

AMENDMENT NO. 2

TO ELSEVIER SUBSCRIPTION AGREEMENT

No. 1-21959130289

This Amendment (the "**Amendment**") has been entered into

BY AND BETWEEN

— Name: Elsevier B.V.
Seat: Radarweg 29, 1043 NX Amsterdam, The Netherlands
Identification number: 33158992
Represented by: Thong Li Lim, Vice President, Account Support & Tender Management
(the "**Elsevier**")

AND

— 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, Czech Republic
Identification number: 61387142
Represented by: Ing. Martin Svoboda, Director (the "**Lead Institution**")

individually the "**Party**" and collectively the "**Parties**".

WHEREAS

— On January 02, 2023 Elsevier and Lead Institution entered into a Elsevier Subscription Agreement (the "**Agreement**") which defines conditions of cooperation and rights and duties of the Parties while providing the Subscribed Products **Science Direct® online - Cell Press Collection** as defined in Schedule 1 of the Agreement. The Agreement was published in the Register of Contracts on 03 January 2023 with the ID of contract 21379773.

The Parties intend to update the Agreement as specified hereunder due to:

- specification of the Fees due to the addition of titles Cell Metabolism and Molecular Therapy for the Masaryk University.

This Amendment does not change the Agreement in any other way than by adjusting the aforementioned fees and conditions. Other terms and conditions remain unchanged.

NOW, THEREFORE, in accordance with the Agreement, the Parties hereby agree as follows:

1. REVISIONS

1.1 In the Agreement Schedule 1 Subscribed Products/Access/Fees, the table with the prices of Subscribed Products shall be modified and replaced (the altered part is highlighted in red) as follows:

Subscribed Products – publisher		Year 2023	Year 2024	Year 2025
ScienceDirect® online – Elsevier B.V.				
Cell Press Collection Fee - sciencedirect.com				
10272326	Institute of Biophysics of the CAS, v.v.i.			
344768	Institute of Physiology of the CAS, v.v.i.			
11241664	Institute of Biotechnology of the CAS, v.v.i.			
246444	Palacký University Olomouc			
246421	Masaryk University			
344779	Institute of Organic Chemistry and Biochemistry of the CAS			
376499	Masaryk Memorial Cancer Institute			
497421	University of Ostrava			
TOTAL FEES without VAT				

TOTAL FEE 2023-2025: **€299,729.46** (exclusive of VAT)

1.2 In the Agreement Annex A to Schedule 1.1 Subscribed Titles, the table related to Masaryk University will be amended as follows:

**MASARYK UNIVERSITY/
MASARYKOVA UNIVERZITA
ECR-246421**

Product ID	ISSN	Cell Press Collection Journal Title
07590	0092-8674	Cell
02216	0960-9822	Current Biology
07592	1097-2765	Molecular Cell
7813	0002-9297	The American Journal of Human Genetics
7704	1934-5909	Cell Stem Cell
7595	1535-6108	Cancer Cell
13368	1550-4131	Cell Metabolism
12877	1525-0016	Molecular Therapy

1.3 The other provisions of the Agreements shall remain unchanged.

2. MISCELLANEOUS

2.1 Regarding the law governing the Amendment and the resolution of any dispute which may arise from it, the Parties have agreed that the corresponding provisions of the Agreements shall apply by analogy.

2.2 The Amendment shall be binding upon, and inure to the benefit of, the Parties and their respective legal successors and assigns.

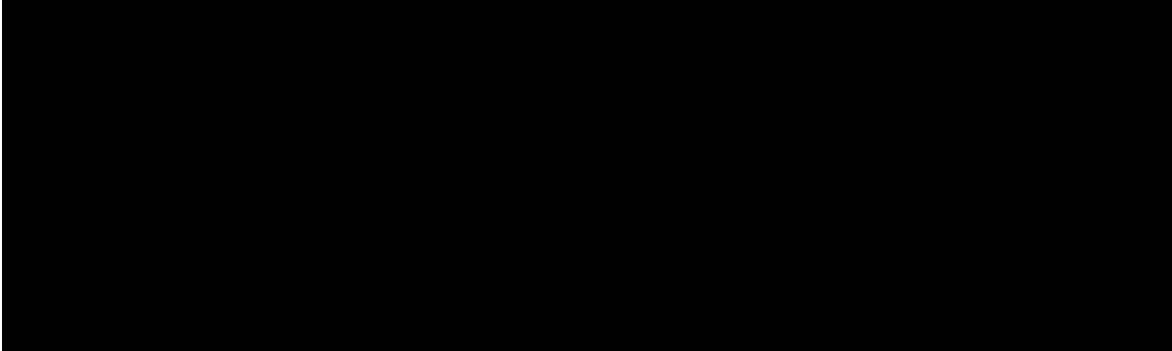
2.3 The Amendment shall become valid on the date of signature by both Parties. The Amendment comes into effect on the date of its publication in the Register of Contracts under the conditions stipulated by Act No. 340/2015 Coll., On the Register of Contracts, as amended. The Amendment will be published in the Register of Contracts by the Lead Institution.

2.4 No changes, alterations or modifications hereto shall be effective unless made in writing and signed by the Parties.

2.5 The 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 the law and each Party declares that the electronic execution is valid and effective in the jurisdiction the Party executes this Agreement.

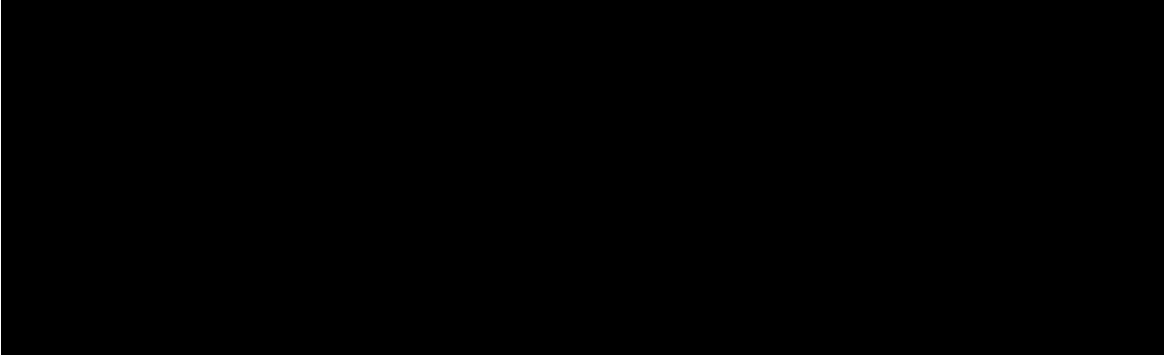
IN WITNESS HEREOF, the Parties hereto have caused the Amendment to be executed by their duly authorized representatives on the day(s) written below.

**FOR AND ON BEHALF OF:
THE LEAD INSTITUTION:**



Director of National Library of Technology

**FOR AND ON BEHALF OF:
THE ELSEVIER:**



Vice President, Account Support & Tender Management