

STANDARD LICENSE AGREEMENT

DE GRUYTER

AND

THE NATIONAL LIBRARY OF TECHNOLOGY

This License Agreement ("**Agreement**") is made between Walter de Gruyter GmbH., Genthiner Str. 13, 10785 Berlin, District Court Charlottenburg, Company ID: HRB 143490 B. ("**Licensor**")

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**")

(Licensor 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 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. Subject of the Agreement, Content of Licensed Materials; Grant of License

- 1.1 **Subject of the Agreement.** 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.
- 1.2 **Licensed Materials.** The materials that are the subject of this Agreement are set forth in Appendix A ("**Licensed Materials**").
- 1.3 **Grant of License.** The Licensors 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.
- 1.4 **Ownership of Intellectual Property.** Nothing in this Agreement shall be construed, interpreted or understood as transfer of ownership of any copyright, trademarks, service marks or any other intellectual property from the Licensors or its suppliers to the Licensee or the Authorized Users.

2. Delivery & Access

- 2.1 The Licensors will provide the Licensed Materials to the Licensee and to the Participating Institutions in the following manner:

Network Access. The Licensed Materials will be stored at one or more of the Licensors' 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 **Fees and Payment.** The Licensee shall pay the Licensors a fee for the license concerning the Licensed Materials pursuant to the terms set forth in Appendix A based on an invoice issued by the Licensors ("**Fee**"). All Fees are due and payable by the Licensee by 15 May of the respective calendar year, unless otherwise stipulated in Appendix A

- 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 Licensor 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. The Licensor may suspend the IP addresses of such Participating Institution until the Fee is completely paid.
- 3.3 Change of number of Participating Institutions listed in Appendix B.** 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 Licensor 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) Persons affiliated with the Participating Institutions. Full and part-time employees (including faculty, staff, and independent contractors) of the Participating Institutions and students of the Participating Institutions, and registered users, regardless of the physical location of such persons. 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) Walk-ins. Persons not affiliated with the Participating Institutions who are physically present at the Participating Institutions' site(s) ("**Walk-ins**").

4.2 Access by and Authentication of Authorized Users. 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 Licensor. 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 off-campus access to the Authorized Users. Authorized IP Addresses are listed in Appendix C. Any changes to IP Addresses should be updated via the IP Registry on a as needed basis without any need to amend this Agreement. Once any IP Address is updated in the IP Registry, the change is effective automatically and immediately. The Licensor will 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 Licensor 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 Licensor and the respective Participating Institution).

- (b) Licensor-Administered Authentication. Where the Licensor provides alternative methods of access and authentication beyond the Licensee-administered methods described herein, e.g. by allowing users to establish a personal login from an on-campus IP address (thereby enabling access via username and password when logging in to a website of the Licensor) or device authentication, which affiliates the device or application by use of a token, cookie, or vendor-managed proxy prefix, neither the Licensee nor any Participating Institution will be responsible or liable for claims of breach or validity of such use. Neither the Licensee nor any of the Participating Institutions shall be responsible or liable for the processing of personally identifiable information (personal data) by the Licensor in this matter as this remains its full liability.
- (c) Personally Identifiable Information (Personal Data) of Authorized Users. Both the Licensee and the Licensor 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 Licensor. 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 Licensor-Administered Authentication pursuant to Section 4.2(b) of this Agreement, the Licensor is 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 Authorized Uses. 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) Display. The Participating Institutions and the Authorized Users shall have the right to electronically display the Licensed Materials.
- (b) Digital Copy. The Participating Institutions and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials.
- (c) The Participating Institutions and the Authorized Users may use reasonable parts of the Licensed Materials to produce printed teaching materials for use by the Authorized Users within the Participating Institutions' Authorized Sites; these materials are not permitted to be used for re-sale or any other commercial purpose. The Participating Institutions and Authorized Users may use reasonable parts for Learning platforms (LMS) and so-called Electronic Coursepacks, but not for so-called MOOCs (Massive Open Online Courses). Reasonable parts are defined by 15% of the services or a chapter or an article, in which the smaller

part of each is essential. In case of multi-volume comprehensive work, the above mentioned definition applies to the single volume.

- (d) Print Copy. The Participating Institutions and the Authorized Users may print a reasonable portion of the Licensed Materials.
- (e) Recover Copying Costs. 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.
- (f) Archival/Backup Copy. Intentionally omitted
- (g) Caching. 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.
- (h) Classroom Use. Intentionally omitted.
- (i) Collections of Information. The Participating Institutions and the Authorized Users shall be permitted to extract or use information contained in the Licensed Materials for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
- (j) Course Packs (Print and Electronic). Intentionally omitted.
- (k) Course Reserves (Print and Electronic). Intentionally omitted.
- (l) Electronic Links. 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.
- (m) Scholarly Sharing. 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 Licensor.
- (n) Text and Data Mining. The Authorized Users may use the Licensed Materials to perform and engage in text and/or data mining activities for academic research, scholarship, and other non-commercial 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 for non-commercial purposes, so long as the purpose is not to create a product for use by third parties that would substitute for the Licensed Materials. The Licensors 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 XML format to the Authorized User. The Licensors shall provide the Licensee, upon request, with copies of the Licensed Materials for text and data mining purposes without any extra fees.

- (o) Interlibrary Loan. 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 Licensors 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. 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.
- (p) Bibliographic Citations. 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 No Diminution of Rights. 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, the Licensors shall not place access, use or other restrictions on that content beyond those found in the open license, where applicable.

4.5 The Rights of the Author to Use Own Work. Notwithstanding any terms or conditions to the contrary in any author agreement between authors and the Licensors, authors who are Authorized Users ("**Authors**") whose accepted manuscript version (after peer review and including revisions from the peer review process but before copy-editing and final publication) of any work is accepted for publication by the Licensors ("**Content**") during the term of this Agreement shall retain the non-exclusive, irrevocable, worldwide, royalty-free right to use their Content for scholarly and educational purposes (as defined in Section 4.7(a) of this Agreement), including

self-archiving or depositing the Content in institutional, subject-based, national or other open repositories or archives (as defined in Section 4.7(b) of this Agreement) (including the author's own web pages or departmental servers) and to comply with all grant or institutional requirements associated with the Content. The Licensee, the Participating Institutions and the Licensors shall cooperate in the implementation of procedures for the Licensors to deposit the Content into the Participating Institutions' institutional repository, or to make the Content available for the Licensee and/or the Participating Institutions to harvest, as they are developed during the term of this Agreement.

4.6 For the avoidance of doubt, it is the intent of the Parties that the Participating Institutions' Authors are third party beneficiaries of the provision in Section 4.5 of this Agreement. Nothing in this section shall eliminate or limit any other rights the Licensee or any Author may have to deposit, host or make available the Content published by the Licensors.

4.7 Definitions:

- (a) **Scholarly and educational purposes**: Purposes encompassing teaching, research, and institutional needs, including but not limited to the right to:
- (i) use, reproduce, distribute, perform, and display the Content in connection with teaching, conference presentations, and lectures;
 - (ii) make full use of the Content in future research and publications;
 - (iii) republish, update or revise the Content in whole or in part for later publication;
 - (iv) meet requirements and conditions of research grants or publishing subventions provided by government agencies or non-profit foundations, and;
 - (v) grant to the Author's employing institution some or all of the foregoing rights, as well as permission to use the Content in connection with administrative activities such as accreditation, mandated reports to state governments, and similar purposes.

In all cases, the Author and/or the Author's employing institution will be expected to provide proper citation to the published version.

- (b) **Repositories or archives**: Open-access digital repository services, such as those provided by the Author's employing institution, an academic consortium, a discipline-based entity, or a governmental funding agency.

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

- (a) **Unlimited Access**. 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 **Unauthorized Use.** The Participating Institutions or the Authorized Users shall not knowingly permit anyone other than the Authorized Users to access the Licensed Materials.
- 5.2 **Modification of Licensed Materials.** The Participating Institutions or the Authorized Users shall not modify or manipulate the Licensed Materials without the prior written permission of the Licensor.
- 5.3 **Removal of Copyright Notice.** 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 **Commercial Purposes.** 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 **Notification and Cure of Unauthorized Use.** 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 Licensor. In the event the Licensor becomes aware of unauthorized use of the Licensed Materials, the Licensor shall without undue delay notify the Licensee and respective or Participating Institution in writing.
- 6.2 In the case of unauthorized use which is causing serious and immediate material harm to the Licensor, the Licensor 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 Licensor immediately notifies the Licensee and the respective Participating Institution of any such suspension, including the reason for the suspension and any supporting details. Such temporary suspensions will be only of the shortest possible duration and the maximally limited extent necessary to terminate the unauthorized use and prevent its resumption. In the event that such suspension lasts longer than the shortest period necessary to prevent such unauthorized use, the Licensor 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. Licensors Performance Obligations

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

7.2 Availability of the Licensed Materials. Upon the Effective Date (as specified in Section 9.1 of this Agreement, the Licensors will make the Licensed Materials available to the Participating Institutions and the Authorized Users.

Should the Effective Date of this Agreement occur after 1 January 2023, the Licensors will make, or has already made, the Licensed Materials available to the Licensee, the Participating Institutions and Authorized Users in the full scope of the license stipulated herein already as of 1 January 2023 due to the necessity of access to the Licensed Material as of 1 January 2023, to the Participating Institutions and Authorized Users in the full scope of the authorization stipulated herein including all and any possible rights and authorizations such as potential archiving rights, extent of the access to the backfile content of Licensed Materials or Open Access publishing under this Agreement. Performance of the Licensors 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.

7.3 Discovery of the Licensed Materials. The Licensors will make reasonable efforts to 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 Licensors shall provide to 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.

7.4 Persistent Linking. The Licensors will make reasonable efforts to comply with the most current version of the OpenURL standard (ANSI/NISA Z39.88 or any that replaces it during the term of this Agreement) and will provide a mechanism for persistent links to content.

7.5 Online Terms and Conditions. In the event that the Licensors 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 Licensors alone shall be liable and responsible for any personal data processing that occurs with respect to these additional online terms and conditions as the Licensors themselves determine the scope and purpose of such personal data processing. For the avoidance of doubt, the Authorized Users are not a party to this Agreement.

- 7.6 Documentation.** The Licensors 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 Licensors' online system and/or system for administrators.
- 7.7 Support.** The Licensors will provide activation and installation support, including assisting the Licensee, Participating Institutions and Authorized Users with the implementation of any Licensors software. The Licensors will offer reasonable levels of continuing support to assist the Licensee, Participating Institutions and Authorized Users in the use of the Licensed Materials. The Licensors will make its personnel available by email [REDACTED] and/or phone [REDACTED] during cross section of the Licensors' 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, the Licensors are obliged to 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.
- 7.8 Training.** The Licensors 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 regarding the use of the Licensed Materials and any Licensors software. The Licensors will also 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 Licensors' software.
- 7.9 Updates.** The Licensors will provide regular system and project updates to the Licensee and the Participating Institutions as they become available. No additional fee shall be charged for updates.
- 7.10 Quality of Service.** The Licensors shall use reasonable efforts to ensure that the Licensors' server or servers have sufficient capacity and rate of connectivity to provide the Licensee, Participating Institutions and their Authorized Users with all the services pursuant to this Agreement at a level exceeding or at least comparable to current standards in the online information provision industry in the Licensee's and the Participating Institutions' locale. The Licensors shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time can include periodic unavailability due to server

maintenance; software installation or testing; loading or making available additional Licensed Materials as they become available; and unavailability because of service or equipment failure outside the control of the Licensor (including problems with public or private telecommunication services, or Internet nodes or facilities). The Licensor may schedule brief unavailability periods, but will do so only where (a) it has given at least forty-eight (48) hours' prior notice to the Licensee, and (b) in a way and at times that minimize inconvenience to the Licensee, the Participating Institutions and its Authorized Users, regardless of when notice has been given.

7.11 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 Licensor in writing, and the Licensor shall 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 Licensor fails to remedy the non-conformity within five (5) business days, the Licensor shall reimburse the Licensee for such problems in an amount that is proportional to the Fee.

7.12 Transfer or Acquisition of Titles. If any portion of the Licensed Materials is transferred to or acquired from another party, the Licensor shall use best efforts to ensure that 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 Licensor is acting as the transferring or acquiring party. If the Licensor is transferring any portion of the Licensed Materials to another party, the Licensor will assign all rights and obligations under this Agreement to the assignee. If the Licensor is acquiring content that will become subject to this Agreement, the Licensor will use best efforts to acquire the rights necessary for its performance under this Agreement, including but not limited to perpetual access rights. The Licensor shall provide the relevant party with all the relevant payment and rights information. For journal titles, the Licensor will comply with the NISO Transfer Code of Practice.¹

7.13 Completeness of Content. Intentionally omitted.

7.14 In order to facilitate the assessment of completeness of content, the Licensor 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 Licensor will disclose to the Licensee content known or found to be missing from the Licensed Materials, including but not limited to images, pages, issues, and chapters.

7.15 Intentionally omitted.

7.16 Notification of Modifications of Licensed Materials. The Licensor may add, change, or modify portions of the Licensed Materials, or migrate the Licensed

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

Materials to other formats on an annual basis, provided it furnishes the Licensee and the Participating Institutions with the Licensed Materials list in writing (including any changes thereto) on 30 September at the latest. For avoidance of doubt, the effect of any such changes will not take place sooner than sixty (60) days from furnishing the updated Licensed Materials list to the Licensee and Participating Institutions. If any of the changes, modifications, or migrations render the Licensed Materials substantially less useful to the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement.

7.17 Withdrawal of Licensed Materials. The Licensors 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 Licensors shall give prior written notice of the withdrawal to the Licensee and the Participating Institutions as soon as is practicable, but in no event less than thirty (30) days in advance of such withdrawal, specifying the item or items to be withdrawn.

7.18 If any such withdrawal renders the Licensed Materials less useful to the Licensee, the Participating Institutions or the Authorized Users, the Licensors shall reimburse the Licensee for the withdrawal in an amount proportional to the Fee. If any such withdrawal renders the Licensed Materials substantially less useful to the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement.

7.19 Itemized Holdings/Title List. Prior to the beginning of every calendar year, the Licensors 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 Licensors will use reasonable efforts to update itemized holdings reports as soon as is practicable when the holdings information changes, and will provide this information to the Discovery Service System in a timely manner and to the Licensee on request. If the Licensed Materials include content covered by the NISO Knowledge Bases And Related Tools (KBART) Recommended Practice,² the Licensors will provide itemized holdings lists for the Licensed Materials in a KBART-compliant format, including a column/field for dates (YYYY-MM) of additions.

7.20 Usage Statistics. The Licensors will provide access to both composite system-wide use data and itemized data for the Licensee and the Participating Institutions, on a monthly basis. The statistics shall meet or exceed the most recent project Counting Online Usage of NeTworked Electronic Resources ("COUNTER") Code of Practice Release,³ including but not limited to its provisions on customer confidentiality. When a release of a new COUNTER Code of Practice is issued, the Licensors shall 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

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

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

Usage Statistics Harvesting Initiative (SUSHI) Protocol⁴ is available for the Licensee to harvest the statistics.

7.21 The Licensors shall not 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 Licensors shall ensure that the usage statistics will not be provided to any other third party. The Licensors shall 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. The Licensors shall not 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.

7.22 Confidentiality of Personally Identifiable Information (Personal Data). The Licensors agree 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 Licensors are compelled by law or court order to disclose personally identifiable information (personal data) of the Authorized Users or patterns of use, the Licensors shall provide the Licensee with adequate prior written notice as soon as is practicable, so that the Licensee, the Participating Institution or the Authorized Users may seek protective orders or other remedies. The Licensors will notify the Licensee and Authorized Users as soon as is practicable if the Licensors's systems are breached and the confidentiality of personally identifiable information (personal data) is compromised.

7.23 Notice of the Use of Digital Rights Management Technology. In the event that the Licensors utilize or implement any type of digital rights management ("DRM") technology to control the access to or usage of the Licensed Materials, the Licensors 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.

7.24 Use of Digital Watermarking Technology. In the event that the Licensors utilize any type of watermarking technology for any element of the Licensed Materials, the

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

watermarks may not reduce the readability of the content or degrade image quality. Such watermarks shall not contain user-related information, including but not limited to an account number, IP address, and usernames. If digital watermarking technology is implemented, the Licensor will notify the Licensee at least thirty (30) days in advance of such implementation, and provide the technical specifications for the watermarking technology used. If the use of the watermarking technology renders the Licensed Materials substantially less useful to the Licensee, the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement.

7.25 Interoperability with Prevailing Web Browsers. The Licensor 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.

7.26 Branding. If commercially possible, the Licensor will allow the Licensee and the Participating Institutions to brand the Licensor's platform with the name of the Licensee and/or the Participating Institutions' Sites at the Licensee's or the Participating Institutions' own discretion.

7.27 MARC Records. When applicable to the Licensed Materials, at the Licensee's request, the Licensor shall 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 Licensor's online service.

7.28 Open Access Option. The Licensor undertakes to keep the Licensee informed of any alternative business models during the term of this Agreement, including but not limited to business models taking into account both journal subscriptions and Article Processing Charges for Open Access publishing in so-called hybrid journals. Should the Licensee agree to switch to any such alternative business model, the Parties will formalize the new business model by concluding a separate contract or a respective addendum to this Agreement.

7.29 The Licensor recognizes and acknowledges that a new Directive on Copyright in the Digital Single Market⁵ has been adopted by the European Union which implements direct statutory authorizations of research organizations to open access and to employ data mining techniques to materials to which they have lawful access. The Directive provides that these rights may not be contractually excluded. The Member States of the European Union will implement this Directive into their national legal orders. The Licensor therefore agrees, once the rules in this Directive become

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

effective, to renegotiate this Agreement to the necessary extent (if necessary). This shall also apply in case of any other obligatory statutory changes.

8. Licensee Performance Obligations

- 8.1 **License Terms Notification.** The Licensee shall ensure 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 ensure that the Participating Institutions will use reasonable efforts to restrict access to the Licensed Materials to the Authorized Users in the case of their unauthorized use of the Licensed Materials.
- 8.3 **Maintaining Confidentiality of Access Passwords.** Where access to the Licensed Materials is to be controlled by the use of passwords, the Licensee shall ensure that the Participating Institutions will use reasonable efforts to inform the Authorized Users that they should not divulge their numbers and passwords to any third party. The Licensee shall ensure that the Participating Institutions will also use reasonable efforts to maintain the confidentiality of any institutional passwords provided by the Licensor.
- 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.

9. Term

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

10. Renewal

Intentionally left blank

11. Early Termination

11.1 Early Termination for Financial Hardship. The Licensee may terminate this Agreement, even partially with respect to particular Participating Institution or Participating Institutions, without penalty as of 31 December 2023 and subsequently every potential 31 December of the following Subscription Period if 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 Licensor of the intent to terminate this Agreement or partially terminate this Agreement at least thirty (30) days before the end of the respective Subscription Period. This Agreement shall terminate on the last day of the respective Subscription Period without penalty of expense to the Licensee of any kind whatsoever, except as to the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available. In the event of such termination of this Agreement, the Licensee and Participating Institutions shall maintain their perpetual right to the Licensed Materials under fully paid Subscription Periods, subject to Section 12 of this Agreement.

11.2 Termination for a Material Breach. Each Party shall notify the breaching Party of a material breach of this Agreement in writing with a detailed description of the breach. The breaching Party shall have sixty (60) days from the receipt of such notice to use all reasonable means to cure this alleged material breach and to notify the non-breaching Party in writing that a cure has been effected. If the material breach is not cured within the sixty (60)-day period, the non-breaching Party shall have the right to terminate this Agreement with a written notice, however, if such material breach would concern or relate merely a certain Participating Institution or Participating Institutions, the Licensor has the right to terminate this Agreement only partially with respect to this or these Participating Institutions. Termination of this Agreement is effective immediately by the date of delivery of such a notice. The obligation of the Parties to also remedy any other breach shall not be affected by this provision.

11.3 Termination of Access. Upon termination of this Agreement, the Licensor may terminate access to the Licensed Materials by the Licensee, the Participating Institutions and the Authorized Users (in case of a partial termination of this Agreement only with respect to the particular Participating Institution and their Authorized Users), subject to Section 12 of this Agreement. In addition, authorized copies of the Licensed Materials made by the Authorized Users may be retained for educational purposes and used subject to the terms of this Agreement even after the termination of this Agreement.

- 11.4 Refunds.** In the event of early termination pursuant to this Agreement, except for termination for a material breach by the Licensee pursuant to Section 11.2 of this Agreement, the Licensee shall be entitled to a refund of any Fee or pro-rata portion thereof paid by the Licensee for any remaining period of this Agreement calculated from the date of termination.

12. Perpetual Rights

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

- 12.2 Archival Copy.** Intentionally omitted.

- 12.3** Intentionally omitted.

- 12.4 Third-Party Archiving Services.** The Licensors and the Licensee acknowledge that the Licensors shall engage the services of third-party trusted archives (Portico) to exercise the Licensee's rights under this section of this Agreement. The Licensors agrees to cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Materials available for archiving purposes should the Licensed Materials no longer be available on degruyter.com.

- 12.5** In the event the Licensors discontinues or changes the terms of its participation in a third-party archiving service, the Licensors shall notify the Licensee in advance, and shall in good faith seek to establish alternative arrangements for trusted archiving and perpetual access to the Licensed Materials.

13. Warranties

- 13.1** The Licensors represents and warrants that it has all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee that could further authorize the Participating Institutions and their Authorized Users to

use the Licensed Materials for the purposes and terms set out in this Agreement, and that 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.

13.2 Intentionally omitted

13.3 Accessibility Requirements. The Licensor represents and warrants that the Licensed Materials comply with the Licensor'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 AA⁶. The Licensor shall also promptly respond to and resolve any complaint regarding accessibility of 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 Licensor 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 Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability, or fitness for a particular purpose.

15. Indemnities

15.1 The Licensor 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.

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

16. Intentionally omitted

17. Assignment and Transfer

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

18. Governing Law

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

19. Dispute Resolution & Venue

- 19.1 In the event of any dispute or controversy arising out of or relating to this Agreement, the Parties agree to exercise good faith to resolve the dispute amicably and as soon as possible. In the event that the Parties fail to settle the dispute amicably within thirty (30) days, they shall submit the dispute to informal mediation, as further described below in this paragraph. The Parties shall continue to perform their respective obligations under this Agreement unless such performance would be objectively hindered due to the existing dispute. The Party invoking mediation shall inform the other Party with a written notice of its decision to seek informal mediation, and the notice must include a description of the subject to the dispute and a proposed resolution thereof. Designated representatives of both Parties shall attempt to resolve the dispute within five (5) working days starting from the day after the delivery of such notice to the other Party. If the designated representatives cannot resolve the dispute, the Parties shall meet at a mutually agreed location and discuss the dispute and their respective proposals for resolution while being represented by their responsible executives, who shall act in good faith to resolve the dispute.
- 19.2 If the dispute is not resolved within thirty (30) days of the meeting among the Parties' executives, either Party may pursue legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in a state court of competent jurisdiction, situated in Prague, Czech Republic. During such court action, the Parties shall continue to perform their respective obligations under this Agreement unless such performance would be objectively hindered due to the existing dispute.

20. Force Majeure

20.1 Neither Party shall be liable for any damage or have the right to terminate this Agreement for any delay or default in performing its duties hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of 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 7.5 of this Agreement shall not modify the terms of this Agreement.

22. Amendment

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

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

23. Severability

23.1 If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law, the validity, legality, and enforceability of the

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

24. Waiver of Contractual Right

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

25. Notices

25.1 All notifications, invitations, information, legal acts and other communications ("**Notices**") made in the matters of and under this Agreement must be made in writing, the written form being retained if Notices are delivered by e-mail.

25.2 Notices regarding the damages, penalties, debts, contacts and this Agreement as such (for example, the notification about breach or termination) must be delivered in person, by registered post or courier service. Notices delivered personally or by courier service shall be deemed received at the time of receipt or refusal of their receipt. Notices served by registered mail will be presumed delivered on the third (3rd) business day following their proven posting if the delivery address is in the Czech Republic, and on the fifteenth (15th) day if the delivery address is outside the Czech Republic.

25.3 Either Party may from time to time change its delivery address by written Notice to the other Party. Such change is effective from the delivery of such Notice.

25.4 If to the Licensor:

- Publisher: Walter de Gruyter GmbH
- Address of Publisher: Genthiner 13
- City of Publisher: Berlin
- Country of Publisher: Germany
- Postal Code of Publisher: 10785
- E-mail: [REDACTED]

25.5 If to the Licensee:

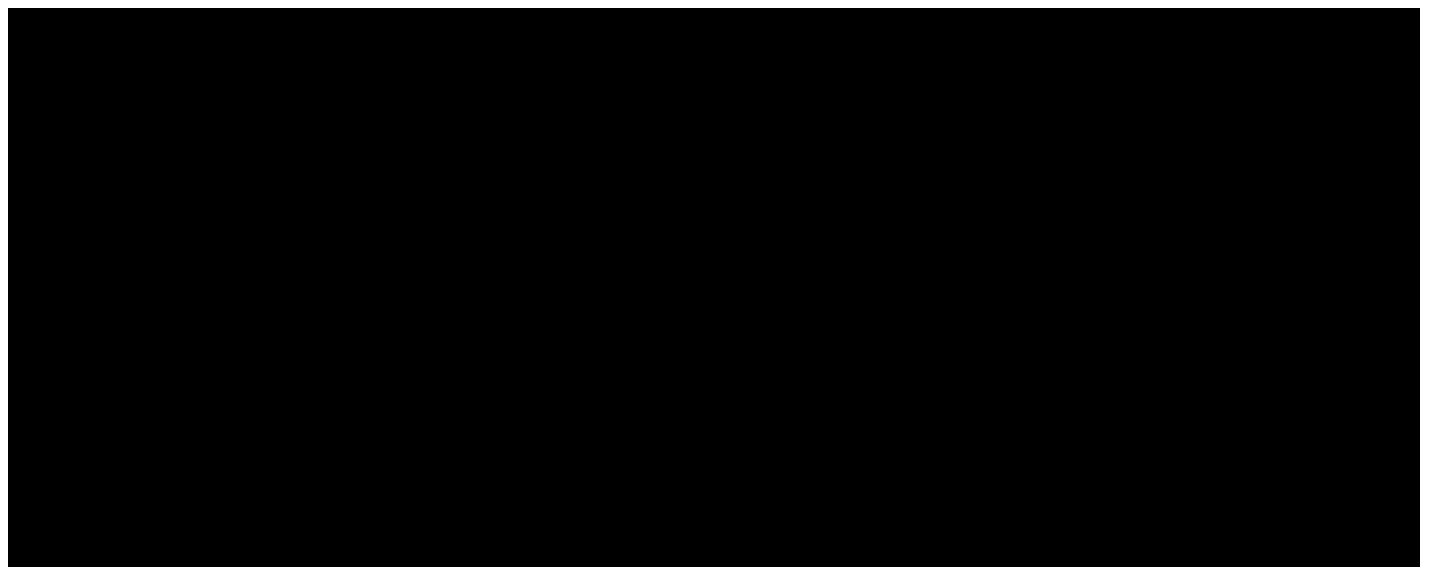
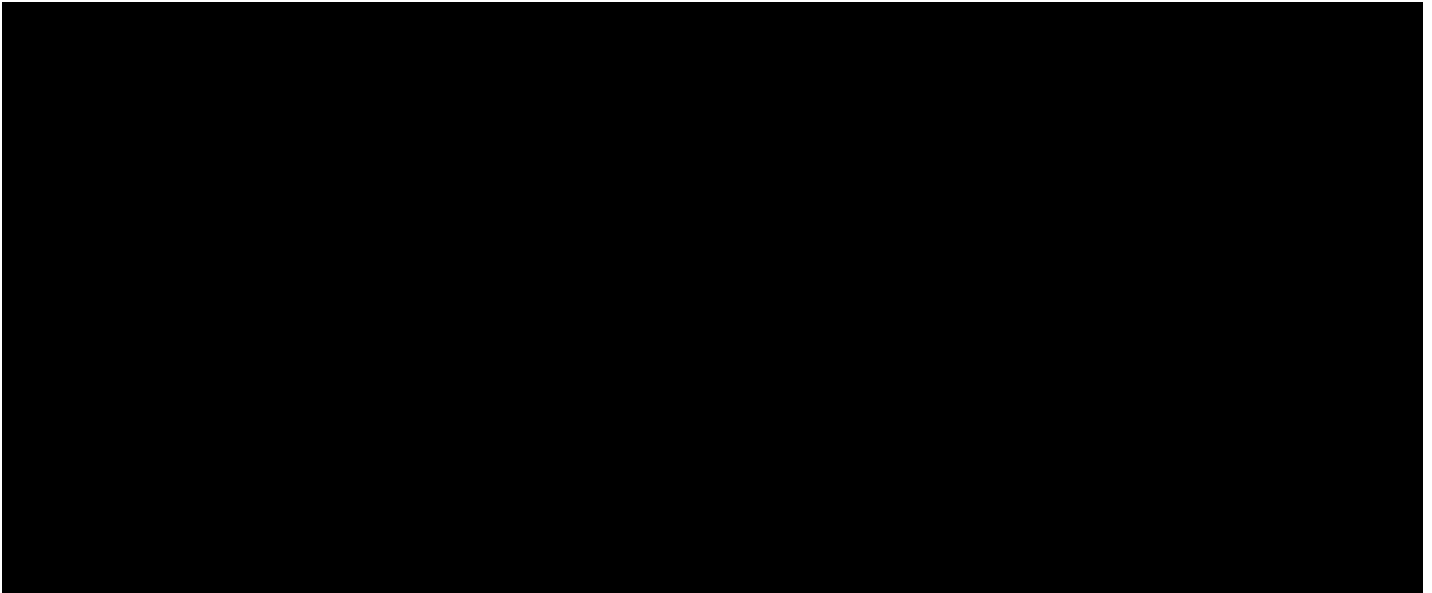
- Licensing contact: Head of Licensing Unit
- Address of Licensee: CzechELib
National Library of Technology
Technická 2710/6, 160 80 Praha 6 – Dejvice
Czech Republic
- E-mail: [REDACTED]

26. Execution

26.1 This Agreement itself shall be signed by the authorized signatory of the Licensor and the Licensee.

26.2 This Agreement is executed in three counterparts in the English language, each of which has the power of an original. Licensor shall receive one counterpart and Licensee shall receive two counterparts. 2.

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



Appendix A: Business Terms

Licensed Materials:

- **Name:** De Gruyter Complete Journals Collection (CJP)/De Gruyter STM Journals Collection (CJP STM)
- **Number of titles, if applicable:** 353 Complete Journals Collection = 353 titles, STM Journals Collection = 86 titles (the number of titles may be subject to change)
- **Dates covered, if applicable:** 2023 - 2025
- **Description:**
 - Tot 353 subscription based journals (212 in English, 131 in German, 1 in French, 1 in Spanish and 8 multilingual)
 - High-impact: 122 De Gruyter journals received an Impact Factor for 2021
 - Free access to all volumes since 1995 for subscribers
 - Free access for newly launched titles
 - User-friendly DRM: Free download, print and store contents for personal use
 - Publisher Partner journals are included in the packages
 - Constant access to each journal secured by Portico

Agreement Term: 1 January 2023 – 31 December 2025

Access Conditions: Unlimited simultaneous user system-wide perpetual access

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

Fees and Negotiated Discounts:

- **Total Fee 2023-2025:** 157,664.00 EUR excl. VAT
- **License Fee / year:**
 - 2023: [REDACTED]
 - 2024: [REDACTED]
 - 2025: [REDACTED]
- Ongoing Fees, e.g. access fee, if any; indicate any waived fees: no ongoing access fees

Payment Terms:

1. The Fee shall be paid to the Licensor's bank [REDACTED]
[REDACTED] Any change of the bank account shall be notified to the Licensee without undue delay. The notice shall be signed by the authorized representative and will become effective upon its delivery to the Licensee.

2. The Fee for the Licensed Materials shall be paid annually for each commenced calendar year of the duration of this Agreement in the amount set forth therein. The Parties expressly state that the Fee for the year 2023 shall be paid in the whole amount, regardless of the beginning of this Agreements' effectiveness.
3. All the prices (Fee) under this Agreement are set forth as final, unchangeable and the maximum allowable and cover and include all activities relating to the performance under this Agreement. The Licensors 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 Licensors shall issue at least the number of invoices corresponding to the number of currencies.
6. Invoice - the tax document shall contain all the requisites of a tax document. The invoice shall contain all the requisites set forth by the applicable legislation, especially Act No. 235/2004 Coll., VAT Act, as amended ("**VAT Act**"). The invoice shall be delivered to the Licensee either originally or electronically to the e-mail address [REDACTED]. The invoice shall include a summary of all the Licensed Materials pursuant to this Agreement. The Licensors 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. In the event the invoice is issued by an EU-based Licensors or its EU-based subsidiary, the invoice shall also contain information that the reverse charge rules are maintained and followed. This duty does not apply to the Licensors based outside the EU.

8. If the invoice does not contain the requisites set forth in this Agreement or by the applicable legislation or these are incorrect or incomplete, the Licensee is entitled to return such invoice to the Licensor 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 Licensor shall correct the invoice in each case within 15 days as of written notification by the Licensee on incorrect or incomplete invoice. Denial of monetary performance and the related return of an invoice in accordance with this paragraph do not constitute a default in the payment by the Licensee.
9. Fulfillment of any financial duty associated with performance under this Agreement shall be understood as the moment of debiting the full amount from the bank account of the Party.
10. The Licensor is not entitled to require any advance payments under this Agreement.
11. Each Party shall bear its own costs in connection with this Agreement. The bank fees for the bank transfer are shared between the Parties.

The provisions of section 12. – 14. of Payment Terms bellow apply to Licensor based in the Czech Republic.

12. The Licensor 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 Licensor is an unreliable VAT payer, the Licensor undertakes to notify such fact to the Licensee in writing without undue delay.
13. The Licensor 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 Licensor undertakes that if there is a threat or even a breach of any Licensor's obligation that could lead to the liability of the Licensor for an unpaid tax, it shall notify such fact in writing to the Licensee without undue delay.
14. Any payments made under this Agreement in favor of the Licensor shall be made to the Licensor's bank account, which is registered with the tax authority within the meaning of the Section 109 of the VAT Act, which the Licensor confirms. In the event that the Licensor becomes an unreliable VAT payer under the preceding paragraphs or there is a threat that the Licensor will become an unreliable VAT payer under the preceding paragraphs, or the Licensor'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 Licensor 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 Licensor takes on the risk of a change in circumstances under Section 1765 (1) of Act No. 89/2012 Coll., the Civil Code, as amended.

Add-on Products and Negotiated Discounts: Not available

Pure OA Publishing

1. The Participating Institutions of the De Gruyter eJournal Package deal (See Attachment eJournal Package Deal) receive a 20% discount on articles published in our Pure OA journals.

The standard charges are [REDACTED] depending on the journal. Non-standard publishing carries bespoke charges eg. Conference proceedings or bundles of abstracts.

Hybrid Open Access

1. The Participating Institutions of the De Gruyter eJournal Package deal receive the following:-
Complete Package institutions – 2 Free Hybrid OA articles per year
SSH or STM Package institutions – 1 Free Hybrid OA article per year
2. The standard APC charge for hybrid OA is EUR [REDACTED] depending on the journal.
A discount of 20% will apply for all other Hybrid OA articles
For title lists see here:- <https://www.degruyter.com/publishing/services/for-librarians/product-information/e-journals>

The Terms of Open Access Publication are specified in Appendix E.

Appendix B: Participating Institutions, Potential Participating Institutions and Fees

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

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

PARTICIPATING INSTITUTIONS

De Gruyter Complete Package

Institution (Eng)	Cur.	Fee 2023	Fee 2024	Fee 2025
Masaryk University	EUR			
National Library of Technology	EUR			
Palacky University Olomouc	EUR			
University of Hradec Králové	EUR			
Total without VAT	EUR			

De Gruyter eJournal STM Package

Institution (Eng)	Cur.	Fee 2023	Fee 2024	Fee 2025
Institute of Mathematics of the CAS	EUR			
Mendel University in Brno	EUR			
Tomas Bata University in Zlín	EUR			
University of Chemistry and Technology, Prague	EUR			
Total without VAT	EUR			

POTENTIAL PARTICIPATING INSTITUTIONS

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

Středočeská vědecká knihovna v Kladně, příspěvková organizace	Central Bohemian Research Library in Kladno
Centrum pro studium vysokého školství, v. v. i.	Centre for Higher Education Studies
Centrum kardiovaskulární a transplantační chirurgie Brno	Centre of Cardiovascular and Transplantation Surgery
CESNET, z.s.p.o.	CESNET
Univerzita Karlova	Charles University
AMBIS vysoká škola, a.s.	College of Regional Development and Banking Institute - AMBIS
Národní pedagogické muzeum a knihovna J. A. Komenského	Comenius National Pedagogical Museum and Library
Výzkumný ústav rostlinné výroby, v. v. i	Crop Research Institute
Česká geologická služba	Czech Geological Survey
Český hydrometeorologický ústav	Czech Hydrometeorological Institute
Grantová agentura České republiky	Czech Science Foundation
České vysoké učení technické v Praze	Czech Technical University in Prague
Česká zemědělská univerzita v Praze	Czech University of Life Sciences Prague
Studijní a vědecká knihovna Plzeňského kraje, příspěvková organizace	Education and Research Library of Pilsener Region
Výzkumný ústav lesního hospodářství a myslivosti, v. v. i.	Forestry and Game Management Research Institute
Krajská knihovna Františka Bartoše ve Zlíně	František Bartoš Regional Library in Zlín
Všeobecná fakultní nemocnice v Praze	General University Hospital in Prague
Ústav výzkumu globální změny AV ČR, v. v. i.	Global Change Research Centre of the CAS
Knihovna města Hradce Králové	Hradec Králové City Library
Institut klinické a experimentální medicíny	Institute for Clinical and Experimental Medicine
Ústav zemědělské ekonomiky a informací	Institute of Agricultural Economics and Information
Ústav analytické chemie AV ČR, v. v. i.	Institute of Analytical Chemistry of the CAS
Ústav živočišné fyziologie a genetiky AV ČR, v. v. i.	Institute of Animal Physiology and Genetics of the CAS
Výzkumný ústav živočišné výroby, v. v. i.	Institute of Animal Science
Ústav fyziky atmosféry AV ČR, v. v. i.	Institute of Atmospheric Physics of the CAS
Biofyzikální ústav AV ČR, v. v. i.	Institute of Biophysics of the CAS
Biotechnologický ústav AV ČR, v. v. i.	Institute of Biotechnology of the CAS
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
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
Janáčkova akademie múzických umění	Janáček Academy of Music and Performing Arts
Knihovna AV ČR, v. v. i.	Library of the Czech Academy of Sciences
Masarykův onkologický ústav	Masaryk Memorial Cancer Institute
Metropolitní univerzita Praha, o.p.s.	Metropolitan University Prague
Moravská zemská knihovna v Brně	Moravian Library in Brno
Moravskoslezská vědecká knihovna v Ostravě, příspěvková organizace	Moravian-Silesian Research Library in Ostrava
Fakultní nemocnice v Motole	Motol University Hospital
Městská knihovna v Praze	Municipal Library of Prague
Západočeské muzeum v Plzni	Museum of West Bohemia
Nemocnice Na Homolce	Na Homolce Hospital
Národní filmový archiv	National Film Archive
Národní galerie v Praze	National Gallery Prague
Státní zdravotní ústav	National Institute of Public Health

Národní knihovna České republiky, státní příspěvková organizace zřízená Ministerstvem kultury	National Library of the Czech Republic
Národní lékařská knihovna	National Medical Library
Národní muzeum	National Museum
Severočeská vědecká knihovna v Ústí nad Labem	North Bohemian Research Library in Ústí nad Labem
Ústav jaderné fyziky AV ČR, v. v. i.	Nuclear Physics Institute of the CAS
Výzkumný ústav bezpečnosti práce, v. v. i. - NIVOS	Occupational Safety Research Institute – NIVOS
Úřad vlády České republiky	Office of the Government of the Czech Republic
Vědecká knihovna v Olomouci	Olomouc Research Library
Orientální ústav AV ČR, v. v. i.	Oriental Institute of the Czech Academy of Sciences
Krajská knihovna v Pardubicích	Pardubice Regional Library
Policejní akademie České republiky v Praze	Police Academy of the Czech Republic in Prague
Výzkumný ústav bramborářský Havlíčkův Brod, s.r.o.	Potato Research Institute Havlíčkův Brod
Vysoká škola PRIGO, z.ú.	PRIGO University
Krajská vědecká knihovna v Liberci, příspěvková organizace	Regional Research Library in Liberec
Výzkumný a šlechtitelský ústav ovocnářský Holovousy s.r.o.	Research and Breeding Institute of Pomology Holovousy
Centrum výzkumu Řež s.r.o.	Research Centre Řež
Studijní a vědecká knihovna v Hradci Králové	Research Library in Hradec Králové
Jihočeská vědecká knihovna v Českých Budějovicích	Research Library of South Bohemia in České Budějovice
Slezská univerzita v Opavě	Silesian University in Opava
Výzkumný ústav Silva Taroucy pro krajinu a okrasné zahradnictví, v. v. i.	Silva Tarouca Research Institute for Landscape and Ornamental Gardening
ŠKODA AUTO VYSOKÁ ŠKOLA o.p.s.	ŠKODA AUTO University
Fakultní nemocnice u sv. Anny v Brně	St. Anne's University Hospital Brno
Výzkumný ústav vodohospodářský T. G. Masaryka, v. v. i.	T. G. Masaryk Water Research Institute
Technická univerzita v Liberci	Technical University of Liberec
Vysoká škola báňská - Technická univerzita Ostrava	Technical University of Ostrava
The Extreme Light Infrastructure ERIC (pouze pracoviště Dolní Břežany, ČR)	The Extreme Light Infrastructure ERIC (only facility Dolní Břežany, CZ)
Centrum dopravního výzkumu, v. v. i.	Transport Research Centre
Fakultní nemocnice Brno	University Hospital Brno
Fakultní nemocnice Hradec Králové	University Hospital Hradec Králové
Fakultní nemocnice Ostrava	University Hospital in Ostrava
Fakultní nemocnice Plzeň	University Hospital in Pilsen
Fakultní nemocnice Olomouc	University Hospital Olomouc
Univerzita obrany	University of Defence
Vysoká škola ekonomická v Praze	University of Economics, Prague

Vysoká škola finanční a správní, a.s.	University of Finance and Administration
Ostravská univerzita	University of Ostrava
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

Fees for Potential Participating Institutions:

Online Resources	Cur.	Fee 2024	Fee 2025
De Gruyter Complete Package	EUR		
De Gruyter eJournal STM Package	EUR		
De Gruyter eJournal HSS Package	EUR		

Appendix C: IP Addresses of Participating Institutions

De Gruyter Complete Package

Institute	Institution	IP addresses
Masarykova univerzita	Masaryk University	IPv4: 147.251.0.0-147.251.49.35 147.251.49.37-147.251.255.255 IPv6: 2001:718:801::/48
Národní technická knihovna	National Library of Technology	IPv4: 195.113.241.0 - 195.113.242.127 195.113.241.18 IPv6: 2001:718:7::/48
Univerzita Hradec Králové	University of Hradec Králové	IPv4: 195.113.165.128-195.113.165.255 195.113.118.0-195.113.120.255
Univerzita Palackého v Olomouci	Palacky University Olomouc	IPv4: 158.194.0.0-158.194.255.255

De Gruyter eJournal STM Package

Institute	Institution	IP addresses
Matematický ústav AV ČR, v. v. i.	Institute of Mathematics of the CAS	IPv4: 147.231.88.0/23
Mendelova univerzita v Brně	Mendel University in Brno	IPv4: 195.178.72.0-195.178.72.255 195.178.73.0-195.178.73.255 195.178.74.0-195.178.74.255 195.178.75.0-195.178.75.255 195.178.76.0-195.178.76.255 195.178.77.0-195.178.77.255 195.178.78.0-195.178.78.255 195.178.79.0-195.178.79.255 195.178.80.0-195.178.80.255 195.113.143.0-195.113.143.255 195.113.174.32-195.113.174.63 195.113.194.0-195.113.194.255 195.113.195.0-195.113.195.255 195.113.204.0-195.113.204.255 195.113.215.0-195.113.215.255 195.113.216.0-195.113.216.255 195.113.217.0-195.113.217.255 195.113.218.0-195.113.218.255 195.113.239.0-195.113.239.255 78.128.147.0-78.128.147.255
Univerzita Tomáše Bati ve Zlíně	Tomas Bata University in Zlín	IPv4: 195.178.88.0-195.178.95.255 195.113.96.0-195.113.99.255
Vysoká škola chemicko-technologická v Praze	University of Chemistry and Technology, Prague	IPv4: 147.33.*.*

Appendix D: Title List CJP 2023

Online - ISSN	Title	DOI or URL	Hybrid OA	APC
2191-4664	ABI Technik	http://dx.doi.org/10.1515/abitech	S2O	
1865-8717	The African Book Publishing Record	http://dx.doi.org/10.1515/abpr	Hybrid OA	2000
1864-8266	Advances in Calculus of Variations	http://dx.doi.org/10.1515/acv	Hybrid OA	2000
1615-7168	Advances in Geometry	http://dx.doi.org/10.1515/advg	Hybrid OA	2000
2152-2820	Accounting, Economics, and Law: A Convivium	https://www.degruyter.com/AEL	Hybrid OA	tbc
2366-0945	AfP	https://www.degruyter.com/AFP	Read only	0
2366-097X	Die Aktiengesellschaft	https://www.degruyter.com/AG	Read only	0
1613-0650	Archiv für Geschichte der Philosophie	http://dx.doi.org/10.1515/agph	Hybrid OA	2000
2154-4611	Asian Journal of Law and Economics	https://www.degruyter.com/AJLE	Hybrid OA	2000
1945-3027	American Mineralogist	https://www.degruyter.com/AMMIN	Hybrid by Partner	0
1613-0421	Antike und Abendland	http://dx.doi.org/10.1515/anti	Hybrid OA	2000
1865-8938	Anglia	http://dx.doi.org/10.1515/angl	Hybrid OA	2000
1868-9426	Angermion	http://dx.doi.org/10.1515/ang	Hybrid OA	2000
2196-6753	Analysis	https://www.degruyter.com/ANLY	Hybrid OA	2000
2196-6761	Altorientalische Forschungen	https://www.degruyter.com/AOFO	Hybrid OA	2000
2192-8584	Advanced Optical Technologies	https://www.degruyter.com/AOT	Hybrid OA	2000
2156-7093	Apeiron	http://dx.doi.org/10.1515/apeiron	Hybrid OA	2000
1867-1551	Archiv für Papyrusforschung und verwandte Gebiete	http://dx.doi.org/10.1515/apf	Hybrid OA	2000
2153-3792	Asia-Pacific Journal of Risk and Insurance	https://www.degruyter.com/APJRI	Hybrid OA	2000
1868-6311	Applied Linguistics Review	http://dx.doi.org/10.1515/alr	Hybrid OA	2000
1865-8849	Arbitrium	http://dx.doi.org/10.1515/arbi	Hybrid OA	2000
2365-984X	Arbeit	https://www.degruyter.com/ARBEIT	Hybrid OA	2000
1613-0642	arcadia	http://dx.doi.org/10.1515/arca	Hybrid OA	2000
1868-8888	Archiv für Religionsgeschichte	http://dx.doi.org/10.1515/afgs	Hybrid OA	2000

2198-0489	Archiv für Reformationsgeschichte - Archive for Reformation History	https://www.degruyter.com/ARG	Read only	0
1865-9438	Aschkenas	http://dx.doi.org/10.1515/asch	Hybrid OA	2000
2235-5871	Asiatische Studien - Études Asiatiques	https://www.degruyter.com/ASIA	Read only	0
2569-1554	Architectura	https://www.degruyter.com/ATC	Read only	0
2365-9858	Analyse & Kritik	https://www.degruyter.com/AUK	Hybrid OA	2000
2196-677X	at - Automatisierungstechnik	https://www.degruyter.com/AUTO	Hybrid OA	2000
2194-9646	Bibliotheksdienst	https://www.degruyter.com/BD	S2O	
1935-1682	The B.E. Journal of Economic Analysis & Policy	https://www.degruyter.com/BEJEAP	Hybrid OA	2000
1935-1690	The B.E. Journal of Macroeconomics	https://www.degruyter.com/BEJM	Hybrid OA	2000
1935-1704	The B.E. Journal of Theoretical Economics	https://www.degruyter.com/BEJTE	Hybrid OA	2000
1865-7648	Bibliothek Forschung und Praxis	http://dx.doi.org/10.1515/bfup	S2O	
1932-0183	Basic Income Studies	https://www.degruyter.com/BIS	Hybrid OA	2000
1862-278X	Biomedical Engineering / Biomedizinische Technik	http://dx.doi.org/10.1515/bmte	Hybrid OA	2000
1437-4323	Botanica Marina	http://dx.doi.org/10.1515/bot	Hybrid OA	2000
2699-3414	Berliner Theologische Zeitschrift	https://www.degruyter.com/BTHZ	Hybrid OA	2000
1868-9027	Byzantinische Zeitschrift	http://dx.doi.org/10.1515/byzs	Hybrid OA	2000
2193-2271	Chinese as a Second Language Research	https://www.degruyter.com/CASLAR	Hybrid OA	2000
1437-4331	Clinical Chemistry and Laboratory Medicine (CCLM)	http://dx.doi.org/10.1515/cclm	Hybrid OA	2000
2191-6128	Language Learning in Higher Education	https://www.degruyter.com/CERCLES	Hybrid OA	2000
2160-5068	Chinese Archaeology	https://www.degruyter.com/CHAR	Read only	0
1365-2192	Chemistry International	https://www.degruyter.com/CI	Hybrid OA	2000
2192-9513	Chinese Journal of Applied Linguistics	https://www.degruyter.com/CJAL	Hybrid OA	2000
1613-7035	Corpus Linguistics and Linguistic Theory	http://dx.doi.org/10.1515/cllt	Hybrid OA	2000
1609-9389	Computational Methods in Applied Mathematics	https://www.degruyter.com/CMAM	Hybrid OA	2000
1613-3641	Cognitive Linguistics	http://dx.doi.org/10.1515/cogl	Hybrid OA	2000
2235-2066	Cognitive Semiotics	https://www.degruyter.com/COGSEM	Hybrid OA	2000
1613-4087	Communications	http://dx.doi.org/10.1515/comm	Hybrid OA	2000

2191-0316	Corrosion Reviews	http://dx.doi.org/10.1515/corrrev	Hybrid OA	2000
1934-2659	Chemical Product and Process Modeling	https://www.degruyter.com/CPPM	Hybrid OA	2000
2194-4172	Computer und Recht	https://www.degruyter.com/CR	Read only	0
1435-5345	Journal für die reine und angewandte Mathematik	http://dx.doi.org/10.1515/crll	Hybrid OA	2000
2194-4164	Computer Law Review International	https://www.degruyter.com/CRI	Read only	0
2198-9613	Chinese Semiotic Studies	https://www.degruyter.com/CSS	Hybrid OA	2000
2194-4059	Deutsches Dante-Jahrbuch	https://www.degruyter.com/DANTE	Hybrid OA	2000
2364-2122	Digital Culture & Society	https://www.degruyter.com/DCS	Read only	0
1867-0903	Dialectologia et Geolinguistica	http://dx.doi.org/10.1515/dig	Hybrid OA	2000
2569-1589	Die Denkmalpflege	https://www.degruyter.com/DKP	Read only	0
1569-3929	Discrete Mathematics and Applications	http://dx.doi.org/10.1515/dma	Hybrid OA	2000
2363-8915	Drug Metabolism and Personalized Therapy	http://dx.doi.org/10.1515/dmpt	Hybrid OA	2000
0942-5977	Mitteilungen der Deutschen Mathematiker-Vereinigung	https://www.degruyter.com/DMVM	Read only	0
1612-7056	Deutsche Zeitschrift für Wirtschafts- und Insolvenzrecht	http://dx.doi.org/10.1515/dwir	Hybrid OA	2000
2194-802X	Diagnosis	http://dx.doi.org/10.1515/dx	Hybrid OA	2000
2192-1482	Deutsche Zeitschrift für Philosophie	https://www.degruyter.com/DZPH	Hybrid OA	2000
1613-2556	European Company and Financial Law Review	http://dx.doi.org/10.1515/ecfr	Hybrid OA	2000
1865-9446	editio	http://dx.doi.org/10.1515/edit	Hybrid OA	2000
2748-9329	Educational Linguistics	https://www.degruyter.com/EDULING	Hybrid OA	tbc
2191-9402	European Journal of Scandinavian Studies	http://dx.doi.org/10.1515/ejss	Hybrid OA	2000
2037-7177	Elenchos	https://www.degruyter.com/ELEN	Hybrid OA	2000
2161-962X	Epidemiologic Methods	https://www.degruyter.com/EM	Hybrid OA	2000
2190-8362	European Property Law Journal	https://www.degruyter.com/EPLJ	Hybrid OA	2000
2367-2404	Stochastics and Quality Control	http://dx.doi.org/10.1515/eqc	Hybrid OA	2000
1614-9939	European Review of Contract Law	http://dx.doi.org/10.1515/ercl	Hybrid OA	2000
2157-5665	Entrepreneurship Research Journal	https://www.degruyter.com/ERJ	Hybrid OA	2000

2472-9876	Evolutionary Studies in Imaginative Culture	https://www.degruyter.com/ESIC	Hybrid by Partner	tbc
2566-9109	Etruscan and Italic Studies	https://www.degruyter.com/ETST	Hybrid OA	2000
2192-953X	European Journal of Applied Linguistics	https://www.degruyter.com/EUJAL	Hybrid OA	2000
1553-3832	The Economists' Voice	https://www.degruyter.com/EV	Hybrid OA	2000
2198-0470	Evangelische Theologie	https://www.degruyter.com/EVTH	Read only	0
1613-0464	Fabula	http://dx.doi.org/10.1515/fabl	Hybrid OA	2000
1558-9544	Forum for Health Economics & Policy	https://www.degruyter.com/FHEP	Hybrid OA	2000
2365-9890	Forschungsjournal Soziale Bewegungen	https://www.degruyter.com/FJSB	Hybrid OA	2000
1613-0812	Frühmittelalterliche Studien	http://dx.doi.org/10.1515/fmst	S2O	
2509-4890	Frontiers of Narrative Studies	https://www.degruyter.com/FNS	Hybrid OA	2000
1614-7308	Folia Linguistica	http://dx.doi.org/10.1515/flin	Hybrid OA	2000
1540-8884	The Forum	https://www.degruyter.com/FOR	Hybrid OA	2000
1435-5337	Forum Mathematicum	http://dx.doi.org/10.1515/form	Hybrid OA	2000
2567-4897	FinanzRundschau	https://www.degruyter.com/FR	Read only	0
2191-6349	Frequenz	http://dx.doi.org/10.1515/freq	Hybrid OA	2000
2365-9920	Feministische Studien	https://www.degruyter.com/FS	Hybrid OA	2000
2197-2796	Yearbook of the German Cognitive Linguistics Association	https://www.degruyter.com/GCLA	Hybrid OA	2000
1468-0475	German Economic Review	https://www.degruyter.com/GER	Hybrid OA	2000
1865-9187	Germanistik	https://www.degruyter.com/GERM	Read only	0
2194-4229	GesundheitsRecht	https://www.degruyter.com/GESR	Read only	0
1934-2640	Global Jurist	https://www.degruyter.com/GJ	Hybrid OA	2000
2199-4382	Global Chinese	https://www.degruyter.com/GLOCHI	Hybrid OA	2000
2196-6907	Glottology	https://www.degruyter.com/GLOT	Hybrid OA	2000
1572-9176	Georgian Mathematical Journal	http://dx.doi.org/10.1515/gmj	Hybrid OA	2000
2364-7213	Zeitschrift für das Privatrecht der Europäischen Union	https://www.degruyter.com/GPR	Read only	0
2625-1868	Zeitschrift für das gesamte Verfahrensrecht – GVRZ	https://www.degruyter.com/GVRZ	Read only	0
2197-0483	Helia	https://www.degruyter.com/HELIA	Hybrid OA	2000

1437-434X	Holzforschung	http://dx.doi.org/10.1515/hf	Hybrid OA	2000
1868-1891	Hormone Molecular Biology and Clinical Investigation	http://dx.doi.org/10.1515/hmbci	Hybrid OA	2000
1437-4315	Biological Chemistry	http://dx.doi.org/10.1515/bc	Hybrid OA	2000
2194-1831	HTM Journal of Heat Treatment and Materials	https://www.degruyter.com/HTM	Hybrid OA	2000
1337-401X	Human Affairs	https://www.degruyter.com/HUMAFF	Hybrid OA	2000
1613-3722	HUMOR	http://dx.doi.org/10.1515/humr	Hybrid OA	2000
2196-680X	Historische Zeitschrift	https://www.degruyter.com/HZHZ	Hybrid OA	2000
1865-9128	Internationales Archiv für Sozialgeschichte der deutschen Literatur	http://dx.doi.org/10.1515/iasl	Hybrid OA	2000
1865-9039	Iberoromania	http://dx.doi.org/10.1515/iber	Hybrid OA	2000
1995-5855	ICL Journal	https://www.degruyter.com/ICL	Hybrid OA	2000
2196-6826	i-com	http://mc.manuscriptcentral.com/icom	Hybrid OA	2000
1613-0405	Indogermanische Forschungen	http://dx.doi.org/10.1515/indo	Hybrid OA	2000
2193-9527	Internationales Handelsrecht	https://www.degruyter.com/IHR	Read only	0
2191-0278	International Journal of Adolescent Medicine and Health	http://dx.doi.org/10.1515/ijamh	Hybrid OA	2000
1557-4679	The International Journal of Biostatistics	https://www.degruyter.com/IJB	Hybrid OA	2000
1542-6580	International Journal of Chemical Reactor Engineering	https://www.degruyter.com/IJCRE	Hybrid OA	2000
1553-779X	International Journal of Emerging Electric Power Systems	https://www.degruyter.com/IJEPS	Hybrid OA	2000
1556-3758	International Journal of Food Engineering	https://www.degruyter.com/IJFE	Hybrid OA	2000
2364-883X	International Journal of Legal Discourse	https://www.degruyter.com/IJLD	Hybrid OA	2000
2195-8556	International Journal of Materials Research	https://www.degruyter.com/IJMR	Hybrid OA	2000
1548-923X	International Journal of Nursing Education Scholarship	https://www.degruyter.com/IJNES	Hybrid OA	2000
2191-0294	International Journal of Nonlinear Sciences and Numerical Simulation	http://dx.doi.org/10.1515/ijnsns	Hybrid OA	2000
1612-9768	International Journal of Practical Theology	http://dx.doi.org/10.1515/ijpt	Hybrid OA	2000
1613-3668	International Journal of the Sociology of Language	http://dx.doi.org/10.1515/ijsl	Hybrid OA	2000
2511-0853	Informationen Deutsch als Fremdsprache	https://www.degruyter.com/INFODAF	Hybrid OA	2000

1613-365X	Intercultural Pragmatics	http://dx.doi.org/10.1515/iprg	Hybrid OA	2000
2567-1111	International Public History	https://www.degruyter.com/IPH	Hybrid OA	2000
2195-8602	International Polymer Processing	https://www.degruyter.com/IPP	Hybrid OA	2000
1613-4141	International Review of Applied Linguistics in Language Teaching	http://dx.doi.org/10.1515/iral	Hybrid OA	2000
1613-0928	Der Islam	http://dx.doi.org/10.1515/islam	Hybrid OA	2000
2366-116X	Internationale SteuerRundschau	https://www.degruyter.com/ISR	Read only	0
2196-7032	it - Information Technology	http://www.degruyter.com/ITIT	Hybrid OA	2000
1619-4292	Information – Wissenschaft & Praxis	https://www.degruyter.com/IWP	Hybrid OA	2000
1869-6082	Journal of Applied Analysis	http://dx.doi.org/10.1515/jaa	Hybrid OA	2000
1542-0485	Journal of Agricultural & Food Industrial Organization	https://www.degruyter.com/JAFIO	Hybrid OA	2000
1862-9024	Journal of Applied Geodesy	http://dx.doi.org/10.1515/jag	Hybrid OA	2000
2324-8114	Journal of Ancient History	https://www.degruyter.com/JAH	Hybrid OA	2000
1869-6902	Jahrbuch der Juristischen Zeitgeschichte	http://dx.doi.org/10.1515/jjzg-b	Hybrid OA	2000
1613-3811	Journal of African Languages and Linguistics	http://dx.doi.org/10.1515/jall	Hybrid OA	2000
2328-9562	Journal of Ancient Near Eastern History	https://www.degruyter.com/JANEH	Hybrid OA	2000
2154-3186	Journal of Biosecurity, Biosafety and Biodefense Law	https://www.degruyter.com/JBBBL	Hybrid OA	2000
2191-0286	Journal of Basic and Clinical Physiology and Pharmacology	http://dx.doi.org/10.1515/jbcpp	Hybrid OA	2000
1869-7046	Jahrbuch für Germanistische Sprachgeschichte	http://dx.doi.org/10.1515/jgs	Hybrid OA	2000
2196-6834	Internationales Jahrbuch für Medienphilosophie	https://www.degruyter.com/JBMP	Hybrid OA	2000
2366-049X	Jahrbücher für Nationalökonomie und Statistik	https://www.degruyter.com/JBNST	Hybrid OA	2000
2192-4287	Internationales Jahrbuch für philosophische Anthropologie	https://www.degruyter.com/JBPA	Hybrid OA	2000
2329-4434	Journal of the Bible and its Reception	https://www.degruyter.com/JBR	Hybrid OA	2000
1932-9156	Journal of Business Valuation and Economic Loss Analysis	https://www.degruyter.com/JBVELA	Hybrid OA	2000
2196-6842	Jahrbuch für Wirtschaftsgeschichte / Economic History Yearbook	https://www.degruyter.com/JBWG	S2O	
2472-9906	Journal of Contemporary Antisemitism	https://www.degruyter.com/JCA	Hybrid by Partner	tbc

2195-0164	Journal of Contemporary Drama in English	www.contemporarydrama.de	Hybrid OA	2000
2702-2285	Journal of Chinese Film Studies	https://www.degruyter.com/JCFS	Hybrid OA	Sponsored
1553-3840	Journal of Complementary and Integrative Medicine	https://www.degruyter.com/JCIM	Hybrid OA	2000
2688-4747	Journal of the Canadian Society for Syriac Studies	https://www.degruyter.com/JCSSS	No OA	0
2153-1552	Journal des Économistes et des Études Humaines	https://www.degruyter.com/JEEH	Hybrid OA	2000
2191-933X	Journal of English as a Lingua Franca	https://www.degruyter.com/JELF	Hybrid OA	2000
2156-6674	Journal of Econometric Methods	https://www.degruyter.com/JEM	Hybrid OA	2000
2196-6656	Journal of Early Modern Christianity	https://www.degruyter.com/JEMC	Hybrid OA	2000
1868-9620	Journal of European Tort Law	http://dx.doi.org/10.1515/jetl	Hybrid OA	2000
1948-1837	Journal of Globalization and Development	https://www.degruyter.com/JGD	Hybrid OA	2000
2191-9909	Jahrbuch für die Geschichte Mittel- und Ostdeutschlands	http://dx.doi.org/10.1515/jgmo	Hybrid OA	2000
1435-4446	Journal of Group Theory	http://dx.doi.org/10.1515/jgth	Hybrid OA	2000
1547-7355	Journal of Homeland Security and Emergency Management	https://www.degruyter.com/JHSEM	Hybrid OA	2000
2199-2908	Journal of Historical Sociolinguistics	https://www.degruyter.com/JHSL	Hybrid OA	2000
2196-9361	Journal of the International Arthurian Society	https://www.degruyter.com/JIAS	Hybrid OA	2000
1569-3945	Journal of Inverse and Ill-posed Problems	http://dx.doi.org/10.1515/jiip	Hybrid OA	2000
1932-0191	Journal of Imagery Research in Sport and Physical Activity	https://www.degruyter.com/JIRSPA	Hybrid OA	2000
2512-1413	Journal of Japanese Linguistics	https://www.degruyter.com/JJL	Hybrid OA	2000
1868-8810	Journal der Juristischen Zeitgeschichte	http://dx.doi.org/10.1515/jjzg	Hybrid OA	2000
1613-3838	Journal of Literary Semantics	http://dx.doi.org/10.1515/ilse	Hybrid OA	2000
1862-8990	Journal of Literary Theory	http://dx.doi.org/10.1515/jlt	S2O	
1437-4358	Journal of Non-Equilibrium Thermodynamics	http://dx.doi.org/10.1515/jnetdy	Hybrid OA	2000
1569-3953	Journal of Numerical Mathematics	http://dx.doi.org/10.1515/jnum	Hybrid OA	2000
2191-6322	Journal of Optical Communications	http://dx.doi.org/10.1515/joc	Hybrid OA	2000
2194-8747	Journal of Latin Linguistics	https://www.degruyter.com/JOLL	Hybrid OA	2000

2191-0251	Journal of Pediatric Endocrinology and Metabolism	http://dx.doi.org/10.1515/jpem	Hybrid OA	2000
1619-3997	Journal of Perinatal Medicine	http://dx.doi.org/10.1515/jpmed	Hybrid OA	2000
1559-0410	Journal of Quantitative Analysis in Sports	https://www.degruyter.com/JQAS	Hybrid OA	2000
2196-078X	Journal of South Asian Languages and Linguistics	https://www.degruyter.com/JSALL	Hybrid OA	2000
1932-9148	Journal of Tort Law	https://www.degruyter.com/JTL	Hybrid OA	2000
2626-8329	Journal of Transcendental Philosophy	https://www.degruyter.com/JTPH	Hybrid OA	2000
1941-1928	Journal of Time Series Econometrics	https://www.degruyter.com/JTSE	Hybrid OA	2000
1612-7021	JURA - Juristische Ausbildung	https://www.degruyter.com/JURA	Read only	0
1612-7064	Juristische Rundschau	http://dx.doi.org/10.1515/juru	Hybrid OA	2000
1613-0723	Kadmos	http://dx.doi.org/10.1515/kadm	Hybrid OA	tbc
1613-1134	Kant-Studien	http://dx.doi.org/10.1515/kant	Hybrid OA	2000
1868-4602	Kant Yearbook	http://dx.doi.org/10.1515/kantyb	Hybrid OA	2000
2195-8580	Kerntechnik	https://www.degruyter.com/KERN	Hybrid OA	2000
1612-9792	Kierkegaard Studies Yearbook	http://dx.doi.org/10.1515/kier	Hybrid OA	2000
1865-7249	Kritikon Litterarum	http://dx.doi.org/10.1515/kl	Hybrid OA	2000
2192-7669	Klio	https://www.degruyter.com/KLIO	Hybrid OA	2000
2644-061X	Latin American Jewish Studies	https://www.degruyter.com/LAJS	Hybrid OA	tbc
1943-3867	Law and Development Review	https://www.degruyter.com/LDR	Read only	0
1938-2545	Law & Ethics of Human Rights	https://www.degruyter.com/LEHR	Hybrid OA	2000
1868-0267	Lebende Sprachen	http://dx.doi.org/10.1515/les	Hybrid OA	2000
1865-9403	Lexicographica	http://dx.doi.org/10.1515/lexi	Hybrid OA	2000
1865-8423	Libri	https://www.degruyter.com/LIBRI	Hybrid OA	2000
1613-396X	Linguistics	http://dx.doi.org/10.1515/ling	S2O	
1613-415X	Linguistic Typology	http://dx.doi.org/10.1515/lity	Hybrid OA	2000
2199-174X	Linguistics Vanguard	https://www.degruyter.com/LINGVAN	Hybrid OA	2000
1898-4436	Lodz Papers in Pragmatics	https://www.degruyter.com/LPP	Hybrid OA	2000
1864-1547	Mammalia	http://dx.doi.org/10.1515/mamm	Hybrid OA	2000

2230-6587	Multimodal Communication	https://www.degruyter.com/MC	Hybrid OA	2000
1569-3961	Monte Carlo Methods and Applications	http://dx.doi.org/10.1515/mcma	Hybrid OA	2000
2747-6715	Materialdienst	https://www.degruyter.com/MDKI	Hybrid OA	tbc
2194-4202	Monatsschrift für Deutsches Recht	https://www.degruyter.com/MDTR	Read only	0
2196-9647	Man and the Economy	https://www.degruyter.com/ME	Hybrid OA	2000
1863-5490	Medizinische Genetik	https://www.degruyter.com/MEDGEN	Pure OA	Sponsored
2196-6850	Militärgeschichtliche Zeitschrift	https://www.degruyter.com/MGZS	Hybrid OA	2000
1867-0318	Millennium	http://dx.doi.org/10.1515/mjb	Hybrid OA	2000
2366-1968	Monatsschrift für Kriminologie und Strafrechtsreform	https://www.degruyter.com/MKS	Hybrid OA	2000
2161-2412	Multicultural Learning and Teaching	https://www.degruyter.com/MLT	Hybrid OA	2000
2194-5624	Moral Philosophy and Politics	https://www.degruyter.com/MOPP	Hybrid OA	2000
2766-6395	Mother Tongue	https://www.degruyter.com/MOT	Read only	0
1874-6373	Metaphysica	https://www.degruyter.com/MP	Hybrid OA	2000
1337-2211	Mathematica Slovaca	https://www.degruyter.com/MS	Hybrid OA	2000
2195-8572	Materials Testing	https://www.degruyter.com/MT	Hybrid OA	2000
1613-3684	Multilingua	http://dx.doi.org/10.1515/mult	Hybrid OA	2000
1554-4419	Muslim World Journal of Human Rights	https://www.degruyter.com/MWJHR	Hybrid OA	2000
1862-9156	Naharaim	http://dx.doi.org/10.1515/naha	Hybrid OA	2000
2363-7013	Neuroforum	https://www.degruyter.com/NF	Hybrid OA	2000
1940-0004	New Global Studies	https://www.degruyter.com/NGS	Hybrid OA	2000
1613-0790	Nietzsche-Studien	http://dx.doi.org/10.1515/niet	S2O	
2191-9259	Nietzscheforschung	https://www.degruyter.com/NIFO	Hybrid OA	2000
2000-0669	Nordic Pulp & Paper Research Journal	https://www.degruyter.com/NPPRJ	Hybrid OA	2000
1612-9520	Neue Zeitschrift für Systematische Theologie und Religionsphilosophie	http://dx.doi.org/10.1515/nzst	Hybrid OA	2000
2196-6877	Orientalistische Literaturzeitung	https://www.degruyter.com/OLZG	Hybrid OA	2000
2366-0481	ORDO	https://www.degruyter.com/ORDO	Hybrid OA	2000
1365-3075	Pure and Applied Chemistry	https://www.degruyter.com/PAC	Hybrid OA	2000

2196-6885	Paragrana	https://www.degruyter.com/PARA	Read only	0
1865-9373	Beiträge zur Geschichte der deutschen Sprache und Literatur	http://dx.doi.org/10.1515/bgsl	Hybrid OA	2000
2195-2965	Preservation, Digital Technology & Culture (PDT&C)	https://www.degruyter.com/PDTC	Hybrid OA	2000
1554-8597	Peace Economics, Peace Science and Public Policy	https://www.degruyter.com/PEPS	Hybrid OA	2000
2698-718X	The Philosophy of Humor Yearbook	https://www.degruyter.com/PHHUMYB	Hybrid OA	tbc
2196-7008	Philologus	https://www.degruyter.com/PHIL	Hybrid OA	2000
1423-0321	Phonetica	https://www.degruyter.com/PHON	Hybrid OA	2000
1868-6338	Yearbook of Phraseology	http://dx.doi.org/10.1515/yop	Hybrid OA	2000
2195-8599	Practical Metallography	https://www.degruyter.com/PM	Hybrid OA	2000
2036-4601	Pólemos	https://www.degruyter.com/POL	Hybrid OA	2000
2191-0340	Journal of Polymer Engineering	http://dx.doi.org/10.1515/polyeng	Hybrid OA	2000
2198-0322	POP	https://www.degruyter.com/POP	Read only	0
1613-4877	Journal of Politeness Research	http://dx.doi.org/10.1515/jplr	Hybrid OA	2000
1613-4079	Probus	http://dx.doi.org/10.1515/prbs	Hybrid OA	2000
2198-0462	Praktische Theologie	https://www.degruyter.com/PRTH	Read only	0
1897-7499	Poznan Studies in Contemporary Linguistics	https://www.degruyter.com/PSICL	Hybrid OA	2000
2365-659X	Physical Sciences Reviews	https://www.degruyter.com/PSR	Hybrid OA	2000
1876-4851	Public Health Forum	https://www.degruyter.com/PUBHEF	Hybrid OA	2000
1468-2516	Perspektiven der Wirtschaftspolitik	https://www.degruyter.com/PWP	Hybrid OA	2000
1613-0804	Praehistorische Zeitschrift	http://dx.doi.org/10.1515/prhz	Hybrid OA	2000
1865-8865	Quellen und Forschungen aus italienischen Archiven und Bibliotheken	http://dx.doi.org/10.1515/qfiab	S2O	
1865-8857	Jahrbuch der Raabe-Gesellschaft	http://dx.doi.org/10.1515/jdrg	Hybrid OA	2000
2193-3405	Radiochimica Acta	https://www.degruyter.com/RACT	Hybrid OA	2000
2751-0476	Rundbrief Fotografie	https://www.degruyter.com/RBF	tbc	tbc
1865-8431	Restaurator. International Journal for the Preservation of Library and Archival Material	http://dx.doi.org/10.1515/rest	Hybrid OA	2000
2191-0235	Reviews in Chemical Engineering	http://dx.doi.org/10.1515/revce	Hybrid OA	2000

2191-0308	Reviews on Environmental Health	http://dx.doi.org/10.1515/reveh	Hybrid OA	2000
2191-0227	Reviews in Inorganic Chemistry	http://dx.doi.org/10.1515/revic	Hybrid OA	2000
2191-0200	Reviews in the Neurosciences	http://dx.doi.org/10.1515/revneuro	Hybrid OA	2000
1865-9160	Rhetorik	http://dx.doi.org/10.1515/rhet	Hybrid OA	2000
2196-5110	Rhizomata	https://www.degruyter.com/RHIZ	Hybrid OA	tbc
1555-5879	Review of Law & Economics	https://www.degruyter.com/RLE	Hybrid OA	2000
1475-3693	Review of Middle East Economics and Finance	https://www.degruyter.com/RMEEF	Hybrid OA	2000
1569-3988	Russian Journal of Numerical Analysis and Mathematical Modelling	http://dx.doi.org/10.1515/rjnamm	Hybrid OA	2000
1446-9022	Review of Network Economics	https://www.degruyter.com/RNE	Hybrid OA	2000
1865-9055	Romanische Bibliographie	http://dx.doi.org/10.1515/romb	Read only	0
2366-035X	Review of Economics	https://www.degruyter.com/ROE	Hybrid OA	2000
1613-0413	Romanistisches Jahrbuch	http://dx.doi.org/10.1515/roma	Hybrid OA	2000
1546-5616	Review of Marketing Science	https://www.degruyter.com/ROMS	Hybrid OA	2000
1569-397X	Random Operators and Stochastic Equations	http://dx.doi.org/10.1515/rose	Hybrid OA	2000
2193-9535	ReiseRecht aktuell	https://www.degruyter.com/RRA	Read only	0
1544-6115	Statistical Applications in Genetics and Molecular Biology	https://www.degruyter.com/SAGMB	Hybrid OA	2000
1869-7577	SATS	http://dx.doi.org/10.1515/sats	Hybrid OA	2000
1948-4690	Statistical Communications in Infectious Diseases	https://www.degruyter.com/SCID	Hybrid OA	2000
1868-9418	Scientia Poetica	http://dx.doi.org/10.1515/spoet	Hybrid OA	2000
1613-3692	Semiotica	http://dx.doi.org/10.1515/semi	Hybrid OA	2000
2199-3386	Studies in Hispanic and Lusophone Linguistics	https://www.degruyter.com/SHLL	Hybrid OA	2000
2473-2613	Studies in Judaism, Humanities, and the Social Sciences	https://www.degruyter.com/SJHSS	Hybrid by Partner	tbc
1877-8879	Scandinavian Journal of Pain	https://www.degruyter.com/SJPAIN	Hybrid OA	2000
2196-7016	Zeitschrift für Slawistik	https://www.degruyter.com/SLAW	Hybrid OA	2000
1558-3708	Studies in Nonlinear Dynamics & Econometrics	https://www.degruyter.com/SNDE	Hybrid OA	2000
2364-9321	Südost-Forschungen	https://www.degruyter.com/SOFO	Read only	0

1865-939X	Sociolinguistica	http://dx.doi.org/10.1515/soci	Hybrid OA	2000
2366-0228	Sozialer Sinn	https://www.degruyter.com/SOSI	Hybrid OA	2000
2366-0473	Soziale Systeme	https://www.degruyter.com/SOSYS	Hybrid OA	2000
2365-8185	Spiritual Care	https://www.degruyter.com/SPIRCARE	Hybrid OA	2000
2151-7509	Statistics, Politics and Policy	https://www.degruyter.com/SPP	Hybrid OA	2000
2196-7024	Soziologische Revue	https://www.degruyter.com/SRSR	S2O	
2196-7040	Statistics & Risk Modeling	https://www.degruyter.com/STRM	Hybrid OA	2000
2196-7148	STUF - Language Typology and Universals	https://www.degruyter.com/STUF	Hybrid OA	2000
2366-1461	Steuer und Wirtschaft - StuW	https://www.degruyter.com/STUW	tbc	0
2366-0465	Sport und Gesellschaft	https://www.degruyter.com/SUG	Hybrid OA	2000
1866-7481	Trends in Classics	http://dx.doi.org/10.1515/tc	Hybrid OA	2000
2196-7113	tm - Technisches Messen	https://www.degruyter.com/TEME	Hybrid OA	2000
1860-7349	Text & Talk	http://dx.doi.org/10.1515/text	Hybrid OA	2000
1565-3404	Theoretical Inquiries in Law	https://www.degruyter.com/TIL	Hybrid OA	2000
2191-0332	International Journal of Turbo & Jet-Engines	http://dx.doi.org/10.1515/tjj	Hybrid OA	2000
1613-4060	Theoretical Linguistics	http://dx.doi.org/10.1515/thli	Hybrid OA	2000
1613-3676	The Linguistic Review	http://dx.doi.org/10.1515/tlir	Hybrid OA	2000
2190-7781	European Tort Law Yearbook	http://dx.doi.org/10.1515/etly	Hybrid OA	2000
2195-8564	Tenside Surfactants Detergents	https://www.degruyter.com/TSD	Hybrid OA	2000
2366-0406	Zeitschrift für Tourismuswissenschaft	https://www.degruyter.com/TW	Hybrid OA	2000
2568-3071	UbG - Die Unternehmensbesteuerung	https://www.degruyter.com/UBG	Read only	0
2194-4180	UmsatzsteuerRundschau	https://www.degruyter.com/UR	Read only	0
2198-0454	Verkündigung und Forschung	https://www.degruyter.com/VF	Read only	0
2196-7121	Vierteljahrshefte für Zeitgeschichte	https://www.degruyter.com/VFZG	Read only	0
1868-7458	Wittgenstein-Studien	http://dx.doi.org/10.1515/wgst	Hybrid OA	2000
2196-6257	Yearbook for European Jewish Literature Studies	https://www.degruyter.com/YEJLS	Hybrid OA	2000
2196-5897	Yearbook for Eastern and Western Philosophy	https://www.degruyter.com/YEWPH	Hybrid OA	2000

1613-1150	Zeitschrift für Assyriologie und Vorderasiatische Archäologie	http://dx.doi.org/10.1515/zava	Hybrid OA	2000
2196-4726	Zeitschrift für Anglistik und Amerikanistik	https://www.degruyter.com/ZAA	Hybrid OA	2000
1612-961X	Zeitschrift für Antikes Christentum / Journal of Ancient Christianity	http://dx.doi.org/10.1515/zach	Hybrid OA	2000
2196-713X	Zeitschrift für Ägyptische Sprache und Altertumskunde	https://www.degruyter.com/ZAES	Hybrid OA	2000
1613-0103	Zeitschrift für die alttestamentliche Wissenschaft	http://dx.doi.org/10.1515/zatw	Hybrid OA	2000
2199-1715	Zeitschrift für Bankrecht und Bankwirtschaft	https://www.degruyter.com/ZBB	Read only	0
1865-889X	Zeitschrift für celtische Philologie	http://dx.doi.org/10.1515/zcph	Hybrid OA	2000
2197-912X	Zeitschrift für Evangelische Ethik	https://www.degruyter.com/ZEE	Read only	0
2366-2042	Zeitschrift für Arbeitsrecht	https://www.degruyter.com/ZFA	Read only	0
2190-0191	Zeitschrift für Angewandte Linguistik	http://dx.doi.org/10.1515/zfal	Hybrid OA	2000
2366-0414	Zeitschrift für das gesamte Genossenschaftswesen	https://www.degruyter.com/ZFGG	Hybrid OA	2000
2197-9111	Zeitschrift für Kulturwissenschaften	https://www.degruyter.com/ZFK	Read only	0
2194-508X	Zeitschrift für Religionswissenschaft	https://www.degruyter.com/ZFR	Hybrid OA	2000
2366-0392	Zeitschrift für Rechtssoziologie	https://www.degruyter.com/ZFRS	Hybrid OA	2000
2366-0325	Zeitschrift für Soziologie	https://www.degruyter.com/ZFSOZ	S2O	
2748-1964	ZFW – Advances in Economic Geography	https://www.degruyter.com/ZFW	S2O	
2366-0317	Zeitschrift für Wirtschaftspolitik	https://www.degruyter.com/ZFWP	Hybrid OA	2000
1613-0626	Zeitschrift für germanistische Linguistik	http://dx.doi.org/10.1515/zfgl	Hybrid OA	2000
1612-7048	Zeitschrift für Unternehmens- und Gesellschaftsrecht	http://dx.doi.org/10.1515/zgre	Read only	0
2569-1619	Zeitschrift für Kunstgeschichte	https://www.degruyter.com/ZKG	Read only	0
2363-6319	Zeitschrift für Kultur- und Kollektivwissenschaft	https://www.degruyter.com/ZKKW	Read only	0
2194-4210	Zeitschrift für Konfliktmanagement	https://www.degruyter.com/ZKM	Read only	0
2701-9276	Journal of Cultural Management and Cultural Policy	https://www.degruyter.com/ZKMM	Read only	0
2196-7105	Zeitschrift für Kristallographie - Crystalline Materials	https://www.degruyter.com/ZKRI	Hybrid OA	2000
1865-7109	Zeitschrift für Naturforschung A	https://www.degruyter.com/ZNA	Hybrid OA	2000
1865-7117	Zeitschrift für Naturforschung B	https://www.degruyter.com/ZNB	Hybrid OA	2000
1865-7125	Zeitschrift für Naturforschung C	https://www.degruyter.com/ZNC	Hybrid OA	2000

1612-9776	Journal for the History of Modern Theology /	http://dx.doi.org/10.1515/znth	Hybrid OA	2000
1613-009X	Zeitschrift für die neutestamentliche Wissenschaft	http://dx.doi.org/10.1515/zntw	Hybrid OA	2000
2196-7156	Zeitschrift für Physikalische Chemie	https://www.degruyter.com/ZPCH	Hybrid OA	2000
2366-7796	Zeitschrift für Pädagogik und Theologie	https://www.degruyter.com/ZPT	Hybrid OA	2000
2304-4861	Zeitschrift der Savigny-Stiftung für Rechtsgeschichte: Germanistische Abteilung	https://www.degruyter.com/ZRGG	Hybrid OA	2000
2304-4896	Zeitschrift der Savigny-Stiftung für Rechtsgeschichte: Kanonistische Abteilung	https://www.degruyter.com/ZRGK	Hybrid OA	2000
2304-4934	Zeitschrift der Savigny-Stiftung für Rechtsgeschichte: Romanistische Abteilung	https://www.degruyter.com/ZRGR	Hybrid OA	2000
1865-9063	Zeitschrift für romanische Philologie	http://dx.doi.org/10.1515/zrph	Hybrid OA	2000
2366-0295	Zeitschrift für Sozialreform	https://www.degruyter.com/ZSR	Hybrid OA	2000
1612-703X	Zeitschrift für die gesamte Strafrechtswissenschaft	http://dx.doi.org/10.1515/zstw	Hybrid OA	2000
2367-2293	Zeitschrift für Unternehmensgeschichte	https://www.degruyter.com/ZUG	Hybrid OA	2000
2199-1723	Zeitschrift für Wettbewerbsrecht	https://www.degruyter.com/ZWER	Read only	0
2511-0896	Zeitschrift für wirtschaftlichen Fabrikbetrieb	https://www.degruyter.com/ZWF	Hybrid OA	2000
2701-1992	WerkstattGeschichte	https://www.degruyter.com/ZWG	Read only	0

Appendix E: Terms of Open Access Publication

1. Definitions

“Eligible Authors” means authors who are affiliated with a Participating Institutions, i.e. who are students enrolled at or accredited to Participating Institutions or who are teaching and research staff employed by or otherwise accredited to the Participating Institutions, whereby in case of articles published by multiple authors only the corresponding author may qualify as an Eligible Author.

“Eligible Articles” means materials eligible for open access publication within the framework of this Agreement. Eligible Articles shall be submitted by Eligible Authors.

“Open Access License” means the Creative Commons license Attribution 4.0 International (CC-BY 4.0) used for the publishing of Eligible Articles. The Creative Commons CC0 license will be assigned to the data accompanying the Eligible Articles.

“Rightslink” means the system hosted by the Copyright Clearance Center which De Gruyter (“Publisher”) uses for the identification and administration of the open access publication. For the avoidance of doubt, De Gruyter always remains primarily responsible towards Licensee for any and all obligations set forth in this Agreement. Copyright Clearance Center’s failure in identifying and/or administering the open access publication will not relieve De Gruyter of its obligations.

2. Identification of Eligible Authors

2.1 De Gruyter will enable the open access publication of Eligible Articles through Rightslink. Eligible Authors shall be identified through at least one of the following parameters: their e-mail domain; persistent identifier, such as Ringgold, ORCID or other recognized identifier.

2.2 Under Rightslink, Eligible Authors shall not be offered the option to publish their Eligible Article under any license other than the Open Access License. Nothing in this Agreement shall be taken to restrict, limit or curtail any provisions of the Open Access License.

2.3 De Gruyter will strive to clearly indicate the availability of an institutional funding agreement to Eligible Authors both within the submission process and on its website. It will make clear that Eligible Authors do not need to pay article processing charges for publishing articles open access.

2.4 If De Gruyter fails to identify authors as Eligible Authors and then publishes their article under a subscription model, De Gruyter shall be responsible to convert the article promptly at no additional cost so that it is published pursuant to the Open Access License.

2.5 If De Gruyter fails to identify authors as Eligible Authors and then charges them with article processing charges for publication of their article (or charge them without discount in the case of a fully open access eJournal), De Gruyter shall refund such paid APC (or an amount corresponding to the discount in the case of a fully open access eJournal) to the author within 30 days.

3. Verification of Articles

3.1 Once an Eligible Author's article has been accepted for publication, De Gruyter shall notify the Licensee by email for verification in the Rightslink system. Through such notification and for verification purpose only, Licensee will get access to all necessary metadata including, but not limited to, name and email address of the author, full name of author's affiliation (e.g. university, institute, department) and other affiliations if there are more than one, submission date, journal title, manuscript ID (if applicable), article title, article type, license type, amount of article processing charges.

3.2 The date that will determine if an article is eligible to the publication terms of this Agreement will be the date on which the article has been accepted for publication by De Gruyter.

4. Article Publication

4.1 Eligible Articles are published online without delay and in the first instance under the Open Access License, with Eligible Authors retaining their copyrights. Eligible Authors only grant De Gruyter the non-exclusive right to publish Eligible Articles under the terms and conditions of the Open Access Licence.

4.2 Affiliation of the Eligible Authors, funders of the research and funder of the open access publication must be stated in the version of record of the articles.

4.3 Upon publication, De Gruyter will use reasonable efforts to provide the Eligible Author by email with a PDF copy of the version of record of the Eligible Article, the article's DOI, the funder name, and a human-readable summary of the Open Access License terms with encouragements to share the article in compliance to it, for example via social medias, blogs and repositories.

4.4 De Gruyter will submit the article and its metadata to relevant third-party repositories.

5. Metadata and Industry Standards

5.1 When provided by the Eligible Author, De Gruyter undertakes to use ORCID (<http://orcid.org/>) throughout the workflow from submission to publication, expose Eligible Authors' ORCID ID in Eligible Articles and distribute it to Abstracting & Indexing (A&I) services, CrossRef and other discovery services.

5.2 Upon publication of an Eligible Article, De Gruyter will register as much metadata as possible on CrossRef, including, but not limited to: (1) the Eligible Article's digital object identifier (DOI), (2) the funding metadata, including funder name and grant number, in the metadata in Funder Registry (on CrossRef), (3) bibliographic citations, (4) funder of the open access publication and (5) the Open Access License.

5.3 De Gruyter is responsible for updated and clear information at the DOAJ and SHERPA/RoMEO websites.

5.4 De Gruyter will comply with the last version of NISO's Recommended Practice on Access and Licensing Indicators (<https://www.niso.org/standards-committees/access-and-license-indicators>), including, but not limited to, guidance regarding free_to_read and license_reference metadata fields and regarding mechanisms for distributing metadata.

6. Editorial Independence

6.1 The parties acknowledges that while the Licensee has financial obligations towards De Gruyter, the Licensee is in no way involved with the editorial process. Nothing herein contained shall oblige De Gruyter to publish any article submitted to De Gruyter by an Eligible Author. Licensee acknowledges that the selection of material to be published by De Gruyter is entirely at the discretion of De Gruyter's editorial policy.

7. Reporting

7.1 De Gruyter will quarterly report, in a machine readable format, all articles from authors affiliated with the Participating Institutions published in eJournals, indicating the journal type (i.e. hybrid, fully open access or subscription based). The reports shall include the following details:

- Name and email address of the author
- Author's affiliation
- Date of acceptance
- Online publication date
- Journal Title
- Article title
- Article type
- DOI and a link to the published article
- CC license type
- Funding organisation (research funder)
- APC cost and date of payment (when applicable)

7.2 De Gruyter will report annually how many eJournals have flipped during the year from/to a subscription model to/from an open access model, including hybrid model.

Reporting will also include details of journals migrated from HOA to S20 (subscribe to open)

7.3 A copy of all reports will be forwarded to CzechELib to email address [REDACTED] [REDACTED] .

10. Workflow enhancement

The parties agree to collaborate to enhance the workflow from submission to publication described herein, as well as invoicing and reporting processes. Any workflow revisions shall tend to meet all relevant parts of the “ESAC Workflow Recommendations for Transformative Agreements” available at <https://esac-initiative.org/about/oa-workflows/>

Table of e-mail domains

Institution (Czech)	Institution (English)	Email domains*
Masarykova univerzita	Masaryk University	muni.cz
Matematický ústav AV ČR, v. v. i.	Institute of Mathematics of the CAS	math.cas.cz
Mendelova univerzita v Brně	Mendel University in Brno	mendelu.cz
Národní technická knihovna	National Library of Technology	techlib.cz
Univerzita Hradec Králové	University of Hradec Králové	uhk.cz
Univerzita Palackého v Olomouci	Palacky University Olomouc	upol.cz
Univerzita Tomáše Bati ve Zlíně	Tomas Bata University in Zlín	utb.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.