

### Agreement Regarding Terms of Use of the National Library of Technology

#### Contractual Parties:

**National Technical Library, Technická Street 6/27, Zip Code 10160 80 Prague 6, Dejvice,**

A subsidized organisation established by the Ministry of Education, Youth and Physical Training

Organisational ID: 6138 7142

Tax Registration N° : CZ61387142

Bank Account N° : 8032031/0710 (Czech National Bank, Prague)

The organization is represented by Mr. Ing. Martin Svoboda, Director of the National Library of Technology (Hereinafter "NTK")

and

Last name, first name: \_\_\_\_\_

Day, month, year and place of birth: \_\_\_\_\_

Home address: Street, N°: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Tel. N° : \_\_\_\_\_

Mailing address: Street, N°: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Tel. N° : \_\_\_\_\_

Email: \_\_\_\_\_ Cell Phone N° : \_\_\_\_\_

Identification Card N°: \_\_\_\_\_ Issued on: \_\_\_\_\_ By: \_\_\_\_\_

(Hereinafter the "Client"),

Enter into this Contract for use of the National Library of Technology services.

The Contractual Parties undertake to respect provisions of the NTK Library Regulations that are an integral part hereof and form an Annex hereto.

In conformity with the Act N° 257/2001 Coll., on Libraries and Conditions of Provision of Public Library and Information Services (hereinafter the "Library Act"), as amended, with the Act N° 219/2000 Coll., on Property of the Czech Republic and its Representation in Legal Relations, as amended, and with reference to Section 5, Sub-Section 1, Paragraph b); and Section 5, Sub-Section 2, Paragraphs b) and e) of the Act N° 101/2000 Coll., on Personal Data Protection and Modification of Some Acts, as amended (hereinafter the "Personal Data Protection Act"), NTK is entitled to condition the provision of its services by gathering necessary personal data of the Client and his/her Representative. Acting as the data administrator and processor, it keeps the personal data in its Database of Clients under conditions specified by the Act on Personal Data Protection, until the Client asks in written form for to delete the data, or until five years after either by termination of the Client's NTK card or by a settlement by the Client of his/her last commitment to the Library, whichever condition is fulfilled last.

The Client further agrees that NTK keeps the data indicated below in its Client Registration System. The data is used for conducting surveys regarding NTK's offerings and services and thus for continuous improvement of NTK's information resources over time. Data stored includes: Type of Client (student; doctoral student; member of the public; citizen from outside the Czech Republic – permanent resident; citizen from outside the Czech Republic – temporary resident; or university professor) as well as address of affiliated institution/employer. The Client acknowledges that in accordance with Section 5, Sub-Section 2, Paragraph e) of the Personal Data Protection Act, NTK is also entitled to record any serious violations of NTK Library Regulations. These notes are also part of the Client's record in the Registration System.

According to Section 12, Sub-Section 2 of the Personal Data Protection Act, and upon a written request of the Client, NTK is bound to provide information about the Client's personal data in the form of an extract of the Client's record which can be requested free of charge once a year; additional copies for a fee (CZK 25).

The Client declares that he or she has read the NTK Library Regulations and the Rules of the NTK building and that he or she will remain informed about any revisions thereto, respecting the obligations for use of NTK services.

According to the principles of Loan Service Differentiation (see the Annex III of NTK Library Regulations), NTK Clients have different levels of access to library resources. An individual citizen of the Czech Republic (Groups: A, B, C, D, H, I, J) is provided with access to licensed electronic resources to which NTK subscribes from terminals installed on the NTL premises as well as remotely via the NTK Server. The Client must login using his or her username and password to access these resources. According to the principles of Loan Service Differentiation (see the Annex II), Clients who are individual citizens from other countries (Groups: E, F, G, K, L, M) are provided access to licensed electronic resources only at NTK workstations. The Client must also login with his or her username and password to access these resources in the library.

No access to electronic resources is given to Group P (clients with extended rights).

While using the electronic information resources or the electronic services provided by the NTL the Customer agrees to observe unconditionally the following rules:

- The Customer can utilize the electronic information services for non-commercial use only, ie. educational, study or research purposes as well as personal Customer's needs;
- The Customer is not allowed:
  - to migrate or to print full texts of whole e-journals and full texts of e-books;
  - to cut, modify, translate or to create any derived works;
  - to remove, cover or to modify notes about copyright, authorship etc. included or displayed in these texts;
  - to transfer acquired full texts (directly or indirectly) for any further distribution.

The Customer takes into account that all rights, licences and interests to the electronic information resources belong to the licence provider and its possible suppliers, and that unauthorized spreading of accessible documents or their parts could greatly damage the licence provider and its supplier interests. The Customer is affirming that all accessible documents as well as their parts will be used for non-commercial purposes and that he/ she is not an employee of a commercial company that could turn the data from these information resources to one's own profit.

When using self-service reprographic services, the Client agrees to comply without exception with the following rules:

- It is possible to work only with documents from the NTK collection or those that have been provided through interlibrary loan.

The Client agrees:

- To deal with copies of copyrighted works in accordance with the Copyright Act N° 121/2000 Coll.;
- Pursuant to Sections 30, 90 and 91 of the Copyright Act, to make only one print copy from the electronic copy for personal use. Any other use of the electronic copy represents a violation of the Copyright Act

It is not allowed:

- To copy, remove, obscure or modify any copyright or authorship notices contained or displayed in documents;
- To transmit or disseminate in any way the copies obtained (directly or indirectly) with intent of subsequent distribution

The Client acknowledges that he or she bears sole responsibility for violation of the Copyright Act and is aware of all possible consequences of its infringement, including damages that might arise from any infringement.

The Contract is for a fixed period.

In accordance with the provisions 3.2.10 of the NTK Library Regulations, the validity of the Contract stems from the Client's valid ID \_\_\_\_\_, Group \_\_\_\_\_, Type \_\_\_\_\_ on (date) \_\_\_\_\_.

**Annex: NTK Library Regulations**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
NTK Authorized Representative

\_\_\_\_\_  
Client Signature

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