

THIS AGREEMENT is dated the 2nd November 2018

BETWEEN:

- 1) **EDWARD ELGAR** with limited liability under the laws of England, Company No: and whose registered office is at The Lypiatts, 15 Lansdown Road, Cheltenham, GL50 2JA (hereinafter called the “Licensor”)

- 2) Masarykova Univezita, Právnická Fakulta a company incorporated with limited liability under the laws of Czech Republic and whose registered office Veveří 70, Brno 611 80, Brno, Czech Republic.

(hereinafter called the “Licensee”)

WHEREAS:-

- A. the Licensor holds the rights granted under this Licence

- B. the Licensee desires to use the rights and the Licensor desires to grant to the Licensee the licence to use the rights for the Fee, subject to the terms and conditions of this Licence.

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Participating Libraries	The list of institutions detailed in Schedule 3

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- 4.5. The Licensee may not back up or make archival copies of non-Perpetual Licensed Materials

5. LICENSEE'S OBLIGATIONS

- 5.1. The Licensee will;
 - 5.1.1. comply with all computer security procedures agreed with the Licensor and implement reasonable measures to prevent unauthorised access to or use of the Licensed Material
 - 5.1.2. issue passwords or other access information only to Authorised Users and use all reasonable efforts to ensure that Authorised Users do not disclose passwords or other access information to any third party;
 - 5.1.3. use all reasonable efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Licence Agreement;
 - 5.1.4. use all reasonable efforts to monitor compliance and notify the Licensor immediately and provide full details upon becoming aware of any unauthorised use of any of the Licensee's or Authorised Users' passwords or of any material breach by an Authorised User of the terms of this Licence Agreement.
 - 5.1.5. The Licensee shall promptly and diligently investigate any such breach and initiate disciplinary procedures in accordance with the Licensee's standard practice and shall use all reasonable effort to bring an end to the breach as quickly as possible, to mitigate its effect and to prevent any recurrence;
 - 5.1.6. keep the Licensor informed of all valid IP addresses and other information required by the Licensor in order to make the Licensed Material available as set out in this Licence Agreement;
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- 10.1. This Licence shall be terminated if;
- 10.1.1. the Licensee defaults in making payment of the Fee as provided in this Licence and fails to remedy such default within thirty (30) days of notification in writing by the Licensor
 - 10.1.2. either party commits a material or persistent breach of any term of this Licence and fails to remedy the breach if capable of remedy within thirty (30) days of notification in writing by the Licensee;
 - 10.1.3. the Licensee commits a wilful material and persistent breach of the Licensor's copyright or other intellectual property rights or of the provisions of clause 2 in respect of usage rights or of clause 3 in respect of prohibited uses;
- 10.2. On termination all rights and obligations of the parties automatically terminate except for obligations set out in clauses 2,3, 4 and 5 in respect of Licensed Materials to which access continues to be permitted through digital archival copies.
- 10.3. On termination of this Licence for cause, as specified in clauses 10.1, the Licensee shall immediately cease to distribute or make available the Licensed Materials to Authorised Users

11. GENERAL

- 11.1. This Licence Agreement constitutes the entire full and complete understanding between the parties and supersedes all prior arrangements and undertaking whether written or oral.
- 11.2. Alterations to this Licence and to the Schedules to this Licence are only valid if they are recorded in writing and signed by both parties.
- 11.3. This Licence may not be assigned by either party to any other person or organisation, nor may either party sub-contract any of its obligations

11.4. If rights in all or any part of the Licensed Materials are assigned to another Licensor, the Licensor shall use its best endeavours to ensure that the terms and conditions of this Licence are maintained

11.5. Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this Licence or to such other address as notified by either party to the other as its address for service of notices. All such notices shall be deemed to have been received within 14 days of posting

11.6. Neither party's delay or failure to perform any provision of this Licence, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Licence.

11.7. The invalidity or un-enforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence.

11.8. Either party's waiver, or failure to require performance by the other, of any provision of this Licence will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

11.9. All amounts payable by Licensee shall be exclusive of any VAT, sales taxes, other taxes or government fees or levies

11.10. This Licence shall be governed by and construed in accordance with English law; the parties irrevocably agree that any dispute arising out of or in connection with this Licence will be subject to and within the jurisdiction of the courts of England and Wales.

AS WITNESS the hands of the duly authorised representatives of the parties the day and year below first written

FOR THE LICENSOR: [FULL NAME]

Name: Hilary Quinn
Position / Title: Sales and Marketing Manager
Signature

Date:

FOR THE LICENSEE: [FULL NAME]

Name: doc. JUDr. Markéta Selucká, Ph.D
Position / Title: Dean of Faculty
Signature

Date

SCHEDULE 1 LICENSED MATERIALS AND FEES

MATERIAL ON PERPETUAL ACCESS

Title	Format	Fee	Schedule
Law collection 2018 (Law 2017 free)	A mix of PDF and XML file formats	See invoice	Titles to be made available as soon as reasonably possible on publication of print versions

PAYMENT TERMS

Invoices shall be due and payable no later than (30) days after being issued by Edward Elgar Publishing

ACCESS METHOD

- Authentication via User ID/password and IP Address
- Authentication via IP address
- Authentication via Athens / Shibboleth: _____

AS WITNESS the hands of the duly authorised representatives of the parties the day and year below first written

FOR THE LICENSOR: [FULL NAME]

Name: Hilary Quinn
Position / Title: Sales and Marketing Manager
Signature

Date:

FOR THE LICENSEE: [FULL NAME]

Name: doc. JUDr. Markéta Selucká, Ph.D
Position / Title: Dean of Faculty
Signature

Date