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IX. Term

1. 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 the provisions in Section XI.
2. The Parties to this Agreement declare that they commenced to perform their obligations and Licensor provided access to the Licensed Materials as of 1 January 2019, i.e. before the Effective Date due to the necessity of access to the Licensed Materials as of 1 January 2019. Performance of the Licensor's obligation to make the Licensed Materials available before the Effective Date shall be considered entirely as a performance according to and in compliance with this Agreement.

X. Renewal

1. This Agreement shall be renewable at the end of the current term for a successive two (2) years term with renewal quotes as set in Appendix B, unless either party gives written notice of its intention to cancel ninety (90) days before expiration of the current term.

XI. Early Termination

1. Early Termination for Financial Hardship. The Licensee may terminate this Agreement without penalty with effect after 31 December 2020 if sufficient content acquisitions funds are not allocated 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, Licensee will notify Licensor of the intent to terminate the Agreement as soon as is reasonably possible, but in any case, not later than the thirtieth (30th) of November to avoid penalty, and this Agreement shall then be considered terminated on the last day of the subscription period for which payment was made. In the event of such termination the Licensee and Participating Institutions shall maintain its perpetual right to materials licensed under the subscription periods for which it has fully paid, subject to Section XII.



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4. Refunds. In the event of early termination for material breach on the part of Licensor, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

XII. Perpetual Rights

1. Perpetual License. Except in the case of termination for cause, and with the exception of Science Classic, should Licensee or Participating Institution discontinue subscription to the Licensed Materials or certain electronic resources comprising the Licensed Materials, that Licensee or Participating Institution shall retain access rights to the portions of the Licensed Materials that Licensee or Participating Institution had access to while Licensee's or Participating Institution's subscription was active and in good standing. Provision of the previously subscribed to content will be via mutually agreed upon delivery method for local hosting or by a third-party archiving solution (e.g. Portico) and may be subject to reasonable delivery charges to cover the supply cost as established by Publisher. The use of this content shall be subject to the terms and conditions of the then current operative License Agreement.
2. Ongoing Access Rights to Science Classic for Licensees or Participating Institutions who make a One-Time Purchase of the Science Classic back issue file: Publisher intends to retain full-text versions of all articles for all issues within Science Classic and to continue to make this database available to all current Licensees. In the unlikely event that it proves infeasible for the Publisher to maintain the ongoing availability of the contents of Science Classic, Publisher intends to make the archive available to those Licensees or Participating Institutions who purchased Science Classic via the One-Time Purchase option.

3. In the event that during the terms of this Agreement, availability of the Licensed Materials in Portico and/or CLOCKSS discontinues or changes, the Licensor 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.

XIII. Warranties

1. Licensor warrants that it has all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee and the Participating Institutions for the purposes and terms outlined in this Agreement, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party. Licensor warrants that is authorized to fulfil any of his obligations set out in this Agreement and that this is ensured in the contract concluded with the Publisher.
2. Licensor expressly disclaims any warranty that access to the Licensed Materials online will be uninterrupted or free of errors that defects will be corrected, or that Publisher Servers are free of viruses, worms, or other elements harmful to your computer system. In no case shall Licensor's aggregate liability for any content or accessibility problems with the site exceed the amount of subscription fees paid for the Licensed Materials during 12-month period preceding any claim or notice of damages.
3. Accessibility Requirements. ³ Publisher is committed to ensuring that all content is accessible and useable by people with disabilities. Publisher has adopted the Section 508 and WCAG (level A and level AA) standards and provides copies of their VPATs related to these standards upon request. The VPATs are subject to change. The most current version of the Publisher's VPATs can be obtained by emailing your request to accessibility@aaas.org.

XIV. Limitations on Warranties

1. Notwithstanding anything else in this Agreement, neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, that arises from the use of the Licensed Materials, or the inability to use the Licensed Materials.
2. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not

³ <http://www.w3.org/WAI/guid-tech.html>

limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

3. Except for the express warranties stated elsewhere in this Agreement, Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability, or fitness for a particular purpose.

XV. Indemnities

1. The Licensor shall indemnify and hold harmless the Licensee, the Participating Institutions and Authorized Users for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from any third party claim that alleges copyright infringement or other intellectual property infringement arising from the use of the Licensed Materials by the Licensee or any Participating Institution or any Authorized User. This indemnity shall not apply if Licensee or Participating Institution has amended the Licensed Materials in any way not permitted by this Agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This Section XV shall survive the termination of this Agreement.

XVI. Assignment and Transfer

1. Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, except as otherwise provided in Section VII. Neither party to this Agreement may unreasonably withhold or delay such written consent.

XVII. Governing Law

1. This Agreement 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, excluding any such laws that might direct the application of the laws of another jurisdiction.

XVIII. Dispute Resolution & Venue

1. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise good faith efforts to resolve the dispute as soon as possible. In the event that the parties cannot, by exercise of their



good faith efforts, resolve the dispute, 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 that are not affected by the dispute. The party invoking mediation shall give to the other party written notice of its decision to seek informal mediation, and the notice must include a description of the issues 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 after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute.

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

XIX. Force Majeure

1. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of Nature, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, 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 an event of force majeure, the party affected shall promptly notify the other in writing setting forth the details of the occurrence, its expected duration and how that party's performance may be affected. The affected party shall resume the performance of its obligations as soon as practicable after the force majeure event ceases.

XX. Entire Agreement

1. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. For the avoidance of doubt, online terms and conditions as defined in Section VII shall not modify the terms of this Agreement.



XXI. Amendment

1. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

XXII. Severability

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 contracting parties shall replace the invalid, illegal or unenforceable provision by a new provision, the wording of which shall correspond to the intent embodied by the original provision and this Agreement as a whole.

XXIII. Waiver of Contractual Right

1. Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

XXIV. Notices

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 or fax.
2. Notices regarding the extent and manner of performance under this Agreement, damages, penalties, debts, contacts and this Agreement as such (for example the notification about breach, 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 deemed delivered on the fifth (5th) business day following their proven posting.
3. Either party may from time to time change its Notice Address by written notice to the other party. Such change is effective from a delivery of such notice.



4. **If to Licensor:**
EBSCO Information Services, s.r.o.
Klimentská 1764/52
110 00 Praha 1
Czech Republic

Email: info.cr@ebSCO.com

5. **If to Licensee:**
Licensing contact:
Head of Licensing Unit
CzechELib
National Library of Technology
Technická 6, 160 80 Praha 6 - Dejvice
Czech Republic
Email: licensing@czechelib.cz

XXV. Audit rights

1. Licensor is obliged to stand still any control of a respective authority and to cooperate with any auditing/controlling body authorized to carry out audit in compliance with the rules and regulations of Czech republic and mandatory rules of EU/EC regarding to the financial control especially regarding to the grants as well as to cooperate with persons authorized to execute the audit/control by such auditing bodies. Licensor shall not be entitled to any remuneration, compensation nor any other benefit for providing cooperation as described above.
2. Disallowance of the audit/control or a failure to provide cooperation as described in Article 1 shall be deemed as a serious breach of this Agreement.
3. Licensor is obliged to fully compensate any damages that should arise as a result of the conduct described in Article 2. Obligations described in Article 1 are imposed upon the Licensor regardless the termination of this Agreement.

XXVI. Execution

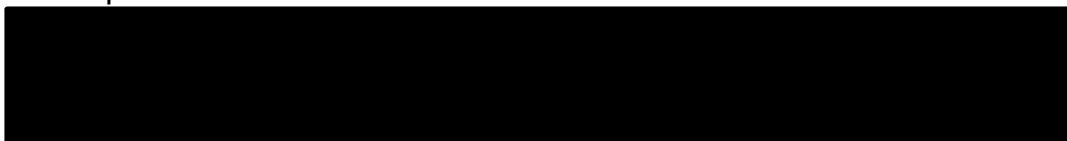
1. This Agreement is compiled in four counterparts in the English language, each of which has the power of an original. Licensor shall receive two counterparts and Licensee shall receive two counterparts.



- 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 law.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

LICENSOR:

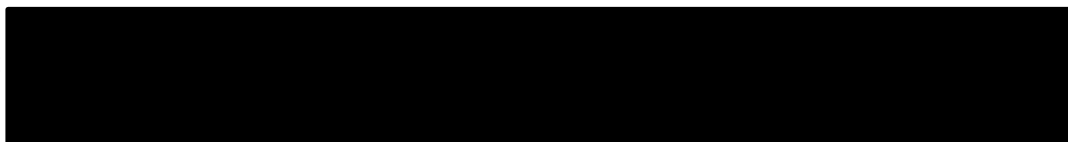


BY:

Signature of Authorized Signatory of Supplier

Cary Bruce
Managing Director
EBSCO Information Services, s.r.o.
Klimentaska 1746/52
110 00 Praha 1, Czech Republic
E-mail: cbruce@ebSCO.com

LICENSEE:



BY:

Signature of Authorized Signatory of
Licensee

Ing. Martin Svoboda
Director of CzechELib
National Library of Technology
Technická 6
160 80 Praha 6 - Dejvice
Czech Republic



Appendix A: Business Terms

Licensed Materials:

	<i>Science</i>	<i>Science Translational Medicine</i>	<i>Science Signaling</i>	<i>Science Immunology</i>
Publication Title				
Print Format Identifier	0036-8075			
Online Format Identifier	1095-9203	1946-6242	1937-9145	2470-9468
Date First Issue Available Online	1997-01-03	2009-10-07	1999-09-28	2016-07-29
Number of First Volume Available Online	275	1	1999	1
Number of First Issue Available Online	5296	1	1	1
Date of Last Issue Available Online	N/A	N/A	N/A	N/A
Number of Last Volume Available Online	N/A	N/A	N/A	N/A
Number of Last Issue Available Online	N/A	N/A	N/A	N/A
Title Level URL	http://science.sciencemag.org/	http://stm.sciencemag.org/	http://stke.sciencemag.org	http://immunology.sciencemag.org/
First Author				
Title Identifier	10.1126/science	10.1126/scitranslmed	10.1126/stke	10.1126/sciimmunol
Embargo	R1Y	R1Y	R1Y	R1Y
Coverage Depth	fulltext	fulltext	fulltext	fulltext
Notes				
Publisher Name	American Association for the Advancement of Science	American Association for the Advancement of Science	American Association for the Advancement of Science	American Association for the Advancement of Science
Publication Type	Serial	Serial	Serial	Serial

Agreement Term: 1 January 2019 - 31 December 2020 + optional 1 January 2021 - 31 December 2022

Access Conditions: Unlimited simultaneous user systemwide access

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

Fees and Negotiated Discounts:

Total Fee for the period 2019 - 2022: \$ 465 592,94

License Fee / year

- 2019: \$ 97 366,35
- 2020: \$ 121 085,73
- 2021: \$ 122 485,84
- 2022: \$ 124 655,02



Payment Terms:

1. The price for the Licensed Materials shall be paid on the Licensor's bank account stated in the invoice.
2. The price for the Licensed Materials shall be paid annually for each commenced calendar year of the duration of the Agreement in the amount set forth therein. The parties expressly state that the price for the year 2019 shall be paid in the whole amount, regardless of the beginning of the Agreements' effectiveness.
3. All the prices under this Agreement are set forth as final, unchangeable and maximum allowable.
4. The price for each commenced calendar year of the duration of the Agreement shall be paid in two part payments with the following maturity:
 - Max 50% on 15 March of the given year for which the Licensed Materials are paid (maturity of the first part payment);
 - Max 50% on 30 April of the given year for which the Licensed Materials are paid (maturity of the second part payment);
 - The abovementioned maturities are applicable only if the invoice (all the invoices) is delivered to the Licensee up to 15 days before the stated maturity of the first part payment, i.e. until the end of February of the given year;
 - If the invoice is delivered later, at latest by the 15 days prior to the due date of the second part payment, i.e. in the term beginning from 1 March to 15 April of the given year, the due date of the first part payment shall be within 15 days from the date of the provable invoice delivery. The maturity of the second part payment remains unaffected;
 - If the invoice is delivered later, the due date of both part payments shall be within 15 days of the provable invoice delivery date.
5. The invoice shall be issued in the currency specified in the Agreement. In the event that there are multiple currencies specified in the Agreement for each Licensed Material, the Licensor shall issue at least the number of invoices corresponding to the number of currencies. The foreign currency on the invoice(s) shall also be converted into Czech crowns according to the Czech National Bank exchange rate (www.cnb.cz) on the date of the taxable transaction.
6. Invoice - the tax document shall contain all the requisites of the tax document. The invoice shall contain all the requisites set forth in the Act No. 235/2004 Coll., VAT Act, as amended. The invoice shall be delivered to the Licensee either originally or electronically to the e-mail address faktury@techlib.cz. The invoice shall include a summary of all the Licensed Materials pursuant to the Agreement. The invoice shall also be labeled „IPS CzechELIB, reg. č. CZ.02.1.01/0.0/0.0/16_040/0003542”.
7. If the invoice does not contain the requisites set forth in this Agreement or these are incorrect or incomplete, the Licensee is entitled to return such invoice to the Licensor for completion/correction. In such case, the term of payment shall be interrupted and the new term of payment shall run from the provable invoice delivery date to the Licensee and pursuant to the rules set forth above. The procedure under the previous sentence may also be repeated. Denial of monetary performance and the related return of an invoice in accordance with this paragraph do not constitute a default in the payment by the Licensee.



8. Fulfilment of any financial obligation associated with performance under this Agreement shall be understood as the moment of debiting the full amount from the bank account of the party.
9. The Licensor is not entitled to require any advance payments under this Agreement.
10. The Licensor takes on the risk of a change in circumstances under the Section 1765 (1) of the Act No. 89/2012 Coll., The Civil Code, as amended.

Add-on Products and Negotiated Discounts:

APC Discounts:

The Publisher offers a 15% discount on APC payments in “Science Advances” on the following conditions: The discount is available to the paying author, which is usually the corresponding author, or someone acting on the author’s behalf. The discount can be applied to both CC-BY or CC-BY-NC license types. The discount is valid for all article types. Payment is only requested once a paper has been accepted.

- Licensee/Participating Institutions discounts: Fifteen percent (15%)
- Reporting: Publisher will provide the Licensor OA authorship data, APC payments and discounts annually to report to the Licensee.



Appendix B: Participating Institutions & Fees

All information contained in this Appendix is considered business secrets pursuant to the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, 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 fees of the individual Participating institutions).

<u>Account Name</u>	<u>Renewal Resources</u>	<u>New Resources</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Institute of Physiology of Czech Academy of Sciences	Science Online, Science Classic, Science Signaling, Science Immunology	Science Translational Medicine				
Institute of Physics of the Czech Academy of Sciences	Science Online					
University of Chemistry and Technology, Prague	Science Online					
Biological Center Czech Academy of Sciences	Science Online					
Charles University	Science Online					
Institute of Organic Chemistry and Biochemistry of the CAS	Science Online					
Národní Technická Knihovna, NTK (National Library of Technology)	Science Online					
Institute of Biophysics Czech Academy of Sciences	Science Online					



Masaryk University	Science Online, Science Classic, Science Signaling					
Brno University of Technology		Science Online				
Institute of Biotechnology CAS		Science Online, Science Signaling, Science Immunology				
University of West Bohemia		Science Online				
VŠB - Technical University of Ostrava		Science Online				
TOTAL MEMBERS - 13			<u>\$97 366,35</u>	<u>\$121 085,73</u>	<u>\$122 485,84</u>	<u>\$124 655,02</u>



Appendix C: IP Addresses of Participating Institutions

#	English name	Czech name	IP ranges
1.	Institute of Biophysics of the CAS, v. v. i.	Biofyzikální ústav AV ČR, v.v.i.	195.178.68.1-195.178.68.255 195.178.69.1-195.178.69.255 147.231.203.1-147.231.203.255
2.	Biology Centre CAS	Biologické centrum AV ČR, v.v.i.	147.231.250.0/24 147.231.251.0/24 147.231.252.0/24 147.231.253.0/24
3.	Institute of Biotechnology CAS, v. v. i.	Biotechnologický ústav AV ČR, v. v. i.	147.231.236.8 147.231.236.9 147.231.236.7 147.231.236.10
4.	Institute of Physics of the Czech Academy of Sciences	Fyzikální ústav AV ČR, v. v. i.	147.231.126.0/24 147.231.127.0/24 147.231.26.0/24 147.231.27.0/24 147.231.4.0/24 147.231.232.0/24 147.231.19.32/29 147.231.19.176/29 147.231.234.0/23
5.	Institute of Physiology CAS	Fyziologický ústav AV ČR, v.v.i.	147.231.41.251 147.231.41.24 147.231.41.22 147.231.41.16
6.	National Library of Technology	Národní technická knihovna	195.113.241.0 - 195.113.241.255 195.113.242.0 - 195.113.242.128 195.113.242.128 - 195.113.242.159
7.	Charles University	Univerzita Karlova	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 - 195.113.66.255 195.113.89.0 - 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 - 195.113.149.183 195.113.187.248 - 195.113.187.251 195.113.189.0 - 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
8.	Institute of Organic Chemistry and Biochemistry of the CAS	Ústav organické chemie a biochemie AV ČR, v.v.i.	147.231.18.232-147.231.18.239 147.231.120.0-147.231.123.255 147.231.128.0-147.231.129.255 192.108.128.0-192.108.128.255
9.	VŠB - Technical University of Ostrava	Vysoká škola báňská - Technická univerzita Ostrava	158.196.0.0-158.196.255.255
10.	University of Chemistry and Technology, Prague	Vysoká škola chemicko-technologická v Praze	147.33.*.*



11.	Brno University of Technology	Vysoké učení technické v Brně	147.229.0.0-147.229.255.255
12.	University of West Bohemia	Západočeská univerzita v Plzni	147.228.*.*
13.	Masaryk University	Masarykova univerzita	147.251.0.0-147.251.49.35 147.251.49.37-147.251.255.255



Appendix D: STANDARD LICENSE AGREEMENT TERMS AND CONDITIONS FOR TEXT AND DATAMINING ("TDM")

- I. The terms and conditions herein are further defined by the definitions, terms and restrictions of the **STANDARD LICENSE AGREEMENT** (the "Agreement") of which this Appendix D is a part.
 - II. The terms and conditions herein apply only to non-commercial Participating Institutions with an active subscription to the Licensed Materials as defined in the Agreement.
 - III. The rights granted herein are extended only to Authorized Users as defined in the Agreement who have a predetermined and limited list of articles that they seek to text and/or data mine for non-commercial internal research purposes only.
 - IV. Corporate entities and/or Participating Institutions who wish to use the Licensed Materials for TDM projects that are commercial in nature or that do not meet the criteria of I-III above should contact the Licensor to negotiate a separate License Agreement.
1. **TEXT AND DATA MINING RIGHTS.** Authorized Users of the Licensee, as defined in the Agreement, may, subject to the restrictions below:
- a. Download, at a reasonable rate and speed, articles from the Licensed Materials from the Server for storage on Participating Institution's or third party server or crawl the Licensed Materials, subject to the Spider Rules below;
 - b. Index and extract semantic entities from the copies of the Licensed Materials stored on Participating Institution's or third party server for the purpose of recognition and classification of the relations between them;
 - c. Mount, load, integrate and analyze the results, evaluations, or interpretations on Authorized User's computer or Participating Institution's server dedicated to Participating Institution's text mining system (but not on a library server, repository or archive) for use and access by Authorized Users;
 - d. Distribute aggregate data and analysis produced as a result of TDM of the Licensed Materials in the form of research communications such as scholarly papers, journals, and similar work product created by the Authorized User during the regular course of the Authorized User's research and work for the Participating Institution. In all such cases, Authorized User is required to cite the appropriate journal as the source of the data



and to indicate that the results or views expressed are entirely those of the author;

- e. Make TDM results or conclusions available on an externally facing website (in response to a search query, for example) subject to the limitations in section 2 below.

2. SPIDERING GUIDELINES.

Participating Institutions are permitted to spider the Licensed Materials for TDM according to the following:

- a. The following information must be submitted to Licensor for each Participating Institution who elects to spider the Licensed Material:
 - i. Name of person who will be administrator: _____
 - ii. email address for administrator: _____
 - iii. Participating Institution name and AAAS number:
 - iv. Licensee Address:
 - v. IP address of the computer that will run the spider: _____
 - vi. Agent string of the spider: _____
- b. Crawlers should follow instructions provided in the robots.txt file
- c. Crawlers should limit traffic to no more than two requests per second to any single IP address in the HighWire Press IP range
- d. Crawlers should have a recognizable user agent that makes clear the name of the organization who is performing the crawl
- e. For organizations who do not perform regular content crawls, an email should be sent to gary@highwire.org to inform the HighWire Press System Operations team that an activity is underway
- f. When alerting HighWire Press of a crawling activity, customers should include their IP ranges and a person in their organization who can be contacted if there are any issues.
- g. Licensee must report when it is going to do the crawl, at least one full business day before doing it. Please email gary@highwire.org with a cc: to lj kiser@aaas.org. Notification must include your AAAS#;
- h. Only the current issue may be spidered with each crawl. When a new issue goes online, Licensee should direct the spider to read articles linked to from the current-issue page (e.g. <http://www.sciencemag.org/content/current/>). Do NOT follow the ARCHIVE button's link, since that points to ALL content. Licensee can sign up for Email Alerts to be notified when a new issue goes online;
- i. Crawling/spidering is only permitted on weekends;
- j. Maximum crawl speed permitted is one request every 10 seconds, not threaded (if the spider goes over this speed, HW automatic robot-blocking service will cause it to see error pages instead of site pages);
- k. The crawler must not follow links that go off the journal's own site (e.g. it may not follow reference links to other journals);
- l. Regarding full text articles on the Science website, the spider may only get either the full-text or the PDF, but not both;



m. Please be advised that if a spider causes some other interference with users of the site (or other sites), the spider will be blocked. Publisher not provide customer service for authorized spidering.

3. **LIMITATIONS.** Except as expressly stated in this Appendix D or otherwise permitted in the Agreement or by other written agreement with the Publisher, Participating Institution and its Authorized Users are subject to the limitations on use in the Agreement and may not:

- a. Substantially or systematically reproduce, retain, or redistribute the Licensed Materials;
- b. Perform systematic or substantive extracting, especially for the purposes of creating a product or service for use by third parties;
- c. Use the results or output of TDM to enhance institutional or subject repositories in ways that compete with or have the potential to substitute for or replicate the Licensed Materials or any work of the Publisher;
- d. Where TDM results or conclusions are made available to non-Authorized Users on an externally facing website as a result of a search query, and where such outputs include original, copyright protected material, only a snippet of that original, copyright protected material may be displayed/presented. For the purposes of this Appendix D, a snippet shall mean an extract that is no more than 150 characters. All snippets must cite the appropriate journal as the source of the material;
- e. Extract, develop or use the Licensed Materials for any commercial activity;
- f. Abridge, modify, translate or create any derivative work based on the Licensed Materials, except as may be necessary to make it perceptible on a computer screen to Authorized Users;
- g. Remove, obscure or modify any copyright notices or other notices or disclaimers that appear in the Licensed Materials;

4. **SECURITY.**

- a. Participating Institution agrees to implement and maintain adequate and effective data security systems and measures, in line with international industry standards and best practice, to protect the security of the Licensed Materials from unauthorized disclosure or use.



- b. Publisher shall have the right, at its sole discretion, cost and expense to audit Participating Institution's TDM system at any time during the term of this Agreement.
 - c. Should either Publisher or Participating Institution become aware of abuses of the Licensed Materials emanating from any of Licensee's locations, the party aware of such abuse will notify the other, and both parties will cooperate in locating and attempting to stop the specific individuals who are abusing the service. Should the abuse be persistent and if the specific abuser(s) cannot be identified or stopped, Publisher has the right to suspend rights granted to the Participating Institution in this Appendix D and discontinue access to the Licensed Materials until a remedy can be implemented.
5. **BREACH.** In addition to any contractual rights and remedies under the applicable law, Publisher shall retain the right to deny access to any publisher-hosted content where the Participating Institution is in breach of any of the conditions of this Appendix D. In cases where Participating Institution has made any Licensed Materials available to third parties, Publisher shall be entitled to terminate the Agreement, including this Appendix D, with respect to the Participating Institution, and also to charge the Participating Institution any Subscription Fee that would have been payable to the Publisher had the use in question been licensed. Alternatively, for the avoidance of doubt, the foregoing contractual remedies apply in addition and not in substitution of any rights and remedies for breach available in the law, such as the right to terminate the Agreement, the right to claim damages, and disgorging of any profits generated by activities prohibited under this Appendix D.
6. **POST TERMINATION OBLIGATIONS.** Upon termination of the License or of this Appendix D the Participating Institution shall destroy all copies of the Licensed Materials and portions thereof that were created pursuant to the terms of this Appendix D. Participating Institution agrees to provide a letter signed by an authorized officer of the Participating Institution confirming that all copies have been destroyed no later than 30 days after termination.
7. **FEE.** There is no additional charge for the TDM rights granted herein provided the scope of the TDM remains purely non-commercial as defined above and for as long as the Participating Institution maintains a subscription to the Licensed Materials being mined.



Appendix E: AAAS License to Publish Science Journals License to Publish

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Appendix F: Contract Regarding Terms of Use of Integrated Library Services

Contractual Parties:

National Library of Technology, 160 80 Praha 6 Dejvice, Technická 6/2710, A subsidized organization established by the Ministry of Education, Youth and Physical Training
Organizational ID: 6138 7142 Tax Registration No.: CZ61387142 Bank Account No.: 8032031/0710 (Czech National Bank, Prague) The organization is represented by Mr. Martin Svoboda, Ing., Director of the National Library of Technology (Hereinafter “NTK”) and

Name and surname: _____

Birthdate and place of birth: _____

Home address: _____

City: _____ Postal code: _____ Phone

number: _____

Email: _____

Identity card type and number: _____

(Hereinafter the “Patron”)

Enter into this Contract for use of Integrated Library Services.

1. Integrated Library Regulations

The Contractual Parties undertake to respect provisions of the Integrated Library Regulations accessible on the NTK website. The Patron declares that he or she has read the Integrated Library Regulations and the Rules of the NTK building and that he or she will remain informed about any revisions thereto, respecting the obligations for use of Integrated Library services.

2. Patron group and services provided

In accordance with the provisions 3.2.2 to 3.2.15 of the Integrated Library Regulations, the validity of the Contract stems from the Patron’s valid ID _____ Patron group [AU, AC - GC, AV - GV] and expiration date _____ . 2

Provided services, use [the online tool](#) to find out your privileges Autoprolongation of registration (days before end)

Borrowing Services

Orders / maximum

Loans / maximum

Loan period for books (days)

Loan period for NTK bound periodicals (days)

Loan period for UCT bound periodicals (days)

Loan period for IOCB bound periodicals (days)



Loan period for books and bound periodicals three days / weekend
 Loan period for old and rare items
 Loan for Czech technical standards
 Loan period for eBook readers / tablets (days)
 Loan period for supplementary assortment (days)
 Deposit for borrowing non-Czech books from NTK collection
 Deposit for borrowing non-Czech books from UCT collection
 Deposit for borrowing non-Czech books from IOCB collection
 Penalties for late returns
 Access to NTK eResources on NTK terminals
 Remote access to NTK eResources
 Access to UCT eResources on NTK terminals
 Remote access to UCT eResources
 Access to IOCB eResources on NTK terminals
 Remote access to IOCB eResources
 Internet and PC access at NTK
 Print, copy, and scan services
 Printing from NTK Digital Library (Kramerius)
 Financial account
 Financial account / max. limit
 Individual study carrel rental
 Team study room rental (R=reduced fee)
 Access to 24*7 Reading Room

Service-related Patron claims for the University of Chemistry and Technology (hereinafter "UCT") Patron groups (AV to GV), the Czech Technical University (hereinafter "CTU") Patron groups (AC to GC), the Institute of Organic Chemistry and Biochemistry (hereinafter "IOCB") Patron group (AU), The English College in Prague (hereinafter "ECP") Patron groups (AC to GC), or the Czech University of Life Sciences Prague (hereinafter "CULS") Patron groups (AC to GC) will be verified daily. If UCT, CTU, IOCB, ECP, or CULS do not confirm their relation to the Patron, his/her customer group will be automatically changed to a related standard one (A to G). After confirming a claim, the Patron group will be automatically changed back to the appropriate UCT, CTU, IOCB, ECP or CULS Patron group. 3

3. Rules for using electronic resources licensed by NTK and UCT Prague and electronic services

While using the electronic information resources licensed by NTK and UCT or the electronic services provided by the Integrated Library, the Patron agrees to observe unconditionally the following rules:

- To utilize the electronic information resources for non-commercial use only—i.e., educational, study, or research purposes as well as the Patron's personal needs;
- He/she will not migrate or print full texts of whole eJournals and full texts of eBooks;
- He/she will not cut, modify, translate, or to create any derived works;



□ He/she will not remove, cover, or modify notes about copyright or authorship included or displayed in these texts;

He/she will not transfer acquired full texts (directly or indirectly) for any further distribution;

□ He/she takes into account that all rights, licenses, and interests to the electronic information resources belong to the license provider and its possible suppliers, and that unauthorized spreading of accessible documents or their parts could greatly damage the license provider and its supplier interests.

The Patron affirms that all materials will be used exclusively for non-commercial purposes. Not complying with the rules gives NTK the right to terminate the agreement with the Patron immediately.

4. Rules for using self-service reprographic services

When using self-service reprographic services, the Patron agrees to comply without exception to the following rules:

- To work only with documents from the Integrated Library collection or those that have been provided through interlibrary loan;
- To deal with copies of copyrighted works in accordance with the Copyright Act No. 121/2000 Coll.;
- Pursuant to Sections 30, 90, and 91 of the Copyright Act, to make only one print copy from the electronic copy for personal use; any other use of the electronic copy represents a violation of the Copyright Act;
- He/she will not copy, remove, obscure, or modify any copyright or authorship notices contained or displayed in documents;
- He/she will not transmit or disseminate in any way the copies obtained (directly or indirectly) with intent of subsequent distribution.

The Patron acknowledges that he or she bears sole responsibility for violation of the Copyright Act and is aware of all possible consequences of its infringement, including damages that might arise from any infringement.

5. Personal data protection for Patrons

In conformity with the Act No. 257/2001 Coll., on Libraries and Conditions of Provision of Public Library and Information Services (hereinafter the "Library Act"), as amended, with the Act No. 219/2000 Coll., on Property of the Czech Republic and its Representation in Legal Relations, as amended, and with reference to Section 5, Sub-Section 1, Paragraph b); and Section 5, Sub-Section 2, Paragraphs b) and e) of the Act No. 101/2000 Coll., on Personal Data Protection and 4 Modification of Some Acts, as amended (hereinafter the "Personal Data Protection Act"), NTK is entitled to support the provision of its services by gathering necessary personal data of the Patron and his/her Representative. Acting as the data administrator and processor, it keeps personal data in its Database of Patrons under conditions specified by the Act on Personal Data Protection, until the Patron asks in written form to delete the data, or until five years after termination of the Patron's NTK card or by a settlement by the Customer of his/her last commitment to the Library, whichever condition is fulfilled last. According to Section 12, Sub-Section 2 of the Personal Data Protection Act, and upon a written request of the Patron, NTK is bound to provide information about the



Patron's personal data in the form of an extract of the Patron's record. NTK is entitled to request adequate fees for such a data providing.

The Patron further agrees that NTK keeps the data indicated below in its Patron Registration System. The data is used for conducting surveys regarding NTK's offerings and services and thus for continuous improvement of NTK's information resources over time. Data stored includes: Type of Patron (student; doctoral student; faculty; member of the public; citizen from outside the Czech Republic - permanent resident; or citizen from outside the Czech Republic - temporary resident) as well as address of affiliated institution/employer.

The Patron acknowledges that in accordance with Section 5, Sub-Section 2, Paragraph e) of the Personal Data Protection Act, NTK is also entitled to record any serious violations of Integrated Library Regulations. These notes are also part of the Patron's record in the Registration System.

6. Contract date of expiry

This Contract is for a fixed period: from _____ to _____
CTU, UTC, IOCB, ECP, and CULS students and staff have their contracts automatically prolonged for the duration their relationship; that is, an employment contract or another relationship has been declared by an agreement or student status has been confirmed.

I hereby affirm that the information provided in this document is true and accurate. I am aware that if I have provided false information, I am subject to compliance with the laws of the Czech Republic.

