

## DISTRIBUTION LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this on date February 6, 2017 by and between

**Central and Eastern European Online Library  
GmbH**

and **Masaryk University**

whose principal place of business is at

whose principal place of business is at

**Basaltstrasse 9  
D – 60487 Frankfurt am Main  
GERMANY**

**Žerotínovo nám. 617/9  
601 77 Brno  
CZECH REPUBLIC**

represented by  
**Mgr. Marta Valešová, MBA  
bursar of Masaryk University**

*hereinafter: „CEEOL“ or “Distributor”*

*hereinafter „Licensor“*

### PREAMBLE

The CEEOL shall maintain an online-repository providing Authorized Users access to content from journals, periodicals, books and/or other works, which have been or will be published and supplied to the repository by the Licensor. CEEOL acts as Distributor of such content to institutional and private users worldwide providing them access to the documents via the Internet. Licensor may supply publications for distribution either in Open Access or for sale by CEEOL.

The object of this Agreement is the settlement of mutual rights and duties between Licensor and Distributor, allowing Licensor to use Distributor's repository for global distribution of his content by uploading and storing this content to the repository database; allowing, vice versa, Distributor to provide Authorized Users access to this content by data transmission from his repository web-site.

Both parties agree that the CEEOL-database and the repository Cloud-Application constitute a software product as defined in section 4 sub-sec. 2, 87a sub-sec. 1 German Copyright Act (Urhebergesetz) that is protected by law, based on CEEOL's selection and arrangement of the Publications and Content and the CEEOL's investment in the construction and maintenance of the CEEOL-database. Both parties agree that CEEOL is the owner of all rights of this software product.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, CEEOL and Licensor hereby agree as follows:

### 1. DEFINITIONS

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The following terms shall be used in this Agreement as defined in this Section 1:

- 1.1. **“Adapt”**: CEEOL shall make no change to the editorial content of the Publication(s) licensed hereunder. Notwithstanding the above, CEEOL shall be entitled to insert into each file transmitted to Authorized Users a separate reference-page providing the users with bibliographic and other information about the source of the transmitted document.
- 1.2. **“Publications”**: are the titles in electronic form consistent with their printed counterpart, uploaded by the Licensor to the CEEOL on-line database or otherwise provided by the Licensor to CEEOL for integration into the database under the terms of this agreement.
- 1.3. **“eBooks”** are Publications registered in international registers with at least one ISBN-number.
- 1.4. **“Journals”** are Publications registered in international registers with at least one ISSN-number.

- 1.5. **"Gray Literature"** are Publications without neither ISBN nor ISSN numbers and provided for download by Licensor and CEEOL in Open Access.
- 1.6. **"Open Access Publications"** ("OAP") means publication provided by Licensor through CEEOL at no commercial interests.
- 1.7. **"Content"** is any text, image and other elements contained within the Publications.
- 1.8. **"Prospective Content"** means all future titles to be published by Licensor. Prospective Content shall be automatically added to this Agreement as soon as it is uploaded by Licensor or otherwise provided to CEEOL by Licensor to be integrated into the online-database in accordance with clauses 4.1 to 4.9 herein.
- 1.9. **"Metadata"** is any kind of bibliographical information describing the publications in the repository and stored as structured data in the repository database. Metadata include information about the authors of the publications.
- 1.10. **"Past Content" is content** that Licensor has published and that were included into the CEEOL-database during the term of this Agreement.
- 1.11. **"Logo"** shall mean the marks or trademarked banner graphics owned by Licensor which are used on the cover of the Publications and/or in the Licensor's basic record in the database for visibility on the CEEOL web-site.
- 1.12. A **"Limited Journal Collection"** is a cluster of issues of a particular journal defined by a first and a last annual volume of the journal's issues
- 1.13. **"Packages"** - as a marketing instrument - are topic-oriented clusters of Publications compiled and distributed by CEEOL, which contain all or part of Licensor's Publications.
- 1.14. **"CEEOL-Cloud"** means the overall Internet-Platform maintained by CEEOL and split into a **"Public Cloud"** (accessible for content users) and a non-public **"Admin Cloud"** (accessible for Licensor by Licensor's content-administrators to administrate and upload Publications and Metadata).
- 1.15. **"Authorized-User"** shall mean third persons („**Private Users**") or organizations (Institutional Customers with their authorized users, students, patrons and scholars as „**Institutional Users**") that have entered into agreements with CEEOL.

## 2. REGULATIONS

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- 2.1. Unless inconsistent with the context, an expression which denotes –
  - any gender includes the other genders;
  - a natural person includes an artificial person and vice versa;
  - the singular includes the plural and vice versa.
- 2.2. The **schedules** to this Agreement form an integral part hereof and words and expressions defined in this Agreement shall bear, unless the context otherwise requires, the same meaning in such schedules.
- 2.3. When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the last day shall be the immediately following business day.
- 2.4. In the event that the day for payment of any amount due in terms of this Agreement should fall on a day, which is not a business day, then the relevant date for payment shall be the following business day.
- 2.5. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

- 2.6. Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that the term has not been defined in this interpretation clause.
- 2.7. Any reference to an enactment in this Agreement is to that enactment as at the Signature Date and as amended or re-enacted from time to time.
- 2.8. The rule of construction that the contract shall not be interpreted against the Party responsible for the drafting or preparation of the Agreement, shall apply.
- 2.9. The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 2.10. **Headings** of clauses shall be deemed to have been included for purposes of convenience only and shall not affect the interpretation of this agreement.

### **3. PURPOSE OF THE CONTRACT**

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- 3.1 Distributor intends to distribute the Publications provided by Licensor to Authorized-User via CEEOL's repository database and web-site.
- 3.2 Therefor Distributor shall offer the provided Content to different Authorized-User and in different categories:
  - 3.2.1 **Institutional-Customers**

Appropriate to the character of the publication(s) provided by the Licensor the Distributor may provide access-rights to repository content for Institutional Customers and their patrons in the following way(s):

    - 3.2.1.1 **Journals under Open Access**

Institutional Customers have unlimited access to content from OA-Journals without any need to explicitly subscribe. Distributor, however, may restrict the right to download Metadata of this category of content to the annual renewal of the Institutional Customers License Agreement.
    - 3.2.1.2 **Journals Liable to Fees**

Distributor provides Institutional Customers access to Journals liable to fees after subscription (either individual or as part of a package). Through payment of the annual subscription fee Customers acquire perpetual access to the annual content of the journal(s) beginning with the annual volume of the first subscription year.
    - 3.2.1.3 **Limited Journal Collections**

Distributor provides Institutional Customers access to Limited Journal Collections against a unique and non-recurrent payment. An Institutional Customer signing a new subscription to a payable journal may, additionally to the subscription to future issues, acquire access to the back-issues collection of this journal under the model of a Limited Journal Collection.

#### 3.2.1.4 eBooks

Distributor provides Institutional Customers access to eBooks after purchase of this eBook by the customer. The purchase of an eBook constitutes perpetual access rights including the right of the Institutional Customer to download and store the eBook in his own in-house repository as long as access to this repository remains limited to the Authorized Users of this customer institution. For the purpose of this Contract, eBooks are Publications with licenses unlimited in time.

#### 3.2.2 Private Users

Distributor provides access for Private Users to content from the CEEOL-repository under the following conditions:

##### 3.2.2.1 Open Access Content:

Besides registration of a user account on the CEEOL-Repository web-site, no restrictions are defined for the access to any content stored by licensors under Open Access.

##### 3.2.2.2 Payable Content:

Private Users may access Payable Content from the CEEOL-Repository either through pay-per-download or through signing a flat-rate user-account to the CEEOL-Repository and paying an annual lump-sum fee. A flat-rate user-account applies to journals-content only, while access to eBooks remains always subject to the pay-per-download model.

#### 3.3 Trial Access / Test Account

CEEOL may open up a test account for Institutional-Users considering a subscription as new customer for two weeks free of charge. The test-account does not include the right to download eBooks. As far as payable journals content is downloaded during a test-account period these downloads won't generate any royalty liabilities of the Distributor towards the Licensor.

## 4. GRANT OF LICENSE

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- 4.1 The relationship between the Distributor and Licensor is that of independent contractors. Neither party is agent for the other, and neither party has authority to make any contract, whether expressly or by implication, in the name of the other party, without that other party's prior written consent for express purposes connected with the performance of this Agreement.
- 4.2 Licensor grants Distributor a non-exclusive right, to store and integrate the Content together with the related bibliographic Metadata as native pdf-documents in the CEEOL-repository-database
- 4.3 Licensor also grants Distributor a non-exclusive right to distribute the Content to its Authorized-Users. Licensor grants Distributor in particular a non-exclusive right to distribute the Content by data remote transfer to its Authorized-Users upon request, and to permit such Authorized-Users to download and print out the works for their personal use.
- 4.4 CEEOL will not authorize or permit any User to re-sell the Content, or any part thereof. However, Institutional Customers may, in return for an additional fee, on which royalties will be paid in accordance with Clause 6 herein, make Content available to their patrons as a component of a larger package of services offered to alumni.

- 4.5 Nothing in this Section is intended to restrict Licensor's right to promote its own print or electronic subscriptions or products which include the Publications, nor to limit its ability to reach agreements with other subscription agents or distributors.
- 4.6 Licensor shall retain all right, title, copyright, and other intellectual or proprietary rights in the Publications. CEEOL does not acquire any intellectual property or other rights in the Publications except as specifically acknowledged in this Agreement.
- 4.7 If, during the term of this Agreement, Licensor provides Publications included into the CEEOL-database through distribution channels other than CEEOL's database at no cost (= in Open Access) then Distributor reserves the right to switch those publications to Open Access in the CEEOL repository as well and to eliminate the royalties to be paid pursuant to Clause 6. For the avoidance of doubt, nothing in this Section is intended to restrict Licensor's right to promote and to distribute its own print or electronic Publications in a product or service which is provided at no cost.
- 4.8 The use of the Licensor's trademark(s) is subject to review and approval of the Licensor in advance. To promote Licensor's brand recognition, Distributor may display the Licensor's Logo in conjunction with display of Licensor's products in a clear and unmistakable way. Distributor may also use the Publication's cover images in marketing and promotional materials. Distributor is not allowed to use Licensor's brand recognition or Publication's cover images in any way infringing the intellectual property rights or in any way harming the good name and reputation of the Licensor.
- 4.9 Licensor authorizes CEEOL to share and exchange Metadata with other database operators within the global scientific community, if such exchange is promising enhancement of the global visibility of the publications and their authors and an increase of accessibility and usage of the repository. Exchange will be limited to metadata. Exchange of content files with other database-operators requires prior approval by the Licensor.

## 5. DEVELOPMENT AND DELIVERY OF CONTENT

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- 5.1 CEEOL provides Licensor a licensor's user account to access the non-public area of the CEEOL-Cloud. Licensor, if not otherwise agreed, will appoint **Content-Administrator(s)** who take responsibility for Licensor's content and metadata (including authors' data) published in the public area of the CEEOL-Cloud. Content-Admins act as contact persons for CEEOL in all content-related issues.
- 5.2 **Content Delivery:** Content, if not otherwise agreed, is delivered by Licensor's content-administrator(s) through online cataloguing of the metadata and upload of the content files to the CEEOL-Cloud. Licensor agrees to make best efforts to include all information required, including cover pictures, sample-files, tables of content, authors' contact-data etc. in the appropriate file-formats. Distributor remains responsible for fulfilling all requirements arising from Directive 95/46/EC (General Data Protection Regulation) related personal data obtained from Licensor.
  - 5.2.1 **Journals:** Licensor will deliver the Content of its Journal-Publications to CEEOL in a timely manner and in a mutually agreed upon format and medium, as stated in Schedule 1.  
New Issues of **payable Journals** will be delivered not later than 2 weeks after the print edition has been placed on the market.  
New issues of **OA Journals** will be delivered not later than 4 weeks after the first publication of the issue in whatever service or medium other than CEEOL.
  - 5.2.2 For **eBooks and Gray Literature** date of delivery remains up to Licensor's decision. For the avoidance of competitive disadvantages for CEEOL Licensor, if cooperating with multiple distributors, agrees to synchronize delivery to CEEOL with the other distributors.

- 5.2.3 Content Delivery includes delivery of **Authors' Data** allowing Distributor (i) to enter into email-communication with the author where it is needed to ensure correctness and integrity of author's data in the repository, and (ii) to avoid duplicate records of authors in the database. This pertains, beside an email address, to information about the author's institutional affiliation..
- 5.3 Licensor will instruct its Content-Admins to deliver the best available data for the Content of the Publications and the Metadata, without charge to the Distributor, according to the schedule stated in Schedule 1. Licensor agrees to authorize the Distributor to download Content of Journal-Publications from any third party providers.
- 5.4 The amount of royalties to be paid differs if content-administration is done by the Licensor's or by CEEOL's content-admins. CEEOL may negotiate a reduction of royalties if data delivered by Licensor's admins require extensive quality control by CEEOL.

**6. ROYALTIES AND PAYMENTS**

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- 6.1 CEEOL shall pay Licensor earned royalties, plus VAT if applicable, on a semi-annual basis, if total royalties earned during this period exceed the amount of 200 €. Such earned royalties will be equal to the agreed **respective percentage of the net revenue collected by sales of eBooks and/or the respective percentage agreed upon and collected by sales of Journal's content.**
- 6.2 Royalties earned from downloads of payable journal-articles by private flat-rate users shall be paid on annual basis. In case of flat-rate-downloads such royalties are calculated based on the average net-revenue per downloaded article (= total net revenue by flat-rate subscriptions of the calendar year over number of downloaded payable articles by flat-rate users = "A"). Royalties per journal are equal to
 
$$\frac{\text{agreed journal royalty rate}}{100} \times \text{"A"} \times \text{number of article-downloads}$$
- 6.3 CEEOL shall make payments due to Licensor pursuant to this Agreement within ninety (90) days after the last day of the calendar half-year in which use of the Content of the Publications in the Products commenced.
- 6.4 For Products provided by Licensor in Open Access, no royalty will be earned by Licensor.

**7. REPRESENTATIONS AND WARRANTIES**

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- 7.1 Licensor represents and warrants that:
  - it is the executor of copyright property rights of all provided Content delivered to CEEOL under this Agreement and that Licensor further has the right to license its Content and has all lawful rights and powers necessary to enter into this Agreement and to grant the licenses and rights granted there under;
  - there will be no claims of Licensor's personnel (including Affiliate personnel) or any other third parties appointed by Licensor under Sections 12 et seq., 32 et seq. of the German Copyright Act (Urheberrechtsgesetz – UrhG) and Licensor will indemnify CEEOL against all such claims;
  - it is not aware of any claim or threatened claim of infringement against the rights granted under Clause 4 hereof.
- 7.2 Licensor hereby agrees to indemnify and hold harmless CEEOL (incl. its employees, officers, directors, shareholders, contractors and agents; collectively "Defendants") from and against any damages, costs and expenses (including reasonable legal costs and disbursements) or other liability (collectively "Liabilities") arising out of or related to any action or claim brought

by a third party (i.e. authors of Publications) against CEEOL (or any Defendant) to the extent such Liabilities result from the infringement of the provided Content upon such third party's Intellectual Property Rights, unless such infringement is not attributable to Licensor's fault.

- 7.3** Licensor shall direct and conduct the defense, litigation and/or settlement of such claims, actions and lawsuits to the extent permitted by law. Licensor shall always direct and conduct such defense, litigation and/or settlement:
- with due diligence and in such a way as not to bring the reputation or good name of the Distributor into disrepute;
  - so as to take into account any reasonable comments made by Licensor in relation to the conduct and/or settlement of the defense and/or litigation;
- 7.4** In case that the conduct of the defense, litigation and/or settlement of such claims, actions and lawsuits by Licensor is not permitted by law or in case that Licensor does not conduct such defense, litigation and/or settlement in accordance with Clause 7.3, CEEOL shall be entitled to conduct the defense, litigation and/or settlement of such claims, actions and lawsuits and Licensor shall reimburse CEEOL all costs and expenses incurred by or arising out of the conduct of such defense, litigation and/or settlement. However, before CEEOL makes any admissions or concludes any settlement, it shall be obliged ask the Licensor for its consent, such consent not to be unreasonably withheld or delayed.
- 7.5** CEEOL shall (i) promptly notify Licensor of any such Liabilities after it becomes aware of it, (ii) give Licensor the right to control and direct the preparation of a defence at Licensor's sole cost and expense and any such claim if permitted by applicable law, (iii) give reasonable cooperation to Licensor for the defence of such Liabilities at Licensor's sole cost and expense (with the understanding that Licensor's reasonable cooperation shall be free of charges for CEEOL if and to the extent CEEOL has contributed to such alleged infringement by breaching applicable contractual obligations).
- 7.6** Clause 7.2 to 7.4 shall not apply to the extent that an infringement arises out of an alteration or modification of the provided Content insofar as such alteration or modification is not covered by this Agreement.

## **8. COPYRIGHT AND INFRINGEMENT**

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- 8.1** CEEOL's customers agree to abide by the Copyright Law as well as any contractual restrictions, copyright restrictions, or other restrictions provided by Licensor. Pursuant to these terms and conditions, the Authorized Users may download, or print limited copies of citations, abstracts, full text or portions thereof provided the information is used solely for personal, non-commercial use. CEEOL instructs its customers that they may not use the Publications or Content as a component of or the basis of any other publication prepared for sale and will neither duplicate nor alter the Publications or any of the content therein in any manner nor use same for sale or distribution. CEEOL informs the Authorized-User that it must take all reasonable precautions to limit the usage of the Publications to those specifically authorized.
- 8.2** Each party will use reasonable efforts to notify the other of any allegations of infringements of patent, copyright, trademark or other intellectual property rights in any Content or any Publication that come to such party's attention.
- 8.3** CEEOL acknowledges and agrees that Licensor may, with respect to any Content or any Publication, or a portion thereof, request CEEOL to remove or cease distributing any portion of the Content or the Publications which Licensor reasonably believes may be in violation of law or the proprietary or contractual rights of a third party, and CEEOL will reasonably cooperate with Licensor in that regard. In the event that Licensor requests that CEEOL remove or cease distributing particular Publications licensed by Licensor to CEEOL pursuant

to this Agreement, then CEEOL's obligation to pay royalties pursuant to Clause 6 of this Agreement shall be reduced on a prorated basis.

## **9. CONFIDENTIALITY**

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- 9.1** Confidential information ("Confidential Information") means all information whether in written or any other form, which has been disclosed by or on behalf of the other Party in confidence or which by its nature ought to be regarded as confidential (including without limitation any business information in respect of the other party). Confidential Information does not include information which (i) the recipient of this information developed independently; (ii) the recipient knew before receiving it from the other Party; or (iii) is or subsequently becomes publicly available or is received from another source, in both cases other than by breach of a confidentiality obligation; or (iv) the Content provided by Licensor.
- 9.2** For a period of two (2) years after the termination of this Agreement, neither Party will use the other Party's Confidential Information without the written consent of the other Party except in furtherance of this business relationship or disclose the other party's Confidential Information except (i) to its own and its Affiliates' employees on a need-to-know basis (ii) to obtain advise from legal or financial consultants or Project advisors; (iii) if compelled by a court or a governmental authority. In the latter case, the Party compelled to make the disclosure will use its reasonable efforts to give the other Party notice of this requirement so that the disclosure can be contested.
- 9.3** Both Parties will take reasonable precautions to safeguard each other's Confidential Information. Such precautions will be at least as great as those each Party takes to protect its own Confidential Information. Each Party shall immediately notify the other Party upon discovery of any unauthorized use or disclosure of the other Party's Confidential Information and will cooperate in any reasonable way to help the other Party to regain possession of the Confidential Information and prevent further unauthorized use.
- 9.4** When (i) Confidential Information is no longer necessary to perform any obligation under this Agreement; or (ii) if retention of such Confidential Information is no longer required by law or by a mandatory internal compliance or audit policy of the Party in possession of the Confidential Information, such Party shall destroy or, at the other Party's request, return the Confidential Information.

## **10. DATA PROTECTION**

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- 10.1** Each Party shall collect, record, alter or transfer any personal data related to the personnel, customers, partners or business partners of the other Party only in strict compliance with applicable data protection law, and such Party shall implement appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful use or access. The Parties agree further that Personal Data is regarded as Confidential Information as specified in Clause 9.
- 10.2** Licensor shall store personal data only to the extent such storage is absolutely necessary for performing this Agreement, and shall not mingle the Personal Data with any of its own data.
- 10.3** Each Party is entitled to collect, record, alter or transfer Personal Data gathered in relation to this contractual relationship, to the extent necessary to enter into or terminate this Agreement, or to perform any obligation under this Agreement; such collection, recording, altering or transfer of Personal Data shall be in compliance with the relevant legislation of data protection and will be as such marked and secured as well it will be provided only to people entitled to manage and informed about the obligations arising from the protection of such Personal Data. Either Party hereby consents to the transfer of Information to countries



outside the EEA, provided that the transferring Party will ensure an adequate level of protection of such data, whereby the adequacy of the level of protection may be achieved through the use of "Model Contracts for the Transfer of Personal Data to Third Countries" published by the Commission of the European Union or any other contractual agreement approved by the competent authority.

## **11. TERM AND TERMINATION**

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- 11.1** This Agreement shall start at the time of signing the Agreement. If not otherwise agreed it may be terminated by each party with a 6-month period of notice; in case of Journals such termination shall be after completing the current edition of the Journals. The termination shall be not acceptable before 31.12.2019.
- 11.2** This Agreement may be terminated by either party on written notice of termination, upon material breach of any obligation hereunder by the other party, if such other party fails to cure such breach within sixty (60) days after written notice thereof.
- 11.3** This Agreement may be terminated immediately by either party in the event an order for relief in any bankruptcy or reorganization proceeding is entered against the other party, a receiver is appointed for all or substantially all of the assets of the other party, the other party is dissolved or liquidated other than in connection with a sale of all or substantially all of its assets, the other party completely discontinues its business other than in connection with a sale of all or substantially all of its assets, or the other party attempts to assign this Agreement in contravention thereof.
- 11.4** Upon termination of this Agreement, each party shall promptly return to the other all confidential and business-sensitive information (within the meaning of Clause 9) in tangible form which is then in possession or control of such party. After termination, CEEOL will no longer have any license to include Prospective Content from Publications in its Products.

## **12. FORCE MAJEURE**

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- 12.1** In this clause the expression "force majeure" means war, earthquake, fire, flood, cyclone, decrees or restraints or acts of Government or military authority, impassable public road conditions, strikes and other industrial disputes, sabotage, civil commotion, riots, civil disorder, boycott, or any other similar cause wholly beyond the control of the party affected and provided further that any strike or industrial dispute which endures for a period of more than three weeks shall, after the expiration of such period, not be treated as an event of force majeure.
- 12.2** In the event that any party shall be rendered unable to carry out the whole or any part of its obligations under this Agreement by reason of an event of force majeure, the performance of the obligations hereunder of the party affected thereby, shall be excused during the continuance of such inability so caused, provided that -
- such inability shall insofar as possible be remedied with all reasonable dispatch;
  - the performance of the obligations of the party concerned shall be resumed as soon as may be reasonably practicable after the interruption has ceased.
- 12.3** Should any occurrence as referred to above arise, then during any period in which any party hereto is prevented from fulfilling any of its obligations hereunder, the other party shall be entitled to take such steps as may reasonably be necessary in the circumstances, to deal with the situation as it may deem fit, in order to meet the requirements in the normal and ordinary course of its operations.

- 12.4** Notwithstanding the foregoing, if any party is precluded by an event of force majeure from fulfilling its obligations for a period of more than one hundred-eighty (180) consecutive days, then the other party shall be entitled, but not obliged to cancel this Agreement, but shall not be entitled to claim damages as a result of such cancellation.

### **13. LIMITATION OF LIABILITY**

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- 13.1** Neither Party shall be liable for loss of profits, loss of anticipated savings and unforeseeable damages.
- 13.2** The limitation and exclusion of liability set forth in Clause 13.1 shall not apply in the event of intention or gross negligence within the meaning of relevant legislation. In case of ordinary negligence, a Party shall be liable up to the amount of the foreseeable damage as defined by the relevant legislation.
- 13.3** Further, the limitation and exclusion of liability set forth in Clauses 13.1 and 13.2 sentence 2 shall only apply to the extent permitted under applicable law. In particular the limitation and exclusion of liability shall neither apply to the absence of a guaranteed quality and/or based on guaranties within the meaning of Sections 443 of the German Civil Code (BGB) (expressly and in written form referred to as guaranties), nor to product liability claims or claims for death or personal (in particular health and/or bodily) injury.
- 13.4** A Party alleging that its liability is excluded or limited shall be responsible for proving the applicability of such limitation.
- 13.5** Either Party shall use reasonable efforts to mitigate damages or other losses.

### **14. DOMICILEA**

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- 14.1** All notices by one party to the other shall be given in writing by pre-paid registered post, telefax, email or delivered by hand to -

Central and Eastern European Online Library GmbH (CEEOL) at -

Basaltstrasse 9, 60487 Frankfurt am Main, Germany

Email: [publishers@ceeol.com](mailto:publishers@ceeol.com)

Masaryk University Press (Munipress) at -

Rybkova 987/19, 602 00 Brno Czech Republic

Email: [redakce@press.muni.cz](mailto:redakce@press.muni.cz)

- 14.2** Any notice
- sent by registered post, shall be deemed, in the absence of proof to the contrary, to have been received on the day upon which it is delivered;
  - sent by telefax or email, shall be deemed, in the absence of proof to the contrary, to have been received on the next business day following the date of transmission of the telefax or email.
- 14.3** The parties shall be entitled to change the address referred to in Clause 14 above and any such change shall only become effective upon receipt of notice in writing by the other party of such change.

## **15. ASSIGNMENT**

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This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, that this Agreement may not be assigned in whole or in part by either party without the written consent of the other, except that Licensor may assign this Agreement to any other entity controlled by Licensor without the consent of Distributor and Distributor may assign this Agreement to any affiliate without the consent of Licensor. Either party may, with the other's written consent, which consent shall not be unreasonably withheld or delayed, assign this Agreement to any person or entity which succeeds to its business to which this Agreement relates and which assumes all of its obligations hereunder in writing, provided that in such event the assigning party or its legal successor-in-interest shall remain bound as a guarantor of such obligations.

## **16. NOTICES**

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All notices required or permitted hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by facsimile to the party to whom such notice is directed, at the address as set forth above, or the facsimile number provided by such party, or to such other address or facsimile number as such party shall have designated by notice hereunder. Unless otherwise specified, notices shall be deemed given when the return receipt is received or upon receipt of an appropriate facsimile answer back after transmission of the facsimile.

## **17. FREEDOM TO ENTER INTO CONTRACTS**

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The parties declare that they each have the right, power and authority to perform their obligations under this agreement.

## **18. NO PARTNERSHIP**

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No provision of this Agreement is deemed to constitute a partnership between the parties nor constitutes that any Party is the agent of the other Party for any purpose. Neither Licensor nor CEEOL have any authority to bind, to contract in the name of or to create any liability for the other Party in any way or for any purpose.

## **19. NO RELAXATION**

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No relaxation by either party in regard to the carrying out of any of the other party's obligations in terms of this agreement shall prejudice or be a waiver of the first mentioned party's rights in terms of this agreement.

## **20. MISCELLANEOUS**





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- 20.1** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter. All the notices (as well as amendments and changes) require written form. It is agreed that a facsimile or copy of a letter that is sent by electronic transmission (e.g. a pdf-file sent by e-mail) shall fulfil the requirement on written form, as long as it is duly signed by the issuing Party.
- 20.2** According to the Act no. 340/2015 on the Contract Repository, Licensor is obliged to publish the text of the contract. The contract shall be made accessible to the general public, but personal data, signatures and bank account information shall be omitted
- 20.3** The Agreement is made in English language; this language is decisive with the traditional meaning of individual terms in English.

20.4 The provisions of order forms or general terms and conditions of the Parties shall not apply.

20.5 If and to the extent that any provision of this Agreement is held to be illegal or void, such provision shall be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement. In this event the Parties will agree upon a valid substitute provision or provisions which shall be as close as possible to the original provision and shall re-establish an appropriate balance of the commercial interests of both Parties.

Accepted and agreed to by the parties as of the date above written.

Licensor	CEEOL
<p>by  (Signature)</p>	<p>by  (Signature)</p>
<p>Name: Mgr. MARTA VALEČKOVÁ, MBA</p>	<p>Name: Beate Klotz</p>
<p>Position: EVOLVAREA</p>	<p>Position: Managing Director</p>
<p>Location: BRNO</p>	<p>Location: Frankfurt/Main</p>
<p>Date: 28-02-2019</p>	<p>Date: 06/02/2019</p>
<p>Stamp </p>	<p>Stamp </p>

**Schedule 1: Journals**

By signing this contract Licensor agrees to contribute to Distributor's Repository the journal(s) specified below. During the term of this agreement and under rules defined herein licensor may at any time add new journal titles to the repository.

Title of Periodical					
Title in English					
Print ISSN-Nr.			eISSN-Nr.		
Availability in CEEOL	Open Access <input type="checkbox"/>	Payable Journal <input type="checkbox"/>			
	Royalty % <input type="checkbox"/> 40% <input type="checkbox"/> 20%*				
Frequency of Publication	Monthly <input type="checkbox"/>	Bi-Monthly <input type="checkbox"/>	Quarterly <input type="checkbox"/>	Annually <input type="checkbox"/>	Other <input type="checkbox"/>
Upload beginning with	Year	Volume	Issue		

\*For the content previously agreed upon by CEEOL to be indexed and archived by CEEOL, the percentage for the publisher is set to 20%.

Title of Periodical					
Title in English					
Print ISSN-Nr.			eISSN-Nr.		
Availability in CEEOL	Open Access <input type="checkbox"/>	Payable Journal <input type="checkbox"/>			
	Royalty % <input type="checkbox"/> 40% <input type="checkbox"/> 20%*				
Frequency of Publication	Monthly <input type="checkbox"/>	Bi-Monthly <input type="checkbox"/>	Quarterly <input type="checkbox"/>	Annually <input type="checkbox"/>	Other <input type="checkbox"/>
Upload beginning with	Year	Volume	Issue		

\*For the content previously agreed upon by CEEOL to be indexed and archived by CEEOL, the percentage for the publisher is set to 20%.

BRND  
 \_\_\_\_\_  
 Place, Place

28-02-2019

On behalf of the Licensor

Frankfurt am Main, 06/02/2019  
 \_\_\_\_\_  
 Place, Date, Date



On behalf of the Distributor

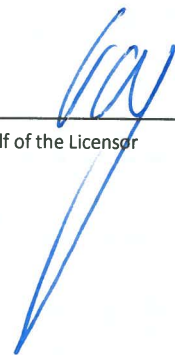
**Schedule 2: eBooks**

By signing this contract Licensor agrees to contribute to Distributor's Repository eBooks.

During the term of this agreement and under rules defined herein licensor may at any time add new eBooks to the repository.

CEEOL shall pay Licensor earned royalties, plus VAT if applicable, on a semi-annual basis, if total royalties earned during this period exceed the amount of 200 €. Such earned royalties will be equal to fifty percent (50 %) of the net revenue collected by sales of **eBooks**

BRNO      28-02-2019  
Place,                      Place

  
\_\_\_\_\_  
On behalf of the Licensor

Frankfurt am Main, 06/02/2019  
Place, Date, Date

  
**C.E.E.O.L. GmbH**  
On behalf of the Distributor  
