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Národní technická knihovna  
National Technical Library

### Agreement About Terms Of National Technical Library Services Use

between

**National Technical Library, 160 80 Praha 6, Dejvice, Technická 6/2710**, established by Foundation Charter of the State Technical Library Prague, ref. 12170/91-3 Ministry of Education, Youth and Sports, as amended, represented by Ing. Martin Svoboda, Director of the National Technical Library (hereinafter "NTL") OF THE FIRST PART

and

**title, surname, name**

**permanent residence: Street, No, City, Postcode**

(hereinafter "The Customer") OF THE SECOND PART

The Parties agree to the following:

The parties agree to observe the terms stated in the Appendix named „National Technical Library Rules“ which is an integral part of this Agreement.

In accordance with Act No. 257/2001 Coll., about Libraries and Conditions for public library and information services providing (Library Act), further with Act No. 219/2000 Coll., about Property of the Czech Republic and Its Presentation in Legal Acts, and with reference to Article 5, Chapter 1, Section b) and Article 5, Chapter 2, Section b) and e) of the Act No. 101/2000 Coll., about Personal Data Protection Act and about changes of some acts, as amended (hereinafter "Personal Data Protection Act"), the NTL is authorised to make its services dependent on necessary customer's personal data giving. The NTL as an administrator preserves the personal data about its customers in the Registration Database under the terms of Personal Data Protection Act, namely until the customer asks in writing for its data cancellation from the Registration Database, or after a lapse of five years the Library Customer Card expired or the last liability of the Customer to the NTL has been settled up, whichever term comes last.

The Customer further agrees/ disagrees with preservation of such as personal data in the Registration Database that the NTL can exploit for continuous subject profiling and relevancy of its information resources as well as for its customers satisfaction evaluation, namely: status (student, doctorand, the public, foreigner – permanent residence, foreigner – temporary stay, professor), address of school/ employer. The Customer accepts that the NTL is – according to the Article 5, Chapter 2, Section e) of Personal Data Protection Act – authorised to maintain the data and other notes about the National Technical Library Rules offence in the Registration Database.

According to Personal Data Protection Act, Article 12, Chapter 2, the NTL is obliged upon the customer's written request to provide his/her personal data preserved in the Registration Database. The first printout of customer personal data is free of charge, the second and next one costs 25 CZK.

The Customer alleges that he/she is familiar with the National Technical Library Rules and the House Rules and continuously will herself/himself acquainted with their current versions. The Customer undertakes to observe the National Technical Library Rules.

The Customers – the individuals and simultaneously the citizens of the Czech Republic under the principles of loan services differentiation (the customers groups Aa/ Ba/ Bb/, and Ca/ mentioned in the Appendix II of the National Technical Library Rules) are allowed to use remote access to the licenced resources EIZ (EIZ – Electronic Information Resources) from the terminals located inside as well as out of the NTL building by NTL server. Remote access is feasible only when the Customers prove their identity using own unique identification data and PIN. The access to the electronic information resources is not allowed to the foreigners (the Customers of the groups Bc/, Cb/ Db/) as well as the customers groups with extended rights Aa/ and Ab/.

While using the electronic information resources or the electronic services provided by the NTL the Customer agrees to observe without exception the under-mentioned rules:

- the Customer can utilize the electronic information services for noncommercial use only, ie. educational, study or research purposes as well as personal customer's needs;
- it is not allowed:
  - to migrate or to print fulltexts of whole e-journals and fulltexts 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 fulltexts (directly or indirectly) for any other 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 noncommercial aims and that he/ she is not an employee of a commercial company that could turn the data from these information resources to own's profit.

This Agreement is concluded for a fixed-term. Term of this contract according to National Technical Library Rules, reg. 3.2.9 will expire with the validity of the Customer's ID \_\_\_\_\_, Group \_\_\_\_\_, Type \_\_\_\_\_ on \_\_\_\_\_ (date).

#### Appendix: National Technical Library Rules

Date \_\_\_\_\_ Date \_\_\_\_\_

Accredited NTL Staff signature

Customer's signature