City Library	195.113.185.137 195.113.185.138 195.113.185.139 195.113.185.142
2.	Masaryk University	147.251.*.*
3.	Municipal Library of Prague	195.113.180.192 - 195.113.180.255
4.	National Library of the Czech Republic	195.113.132.25 195.113.132.33 195.113.132.71 195.113.132.224-239 195.113.134.1 195.113.134.104-111
5.	National Museum	109.81.193.195 193.165.174.129 195.113.142.186 195.113.142.190 195.113.149.66 80.188.207.111 80.92.244.52 83.208.225.228 83.208.43.149





	88.101.0.245 94.230.146.243
6. Palacký University Olomouc	158.194.0.0.-158.194.255.255

### MathSciNet on EBSCOhost

#	Institution	IP ranges
1.	Czech Technical University in Prague	147.32.*.*
2.	Masaryk University	147.251.*.*
3.	Institute of Mathematics of the Czech Academy of Sciences	147.231.88.0/23
4.	Silesian University in Opava	193.84.192.0 - 193.84.223.255
5.	Charles University	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 Mathematics and Physics (MFF)	195.113.10.0 - 195.113.10.255 195.113.16.0 - 195.113.35.255 78.128.192.0 - 78.128.199.255
6.	Institute of Computer Science of the CAS, v. v. i.	147.231.6.9 147.231.6.8 147.231.6.10 147.231.6.11
7.	Institute of Information Theory and Automation	147.231.12.9 147.231.12.84 147.231.1.0/26 147.231.1.128/25 147.231.10.0/25 147.231.12.0/22 147.231.16.0/24 147.231.160.0/24
8.	Brno University of Technology	147.229.*.*
9.	University of West Bohemia	147.228.*.*



## American Mathematical Society Journals

Institution	IP ranges
Czech Technical University in Prague	147.32.*.*
Masaryk University	147.251.*.*
Institute of Mathematics of the Czech Academy of Sciences	147.231.88.0/23
Silesian University in Opava	193.84.192.0 - 193.84.223.255
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 Mathematics and Physics (MFF)	195.113.10.0 - 195.113.10.255 195.113.16.0 - 195.113.35.255 78.128.192.0 - 78.128.199.255
Institute of Computer Science of the CAS, v. v. i.	147.231.6.9 147.231.6.8 147.231.6.10 147.231.6.11
Institute of Information Theory and Automation	147.231.12.9 147.231.12.84 147.231.1.0/26 147.231.1.128/25 147.231.10.0/25 147.231.12.0/22 147.231.16.0/24 147.231.160.0/24
Brno University of Technology	147.229.*.*

## On-line periodicals of The JAMA Network

Participating Institution	IP addresses
Masaryk University	147.251.*.*
St. Anne's University Hospital Brno	195.113.158.192 - 195.113.158.255
University of Ostrava (medical school and affiliated hospital)	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 - 195.113.209.63 195.113.148.0/27 195.113.209.64/26 195.113.209.192/29 195.113.209.200/29 62.168.16.124/30 193.86.94.32/28 109.224.71.168/29 109.224.90.192/27 46.13.15.72/29



## Appendix D: Cards of the Licensed Materials

1.

Name of the Licensed Material:

- **ATLA religion Database with ATLA Serials**
- **RILM Abstract of Music Literature**
- **RILM Abstract of Music Literature with Full Text**
- **MathSciNet on EBSCOhost**

Publisher of the Licensed Material:

- **The American Theological Library Association**
- **Répertoire International de Littérature Musicale**
- **The American Medical Association**

Exceptions to the content of the Agreement:

A) The contracting parties agreed the paragraph I/4 will be modified as follows:

Grant of License. Licensor hereby grants to Licensee and Participating institutions a non-exclusive, non-transferable (except the following sublicenses), system-wide right limited to the territory of Czech Republic. The Licensee is entitled to grant the sublicenses to Participating Institutions. The Licensor entitles Licensee to access and use the Licensed Materials, and to provide the Licensed Materials to Authorized Users (which are defined in Section IV below) of the Participating Institutions (which are listed in the Appendix B) in accordance with the terms of this Agreement.

B) The contracting parties agreed the paragraph IV/3 will be modified as follows:

Authorized Uses. Licensee, Participating Institutions and Authorized Users may make all use of the Licensed Materials as is consistent with applicable copyright law and with these licensing conditions. In addition, subject to any restrictions included in the disclaimer attached at the end of any given document accompanying the Licensed Materials may be used for purposes of research, education or other non-commercial use as follows:

C) The contracting parties explicitly exclude the application of the paragraph IV/3.5.

D) The contracting parties agreed the paragraph IV/3.9 will be modified as follows: Course Packs (Electronic). Licensee, the Participating Institutions and Authorized Users may create links to a reasonable portion of the Licensed Materials in electronic Course Packs or other educational materials.



E) The contracting parties agreed the paragraph IV/3.13 will be modified as follows:

Text and Data Mining. With Licensor's consent, where Licensor is able to give such consent not to be unreasonably withheld, Authorized Users may use the Licensed Materials to perform and engage in text and/or data mining activities for academic research, scholarship, and other educational purposes. The scope of these text and data mining activities shall be authorized at Licensor's discretion and documented in writing.

F) The contracting parties agreed the paragraph IV/4 will be modified as follows:

**No Diminution of Rights.** Licensee, Participating Institutions, and Authorized Users agree to abide by applicable copyright law as well as by any contractual restrictions, copyright restrictions, or other restrictions provided by publishers and specified in the Licensed Materials. Notwithstanding the foregoing, nothing in this Agreement, shall be interpreted to diminish the rights and privileges of the Licensee, Participating Institutions or Authorized Users with respect to any of the Licensed Materials, including exceptions or limitations to the exclusive rights of copyright owners such as Materials in the public domain or issued under open or Creative Commons license.

G) The contracting parties explicitly exclude the application of the paragraph IV/5 through IV/7.4.

H) The contracting parties agreed the paragraph V/4 will be modified as follows:

Commercial Purposes. Licensee, the Participating Institutions and Authorized Users may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials, fee-for-service use of the Licensed Materials; nor may Licensee and the Participating Institutions impose special charges on Authorized Users for use of the Licensed Materials beyond reasonable printing or administrative costs. For the avoidance of doubt, research conducted by Licensee, the Participating Institutions that is supported by a commercial entity shall not be considered use for commercial purposes.

I) The contracting parties agreed the paragraph VI/1 will be modified as follows:

**Notification and Cure of Unauthorized Use.** In the event the Licensee and/or any of the Participating Institutions has notice of an unauthorized use of the Licensed Materials and cannot promptly remedy it, the Licensee or Participating Institution shall promptly notify the Licensor. In the event the Licensor has notice of unauthorized use of the Licensed Materials, the Licensor will promptly notify Licensee and respective Participating Institution.

J) The contracting parties agreed the paragraph VI/2 will be modified as follows:

In the case of unauthorized use which is causing serious and immediate material harm to the Licensor, Licensor may temporarily suspend such offending individual Authorized User's access to the Licensed Materials (e.g. by blocking an individual user's IP address),



provided that Licensor immediately notifies the Licensee and Participating Institution of any such suspension, including the reason for the block and any supporting details. Such temporary suspensions will be of the shortest duration possible sufficient to terminate the alleged unauthorized activity and prevent its resumption. Any unauthorized use that is considered a breach of obligations under this Agreement shall be subject to Section XI, below, including the cure period.

K) The contracting parties agreed the paragraph VII/5 will be modified as follows:

**Discovery of Licensed Materials.** Licensor shall, where it is permitted to do so and, subject to any restrictions placed by the publishers, to make Materials available through Licensee's and/or Participating Institutions' Discovery Service System(s) for indexing and discovery purposes.

L) The contracting parties explicitly exclude the application of the paragraph VII/14 through VII/19.

M) The contracting parties agreed the paragraph VII/20 will be modified as follows:

**Notification of Modifications of Licensed Materials and Withdrawal.** From time to time Licensor may add, change, or modify portions of the Licensed Materials, or migrate the Licensed Materials to other formats. Licensor reserves the right to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. When such changes, modifications, withdrawal (where the withdrawal is at the title level rather than the item level) or migrations occur in larger quantities, the Licensor shall give notice of any such changes to Licensee as soon as is practicable. If any such withdrawal takes place in the Licensed Materials, the Licensor will use reasonable efforts in order to substitute the withdrawn content with another of an equivalent value in order to keep the usefulness of the Licensed Material on at least the same level for the Licensees.

N) The contracting parties agreed the paragraph VII/21 will be modified as follows:

**Itemized Holdings/Title List.** The Licensor will provide to the Licensee, prior to the beginning of the calendar year within the current itemized holdings report that specifies the titles included in the Licensed Materials for the next subscription term. Licensor will use reasonable efforts to update itemized holdings reports once per year, and will provide this information to Discovery Service Systems in a timely manner and to Licensee on request. If the Licensed Materials include content covered by the NISO Knowledge Bases And Related Tools (KBART) Recommended Practice, Licensor will provide itemized holdings lists for the Licensed Materials in KBART-compliant format, including a column/field for dates (YYYY-MM) of additions.

O) The contracting parties explicitly exclude the application of the paragraph VII/30 through VII/32.

P) The contracting parties explicitly exclude the application of the paragraph XI/1.

Q) The contracting parties agreed the paragraph XI/4 will be modified as follows:

**Refunds.** In the event of early termination permitted by this Agreement, except for termination for a material breach by the Licensee, Licensee shall be entitled to a refund of an adequate compensation agreed by the both sides.

R) The contracting parties explicitly exclude the application of the paragraph XII/1 through XII/5.

S) The contracting parties agreed the paragraph XIII/2 will be modified as follows:

**Accessibility Requirements.** Licensor warrants that 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.<sup>7</sup>

2.

Name of the Licensed Material: **American Mathematical Society Journals**

Publisher of the Licensed Material: **American Mathematical Society**

Exceptions to the content of the Agreement:

A) The contracting parties agreed the paragraph IV / 2.1 will be modified as follows:

**IP Addresses.** Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by Licensee to Licensor. The use of proxy servers is authorized as long as any proxy server IP addresses provided limit remote or off-campus access to Authorized Users. Authorized IP Addresses are listed in Appendix C. An updated list will be sent to Licensor on an annual or as needed basis.

B) The contracting parties agreed the paragraph IV / 3.1 will be modified as follows:

**Display.** Only authorized users of the Licensee and Participating Institutions shall have the right to electronically display the Licensed Materials.

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<sup>7</sup> <http://www.w3.org/WAI/guid-tech.html>

C) The contracting parties agreed the paragraph IV / 3.5 will be modified as follows:

**Archival/Backup Copy.** No back-up copy of the content is allowed. Participating institutions are entitled to perpetual access to the year's subscribed to on the Publisher's server. Archival copies are also available via the dark archives of PORTICO and CLOCKSS. No copy can be made by the Licensee or provided by the Licensor.

D) The contracting parties agreed the paragraph IV / 3.8 will be modified as follows:

**Collections of Information.** Licensee, the Participating Institutions and Authorized Users shall be permitted to extract or use information contained in the Licensed Materials for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis. Republication of the licensed materials is not acceptable use with respect to this provision.

E) The contracting parties explicitly exclude the application of the paragraph IV/3.13.

F) The contracting parties agreed the paragraph V / 1 will be modified as follows:

**Unauthorized Use.** Licensee, the Participating Institutions, or Authorized Users shall not knowingly permit anyone other than Authorized Users to access the Licensed Materials. The downloading of an entire journal issue or complete journal volume in a systematic fashion is strictly prohibited. Automated searching or downloading, by use of scripted searches, robots, spiders, crawlers, or otherwise, is prohibited.

G) The contracting parties agreed the paragraph VII / 5 will be modified as follows:

**Discovery of Licensed Materials.** Licensor shall make reasonable effort, where it is permitted to do so and, subject to any restrictions placed by the publishers, to make the Licensed Materials available through Licensee's and/or Participating Institutions' Discovery Service System(s) for indexing and discovery purposes.

H) The contracting parties explicitly exclude the application of the paragraph VII/ 8.

I) The contracting parties agreed the paragraph VII/ 9. will be modified as follows:

**Support.** Licensor will offer reasonable levels of continuing support to assist Licensee, Participating Institutions and Authorized Users in use of the Licensed Materials. Licensor will make its personnel available by email [support@ebsco.com](mailto:support@ebsco.com) and/or phone +420 234 700 600 during cross section of Licensor's and Licensee's and/or Participating Institutions' regular business hours, Monday through Friday, for feedback, problem-solving, or general questions and will respond in a timely manner. AMS electronic journals include online documentation. In addition, the AMS will provide the Licensee and Participating Institutions with email and/or telephone support service during AMS's normal business hours (Monday-Friday, 9:00am to 4:00 p.m., ET). The email address for



support questions is [eprod-support@ams.org](mailto:eprod-support@ams.org); the telephone number for support is 800-321-4267.

J) The contracting parties explicitly exclude the application of the paragraph VII/ 10.

K) The contracting parties agreed the paragraph VII/12 will be modified as follows:

**Quality of Service.** Licensor shall use reasonable efforts to ensure that the Publisher's server or servers have sufficient capacity and rate of connectivity to provide the Licensee, Participating Institutions and their Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in the Licensee's and Participating Institutions locale. Licensor shall ensure that the Publisher shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to server maintenance; software installation or testing; loading or making available additional Licensed Materials as they become available; and unavailability because of service or equipment failure outside the control of Licensor (including problems with public or private telecommunications services, or Internet nodes or facilities). Licensor shall ensure that Publisher may schedule brief unavailability periods provided (1) and that Publisher will use commercially reasonable effort to give at least forty-eight (48) hour notice to Licensee, except for short downtimes for maintenance, and (2) in ways and at times that minimize inconvenience to Licensee, Participating Institutions and its Authorized Users, regardless of when notice has been given.

L) The contracting parties explicitly exclude the application of the paragraph VII/16. M) The contracting parties explicitly exclude the application of the paragraph VII/17.

N) The contracting parties agreed the paragraph VII/18 will be modified as follows:

**Notification of Modifications of Licensed Materials.** From time to time Publisher may add, change, or modify portions of the Licensed Materials, or migrate the Licensed Materials to other formats. When such changes, modifications, or migrations occur, the Licensor shall give notice of any substantial changes to Licensee as soon as is practicable, but in no event less than sixty (60) days in advance of modification. Such a notice may also be given directly by the Publisher to the Licensee.

O) The contracting parties agreed the paragraph VII/22 will be modified as follows:

**Usage Statistics.** Licensor shall use reasonable efforts to provide both composite system-wide use data and itemized data for Licensee and Participating Institutions. Statistics shall meet or exceed the most recent project Counting Online Usage of Networked Electronic Resources (COUNTER) Code of Practice Release,<sup>8</sup> including but not limited to its provisions on customer confidentiality. When a release of a new COUNTER Codes of Practice is issued, Licensor shall comply with the implementation time frame

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<sup>8</sup> [http://www.projectcounter.org/code\\_practice.html](http://www.projectcounter.org/code_practice.html)



specified by COUNTER to provide use statistics in the new standard format. It is more than desirable that the Standardized Usage Statistics Harvesting Initiative (SUSHI) Protocol<sup>9</sup> is available for the Licensee to harvest the statistics.

P) The contracting parties explicitly exclude the application of the paragraph VII/28.

Q) The contracting parties explicitly exclude the application of the paragraph VII/29.

R) The contracting parties agreed the paragraph VIII/4 will be modified as follows:

The Licensee undertakes to ensure and guarantee that Participating institutions shall comply with the terms of this Agreement and shall use the Licensed Materials in accordance with the license terms set out in this Agreement and shall observe their duties set out in this Agreement. The Licensee undertakes to ensure that the Participating institutions shall secure following the license terms by the end/Authorized Users.

The Licensee shall make best effort to secure that Participating Institutions or Authorized Users acknowledge that they have no claim to ownership by reason of its use of or access to AMS electronic journals. Downloading of data is permitted solely for Participating Institutions or Authorized Users's internal use to the same extent as the printed version of the publication. Recompiling, publication or republication of the data, or any portion thereof, in any form or medium whatsoever, may be done only with specific written permission from the AMS.

S) The contracting parties explicitly exclude the application of the paragraph XII/2.

T) The contracting parties explicitly exclude the application of the paragraph XII/4.

U) The contracting parties agreed the paragraph XIII/2 will be modified as follows:

Licensors warrants that Publisher shall make best effort to comply with Voluntary Product Accessibility Template, Section 1194.22 Web-based Internet information and applications.

V) The contracting parties explicitly exclude the application of the paragraph XIII/2.

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<sup>9</sup> <http://www.niso.org/workrooms/sushi/>

3.

Name of the Licensed Material: **On-line periodicals of The JAMA Network**

Publisher of the Licensed Material: **American Medical Association**

Exceptions to the content of the Agreement:

A) The contracting parties agreed the paragraph I/4 will be modified as follows:

Grant of License. Licensor hereby grants to Licensee a non-exclusive, non-transferable (except the following sublicenses), perpetual right to content subscribed to and produced during the term of the Agreement and limited to the territory of Czech Republic. The Licensee is entitled to grant the sublicenses to Participating Institutions under the license conditions set out in this Agreement. The Licensor entitles Licensee to access and use the Licensed Materials, and to provide the Licensed Materials to the Participating Institutions and their Authorized Users (which are defined in Section IV below) of the Participating Institutions (which are listed in the Appendix B) in accordance with the terms of this Agreement.

B) The contracting parties explicitly exclude the application of the paragraph IV/3.5.

C) The contracting parties explicitly exclude the application of the paragraph IV/3.13.

D) The contracting parties agreed the paragraph IV/3.14 will be modified as follows:

Interlibrary Loan. Using electronic, paper, or intermediated means, Licensee and the Participating Institutions at their discretion may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan ("ILL"). Licensor agrees that the electronic form of the Licensed Materials may be used as a source for the ILL whereby articles and/or chapters can be printed and these print copies can be delivered via postal mail, fax, or fax-based service to fulfill ILL requests from an academic, research or other non-commercial library. Requests received from for-profit companies may not be honored. ILL through secure electronic transmission, as demonstrated by the ARIEL, is permitted. Files transmitted in this manner must carry the original copyright notices and comply with copyright laws of Czech Republic.

E) The contracting parties agreed the paragraph IV/3.15 will be modified as follows:

Bibliographic Citations. Licensee, the Participating Institutions and Authorized Users may use, with appropriate credit, brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly, and educational works. For the avoidance of doubt, Licensee, the Participating Institutions and Authorized Users may use citation and abstract information in faculty profiling systems, in lists of publications on faculty and institutional web pages, and to create bibliographies, and store a single copy of an individual document being part of the Licensed Materials, including within secure personal bibliographic reference/citation management systems.



F) The contracting parties agreed the paragraph VII/2 will be modified as follows:

The Licensor is obliged to acquaint the Publisher with the content of this Agreement. Licensor is obliged to ensure that all the Licensor's obligations under this Agreement shall be met and that any negotiation of the Publisher shall not prevent it from fulfilling its obligation.

G) The contracting parties agreed the paragraph VII/13 will be modified as follows:

Problems with Licensed Materials. If the Licensed Materials fail to operate, display, load, or render in conformance with the terms of this Agreement, Licensee shall immediately notify Licensor, and Licensor shall promptly use best efforts to restore access to the Licensed Materials as soon as possible. In the event that the non-conformity materially affects the Licensee's, Participating Institutions' or Authorized Users' use of the Licensed Materials, and Licensor fails to repair the nonconformity within fifteen (15) business days, Licensor shall reimburse Licensee for such problems in an amount that is proportional to the Fees annually paid by Licensee under this Agreement.

H) The contracting parties explicitly exclude the application of the paragraphs VII/15-17.

I) The contracting parties agreed the paragraph VII/20 will be modified as follows:

If any such withdrawal reasonably renders the Licensed Materials less useful to Licensee, the Participating Institutions or their Authorized Users, Licensor shall reimburse Licensee for the withdrawal in an amount proportional to the total Fees owed by Licensee for the Licensed Materials under this Agreement. If any such withdrawal renders the Licensed Materials substantially less useful to Licensee, the Participating Institutions or their Authorized Users, Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions in Section XI, below.

J) The contracting parties agreed the paragraph VII/22 will be modified as follows:

Usage Statistics. Licensor shall make available both composite system-wide use data and itemized data for Licensee, Participating Institutions, individual campuses and labs, on a monthly basis. Statistics shall meet or exceed the most recent project Counting Online Usage of Networked Electronic Resources (COUNTER) Code of Practice Release, including but not limited to its provisions on customer confidentiality. When a release of a new COUNTER Codes of Practice is issued, Licensor shall comply with the implementation time frame specified by COUNTER to make available use statistics in the new standard format. It is more than desirable that the Standardized Usage Statistics Harvesting Initiative (SUSHI) Protocol is available for the Licensee to harvest the statistics.



K) The contracting parties agreed the paragraph VII/23 will be modified as follows:

Licensor shall not provide Licensee's usage statistics in any form to any third party without the Licensee's written authorization, unless the third party owns rights in the Licensed Materials or is the party hosting Publisher's platform on which the Licensed Materials are made available to Authorized Users. Licensor shall not provide usage statistics of any Participating Institution in any form to any third party with the exception of the Licensee without the Participating Institution's written authorization, unless the third party owns rights in the Licensed Materials. In all cases, the disclosure of such data shall fully protect the anonymity of individual users and the confidentiality of their searches, and will comply with all applicable privacy laws. The Licensor shall not disclose or sell to other parties usage data or information about the Licensee, any Participating Institution or their Authorized Users without the Licensee's and/or Participating Institution's written permission or as required by law.

L) The contracting parties agreed the paragraph VII/26 will be modified as follows:

Use of Digital Watermarking Technology. In the event that Publisher utilizes any type of watermarking technology for any element of the Licensed Materials, Licensor is obliged to ensure that Publisher agrees that watermarks will not reduce readability of content and will not degrade image quality. These watermarks shall not contain user-related information, including but not limited to an account number, IP address, and usernames. If digital watermarking technology is implemented, Licensor will notify Licensee at least thirty (30) days in advance of implementation, and Licensor will provide the technical specifications for the technology used. If the use of the watermarking technology renders the Licensed Materials substantially less useful to the Licensee, the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement in Section XI, below. Publisher's PDF's contain a download watermark with institution and date downloaded, and if applicable, user's name.

M) The contracting parties agreed the paragraph VII/28 will be modified as follows:

Branding. If reasonably possible, Licensor is obliged to ensure that the Publisher will provide Licensee and the Participating Institutions the option to frame or display the Publisher's Platform as presented to Authorized Users with the name and/or logo of the Licensee and/or Participating Institutions Sites at Licensee's discretion.

N) The contracting parties explicitly exclude the application of the paragraph VII/29.

O) The contracting parties agreed the paragraph VII/31 will be modified as follows:

In the event that the Czech Republic or European Union implements an Open Access policy during the term of this Agreement, the parties will, at the request of the Licensee, open a renegotiation of the terms of this Agreement in accordance with this policy.



P) The contracting parties agreed the paragraph X/1 will be modified as follows:

This Agreement shall be renewable at the end of the current term for a successive two (2) years term unless either party gives written notice of its intention to cancel ninety (90) days before expiration of the current term. Licensor shall provide Licensee with renewal quotes of all Licensed Materials and for all Participating Institutions no less than ninety (90) days prior to the end of the current term (31.12.2020). Effective for 2019, all fees payable by Licensee shall be as set forth in the Fees and Negotiated Discount section in the attached Appendix A.

Q) The contracting parties agreed the paragraph XII/1 will be modified as follows:

Perpetual License. Notwithstanding anything else in the Agreement, Licensor grants to Licensee and Participating Institutions a nonexclusive, royalty-free, perpetual license limited to the territory of Czech Republic to use any Licensed Materials that were published and subscribed to or for which a perpetual license fee has been paid during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which Licensee and/or Participating Institutions shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement. If the Licensor's means of access is not available, the Licensee and/or Participating Institutions may provide substantially equivalent access to the Licensed Materials by use of an archival copy or by engaging the services of third-party trusted archives (such as CLOCKSS or Portico).

R) The contracting parties explicitly exclude the application of the paragraphs XII/2-4.

S) The contracting parties agreed the paragraph XIII/1 will be modified as follows:

Licensor warrants that it has all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee and the Participating Institutions for the purposes and terms outlined in this Agreement, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party. Licensor warrants that is authorized to fulfill any of its obligations set out in this Agreement and that this is ensured in the contract concluded with the Publisher.

T) The contracting parties agreed the paragraph XIII/2 will be modified as follows:

Accessibility Requirements. Licensor warrants that the Licensed Materials comply with Publishers country of origin laws and regulations, and to use the VPAT as provided by Section 508 of the American Disabilities Act. Licensor agrees to promptly respond to and resolve any complaint regarding accessibility of Licensed Materials.



U) The contracting parties agreed the paragraph XVII/1 will be modified as follows:

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. The Licensee acknowledges, however, that disputes, such as third party claims involving allegations of copyright infringement or other intellectual property infringement arising from the use of the Licensed Materials likely will be interpreted and constructed according to United States law, since that is the origin of the Licensed Materials.

V) The contracting parties agreed the paragraph XVIII/1 will be modified as follows:

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 ten (10) 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.

