

Kupní smlouva č. UKRUK/99726/2018 - e-knihy pro lékařské obory

(dále jen „smlouva“)

uzavřená níže uvedeného dne, měsíce a roku mezi dále uvedenými smluvními stranami podle ust. § 2079 a násl. zákona č. 89/2012 Sb., občanský zákoník, ve znění pozdějších předpisů (dále jen „občanský zákoník“)

I. Smluvní strany

EBSCO Information Services s.r.o.

se sídlem: Klimentská 1746/52, 110 00 Praha 1
zastoupená: Vojislav Milovanovic, na základě plné moci
IČO: 49621823
DIČ: CZ49621823
Zapsaná v obchodním rejstříku vedeném městským soudem v Praze, odd. C, vl. 24504
Bankovní spojení : Deutsche Bank AG Praha
Číslo účtu : 311930004/7910
ID datové schránky : st82u4z

(dále jen "dodavatel")

Univerzita Karlova

se sídlem: Ovocný trh 560/5, 116 36 Praha 1
zastoupená: Ing. Miroslava Oliveriusová, kvestorka
pracovník pověřený jednáním: PhDr. Radka Římanová, Ph.D., ředitelka Ústřední knihovny UK
IČO: 00216208
DIČ: CZ00216208
bankovní spojení: Česká spořitelna, a.s.
číslo účtu: 909909339/0800

(dále jen „odběratel" nebo „UK“)

(dále společně jako „smluvní strany“)

II. Předmět smlouvy a závazky dodavatele

1. Předmětem smlouvy je zpřístupnění elektronických knih (dále jen „e-knih“) formou trvalého nákupu, tedy s časově neomezenou licencí, přístupných na online platformách vydavatelů nebo dodavatelů k tomu určených v rámci projektu Podpora rozvoje studijního prostředí na UK – MRR, reg. č. CZ.02.2.67/0.0/0.0/17_044/0008561.
2. Specifikace e-knih včetně počtu současně připojených oprávněných uživatelů odběratele je uvedena v Příloze č. 1 této smlouvy s názvem „Specifikace e-knih“.
3. Součástí předmětu smlouvy je rovněž:
 - a) zajištění administrátorského přístupu k platformám, na kterých budou poptávané e-knihy dostupné, a které umožňují získávání statistik o využívání e-knih,
 - b) součinnost při zajištění práva poskytovat uživatelům vzdálený přístup k poptávaným e-knihám technologií EZ proxy či institucionálním přihlášením Shibboleth - eduGAIN, a to včetně případu, kdy si předplatné na stejné platformě zřídily již individuálně různé fakulty UK (součástí odběratele),
 - c) dodávka bibliografických záznamů ve formátu MARC21 k e-knihám, které nelze indexovat v discovery systému Ebsco Discovery Service.
4. Dodavatel je dále povinen zajistit technickou podporu a součinnost při využívání služby a zjednání nápravy při dočasném výpadku služby do 72 hodin od nahlášení výpadku dodavateli s výjimkou plánované odstávky, která musí být avizována e-mailem na adresu eizukhelp-1@cuni.cz, s předstihem minimálně 5 pracovních dnů.
5. Dodavatel se zavazuje dodat odběrateli plnění výše uvedeného předmětu smlouvy včetně technické podpory a součinnosti řádně a včas a odběratel se zavazuje za toto plnění dle podmínek této smlouvy dodavateli zaplatit cenu dle čl. IV. této smlouvy.

III. Ostatní ujednání

1. Vzhledem k charakteru předmětu smlouvy (díla chráněna autorským právem) se na užití e-knih vztahují licenční podmínky konkrétních platforem pro e-knihy, které jsou volně dostupné na internetu. Souhrn licenčních podmínek platforem k užívání e-knih a odkaz na jejich úplné znění jsou uvedeny v Příloze č. 2 této smlouvy s názvem „Souhrn licenčních podmínek platforem“.
2. Dojde-li během trvání této smlouvy k přerušení poskytování přístupu k e-knihám, které jsou předmětem této smlouvy, je dodavatel povinen na tuto skutečnost neprodleně písemně upozornit odběratele a zároveň navrhnout způsob řešení dané situace (např. náhradu jiným titulem obdobného charakteru apod.). Nebude-li odběratel souhlasit s navrhovaným řešením a nedojde-li k jiné dohodě, je dodavatel oprávněn vypovědět plnění smlouvy v případě dotčených e-knih s výpovědní dobou 30 dní. Dodavatel je povinen vrátit zpět odběrateli poměrnou část ceny dle čl. IV. odst. 1. této smlouvy, s přihlédnutím k dotčeným e-knihám a k období v němž je nebylo možno čerpat. Ostatní ustanovení smlouvy zůstávají v platnosti.
3. Dodavatel se zavazuje zpřístupnit odběrateli e-knihy do 10 pracovních dnů od účinnosti této smlouvy.

IV. Cena a platební podmínky

1. Cena za plnění předmětu této smlouvy se stanovuje dohodou mezi odběratelem a dodavatelem ve výši dle Přílohy č. 1 této smlouvy v Kč.
2. V ceně dle odst. 1. tohoto článku jsou započteny veškeré náklady související s plněním předmětu této smlouvy. Cena je nejvýše přípustná a konečná.
3. Povinnost fakturovat částku za plnění předmětu této smlouvy vzniká dodavateli do 10 pracovních dnů ode dne zpřístupnění e-knih odběrateli podle této smlouvy.
4. Odběratel uhradí cenu na základě daňového dokladu (faktury) vystaveného dodavatelem se splatností 28 dní ode dne doručení faktury odběrateli. Faktura musí obsahovat všechny náležitosti daňového dokladu vyplývající z obecně závazných předpisů. Odběratel má právo vrátit fakturu k doplnění v případě, že faktura nebude mít odpovídající náležitosti, aniž se dostane do prodlení se splatností. Lhůta splatnosti počíná běžet znovu ode dne opětovného doručení odběrateli.
5. Pro případ prodlení odběratele se zaplacením faktury se sjednává úrok z prodlení ve výši 0,05% z neuhrazené částky denně za každý den prodlení.

V. Závěrečná ustanovení

1. Smlouva vstupuje v platnost dnem jejího podpisu oběma smluvními stranami, přičemž platí datum posledního podpisu a uzavírá se na dobu neurčitou. Účinnosti smlouva nabyde dnem jejího uveřejnění v registru smluv dle odst. 4. tohoto článku.
2. Od smlouvy lze odstoupit v případě podstatného porušení smluvních závazků druhou stranou, a to doručením písemného odstoupení od smlouvy, v němž bude sdělena skutečnost, v níž je spatřováno podstatné porušení smlouvy. Za podstatná porušení této smlouvy se považují:
 - a) prodlení odběratele se zaplacením ceny přesahující 60 dnů,
 - b) prodlení dodavatele se zpřístupněním e-knih odběrateli ve sjednané lhůtě,
 - c) výpadek ve zpřístupnění e-knih v délce minimálně souvislých 21 dnů,
 - d) dále opakovaný výpadek ve zpřístupnění produktů v období 4 týdnů v délce minimálně 7 dnů nebo úpadek dodavatele dle platného insolvenčního zákona.Dále lze smlouvu ukončit dohodou smluvních stran.
3. Veškeré změny a doplňky této smlouvy musí být učiněny písemně formou dodatků, podepsaných oprávněnými zástupci obou smluvních stran.
4. Smluvní strany berou na vědomí, že tato smlouva vyžaduje uveřejnění v registru smluv podle zákona č. 340/2015 Sb., ve znění pozdějších předpisů a s tímto uveřejněním souhlasí. Zaslání smlouvy do registru smluv zajistí odběratel neprodleně po podpisu smlouvy. Odběratel se současně zavazuje informovat druhou smluvní stranu o provedení registrace tak, že zašle druhé smluvní straně kopii potvrzení správce registru smluv o uveřejnění smlouvy bez zbytečného odkladu poté, kdy sám potvrzení obdrží, popř. již v průvodním formuláři vyplní příslušnou kolonku s ID datové schránky druhé smluvní strany (v takovém případě potvrzení od správce registru smluv o provedení registrace dohody obdrží obě smluvní strany zároveň).
5. Smlouva je vyhotovena ve 4 vyhotoveních, která mají všechna platnost originálu. Odběratel obdrží 3 vyhotovení a dodavatel obdrží 1 vyhotovení.

Nedílnou součástí smlouvy jsou:

Příloha č. 1 – Specifikace e-knih

Příloha č. 2 – Souhrn licenčních podmínek platformem

V Praze dne 02. 08. 2018

V Praze dne 23. 08. 2018

Za dodavatele
Vojislav Milovanovic

Za odběratele
Ing. Miroslava Oliveriusová

Příloha č. 1 – Specifikace e-knih

Název e-knihy	ISBN nebo eISBN	Počet současně připojených uživatelů	Název platformy	Cena v Kč bez DPH	Výše DPH	Cena v Kč s DPH
A Gastroenterologist's Guide to Gut Health : Everything You Need to Know About Colonoscopy, Digestive Diseases, and Healthy Eating	9781442271999	1 uživatel	EBSCOhost	739,18	155,23	894,41
A Massage Therapist's Guide to Treating Headaches and Neck Pain E-Book	9780702050978	1 uživatel	EBSCOhost	5 184,25	1 088,69	6 272,95
Achieving Effective Integrated E-Care Beyond the Silos	9781466661400	1 uživatel	EBSCOhost	4 527,49	950,77	5 478,26
Anonymizing Health Data : Case Studies and Methods to Get You Started	9781449363031	1 uživatel	EBSCOhost	480,28	100,86	581,14
Big Data Analytics in Bioinformatics and Healthcare	9781466666122	1 uživatel	EBSCOhost	4 712,29	989,58	5 701,87
Big Data and Ethics : The Medical Datasphere	9780081010624	1 uživatel	EBSCOhost	2 882,81	605,39	3 488,20
Big Data and Health Analytics	9781482229257	1 uživatel	EBSCOhost	1 792,52	376,43	2 168,95
Cloud Computing Applications for Quality Health Care Delivery	9781466661202	1 uživatel	EBSCOhost	4 527,49	950,77	5 478,26
Cognitive Informatics in Health and Biomedicine : Case Studies on Critical Care, Complexity and Errors	9781447154907	1 uživatel	EBSCOhost	1 662,98	349,22	2 012,20
Computational Biomechanics for Medicine : New Approaches and New Applications	9783319155036	1 uživatel	EBSCOhost	2 938,25	617,03	3 555,28
Computational Intelligence in Medical Informatics	9789812872609	1 uživatel	EBSCOhost	1 385,78	291,01	1 676,80
Concepts and Trends in Healthcare Information Systems	9783319068442	1 uživatel	EBSCOhost	2 199,07	461,80	2 660,87
Consumer Health Informatics : New Services, Roles, and Responsibilities	9783319195902	1 uživatel	EBSCOhost	1 644,68	345,38	1 990,06
Contemporary Consumer Health Informatics	9783319259734	1 uživatel	EBSCOhost	3 123,05	655,84	3 778,88
E-learning : Evolution, Strategies and Technologies	9781634841900	1 uživatel	EBSCOhost	2 956,73	620,91	3 577,64
EHealth, Care and Quality of Life	9788847052536	1 uživatel	EBSCOhost	1 829,48	384,19	2 213,67
Electronic Health Records : Assessments of Program Participation and Key Challenges	9781634822770	1 uživatel	EBSCOhost	2 217,55	465,68	2 683,23
Handbook of Research on Patient Safety and Quality Care Through Health Informatics	9781466645479	1 uživatel	EBSCOhost	6 745,04	1 416,46	8 161,50
Health Information Systems : Managing Clinical Risk	9783319266121	1 uživatel	EBSCOhost	1 662,98	349,22	2 012,20
Healthcare Administration : Concepts, Methodologies, Tools, and Applications	9781466663404	1 uživatel	EBSCOhost	44 628,13	9 371,91	54 000,04
Healthcare Informatics and Analytics : Emerging Issues and Trends	9781466663176	1 uživatel	EBSCOhost	4 342,70	911,97	5 254,66
Improving Health Management Through Clinical Decision Support Systems	9781466694330	1 uživatel	EBSCOhost	4 157,90	873,16	5 031,06
Information Technologies in Biomedicine, Volume 4	9783319065960	1 uživatel	EBSCOhost	4 416,61	927,49	5 344,10
Machine Learning in Healthcare Informatics	9783642400179	1 uživatel	EBSCOhost	2 753,45	578,23	3 331,68
Management Innovations for Healthcare Organizations : Adopt, Abandon or Adapt?	9781317578024	1 uživatel	EBSCOhost	3 455,68	725,69	4 181,37
Medical Diagnosis Using Artificial Neural Networks	9781466661486	1 uživatel	EBSCOhost	3 973,10	834,35	4 807,46
Medical Informatics, E-Health : Fundamentals and Applications	9782817804781	1 uživatel	EBSCOhost	1 829,48	384,19	2 213,67

Methods, Models, and Computation for Medical Informatics	9781466626843	1 uživatel	EBSCOhost	4 527,49	950,77	5 478,26
MHealth : Transforming Healthcare	9781489974570	1 uživatel	EBSCOhost	2 199,07	461,80	2 660,87
Mobile Health : A Technology Road Map	9783319128177	1 uživatel	EBSCOhost	3 862,23	811,07	4 673,30
Mobile Technologies As a Health Care Tool	9783319059181	1 uživatel	EBSCOhost	1 293,38	271,61	1 564,99
Moodle 3.x Developer's Guide	9781786469540	1 uživatel	EBSCOhost	665,08	139,67	804,75
Optimizing Open and Distance Learning in Higher Education Institutions	9781522526254	1 uživatel	EBSCOhost	3 603,51	756,74	4 360,25
Principles of Health Interoperability : SNOMED CT, HL7 and FHIR	9783319303703	1 uživatel	EBSCOhost	1 662,98	349,22	2 012,20
Public Health Informatics and Information Systems	9781447142379	1 uživatel	EBSCOhost	1 662,98	349,22	2 012,20
Python Playground : Geeky Projects for the Curious Programmer	9781593277338	1 uživatel	EBSCOhost	442,59	92,94	535,53
Recent Advances in Technology Research and Education : Proceedings of the 16th International Conference on Global Research and Education Inter-Academia 2017	9783319674599	1 uživatel	EBSCOhost	4 416,61	927,49	5 344,10
Recent Trends in Information and Communication Technology : Proceedings of the 2nd International Conference of Reliable Information and Communication Technology (IRICT 2017)	9783319594279	1 uživatel	EBSCOhost	6 818,96	1 431,98	8 250,94
Requirements Engineering for Digital Health	9783319097985	1 uživatel	EBSCOhost	2 014,27	423,00	2 437,27
Research on E-Learning and ICT in Education : Technological, Pedagogical and Instructional Perspectives	9783319341279	1 uživatel	EBSCOhost	1 644,68	345,38	1 990,06
Research Perspectives on the Role of Informatics in Health Policy Management	9781466643222	1 uživatel	EBSCOhost	4 527,49	950,77	5 478,26
Reshaping Medical Practice and Care with Health Information Systems	9781466698710	1 uživatel	EBSCOhost	2 771,93	582,11	3 354,04
Social Media and Mobile Technologies for Healthcare	9781466661523	1 uživatel	EBSCOhost	4 527,49	950,77	5 478,26
Systems Design for Remote Healthcare	9781461488422	1 uživatel	EBSCOhost	2 199,07	461,80	2 660,87
The History of Medical Informatics in the United States	9781447167327	1 uživatel	EBSCOhost	1 644,68	345,38	1 990,06
The Wills Eye Manual : Office and Emergency Room Diagnosis and Treatment of Eye Disease	9781496353665	1 uživatel	EBSCOhost	5 266,67	1 106,00	6 372,68
Thyroid Eye Disease	9781493917464	1 uživatel	EBSCOhost	2 753,45	578,23	3 331,68
Translational Informatics : Realizing the Promise of Knowledge-Driven Healthcare	9781447146469	1 uživatel	EBSCOhost	1 829,48	384,19	2 213,67
Unifying the Applications and Foundations of Biomedical and Health Informatics	9781614996644	1 uživatel	EBSCOhost	2 550,18	535,54	3 085,72
CELKOVÝ SOUČET:				185 653,21	38 987,17	224 640,38

Příloha č. 2 – Souhrn licenčních podmínek platforem

Licenční podmínka	EBSCOhost
Odkaz na plné znění licenčních podmínek (URL)	Licenční podmínky jsou dodané v samostatném souboru
Meziknihovní výpůjční služba (vyplnit ANO / NE)	ANO
Vzdálený přístup (vyplnit EZ Proxy / Shibboleth / obojí)	obojí
COUNTER statistika (vyplnit ANO / NE)	ANO
Podpora SUSHI protokolu (vyplnit ANO / NE)	ANO
Vzdálený přístup pro externí registrované uživatele knihoven UK (vyplnit ANO / NE)	ANO
Přímý přístup s autentizací podle IP adresy pro „walk-in“ uživatele knihoven UK (vyplnit ANO / NE)	ANO
DRM-Free model (vyplnit ANO / NE)	pouze u některých modelů neomezené licence
Podpora pro OpenURL linkování (vyplnit ANO / NE)	ANO

LIBRARY ECONTENT AGREEMENT

This Library eContent Agreement (this "Agreement") is by and between Library ("Library") and EBSCO Publishing, Inc., an Alabama corporation ("EBSCO").

Whereas, EBSCO has acquired certain rights to convert various electronic books, audiobooks and other works to electronic format and to market and distribute the works as converted as eContent, and EBSCO operates an electronic library service for hosting and managing eContent and other materials over the Internet.

Whereas, Library desires to purchase licenses, subscriptions, or both, to certain eContent, subject to the terms and conditions described in this Agreement.

In consideration of the mutual covenants and obligations set forth below, the parties agree as follows.

A. Definitions.

Terms defined within this Agreement have the respective meanings attributed to them throughout this Agreement or in this Section A. Any defined term may be used in the singular and in the plural, as appropriate in the context.

1. An "Affiliate" in the case of a company, is any company that is an affiliate, a subsidiary or a division of the company in which the company controls 50% or more of the voting stock or equity interest.
2. "Audiobooks(s)" mean EBSCO's electronic versions of certain audiobooks and other works to which EBSCO has acquired certain rights.
3. "eBook(s)" mean EBSCO's electronic versions of certain electronic books and other works to which EBSCO has acquired certain rights.
4. "EBSCOhost" means the website operated by EBSCO and open to the general public in order to provide information about EBSCO's products and services.
5. "eContent" means Audiobooks, eBooks, or both, as applicable, depending on the context and the Library's purchases.
6. "eContent Collection(s)" means a collection of eContent that EBSCO has grouped together for purchase or Subscription sales.
7. The "eContent License" means a license to use the relevant eContent.
8. "Library's EBSCOhost" means the website operated by EBSCO and open to Library and Patrons in order to access and use eContent Licensed to Library.
9. A "MARC Record" means an electronic record containing metadata and other relevant information about the corresponding eContent.
10. "Patrons" mean Library's registered faculty, members, patrons, students, and other authorized users, including both onsite users and remote users. Except in the case of a company, Patrons are individuals and may not be corporations or other entities. In the case of a company, Patrons means Library's employees, independent contractors and other authorized users or Affiliates. For purposes of this Agreement, if the Library is a company, then Library will be responsible for the acts and omissions of its Patrons, its Affiliates and its Affiliates' Patrons as if such were employees of Library or Library itself.
11. "Platform Services" mean EBSCO's services related to Library's ongoing access to and use of purchased eContent or eContent Collections, or both, via the Internet and Library's EBSCOhost.
12. A "Subscription" means a license for access to the eContent Collection for a specified time period on the

basis described in Exhibit A. A Subscription may include a lease of eContent.

13. "Subscription Price" means the price established for the license for access to the eContent Collection for the specified time period.

B. Library and Patron Usage.

1. **Copyrighted Works.**

a. Library acknowledges and agrees that the copyright to the eContent is owned by or licensed to EBSCO and the respective publisher thereof. All Rights Reserved. By purchasing a license to eContent, Library obtains certain rights to access and use a copy of the eContent under this Agreement, but Library does not obtain or own any rights in the copyrights or any other intellectual property rights that may be associated with the eContent. Library agrees that any use of eContent by Library and its Patrons is governed by and will comply with applicable laws, including without limit U.S. copyright laws. Library acknowledges that it and its Patrons have no right to make copies of any eContent, or any portions thereof, except to the extent permitted by applicable copyright laws. Library may print or download limited portions of eContent, where such functionality is available, for the purposes of fulfilling interlibrary loan requests as long as those actions comply with Section 108 of the U.S. Copyright Act of 1976, as amended.

b. Library acknowledges and agrees that repeated violations by Library or Patrons of copyright or other intellectual property right of EBSCO or any third party will give EBSCO the right to terminate this Agreement for cause.

2. **Limiting Access Measures.**

Library will be solely responsible for determining which Patrons will have access to Library's EBSCOhost under this Agreement. Library agrees to implement appropriate measures to limit the use of eContent through access by Patrons ("Limiting Access Measures") within a reasonable time frame. Limiting Access Measures may change from time to time and include, but are not limited to, remote patron authentication applications, authentication through protected IP addresses, a patterned identification check and privileged user accounts. EBSCO, in its sole discretion, may discontinue Library's access to Library's EBSCOhost if Library fails to implement Limiting Access Measures within a reasonable timeframe. Except for standard fees charged by Library to Patrons, Library will not charge any Patron for use of Library's EBSCOhost.

3. **Terms of Use.**

The use of Library's EBSCOhost by Library and Patrons will be governed by the "Terms of Use" currently available at <http://support.ebsco.com/ehost/terms.html>, as they may be amended from time to time, which are incorporated in this Agreement by reference. If a Library or a Patron violates the Terms of Use, EBSCO reserves the right, in its sole discretion, to suspend Library's or the Patron's access to and use of

Library's EBSCOhost. Library acknowledges and agrees that, in the case of repeated or persistent violations, EBSCO may terminate this Agreement. As between EBSCO and Library, the terms of this Agreement will prevail over any inconsistent provision of the Terms of Use, and no change in the Terms of Use will be applied to materially adversely affect Library's rights under this Agreement. If Library uses Adobe Content Server then Library agrees to abide by the Adobe Content Server terms of use.

4. MARC Records.

EBSCO and Library agree that for MARC Records that are the property of OCLC; Library may use these OCLC MARC Records only for its own internal purposes as further described in Exhibit D.

- a. If Library makes an eContent Subscription purchase under Exhibit A, then as part of the relevant Subscription Price; EBSCO will provide Library with one copy of the MARC Record that corresponds to each piece of eContent included in the Subscription purchased by Library.
- b. If Library makes an eContent purchase under Exhibit B, EBSCO will provide Library with one copy of the MARC Record that corresponds to each eContent license purchased by Library.

C. Termination.

1. Termination Without Cause.

Either party may terminate this Agreement without cause by giving the other party at least sixty (60) days prior written notice of its intent to do so.

2. Termination for Cause.

Either party may terminate this Agreement for cause at any time by providing the other party with prior written notice of the occurrence of any of the following events:

- a. a party fails to timely pay any amounts due and payable, provided that the nonpayment is not cured within ten (10) days of the notice; or
- b. a party breaches any material provision of this Agreement provided that the breach cannot be, or is not, cured within sixty (60) days of the notice.

3. Survival.

All terms of this Agreement that are intended to survive termination for any reason of this Agreement will so survive, including without limit Section(s) B.1., B.2., D., E., F., H.4., and H.8.

D. Limited Warranty.

EBSCO warrants that EBSCO has the necessary authority to license the eContent to Library and, if applicable, to provide Platform Services to Library. EBSCO warrants that it will use its commercially reasonable efforts to provide Platform Services as described in Exhibit C. of this Agreement.

E. Warranty Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED IN SECTION D. ABOVE, LIBRARY'S EBSCOHOST, PLATFORM SERVICES, AND ECONTENT LICENSED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AND EBSCO AND ITS CONTENT PROVIDERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMIT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER EBSCO NOR ITS CONTENT PROVIDERS WARRANTS, GUARANTEES OR MAKES ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF LIBRARY'S EBSCOHOST OR ECONTENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EBSCO OR ITS EMPLOYEES WILL

CREATE A REPRESENTATION OR WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF EBSCO'S OBLIGATIONS, AND LIBRARY MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

F. Limitation on Liability.

Neither party will claim special, incidental, indirect, or consequential damages; including without limit lost profits, for breach of this Agreement. This limitation will also apply to any claims brought against EBSCO's content providers. Remedies are limited to claims for amounts due, for injunctive relief only as provided, or for direct damages. A party's aggregate liability for any and all claims, losses, liabilities, and demands arising, whether for breach of contract, in tort or otherwise, are limited to the total amount of eContent License Fees paid by Library to EBSCO, during the 12-month period immediately preceding the date on which the claim first arose.

G. Payment Terms.

All fees and charges are due and payable thirty (30) days from the date of the related invoice unless otherwise specified on the Product Order Form and agreed to by EBSCO. EBSCO may deny Library and Patrons access to Library's EBSCOhost until the unpaid invoice is paid in full.

H. Other Provisions.

1. Entire Agreement.

All exhibits referred to in this Agreement are incorporated in this Agreement by reference. This Agreement sets forth the entire agreement between the parties with respect to the subject matter of the Agreement. This Agreement governs all orders for purchases of eContent, Subscriptions to eContent Collections, or both placed by Library during the Term.

2. Modification or Amendment

Any modification or amendment of this Agreement must be in writing and signed by a duly authorized representative of each party. For clarification, no term contained in a purchase order or other similar document submitted to EBSCO by Library will be binding on the parties.

3. Assignment.

Neither party may sell, assign, transfer or convey this Agreement or any rights and obligations without the prior written consent of the other party, which will not be unreasonably withheld. But, EBSCO may assign or transfer this Agreement to an affiliated company or to a third party that acquires substantially all of its assets upon written notice to the Library.

4. Governing Law. This Agreement will be governed by the laws of the Commonwealth of Massachusetts, U.S.A. without regard to any conflict of laws or provisions contained in this Agreement, except as to copyright, trademark and other intellectual property matters, which are exclusively governed by the laws of the United States and any applicable international conventions. The parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods, however designated, will not apply to this Agreement. EBSCO and Library agree that any action arising from or out of the negotiations, execution, interpretation or enforcement of this Agreement may be brought in the state or federal courts located in the Commonwealth of Massachusetts, U.S.A. Library hereby consents to jurisdiction and venue in the state and federal courts in Commonwealth of Massachusetts, U.S.A.

5. Severability.

If any provision of this Agreement proves to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and in lieu of any provision of this Agreement that is illegal, invalid or unenforceable, there will be added as

a part of this Agreement a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible to be legal, valid and enforceable.

6. Force Majeure.

Neither party will be liable for, or have the right to terminate this Agreement as a result of, any delays or failures to perform any of its obligations under the Agreement to the extent that the delays or failures are due to circumstances beyond its reasonable control, including without limit acts of God; strikes; riots; acts of war; power failures; and functions or malfunctions of the Internet, telecommunications services, firewalls, encryption systems, and security devices; or governmental regulations imposed .

7. Waiver.

The waiver by either party of any right granted under this Agreement will not be deemed a waiver of any other right granted under this Agreement, or a precedent for any subsequent waiver.

8. Notices.

Any notice, demand, request, consent, approval or other communication (collectively, "Notices") required or permitted to be given under this Agreement will be in writing and sent by hand delivery, special courier capable of confirming receipt, United States Mail (certified mail, return receipt requested), or facsimile. The parties acknowledge and agree that a Notice might not be deemed effective if receipt is not confirmed. Notices will be sent to Library at the Mailing Address specified on the Product Order Form. Notices will be sent to EBSCO at the following address:

	EBSCO Publishing, Inc.
Address:	10 Estes Street
Address:	Ipswich, MA 01938
Attention:	Sales Management
Telephone:	(978) 356-6500
Facsimile:	(978) 356-6565

EXHIBIT A TO LIBRARY ECONTENT AGREEMENT – ECONTENT SUBSCRIPTION PURCHASE

A. Subscriptions to eContent Collection(s).

1. Purchase of Subscriptions to eContent Collection(s).
 - a. During the Term of the Agreement, Library may select and purchase Subscriptions to eContent Collection(s) in accordance with EBSCO's then current ordering practices. Each final order of Subscriptions to eContent Collection(s), as evidenced by a Product Order Form or online order, is incorporated in this Agreement by reference.
 - b. As EBSCO adds additional eContent Collection(s) or changes the terms and/or prices for existing eContent Collection(s), the EBSCO Subscription Prices are subject to change. However, in no case will changes to the EBSCO Subscription Prices be applied retroactively to existing Subscriptions.

c. Payment of the Subscription Fee allows Library to access the eContent Collection on Library's EBSCOhost website and receive Platform Services for such eContent for the term of the subscription.

B. Additional Subscription Terms for eContent Collection(s).

1. All purchases of Subscriptions are final.
2. A library or other organization that purchases a Subscription will receive a license to access the eContent Collection. The library or other organization will not own any other rights in the eContent Collection.
3. Except as specified in the Agreement and the Product Order Form, there are no other Subscription Terms for eContent Collection(s). In the event of a conflict between the Agreement and the Product Order Form, the Product Order Form will control.

EXHIBIT B TO LIBRARY ECONTENT AGREEMENT – ECONTENT PURCHASE

A. eContent Purchases.

1. Purchase of eContent Licenses.
During the Term of the Agreement, Library may select and purchase eContent Licenses in accordance with EBSCO's then current ordering practices. EBSCO will make the eContent Licenses available to Library according to EBSCO's agreements with its content providers, and partners. Each final order of eContent Licenses, as evidenced by a Product Order Form or online order, is incorporated in this Agreement by reference. All purchases of eContent are final. A purchase of an eContent License entitles the Library to receive Platform Services for Purchased eContent.
2. Archive Services. EBSCO shall maintain a digital archive of all eBooks purchased by a Library. In the event that EBSCO is no longer able to provide access to the eBooks as contemplated under this Agreement, Library may be provided copies or access the eBooks via this archive.
3. Library and Patrons will access Platform Services via Library's Internet connection, which will be Library's expense and responsibility.
4. Removing and Reinstating purchased eContent
 - a. Library may elect to have any purchased eContent removed from Library's EBSCOhost, by providing EBSCO with written notice of the election.
 - b. Library may elect to have any purchased eContent reinstated to Library's EBSCOhost, by providing EBSCO with written notice of the election.
5. Notwithstanding any other provision of this Agreement, if EBSCO terminates this Agreement for cause under Section C.2. of the Agreement, then EBSCO's obligation to provide eContent and Platform Services will expire.

B. Patron Access.

Library will implement and maintain Limiting Access Measures, based on EBSCO's standard systems, which will control Patrons' access to Library's EBSCOhost.

**EXHIBIT C TO LIBRARY ECONTENT AGREEMENT – ADDITIONAL TERMS APPLICABLE TO LIBRARIES THAT PARTICIPATE IN CONSORTIUM
SHARED COLLECTION PURCHASES**

For Libraries that participate in Consortium Shared Collection purchases, the following provisions shall apply in addition to those set forth above.

A. Definitions.

1. “Consortium” is an institution that desires to purchase and market eContent and Platform Services to and for Libraries via a Shared Collection.
2. The “Shared Collection(s)” means a collection(s) of eContent licensed to Consortium for access and use by Consortium, participating Libraries, and their Patrons under the terms and conditions of this Agreement; nothing in this Agreement is intended to grant Library any rights in the Shared Collection(s) without completion of appropriate paperwork and payment of related fees.

B. Shared Collections.

1. Shared Collection(s) Access. If a Consortium is purchasing Shared Collection(s) the following shall apply:

EBSCO will only permit access to and use of Consortium’s Shared Collection(s) by a Library and the Library’s Patrons if:

- a. Consortium has agreed to this Agreement,
- b. Consortium has given EBSCO written notice that Consortium is willing to allow the Library to access a particular Shared Collection, and
- c. the Library has agreed to be bound by this Agreement.

Until all of these conditions have been satisfied, EBSCO will have no obligation to permit the Library to access any Shared Collection of Consortium.

2. Provision of Platform Services. In the case of a Consortium, Library and Patrons will access the Shared Collection(s) through Library’s EBSCO*host*.

EXHIBIT D TO LIBRARY ECONTENT AGREEMENT – GUIDELINES FOR THE USE AND TRANSFER OF OCLC-DERIVED RECORDS

Revision of June 2, 2010

The parties agree that the WorldCat Record Use and Data Licensing Policy located here shall apply to the use and transfer of OCLC-derived records: <https://www.oclc.org/en-AU/worldcat/community/record-use.html>

Library does not, as a result of its use of the OCLC-Created MARC Records or any other circumstance, obtain any ownership of or intellectual property rights in or to the OCLC-Created MARC Records.

Jednorázová plná moc

Já, níže podepsaný:

Jméno a příjmení: Cary Alan Bruce

Datum narození:

Trvale bytem:

z pozice jednatele společnosti:

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

Se sídlem:

IČ:

Klimentská 1746/52, 110 00 Praha 1
496 21 823

zplnomocňuji tímto pana:

Jméno a příjmení:

Narozen:

Trvale bytem:

Vojislav Milovanovic

k podpisu *Kupní smlouvy č. UKRUK/99726/2018 – e-knihy* za stranu Dodavatele, kdy Odběratelem je Univerzita Karlova, se sídlem Ovocný trh 560/5, Praha 1, 116 36, IČ 00216208, zastoupená Ing. Miroslavou Oliveriusovou, kvestorkou.

V Berlíně dne 31. 07. 2018

Podpis – Cary Bruce
jednatel společnosti