



No. 1-6184593594
CRM 1a.1.0 20/07

ELSEVIER SUBSCRIPTION AGREEMENT

This agreement (“**Agreement**”) is entered into as of _____ 2014 by and between **Centrum vedecko-technických informácií Slovenskej republiky**, with its seat at Lamačská cesta 8/A, 811 04, Bratislava, Slovak Republic (hereinafter referred to as the “**Lead Institution**” and/or “**CVTI SR**”), authorized to enter into this Agreement for and on behalf of itself and the institutions identified in Schedule 2 pursuant to a Power of Attorney substantially in the form set forth in Schedule 3 (aforesaid institutions hereinafter referred to as the “**Institutions**”) (CVTI SR and Institutions, including Sites, as defined below, known collectively as Consortium Slovakia and collectively or each solely, as the case may be, also hereinafter referred to as the “**Subscriber**”),

and

ELSEVIER B.V., with its registered seat at, Radarweg 29, 1043 NX Amsterdam, The Netherlands (hereinafter referred to as the „**Elsevier**“).

(the Subscriber and Elsevier hereinafter referred to as the “**Parties**” and each of them referred to as the “**Party**”)

The Parties hereto agree as follows:

SECTION 1. SUBSCRIPTION.

1.1 *Subscribed Products.*

Elsevier hereby grants to the Subscriber the non-exclusive, non-transferable right to access and use the products and services identified in Schedule 1 (hereinafter referred to as the “**Subscribed Products**”) and provide the Subscribed Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement.

1.2 *Authorized Users/Sites.*

Authorized Users are (i) Lead Institution and Institutions, (ii) their full-time and part-time students, employees, faculty staff and researchers and individuals who are independent contractors of the Subscriber or are employed by independent contractors of the Subscriber, including those individuals affiliated with the Subscriber’s locations listed in Schedule 2 (such Subscriber’s locations hereinafter referred to as the “**Sites**”), (iii) users registered by the Subscriber, and (iv) individuals using computer terminals within the library facilities at the Lead Institution, Institutions and Sites permitted by the Subscriber to access the Subscribed Products for purposes of personal research, education or other non-corporate use. For the purpose of this Agreement the Authorized User (excluding Authorized Users defined in section (iv) above) is entitled to access and use the Subscribed Products from distant terminals outside the facilities of the Subscriber. Access to registered users as mentioned in (iii) shall be subject to a registration agreement that includes the additional terms and conditions set forth in Schedule 4.

1.3 *Authorized Uses.*

Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, download and store a reasonable portion of individual items from the Subscribed Products for the exclusive use of such Authorized User; and
- incorporate links to the Subscribed Products on the Subscriber's intranet and internet websites and in electronic coursepacks, reserves and course management systems and instructor websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier;
- provide print and electronic copies of individual items from the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly and research use.

1.4 *Restrictions on Use of Subscribed Products.*

Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Subscriber and its Authorized Users may not:

- abridge, modify, translate individual items or create any derivative work based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;
- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Subscribed Products; or
- substantially or systematically reproduce, retain or redistribute the Subscribed Products.

Authorized Users who are individuals who are independent contractors or are employed by independent contractors may use the Subscribed Products only for the purposes of the contracted research work for the Subscriber.

1.5 *Intellectual Property Ownership.*

The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution of the Subscribed Products could materially and irreparably harm and Elsevier and its suppliers.

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

2.1 *Access to Subscribed Products.*

Elsevier will make the Subscribed Products accessible to the Subscriber and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise set forth herein.

2.2 *Quality of Service.*

Elsevier will use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98 per cent up-time per year, with the 2 per cent down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service. If Elsevier is unable to provide the Subscriber and its Authorized Users with access to the Subscribed Products for a period exceeding 24 consecutive hours, then the term of this Agreement shall extend for corresponding period at no additional costs and fees. If Elsevier is unable to provide the Subscriber and its Authorized Users with access to the Subscribed Products for a period exceeding 5 consecutive days or unaccessability of the Subscribed Products for the Subscriber and its Authorized Users exceeds 2 per cent in one calendar year, then Elsevier shall refund to the Subscriber the amount of fees calculated by dividing the number of days of down-time by 365 and multiplying by the amount of fees for current year in which down-time will occur. The remedy provided herein is in addition to and does not exclude any other rights and remedies that the Subscriber may have under this Agreement or under the law.

2.3 *Withdrawal of Content.*

Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing. Should Elsevier withdraw from the Subscribed Products in the extent of more than 5 per cent, then Elsevier shall refund and/or reduce, as the case may be, to the Subscriber the corresponding per cent amount of the fees for the period for which it has withdrawn.

2.4 *Usage Data Reports.*

Elsevier will provide the usage data reports on the usage activity of each Institution accessible online on a monthly basis to the Institutions and the Lead Institution. Elsevier is entitled to provide anonymous data reports on the usage activity of each Institution to the third party only with the prior express written permission of Subscriber. Subscriber is not entitled to unreasonably refuse to provide Elsevier with such permission.

2.5 *Federated Search and Discovery*

Subscriber may construct a federated search interface to enable federated searching of the Subscribed Products by Subscriber and its Authorized Users, or discovery service which allows the Subscribed Products data harvesting and to enable searching through the offline data of the Subscribed Products by Subscriber and its Authorized Users at no additional costs. The terms and conditions of federated searching and data harvesting shall be governed by a separate agreement to be entered into between Elsevier and the Subscriber.

SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

3.1 *Authentication.*

Access to the Subscribed Products will be authenticated by the use of Internet Protocol (“IP”) address(es) and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials, as identified on Schedule 2.

3.2 *Protection from Unauthorized Access and Use.*

The Subscriber will use reasonable efforts to:

- limit access to and use of the Subscribed Products to Authorized Users and notify all

Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;

- issue any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulge any passwords or credentials to any third party, and notify all Authorized Users not to divulge any passwords or credentials to any third party; and
- promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform Elsevier and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Subscribed Products and, at the same time, if such unauthorized use was not terminated, Elsevier may suspend the access until the effective remedy action is taken to eliminate the unauthorized use of the Subscribed Products and/or require that the relevant Institution suspend the access from where the unauthorized use occurred upon notice to the Lead Institution and relevant Institution. The Subscriber will not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof.

SECTION 4. FEES AND PAYMENT TERMS.

The Lead Institution will pay to Elsevier the fees set forth in Schedule 1 (hereinafter referred to as the "Fees") no later than 60 days from delivery of invoice to the Lead Institution; Elsevier shall issue the invoice not before the end of January of respective calendar year; Elsevier is entitled to issue the invoice for the calendar year 2014 after the day when this Agreement has become effective. Elsevier shall deliver the invoice in three originals. The Fees shall be considered as paid if the invoiced amount has been credited to the bank account determined in the invoice of Elsevier. The Lead Institution shall be entitled to return the invoice back to Elsevier if the invoice does not contain any of the legal essentials, or contains any imperfection without paying it. In such a case the new invoice of Elsevier shall be due in 60 days from its delivery to the Lead Institution. Late payments will be subject to interest on late payment in accordance with Section 1 Clause 2 of Slovak Republic Government Order No. 21/2013 Coll., on the unpaid balance (the amount of interest on late payment rate valid on the day on which this Agreement is entered into between the Parties is 9,15 per cent and is calculated as Key ECB interest rate for Main refinancing operations plus 9 per cent points). The Fees will be exclusive of any value added tax, or customs duty and the Lead Institution will be liable for any such taxes in addition to the Fees. Any sum to be paid by the Lead Institution under this Agreement will be paid by way of transfer to Elsevier's bank account, mentioned on the respective invoice. The currency of account and the currency of payment for any sum to be paid by the Lead Institution under this Agreement will be EUR (meaning the lawful currency of the European part of the Netherlands at the effective date of this Agreement), notwithstanding any changes in Euro zone membership that might occur after the effective date of this Agreement, except in the event that (a) the Netherlands cease to be a member of the Euro zone of the European Union or (b) all participating members of the Euro zone cease to do so and the Euro ceases to exist, in which event the sum will become payable in the currency that will be officially adopted as the legal currency in the Netherlands. The Lead Institution waives any right it may have at any time in any jurisdiction to pay any sum under this Agreement in a currency unit other than that in which it is expressed to be payable under this clause. Should the payment currency agreed in this clause change, as foreseen in this clause, then Elsevier shall bear any and all expenses connected with such change of payment currency. The Subscriber will be charged Dutch value added tax (VAT) unless the Lead Institution is a foreign relevant business person and provides to Elsevier its VAT Identification Number. The Lead Institution will promptly notify Elsevier

of any changes to its VAT Identification Number or VAT status. Elsevier may charge the Lead Institution any VAT, fines, penalties, interest and other costs that Elsevier may incur as a result of incorrect VAT information provided by the Lead Institution.

SECTION 5. TERM.

5.1 Term.

This Agreement shall become valid upon its execution by both Parties. This Agreement shall become effective, in accordance with Section 47a of the Act No. 40/1964 Coll., the Civil Code, on the day following its publication in the Central Registry of Contracts in sense of Section 5a of the Act No. 211/2000 Coll., on free Access to information, as from _____, and remain effective until 31st December 2015.

5.2 Renewal.

This Agreement will be automatically renewed for successive one-year terms, subject to appropriate adjustments to Schedule 1, unless either party terminates this Agreement for convenience effective 31st December 2015, by giving notice in writing no later than September 30th 2015. This Renewal Clause shall not apply if the Agreement has been terminated until 31st December 2015, inclusive, in accordance with this Agreement by any party.

5.3 Early Termination Due To Insufficient Budgetary Allotment From Government or Other Competent Authority.

The Lead Institution may terminate this Agreement if sufficient funds are not provided or allotted in future government / other competent governmental or EU authority approved budgets of the Lead Institution (or reasonably available or expected to become available from other sources at the time the Lead Institution's payment obligation arises) to permit the Lead Institution, in the exercise of its reasonable administrative discretion, to continue this Agreement.

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 Warranties.

Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

6.2 Indemnities.

Elsevier will indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Subscriber will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation will survive the termination of this Agreement.

6.3 Disclaimer.

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED "AS IS" AND ELSEVIER EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBSCRIBED PRODUCTS AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR

EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 *Limitation of Liability.*

Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will Elsevier be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, or will the liability of Elsevier to the Subscriber exceed a sum equal to the Fees paid hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier has been advised of the possibility of such liability or damages.

SECTION 7. GENERAL.

7.1 *Force Majeure.*

Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) will be deemed a breach of this Agreement. The Parties agree that the departure of one or more members of the Euro zone will not, in and of itself, be a "circumstance beyond its control" and will not have the effect of discharging or excusing performance of (any obligation under) this Agreement.

7.2 *Severability.*

The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

7.3 *Entire Agreement.*

This Agreement contains the entire understanding and agreement of the Parties and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders, written or oral, between the Parties with respect to the subject matter contained herein. The Parties hereby confirm that they have no claims, nor receivables against each other arising out from their previous cooperation and for the period preceding execution of this Agreement.

7.4 *Modification.*

No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the Parties.

7.5 *Assignment.*

Neither party will assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of the other party, which consent will not unreasonably be withheld.

7.6 *Privacy.*

Elsevier will not, without the prior written consent of the Subscriber, transfer any personal information of any Authorized Users to any third party or use it for any purpose other than as described in this Agreement and in the online privacy policy for the relevant online service, as may be necessary for fulfilling obligations of Elsevier within the scope of this Agreement.

7.7 *Notices.*

All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.

If to Elsevier: Elsevier B.V., Radarweg 29, 1043 NX Amsterdam, The Netherlands.

If to the Consortium Slovakia and/or the Subscriber: Centrum vedecko-technických informácií Slovenskej republiky, Lamačská cesta 8/A, 811 04, Bratislava, Slovak Republic.

7.8 *Confidentiality.*

The Parties acknowledge that the Agreement shall be published in the Central Registry of Contracts in sense of Section 5a of the Act No. 211/2000 Coll., on free Access to information, as amended. In accordance with Section 47a of the Act No. 40/1964 Coll., the Civil Code, the Agreement shall enter into legal force on the day following its publishing. The Parties further acknowledge that any change or amendment to this Agreement shall also be subject to such a publication.

7.9 *Execution.*

This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are valid to the same extent as original signatures. The originals of such documents, signed by both Parties, must be delivered to both Parties within one month from the later signature according to previous sentence.

7.10 *Changes in details of the Parties.*

In case of change of business name, registered seat address, legal form, members of statutory bodies, their manner of acting on behalf of the party, banking details, including change of the bank account number, of the party such party shall notify the other party of such change in writing without undue delay.

7.11 *Governing Law and Jurisdiction.*

When fulfilling this Agreement the Parties shall abide thereby. Mutual rights and obligations of the Parties not regulated in this Agreement shall be governed by the respective provisions of the Act No. 513/1991 Coll., the Commercial Code, as well as by other legal regulation and norms valid and effective in the Slovak Republic. This Agreement shall be governed by the law of the Slovak Republic. In case of any dispute the Slovak courts shall be competent.

7.12 *Financial Inspection.*

Elsevier is obliged to provide any and all necessary cooperation to competent authorities during financial inspections carried out to the extent that such is required under applicable mandatory EU legislation and conditions which the Subscriber as the subsidy recipient must comply with. Elsevier is not entitled to any fee or any type of compensation for provision of necessary cooperation during such financial inspections.

Elsevier shall be obliged to, in particular, notify costs structure of fulfilling the order/the Agreement on the basis of the request of the Lead Institution or competent authority and persons and bodies authorized by them, and to provide supporting documentation of accounting, invoicing and other nature to submit documents required for the purpose of financial inspection hereunder. Also the Lead Institution shall be entitled to require Elsevier to provide such documentation and information for the purpose of preventive measures connected with evidencing realization of the Agreement.

Elsevier's failure to provide necessary cooperation and/or required documentation during and/or for the purpose of financial inspection carried out by competent authorities shall be considered as a serious breach of the Agreement.

7.13 Public Procurement.

This Agreement is entered into as a result of public procurement procedure in the form of a direct negotiation in accordance with Section 58 letter b. of the Act No. 25/2006 Coll., Public Procurement Act and on change and amendments to some other acts, as amended.

7.14 Governing Language.

This Agreement is executed in Slovak and English versions. In case of any discrepancy between the two language versions, the English version shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

**Centrum vedecko-technických informácií Slovenskej republiky
(Subscriber)**

Name:

Title:

**ELSEVIER B.V.
(Elsevier)**

Name: Martin O'Malley

Title: Managing Director, Research Solutions Sales

No. 1-6184593594



ELSEVIER SUBSCRIPTION AGREEMENT

Schedule 1

Subscribed Products/Access/Fees

Centrum vedecko-technických informácií Slovenskej republiky

No. 1-6184593594

Subscribed Products – publisher Reaxys® - Reed Elsevier Properties S.A		Access - reaxys.com	
SIS ID	Account Name	2014	2015
246540	Slovak Academy of Sciences		
	Institute of Chemistry	€ 13,798	€ 14,557
	Institute of Experimental Pharmacology & Toxicology SAS	€ 7,149	€ 7,542
	Polymer Institute SAS	€ 7,149	€ 7,542
246541	Slovak University of Technology in Bratislava	€ 17,047	€ 17,985
246530	Comenius University in Bratislava	€ 17,047	€ 17,985
246552	Pavol Jozef Šafárik University in Košice	€ 14,198	€ 14,979
526166	University of Ss. Cyril and Methodius	€ 14,198	€ 14,979
TOTAL FEES		€ 90,586	€ 95,569

Reaxys Additional Terms and Conditions

Upon termination of the Subscriber's subscription to Reaxys, the Subscriber will delete all stored copies of items from Reaxys and document the same to Elsevier by written confirmation. Notwithstanding the foregoing, and for purposes of clarity, the Subscriber will not be required to delete incidental copies of individual items that would be impractical or impossible to remove (i.e. as may have been embedded in spreadsheets, reports and similar printed or electronic documents), provided that such individual items will continue to be subject to the usage provisions of the Agreement, which provisions will survive the termination of the Agreement. For the avoidance of doubt, individual items extracted from Reaxys, may only be provided by an Authorized User to other Authorized Users. The Subscriber and its Authorized Users may not provide such individual items to any third party, except as may otherwise be expressly permitted in writing by Elsevier.



ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 2
Sites/Authentication/Contacts

Lead Institution: Centrum vedecko-technických informácií Slovenskej republiky

Sites: The participating Institutions as noted on Exhibit A, attached hereto and made a part of.	#Auth. Users: 200,000	Authentication: See Exhibit A
--	---------------------------------	--

The Subscriber will promptly notify Elsevier of any material changes in the number of relevant Authorized Users, which changes may result in Elsevier terminating the Agreement at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the Parties in writing.

Primary Contact

Name: Mária Žitňanská
Title:
Name/Address (if different from Section 7.7): Centrum vedecko-technických informácií Slovenskej republiky, Lamačská cesta 8/A, Bratislava, 811 04, Slovak Republic
E-mail: maria.zitnanska@cvtisr.sk
Phone: +421 2 69253112

Billing Contact

Name: Lívia Holienková, Ľudovít Futo
Title:
Name/Address (if different from Section 7.7): Centrum vedecko-technických informácií Slovenskej republiky, Lamačská cesta 8/A, Bratislava, 811 04, Slovak Republic
E-mail: livia.holienkova@cvtisr.sk, ludovit.futo@cvtisr.sk
Phone: +421 2 69253140

Consortium Slovakia Technical Contact

Name: Michal Sliacky
Title:
Name/Address (if different from Section 7.7): Centrum vedecko-technických informácií Slovenskej republiky, Lamačská cesta 8/A, Bratislava, 811 04, Slovak Republic
E-mail: michal.sliacky@cvtisr.sk
Phone: +421 2 69253141

The Consortium Slovakia will promptly notify Elsevier of any changes to any of the contact information above.



ELSEVIER SUBSCRIPTION AGREEMENT

Exhibit A Institutions

No. 1-6184593594

SIS ID	Inštitúcia	Adresa	IP adresa	Kontaktná osoba	E-mail
246540	- Slovenská akadémia vied - Chemický ústav SAV - Ústav experimentálnej farmakológie SAV - Ústav polymérov SAV	Štefánikova 49, 814 38 Bratislava	147.213.77.20-199 147.213.77.200-253 147.213.98*, 147.213.114* 47.213.124*, 147.213.120* 81.0.(214-214).(102-102) 81.89.(56-56).(249-249) 147.213.(0-255).(0-255) 147.232.(16-16).(19-19) 158.197.(72-72).(240-255) 193.84.(66-66).(193-255) 193.87.(0-6).(0-255) 193.87.(7-7).(0-13) 193.87.(7-7).(15-129) 193.87.(7-7).(131-255) 193.87.(8-73).(0-255) 193.87.(75-255).(0-255) 194.160.(129-129).(40-40) 194.160.(137-137).(178-178) 194.160.(137-137).(235-237) 194.160.(188-188).(0-255) 194.160.(203-203).(62-125) 195.28.(142-142).(198-198) 197.87.(34-34).(158-165)	Andrea Doktorová	andrea.doktorova@savba.sk
246541	Slovenská technická univerzita	Vazovova 5, 812 43 Bratislava	147.175.(0-255).(0-255)	Viera Polčíková	viera.polcikova@stuba.sk

246530	Univerzita Komenského v Bratislave	Lekárska fakulta, Odborárske námestie 14, 813 72 Bratislava 1	84.245.(68-68).(194-194) 84.245.(70-70).(250-250) 147.175.(143-143).(0-255) 158.195.(0-255).(0-255) 193.87.(5-5).(128-255) 193.87.(8-9).(0-255) 193.87.(84-84).(0-255) 193.87.(187-187).(47-47) 194.160.(130-130).(36-36) 194.160.(132-134).(0-255) 194.160.(142-142).(0-255) 194.160.(180-183).(0-255) 195.46.(70-70).(121-122) 195.80.(191-191).(64-95) 212.5.(196-196).(92-92) 213.215.(72-72).(78-78) 213.215.(72-72).(170-170) 213.215.(86-86).(79-79)	Daniela Gondová	daniela.gondova@fphil.uniba.sk
246552	Univerzita Pavla Jozefa Šafárika	Šrobárova 2, 04180 Košice	158.197.(0-255).(0-255)	Daniela Džuganová	daniela.dzukanova@upjs.sk
526166	Univerzita sv. Cyrila a Metoda v Trnave	Námestie Jozefa Herdu 2, 91701 Trnava	193.87.(59-59).(0-255) 193.87.(163-163).(96-103)	Iveta Radošová	iveta.radosova@ucm.sk

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 3
Standard Power of Attorney Form

POWER OF ATTORNEY

The undersigned, _____, the authorized representative of _____, an academic institution, with its principal offices located at _____ (the “**Institution**”), hereby constitutes and appoints Centrum vedecko-technických informácií Slovenskej republiky, with its principal offices located at Lamačská cesta 8/A, 811 04, Bratislava, Slovak Republic (the “**Attorney**”), as the proxy of the Institution, with full power and authority in the name and stead of the Institution to exercise all rights and privileges of the Institution in its capacity as an Attorney of the Institution to sign, in its sole discretion, the Elsevier Subscription Agreement (“**Agreement**”) annexed hereto and any amendments thereto [and to receive and process all invoices and make payments of all fees due as specified in the Agreement on behalf of the Institution].

The Institution acknowledges and agrees to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement.

IN WITNESS WHEREOF, this POWER OF ATTORNEY has been executed by the Institution this ___ day of _____, 2014.

Name:

Title:

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 3.1
Signed Power of Attorney Forms

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 4
Registered User Agreement text added

ELSEVIER SUBSCRIPTION AGREEMENT registered users additional restrictions:

The User may for non-commercial purposes only: 1) access, search, browse and view the products; 2) print and download a reasonable portion of the products; Except as may be expressly permitted in this Agreement, the User may not: 1) abridge, modify, translate or create any derivative work based on the products, except to the extent necessary to make them perceptible on a computer screen; 2) remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the products; or 3) substantially or systematically reproduce, retain or redistribute the products.

The User acknowledges that all right, title and interest in and to the products remain with the publisher and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution of the products could materially harm the publisher and its suppliers.

The User confirms that the use will be for non-commercial purposes and that he/she is not employed by a corporation for which the products will be used.

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PUBLISHER PROVIDE THE PRODUCTS "AS IS" AND MAKE NO REPRESENTATION OR WARRANTY AND EXPRESSLY DISCLAIM ANY LIABILITY FOR ANY CLAIM ARISING FROM OR OUT OF THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.