



SMLOUVA č. 274/OVZ/PVI/2021
o zajištění a zpřístupnění elektronického informačního zdroje DynaMed Plus

Univerzita Palackého v Olomouci

veřejná vysoká škola – režim existence dle zákona č. 111/1998 Sb., o vysokých školách a o změně a doplnění dalších zákonů (zákon o vysokých školách), ve znění pozdějších předpisů
Se sídlem: Křížkovského 511/8, 771 47 Olomouc

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DIČ: CZ61989592

Rektor: prof. MUDr. Martin Procházka, Ph.D.

Osoba oprávněná jednat ve věcech technických: [redacted]

tel.: [redacted]

Bankovní spojení: [redacted]

č.ú.: [redacted]

(dále jen „odběratel“)

a

EBSCO Information Services s.r.o.

Se sídlem: Klimentská 1746/52, 110 00 Praha 1

Zapsán v obchodním rejstříku vedeném Městským soudem v Praze, oddíl C, vložka 24504

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Brucem dne 23.11.2021

Osoba oprávněná jednat ve věcech technických: [redacted]

tel: [redacted]

Bankovní spojení: [redacted]

č.ú.: [redacted]

(dále jen „dodavatel“)

uzavřeli níže uvedeného dne, měsíce a roku ve smyslu ustanovení § 1746 odst. 2 zákona č. 89/2012 Sb., občanský zákoník, ve znění pozdějších předpisů (dále jen „občanský zákoník“) následující smlouvu o zajištění a zpřístupnění elektronického informačního zdroje DynaMed Plus (dále jen „smlouva“):

Článek I.
Předmět smlouvy

1. Předmětem této smlouvy je zajištění on-line přístupu k elektronickému informačnímu zdroji DynaMed Plus.
2. Dodavatel se zavazuje zajistit odběrateli on-line přístup k elektronickému informačnímu zdroji DynaMed Plus za níže uvedených obchodních podmínek. Odběratel se za to dodavateli zavazuje zaplatit dohodnutou cenu.

Článek II.
Termín plnění

1. Přístup k elektronickému informačnímu zdroji DynaMed Plus bude zajištěn od 01. 01. 2022 do 31. 12. 2022.

Článek III. Technická podpora

1. Dodavatel se zavazuje poskytovat odběrateli technickou podporu nezbytnou pro to, aby mohl odběratel přístup k elektronickému informačnímu zdroji DynaMed Plus plně využívat. Dodavatel bude odběrateli k dispozici pro poskytnutí nezbytné technické podpory prostřednictvím telefonu, příp. emailu.
2. Dodavatel se zavazuje, že veškeré závady bránící řádnému přístupu odběratele k elektronickému informačnímu zdroji DynaMed Plus odstraní do 3 pracovních dnů od jejich nahlášení. Ustanovení tohoto bodu se netýká předem řádně nahlášených omezení přístupu, o kterých bude odběratel dodavatelem prokazatelně uvědomen alespoň 5 pracovních dnů předem.
3. V případě nedodržení dohodnutého termínu odstranění závad bránících řádnému přístupu odběratele k elektronickému informačnímu zdroji DynaMed Plus dle bodu 2. tohoto článku se dodavatel zavazuje odběrateli zaplatit smluvní pokutu ve výši 0,2 % z ceny předmětu plnění bez DPH, a to za každých započatých 24 hodin prodlení. Tím není dotčeno oprávnění odběratele požadovat náhradu škody způsobenou porušením povinnosti ze strany dodavatele, na kterou se vztahuje smluvní pokuta.

Článek IV. Informační a administrativní podpora

1. Dodavatel se zavazuje poskytovat informační a administrativní podporu odběrateli v souvislosti s užíváním přístupu k elektronickému informačnímu zdroji DynaMed Plus. Nejpozději do 3 pracovních dnů od nabytí účinnosti smlouvy poskytne dodavatel odběrateli kontaktní emailovou adresu, na kterou bude moci odběratel směřovat žádosti o poskytnutí informační a administrativní podpory. Dodavatel se zavazuje na zaslané žádosti o poskytnutí informační a administrativní podpory odběrateli odpovědět nejpozději do 3 pracovních dnů.
2. V případě nedodržení dohodnutého termínu odpovědi na zaslanou žádost o poskytnutí informační a administrativní podpory dle bodu 1. tohoto článku se dodavatel zavazuje odběrateli zaplatit smluvní pokutu ve výši 0,2 % z ceny předmětu plnění bez DPH, a to za každý započatý pracovní den prodlení. Tím není dotčeno právo odběratele požadovat náhradu škody způsobenou porušením povinnosti ze strany dodavatele, na kterou se vztahuje smluvní pokuta.
3. Dodavatel se dále zavazuje odběratele bezodkladně informovat o všech změnách týkajících se licence k elektronickému informačnímu zdroji DynaMed Plus.

Článek V. Cena

1. Celková cena licence k elektronickému informačnímu zdroji DynaMed Plus je uvedena v cenové tabulce, která je přílohou č. 1 této smlouvy. Cena je uvedena v USD bez DPH.
2. Celková cena licence k elektronickému informačnímu zdroji DynaMed Plus zahrnuje veškeré náklady dodavatele spojené s plněním podle této smlouvy.

Článek VI. Platební podmínky

1. Cena předmětu plnění bude odběratelem hrazena na základě daňového dokladu (dále jen „faktura“) vystaveného dodavatelem v českých korunách. Fakturovaná částka v českých korunách bude kalkulována na základě ceny uvedené v příloze č. 1 této smlouvy dle aktuálního směnného středového kurzu České národní banky v den vystavení faktury. Bude aplikována daň z přidané hodnoty v aktuální zákonné výši.
2. Faktura bude vystavena po nabytí účinnosti této smlouvy a doručena odběrateli. Splatnost faktury je 30 kalendářních dnů ode dne jejího prokazatelného doručení odběrateli.
3. Dodavatel zajistí řádné a včasné plnění finančních závazků svým poddodavatelům, kdy za řádné a včasné plnění se považuje plné uhrazení poddodavatelem vystavených faktur za plnění poskytnutá odběrateli k provedení závazků vyplývajících z této smlouvy, a to vždy nejpozději do 30 kalendářních dnů od obdržení platby ze strany odběratele za konkrétní plnění (pokud již splatnost poddodavatelem vystavené faktury nenastala dříve). Dodavatel se zavazuje přenést totožnou povinnost do dalších úrovní dodavatelského řetězce a zavázat své poddodavatele k plnění a šíření této povinnosti též do nižších úrovní dodavatelského řetězce. Odběratel je oprávněn požadovat předložení dokladů o provedených platbách poddodavatelům a smlouvy uzavřené mezi dodavatelem a poddodavateli. Nesplnění povinností dodavatele dle tohoto ujednání této smlouvy se považuje za podstatné porušení smlouvy s možností odstoupení odběratelem od této smlouvy. Odstoupení od této smlouvy je v takovém případě účinné doručením písemného oznámení o odstoupení od smlouvy druhé smluvní straně.

Článek VII. Smluvní pokuty

1. V případě nedodržení dohodnutého termínu zajištění přístupu k elektronickému informačnímu zdroji DynaMed Plus se dodavatel zavazuje odběrateli zaplatit smluvní pokutu ve výši 0,2 % z ceny předmětu plnění bez DPH, a to za každý i započatý den prodlení. Tím není dotčeno oprávnění odběratele požadovat náhradu škody způsobenou porušením povinností ze strany dodavatele, na kterou se vztahuje smluvní pokuta.
2. Veškeré smluvní pokuty uvedené v této smlouvě se stávají splatnými dnem následujícím po dni, ve kterém na ně vznikl nárok.

Článek VIII. Odstoupení od smlouvy

1. Od smlouvy lze odstoupit v případě podstatného porušení smluvních závazků druhou smluvní stranou. Odstoupení od této smlouvy musí být učiněno písemně a nabývá účinnosti dnem doručení písemného oznámení druhé smluvní straně. Za podstatné porušení této smlouvy se považují: prodlení odběratele se zaplacením ceny přesahující 20 kalendářních dnů, prodlení dodavatele se zpřístupněním produktů odběrateli ve sjednané lhůtě dle této smlouvy.

Článek IX. Ostatní ujednání

1. Případné rozpory se smluvní strany zavazují řešit dohodou. Teprve nebude-li dosažení dohody mezi nimi možné, bude věc řešena u věcně příslušného soudu dle zákona č.

99/1963 Sb., občanský soudní řád, ve znění pozdějších předpisů, a to u místně příslušného soudu, v jehož obvodu má sídlo odběratel.

2. Dodavatel se zavazuje poskytnout doklady související s plněním této smlouvy na realizaci veřejné zakázky všem subjektům provádějícím audit a kontrolu dle zákona 320/2001 Sb., o finanční kontrole, ve znění pozdějších předpisů, u odběratele v souvislosti s touto smlouvou a poskytnout všechny nezbytné informace týkající se dodavatelských činností.
3. Dodavatel bere na vědomí, že podle § 2 písm. e) zákona č. 320/2001 Sb., o finanční kontrole, ve znění pozdějších předpisů, je osobou povinnou spolupůsobit při výkonu finanční kontroly. Tato povinnost se týká vedle této smlouvy rovněž nabídky podané do zadávacího řízení veřejné zakázky a souvisejících dokumentů, i když podléhají ochraně podle zvláštních právních předpisů (např. jako obchodní tajemství, utajované skutečnosti) za předpokladu, že budou splněny požadavky kladené zvláštními právními předpisy (např. § 11 písm. c) a d), § 12 odst. 2 písm. f) zákona č. 552/1991 Sb., o státní kontrole, ve znění pozdějších předpisů). Dodavatel prohlašuje, že obdobnou povinností smluvně zaváže také své případné poddodavatele, kteří se na plnění této smlouvy budou podílet.
4. Právní vztahy vyplývající z této smlouvy i vztahy mezi smluvními stranami v ní výslovně neupravené se řídí občanským zákoníkem.
5. Každá ze smluvních stran prohlašuje, že tuto smlouvu uzavírá svobodně a vážně, jejímu obsahu porozuměla a jsou jí známy všechny skutečnosti, jež jsou pro uzavření této smlouvy rozhodující.
6. Smlouvu lze měnit pouze písemnými dodatky, podepsanými oprávněnými zástupci obou smluvních stran.
7. Tato smlouva je uzavřena podle § 1746 odst. 2 občanského zákoníku a ve věcech neupravených touto smlouvou se práva a povinnosti smluvních stran řídí v celém rozsahu příslušnými ustanoveními občanského zákoníku, pokud není v této smlouvě sjednáno odchylně jinak. Smluvní strany si v souladu s § 630 odst. 1 občanského zákoníku ujednaly odchylně od § 629 odst. 1 občanského zákoníku pro práva vyplývající z této smlouvy nebo jejího porušení delší promlčecí lhůtu počítanou ode dne, kdy právo mohlo být uplatněno poprvé, a to promlčecí lhůtu v trvání pěti let, tím však není vyloučeno ustanovení § 639 občanského zákoníku.
8. Ujednání této smlouvy jsou vzájemně oddělitelná. Pokud jakákoli část závazku podle této smlouvy je nebo se stane neplatnou či nevymahatelnou, nebude to mít vliv na platnost a vymahatelnost ostatních závazků podle této smlouvy a smluvní strany se zavazují nahradit takovouto neplatnou nebo nevymahatelnou část závazku novou, platnou a vymahatelnou částí závazku, jejíž předmět bude nejlépe odpovídat předmětu původního závazku. Pokud by smlouva neobsahovala nějaké ujednání, jehož stanovení by bylo jinak pro vymezení práv a povinností odůvodněné, smluvní strany učiní vše pro to, aby takové ujednání bylo do smlouvy doplněno.
9. Dodavatel není oprávněn bez souhlasu odběratele postoupit svá práva a povinnosti plynoucí z této smlouvy třetí osobě.
10. Tato smlouva je uzavřena dnem jejího podpisu oběma smluvními stranami a účinnosti nabývá dnem jejího uveřejnění odběratelem podle zákona č. 340/2015 Sb., o registru smluv, v účinném znění.



11. Tato smlouva je vyhotovena v elektronické podobě.
12. Odběratel si vyhrazuje právo zveřejnit celý obsah této smlouvy.
13. Dodavatel bere na vědomí, že tato smlouva včetně všech jejích příloh podléhá povinnému uveřejnění podle zákona č. 340/2015 Sb., o registru smluv, v účinném znění.
14. Dodavatel se zavazuje zajistit v rámci plnění této smlouvy legální zaměstnávání osob a zajistí pracovníkům podílejícím se na plnění smlouvy férové a důstojné pracovní podmínky. Férovými a důstojnými pracovními podmínkami se rozumí takové pracovní podmínky, které splňují alespoň minimální standardy stanovené pracovněprávními a mzdovými předpisy. Dodavatel je povinen zajistit splnění požadavků tohoto ustanovení smlouvy i u svých poddodavatelů. Nesplnění povinností dodavatele dle tohoto ujednání smlouvy se považuje za podstatné porušení smlouvy s možností odstoupení odběratelem od této smlouvy. Odstoupení od této smlouvy je v takovém případě účinné doručením písemného oznámení o odstoupení od smlouvy druhé smluvní straně.
15. Nedílnou součástí smlouvy je:
Příloha č.1 - Přehled cen licence k elektronickému informačnímu zdroji DynaMed Plus
Příloha č.2 - EBSCO LICENSE AGREEMENT

V Praze dne 07.12.2021

V Olomouci dne 08.12.2021

.....
Za dodavatele
[redacted]
na základě plné moci

.....
Za odběratele
Univerzita Palackého v Olomouci
prof. MUDr. Martin Procházka, Ph.D.
rektor



Příloha č. 1 smlouvy

Přehled cen licence k elektronickému informačnímu zdroji DynaMed Plus

licence k elektronickému informačnímu zdroji	od 01. 01. 2022 do 31. 12. 2022
DynaMed Plus	22.376,00 USD
Cena celkem bez DPH:	22.376,00 USD

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B. If EBSCO becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of EBSCO or its licensors or an infringement on the rights of EBSCO or its licensors, then EBSCO will notify the Licensee immediately in writing and shall have the right to temporarily suspend

the Licensee's access to the Databases or Services. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from EBSCO. Once the breach or infringement has been remedied or the offending activity halted, EBSCO shall reinstate access to the Databases or Services. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, EBSCO may terminate this Agreement upon written notice to the Licensee.

C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

V. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT

EBSCO has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with our services. Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: [REDACTED], EBSCO Publishing, 10 Estes Street, Ipswich, MA 01938; phone: [REDACTED]. In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512.

VI. GENERAL

A. Neither EBSCO nor its licensors will be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

B. This Agreement and the license granted herein may not be assigned by the Licensee to any third party without written consent of EBSCO.

C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

D. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the EBSCO License Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

E. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described here.

F. EBSCO grants to the Licensee a non-transferable right to utilize any IP addresses provided by EBSCO to Licensee to be used with the Services. EBSCO does not transfer any ownership of the IP addresses it provides to Licensee. In the event of termination of the Licensee's license to the Services, the Licensee's right to utilize such IP addresses will cease.

DATA PROCESSING ADDENDUM

This Data Processing Addendum (the "**Addendum**") is made effective on May 25, 2018 (the "**Addendum Effective Date**") by and between EBSCO Publishing, Inc. ("**Service Provider**") and Data Controller ("**Customer**"). This Addendum is being entered into in connection with and subject to the terms and conditions contained in the License Agreement between Service Provider and Customer (the "**Agreement**"). All capitalized terms used herein that are not otherwise defined shall have the same meaning as ascribed to such terms in the Agreement.

1. Definitions

- a. "**Data Protection Legislation**" means European Directives 95/46/EC and 2002/58/EC and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them (including the General Data Protection Regulation (GDPR));
- b. "**data processor**", "**data controller**", "**data subject**", "**personal data**", "**processing**" and "**appropriate technical and organisational measures**" shall be interpreted in accordance with applicable Data Protection Legislation; and
- c. "**Services**" shall have the meaning set forth in the Agreement (as applicable).

2. Data Protection

- a. The provisions of this Section 1 shall apply to the personal data the Service Provider processes in the course of providing Customer the Services. Service Provider is the data processor in relation to the personal data that it processes in the course of providing Services to Customer. Customer is the data controller in relation to the personal data that it processed by data processor on its behalf in the course of providing Services to Customer.

- b. The subject matter of the data processing is providing the Services and the processing will be carried out until Service Provider ceases to provide any Services to Customer. Annex 1 of this Addendum sets out the nature and purpose of the processing, the types of personal data Service Provider processes and the data subjects whose personal data is processed.
- c. When the Service Provider processes personal data in the course of providing Services to you, Service Provider will:
 - i. process the personal data only in accordance with documented instructions from Customer (as set forth in this Addendum or the Agreement or as directed by Customer). If applicable law requires us to process the personal data for any other purpose, Service Provider will inform Customer of this requirement first, unless such law(s) prohibit this;
 - ii. notify Customer promptly if, in Service Provider's opinion, an instruction for the processing of personal data given by Customer infringes applicable Data Protection Legislation;
 - iii. assist Customer, taking into account the nature of the processing:
 - 1. by appropriate technical and organizational measures and where possible, in fulfilling Customer's obligations to respond to requests from data subjects exercising their rights;
 - 2. in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the General Data Protection Regulation, taking into account the information available to Service Provider; and
 - 3. by making available to Customer all information reasonably requested by Customer for the purpose of demonstrating that Customer's obligations relating to the appointment of processors as set out in Article 28 of the General Data Protection Regulation have been met.
 - iv. implement and maintain appropriate technical and organizational measures to protect the personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction, damage or theft of personal data and appropriate to the nature of the personal data which is to be protected;
 - v. not give access to or transfer any personal data to any third party for such third party's independent use (e.g., not directly related to providing the Services) without Customer's prior written consent. If Service Provider provides personal data to third party subprocessors involved in providing the Service, Service Provider will include in our agreement with any such third party subprocessor terms which are at least as favorable to you as those contained herein and as are required by applicable Data Protection Legislation;
 - vi. ensure that Service Provider personnel required to access the personal data are subject to a binding duty of confidentiality with regard to such personal data;
 - vii. except as set forth in Section C.5 above or in accordance with documented instructions from Customer (as set forth in this Addendum or the Agreement or as directed by Customer), ensure that none of Service Provider personnel publish, disclose or divulge any personal data to any third party;
 - viii. upon expiration or earlier termination of the Agreement, upon Customer's written request, securely destroy or return to you such personal data, and destroy existing copies unless applicable laws require storage of such personal data; and
 - ix. at Service Provider's option, allow Customer and Customer's authorized representatives to either (i) access and review up-to-date attestations, reports or extracts thereof from independent bodies (e.g. external auditors, internal audit, data protection auditors) or suitable certifications to ensure compliance with the terms of this Addendum; or (ii) conduct audits or inspections, upon the parties mutual agreement, during the term of the Agreement to ensure compliance with the terms of this Addendum in accordance with this Section C.9. Notwithstanding the foregoing, any audit must be conducted during Service Provider's regular business hours, with reasonable advance notice to Service Provider and subject to reasonable confidentiality procedures. In addition, audits shall be limited to once per year, unless (a) Service Provider has experienced a Security Breach, as defined herein, within the prior twelve (12) months; or (b) an audit reveals a material noncompliance.
- d. If Service Provider becomes aware of and confirms any accidental, unauthorized or unlawful destruction, loss, alteration, or disclosure of, or access to Customer's personal data that it processes in the course of providing the Services (a "**Security Breach**"), Service Provider will notify Customer within forty-eight hours.
- e. All personal data processing is also covered by Service Provider's Privacy Shield certification. Service Provider agrees to (i) maintain Service Provider's Privacy Shield certification throughout the term of the Agreement, provided Privacy Shield certification remains a valid basis under the Data Protection Legislation for establishing adequate protections in respect of a transfer of personal data outside of the European Economic Area or (ii) execute Standard Contractual Clauses in respect of

the processing of such personal data. Service Provider will promptly notify Customer if Service Provider ceases to maintain, or anticipates the revocation or withdrawal, or are otherwise challenged by any regulatory authority as to the status of Service Provider's Privacy Shield certification, or if Service Provider makes a determination that it can no longer meet our obligations under Privacy Shield.

- f. Prior to Service Provider processing personal data to Customer and Customer's users, Customer agrees to obtain a legal basis, which may include consent, for the processing of personal data in connection with the provisioning and use of Services. This Section (f) shall be in accordance with Article 6 of the GDPR or other applicable Data Protection Legislation.

3. MISCELLANEOUS

In the event of any conflict or inconsistency between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall prevail. For avoidance of doubt and to the extent allowed by applicable law, any and all liability under this Addendum will be governed by the relevant provisions of the Agreement, including limitations of liability. Save as specifically modified and amended in this Addendum, all of the terms, provisions and requirements contained in the Agreement shall remain in full force and effect and govern this Addendum. Except as otherwise expressly provided herein, no supplement, modification, or amendment of this Addendum will be binding, unless executed in writing by a duly authorized representative of each party to this Addendum. If any provision of the Addendum is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Addendum shall remain operative and binding on the parties.

ANNEX 1: DETAILS OF PROCESSING OF COMPANY PERSONAL DATA

This Annex 1 includes certain details of the Processing of Company Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Company Personal Data

Subject to Agreement, Service Provider will provide the Services for the duration of the Agreement, unless otherwise agreed upon in writing.

The nature and purpose of the Processing of Company Personal Data

Service Provider will process all personal data governed by this Addendum as necessary to perform the Services pursuant to the Agreement, and as may be further instructed by Customer in its use of the Services.

The types of Company Personal Data to be Processed

Where applicable, as users are voluntarily permitted, but not required, may create a personalized account. Those accounts may collect the following limited personal data:

1. Name;
2. Email Address;
3. Password (in some cases); and
4. Security questions with answers.

The categories of Data Subjects to whom the Company Personal Data relates

Data subjects include Customer's current end-users.

ANNEX 2: DETAILS OF PROCESSING OF COMPANY PERSONAL DATA

Description of the technical and organizational security measures implemented by the Service Provider in accordance with the Addendum:

See attached Security White Paper.

White Paper: Information Security Practices

Introduction

Information Security (IS) is a priority at EBSCO Information Services (EBSCO). Our mission is to incorporate security and risk management practices into our policies, procedures, and day-to-day operations within the organization. This approach enables appropriate diligence to ensure adequate protection of information assets and systems.

EBSCO's IS practices and strategies provide controls at multiple levels of the data lifecycle, from receipt to access, transfer, and destruction.

EBSCO is an international corporation producing products and services for customers across multiple markets. Our approach and tools will accommodate variances in requirements based on market or locale. We are committed to the confidentiality, integrity and availability of our information assets.

Information Security Policies & Management

EBSCO's Information Security Policy stands as the core of our IS program. Policies address security-related topics across the information asset lifecycle: from general policy roles – outsourcing security controls, change management, data classification, data retention and disposal, paper and electronic media, and system configuration requirements – to more specialized policies addressing anti-virus, encryption, backup, logging, and physical security controls. Our policies are developed in conjunction with the EBSCO Chief Information Officer (CIO) as well as the Legal, EBSCO Information Security and Business Continuity Management teams. The EBSCO IS office is responsible for maintaining all of EBSCO's information security policies, facilitating the development of processes for secure application development and security assessments, and auditing current practices to ensure compliance with policy.

EBSCO's Information Security team

The EBSCO IS team holds specific certifications (ISC2, SANS/GIAC) specializing in Information Systems, Intrusion Analysis / Prevention, Incident Handling, Computer Forensics, in addition to having years of experience working with industry security best practices.

Is responsible for developing a strategy and approach to achieve objectives consistent with EBSCO's desired information security posture. EIS InfoSec is also responsible for developing, facilitating and/or overseeing the information policies, standards, guidelines, strategies and procedures; for conducting risk assessments; for managing incidents, and for providing internal / external reporting.

Lastly, IS constantly evaluates the effectiveness of ongoing security operational processes and monitors compliance for internal and external requirements. As such, a core component of our approach to protecting our information assets is continuous training and awareness of information security policies and procedures across all levels of personnel at EBSCO. As examples, EBSCO continues to mature its practices in the following areas:

- On-boarding education of EBSCO's information security policies and practices
- IS training and awareness based on roles and responsibilities, on handling and securing information assets
- Targeted information security discussion and presentations on security-related topics
- IS team access and membership to information security communities and organizations such as SANS, IAPP, BCI, DRI, etc.
- IS communications to EBSCO's employee population regarding latest threats, practices, guidelines, etc.

Information Asset Protection

EBSCO security policies provide a series of threat prevention and infrastructure management procedures, including the following:

Incident Management

EBSCO has an incident management approach that ensures security issues are handled accordingly. This involves ensuring incident response procedures are followed in order to contain or eradicate any threats or issues, taking due diligence in investigating and reporting the incident, taking appropriate steps to recover from the incident, and, if necessary, taking appropriate steps to escalate issues to senior management, law enforcement, or other key stakeholders. Events that directly impact customers are highest priority.

Post-event assessments are conducted to determine the root cause for events, regardless of threat, to understand if the causes are one-time, or trends, to adjust response or prevent recurrence.

Incident management procedures are exercised based on threat scenarios (e.g., insider threats, phishing, social engineering, software vulnerabilities) as needed to ensure that processes are efficient and stakeholders understand protocol.

Monitoring

EBSCO employs monitoring across its environments with multiple tools (a combination of open source and commercial tools) to identify, track, monitor, and report on pertinent risks, vulnerabilities (e.g., host availability, application response time, security events, etc.) Monitoring tools are set up to provide alarms and notices to EBSCO staff, who review and assess system logs to identify malicious activity. Ongoing analysis across environments helps identify potential threats for escalation to EBSCO IS staff.

Vulnerability Management

The EBSCO IS team scans for security threats using commercial, automated and manual methods. The team is also

responsible for tracking and following up on any potential vulnerabilities that might be detected. The team has the capability to scan environments (both internal and external) and is updated on new systems within our environment.

Once EBSCO's Technology and IS teams have identified a vulnerability, it is prioritized according to severity and impact and remediated accordingly. The EBSCO IS team tracks risk and vulnerabilities until remediation.

Malware Prevention, Detection & Remediation

EBSCO uses multiple tools to address malware and phishing risks (e.g., firewalls, anti-virus, backups, automated and manual scanning, end-user awareness). EBSCO's IS team periodically evaluates new technologies to mitigate malware and Advance Persistent Threats (APTs) to stay as protected as possible from these risks.

Network Security

EBSCO employs multiple layers of defense to secure information under our control, including protecting the network perimeter from external attacks – allowing only authorized services and protocols to access EBSCO's systems and services.

EBSCO's network security strategies, among other capabilities, include network segregation (e.g., production vs. testing, DMZ, service delivery vs. corporate).

Application Security

EBSCO employs Next Generation and Application Firewall technologies to mitigate the latest threat and attack vectors such as:

- Zero Day exploits
- Web application attacks (OWASP Top10)
- "Brute Force" and "Low and Slow" attacks
- Content scraping/harvesting
- Phishing/Spear Phishing
- Botnet/SpamBot activity
- Known malicious sources/actors

EBSCO leverages these technologies coupled with commercial threat intelligence feeds to create a comprehensive solution to detect and mitigate targeted application attacks before they have a chance for success.

Logical System Access

EBSCO has controls and practices to protect the security of customer information and employees. EBSCO maintains detailed logical access control security. Group access is used to grant employees access based upon their assigned function and job responsibility.

Each system user is assigned a unique user ID and password, and users are required to enter their current password prior to creating a new password.

Media Disposal

EBSCO utilizes a combination of internal processes and third-party vendors for media disposal. Destruction is based on the information asset classification and retention requirements. Certificates of destruction are collected, as required, from external third parties.

Logging Controls

EBSCO's policies provide that all event logs must be collected and protected from unauthorized access. The viewing of logs occurs only as required. The logs are further protected by a file integrity monitoring system that alerts the IS department of unauthorized access and modification.

Personnel Controls

EBSCO employees are required to conduct themselves in a manner consistent with the company's guidelines regarding confidentiality, business ethics, appropriate usage, and professional standards.

EBSCO will verify an individual's education and previous employment, and perform internal and external reference checks. Where local laws or statutory regulations permit, EBSCO may also conduct criminal, credit, immigration, and security checks. The extent of background checks is dependent on the desired position.

Upon acceptance of employment at EBSCO, all employees are required to execute a confidentiality agreement that documents the receipt of, and compliance with, EBSCO policies.

At EBSCO, all employees are responsible for information security. As part of this responsibility, they are tasked with communicating security and privacy issues to designated management in Technology, IS, and/or the CIO.

Physical and Environmental Security

EBSCO has policies, procedures, and infrastructure to handle both the physical security of its data centers as well as the environment in which the data centers operate. These include:

Physical Security Controls

EBSCO's data centers employ a variety of physical security measures. The technology and security mechanisms used in these facilities may vary depending on local conditions such as building location and regional risks. The standard physical security controls implemented at EBSCO data centers includes the following:

- electronic card access control systems
- intrusion detectors and alarms
- computer inventory control
- interior and exterior cameras
- 24/7 security guard access

Access to areas where systems, or system components, are installed or stored is segregated from general office and public areas such as lobbies. The cameras and alarms for each of these areas are centrally monitored. Activity records and camera footage are kept for later review, as needed.

Access to all data center facilities is restricted to authorized EBSCO employees, approved visitors, and approved third parties whose job it is to operate the data center. EBSCO maintains a visitor access policy and procedures on approvals for visitors, third parties, and employees who do not normally have access to data center facilities. EBSCO audits who has access to its data centers on a regular basis.

EBSCO restricts access to its data centers based on role.

Environmental Controls

- **Power and Utilities** – EBSCO data centers have redundant electrical power which includes backup generators as well as multiple utility providers, services, and systems. Alternate power supplies provide power until diesel engine backup generators engage and are capable of providing emergency electrical power, at full capacity, as needed, and the redundancy of our multiple oil providers, geographically diverse, allows for continuous operation, if needed.
- **Climate Control** – EBSCO maintains redundant cooling systems to control our data center environments.
- **Fire detection, protection and suppression** – EBSCO fire protection systems include fire alarms, automatic fire detection, and fire suppression systems. Should a fire arise in our data centers, visible and audible alerts are activated and proper response is initiated, which include automated response as well as the use of physical fire extinguishers located throughout our data centers.

Jednorázová plná moc

Já, níže podepsaný:

Jméno a příjmení: Cary Alan Bruce

Datum narození: [REDACTED]

Trvale bytem: [REDACTED]

z pozice jednatele společnosti:

Název společnosti: EBSCO Information Services s.r.o.

Se sídlem: Klimentská 1746/52, 110 00 Praha 1

IČ: 496 21 823

zplnomocňuji tímto paní:

Jméno a příjmení: [REDACTED]

Narozena: [REDACTED]

Trvale bytem: [REDACTED]

ke všem jednáním a aktivitám jménem společnosti EBSCO Information Services s.r.o. v rámci
jednacího řízení bez uveřejnění k veřejné zakázce s názvem: „Zajištění elektronického informačního
zdroje DynaMed Plus pro období 2022“ jejímž zadavatelem je Univerzita Palackého v Olomouci, se
sídlem: Křížkovského 511/8, 771 47 Olomouc, zastoupená prof. MUDr. Martinem Procházkou, Ph.D.,
rektorem.

Obecná pravidla zastupování jsou součástí občanského zákoníku. S odvoláním na tato ustanovení
pověřuji tímto [REDACTED] také k podpisu všech dokumentů, souvisejících s tímto jednací
řízením.

V Praze dne (viz datum elektronického podpisu)

Cary Alan
Bruce

Digitally signed by
Cary Alan Bruce
Date: 2021.11.23
14:15:36 +01'00'

Podpis – Cary Alan Bruce
jednatel společnosti

Zplnomocnění shora uvedené přijímám v plném rozsahu.

Digitálně podepsal

Datum: 2021.11.29
16:35:55 +01'00'

Podpis – [REDACTED]

EBSCO Information Services s.r.o. Klimentská 52 110 00 Praha 1 - Nové Město Česká republika
Telefon: [REDACTED] Fax: + [REDACTED] E-Mail: [REDACTED] Web: www.ebsco.cz

Jednatelé: Cary A. Bruce, Glenn Allen Powell, J. David Walker

Zapsána v OR vedeném Městským soudem v Praze, odd. C, vložka 24504

Bankovní údaje: [REDACTED]