

NON-EXCLUSIVE LICENSE CONTRACT
for the Provision of Digitised Cartographic Works
of the Map Collection
of the Faculty of Science, Charles University

for study purposes

Contracting Parties:

Charles University in Prague, Faculty of Science, (Map Collection)

Albertov 6, 128 00 Prague 2

Registration No.: 00216208, Tax registration No.: CZ00216208

Represented by

Doc. RNDr. Ing. Vladimír Krylov, Ph.D., Dean of the Faculty of Science, Charles University
PhDr. Mgr. Eva Novotná, Ph.D., director of the Map Collection and of the Geographical library,
Faculty of Science, Charles University is authorized to factual negotiations on behalf of the Faculty of
Science, Charles University
hereinafter referred to as “**Map Collection**” or “**Provider**”

and

.....(institution name)

.....(address)

represented by

.....(legal representative of the institution)

..... (identification number, tax registration number)

hereinafter referred to as “**Assignee**”

Preamble

The purpose of this Contract is the use of cartographic works of national cartographic heritage preserved in the Map Collection of the Faculty of Science of Charles University for study purposes.

The Map Collection hereby declares to have within the meaning of the provisions of section 58 paragraph 7 and section 59 paragraph 2 of Act No. 121/2000 Coll. – Copyright Law - the authorization, granted by copyright holders, to geographical works, whose accessibility concerns this Contract in the following range:

- a. consent to storage (archiving) of these electronic data files in the repository of the Faculty of Science, Charles University managed by the Map Collection and in the other safe storage in the repository of the Charles University;
- b. consent to the technological processing of these electronic data files using software tools and methodologies for storing and making these electronic files available (spreading) to the public;
- c. consent to make these electronic files available (spreading) to the public on the websites of the Geographical Library placed on the given domains including subdomains <https://www.natur.cuni.cz/geografie/knihovna>; <http://www.geobibline.cz>;
- d. consent to make copies of graphic images of cartographic works recorded in the electronic data files available to the public for study purposes.

Article I
Subject Matter of the Contract

1. The Subject Matter of this Contract under the conditions as stated below is consent to the use of graphic images of maps exclusively for study purposes (hereinafter overall “cartographic works”), namely The works are recorded in electronic data files made within the TEMAP project stored in the repository of the Faculty of Science, Charles University managed by the Map Collection;
2. The Map Collection shall pass the graphic images of the maps to the Assignee in the format and in the manner hereinafter stated in this Contract. Detailed specifications of provided graphic images of the maps are stated in annex of this Contract.

Article II
Conditions of Use

A) Obligations of the Assignee

1. The Assignee is entitled to use graphic images of the maps solely for the study purposes or personal research but on non-commercial basis.
2. The Assignee undertakes that graphic images of the maps or their parts:
 - a. shall not be used for commercial purposes;
 - b. shall not be used to create cartographic work intended for its commercial dissemination;
 - c. shall not be used for commercial dissemination of any newly created works.
3. The Assignee is not entitled:
 - a. to make copies of the graphic images of the maps;
 - b. to allow third persons to make copies of graphic images of the maps or their parts;

B) Obligations of the Provider

1. The Map Collection gives consent to the use of graphic images of maps only for the purpose stated in Article I of this Contract.
2. The Map Collection provides the Assignee with graphic images of maps taken from electronic data files stored in the format at the DPI resolution.
3. Providing and granting consent to the use of the graphic images of maps under this Contract is free of charge. The Assignee is obliged to pay the cost of the digital data carrier (CD/DVD), which amounts to EUR 0,50, and to pay the postage, which amounts to EUR The assignee is obliged to pay the final price on the basis of an invoice issued by the provider. The remuneration shall be paid by non-cash transfer to the account of the provider specified in the contract header. The invoice is payable within 14 days of the issuance.

Article III
Special provisions

1. The Map Collection is not responsible for any infringement of copyright or other rights of third parties by the Assignee in connection with the use of graphic images of maps; as well as the Assignee acknowledges that the Map Collection is not obliged to settle any claims of the third

parties arising from any possible breach of their rights in connection with the use of the graphic images of maps based on this Contract.

2. The Assignee bears full legal responsibility for breach of any of his obligations.
3. If the Assignee breaches any of the obligations, the Map Collection is entitled immediately to withdraw the consent to the use of graphic images of maps that is based on this Contract. The effects of the withdrawing of the consent to the use commence by the delivery of written copy of withdrawal of consent.

Article IV Final Provisions

1. This Contract is concluded for a term of 5 years.
2. The Contract is valid and effective from the day of its signing.
3. The effects of this Contract shall end the last day of its duration. The Contract may be also terminated:
 - a. by written agreement or
 - b. by written notice given by either of the Contracting Parties. The notice period is three months, and it shall start running on the first day of the month following the evident delivery of the written notice to the other Contracting Party.
4. All the amendments and supplements of this Contract may be made only in the form of written numbered annexes.
5. This Contract is concluded in compliance with Act No.89/2012 Coll., Civil Code and legal relations created by this Contract are governed by Act No.89/2012 Coll., Civil Code and Act No. 121/2000 Coll., Copyright Act.
6. The Contracting Parties undertake to settle any disputes first by an agreement. If the dispute is not settled by peaceful means, the Contracting Parties have agreed that disputes arising from this Contract shall be resolved in a competent court of the Czech Republic governed by the law of the Czech Republic.
7. This Contract is executed in two counterparts of the same validity, the assignee receives one copy, and the provider receives one copy. Annex 1. *Detailed specification of provided graphical images of the maps* constitutes an integral part of the Contract.
8. The Contracting Parties declare that this Contract is an expression of their free act and deed, and it has not been concluded under duress or under obviously disadvantageous terms. In witness whereof the signatures of persons authorized to negotiate are appended.

In Prague on

In on.....

For and on behalf of the provider:

For and on behalf of the assignee:

.....
Doc. RNDr. Ing. Vladimír Krylov, Ph.D.
Dean of the Faculty of Science
Charles University

.....
.....(name, surname)
..... (position within the institution)
.....(institution name)

Annex No. 1

Detailed specification of provided graphical images of the maps

Serial number: 1

Title:

Call number:

Barcode:

System number:

Provided graphical images: scan (..... format, DPI resolution)

Purpose:

Total: graphical images (..... format, DPI resolution)