

NTK Ref. No.: NTK/SML/220/2025

NTK File Ref. No.: NTK/3550/2025/4

STANDARD LICENSE AGREEMENT

THE NATIONAL LIBRARY OF TECHNOLOGY

AND

Albertina ICOME PRAHA s.r.o.

This License Agreement ("**Agreement**") is made between

Name: **The 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

(hereinafter referred to as the "**Licensee**")

and

Name: Albertina icome Praha s.r.o.
Seat: Štěpánská 16, 110 00 Praha 1
Identification number: 496 12 158

(hereinafter referred to as the "**Distributor**")

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

The Distributor is acting on behalf of **Association for Computing Machinery (ACM)**, 1601 Broadway, 10th Floor New York, NY 10019-7434 ("**Publisher**" or "**ACM**")

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

- 1.1 **Representation.** The Distributor hereby represents and warrants that it has all the authority, competence and license to grant a license to the Licensed Materials to the Licensee as defined in this Agreement. Where the performance of the Distributor's obligation depends on the activity and/or cooperation of the Publisher, the Distributor shall ensure and is liable for any violation of the rights and/or obligations stipulated herein as a result of the activity or inactivity of the Publisher and this can serve as a reason for termination of this Agreement pursuant to Section 11.
- 1.2 **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.
- 1.3 **Licensed Materials.** The materials that are the subject of this Agreement are set forth in Appendix A ("**Licensed Materials**").
- 1.4 **Grant of License.** The Distributor hereby grants to the Licensee a non-exclusive, non-transferable (except the following sublicenses or other corresponding authorization), system-wide right, limited to the territory of the Czech Republic. The Licensee is entitled to grant the sublicenses or any other corresponding authorization to the Participating Institutions in order to provide the Licensed Materials to the Authorized Users (as defined in Section 4.1 of this Agreement) of the Participating Institutions in accordance with the terms of this Agreement.
- 1.5 **Ownership of Intellectual Property.** Nothing in this Agreement shall be construed, interpreted or understood to transfer of ownership of any copyright, trademarks, service marks or any other intellectual property from the Distributor or its suppliers to the Licensee or the Authorized Users.

2. Delivery & Access

- 2.1 The Distributor 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 Publisher's locations in digital form accessible by telecommunication links between such locations and authorized locations of the Licensee and the Participating Institutions.

3. Fees

- 3.1 **Fees and Payment.** The Licensee shall pay the Distributor a fee for the license concerning the Licensed Materials and Open Access publishing pursuant to the terms set forth in Appendix A based on an invoice issued by the Distributor ("**Fee**"). All Fees are due and payable by the Licensee by May 30 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 Distributor in writing of the intended difference no less than ten (10) days prior to the due date. In such case the Licensee is not in delay with the payment and the Distributor or the Publisher may suspend the publishing of such Participating Institution until the Fee is completely paid.

In the event of non-payment beyond May 30 of each year of the Agreement, the Distributor reserves the right to initially suspend the individual Participating Institution which is in delay with the payment in ACM Open "publishing" activities only until payment has been received. "DL Premium Read" access will continue for an additional 60 days, or until payment is received. If payment is not received within 60 days, "DL Premium Read Access" will also be suspended. In the event of temporary suspension as a result of non-payment, the Distributor will not refund or prorate the fees for the period of suspended access or offer any refunds for any paid APCs by authors during the period of suspended access.

- 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 Distributor shall enter into negotiations with the Licensee to amend this Agreement and to correspondingly renegotiate the Fee.

4. Authorized Use of Licensed Materials

- 4.1 **Authorized Users.** "Authorized Users" are:

- (a) Persons affiliated with the Participating Institutions. Full and part-time employees, faculty, staff, and students of the Participating Institutions, and registered users, on-site or remotely. 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 Distributor. The use of proxy servers by the Licensee or the Participating Institutions is authorized as long as any proxy server IP addresses provided limit remote or off-campus access to the Authorized Users. Authorized IP Addresses are listed in Appendix C. An updated list will be sent to the Distributor on an annual or as-needed basis without the need to amend this Agreement. Alternatively, if the Publisher is utilizing its own and/or third-party system for IP range change notification, then an updated list may be sent via such system instead. The Distributor shall ensure that the Publisher shall use reasonable efforts to cooperate with the Participating Institutions in the implementation of new authentication protocols and procedures (such as Shibboleth) as they are developed during the term of this Agreement. Both the Licensee and the Distributor will provide cooperation to coordinate or facilitate this process but they will not be liable for correct implementation of such authentication protocols and procedures (which remain the full responsibility of the Publisher and the respective Participating Institution).
- (b) Distributor or Publisher - Administered Authentication. Intentionally omitted.
- (c) Personally Identifiable Information (Personal Data) of Authorized Users. The Licensee, the Distributor and the Publisher together and individually acknowledge and agree that the Licensee neither transfers nor provides any personally identifiable information (personal data) of the Authorized Users to the Distributor. Access to the Licensed Materials is primarily granted via IP Addresses pursuant to Section 4.2(a) of this Agreement which prevent any identification of the Authorized User. In case of the Distributor or the Publisher - Administered Authentication pursuant to Section 4.2(b) of this Agreement, the Distributor and the Publisher are required to ensure lawful processing of any personally identifiable information (personal data). This does not preclude the Licensee to hand over the contact details of the Participating Institutions' contact persons or other personal data where the Licensee has a valid legal basis therefor.

- 4.3 **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**"). Use of content within the Licensed Materials that is made available under a Creative Commons or other open license shall be governed by the provisions of that license. 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) **Print Copy.** The Participating Institutions and the Authorized Users may print a reasonable portion of the Licensed Materials.
 - (d) **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. The Publisher acknowledges services but has no bearing or influence, and receives no compensation for these printing services.
 - (e) **Archival/Backup Copy.** Intentionally omitted.
 - (f) **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 a reasonable portion of the Licensed Materials in order to ensure proper operation and use of such internet browser or for proper functioning of such software. For the avoidance of doubt, the cached copy is not a derivative work.
 - (g) **Classroom Use.** The Participating Institutions and the Authorized Users may distribute single copies of individual articles or items of the Licensed Materials in print or electronic form to the Authorized Users. For the avoidance of doubt, classroom handouts shall include the distribution of a copy for teaching purposes to all individual Authorized Users in a class at Authorized Sites (Appendix B).
 - (h) **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 of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
 - (i) **Course Packs (Print and Electronic).** The Participating Institutions and the Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of a packet of the materials used in the classroom ("**Course Packs**") or other educational materials.

- (j) Course Reserves (Print and Electronic). The Participating Institutions and the Authorized Users may use a reasonable portion of the Licensed Materials in connection with specific courses of instruction offered by the Participating Institutions.
- (k) 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.
- (l) 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 Distributor and/or the Publisher.
- (m) Text and Data Mining. For the avoidance of doubt, the Distributor as well as the Publisher acknowledge and agree that the rights and authorizations under this Section may not be excluded or limited pursuant to Article 7(1) of Directive (EU) 2019/790 of the European Parliament and of the Council of 17 April 2019 on copyright and related rights in the Digital Single Market and amending Directives 96/9/EC and 2001/29/EC, and that such rights and authorizations are in addition to, and not in lieu of, the rights and authorizations provided to the Authorized Users under statutory provisions governing the scope of such authorizations (i.e. text and data mining).

Computational Access. Authorized Users may use the Licensed Materials to perform and engage in text and/or data mining activities for academic research, scholarship, and other educational purposes and may utilize and share the results of text and/or data mining ("TDM output") with research collaborators, and in their scholarly work and make the results available for use by others, so long as the purpose is not to create a product for use by third parties that would substitute for the Licensed Materials. Authorized users may include TDM Output as part of original works of scholarship, e.g. articles that describe, analyze, and interpret research, presentations at academic conferences, and inclusion in an academic thesis.

The Publisher will cooperate with Licensee and Authorized Users as reasonably necessary in making the Licensed Materials available in a manner and form most useful to the Authorized Users for computational access. The Publisher shall provide this access without any additional fees. The Licensee and Authorized Users shall be able to conduct TDM by an API provided by The Publisher or a mutually agreed third-party provider.

In all cases where Licensed Materials offers both HTML/XML and PDF versions of the Licensed Materials, both versions shall be accessible for TDM.

The Licensed Materials provided for TDM shall be provided in such a manner as to be useful to Authorized Users. For example, there will be no rate or volume limits placed on TDM by the Publisher unless there has been evidence of disruption of Publisher's normal services, and any such limits shall be communicated to the Licensee in advance of taking effect.

Uses of TDM Output: It is mutually understood that Licensed Materials and "TDM Output" (the result of any Text and Data Mining activity or operation, capable of fixation, reproduction and/or communication in any form) provided or generated under this Agreement may be retained by Authorized Users throughout the full lifecycle of the TDM project, including for publication, and as necessary for replication and validation of research results.

For technical support regarding TDM access, Authorized Users may contact [REDACTED] to exercise their TDM rights under this Agreement, and access to the Licensed Materials for TDM purposes shall be provided automatically in accordance with Sections 4.3(m) and related provisions of this Agreement.

- (n) 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 Distributor agrees and ensures that the Publisher will agree that the electronic form of the Licensed Materials may be used as a source for the ILL whereby articles and/or chapters can be printed and these print copies can be delivered via postal mail, fax, or fax-based service to fulfill ILL requests from an academic, research or other non-commercial library. Requests received from for-profit companies will not be honored. An ILL through secure electronic transmission, as demonstrated by the ARIEL, is permitted. For the avoidance of doubt, such secure electronic transmission could also be fulfilled by any system which satisfies all of the following features: 1) ensures that requesting user (researcher/scholar) is affiliated to eligible institution; 2) enables limiting number of items requested per each journal title over a given period; 3) enables limiting number of requests fulfilled by the delivering library over a given period; 4) before getting access to the delivered pdf file, the requesting scholar (who is fully identifiable) must provably declare his/her full compliance with publisher's intellectual property rights. Limitations imposed in points 1), 2) and 3) of this paragraph could be mutually agreed between Distributor, Publisher and Licensee. Files transmitted in this manner must carry copyright notices and comply with the applicable law.
- (i) As of January 1, 2026, ACM has fully transitioned to an Open Access model, all Interlibrary loan access for ACM published materials will be available through ACM Digital Library Basic, the publicly available option of the Digital

Library. ACM does not hold the rights to hosted content, and hosted content is not included in ILL.

- (o) **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.** Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be interpreted to diminish the rights and privileges of the Licensee or Authorized Users with respect to any of the Licensed Materials, including exceptions or limitations to the exclusive rights of copyright owners. Use of content within the Licensed Materials that is made available under a Creative Commons or other open license shall be governed by the provisions of that license.

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 ACM and rights granted to all ACM authors in Section 2.5 of ACM's Copyright Policy, see <https://www.acm.org/publications/policies/copyright-policy>, the following rights will be retained by Affiliated Corresponding Authors:

All Affiliated Corresponding Authors whose work ("Content") is accepted for publication within the Licensed Materials on an open access basis shall retain the non-exclusive, irrevocable, royalty-free right to use their Content for scholarly and educational purposes, including self-archiving or depositing the Published Version of Record (VoR) of the Content in institutional, subject-based, national or other repositories or archives (including the author's own web pages or departmental servers), in non-commercial repositories and to comply with all grant or institutional requirements associated with the Content.

For the avoidance of doubt, it is the intent of the Parties to this Agreement that Affiliated Corresponding Authors are beneficiaries of this provision of this Agreement.

Notwithstanding any terms or conditions to the contrary in any author agreement between authors and the Distributor or the Publisher, 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 Publisher ("**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 the 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 the 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, the Distributor and the Publisher shall cooperate in the implementation of procedures for the Distributor or Publisher 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 the 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 Publisher.

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, non-commercial 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.**

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 neither modify nor manipulate the Licensed Materials without the prior written permission of the Publisher.
- 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 Distributor or the Publisher. In the event the Distributor or Publisher becomes aware of unauthorized use of the Licensed Materials, the Distributor shall, or shall ensure that the Publisher will, without undue delay notify the Licensee and the respective Participating Institution in writing.
- 6.2 In the case of unauthorized use, the Publisher may temporarily suspend such offending individual Authorized User's access to the Licensed Materials (e.g. by blocking an individual Authorized user's IP address and email addresses), provided that the Distributor without significant delay notifies, or shall ensure that the Publisher 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.

7. Performance Obligations

- 7.1 The Distributor will use reasonable efforts to ensure that it's or the Publisher's performance will meet or exceed industry standards and practices. Additionally, the Distributor agrees to the following performance standards set out in this Section 7.
- 7.2 The Distributor shall acquaint the Publisher with the content of this Agreement. The Distributor shall ensure that all Distributor's obligations under this Agreement will be fulfilled and that the Publisher will not prevent such fulfillment. The Distributor may under no circumstances exclude or limit its liability due to any lack of cooperation from the Publisher. The Distributor shall ensure that the Publisher will provide its cooperation in duly and timely manner so all obligations stipulated herein may be orderly fulfilled.
- 7.3 **Availability of the Licensed Materials.** Upon the Effective Date (as specified in Section 9.1 of this Agreement), the Distributor shall ensure that the Licensed Materials become available to the Participating Institutions and the Authorized Users.

Should the Effective Date of this Agreement occur after 1 January 2026, Distributor shall ensure that the Publisher will make, or has already made, the Licensed Materials available to the Licensee, the Participating Institutions and Authorized Users in the full scope of the license stipulated herein already as of 1 January 2026 due to the necessity of access to the Licensed Material as of 1 January 2026, 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 Distributor's obligation to ensure that the Licensed Materials become available before this Agreement takes effect shall be considered entirely as a performance according to and in compliance with this Agreement.

- 7.4 **Discovery of the Licensed Materials.** The Distributor shall make reasonable effort to ensure that the Publisher will make the Licensed Materials available through the Licensee's and/or the Participating Institutions' user interface and search systems for discovering and displaying content from local, database and web-based sources ("**Discovery Service System**") for indexing and discovery purposes. The Distributor shall make reasonable effort on its own or to ensure the Publisher provides the Licensee's and/or the Participating Institutions' discovery service vendors on an ongoing basis the citation and complete descriptive metadata (including all subject headings, abstracts, and keywords) and full-text content necessary to facilitate optimal discovery and accessibility of the content for the benefit of the Participating Institutions and the Authorized Users.
- 7.5 **Persistent Linking.** The Distributor shall make reasonable effort to ensure the Publisher will comply with the most current version of the OpenURL standard (ANSI/NISA Z39.88 or any that replaces it during the term of this Agreement) and to provide a mechanism for persistent links to content.

- 7.6 **Online Terms and Conditions.** All Authorized users using the ACM Digital Library are subject to the complete list of ACM Publications Policies, which are updated from time to time at <https://www.acm.org/publications/policies/toc>. In no event shall such terms materially differ from the provisions of this Agreement. In the event of any conflict between such terms and this Agreement, the terms of this Agreement shall prevail. Such ACM Publications Policies shall only apply to the Authorized Users who agreed to the respective ACM Publications Policies. Violation of these ACM Publications Policies by the Authorized Users will not be considered as breach of this Agreement but merely and exclusively as breach of these ACM Publications Policies.
- 7.7 **Documentation.** If available, the Distributor will provide or shall ensure that the Publisher will provide, complete and up-to-date help and operational documentation to the Licensee, the Participating Institutions and the Authorized Users in an electronic format. Such documentation may be provided by means of the Distributor's and/or Publisher's online system and/or system for administrators.
- 7.8 **Support.** The Distributor shall ensure that the Distributor or Publisher will provide activation and installation support, including assisting the Licensee, Participating Institutions and Authorized Users with the implementation of any Publisher software. The Distributor will offer reasonable levels of continuing support to assist the Licensee, Participating Institutions and Authorized Users in the use of the Licensed Materials. The Distributor shall ensure that the Distributor or Publisher will make its personnel available by email [REDACTED] and/or phone [REDACTED] during cross section of the Publisher's and the Licensee's and/or the Participating Institutions' regular business hours, Monday through Friday, for feedback, problem-solving, or general questions, and they will respond in a timely manner. If there is a change in a contact for support, either the Distributor or the Publisher will notify the Licensee and the Participating Institutions of such change. The change is effective by the delivery of the notice to the Licensee and the Participating Institutions.
- 7.9 **Training.** The Distributor shall ensure that the Distributor or Publisher will, upon agreement and in a reasonable quantity, provide to the Licensee, the Participating Institutions and the Authorized Users appropriate on-site or online training related to the use of the Licensed Materials and any Publisher software. The Distributor shall also ensure that the Distributor or the Publisher will provide additional training to the Licensee and the Participating Institutions staff if made necessary by any updates or modifications to the Licensed Materials or any of the Publisher's software.
- 7.10 **Updates.** The Distributor shall ensure that the Publisher will provide and implement regular system and project updates to the Licensee and the Participating Institutions as they become available. No additional fee shall be charged for updates.
- 7.11 **Quality of Service.** The Distributor shall ensure that the Publisher will use reasonable efforts to ensure that the Publisher's server or servers have sufficient capacity and rate of connectivity to provide the 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

Distributor shall ensure that the Publisher will 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. The Distributor shall ensure that the Publisher may schedule brief unavailability periods, provided (a) that the Publisher will use commercially reasonable effort to give at least forty-eight (48) hours' prior notice to the Licensee.

7.12 **Problems with Licensed Materials.** If the Licensed Materials fail to operate, display, load, or render in conformance with the terms of this Agreement, the Licensee or the Participating Institution shall immediately notify the Distributor or the Publisher in writing, and the Distributor shall ensure that the Publisher will promptly use best efforts to restore access to the Licensed Materials as soon as possible. In the event that the non-conformity substantially impairs the Participating Institutions' or the Authorized Users' ability to access or use the Licensed Materials for their intended academic and research purposes, and the Publisher fails to remedy the non-conformity within five (5) business days, the Distributor shall reimburse the Licensee for such problems in an amount that is proportional to the Fee.

7.13 **Transfer or Acquisition of Titles.** If any portion of the Licensed Materials is transferred to or acquired from another party, the Distributor shall ensure that the Publisher will use reasonable efforts so the Participating Institutions will not lose access to the Licensed Materials or any rights under this Agreement as a result of the transfer or acquisition. Any archival and perpetual access rights that have been granted shall be retained, whether the Publisher is acting as the transferring or acquiring party. If the Publisher is transferring any portion of the Licensed Materials to another party, the Distributor shall ensure that the Publisher will use reasonable efforts to assign all rights and obligations under this Agreement to the assignee. If the Publisher is acquiring content that will become subject to this Agreement, the Distributor shall ensure that the Publisher will use reasonable efforts to acquire the rights necessary for its performance under this Agreement, including but not limited to perpetual access rights. The Distributor shall ensure that the Publisher will provide the relevant party with all the relevant payment and rights information. For journal titles, the Distributor shall use reasonable efforts to ensure that the Publisher will comply with the NISO Transfer Code of Practice.¹

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

7.15 Intentionally omitted.

7.16 Intentionally omitted.

7.17 **Notification of Modifications of Licensed Materials.** From time to time, the Publisher may add, change, or modify portions of the Licensed Materials, or migrate

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

the Licensed Materials to other formats. When such changes, modifications, or migrations occur, the Distributor shall use reasonable efforts to ensure that the Publisher will give prior written notice and/or make new title lists available electronically via the Digital library, of any such changes to the Licensee and the Participating Institutions as soon as is practicable. Such a notice may also be given directly by the Publisher to the Licensee. 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.

- 7.18 **Withdrawal of Licensed Materials.** The Publisher reserves the right to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. The Distributor shall use reasonable efforts to ensure that the Publisher will 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. Such a notice may also be given directly by the Publisher to the Licensee.
- 7.19 If any such withdrawal affects more than ten per cent (10%) of the Licensed Materials while new material of proportionate amount and quality is not added, both Parties will in good faith renegotiate the Fees.
- 7.20 **Itemized Holdings/Title List.** Prior to the beginning of every calendar year, the Distributor or the Publisher will provide the Licensee with the current itemized holdings report that will specify the titles included in the Licensed Materials for the next Subscription Period (as specified in Section 9.3 of this Agreement). The Distributor shall ensure that the Publisher will use reasonable efforts to update itemized holdings reports as soon as is practicable when the holdings information changes, and will provide this information in a timely manner to the Licensee on request. This information may also be provided by means of a Publisher's website. If the Licensed Materials include content covered by the NISO Knowledge Bases And Related Tools (KBART) Recommended Practice,² the Distributor or the Publisher will use reasonable efforts to provide itemized holdings lists for the Licensed Materials in a KBART-compliant format, including a column/field for dates (YYYY-MM) of additions.
- 7.21 **Usage Statistics.** The Distributor shall use reasonable efforts to ensure that the Publisher will provide access to both composite system-wide use data and itemized data to 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 Distributor shall use reasonable

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

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

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

7.22 Neither the Distributor nor the Publisher shall provide the Licensee's usage statistics in any form to any third party without the Licensee's prior written consent, unless the third party owns rights in the Licensed Materials; in such case the Distributor shall ensure that the usage statistics will not be provided to any other third party. The Distributor shall not provide and shall ensure that the Publisher will also not provide usage statistics of any Participating Institution in any form to any third party (with the exception of the Licensee) without the Participating Institution's prior written consent, unless the third party owns rights in the Licensed Materials. In all cases, the disclosure of such data shall fully protect the anonymity of individual users and the confidentiality of their searches, and will comply with all applicable privacy legislation. Neither the Distributor nor the Publisher shall disclose or sell to any third party usage data or information about the Licensee, any Participating Institution or the Authorized Users without the Licensee's and/or the relevant Participating Institution's prior written consent or unless specifically required by law.

7.23 **Confidentiality of Personally Identifiable Information (Personal Data).** The Distributor agrees and is obliged to ensure that the Publisher ensures that no personally identifiable information (personal data), including but not limited to log-ins recorded in system logs, IP addresses of patrons accessing the system, saved searches, any identification data, usernames and passwords, will be shared with third parties, except in cases required or allowed by the applicable law, particularly by the Data Protection Law (as specified in Section 16.1 of this Agreement). If the Distributor or the Publisher is compelled by law or court order to disclose personally identifiable information (personal data) of the Authorized Users or patterns of use, the Distributor shall provide the Licensee with adequate prior written notice as soon as is practicable, so that the Licensee, the Participating Institution or the Authorized Users may seek protective orders or other remedies. The Distributor or the Publisher will notify the Licensee and Authorized Users as soon as is practicable if the Distributor's or Publisher's systems are breached and the confidentiality of personally identifiable information (personal data) is compromised.

7.24 **Notice of the Use of Digital Rights Management Technology.** In the event that the Distributor or the Publisher utilizes or implements any type of digital rights management ("**DRM**") technology to control the access to or usage of the Licensed Materials, the Distributor will provide or shall ensure that the Publisher will provide the Licensee with a description of the technical specifications of the DRM and how it impacts access to or usage of the Licensed Materials. In no event may such DRM technology be used in a way that would limit the usage rights of the Participating 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

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

terminate this Agreement for breach pursuant to Section 11 of this Agreement.

- 7.25 **Use of Digital Watermarking Technology.** In the event that either the Distributor or the Publisher utilizes any type of watermarking technology for any element of the Licensed Materials, the Distributor shall use reasonable efforts to ensure that the Publisher agrees that the watermarks may not reduce the readability of the content or degrade image quality. Such watermarks shall not contain user-related information, including but not limited to an account number, IP address, and usernames. If digital watermarking technology is implemented, the Distributor will notify or shall ensure that the Publisher will notify the Licensee at least thirty (30) days in advance of such implementation, and provide the technical specifications for the watermarking technology used. If the use of the watermarking technology renders the Licensed Materials substantially less useful to the Licensee, the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement.
- 7.26 **Interoperability with Prevailing Web Browsers.** The Distributor shall ensure that the Publisher will use reasonable efforts to ensure that the Licensed Materials are accessible and interoperable with prevailing web browsers and internet access tools, including, at a minimum, the most recent two major versions (current version and one version prior) and all the associated releases for those versions.
- 7.27 **Branding.** If reasonably possible, the Distributor will make reasonable efforts to ensure that the Publisher will allow the Licensee and the Participating Institutions to brand the Publisher's platform with the name of the Licensee and/or the Participating Institutions Sites' at the Licensee's or the Participating Institutions' own discretion.
- 7.28 **MARC Records.** When applicable to the Licensed Materials, at the Licensee's request, the Distributor shall provide or shall ensure that the Publisher will provide full OCLC-quality batched sets of MARC records incorporating Licensee specifications at no additional cost by the date of the execution of this Agreement. Updates to existing records and new title records, matching the schedule of release and delivery of new publications, will be provided on a mutually agreed-upon schedule and in a format that renders them useful to the Licensee and/or the Participating Institutions. Such records may be provided by means of the Publisher's online service.
- 7.29 **Open Access Option.** Open Access terms are defined in Appendix E.
- 7.30 The Distributor recognizes and acknowledges that changes in statutory regulations may impact the terms and conditions of this Agreement. In the event of any obligatory statutory changes that affect the rights or obligations hereunder, the Distributor agrees to renegotiate the terms of this Agreement to the necessary extent to ensure compliance with such statutory changes. If the Distributor is unable to comply with such statutory changes and the Parties cannot reach agreement on modified terms within 90 days of notification of such statutory regulation change, either Party may terminate this Agreement with 90 days' notice. In such case, the Licensee shall be entitled to a pro rata refund of the Fee for the unused portion of the Subscription Period.

8. Licensee Performance Obligations

- 8.1 **License Terms Notification.** The Licensee shall secure that the Participating Institutions will use reasonable efforts to provide the Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement.
- 8.2 **Protection from Unauthorized Use.** The Licensee shall secure that the Participating Institutions will use reasonable efforts to restrict access to the Licensed Materials to the Authorized Users in the case of their unauthorized use of the Licensed Materials.
- 8.3 **Maintaining Confidentiality of Access Passwords.** Where access to the Licensed Materials is to be controlled by the use of passwords, the Licensee shall secure that the Participating Institutions will use reasonable efforts to inform the Authorized Users that they should not divulge their numbers and passwords to any third party. The Licensee shall secure that the Participating Institutions will also use reasonable efforts to maintain the confidentiality of any institutional passwords provided by the Distributor or the Publisher.
- 8.4 The Licensee shall use all reasonable efforts to ensure that the Participating Institutions will comply with the terms of this Agreement and will use the Licensed Materials in accordance with the license terms set out in this Agreement and will observe proper fulfilment of the requirements set out in this Agreement. The Licensee shall use all reasonable efforts to ensure that the Participating Institutions will ensure that the Authorized Users only use the Licensed Materials in accordance with the license terms set out in this Agreement.

9. Term

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

10. Renewal

Intentionally left blank

11. Early Termination

- 11.1 **Early Termination or Renegotiation for Financial Hardship.** The Licensee may terminate or partially terminate this Agreement for the 2028 subscription year, even partially with respect to particular Participating Institutions, without penalty if content acquisition funds are withdrawn or substantially reduced by 10% or more or the relevant Participating Institution lack 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 provide official documentation confirming the loss of funding and notify the Distributor of the intent to terminate this Agreement in its entirety or partially this Agreement at least thirty (30) days before the end of the respective Subscription Year (i.e. - before December 1, 2027). This Agreement shall terminate in the selected extent on the last day of the respective Subscription Year 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. The Licensee may also terminate this Agreement, even partially with respect to a particular Participating Institution or Participating Institutions, with a notice period of 30 days from the date such termination is delivered to the Distributor in case tariffs on services higher than 10% are introduced. Such termination shall be commensurate with the reduction in budget and is without penalty or expense to the Licensee of any kind whatsoever except as to the portions of payments herein agreed for which funds shall have been appropriated, 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 Distributor has the right to terminate this Agreement only partially with respect to this or these Participating Institutions. Termination of this Agreement is effective immediately by the date of delivery of such a notice. The obligation of the Parties to also remedy any other breach shall not be affected by this provision.
- 11.3 **Termination of Access.** Upon termination of this Agreement, the Distributor or the Publisher may terminate access to the Licensed Materials by the Licensee, the Participating Institutions and the Authorized Users (in case of a partial termination of this Agreement only with respect to the particular Participating Institution and their Authorized Users), subject to Section 12 of this Agreement. In addition, authorized copies of the Licensed Materials made by the Authorized Users may be retained for

educational purposes and used subject to the terms of this Agreement even after the termination of this Agreement.

11.4 Termination due to Failure to Comply.

In the event of termination due to the Licensee's failure to comply with the Agreement that is not remedied in a grace period, financial obligations under this Agreement shall survive the termination of this Agreement through the end of the calendar year currently in force only, and Distributor shall ensure that the Publisher will honor the open access terms for Affiliated Corresponding Authors whose articles are accepted for publication through the end of that calendar year. The Licensee will not be entitled to any refund or prorated portion of the current year's Licensing Fees. If the Agreement is terminated due to the Publisher/ Distributor's failure to comply with the Agreement that is not remedied in a grace period, the Agreement will be terminated and a pro rata refund based upon the Read portion of the Agreement will be calculated and refunded to the Licensee and Distributor shall ensure that the Publisher will honor the open access terms for Affiliated Corresponding Authors whose articles are accepted for publication through the end of that calendar year.

11.5 Termination for closure/merger of Participating Institution. In the event that any Participating Institution undergoes a merger, dissolution, division, spin-off or other corporate transformation during the term of this Agreement, the Licensee shall be entitled to terminate the Agreement for such Participating Institution. In the event the Licensee has already paid the Fee, the termination of this Agreement for such Participating Institution shall become effective at the end of the current Subscription Period in which the notification on termination has been delivered to the Distributor (i.e., on the last day of the respective calendar year). No refund of the Fee shall be due from the Distributor for the respective Subscription Period. In the event the Fee has not yet been paid by the Licensee, a revised Fee will be re-negotiated in good faith between the Parties for the remainder of the current Subscription Period reflecting the closure/merger of the Participating Institution and potential change in the number of the Authorized Users as a result of such merger, dissolution, division, spin-off or other corporate transformation. Both parties acknowledge that pricing is determined in accordance with the ACM Open Tiering model, based on the combined institution's average three-year publication data.

11.6 Termination in the event of dissolution of a Participating Institution without a legal successor. In the event that any Participating Institution is dissolved without a legal successor during the term of this Agreement, this Agreement shall automatically terminate with respect to that Participating Institution on the date of such dissolution. The Licensee shall notify the Distributor of this fact of dissolution of the Participating Institution. In the event the Licensee has already paid the full amount of the Fee in the respective Subscription Period, no refund shall be due from the Distributor for such Subscription Period. In the event the Fee has not yet been paid by the Licensee, a revised Fee will be re-negotiated in good faith between the Parties for the remainder of the current Subscription Period, reflecting the dissolution of the Participating Institution.

12. Perpetual Rights

- 12.1 **Perpetual License.** Notwithstanding anything else in this Agreement, the Distributor grants or shall ensure that the Publisher will provide the Licensee and the Participating Institutions with access to the full text of the ACM published content only by engaging the services of third-party trusted archives (such as Portico) and/or participating in collaborative archiving endeavors to exercise its perpetual use rights, i.e. to access all content in the ACM Digital Library published during the term of this Agreement as well as all ACM DL and other ACM content subscribed to by the Licensee in previous Agreements. All Post- Cancellation access will be available through ACM Digital Library Basic, the publicly available option of the Digital Library. 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.
- 12.2 **Archival Copy.** Intentionally omitted.
- 12.3 In the event the Distributor or Publisher discontinues or suspends selling or licensing the Licensed Materials, the Licensee, Participating Institutions and Authorized Users may use such archived Licensed Materials under the same terms as defined by this Agreement. If the Licensee has a backup copy of the Licensed Materials, the backup copy may be used as an archival copy. Access will also be available through ACM Digital Library Basic, the publicly available option of the Digital Library.
- 12.4 **Third-Party Archiving Services.** The Distributor and the Licensee acknowledge, and the Distributor shall ensure that the Publisher will also acknowledge, that either Party may engage the services of third-party trusted archives and/or participate in collaborative archiving endeavors to exercise the Licensee's rights under this Section of this Agreement. The Distributor agrees to cooperate and ensure that the Publisher will also cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Materials available for archiving purposes. The Participating Institutions may perpetually use a third-party trusted system or collaborative archive to access or store the Licensed Materials, so long as the Participating Institutions' use is compliant with the terms of this Agreement. The third-party archiving partner must be mutually agreed upon by the Publisher and the Licensee.
- 12.5 In the event the Distributor or Publisher discontinues or changes the terms of their participation in a third-party archiving service, they shall notify the Licensee in advance, and shall in good faith seek to establish alternative arrangements for trusted archiving and perpetual access to the Licensed Materials.

13. Warranties

- 13.1 The Distributor represents and warrants that it has, together with the Publisher, all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee that could further authorize the Participating Institutions and their Authorized Users to use the Licensed Materials for the purposes and terms set out in this Agreement, and that the use of the Licensed Materials in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party. The Distributor represents and warrants that it is authorized together with the Publisher to fulfill any and all of its obligations set out in this Agreement and that its contractual or other relationship with the Publisher allows it to fulfill these obligations.
- 13.2 Intentionally omitted.
- 13.3 **Accessibility Requirements.** The Distributor represents and warrants that the Licensed Materials comply with the Distributor's and the Publisher's country of origin laws and regulations and conform to the international accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.1 at level AA⁵. The Distributor shall also promptly respond to and resolve any complaint regarding accessibility of the Licensed Materials and ensure that necessary measures are taken by the Publisher, if necessary. Please see the current ACM Accessibility Statement: <https://dl.acm.org/about/accessibility>. The Distributor recognizes and acknowledges that a Directive "European Accessibility Act" is going to be transposed by the Member States of the European Union into their national legal systems. The Distributor therefore agrees to make reasonable effort that Publisher shall comply with this law, once the provisions of this Directive become effective. This shall also apply in case of any other obligatory statutory changes.

14. Limitations on Warranties

- 14.1 Notwithstanding anything else in this Agreement, neither Party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, that arises from the use of the Licensed Materials, or the incompetence of the Authorized Users to properly use the Licensed Materials.
- 14.2 The Distributor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any of the Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.
- 14.3 Except for the express warranties stated elsewhere in this Agreement, the Distributor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof,

⁵ <http://www.w3.org/WAI/guid-tech.html>

including, without limitation, any and all implied warranties of quality, performance, merchantability, or fitness for a particular purpose.

15. Indemnities

- 15.1 The Distributor shall indemnify and hold harmless the Licensee, the Participating Institutions and Authorized Users 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.
- 15.2 The Licensee shall indemnify and hold harmless the Distributor and the Publisher for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from any third party claim related to an Authorized User's use of the Licensed Materials. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This Section shall survive the termination of this Agreement.

16. Data Protection

- 16.1 For the purpose of this Agreement, **Data Protection Law** shall mean the General Data Protection Regulation (EU) 2016/679 (the "Regulation") and the European Privacy and Electronic Communications Directive (Directive 2002/58/EC), as amended or replaced from time to time, and the terms "personal data", "processing", "processor", "controller", "personal data breach", "data subject" and "supervisory authority" shall all have the meanings ascribed to them under the applicable Data Protection Law.
- 16.2 Without any prejudice to Section 4.2(c) of this Agreement, if any personal data is processed under this Agreement by either Party or by the Publisher, the Parties agree that each Party, including the Publisher, shall act as a data controller for the purposes of Data Protection Law, unless such arrangement would be contrary to the Data Protection Law. Each Party, including the Publisher, shall (i) only process personal data in compliance with, and shall not cause itself or the other Party or the Publisher to be in breach of Data Protection Law and (ii) act reasonably in providing such information and assistance as the other Party may reasonably request to enable it to comply with its obligations under Data Protection Law.
- 16.3 Each Party will notify the other Party or the Publisher without undue delay if it becomes aware of a personal data breach relating to the processing of personal data in connection with this Agreement and shall act reasonably in co-operating with the

other Party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the personal data breach.

16.4 If either Party receives any communication from any supervisory authority relating to the processing or personal data in connection with this Agreement, it shall (i) provide the other Party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other Party in respect of any response to the same.

17. Assignment and Transfer

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

18. Governing Law

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

19. Dispute Resolution & Venue

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

19.2 If the dispute is not resolved within thirty (30) days of the meeting among the Parties' executives, either Party may pursue legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in a state court of competent jurisdiction, situated in Prague, Czech Republic. During such court action, the Parties shall continue to perform their respective obligations

under this Agreement 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 7.6 of this Agreement shall not modify the terms of this Agreement.

22. Amendment

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

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

23. Severability

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

24. Waiver of Contractual Right

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

25. Notices

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

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

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


25.4 If to the Distributor:

- Distributor: Albertina icode Praha s.r.o.
- Address of Distributor: Štěpánská 16
- City of Distributor: Praha 1
- Country of Distributor: Czech Republic
- Postal Code of Distributor: 110 00
- E-mail: [REDACTED]

25.5 If to the Licensee:

- Licensing contact:
- Address of Licensee: Head of Licensing Unit

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

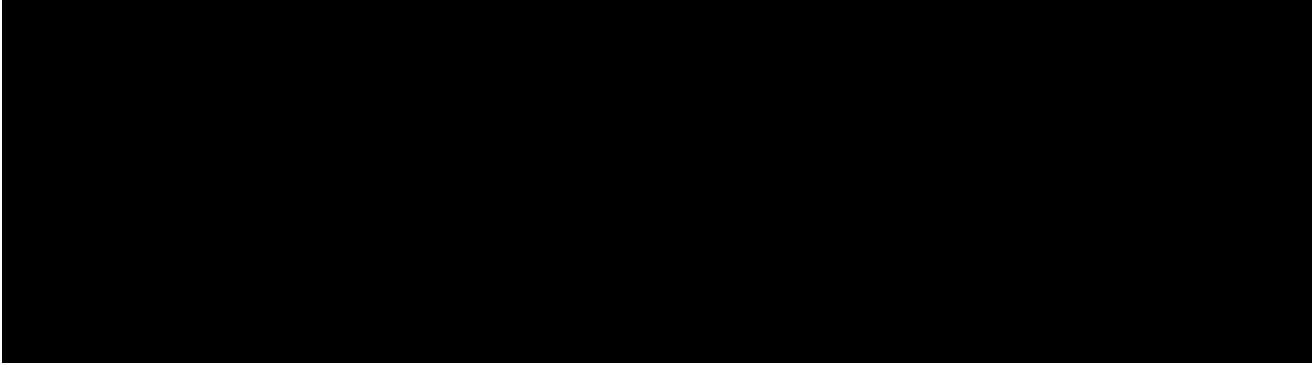
- E-mail: 


26. Execution

- 26.1 This Agreement itself shall be signed by the authorized signatory of the Distributor and the Licensee.
- 26.2 This Agreement is executed in electronic version and each Party receives one electronic counterpart.
- 26.3 The Parties agree that electronically signed versions of this originally executed Agreement are acceptable in lieu of printed signed copies and are to be given full force and effect under the law and each Party declares that the electronic execution is valid and effective in the jurisdiction the Party executes this Agreement.

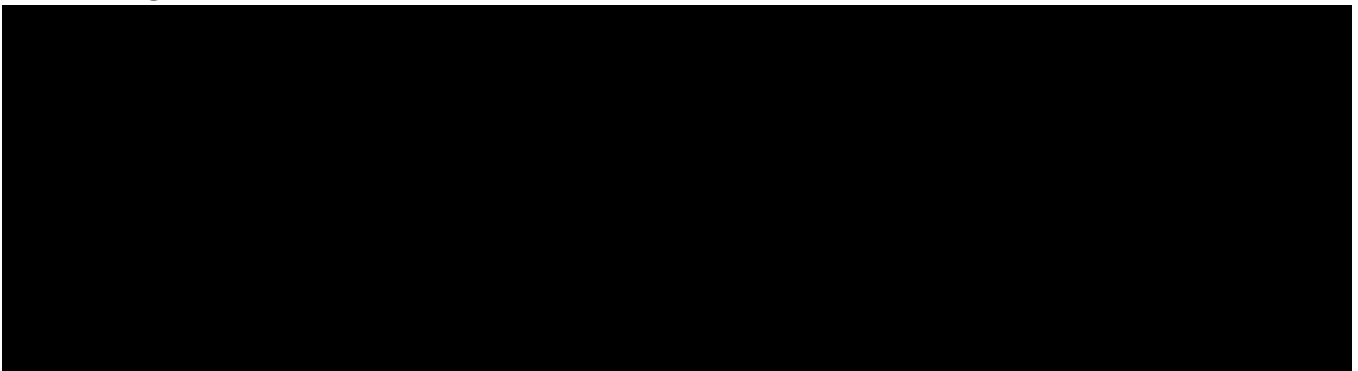
IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective, duly authorized representatives.

DISTRIBUTOR:



Title: Managing Director
Albertina icome Praha s.r.o.
Štěpánská 16
110 00 Praha 1
Czech Republic
E-mail: 

LICENSEE:



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

Appendix A: Business Terms

Licensed Materials:

- Name: **ACM Open and Digital Library Premium**
- URL for access to Licensed Materials: <https://dl.acm.org/>
- Number of titles, if applicable: see Description
- Dates covered, if applicable: 1947 - Current
- Description: **The ACM Digital Library Premium** is a research, discovery and networking platform containing i) the Full-Text Collection of all ACM publications, including journals, conference proceedings, technical magazines, newsletters, ii) a collection of curated and hosted full-text publications from select publishers, iii) the ACM Guide to Computing Literature, a comprehensive bibliographic database focused exclusively on the field of computing and iv) a richly interlinked set of connections among authors, works, institutions, and specialized communities.

ACM Digital Library Premium access provides institutions and researchers with unrestricted access to ACM's full suite of research tools and features, supporting advanced discovery, collaboration, and workflow efficiency. This enhanced version of the Digital Library ensures seamless access to computing research, deeper insights into research impact, and a streamlined experience for users.

ACM Digital Library Basic access provides introductory access to ACM content only, ensuring continued Open Access availability of research while offering a more restricted set of features and research tools. Without Premium Access, institutions and researchers will have fewer tools for research discovery, management, and engagement and no access to the ACM Guide to Computing Literature.

70 peer reviewed Open Access scholarly journals; 7 technical magazines, ACM's complete collection of conference proceedings containing over 2,500 volumes of scholarly materials; and 37 technical newsletters sponsored by ACM's technical Special Interest Groups (SIGs).

Access to the ACM Books Collections (<https://dl.acm.org/acmbooks>) is not included in this Agreement but is available for purchase via separate agreement. A 25% discount applies for ACM Open participants.

An up-to-date list of the contents of the ACM Digital Library is posted at <https://dl.acm.org/about/content>.

Agreement Term: 1 January 2026 – 31 December 2028

Access Conditions: Unlimited simultaneous user system-wide access

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

Fees and Negotiated Discounts:

Total Fee 2026-2028: \$271,500.00 excl. VAT

- License Fee / year:
2026: [REDACTED]
2027: [REDACTED]
2028: [REDACTED]
- Ongoing Fees, e.g. access fee, if any; indicate any waived fees
- One-time Fees; indicated any waived fees
- ACM Open Tiering model, is based on the combined institution's average three-year publication data, and is publicly available on ACM's website.
<https://libraries.acm.org/subscriptions-access/acmopen>

Payment Terms:

1. The Fee shall be paid to the Distributor's bank account no.: [REDACTED]
[REDACTED]
[REDACTED] Any change of the bank account shall be notified to the Licensee without undue delay. The notice shall be signed by the authorized representative and will become effective upon its delivery to the Licensee.
2. The Fee for the Licensed Materials shall be paid annually for each commenced calendar year of the duration of this Agreement in the amount set forth therein. The Parties expressly state that the Fee for the year 2026 shall be paid in the whole amount, regardless of the beginning of this Agreements' effectiveness.
3. All the prices (Fee) under this Agreement are set forth as final, unchangeable and the maximum allowable and cover and include all activities relating to the performance under this Agreement. The Distributor may not charge any additional costs or expenses to the Licensee.
4. The Fee for each commenced calendar year of the duration of this Agreement shall be paid in one payment within one invoice issued at the earliest at the beginning of the calendar year to which the fees relate with the following maturity:
 - Max 100% on 30 May of the given year for which the Licensed Materials are paid;
 - The above-mentioned maturity is applicable only if the invoice is delivered to the Licensee no later than fifteen (15) days before the stated maturity of the payment, i.e. by the 15th May of the given year;
 - If the invoice is delivered later, the due date 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 which is US\$. In the event that there are multiple currencies specified in this Agreement for each Licensed Material, the Distributor shall issue at least the number of invoices corresponding to the number of currencies.

6. Invoice - the tax document shall contain all the requisites of a tax document. The invoice shall contain all the requisites set forth by the applicable legislation, especially Act No. 235/2004 Coll., VAT Act, as amended ("VAT Act"). The invoice shall be delivered to the Licensee either originally or electronically to the e-mail address [REDACTED]. The invoice shall include a summary of all the Licensed Materials pursuant to this Agreement. The Distributor shall bear any and all costs connected with a change of the exchange rate, including but not limited to any costs which might arise due the invoice containing incorrect or incomplete information.
7. In the event the invoice is issued by an EU-based Distributor 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 Distributors based outside the EU or the Czech Republic.
8. If the invoice does not contain the requisites set forth in this Agreement or by the applicable legislation or these are incorrect or incomplete, the Licensee is entitled to return such invoice to the Distributor for completion/correction. In such case, the term of payment shall be interrupted and the new term of payment shall run from the provable corrected invoice delivery date to the Licensee and pursuant to the rules set forth above. The procedure under the previous sentence may also be repeated. The Distributor shall correct the invoice in each case within 15 days as of written notification by the Licensee on incorrect or incomplete invoice. Denial of monetary performance and the related return of an invoice in accordance with this paragraph do not constitute a default in the payment by the Licensee.
9. Fulfillment of any financial duty associated with performance under this Agreement shall be understood as the moment of debiting the full amount from the bank account of the Party.
10. The Distributor is not entitled to require any advance payments under this Agreement.
11. Each Party shall bear its own costs in connection with this Agreement. The bank fees for the bank transfer are shared between the Parties.

The provisions of Section 12. – 14. of Payment Terms below apply to Distributor based in the Czech Republic.

12. The Distributor declares that it is a VAT payer and that is not an unreliable VAT payer within the meaning of the Section 106a of the VAT Act. In the event that the tax administrator starts a procedure that the Distributor is an unreliable VAT payer, the Distributor undertakes to notify such fact to the Licensee in writing without undue delay.
13. The Distributor further declares that it fulfills all the conditions set forth in the Section 109 of the VAT Act, i.e. that it has not breached any obligation under the

VAT Act which could lead to the liability of the Licensee for the unpaid tax under the Section 109 of the VAT Act. The Distributor undertakes that if there is a threat or even a breach of any Distributor's obligation that could lead to the liability of the Distributor for an unpaid tax, it shall notify such fact in writing to the Licensee without undue delay.

14. Any payments made under this Agreement in favor of the Distributor shall be made to the Distributor's bank account, which is registered with the tax authority within the meaning of the Section 109 of the VAT Act, which the Distributor confirms. In the event that the Distributor becomes an unreliable VAT payer under the preceding paragraphs or there is a threat that the Distributor will become an unreliable VAT payer under the preceding paragraphs, or the Distributor's account shall not be registered with the tax administrator, or in the event that the Licensee is aware of the facts decisive for the legal liability of the Licensee for the payment of VAT within the meaning of Section 109 of the VAT Act, the Distributor expressly agrees that the VAT from the Fee under this Agreement shall be paid directly to the tax administrator's account in accordance with the applicable legislation.

The Distributor takes on the risk of a change in circumstances under Section 1765 (1) of Act No. 89/2012 Coll., the Civil Code, as amended.

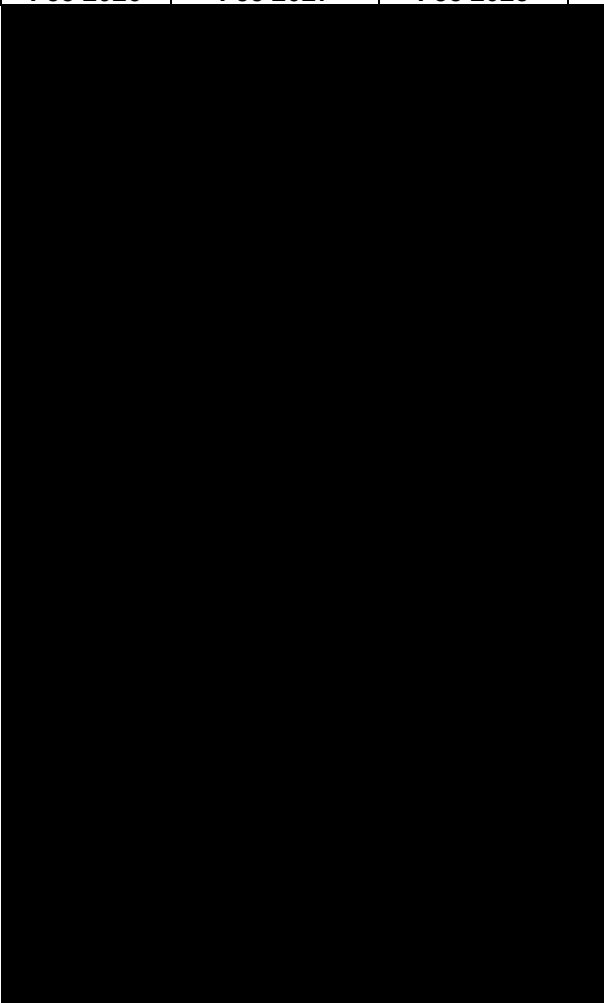
Add-on Products and Negotiated Discounts: N/A

Appendix B: Participating Institutions, Potential Participating Institutions and Fees

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

The Parties acknowledge that the Licensee is obliged by law to subsequently disclose in the Register of Contracts the individual agreements on provision of access to the Licensed Materials concluded between the Licensee and each Participating Institution. Corresponding fees for individual licenses will not be disclosed.

PARTICIPATING INSTITUTIONS

Fees for Read & Publish					
Institution - English name		Cur.	Fee 2026	Fee 2027	Fee 2028
Charles University (ACM Open Tier 7)	Read	USD			
	Publish	USD			
	Subtotal	USD			
Czech Technical University in Prague (ACM Open Tier 8)	Read	USD			
	Publish	USD			
	Subtotal	USD			
Masaryk University (ACM Open Tier 7)	Read	USD			
	Publish	USD			
	Subtotal	USD			
Brno University of Technology (ACM Open Tier 7)	Read	USD			
	Publish	USD			
	Subtotal	USD			
VSB - Technical University of Ostrava (ACM Open Tier 9)	Read	USD			
	Publish	USD			
	Subtotal	USD			
University of West Bohemia (ACM Open Tier 10)	Read	USD			
	Publish	USD			
	Subtotal	USD			
Prague University of Economics and Business (ACM Open Tier 10)	Read	USD			
	Publish	USD			
	Subtotal	USD			
University of Hradec Králové (ACM Open Tier 10)	Read	USD			
	Publish	USD			
	Subtotal	USD			

National Library of Technology (ACM Open Tier 10)	Read	USD	
	Publish	USD	
	Subtotal	USD	
Total Read excl. VAT		USD	
Total Publish excl. VAT		USD	
TOTAL excl. VAT		USD	
GRAND TOTAL excl. VAT		USD	

ACM Open Tiering model is based on the combined institution's average three-year publication data, and is publicly available on ACM's website. <https://libraries.acm.org/subscriptions-access/acmopen>

POTENTIAL PARTICIPATING INSTITUTIONS

Fees for potential participating institutions

Fees for Read & Publish					
Institution - English name		Cur.	Fee 2026	Fee 2027	Fee 2028
Institute of Computer Science of the CAS (ACM Open Tier 10)	Read	USD			
	Publish	USD			
	Subtotal	USD			

(Participating Institutions are not excluded from this list.)

Potential Participating Institutions (Czech)	Potential Participating Institutions (English)
Agritec Plant Research	Agritec Plant Research Ltd.
Agrotest fyto, s.r.o.	Agrotest Fyto
Agrovýzkum Rapotín s.r.o.	Agrovyzkum Rapotin
Akademie múzických umění v Praze	Academy of Performing Arts in Prague
Akademie výtvarných umění v Praze	Academy of Fine Arts in Prague
AMBIS vysoká škola, a.s.	College of Regional Development and Banking Institute - AMBIS
Archeologický ústav AV ČR, Brno, v. v. i.	Institute of Archaeology Czech Academy of Sciences, Brno
Astronomický ústav AV ČR, v. v. i.	Astronomical Institute of the CAS
Biofyzikální ústav AV ČR, v. v. i.	Institute of Biophysics of the CAS
Biologické centrum AV ČR, v. v. i.	Biology Centre 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
Centrum dopravního výzkumu, v. v. i.	Transport Research Centre
Centrum kardiovaskulární a transplantační chirurgie Brno	Centre of Cardiovascular and Transplantation Surgery
Centrum pro studium vysokého školství, v. v. i.	Centre for Higher Education Studies
Centrum výzkumu Řež s.r.o.	Research Centre Řež
CESNET, zájmové sdružení právnických osob	CESNET
Česká geologická služba	Czech Geological Survey

Česká zemědělská univerzita v Praze	Czech University of Life Sciences Prague
České vysoké učení technické v Praze	Czech Technical University in Prague
Český hydrometeorologický ústav	Czech Hydrometeorological Institute
Etnologický ústav AV ČR, v. v. i.	Institute of Ethnology of the CAS, v. v. i.
Evropská výzkumná univerzita, z.ú.	European Research University
Fakultní nemocnice Brno	University Hospital Brno
Fakultní nemocnice Bulovka	Bulovka University Hospital
Fakultní nemocnice Hradec Králové	University Hospital Hradec Králové
Fakultní nemocnice Královské Vinohrady	University Hospital Kralovske Vinohrady
Fakultní nemocnice Olomouc	University Hospital Olomouc
Fakultní nemocnice Ostrava	University Hospital in Ostrava
Fakultní nemocnice Plzeň	University Hospital in Pilsen
Fakultní nemocnice u sv. Anny v Brně	St. Anne's University Hospital Brno
Fakultní nemocnice v Motole	Motol University Hospital
Fakultní Thomayerova nemocnice	Thomayer University Hospital
Filosofický ústav AV ČR, v. v. i.	Institute of Philosophy of the ASCR
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
Geofyzikální ústav AV ČR, v. v. i.	Institute of Geophysics of the CAS
Geologický ústav AV ČR, v. v. i.	Institute of Geology of the CAS
Grantová agentura České republiky	Czech Science Foundation
Institut klinické a experimentální medicíny	Institute for Clinical and Experimental Medicine
Institut postgraduálního vzdělávání ve zdravotnictví	Institute for Postgraduate Medical Education
Janáčkova akademie múzických umění	Janáček Academy of Music and Performing Arts
Jihočeská univerzita v Českých Budějovicích	University of South Bohemia in České Budějovice
Jihočeská vědecká knihovna v Českých Budějovicích	Research Library of South Bohemia in České Budějovice
Knihovna AV ČR, v. v. i.	Library of the Czech Academy of Sciences
Knihovna města Hradce Králové	Hradec Králové City Library
Knihovna Ústeckého kraje, příspěvková organizace	Ústí Regional Library
Krajská knihovna Františka Bartoše ve Zlíně	František Bartoš Regional Library in Zlín
Krajská knihovna v Pardubicích	Pardubice Regional Library
Krajská knihovna Vysočiny	Vysočina Regional Library
Krajská vědecká knihovna v Liberci, příspěvková organizace	Regional Research Library in Liberec
Krajská zdravotní, a.s.	Regional Health Corporation
Masarykova univerzita	Masaryk University
Masarykův onkologický ústav	Masaryk Memorial Cancer Institute
Matematický ústav AV ČR, v. v. i.	Institute of Mathematics of the CAS
Mendelova univerzita v Brně	Mendel University in Brno
Městská knihovna v Praze	Municipal Library of Prague
Metropolitní univerzita Praha, o.p.s.	Metropolitan University Prague
Mikrobiologický ústav AV ČR, v. v. i.	Institute of Microbiology of the CAS, v. v. i.

Ministerstvo financí ČR	Ministry of Finance of the Czech Republic
Ministerstvo školství, mládeže a tělovýchovy	Ministry of Education, Youth and Sports
Moravská zemská knihovna v Brně	Moravian Library in Brno
Moravskoslezská vědecká knihovna v Ostravě, příspěvková organizace	Moravian-Silesian Research Library in Ostrava
Národní centrum zemědělského a potravinářského výzkumu, v.v.i.	Czech Agrifood Research Center
Národní filmový archiv	National Film Archive
Národní galerie v Praze	National Gallery Prague
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
Národní pedagogické muzeum a knihovna J. A. Komenského	Comenius National Pedagogical Museum and Library
Národní technická knihovna	National Library of Technology
Národní ústav duševního zdraví	National Institute of Mental Health
Nemocnice Havířov, příspěvková organizace	Havířov Hospital
Nemocnice Na Homolce	Na Homolce Hospital
Orientální ústav AV ČR, v. v. i.	Oriental Institute of the Czech Academy of Sciences
OSEVA vývoj a výzkum s.r.o.	OSEVA Development and Research Ltd.
Ostravská univerzita	University of Ostrava
Policejní akademie České republiky v Praze	Police Academy of the Czech Republic in Prague
Prague Film School, s.r.o.	Prague Film School
Psychologický ústav AV ČR, v. v. i.	Institute of Psychology of the CAS
Slezská univerzita v Opavě	Silesian University in Opava
Sociologický ústav AV ČR, v. v. i.	Institute of Sociology of the CAS
Státní ústav pro kontrolu léčiv	State Institute for Drug Control
Státní zdravotní ústav	National Institute of Public Health
Středočeská vědecká knihovna v Kladně, příspěvková organizace	Central Bohemian Research Library in Kladno
Studijní a vědecká knihovna Plzeňského kraje, příspěvková organizace	Education and Research Library of Pilsener Region
Studijní a vědecká knihovna v Hradci Králové	Research Library in Hradec Králové
Škoda Auto Vysoká škola o.p.s.	ŠKODA AUTO University
Technická univerzita v Liberci	Technical University of Liberec
The Extreme Light Infrastructure ERIC (pouze pracoviště Dolní Břežany, ČR)	The Extreme Light Infrastructure ERIC (only facility Dolní Břežany, CZ)
Univerzita Hradec Králové	University of Hradec Králové
Univerzita Jana Evangelisty Purkyně v Ústí nad Labem	Jan Evangelista Purkyně University in Ústí nad Labem
Univerzita Karlova	Charles University
Univerzita obrany	University of Defence
Univerzita Palackého v Olomouci	Palacky University Olomouc
Univerzita Pardubice	University of Pardubice

Univerzita Tomáše Bati ve Zlíně	Tomas Bata University in Zlín
Úřad vlády České republiky	Office of the Government of the Czech Republic
Ústav analytické chemie AV ČR, v. v. i.	Institute of Analytical Chemistry of the CAS
Ústav anorganické chemie AV ČR, v. v. i.	Institute of Inorganic Chemistry of the CAS
Ústav biologie obratlovců AV ČR, v. v. i.	Institute of Vertebrate Biology of the CAS
Ústav dějin umění AV ČR, v. v. i.	Institute of Art History of the Czech Academy of Sciences
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
Ústav fotoniky a elektroniky AV ČR, v. v. i.	Institute of Photonics and Electronics of the CAS
Ústav fyzikální chemie J. Heyrovského AV ČR, v. v. i.	J. Heyrovsky Institute of Physical Chemistry of the CAS
Ústav fyziky atmosféry AV ČR, v. v. i.	Institute of Atmospheric Physics of the CAS
Ústav fyziky materiálů AV ČR, v. v. i.	Institute of Physics of Materials of the CAS
Ústav fyziky plazmatu AV ČR, v. v. i.	Institute of Plasma Physics of the CAS
Ústav geoniky AV ČR, v. v. i.	Institute of Geonics of the CAS
Ústav hematologie a krevní transfuze	Institute of Hematology and Blood Transfusion
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 jaderné fyziky AV ČR, v. v. i.	Nuclear Physics Institute of the CAS
Ústav makromolekulární chemie AV ČR, v. v. i.	Institute of Macromolecular Chemistry of the CAS
Ústav mezinárodních vztahů, v. v. i.	Institute of International Relations Prague
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 pro hydrodynamiku AV ČR, v. v. i.	Institute of Hydrodynamics of the CAS
Ústav pro soudobé dějiny AV ČR, v. v. i.	Institute of Contemporary History, Czech Academy of Sciences
Ústav přístrojové techniky AV ČR, v. v. i.	Institute of Scientific Instruments of the CAS
Ústav státu a práva AV ČR, v. v. i.	Institute of State and Law
Ústav struktury a mechaniky hornin AV ČR, v. v. i.	Institute of Rock Structure and Mechanics of the CAS
Ústav teoretické a aplikované mechaniky AV ČR, v. v. i.	Institute of Theoretical and Applied Mechanics of the CAS
Ústav teorie informace a automatizace AV ČR, v. v. i.	Institute of Information Theory and Automation of the CAS
Ústav termomechaniky AV ČR, v. v. i.	Institute of Thermomechanics of the CAS
Ústav výzkumu globální změny AV ČR, v. v. i.	Global Change Research Centre of the CAS
Ústav zemědělské ekonomiky a informací, státní příspěvková organizace	Institute of Agricultural Economics and Information
Ústav živočišné fyziologie a genetiky AV ČR, v. v. i.	Institute of Animal Physiology and Genetics of the CAS
Vědecká knihovna v Olomouci	Olomouc Research Library
Veterinární univerzita Brno	University of Veterinary Sciences Brno
Vojenská nemocnice Brno	Military Hospital Brno
Všeobecná fakultní nemocnice v Praze	General University Hospital in Prague

Vysoká škola báňská - Technická univerzita Ostrava	VSB - Technical University of Ostrava
Vysoká škola ekonomická v Praze	Prague University of Economics and Business
Vysoká škola evropských a regionálních studií, z. ú.	The College of European and Regional Studies
Vysoká škola finanční a správní, a.s.	University of Finance and Administration
Vysoká škola chemicko-technologická v Praze	University of Chemistry and Technology, Prague
Vysoká škola polytechnická Jihlava	College of Polytechnics Jihlava
Vysoká škola technická a ekonomická v Českých Budějovicích	Institute of Technology and Business in České Budějovice
Vysoká škola uměleckoprůmyslová v Praze	Academy of Arts, Architecture and Design in Prague
Vysoké učení technické v Brně	Brno University of Technology
Výzkumný a šlechtitelský ústav ovocnářský Holovousy s.r.o.	Research and Breeding Institute of Pomology Holovousy
Výzkumný institut práce a sociálních věcí, v. v. i.	Research Institute for Labour and Social Affairs
Výzkumný ústav bramborářský Havlíčkův Brod, s.r.o.	Potato Research Institute Havlíčkův Brod
Výzkumný ústav geodetický, topografický a kartografický, v. v. i.	Research Institute of Geodesy, Topography and Cartography, v. v. i.
Výzkumný ústav lesního hospodářství a myslivosti, v. v. i.	Forestry and Game Management Research Institute
Výzkumný ústav monitoringu a ochrany půdy, v. v. i.	Research Institute for Soil and Water Conservation
Výzkumný ústav pro krajinu, v. v. i.	Landscape Research Institute
Výzkumný ústav textilních strojů	VUTS, JSC - Technical Library
Výzkumný ústav veterinárního lékařství, v. v. i.	Veterinary Research Institute
Výzkumný ústav vodohospodářský T. G. Masaryka, v. v. i.	T. G. Masaryk Water Research Institute
Výzkumný ústav živočišné výroby, v. v. i.	Institute of Animal Science
Západočeská univerzita v Plzni	University of West Bohemia
Západočeské muzeum v Plzni, příspěvková organizace	Museum of West Bohemia
Zemědělský výzkum, spol. s r.o.	Agricultural Research, Ltd.

Appendix C: IP Addresses of Participating Institutions

Institute	Institution	IP addresses
České vysoké učení technické v Praze	Czech Technical University in Prague	IPv4: 147.32.0.0-147.32.255.255 IPv6: 2001:718:18:2:0000:0000:0000:0000- 2001:718:18:2ffff:ffff:ffff:ffff
Masarykova univerzita	Masaryk University	IPv4: 147.251.0.0-147.251.49.35, 147.251.49.37-147.251.255.255 IPv6: 2001:718:801:0000:0000:0000:0000:0 000-2001:718:801:ffffff:ffff:ffff:ffff
Národní technická knihovna	National Library of Technology	IPv4: 195.113.241.0-195.113.242.127 IPv6: 2001:718:7:0:0:0:0:0- 2001:718:7:ffffff:ffff:ffff:ffff
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 Karlova	Charles University	IPv4: 78.128.160.0-78.128.209.127, 78.128.214.66-78.128.214.67, 193.84.55.0-193.84.63.255, 195.113.0.0-195.113.63.97, 195.113.63.99-195.113.69.255, 195.113.89.0-195.113.93.255, 195.113.114.0-195.113.117.255, 195.113.130.0-195.113.131.255, 195.113.149.132-195.113.149.135, 195.113.149.176-195.113.149.183, 195.113.189.0-195.113.189.255, 195.113.223.0-195.113.223.255, 195.113.229.0-195.113.229.255, 195.113.236.0-195.113.236.255, 195.113.245.0-195.113.245.255, 195.113.242.224-195.113.242.231,

		<p>78.128.214.96-78.128.214.111, 193.84.53.0-193.84.53.255, 195.113.180.160-195.113.180.167, 195.113.186.128-195.113.186.167, 195.113.187.248-195.113.187.253</p> <p>IPv6: 2001:718:4:0000:0000:0000:0000:0000-2001:718:4:ffffff:ffff:ffff:ffff, 2001:718:1200:7:0000:0000:0000:0000-2001:718:1200:7ffff:ffff:ffff:ffff, 2001:718:1201:0000:0000:0000:0000:0000-2001:718:1201:ffffff:ffff:ffff:ffff, 2001:718:1207:0000:0000:0000:0000:0000-2001:718:1207:ffffff:ffff:ffff:ffff, 2001:718:1e03:0000:0000:0000:0000:0000-2001:718:1e03:ffffff:ffff:ffff:ffff, 2001:718:2401:0000:0000:0000:0000:0000-2001:718:2401:ffffff:ffff:ffff:ffff, 2001:718:0:4:0000:0000:0000:0000-2001:718:0000:ffffff:ffff:ffff:ffff, 2001:718:18:0000:0000:0000:0000:0000-2001:718:18:ffffff:ffff:ffff:ffff, 2001:718:1e00:0000:0000:0000:0000:0000-2001:718:1e00:ffffff:ffff:ffff:ffff, 2001:718:2400:8001:0000:0000:0000:0000-2001:718:2400:8001ffff:ffff:ffff:ffff, 2001:0718:1200:0001:0000:0000:0000:0000-2001:0718:1200:0001ffff:ffff:ffff:ffff, 2001:0718:2400:0001:0000:0000:0000:0000-2001:0718:2400:0001ffff:ffff:ffff:ffff</p>
Vysoká škola báňská - Technická univerzita Ostrava	VSB - Technical University of Ostrava	<p>IPv4: 158.196.0.0-158.196.255.255</p>
Vysoká škola ekonomická v Praze	Prague University of Economics and Business	<p>IPv4: 146.102.0.0-146.102.255.255</p> <p>IPv6: 2001:718:1e02:0000:0000:0000:0000:0000-2001:718:1e02:ffffff:ffff:ffff:ffff, 2001:718:2001:0000:0000:0000:0000:0000-2001:718:2001:ffffff:ffff:ffff:ffff</p>

Vysoké učení technické v Brně	Brno University of Technology	IPv4: 147.229.0.0-147.229.255.255
Západočeská univerzita v Plzni	University of West Bohemia	IPv4: 147.228.0.0-147.228.255.255

Appendix D: Title List

The full up-to-date listing of the holdings of the ACM Digital library can be found here:

<https://dl.acm.org/about/content>.

Appendix E: Open Access Terms for ACM Open (publishing under the Agreement)

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

By entering into this Agreement, the Licensee and Distributor enter into a new type of agreement intended to facilitate a transition to open access publishing and transform the way that research is published, disseminated, and accessed. Specifically, through this Agreement, the parties will cooperate to facilitate open access publishing for Affiliated Corresponding Authors by allowing them to publish accepted Eligible Articles in ACMs peer-reviewed scholarly publications on an Open Access basis.

Definitions:

a) „Article Processing Charge (APC)“ shall mean: the charge levied by the Publisher on the acceptance of an article for publication in ACM Digital Library by authors affiliated with participating ACM Open institutions.

b) Affiliated Author(s). Authors who correctly list themselves as affiliated with the corresponding Participating Institution during the article submission process. Authors shall be deemed affiliated with the Participating Institution if the email address they provide to ACM (the Publisher) during the article submission process is part of the list of domain names provided by the Participating Institution.

c) Corresponding Author(s). Authors who are either sole authors or co-authors of articles accepted by ACM for publication, who are designated by their co-authors to serve as the corresponding author for the accepted article. A corresponding author has the authority to represent their co-authors in all publication related matters with ACM and is responsible for the completion of the ACM rights assignment process.

d) Affiliated Corresponding Authors. Affiliated Authors who are Corresponding Authors.

e) Eligible Articles. Article types published by ACM in the ACM Digital Library that will automatically be included in the ACM Open program or will require an Article Processing Charge (APC) upon acceptance without participation in ACM Open. See: [Article Types Eligible for Open Access Publishing Under ACM OPEN](https://libraries.acm.org/acmopen/article-types)
<https://libraries.acm.org/acmopen/article-types>.

1. OPEN ACCESS TERMS (PUBLISHING TERMS)

1.1. ACM grants to all Affiliated Corresponding Authors the ability to publish their accepted Eligible Articles with ACM on an Open Access basis with no fee charged to them as from the initial publication date of their article in the ACM Digital Library in perpetuity.

- 1.2. Eligible Articles by Affiliated Corresponding Authors shall be eligible for open access publication under these terms if they are published on or after the Agreement Effective Date or accepted for publication prior to the Agreement's Termination Date. To ensure proper affiliation, ACM requires that authors use their institutionally assigned email addresses (domains) when completing their e-rights form. ACM will refund APCs paid for articles published on an Open Access basis only if the payment was due to a publisher error, not due to incorrect domain names provided by the author or institution. For more detailed information, you can refer to the official ACM APC policy - <https://libraries.acm.org/digital-library/policies>.
- 1.3. All ACM authors retain copyright ownership of their published Articles unless their employer or government requires their Articles be placed in the public domain or require exceptions to this Policy. Copyright shall be jointly owned by all named authors on a published Article and such copyright ownership shall be included on the first page of their published articles. In addition, upon acceptance of their submitted manuscript, ACM shall provide each Affiliated Corresponding Author with the option to select one of the following Creative Commons license options upon acceptance of their peer reviewed manuscript submission: CC-BY, CC-BY-NC-ND, with CC-BY as the default option. The Affiliated Corresponding Author shall determine which of the above Creative Commons options best meets the authors' rights-related needs and complies with their specific research funded requirements, although ACM Open Licensee shall be entitled to provide a message about these options to affiliated corresponding authors as part of the ACM Author Rights Selection Workflow
- 1.4. ACM shall provide all Affiliated Corresponding Authors with the option to retain the copyright of their articles, including on behalf of all co-authors.
- 1.5. ACM shall deposit copies, on a going forward basis for the term of this Agreement, of all Eligible Articles authored by Affiliated Authors, with associated metadata, into the Participating Institutions's open repository for open dissemination. Such deposits shall include all Affiliated-Authored Eligible Articles, even if the author is not the Corresponding Author. When the article has been published on an open access basis, the deposit shall be of the final published version (VoR); when the article has been published on a subscription basis, the deposit shall be of the final accepted manuscript.
- 1.6. Open Access Reporting. ACM commits to providing data sufficient to assess the outcomes of the ACM Open publishing program on an annual basis, and to a collaborative process for analyzing the data. Specifically, by April 1 of 2027, 2028, and 2029, ACM will provide the following information about the 2026, 2027, and 2028 years, including both annual and cumulative data:
 - i. the number of Open Access Articles published by ACM where the corresponding or non-corresponding author is affiliated with any of the Participating Institutions.

- ii. details of all the Open Access Articles in the material by the Affiliated Author such as title, author name and DOI including funder information.

By institution and for all institutions:

- a) Adoption by institutions: number of institutions that have signed on to the program, by tiered band.
- b) Progress towards reducing costs Tier 10 institutions according to the schedule laid out by ACM (schedule B).
- c) Open licensing: what sort of author copyright licenses have been selected, in what number and proportion.
- d) Copyright retention: number of authors who have chosen to retain copyright and number who have chosen to grant copyright to ACM.
- e) Volume of OA: Proportion of OA articles overall and from universities involved in the program.
- f) Impact of the program on ACM's business and financial conditions: including number of deals closed, value of said deals, impact of the program on ACM revenues, increase or decline in ACM revenues overall, and a confidential report of cancellations received and their financial impact.
- g) Impact of the program on participating campus publishing volume: publishing output by universities in the program, including Affiliated Corresponding Authors as well as all Affiliated Authors.
- h) Other metrics as mutually identified and agreed upon between Licensee and ACM.

At least once per year following the release of this data, program participants will be provided the opportunity to participate in a conference call regarding the data. ACM will make reasonable efforts to address reasonable requests to adjust or extend the type of data gathered.

Table of eligible domains:

Instituce	Institution	E-domains
Masarykova univerzita	Masaryk University	muni.cz
Univerzita Karlova	Charles University	cuni.cz
České vysoké učení technické v Praze	Czech Technical University in Prague	cvut.cz
Národní technická knihovna	National Library of Technology	techlib.cz
Vysoká škola ekonomická v Praze	Prague University of Economics and Business	vse.cz

Vysoká škola báňská – Technická univerzita Ostrava	Technical University of Ostrava	vsb.cz
Univerzita Hradec Králové	University of Hradec Králové	uhk.cz
Západočeská univerzita	University of West Bohemia	zcu.cz
Vysoké učení technické v Brně	Brno University of Technology	vutbr.cz vut.cz

Appendix F: Titles eligible for Open Access Publishing within the Agreement

publication_title	acronym	online_identifier
ACM AI Letters	AILET	3068-8590
ACM Transactions on AI for Science	TAIS	3066-4438
ACM Transactions on AI Security and Privacy	TAISAP	3068-3564
ACM Journal of Data Science	ACMJDS	3069-3497
ACM Computing Surveys	CSUR	1557-7341
ACM Journal on Autonomous Transportation Systems	JATS	2833-0528
ACM Journal on Computing and Sustainable Societies	JCSS	2834-5533
ACM Journal on Emerging Technologies in Computing Systems	JETC	1550-4840
ACM Journal on Responsible Computing	JRC	2832-0565
ACM Transactions on Accessible Computing	TACCESS	1936-7236
ACM Transactions on Algorithms	TALG	1549-6333
ACM Transactions on Applied Perception	TAP	1544-3965
ACM Transactions on Architecture and Code Optimization	TACO	1544-3973
ACM Transactions on Asian and Low-Resource Language Information Processing	TALLIP	2375-4702
ACM Transactions on Autonomous and Adaptive Systems	TAAS	1556-4703
ACM Transactions on Computation Theory	TOCT	1942-3462
ACM Transactions on Computational Logic	TOCL	1557-945X
ACM Transactions on Computer Systems	TOCS	1557-7333
ACM Transactions on Computer-Human Interaction	TOCHI	1557-7325
ACM Transactions on Computing Education	TOCE	1946-6226
ACM Transactions on Computing for Healthcare	HEALTH	2637-8051
ACM Transactions on Cyber-Physical Systems	TCPS	2378-9638
ACM Transactions on Database Systems	TODS	1557-4644
ACM Transactions on Design Automation of Electronic Systems	TODAES	1557-7309
ACM Transactions on Economics and Computation	TEAC	2167-8383
ACM Transactions on Embedded Computing Systems	TECS	1558-3465
ACM Transactions on Evolutionary Learning and Optimization	TELO	2688-3007
ACM Transactions on Graphics	TOG	1557-7368
ACM Transactions on Human-Robot Interaction	THRI	2573-9522
ACM Transactions on Information Systems	TOIS	1558-2868
ACM Transactions on Intelligent Systems and Technology	TIST	2157-6912
ACM Transactions on Interactive Intelligent Systems	TIIS	2160-6463
ACM Transactions on Internet of Things	TIOT	2577-6207
ACM Transactions on Internet Technology	TOIT	1557-6051
ACM Transactions on Knowledge Discovery from Data	TKDD	1556-472X
ACM Transactions on Management Information Systems	TMIS	2158-6578
ACM Transactions on Mathematical Software	TOMS	1557-7295

ACM Transactions on Modeling and Computer Simulation	TOMACS	1558-1195
ACM Transactions on Modeling and Performance Evaluation of Computing Systems	TOMPECS	2376-3647
ACM Transactions on Multimedia Computing, Communications, and Applications	TOMM	1551-6865
ACM Transactions on Parallel Computing	TOPC	2329-4957
ACM Transactions on Privacy and Security	TOPS	2471-2574
ACM Transactions on Probabilistic Machine Learning	TOPML	2836-8924
ACM Transactions on Programming Languages and Systems	TOPLAS	1558-4593
ACM Transactions on Quantum Computing	TQC	2643-6817
ACM Transactions on Recommender Systems	TORS	2770-6699
ACM Transactions on Reconfigurable Technology and Systems	TRETS	1936-7414
ACM Transactions on Sensor Networks	TOSN	1550-4867
ACM Transactions on Social Computing	TSC	2469-7826
ACM Transactions on Software Engineering and Methodology	TOSEM	1557-7392
ACM Transactions on Spatial Algorithms and Systems	TSAS	2374-0361
ACM Transactions on Storage	TOS	1553-3093
ACM Transactions on the Web	TWEB	1559-114X
Digital Government: Research and Practice	DGOV	2639-0175
Digital Threats: Research and Practice	DTRAP	2576-5337
Distributed Ledger Technologies: Research and Practice	DLT	2769-6480
Formal Aspects of Computing	FAC	1433-299X
Games: Research and Practice	GAMES	2832-5516
Journal of Data and Information Quality	JDIQ	1936-1963
Journal of the ACM	JACM	1557-735X
Journal on Computing and Cultural Heritage	JOCCH	1556-4711
Proceedings of the ACM on Computer Graphics and Interactive Techniques	PACM-CGIT	2577-6193
Proceedings of the ACM on Human-Computer Interaction	PACM-HCI	2573-0142
Proceedings of the ACM on Interactive, Mobile, Wearable and Ubiquitous Technologies	PACM-IMWUT	2474-9567
Proceedings of the ACM on Management of Data	PACM-MOD	2836-6573
Proceedings of the ACM on Measurement and Analysis of Computing Systems	PACM-POMACS	2476-1249
Proceedings of the ACM on Networking	PACM-NET	2834-5509
Proceedings of the ACM on Programming Languages	PACM-PL	2475-1421
Proceedings of the ACM on Software Engineering	PACM-SE	2994-970X
ACM Inroads	--	2153-2192
Communications of the ACM	CACM	1557-7317
eLearn	--	1535-394X
Interactions	--	1558-3449
Queue	--	1542-7749
Ubiquity	--	1530-2180
XRDS: Crossroads, The ACM Magazine for Students	--	1528-4980