

Amendment No. 2 to the Standard License Agreement

(hereinafter referred to as the “**Amendment**”)

Name: **National Library of Technology**, a State Contribution Organization set up by the Ministry of Education, Youth and Sports
Seat: Technická 2710/6, 160 80 Praha 6 - Dejvice
Identification number: 61387142
Represented by: Ing. Martin Svoboda, Director

(hereinafter referred to as the “**Licensee**”)

and

Name: **Albertina icome Praha s.r.o.**
Seat: Štěpánská 16, 110 00 Praha 1
Identification number: 49612158
Other details: Registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 20775
Represented by: Ing. Vladimír Karen, Statutory Representative

(hereinafter referred to as the “**Distributor**”)

(the Licensee and the Distributor hereinafter also jointly the “**Contracting Parties**” and each separately also the “**Contracting Party**”)

1. INTRODUCTORY PROVISIONS

1.1. On 13 February 2023 the Contracting Parties entered into the Standard License Agreement (hereinafter referred to as the “**Agreement**”).

1.2. The Agreement defines conditions of cooperation and rights and duties of the Contracting Parties while providing defined Licensed Materials that are set forth in Appendix A (Licensed Materials) of the Agreement to the Licensee and Participating Institutions listed in Appendix B (Participating Institutions, Potential Participating Institutions & Fees) to the Agreement in Appendix C (IP Addresses of Participating Institutions) to the Agreement and Appendix D (Title List) to the Agreement. The OA publication conditions and workflow is defined in Appendix E: Open Access terms (for any Open Access publishing under the Agreement).

1.1. The Agreement was published in the Register of Contracts on 14 February 2023 with the ID of contract 21835017.

1.2. The Contracting parties wishes to amend the Open Access workflow to reflect the current practice where no approval is required neither from the Licensee nor from the Member Institutions and where eligible authors are recognised solely by the Publisher.

1.3. For all the reasons stated above, the Contracting Parties execute this Amendment.

2. SUBJECT-MATTER OF THE AMENDMENT

2.1. The Contracting Parties have agreed that Appendix E: Open Access terms (for any Open Access publishing under the Agreement) to the Agreement, section Open Access Workflow, Sections 1 and 2 shall be modified and replaced as follows:

Open Access Workflow

1. Workflow: Eligible Corresponding Author identification

- a) During the submission of the article, the submitting author is responsible for correctly identifying the Institutional affiliation of all authors, to identify the corresponding author and to provide institutional email addresses. When entering an institutional affiliation Publisher provides the author with suggested matches during this process. The author is responsible for selecting the appropriate match.
- b) In the event of no match being found, Publisher will attempt to identify an Eligible Corresponding Author using the corresponding author's email address domain.
- c) Publisher will use this match to identify an Eligible Corresponding Author as an Authorised User of the Customer using RinggoldID matches.
- d) The Licensee shall make best effort to assist Publisher in updating the list of applicable Ringgold IDs for Publisher to use in matching. The Licensee shall make best effort to ensure the list of applicable RingGold IDs covers only affiliations where all authors at the affiliation are also teaching and research staff employed by or otherwise accredited to the Licensee as well as students enrolled or accredited to the Licensee.
- e) The Licensee is responsible for providing and updating the list of applicable email domains for Publisher to use in matching.
- f) If a match is made, upon the article entering Publisher's production system, Publisher will use this match to identify the article to Participating Institution. If a match is not made despite correctly provided identification by the author Publisher will change the article to Open Access without additional charge after the Author has signed the OA agreement.
- g) If the author was not identified as eligible due to incomplete, inaccurate or conflicting affiliation data provided by the submitting author, Publisher will not be required to convert the article to Open Access at a later date, but may offer to do so at Publisher's sole discretion.

2. Workflow: Open Access publishing of Eligible Articles (Hybrid)

- a) Upon an Eligible Article (Hybrid) with an Eligible Corresponding Author entering Publisher's production system, all authors will be contacted by the Publisher to inform them of their right to publish the Eligible Article (Hybrid) as Open Access at a reduced APC rate of £200.
- b) Transacting author (who can be any of the Article authors, including the Eligible Corresponding Author) enters the Publisher's open access portal and confirms acceptance of Open Access publishing for the Eligible Article (Hybrid).
- c) Transacting author confirms their identity and the copyright ownership status of the Eligible Article (Hybrid).
- d) Transacting author selects the appropriate CC-BY license under which their Eligible Article (Hybrid) will be published. The list of possible CC licenses must include CC-BY 4.0 license. By default, the transacting author will be offered the CC BY-NC 4.0 license. CC BY 4.0 will be offered when Publisher is aware of a funder mandate that applies. Publisher's open access portal will provide explanatory text alerting author to why license(s) is displayed. Author may contact Publisher OA customer service if another license is required.
- e) Transacting author digitally signs the Open Access license.
- f) If the Transacting author rejects Open Access publishing of the Eligible Article, the Eligible Article will be published in a traditional subscription only format, not as Open Access.
- g) If a Transacting author does not respond to the Publisher offer of Open Access publishing, a reminder will be sent by the Publisher to all authors after 7 days.
- h) If the Transacting author does not digitally sign the Open Access license (section (e) – above) within 14 days, the Eligible Article will be published in a traditional subscription only format, not as Open Access.
- i) Eligible Corresponding Authors who have rejected Open Access publication of their Eligible Article (Hybrid) or who have not signed the Open Access license after 14 days may contact Publisher's open access customer service team to request the offer be resent at any time before article proofs have been issued. Once article proofs have been issued, the Eligible Corresponding Author may request conversion to Open Access from Publisher's open access customer service team and Publisher shall convert the Eligible Article (Hybrid) to an Open Access format, upon payment of a fee of £400 by the transacting author or their nominated bill-payer and upon the transacting author signing the Open Access license.
- j) Unless subject to section (i) above, the Eligible Article will be published as Open Access on payment of the £200 APC.

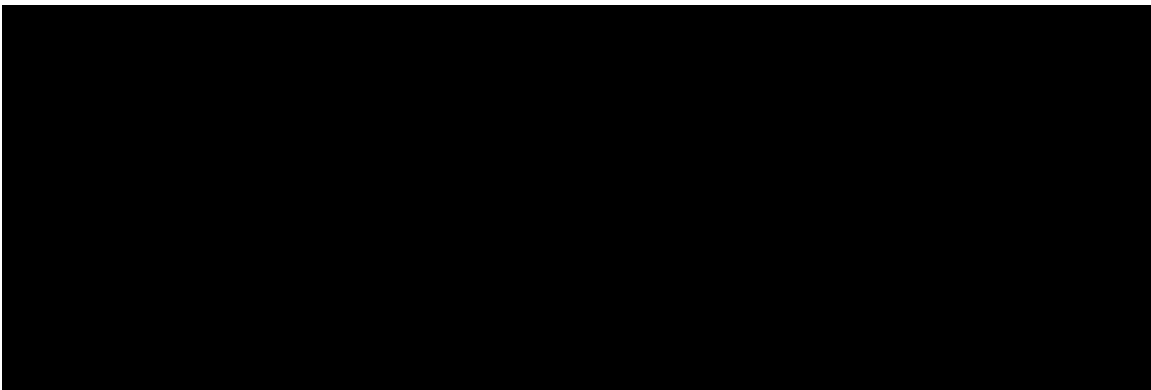
3. FINAL PROVISIONS

3.1 This Amendment shall become valid on the date of signature by both Contracting Parties. The Amendment comes into effect on the date of its publication in the Register of Contracts under the conditions stipulated by Act No. 340/2015 Coll., On the Register of Contracts, as amended. This Amendment will be published by Licensee in the Register of Contracts. The Amendment contains

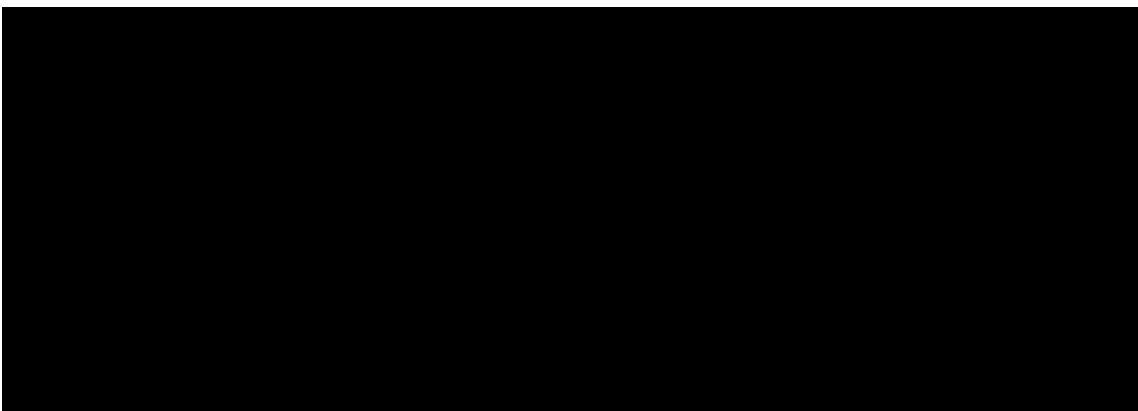
business secrets pursuant to the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, as amended, which will not be disclosed in the Register of Contracts in accordance with Section 3 (1) and (2) letter b) of Act No. 340/2015 Coll. (the fees of the individual Participating Institutions).

- 3.2 All other provisions of the Agreement shall remain unaffected.
- 3.3 The Amendment itself shall be signed by the authorized signatory of the Distributor and the Licensee.
- 3.4 This Amendment is executed in electronic version and each Party receives one electronic counterpart.
- 3.5 The Contracting Parties agree that electronically signed versions of this originally executed Amendment are acceptable in lieu of printed signed copies and are to be given full force and effect under law and each Contracting Party declares that the electronic execution is valid and effective in the jurisdiction the Contracting Party executes the Amendment.

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



Statutory Representative
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