



**NATIONAL MUSEUM**

# **National Museum Library**

## **Rules and Regulations**

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## **Preamble**

In accordance with the Founding Charter of the National Museum issued by the Ministry of Culture of the Czech Republic on 29 December 2000, ref. no. 17.461/2000 and pursuant to § 4 (6) of Law No. 257/2001 Coll. on Libraries and Terms of Operating Public Library and Information Services (Library Act) I hereby publish these Library Rules and Regulations of the National Museum Library.

## **Article I General Provisions**

### **§ 1**

#### **Mission and activities of the National Museum Library**

- 1) The National Museum Library (hereinafter referred to as "NML") is a specialized library within the meaning of § 3 (1) of the Library Act (hereinafter LA).
- 2) The mission of the NML as one of the largest libraries with historical collections in the Czech Republic is to contribute to the development of science, education and culture by collecting, preserving and making information accessible. The NML is one of the departments of the National Museum, a public scientific library and an important library within the network of the museum and gallery libraries in the Czech Republic. It provides its services to the scientific and professional public and to the professional staff of the National Museum.

### **§ 2**

#### **Public library and information services**

- 1) The NML provides users with public library and information services (hereinafter referred to as Services) in accordance with the provisions of the LA (§ 4 and § 14):
  - a. Loan services:
    - Reference use to the Reading Rooms on the basis of the Reader Pass;
    - Lending to employees of the National Museum, emeritus staff and NM Society members;
    - Lending outside the NM premises - only Interlibrary Loan Services (ILS and IILS) and lending to exhibitions.
  - b. Interlibrary Loan Services (ILS) and International Interlibrary Loan Services (IILS)
    - ILS - lending within libraries in the Czech Republic;
    - IILS - lending from abroad through the National Library of the Czech Republic.
  - c. Reference services
    - Advisory and information services: information on catalogues, collections, databases and library use, organization of excursions for groups;
    - Information and consultation of NML collections managers;
    - Providing access to electronic information resources (EIR);
    - Internet access.
  - d. Reprographic services
    - Printed copies and digital copies.
- 2) According to the fact that NML collections are subject to the Act 122/2000 Coll. on the Protection of Collections of a Museum Character, the NML provides predominantly reference use only. This means that it does not lend outside the NM premises, even in the framework of

the ILS, documents from collections and rare collections (manuscripts, early printed books, Czech National Revival collections, historical chapbook prints, castle libraries collections, preservation prints, bibliophiles, etc.) and documents existing in the NML as a single specimen. The exception may be granted only by the NML director.

- 3) The basic services are provided by the NML pursuant to § 4 (2) of the LA free of charge. Paid services are provided pursuant to § 4, (2), a) to c) of the LA, resp. (3) and (4) thereof.
- 4) The NML charges fees/reimbursement for the costs actually incurred for user registration and for the reprographic services. Financial amounts charged by the library are in the amount set by the valid Directive of the Director General No. 1/2017 Price List of the National Museum services for the pricing of the National Museum premises renting, for entrance fee and the principles of drawing funds from donations, sponsorship and promotional contracts (hereinafter the NM Price List).

### **§ 3**

#### **Basic rights and obligations of the NML user**

- 1) The user is required to follow these Library Rules and Regulations. The basic obligations of the user include the timely and proper fulfilment of all commitments to the NML.
- 2) The NML user is obliged to behave with respect to his/her environment, especially not to disturb or bother other users and do not damage anything. Prior to entering the NML, the user is required to switch off the acoustic signalling of mobile phones, or other devices that he/she is carrying.
- 3) NML premises are monitored by CCTV cameras for safety reasons. By entering the NML, the user acknowledges that his movement is being recorded by the NML camera system; these spaces are clearly marked. These NM recordings are only acquired for the purpose of protecting the assets, the library collections and increasing the protection of users' rights. Records of movement are not published and may be handed over to the Police of the Czech Republic or authorities involved in criminal proceedings on the basis of their written request.
- 4) When working with computer technology, the user is required to follow the NML instructions. He/she must not interfere with the devices; change their settings or installation. When using electronic information resources (EIR) and digital libraries, he/she is obliged to observe the rules for their use, see § 15.
- 5) Before entering the Reading Rooms, the user is obliged to leave coats, bags, briefcases, laptop cases, etc. in the cloakroom or lockers (if available). Lockers are not intended for storing valuables. NML is not responsible for valuables thus stored. Hand baggage, except for portable equipment that can be brought into the determined area, must not exceed 30x21x10 cm and is always subject to inspection of the content on request by the NML staff.
- 6) Users with disabilities have the right, according to the NML instructions, to use personal assistance services as the case may be. Holders of the ZTP/P card have the right to use the assistance services of the accompanying person in all premises of the NML. The accompanying person fills the Researcher / Reader Sheet, but does not pay the registration fee. In order to represent a registered user with a disability, the accompanying person must submit an NML valid Reader Pass of the represented person, a certified power of attorney and his/her identity card or valid passport.

- 7) Dogs and other animals do not have access to NML Reading Rooms, except for dogs accompanying persons with disabilities.
- 8) It is not allowed to carry weapons, narcotics or other dangerous substances, food or drink into the Reading Rooms. Drink and food consumption are solely allowed outside the NML premises.
- 9) The user is obliged to present a Reader Pass or employee ID card, emeritus employee card or NM Society card.
- 10) Before entering the Reading Rooms, the user fills a permit for all the materials carried in, that are of the nature of documents or copies thereof (especially books, magazines, newspapers, music material, maps or microfilms). Such materials shall always be presented together with the permit for inspection by the NML staff when entering or leaving the determined area.
- 11) The user has the right to be lent to the Reading Rooms:
  - a. Documents from the NML collections;
  - b. Interlibrary and international interlibrary loan documents;
  - c. Freely accessible collections, i.e. a reference library and lists of manuscripts and early printed books;
  - d. Displayed scientific journals.
- 12) The user is obliged to use for the studying of the early printed books and parchment manuscripts:
  - a. A pencil;
  - b. Only those places in the study room which are equipped with foam mats;
  - c. Other protective aids, such as white cloth gloves, disposable nitrile gloves and plumbs to prevent damage to these documents; (plumbs are available at the front counter, clean gloves can be brought by the user himself or bought from the Reading Rooms staff).
- 13) When studying documents from collections - especially manuscripts, early printed books, bibliophiles, historical chapbook prints, archival and artistic items, etc. - the documents must not remain without the permanent supervision of the user who has borrowed them. Each time the user leaves the Reading Room, he is required to hand them over at the front desk to the Reading Room staff.
- 14) When leaving the Reading Room for more than 15 minutes, the user is obliged to return the other lent documents to the front desk staff.
- 15) Notebooks, digital cameras and own handheld scanners are allowed to be used in the Reading Rooms, however only in agreement with the Reading Room staff and in accordance with the Act no. 121/2000 Coll., Copyright Act. The NML is not responsible for their possible loss.
- 16) Before leaving the NML Reading Rooms, the user is required to submit all documents carried out for inspection. At the request of the NML staff, the user is required to submit his luggage for inspection as well.
- 17) A particularly serious violation to the Library Rules and Regulations shall be deemed to be an unauthorized attempt to carry out a library document or collection item from the Reading Rooms. The NML shall approach such acts as the theft or theft attempt with all the resulting consequences.

- 18) To a user who fails to meet all of his obligations to the NML, the NML shall refuse to provide further services until the deficiency for which the provision of services has been interrupted, is remedied.
- 19) If the user is infected by a contagious disease, he/she will forbear from NML visits for the illness course due to the protection of other users and collections.
- 20) The user who violates the law or these Library Rules and Regulations shall be banished from the NML premises.
- 21) Comments, suggestions and proposals to the NML work shall be submitted to NML staff in writing or to email address: [vypujicniprotokol@nm.cz](mailto:vypujicniprotokol@nm.cz).

## **§ 4**

### **User registration**

- 1) An NML user is a natural or legal person with a valid Reader Pass. For natural persons, the condition is 15 years of age completed, its authorized employee acts for a legal person. Persons with disabilities will notify the staff about the condition upon registration.
- 2) The user requesting the NML registration shall submit a filled-in Researcher/Reader Sheet, ID card or valid passport, shall pay fees according to the NM Price List and expresses his/her consent to the processing of his/ her personal data by his/her signature on the Researcher/Reader Sheet.
- 3) The Researcher/Reader Sheet obligatorily determines the extent of mandatory registration information:
  - a. Identification data: name and surname, title, day, month and year of birth, permanent address: telephone number (optional), e-mail and delivery address: telephone (optional), email.
  - b. Statistical data: purpose of research, specific topic focus, institution for which the subject is processed.
- 4) Personal data requested by the NML from the user is processed in accordance with Act No. 101/2000 Coll., on the Protection of Personal Data, as amended, and with Regulation (EU) No 2016/679 of the European Parliament and of the Council, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the GDPR) and other specific laws in force in the Czech Republic. The legitimate reason for processing the required personal data is the legitimate interest of the NML due to the protection of the entrusted national cultural heritage.
- 5) NML shall issue a non-transferable Reader Pass for the user. The Reader Pass is issued for five visits or for a period of one calendar year. The validity of the year Pass is 365 days from the date of its issue. A user who shall not provide NML with his/her personal data to the extent required, shall not be registered by the NML. The user is obliged to notify the NML without delay of any change in the data required by the NML in the Researcher/Reader Pass.
- 6) For the registration and its renewal, the NML charges fees according to the valid NM Price List. Upon renewal, the user shall present his/her Reader Pass and ID card or valid passport.
- 7) The user presents a Reader Pass every time he comes to NML Reading Rooms. In the case of any doubt as to the accuracy of the presented Reader Pass, the NML is entitled to request

another identity document of the user. In the case of loss or theft of the Reader Pass, the user shall immediately inform NML about this fact, otherwise he/she shall be responsible for any misuse of the Pass. For issuing a duplicate of a Reader Pass, the NML charges a fee according to the NM Price List.

- 8) In the case of reasonable suspicion about committing a crime or serious violation to these Library Rules and Regulations, the NML reserves the right to temporarily detain the issued Reader Pass of the registered user.

## **§ 5**

### **Processing and protection of personal data**

- 1) The legitimate reasons for which the National Museum, which the NML forms part, processes the user's personal data are as follows:
  - a. Legitimate interest of the National Museum, which is the protection of the entrusted national cultural heritage and monitoring and improvement of the quality of the services provided;
  - b. Tasks of the National Museum, carried out in the public interest; these tasks are mainly represented by historical and scientific research, data archiving and statistics in field of Library science and Museology;
  - c. Fulfilment of obligations imposed by other generally binding acts, which are in particular:
    - i. Act No. 563/1991 Coll., on Accountancy, as amended;
    - ii. Act No. 122/2000 Coll., on the Protection of Collections of Museum Character;
    - iii. Act No. 121/2000 Coll., on Copyright and Rights Related to Copyright and on Amendment to Certain Acts – the Copyright Act;
    - iv. Law No. 257/2001 Coll., on Libraries and Terms of Operating Public Library and Information Services (Library Act);
    - v. Act No. 130/2002 Coll., on the Support of Research and Development from Public Funds and on the Amendment to Some Related Acts (the Act on the Support of Research and Development), as amended;
    - vi. Act No. 499/2004 Coll., on Archiving and records Management, as amended;
  - d. User's consent to the processing of personal data.
- 2) The NML further collects information about the user:
  - a. Business data: transaction data: order, loan registration, renewal;
  - b. Accountancy data: data on the financial transactions between the user and the library, in particular about their purpose, location, time and other requirements pursuant to § 11 (1) of the Act No. 563/1991 Coll., on Accountancy, as amended.

## **§ 6**

### **User rights in relation to the protection of personal data**

- 1) User rights are guaranteed. The user has the right to request access to his/her personal data, its correction or deletion, or restrictions to its processing, the right to object to the processing and the right to transfer this data to another administrator. The right to the deletion of personal data cannot, according to the § 17 (3) (d) be applied when the user's personal data is processed for archiving purposes, scientific and historical research in the

public interest or shall be necessary for the determination, exercise or defence of legal claims.

- 2) The NML shall not pass the processed personal data to the third parties, to the third country or to international organizations, or shall not use it for other purposes. Personal data may be made available to the Police of the Czech Republic or to the law enforcement authorities on the basis of their written request.
- 3) The user's personal data will be stored in the NML for 3 years and then it will be handed over for archiving to the National Museum Archive, where it will be stored permanently. Personal data processing does not involve automated decision making or profiling.
- 4) The user also has the right to file a complaint with the Personal Data Protection Office if he/she considers that the National Museum, by processing the personal data, violates the Regulation of the processing of personal data.

## **§ 7**

### **Common provisions on lending rights**

- 1) The Loan Contract is governed by the Czech Legal Order and by the Library Rules and Regulations.
- 2) NML decides on loans according to the character and physical condition of the library document/collection item. The collection manager always decides on the loan of a document from the collections.
- 3) The user is required to inspect the lent library document/collection item and, if damaged, immediately report it to the NML staff in the case when damage cannot be considered a normal wear and tear corresponding to the age and character of the library document/collection item.
- 4) Order forms must always be filled in completely and legibly by the user; otherwise the order may not be handled by the NML. If the NML does not handle the order within the specified time limit, it will always inform the user about the reasons why. In one day, orders are limited to five library documents or collection items which will be dealt with for one user.
- 5) A library document/collection item that is lent to another user or is otherwise unavailable can be booked by the NML for the user. If the same document is requested by more users, priority is given to the one who submitted his/her booking earlier.
- 6) The user is obliged to return the lent document in the condition in which it was lent to him. It is the user's responsibility to report immediately any damage, loss or destruction caused by the user and compensate the resulting damage to the NML. Any changes and interventions to the lent document (e.g. underlining, highlighting, entering notes, ticketing, etc.) are also considered damage caused by the user.
- 7) The user is not entitled to lend the lent library document/collection item to the third parties.

## **Article II Reference Use**

### **§ 8**

#### **Access to the Reading Rooms and lending from the NML collections**

- 1) Access to the NML Reading Rooms is permitted with a one-year or short-term (five-day) Reader Pass. Access for the NM employees, the emeritus staff and members of NM Society is free of charge. All users are required to comply with all articles of these Library Rules and Provisions.
- 2) User has the right to use only one working place. If he/she has been assigned such place by the member of the NML staff, he/she is required to observe this assignment. The user who studies documents from the NML Library/Collections is eligible for a preferential assignment to the working place.
- 3) If all places in the study room are occupied, the user cannot stay there and wait for a place to become vacant. It is not allowed to keep a place for an absent user.
- 4) Documents from library/collections are lent to registered users after ordering them to the NML Reading Rooms.
- 5) The loan period for lending (booking) in the NML Reading Rooms is 4 weeks from the expedition for library documents and 2 weeks for collection items, unless otherwise specified by the Collection manager.
- 6) The loan period may be prolonged, even repeatedly, unless the document is requested by another user. For large formats, booking can only extend to one volume at a time.
- 7) The Collection manager is entitled to set a shorter loan period or request immediate return of the document before the expiry of the loan period without a specified reason.
- 8) The Collection manager may, in duly justified cases, decide to lend digital copies on portable media (DVD-R, USB flash drive) instead of the original documents.
- 9) The user can be lent five documents to use in the Reading Room. The Collection manager decides on a higher number of volumes in agreement with the Reading Room staff.
- 10) Loans from foreign libraries in the form of IILS or from Czech libraries in the form of ILS are intended for reference use only.
- 11) Loans shall be conducted in accordance with the NML mission, the NML study and conservation character, and the requirements for necessary protection of library collections.

## **Article III**

### **Loans outside the NM Premises**

#### **§ 9**

##### **Loans for exhibitions**

- 1) The NML lends documents from libraries or collections for exhibitions to other institutions on the basis of a contract pursuant to the Directive of the Director General of the National Museum No. 7/2017 on Collection Regime. The Lending contract between the exhibition organizers and the NM sets the conditions for selection, lending, security and climatic conditions for the lent items during the exhibition period and insurance of NM collection items during the preparation, organization and finalization of the exhibition; contracts are dealt with by the NML Department of Services.
- 2) According to the NM share on the number of items lent and the overall concept of the exhibition, the NM may reserve the right to be treated as a co-organiser of the exhibition.
- 3) The loan period for the items lent for exhibitions includes the duration period of the exhibition plus ten days, unless otherwise agreed between the organizer of the exhibition and the NM.
- 4) If the user does not return the lent items even after the reminder, their return will be enforced legally.

#### **§ 10**

##### **Loans for purposes other than for exhibition**

- 1) In exceptional cases, items may be lent for purposes other than for exhibitions on the basis of a written agreement with the consent of the director of the NML.

#### **§ 11**

##### **Loans through Interlibrary Loan Services - ILS and IILS**

- 1) If the document is not in the NML collections, the NML shall arrange a so-called interlibrary loan from another library in the Czech Republic (ILS) or through the National Library of the Czech Republic from abroad (IILS) at the request of its user.
- 2) The same service is provided by NML for other libraries in the Czech Republic.
- 3) The implementation of the ILS and IILS is covered by § 14 of the LA, Decree of MC No. 88/2002. In the case of the NML as a museum library, Act No. 122/2000 Coll., on the Protection of Collections of Museum Character and the Directive of the Director General of the National Museum No. 7/2017 Collection Regime are also applicable. This means that the NML itself determines which documents can be lent through the ILS and which can only be provided in the form of a copy as a subject to the fee.
- 4) Within the ILS, the NML does not lend, as a principle, to other libraries:
  - a. Documents that would be in danger of irreparable loss or damage, particularly in the case of a single specimen;

- b. Collection items, unique and rare items, documents included in historical, preservation, other collections and documents endangered by excessive wear and tear;
  - c. Documents needed for daily operation of the library;
  - d. Unbound year's volumes of newspapers and magazines.
- 5) Exceptionally, documents from rare collections may be lent outside the premises of the NML, always as a subject to the written permission of the Director of the NML.

## **§ 12**

### **Lost property**

- 1) The user is obliged to report the loss or damage to the document without delay and compensate the damage within the time limit set by the NM. A "Compensation Agreement" will be concluded with the user.
- 2) The method of compensation of the lost or damaged document is decided exclusively by the NML according to the Directive of the Director General No. 8/2014 on Compensation Commission and the Compensation Procedure, precisely its Annex No. 5 - Compensation Agreement.
  - a. Preferably it requests re-establishment into the original state by supplying a replacement copy of the same document in the same issue and of the same quality;
  - b. If the re-establishment is not possible or purposeful, the Collection manager shall decide on the method of compensation for the lost document: on the type and quality of the copy (printed black and white or colour copy, digital copy) or payment of the financial compensation according to the expert opinion of the NM employee.
    - The amount of financial compensation for the lost document is determined according to the expert opinion of the NM employee and is made up of the document price on the market at the time of the loss or the price for a copy of the document.
    - If the document can be lent by another institution or by a private person, NML will make a copy (printed, digital) according to the valid NM Price List, and subsequently the user will pay for it. If a document cannot be lent from another institution or from a private person to the NML for the purpose of making a copy, the user orders the creation of a quality copy in the institution in question according to their valid Price List. If the price of the document is higher than the price for the created copy, the user will pay the difference between the valued document and its copy.
  - c. Eventually delivery of a document of another edition.
- 3) The user is also required to cover all costs incurred to NM in connection with the loss (e.g. fees for ILS).
- 4) The NML has the right to suspend the user from providing all the services until solving the method of compensation for the lost document and payment of all debts.

## **§ 13**

### **Reprographic services and taking photographs in the Reading Rooms**

- 1) Reprographic services - digital and printed copies - are provided from NML, NM collections or from collections that NML has provided for the user within the interlibrary services. Solely the NML employee decides on the possibility of making the copy and its type.
- 2) The user for whom the copy was made is obliged to treat it in accordance with the provisions of Act No. 121/2000 Coll., The Copyright Act.
- 3) Copies made from the NML collections are for study purposes only. If the user wants to publish them - in a printed publication, e-resource, at an exhibition, etc. – he/she shall conclude an NML Contract to provide images and permission for their one-time use according to the Directive of the Director General of the National Museum No. 7/2017 on Collection Regime and shall pay the fee for consent according to the NM Price List; contracts are dealt with by the NML Department of Services.
- 4) The NML may refuse to make a copy if:
  - a. It does not have the appropriate technical equipment;
  - b. The requirement exceeds the capacity of the relevant department;
  - c. Making the copy is in conflict with legal regulations;
  - d. The document is in a bad physical condition and could be damaged by the activity.
- 5) After completing and signing the Request for permission to take photographs in NML, the user may, in agreement with the Reading Room staff, take photographs by his/her own camera. The library documents can be photographed without restriction, taking photographs of collection items is subject to the permission of the Collection manager. Taking photographs of the manuscripts and early printed books may be restricted within one visit to the NML up to 20 pages.

## **Article IV**

### **Computer Technology in NML**

## **§ 14**

### **Rules for use of computer technology in the Reading Rooms**

- 1) Computers in the Reading Rooms are intended exclusively for the use of electronic library information sources (i.e. professional databases, NML catalogues, CD-ROMs from NML collections, digital copies on portable media) for study purposes of the users and for the availability of freely accessible scientific data from the Internet.
- 2) The user is required to use only the software provided within his/her menu.
- 3) Users are not allowed to copy and distribute parts of the NML operating system and installed applications and programs. It is not allowed to connect user's own PC to the NM computer network. Otherwise, the use of user's own portable device is not restricted.
- 4) Users are not allowed to copy information and files to their own portable media. It is only possible to copy to the new media purchased from a Reading Room staff (price corresponds to the NM Price List).

- 5) The user may not attempt to gain access rights or privileged status that does not belong to him/her. If this happens (even due to a hardware or software system error), the user is required to report this fact to the Reading Room staff immediately.
- 6) The user must not disturb the process and performance of a computer network by overloading network resources, or using the network to access other computers or other networks, or to spread computer viruses.
- 7) The user bears full responsibility for his/her possible interventions in the configuration of the computer and for any damage caused by improper handling of the computer equipment, including damage caused by inserted computer viruses.
- 8) The operation of the NML network may be restricted or interrupted due to the necessary technical and software maintenance of the network or for other serious reasons.
- 9) The information and data obtained (in any form, on any medium) serves solely for the user's personal needs and for his study purposes. It is not allowed to further distribute, duplicate, lend, sell or otherwise use it for commercial purposes.
- 10) Fees for using paid services (print and printed copies) are listed in the NM Price List, which forms part of these Library Rules and Provisions. Copying in the Reading Rooms is made solely by a Reading Room staff in compliance with the Copyright data protection laws.

## **§ 15**

### **Terms of use of electronic information resources and digital libraries**

- 1) The use of licensed electronic information sources is only allowed for non-commercial purposes, solely for the personal needs of the user or visitor, i.e. for scientific, educational and teaching purposes, while observing the principles of the citation ethics.
- 2) The user has the right to search, view and display only appropriate parts and print only up to 20 pages per one visit in the Reading Room. It is not allowed to download and print entire issues of electronic journals or electronic books.
- 3) The data obtained cannot be reproduced, spread or made available to the third parties in any way or transmit for further distribution (regardless of whether it is profit or non-profit, or for a fee or free of charge). To users who are going to use non-standard tools (i.e. different forms of robots or other automatic download programs) when searching, viewing, or uploading data from licensed sources, may be revoked the right to access licensed resources.
- 4) All data made available and obtained must be used in accordance with Act No. 216/2006 Coll., in its entirety (Copyright Act). The user bears sole responsibility for any breach to the Copyright Act and license terms of the database use to any extent, including criminal liability, of the user to whom access to the database is permitted.
- 5) Handling of public domain works: a work for which the duration of property rights has expired (§ 27 of the Copyright Act) can be freely used without restriction. However, a user of a public domain work is required:
  - a. Not to impersonate authorship to the work,
  - b. Use the public domain work only in a way that does not diminish its value,
  - c. Provide the name of the author, if the work is not anonymous.

## **Article V Final Provisions**

### **§ 16**

#### **Final and repealing provisions**

- 1) The Library Rules and Regulations, including the excerpt from the NM Price List, are accessible to every user at the NML premises at an accessible location and on the National Museum Library website. The Library Rules and Regulations are published in the current version.
- 2) Exceptions to the NML Library Rules and Regulations are exclusively decided by the Director of the NML or a person in writing authorized to do so.
- 3) At the same time with these Library Rules and Regulations coming into effect, they are repealing Directive of the Director General of the National Museum No. 13/2014 Library Rules and Regulations of the National Museum Library from 1<sup>st</sup> December 2014.

### **§ 17**

#### **Annexes to the Library Rules and Regulations**

- 1) Price List of the Services of the National Museum Library
- 2) Researcher / Reader Sheet
- 3) Contract to Provide Images and Permission for their One-time Use
- 4) Request for Permission to Take Photographs in NML

### **§ 18**

#### **Related documents**

- 1) Directive of the Director General of the National Museum No. 8/2014 on Compensation Commission and the Compensation Procedure.
- 2) Directive of the Director General of the National Museum No. 1/2017 Price List of the National Museum Services for the Pricing of the National Museum Premises Renting, for Entrance Fee and the Principles of Drawing Funds from Donations, Sponsorship and Promotional Contracts.
- 3) Directive of the Director General of the National Museum No. 7/2017 on Collection Regime.
- 4) Directive of the Director General of the National Museum No. 3/2018 Personal data Protection in the National Museum.

### **§ 19**

#### **Effectiveness of the Library Rules and Regulations**

- 1) These Library Rules and Regulations shall come into effect on 1<sup>st</sup> January 2019.

PhDr. Michal Lukeš, Ph. D.  
Director General of the National Museum

## Price list of the Services of the National Museum Library

All services provided in the premises of the Library shall be paid in Czech crowns. Prices included VAT except copies of collection items registered in CES.

### **1. Membership Fees:**

Average membership fee	<b><u>CZK 100.00</u></b>
Annual membership for students and the elderly	<b><u>CZK 50.00</u></b>
Five-day membership	<b><u>CZK 10.00</u></b>
Five-day membership for students and the elderly	<b><u>CZK 5.00</u></b>
New issue of membership card fee	<b><u>CZK 10.00</u></b>

### **2. Reprographic services:**

#### **a) Printed copies**

Printed copies from the Internet - 1 black and white sheet of A4 paper	<b><u>CZK 3.00</u></b>
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#### **Black and white copy:**

<b>1 sheet of A4 paper - one-sided</b>	<b><u>CZK 3.00 (7.00)</u></b>
<b>1 sheet of A4 paper - both-sided</b>	<b><u>CZK 5.00 (11.00)</u></b>

<b>1 sheet of A3 paper - one-sided</b>	<b><u>CZK 9.00 (11.00)</u></b>
<b>1 sheet of A3 paper - both-sided</b>	<b><u>CZK 11.00 (21.00)</u></b>

#### **Colour copy:**

<b>1 sheet of A4 paper - one-sided</b>	<b><u>CZK 16.00</u></b>
<b>1 sheet of A3 paper - one-sided</b>	<b><u>CZK 30.00</u></b>

- **prices in brackets** concern the books and other printed documents published between **1851 to 1949**
- **prices in front of brackets** concern the books and other printed documents published **after 1950 to present**
- in case of serial publications **from Journal Department the prices in brackets are valid without any regard to the year of publication**
- in case of books and serial publications published **before 1850** only a digital copy may be made

#### **b) Digital copies:**

Are provided of **documents published before 1850**, of all **manuscripts and special collections** without any regard to the year of publication.  
All copies are in 300 DPI, JPG or TIFF format.

#### **Digital copy of digitized document**

<b>1 scan / image</b>	<b><u>CZK 10.00</u></b>
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<b>flat fee for entirely digitized document</b>	<b><u>CZK 600.00</u></b> per CD/DVD
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**Digital copy of not yet-digitized document**

<b>1 scan / image</b>	<b><u>CZK 15.00</u></b>
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**Flat fee prices** for entire digitization of **documents** (manuscripts, early printed books) **are set according to the number of scans:**

1 - 300 scans	<b><u>flat fee CZK 1300.00</u></b>
301 - 400 scans	<b><u>flat fee CZK 1500.00</u></b>
401 - 500 scans	<b><u>flat fee CZK 1700.00</u></b>
more than 500 scans	<b><u>flat fee CZK 2500.00</u></b>

**Fee for burning the copy onto a CD/DVD** CZK 25.00/35.00

**Fee for increasing resolution / plus every 100 dpi** CZK 20.00/ 1 image

**c) Prints from digital copy of digitized document**

**Black and white copy :**

<b>1 sheet of A4 paper - one-sided</b>	<b><u>CZK 8.00</u></b>
<b>1 sheet of A3 paper - one-sided</b>	<b><u>CZK 24.00</u></b>

**Colour copy :**

<b>1 sheet of A4 paper - one-sided</b>	<b><u>CZK 20.00</u></b>
<b>1 sheet of A3 paper - one-sided</b>	<b><u>CZK 35.00</u></b>

*All copies are intended for study purposes only. In case of their further publication conclusion of an agreement "Contract to provide permission for one-time use of images" and payment of the relevant fee are needed. Publishing of copies in the scientific, educational and promotional works of NM are exempted from the fee.*

**Publication fee / 1 copy**

Black and white copy	<b><u>CZK 1000.00</u></b>
Colour copy	<b><u>CZK 2000.00</u></b>
Copy for exhibition	<b><u>CZK 500.00</u></b>

Note: This Pricelist is based on the ***Pricelist of the paid services and fees of the National Museum.***

**NATIONAL MUSEUM**

Section:

Serial no. .... /20.....

**RESEARCHER / READER SHEET**

**Part I IDENTIFICATION DATA OF THE RESEARCHER / READER**

Name, surname \*)

Title (optional)

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Day, month, year of birth:

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Permanent address:

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Telephone number (optional):

E-mail:

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Delivery address:

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Telephone number (optional):

E-mail:

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National Museum Library card number: (LNM only)

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***Information for researchers:***

*The above listed personal data is processed in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council On the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) for the legitimate interest of the National Museum, which is the protection of the entrusted national cultural heritage.*

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**\*) fill in legibly in printed characters**

**Part II STATISTICAL PART**

*The following data is processed by the National Museum for the purpose of historical and scientific research and statistics in the field of librarianship and museology due to the fulfilment of its professional tasks carried out in the public interest. You are giving us this information on a voluntary basis and we will process it with your consent (for more details, see the appendix).*

Exact designation of the subject of the study with a time and the factual definition of the collection items / documents from the library collection:

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Purpose of research:\*) Official (service, study)   
 Private

Specific topic focus: \*) Scientific purposes (studies, monographs, student diploma or dissertation theses, etc.)   
 Scientific editions of documents   
 Genealogical purposes   
 Private interest education   
 Collectors' interests and related research   
 Publication purposes   
 Exhibition purposes   
 Official authorities purposes   
 Other -specify

\*) Use the cross in the square box to mark the matching.

In the case of an official (service or study) purpose of the study:

**The name and registered office of the legal entity for which the researcher is processing the topic**

**PART III RESEARCHER DECLARATION:**

I declare that I am aware of my personal responsibility for handling the knowledge and information I have obtained by studying the submitted collection items / documents from the library collection.

I declare that I have become acquainted with the provisions of the Research / Library Regulations and I acknowledge that in case of violation of my fundamental obligations, the submission of other collection items / documents from the library collection may be denied or the permission granted may be revoked. I also declare that I have become familiar with the terms of protection of my personal data.

I also acknowledge that in the case of the untruthfully mentioned data in the Researcher / Reader Sheet I may become subject to criminal prosecution and the submission of collection items / documents from the library collection will be denied or the consent given will be revoked.

I acknowledge that the National Museum processes my personal data because of its legitimate interest which is protection of the entrusted national cultural heritage.

I declare to notify without undue delay any personal data change contained in this Researcher / Reader Sheet.

I agree with the processing of my personal data for the purpose of fulfilling the tasks of the National Museum in the area of historical and scientific research and statistics in the field of librarianship and museology.

In Prague on \_\_\_\_\_

Signature \_\_\_\_\_

The identity of the researcher / reader has been verified by the valid personal identity document by:

\_\_\_\_\_

Identity card / passport no. \_\_\_\_\_ issued \_\_\_\_\_

**Submission of collection items to the researcher was allowed on**

**/ by:**

Name and surname:

Signature:

Function:

**Record of submitted collection items**

Ser. no.	Inventory number and name of the collection item / document from the library collection	Submitted on, time	Signature of the researcher	Returned on, time	Signature of the NM employee responsible



## **Appendix of the Researcher / Reader sheet - for the researcher**

### **INFORMATION ON PROCESSING OF PERSONAL DATA**

Provided in accordance with Articles 13 and 14 of the Regulation (EU) 2016/679 of the European Parliament and of the Council On the protection of natural persons with regard to the processing of personal data and on the free movement of such data (Regulation).

#### ***Personal Data Manager***

National Museum based at Václavské náměstí 68, 110 00 Prague 1 – Nové Město, ID: 00023273,  
VAT ID: CZ00023272

#### ***Contact details of the Personal Data Protection Officer***

Telephone number: +420 770 156 234. E-mail: [gdpr@nm.cz](mailto:gdpr@nm.cz). Web: [www.nm.cz/gdpr](http://www.nm.cz/gdpr)

#### ***Purpose and legal basis for the processing of personal data***

The National Museum will process your personal data for the legitimate reason of its legitimate interest within the meaning of Article 6 (1) f) of the Regulation. This interest is the protection of the entrusted cultural heritage of the Czech Republic. Another compatible reason for processing is the fulfilment of the task carried out in the public interest within the meaning of Article 6 (1) e), which is carrying out of historical and scientific research and statistics in the field of librarianship and museology. Researcher sheets are also archived in the public interest.

If you do not provide at least personal data listed in part I, it will not be possible to provide the required titles to you to research them.

#### ***Personal data to be processed***

- Name, surname, title (optional),
- Day, month and year of birth,
- Permanent address (street, number, post code, city, state E-mail, telephone number (optional),
- Delivery address: (street, number, post code, city, state E-mail, telephone number (optional), recipients or categories of recipients of personal data,
- Handwritten signature,
- Statistical data (Designation of the study topic, purpose of the research, thematic focus of the study, institutions for which the topic is being researched),
- Verification data (Personal ID card number, issued by),
- Course of research activity - records of submitted items for study.

#### ***Recipients or categories of recipients of personal data***

The National Museum will not transfer the processed personal data to other third parties, to a third country or to international organizations, nor will it use it for other not above stated purposes. Personal data may be made available to the Police of the Czech Republic or to the law enforcement authorities on the basis of their written request.

### ***The period for which personal data will be stored***

Your personal data will be stored for 3 years, and then submitted for archiving to the National Museum Archives, where it will be stored permanently.

### ***Data subject's rights and automated decision-making***

When processing your personal data, automated decision-making and profiling will not occur.

You have the right to request access to your personal data, its update or deletion, or limitation of its processing, the right to object to processing and the right to transfer the data to another personal data manager. The right to the deletion of personal data cannot, according to the Article 17 (3) (d) apply when your personal data will be processed for archiving, scientific and historical research in the public interest or will be necessary for the determination, performance or defence of legal claims.

You also have the right to file a complaint at the Personal Data Protection Office if you consider that the National Museum is processing personal data in violation to the Regulation.

**SMLOUVA O POSKYTNUTÍ POVOLENÍ K JEDNORÁZOVÉMU  
UŽITÍ OBRAZOVÉHO MATERIÁLU Č.**

dle ustanovení § 2358 a násl. občanského zákoníku /

**CONTRACT TO PROVIDE IMAGES AND PERMISSION  
FOR THEIR ONE-TIME USE No.**

*pursuant to the provisions of Articles 2358 and the following of the Civil Code,  
as amended*

**Národní muzeum**

příspěvková organizace zřízená Ministerstvem kultury ČR / *a state-co-funded organization  
established by the Ministry of Culture*

se sídlem / *with registered address at* Václavské náměstí 68,

115 79 Praha 1, Česká republika

zastoupená / *represented by*

**PhDr. Michal Lukeš, Ph.D., generální ředitel / *General Director***

IČ / *Reg. No.:* 00023272, DIČ / *VAT No.:* CZ00023272

Bankovní spojení / *Bank account:* Česká národní banka 6331011/0710

Dále jen **“Poskytovatel”** / *Hereinafter referred to as the “Provider”*

*a / and*

***Institution, Name***

*se sídlem / Registered address:*

*zastoupená / represented by:*

*Kontakt / Contact:*

*Bankovní spojení / Bank account:*

dále jen **“objednatel”** / *Hereinafter referred to as the “Ordering Party”*

**I. Účel a předmět smlouvy / *Purpose and subject of contract***

1. Předmětem této smlouvy je poskytnutí objednateli povolení k jednorázovému užití obrazového materiálu níže popsaných sbírkových předmětů za účelem jejich zveřejnění. Snímek sbírkových předmětů vytvořil zaměstnanec poskytovatele v rámci pracovněprávního vztahu. / *The subject of this Contract is the provision by the Provider of one-time use of images permission (the ‘Permission’) to the Ordering Party for the publishing of the photographs of the Collection Items as described below. The photographs of the Collection Items were taken by the provider’s employee under the labour-law relation.*
2. Sbírkový předmět (popis): / *Collection Item (description)*
3. Povolení bude využito v publikaci “???” vydané nákladem ??? výtisků. / *The Permission will be used in the publication: “??”, which will be reproduced in ??? copies.*

## II. Závazek objednavatele / Ordering Party obligation

1. Snímky sbírkových předmětů budou řádně označeny inventárními čísly a formulací, že pochází ze sbírek poskytovatele (Sbírka Národního muzea, Praha, Česká republika). / *The photographs of Collection Items shall be duly labelled with the inventory numbers and a statements that the given item comes from the Provider's collections. Example of statement: Name of the image, author, title, year of publishing. Collection of the National Museum, National Museum Library, Shelfmark, Prague, Czech Republic.*
2. Objednavatel zároveň poskytne pro archivní potřeby poskytovatele do jednoho měsíce od vydání knihy **2 výtisky** výše zmíněné publikace “???”. Publikace bude zaslána na adresu: Národní muzeum, KNM6 – Jana Konečná, Vinohradská 1, 110 00 Praha 1, Česká republika. / *At the same time, the Ordering Party shall provide the Provider with **2 copies** of the above-mentioned publication “???” for the Provider's archival needs, namely **one month after the publication of the book**. The publications will be sent to: National Museum, KNM6 – Jana Konečná, Vinohradská (Street) 1, 115 79 Prague 1, Czech Republic.*
3. Poruší-li objednatel povolení poskytovatele, sjednává se smluvní pokuta 5.000,- Kč pokuty za každé nepovolené užití obrazového materiálu. / *If the Ordering Party violates the Provider's Permission, a contractual penalty has been agreed to the amount of CZK 5,000 for each prohibited use of the photographs.*

## III. Závazek poskytovatele / Provider obligation

1. Poskytovatel poskytne objednavateli obrazový materiál sbírkového předmětu v rozlišení 300 DPI a ve formátu JPG, snímek je poslán elektronicky. / *The Provider shall provide the Ordering Party with the photographs of the Collection Item in 300 DPI resolution and in JPG format, the photographs is sent in electronic form.*
2. Vzhledem k použití pro vědecké účely není dle Ceníku služeb Národního muzea použití obrazového materiálu zpoplatněno. / **With respect to the scientific use, the Provider does not impose charges for the photographs (as defined by the Services Price List of National Museum).**

## IV. Cena a platební podmínky / Price and terms of payment

1. Cena za poskytnutí 1 barevné fotografie sbírkového předmětu se stanovuje podle platného Ceníku placených služeb a poplatků Národního muzea na ... ,- **CZK (cena bez DPH)**, při ... snímcích činí celková suma ..., **Kč bez DPH**. Sazba daně z přidané hodnoty 0/21% činí ... Kč, to je celkem ... **Kč**. Poplatek bude uhrazen na základě vystavené faktury na výše uvedený účet u České národní banky, Praha 1. / *The price for providing of one colour photograph according to Provider's valid Price List of Paid Services and Fees is ... ,- **CZK** per image; for doplnit images the total price is ...,- **CZK, excl. VAT**. Twenty one percent value added tax comes to ... **CZK**, for a total of ... **CZK**. Upon issue by the Provider an invoice issued in Czech Crowns, the fee shall be paid to the above indicated account at Česká národní banka in Prague.*
2. Objednavatel se zavazuje uhradit tuto částku na základě daňového dokladu splatného ve lhůtě do 14 dnů ode dne jeho doručení objednateli. Nebude-li poplatek za reprodukci uhrazen ve stanoveném termínu, zavazuje se objednatel zaplatit poskytovateli úrok z prodlení ve výši stanovené právními předpisy. / *The Ordering Party agrees to pay this amount on the invoice payable within 14 days of its delivery to the Ordering Party by the provider. If the*

*reproduction fee paid within the specified time, the Ordering Party agrees to pay the Provider interest on arrears in the amount set by law.*

#### **V. Závěrečná ustanovení / Closing provisions**

1. *Veškeré vztahy, které nejsou přímo touto smlouvou upraveny, se řídí příslušnými ustanoveními zák. č. 89/2012 Sb. občanského zákoníku. / Any relations not directly regulated by this Contract shall be governed by the relevant provisions of the Civil Code.*
2. *Jakékoli změny obsahu nebo doplňky této smlouvy lze provádět pouze formou písemného dodatku podepsaného oprávněnými osobami obou smluvních stran, které se stanou její nedílnou součástí. / Any changes to the content of this Contract, or supplements hereto, must be executed in the form of written addenda signed by the authorized representatives of both contracting parties which became an integral part of the Contract.*
3. *Tato smlouva je vyhotovena ve třech stejnopisech s platností originálu, z nichž dva obdrží poskytovatel a jeden stejnopis objednatel. V případě pochybností je rozhodující české znění smlouvy. / This Contract has been made out in three counterparts, each with the validity of an original; the Provider shall obtain two counterparts and the Ordering Party one counterpart. In case of doubt the Czech language version of the Contract is conclusive.*
4. *Smlouva nabývá platnosti a účinnosti dnem podpisu oběma smluvními stranami. / This Contract becomes valid and takes effect upon signature by both contracting parties.*
5. *Smlouva se řídí právním řádem České republiky. Soudem příslušným je Obvodní soud pro Prahu 1. / The Contract is governed by the laws of the Czech Republic. Competent Court is the District Court for Prague 1.*
6. *Smluvní strany shodně prohlašují, že tato smlouva byla sepsána dle jejich pravé a svobodné vůle a nebyla uzavřena v tísní, pod jakýmkoliv nátlakem fyzickým či psychickým ani za jinak, pro kteroukoliv ze smluvních stran, nevýhodných podmínek, smlouvu si řádně přečetli a s jejím obsahem plně souhlasí, což stvrzují svými vlastnoručními podpisy. / The contracting parties declare that the contract was drawn up according to their true and free will and it was not entered under duress, under no, physical or mental, pressure or under no other, for either of the parties, unfavourable conditions, they read the contract properly and fully agree with its content, which they confirm by their autographs.*

Praha, date:

Place, date:

On behalf of the National Museum:  
PhDr. Michal Lukeš, PhD.  
General Director of the National Museum

On behalf

## Request for permission to take photographs in LNM

(only without flash)

Name and Surname:.....

Address:.....

Documents to be photographed:

Author, Title, Shelfmark:.....

Author, Title, Shelfmark:.....

Author, Title, Shelfmark:.....

The photographs will be used for following purposes:.....

I do declare that the photographs will be used only for my **study/research purposes**.

In case of their further publication I will ask the National Museum Library for permission.

You are allowed to take **photographs of 20 pages** from manuscripts and early printed books.

In Prag / Terezín, (Date:)

.....  
Signature

Approved by: .....

### Instruction

You provide your personal data to fulfill the above stated request / order. The National Museum (Václavské náměstí 68, 110 00 Prague 1, Company ID 00023272) declares that it will handle the personal data provided in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation - GDPR) and with the Principles of the personal data protection in the National Museum, published at [www.nm.cz/gdpr/](http://www.nm.cz/gdpr/). Beyond this purpose, the National Museum will not pass on your personal data to other entities, third countries or international organizations and will delete it within three years of their provision.

**Contact details of the Data Protection Officer:** phone n.: +420 770 156 234, e-mail: [gdpr@nm.cz](mailto:gdpr@nm.cz)