

Amendment No. 2 to the Standard License Agreement

(hereinafter referred to as the “**Amendment**”)

Name: **National Library of Technology**, a State Contribution Organization set up by the Ministry of Education, Youth and Sports
Seat: Technická 2710/6, 160 80 Praha 6 - Dejvice
Identification number: 61387142
Represented by: Ing. Martin Svoboda, Director

(hereinafter referred to as the “**Licensee**”)

and

Name: **EBSCO Information Services s.r.o.**
Seat: Klimentská 1746/52, 110 00 Praha 1
Identification number: 49621823
Other details: Registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 24504
Represented by: Cary Alan Bruce, Managing Director

(hereinafter referred to as the “**Licensor**”)

(the Licensee and the Licensor hereinafter also jointly the “**Contracting Parties**” and each separately also the “**Contracting Party**”)

1. INTRODUCTORY PROVISIONS

- 1.1. On 19 December 2022 the Contracting Parties entered into the Standard License Agreement (hereinafter referred to as the “**Agreement**”).
- 1.2. The Agreement defines conditions of cooperation and rights and duties of the Contracting Parties while providing defined Licensed Materials that are set forth in Appendix A (Business Terms) to the Agreement to the Licensee and Participating Institutions listed in Appendix B (Participating Institutions, Potential Participating Institutions and Fees) to the Agreement and in Appendix C (IP Addresses of Participating Institutions) to the Agreement and Appendix D (Title List) to the Agreement.
- 1.3. The Agreement was published in the Register of Contracts on 19 December 2022 with the ID of contract 21249389.
- 1.4. Moravian-Silesian Research Library in Ostrava, with its seat at Prokešovo náměstí 1802/9, Ostrava, 702 00, Czech Republic is one of the Potential Participating institutions of this Agreement.
- 1.5. Moravian-Silesian Research Library in Ostrava wishes to subscribe to the **eBook Academic Collection** from 1 January 2025.
- 1.6. For all the reasons stated above, the Contracting Parties execute this Amendment.

2. SUBJECT-MATTER OF THE AMENDMENT

2.1. The Contracting Parties have agreed that Appendix A to the Agreement, section Fees and Negotiated Discounts shall be modified and replaced as follows:

Fees and Negotiated Discounts:

- Total Fee 2023-2025: **4,435,503.00 USD excl. VAT**
- License Fee / year:
2023: [REDACTED]
2024: [REDACTED]
2025: [REDACTED]
- Ongoing Fees, e.g. access fee, if any; indicate any waived fees: N/A
- One-time Fees; indicated any waived fees: N/A

2.2. The Contracting Parties have agreed that Appendix B to the Agreement, the section Participating Institutions, Potential Participating Institutions & Fees, the table related to the “eBook Academic Collection” shall be modified (the altered part is highlighted) as follows:

- The line concerning Participating Institution the Moravian-Silesian Research Library in Ostrava and its License Fee for 2025 and the line Grand Total without VAT will be added to the table PARTICIPATING INSTITUTIONS:

eBook Academic Collection (EBSCO)

Institution (Eng)	Cur.	Fee 2023	Fee 2024	Fee 2025
Charles University	USD	[REDACTED]	[REDACTED]	[REDACTED]
Library of the Czech Academy of Sciences	USD	[REDACTED]	[REDACTED]	[REDACTED]
Masaryk University	USD	[REDACTED]	[REDACTED]	[REDACTED]
National Library of Technology	USD	[REDACTED]	[REDACTED]	[REDACTED]
Palacky University Olomouc	USD	[REDACTED]	[REDACTED]	[REDACTED]
Research Library in Hradec Králové	USD	[REDACTED]	[REDACTED]	[REDACTED]
Transport Research Centre	USD	[REDACTED]	[REDACTED]	[REDACTED]
Moravian-Silesian Research Library in Ostrava	USD	[REDACTED]	[REDACTED]	[REDACTED]
Total without VAT	USD	[REDACTED]	[REDACTED]	[REDACTED]
Grand Total without VAT	USD	[REDACTED]	[REDACTED]	[REDACTED]

2.3. Contracting Parties have agreed that Appendix C to the Agreement, the table with IP Addresses of Participating Institutions, the respective part related to the “eBook Academic Collection” shall be modified (the altered part is highlighted) as follows:

- The line concerning the Participating Institution the Moravian-Silesian Research Library in Ostrava and its IP address will be added to the table IP Addresses of Participating Institutions:

Database	Institute	Institution	IP addresses
eBook Academic Collection (EBSCO)	Moravskoslezská vědecká knihovna v Ostravě, příspěvková organizace	Moravian-Silesian Research Library in Ostrava	IP v4: 195.113.148.90


3. FINAL PROVISIONS

- 3.1 This Amendment shall become valid on the date of signature by both Contracting Parties. The Amendment comes into effect on the date of its publication in the Register of Contracts under the conditions stipulated by Act No. 340/2015 Coll., On the Register of Contracts, as amended. This Amendment will be published by Licensee in the Register of Contracts. The Amendment contains business secrets pursuant to the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, as amended, which will not be disclosed in the Register of Contracts in accordance with Section 3 (1) and (2) letter b) of Act No. 340/2015 Coll. (the fees of the individual Participating Institutions).
- 3.2 All other provisions of the Agreement shall remain unaffected.
- 3.3 The Amendment itself shall be signed by the authorized signatory of the Licensor and the Licensee.
- 3.4 This Amendment is executed in electronic version and each Party receives one electronic counterpart.
- 3.5 The Contracting Parties agree that electronically signed versions of this originally executed Amendment are acceptable in lieu of printed signed copies and are to be given full force and effect under law and each Contracting Party declares that the electronic execution is valid and effective in the jurisdiction the Contracting Party executes the Amendment.

IN WITNESS WHEREOF, the Contracting Parties have executed this Amendment by their respective, duly authorized representatives.

LICENSOR:

BY:  DATE: 
Signature of Authorized Signatory of Licensor

Cary Alan Bruce
Managing Director of
EBSCO Information Services s.r.o.
Klimentska 1746/52
110 00 Praha 1, Czech Republic


LICENSEE:

BY:  DATE: 
Signature of Authorized Signatory of Licensee

Ing. Martin Svoboda
Director of National Library of Technology
Technická 2710/6
160 80 Praha 6 – Dejvice
Czech Republic