

## Amendment No. 6 to the Standard License Agreement

(hereinafter referred to as the “Amendment“)

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

(hereinafter referred to as the “Licensee”)

and

Name: **Albertina icome Praha s.r.o.**  
Seat: Praha 1, Štěpánská 16, PSČ 11000  
Identification number: 49612158  
Other details: Registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 20775  
Represented by: Ing. Vladimír Karen, Statutory representative

(hereinafter referred to as the “Licensor”)

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

### INTRODUCTORY PROVISIONS

1.1. On 21 June 2018, the Contracting Parties entered into the Standard License Agreement which defines conditions of cooperation and rights and duties of the Contracting Parties while providing defined Licensed Materials that are set forth in Appendix A to the Licensee and Participating Institutions listed in Appendix B (Participating Institutions & Fees) (hereinafter referred to as the “Agreement”). Agreement was published in the Register of Contracts on 27 June 2018 with the ID of contract 5575519 and eventually amended by Amendment No. 1 concluded on 20 December 2018,



Amendment No. 2 concluded on 1 November 2019, Amendment No. 3 concluded on 19 December 2019, Amendment No. 4 concluded on 17 April 2020.

1.2. The Licensor is a supplier of products of the following organizations:

1. **Association for Computing Machinery (ACM)**, 2 Penn Plaza, Suite 701, NY 10121-0701 New York, USA
2. **American Physical Society (APS)**, One Physics Ellipse, MD 20740-3844 College Park, USA
3. **BioOne**, 21 Dupont Circle NW, Suite 800, DC 20036, Washington, USA
4. **Cambridge University Press**, University Printing House, Shaftesbury Road, Cambridge, CB2 8BS, United Kingdom
5. **Central and Eastern European Online Library GmbH (CEEOL)**, Basaltstrasse 9, D-60487 Frankfurt am Main, Germany
6. **GeoScienceWorld**, 1750 Tysons Boulevard, Suite 1500, McLean, Va 22102, USA
7. **IOP PUBLISHING LIMITED**, Temple Circus, Temple Way, BS1 6HG Bristol, United Kingdom
8. **OECD**, 2 rue André Pascal, 75775 Paris Cedex 16, France
9. **Ovid Technologies GmbH**, Leipziger Platz 7, 10117 Berlin, Germany
10. **THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF OXFORD** trading as **Oxford University Press** of Great Clarendon Street, Oxford OX2 6DP, United Kingdom
11. **ProQuest LLC**, 789 E. Eisenhower Parkway, Ann Arbor, MI, 48108, USA
12. **SAGE Publications, Limited**, located at 1 Oliver's Yard, 55 City Road, London EC1Y 1SP, United Kingdom
13. **The Royal Society of Chemistry**, Thomas Graham House, Science Park, Milton Road, Cambridge CB4 0WF, United Kingdom
14. **Georg Thieme Verlag KG**, Ruedigerstr. 14, 70469 Stuttgart, Germany.

1.3. Because the Contracting Parties intend to include open access publishing conditions in the Appendix B: Participating Institutions & Fees for Cambridge University Press publisher ("Publisher").

1.4. Amendment does not change the original Agreement in any other way than by adjusting the aforementioned conditions. Other terms and conditions remain unchanged.

## 2. SUBJECT-MATTER OF THE AMENDMENT

2.1. The Contracting Parties have agreed that section **Open Access publishing terms** shall be added to the **Appendix B: Participating Institutions & Fees** to the Agreement as follows:



## 4. Cambridge University Press

### Open Access publishing terms

Licensee's and Participating Institution's authors shall be eligible for waiver of the Article Processing Charges (APCs) to publish in fully Open Access journals and subscription-based hybrid Open Access journals that their Participating Institutions subscribe to and at no direct costs to them.

**Eligible Article:** a research, review, brief report, case report or rapid communications article.

**Article Processing Charges (APCs):** the fee a publisher is charging for publishing articles in Open Access.

**Waiver of the APC:** APC free of charge (no payment required from the authors)

**Corresponding Author:** a Participating Institution student or member of staff who handles the manuscript and correspondence during an article's publication process - from manuscript correction and proof reading, to the revisions and re-submission of revised manuscripts up to acceptance. They (a) have the authority to act on behalf of all co-authors in all matters pertaining to publication of the manuscript including supplementary material (b) are responsible for informing the co-authors of the manuscript's status throughout the submission, review, and publication process and (c) act as the point of contact for any enquiries after an article is published.

**Creative Commons License:** Creative Commons Attribution 4.0 License, type of license allowing an author to communicate which rights they reserve and which they agree to waive in order to enable end-users to benefit from a gratis right to reproduce and distribute (and make derivative works from) the original Article. Publisher offers CC-BY, CC-BY-NC-SA, and CC-BY-NC-ND)

**Open Access/OA:** a publishing model that allows content to be published digitally and made accessible without charge to the end-user (subject to the terms of an applicable Creative Commons License).

**Eligibility of the author (Eligible Author):** Corresponding Authors affiliated with the Participating Institution

**Eligible journals:** fully Open Access journals and subscription-based hybrid Open Access journals within the subscribed collections as set in Appendix F, the OA status to be found at <https://www.cambridge.org/core/what-we-publish/open-access>

**Process:** Eligibility for the author is recognized via RightsLink or individual Journal Submission process based on affiliation, email domain, or ORCID (a Step-by-step guide is available for authors via the publishers website or via the CzechELib website).



Range of annual Eligible Author (Corresponding Author) publications: unlimited Open Access publishing of Eligible Articles in Eligible Journals.

Cambridge Core: Publisher's online platform for books and journals

Open Access Workflow:



Eligible Author can be identified through at least one of the following parameters:

- IP ranges specified in Appendix C of this Agreement; and/or e-mail domains as listed in Table of eligible domains below
- persistent identifier, such as ORCID or other recognized institutional identifier as provided by the Corresponding Author and published in the Article Metadata; and/or
- affiliation as stated in the article to be published.

Licensors/distributor shall ensure that:

Publisher shall recognize the eligibility of the Corresponding Author and waive the APC for eligible manuscripts (articles)

Publisher will deliver to the Licensee a quarterly report of the articles that have been published in Open Access in hybrid journals or fully open access journals in each month. The report gives an overview of the:

- name of the Corresponding Author
- Institution
- article title
- DOI; clickable DOI
- journal title; eISSN; print ISSN
- OA license applied
- date first published online
- journal APC
- Corresponding Author email



**Publisher will deliver article metadata to Crossref.** The Publisher shall use best efforts to include at least the following fields of Crossref's format:

- publisher; title
- DOI; member; type; accepted
- container-title; volume
- page
- article-number; published-print; published-online; ISSN
- license (incl. content-version "vor")
- author (incl. ORCID if applicable and affiliation)

The Licensor shall ensure that in case of any processing, delivery or transfer of personal data from Publisher to Licensee, the Publisher ensures that the relevant data subjects (Corresponding Authors) are informed of such processing, delivery, or transfer of their personal data.

**Publisher will host information** relating to the OA publishing opportunities it offers on Cambridge Core website.

Articles published non-OA in Eligible journals during the Term of this Agreement will be eligible for retroactive conversion to OA provided:

- the article was published during the Term of this Agreement; and
- the request to convert to OA is made within the same year the article was published. For example, an article published in March 2021 non-OA will need to be made retroactively OA before the end of 2021. Only the Corresponding Author can request their Article be made OA and this must be done through payment processing software, or correspondence directly with the Publisher.

Retroactive publishing will remain available until Licensor considers that this service is no longer necessary.

The articles by Eligible Author may be subject to Open Access Workflow.

The Publisher will not charge Eligible Authors, or the Participating Institution service fees (e.g. colour-in-print, reprints, posters).

Eligible Authors retain copyright to their publications and only grant Publisher the non-exclusive right to publish all publications immediately and in the first instance under a Creative Commons Attribution license (CC-BY), or CC-BY-NC-SA or CC-BY-NC-ND. Third-party content included in a publication, for example images or graphics, should be clearly labelled and are not affected by these requirements. The Creative Commons CC0 license will be assigned to the data accompanying the Open Access Article. Nothing in this Agreement shall be taken to restrict, limit or curtail any provisions of the Commons Attribution license used for Open Access Articles.

Eligible Authors may opt-out of publishing Open Access Articles and in such cases, the Publisher is not required to seek the approval neither of the Licensee nor Participating Institution.

**Table of the eligible domains:**

#	Institution (English)	Institution (Czech)	E-mail domain(s)*
	<b>FULL</b>		
1.	Masaryk University	Masarykova Univerzita	<a href="mailto:muni.cz">muni.cz</a>
2.	Library of the Czech Academy of Sciences	Knihovna Akademie věd ČR	<a href="mailto:lib.cas.cz">lib.cas.cz</a> , <a href="mailto:knnav.cz">knnav.cz</a>
3.	Jan Evangelista Purkyně University	Univerzita J. A. Purkyně	<a href="mailto:ujep.cz">ujep.cz</a>
4.	Mendel University in Brno	Mendelova univerzita v Brně	<a href="mailto:mendelu.cz">mendelu.cz</a>
	<b>STM</b>		
5.	Institute of Mathematics of the CAS	Matematického ústavu AV ČR	<a href="mailto:math.cas.cz">math.cas.cz</a>
6.	National Library of Technology	Národní Technická Knihovna	<a href="mailto:techlib.cz">techlib.cz</a>
7.	Institute of Computer Science of the CAS	Ústav informatiky Akademie věd ČR	<a href="mailto:cs.cas.cz">cs.cas.cz</a>
	<b>HSS</b>		
8.	National Museum	Národní Muzeum	<a href="mailto:nm.cz">nm.cz</a>

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

**3. FINAL PROVISIONS**

- 3.1. The Amendment shall become valid on the date of signature by both Contracting Parties. The Amendment comes into effect on the date of its publication in the Register of Contracts under the conditions stipulated by Act No. 340/2015 Coll., On the Register of Contracts, as amended. The Amendment will be published by Licensee in the Register of Contracts.
- 3.2. All other provisions of the Agreement shall remain unaffected.  
The Amendment is executed in three counterparts in the English language, each of which has the power of an original. Licensor shall receive one counterpart and Licensee shall receive two counterparts.
- 3.3. The Contracting Parties agree that electronically signed versions of this originally executed Amendment are acceptable in lieu of printed signed copies and are to be given full force and effect under law and each Contracting Party declares that the electronic execution is valid and effective in the jurisdiction the Contracting Party executes the Amendment.



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

