



37/1/2009

## 2009 ACM Digital Library Consortium License Renewal Agreement

February 9, 2009

### 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 Lamačská 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.** Authorized Users may not 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.
5. **License Period.** The Subscriber shall be given web-based access to the DL during the term beginning March 1, 2009 and concluding February 28, 2014. 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. During the term of this Agreement if one of the Member Institutions terminates their participation, then the License Fee of this Multi-Year Commitment will be renegotiated based upon participating Member Institutions prior to the Licensor generating a new invoice and will be based upon the Licensor's then current pricing. In the event the number of Member Institutions increase or decrease, the Subscriber shall announce this change without undue delay to the Licensor. License Fees are:

- March 1, 2009 through February 28, 2010 – US\$ 57,790
  - March 1, 2010 through February 28, 2011 – US\$ 62,124
  - March 1, 2011 through February 28, 2012 – US\$ 66,783
  - March 1, 2012 through February 28, 2013 – US\$ 71,792
  - March 1, 2013 through February 28, 2014 – US\$ 77,176
7. **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.
8. **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 and/or the Subscriber will use the Licensor's web-based IP Administration self-service tool.
9. **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.

10. **Print Copies.** The Licensor will ship one print archival copy of the 2009 ACM Publications to the Subscriber at the following address: Slovak Centre of Scientific and Technical Information, Lamačska cesta 8/A, 811 04 Bratislava, Slovak Republic.
11. **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.
12. **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.



13. **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 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.
14. **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.
15. **Amendments.** All amendments and modifications to this Agreement shall be made in writing and be signed by duly authorized representatives of both parties.
16. **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.
17. **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, dated February 9, 2009.

### Signatures

On behalf of the  
SUBSCRIBER

Signature

*prof. RNDr. Jan Turník, CSc.*  
Print Name

LICENSOR

Signature

*Scott Delman*  
Print Name

*9.4.2009*

*18. FEB. 2009*

Date

Date

Centrum vedecko-technických informací SR  
Signature of Authorized Person  
ICO: 151882, DIČ: 2020798395

Scott Delman  
ACM  
2 Penn Plaza, Suite 701  
New York, NY 10121-0701  
**Tax ID number:131921358**



## **ANNEX 1**

### **2009 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

CYNTHIA RYAN  
Notary Public, State of New York  
No. 41-478588  
Qualified in Nassau County  
Commission Expires Aug. 21, 2008



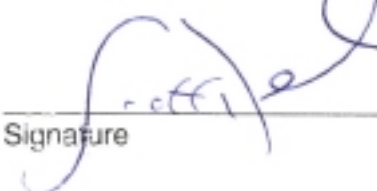
**STATUTORY DECLARATION**


of the company, ACM, with its principal office at 2 Penn Plaza, Suite 701, New York, NY 10011 USA

The company, ACM, hereby declares that

- it or its statutory body or the members of its statutory body have not been convicted and sentenced of committing any corruption, offence, money-laundering, offences harmful to EU's financial interests, organized crime related offences (founding, conspiring and promoting criminal gangs), or of committing terrorism related offences (founding, conspiring and promoting terrorist groups)
- it or its statutory body or the members of its statutory body have not been convicted and sentenced of committing an offence which in material element relates to its business activity
- it is not subject to bankruptcy proceedings, not bankrupt (a bankruptcy order was not adjudged in respect to its property), is not winding up or a bankruptcy petition was not dismissed due to lack of property
- it owes no outstanding arrears or shortage in health insurance, social security insurance or in retirement pension insurance which may be enforced by restraint
- owes no outstanding tax arrears or shortage which may be enforced by restraint
- it is authorized to provide the services agreed upon
- it has no serious breach of professional duty in the last three years, where there is proof that it had committed such breach of professional duty and such a breach may be proved either by the Public Contractor or by the Contractor.

In New York on... June 11, 2009

  
\_\_\_\_\_  
Signature

  
**CYNTHIA RYAN**  
Notary Public, State of New York  
No. 41-478898  
Qualified in Nassau County  
Commission Expires Aug. 31, 2009