



2014-2016 ACM Digital Library Consortium License Renewal Agreement

February 4, 2014

Client # 1663236

This Agreement is made between

ACM (the Association for Computing Machinery), with its principal offices at 2 Penn Plaza, Suite 701, New York, NY 10121-0701, USA, **Tax ID number: 131921358** (“the Licensor”), and

Centrum vedecko-technických informácií SR with its principal offices at Lamacska cesta 8/A, 811 04 Bratislava, Slovakia, **ICO: 151882, DIČ: 2020798395** (“the Subscriber”).

The Subscriber will be granted the right and license to use the Licensed Material on the terms and conditions of this License Agreement.

1. **Authorized Users.** The following categories of users of the ACM Digital Library (DL) are recognized as Authorized Users: persons affiliated with the Subscriber and Member Institutions as students, faculty, registered users or employees, authorized persons physically present in the Subscribers’ library facilities.
2. **Basic License.** ACM grants to the Subscriber and its Authorized Users the non-exclusive rights to search, browse, view, and download the content in the DL. All downloading and printing by Authorized Users will be for the Subscriber’s and Member Institutions’ use only, unless approved by ACM in writing. Remote access to the DL by members of the general public is not permitted. Authorized Users may download, print, and copy items from the DL for their use in connection with classroom instruction and related educational purposes, but may not redistribute or make available access to the DL for any commercial purposes.
3. **Member Institutions.** It is agreed that the Subscriber enters into this Agreement on behalf of a group to be herein referred to as Member Institutions. A complete list of Member Institutions is included below as Annex 1.
4. **Alterations.** Neither the Subscriber nor any Authorized Users of the DL may modify, adapt, transform, translate, or create any derivative work based on any of the materials in the DL. Any copyright notices, or other notices appearing in the DL may not be removed, obscured, or modified in any way. All rights, title, and interest in the contents of the ACM DL are the recognized property of the ACM or its affiliates and no ownership rights, title, or interest are transferred to the Subscriber as a part of this Agreement.
5. **License Period.** The Subscriber shall be given web-based access to the DL during the **term beginning with the date the contract becomes effective and concluding February 28, 2016**. It is understood between the parties that this is a binding Agreement for the entire license period stated above.
6. **Licensing Fees.** The Subscriber agrees to pay the Licensor the License Fee set forth below for each year during the term of the Agreement. The License Fee shall be paid once a year upon the invoice issued by the Licensor, which shall contain essentials of tax document in accordance with legal regulation of the Slovak Republic. All payments shall be made in U.S. Dollars. It is understood that this Multi-Year Commitment and License Fee is effective based upon the participation of the Member Institutions listed in Annex 1 and the schedule below:



- Date the contract becomes effective through February 28, 2015 – US\$ 78,720
- March 1, 2015 through February 28, 2016 – US\$ 80,294

CVTI (Slovakia) Member Institutions	2014 UsageTier Profile	March 2014- Feb 2015 ACM DL Fee	March 2015- Feb 2016 ACM DL Fee
Comenius University	4	\$ 10,203.00	\$ 10,407.00
Matej Bel University	2	\$ 9,840.00	\$ 10,037.00
Slovak Centre of Scientific and Technical Information	3	\$ 9,112.00	\$ 9,294.00
Slovak University of Technology	6	\$ 10,569.00	\$ 10,780.00
Technical University Kosice	3	\$ 10,203.00	\$ 10,407.00
University of Economics Bratislava	2	\$ 9,113.00	\$ 9,295.00
University of P. J. Safarik Kosice	3	\$ 9,840.00	\$ 10,037.00
University of Zilina	3	\$ 9,840.00	\$ 10,037.00
Total Consortium Fee		\$ 78,720.00	\$ 80,294.00

Subscription access for existing CVTI SR Digital Library subscribers will remain continuous and uninterrupted throughout the contract negotiation process. The individual institution pricing is based on the total aggregate fee offered to the consortium, and any reduction in the number of institutions will not result in a decrease of the aggregate consortium fee due in each year of the Agreement. These fees include access to:

- The current year’s Publications, including journals, magazines, conference proceedings, newsletters, websites, and multimedia files
- All ACM Affiliated Publications, including approximately 12 journals, proceedings, and bulletins
- ACM Guide to Computing Literature, ACM's bibliographic database and abstracting & indexing service
- An up-to-date list of the contents of the ACM Digital Library is posted at <http://librarians.acm.org/contents-digital-library>

7. Access to Historical Archive. The Licensor shall provide complimentary access to the complete archive of all ACM Publications dating back to each publication's first issue or volume. This complimentary access does not include archival rights, which can be arranged with the Licensor by separate Agreement.
8. ACM Guide to Computing Literature. The Licensor shall provide complimentary access to ACM's bibliographic database and abstracting & indexing service.
9. Payment Terms. Payment will be delivered from the Subscriber to the Licensor within 60 days of receipt of an invoice from the Licensor (net 60 days). In case the payment shall not be delivered within 60 days as stated herein but it shall be delivered within 90 days of receipt of an invoice from the Licensor, the Licensor shall not request for such delay any penalty or default interest from the Subscriber.
10. Access. Global access will be provided to the Subscriber based on IP Verification, unless otherwise agreed between the parties. The Subscriber will provide the Licensor with a complete list of current IP Addresses.



In the event of changes in the Member Institutions' IP Addresses, the Subscriber will announce this change without undue delay to the Licensor.

11. **Terms of Usage.** The Subscriber and individual users affiliated with the Subscriber may make digital or hard copies of the individual articles contained within the DL, as long as such copies are not made or distributed for profit or commercial advantage and all such copies bear the ACM copyright notice. In addition, users may assemble and distribute links that point to works in the ACM Digital Library.

The Subscriber and individual users affiliated with the Subscriber may not republish individual articles contained within the DL, or post them on other servers, or redistribute them to lists, without first receiving explicit permission from ACM. No wholesale duplication of all or substantial sections of the ACM Digital Library is permitted under the terms of this Agreement.

The use of robots or intelligent agents is not permitted under the terms of this Agreement and any significant usage resulting from the use of such robots or intelligent agents will result in increased usage-based fees upon renewal of this Agreement consistent with the ACM Digital Library pricing policy in effect at the time of renewal. Furthermore, ACM reserves the right to suspend or terminate this Agreement if systematic downloading of the DL is discovered.

12. **Inter-Library Loans.** The Subscriber and individual users affiliated with the Subscriber may make digital or hard copies of the individual articles contained within the DL, as long as such copies are not made or distributed for profit or commercial advantage and all such copies bear the ACM copyright notice. The Subscriber's Authorized Users may download and print articles for personal use and archive contents on their own personal computers. Facsimile images that are exact representations of the print pages or of printouts from the electronic database may be provided for interlibrary loan under CONTU guidelines and distributed in paper, fax, or digital form. Libraries may include copies of DL digital content in local electronic course reserve systems limited to use of Authorized Users of current classes.
13. **Warranties.** ACM warrants that it has copyright ownership and/or permission to use all of the materials in the DL. The Subscriber warrants that it will use all reasonable efforts to insure the integrity of the DL and the security of the network providing access to Authorized Users.
14. **Term and Termination.** Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured thirty (30) days after the non-breaching party gives the breaching party written notice of such breach. In the event of termination for material breach caused by the Subscriber, the Subscriber may not retain any portion of the DL nor be entitled to any refund or prorated portion of the License Fees. The parties agree that CVTI SR may terminate this Agreement in case the exchange rate of USD quoted against the EURO announced by the Slovak National bank shall exceed 30% compared with the exchange rate on the date this Agreement takes effect.
15. **Post-Cancellation Perpetual Access.** Upon termination of this Agreement, and upon written request from the Authorised Institution, the Publisher will provide the Authorised Institution and their Authorised Users with access to the full text of the Licensed Material which was published and paid for during the term of this Agreement through Portico. In the event that the Authorised institution is not a member of Portico, the Publisher will supply electronic files in a medium and format mutually agreed between the parties to the Authorised Institutions without charge. The full text of the electronic files may not be resold at any time; this remains in effect in perpetuity. Continuing post cancellation access is subject to the terms and conditions of use of this License.



- 16. Entire Agreement. This Agreement, including all addenda, annexes, exhibits, and schedules, contains the final and entire agreement of the parties on the subject matter herein and supersedes all previous and contemporaneous oral or written negotiations or agreements on the subject matter herein.
- 17. Amendments. All amendments and modifications to this Agreement shall be made in writing and be signed by duly authorized representatives of both parties.
- 18. Governing Law. The terms and conditions of this Agreement are governed by New York law. All disputes arising out of or in connection with this Agreement shall be exclusively submitted to arbitration in accordance with the Arbitration Rules of New York State.
- 19. Assignment. This Agreement may not be assigned by either party to any other person or organization, nor may either party sub-contract any of its obligations, without the prior written consent of the other party, for which consent shall not be unreasonably withheld.

Both parties hereby agree to the above terms,

Signatures

On behalf of the
SUBSCRIBER

LICENSOR

Signature

Signature

Print Name

Print Name

Date	Date
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Centrum vedecko-technických informácií SR
Signature of Authorized Person
ID: 151882, DIČ: 2020798395

Scott Delman
ACM
2 Penn Plaza, Suite 701
New York, NY 10121-0701
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ANNEX 1

Member Institutions:

1. Comenius University
2. Matej Bel University
3. Slovak University of Technology
4. Technical University Kosice
5. University of P. J. Safarik Kosice
6. University of Zilina
7. University of Economics Bratislava-
8. Slovak Centre of Scientific & Technical Information Bratislava