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AND

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¹ <http://www.niso.org/workrooms/transfer/>

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- 7.18 **Withdrawal of Licensed Materials.** The Publisher reserves the right to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. The Distributor shall use reasonable efforts to ensure that the Distributor or the Publisher will use reasonable efforts to give written notice of the withdrawal to the Licensee and the Participating Institutions as soon as is practicable, but in no event less than thirty (30) days in advance of such withdrawal, specifying the item or items to be withdrawn.
- 7.19 If any such withdrawal renders the Licensed Materials substantially less useful to the Participating Institutions or the Authorized Users, the Distributor shall reimburse the Licensee for the withdrawal in an amount proportional to the Fee owed and paid for by the Licensee for the Licensed Materials under this Agreement. 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.
- 7.20 **Itemized Holdings/Title List.** 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,² the Distributor or the Publisher shall use reasonable efforts to will provide itemized holdings lists for the Licensed Materials in a KBART-compliant format, including a column/field for dates (YYYY-MM) of additions.
- 7.21 **Usage Statistics.** The Distributor shall use reasonable efforts to ensure that the Publisher will provide access to both composite system-wide use data and itemized data for the Licensee, the Participating Institutions, individual campuses and labs, on a monthly basis. The statistics shall meet or exceed the most recent project Counting Online Usage of NeTworked Electronic Resources ("COUNTER") Code of Practice Release,³ including but not limited to its provisions on customer confidentiality. When a release of a new COUNTER Code of Practice is issued, the Distributor shall ensure that the Publisher will use reasonable efforts to comply with the implementation time

² <http://www.niso.org/workrooms/kbart>

³ http://www.projectcounter.org/code_practice.html

frame specified by COUNTER to provide usage statistics in the new standard format. It is more than desirable that the Standardized Usage Statistics Harvesting Initiative (SUSHI) Protocol⁴ is available for the Licensee to harvest the statistics.

- 7.22 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, such consent not to be unreasonably withheld, conditioned or delayed, 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, such consent not to be unreasonably withheld, conditioned or delayed, 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 not to be unreasonably withheld, conditioned or delayed, or unless specifically required by law.
- 7.23 **Confidentiality of Personally Identifiable Information (Personal Data).** The Distributor agrees and shall ensure that the Publisher ensures 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) or with the Licensee's or the relevant individual's consent. 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 reasonably practicable, so that the Licensee, the Participating Institution or the Authorized Users may seek protective orders or other remedies. The Distributor or the Publisher will notify the Licensee and Authorized Users as soon as is reasonably practicable if the Distributor's or the Publisher's systems are breached and the confidentiality of personally identifiable information (personal data) relating to the Licensee is compromised.
- 7.24 **Notice of the Use of Digital Rights Management Technology.** In the event that the Distributor or the Publisher utilizes or implements any type of digital rights 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

⁴ <http://www.niso.org/workrooms/sushi/>

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 the Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement.

- 7.25 **Use of Digital Watermarking Technology.** In the event that either the Distributor or the Publisher utilizes any type of watermarking technology for any element of the Licensed Materials, the Distributor shall use reasonable efforts to ensure that the Publisher agrees that 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 use its reasonable endeavours to 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.
- 7.26 **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.
- 7.27 **Branding.** If commercially possible, the Distributor will allow and shall make reasonable efforts to 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.
- 7.28 **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.
- 7.29 **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 Publication 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.

7.30 The Distributor recognizes and acknowledges that a new Directive on Copyright in the Digital Single Market⁵ 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, save that, in certain cases, the Directive allows copyright owners to opt out certain publications from some of these provisions. 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, and relevant to use of the Licensed Materials in accordance with this Agreement, 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 **License Terms Notification.** The Licensee shall ensure that the Participating Institutions will use all 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 ensure that the Participating Institutions will use all reasonable efforts to restrict access to the Licensed Materials only to the Authorized Users in order to avoid any unauthorized use of the Licensed Materials.

8.3 **Maintaining Confidentiality of Access Passwords.** Where access to the Licensed Materials is to be controlled by the use of passwords, the Licensee shall ensure 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 ensure that the Participating Institutions will also use all reasonable efforts to maintain the confidentiality of any institutional passwords provided by the Distributor or the Publisher.

8.4 The Licensee undertakes to use all reasonable efforts to ensure that the Participating Institutions will comply with the terms of this Agreement and will at all times 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 undertakes to use all reasonable efforts to ensure that the Participating Institutions will ensure that only the Authorized Users use the Licensed Materials and then only in accordance with this Agreement.

⁵ 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 or on the date specified as the beginning of the Agreement Term in Appendix A (whichever occurs later) ("**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

Intentionally left blank.

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 the Licensee's reasonable administrative discretion, to continue this Agreement. In the event of such financial circumstances, the Licensee will notify the Distributor in writing of the intent to terminate this Agreement or partially terminate this Agreement at least thirty (30) 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 (where applicable) continued access rights to the Licensed Materials under fully paid Subscription Periods, subject to Section 12 of this Agreement.
- 11.2 **Termination for a Material Breach.** 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 thirty (30) 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 thirty (30)-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 **Termination of Access.** 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 **Refunds.** 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. Continued Access Rights

12.1 **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, non-transferrable, system-wide license limited to the territory of the Czech Republic to use any of the issues of the Licensed Materials that were published during the term of this Agreement and for which the applicable continued access fee has been paid. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which the Licensee and/or the 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 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 endeavours to exercise its continued access rights.

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 **Archival Copy.** Intentionally omitted.

12.3 Intentionally omitted.

12.4 **Third-Party Archiving Services.** Intentionally omitted.

12.5 Intentionally omitted.

13. Warranties

13.1 The Distributor warrants that it has 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, to the best of its knowledge and belief, use of the Licensed Materials by the Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party. The Distributor warrants that it is authorized to fulfill any of its obligations set out in this Agreement and that this is ensured in the contract concluded with the Publisher.

13.2 Intentionally omitted.

13.3 **Accessibility Requirements.** 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 use reasonable efforts to resolve any complaint regarding accessibility of the Licensed Materials and use reasonable efforts to ensure that necessary measures are taken by the Publisher, if necessary.⁶

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

⁶ <http://www.w3.org/WAI/guid-tech.html>

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 for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from any third-party claim that alleges copyright infringement or other intellectual property infringement arising from the use of the Licensed Materials published purely by the Publisher (and not by any of the publishing partners of the Publisher) by the Licensee or any Participating Institution or any Authorized User provided that:

1. Neither the Licensee, the Participating Institutions nor the Authorized Users make any admission without the prior written consent of the Publisher;
2. The Licensee and the Participating Institutions shall give the Publisher all the assistance it requests in defending any such claim; and
3. The indemnity shall be limited to the amount actually paid to the Distributor by the Licensee.

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", "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 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

Left intentionally blank.

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. 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 reasonable control including but not limited to acts of God, 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.

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 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:

- Albertina icome Praha s.r.o.
- Štěpánská 16, 110 00, Praha 1
- Czech Republic
- Email: [REDACTED]

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: [REDACTED]

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.

[REDACTED]

Statutory Representative
Albertina icome Praha s.r.o.
Štěpánská 16, 110 00 Praha 1
Czech Republic

[REDACTED]

[REDACTED]

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

Appendix A: Business Terms

Licensed Materials:

- Name: IOPscience extra
- Number of titles, if applicable: see Appendix D and Appendix F
- Dates covered, if applicable: see Appendix D and Appendix F
- Description: IOPscience extra is IOP Publishing's premium electronic-only subscription package offering researchers more than 150 years of vital scientific, technical and medical research ever published. Featuring over 70 prestigious journals, this includes our renowned Journal of Physics series, as well as the Digital Archives of The Electrochemical Society (ECS). Available for the first time, the ECS Archives provide access to over 146,000 research articles dating back to 1930. Flagship journals and retired publications are seamlessly integrated with current content in the IOPscience extra platform. In our portfolio you will find titles covering physics, materials science, biosciences, astronomy and astrophysics, environmental sciences, mathematics, and interdisciplinary sciences, including education. IOPscience extra offers more than 1.1 million articles. On average around 7,646 full-text articles are added every month via technical reports, review articles, conference proceedings and special issues as well as regular papers. This package provides international breakthroughs, pioneering achievements and exciting new developments across areas that reflect the needs of the scientific research community.

Agreement Term: 1 January 2023 – 31 December 2025

Access Conditions: Unlimited simultaneous user system-wide access

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

Fees and Negotiated Discounts:

- Total Fee: 2023-2025: 767,235.91 GBP (excl. VAT)
- License Fee / year:
2023: [REDACTED]
2024: [REDACTED]
2025: [REDACTED]
- Ongoing Fees: If the Participating Institution cancels all subscriptions (during the Agreement Term), the Participating Institution is required to pay either an annual access fee or maintain at least 1 journal subscription, in order to access all the content to which they have been granted continued access rights.
- One-time Fees: none

Payment Terms:

1. The Fee shall be paid to the Distributor's bank account no. [REDACTED] 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 20 February 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 5 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 5 February 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 [REDACTED]. The invoice shall include a summary of all the Licensed Materials pursuant to this Agreement. The Distributor shall bear any and all costs connected with a change of the exchange rate, including but not limited to any costs which might arise due the invoice containing incorrect or incomplete information.

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:

The Article Publication Charges ("APCs") shall be included in the Fees for all Eligible Articles, as set out in Appendix E for Participating Institutions that selected to participate in the Read & Publish Agreement (indicated in Appendix B). Other applicable charges such as page charges, multimedia charges and any other kind of publication charge which are not APCs will be payable by the Corresponding Author, not the Licensee.

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.

PARTICIPATING INSTITUTIONS

IOPscienceextra Read-Only

| Institution - English | Category | Cur. | Fee 2023 | Fee 2024 | Fee 2025 |
|--|----------|------------|----------|----------|----------|
| Czech Technical University in Prague | - | GBP | | | |
| Institute of Organic Chemistry and Biochemistry of the CAS | - | GBP | | | |
| Institute of Photonics and Electronics of the CAS | - | GBP | | | |
| Masaryk University | - | GBP | | | |
| National Library of Technology | - | GBP | | | |
| Silesian University in Opava | - | GBP | | | |
| Tomas Bata University in Zlín | - | GBP | | | |
| TOTAL without VAT | - | GBP | | | |
| GRAND TOTAL without VAT | - | GBP | | | |

IOPscienceextra Read & Publish

| Institution - English | Category | Cur. | Fee 2023 | Fee 2024 | Fee 2025 |
|--|-----------------|------------|----------|----------|----------|
| Brno University of Technology | Read | GBP | | | |
| | Publish | GBP | | | |
| | Subtotal | GBP | | | |
| Charles University | Read | GBP | | | |
| | Publish | GBP | | | |
| | Subtotal | GBP | | | |
| Institute of Physics of the CAS | Read | GBP | | | |
| | Publish | GBP | | | |
| | Subtotal | GBP | | | |
| Institute of Plasma Physics of the CAS | Read | GBP | | | |

| | | |
|---|-----------------|------------|
| | Publish | GBP |
| | Subtotal | GBP |
| Institute of Scientific Instruments of the CAS | Read | GBP |
| | Publish | GBP |
| | Subtotal | GBP |
| Institute of Thermomechanics of the CAS | Read | GBP |
| | Publish | GBP |
| | Subtotal | GBP |
| J. Heyrovsky Institute of Physical Chemistry of the CAS | Read | GBP |
| | Publish | GBP |
| | Subtotal | GBP |
| Jan Evangelista Purkyně University in Ústí nad Labem | Read | GBP |
| | Publish | GBP |
| | Subtotal | GBP |
| Nuclear Physics Institute of the CAS | Read | GBP |
| | Publish | GBP |
| | Subtotal | GBP |
| Palacky University Olomouc | Read | GBP |
| | Publish | GBP |
| | Subtotal | GBP |
| The Extreme Light Infrastructure ERIC (only facility Dolní Břežany, CZ) | Read | GBP |
| | Publish | GBP |
| | Subtotal | GBP |
| University of Chemistry and Technology, Prague | Read | GBP |
| | Publish | GBP |
| | Subtotal | GBP |
| University of Ostrava | Read | GBP |
| | Publish | GBP |
| | Subtotal | GBP |
| University of Pardubice | Read | GBP |
| | Publish | GBP |
| | Subtotal | GBP |
| Total Read without VAT | | GBP |
| Total Publish without VAT | | GBP |
| TOTAL without VAT | | GBP |
| GRAND TOTAL without VAT | | GBP |

| IOPscienceextra - TOTALS | Cur. | Fee 2023 | Fee 2024 | Fee 2025 |
|---------------------------------|-------------|-----------------|-------------------|-----------------|
| Total Read without VAT | GBP | | | |
| Total Publish without VAT | GBP | | | |
| TOTAL without VAT | GBP | | | |
| GRAND TOTAL without VAT | GBP | | 767,235.91 | |

POTENTIAL PARTICIPATING INSTITUTIONS

IOPscienceextra upgrade option to Read & Publish

| Institution - English | Category | Cur. | Fee 2023 | Fee 2024 | Fee 2025 |
|--|----------|------|----------|----------|----------|
| Czech Technical University in Prague | Publish | GBP | | | |
| Institute of Organic Chemistry and Biochemistry of the CAS | Publish | GBP | | | |
| Institute of Photonics and Electronics of the CAS | Publish | GBP | | | |
| Masaryk University | Publish | GBP | | | |
| National Library of Technology | Publish | GBP | | | |
| Silesian University in Opava | Publish | GBP | | | |
| Tomas Bata University in Zlín | Publish | GBP | | | |

IOPscienceextra Read-Only and Read & Publish (both options are possible)

| Institution - English | Category | Cur. | Fee 2023 | Fee 2024 | Fee 2025 |
|---|------------------|------------|----------|----------|----------|
| Astronomical Institute of the CAS | Read | GBP | | | |
| | Publish | GBP | | | |
| | R & P | GBP | | | |
| Institute of Atmospheric Physics of the CAS | Read | GBP | | | |
| | Publish | GBP | | | |
| | R & P | GBP | | | |

| Potential Participating Institutions (Czech) | Potential Participating Institutions (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 |
| 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 |
| 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 |
| Botanický ústav AV ČR, v. v. i. | Institute of Botany 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 |
| Ústav fyziky materiálů AV ČR, v. v. i. | Institute of Physics of Materials of the CAS |
| Fyziologický ústav AV ČR, v. v. i. | Institute of Physiology 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 |

| | |
|---|---|
| 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 biologie obratlovců AV ČR, v. v. i. | Institute of Vertebrate Biology of the CAS |
| Univerzita Jana Amose Komenského Praha s.r.o. | Jan Amos Komenský University Prague |
| 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 |
| Mendelova univerzita v Brně | Mendel University in Brno |
| 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 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 |
| 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 |
| 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 |
| 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 |
| 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 |
| Jihočeská univerzita v Českých Budějovicích | University of South Bohemia in České Budějovice |
| 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 |
|--|---|--|
| České vysoké učení technické v Praze | Czech Technical University in Prague | IPv4: 147.32.*.* IPv6: 2001:718:2::/48 |
| Fyzikální ústav AV ČR, v. v. i. | Institute of Physics of the CAS | IPv4: 147.231.126.0/24 147.231.127.0/24 147.231.26.0/24 147.231.27.0/24 147.231.4.0/24 147.231.232.0/24 147.231.19.32/29 147.231.19.176/29 |
| Masarykova univerzita | Masaryk University | IPv4: 147.251.0.0-147.251.49.35 147.251.49.37-147.251.255.255 IPv6: 2001:718:801::/48 |
| Národní technická knihovna | National Library of Technology | IPv4: 195.113.241.0 - 195.113.242.127 195.113.241.18 IPv6: 2001:718:7::/48 |
| Ostravská univerzita | University of Ostrava | IPv4: 195.113.102.0-195.113.112.127 78.128.128.0-78.128.146.255 195.113.209.36-195.113.209.39 195.113.209.56-195.113.209.63 |
| Slezská univerzita v Opavě | Silesian University in Opava | IPv4: 193.84.192.0-193.84.223.255 |
| The Extreme Light Infrastructure ERIC (pouze pracoviště Dolní Břežany, ČR) | The Extreme Light Infrastructure ERIC (only facility Dolní Břežany, CZ) | IPv4: 147.231.234.0 - 147.231.235.255 IPv6: 2001:0718:0431:2000::/52 |
| Univerzita Jana Evangelisty Purkyně v Ústí nad Labem | Jan Evangelista Purkyně University in Ústí nad Labem | IPv4: 195.113.136.0-195.113.141.255 |

| | | |
|---|---|---|
| Univerzita Karlova | Charles University | <p>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 - 195.113.63.97 195.113.63.99-195.113.69.255 195.113.89.0-195.113.93.255 195.113.114.0-195.113.117.255 195.113.130.0-195.113.131.255 195.113.149.132-195.113.149.135 195.113.149.176-195.113.149.183 195.113.189.0-195.113.189.255 195.113.223.0-195.113.223.255 195.113.229.0-195.113.229.255 195.113.236.0-195.113.236.255 195.113.245.0-195.113.245.255 195.113.242.224-195.113.242.231 78.128.214.96 - 78.128.214.111 193.84.53.0 - 193.84.53.255 195.113.180.160 - 195.113.180.167 195.113.185.0 - 195.113.185.127 195.113.186.128 - 195.113.186.167 195.113.187.248 - 195.113.187.253 195.113.246.0 - 195.113.247.255</p> <p>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</p> |
| Univerzita Palackého v Olomouci | Palacky University Olomouc | <p>IPv4: 158.194.0.0-158.194.255.255</p> |
| Univerzita Pardubice | University of Pardubice | <p>IPv4: 195.113.124.0-195.113.129.255 195.113.162.128-195.113.162.255 195.113.168.0-195.113.168.255 78.128.148.0-78.128.159.255</p> |
| Univerzita Tomáše Bati ve Zlíně | Tomas Bata University in Zlín | <p>IPv4: 195.178.88.0-195.178.95.255 195.113.96.0-195.113.99.255</p> |
| Ústav fotoniky a elektroniky AV ČR, v. v. i. | Institute of Photonics and Electronics of the CAS | <p>IPv4: 147.231.2.0/23 147.231.18.88/29 147.231.19.40/29</p> |
| Ústav fyzikální chemie J. Heyrovského AV ČR, v. v. i. | J. Heyrovsky Institute of Physical Chemistry of the CAS | <p>IPv4: 147.231.28.0-147.231.31.255</p> |

| | | |
|---|---|--|
| Ústav fyziky plazmatu AV ČR, v. v. i. | Institute of Plasma Physics of the CAS | IPv4: 147.231.36.1-147.231.36.255 147.231.37.1-147.231.37.255 147.231.95.1-147.231.95.255 147.231.229.1-147.231.229.66 |
| Ústav jaderné fyziky AV ČR, v. v. i. | Nuclear Physics Institute of the CAS | IPv4: 147.231.100.0-147.231.103.255 147.231.24.0-147.231.24.255 147.231.98.224-147.231.98.255 147.231.18.144-147.231.18.151 IPv6: 2001:0718:0401:fa00::/56 2001:0718:0409:5000::/52 2001:0718:0409:7000::/52 |
| Ústav organické chemie a biochemie AV ČR, v. v. i. | Institute of Organic Chemistry and Biochemistry of the CAS | IPv4: 147.231.18.232-147.231.18.239 147.231.120.0-147.231.123.255 147.231.128.0-147.231.129.255 192.108.128.0-192.108.128.255 |
| Ústav přístrojové techniky AV ČR, v. v. i. | Institute of Scientific Instruments of the CAS | IPv4: 195.178.70.* 195.178.71.* IPv6: 2001:67c:1222:1000/61 |
| Ústav termomechaniky AV ČR, v. v. i. | Institute of Thermomechanics of the CAS | IPv4: 147.231.32.* 147.231.35.* 147.231.244.* 147.231.33.* 147.231.34.* |
| Vysoká škola chemicko- technologická v Praze | University of Chemistry and Technology, Prague | IPv4: 147.33.*.* |
| Vysoké učení technické v Brně | Brno University of Technology | IPv4: 147.229.*.* |

Appendix D: Title List

| Titles | E-ISSN | Start year | End Year |
|--|-------------------------------------|----------------------|----------------------|
| 2D Materials | 2053-1583 | 2014 | 2023 |
| Advances in Natural Sciences: Nanoscience and Nanotechnology | 2043-6262 | 2019 | 2023 |
| Applied Physics Express | 1882-0786 | 2008 | 2023 |
| Biofabrication | 1758-5090 | 2009 | 2023 |
| Bioinspiration and Biomimetics | 1748-3190 | 2006 | 2023 |
| Biomedical Materials | 1748-605X | 2006 | 2023 |
| Biomedical Physics & Engineering Express | 2057-1976 | 2015 | 2023 |
| Chinese Physics B Formerly: Chinese Physics Formerly: Acta Physica Sinica (Overseas Edition) | 2058-3834 1741-4199 - | 2008 2000 1992 | 2023 2007 1999 |
| Chinese Physics C | 2058-6132 | 2008 | 2023 |
| Chinese Physics Letters | 1741-3540 | 1984 | 2023 |
| Classical and Quantum Gravity | 1361-6382 | 1984 | 2023 |
| Communications in Theoretical Physics | 1572-9494 | 1982 | 2023 |
| Computational Science & Discovery | 1749-4699 | 2008 | 2015 |
| Convergent Science Physical Oncology | 2057-1739 | 2015 | 2018 |
| Distributed Systems Engineering | 1361-6390 | 1993/1994 | 1999 |
| ECS Journal of Solid State Science and Technology | 2162-8777 | 2012 | 2023 |
| ECS Transactions | 1938-5862 | 2005 | 2023 |
| Electrochemical and Solid State Letters In 2012 this titles divided into: | 1944-8775 | 1998 | 2012 |
| ECS Electrochemistry Letters, and; | 2162-8734 | 2012 | 2015 |
| ECS Solid State Letters | 2162-8750 | 2012 | 2015 |
| Journal of The Electrochemical Society Formerly: Transactions of The Electrochemical Society Formerly: Transactions of The American Electrochemical Society | 1945-7111 1945-6859 2156-7395 | 1948 1931 1930 | 2023 1947 1930 |
| Electronic Structure | 2516-1075 | 2019 | 2023 |
| EPL | 1286-4854 | 1986 | 2023 |
| European Journal of Physics | 1361-6404 | 1980 | 2023 |
| Flexible and Printed Electronics | 2058-8585 | 2016 | 2023 |
| Fluid Dynamics Research | 1873-7005 | 1986 | 2023 |
| Functional Composites and Structures | 2631-6331 | 2019 | 2023 |
| Inverse Problems | 1361-6420 | 1985 | 2023 |
| Izvestiya: Mathematics * Formerly: Russian Academy of Sciences: Izvestiya Mathematics | 1468-4810 - | 1995 1993 | 2022 1995 |

| | | | |
|---|-----------|------|------|
| Formerly: Mathematics of the USSR – Izvestiya | - | 1967 | 1992 |
| Japanese Journal of Applied Physics | 1347-4065 | 1962 | 2023 |
| Journal of Breath Research | 1752-7163 | 2007 | 2023 |
| Journal of Cosmology and Astroparticle Physics | 1475-7516 | 2003 | 2023 |
| Journal of High Energy Physics | 1029-8479 | 1997 | 2009 |
| Journal of Instrumentation | 1748-0221 | 2006 | 2023 |
| Journal of Micromechanics and Microengineering | 1361-6439 | 1991 | 2023 |
| Journal of Neural Engineering | 1741-2552 | 2004 | 2023 |
| Journal of Optics | 2040-8986 | 2010 | 2023 |
| Formerly: Journal of Optics A: Pure and Applied Optics (from 1999) | 1741-3567 | 1999 | 2009 |
| (Formed by merger of Journal of Optics (1977-1998) and Pure and Applied Optics: Journal of the European Optical Society Part A (1992-1998)) | - | 1977 | 1998 |
| Formerly: Nouvelle Revue d'Optique (1973- 1976) | 1361-6617 | 1992 | 1998 |
| Formerly also Nouvelle Revue d'Optique Appliquée (1970-1972) | - | 1973 | 1976 |
| | - | 1970 | 1972 |
| Journal of Physics A: Mathematical and Theoretical (from 2007) | 1751-8121 | 2007 | 2023 |
| Formerly: Journal of Physics A: Mathematical and General (1975-2006) | 1361-6447 | 1975 | 2006 |
| Formerly: Journal of Physics A: Mathematical, Nuclear and General (1973-1974) | - | 1973 | 1974 |
| Formerly: Journal of Physics A: General Physics (1968-1972) | - | 1968 | 1972 |
| Journal of Physics B: Atomic, Molecular and Optical Physics (from 1988) | 1361-6455 | 1988 | 2023 |
| Formerly: Journal of Physics B: Atomic and Molecular Physics (1970-1987) | - | 1968 | 1987 |
| In 2006 this journal merged with Journal of Optics B: Quantum & Semiclassical Optics(1999-2005) | 1741-3575 | 1999 | 2005 |
| Formerly Quantum and Semiclassical Optics: Journal of the European Optical Society Part B (1995-1998) | 1361-6625 | 1995 | 1998 |
| Formerly Quantum Optics: Journal of the European Optical Society Part B (1989-1994) | - | 1989 | 1994 |
| Journal of Physics: Condensed Matter (from 1989) Formed by merger of: | 1361-648X | 1989 | 2023 |
| Journal of Physics C: Solid State Physics (1970- 1988) | - | 1968 | 1988 |
| Journal of Physics F: Metal Physics (1971- 1988) | - | 1971 | 1988 |
| Journal of Physics D: Applied Physics | 1361-6463 | 1968 | 2023 |
| Formerly British Journal of Applied Physics (1950 – 1967) | - | 1950 | 1967 |
| Journal of Physics G: Nuclear and Particle Physics | 1361-6471 | 1989 | 2023 |
| Formerly: Journal of Physics G: Nuclear Physics (1975-1988) | - | 1975 | 1988 |
| Journal of Radiological Protection | 1361-6498 | 1988 | 2023 |
| Formerly : Journal of the Society for Radiological Protection (1981 – 1987) | - | 1981 | 1987 |
| Journal of Semiconductors | 2058-6140 | 2009 | 2023 |

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| Journal of Statistical Mechanics: Theory and Experiment | 1742-5468 | 2004 | 2023 |
| Laser Physics | 1555-6611 | 2013 | 2023 |
| Laser Physics Letters | 1612-202X | 2004 | 2023 |
| Materials Research Express | 2053-1591 | 2014 | 2019 |
| Measurement Science and Technology Formerly: Journal of Physics E: Scientific Instruments (1968-1989) Formerly Journal of Scientific Instruments (1923 – 1967) | 1361-6501 - - | 1990 1968 1923 | 2023 1989 1967 |
| Methods and Applications in Fluorescence | 2050-6120 | 2013 | 2023 |
| Metrologia | 1681-7575 | 1965 | 2023 |
| Modelling and Simulation in Materials Science and Engineering | 1361-651X | 1992 | 2023 |
| Multifunctional Materials | 2399-7532 | 2018 | 2022 |
| Nano Futures | 2399-1984 | 2017 | 2023 |
| Nanotechnology | 1361-6528 | 1990 | 2023 |
| Nonlinearity | 1361-6544 | 1988 | 2023 |
| Nuclear Fusion* | 1741-4326 | 1960 | 2022 |
| Physica Scripta | 1402-4896 | 1970 | 2023 |
| Physical Biology | 1478-3975 | 2004 | 2023 |
| Physics Education | 1361-6552 | 1966 | 2023 |
| Physics in Medicine & Biology | 1361-6560 | 1956 | 2023 |
| Physics in Technology Formerly: Review of Physics in Technology (1970 – 1972) | - - | 1973 1970 | 1988 1972 |
| Physics-Uspekhi Formerly: Soviet Physics Uspekhi (1958 – 1992) | 1468-4780 - | 1993 1958 | 2022 1992 |
| Physics Bulletin | | 1950 | 1988 |
| Physics World | 2058-7058 | 1988 | 2023 |
| Physiological Measurement Formerly: Clinical Physics and Physiological Measurement (1980-1992) | 1361-6579 - | 1993 1980 | 2023 1992 |
| Plasma Physics and Controlled Fusion Formerly: Plasma Physics (1967-1983) Formerly Journal of Nuclear Energy Part C, Plasma Physics, Accelerators, Thermonuclear Research (1959- 1966) | 1361-6587 - - | 1984 1967 1959/1960 | 2023 1983 1966 |
| Plasma Research Express | 2516-1067 | 2019 | 2022 |
| Plasma Science and Technology | 2058-6272 | 1999 | 2023 |
| Plasma Sources Science and Technology | 1361-6595 | 1992 | 2023 |
| Proceedings of the Physical Society (1958-1967) | - | 1958 | 1967 |
| Proceedings of the Physical Society Section A (1949-1957) | - | 1949 | 1957 |
| Proceedings of the Physical Society Section B (1949-1957) | - | 1949 | 1957 |
| Proceedings of the Physical Society (1926-1948) | - | 1926 | 1948 |

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| Proceedings of the Physical Society of London (1874-1925) | - | 1874 | 1925 |
| Progress in Biomedical Engineering | 2516-1091 | 2019 | 2023 |
| Progress in Energy | 2516-1083 | 2019 | 2023 |
| Publications of the Astronomical Society of the Pacific | 1538-3873 | 1889 | 2023 |
| Quantum Electronics | 1468-4799 | 1993 | 2022 |
| Formerly: Soviet Journal of Quantum Electronics | - | 1971 | 1992 |
| Quantum Science and Technology | 2058-9565 | 2016 | 2023 |
| Reports on Progress in Physics | 1361-6633 | 1934 | 2023 |
| Research in Astronomy and Astrophysics | 2397-6209 | 2009 | 2023 |
| Formerly Chinese Journal of Astronomy and Astrophysics | - | 2001 | 2008 |
| Russian Chemical Reviews | 1468-4837 | 1960 | 2022 |
| Russian Mathematical Surveys | 1468-4829 | 1960 | 2022 |
| Sbornik:Mathematics ** | 1468-4802 | 1995 | 2022 |
| Formerly: Russian Academy of Sciences: Sbornik Mathematics | - | 1993 | 1995 |
| Formerly: Mathematics of the USSR – Sbornik | - | 1967 | 1993 |
| Semiconductor Science and Technology | 1361-6641 | 1986 | 2023 |
| Smart Materials and Structures | 1361-665X | 1992 | 2023 |
| Superconductor Science and Technology | 1361-6668 | 1988 | 2023 |
| Surface Topography: Metrology and Properties | 2051-672X | 2013 | 2023 |
| Transactions of the Optical Society (1899-1932) | - | 1899 | 1932 |
| Translational Materials Research | 2053-1613 | 2014 | 2018 |

* - From the first issue published in 2023, all content in Nuclear Fusion shall be published on a gold open access basis

** - Volumes re-numbered in 1995 – no gap in volume

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The Distributor shall ensure, guarantee and is liable that all Publisher's obligations outlined in this Appendix shall be fulfilled.

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- 1 Subject to the remainder of this Appendix, with regard to the fees payable for periods starting on or after 1 January 2023, and during the term of this Agreement, the Distributor will charge the amounts outlined in this Agreement in Appendix A.
- 2 The "Corresponding Author" shall be defined as the author that:
 - i. submits a manuscript to a Publisher's journal or that of one of its partners; and
 - ii. is the author responsible for communicating with the journal during the submission, peer review and publication process.
- 3 For the purposes of this Agreement, a manuscript may not have more than one Corresponding Author for Eligible Articles (as defined below) under this Appendix. This includes post-publication contact authors, which may differ from the Corresponding Author.
- 4 The Corresponding Author may not be changed retrospectively without approval in writing by the Publisher.
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 - i. has a Corresponding Author that is a current staff member, researcher (permanent, temporary and visiting), or student of the Participating Institution at the time of article acceptance;
 - ii. is published within an Included Journal (listed in Schedule 2);
 - iii. is a manuscript of the type paper, special issue paper, review and/or letter (intended to cover all original research and review type content);
 - iv. has been accepted by the Publisher within the Agreement Term of this Agreement. The submission date of an article does not determine the eligibility of the article; and
 - v. has been identified for inclusion within this Agreement under the process outlined in clause 7 below.

- 6 The Article Publication Charges (“APCs”) shall be included in the Fee for all Eligible Articles; there shall be no further payments for authors (except as described in article 7.5)
- 7 The following process to identify and include Eligible Articles under this Agreement shall be followed.
 - i. During the peer review process, the Publisher will make reasonable efforts to identify and inform Corresponding Authors of their article’s possible eligibility for inclusion in this Agreement and/or the Publisher will use reasonable efforts to ensure that the respective partner informs those authors where a journal is owned by that partner; the Publisher and its partners assume no liability for failure to identify whether a Corresponding Author is a current staff member, researcher or student of the Licensee;
 - ii. The Corresponding Author may opt out in writing from their article being included under this Agreement within five (“5”) days of being notified of possible eligibility;
 - iii. Where a potentially Eligible Article is identified, the article will be published as an open access publication unless the Corresponding Author opts out within five (“5”) days of notification;
 - iv. If an article is published on a subscription basis, but is identified subsequently as an Eligible Article, then the Publisher and/or its respective partners (as applicable) shall be under no obligation to change its status retrospectively;
 - v. Where any charges are payable for publication of the Eligible Article in addition to the APC, including, but not limited to, page charges, these remain payable by the Corresponding Author; and
 - vi. The decision whether or not to publish any article shall be taken by the Publisher and / or respective partner in its absolute discretion, using its editorial criteria.
- 8 The Publisher will deliver article metadata including Open Access licence information to CrossRef.
- 9 Any Eligible Article will be published under a Creative Commons CC BY licence and can be posted to institutional and subject repositories immediately, in accordance with the terms of that CC BY licence or, if not CC BY, in accordance with the terms of the applicable CC licence.
- 10 The Publisher will send quarterly reports and an annual statement of the Eligible Articles accepted and published within the period to the Licensee.
- 11 The Publisher will notify the Licensee in writing when any titles will be added or removed to the list of Included Journals (Schedule 2).

- 12 Participating Institutions are eligible to upgrade from a Read Only Agreement to a Read and Publish Agreement subject to mutual written agreement between the Distributor and the Licensee of the applicable fees.

Appendix F: Journals eligible for Open Access publishing within the Read & Publish Agreement

Hybrid Journals

| Journal | E-ISSN |
|---|---------------|
| 2D Materials | 2053-1583 |
| Applied Physics Express | 1882-0786 |
| Biofabrication | 1758-5090 |
| Bioinspiration & Biomimetics | 1748-3190 |
| Biomedical Materials | 1748-605X |
| Biomedical Physics & Engineering Express | 2057-1976 |
| Classical and Quantum Gravity | 1361-6382 |
| Electronic Structure | 2516-1075 |
| Engineering Research Express | 2631-8695 |
| European Journal of Physics | 1361-6404 |
| Europhysics Letters | 1286-4854 |
| Flexible and Printed Electronics | 2058-8585 |
| Fluid Dynamics Research | 1873-7005 |
| Functional Composites and Structures | 2631-6331 |
| Inverse Problems | 1361-6420 |
| Japanese Journal of Applied Physics | 1347-4065 |
| Journal of Breath Research | 1752-7163 |
| Journal of Cosmology and Astroparticle Physics | 1475-7516 |
| Journal of the Electrochemical Society | 1945-7111 |
| Journal of Instrumentation | 1748-0221 |
| Journal of Micromechanics and Microengineering | 1361-6439 |
| Journal of Neural Engineering | 1741-2552 |
| Journal of Optics | 2040-8986 |
| Journal of Physics A: Mathematical and Theoretical | 1751-8121 |
| Journal of Physics B: Atomic, Molecular and Optical Physics | 1361-6455 |
| Journal of Physics D: Applied Physics | 1361-6463 |
| Journal of Physics G: Nuclear and Particle Physics | 1361-6471 |
| Journal of Physics: Condensed Matter | 1361-648X |
| Journal of Radiological Protection | 1361-6498 |
| Journal of Solid State Science and Technology | 2162-8777 |
| Journal of Statistical Mechanics: Theory and Experiment | 1742-5468 |
| Laser Physics | 1555-6611 |
| Laser Physics Letters | 1612-202X |
| Measurement Science and Technology | 1361-6501 |
| Methods and Applications in Fluorescence | 2050-6120 |
| Metrologia | 1681-7575 |

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| Modelling and Simulation in Materials Science and Engineering | 1361-651X |
| Multifunctional Materials | 2399-7532 |
| Nano Futures | 2399-1984 |
| Nanotechnology | 1361-6528 |
| Nonlinearity | 1361-6544 |
| Physica Scripta | 1402-4896 |
| Physical Biology | 1478-3975 |
| Physics Education | 1361-6552 |
| Physics in Medicine & Biology | 1361-6560 |
| Physiological Measurement | 1361-6579 |
| Plasma Physics and Controlled Fusion | 1361-6587 |
| Plasma Research Express | 2516-1067 |
| Plasma Sources Science and Technology | 1361-6595 |
| Progress in Energy | 2516-1083 |
| Progress in Biomedical Engineering | 2516-1091 |
| Publications of the Astronomical Society of the Pacific | 1538-3873 |
| Quantum Science & Technology | 2058-9565 |
| Semiconductor Science and Technology | 1361-6641 |
| Smart Materials and Structures | 1361-665X |
| Superconductor Science and Technology | 1361-6668 |
| Surface Topography: Metrology and Properties | 2051-672X |

Fully Open Access Journals

| Journal Name | e-ISSN |
|---|-----------|
| Environmental Research Communications | 2515-7620 |
| Environmental Research: Infrastructure and Sustainability | 2634-4505 |
| Environmental Research Letters | 1748-9326 |
| IOP SciNotes | 2633-1357 |
| Journal of Physics Communications | 2399-6528 |
| Journal of Physics: Complexity | 2632-072X |
| Journal of Physics: Energy | 2515-7655 |
| Journal of Physics: Materials | 2515-7639 |
| Journal of Physics: Photonics | 2515-7647 |
| Machine Learning: Science and Technology | 2632-2153 |
| Materials for Quantum Technology | 2633-4356 |
| Materials Research Express | 2053-1591 |
| Nano Express | 2632-959X |
| Neuromorphic Computing and Engineering | 2634-4386 |
| New Journal of Physics | 1367-2630 |
| Environmental Research: Climate | 2752-5295 |
| Environmental Research: Health | 2752-5309 |
| Environmental Research: Ecology | 2752-664X |

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| ECS Sensors Plus | 2754-2726 |
| ECS Advances | 2754-2734 |
| Nuclear Fusion | 1741-4326 |