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4.6 Intentionally omitted.

4.7 **Definitions:** Intentionally omitted.

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- 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.
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7.14 **Completeness of Content.** Intentionally omitted.

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

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

<sup>3</sup> [http://www.projectcounter.org/code\\_practice.html](http://www.projectcounter.org/code_practice.html)

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

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- 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 is obliged to ensure that the Publisher will provide the Participating Institutions the option to brand the Publisher's Platform with the name of the Participating Institutions. For avoidance of doubt Publisher will not provide the Participating Institutions with the option to include a logo in the branding.
- 7.28 **MARC Records.** Intentionally omitted.
- 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 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.
- 7.30 The Distributor recognizes and acknowledges that a new Directive on Copyright in the Digital Single Market<sup>5</sup> 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 **License Terms Notification.** 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 and the Participating Institutions will ensure that they restrict access to the Licensed Materials to the Authorized Users in the case of their unauthorized use of the Licensed Materials.

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<sup>5</sup> Directive of the European Parliament and of the Council on copyright in the Digital Single Market No. (EU) 2019/790.

- 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 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 also 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.

## 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 this 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 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 thirty (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 to the Licensed Materials under fully paid Subscription Periods, subject to Section 12 of this Agreement. In the event of early termination Licensee must provide proof of the financial circumstances.

- 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. 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.

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

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 as far as it is aware 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 **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.<sup>6</sup>

## 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 inability (means incompetence, not the possibility, availability to use the Licensed Materials) to use the Licensed Materials. In the event that the Licensee, the Participating Institutions and the Authorized Users makes a claim against the Distributor for whatever reason, Distributor's liability (if any) shall not exceed the price paid or to be paid by the Licensee, the Participating Institutions and the Authorized Users for the Licensed Materials. Under no circumstances shall the Distributor be liable for any consequential, indirect or special losses howsoever arising or for any loss of profits, revenue, interest, goodwill, business and/or savings (whether direct or indirect).
- 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 In the event that The Licensee, the Participating Institutions and Authorized Users makes a claim against Distributor for whatever reason, Distributor's liability (if any) shall not exceed the price paid or to be paid by the the Licensee, the Participating Institutions and Authorized Users for the Licensed Materials. Under no circumstances shall Distributor be liable for any consequential, indirect or special losses howsoever

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

arising or for any loss of profits, revenue, interest, goodwill, business and/or savings (whether direct or indirect).

15.2 Distributor shall indemnify and hold the Licensee, the Participating Institutions and Authorized Users harmless from and against any direct loss, damage, cost, liability or expense (including reasonable legal and professional fees) arising out of any legal action taken against Licensee, the Participating Institutions and Authorized Users by a third party claiming Licensed Material is in actual or alleged infringement of their intellectual property rights. This indemnity is subject to (a) the Licensee, the Participating Institutions and Authorized Users promptly notifying the Distributor of any claim or action, (b) the Distributor having sole control of such claim or action, and (c) the Licensee, the Participating Institutions and Authorized Users not making any admission of liability or agreeing to settle or compromise the claim or action. This indemnity shall survive the termination of this Agreement for any reason. This indemnity shall not apply if Licensee, the Participating Institutions and Authorized Users has amended Licensed Material in any way to the extent that such amendment is the cause of the infringement. This Section 15 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 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 deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its respective obligations in relation to this Agreement, if the delay or failure was due to any cause beyond its reasonable control including, but not limited to, acts of God, explosions, epidemic or pandemic, nuclear contamination, floods, fire or accident, war or threat of war, sabotage, civil disturbance, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes or industrial actions or trade disputes, power, telecommunications or Internet failures or damages to or destruction of any network facilities ("Force Majeure"). If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

## 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 7.6 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 affected, 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 (3<sup>rd</sup>) business day following their proven posting if the delivery address is in the Czech Republic, and on the fifteenth (15<sup>th</sup>) 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: Albertina icome Praha s.r.o.
- Address of Distributor: Štěpánská 16
- City of Distributor: Praha 1
- Country of Distributor: Czech Republic
- Postal Code of Distributor: 110 00
- E-mail: [REDACTED]

25.5 If to the Licensee:

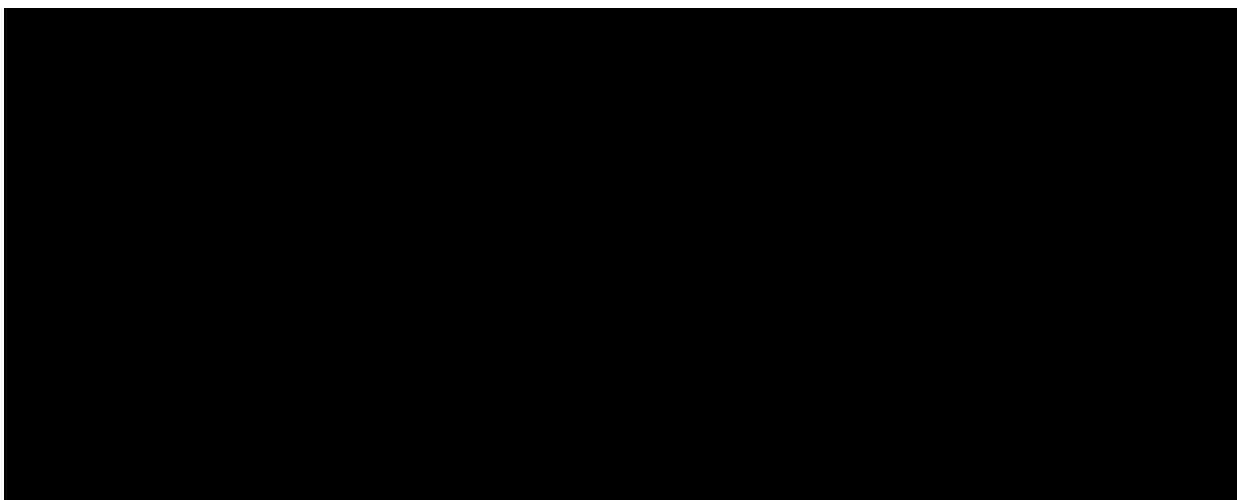
- Licensing contact:

- Address of Licensee: Head of Licensing Unit  
CzechELib  
National Library of Technology  
Technická 2710/6, 160 80 Praha 6 – Dejvice  
Czech Republic
- E-mail: 

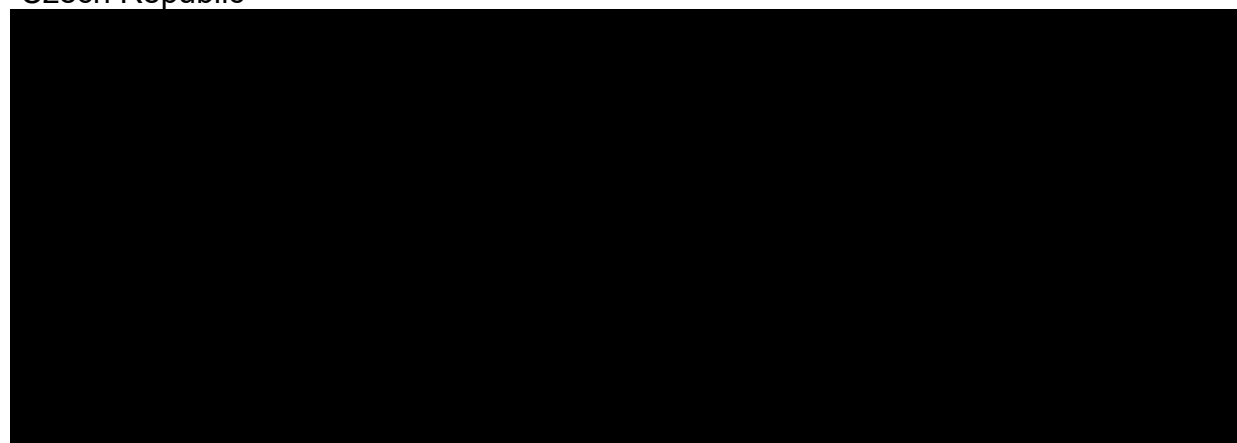
## 26. Execution

- 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 of Albertina icome Praha s.r.o.  
Štěpánská 16  
110 00 Praha 1  
Czech Republic



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



## Appendix A: Business Terms

### Licensed Materials:

- Name: RSC Gold excluding Archive as specified in Appendix D
- Number of titles: RSC Gold excluding Archive contains 38 Hybrid Journals titles, plus non-perpetual access to additional 5 titles, see Appendix D. The non-perpetual titles are as follows:
  - Annual Reports on the Progress of Chemistry, A* (2008-2013)
  - Annual Reports on the Progress of Chemistry, B* (2008-2013)
  - Annual Reports on the Progress of Chemistry, C* (2008-2013)
  - Chemical Science* (2010-2014)
  - RSC Advances* (2011-2016)
- Number of Full Gold Open Access Titles: 13
- Dates covered, if applicable: 2023-2025, see Appendix D
- Description: Royal Society of Chemistry's RSC Gold excluding Archive offers access to the collection of online journals.

**Agreement Term:** 1 January 2023 – 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: 1,076,849.00 GBP (exclusive of VAT)
- License Fee / year:
  - 2023: [REDACTED]
  - 2024: [REDACTED]
  - 2025: [REDACTED]
- Ongoing Fees, e.g. access fee, if any; indicate any waived fees
- One-time Fees; indicated any waived fees

The Total Fee includes the Publishing part for the OA allowance, as set in the appendix E: Open Access Terms.

### Payment Terms:

1. The Fee shall be paid to the Distributor's bank account no.: [REDACTED]  
[REDACTED] [REDACTED] [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.
4. The value added tax shall be added to all the prices (Fee) under this Agreement in the value prescribed by the law.
5. 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.
6. 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](http://www.cnb.cz)) valid as at the date of the taxable transaction.
7. 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.

8. 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.
9. 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.
10. The Distributor is not entitled to require any advance payments under this Agreement.
11. Each Party shall bear its own costs in connection with this Agreement. The bank fees for the bank transfer are shared between the Parties.
12. 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.
13. 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.
14. 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.

## 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

| Institution - English name                                 | Category        | Cur.       | Fee 2023 | Fee 2024 | Fee 2025 |
|--|-----------------|------------|----------|----------|----------|
| Brno University of Technology                              | Read            | GBP        |          |          |          |
|  | Publish         | GBP        |          |          |          |
|  | <b>Subtotal</b> | <b>GBP</b> |          |          |          |
| Charles University   | Read            | GBP        |          |          |          |
|  | Publish         | GBP        |          |          |          |
|  | <b>Subtotal</b> | <b>GBP</b> |          |          |          |
| Institute of Inorganic Chemistry of the CAS                | Read            | GBP        |          |          |          |
|  | Publish         | GBP        |          |          |          |
|  | <b>Subtotal</b> | <b>GBP</b> |          |          |          |
| Institute of Macromolecular Chemistry of the CAS           | Read            | GBP        |          |          |          |
|  | Publish         | GBP        |          |          |          |
|  | <b>Subtotal</b> | <b>GBP</b> |          |          |          |
| Institute of Organic Chemistry and Biochemistry of the CAS | Read            | GBP        |          |          |          |
|  | Publish         | GBP        |          |          |          |
|  | <b>Subtotal</b> | <b>GBP</b> |          |          |          |
| Institute of Physics of the CAS                            | Read            | GBP        |          |          |          |
|  | Publish         | GBP        |          |          |          |
|  | <b>Subtotal</b> | <b>GBP</b> |          |          |          |
| J. Heyrovsky Institute of Physical Chemistry of the CAS    | Read            | GBP        |          |          |          |
|  | Publish         | GBP        |          |          |          |
|  | <b>Subtotal</b> | <b>GBP</b> |          |          |          |
| Masaryk University   | Read            | GBP        |          |          |          |
|  | Publish         | GBP        |          |          |          |
|  | <b>Subtotal</b> | <b>GBP</b> |          |          |          |
| Mendel University in Brno                                  | Read            | GBP        |          |          |          |

|   |                 |            |                     |
|---|-----------------|------------|---------------------|
|   | Publish         | GBP        |                     |
|   | <b>Subtotal</b> | <b>GBP</b> |                     |
| Palacky University Olomouc  | Read            | GBP        |                     |
|   | Publish         | GBP        |                     |
|   | <b>Subtotal</b> | <b>GBP</b> |                     |
| The Extreme Light Infrastructure ERIC (only facility Dolní Břežany, CZ) | Read            | GBP        |                     |
|   | Publish         | GBP        |                     |
|   | <b>Subtotal</b> | <b>GBP</b> |                     |
| University of Chemistry and Technology, Prague                          | Read            | GBP        |                     |
|   | Publish         | GBP        |                     |
|   | <b>Subtotal</b> | <b>GBP</b> |                     |
| University of Pardubice   | Read            | GBP        |                     |
|   | Publish         | GBP        |                     |
|   | <b>Subtotal</b> | <b>GBP</b> |                     |
| Total Read without VAT  |                 | GBP        |                     |
| Total Publish without VAT   |                 | GBP        |                     |
| <b>TOTAL without VAT</b>  |                 | <b>GBP</b> |                     |
| <b>GRAND TOTAL without VAT</b>  |                 |            | <b>1,076,849.00</b> |

## POTENTIAL PARTICIPATING INSTITUTIONS

| 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                                      |
| České vysoké učení technické v Praze                          | Czech Technical University in Prague                          |

| Potential Participating Institutions (Czech)                         | Potential Participating Institutions (English)            |
|--|---|
| 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 mezinárodních vztahů, v. v. i.                                 | Institute of International Relations Prague               |
| 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 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              |
| 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            |

| Potential Participating Institutions (Czech)  | Potential Participating Institutions (English)            |
|---|---|
| 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 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                       |
| 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                         |
| 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  |



| Potential Participating Institutions (Czech)                              | Potential Participating Institutions (English)                          |
|---|---|
| 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   |
| 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   |
| 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  |
| Ostravská univerzita  | University of Ostrava   |
| 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

| Institute  | Institution   | IP addresses  |
|--|---|---|
| Fyzikální ústav AV ČR, v. v. i.  | Institute of Physics of the CAS   | IPv4:<br>147.231.126.0/24<br>147.231.127.0/24<br>147.231.26.0/24<br>147.231.27.0/24<br>147.231.4.0/24<br>147.231.232.0/24<br>147.231.19.32/29<br>147.231.19.176/29  |
| Masarykova univerzita  | Masaryk University  | IPv4:<br>147.251.0.0-147.251.49.35<br>147.251.49.37-147.251.255.255<br><br>IPv6:<br>2001:718:801::/48   |
| Mendelova univerzita v Brně  | Mendel University in Brno   | IPv4:<br>195.178.72.0-195.178.72.255<br>195.178.73.0-195.178.73.255<br>195.178.74.0-195.178.74.255<br>195.178.75.0-195.178.75.255<br>195.178.76.0-195.178.76.255<br>195.178.77.0-195.178.77.255<br>195.178.78.0-195.178.78.255<br>195.178.79.0-195.178.79.255<br>195.178.80.0-195.178.80.255<br>195.113.143.0-195.113.143.255<br>195.113.174.32-195.113.174.63<br>195.113.194.0-195.113.194.255<br>195.113.195.0-195.113.195.255<br>195.113.204.0-195.113.204.255<br>195.113.215.0-195.113.215.255<br>195.113.216.0-195.113.216.255<br>195.113.217.0-195.113.217.255<br>195.113.218.0-195.113.218.255<br>195.113.239.0-195.113.239.255<br>78.128.147.0-78.128.147.255 |
| The Extreme Light Infrastructure ERIC (pouze pracoviště Dolní Břežany, ČR) | The Extreme Light Infrastructure ERIC (only facility Dolní Břežany, CZ) | IPv4:<br>147.231.234.0 - 147.231.235.255<br><br>IPv6:<br>2001:0718:0431:2000::/52   |
| Univerzita Karlova   | Charles University  | IPv4:<br>78.128.160.0-78.128.209.127<br>78.128.214.66-78.128.214.67<br>193.84.55.0-193.84.63.255<br>195.113.0.0 - 195.113.63.97<br>195.113.63.99-195.113.69.255<br>195.113.89.0-195.113.93.255<br>195.113.114.0-195.113.117.255<br>195.113.130.0-195.113.131.255<br>195.113.149.132-195.113.149.135<br>195.113.149.176-195.113.149.183<br>195.113.189.0-195.113.189.255<br>195.113.223.0-195.113.223.255  |

|   |  |  |
|---|--|--|
|   |  | 195.113.229.0-195.113.229.255<br>195.113.236.0-195.113.236.255<br>195.113.245.0-195.113.245.255<br>195.113.242.224-195.113.242.231<br>78.128.214.96 - 78.128.214.111<br>193.84.53.0 - 193.84.53.255<br>195.113.180.160 - 195.113.180.167<br>195.113.185.0 - 195.113.185.127<br>195.113.186.128 - 195.113.186.167<br>195.113.187.248 - 195.113.187.253<br>195.113.246.0 - 195.113.247.255<br><br>IPv6:<br>2001:718:4::/48<br>2001:718:1200:7::/64<br>2001:718:1201::/48<br>2001:718:1207::/48<br>2001:718:1e03::/48<br>2001:718:2401::/48<br>2001:718:0:4::/64<br>2001:718:18::/48<br>2001:718:1e00::/48<br>2001:718:2400:8001::/64<br>2001:718:2401::/48 |
| Univerzita Palackého v Olomouci                       | Palacky University Olomouc                                 | IPv4:<br>158.194.0.0-158.194.255.255   |
| Univerzita Pardubice                                  | University of Pardubice                                    | IPv4:<br>195.113.124.0-195.113.129.255<br>195.113.162.128-195.113.162.255<br>195.113.168.0-195.113.168.255<br>78.128.148.0-78.128.159.255  |
| Ústav anorganické chemie AV ČR, v. v. i.              | Institute of Inorganic Chemistry of the CAS                | IPv4:<br>147.231.132.1-147.231.132.254<br>147.231.133.1-147.231.133.254  |
| Ústav fyzikální chemie J. Heyrovského AV ČR, v. v. i. | J. Heyrovsky Institute of Physical Chemistry of the CAS    | IPv4:<br>147.231.28.0-147.231.31.255   |
| Ústav makromolekulární chemie AV ČR, v. v. i.         | Institute of Macromolecular Chemistry of the CAS           | IPv4:<br>147.231.112.*<br>147.231.113.*<br>147.231.77.129-147.231.77.254<br>147.231.51.227-147.231.51.228<br>147.231.236.23  |
| Ústav organické chemie a biochemie AV ČR, v. v. i.    | Institute of Organic Chemistry and Biochemistry of the CAS | IPv4:<br>147.231.18.232-147.231.18.239<br>147.231.120.0-147.231.123.255<br>147.231.128.0-147.231.129.255<br>192.108.128.0-192.108.128.255  |
| Vysoká škola chemicko-technologická v Praze           | University of Chemistry and Technology, Prague             | IPv4:<br>147.33.*.*  |
| Vysoké učení technické v Brně                         | Brno University of Technology                              | IPv4:<br>147.229.*.*   |

## Appendix D: Title List

### RSC Gold excluding Archive / Hybrid Journals

Customer has access to the electronic versions of the following Hybrid Journals.

| Journals  | E-ISSN    | Access years during Term | Post-cancellation access | Copyright Owner* |
|---|-----------|--------------------------|--------------------------|------------------|
| <b>Analyst</b> <sup>2</sup>   | 1364-5528 | 2008-2025                | 2023-2025                | RSC              |
| <b>Analytical Methods</b> <sup>1, 2</sup>   | 1759-9679 | 2009-2025                | 2023-2025                | RSC              |
| <b>Annual Reports on the Progress of Chemistry,</b><br><b>A</b><br><b>B</b><br><b>C</b>   | 1460-4760 | 2008-2013                | -                        | RSC              |
|   | 1460 4779 | 2008-2013                | -                        | RSC              |
|   | 1460-4787 | 2008-2013                | -                        | RSC              |
| <b>Biomaterials Science</b> <sup>1, 2</sup>   | 2047-4849 | 2013-2025                | 2023-2025                | RSC              |
| <b>Catalysis Science &amp; Technology</b> <sup>1, 2</sup>   | 2044-4761 | 2011-2025                | 2023-2025                | RSC              |
| <b>Chemical Communications</b> <sup>2</sup>   | 1364-548X | 2008-2025                | 2023-2025                | RSC              |
| <b>Chemical Science</b> <sup>1, 3</sup>   | 2041-6539 | 2010-2014                | -                        | RSC              |
| <b>Chemical Society Reviews</b> <sup>2</sup>  | 1460-4744 | 2008-2025                | 2023-2025                | RSC              |
| <b>CrystEngComm</b> <sup>2</sup>  | 1466-8033 | 2008-2025                | 2023-2025                | RSC              |
| <b>Dalton Transactions</b> <sup>2</sup>   | 1477-9234 | 2008-2025                | 2023-2025                | RSC              |
| <b>Energy &amp; Environmental Science</b> <sup>2</sup>  | 1754-5706 | 2008-2025                | 2023-2025                | RSC              |
| <b>Environmental Science: Nano</b> <sup>1, 2</sup>  | 2051-8161 | 2014-2025                | 2023-2025                | RSC              |
| <b>Environmental Science: Processes &amp; Impacts</b> <sup>2</sup> including<br>Journal of Environmental Monitoring (1464-0333) 2008-2012 | 2050-7895 | 2013-2025                | 2023-2025                | RSC              |
| <b>Environmental Science: Water Research &amp; Technology</b> <sup>1, 2</sup>   | 2053-1419 | 2015-2025                | 2023-2025                | RSC              |
| <b>Faraday Discussions</b> <sup>2</sup>   | 1364-5498 | 2008-2025                | 2023-2025                | RSC              |
| <b>Food &amp; Function</b> <sup>1, 2</sup>  | 2042-650X | 2010-2025                | 2023-2025                | RSC              |
| <b>Green Chemistry</b> <sup>2</sup>   | 1463-9270 | 2008-2025                | 2023-2025                | RSC              |
| <b>Inorganic Chemistry Frontiers</b> <sup>1, 2</sup>  | 2052-1553 | 2014-2025                | 2023-2025                | PKU              |
| <b>Journal of Analytical Atomic Spectrometry</b> <sup>2</sup>   | 1364-5544 | 2008-2025                | 2023-2025                | RSC              |
| <b>Journal of Materials Chemistry A</b> <sup>2</sup>  | 2050-7496 | 2013-2025                | 2023-2025                | RSC              |
| <b>Journal of Materials Chemistry B</b> <sup>2</sup>  | 2050-7518 | 2013-2025                | 2023-2025                | RSC              |
| <b>Journal of Materials Chemistry C</b> <sup>2</sup>  | 2050-7534 | 2013-2025                | 2023-2025                | RSC              |
| including Journal of Materials Chemistry (1364-5501) 2008-2012  |           |                          | -                        |                  |
| <b>Lab on a Chip</b> <sup>2</sup>   | 1473-0189 | 2008-2025                | 2023-2025                | RSC              |
| <b>Materials Chemistry Frontiers</b> <sup>1</sup>   | 2052-1537 | 2017-2025                | 2023-2025                | IC               |
| <b>Materials Horizons</b> <sup>1, 2</sup>   | 2051-6355 | 2014-2025                | 2023-2025                | RSC              |
| <b>Molecular Omics</b> <sup>2</sup><br>including Molecular BioSystems (1742-2051) 2008-2017   | 2515-4184 | 2018-2025                | 2023-2025                | RSC              |
| <b>Molecular Systems Design &amp; Engineering</b> <sup>1, 2</sup>   | 2058-9689 | 2016-2025                | 2023-2025                | ICHEME           |
| <b>Nanoscale</b> <sup>1, 2</sup>  | 2040-3372 | 2009-2025                | 2023-2025                | RSC              |
| <b>Nanoscale Horizons</b> <sup>1, 2</sup>   | 2055-6764 | 2016-2025                | 2023-2025                | RSC              |
| <b>Natural Product Reports</b> <sup>2</sup>   | 1460-4752 | 2008-2025                | 2023-2025                | RSC              |
| <b>New Journal of Chemistry</b> <sup>2</sup>  | 1369-9261 | 2008-2025                | 2023-2025                | CNRS             |
| <b>Organic &amp; Biomolecular Chemistry</b> <sup>2</sup>  | 1477-0539 | 2008-2025                | 2023-2025                | RSC              |
| <b>Organic Chemistry Frontiers</b> <sup>1, 2</sup>  | 2052-4129 | 2014-2025                | 2023-2025                | SIOC             |
| <b>Physical Chemistry Chemical Physics</b> <sup>2</sup>   | 1463-9084 | 2008-2025                | 2023-2025                | Owner Societies  |
| <b>Polymer Chemistry</b> <sup>1, 2</sup>  | 1759-9962 | 2010-2025                | 2023-2025                | RSC              |
| <b>Reaction Chemistry &amp; Engineering</b> <sup>1, 2</sup>   | 2058-9883 | 2016-2025                | 2023-2025                | RSC              |
| <b>RSC Advances</b> <sup>1, 4</sup>   | 2046-2069 | 2011-2016                | -                        | RSC              |

| Journals  | E-ISSN    | Access years during Term | Post-cancellation access | Copyright Owner* |
|---|-----------|--------------------------|--------------------------|------------------|
| <b>RSC Medicinal Chemistry</b> <sup>2</sup><br>including MedChemComm <sup>1</sup> (2040-2511) 2010-2019 | 2632-8682 | 2020-2025                | 2023-2025                | RSC              |
| <b>Soft Matter</b> <sup>2</sup>   | 1744-6848 | 2008-2025                | 2023-2025                | RSC              |
| <b>Sustainable Energy &amp; Fuels</b> <sup>1, 2</sup>   | 2398-4902 | 2017-2025                | 2023-2025                | RSC              |

<sup>1</sup> Access is free for the first two (2) years/volumes.

<sup>2</sup> These Journals are Hybrid Journals.

<sup>3</sup> From January 2015 *Chemical Science* is a Gold Open Access journal.

<sup>4</sup> From January 2017 *RSC Advances* is a Gold Open Access journal.

## Full Gold Open Access Journals

| Journals                                  | E-ISSN    | Access    | APC Charged   | Copyright Owner |
|---|-----------|-----------|---------------|-----------------|
| <b>Chemical Science</b>                   | 2041-6539 | 2015-2024 | No            | RSC             |
| <b>Digital Discovery</b>                  | 2635-098X | 2021-2024 | From mid-2024 | RSC             |
| <b>EES Catalysis</b>                      | 2753-801X | 2022-2024 | From mid-2025 | RSC             |
| <b>Energy Advances</b>                    | 2753-1457 | 2022-2024 | From mid-2024 | RSC             |
| <b>Environmental Science: Advances</b>    | 2754-7000 | 2021-2024 | From mid-2024 | RSC             |
| <b>Environmental Science: Atmospheres</b> | 2634-3606 | 2021-2024 | From mid-2023 | RSC             |
| <b>Materials Advances</b>                 | 2633-5409 | 2020-2024 | Yes           | RSC             |
| <b>Nanoscale Advances</b>                 | 2156-0230 | 2018-2024 | Yes           | RSC             |
| <b>RSC Advances</b>                       | 2046-2069 | 2017-2024 | Yes           | RSC             |
| <b>RSC Chemical Biology</b>               | 2633-0679 | 2020-2024 | Yes           | RSC             |
| <b>RSC Sustainability</b>                 | 2753-8125 | 2022-2024 | From mid-2025 | RSC             |
| <b>Sensors &amp; Diagnostics</b>          | 2635-0998 | 2021-2024 | From mid-2024 | RSC             |
| <b>Sustainable Food Technology</b>        | 2753-8095 | 2022-2024 | From mid-2025 | RSC             |

|                 |   |
|-----------------|---|
| * RSC           | The Royal Society of Chemistry  |
| CNRS            | Centre National de la Recherche Scientifique  |
| IC              | Chinese Chemical Society, Institute of Chemistry of Chinese Academy of Sciences and Royal Society of Chemistry  |
| ICChemE         | Institution of Chemical Engineers and Royal Society of Chemistry  |
| Owner Societies | Canadian Society for Chemistry, Deutsche Bunsen-Gesellschaft für Physikalische Chemie, Institute of Chemistry of Ireland, Israel Chemical Society, Kemisk Forening, Koninklijke Nederlandse Chemische Vereniging, Korean Chemical Society, New Zealand Institute of Chemistry, Norsk Kjemisk Selskap, Polskie Towarzystwo Chemiczne, Real Sociedad Española de Química, Royal Australian Chemical Institute, Royal Society of Chemistry, Società Chimica Italiana, Suomen Kemian Seura - Kemisk Sällskapet i Finland, Svenska Kemistsamfundet, Swiss Chemical Society, and Türkiye Kimya Derneği, |
| PKU             | Chinese Chemical Society, Peking University and Royal Society of Chemistry  |
| SIOC            | Chinese Chemical Society, Shanghai Institute of Organic Chemistry and Royal Society of Chemistry  |

## Appendix E: OA Workflows and Services for Read & Publish customers

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

These OA Article workflow and services ("Services") are the article-based open access business model used by Publisher.

Eligible Journals: "Hybrid Journal" shall mean a journal title in which articles that are not Open Access Articles are published in the same issue as Open Access Articles. „Full Gold Open Access Journal“ shall mean a journal title in which all articles are published under an open access license.

Eligible Authors from Participating Institutions may publish OA articles in Eligible Journals with no fee charged to them. Range of annual Eligible Author publications: unlimited Open Access publishing of Eligible Articles in Eligible Journals.

### 1. Eligible Authors

- 1.1. Authors ("Eligible Authors") who want to publish OA Articles must be affiliated with one of the Participating Institutions and agree to Publisher's open access publishing conditions as might be applicable at the respective time. Any changes in the Publisher's open access publishing conditions shall not be detrimental to the Licensee and Participating Institutions.
- 1.2. Eligible Authors must be the primary corresponding author as designated in the article submission system, and their Participating Institution must be stated as their affiliation in both the article and the author submission workflow.
- 1.3. Eligible Authors will be identified by the Publisher through e-mail domain defined in Table of eligible domains for each institution.
- 1.4. In future, Publisher may use the following parameters together with e-mail domains(s) to identify Eligible Authors: persistent identifier, such as Ringgold, ORCID or other recognised institutional identifier as provided by the Eligible Author and published in the article metadata.
- 1.5. Eligible Authors can object to their article being made an OA Article (so-called opt out) and publish subscription based instead. Publisher will inform the both Licensee and Participating Institution in each case accordingly and in a timely manner.

## 2. Obligations of Publisher and Licensee

- 2.1. Publisher shall publish articles from Eligible Authors as OA Articles under a Creative Commons Attribution licence (CC-BY) without delay upon first publication. Publisher will make every effort to support the Eligible Author to comply with the agreement and to sign the necessary licence.
- 2.2. Publisher will not directly charge Eligible Authors.
- 2.3. Publisher shall be responsible for the identification of Eligible Authors. If authors have not provided data to identify their eligibility at submission, they are not guaranteed to be identified as eligible to publish open access. However, at the sole discretion of the Publisher, in cases where the Participating Institution or the Licensee will communicate to the Publisher a request to change the eligibility of the article, the Publisher may offer the opportunity to publish the article Open Access free of Article Processing Charge.
- 2.4. In the event that Eligible Authors are not identified on acceptance and their articles are discovered not to have been published Open Access, the Publisher will report these articles to both the Licensee and Participating Institution in their monthly reports and offer them the opportunity to convert to Open Access free of Article Processing Charge.
- 2.5. If Publisher needs to verify eligibility of an Author, Licensee and/or Participating Institution will verify the eligibility of an article as quickly as possible to ensure the timely production and publication of the article. If the Publisher requires verification of the eligibility of an article, Publisher will contact the Licensee and/or Participating Institution by email using the contact details given for the monthly report. If Participating Institution requires more than three (3) business days to approve or reject the eligibility of the article, they will inform Publisher about the delay in the process.

## 3. Reporting

- 3.1. Publisher will only count OA Articles from Eligible Authors that have been accepted for publication (article acceptance). Publisher will document how many eligible articles have been accepted for publication and will communicate this to both Licensee and Participating Institutions on a monthly basis.
- 3.2. The report shall include the following details:
  - 3.2.1. Name and email address of the Author who is affiliated to Participating Institution (must be the corresponding author)
  - 3.2.2. Author's affiliation
  - 3.2.3. Date of acceptance
  - 3.2.4. Journal Title

- 3.2.5. Article title
- 3.2.6. Article type
- 3.2.7. DOI and/ or link to the published article
- 3.2.8. Date of submission
- 3.2.9. Date of publication

Publisher shall also provide an annual report of the total number of articles published.

#### 4. Editorial independence

- 4.1 All parties recognise that neither the Licensee or Participating Institution will be involved in the editorial processes despite its financial obligations towards Publisher.
- 4.2 Publisher is not obligated to publish an article submitted by an Eligible Author on the basis of this Agreement.
- 4.3 Licensee and Participating Institutions recognise that the selection of content that is to be published on Publisher's platform is entirely at Publisher's discretion. Both Licensee and Participating Institution relinquishes all possible due claims towards Publisher resulting from Publisher's rejection to publish content, either entirely or partially, submitted by an Eligible Author.

#### 5. Termination of Services

- 5.1 Participating Institution must give Publisher notice by 90 days before the end of the respective Subscription Period that it wishes to discontinue receiving these Services.

Table of eligible domains

| Institution (Czech)                   | Institution (English)                 | E-mail domain(s)*  |
|---------------------------------------|---------------------------------------|--|
| Fyzikální ústav AV ČR, v. v. i.       | Institute of Physics of the CAS       | <a href="mailto:fzu.cz">fzu.cz</a>   |
| Masarykova univerzita                 | Masaryk University                    | <a href="mailto:muni.cz">muni.cz</a>   |
| Mendelova univerzita v Brně           | Mendel University in Brno             | <a href="mailto:mendelu.cz">mendelu.cz</a>   |
| The Extreme Light Infrastructure ERIC | The Extreme Light Infrastructure ERIC | <a href="mailto:eli-beams.eu">eli-beams.eu</a> ,<br><a href="mailto:eli-beams.cz">eli-beams.cz</a> ,<br><a href="mailto:eli-laser.eu">eli-laser.eu</a> |
| Univerzita Karlova                    | Charles University                    | <a href="mailto:cuni.cz">cuni.cz</a>   |
| Univerzita Palackého v Olomouci       | Palacky University Olomouc            | <a href="mailto:upol.cz">upol.cz</a>   |



|  |   |   |
|--|---|---|
| Univerzita Pardubice                                     | University of Pardubice                                       | <a href="http://upce.cz">upce.cz</a>  |
| Ústav anorganické chemie<br>AV ČR, v. v. i.              | Institute of Inorganic Chemistry of the<br>CAS                | <a href="http://iic.cas.cz">iic.cas.cz</a>                                  |
| Ústav fyzikální chemie<br>J. Heyrovského AV ČR, v. v. i. | J. Heyrovsky Institute of Physical<br>Chemistry of the CAS    | <a href="http://jh-inst.cas.cz">jh-inst.cas.cz</a>                          |
| Ústav makromolekulární chemie<br>AV ČR, v. v. i.         | Institute of Macromolecular Chemistry of<br>the CAS           | <a href="http://imc.cas.cz">imc.cas.cz</a>                                  |
| Ústav organické chemie a biochemie<br>AV ČR, v. v. i.    | Institute of Organic Chemistry and<br>Biochemistry of the CAS | <a href="http://uochb.cas.cz">uochb.cas.cz</a>                              |
| Vysoká škola chemicko-<br>technologická v Praze          | University of Chemistry and Technology,<br>Prague             | <a href="http://vscht.cz">vscht.cz</a>                                      |
| Vysoké učení technické v Brně                            | Brno University of Technology                                 | <a href="http://vutbr.cz">vutbr.cz</a> , <a href="http://vut.cz">vut.cz</a> |

\*Subdomains of the above listed domains shall be included too and may be communicated by Licensee to the Distributor or Publisher as needed.

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

The following journals are eligible for Open Access publishing:

| Journals   | E-ISSN    | Hybrid / Gold OA |
|--|-----------|------------------|
| Analyst  | 1364-5528 | Hybrid           |
| Analytical Methods                                 | 1759-9679 | Hybrid           |
| Biomaterials Science                               | 2047-4849 | Hybrid           |
| Catalysis Science & Technology                     | 2044-4761 | Hybrid           |
| Chemical Communications                            | 1364-548X | Hybrid           |
| Chemical Science                                   | 2041-6539 | Gold OA          |
| Chemical Society Reviews                           | 1460-4744 | Hybrid           |
| CrystEngComm                                       | 1466-8033 | Hybrid           |
| Dalton Transactions                                | 1477-9234 | Hybrid           |
| Digital Discovery                                  | 2635-098X | Gold OA          |
| EES Catalysis                                      | 2753-801X | Gold OA          |
| Energy & Environmental Science                     | 1754-5706 | Hybrid           |
| Energy Advances                                    | 2753-1457 | Gold OA          |
| Environmental Science: Advances                    | 2754-7000 | Gold OA          |
| Environmental Science: Atmospheres                 | 2634-3606 | Gold OA          |
| Environmental Science: Nano                        | 2051-8161 | Hybrid           |
| Environmental Science: Processes & Impacts         | 2050-7895 | Hybrid           |
| Environmental Science: Water Research & Technology | 2053-1419 | Hybrid           |
| Faraday Discussions                                | 1364-5498 | Hybrid           |
| Food & Function                                    | 2042-650X | Hybrid           |
| Green Chemistry                                    | 1463-9270 | Hybrid           |
| Inorganic Chemistry Frontiers                      | 2052-1553 | Hybrid           |
| Journal of Analytical Atomic Spectrometry          | 1364-5544 | Hybrid           |
| Journal of Materials Chemistry A                   | 2050-7496 | Hybrid           |
| Journal of Materials Chemistry B                   | 2050-7518 | Hybrid           |
| Journal of Materials Chemistry C                   | 2050-7534 | Hybrid           |
| Lab on a Chip                                      | 1473-0189 | Hybrid           |
| Materials Advances                                 | 2633-5409 | Gold OA          |
| Materials Chemistry Frontiers                      | 2052-1537 | Hybrid           |
| Materials Horizons                                 | 2051-6355 | Hybrid           |
| Molecular Omics                                    | 2515-4184 | Hybrid           |
| Molecular Systems Design & Engineering             | 2058-9689 | Hybrid           |
| Nanoscale  | 2040-3372 | Hybrid           |
| Nanoscale Advances                                 | 2156-0230 | Gold OA          |
| Nanoscale Horizons                                 | 2055-6764 | Hybrid           |
| Natural Product Reports                            | 1460-4752 | Hybrid           |
| New Journal of Chemistry                           | 1369-9261 | Hybrid           |
| Organic & Biomolecular Chemistry                   | 1477-0539 | Hybrid           |
| Organic Chemistry Frontiers                        | 2052-4129 | Hybrid           |
| Physical Chemistry Chemical Physics                | 1463-9084 | Hybrid           |
| Polymer Chemistry                                  | 1759-9962 | Hybrid           |
| Reaction Chemistry & Engineering                   | 2058-9883 | Hybrid           |
| RSC Advances                                       | 2046-2069 | Gold OA          |
| RSC Chemical Biology                               | 2633-0679 | Gold OA          |
| RSC Medicinal Chemistry                            | 2632-8682 | Hybrid           |

| <b>Journals</b>                       | <b>E-ISSN</b> | <b>Hybrid / Gold OA</b> |
|---------------------------------------|---------------|-------------------------|
| <b>RSC Sustainability</b>             | 2753-8125     | Gold OA                 |
| <b>Sensors &amp; Diagnostics</b>      | 2635-0998     | Gold OA                 |
| <b>Soft Matter</b>                    | 1744-6848     | Hybrid                  |
| <b>Sustainable Energy &amp; Fuels</b> | 2398-4902     | Hybrid                  |
| <b>Sustainable Food Technology</b>    | 2753-8095     | Gold OA                 |