

Contract for Use of National Library of Technology Services

Contractual Parties:

National Library of Technology, 160 80 Praha 6 Dejvice, Technická 6/2710,

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

Organisational ID: 61387142

Tax Registration No.: CZ61387142

Bank Account No.: 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, No.: _____

City: _____ Zip Code: _____ Tel. No.: _____

Mailing address: Street, No.: _____

City: _____ Zip Code: _____ Tel. No.: _____

Email: _____ Cell Phone No.: _____

Identification Card No.: _____ Issued on: _____ By: _____

(Hereinafter the "Customer"), represented by his/her established representative:

Last name, first name, title: _____

Day, month, year and place of birth: _____

Home address: Street, No.: _____

City: _____ Zip Code: _____ Tel. No.: _____

Mailing address: Street, No.: _____

City: _____ Zip Code: _____ Tel. No.: _____

Email: _____ Cell Phone No.: _____

Identity Card No.: _____ Issued on: _____ By: _____

(Hereinafter "Customer's Representative"),

Enter into this Contract for use of the NTK and ICT Prague integrated library services (father only integrated library).

1. Integrated Library Regulations

The Contractual Parties undertake to respect provisions of the Integrated Library Regulations accessible on the NTK web site. The Customer declares that he or she has read the Integrated 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 integrated library services.

2. Customer's group and provided services

In accordance with the provisions 3.2.2 to 3.2.15 of the Integrated Library Regulations, the validity of the Contract stems from the Customer's valid ID _____, Customer's Group _____, expiration date _____.

Customer's Group _____

3. Rules by using electronic resources licenced with NTK and ICT Prague and electronic services

While using the electronic information resources licenced with NTK and ICT Prague or the electronic services provided by the integrated library the Customer agrees to observe unconditionally the following rules:

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

4. Rules by using self-service reprographic services

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

- to work only with documents from the integrated library collection or those that have been provided through interlibrary loan;
- to deal with copies of copyrighted works in accordance with the Copyright Act No. 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;
- he/she will not copy, remove, obscure or modify any copyright or authorship notices contained or displayed in documents;
- he/she will not transmit or disseminate in any way the copies obtained (directly or indirectly) with intent of subsequent distribution.

The Customer 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.

5. Customer's personal data protection

In conformity with the Act No. 257/2001 Coll., on Libraries and Conditions of Provision of Public Library and Information Services (hereinafter the "Library Act"), as amended, with the Act No. 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 No. 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 Customer and his/her Representative. Acting as the data administrator and processor, it keeps the personal data in its Database of Customers under conditions specified by the Act on Personal Data Protection, until the Customer asks in written form for to delete the data, or until five years after either by termination of the Customer's NTK card or by a settlement by the Customer of his/her last commitment to the Library, whichever condition is fulfilled last. According to Section 12, Sub-Section 2 of the Personal Data Protection Act, and upon a written request of the Customer, NTK is bound to provide information about the Customer's personal data in the form of an extract of the Customer's record. NTK is entitled to request adequate fees for such a data providing.

The Customer further agrees that NTK keeps the data indicated below in its Customer 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 Customer (student; doctoral student; faculty; member of the public; citizen from outside the Czech Republic – permanent resident or citizen from outside the Czech Republic temporary resident) as well as address of affiliated institution/employer.

The Customer 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 Integrated Library Regulations. These notes are also part of the Customer's record in the Registration System.

6. The Contract date of expiry

The Contract is for a fixed period.

Date: _____

Date: _____

NTK Authorized Representative

Customer Signature

Customer's Representative