



## **STANDARD LICENSE AGREEMENT**

#### ALBERTINA ICOME PRAHA S.R.O.

AND

#### THE NATIONAL LIBRARY OF TECHNOLOGY

This License Agreement ("**Agreement**") is made between Albertina icome Praha s.r.o., Štěpánská 16, 110 00 Praha 1, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 20775, ID number 49612158 ("**Distributor**"), a supplier of the product(s) of the following Publisher: THE CHANCELLOR, MASTERS, AND SCHOLARS OF The UNIVERSITY OF OXFORD trading as **Oxford University Press** of Great Clarendon Street, Oxford OX2 6DP, United Kingdom ("**Publisher**")

and

The National Library of Technology, a State Contribution Organization set up by the Ministry of Education, Youth and Sports, with its principal offices at Technická 2710/6, 160 80 Praha 6 – Dejvice, ID No.: 61387142 (**"Licensee**")

(Distributor and Licensee together as the "Parties", and separately each as a "Party").

The Licensee acts as a central purchasing body within the meaning of Act No. 134/2016 Coll., on Public Procurement, as amended, for concluding license agreements on behalf of Participating Institutions as listed in Appendix B ("**Participating Institutions**") as part of the project CzechELib. In the event the Licensee is listed in Appendix B, all and any provisions related to Participating Institutions shall be without any limitation applicable also to the Licensee.

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

In consideration of the Read and Publish Fees (as defined in Section 3.1 and set out in Appendix B) paid by the Licensee to the Distributor in accordance with the payment terms set out in Appendix A, of the mutual promises contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the

Parties agree as follows:

- 1. Representation, Subject of the Agreement, Content of Licensed Materials; Grant of License
- 1.1 <u>Representation.</u> The Distributor hereby represents and warrants that it has all the authority, competence and license to grant a license to the Licensed Materials to the Licensee as defined in this Agreement. Where the performance of the Distributor's obligation depends on the activity and/or cooperation of the Publisher, the Distributor shall ensure and is liable for any violation of the rights and/or obligations stipulated herein as a result of the activity or inactivity of the Publisher and this can serve as a reason for termination of this Agreement pursuant to Section 11.
- 1.2 <u>Subject of the Agreement</u>. The subject of this Agreement is to define the conditions of cooperation and the rights and duties of the Parties while providing the Licensed Materials to the Licensee and the Participating Institutions as defined in this Agreement.
- **1.3** <u>Licensed Materials</u>. The materials that are the subject of this Agreement are set forth in Appendix A ("Licensed Materials").
- 1.4 <u>Grant of License.</u> The Distributor hereby grants to the Licensee a non-exclusive, non-transferable (except the following sublicenses or other corresponding authorization), system-wide perpetual right, or if perpetual is not objectively possible under applicable law then to the maximum extent permissible under applicable law (regardless whether in form of a license or a sublicense), to use the Licensed Materials pursuant to this Agreement, limited to the territory of the Czech Republic. The Licensee is entitled to grant the sublicenses or any other corresponding authorization to the Participating Institutions in order to provide the Licensed Materials to the Authorized Users (as defined in Section 4.1 of this Agreement) of the Participating Institutions in accordance with the terms of this Agreement.
- 1.5 <u>Ownership of Intellectual Property.</u> Nothing in this Agreement shall be construed, interpreted or understood as transfer of ownership of any copyright, trademarks, service marks from the Distributor or its suppliers to the Licensee or the Authorized Users.
- 1.6 <u>Open Access Publishing.</u> The publication of Open Access Articles in accordance with Appendix E
- 2. Delivery & Access
- 2.1 The Distributor will provide the Licensed Materials to the Licensee and to the Participating Institutions in the following manner:

<u>Network Access.</u> The Licensed Materials will be stored at one or more of the Publisher's locations in digital form accessible by telecommunication links between

such locations and authorized locations of the Licensee and the Participating Institutions.

#### 3. Fees

- 3.1 <u>Fees and Payment.</u> The Licensee shall pay the Distributor a fee for the license concerning the Licensed Materials and Open Access Publishing pursuant to the terms set forth in Appendix A based on an invoice issued by the Distributor ("**Read and Publish Fees**"). All Read and Publish Fees are due and payable by the Licensee by 15 May of the respective calendar year, unless otherwise stipulated in Appendix A. The allocation of the Read and Publish Fees is set out in Appendix B.
- 3.2 Incomplete Payment. The Licensee may cover the invoice partially if a Participating Institution did not provide its financial contribution in time. In the event of such incomplete payment, the Licensee will notify the Distributor in writing of the intended difference no less than ten (10) days prior to the due date. In such case the Licensee is not in delay with the payment and the Distributor or the Publisher may suspend the IP addresses of such Participating Institution until the Fee is completely paid.
- 3.3 <u>Change of number of Participating Institutions listed in Appendix B.</u> In case any Participating Institution shall lose its status as a Participating Institution or in case any Potential Participating Institution and/or new scientific (or similar) institution shall reveal its intent to become a Participating Institution, the Distributor shall enter into negotiations with the Licensee to amend this Agreement and to correspondingly renegotiate the Fee.
- 4. Authorized Use of Licensed Materials
- 4.1 **Authorized Users**. "Authorized Users" are:
  - (a) <u>Persons affiliated with the Participating Institutions.</u> Full and part-time employees, faculty, staff and students of the Participating Institutions, and registered users. For authorized sites of the Participating Institutions, see Appendix B. Should the Licensee be listed in the Appendix B as the Participating Institution, all provisions concerning the Participating Institution and the Authorized Users shall apply also with respect to the Licensee.
  - (b) <u>Walk-ins.</u> Persons not affiliated with the Participating Institutions who are physically present at the Participating Institutions' site(s) ("**Walk-ins**").
- 4.2 <u>Access by and Authentication of Authorized Users.</u> Authorized Users of the Participating Institutions shall be granted access to the Licensed Materials pursuant to the following:

- (a) IP Addresses. Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by the Licensee to the Distributor. The use of proxy servers by the Licensee or the Participating Institutions is authorized as long as any proxy server IP addresses provided limit remote or offcampus access to the Authorized Users. Authorized IP Addresses are listed in Appendix C. An updated list will be sent to the Distributor on an annual or asneeded basis without the need to amend this Agreement. Alternatively, if the Publisher is utilizing its own and/or third-party system for IP range change notification (such as e.g. IP Registry), then an updated list may be sent via such system instead. The Distributor shall ensure that the Publisher shall use reasonable efforts to cooperate with the Participating Institutions in the implementation of new authentication protocols and procedures (such as Shibboleth) as they are developed during the term of this Agreement. Both the Licensee and the Distributor will provide cooperation to coordinate or facilitate this process but they will not be liable for correct implementation of such authentication protocols and procedures (which remain the full responsibility of the Publisher and the respective Participating Institution).
- (b) <u>Distributor or Publisher Administered Authentication.</u> Intentionally left blank.
- (c) Personally Identifiable Information (Personal Data) of Authorized Users. The Licensee, the Distributor and the Publisher together and individually acknowledge and agree that the Licensee neither transfers nor provides any personally identifiable information (personal data) of the Authorized Users to the Distributor. Access to the Licensed Materials is primarily granted via IP Addresses pursuant to Section 4.2(a) of this Agreement which prevent any identification of the Authorized User. In case of the Distributor or the Publisher Administered Authentication pursuant to Section 4.2(b) of this Agreement, the Distributor and the Publisher are required to ensure lawful processing of any personally identifiable information (personal data). This does not preclude the Licensee to hand over the contact details of the Participating Institutions' contact persons or other personal data where the Licensee has a valid legal basis therefor.
- 4.3 <u>Authorized Uses.</u> The Participating Institutions and the Authorized Users may make all use of the Licensed Materials as is consistent with the applicable law and with this Agreement, including but not limited to the following licensing conditions ("Authorized Uses"). In addition, the Licensed Materials may be used for purposes of research, education or other non-commercial use as particularly follows:
  - (a) <u>Display</u>. The Participating Institutions and the Authorized Users shall have the right to electronically display the Licensed Materials.
  - (b) <u>Digital Copy.</u> The Participating Institutions and Authorized Users may download and digitally copy single copies of a reasonable portion of the Licensed Materials.
  - (c) <u>Print Copy.</u> The Participating Institutions and the Authorized Users may print single copies of a reasonable portion of the Licensed Materials.

- (d) <u>Recover Copying Costs.</u> The Participating Institutions may impose a reasonable fee on the Authorized Users to cover costs of copying or printing portions of the Licensed Materials by or for the Authorized Users.
- (e) <u>Archival/Backup Copy.</u> Intentionally left blank.
- (f) <u>Caching.</u> The Participating Institutions and the Authorized Users are authorized in the course of an automatic process of an internet browser or any other software to make temporary local digital copies of the Licensed Materials in order to ensure proper operation and use of such internet browser or for proper functioning of such software. For the avoidance of doubt, the cached copy is not a derivative work.
- (g) <u>Classroom Use.</u> The Participating Institutions and the Authorized Users may distribute single copies of individual articles or items of the Licensed Materials in print or electronic form to the Authorized Users. For the avoidance of doubt, classroom handouts shall include the distribution of a copy for teaching purposes to all individual Authorized Users in a class at Authorized Sites (Appendix B).
- (h) <u>Collections of Information.</u> The Participating Institutions and the Authorized Users shall be permitted to extract or use information contained in the Licensed Materials for non-commercial educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis, provided that such use shall not infringe the Publisher's copyright in the Licensed Materials.
- (i) <u>Course Packs (Print and Electronic).</u> The Participating Institutions and the Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of a packet of the materials used in the classroom ("**Course Packs**") or other educational materials provided that no person other than an Authorized User may use such Course Packs. Participating Institutions and Authorized Users shall not be permitted to include any of the Publisher's trade marks on such Course Packs without the Publisher's prior written approval.
- (j) <u>Course Reserves (Print and Electronic).</u> The Participating Institutions and the Authorized Users may use a reasonable portion of the Licensed Materials in connection with specific courses of instruction offered by the Participating Institutions provided that no person other than an Authorized User may access such courses of instruction. The Licensee, Participating Institutions and Authorized Users shall not be permitted to include any of the Publisher's trade marks on such courses of instruction without the Publisher's prior written approval.
- (k) <u>Electronic Links.</u> The Participating Institutions and the Authorized Users may provide hyperlinks from the Participating Institutions' and the Authorized Users' web page(s) or website(s) to individual units of content within the Licensed

Materials, provided that only Authorized Users shall have the ability to view the Licensed Materials.

- (I) <u>Scholarly Sharing.</u> On an ad hoc basis, the Authorized Users may transmit to a third party, in hard copy or electronically, minimal, insubstantial amounts or a portion of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use in the nature of collaboration, comment, or scholarly exchange of ideas but in no case for resale or commercial purposes or in a manner that would substitute for direct access to the Licensed Materials via services offered by the Distributor and/or the Publisher and provided further that such transmission shall only be in response to an individual request from such third party.
- (m) Text and Data Mining. The Authorized Users may use the Licensed Materials to perform and engage in text and/or data mining activities for non-commercial purposes only, including academic research, scholarship, and other educational purposes and may utilize and share the results of text and/or data mining in their scholarly work and make the results available for use by others, so long as the purpose is not to create a product for use by third parties that would substitute for the Licensed Materials; and provided that such results are made and stored only to the extent necessary for the purposes of such computational analysis; such results are not transferred to any other person or used for any other purpose without the Publisher's consent; such results are destroyed once they are no longer necessary for the relevant computational analysis; the Authorized Users acknowledge the use of the Licensed Materials if any such results are published; and the Authorized Users comply with all Publisher usage policies communicated to them or made available to them, including without limitation any security measures and conditions of access. The Distributor and the Publisher will, upon receipt of a written request, cooperate with the Licensee and the Authorized Users as will be reasonably necessary for making the Licensed Materials available in a manner and form most useful to the Authorized User. The Distributor shall ensure that the Publisher will provide the Licensee, upon request, with copies of the Licensed Materials for text and data mining purposes without any extra fees.
- (n) <u>Interlibrary Loan.</u> Using electronic, paper, or intermediated means, the Participating Institutions may at their discretion fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan ("ILL"). The Distributor agrees and ensures that the Publisher will agree that the electronic form of the Licensed Materials may be used as a source for the ILL whereby articles and/or chapters can be printed and these print copies can be delivered via postal mail, fax, or fax-based service to fulfill ILL requests from an academic, research or other non-commercial library, for the purposes only of supplying an Authorized User of the recipient library with a single copy of an electronic original of an individual document from the Licensed Materials for the purpose of research or private study and not for commercial use. Requests received from for-profit companies will not be honored. An ILL through secure electronic

transmission, as demonstrated by the ARIEL, is permitted. Files transmitted in this manner must carry copyright notices and comply with the applicable law.

- (o) <u>Bibliographic Citations.</u> The Participating Institutions and the Authorized Users may use, with appropriate credit given, figures, tables, and brief excerpts from the Licensed Materials in the Participating Institutions' and the Authorized Users' own scientific, scholarly, and educational works. For the avoidance of doubt, the Participating Institutions and the Authorized Users may use citation and abstract information in faculty profiling systems, in lists of publications on faculty and institutional web pages, and to create bibliographies, and store a single copy of an individual document being part of the Licensed Materials, including within secure personal bibliographic reference/citation management systems.
- 4.4 <u>No Diminution of Rights.</u> Nothing in this Agreement, including but not limited to the Authorized Uses, shall be interpreted to diminish the rights and privileges of the Licensee, the Participating Institutions or the Authorized Users with respect to any of the Licensed Materials, including exceptions or limitations regarding the exclusive rights of copyright owners. In the event that any content included in the Licensed Materials is in the public domain or has been issued under a Creative Commons or other open license, neither the Distributor nor the Publisher shall place access, use or other restrictions on that content beyond those found in the open license, where applicable.
- 4.5 **<u>The Rights of the Author to Use Own Work.</u>** Intentionally omitted.
- 4.6 Intentionally omitted.
- 4.7 Intentionally omitted.

#### 4.8 Scope of Authorized Use and Access to Licensed Materials.

<u>Unlimited Access.</u> Subject to the terms of this Agreement, the Participating Institutions and the Authorized Users shall have unlimited and simultaneous user access to the Licensed Materials.

#### 5. Specific Restrictions on Use of Licensed Materials

- 5.1 <u>Unauthorized Use.</u> The Licensee, the Participating Institutions, or the Authorized Users shall not knowingly permit anyone other than the Authorized Users to access the Licensed Materials.
- 5.2 <u>Modification of Licensed Materials.</u> The Participating Institutions or the Authorized Users shall neither modify nor manipulate the Licensed Materials without the prior written permission of the Publisher.

- 5.3 <u>**Removal of Copyright Notice.**</u> The Participating Institutions or the Authorized Users shall not remove, obscure or modify any copyright or other notices included in the Licensed Materials.
- 5.4 <u>**Commercial Purposes.**</u> The Participating Institutions or the Authorized Users may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials, fee-for-service use of the Licensed Materials; nor may the Licensee and the Participating Institutions impose special charges on the Authorized Users for use of the Licensed Materials beyond reasonable printing or administrative costs. For the avoidance of doubt, research conducted by the Participating Institutions and Authorized Users that is supported by a commercial entity shall not be considered use for commercial purposes.

#### 6. Mutual Performance Obligations

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

## 7. Performance Obligations

7.1 The Distributor will use reasonable efforts to ensure that its or the Publisher's performance will meet or exceed industry standards and practices. Additionally, the Distributor agrees to the following performance standards set out in this Section 7.

- 7.2 The Distributor is obliged to acquaint the Publisher with the content of this Agreement. The Distributor shall ensure that all Publisher's obligations under this Agreement will be fulfilled. The Distributor may under no circumstances exclude or limit its liability due to any lack of cooperation from the Publisher. The Distributor shall ensure that the Publisher will provide its cooperation in duly and timely manner so all obligations stipulated herein may be orderly fulfilled.
- 7.3 <u>Availability of the Licensed Materials.</u> Upon the Effective Date (as specified in Section 9.1 of this Agreement), the Distributor shall ensure that the Licensed Materials become available to the Participating Institutions and the Authorized Users.

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

- 7.4 **Discovery of the Licensed Materials.** The Distributor shall make reasonable efforts to ensure that the Publisher will make the Licensed Materials available through the Licensee's and/or the Participating Institutions' user interface and search systems for discovering and displaying content from local, database and web-based sources ("**Discovery Service System**") for indexing and discovery purposes. The Licensee shall provide the Distributor with full details of the Licensee's and/or Participating Institutions' discovery service vendors ("the discovery service vendors"). Subject to entering into a separate metadata license between the Distributor and each discovery service vendor, the Distributor shall make reasonable effort to provide the Licensee's and/or the Participating Institutions' discovery service vendors on an ongoing basis the citation and complete descriptive metadata (including all subject headings, abstracts, and keywords) and full-text content necessary to facilitate optimal discovery and accessibility of the content for the benefit of the Participating Institutions and the Authorized Users.
- 7.5 **Persistent Linking.** The Distributor shall make reasonable effort to ensure that the Publisher will comply with the most current version of the OpenURL standard (ANSI/NISA Z39.88 or any that replaces it during the term of this Agreement) and to provide a mechanism for persistent links to content.
- 7.6 Online Terms and Conditions. In the event that the Distributor or the Publisher requires the Authorized Users to agree to additional terms relating to the use of the Licensed Materials (commonly referred to as "click-through" or "clickwrap" licenses), or otherwise attempts to impose terms on the Authorized Users through

online terms and conditions invoked by the mere use or viewing of the Licensed Materials, such additional terms shall only apply to the Authorized Users who agreed to the respective additional terms. Such additional terms shall not materially differ from the provisions of this Agreement and violation of these additional terms by the Authorized Users will not be considered as breach of this Agreement but merely and exclusively as breach of these additional terms. In the event of any conflict between the additional terms and this Agreement, the terms of this Agreement shall prevail. The Distributor or the Publisher alone shall be liable and responsible for any personal data processing that occurs with respect to these additional online terms and conditions as either the Distributor or the Publisher determines the scope and purpose of such personal data processing. For the avoidance of doubt, the Authorized Users are not a party to this Agreement.

- 7.7 <u>Documentation</u>. If available, the Distributor will provide or shall ensure that the Publisher will provide, complete and up-to-date help and operational documentation to the Licensee, the Participating Institutions and the Authorized Users in an electronic format. Such documentation may be provided by means of the Distributor's and/or Publisher's online system and/or system for administrators.
- 7.8 Support. The Distributor shall ensure that the Distributor or Publisher will provide activation and installation support, including assisting the Participating Institutions and Authorized Users with the implementation of any Publisher software. The Distributor will offer reasonable levels of continuing support to assist the Licensee, Participating Institutions and Authorized Users in the use of the Licensed Materials. The Distributor shall ensure that the Distributor will make its personnel available by emai and/or phone during cross section of the Publisher's and the Licensee's and/or the Participating Institutions' regular business hours, Monday through Friday, for feedback, problem-solving, or general questions, and they will respond in a timely manner. If there is a change in a contact for support, either the Distributor or the Publisher will notify the Licensee and the Participating Institutions of such change. The change is effective by the delivery of the notice to the Licensee and the Participating Institutions.
- 7.9 <u>Training.</u> The Distributor shall ensure that the Distributor or Publisher will, upon agreement and in a reasonable quantity, provide to the Licensee, the Participating Institutions and the Authorized Users appropriate on-site or online training related to the use of the Licensed Materials and any Publisher software. The Distributor shall also ensure that the Distributor or the Publisher will provide additional training to the Licensee and the Participating Institutions staff if made necessary by any updates or modifications to the Licensed Materials or any of the Publisher's software.
- 7.10 <u>Updates.</u> The Distributor shall ensure that the Publisher will provide and implement regular system and project updates to the Participating Institutions as they become available. No additional fee shall be charged for updates.
- 7.11 <u>Quality of Service.</u> The Distributor shall use reasonable efforts to provide the Licensed Materials with a quality of service consistent with industry standards, specifically to provide continuous service with a minimum of 96% up-time per

subscription, with a maximum 4% down-time including schedule maintenance and repairs performed at a time to minimize inconvenience to Licensee and its Authorized Users and restore the service as soon as possible in the event of an interruption or suspension of service. For the avoidance of doubt, unexpected maintenance may occur and the Distributor endeavors to inform Licensee as soon as possible in such circumstance.

- 7.12 **Problems with Licensed Materials.** If the Licensed Materials fail to operate, display, load, or render in conformance with the terms of this Agreement, the Licensee or the Participating Institution shall immediately notify the Distributor or the Publisher in writing, and the Distributor shall ensure that the Publisher will promptly use best efforts to restore access to the Licensed Materials as soon as possible. In the event that the non-conformity materially affects the Participating Institutions' or the Authorized Users' use of the Licensed Materials, and the Publisher fails to remedy the non-conformity within five (5) business days, the Distributor shall reimburse the Licensee for such problems in an amount that is proportional to the Fee.
- 7.13 Transfer or Acquisition of Titles. If any portion of the Licensed Materials is transferred to or acquired from another party, the Distributor shall ensure that the Publisher will use reasonable efforts so the Participating Institutions will not lose access to the Licensed Materials or any rights under this Agreement as a result of the transfer or acquisition. Any archival and perpetual access rights that have been granted shall be retained, whether the Publisher is acting as the transferring or acquiring party. If the Publisher is transferring any portion of the Licensed Materials to another party, the Distributor shall ensure that the Publisher will use reasonable efforts to assign all rights and obligations under this Agreement to the assignee. If the Publisher is acquiring content that will become subject to this Agreement, the Distributor shall ensure that the Publisher will use reasonable efforts to acquire the rights necessary for its performance under this Agreement, including but not limited to perpetual access rights. The Distributor shall ensure that the Publisher will provide the relevant party with all the relevant payment and rights information. For journal titles, the Distributor shall use reasonable efforts to ensure that the Publisher will comply with the NISO Transfer Code of Practice.<sup>1</sup>
- 7.14 **Completeness of Content.** Where applicable, the Distributor shall use reasonable efforts to ensure that the online content: (1) is at least as complete as the print and other physical format versions of the Licensed Materials; and (2) represents complete, accurate, and timely replications of the corresponding content contained within the print and other physical format versions of such Licensed Materials.
- 7.15 In order to facilitate the assessment of completeness of content, the Distributor shall use reasonable efforts to ensure that the Publisher will provide upon the Licensee's request a report of the content in the Licensed Materials at the title, issue, chapter, or item level. The Distributor shall ensure that the Publisher will disclose to the Licensee

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

content known or found to be missing from the Licensed Materials, including but not limited to images, pages, issues, and chapters.

- 7.16 If the online content is a digitized version of the print content and differs from the print or other physical format versions of the Licensed Materials so as to be substantially less useful to the Licensee, the Participating Institutions or their Authorized Users, the Licensee may remove the relevant material from the Licensed Material and the Distributor shall make a pro rata refund of part of the Fee, taking into account the amount of material withdrawn and the remaining un-expired portion of the term of this Agreement.
- 7.17 Notification of Modifications of Licensed Materials. From time to time, the Publisher may add, change, or modify portions of the Licensed Materials, or migrate the Licensed Materials to other formats. When such changes, modifications, or migrations occur, the Distributor shall use reasonable efforts to ensure that the Publisher will give prior written notice of any such changes to the Licensee and the Participating Institutions as soon as is practicable. Such a notice may also be given directly by the Publisher to the Licensee.
- 7.18 <u>Withdrawal of Licensed Materials.</u> 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 Publisher will give prior written notice of the withdrawal to the Licensee and the Participating Institutions as soon as is practicable, specifying the item or items to be withdrawn. Such a notice may also be given directly by the Publisher to the Licensee.
- 7.19 If any such withdrawal renders the Licensed Materials 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 by Licensee for the Licensed Materials under this Agreement.
- 7.20 <u>Itemized Holdings/Title List.</u> Prior to the beginning of every calendar year, the Distributor or the Publisher will provide the Licensee with the current itemized holdings report that will specify the titles included in the Licensed Materials for the next Subscription Period (as specified in Section 9.3 of this Agreement). The Distributor shall ensure that the Publisher will use reasonable efforts to update itemized holdings reports as soon as is practicable when the holdings information changes, and will provide this information in a timely manner 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,<sup>2</sup> the Distributor or the Publisher will use reasonable efforts to provide itemized holdings lists for the Licensed Materials in a KBART-compliant format, including a column/field for dates (YYYY-MM) of additions.

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

- 7.21 <u>Usage Statistics.</u> The Distributor shall use reasonable efforts to ensure that the Publisher will provide access to both composite system-wide use data and itemized data to the Licensee for the Participating Institutions, on a monthly basis. The statistics shall meet or exceed the most recent project <u>Counting Online Usage of NeTworked Electronic Resources ("COUNTER")</u> Code of Practice Release,<sup>3</sup> 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 use reasonable efforts that the Publisher will comply with the implementation time 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) Protocol<sup>4</sup> 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, unless the third party owns rights in the Licensed Materials; in such case the Distributor shall ensure that the usage statistics will not be provided to any other third party. The Distributor shall not provide and shall ensure that the Publisher will also not provide usage statistics of any Participating Institution in any form to any third party (with the exception of the Licensee) without the Participating Institution's prior written consent, unless the third party owns rights in the Licensed Materials. In all cases, the disclosure of such data shall fully protect the anonymity of individual users and the confidentiality of their searches, and will comply with all applicable privacy legislation. Neither the Distributor nor the Publisher shall disclose or sell to any third party usage data or information about the Licensee, any Participating Institution or the Authorized Users without the Licensee's and/or the relevant Participating Institution's prior written consent or unless specifically required by law.
- 7.23 Confidentiality of Personally Identifiable Information (Personal Data). The Distributor agrees and is obliged to 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). If the Distributor or the Publisher is compelled by law or court order to disclose personally identifiable information (personal data) of the Authorized Users or patterns of use, the Distributor shall provide the Licensee with adequate prior written notice as soon as is practicable, so that the Licensee, the Participating Institution or the Publisher will notify the Licensee and Authorized Users as soon as is practicable if the Distributor's or Publisher's systems are breached and the confidentiality of personally identifiable information (personal data) is compromised.

<sup>&</sup>lt;sup>3</sup> <u>http://www.projectcounter.org/code\_practice.html</u>

<sup>&</sup>lt;sup>4</sup> <u>http://www.niso.org/workrooms/sushi/</u>

- 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 Institution or any Authorized User as specified in this Agreement or under applicable law. If the use of DRM renders the Licensed Materials substantially less useful to, the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement.
- 7.25 <u>Use of Digital Watermarking Technology.</u> In the event that either the Distributor or the Publisher utilizes any type of watermarking technology for any element of the Licensed Materials, the 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. These watermarks shall contain usernames but shall not contain IP address. Licensee acknowledges that Publisher implements digital watermarking technology on its online products.
- 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 <u>Branding.</u> If reasonably possible, the Distributor will 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.** Subject to the terms of Appendix E the Distributor shall procure that the Publisher agrees to allow Eligible Authors from Participating Institutions to have Articles published on an Open Access basis in certain Eligible Journals.

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 <u>License Terms Notification.</u> The Licensee shall secure that the Participating Institutions will use reasonable efforts to provide the Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement.
- 8.2 **Protection from Unauthorized Use.** The Licensee shall secure that the Participating Institutions will use reasonable efforts to restrict access to the Licensed Materials to the Authorized Users in the case of their unauthorized use of the Licensed Materials in accordance with the terms and conditions of this Agreement.
- 8.3 <u>Maintaining Confidentiality of Access Passwords.</u> Where access to the Licensed Materials is to be controlled by the use of passwords, the Licensee shall secure that the Participating Institutions will use reasonable efforts to inform the Authorized Users that they should not divulge their numbers and passwords to any third party. The Licensee shall secure that the Participating Institutions will 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 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.

<sup>&</sup>lt;sup>5</sup> 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 its reasonable administrative discretion, to continue this Agreement. In the event of such financial circumstances, the Licensee will notify the Distributor of the intent to terminate this Agreement or partially terminate this Agreement at least ninety (90) days before the end of the respective Subscription Period. This Agreement shall terminate in the selected extent on the last day of the respective Subscription Period without penalty of expense to the Licensee of any kind whatsoever, except as to the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available. In the event of such termination of this Agreement, the Licensee and Participating Institutions shall maintain their perpetual right (where applicable) to the Licensed Materials under fully paid Subscription Periods, subject to Section 12 of this Agreement.
- 11.2 <u>Termination for a Material Breach.</u> Each Party shall notify the breaching Party of a material breach of this Agreement in writing with a detailed description of the breach. The breaching Party shall have 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 <u>Termination of Access.</u> Upon termination of this Agreement, the Distributor or the Publisher may terminate access to the Licensed Materials by the Licensee, the Participating Institutions and the Authorized Users (in case of a partial termination of this Agreement only with respect to the particular Participating Institution and their Authorized Users), subject to Section 12 of this Agreement. In addition, authorized copies of the Licensed Materials made by the Authorized Users may be retained for educational purposes and used subject to the terms of this Agreement even after the termination of this Agreement.
- 11.4 <u>**Refunds.**</u> In the event of early termination pursuant to this Agreement, except for termination for a material breach by the Licensee pursuant to Section 11.2 of this Agreement, the Licensee shall be entitled to a refund of any Fee or pro-rata portion thereof paid by the Licensee for any remaining period of this Agreement calculated from the date of termination.

#### 12. Perpetual Rights

- 12.1 **Perpetual License.** Notwithstanding anything else in this Agreement, the Distributor grants or shall ensure that the Publisher will grant to the Licensee and the Participating Institutions a non-exclusive, royalty free, system wide perpetual license, or if perpetual is not objectively possible under the applicable law then to the maximum extent permissible under applicable law, limited to the territory of the Czech Republic to use any Licensed Materials that were subscribed to or for which a perpetual license has fee 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 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 a third party trusted archives (such as Portico) and/or participating in collaborative archiving endeavors to exercise such perpetual rights.
- 12.2 <u>Archival Copy.</u> If the Publisher ceases to host the Licensed Materials or if the Licensee opts to self-host, the Publisher shall enable continuing access to the Licensed Materials in question by providing the Licensee an electronic file containing the content of the Licensed Materials in XML format, or such other format as the Publisher may determine in its discretion, for the purpose of self-hosting by the

Licensee. Such provision will be subject to the Publisher approval and the parties agreeing additional terms and conditions in connection with the provision and self-hosting of such electronic copy. For the avoidance of doubt, the Publisher will not be obligated to provide the Licensee with any Licensed Material or part(s) thereof that the Publisher no longer has the right to publish, grant access to or otherwise distribute in this way.

- 12.3 In the event the Distributor or the Publisher discontinues or suspends selling or licensing the Licensed Materials, the Distributor shall make all reasonable efforts to ensure that continuing access is provided:
  - (a) By the new publisher of the relevant Licensed Materials; or
  - (b) Through Portico, CLOCKSS, or a similar 3<sup>rd</sup> party archive and in such case the Distributor shall provide all relevant details of the Participating Institutions to the 3<sup>rd</sup> party in order to enable access to the 3<sup>rd</sup> party archive by the Participating Institutions. Such access will be subject to Participating Institutions fulfilling the 3<sup>rd</sup> party terms and conditions for access; or
  - (c) By providing the Participating Institutions with an electronic copy of the relevant Licensed Materials for the purpose of self-hosting by the Participating Institutions. Such provision will be subject to Publisher's approval and the parties agreeing additional terms and conditions in connection with the provision and self-hosting of such electronic copy.

#### **13.** Warranties

- 13.1 The Distributor represents and warrants that it has, together with the Publisher, all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee that could further authorize the Participating Institutions and their Authorized Users to use the Licensed Materials for the purposes and terms set out in this Agreement, and that the use of the Licensed Materials in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party. The Distributor represents and warrants that it is authorized together with the Publisher to fulfill any and all of its obligations set out in this Agreement and that its contractual or other relationship with the Publisher allows it to fulfill these obligations.
- 13.2 <u>Accessibility Requirements.</u> The Distributor represents and warrants that the Licensed Materials comply with the Distributor's and the Publisher's country of origin laws and regulations and conform to the international accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.0 at level AA. The Distributor shall also promptly respond to and resolve any complaint regarding accessibility of the Licensed Materials and ensure that necessary measures are taken by the Publisher, if necessary.<sup>6</sup>

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

13.3 The Licensee warrants that it has obliged the Participating Institution to put in place appropriate policies and disciplinary procedures regarding the misuse of online tools such as the Licensed Materials.

#### 14. Limitations on Warranties

- 14.1 Notwithstanding anything else in this Agreement, neither Party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, that arises from the use of the Licensed Materials, or the incompetence of the Authorized Users to properly use the Licensed Materials.
- 14.2 The Distributor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any of the Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.
- 14.3 Except for the express warranties stated elsewhere in this Agreement, the Distributor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability, or fitness for a particular purpose.
- 14.4 The Licensee agrees that the entire liability of the Distributor and the Publisher to the Licensee or Authorized Users arising out of any kind of legal claim (whether in contract, tort, by statute or otherwise) in any way connected with the use or inability to use the Licensed Materials shall be the refund of any sums actually received by the Distributor under this Agreement for access to the affected Licensed Materials during the twelve-month period in which the claim arises.

#### 15. Indemnities

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

## 16. Data Protection

- 16.1 For the purpose of this Agreement, Data Protection Law shall mean the General Data Protection Regulation (EU) 2016/679 (the "Regulation") and the European Privacy and Electronic Communications Directive (Directive 2002/58/EC), as amended or replaced from time to time, and the terms "personal data", "processing", "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 that are not affected by the dispute.

#### 20. Force Majeure

20.1 Neither Party shall be liable for any damage or have the right to terminate this Agreement for any delay or default in performing its duties hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of 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. 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 effected, as the case may be, by means of an amendment to this Agreement based on the interest of Potential Participating Institutions mentioned in the preceding sentence to receive performance under this Agreement. The Parties may include the price for the licenses for these Potential Participating Institutions in the Appendix B.

## 23. Severability

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

## 24. Waiver of Contractual Right

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

#### 25. Notices

25.1 All notifications, invitations, information, legal acts and other communications ("**Notices**") made in the matters of and under this Agreement must be made in writing, approved means of delivering Notices is an 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 (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:
  - Address of Distributor:
  - City of Distributor:
  - Country of Distributor:
  - Postal Code of Distributor: 110 00
  - F-mail<sup>•</sup>

25.5 If to the Publisher:

- Publisher: Head of Sales & Operations, EMEA, Oxford
  - University Press
- Great Clarendon Street • Address of Distributor: Oxford
- City of Distributor:
- Country of Distributor: United Kingdom
- Postal Code of Distributor: OX2 6DP
- E-mail:

25.6 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

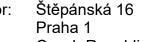
• E-mail:

#### 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 electronically version and each Party receives one electronic counterpart.

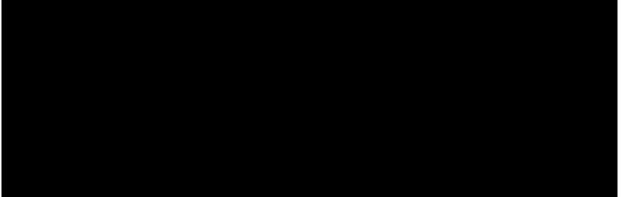
Czech Republic

Albertina icome Praha s.r.o.

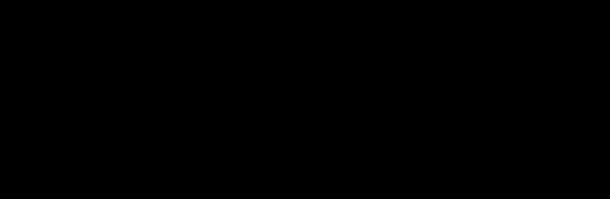


The Parties agree that electronically signed versions of this originally executed Agreement are acceptable in lieu of printed signed copies and are to be given full force and effect under the law and each Party declares that the electronic execution is valid and effective in the jurisdiction the Party executes this Agreement.

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



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



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

## Appendix A: Business Terms

#### Licensed Material 1/1:

- Name: Oxford Journals Full Collection
- Number of titles: 376 in the 2023 Full Collection, with upgrades to the Full Collection in 2024 and 2025
- Dates covered: 1996 to present, where applicable
- Description: Oxford University Press publishes highly cited and authoritative journals in collaboration with many influential scholarly and professional societies. The Oxford Journals Full Collection is the core of Oxford University Press's (OUP's) journals offering, containing over 370 prestigious journals in a variety of subject areas.

Agreement Term: January 1<sup>st</sup> 2023 - 31<sup>st</sup> December 2025

**Access Conditions:** Unlimited simultaneous user system-wide continuous access during the Term of the Agreement (no perpetual rights)

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

#### Fees and Negotiated Discounts:

- Total Read and Publish Fee 2023-2025: 1,145,992.78 GBP excl. VAT Read and Publish Fee / year:
- 2023:
- 2024:
- 2025:
- Ongoing Fees: N/A
- One-time Fees: N/A

#### Payment Terms:

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

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

2. The Fee for the Licensed Materials and Publish Fees 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 (Read and Publish Fees) 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 Fee for each commenced calendar year of the duration of this Agreement shall be paid in two (2) partial payments within one invoice issued at the earliest at the beginning of the calendar year to which the fees relate with the following maturity:
  - Max 50% on 15 March of the given year for which the Licensed Materials are paid (maturity of the first partial payment);
  - Max 50% on 15 May of the given year for which the Licensed Materials are paid (maturity of the second partial payment);
  - The above-mentioned maturities are applicable only if the invoice (all the invoices) is delivered to the Licensee no later than fifteen (15) days before the stated maturity of the first partial payment, i.e. by the end of February of the given year;
  - If the invoice is delivered later, at the latest within fifteen (15) days prior to the due date of the second partial payment, i.e. in the term beginning from 1 March to 30 April of the given year, the due date of the first partial payment shall be within fifteen (15) days from the date of the provable invoice delivery. The maturity of the second partial payment remains unaffected;
  - If the invoice is delivered later, the due date of both partial payments shall be within fifteen (15) days of the provable invoice delivery date.
- 5. The invoice shall be issued in the currency specified in this Agreement. In the event that there are multiple currencies specified in this Agreement for each Licensed Material, the Distributor shall issue at least the number of invoices corresponding to the number of currencies. The foreign currency on the invoice(s) shall also be converted into Czech crowns according to the Czech National Bank exchange rate (www.cnb.cz) valid as at the date of the taxable transaction.
- 6. Invoice the tax document shall contain all the requisites of a tax document. The invoice shall contain all the requisites set forth by the applicable legislation, especially Act No. 235/2004 Coll., VAT Act, as amended ("VAT Act"). The invoice shall be delivered to the Licensee either originally or electronically to the e-mail address \_\_\_\_\_\_. 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: N/A

# Appendix B: Participating Institutions, Potential Participating Institutions and Read and Publish Fees

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

The Parties acknowledge that the Licensee is obliged by law to subsequently disclose in the Register of Contracts the individual agreements on provision of access to the Licensed Materials concluded between the Licensee and each Participating Institution.

Corresponding fees for individual licenses will not be disclosed.

Institution (Eng)	Cur.	Fee R&P 2023	Fee R&P 2024	Fee R&P 2025
Charles University	GBP			
Institute of Physiology of the CAS	GBP			
Jan Evangelista Purkyně University in Ústí nad Labem	GBP			
Library of the Czech Academy of Sciences	GBP			
Masaryk University	GBP			
National Library of Technology	GBP			
National Museum	GBP			
Palacky University Olomouc	GBP			
University of Chemistry and Technology, Prague	GBP			
University of South Bohemia in České Budějovice	GBP			
TOTAL cost R&P without VAT	GBP			
GRAND TOTAL cost R&P without VAT	GBP			1,145,992.78

#### PARTICIPATING INSTITUTIONS

In 2023 the revenue split between Read and Publish is confirmed in the breakdown below. The planned revenue split expected for 2024 and 2025 below may vary. The split between Read and Publish in 2024 and 2025 may be adjusted by the Distributor based on Publisher's instructions without the need to amend this agreement provided the total annual fee does not change.

Read / Publish Fees	Cur.	Fee 2023	Fee 2024	Fee 2025
Read	GBP			
Publish	GBP			
Total without VAT	GBP			

#### POTENTIAL PARTICIPATING INSTITUTIONS

Institution (Eng)	Cur.	Fee R&P 2023	Fee R&P 2024	Fee R&P 2025
Czech Academy of Sciences Affiliates*	GBP			

\* All institutions of the Czech Academy of Sciences can join the consortium at this price.

Potential Participating Institutions (Czech)	Potential Participating Institutions (English)
Akademie výtvarných umění v Praze	Academy of Fine Arts in Prague
Agrotest fyto, s.r.o.	Agrotest Fyto
Astronomický ústav AV ČR, v. v. i.	Astronomical Institute of the CAS
Biologické centrum AV ČR, v. v. i.	Biology Centre of the CAS
Vysoké učení technické v Brně	Brno University of Technology
Fakultní nemocnice Bulovka	Bulovka University Hospital
Středočeská vědecká knihovna v Kladně, příspěvková organizace	Central Bohemian Research Library in Kladno
Centrum pro studium vysokého školství, v. v. i.	Centre for Higher Education Studies
Centrum kardiovaskulární a transplantační chirurgie Brno	Centre of Cardiovascular and Transplantation Surgery
CESNET, z.s.p.o.	CESNET
AMBIS vysoká škola, a.s.	College of Regional Development and Banking Institute - AMBIS
Národní pedagogické muzeum a knihovna J. A. Komenského	Comenius National Pedagogical Museum and Library
Výzkumný ústav rostlinné výroby, v. v. i	Crop Research Institute
Česká geologická služba	Czech Geological Survey
Český hydrometeorologický ústav	Czech Hydrometeorological Institute
Grantová agentura České republiky	Czech Science Foundation
České vysoké učení technické v Praze	Czech Technical University in Prague
Česká zemědělská univerzita v Praze	Czech University of Life Sciences Prague
Studijní a vědecká knihovna Plzeňského kraje, příspěvková organizace	Education and Research Library of Pilsener Region
Výzkumný ústav lesního hospodářství a myslivosti, v. v. i.	Forestry and Game Management Research Institute
Krajská knihovna Františka Bartoše ve Zlíně	František Bartoš Regional Library in Zlín
Všeobecná fakultní nemocnice v Praze	General University Hospital in Prague
Ústav výzkumu globální změny AV ČR, v. v. i.	Global Change Research Centre of the CAS
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 organické chemie a biochemie AV ČR, v. v. i.	Institute of Organic Chemistry and Biochemistry 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
Fyzikální ústav AV ČR, v. v. i.	Institute of Physics of the CAS
Fyziologický ústav AV ČR, v. v. i.	Institute of Physiology of the CAS
Ústav fyziky plazmatu AV ČR, v. v. i.	Institute of Plasma Physics of the CAS
Psychologický ústav AV ČR, v. v. i.	Institute of Psychology of the CAS
Ústav struktury a mechaniky hornin AV ČR, v. v. i.	Institute of Rock Structure and Mechanics of the CAS
Ústav přístrojové techniky AV ČR, v. v. i.	Institute of Scientific Instruments of the CAS
Sociologický ústav AV ČR, v. v. i.	Institute of Sociology of the CAS
Vysoká škola technická a ekonomická v Českých Budějovicích	Institute of Technology and Business in České Budějovice
Ústav teoretické a aplikované mechaniky AV ČR, v. v. i.	Institute of Theoretical and Applied Mechanics of the CAS
Ústav termomechaniky AV ČR, v. v. i.	Institute of Thermomechanics of the CAS
Ústav biologie obratlovců AV ČR, v. v. i.	Institute of Vertebrate Biology of the CAS
Ústav fyzikální chemie J. Heyrovského AV ČR, v. v. i.	J. Heyrovsky Institute of Physical Chemistry of the CAS
Univerzita Jana Amose Komenského Praha s.r.o.	Jan Amos Komenský University Prague
Univerzita Jana Evangelisty Purkyně v Ústí nad Labem	Jan Evangelista Purkyně University in Ústí nad Labem
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
Moravskoslezská vědecká knihovna v Ostravě,	
příspěvková organizace	Moravian-Silesian Research Library in Ostrava
Fakultní nemocnice v Motole	Motol University Hospital
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 lékařská knihovna	National Medical Library
Národní muzeum	National Museum
Severočeská vědecká knihovna v Ústí nad Labem	North Bohemian Research Library in Ústí nad Labem
Ústav jaderné fyziky AV ČR, v. v. i.	Nuclear Physics Institute of the CAS
Výzkumný ústav bezpečnosti práce, v. v. i NIVOS	Occupational Safety Research Institute – NIVOS
Úřad vlády České republiky	Office of the Government of the Czech Republic
Vědecká knihovna v Olomouci	Olomouc Research Library
Orientální ústav AV ČR, v. v. i.	Oriental Institute of the Czech Academy of Sciences
Krajská knihovna v Pardubicích	Pardubice Regional Library
Policejní akademie České republiky v Praze	Police Academy of the Czech Republic in Prague
Výzkumný ústav bramborářský Havlíčkův Brod, s.r.o.	Potato Research Institute Havlíčkův Brod
Vysoká škola PRIGO, z.ú.	PRIGO University
Krajská vědecká knihovna v Liberci, příspěvková organizace	Regional Research Library in Liberec
Výzkumný a šlechtitelský ústav ovocnářský Holovousy s.r.o.	Research and Breeding Institute of Pomology Holovousy
Centrum výzkumu Řež s.r.o.	Research Centre Řež
Studijní a vědecká knihovna v Hradci Králové	Research Library in Hradec Králové
Jihočeská vědecká knihovna v Českých Budějovicích	Research Library of South Bohemia in České Budějovice
Slezská univerzita v Opavě	Silesian University in Opava
Výzkumný ústav Silva Taroucy pro krajinu a okrasné zahradnictví, v. v. i.	Silva Tarouca Research Institute for Landscape and Ornamental Gardening
ŠKODA AUTO VYSOKÁ ŠKOLA o.p.s.	ŠKODA AUTO University
Fakultní nemocnice u sv. Anny v Brně	St. Anne's University Hospital Brno
Výzkumný ústav vodohospodářský T. G. Masaryka, v. v. i.	T. G. Masaryk Water Research Institute
Technická univerzita v Liberci	Technical University of Liberec
Vysoká škola báňská - Technická univerzita Ostrava	Technical University of Ostrava
The Extreme Light Infrastructure ERIC (pouze pracoviště Dolní Břežany, ČR)	The Extreme Light Infrastructure ERIC (only facility Dolní Břežany, CZ)
Univerzita Tomáše Bati ve Zlíně	Tomas Bata University in Zlín
Centrum dopravního výzkumu, v. v. i.	Transport Research Centre
Centrum dopravního výzkumu, v. v. i. Fakultní nemocnice Brno	Transport Research Centre University Hospital Brno

Fakultní nemocnice Ostrava	University Hospital in Ostrava
Fakultní nemocnice Plzeň	University Hospital in Pilsen
Fakultní nemocnice Olomouc	University Hospital Olomouc
Vysoká škola chemicko-technologická v Praze	University of Chemistry and Technology, Prague
Univerzita obrany	University of Defence
Vysoká škola ekonomická v Praze	University of Economics, Prague
Vysoká škola finanční a správní, a.s.	University of Finance and Administration
Univerzita Hradec Králové	University of Hradec Králové
Univerzita Pardubice	University of Pardubice
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
Fyziologický ústav AV ČR, v. v. i.	Institute of Physiology of the CAS	IPv4: 147.231.41.251 147.231.41.24 147.231.41.22 147.231.41.16
Jihočeská univerzita v Českých Budějovicích	University of South Bohemia in České Budějovice	IPv4: 160.217.0.0-160.217.255.255
Knihovna AV ČR, v. v. i.	Library of the Czech Academy of Sciences	IPv4: 147.231.62.* 147.231.63.* 147.231.51.34 147.231.118.*
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 muzeum	National Museum	IPv4: 195.113.186.208 195.113.142.186 195.113.142.190 195.113.149.66 195.113.149.67 195.113.187.90 195.113.242.238 80.188.207.111 83.208.225.228 88.101.0.245 94.230.148.130 88.100.254.57
Národní technická knihovna	National Library of Technology	IPv4: 195.113.241.0-195.113.242.127 IPv6: 2001:718:7::/48
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

		10.4
Univerzita Karlova	Charles University	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
		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
		2001:718:1600/48
Univerzita Palackého v Olomouci	Palacky University Olomouc	IPv4:
		158.194.0.0-158.194.255.255
Vysoká škola chemicko-	University of Chemistry and	IPv4:
technologická v Praze	Technology, Prague	147.33.*.*

# Appendix D: Title List

Journal Code	Journal Title	Journal Status	Print ISSN	Online ISSN	Eligible for hybrid and fully OA R&P deals 2023?
ADAPTA	Adaptation	Hybrid	1755-0637	1755-0645	Y
ASJOUR	Aesthetic Surgery Journal	Hybrid	1090-820X	1527-330X	Y
AFRAFJ	African Affairs	Hybrid	0001-9909	1468-2621	Y
AGEING	Age And Ageing	Hybrid	0002-0729	1468-2834	Y
ALCALC	Alcohol And Alcoholism	Hybrid	0735-0414	1464-3502	Y
AENTOM	American Entomologist	Hybrid	1046-2821	2155-9902	Y
AJCPAT	American Journal of Clinical Pathology	Hybrid	0002-9173	1943-7722	Y
AJEPID	American Journal Of Epidemiology	Hybrid	0002-9262	1476-6256	Y
AMJHSP	American Journal of Health-System Pharmacy	Hybrid	1079-2082	1535-2900	Y
AJHYPE	American Journal of Hypertension	Hybrid	0895-7061	1941-7225	Y
AJLHIS	American Journal of Legal History	Hybrid	0002-9319	2161-797X	Y
ALECON	American Law And Economics Review	Hybrid	1465-7252	1465-7260	Y
ALHIST	American Literary History	Hybrid	0896-7148	1468-4365	Y
ANALYS	Analysis	Hybrid	0003-2638	1467-8284	Y
ABMEDI	Annals of Behavioral Medicine	Hybrid		1532-4796	Y
ANNBOT	Annals Of Botany	Hybrid	0305-7364	1095-8290	Y
AESAME	Annals of the Entomological Society of America	Hybrid	0013-8746	1938-2901	Y
ANNWEH	Annals of Work Exposures and Health	Hybrid	2398-7308	2398-7316	Y
APPLIJ	Applied Linguistics	Hybrid	0142-6001	1477-450X	Y
ARBINT	Arbitration International	Hybrid	0957-0411	1875-8398	Y
ARCLIN	Archives of Clinical Neuropsychology	Hybrid	0887-6177	1873-5843	Y
ARISUP	Aristotelian Society Supplementary Volume.	Hybrid	0309-7013	1467-8349	Y
ASTROG	Astronomy & Geophysics	No Open Access	1366-8781	1468-4004	N
BEHECO	Behavioral Ecology	Hybrid	1045-2249	1465-7279	Y
BIOLIN	Biological Journal of the Linnean Society	Hybrid	0024-4066	1095-8312	Y
BIOLRE	Biology of Reproduction	Hybrid	0006-3363	1529-7268	Y
BIOMET	Biometrika	Hybrid	0006-3444	1464-3510	Y
BIOSCI	BioScience	Hybrid	0006-3568	1525-3244	Y
BBBIOC	Bioscience Biotechnology and Biochemistry	Hybrid	0916-8451	1347-6947	Y
BIOSTS	Biostatistics	Hybrid	1465-4644	1468-4357	Y
BJSURG	BJS	Hybrid	0007-1323	1365-2168	Y
BOTLIN	Botanical Journal of the Linnean Society	Hybrid	0024-4074	1095-8339	Y
BRAINJ	Brain	Hybrid	0006-8950	1460-2156	Y
BRIBIO	Briefings In Bioinformatics	Hybrid	1467-5463	1477-4054	Y

BRIFUN	Briefings in Functional Genomics	Hybrid	2041-2649	2041-2657	Y
	British Journal of Dermatology	Hybrid		1365-2133	Y
	British Journal of Surgery	Hybrid		1365-2168	Y
BRIMED	British Medical Bulletin	Hybrid	0007-1420	1471-8391	Y
BRYBIL	British Yearbook of International Law	Hybrid	0068-2691	2044-9437	Y
BICSTU	Bulletin of the Institute of Classical Studies (BICS)	Hybrid	0076-0730	2041-5370	Y
CAMECO	Cambridge Journal Of Economics	Hybrid	0309-166X	1464-3545	Y
CAMRES	Cambridge Journal Of Regions, Economy And Society	Hybrid	1752-1378	1752-1386	Y
CAPLAW	Capital Markets Law Journal	Hybrid	1750-7219	1750-7227	Y
CARCIN	Carcinogenesis	Hybrid	0143-3334	1460-2180	Y
CVRESE	Cardiovascular Research	Hybrid	0008-6363	1755-3245	Y
CERCOR	Cerebral Cortex	Hybrid	1047-3211	1460-2199	Y
CESIFO	Cesifo Economic Studies	Hybrid	1610-241X	1612-7501	Y
CHEMSE	Chemical Senses	Hybrid	0379-864X	1464-3553	Y
CSCH.J	Children & Schools	No Open Access	1532-8759	1545-682X	N
CJILAW	Chinese Journal of International Law	Hybrid	1540-1650	1746-9937	Y
CHRIBI	Christian bioethics: Non-Ecumenical Studies in Medical Morality	Hybrid	1380-3603	1744-4195	Y
CLRECJ	Classical Receptions Journal	Hybrid	1759-5134	1759-5142	Y
	Clinical and Experimental Dermatology	Hybrid		1365-2230	Y
CLEXIM	Clinical and Experimental Immunology	hybrid	0009-9104	1365-2249	Y
CLCHEM	Clinical Chemistry	Hybrid	0009-9147	1530-8561	Y
CLINID	Clinical Infectious Diseases	Hybrid	1058-4838	1537-6591	Y
COMTHE	Communication Theory	Hybrid	1050-3293	1468-2885	Y
CCCRIT	Communication, Culture & Critique	Hybrid	1753-9129	1753-9137	Y
CDJJ	Community Development Journal	Hybrid	0010-3802	1468-2656	Y
CWWRIT	Contemporary Women's Writing	Hybrid		1754-1484	Y
CONPEC	Contributions To Political Economy	Hybrid	0277-5921	1464-3588	Y
CLPROB	Current Legal Problems	Hybrid	0070-1998	2044-8422	Y
LITLIN	Digital Scholarship in the Humanities	Hybrid	2055-7671	2055-768X	Y
DHISTO	Diplomatic History	Hybrid	0145-2096	1467-7709	Y
DOTESO	Diseases of the Esophagus	Hybrid	1120-8694	1442-2050	Y
EARLYJ	Early Music	Hybrid	0306-1078	1741-7260	Y
EPOLIC	Economic Policy	Hybrid	0266-4658	1468-0327	Y
ELTJ.J	Elt Journal	Hybrid	0951-0893	1477-4526	Y
ENDREV	Endocrine Reviews	Hybrid	0163-769X	1945-7189	Y
ENDOCR	Endocrinology	Hybrid		1945-7170	Y
ENGLIS	English: Journal of the English Association	Hybrid	0013-8215	1756-1124	Y
ENVENT	Environmental Entomology	Hybrid	0046-225X	1938-2936	Y
AJEREV	Epidemiologic Reviews	Hybrid		1478-6729	Y
ESCRIT	Essays In Criticism	Hybrid	0014-0856	1471-6852	Y
EHEART	European Heart Journal	Hybrid	0195-668X	1522-9645	Y

EJECHO	European Heart Journal – Cardiovascular Imaging	Hybrid	2047-2404	2047-2412	Y
EHJCVP	European Heart Journal - Cardiovascular Pharmacotherapy	Hybrid	2055-6837	2055-6845	Y
EHJQCC	European Heart Journal - Quality of Care and Clinical Outcomes	Hybrid	2058-5225	2058-1742	Y
SEHEART	European Heart Journal Supplements	Hybrid	1520-765X	1554-2815	Ν
EHJACC	European Heart Journal: Acute Cardiovascular Care	Hybrid	2048-8726	2048-8734	Y
EUJCTS	European Journal of Cardio-Thoracic Surgery	Hybrid	1010-7940	1873-734X	Y
EURJCN	European Journal of Cardiovascular Nursing	Hybrid	1474-5151	1873-1953	Y
EJENDO	European Journal of Endocrinology	Hybrid		1479-683X	Y
EJILAW	European Journal Of International Law	Hybrid	0938-5428	1464-3596	Y
EORTHO	European Journal of Orthodontics	Hybrid	0141-5387	1460-2210	Y
EURJPC	European Journal of Preventive Cardiology	Hybrid	2047-4873	2047-4881	Y
EURRAG	European Review Of Agricultural Economics	Hybrid	0165-1587	1464-3618	Y
EREH.J	European Review of Economic History	Hybrid	13614916	1474-0044	Y
EURSOJ	European Sociological Review	Hybrid	0266-7215	1468-2672	Y
EVOLUT	Evolution	Hybrid		1558-5646	Y
FAMPRJ	Family Practice	Hybrid	0263-2136	1460-2229	Y
FEMSEC	FEMS Microbiology Ecology	Hybrid		1574-6941	Y
FEMSLE	FEMS Microbiology Letters	Hybrid		1574-6968	Y
FEMSRE	FEMS Microbiology Reviews	Hybrid		1574-6976	Y
FEMSYR	FEMS Yeast Research	Hybrid		1567-1364	Y
ISAFPA	Foreign Policy Analysis	Hybrid	1743-8586	1743-8594	Y
FORSCI	Forest Science	Hybrid	0015-749X	1938-3738	Y
FORESJ	Forestry: An International Journal Of Forest Research	Hybrid	0015-752X	1464-3626	Y
FORMOD	Forum For Modern Language Studies	Hybrid	0015-8518	1471-6860	Y
FRENCH	French History	Hybrid	0269-1191	1477-4542	Y
FRESTU	French Studies	Hybrid	0016-1128	1468-2931	Y
FREBUL	French Studies Bulletin	Hybrid	0262-2750	1748-9180	Y
GENETS	Genetics	Hybrid	0016-6731	1943-2631	Y
GJIRAS	Geophysical Journal International	Hybrid	0956-540X	1365-246X	Y
GERHIS	German History	Hybrid	0266-3554	1477-089X	Y
GLYCOB	Glycobiology	Hybrid	0959-6658	1460-2423	Y
GRUINT	GRUR International: Journal of European and International IP Law	Hybrid	2632-8623	2632-8550	Y
HSWORK	Health and Social Work	No Open Access	0360-7283	1545-6854	N
HEALED	Health Education Research	Hybrid	0268-1153	1465-3648	Y
HEAPOL	Health Policy And Planning	Hybrid	0268-1080	1460-2237	Y
HEAPRO	Health Promotion International	Hybrid	0957-4824	1460-2245	Ŷ
HISRES	Historical Research	Hybrid	0950-3471	1468-2281	Ŷ
HIWORK	History Workshop Journal	Hybrid	1363-3554	1477-4569	Ŷ

HOLGEN	Holocaust And Genocide Studies	Hybrid	8756-6583	1476-7937	Y
HUMCOM	Human Communication Research	Hybrid	0360-3989	1468-2958	Y
HMGJ	Human Molecular Genetics	Hybrid	0964-6906	1460-2083	Y
HUMREP	Human Reproduction	Hybrid	0268-1161	1460-2350	Y
HUMUPD	Human Reproduction Update	Hybrid	1355-4786	1460-2369	Y
HRLREV	Human Rights Law Review ICSID Review - Foreign Investment Law	Hybrid	1461-7781	1744-1021	Y
ICSIDR	Journal	Hybrid	0258-3690	2049-1999	Y
IMAMAT	IMA Journal of Applied Mathematics	Hybrid	0272-4960	1464-3634	Y
IMAMAN	IMA Journal Of Management Mathematics	Hybrid	1471-678X	1471-6798	Y
IMAMCI	Ima Journal Of Mathematical Control And Information	Hybrid	0265-0754	1471-6887	Y
IMANUM	Ima Journal Of Numerical Analysis	Hybrid	0272-4979	1464-3642	Y
INDCOR	Industrial And Corporate Change	Hybrid	0960-6491	1464-3650	Y
INDLAW	Industrial Law Journal	Hybrid	0305-9332	1464-3669	Y
IBDJNL	Inflammatory Bowel Diseases	Hybrid	1078-0998	1536-4844	Y
IMAIAI	Information and Inference: a journal of the IMA	Hybrid		2049-8772	Y
ISDIVE	Insect Systematics and Diversity	Hybrid		2399-3421	Y
ICBIOL	Integrative And Comparative Biology	Hybrid	1540-7063	1557-7023	Y
INTBIO	Integrative Biology	Hybrid		1757-9708	Y
IWCOMP	Interacting with Computers	Hybrid	0953-5438	1873-7951	Y
IAFFAI	International Affairs	Hybrid	0020-5850	1468-2346	Y
IDPLAW	International Data Privacy Law	Hybrid	2044-3994	2044-4001	Y
INTIMM	International Immunology	Hybrid	0953-8178	1460-2377	Y
INTQHC	International Journal For Quality In Health Care	Hybrid	1353-4505	1464-3677	Y
IJCLAW	International Journal Of Constitutional Law	Hybrid	1474-2640	1474-2659	Y
IJEJ	International Journal Of Epidemiology	Hybrid	0300-5771	1464-3685	Y
INTTEC	International Journal Of Law And Information Technology	Hybrid	0967-0769	1464-3693	Y
LAWFAM	International Journal Of Law, Policy And The Family	Hybrid	1360-9939	1464-3707	Y
LEXICO	International Journal Of Lexicography	Hybrid	0950-3846	1477-4577	Y
IJPPHA	International Journal of Pharmacy Practice	Hybrid	0961-7671	2042-7174	Y
INTPOR	International Journal Of Public Opinion Research	Hybrid		1471-6909	Y
REFLAW	International Journal Of Refugee Law	Hybrid	0953-8186	1464-3715	Y
IJTJUS	International Journal Of Transitional Justice	Hybrid	1752-7716	1752-7724	Y
IMRNOT	International Mathematics Research Notices	Hybrid	1073-7928	1687-0247	Y
ISAIPS	International Political Sociology	Hybrid	1749-5679	1749-5687	Y
IRASIA	International Relations of the Asia Pacific	Hybrid	1470-482X	1470-4838	Y
ISAISP	International Studies Perspectives	Hybrid	1528-3577	1528-3585	Y
ISAISQ	International Studies Quarterly	Hybrid	0020-8833	1468-2478	Y
ISAISR	International Studies Review	Hybrid	1521-9488	1468-2486	Y
ISLENV	ISLE: Interdisciplinary Studies in Literature and Environment	Hybrid	1076-0962	1759-1090	Y

COMBUL	Itnow	No Open Access	1746-5702	1746-5710	N
JJCO.J	Japanese Journal Of Clinical Oncology	Hybrid	0368-2811	1465-3621	Y
JRLSTU	Jerusalem Review of Legal Studies	Hybrid	2219-7125	2219-7117	Y
JNCMON	JNCI Monographs	Hybrid	1052-6773	1745-6614	Ν
JNCI.J	JNCI: Journal of the National Cancer Institute	Hybrid	0027-8874	1460-2105	Y
JOAAAC	Journal of Aesthetics and Art Criticism	Hybrid	0021-8529	1540-6245	Y
JAFECO	Journal Of African Economies	Hybrid	0963-8024	1464-3723	Y
JAHIST	Journal of American History	No Open Access	0021-8723	1945-2314	N
ANATOX	Journal of Analytical Toxicology	Hybrid	0146-4760	1945-2403	Y
JANSCI	Journal of Animal Science	Hybrid	0021-8812	1525-3163	Y
JANMIC	Journal of Antimicrobial Chemotherapy	Hybrid	0305-7453	1460-2091	Y
JAENFO	Journal of Antitrust Enforcement	Hybrid		2050-0696	Y
AOACIN	Journal of AOAC International	Hybrid	1060-3271	1944-7922	Y
JAMBIO	Journal of Applied Microbiology	Hybrid		1365-2672	Y
JBREIM	Journal of Breast Imaging	Hybrid	2631-6110	2631-6129	Y
JBCRES	Journal of Burn Care and Research	Hybrid	1559-047X	1559-0488	Y
CHRSCI	Journal of Chromatographic Science	Hybrid	0021-9665	1945-239X	Y
JOFCAS	Journal of Church and State	Hybrid	0021-969X	2040-4867	Y
JNLCOM	Journal of Communication	Hybrid	0021-9916	1460-2466	Y
JOCLEC	Journal Of Competition Law & Economics	Hybrid	1744-6414	1744-6422	Y
COMNET	Journal of Complex Networks	Hybrid	2051-1310	2051-1329	Y
JCONSL	Journal Of Conflict And Security Law	Hybrid	1467-7954	1467-7962	Y
JCRESE	Journal of Consumer Research	Hybrid	0093-5301	1537-5277	Y
ECCOJC	Journal of Crohn's and Colitis	Hybrid	1873-9946	1876-4479	Y
JCBIOL	Journal of Crustacean Biology	Hybrid	0278-0372	1937-240X	Y
DESIGN	Journal Of Design History	Hybrid	0952-4649	1741-7279	Y
JEENTO	Journal of Economic Entomology	Hybrid	0022-0493	1938-291X	Y
JNLECG	Journal Of Economic Geography	Hybrid	1468-2702	1468-2710	Y
ENVLAW	Journal Of Environmental Law	Hybrid	0952-8873	1464-374X	Y
JECLAP	Journal of European Competition Law & Practice	Hybrid	2041-7764	2041-7772	Y
EXBOTJ	Journal Of Experimental Botany	Hybrid	0022-0957	1460-2431	Y
JFINEC	Journal Of Financial Econometrics	Hybrid	1479-8409	1479-8417	Y
JFREGU	Journal of Financial Regulation	Hybrid	2053-4833	2053-4841	Y
JOFORE	Journal of Forestry	Hybrid	0022-1201	1938-3746	Y
ISAJOG	Journal of Global Security Studies	Hybrid	2057-3170	2057-3189	Y
JHERED	Journal Of Heredity	Hybrid	0022-1503	1465-7333	Y
JHUMAN	Journal of Human Rights Practice	Hybrid	1757-9619	1757-9627	Y
JIPLAP	Journal of Intellectual Property Law & Practice	Hybrid	1747-1532	1747-1540	Y
JICJUS	Journal Of International Criminal Justice	Hybrid	1478-1387	1478-1395	Y
JNLIDS	Journal of International Dispute Settlement	Hybrid	2040-3585	2040-3593	Y

JIELAW	Journal Of International Economic Law	Hybrid	1369-3034	1464-3758	Y
ISLAMJ	Journal Of Islamic Studies	Hybrid	0955-2340	1471-6917	Y
JOLEVO	Journal of Language Evolution	Hybrid	2058-4571	2058-458X	Y
	Journal of Leukocyte Biology	Hybrid		1938-3673	Y
LOGCOM	Journal Of Logic And Computation	Hybrid	0955-792X	1465-363X	Y
JMAMMA	Journal of Mammalogy	Hybrid	0022-2372	1545-1542	Y
JMENTO	Journal of Medical Entomology	Hybrid	0022-2585	1938-2928	Y
MOLLUS	Journal Of Molluscan Studies	Hybrid	0260-1230	1464-3766	Y
JMTHER	Journal of Music Therapy	Hybrid	0022-2917	2053-7395	Y
	Journal of Neuropathology and Experimental				
JNENEU	Neurology	Hybrid	0022-3069	1554-6578	Y
JPEPSY	Journal Of Pediatric Psychology	Hybrid	0146-8693	1465-735X	Y
PETROJ	Journal Of Petrology Journal of Pharmaceutical Health Services	Hybrid	0022-3530	1460-2415	Y
JPHSRE	Research	Hybrid	-	1759-8893	Y
JPPHAR	Journal of Pharmacy and Pharmacology	Hybrid	0022-3573	2042-7158	Y
	Journal of Philosophy of Education	Hybrid		1467-9752	Y
PLANKT	Journal Of Plankton Research	Hybrid	0142-7873	1464-3774	Y
JPORGA	Journal of Professions and Organization	Hybrid	2051-8803	2051-8811	Y
	Journal of Public Administration, Research				
JOPART	and Theory	Hybrid	1053-1858	1477-9803	Y
PUBMED	Journal Of Public Health	Hybrid	1741-3842	1741-3850	Y
REFUGE	Journal Of Refugee Studies	Hybrid	0951-6328	1471-6925	Y
SEMANT	Journal Of Semantics	Hybrid	0167-5133	1477-4593	Y
SEMITJ	Journal Of Semitic Studies	Hybrid	0022-4480	1477-8556	Y
JSHJ	Journal of Social History	Hybrid		1527-1897	Y
JSSMET	Journal of Survey Statistics and Methodology	Hybrid	2325-0984	2325-0992	Y
	Journal Of The American Academy Of	Пурпа	2323-0904	2323-0392	I
JAAREL	Religion	Hybrid	0002-7189	1477-4585	Y
JAMIAJ	Journal of the American Medical Informatics Association	Hybrid	1067-5027	1527-974X	Y
JAIVIIAJ	Journal of the European Economic	Пурна	1007-3027	1327-9747	1
JEEASN	Association	Hybrid	1542-4766	1542-4774	Y
HISCOL	Journal Of The History Of Collections	Hybrid	0954-6650	1477-8564	у
	Journal Of The History Of Medicine And	Llubrid	0022 5045	1469 4070	V
JALSCI	Allied Sciences Journal of the Pediatric Infectious Diseases	Hybrid	0022-5045	1468-4373	Y
JPIDSJ	Society	Hybrid		2048-7207	Y
JTMEDI	Journal of Travel Medicine	Hybrid	1195-1982	1708-8305	Y
TROPEJ	Journal Of Tropical Pediatrics	Hybrid	0142-6338	1465-3664	Y
100004	Journal of the Statistical Society A: Statistics				
JRSSSA	in Society Journal of the Statistical Society B:	Hybrid		1467-985X	Y
JRSSSB	Statistical Methodology	Hybrid		1467-9868	Y
	Journal of the Statistical Society C: Applied				
JRSSSC	Statistics	Hybrid		1467-9876	Y
JVCULT	Journal of Victorian Culture	Hybrid	1355-5502	1750-0133	Y
LABMED	Laboratory Medicine	Hybrid	0007-5027	1943-7730	Y

LAWPRJ	Law, Probability & Risk	Hybrid	1470-8396	1470-840X	Y
LAMBIO	Letters in Applied Microbiology	Hybrid		1472-765X	Y
LITMAG	Literary Imagination	Hybrid	1523-9012	1752-6566	Y
LITTHE	Literature And Theology	Hybrid	0269-1205	1477-4623	Y
JIGPAL	Logic Journal Of The Igpl	Hybrid	1367-0751	1368-9894	Y
LRILAW	London Review of International Law	Hybrid	2050-6325	2050-6333	Y
MSPECI	Mammalian Species	Hybrid		1545-1410	Y
IMAMMB	Mathematical Medicine And Biology: A Journal Of The Ima	Hybrid	1477-8599	1477-8602	Y
MEDLAW	Medical Law Review	Hybrid	0967-0742	1464-3790	Y
MMYCOL	Medical Mycology	Hybrid	1369-3786	1460-2709	Y
MELUSJ	MELUS: Multi-Ethnic Literature of the United States	Hybrid	0163-755X	1946-3170	Y
MTOMCS	Metallomics	Hybrid	-	1756-591X	Y
MOLEHR	MHR: Basic Science of Reproductive Medicine	Hybrid	1360-9947	1460-2407	Y
JMICRO	Microscopy	Hybrid	2050-5698	2050-5701	Y
	Microscopy and Microanalysis	Hybrid		1435-8115	Y
	Microscopy Today	Hybrid		2150-3583	Y
MIGRAT	Migration Studies	Hybrid	2049-5838	2049-5846	Y
MILMED	Military Medicine	Hybrid	0026-4075	1930-613X	Y
MIND.J	Mind	Hybrid	0026-4423	1460-2113	Y
MODJUD	Modern Judaism - A Journal of Jewish Ideas and Experience	Hybrid	0276-1114	1086-3273	Y
MODRHE	Modern Rheumatology	Hybrid	1439-7595	1439-7609	Y
MODRCR	Modern Rheumatology Case Reports	Hybrid		2472-5625	Y
MNRASJ	Monthly Notices of the Royal Astronomical Society	Hybrid	0035-8711	1365-2966	Y
MNRASL	Monthly Notices of the Royal Astronomical Society: Letters	Hybrid		1745-3933	Y
MUSICJ	Music and Letters	Hybrid	0027-4224	1477-4631	Y
MTSPEC	Music Theory Spectrum	Hybrid	0195-6167	1533-8339	Y
MTPERS	Music Therapy Perspectives	Hybrid	0734-6875	2053-7387	Y
MUTAGE	Mutagenesis	Hybrid	0267-8357	1464-3804	Y
NDTJ	Nephrology Dialysis Transplantation	Hybrid	0931-0509	1460-2385	Y
NEUONC	Neuro-Oncology	Hybrid	1522-8517	1523-5866	Y
NOPRAC	Neuro-Oncology Practice	Hybrid	2054-2577	2054-2585	Y
NICTOB	Nicotine & Tobacco Research	Hybrid		1469-994X	Y
NOTESJ	Notes And Queries	Hybrid	0029-3970	1471-6941	Y
NUTRIT	Nutrition Reviews	Hybrid	0029-6643	1753-4887	Y
OCCMED	Occupational Medicine	Hybrid	0962-7480	1471-8405	Y
OXARTJ	Oxford Art Journal	Hybrid	0142-6540	1741-7287	Y
OEPJ	Oxford Economic Papers	Hybrid	0030-7653	1464-3812	Y
OJLAWR	Oxford Journal of Law and Religion	Hybrid	2047-0770	2047-0789	Y
OXJLSJ	Oxford Journal Of Legal Studies	Hybrid	0143-6503	1464-3820	Y
ECOPOL	Oxford Review Of Economic Policy	Hybrid	0266-903X	1460-2121	Y

PCHEAL	Paediatrics & Child Health	Hybrid	1205-7088	1918-1485	Y
PAINME	Pain Medicine	Hybrid	1526-2375	1526-4637	Ŷ
PARLIJ	Parliamentary Affairs	Hybrid	0031-2290	1460-2482	Ŷ
PAST.J	Past & Present	Hybrid	0031-2746	1477-464X	Ŷ
FEMSPD	Pathogens and Disease	Hybrid		2049-632X	Y
PPMGOV	Perspectives on Public Management and Governance	Hybrid	2398-4910	2398-4929	Y
PHIMAT		Hybrid	0031-8019	1744-6406	Y
PHYSTH	Philosophia Mathematica Physical Therapy	Hybrid	0031-8019	1538-6724	Y
PCP.J					Y
	Plant And Cell Physiology	Hybrid	0032-0781	1471-9053	
PLPHYS	Plant Physiology	Hybrid	0032-0889	1532-2548	Y
	Policing: A Journal Of Policy And Practice	Hybrid	1752-4512	1752-4520	Y
PSQUAR	Political Science Quarterly	Hybrid		1538-165X	Y
POSTMJ	Postgraduate Medical Journal	Hybrid	0000 7074	1469-0756	Y
ARISOC	Proceedings of the Aristotelian Society	Hybrid	0066-7374	1467-9264	Y
PROENG	Protein Engineering, Design and Selection	Hybrid	1741-0126	1741-0134	Y
PETHIC	Public Health Ethics	Hybrid	1754-9973	1754-9981	Y
PUBOPQ	Public Opinion Quarterly	Hybrid	0033-362X	1537-5331	Y
PPAREP	Public Policy and Aging ReportPublications of the Astronomical Society of	Hybrid	1055-3037	2053-4892	Y
PASJAP	Japan	Hybrid	0004-6264	2053-051X	Y
PUBJOF	Publius: The Journal of Federalism	Hybrid	0048-5950	1747-7107	Y
QJMEDJ	Qjm: An International Journal Of Medicine	Hybrid	1460-2725	1460-2393	Y
RADDOS	Radiation Protection Dosimetry	Hybrid	0144-8420	1742-3406	Y
REFQTL	Refugee Survey Quarterly	Hybrid	1020-4067	1471-695X	Y
REEVAL	Research Evaluation	Hybrid	0958-2029	1471-5449	Y
ROFFIN	Review Of Finance	Hybrid	1572-3097	1573-692X	Y
BRHEUM	Rheumatology	Hybrid	1462-0324	1462-0332	Y
SCHBUL	Schizophrenia Bulletin	Hybrid	0586-7614	1745-1701	Y
SCIPOL	Science and Public Policy	Hybrid	0302-3427	1471-5430	Y
SCREEN	Screen	Hybrid	0036-9543	1460-2474	Y
JRSSIG	Significance	No Open Access		1740-9713	N
	Sexual Medicine Reviews	Hybrid		2050-0521	Y
SHAKEQ	Shakespeare Quarterly	No Open Access	0037-3222	1538-3555	Ν
SLEEPJ	SLEEP	Hybrid	0161-8105	1550-9109	Y
SOCFOR	Social Forces	Hybrid	0037-7732	1534-7605	Ŷ
SOCHIS	Social History Of Medicine	Hybrid	0951-631X	1477-4666	Ý
	Social Politics: International Studies in				
SOCPOL	Gender, State & Society	Hybrid	1072-4745	1468-2893	Y
SOCPRO	Social Problems	Hybrid	0037-7791	1533-8533	Y
SSJAPJ	Social Science Japan Journal	Hybrid	1369-1465	1468-2680	Y
SWORKJ	Social Work	No Open Access	0037-8046	1545-6846	N

		No Open			
SWRJ	Social Work Research	Access	1070-5309	1545-6838	Ν
SOCECO	Socio-Economic Review	Hybrid	1475-1461	1475-147X	Y
SOCREL	Sociology of Religion	Hybrid	1069-4404	1759-8818	Y
STALAW	Statute Law Review	Hybrid	0144-3593	1464-3863	Y
STMCLS	Stem Cells	Hybrid	1066-5099	1549-4918	Y
SYSBIO	Systematic Biology	Hybrid	1063-5157	1076-836X	Y
TEAMAT	Teaching Mathematics and its Applications: An International Journal of the IMA	Hybrid	0268-3679	1471-6976	Y
AHRREV	The American Historical Review	No Open Access	0002-8762	1937-5239	N
AJCLAW	The American Journal of Comparative Law	Hybrid	0002-919X	2326-9197	Y
AJJURI	The American Journal of Jurisprudence	Hybrid	0065-8995	2049-6494	Y
AUKJNL	Ornithology (formerly The AUK)	Hybrid	0004-8038	1938-4254	Y
AESTHJ	The British Journal of Aesthetics	Hybrid	0007-0904	1468-2842	Y
CRIMIN	The British Journal of Criminology	Hybrid	0007-0955	1464-3529	Y
SOCIAL	The British Journal Of Social Work	Hybrid	0045-3102	1468-263X	Y
CAMQUJ	The Cambridge Quarterly	Hybrid	0008-199X	1471-6836	Y
CJCLAW	The Chinese Journal of Comparative Law	Hybrid		2050-4810	Y
CJIPOL	The Chinese Journal Of International Politics	Hybrid	1750-8916	1750-8924	Y
COMJNL	The Computer Journal	Hybrid	0010-4620	1460-2067	Y
CONDOR	Ornithological Applications (formerly The Condor)	Hybrid	0010-5422	1938-5129	Y
ECTJNL	The Econometrics Journal	Hybrid	1368-4221	1367-423X	Y
ECONOJ	The Economic Journal	Hybrid	0013-0133	1468-0297	Y
ENGHIS	The English Historical Review	Hybrid	0013-8266	1477-4534	Y
GERONT	The Gerontologist	Hybrid	0016-9013	1758-5341	Y
JALMED	The Journal of Applied Laboratory Medicine	Hybrid		2475-7241	Y
JJBIOC	The Journal Of Biochemistry	Hybrid	0021-924X	1756-2651	Y
JCEMET	The Journal of Clinical Endocrinology and Metabolism	Hybrid	0021-972X	1945-7197	Y
DEAFED	The Journal of Deaf Studies and Deaf Education	Hybrid	1081-4159	1465-7325	Y
JHINDU	The Journal of Hindu Studies	Hybrid		1756-4263	Y
INFDIS	The Journal of Infectious Diseases	Hybrid	0022-1899	1537-6613	Y
JLEORG	The Journal Of Law, Economics, And Organization	Hybrid	8756-6222	1465-7341	Y
JMPHIL	The Journal of Medicine and Philosophy: A Forum for Bioethics and Philosophy of Medicine	Hybrid	0360-5310	1744-5019	Y
JSXMED	The Journal of Sexual Medicine	Hybrid		1743-6109	Y
THEOLJ	The Journal of Theological Studies	Hybrid	0022-5185	1477-4607	Y
JWELAB	The Journal of World Energy Law & Business	Hybrid	1754-9957	1754-9965	Y
GERONA	The Journals of Gerontology - Series A: Biological and Medical Sciences	Hybrid	1079-5006	1758-535X	Y
GERONB	The Journals of Gerontology - Series B: Psychological and Social Sciences	Hybrid	1079-5014	1758-5368	Y

LBAECK	The Leo Baeck Institute Yearbook	Hybrid	0075-8744	1758-437X	Y
LIBRAY	The Library	Hybrid	0024-2160	1744-8581	Y
MONIST	The Monist	Hybrid	0026-9662	2153-3601	Y
MUSQTL	The Musical Quarterly	Hybrid	0027-4631	1741-8399	Y
OPERAQ	The Opera Quarterly	Hybrid	0736-0053	1476-2870	Y
PHILOQ	The Philosophical Quarterly	Hybrid	0031-8094	1467-9213	Y
PLCELL	The Plant Cell	Hybrid	1040-4651	1532-298X	Y
QJECON	The Quarterly Journal of Economics	Hybrid	0033-5533	1531-4650	Y
QMATHJ	The Quarterly Journal Of Mathematics	Hybrid	0033-5606	1464-3847	Y
QJMAMJ	The Quarterly Journal of Mechanics and Applied Mathematics	Hybrid	0033-5614	1464-3855	Y
RAPSTU	The Review of Asset Pricing Studies	Hybrid	2045-9920	2045-9939	Y
REVCFS	The Review of Corporate Finance Studies	Hybrid	2046-9128	2046-9136	Y
RESTUD	The Review of Economic Studies	Hybrid	0034-6527	1467-937X	Y
REVESJ	The Review of English Studies	Hybrid	0034-6551	1471-6968	Y
REVFIN	The Review Of Financial Studies	Hybrid	0893-9454	1465-7368	Y
WBER.J	The World Bank Economic Review	Hybrid	0258-6770	1564-698X	Y
WBRO.J	The World Bank Research Observer	Hybrid	0257-3032	1564-6971	Y
YWCCTJ	The Year's Work in Critical and Cultural Theory	No Open Access	1077-4254	1471-681X	N
YWES.J	The Year's Work in English Studies	No Open Access	0084-4144	1471-6801	Ν
TOXSCI	Toxicological Sciences	Hybrid	1096-6080	1096-0929	Y
TOXRES	Toxicology Research	Hybrid		2045-4538	Y
TRSTMH	Transactions of the Royal Society of Tropical Medicine and Hygiene	Hybrid	0035-9203	1878-3503	Y
TBMEDI	Translational Behavioral Medicine	Hybrid		1613-9860	Y
TREEPH	Tree Physiology	Hybrid	0829-318X	1758-4469	Y
TRUTRU	Trusts & Trustees	Hybrid	1363-1780	1752-2110	Y
TWECEB	Twentieth Century British History	Hybrid	0955-2359	1477-4674	Y
UNIFOR	Uniform Law Review	Hybrid	1124-3694	2050-9065	Y
WHQUAR	Western Historical Quarterly	No Open Access	0043-3810	1939-8603	Ν
WORKAR	Work, Aging and Retirement	Hybrid		2054-4650	Y
YEUROL	Yearbook of European Law	Hybrid	0263-3264	2045-0044	Y
YIELAW	Yearbook of International Environmental Law	Hybrid	0965-1721	2045-0052	Y
ZOOLIN	Zoological Journal of the Linnean Society	Hybrid	0024-4082	1096-3642	Y

# APPENDIX E: OPEN ACCESS PUBLISHING

# 1. DEFINITIONS

1.1 In this Appendix, the following terms have the following meanings:

"Charge Request"	a request from an Eligible Author to use the OA Article Allowance to cover the charge for the publication of an OA Article
"Eligible Article"	a research article, review article, brief report, or case report, in each case (i) written by an Eligible Author, (ii) accepted for publication in an Eligible Journal, and (iii) which is Received Into Production during each calendar year of the Agreement. For clarity, articles in supplements (i.e. specifically designated issues supplementary to a journal's usual publication, often sponsored by third parties), are not considered to be Eligible Articles hereunder
"Eligible Author"	the corresponding author of an article who is affiliated with a Participating Institution
"Eligible Journal(s)"	the Journal(s): (i) listed in Appendix D as being eligible journals as may be updated from time to time by the Publisher, and/or (ii) notified to the Licensee in writing as being eligible journals and all fully OA journals
"OA Account"	Publisher's open access account(s) which allows Eligible Authors to use the OA Article Allowance in accordance with the terms of this Agreement
"OA Account Process"	The Publisher's document (available at the following url: <u>https://fdslive.oup.com/www.oup.com/academic/pdf/online/read-and-publish-administration-overview.pdf</u> ) outlining the procedures for using OA Article Allowance, including how Eligible Authors may make Charge Requests, and how the Licensee can manage Charge Requests. This document may be subject to change by the Publisher at any time

"OA Article"	an Eligible Article published on an open access basis
"OA Article Allowance"	the number of articles that may be published as OA Articles in accordance with the terms of this Appendix E
"OA Licence"	the Creative Commons or equivalent licence used for publication by the Publisher of an OA Article
"Received Into Production"	the manuscript of an article has entered into the Publisher's production process prior to publication

### 2. CHARGE REQUESTS AND USE OF OA ARTICLE ALLOWANCE

- 2.1. Eligible Authors whose Eligible Articles are accepted for publication by the Publisher will be required to choose an OA Licence with the Publisher in order to make a Charge Request.
- 2.2. In each calendar year of the Agreement the Licensee and/or the Participating Institution may approve Charge Requests up to the OA Article Allowance for each such year as indicated in Clause 5 of this Appendix E.
- 2.3. The Licensee and/or the Participating Institution shall review and exercise its right to approve or reject all Charge Requests, subject to OA Article Allowance remaining available.
- 2.4. The Publisher reserves the right to reject Charge Requests that have not been accepted within 7 calendar days after the date of the Charge Request.
- 2.5. The Licensee acknowledges that (i) it is solely responsible for verifying that an Eligible Author is affiliated with the Participating Institution (ii) any information relating to the affiliation of an Eligible Author to a Participating Institution provided by the Publisher to the Licensee will be based on the information as provided by the Eligible Author, and (iii) Publisher will not under any circumstances be responsible for verifying the identity of any Eligible Author or the validity of any Charge Request made by any Eligible Author.

# 3. PUBLICATION

- 3.1. OA Articles will be published online under the terms of the relevant OA Licence.
- 3.2. Following publication of an OA Article, the Publisher will deliver the article metadata including OA Licence information to Crossref and other relevant third parties.

#### 4. REPORTING

4.1. The Licensee may request from the Publisher, up to twice per calendar year of the Agreement, a report of articles by Eligible Authors which have been Received Into Production over the period of 12 months prior to the date that such request is made. The Publisher shall use reasonable efforts to deliver each such report within 1 month following such request. Each such report shall include, where available, the following information based on the information provided by the Eligible Author on submission of an article:

4.1.1.name of the Eligible Author, with its email address and ORCID;

- 4.1.2.name of the Participating Institution based on information provided by the Eligible Author;
- 4.1.3.article title;
- 4.1.4.article type;
- 4.1.5.Received Into Production date;
- 4.1.6.OA Licence selected by the Eligible Author;
- 4.1.7.Eligible journal title;
- 4.1.8. Eligible journal ISSN; and
- 4.1.9.DOI.

# 5. OA ARTICLE ALLOWANCE

5.1. The Publisher shall make available to the Participating Institutions the following OA Article Allowance in the following periods (for clarity, the OA Article Allowance is an aggregate amount for use by all the Participating Institutions):

Year	Total OA Article Allowance
Year 1 2023	unlimited
Year 2 2024	unlimited
Year 3 2025	unlimited

#### EDITORIAL INDEPENDENCE

- 5.2. Both parties recognise that neither the Licensee nor the Participating Institution will be involved in the editorial processes governing the publication of OA Articles.
- 5.3. The Publisher is not obligated to accept or publish any article submitted to the Publisher by an Eligible Author on the basis of this Agreement. The Licensee recognises that the selection of content that is published on the Publisher's platform is entirely at the Publisher's discretion.

5.4. The Licensee relinquishes all possibly due claims towards the Publisher resulting from the Publisher's decisions in good faith to publish content, either entirely or partially, submitted by an Eligible Author.

#### 6. **RESPONSIBILITIES**

- 6.1. The Participating Institution shall comply with the Publisher's OA Account Process as amended by the Publisher from time to time.
- 6.2. The Distributor must notify the Publisher promptly once the Distributor and the Licensee have signed the Agreement. Within 30 days of this notice, the Publisher shall activate the OA Account
- 6.3. Following activation of the OA Account, the Publisher shall review all Eligible Articles where the Eligible Author did not choose an OA Licence from the period 1 January 2023 to the date of activation. The Publisher shall make reasonable efforts to contact such Eligible Author, and if the Eligible Author approves making their Eligible Article an OA Article (and there is sufficient OA Article Allowance remaining), the Publisher shall convert such Eligible Articles into OA Articles.
- 6.4. The Publisher will issue to the Licensee and/or to each Participating Institution, a unique username and password to access the OA Account. The Licensee and/or each Participating Institution shall, and procures that any persons authorised to access the OA Account shall, at all times, keep the OA Account username and password secure and must not permit any third party to use or have access to the OA Account username and password. The Licensee and/or the Participating Institution shall notify Publisher as soon as possible if the Licensee and/or the Participating Institution suspects that any third party has obtained access to the OA Account username and password following receipt of such notice. Publisher reserves the right at any time to invalidate an OA Account username or password if security may have been compromised. Any instruction, notice, acceptance or rejection of Charge Requests or other communications made by any person using the OA Account username with the correct and valid password will be deemed to be authorised by the Licensee. Publisher will not seek to verify the IP address from which the OA Account is accessed.
- 6.5. The Licensee warrants, represents and undertakes that:
  - 6.5.1.all persons accessing and managing the OA Account are the Licensee's or the Participating Institution's employees duly authorised by the Licensee or the Participating Institution, and all instructions, notices and other communications made by any such person under this Appendix E are within the authority of that person; and
  - 6.5.2.the Licensee and/or the Participating Institution has notified each person permitted to access the OA Account in accordance with this Appendix E, that such access to and use of the OA Account, is subject to the terms and conditions of this Appendix E and the Publisher's OA Account Process.
- 6.6. The Licensee acknowledges that the Publisher may make changes to the administration of the OA Article Allowance to ensure continued delivery of service and/or improvement of service, and the Distributor reserves the right to amend the terms of this Appendix E accordingly.

# 7. DATA PROTECTION

The parties agree to comply with the General Data Protection Regulation 2016/679, and any other relevant data privacy laws or regulations, in the course of carrying out their respective obligations under this Agreement.

Table of eligible domains

Institution (Czech)	Institution (English)	Email domain(s)*
Fyziologický ústav AV ČR, v. v. i.	Institute of Physiology of the CAS	fgu.cas.cz
Jihočeská univerzita v Českých Budějovicích	University of South Bohemia in České Budějovice	jcu.cz
Knihovna AV ČR, v. v. i.	Library of the Czech Academy of Sciences	knav.cz, lib.cas.cz
Masarykova univerzita	Masaryk University	<u>muni.cz</u>
Národní muzeum	National Museum	<u>nm.cz</u>
Národní technická knihovna	National Library of Technology	techlib.cz
Univerzita Jana Evangelisty Purkyně v Ústí nad Labem	Jan Evangelista Purkyně University in Ústí nad Labem	ujep.cz
Univerzita Karlova	Charles University	<u>cuni.cz</u>
Univerzita Palackého v Olomouci	Palacky University Olomouc	upol.cz
Vysoká škola chemicko-technologická v Praze	University of Chemistry and Technology, Prague	vscht.cz

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