

# Contract Regarding Conditions of Use of Integrated Library Services

## Contractual Parties:

**National Library of Technology, 160 80 Praha 6 Dejvice, Technická 6/2710,**

A subsidized organization established by the Ministry of Education, Youth and Sports

Organizational ID: 6138 7142

Tax Registration No.: CZ61387142

Bank Account No.: 8032031/0710 (Czech National Bank, Prague)

The organization is represented by Mr. Martin Svoboda, Ing., Director of the National Library of Technology (Hereinafter "NTK")

**and**

Name of the legal entity/business name: \_\_\_\_\_

VAT #: \_\_\_\_\_ Registered at: \_\_\_\_\_

Person authorized to act on behalf of the legal entity: \_\_\_\_\_

Abbreviation of the legal entity name/business name: \_\_\_\_\_

Address: \_\_\_\_\_

City/country: \_\_\_\_\_ Postal code: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Cell phone (mobile): \_\_\_\_\_

(Hereinafter the "Patron")

(NTK and the Patron together are "Contractual Parties" and each of them separately is a "Contractual Party")

conclude this contract for use of Integrated Library Services (hereinafter referred to as the "Contract").

At the same time, the Patron authorizes:

First and last name: \_\_\_\_\_

Day, month, year, place, and country of birth: \_\_\_\_\_

Nationality: \_\_\_\_\_

Residential address in the Czech Republic: \_\_\_\_\_

City: \_\_\_\_\_ Postal code: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email: \_\_\_\_\_ Cell phone (mobile) #: \_\_\_\_\_

Identity card type, serial number: \_\_\_\_\_ Date of issue: \_\_\_\_\_ By whom (authority that issued the ID card): \_\_\_\_\_

(hereinafter the "authorized representative")

to represent the legal entity in actions related to the provision of NTK services, which the legal entity requested as a Patron in accordance with the Conditions of Use of Integrated Library.

## 1. Conditions of Use of Integrated Library and the NTK House Rules

- 1.1. By signing this Contract, the Contractual Parties undertake to comply with the terms of the Conditions of Use of Integrated Library (<https://www.techlib.cz/en/84734>) and the NTK House Rules (<https://www.techlib.cz/default/files/download/id/87253>), the content of which is binding for the Contractual Parties, and which are accessible on the NTK website (<https://www.techlib.cz/en>), for viewing physically upon conclusion of the Contract and possibly at other locations specified therein.
- 1.2. The Patron declares that, before signing the Contract, they familiarized themselves with both the Conditions of Use of Integrated Library and the NTK House Rules, especially with the provisions of Subsection Financial Account (in Section REGISTRATION), articles 1.1.8. Return of Documents and Other Borrowed Items from the IL Collections (in Section SERVICES FREE OF CHARGE, Subsection Borrowing Services), and 1.1.11.3. VPL User Rights and Obligations (in Section FEE-BASED SERVICES, Subsection Document Delivery Services) of the Conditions of Use of Integrated Library, which they took note of by signing this Contract and their meaning is known to them.
- 1.3. NTK is entitled to change or supplement the Conditions of Use of Integrated Library at any time. NTK will notify the Patron at least thirty (30) days before the effective date of the change or new library regulations, by means of a message sent to the registered email address of the Patron. The Patron is entitled to reject the subject changes or new wording by terminating this Contract.

## 2. Subject of the Contract, Patron Categories, and Privileges

- 2.1. The subject of this Contract is the obligation of NTK to provide the Patron with particular services and privileges defined in more detail in this Contract and in the library regulations, as well as the Patron's obligation to comply with this Contract, the Conditions of Use of Integrated Library, and the NTK House Rules when using services.
- 2.2. In accordance with this agreement and provisions in the Section REGISTRATION of the Conditions of Use of Integrated Library, by concluding this agreement, the Patron receives a specific ID \_\_\_\_\_ in the Patron Category **P**, valid until \_\_\_\_\_.
- 2.3. By concluding this Contract, NTK undertakes to provide the Patron, for the duration of the Contract's validity, the following services and privileges in accordance with Appendix II: SERVICES DIFFERENTIATION PRINCIPLES (<https://www.techlib.cz/default/files/download/id/86908>) of the Conditions of Use of Integrated Library:

### Provided services in the Patron Category P

Registration fee	yes
Autoprolongation of registration (days before end)	no
Borrowing Services	yes
Orders / maximum	30
Loans / maximum	30
Loan period for books (days)	56
Loan period for NTK bound periodicals (days)	56
Loan period for UCT bound periodicals (days)	no
Loan period for IOCB bound periodicals (days)	no
Loan period for books and bound periodicals three days/weekend	yes
Loan period for old and rare items	only on-site in the Rare Books & Special Collections Reading Room
Loan for Czech technical standards	only on-site in the Periodical Reading Room
Loan period for supplementary assortment (days)	28
Penalties for late returns	yes
Access to NTK eResources on NTK terminals	no
Remote access to NTK eResources	no
Access to UCT eResources on NTK terminals	no
Remote access to UCT eResources	no
Access to IOCB eResources on NTK terminals	no
Remote access to IOCB eResources	no
Internet and PC access at NTK	yes
Print, copy, and scan services	yes
Printing from NTK Digital Library (Kramerius)	yes
Financial account	yes
Financial account / max. limit	20 000
Individual carrel rental	no
Team Study Room rental (R=reduced fee)	yes
Access to After Hours Study Room	no
Document Delivery	yes
Access to Academic Lounge	no
Business Services	yes

- 2.4. Other Patrons' rights and obligations are governed by the Conditions of Use of Integrated Library and the NTK House Rules.

## 3. Rules for using eResources licensed by NTK and UCT Prague

- 3.1. While using eResources licensed by NTK and UCT Prague, the Patron agrees to observe the following rules:
  - a) To use licensed eResources or parts thereof exclusively for non-commercial purposes, i.e., for teaching, study, or for scientific purposes, as well as for their personal needs;
  - b) Not to download or print entire issues of eJournals or entire texts of eBooks;
  - c) Not to abbreviate, modify, translate, or create any derivatives of the available eResources or their parts;
  - d) Not to forward the obtained full texts (directly or indirectly) for any further distribution.

3.2. The Patron acknowledges that:

- a) All rights, authorizations and interests concerning licensed eResources remain with the licensor and its eventual suppliers. Any unauthorized dissemination of the available documents or their parts can damage the licensor and its suppliers;
- b) NTK is bound by the conditions set by the eResource license providers, and is obliged to comply with any other conditions set by the licensors, such as sharing or otherwise making available to them information and data related to use of the respective licensed eResources.

#### **4. Rules for using Self-Service Reprographic Services**

4.1. When using self-service reprographic services, the Patron agrees to comply with the following rules:

- a) To work only with documents from the Integrated Library collections or those that have been provided through interlibrary loan and document delivery services.
- b) To deal with copies of copyrighted works in accordance with the Copyright Act No. 121/2000 Coll. on Copyright, on rights related to Copyright and on the amendments of certain laws (the Copyright Act) in accordance with later regulations (hereinafter referred to as the "**Copyright Act**");
- c) Pursuant to Sections 30, 90 and 91 of the Copyright Act, to make only one print copy from the electronic copy for personal use; any other use of the electronic copy represents a violation of the Copyright Act;
- d) The Patron will not copy, remove, obscure, or modify any copyright or authorship notices contained or displayed in documents;
- e) The Patron will not forward or disseminate in any way the copies obtained (directly or indirectly) with intent of subsequent distribution.

#### **5. Protection of Patrons' Personal Data**

5.1. Information about the processing of Patron's personal data is provided in Appendix III (<https://www.techlib.cz/default/files/download/id/4619>) of the Conditions of Use of Integrated Library, which is accessible on the NTK website (<https://www.techlib.cz/en>).

#### **6. Liability for damage**

- 6.1. Each of the Contractual Parties is obliged to compensate the other Contractual Party for damage caused by its breach of this contract, in accordance with generally binding legal regulations.
- 6.2. The Patron is responsible for any violation of the relevant provisions of the Copyright Law and is obliged to compensate for damages that would arise from their illegal actions.

#### **7. Validity, Duration, and Termination of the Contract**

- 7.1. The validity and effectiveness of this Contract begins on the date of its signature by both Contractual Parties.
- 7.2. The Contract is concluded for a fixed period, i.e., for the period from \_\_\_\_\_ to \_\_\_\_\_.
- 7.3. The contractual relationship established by this Contract may be terminated a) by the expiration of its duration, b) by mutual agreement of the Contractual Parties, c) by termination by the Patron or d) by withdrawal.
- 7.4. The Patron is entitled to terminate this Contract at any time. The termination is effective and the Contract expires on the date of delivery of the written termination to NTK.
- 7.5. Both Contractual Parties are entitled to withdraw from this Contract in accordance with generally binding legal regulations. NTK is also entitled to withdraw from this Contract if the Patron violates any obligation according to Article 3 of this Contract. Withdrawal is effective and the Contract expires on the day the written withdrawal is delivered to the respective Contractual Party. It is possible to withdraw from this Contract only with future effects.

#### **8. Final Provisions**

- 8.1. This Contract and the relationships arising from it are governed by the legal order of the Czech Republic. All disputes arising from this Contract or in connection with it will be resolved by the competent courts of the Czech Republic.
- 8.2. This Contract is made in two (2) counterparts, with each of the Contractual Parties receiving one (1) copy.

**NTK does not assume any responsibility for materials which are provided for informational purposes only. In particular, please note that the information provided does not constitute legal advice. Any liability for damage resulting from the use or incorrect evaluation of the information provided is hereby expressly excluded.**

**The Contractual Parties unanimously declare that this contract was drawn up according to their true and free will, seriously, undoubtedly, and clearly, not in oversight, duress, or under unilaterally disadvantageous conditions. They declare that they have read this Contract before signing it, with its content and with consideration of the consequences arising from their actions. The Contractual Parties attach their handwritten signatures below, as proof of agreement of the above stated.**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
NTK Authorized Representative

\_\_\_\_\_  
Patron's Authorized Representative

\_\_\_\_\_  
Director of the legal entity