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EBSCO

AND

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In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Subject of the Agreement, Content of Licensed Materials; Grant of License

1. Statement. The Licensor hereby guarantees that it has all the authority, competence and license to grant a license to the Licensed Materials to the Licensee as defined in this Agreement.
2. Subject of the Agreement. The subject of this Agreement is to define conditions of cooperation and rights and duties of the contracting parties while providing Licensed Materials as are defined hereunder.
3. Licensed Materials. The materials (the "Licensed Materials") that are the subject of this Agreement are set forth in Appendix A.
4. Grant of License. Licensor hereby grants to Licensee a non-exclusive, non-transferable (except the following sublicenses), system-wide perpetual 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 via a Secure Network (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.
5. Ownership of Intellectual Property. Nothing in this Agreement shall be

interpreted to transfer ownership of any copyright, trademarks or service marks from the Licensor or its suppliers to the Licensee or Authorized Users.

Definitions:

“Secure Network” means a network (whether a standalone network or virtual network within the internet) which is only accessible to Authorized Users approved by the particular Participating Institution whose identity is authenticated at the time of log-in and whose conduct is subject to regulation by the particular Participating Institution.

II. Delivery & Access

1. Licensor will provide the Licensed Materials to the Licensee and to the Participating Institutions in the following manner:
 - 1.1. Network Access. The Licensed Materials will be stored at one or more Publisher’s locations in digital form accessible by telecommunication links between such locations and authorized locations of Licensee and Participating institutions.

III. Fees

1. Fees and Payment. Licensee shall pay Licensor for the Licensed Materials pursuant to the terms set forth in Appendix A.
2. Incomplete Payment. The Licensee may cover the invoice partially if a Participating Institution did not provide its financial contribution in time. In the event of such incomplete payment, Licensee will notify Licensor of the intended difference no less than ten (10) days prior to the due date. Licensor may suspend the IP addresses of such Participating institution until the license fee is completely paid. In such case the Licensee in not in delay with the payment.
3. Changes of number of Participating Institutions listed in Appendix B. In case any Participating institution shall lose its status as Participating Institution or in case any new scientific (or similar) institution shall reveal its intent to become a Participating Institution Licensor shall enter into negotiation with Licensee to amend this Agreement and to renegotiate the amount of Fees.

IV. Authorized Use of Licensed materials

1. Authorized Users. "Authorized Users" are:

1.1. Persons Affiliated with the Licensee and the Participating Institutions. Full and part time employees and contracted persons (including faculty, staff,) of Licensee and Participating Institutions and students of Licensee and Participating Institutions, and registered users in case of public or research libraries, regardless of the physical location of such persons. For authorized sites of the Licensee and the Participating Institutions, see Appendix B.

1.2. Walk-ins. Patrons not affiliated with Licensee and/or the Participating Institutions who are physically present at Licensee's and/or the Participating Institutions' site(s) ("walk-ins").

2. Access by and Authentication of Authorized Users. Authorized Users of the Licensee and the Participating Institutions shall be granted access to the Licensed Materials via a Secure Network pursuant to the following:

2.1. 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. Licensee and Licensor shall cooperate in the implementation of new authentication protocols and procedures (such as Shibboleth) as they are developed during the term of this Agreement.

2.2. Licensor-Administered Authentication. Where Licensor provides alternative methods of access and authentication beyond the Licensee-administered methods described herein, e.g. by allowing users to establish a personal login from an on-campus IP address (thereby enabling access via username and password when logging in to a vendor website) or device authentication, which affiliates the device or application by use of a token, cookie, or vendor-managed proxy prefix, Licensee nor any Participating institution will not be responsible nor liable for claims of breach or validity of such use.

3. Authorized Uses. Licensee, Participating Institutions and Authorized Users may make all use of the Licensed Materials as is consistent with Czech Republic copyright law and with these licensing conditions. In addition, the Licensed Materials may be used for purposes of research, education or other non-commercial use as follows:

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print a reasonable portion of the Licensed Materials.

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- 3.11. Text and Data Mining. 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 and may utilize and share the results of text and/or data mining in their scholarly work and make the results available for use by others, subject to the terms set out in the Appendix D: Text and Data Mining Terms.
- 3.12. Interlibrary Loan. Using electronic, paper, or intermediated means, Licensee and the Participating Institutions at their discretion may fulfill occasional requests from other institutions within the Czech Republic, 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 fulfil 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 copyright notices and comply with copyright laws of Czech Republic.
- 3.13. Bibliographic Citations. Licensee, the Participating Institutions and Authorized Users may use, with appropriate credit, figures, tables, and 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.
4. In the event that any content included in the Licensed Materials is in the public domain or has been issued under a Creative Commons or other open license, Licensor shall not place access, use or other restrictions on that content beyond those found in the open license, where applicable.
5. **Amount of Authorized Use.**
- 5.1. Unlimited Access. Subject to the terms of this Agreement, Licensee, Participating Institutions and their Authorized Users shall have unlimited and simultaneous user access to the Licensed Materials.

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1. Unauthorized Use. Licensee, the Participating Institutions, or Authorized Users shall not knowingly permit anyone other than Authorized Users to access the Licensed Materials.

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3. Removal of Copyright Notice. Licensee, the Participating Institutions, or Authorized Users may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.
4. Commercial Purposes. Licensee, the Participating Institutions and the 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 and Authorized Users that is supported by a commercial entity shall not be considered use for commercial purposes.

VI. Mutual Performance Obligations

1. 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.
2. 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 promptly notifies the Licensee and Participating Institution of any such suspension, including the reason for the block and any non-confidential 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.

VII. Licensor Performance Obligations

1. The Licensor will use reasonable efforts to ensure that its performance will meet or exceed industry standards and practices. Additionally, the

Licensor agrees to the following performance standards.

2. The Licensor must disclose the content of this Agreement to the Publisher. 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 fulfillment of his obligation.
3. The Licensor is obliged to secure and is liable for any damages with respect to the validity of the license granted by the Licensor to the Licensee for the duration of the Agreement. The Licensor is obliged to follow the contract concluded between the Licensor and the Publisher about the license to the Licensed Materials. In the case of breach of such contract the Licensor is responsible for all the damages of the Licensee and Participating institutions caused by the suspension of the license to the Licensed Materials to the Licensor and by this to the Licensee and Participating institutions.
4. Availability of Licensed Materials. Upon the Effective Date of this Agreement, Licensor will make the Licensed Materials available to the Licensee, the Participating Institutions and Authorized Users
5. Discovery of Licensed Materials. Licensor shall make reasonable effort to make the Licensed Materials available through Licensee's and/or Participating Institutions' Discovery Service System(s) for indexing and discovery purposes. Licensor shall endeavor to provide to Licensee's and/or Participating Institutions' discovery service vendors on an ongoing basis the citation and descriptive metadata (including all subject headings, abstracts, and keywords), and full-text content necessary to facilitate optimal discovery and accessibility of the content for the benefit of Licensee, Participating Institutions and Authorized Users. Discovery Service Systems are defined as user interface and search systems for discovering and displaying content from local, database and web-based sources.
6. Persistent Linking. Licensor will make reasonable effort to comply with the most current version of the OpenURL standard (ANSI/NISO Z39.88), and will endeavor to provide a mechanism for persistent links to content.
7. Online Terms and Conditions. In the event that Publisher requires Authorized Users to agree to additional terms relating to the use of the Licensed Materials (commonly referred to as "click-through" or "clickwrap" licenses), or otherwise attempts to impose terms on Authorized Users through online terms and conditions invoked by the mere use or viewing of the Licensed Materials, such terms shall not materially differ from the provisions of this Agreement. In the event of any conflict between the click-through terms or online terms and conditions and this Agreement, the terms of this Agreement shall prevail. For the avoidance of doubt, Authorized Users are not a party to this Agreement.

8. Documentation. Licensor will provide up-to-date help and operational documentation for Licensee, Participating Institutions and Authorized Users in an electronic format. Such documentation may be provided by means of the Publisher's online system and/or system for administrators.
9. Support. Licensor will provide all reasonable activation and installation support, including assisting Licensee, Participating Institutions and Authorized Users with the implementation of any Publisher software. 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 info.cr@ebSCO.com and/or phone 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. If there is a change of a contact for support, the Licensor is obliged to notice Licensee and Participating Institutions of such change. Change is effective by the delivery of the notice to the Licensee and Participating Institutions.
10. 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% downtime 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, 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. Licensee shall not be entitled to any credit, reduction or set-off against the License Fee for downtime or any interruption in the availability of the Licensed Materials unless such interruption exceeds twenty-four (24) continuous hours in duration. In such event, Licensor shall provide Licensee with a credit equal to 1/365 of the annual License Fee for each continuous twenty-four (24) hour period from the time of interruption until restoration of Licensee's access to the Licensed Materials, provided that Licensee promptly notifies Licensor in writing of the service interruption. No credit will be issued for accumulating periods of non-continuous interruptions or

any interruption caused by any negligence or willful misconduct of Licensee or failure of equipment, software or services not provided by Licensor.

11. Problems with Licensed Materials. If the Licensed Materials fail to operate, display, load, or render in conformance with the terms of this Agreement, Licensee or Participating Institution shall 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 has a proven materially adverse effect on the Licensee's, Participating Institutions' or Authorized Users' use of the Licensed Materials, and Licensor fails to repair the nonconformity within five (10) business days, Licensor shall reimburse the fees paid by the Licensee that is proportional to the period of service loss or interruption suffered.
12. Transfer or Acquisition of Titles. If any portion of the Licensed Materials is transferred to or acquired from another party, Licensor shall ensure that the Publisher shall use best efforts to ensure that neither Licensee nor the Participating Institutions lose access to content subject to this Agreement as a result of the transfer or acquisition. Any archival and perpetual access rights that have been granted shall be honored, whether the Publisher is acting as the transferring or acquiring party. If the Publisher is transferring any portion of the Licensed Materials to another party, Licensor shall procure that the Publisher will use the best efforts to assign all rights and obligations to the assignee. If Publisher is acquiring works that become subject to this Agreement, Licensor shall procure that the Publisher will use best efforts to acquire the rights to perform under this Agreement, including but not limited to perpetual access rights. Licensor agrees use best efforts to communicate with the party from which it is acquiring works to exchange such relevant payment and rights information. For journal titles, Licensor ensure that the Publisher will comply with the NISO Transfer Code of Practice.¹
13. Withdrawal of Licensed Materials. The Licensor reserves the right at any time to withdraw from the Licensed Materials any item or part of an item for which the Publisher no longer retains the right to publish, or which it has reasonable grounds to believe infringes a third party's copyright or any other intellectual property right or is defamatory, obscene, unlawful or otherwise objectionable. If the withdrawal represents more than ten per cent (10%) of any particular part of the Licensed Materials, the Licensor shall give written notice of such withdrawal to the Licensee and refund that part of the Fee for that part of the Licensed Materials that is in proportion to the amount of Licensed Materials withdrawn for any remaining un-expired portion of the Subscription Period.

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

14. 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 as soon as is practicable when holdings information changes, 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,² Licensor will provide itemized holdings lists for the Licensed Materials in KBART-compliant format, including a column/field for dates (YYYY-MM) of additions.
15. Usage Statistics. The Licensor will use its reasonable endeavours to be compliant with the COUNTER code of practice and incorporate the latest compliancy rules where applicable in relation to the Licensed Materials and its obligations under this License. All usage data shall be compiled by the Licensor in a manner consistent with privacy and data protection laws within the United Kingdom, including the anonymity of Authorised Users and the confidentiality of their searches. It is more than desirable that the Standardized Usage Statistics Harvesting Initiative (SUSHI) Protocol is available for the Licensee to harvest the statistics.
16. Confidentiality of Personally Identifiable Information. The Licensor agrees and is obliged to ensure that Publisher will agree that no personally identifiable information, including but not limited to log-ins recorded in system logs, IP addresses of patrons accessing the system, saved searches, any identification data, usernames and passwords, will be shared with third parties, except in response to a court order, or other legal requirement. If Licensor is compelled by law or court order to disclose personally identifiable information of Authorized Users of patterns of use, Licensor shall provide the Licensee with adequate prior written notice as soon as is practicable, so that Licensee, Participating Institution or Authorized Users may seek protective orders or other remedies. Licensor will notify Licensee and Authorized Users as soon as is practicable if the Licensor's systems are breached and the confidentiality of personally identifiable information is compromised.
17. Notice of the Use of Digital Rights Management Technology. In the event that Publisher utilizes or implements any type of digital rights management (DRM) technology to control the access to or usage of the Licensed Materials, Licensor will provide to Licensee a description of the technical specifications of the DRM and how it impacts access to or usage of the Licensed Materials. In no event may such Digital Rights Management Technology be used in such a way as to limit the usage rights

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

of a Licensee or any Authorized User as specified in this Agreement or under applicable law. If the use of DRM 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.

18. 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.
19. Interoperability with Prevailing Web Browsers. Licensor will use reasonable efforts to ensure that the Licensed Materials are accessible and interoperable with prevailing web browsers and internet access tools, including, at a minimum, the most recent two major versions (current version and one version prior) and all the associated releases for those versions.
20. Open Access Option. Licensor will use its best endeavours to keep Licensee informed of any alternative business models during the Term, including but not limited to models taking into account both journal subscriptions and Article Processing Charges for Open Access publishing in so-called hybrid journals. Should the parties agree to switch to any such alternative business model, the parties will formalize the new business model in a separate agreement signed by both parties.
21. 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, renegotiate the terms of this Agreement in good faith in accordance with this policy.

VIII. Licensee Performance Obligations

1. License Terms Notification. Licensee shall secure that Participating Institutions will use reasonable efforts to provide Authorized Users with

appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement.

2. Protection from Unauthorized Use. Licensee shall secure that Participating Institutions will use reasonable efforts to restrict access to the Licensed Materials to Authorized Users.
3. Maintaining Confidentiality of Access Passwords. Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall secure that Participating Institutions will use reasonable efforts to inform Authorized Users that they should not divulge their numbers and passwords to any third party. Licensee shall secure that Participating Institutions will also use reasonable efforts to maintain the confidentiality of any institutional passwords provided by Licensor.
4. 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.

IX. Term

1. This Agreement shall come into force and effect on the date on which all Parties execute this Agreement (the “Effective Date”).
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).

XI. Early Termination

1. Early Termination for Financial Hardship. The Licensee may terminate this Agreement without penalty after 31 December 2020 if sufficient

content acquisitions funds are not allocated to enable the Licensee and/or Participating Institutions, in the exercise of its reasonable administrative discretion, to continue this Agreement. The Licensee will provide to the Licensor a letter from the Licensee's statutory representative confirming that state co-funding for the next contract year has not been assigned at sufficient level to continue with the Agreement. Such letter must be received by the Licensor at least sixty 60 days prior to the anniversary of the Agreement and the Agreement shall terminate on the anniversary.

2. Termination for Breach. If either party believes that the other has materially breached any obligations under this Agreement, such party shall so notify the breaching party in writing with a detailed description of the breach. The breaching party shall have thirty (30) days from the receipt of notice to use all reasonable means to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice. Termination is effective by the date of 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. 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 engaging the services

of third-party trusted archives (such as Portico) and/or participating in collaborative archiving endeavors to exercise its perpetual use rights.

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 creation³ 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.⁴

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

³ <http://www.pravidla-pristupnosti.cz>

⁴ <http://www.w3.org/WAI/guid-tech.html>

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 (Text and Data Mining) 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.
Klimentaska 1746/52
110 00 Praha 1
Czech Republic
Email: info.cr@ebSCO.com

5. If to Licensee:

Head of Licensing Unit
CzechELib
National Library of Technology
Technická 6, 160 80 Praha 6 - Dejvice
Czech Republic
Phone:
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. Step-in

1. In this clause:

Step-in has the meaning given in clause 1.2 below;
Step-in Event means:

- (a) the Licensor is in material breach of the terms of this Agreement and fails to remedy the same within 30 days of receiving notice to do so; or
- (b) an order shall be made or an effective resolution passed for the dissolution or winding-up of the Licensor except in the event of solvent reconstruction or amalgamation where the amalgamated or reconstructed party agrees to adhere to this Agreement; or
- (c) the Licensor makes an assignment for the benefit of its creditors or has a receiver or administrator appointed over its business and/or assets or has a resolution passed or a Court Order is made placing it in liquidation; or
- (d) the Licensor is unable to pay its debts or ceases to or threatens to cease to carry on its business.

Step-in Notice has the meaning given in clause 1.2 below; and
Step-out Circumstances means, in relation to a Step-in, that the following conditions have all been met:

- (a) the circumstances which gave rise to the relevant Step-in Event are resolved to the Licensee's reasonable satisfaction;
- (b) the Licensor has demonstrated to the Licensee's reasonable satisfaction that it will be able to perform the Services subject to the Step-in in accordance with its obligations under this Agreement; and
- (c) the Licensor has provided a plan for how it proposes to restore the relevant Services to the control of the Licensor that is approved by the Licensee (acting reasonably and without undue delay).

1.1 If a Step-in Event has occurred and is continuing, the Licensee, without limiting any other rights it may have, may at any time serve any number of notices (each a Step-in Notice) on the Licensor requiring the Licensor to give the Licensee control of any or all parts of the Services affected by the Step-in Event and permit the Licensee to take such steps as the Licensee deems reasonably necessary in order to restore the Services or to overcome or otherwise address the Step-in Event (Step-in). The Step-In Notice shall also notify the Licensor of the Licensee's intention to appoint the Publisher to continue to provide the Services to the Customer, pursuant to the terms of the Agreement.

Each Step-in Notice shall set out the following:

1.1.1 the steps the Licensee wishes to take and the time period which the Licensee believes such steps will need to continue for including the engagement of the Publisher to continue to provide the Services;

1.1.2 the grounds on which the Licensee believes it is entitled to serve a Step-in Notice; and

1.1.3 the objectives of the steps referred to in the Step-in Notice.

1.2 In exercising its rights of Step-in, the Licensee may (without limitation to the generality of the foregoing) perform any act (including engaging the Publisher to provide the Services directly) for the continuance of the Services.

1.3 Following receipt of a Step-in Notice, the Licensor shall immediately and at no charge to the Licensee take the steps and provide the control set out in the Step-in Notice and at all times:

1.3.1 co-operate with the Licensee (and its agents or representatives, including any applicable third party service provider) and provide reasonable assistance to restore the Services or any part of them as soon as reasonably possible to the extent reasonably necessary to comply with the Step-in Notice or to accomplish its objectives; and

1.3.2 adopt any reasonable methodology and take any actions (and ensure Supplier Personnel take any actions) directed by the Licensee or its representatives in connection with the Services subject to the Step-in.

1.4 Nothing in this clause 1 (nor any actions or steps taken in connection with it) limits the Licensor's liability to the Licensee with respect to any default or non-performance by the Licensor under this Agreement nor transfers any responsibility for the delivery of affected Services to the Licensee. The Licensee (and each third party acting on its behalf) shall have no liability (howsoever arising, including in negligence) to the Licensor for any costs, expenses, liabilities or tangible or non-tangible damage arising directly or indirectly as a result of any Step-in or any steps taken by any person in connection with a Step-in Notice.

1.5 Once the Step-out Circumstances have occurred or at any other time the Licensee elects, the Licensee may require by at least seven days' prior written notice that the Licensor shall resume the performance of the relevant Services and that the relevant Step-in(s) end. The Licensor shall comply with such notice and with any plans approved by the Licensee for the restoration of the Service.

XXVIII. 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: 

Print Name: Cary Bruce
Title: Managing Director
EBSCO Information Services, s.r.o.
Klimentaska 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:

Name	#Journals	Description
Emerald Premier	310	eJournals Premier combines all 13 collections incl. our 9 Management eJournals Subject Collections and our 4 Specialist
Emerald Management eJournals	210	Includes all 9 Management eJournals Subject Collections
Emerald Operations, Logistics & Quality eJournal Collection	17	11,700 articles from 16 titles, 3.2m downloads in 2015, 31% of titles in ISI, 50% in ESCI and 100% in Scopus
Emerald Engineering eJournal Collection	26	16,900 articles from 26 titles, 500,000 downloads in 2015, 62% in ISI, and 92% in Scopus
Emerald Library Studies eJournal Collection	17	11,500 articles from 17 titles, 1m downloads in 2015, 41% in ISI, 18% in ESCI and 94% in Scopus

Emerald eJournal Subject Collections	ISSN	Full text from	Emerald Premier	Emerald Management eJournals	Library Studies	Engineering eJournal	Operations, Logistics & Quality
Accounting, Finance & Economics eJournal Collection (EAFE)							
Accounting Research Journal	1030-9616	2005	Y	Y			
Accounting, Auditing & Accountability Journal	0951-3574	1988	Y	Y			
Agricultural Finance Review	0002-1466	2000	Y	Y			
Asian Review of Accounting	1321-7348	2006	Y	Y			
China Agricultural Economic Review	1756-137X	2009	Y	Y			
China Finance Review International	2044-1398	2011	Y	Y			
Humanomics	0828-8666	2006	Y	Y			
Indian Growth and Development Review	1753-8254	2008	Y	Y			
International Journal of Accounting & Information Management	1834-7649	2007	Y	Y			
International Journal of Development Issues	1446-8956	2007	Y	Y			
International Journal of Islamic and Middle Eastern Finance and Management	1753-8394	2008	Y	Y			
International Journal of Managerial Finance	1743-9132	2005	Y	Y			
International Journal of Manpower	0143-7720	1994	Y	Y			
International Journal of Social Economics	0306-8293	1994	Y	Y			
Journal of Accounting & Organizational Change	1832-5912	2005	Y	Y			
Journal of Accounting in Emerging Economies	2042-1168	2011	Y	Y			

Journal of Agribusiness in Developing and Emerging Economies	2044-0839	2011	Y	Y			
Journal of Applied Accounting Research	0967-5426	1999	Y	Y			
Journal of Chinese Economic and Foreign Trade Studies	1754-4408	2008	Y	Y			
Journal of Economic and Administrative Sciences	1026-4116	2003	Y	Y			
Journal of Economic Studies	0144-3585	1994	Y	Y			
Journal of Financial Crime	1359-0790	2002	Y	Y			
Journal of Financial Economic Policy	1757-6385	2009	Y	Y			
Journal of Financial Regulation and Compliance	1358-1988	2002	Y	Y			
Journal of Financial Reporting and Accounting	1985-2517	2003	Y	Y			
Journal of Investment Compliance	1528-5812	2002	Y	Y			
Journal of Islamic Accounting and Business Research	1759-0817	2010	Y	Y			
Journal of Money Laundering Control	1368-5201	2002	Y	Y			
The Journal of Risk Finance	1526-5943	2005	Y	Y			
Managerial Auditing Journal	0268-6902	1994	Y	Y			
Managerial Finance	0307-4358	1998	Y	Y			
Meditari Accountancy Research	2049-372X	2000	Y	Y			
Pacific Accounting Review	0114-0582	2004	Y	Y			
Qualitative Research in Accounting & Management	1176-6093	2004	Y	Y			
Qualitative Research in Financial Markets	1755-4179	2009	Y	Y			
Review of Accounting and Finance	1475-7702	2006	Y	Y			
Review of Behavioural Finance (2012 Acq - replaced JHRCA)	1940-5979	2009	Y	Y			
Studies in Economics and Finance	1086-7376	2006	Y	Y			
Sustainability Accounting, Management and Policy Journal	2040-8021	2010	Y	Y			
Business, Management and Strategy eJournal Collection (EBMS)							
Academia Revista Latinoamericana de Administración	1012-8255	2013	Y	Y			
African Journal of Economic and Management Studies	2040-0705	2010	Y	Y			
American Journal of Business	1935-5181	1986	Y	Y			
Annals in Social Responsibility	2056-3515	2015	Y	Y			
Asia-Pacific Journal of Business Administration	1757-4323	2009	Y	Y			
Baltic Journal of Management	1746-5265	2006	Y	Y			
Chinese Management Studies	1750-614X	2007	Y	Y			
Competitiveness Review	1059-5422	2005	Y	Y			
Corporate Governance; The international journal of business in society	1472-0701	2001	Y	Y			
Critical perspectives on international business	1742-2043	2005	Y	Y			
Cross Cultural & Strategic Management (Prev. Cross Cultural Management: An International Journal)	2059-5794	1998	Y	Y			
EuroMed Journal of Business	1450-2194	2006	Y	Y			
European Business Review	0955-534X	1994	Y	Y			
European Journal of Innovation Management	1460-1060	1998	Y	Y			
Foresight	1463-6689	1999	Y	Y			

Review of International Business and Strategy (Prev. International Journal of Commerce and Management)	2059-6014	2004	Y	Y			
International Journal of Conflict Management	1044-4068	2006	Y	Y			
International Journal of Emerging Markets	1746-8809	2006	Y	Y			
International Journal of Entrepreneurial Behavior & Research	1355-2554	1995	Y	Y			
International Journal of Gender and Entrepreneurship	1756-6266	2009	Y	Y			
International Journal of Innovation Science	1757-2223	2009	Y	Y			
International Journal of Law and Management	1754-243X	2008	Y	Y			
International Journal of Managing Projects in Business	1753-8378	2008	Y	Y			
International Journal of Retail & Distribution Management	0959-0552	1994	Y	Y			
International Journal of Wine Business Research	1751-1062	2007	Y	Y			
Journal of Advances in Management Research	0972-7981	2003	Y	Y			
Journal of Asia Business Studies	1558-7894	2006	Y	Y			
Journal of Business Strategy	0275-6668	2003	Y	Y			
Journal of Entrepreneurship in Emerging Economies (Prev. Journal of Chinese Entrepreneurship)	2053-4604	2009	Y	Y			
Journal of Enterprising Communities: People and Places in the Global Economy	1750-6204	2007	Y	Y			
Journal of Entrepreneurship and Public Policy	2045-2101	2012	Y	Y			
Journal of Family Business Management	2043-6238	2011	Y	Y			
Journal of Global Responsibility	2041-2568	2010	Y	Y			
Journal of Indian Business Research	1755-4195	2009	Y	Y			
Journal of International Trade Law and Policy	1477-0024	2002	Y	Y			
Journal of Korea Trade	1229-828X	2016	Y	Y			
Journal of Management History	1751-1348	2006	Y	Y			
Journal of Modelling in Management	1746-5664	2006	Y	Y			
Journal of Service Management	1757-5818	2009	Y	Y			
Journal of Small Business and Enterprise Development	1462-6004	1998	Y	Y			
Journal of Strategy and Management	1755-425X	2008	Y	Y			
Management Decision	0025-1747	1994	Y	Y			
Management Research Review (prev. Management Research News)	2040-8269	2010	Y	Y			
Management Research: Journal of the Iberoamerican Academy of Management	1536-5433	2003	Y	Y			
Measuring Business Excellence	1368-3047	2000	Y	Y			
Multinational Business Review	1525-383X	2003	Y	Y			
Nankai Business Review International	2040-8749	2010	Y	Y			
Social Enterprise Journal	1750-8614	2005	Y	Y			
Social Responsibility Journal	1747-1117	2006	Y	Y			
Society and Business Review	1746-5680	2006	Y	Y			
South Asian Journal of Business Studies (prev. South Asian Journal of Global Business Research)	2398-628X	2012	Y	Y			
Sport, Business and Management: An International Journal	2042-678X	2011	Y	Y			

Strategic Direction	0258-0543	2002	Y	Y			
Strategy & Leadership	1087-8572	2000	Y	Y			
World Journal of Entrepreneurship, Management and Sustainable Development	2042-5961	2010	Y	Y			
Education eJournal Collection (EEDU)							
Asian Education and Development Studies	2046-3162	2012	Y				
International Journal of Information and Learning Technology (Prev. Campus-Wide Information Systems)	2056-4880	1995	Y				
Education + Training	0040-0912	1994	Y				
English Teaching: Practice & Critique	1175-8708	2015	Y				
Health Education	0965-4283	1994	Y				
Higher Education, Skills and Work-Based Learning	2042-3896	2011	Y				
History of Education Review	0819-8691	2004	Y				
Interactive Technology and Smart Education	1741-5659	2004	Y				
International Journal for Lesson and Learning Studies	2046-8253	2012	Y				
Studies in Graduate and Postdoctoral Education (prev. International Journal for Researcher Development)	2398-4686	2009	Y				
International Journal of Educational Management	0951-354X	1994	Y				
International Journal of Mentoring and Coaching in Education	2046-6854	2012	Y				
International Journal of Sustainability in Higher Education	1467-6370	2000	Y				
Journal of Professional Capital and Community	2056-9548	2016	Y				
International Journal of Comparative Education and Development	2396-7404	2016	Y				
Journal of Applied Research in Higher Education	2050-7003	2009	Y				
Journal of Educational Administration	0957-8234	1994	Y				
Journal of International Education in Business	2046-469X	2008	Y				
Journal for Multicultural Education (Prev. Multicultural Education & Technology Journal)	2053-535X	2007	Y				
On the Horizon	1074-8121	2000	Y				
Qualitative Research Journal	1443-9883	2006	Y				
Quality Assurance in Education	0968-4883	1994	Y				
Social Studies Research and Practice	1933-5415	2017	Y				
Engineering eJournal Collection (EENG)							
Aircraft Engineering and Aerospace Technology	0002-2667	1997	Y			Y	
Anti-Corrosion Methods and Materials	0003-5599	1997	Y			Y	
Assembly Automation	0144-5154	1994	Y			Y	
Circuit World	0305-6120	1996	Y			Y	
COMPEL - The international journal for computation and mathematics in electrical and electronic engineering	0332-1649	1996	Y			Y	
Engineering Computations	0264-4401	1996	Y			Y	
Grey Systems: Theory and Application	2043-9377	2011	Y			Y	

Industrial Lubrication and Tribology	0036-8792	1994	Y			Y	
Industrial Robot	0143-991x	1994	Y			Y	
International Journal of Clothing Science and Technology	0955-6222	1994	Y			Y	
International Journal of Intelligent Computing and Cybernetics	1756-378X	2008	Y			Y	
International Journal of Intelligent Unmanned Systems	2049-6427	2013	Y			Y	
International Journal of Numerical Methods for Heat & Fluid Flow	0961-5539	1997	Y			Y	
International Journal of Pervasive Computing and Communications	1742-7371	2005	Y			Y	
International Journal of Structural Integrity	1757-9864	2010	Y			Y	
International Journal of Web Information Systems	1744-0084	2005	Y			Y	
Journal of Structural Fire Engineering	2040-2317	2010	Y			Y	
Kybernetes	0368-492X	1994	Y			Y	
Microelectronics International	1356-5362	1996	Y			Y	
Multidiscipline Modeling in Materials and Structures	1573-6105	2005	Y			Y	
Pigment & Resin Technology	0369-9420	1997	Y			Y	
Rapid Prototyping Journal	1355-2546	1995	Y			Y	
Research Journal of Textile and Apparel	1560-6074	1997	Y			Y	
Sensor Review	0260-2288	1994	Y			Y	
Soldering & Surface Mount Technology	0954-0911	1996	Y			Y	
World Journal of Engineering	1708-5284	2011	Y			Y	
HR, Learning & Organization Studies eJournal Collection (EHRLOS)							
Career Development International	1362-0436	1996	Y	Y			
Employee Relations: The International Journal	0142-5455	1994	Y	Y			
Equality, Diversity and Inclusion: An International Journal (Prev. Equal Opportunities International)	2040-7149	2010	Y	Y			
Evidence-based HRM: a Global Forum for Empirical Scholarship	2049-3983	2013	Y	Y			
Gender in Management: An International Journal	1754-2413	2008	Y	Y			
Human Resource Management International Digest	0967-0734	2002	Y	Y			
Journal of Chinese Human Resources Management	2040-8005	2010	Y	Y			
Journal of Management Development	0262-1711	1994	Y	Y			
Journal of Managerial Psychology	0268-3946	1994	Y	Y			
Personnel Review	0048-3486	1994	Y	Y			
Strategic HR Review	1475-4398	2004	Y	Y			
Development and Learning in Organizations: An International Journal	1477-7282	2003	Y	Y			
European Journal of Training and Development (Prev. Journal of European Industrial Training)	2046-9012	2012	Y	Y			
Industrial and Commercial Training	0019-7858	1994	Y	Y			
International Journal of Organizational Analysis	1934-8835	2006	Y	Y			

International Journal of Productivity and Performance Management	1741-0401	2004	Y	Y			
Journal of Global Mobility: The Home of Expatriate Management Research	2049-8799	2013	Y	Y			
Journal of Organizational Change Management	0953-4814	1994	Y	Y			
Journal of Organizational Effectiveness: People and Performance	2051-6614	2014	Y	Y			
Journal of Organizational Ethnography	2046-6749	2012	Y	Y			
Journal of Workplace Learning	1366-5626	1997	Y	Y			
Leadership & Organization Development Journal	0143-7739	1994	Y	Y			
Qualitative Research in Organizations and Management: An International Journal	1746-5648	2006	Y	Y			
Team Performance Management: An International Journal	1352-7592	1995	Y	Y			
The Learning Organization	0969-6474	1994	Y	Y			
Health & Social Care eJournal Collection (EMXHSC)							
Advances in Autism	2056-3868	2015	Y				
Advances in Dual Diagnosis	1757-0972	2008	Y				
Advances in Mental Health and Intellectual Disabilities	2044-1282	2007	Y				
International Journal of Health Governance (Prev. Clinical Governance: An International Journal)	2059-4631	2003	Y				
Drugs and Alcohol Today	1745-9265	2001	Y				
International Journal of Human Rights in Healthcare (Prev. Ethnicity and Inequalities in Health and Social Care)	2056-4902	2008	Y				
Housing, Care and Support	1460-8790	1998	Y				
International Journal of Health Care Quality Assurance	0952-6862	1994	Y				
International Journal of Migration, Health and Social Care	1747-9894	2005	Y				
International Journal of Prisoner Health	1744-9200	2005	Y				
International Journal of Workplace Health Management	1753-8351	2008	Y				
Journal of Aggression, Conflict and Peace Research	1759-6599	2009	Y				
Journal of Enabling Technologies (prev. Journal of Assistive Technologies)	2398-6263	2007	Y				
Journal of Children's Services	1746-6660	2006	Y				
Journal of Criminal Psychology	2009-3829	2011	Y				
Journal of Criminological Research, Policy and Practice	2056-3841	2015	Y				
Journal of Health Organization and Management	1477-7266	2003	Y				
Journal of Integrated Care	1476-9018	1996	Y				
Journal of Intellectual Disabilities and Offending Behaviour (Prev. JL Disabilities OB)	2050-8824	2010	Y				
Journal of Public Mental Health	1746-5729	1999	Y				
Leadership in Health Services	1751-1879	1997	Y				
Mental Health and Social Inclusion	2042-8308	2010	Y				
Mental Health Review Journal	1361-9322	1996	Y				
Nutrition & Food Science	0034-6659	1994	Y				

Quality in Ageing and Older Adults	1471-7794	2000	Y				
Safer Communities	1757-8043	2002	Y				
The Journal of Forensic Practice (<i>Prev. British Journal Forensic Practice</i>)	2050-8794	1999	Y				
The Journal of Adult Protection	1466-8203	1999	Y				
The Journal of Mental Health Training, Education and Practice	1755-6228	2006	Y				
Therapeutic Communities: The International Journal of Therapeutic Communities	0964-1866	2012	Y				
Tizard Learning Disability Review	1359-5474	1996	Y				
Working with Older People	1366-3666	2000	Y				
Information & Knowledge Management eJournal Collection (EMXIKM)							
Industrial Management & Data Systems	0263-5577	1994	Y	Y			
Digital Policy, Regulation and Governance (prev Info)	2398-5038	1999	Y	Y			
Information and Computer Security (Prev. Information Management & Computer Security)	2056-4961	1994	Y	Y			
Information Technology & People	0959-3845	1994	Y	Y			
Internet Research	1066-2243	1994	Y	Y			
Journal of Enterprise Information Management	1741-0398	2004	Y	Y			
Journal of Information, Communication and Ethics in Society	1477-996X	2003	Y	Y			
Journal of Intellectual Capital	1469-1930	2000	Y	Y			
Journal of Knowledge Management	1367-3270	1997	Y	Y			
Journal of Systems and Information Technology	1328-7265	1997	Y	Y			
Records Management Journal	0956-5698	1998	Y	Y			
VINE Journal of Information and Knowledge Management Systems (Prev. VINE)	2059-5891	2001	Y	Y			
Library Studies eJournal Collection (ELIB)							
Aslib Journal of Information Management (Prev. Aslib Proceedings)	2050-3806	1999	Y		Y		
Collection Building	0160-4953	1996	Y		Y		
Information Discovery and Delivery (prev. Interlending & Document Supply)	0264-1615	1994	Y		Y		
Journal of Documentation	0022-0418	1997	Y		Y		
Library Hi Tech	0737-8831	1997	Y		Y		
Library Hi Tech News	0741-9058	1999	Y		Y		
Library Management	0143-5124	1994	Y		Y		
Library Review	0024-2535	1994	Y		Y		
Information and Learning Science (prev. New Library World)	2398-5348	1994	Y		Y		
Digital Library Perspectives (Prev. OCLC Systems & Services: International digital library perspectives)	1065-075X	1994	Y		Y		
Online Information Review	1468-4527	1999	Y		Y		
Performance Measurement and Metrics	1467-8047	2000	Y		Y		
Program (prev. Program: electronic library and information systems)	0033-0337	1997	Y		Y		
Reference Reviews	0950-4125	1997	Y		Y		
Reference Services Review	0090-7324	1997	Y		Y		

The Bottom Line (Prev. The Bottom Line: managing library finances)	0888-045X	1996	Y		Y		
The Electronic Library	0264-0473	1999	Y		Y		
Marketing eJournal Collection (EMAR)							
Arts and the Market (Prev. Arts Marketing: An International Journal)	2056-4945	2011	Y	Y			
Asia Pacific Journal of Marketing and Logistics	1355-5855	1998	Y	Y			
Corporate Communications: An International Journal	1356-3289	1999	Y	Y			
European Journal of Marketing	0309-0566	1989	Y	Y			
IMP Journal	0809-7259	2015	Y	Y			
International Journal of Bank Marketing	0265-2323	1994	Y	Y			
International Journal of Pharmaceutical and Healthcare Marketing	1750-6123	2007	Y	Y			
International Journal of Sports Marketing and Sponsorship	1464-6668	1999	Y	Y			
International Marketing Review	0265-1335	1994	Y	Y			
Journal of Business & Industrial Marketing	0885-8624	1994	Y	Y			
Journal of Communication Management	1363-254X	2001	Y	Y			
Journal of Consumer Marketing	0736-3761	1994	Y	Y			
Journal of Fashion Marketing and Management: An International Journal	1361-2026	2001	Y	Y			
Journal of Historical Research in Marketing	1755-750X	2009	Y	Y			
Journal of Islamic Marketing	1759-0833	2010	Y	Y			
Journal of Product & Brand Management	1061-0421	1994	Y	Y			
Journal of Research in Marketing and Entrepreneurship	1471-5201	1999	Y	Y			
Journal of Research in Interactive Marketing	2040-7122	2007	Y	Y			
Journal of Services Marketing	0887-6045	1994	Y	Y			
Journal of Social Marketing	2042-6763	2011	Y	Y			
Marketing Intelligence & Planning	0263-4503	1994	Y	Y			
Qualitative Market Research: An International Journal	1352-2752	1998	Y	Y			
Young Consumers	1747-3616	2002	Y	Y			
Operations, Logistics & Quality eJournal Collection (EOLQ)							
Benchmarking: An International Journal	1463-5771	1994	Y	Y			Y
Business Process Management Journal	1463-7154	1997	Y	Y			Y
International Journal of Lean Six Sigma	2040-1466	2010	Y	Y			Y
The International Journal of Logistics Management	0957-4093	1990	Y	Y			Y
International Journal of Operations & Production Management	0144-3577	1994	Y	Y			Y
International Journal of Physical Distribution & Logistics Management	0960-0035	1994	Y	Y			Y
International Journal of Quality & Reliability Management	0265-671X	1994	Y	Y			Y
International Journal of Quality and Service Sciences	1756-669X	2009	Y	Y			Y
Journal of Humanitarian Logistics and Supply Chain Management	2042-6747	2011	Y	Y			Y
Journal of Manufacturing Technology Management	1741-038X	2004	Y	Y			Y

Journal of Quality in Maintenance Engineering	1355-2511	1995	Y	Y			Y
Journal of Science and Technology Policy Management (Prev. Journal of Science and Technology Policy in China)	2053-4620	2010	Y	Y			Y
Journal of Service Theory and Practice (Prev. Managing Service Quality: An International Journal)	2055-6225	1994	Y	Y			Y
Journal of Global Operations and Strategic Sourcing (prev. Strategic Outsourcing: An International Journal)	2398-5364	2008	Y	Y			Y
Supply Chain Management: An International Journal	1359-8546	1996	Y	Y			Y
The TQM Journal	1754-2731	2008	Y	Y			Y
Property Management & Built Environment eJournal Collection (EPMBE)				Y			
Built Environment Project and Asset Management	2044-124X	2011	Y	Y			
Construction Innovation	1471-4175	2001	Y	Y			
Engineering, Construction and Architectural Management	0969-9988	2003	Y	Y			
Facilities	0263-2772	1994	Y	Y			
International Journal of Disaster Resilience in the Built Environment	1759-5908	2010	Y	Y			
International Journal of Housing Markets and Analysis	1753-8270	2008	Y	Y			
International Journal of Law in the Built Environment	1756-1450	2009	Y	Y			
Journal of Corporate Real Estate	1463-001X	1998	Y	Y			
Journal of Cultural Heritage Management and Sustainable Development	2044-1266	2011	Y	Y			
Journal of Engineering, Design and Technology	1726-0531	2005	Y	Y			
Journal of European Real Estate Research	1753-9269	2008	Y	Y			
Journal of Facilities Management	1472-5967	2002	Y	Y			
Journal of Financial Management of Property and Construction	1366-4387	2005	Y	Y			
Journal of Place Management and Development	1753-8335	2008	Y	Y			
Journal of Property Investment & Finance	1463-578X	1999	Y	Y			
Property Management	0263-7472	1994	Y	Y			
Smart and Sustainable Built Environment	2046-6099	2012	Y	Y			
International Journal of Building Pathology and Adaptation (prev. Structural Survey)	2398-04708	1994	Y	Y			
Public Policy & Environmental Management eJournal Collection (EPPEM)				Y			
British Food Journal	0007-070X	1994	Y	Y			
Disaster Prevention and Management: An International Journal	0965-3562	1994	Y	Y			
International Journal of Climate Change Strategies and Management	1756-8692	2009	Y	Y			
International Journal of Emergency Services	2047-0894	2012	Y	Y			
International Journal of Energy Sector Management	1750-6220	2007	Y	Y			
International Journal of Public Leadership (Prev. International Journal of Leadership in Public Services)	2056-4929	2005	Y	Y			
International Journal of Public Sector Management	0951-3558	1994	Y	Y			

International Journal of Sociology and Social Policy	0144-333X	1998	Y	Y			
Management of Environmental Quality: An International Journal	1477-7835	2003	Y	Y			
Policing: An International Journal of Police Strategies & Management	1363-951X	1997	Y	Y			
Transforming Government: People, Process and Policy	1750-6166	2007	Y	Y			
Social Transformations In Chinese Societies	1871-2673	2016	Y	Y			
World Journal of Science, Technology and Sustainable Development	2042-5945	2010	Y	Y			
Tourism and Hospitality eJournal Collection (EMXTH)							
International Journal of Contemporary Hospitality Management	0959-6119	1994	Y	Y			
International Journal of Culture, Tourism and Hospitality Research	1750-6182	2007	Y	Y			
International Journal of Event and Festival Management	1758-2954	2010	Y	Y			
International Journal of Tourism Cities	2056-5607	2015	Y	Y			
Journal of Hospitality and Tourism Technology	1757-9880	2010	Y	Y			
Tourism Review	1660-5373	2007	Y	Y			
Worldwide Hospitality and Tourism Themes	1755-4217	2009	Y	Y			

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

Access Conditions: Unlimited simultaneous user systemwide perpetual access

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

Fees and Negotiated Discounts:

- **Total Fee: GBP 286 468**
- License Fee / year

	2018	2019	2020	2021	2022
TOTAL FEES BY YEAR	£51 843	£54 436	£57 157	£60 015	£63 017

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 with the exception of the first year of the Agreement, where it is 10 business days following after the Effective date (maturity of the first part payment);
 - Max 50% on 30 April of the given year for which the Licensed Materials are paid with the exception of the first year of the Agreement, where it is 50 business days after the Effective date (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 with the exception of the first year of the Agreement, where it is up to 10 days before the stated maturity of the first part payment;
 - 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 with the exception of the first year of the Agreement, where it shall be within 10 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. 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 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.

Appendix B: Participating Institutions

This Appendix contains business secrets pursuant to the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, not disclosed in the register of contracts in accordance with provisions of Section 3, Paragraph 1 of Act No. 340/2015 Coll.

#	Instituce	Institution
1.	Vysoké učení technické v Brně	Brno University of Technology
2.	Západočeská univerzita v Plzni	University of West Bohemia
3.	Masarykova univerzita	Masaryk University
4.	Moravská zemská knihovna v Brně	Moravian Library in Brno
5.	ŠKODA AUTO Vysoká škola	ŠKODA AUTO UNIVERSITY
6.	Knihovna AV ČR, v.v.i. (za celou AV ČR)	Library of the Czech Academy of Sciences (on behalf of all CAS institutes)
7.	Národní technická knihovna	National Library of Technology

		2018	2019	2020	2021	2022					
Emerald Engineering eJournal Collection	Vysoké učení technické v Brně	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]					
	Západočeská univerzita v Plzni										
Emerald Library Studies eJournal Collection	Masarykova univerzita										
	Moravská zemská knihovna v Brně										
Emerald Managements eJournals	Masarykova univerzita										
	Vysoké učení technické v Brně										
Emerald Operations, Logistics & Quality eJournal Collection	ŠKODA AUTO Vysoká škola										
Emerald Premier	Knihovna AV ČR, v.v.i.										
	Národní technická knihovna										
							£51 843	£54 436	£57 157	£60 015	£63 017

Appendix C: IP Addresses

#	Instituce	Institution	IP ranges
1.	Vysoké učení technické v Brně	Brno University of Technology	147.229.*.*
2.	Západočeská univerzita v Plzni	University of West Bohemia	147.228.*.*
3.	Masarykova univerzita	Masaryk University	147.251.*.*
4.	Moravská zemská knihovna v Brně	Moravian Library in Brno	195.113.155.*
5.	ŠKODA AUTO Vysoká škola	ŠKODA AUTO UNIVERSITY	213.168.183.64/28
6.	Knihovna AV ČR, v.v.i. (za celou AV ČR)	Library of the Czech Academy of Sciences (on behalf of all CAS institutes)	pleas see the "CAS" spreadsheet below
7.	Národní technická knihovna	National Library of Technology	195.113.241.0 - 195.113.241.255 195.113.242.0 - 195.113.242.159

Institution	IP Ranges
Czech Academy of Sciences	
Astronomical Institute of the CAS	147.231.104.* 147.231.105.* 147.231.106.* 147.231.107.* 147.231.18.226 195.113.69.146 147.231.76.* 147.231.47.162
Biology Centre of the CAS	147.231.250.0/24 147.231.251.0/24 147.231.252.0/24 147.231.253.0/24
Institute of Archeology of the CAS	81.19.3.226 31.192.72.158 213.155.254.145 90.176.58.14 88.103.119.233
Institute of Biophysics of the CAS	195.178.68.1-195.178.68.255 195.178.69.1-195.178.69.255 147.231.203.1-174.231.203.255

Institute of Biotechnology of the CAS	147.231.236.8 147.231.236.9 147.231.236.7 147.231.236.10
Institute of Botany of the CAS	147.231.110.1-254 147.231.248.1/255.255.255.128 147.231.201.84
Institute of Ethnology of the CAS	147.231.78.1-60 147.231.98.33-36 147.231.205.2
Institute of Physiology of the CAS	147.231.41.251 147.231.41.24 147.231.41.22 147.231.41.16
Institute of Philosophy of the CAS	147.231.53.250 147.231.79.*
Institute of Physics of the Czech Academy of Sciences	147.231.126.0/24 147.231.127.0/24 147.231.26.0/24 147.231.27.0/24 147.231.4.0/24 147.231.232.0/24 147.231.19.32/29 147.231.19.176/29 147.231.234.0/23
Institute of Geophysics of the CAS	147.231.72.* 147.231.73.*
Institute of Geology of the CAS	147.231.139.1 - 255 147.231.142.1 - 255
Institute of Mathematics of the CAS	147.231.88.0/23
The Economics Institute of the CAS	195.113.12.0-195.113.12.255 195.113.13.0-195.113.13.255
Institute of Sociology of the CAS	147.231.51.132 147.231.52.60 147.231.52.62
Institute of Inorganic Chemistry of the CAS	147.231.132.1-147.231.132.254 147.231.133.1-147.231.133.254
Institute of Vertebrate Biology of the CAS	195.178.81.128-255 88.83.243.195 85.207.78.5
Institute of Chemical Process Fundamentals of the CAS	147.231.137.* 147.231.136.* 147.231.140.* 10.0.140.* 10.1.140.*
Institute of Art History of the CAS	147.231.51.29

Institute of Experimental Botany of the CAS	147.231.138.0/24 195.113.123.0/27 158.194.70.0/25 158.194.125.0/24 147.231.96.0/24
Institute of Experimental Medicine of the CAS	* *under the range of Institute of Physiology
Institute of Atmospheric Physics of the CAS	147.231.74.0/23 147.231.47.0/26
J. Heyrovský Institute of Physical Chemistry of the CAS	147.231.28.0-147.231.31.255 (147.231.28.0/22)
Institute of Photonics and Electronics of the CAS	147.231.2.0/23 147.231.18.88/29 147.231.19.40/29
Institute of Physics of Materials of the CAS	195.178.67.0/24 195.178.66.0/24 147.231.200.0/24
Institute of Plasma Physics of the CAS	147.231.36.1-255 147.231.37.1-255 147.231.95.1-255 147.231.229.1-66
Institute of Geonics of the CAS	147.231.208.1 - 147.231.208.254 147.231.210.241 - 147.231.210.242 147.231.210.245 - 147.231.210.246 147.231.201.1 - 147.231.201.62
Institute of Hydrodynamics of the CAS	147.231.124.1 - 147.231.124.255
Institute of Analytical Chemistry of the CAS	147.231.204.0 - 147.231.205.255 147.231.43.225 147.231.41.6 147.231.43.211 147.231.43.200 147.231.43.196 147.231.43.222 147.231.43.208 147.231.43.193 147.231.43.210 147.231.43.227
Institute of Computer Science of the CAS	147.231.6.9 147.231.6.8 147.231.6.10 147.231.6.11
Nuclear Physics Institute of the CAS	147.231.100.0 - 147.231.103.255 147.231.24.0 - 147.231.24.255
Institute of Macromolecular Chemistry of the CAS	147.231.112.* 147.231.113.* 147.231.77.129-254 147.231.51.227-228

Institute of Organic Chemistry and Biochemistry of the CAS	147.231.18.232-147.231.18.239 147.231.120.0-147.231.123.255 147.231.128.0-147.231.129.255 192.108.128.0-192.108.128.255
Institute of Contemporary History of the CAS	147.231.84.1 147.231.84.101 147.231.98.60 147.231.98.22
Institute of Scientific Instruments of the CAS	195.178.70.* 195.178.71.*
Institute of Rock Structure and Mechanics of the CAS	147.231.39.254 147.231.39.2 147.231.39.9 147.231.39.28
Institute of State and Law of the CAS	147.231.57.150 - 147.231.57.249 147.231.57.5 (proxy)
Institute of theoretical and applied mechanics of the CAS	147.231.20.1 - 147.231.22.254
Institute of Thermomechanics of the CAS	147.231.32.* 147.231.35.* 147.231.244.* 147.231.33.* 147.231.34.*
Institute of Information Theory and Automation of the CAS	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
Global Change Research Institute of the CAS	147.231.201.128-147.231.201.191
Institute of Animal Physiology and Genetics of the CAS	147.231.116.0/24 147.231.42.237 147.231.204.0/24
Library of the Czech Academy of Sciences	147.231.62* 147.231.63*
Institute of Czech Literature of the CAS	147.231.80.* 195.178.81.129 - 195.178.81.254
Institute of History of the CAS	147.231.205.74 - 147.231.205.99 147.231.23.100 - 147.231.23.200 147.231.250.50
Institute of Microbiology of the CAS	* under the range of Institute of Physiology
Institute of Molecular Genetics of the CAS	147.231.144.0/22 147.231.150.0/24 147.231.47.144/28
Oriental Institute of the CAS	147.231.10.129 - 147.231.10.254

Institute of Slavonic Studies of the CAS	147.231.69.0/24
Institute of the Czech Language of the CAS	147.231.67.1-147.231.67.255 147.231.68.1-147.231.68.255
Masaryk Institute and Archives of the CAS	147.231.70.0/24
Institute of Psychology of the CAS	147.231.51.69 147.231.51.76 147.231.202.1 - 60
Head Office of the CAS	147.231.61.*

Appendix D: Text and Data Mining Terms

1. DEFINITIONS

In this Appendix, the following terms shall have the meanings set out below:

“Publisher’s Content” means the whole or any part of a copyright-protected literary work, of a database or of any other information product owned or controlled by the Publisher or its suppliers, and includes (without limitation) any illustration, table, figure, header information, abstracts, bibliographic information or any video or computer-animated design embedded or incorporated in such literary work, database or information product. For avoidance of doubt, Publisher’s Content includes manuscripts of books, published journal articles, abstracts and bibliographic information contained in the institutional or subject repositories, where the Licensor has not expressly agreed to the text and data mining of any such content.

“Text and Data Mining” or “TDM” means to perform extensive automated searches of Publisher’s Content, the sorting, parsing, addition or removal of linguistic structures, and the selection and inclusion of content into an index or database for purposes of classification or recognition of relations and associations.

“Text and Data Mining Output” or “TDM Output” means the result of any Text and Data Mining activity or operation, capable of fixation, reproduction and/or communication in any form, such as the creation of an index, reference, abstract, relative or absolute description or representation of Publisher’s Content, an algorithm, formula, metrics, method, standard or taxonomy describing or based on Publisher’s Content, a relational expression or measurement, whether scalable or not, of Publisher’s Content, extraction, alternative representation or translation, expression or discussion of any extracts from mined Publisher’s Content, whether in the form of a direct extraction or a representation in any form which is based on Publisher’s Content.

“Licensee” means the Licensee and Participating Institutions.

2. DESCRIPTION AND TERM OF TEXT AND DATA MINING ACTIVITIES

2.1 Upon the terms of this Licence, the Licensor grants to the Licensee the non-exclusive, non-transferable right to TDM the Publisher’s Content. For the avoidance of doubt, TDM rights are granted here purely for internal non-commercial research purposes.

2.2 The Licensee may access and use the Publisher’s Content for TDM for so long as the Licensee contemporaneously maintains a subscription to such Publisher’s Content.

2.3 The Licensee acknowledges that all right, title and interest in and to the Publisher’s Content remains with the Publisher/Licensor and that unauthorized use

and/or redistribution of the Publisher's Content or the TDM Output could materially harm the Publisher/Licenser.

2.4 The Licensee may load and technically format the XML version of the Publisher's Content on a Licensee server that enables access to and use of such Publisher's Content for TDM purposes by Authorised Users by using automated programs or devices to continuously and automatically: (i) download, extract and index information from the Publisher's Content for the purpose of enhanced navigation of the emeraldinsight.com website to which the Licensee separately subscribes; and (ii) extract semantic entities from the Publisher's Content for the purpose of recognition and classification of the relations between them and mount, load and integrate the results on a server used for the Licensee's text-mining system (i.e. not in libraries, repositories or archives) and (iii) derive patterns within the Publisher's Content, and (iv) evaluate and interpret the TDM Output for access and use by Authorised Users.

2.5 Licenser excludes any warranty regarding the quality of the data, formatting and errors or omissions. The Publisher's Content is made available "as is" and without warranty of fitness for purpose, satisfactory quality, reliability, completeness and the Licenser disclaims any implied quality in relation to it.

2.6 Except as expressly stated in this Licence or otherwise permitted in writing by Licenser, the Licensee and its Authorised Users may not:

- a) perform systematic or substantive extracting, especially when performed for the purposes to create a product or service for use by third parties;
- b) utilise the TDM Output to enhance institutional or subject repositories in a way that would compete with the value of the final peer-review journal articles, or have the potential to substitute and/or replicate any other existing Licenser/Publisher product, service and/or solution;
- c) make the results of any TDM Output available on an externally facing server or website;
- d) allow a third party to harvest any TDM Output to an internal server;
- e) extract, develop or use the Publisher's Content in any commercial activity;
- f) abridge, modify, translate or create any derivative work based on the Publisher's Content, except to the extent necessary to make it perceptible on a computer screen to Authorised Users;
- g) remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Publisher's Content; and/or
- h) substantially or systematically reproduce, retain or redistribute the Publisher's Content.

3. SECURITY

3.1 Licensee shall implement and maintain adequate and effective state of the art data security systems and measures, in line with international industry standards and best practice.

3.2 The Licensor shall be entitled, at its sole discretion, cost and expense to audit Licensee's entire TDM environment, which would include the content loaded, the hardware environment, software deployed, physical and general controls in place to guard the content and ensure it is disseminated only to Authorised Users.

3.3 In the event that the Licensee collects or otherwise processes or uses personal data, the Licensee shall expressly obtain consent from the end user or any person that is a beneficiary of applicable data protection laws which shall be limited to the use to which the end user/affected person expressly consents. The Licensee shall undertake appropriate technical and security measures to protect any personal data Licensee collects.

4. BREACH

4.1 In addition to any contractual rights and remedies under the applicable law, the Licensor shall retain the right to deny access to any Publisher-hosted content where the Licensee is in breach of any of the conditions of this Licence. Where Licensee has made available any of the Publisher's Content or any resulting TDM Output available to third parties, Licensor shall be entitled to terminate this Licence and also to charge the Licensee any subscription fee that would have been payable to the Licensor, had the use in question been agreed. For avoidance of doubt, the foregoing contractual remedies apply in addition to and not in substitution of any rights and remedies for breach available in law, such as the right to claim damages and disgorging of any profits generated by reason of any TDM Output in contravention of this Licence.

5. DELETION OF LOCALLY LOADED PUBLISHER CONTENT

5.1 Upon termination or expiry of this Licence, howsoever arising, the Licensee shall procure the destruction of any copies of Publisher's Content where this has been locally loaded for purposes of TDM. Where requested by the Licensor, the Licensee shall provide a certificate of destruction no later than 30 days after termination or expiry, signed by an authorised officer of the Licensee.

5.2 For the avoidance of doubt, Clause 5.1 of this Appendix Dof the Licence shall remain effective and survive termination of this Licence.