



STANDARD LICENSE AGREEMENT

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AND

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and

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The Licensee shall be entitled to grant the necessary authorization or sublicense to Participating Institutions.

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- 1.1 **Representation.** The Distributor hereby represents and warrants that it has all the authority, competence and license to grant a license to the Licensed Materials to the Licensee as defined in this Agreement. Where the performance of the Distributor's obligation depends on the activity and/or cooperation of the Publisher, the Distributor shall ensure and is liable for any violation of the rights and/or obligations stipulated herein as a result of the activity or inactivity of the Publisher and this can serve as a reason for termination of this Agreement pursuant to Section 11.
- 1.2 <u>Subject of the Agreement</u>. The subject of this Agreement is to define the conditions of cooperation and the rights and duties of the Parties while providing the Licensed Materials to the Licensee and the Participating Institutions as defined in this Agreement.
- **1.3** <u>Licensed Materials</u>. The materials that are the subject of this Agreement are set forth in Appendix A ("Licensed Materials").
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3. Fees

- 3.1 <u>Fees and Payment.</u> The Licensee shall pay the Distributor a fee for the license concerning the Licensed Materials pursuant to the terms set forth in Appendix A based on an invoice issued by the Distributor ("Fee"). All Fees are due and payable by the Licensee by 15 May of the respective calendar year, unless otherwise stipulated in Appendix A.
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 - (h) <u>Collections of Information.</u> The Participating Institutions and the Authorized Users shall be permitted to extract or use information contained in the Licensed Materials for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
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4.5 **The Rights of the Author to Use Own Work.** Intentionally omitted.

- 4.6 Intentionally omitted.
- 4.7 **Definitions**: Intentionally omitted

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Participating Institutions and Authorized Users that is supported by a commercial entity shall not be considered use for commercial purposes.

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- 6.1 <u>Notification and Cure of Unauthorized Use.</u> In the event the Licensee and/or any of the Participating Institutions becomes aware of an unauthorized use of the Licensed Materials and cannot promptly remedy it, the Licensee or the Participating Institution shall without undue delay notify the Distributor or the Publisher. In the event the Distributor or Publisher becomes aware of unauthorized use of the Licensed Materials, the Distributor shall, or shall ensure that the Publisher will, without undue delay notify the Licensee and the respective Participating Institution in writing.
- 6.2 In the case of unauthorized use which is causing serious and immediate material harm to the Publisher, the Publisher may temporarily suspend such offending individual Authorized User's access to the Licensed Materials (e.g. by blocking an individual user's IP address), provided that the Distributor without significant delay notifies, or shall ensure that the Publisher immediately notifies the Licensee and the respective Participating Institution of any such suspension, including the reason for the suspension and any supporting details. Such temporary suspensions will be only of the shortest possible duration and the maximally limited extent necessary to terminate the unauthorized use and prevent its resumption. In the event that such suspension lasts longer than the shortest period necessary to prevent such unauthorized use, the Distributor is obliged to reimburse the Licensee the respective pro rata part of the Fee (calculated with respect to the actual number of excessively suspended Authorized Users) for the period of duration of such excessive suspension. Any excessive suspension of access to the Licensed Materials can serve as a Licensee's reason for termination of this Agreement pursuant to Section 11 of this Agreement.

7. Performance Obligations

- 7.1 The Distributor will use reasonable efforts to ensure that its or the Publisher's performance will meet or exceed industry standards and practices. Additionally, the Distributor agrees to the following performance standards set out in this Section 7.
- 7.2 The Distributor shall acquaint the Publisher with the content of this Agreement. The Distributor shall ensure that all Distributor's obligations under this Agreement will be fulfilled and that the Publisher will not prevent such fulfillment. The Distributor may under no circumstances exclude or limit its liability due to any lack of cooperation from the Publisher. The Distributor shall ensure that the Publisher will provide its cooperation in duly and timely manner so all obligations stipulated herein may be orderly fulfilled.

- 7.3 The Distributor is obliged to secure and is liable for any damages with respect to the validity of the license granted by the Publisher to the Licensee for the duration of the Agreement. The Distributor is obliged to follow the contract concluded between the Distributor and the Publisher about the license to the Licensed Materials. In the case of breach of such contract, the Distributor is responsible for all the damages of the Licensee and Participating Institutions caused by the suspension of the license to the Licensed Materials.
- 7.4 <u>Availability of the Licensed Materials.</u> Upon the Effective Date (as specified in Section 9.1 of this Agreement), the Distributor shall ensure that the Licensed Materials become available to the Participating Institutions and the Authorized Users.

Should the Effective Date of this Agreement occur after 1 January 2023, Distributor shall ensure that the Publisher will make, or has already made, the Licensed Materials available to the Licensee, the Participating Institutions and Authorized Users in the full scope of the license stipulated herein already as of 1 January 2023 due to the necessity of access to the Licensed Material as of 1 January 2023, to the Participating Institutions and Authorized Users in the full scope of the authorization stipulated herein including all and any possible rights and authorizations such as potential archiving rights, extent of the access to the backfile content of Licensed Materials or Open Access publishing under this Agreement. Performance of the Distributor's obligation to ensure that the Licensed Materials become available before this Agreement takes effect shall be considered entirely as a performance according to and in compliance with this Agreement.

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- 7.6 **Persistent Linking.** The Distributor shall make reasonable effort to ensure that the Publisher will make reasonable efforts to comply with the most current version of the OpenURL standard (ANSI/NISA Z39.88 or any that replaces it during the term of this Agreement) and will provide a mechanism for persistent links to content.
- 7.7 Online Terms and Conditions. In the event that the Distributor or the Publisher requires the Authorized Users to agree to additional terms relating to the use of the Licensed Materials (commonly referred to as "click-through" or "clickwrap" licenses), or otherwise attempts to impose terms on the Authorized Users through online terms and conditions invoked by the mere use or viewing of the Licensed Materials, such additional terms shall only apply to the Authorized Users who agreed

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- 7.8 <u>Documentation.</u> If available, the Distributor will provide or shall ensure that the Publisher will provide, complete and up-to-date help and operational documentation to the Licensee, the Participating Institutions and the Authorized Users in an electronic format. Such documentation may be provided by means of the Distributor's and/or Publisher's online system and/or system for administrators.
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- 7.11 <u>Updates.</u> The Distributor shall ensure that the Publisher will provide and implement regular system and project updates to the Licensee and the Participating Institutions as they become available. No additional fee shall be charged for updates.
- 7.12 **Quality of Service.** The Distributor shall ensure that the Publisher will use reasonable efforts to ensure that the Publisher's server or servers have sufficient capacity and rate of connectivity to provide the Participating Institutions and their Authorized Users with all the services pursuant to this Agreement at a level exceeding or at least comparable to current standards in the online information

provision industry in the Licensee's and the Participating Institutions' locale. The Distributor shall ensure that the Publisher will use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time can include periodic unavailability due to server maintenance; software installation or testing; loading or making available additional Licensed Materials as they become available; and unavailability because of service or equipment failure outside the control of the Distributor and/or the Publisher (including problems with public or private telecommunication services, or Internet nodes or facilities). The Publisher may schedule brief unavailability periods, but will do so only where (a) it has given at least forty-eight (48) hours' prior notice to the Licensee, and (b) in a way and at times that minimize inconvenience to the Licensee, the Participating Institutions and its Authorized Users, regardless of when notice has been given.

7.13 **Problems with Licensed Materials.** If the Licensed Materials fail to operate, display, load, or render in conformance with the terms of this Agreement, the Licensee or the Participating Institution shall immediately notify the Distributor or the Publisher in writing, and the Distributor shall ensure that the Publisher will promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. In the event that the non-conformity materially affects the Participating Institutions' or the Authorized Users' use of the Licensed Materials, and the Publisher fails to remedy the non-conformity within five (5) business days, the Distributor shall reimburse the Licensee for such problems in an amount that is proportional to the Fee.

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- 7.16 In order to facilitate the assessment of completeness of content, the Distributor shall use reasonable efforts to ensure that the Publisher will provide upon the Licensee's request a report of the content in the Licensed Materials at the title, issue, chapter, or item level. The Distributor shall ensure that the Publisher will disclose to the Licensee content known or found to be missing from the Licensed Materials, including but not limited to images, pages, issues, and chapters.
- 7.17 If the online content is a digitized version of the print content and differs from the print or other physical format versions of the Licensed Materials so as to be substantially less useful to the Licensee, the Participating Institutions or their Authorized Users,

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- 7.18 Notification of Modifications of Licensed Materials. From time to time, the Publisher may add, change, or modify portions of the Licensed Materials, or migrate the Licensed Materials to other formats. When such changes, modifications, or migrations occur, the Distributor shall use reasonable efforts to ensure that the Publisher will give prior written notice of any such changes to the Licensee and the Participating Institutions as soon as is practicable, but in no event less than sixty (60) days in advance of such event. If any of the changes, modifications, or migrations render the Licensed Materials substantially less useful to the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement.
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- 7.20 If any such withdrawal renders the Licensed Materials less useful to the Participating Institutions or the Authorized Users (this means more than 15% of the content), the Distributor shall reimburse the Licensee for the withdrawal in an amount proportional to the Fee. If any such withdrawal renders the Licensed Materials substantially less useful to the Licensee, the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement.
- 7.21 <u>Itemized Holdings/Title List.</u> Prior to the beginning of every calendar year, the Distributor or the Publisher will provide the Licensee with the current itemized holdings report that will specify the titles included in the Licensed Materials for the next Subscription Period (as specified in Section 9.3 of this Agreement). The Distributor shall ensure that the Publisher will use reasonable efforts to update itemized holdings reports as soon as is practicable when the holdings information changes, and will provide this information to the Discovery Service System in a timely manner and to the Licensee on request. This information may also be provided by means of a Publisher's website. If the Licensed Materials include content covered by the NISO Knowledge Bases And Related Tools (KBART) Recommended Practice,¹ the Distributor or the Publisher will use reasonable efforts to provide itemized holdings lists for the Licensed Materials in a KBART-compliant format, including a column/field for dates (YYYY-MM) of additions.

¹ <u>http://www.niso.org/workrooms/kbart</u>

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- 7.23 Neither the Distributor nor the Publisher shall provide the Licensee's usage statistics in any form to any third party without the Licensee's prior written consent, unless the third party owns rights in the Licensed Materials; in such case the Distributor shall ensure that the usage statistics will not be provided to any other third party. The Distributor shall not provide and shall ensure that the Publisher will also not provide usage statistics of any Participating Institution in any form to any third party (with the exception of the Licensee) without the Participating Institution's prior written consent, unless the third party owns rights in the Licensed Materials. In all cases, the disclosure of such data shall fully protect the anonymity of individual users and the confidentiality of their searches, and will comply with all applicable privacy legislation. Neither the Distributor nor the Publisher shall disclose or sell to any third party usage data or information about the Licensee, any Participating Institution or the Authorized Users without the Licensee's and/or the relevant Participating Institution's prior written consent or unless specifically required by law.
- 7.24 <u>Confidentiality of Personally Identifiable Information (Personal Data).</u> The Distributor agrees and is obliged to ensure that the Publisher will agree and ensure that no personally identifiable information (personal data), including but not limited to log-ins recorded in system logs, IP addresses of patrons accessing the system, saved searches, any identification data, usernames and passwords, will be shared with third parties, except in cases required or allowed by the applicable law, particularly by the Data Protection Law (as specified in Section 16.1 of this Agreement). If the Distributor or the Publisher is compelled by law or court order to disclose personally identifiable information (personal data) of the Authorized Users or patterns of use, the Distributor shall provide the Licensee with adequate prior written notice as soon as is practicable, so that the Licensee, the Participating Institution or the Authorized Users may seek protective orders or other remedies. The Distributor or the Publisher's systems are breached and the confidentiality of personally identifiable information (personal data) is compromised.
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² <u>http://www.projectcounter.org/code_practice.html</u>

³ http://www.niso.org/workrooms/sushi/

management ("**DRM**") technology to control the access to or usage of the Licensed Materials, the Distributor will provide or shall ensure that the Publisher will provide the Licensee with a description of the technical specifications of the DRM and how it impacts access to or usage of the Licensed Materials. In no event may such DRM technology be used in a way that would limit the usage rights of the Participating Institution or any Authorized User as specified in this Agreement or under applicable law. If the use of DRM renders the Licensed Materials substantially less useful to the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement.

- 7.26 <u>Use of Digital Watermarking Technology.</u> In the event that either the Distributor or the Publisher utilizes any type of watermarking technology for any element of the Licensed Materials, the watermarks may not reduce the readability of the content or degrade image quality. Such watermarks shall not contain user-related information, including but not limited to an account number, IP address, and usernames. If digital watermarking technology is implemented, the Distributor will notify or shall ensure that the Publisher will notify the Licensee at least thirty (30) days in advance of such implementation, and provide the technical specifications for the watermarking technology used. If the use of the watermarking technology renders the Licensed Materials substantially less useful to the Licensee, the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement.
- 7.27 Interoperability with Prevailing Web Browsers. The Distributor shall ensure that the Publisher will use reasonable efforts to ensure that the Licensed Materials are accessible and interoperable with prevailing web browsers and internet access tools, including, at a minimum, the most recent two major versions (current version and one version prior) and all the associated releases for those versions.
- 7.28 **Branding.** If commercially possible, the Distributor will allow and shall ensure that the Publisher will allow the Licensee and the Participating Institutions to brand the Publisher's platform with the name of the Licensee and/or the Participating Institutions Sites' at the Licensee's or the Participating Institutions' own discretion.
- 7.29 MARC Records. When applicable to the Licensed Materials, at the Licensee's request, the Distributor shall provide or shall ensure that the Publisher will provide full OCLC-quality batched sets of MARC records incorporating Licensee specifications at no additional cost by the date of the execution of this Agreement. Updates to existing records and new title records, matching the schedule of release and delivery of new publications, will be provided on a mutually agreed-upon schedule and in a format that renders them useful to the Licensee and/or the Participating Institutions. Such records may be provided by means of the Publisher's online service.
- 7.30 Open Access Option. The Distributor undertakes and shall ensure that the Publisher will also undertake to keep the Licensee informed of any alternative business models during the term of this Agreement, including but not limited to business models taking into account both journal subscriptions and Article Processing Charges for Open Access publishing in so-called hybrid journals. Should

the Licensee agree to switch to any such alternative business model, the Parties will formalize the new business model by concluding a separate contract or a respective addendum to this Agreement.

7.31 The Distributor recognizes and acknowledges that a new Directive on Copyright in the Digital Single Market⁴ has been adopted by the European Union which implements direct statutory authorizations of research organizations to open access and to employ data mining techniques to materials to which they have lawful access. The Directive provides that these rights may not be contractually excluded. The Member States of the European Union will implement this Directive into their national legal orders. The Distributor therefore agrees, once the rules in this Directive become effective, to renegotiate this Agreement to the necessary extent (if necessary). This shall also apply in case of any other obligatory statutory changes.

8. Licensee Performance Obligations

- 8.1 <u>License Terms Notification.</u> The Licensee shall secure that the Participating Institutions will use reasonable efforts to provide the Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement.
- 8.2 **Protection from Unauthorized Use.** The Licensee shall secure that the Participating Institutions will use reasonable efforts to restrict access to the Licensed Materials to the Authorized Users in the case of their unauthorized use of the Licensed Materials.
- 8.3 <u>Maintaining Confidentiality of Access Passwords.</u> Where access to the Licensed Materials is to be controlled by the use of passwords, the Licensee shall secure that the Participating Institutions will use reasonable efforts to inform the Authorized Users that they should not divulge their numbers and passwords to any third party. The Licensee shall secure that the Participating Institutions will use reasonable efforts to maintain the confidentiality of any institutional passwords provided by the Distributor or the Publisher.
- 8.4 The Licensee shall use all reasonable efforts to ensure that the Participating Institutions will comply with the terms of this Agreement and will use the Licensed Materials in accordance with the license terms set out in this Agreement and will observe proper fulfilment of the requirements set out in this Agreement. The Licensee shall use all reasonable efforts to ensure that the Participating Institutions will ensure that the Authorized Users only use the Licensed Materials in accordance with the license terms set out in this Agreement.

⁴ Directive of the European Parliament and of the Council on copyright in the Digital Single Market No. (EU) 2019/790.

9. Term

- 9.1 This Agreement shall become valid on the date of its execution by both of the Parties. This Agreement shall take effect on the date of its publication in the Czech Register of Contracts ("Effective Date").
- 9.2 This Agreement shall be in effect from the Effective Date through the expiration date as set out in Appendix A unless terminated earlier in accordance with Section 11 of this Agreement.
- 9.3 By a Subscription Period shall be for the purpose of this Agreement understood a calendar year (1 January – 31 December), unless specified differently in Appendix A.

10. Renewal

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11. Early Termination

- 11.1 Early Termination for Financial Hardship. The Licensee may terminate this Agreement, even partially with respect to particular Participating Institution or Participating Institutions, without penalty as of 31 December 2023 and subsequently every potential 31 December of the following Subscription Period if (i) sufficient content acquisitions funds are not allocated, or (ii) content acquisition funds are withdrawn or reduced, or (iii) the relevant Participating Institution does not have sufficient funds to participate, to enable the Licensee and/or Participating Institutions, in the exercise of its reasonable administrative discretion, to continue this Agreement. In the event of such financial circumstances, the Licensee will notify the Distributor of the intent to terminate this Agreement or partially terminate this Agreement at least ninety (90) days before the end of the respective Subscription Period. This Agreement shall terminate in the selected extent on the last day of the respective Subscription Period without penalty of expense to the Licensee of any kind whatsoever, except as to the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available. In the event of such termination of this Agreement, the Licensee and Participating Institutions shall maintain their perpetual right (where applicable) to the Licensed Materials under fully paid Subscription Periods, subject to Section 12 of this Agreement.
- 11.2 <u>Termination for a Material Breach.</u> Each Party shall notify the breaching Party of a material breach of this Agreement in writing with a detailed description of the breach. The breaching Party shall have sixty (60) days from the receipt of such notice to use all reasonable means to cure this alleged material breach and to notify the non-breaching Party in writing that a cure has been effected. If the material breach is not

cured within the sixty (60)-day period, the non-breaching Party shall have the right to terminate this Agreement with a written notice, however, if such material breach would concern or relate merely a certain Participating Institution or Participating Institutions, the Distributor has the right to terminate this Agreement only partially with respect to this or these Participating Institutions. Termination of this Agreement is effective immediately by the date of delivery of such a notice. The obligation of the Parties to also remedy any other breach shall not be affected by this provision.

- 11.3 <u>Termination of Access.</u> Upon termination of this Agreement, the Distributor or the Publisher may terminate access to the Licensed Materials by the Licensee, the Participating Institutions and the Authorized Users (in case of a partial termination of this Agreement only with respect to the particular Participating Institution and their Authorized Users), subject to Section 12 of this Agreement. In addition, authorized copies of the Licensed Materials made by the Authorized Users may be retained for educational purposes and used subject to the terms of this Agreement even after the termination of this Agreement.
- 11.4 <u>**Refunds.**</u> In the event of early termination pursuant to this Agreement, except for termination for a material breach by the Licensee pursuant to Section 11.2 of this Agreement, the Licensee shall be entitled to a refund of any Fee or pro-rata portion thereof paid by the Licensee for any remaining period of this Agreement calculated from the date of termination.

12. Perpetual Rights

12.1 **Perpetual License.** Notwithstanding anything else in this Agreement, the Distributor grants or shall ensure that the Publisher will grant to the Licensee and the Participating Institutions a non-exclusive, royalty-free, system-wide perpetual license, or if perpetual is not objectively possible under the applicable law then to the maximum extent permissible under applicable law, limited to the territory of the Czech Republic to use any Licensed Materials that were subscribed to or for which a perpetual license fee has been paid during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, all of which shall survive any termination of this Agreement. The means by which the Licensee and/or Participating Institutions shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement. If the Publisher's means of access is not available, the Licensee and/or the Participating Institutions may provide substantially equivalent access to the Licensed Materials by use of an archival copy or by engaging the services of third-party trusted archives (such as Portico) and/or participating in collaborative archiving endeavors to exercise such perpetual rights. For clarification, only the Participating Institutions are granted perpetual access to the portion of the Licensed Materials which was published and paid for during the Subscription Term.

Note: This paragraph applies only to the Licensed Materials which are perpetual, so it is obligatory only for e-journals and e-books with permanent license – in contrast to factual, citation or similar databases and e-resources.

- 12.2 <u>Archival Copy.</u> BioOne perpetual access is delivered at no additional cost via the Publisher's platform and secure digital preservation archiving/backup is provided through Portico and LOCKSS.
- 12.3 In the event the Distributor or Publisher discontinues or suspends selling or licensing the Licensed Materials, the Licensee, Participating Institutions and Authorized Users may use such archived Licensed Materials under the same terms as defined by this Agreement. If the Licensee has a backup copy of the Licensed Materials as defined in Section 4.3(e) of this Agreement, the backup copy may be used as an archival copy.
- 12.4 <u>Third-Party Archiving Services.</u> The Distributor and the Licensee acknowledge, and the Distributor shall ensure that the Publisher will also acknowledge, that either Party may engage the services of third-party trusted archives and/or participate in collaborative archiving endeavors to exercise the Licensee's rights under this section of this Agreement. The Distributor agrees to cooperate and ensure that the Publisher will also cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Materials available for archiving purposes. The Licensee and/or Participating Institutions may perpetually use a third-party trusted system or collaborative archive to access or store the Licensed Materials, so long as the Licensee's and Participating Institutions' use is compliant with the terms of this Agreement.
- 12.5 In the event the Distributor or Publisher discontinues or changes the terms of their participation in a third-party archiving service, they shall notify the Licensee in advance, and shall in good faith seek to establish alternative arrangements for trusted archiving and perpetual access to the Licensed Materials.

13. Warranties

- 13.1 The Distributor represents and warrants that it has, together with the Publisher, all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee that could further authorize the Participating Institutions and their Authorized Users to use the Licensed Materials for the purposes and terms set out in this Agreement, and that the use of the Licensed Materials in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party. The Distributor represents and warrants that it is authorized together with the Publisher to fulfill any and all of its obligations set out in this Agreement and that its contractual or other relationship with the Publisher allows it to fulfill these obligations.
- 13.2 Intentionally omitted.
- 13.3 <u>Accessibility Requirements.</u> The Distributor represents and warrants that the Licensed Materials comply with the Distributor's and the Publisher's country of origin laws and regulations and conform to the international accessibility requirements of

Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.0 at level AA. The Distributor shall also promptly respond to and resolve any complaint regarding accessibility of the Licensed Materials and ensure that necessary measures are taken by the Publisher, if necessary.⁵

14. Limitations on Warranties

- 14.1 Notwithstanding anything else in this Agreement, neither Party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, that arises from the use of the Licensed Materials, or the incompetence of the Authorized Users to properly use the Licensed Materials.
- 14.2 The Distributor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any of the Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.
- 14.3 Except for the express warranties stated elsewhere in this Agreement, the Distributor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability, or fitness for a particular purpose.

15. Indemnities

15.1 The Distributor shall indemnify and hold harmless the Licensee, the Participating Institutions and Authorized Users from and against any and all liabilities, losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from actual or alleged infringement of any third-party intellectual property rights regarding the use of the Licensed Materials by the Licensee or any Participating Institution or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This Section shall survive the termination of this Agreement.

16. Data Protection

16.1 For the purpose of this Agreement, Data Protection Law shall mean the General Data Protection Regulation (EU) 2016/679 (the "Regulation") and the European Privacy and Electronic Communications Directive (Directive 2002/58/EC), as amended or replaced from time to time, and the terms "personal data", "processing",

⁵ <u>http://www.w3.org/WAI/guid-tech.html</u>

"processor", "controller", "personal data breach", "data subject" and "supervisory authority" shall all have the meanings ascribed to them under the applicable Data Protection Law.

- 16.2 Without any prejudice to Section 4.2(c) of this Agreement, if any personal data is processed under this Agreement by either Party or by the Publisher, the Parties agree that each Party, including the Publisher, shall act as a data controller for the purposes of Data Protection Law, unless such arrangement would be contrary to the Data Protection Law. Each Party, including the Publisher, shall (i) only process personal data in compliance with, and shall not cause itself or the other Party or the Publisher to be in breach of Data Protection Law and (ii) act reasonably in providing such information and assistance as the other Party may reasonably request to enable it to comply with its obligations under Data Protection Law.
- 16.3 Each Party will notify the other Party or the Publisher without undue delay if it becomes aware of a personal data breach relating to the processing of personal data in connection with this Agreement and shall act reasonably in co-operating with the other Party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the personal data breach.
- 16.4 If either Party receives any communication from any supervisory authority relating to the processing or personal data in connection with this Agreement, it shall (i) provide the other Party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other Party in respect of any response to the same.

17. Assignment and Transfer

17.1 Neither Party may assign, transfer or novate, directly or indirectly, any or all of its rights or obligations under this Agreement without the prior written consent of the other Party, except as otherwise stipulated herein. Neither Party may unreasonably withhold or delay such written consent.

18. Governing Law

18.1 This Agreement and all matters arising from or in connection hereto shall be interpreted and construed according to, and governed by, the laws of the Czech Republic, in particular by Act No. 89/2012 Coll., the Civil Code, as amended.

19. Dispute Resolution & Venue

19.1 In the event of any dispute or controversy arising out of or relating to this Agreement, the Parties agree to exercise good faith to resolve the dispute amicably and as soon as possible. In the event that the Parties fail to settle the dispute amicably within thirty (30) days, they shall submit the dispute to informal mediation, as further described below in this paragraph. The Parties shall continue to perform their

respective obligations under this Agreement, unless such performance would be objectively hindered due to the existing dispute. The Party invoking mediation shall inform the other Party with a written notice of its decision to seek informal mediation, and the notice must include a description of the subject to the dispute and a proposed resolution thereof. Designated representatives of both Parties shall attempt to resolve the dispute within five (5) working days starting from the day after the delivery of such notice to the other Party. If the designated representatives cannot resolve the dispute, the Parties shall meet at a mutually agreed location and discuss the dispute and their respective proposals for resolution while being represented by their responsible executives, who shall act in good faith to resolve the dispute.

19.2 If the dispute is not resolved within thirty (30) days of the meeting among the Parties' executives, either Party may pursue legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in a state court of competent jurisdiction, situated in Prague, Czech Republic. During such court action, the Parties shall continue to perform their respective obligations under this Agreement unless such performance would be objectively hindered due to the existing dispute.

20. Force Majeure

20.1 Neither Party shall be liable for any damage or have the right to terminate this Agreement for any delay or default in performing its duties hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of Nature, government restrictions (including the denial or cancellation of any export or other necessary license), wars, acts of terrorism, insurrections, labor strikes or other work stoppages, and/or any other cause beyond the reasonable control of the Party whose performance is affected. Upon the occurrence of such event of force majeure, the Party affected shall promptly notify the other Party in writing setting forth the details of the occurrence of the force majeure event, its expected duration and how that Party's performance may be affected. The affected Party shall resume the performance of its duties as soon as practicable after the force majeure event ceases.

21. Entire Agreement

21.1 This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. For the avoidance of doubt, additional terms and conditions as defined in Section 7.7 of this Agreement shall not modify the terms of this Agreement.

22. Amendment

22.1 No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of the Parties.

22.2 The Licensee, in compliance with Section 100(1) of Act no. 134/2016 Sb. on public procurement, as amended, reserves the right to change the commitment under this Agreement, which entails a change in the number of licenses, i.e. an increase in the number of licenses, for the purpose of accommodating additional Potential Participating Institutions as the authorizing contracting authorities with whom the Licensee has entered into a central procurement agreement and a list of which is attached as Appendix B. This reservation will be effected, as the case may be, by means of an amendment to this Agreement based on the interest of Potential Participating Institutions mentioned in the preceding sentence to receive performance under this Agreement. The Parties may include the price for the licenses for these Potential Participating Institutions in the Appendix B.

23. Severability

23.1 If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall replace the invalid, illegal or unenforceable provision with a new provision to achieve the same or, if not possible, the closest possible effect to that of the original invalid, illegal or unenforceable provision and this Agreement as a whole.

24. Waiver of Contractual Right

24.1 Waiver of any right, power or remedy herein shall not be deemed a waiver of any other right, power or remedy herein, nor shall waiver of any right, power or remedy regarding a breach of this Agreement be construed as a continuing waiver of any right, power or remedy regarding other breaches of the same or other provisions of this Agreement.

25. Notices

- 25.1 All notifications, invitations, information, legal acts and other communications ("**Notices**") made in the matters of and under this Agreement must be made in writing, the written form being retained if Notices are delivered by e-mail.
- 25.2 Notices regarding the damages, penalties, debts, contacts and this Agreement as such (for example, the notification about breach or termination) must be delivered in person, by registered post or courier service. Notices delivered personally or by courier service shall be deemed received at the time of receipt or refusal of their receipt. Notices served by registered mail will be presumed delivered on the third (3rd) business day following their proven posting if the delivery address is in the Czech Republic, and on the fifteenth (15th) day if the delivery address is outside the Czech Republic.

- 25.3 Either Party may from time to time change its delivery address by written Notice to the other Party. Such change is effective from the delivery of such Notice.
- 25.4 If to the Distributor:
 - Distributor:
 - Address of Distributor:
 - City of Distributor
 - Country of Distributor:
 - Postal Code of Distributor: <u>110 00</u>
 - E-mail:

Albertina icome Praha s.r.o. Štěpánská 16, Praha 1 Czech Republic

- 25.5 If to the Licensee:
 - Licensing contact:
 - Address of Licensee:

Head of Licensing Unit CzechELib National Library of Technology Technická 2710/6, 160 80 Praha 6 – Dejvice Czech Republic

• E-mail:

26. Execution

- 26.1 This Agreement itself shall be signed by the authorized signatory of the Distributor and the Licensee.
- 26.2 This Agreement is executed in electronic version and each Party receives one electronic counterpart.
- 26.3 The Parties agree that electronically signed versions of this originally executed Agreement are acceptable in lieu of printed signed copies and are to be given full force and effect under the law and each Party declares that the electronic execution is valid and effective in the jurisdiction the Party executes this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective, duly authorized representatives.

Statutory Representative Albertina icome Praha s.r.o. Štěpánská 16 110 00 Praha 1 E-mail: vladimir.karen@aip.cz

Director of National Library of Technology Technická 2710/6 160 80 Praha 6 – Dejvice Czech Republic

Appendix A: Business Terms

Licensed Materials:

•

- Name: **BioOne Complete**
- Number of titles, if applicable: see Appendix D •
- Dates covered, if applicable: see Appendix D
- **Description:** BioOne Complete is a full-text database of more • than 200 high quality, subscribed and open-access titles focused in the biological, ecological, and environmental sciences. For more details please see http://www.bioone.org/page/about

Agreement Term: Effective Date – 31 December 2025

Access Conditions: Unlimited simultaneous user system-wide perpetual access

Authentication: IP authentication (See Appendix C for IP addresses)

Fees and Negotiated Discounts:

- Total Fee 2023-2025: 158,609.60 U.S. dollars (exclusive of VAT)
- License Fee / year:
 - 2023: 2024: 2025:
- Ongoing Fees, e.g. access fee, if any; indicate any waived fees N/A
- One-time Fees; indicated any waived fees N/A

Payment Terms:

1. The Fee shall be paid to the Distributor's bank account no.:

Any change of the bank account shall be notified to the Licensee without undue delay. The notice shall be signed by the authorized representative and will become effective upon its delivery to the Licensee.

- 2. The Fee for the Licensed Materials shall be paid annually for each commenced calendar year of the duration of this Agreement in the amount set forth therein. The Parties expressly state that the Fee for the year 2023 shall be paid in the whole amount, regardless of the beginning of this Agreements' effectiveness.
- 3. All the prices (Fee) under this Agreement are set forth as final, unchangeable and the maximum allowable and cover and include all activities relating to the performance under this Agreement. The Distributor may not charge any additional

costs or expenses to the Licensee. The value added tax shall be added to all the prices (Fee) under this Agreement in the value prescribed by the law.

- 4. The Fee for each commenced calendar year of the duration of this Agreement shall be paid in two (2) partial payments within one invoice issued at the earliest at the beginning of the calendar year to which the fees relate with the following maturity:
 - Max 50% on 15 March of the given year for which the Licensed Materials are paid (maturity of the first partial payment);
 - Max 50% on 15 May of the given year for which the Licensed Materials are paid (maturity of the second partial payment);
 - The above-mentioned maturities are applicable only if the invoice (all the invoices) is delivered to the Licensee no later than fifteen (15) days before the stated maturity of the first partial payment, i.e. by the end of February of the given year;
 - If the invoice is delivered later, at the latest within fifteen (15) days prior to the due date of the second partial payment, i.e. in the term beginning from 1 March to 30 April of the given year, the due date of the first partial payment shall be within fifteen (15) days from the date of the provable invoice delivery. The maturity of the second partial payment remains unaffected;
 - If the invoice is delivered later, the due date of both partial payments shall be within fifteen (15) days of the provable invoice delivery date.
- 5. The invoice shall be issued in the currency specified in this Agreement. In the event that there are multiple currencies specified in this Agreement for each Licensed Material, the Distributor shall issue at least the number of invoices corresponding to the number of currencies. The foreign currency on the invoice(s) shall also be converted into Czech crowns according to the Czech National Bank exchange rate (www.cnb.cz) valid as at the date of the taxable transaction.
- 6. Invoice the tax document shall contain all the requisites of a tax document. The invoice shall contain all the requisites set forth by the applicable legislation, especially Act No. 235/2004 Coll., VAT Act, as amended ("VAT Act"). The invoice shall be delivered to the Licensee either originally or electronically to the e-mail address for the transmission of transmission of transmission of the transmission of tr
- 7. If the invoice does not contain the requisites set forth in this Agreement or by the applicable legislation or these are incorrect or incomplete, the Licensee is entitled to return such invoice to the Distributor for completion/correction. In such case, the term of payment shall be interrupted and the new term of payment shall run from the provable corrected invoice delivery date to the Licensee and pursuant to the rules set forth above. The procedure under the previous sentence may also be repeated. The Distributor shall correct the invoice in each case within 15 days as of written notification by the Licensee on incorrect or incomplete invoice. Denial of

monetary performance and the related return of an invoice in accordance with this paragraph do not constitute a default in the payment by the Licensee.

- 8. Fulfillment of any financial duty associated with performance under this Agreement shall be understood as the moment of debiting the full amount from the bank account of the Party.
- 9. The Distributor is not entitled to require any advance payments under this Agreement.
- 10. Each Party shall bear its own costs in connection with this Agreement. The bank fees for the bank transfer are shared between the Parties.
- 11. The Distributor declares that it is a VAT payer and that is not an unreliable VAT payer within the meaning of the Section 106a of the VAT Act. In the event that the tax administrator starts a procedure that the Distributor is an unreliable VAT payer, the Distributor undertakes to notify such fact to the Licensee in writing without undue delay.
- 12. The Distributor further declares that it fulfills all the conditions set forth in the Section 109 of the VAT Act, i.e. that it has not breached any obligation under the VAT Act which could lead to the liability of the Licensee for the unpaid tax under the Section 109 of the VAT Act. The Distributor undertakes that if there is a threat or even a breach of any Distributor's obligation that could lead to the liability of the Distributor for an unpaid tax, it shall notify such fact in writing to the Licensee without undue delay.
- 13. Any payments made under this Agreement in favor of the Distributor shall be made to the Distributor's bank account, which is registered with the tax authority within the meaning of the Section 109 of the VAT Act, which the Distributor confirms. In the event that the Distributor becomes an unreliable VAT payer under the preceding paragraphs or there is a threat that the Distributor will become an unreliable VAT payer under the preceding paragraphs, or the Distributor's account shall not be registered with the tax administrator, or in the event that the Licensee is aware of the facts decisive for the legal liability of the Licensee for the payment of VAT within the meaning of Section 109 of the VAT Act, the Distributor expressly agrees that the VAT from the Fee under this Agreement shall be paid directly to the tax administrator's account in accordance with the applicable legislation.

The Distributor takes on the risk of a change in circumstances under Section 1765 (1) of Act No. 89/2012 Coll., the Civil Code, as amended.

Add-on Products and Negotiated Discounts: not relevant

Appendix B: Participating Institutions, Potential Participating Institutions and Fees

Information concerning the fees of the individual Participating Institutions and Potential Participating Institutions contained in this Appendix B is considered business secret pursuant to the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, as amended, and are not to be disclosed in the Register of Contracts in accordance with the provisions of Section 3, Paragraph 1 and Paragraph 2 letter b) of Act No. 340/2015 Coll.

The Parties acknowledge that the Licensee is obliged by law to subsequently disclose in the Register of Contracts the individual agreements on provision of access to the Licensed Materials concluded between the Licensee and each Participating Institution. Corresponding fees for individual licenses will not be disclosed.

Institution - English name	Curr.	Price 2023	Price 2024	Price 2025
Institute of Botany of the CAS	USD			
University of South Bohemia in České Budějovice	USD			
Mendel University in Brno	USD			
University of Ostrava	USD			
Charles University	USD			
Palacky University Olomouc	USD			
Institute of Vertebrate Biology of the CAS	USD			
Total without VAT	USD			

PARTICIPATING INSTITUTIONS

POTENTIAL PARTICIPATING INSTITUTIONS

Fees for potential participating institutions

Institution - English name	Curr.	Price 2023	Price 2024	Price 2025
Biology Centre of the CAS	USD			
Czech University of Life Sciences Prague	USD			

Potential participating (Czech)	Potential participating (English)
Akademie výtvarných umění v Praze	Academy of Fine Arts in Prague
Akademie múzických umění v Praze	Academy of Performing Arts in Prague
Agrotest fyto, s.r.o.	Agrotest Fyto
Astronomický ústav AV ČR, v. v. i.	Astronomical Institute of the CAS
Biologické centrum AV ČR, v. v. i.	Biology Centre of the CAS
Vysoké učení technické v Brně	Brno University of Technology
Fakultní nemocnice Bulovka	Bulovka University Hospital
Středočeská vědecká knihovna v Kladně, příspěvková organizace	Central Bohemian Research Library in Kladno

Centrum pro studium vysokého školství, v. v. i.	Centre for Higher Education Studies
Centrum kardiovaskulární a transplantační chirurgie	
Brno	Centre of Cardiovascular and Transplantation Surgery
CESNET, z.s.p.o.	CESNET
AMBIS vysoká škola, a.s.	College of Regional Development and Banking Institute - AMBIS
Národní pedagogické muzeum a knihovna J. A. Komenského	Comenius National Pedagogical Museum and Library
Výzkumný ústav rostlinné výroby, v. v. i	Crop Research Institute
Česká geologická služba	Czech Geological Survey
Český hydrometeorologický ústav	Czech Hydrometeorological Institute
Grantová agentura České republiky	Czech Science Foundation
České vysoké učení technické v Praze	Czech Technical University in Prague
Česká zemědělská univerzita v Praze	Czech University of Life Sciences Prague
Studijní a vědecká knihovna Plzeňského kraje, příspěvková organizace	Education and Research Library of Pilsener Region
Výzkumný ústav lesního hospodářství a myslivosti, v. v. i.	Forestry and Game Management Research Institute
Krajská knihovna Františka Bartoše ve Zlíně	František Bartoš Regional Library in Zlín
Všeobecná fakultní nemocnice v Praze	General University Hospital in Prague
Ústav výzkumu globální změny AV ČR, v. v. i.	Global Change Research Centre of the CAS
Knihovna města Hradce Králové	Hradec Králové City Library
Institut klinické a experimentální medicíny	Institute for Clinical and Experimental Medicine
Ústav zemědělské ekonomiky a informací	Institute of Agricultural Economics and Information
Ústav analytické chemie AV ČR, v. v. i.	Institute of Analytical Chemistry of the CAS
Ústav živočišné fyziologie a genetiky AV ČR,v. v. i.	Institute of Animal Physiology and Genetics of the CAS
Výzkumný ústav živočišné výroby, v. v. i.	Institute of Animal Science
Ústav fyziky atmosféry AV ČR, v. v. i.	Institute of Atmospheric Physics of the CAS
Biofyzikální ústav AV ČR, v. v. i.	Institute of Biophysics of the CAS
Biotechnologický ústav AV ČR, v. v. i.	Institute of Biotechnology of the CAS
Ústav chemických procesů AV ČR, v. v. i.	Institute of Chemical Process Fundamentals of the CAS
Ústav informatiky AV ČR, v. v. i.	Institute of Computer Science of the CAS
Ústav experimentální botaniky AV ČR, v. v. i.	Institute of Experimental Botany of the CAS
Ústav experimentální medicíny AV ČR, v. v. i.	Institute of Experimental Medicine of the CAS
Geologický ústav AV ČR, v. v. i.	Institute of Geology of the CAS
Ústav geoniky AV ČR, v. v. i.	Institute of Geonics of the CAS
Geofyzikální ústav AV ČR, v. v. i.	Institute of Geophysics of the CAS
Ústav hematologie a krevní transfuze	Institute of Hematology and Blood Transfusion
Ústav pro hydrodynamiku AV ČR, v. v. i.	Institute of Hydrodynamics of the CAS
Ústav teorie informace a automatizace AV ČR, v. v. i.	Institute of Information Theory and Automation of the CAS
Ústav anorganické chemie AV ČR, v. v. i.	Institute of Inorganic Chemistry of the CAS
Ústav mezinárodních vztahů, v. v. i.	Institute of International Relations Prague
Ústav makromolekulární chemie AV ČR, v. v. i.	Institute of Macromolecular Chemistry of the CAS
Matematický ústav AV ČR, v. v. i.	Institute of Mathematics of the CAS

Mikrobiologický ústav AV ČR, v. v. i.	Institute of Microbiology of the CAS, v. v. i.		
Ústav molekulární genetiky AV ČR, v. v. i.	Institute of Molecular Genetics of the CAS		
	Institute of Organic Chemistry and Biochemistry of the		
Ústav organické chemie a biochemie AV ČR, v. v. i.	CAS		
Ústav fotoniky a elektroniky AV ČR, v. v. i.	Institute of Photonics and Electronics of the CAS		
Ústav fyziky materiálů AV ČR, v. v. i.	Institute of Physics of Materials of the CAS		
Fyzikální ústav AV ČR, v. v. i.	Institute of Physics of the CAS		
Fyziologický ústav AV ČR, v. v. i.	Institute of Physiology of the CAS		
Ústav fyziky plazmatu AV ČR, v. v. i.	Institute of Plasma Physics of the CAS		
Psychologický ústav AV ČR, v. v. i.	Institute of Psychology of the CAS		
Ústav struktury a mechaniky hornin AV ČR, v. v. i.	Institute of Rock Structure and Mechanics of the CAS		
Ústav přístrojové techniky AV ČR, v. v. i.	Institute of Scientific Instruments of the CAS		
Sociologický ústav AV ČR, v. v. i.	Institute of Sociology of the CAS		
Vysoká škola technická a ekonomická v Českých Budějovicích	Institute of Technology and Business in České Budějovice		
Ústav teoretické a aplikované mechaniky AV ČR, v. v. i.	Institute of Theoretical and Applied Mechanics of the CAS		
Ústav termomechaniky AV ČR, v. v. i.	Institute of Thermomechanics of the CAS		
Ústav fyzikální chemie J. Heyrovského AV ČR, v. v. i.	J. Heyrovsky Institute of Physical Chemistry of the CAS		
Univerzita Jana Amose Komenského Praha s.r.o.	Jan Amos Komenský University Prague		
Univerzita Jana Evangelisty Purkyně v Ústí nad Labem	Jan Evangelista Purkyně University in Ústí nad Labem		
Janáčkova akademie múzických umění	Janáček Academy of Music and Performing Arts		
Knihovna AV ČR, v. v. i.	Library of the Czech Academy of Sciences		
Masarykův onkologický ústav	Masaryk Memorial Cancer Institute		
Masarykova univerzita	Masaryk University		
Metropolitní univerzita Praha, o.p.s.	Metropolitan University Prague		
Moravská zemská knihovna v Brně	Moravian Library in Brno		
Moravskoslezská vědecká knihovna v Ostravě, příspěvková organizace	Moravian-Silesian Research Library in Ostrava		
Fakultní nemocnice v Motole	Motol University Hospital		
Městská knihovna v Praze	Municipal Library of Prague		
Západočeské muzeum v Plzni	Museum of West Bohemia		
Nemocnice Na Homolce	Na Homolce Hospital		
Národní filmový archiv	National Film Archive		
Národní galerie v Praze	National Gallery Prague		
Státní zdravotní ústav	National Institute of Public Health		
Národní technická knihovna	National Library of Technology		
Národní knihovna České republiky, státní příspěvková organizace zřízená Ministerstvem kultury	National Library of the Czech Republic		
Národní lékařská knihovna	National Medical Library		
Národní muzeum	National Museum		
Severočeská vědecká knihovna v Ústí nad Labem	North Bohemian Research Library in Ústí nad Labem		
Ústav jaderné fyziky AV ČR, v. v. i.	Nuclear Physics Institute of the CAS		
Výzkumný ústav bezpečnosti práce, v. v. i NIVOS	Occupational Safety Research Institute – NIVOS		

Úřad vlády České republiky	Office of the Government of the Czech Republic		
Vědecká knihovna v Olomouci	Olomouc Research Library		
Orientální ústav AV ČR, v. v. i.	Oriental Institute of the Czech Academy of Sciences		
Krajská knihovna v Pardubicích	Pardubice Regional Library		
Policejní akademie České republiky v Praze	Police Academy of the Czech Republic in Prague		
Výzkumný ústav bramborářský Havlíčkův Brod, s.r.o.	Potato Research Institute Havlíčkův Brod		
Vysoká škola PRIGO, z.ú.	PRIGO University		
Krajská vědecká knihovna v Liberci, příspěvková organizace	Regional Research Library in Liberec		
Výzkumný a šlechtitelský ústav ovocnářský Holovousy s.r.o.	Research and Breeding Institute of Pomology Holovousy		
Centrum výzkumu Řež s.r.o.	Research Centre Řež		
Studijní a vědecká knihovna v Hradci Králové	Research Library in Hradec Králové		
Jihočeská vědecká knihovna v Českých Budějovicích	Research Library of South Bohemia in České Budějovice		
Slezská univerzita v Opavě	Silesian University in Opava		
Výzkumný ústav Silva Taroucy pro krajinu a okrasné zahradnictví, v. v. i.	Silva Tarouca Research Institute for Landscape and Ornamental Gardening		
ŠKODA AUTO VYSOKÁ ŠKOLA o.p.s.	ŠKODA AUTO University		
Fakultní nemocnice u sv. Anny v Brně	St. Anne's University Hospital Brno		
Výzkumný ústav vodohospodářský T. G. Masaryka, v. v. i.	T. G. Masaryk Water Research Institute		
Technická univerzita v Liberci	Technical University of Liberec		
Vysoká škola báňská - Technická univerzita Ostrava	Technical University of Ostrava		
The Extreme Light Infrastructure ERIC	The Extreme Light Infrastructure ERIC		
Univerzita Tomáše Bati ve Zlíně	Tomas Bata University in Zlín		
Centrum dopravního výzkumu, v. v. i.	Transport Research Centre		
Fakultní nemocnice Brno	University Hospital Brno		
Fakultní nemocnice Hradec Králové	University Hospital Hradec Králové		
Fakultní nemocnice Ostrava	University Hospital in Ostrava		
Fakultní nemocnice Plzeň	University Hospital in Pilsen		
Fakultní nemocnice Olomouc	University Hospital Olomouc		
Vysoká škola chemicko-technologická v Praze	University of Chemistry and Technology, Prague		
Univerzita obrany	University of Defence		
Vysoká škola ekonomická v Praze	University of Economics, Prague		
Vysoká škola finanční a správní, a.s.	University of Finance and Administration		
Univerzita Hradec Králové	University of Hradec Králové		
Univerzita Pardubice	University of Pardubice		
Veterinární univerzita Brno	University of Veterinary Sciences Brno		
Západočeská univerzita v Plzni	University of West Bohemia		
Výzkumný ústav veterinárního lékařství, v. v. i.	Veterinary Research Institute		
Krajská knihovna Vysočiny	Vysočina Regional Library		

Appendix C: IP Addresses of Participating Institutions

Instituce	Institution	IP addresses
		IPv4:
		147.231.110.1-147.231.110.254
		147.231.248.1/255.255.255.128
Botanický ústav AV ČR, v. v. i.	Institute of Botany of the CAS	147.231.201.84
Jihočeská univerzita v Českých	University of South Bohemia in	IPv4:
Budějovicích	České Budějovice	160.217.0.0-160.217.255.255
		IPv4: 195.178.72.0-195.178.72.255
		195.178.73.0-195.178.73.255
		195.178.74.0-195.178.74.255
		195.178.75.0-195.178.75.255
		195.178.76.0-195.178.76.255
		195.178.77.0-195.178.77.255
		195.178.78.0-195.178.78.255
		195.178.79.0-195.178.79.255
		195.178.80.0-195.178.80.255
		195.113.143.0-195.113.143.255
		195.113.174.32-195.113.174.63
		195.113.194.0-195.113.194.255
		195.113.195.0-195.113.195.255
		195.113.204.0-195.113.204.255
		195.113.215.0-195.113.215.255
		195.113.216.0-195.113.216.255 195.113.217.0-195.113.217.255
		195.113.217.0-195.113.217.255
		195.113.239.0-195.113.239.255
Mendelova univerzita v Brně	Mendel University in Brno	78.128.147.0-78.128.147.255
		IPv4:
		195.113.102.0-195.113.112.127
		78.128.128.0-78.128.146.255
		195.113.209.36-195.113.209.39
Ostravská univerzita	University of Ostrava	195.113.209.56-195.113.209.63

		1
		IPv4:
		78.128.160.0-78.128.209.127
		78.128.214.66-78.128.214.67
		193.84.55.0-193.84.63.255
		195.113.0.0 - 195.113.63.97
		195.113.63.99 - 195.113.69.255
		195.113.89.0-195.113.93.255
		195.113.114.0-195.113.117.255
		195.113.130.0-195.113.131.255
		195.113.149.132-195.113.149.135
		195.113.149.176-195.113.149.183
		195.113.189.0-195.113.189.255
		195.113.223.0-195.113.223.255
		195.113.229.0-195.113.229.255
		195.113.236.0-195.113.236.255
		195.113.245.0-195.113.245.255
		195.113.187.252-195.113.187.253
		195.113.242.224-195.113.242.231
		78.128.214.96 - 78.128.214.111
		193.84.53.0 - 193.84.53.255
		195.113.180.160 - 195.113.180.167
		195.113.186.128 - 195.113.186.167
		195.113.187.248 - 195.113.187.253
		IPv6:
		2001:718:4::/48
		2001:718:1200:7::/64
		2001:718:1201::/48
		2001:718:1207::/48
		2001:718:1e03::/48
		2001:718:2401::/48
		2001:718:0:4::/64
		2001:718:18::/48
		2001:718:1e00::/48
		2001:718:2400:8001::/64
Univerzita Karlova	Charles University	2001:718:2401::/48
Univerzita Palackého v		IPv4:
Olomouci	Palacky University Olomouc	158.194.0.0-158.194.255.255
		IPv4:
		195.178.81.128-195.178.81.255
		88.83.243.195
Ústav biologie obratlovců AV	Institute of Vertebrate Biology	147.231.193.16/29
ČR, v. v. i.	of the CAS	147.231.216.0/24

Appendix D: Title List 2023

Title	ISSN	e-ISSN	Available on BioOne
Palynology	0191-6122	1558-9188	v. 28 (2004) - current issue
Proceedings of the Academy of Natural Sciences of Philadelphia	0097-3157	1938-5293	v. 151 (2001) - current issue
lournal of Arachnology, The	0161-8202	1937-2396	v. 28 (2000) - current issue
Avian Diseases	0005-2086	1938-4351	v. 46 (2002) - current issue
Avian Diseases Digest	1933-5334	1933-5334	v. 1 (2006) - v. 7 (2012)
Journal of Zoo and Wildlife Medicine	1042-7260	1937-2825	v. 31 (2000) - current issue
Bryologist, The	0007-2745	1938-4378	v. 103 (2000) - current issue
Evansia	0747-9859	2330-9148	v. 24 (2007) - current issue
Entomological News	0013-872X	2162-3236	v. 117 (2006) - current issue
Transactions of the American Entomological Society	0002-8320	2162-3139	v. 132 (2006) - current issue
American Fern Journal	0002-8444	1938-422X	v. 91 (2001) - current issue
Marine and Coastal Fisheries	1942-5120	1942-5120	v. 1 (2009) - v. 8 (2016)
BioScience	0006-3568	1525-3244	v. 50 (2000) - v. 63 (2013)
American Malacological Bulletin	0740-2783	2162-2698	v. 22 (2007) - current issue
Journal of the American Mosquito Control Association	8756-971X	1943-6270	v. 21 (2005) - v. 33 (2017)
American Museum Novitates	0003-0082	1937-352X	n. 3286 (2000) - current issue
Bulletin of the American Museum of Natural History	0003-0090	1937-3546	n. 244 (2000) - current issue
Ornithological Applications	0010-5422	2732-4621	v. 102 (2000) - current issue
Ornithological Monographs	0078-6594	1941-2282	n. 60 (2006) - n. 80 (2014)
Ornithology	0004-8038	2732-4613	v. 117 (2000) - current issue
Photochemistry and Photobiology	0031-8655	1751-1097	v. 71 (2000) - v. 82 (2006)
chthyology and Herpetology	0045-8511	1938-5110	n. 2000 (2000) - current issue
Journal of Mammalogy	0022-2372	1545-1542	v. 81 (2000) - current issue
Mammalian Species	0076-3519	1545-1410	i. 632 (2000) - current issue
Journal of Parasitology, The	0022-3395	1937-2345	v. 86 (2000) - current issue
Arabidopsis Book, The	n/a	1543-8120	v. 1 (2002) - v.2019 (2019)
Systematic Botany	0363-6445	1548-2324	v. 25 (2000) - current issue
Arachnologische Mitteilungen: Arachnology Letters	1018-4171	2199-7233	v. 55 (2018) - current issue
Journal of the Arizona-Nevada Academy of Science	0193-8509	1533-6085	v. 37 (2004) - current issue
Ameghiniana	0002-7014	1851-8044	v. 47 (2010) - current issue
Cryptogamie, Algologie	0181-1568	1776-0984	v. 32 (2011) - current issue
Cryptogamie, Bryologie	1290-0796	1776-0992	v. 32 (2011) - current issue
Cryptogamie, Mycologie	0181-1584	1776-100X	v. 32 (2011) - current issue
Politics and the Life Sciences	0730-9384	1471-5457	v. 23 (2004) - current issue
Biotropica	0006-3606	1744-7429	v. 32 (2000) - v. 36 (2004)
Journal of Avian Medicine and Surgery	1082-6742	1938-2871	v. 14 (2000) - current issue
Journal of Field Ornithology	0273-8570	1557-9263	v. 71 (2000) - v. 76 (2005)
Journal of Herpetological Medicine and Surgery	1529-9651		v. 19 (2009) - current issue
Bios	0005-3155	1943-6289	v. 75 (2004) - current issue
Bulletin of the Biological Society of Washington	0097-0298	1943-6335	v. 13 (2005) - v. 17 (2009)
Proceedings of the Biological Society of Washington	0006-324X	1943-6327	v. 118 (2005) - v. 134 (2021)
Villdenowia	0511-9618	1868-6397	v. 26 (1996) - current issue
Applications in Plant Sciences	1	2168-0450	v. 1 (2013) - v. 5 (2017)
South American Journal of Herpetology	1808-9798	1982-355X	v. 1 (2006) - current issue
Arachnology	2050-9928	2050-9936	v. 14 (2007) - current issue
Bradleya	0265-086X		n. 1 (1983) - current issue
Bulletin of the British Ornithologists' Club	0007-1595	2513-9894	v. 137 (2017) - current issue

Herzogia	0018-0971		v. 23 (2010) - current issue
Cactus and Succulent Journal	0007-9367	1938-288X	v. 77 (2005) - current issue
Haseltonia: Yearbook of the Cactus & Succulent Society	1070-0048	1938-2898	v. 11 (2005) - current issue
Madroño	0024-9637	1943-6297	v. 52 (2005) - current issue
Canadian Journal of Animal Science	0008-3984	1918-1825	v. 91 (2011) - current issue
Canadian Journal of Plant Science	0008-4220	1918-1833	v. 91 (2011) - current issue
Canadian Journal of Soil Science	0008-4271	1918-1841	v. 91 (2011) - current issue
Annals of Carnegie Museum	0097-4463	1943-6300	v. 74 (2005) - current issue
Bulletin of Carnegie Museum of Natural History	0145-9058	0145-9058	n. 35 (2004) - n. 40 (2009)
Cell Stress & Chaperones	1355-8145	1466-1268	v. 5 (2000) - v. 12 (2007)
Ecoscience	1195-6860	2376-7626	v. 12 (2005) - current issue
Turtle and Tortoise Newsletter	1526-3096	1943-4189	n. 9 (2006) - n. 15 (2011)
Chelonian Conservation and Biology	1071-8443	1943-3956	v. 5 (2006) - current issue
Journal of Coastal Conservation	1400-0350	1874-7841	v. 8 (2002) - v. 10 (2004)
Journal of Coastal Research	0749-0208	1551-5036	v. 20 (2004) - current issue
Coleopterists Bulletin, The	0010-065X	1938-4394	v. 54 (2000) - current issue
International Forestry Review, The	1465-5489	2053-7778	v. 6 (2004) - current issue
Advances in Applied Biodiversity Science			n. 5 (2003) - n. 7 (2007)
Neotropical Primates	1413-4705		v. 12 (2004) - v. 22 (2015)
Primate Conservation	0898-6207	2162-4232	v. 20 (2006) - v. 29 (2015)
RAP Bulletin of Biological Assessment			2006 - 2013
Journal of Crustacean Biology	0278-0372	1937-240X	v. 20 (2000) - v. 32 (2012)
Australian Journal of Zoology	0004-959X	1446-5698	v. 60 (2012) - current issue
Australian Systematic Botany	1030-1887	1446-5701	v. 25 (2012) - current issue
Crop and Pasture Science	1836-0947	1836-5795	v. 63 (2012) - current issue
Invertebrate Systematics	1445-5226	1447-2600	v. 26 (2012) - current issue
Wildlife Research	1035-3712	1448-5494	v. 39 (2012) - current issue
Lindbergia	0105-0761	2001-5909	v. 37 (2014) - current issue
Journal of the North Atlantic	1935-1933	1935-1984	v. 1 (2008) - current issue
Northeastern Naturalist	1092-6194	1938-5307	v. 7 (2000) - current issue
Southeastern Naturalist	1528-7092	1938-5412	v. 1 (2002) - current issue
Annals of the Entomological Society of America	0013-8746	1938-2901	v. 93 (2000) - current issue
Environmental Entomology	0046-225X	1938-2936	v. 29 (2000) - current issue
Insect Systematics and Diversity	2399-3421	2399-3421	v. 1 (2017) - current issue
Journal of Economic Entomology	0022-0493	1938-291X	v. 93 (2000) - current issue
Journal of Insect Science, The		1536-2442	v. 1 (2001) - 2015
Journal of Medical Entomology	0022-2585	1938-2928	v. 37 (2000) - current issue
Canadian Entomologist, The	0008-347X	1918-3240	v. 139 (2007) - v. 143 (2011)
African Entomology	1021-3589	0013-8789	v. 15 (2007) - v. 29 (2021)
Proceedings of the Entomological Society of Washington	0013-8797	2378-6477	v. 110 (2008) - current issue
Fieldiana Anthropology	0071-4739	2162-4321	v. 38 (2006) - v. 46 (2017)
Fieldiana Botany	0015-0746	2162-4267	n. 44 (2004) - n. 49 (2010)
Fieldiana Geology	0096-2651	2162-4348	n. 50 (2004) - n. 52 (2010)
Fieldiana Life and Earth Sciences	2158-5520	2163-7105	n. 1 (2010) - v. 11 (2017)
Fieldiana Zoology	0015-0754	2162-4291	n. 104 (2005) - n. 116 (2009)
Annales Botanici Fennici	0003-3847	1797-2442	v. 45 (2008) - current issue
Annales Zoologici Fennici	0003-455X	1797-2450	v. 45 (2008) - current issue
Florida Entomologist	0015-4040	1938-5102	v. 85 (2002) - current issue
Freshwater Reviews	1755-084X		v. 1 (2008) - v.8 (2016)
Freshwater Mollusk Biology and Conservation	2472-2944		v. 15 (2012) - current issue

Journal of Entomological Science	0749-8004		v. 45 (2010) - current issue
Harvard Papers in Botany	1043-4534	1938-2944	v. 10 (2005) - current issue
Comparative Parasitology	1525-2647	1938-2952	v. 69 (2002) - current issue
Current Herpetology	1345-5834	1881-1019	v. 24 (2005) - current issue
Herpetologica	0018-0831	1938-5099	v. 58 (2002) - current issue
Herpetological Monographs	0733-1347	1938-5137	v. 16 (2002) - current issue
Arctic, Antarctic, and Alpine Research	1523-0430	1938-4246	v. 35 (2003) - v. 49 (2017)
Journal of Resources and Ecology	1674-764X		v. 1 (2010) - current issue
Malacologia	0076-2997	2168-9075	v. 49 (2006) - current issue
Acta Palaeontologica Polonica	0567-7920	1732-2421	v. 53 (2008) - v. 61 (2016)
Journal of Vertebrate Biology		2694-7684	v. 59 (2010) - current issue
Ursus	1537-6176	1938-5439	v. 15 (2004) - current issue
Journal of Great Lakes Research	0380-1330		v. 32 (2006) - v. 36 (2010)
Applied Vegetation Science	1402-2001	1654-109X	v. 5 (2002) - v. 11 (2008)
Journal of Vegetation Science	1100-9233	1654-1103	v. 13 (2002) - v. 19 (2008)
Bulletin of Zoological Nomenclature, The	0007-5167	2057-0570	v. 65 (2008) - current issue
Mountain Research and Development	0276-4741	1994-7151	v. 20 (2000) - current issue
Notulae odonatologicae	0166-6584		vol. 9/5 (2020) - current issue
Odonatologica	0375-0183		vol. 48 (2019) - current issue
Journal of Eukaryotic Microbiology, The	1066-5234	1550-7408	v. 47 (2000) - v. 51 (2004)
Edentata	1413-4411	1852-9208	n. 6 (2004) - n. 16 (2015)
Journal of Mammalian Ova Research	1341-7738	1347-5878	v. 22 (2005) - v. 35 (2018)
Transactions of the Kansas Academy of Science	0022-8443	1938-5420	v. 104 (2001) - current issue
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