

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, Faculty of Science, (Map Collection)

Albertov 6, Prague 2, Post Code 128 43

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

Represented by Prof., M.A. Jiří Zima, CSc., Dean of the Faculty of Science, Charles University

Eva Novotná, Ph.D., director of the Map Collection and a head 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

Name, surname / company:

residence/office/ place of business :

Birth Identification No./ Registration No., Tax Registration No.:

Represented by:

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 authorisation, 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 bellow is consent to the use of graphic images of maps exclusively for study purposes (hereinafter overall “cartographic works”).

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;
4. The assignee is obliged to deliver the final copy of the work in print or electronic form to the Map Collection.

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 tiff at the resolution 400 DPI.
3. Providing and granting consent to the use of the graphic images of maps under this Contract is free of charge. The Assignee shall pay the cost of creating copies and cost carriers and postage costs in the account of CZK total. This amount is payable within 5 working days from the conclusion of this agreement.

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 an indefinite term.
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 of all 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 three counterparts of the same validity, the assignee receives one copy and the provider receives two copies. 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.....

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Charles University
Prof. M.A. Jiří Zima, CSc.
Dean of the Faculty of Science, Charles University

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Annex No. 2 to the Dean's Decree No. .8/2011, issuing the Research Rules of the Map Collection of the Faculty of Science, Charles University in Prague:

Price list of services

Map Collection of the Faculty of Science, Charles University in Prague

Prices of the services are established with regard to the Price list of services and copying fees valid in public archives. Prices include VAT. The services of MC are free of charge for employees and students of the geographical section of the Faculty (with the exception of financially endowed grant projects).

Item	Price
Issue of a researcher card of the Map Collection (in a distribution centre of Charles University)	
Internal researcher of the Charles University	free
External researcher	EUR 6
Reminders	
Charges for not returning items in due time (document/day)	EUR 0,20
Charges for sending reminder by post	According to the Czech Post prices
Loss and Compensation	
Substitution by the same document	
Bound copy of the lost document	
Other equivalent compensation according to the decision of the director of the Map Collection	
Reprographic services/print (CZK / 1 sheet), copying only from the documents of the MC, except the old prints	
Black and white copy - formats A4 / A3	EUR 0,50 / EUR 0,80
Colour copy – formats A4 / A3	EUR 1,50 / EUR 3
Scanning (CZK / 1 sheet)	
Self - service scanning (up to 100 dpi) up to format A3 inclusive	free
Scanning (200 dpi) up to format A4 inclusive	EUR 1
Scanning (200 dpi) up to format A3 inclusive	EUR 2
Scanning (200 dpi) up to formats larger than A3 to the width of format B0	EUR 5
Increase resolution by every commenced 100 dpi over 200 dpi	EUR 0,20
Digital data record including CD, DVD	EUR 0,50
Scanning in the preview resolution (100 dpi)	50% of the price
Research and Editorial (CZK / hour)	
Research and consulting services	EUR 13
Editorial and qualified professional activity	EUR 20
Consent to single use of documents (on the basis of the Contract on Cooperation)	
1 piece of black and white reproduction	EUR 50
1 piece of colour reproduction	EUR 100
These prices shall also apply to the reproductions of documents made by applicant's own equipment	
Filming in MC	
Basic fee (for every day)	EUR 350
Filming and photographing of separate documents	EUR 15/ document, object
Excursions in Map Collection	
Individual excursion – adults	EUR 2,50
Individual excursion – pensioners, children (6-15 yaers)	EUR 1,50
Individual excursion – children under 5 years and ZTP card holders	free
Individual excursion – students and staff of the Faculty of Science of CU	free
Group excursion with guide (10-15 people), it is important to pre-book	EUR 2 / person
Lockers	
Use of lockers - free	Against deposit
Loss or theft of keys from the lockers (arrangement of a new lock)	EUR 50
Fee for the keys returned after the business hours of MC CZK / working day)	EUR 3,50