

Rendition agreement on electronic document delivery to final users

I. Contracting parties

Represented library (hereinafter „Library“):

Name:

Seat:

Represented by: NTK – service center VPK (SC VPK)

And

Final user (hereinafter „User“):

Name and surname:

Date of birth:

Permanent address:

Correspondence address:

Phone/fax:

E-mail:

II. Preamble

This contract can only be signed on the basis of the before-signed *Collective agreement on using of authors work by final users for personal purposes through library on request according to § 18 art. 2 Copyright Act* concluded on 29. 12. 2008 by the National library of the Czech Republic and Dilia, theatre, literary and audiovisual agency, o.s. following the § 101 of the Copyright Act, no. 121/2000 Coll. (hereinafter „Copyright Act“).

III. Subject matter

1. The Library undertakes to provide the User the Electronic document delivery services (hereinafter „EDD services“) according to his/her written request. The copies can only be used for private purposes of the User.
2. The User undertakes to use the electronic documents received via the EDD service in accordance with the Copyright Act and this Agreement and pay all the fees duly.

IV. Rights and duties of the Users

1. The User can use the EDD services within the duration of this Agreement only to receive a permanent electronic copies in non-text format (e.g. pdf or jpg) or paper copies strictly intended for private use.
2. Any other use of documents received via the EDD service, mainly their editing (shortening, translation, adaptation etc.) for other than personal use or their

copying, spreading or providing to third parties or commercial use is strictly forbidden.

3. The User is obliged to refrain from any acting, neglect or carelessness which may lead to infringement of copyright. The User pledges not to provide his/her user name and password to the EDD service to third parties and to inform the Library immediately in case of suspicion of misuse of his/her authentication data.
4. The User is responsible for breaking this Agreement, Copyright Act and any related civil or criminal laws. The User is aware of the fact that by breaking the Agreement he/she incriminates him/herself and can be forced to compensate the author lost profits.
5. The User is liable for any damage arising from providing incorrect data about him/herself to the Library.
6. The Library can withdraw from the Agreement after realising the User provided it with incorrect data about him/herself. The claim to compensate the author lost profits remains the same.
7. In order to provide the authors with the highest protection the electronic copy of the document will be visibly marked with the following text: **EDD / [zkratka knihovny] – tato rozmnoženina slouží výhradně pro účely výzkumu a soukromého studia držitele uživatelského konta** (EDD / [library abbreviation] – this copy can only be used for personal use of the user account holder). It is strictly forbidden to change, cover or remove this text as well as changing the format of the delivered document.
8. The User will provide the Library with his/her personal details upon request in order to confirm or update the data in the records exclusively for the purpose of proper service provision and communication of contracting parties.
9. By signing this Agreement the User agrees that the Library will provide his/her personal details to Dilia or relevant copyright owners in case of an infringement. In such a case the Library will inform Dilia or relevant copyright owners also about the extent of the infringement and caused damage.

V. Rights and duties of the Library

1. The Library is obliged to provide the EDD service according to this Agreement, legal regulations and General rules on the EDD service published at <https://edd.cvut.cz/edd> which are part of the Agreement. The User undertakes to get acquainted with the General rules.
2. The Library can suspend the service in case of any break of the Agreement from the side of the User until the problem is put right.
3. Personal details of the Users must be treated according to the Act no. 101/2000 Coll. on personal details protection. The Library keeps records of personal details of a User since the Agreement is signed by which the User gives his permission to such a treatment of his/her personal details.
4. The Library is entitled to ask any User to update or confirm his/her personal details. This situation can occur particularly after several years of using the EDD service, finishing studies, change of permanent address etc.

VI. Final provision

1. All amendments to the Agreement must be done in written form signed by both contracting parties.
2. The Agreement is made for a fixed period of time during which the Library will provide the EDD service.
3. The Agreement comes into force as of the date of signature by both contracting parties.
4. The Agreement terminates after the expiration of agreed period of time. It can also end upon written request of any of the contracting parties for any reason 30 days after its delivery to the second contracting party.
5. The Library can cancel the Agreement in case the User seriously breaks it and does not put the situation right even upon written request. The claim to compensate the author lost profits remains the same.
6. The Library is not obliged to conclude a new Agreement with a User in case the previous Agreement terminated after the User seriously broke it.
7. The Agreement is drawn up in three copies. Two of them are for the Library, the remaining one is for the User.

In Prague on:

In Prague on:

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The Library

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The User