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[Note: Information that will often vary from case to case is in *italics*.]

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

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

data for the Licensee the, Participating Institutions, individual campuses and labs, 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 ensure that the Publisher will use a reasonable efforts to 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, such consent not to be unreasonably withheld, conditioned or delayed, 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, such consent not to be unreasonably withheld, conditioned or delayed, 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 Participating Institution's prior written consent, not to be unreasonably withheld, conditioned or delayed, or unless specifically required by law.

7.23 **Confidentiality of Personally Identifiable Information.** The Distributor agrees and shall ensure that no personally identifiable information, 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 by the applicable law or with the Licensee's or the relevant individual's consent. If the Distributor or the Publisher is compelled by law or court order to disclose personally identifiable information of the Authorized Users or patterns of use, the Distributor shall provide the Licensee with adequate prior written notice as soon as is reasonably 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 reasonably practicable if the Distributor's or the Publisher's systems are breached and the confidentiality of personally identifiable information relating to the Licensee is compromised.

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

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

- 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 the Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11.
- 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 use its reasonable endeavours to 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 Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11.
- 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 commercially possible, the Distributor will allow and shall 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 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.** The Distributor undertakes and shall ensure that the Publisher will also undertake to keep the Licensee informed of any alternative business models during the term of this Agreement, including but not limited to business models taking into account both journal subscriptions and Article Publication Charges for Open Access publishing in so-called hybrid journals. Should the Licensee agree to switch to any such alternative business model, the Parties will formalize the new business model by concluding a separate contract or a respective addendum to this Agreement.

8. Licensee Performance Obligations

8.1 **License Terms Notification.** The Licensee shall ensure that the Participating Institutions will use all reasonable efforts to provide the Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement.

8.2 **Protection from Unauthorized Use.** The Licensee shall ensure that the Participating Institutions will use all reasonable efforts to restrict access to the Licensed Materials only to the Authorized Users in order to avoid any unauthorized use of the Licensed Materials.

8.3 **Maintaining Confidentiality of Access Passwords.** Where access to the Licensed Materials is to be controlled by the use of passwords, the Licensee shall ensure that the Participating Institutions will use all reasonable efforts to inform Authorized Users that they should not divulge their numbers and passwords to any third party. The Licensee shall ensure that the Participating Institutions will also use all reasonable efforts to maintain the confidentiality of any institutional passwords provided by the Distributor or the Publisher.

8.4 The Licensee undertakes to use all reasonable efforts to ensure that the Participating Institutions will comply with the terms of this Agreement and will at all times 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 undertakes to use all reasonable efforts to ensure that the Participating Institutions will ensure that only the Authorized Users use the Licensed Materials and then only in accordance with 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 ("**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.
- 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.)

Note: In case the Effective Date of this Agreement falls after 1 January 2021, the Availability of Licensed Materials must be amended accordingly.

10. Renewal

- 10.1 This Agreement shall be renewable at the end of the current term for a successive one (1)-year term unless either Party gives the other party written notice of its intention to cancel this Agreement no less than ninety (90) days prior to the end of the current term.

11. Early Termination

- 11.1 **Early Termination for Financial Hardship.** The Licensee may terminate this Agreement without penalty as of 31 December 2021 if sufficient content acquisitions funds are not allocated to enable the Licensee and/or the Participating Institutions, in the exercise of the Licensee's reasonable administrative discretion, to continue this Agreement. In the event of such financial circumstances, the Licensee will notify the Distributor in writing of the intent to terminate this Agreement at least 30 days before the end of the respective Subscription Period. This Agreement shall terminate on the last day of the respective Subscription Period without penalty of expense to the Licensee of any kind whatsoever, except as to the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available. In the event of such termination of this Agreement, the Licensee and the Participating Institutions shall maintain their (where applicable) continued access rights to the Licensed Materials under fully paid Subscription Periods, subject to Section 12.
- 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 thirty (30) 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 thirty (30)-day period, the non-breaching Party shall have the right to terminate this Agreement with a written notice. 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, subject to Section 12. In addition, authorized copies of the Licensed Materials made by the Authorized Users may be retained for educational purposes and used subject to the terms of this Agreement even after the termination of this Agreement.
- 11.4 **Refunds.** In the event of early termination pursuant to this Agreement, except for termination for a material breach by the Licensee,, the Licensee shall be entitled to a refund of any Fee or pro-rata portion thereof paid by the Licensee for any remaining period of this Agreement calculated from the date of termination.

12. Continued Access Rights

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

Note: This paragraph applies only to the Licensed Materials which are perpetual, so it is obligatory only for e-journals and e-books with permanent license - in contrast to factual, citation or similar databases and e-resources.

13. Warranties

- 13.1 The Distributor 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 set out in this Agreement,

and that, to the best of its knowledge and belief, use of the Licensed Materials by the Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party. The Distributor warrants that it is authorized to fulfil any of its obligations set out in this Agreement and that this is ensured in the contract concluded with the Publisher.

- 13.2 **Accessibility Requirements.** The Distributor represents and warrants that the Licensed Materials comply with the Distributor's and also 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) 2.0 at level AA. The Distributor shall also promptly respond to and use reasonable efforts to resolve any complaint regarding accessibility of the Licensed Materials and use reasonable efforts to ensure that necessary measures are taken by the Publisher, if necessary.⁵

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, 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 the 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 published purely

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

by the Publisher (and not by any of the publishing partners of the Publisher) by the Licensee or any Participating Institution or any Authorized User provided that:

1. Neither the Licensee, the Participating Institutions nor the Authorized Users make any admission without the prior written consent of the Publisher;
2. The Licensee and the Participating Institutions shall give the Publisher all the assistance it requests in defending any such claim; and
3. The indemnity shall be limited to the amount actually paid to the Distributor by the Licensee.

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. Assignment and Transfer

- 16.1 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.

17. Governing Law

(left intentionally blank)

18. Dispute Resolution & Venue

- 18.1 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 which are not subject to or affected by the 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 to responsible executives of the Parties, who shall act in good faith to resolve the dispute.

18.2 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. During such court action, the Parties shall continue to perform their respective obligations under this Agreement which are not subject to or affected by the dispute.

19. Force Majeure

19.1 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 reasonable 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.

20. Entire Agreement

20.1 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.

21. Amendment

21.1 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.

21.2 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 Annex 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 licenses for potential Participating Institutions in Annex B.

22. Severability

22.1 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.

23. Waiver of Contractual Right

23.1 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.


24. Notices

24.1 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

24.2 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 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 deemed delivered on the fifth (5th) business day following their proven posting.

24.3 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.

24.4 If to the Distributor:

- Albertina icome Praha s.r.o.
- Štěpánská 16, 110 00, Praha 1
- Czech Republic
- Email: 

24.5 If to the Licensee:

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

National Library of Technology
Technická 6, 160 80 Praha 6 - Dejvice
Czech Republic

- E-mail: 

25. Audit Rights

25.1 The Distributor acknowledges that the Licensee can be audited by a respective authority and that the conditions regulating the financing of the Licensee may require that the Licensee ensure the necessary cooperation of the Distributor or the Publisher in order to conduct a proper audit of the Licensee. For this purpose, where necessary to comply with the applicable law, the Distributor is obliged to provide, as well as ensure that the Publisher will also provide, all the necessary cooperation, information, declaration and documents concerning the Licensee to any auditing/controlling body authorized to carry out an audit of the Licensee in compliance with the rules and regulations of the Czech Republic and mandatory rules of the European Union regarding financial control, especially regarding the grants. The Distributor shall also cooperate, as well as ensure that the Publisher will also cooperate, with persons authorized to execute the audit of the Licensee by such auditing bodies. The Distributor and the Publisher shall not be entitled to any remuneration, compensation or any other benefit for providing cooperation as described above. This cooperation can include, but shall not be limited to:

- (a) providing confirmation when the Licensed Materials became accessible as stipulated;
- (b) providing information regarding the fulfillment of the payment terms stipulated in this Agreement or information with respect to a potential outstanding Fee due by the Licensee;
- (c) providing information whether the public procurement procedure occurred as recorded in the protocol drawn up by the Licensee;
- (d) providing cooperation for the purposes of a potential crime investigation.

25.2 Failure to provide cooperation as described in Section 25.1 directly causing that an effective audit could not be realized shall be deemed a serious breach of this Agreement, and the Licensee may seek to terminate this Agreement for breach pursuant to Section 11. The Distributor is obliged to fully compensate any damage that should arise directly as a result of failure to perform the duty to cooperate described in Section 25.1. Duties described in Section 25 shall survive the termination of this Agreement.



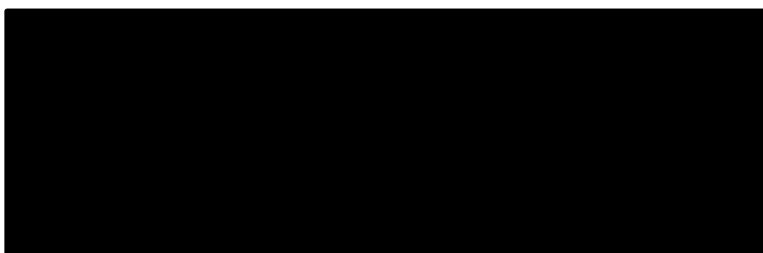
26. Execution

- 26.1 The Agreement itself shall be signed by the authorized signatory of the Distributor. and the Licensee
- 26.2 This Agreement is drawn up in three counterparts in the English language, each of which has the power of an original. The Distributor shall receive one (1) counterpart and the Licensee shall receive two (2) counterparts.
- 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 the Agreement.



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

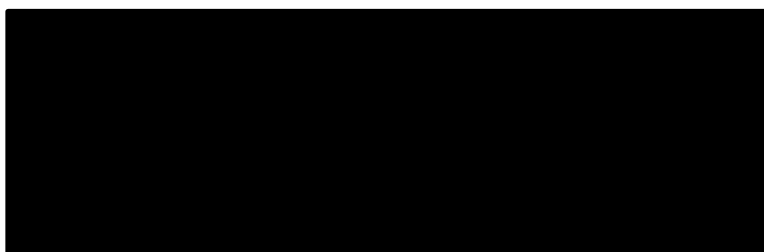
DISTRIBUTOR:



DATE: _____

Statutory Representative
Albertina icome Praha s.r.o.
Štěpánská 16
110 00 Praha 1
Czech Republic
E-mail: vladimir.karen@aip.cz

LICENSEE:



DATE: _____

Director of National Library of Technology
National Library of Technology
Technická 6
160 80 Praha 6 - Dejvice
Czech Republic



Appendix A: Business Terms

Licensed Material: IOPscience extra

- **Number of titles:** see Appendix D
- **Dates covered:** see Appendix D
- **Description:** IOPscience extra is IOP Publishing's premium electronic-only subscription package offering researchers more than 150 years of vital scientific, technical and medical research ever published. Featuring over 85 prestigious journals, this includes our renowned Journal of Physics series, as well as the Digital Archives of The Electrochemical Society (ECS). Available for the first time, the ECS Archives provide access to over 146,000 research articles dating back to 1930. Flagship journals and retired publications are seamlessly integrated with current content in the IOPscience extra platform. In our portfolio you will find titles covering physics, materials science, biosciences, astronomy and astrophysics, environmental sciences, mathematics, and interdisciplinary sciences, including education. IOPscience extra offers more than 1.1 million articles. On average around 7,646 full-text articles are added every month via technical reports, review articles, conference proceedings and special issues as well as regular papers. This package provides international breakthroughs, pioneering achievements and exciting new developments across areas that reflect the needs of the scientific research community.

Agreement Term: Effective Date - 31 December 2021 + optional 1 January 2022 - 31 December 2022

Access Conditions: Unlimited simultaneous user system-wide continued access

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

Fees and Negotiated Discounts:

- Total Fee 2021-2022: 35 200,00 GBP
- License Fee / year:
2021: 17 426,00 GBP
2022: 17 774,00 GBP
- Ongoing Fees, e.g. access fee, if any; indicate any waived fees
- One-time Fees; indicated any waived fees

Payment Terms:

1. The Fee shall be paid to the Distributor's bank account no.: [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 2021 shall be paid in the whole amount, regardless of the beginning of the Agreements' effectiveness.

3. All the prices (Fee) under this Agreement are set forth as final, unchangeable and the maximum allowable.
4. The value added tax shall be added to all the prices (Fee) under this Agreement in the value prescribed by the law.
5. The Fee for each commenced calendar year of the duration of this Agreement shall be paid in two (2) partial payments within one invoice with the following maturity:
 - Max 50% on 20 February of the given year for which the Licensed Materials are paid (maturity of the first partial payment);
 - Max 50% on 30 April of the given year for which the Licensed Materials are paid (maturity of the second partial payment);
 - The above-mentioned maturities are applicable only if the invoice (all the invoices) is delivered to the Licensee no later than fifteen (15) days before the stated maturity of the first part payment, i.e. by the end of 5 February of the given year;
 - If the invoice is delivered later, at the latest within fifteen (15) days prior to the due date of the second part payment, i.e. in the term beginning from 5 February 1 March to 15 April of the given year, the due date of the first part payment shall be within fifteen (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 fifteen (15) days of the provable invoice delivery date.
6. The invoice shall be issued in the currency specified in this Agreement. In the event that there are multiple currencies specified in this Agreement for each Licensed Material, the Distributor 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) valid as at the date of the taxable transaction.
7. 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 licensing@czechelib.cz. The invoice shall include a summary of all the Licensed Materials pursuant to this Agreement. The invoice shall also be labeled "IPS CzechELib, reg. č. CZ.02.1.01/0.0/0.0/16_040/0003542". 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.
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.
 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, 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.



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

Institution - English name	Price 2021	Price 2022
J. Heyrovsky Institute of Physical Chemistry of the CAS		
University of Ostrava		
Tomas Bata University in Zlín		
Total without VAT	£17 426	£17 774

POTENTIAL PARTICIPATING INSTITUTIONS

Potential Participating (English)	Potential Participating (Czech)
Czech University of Life Sciences	Česká zemědělská univerzita v Praze
St. Anne's University Hospital Brno	Fakultní nemocnice u sv. Anny v Brně
University of South Bohemia in České Budějovice	Jihočeská univerzita v Českých Budějovicích
Masaryk University	Masarykova univerzita
Mendel University in Brno	Mendelova univerzita v Brně
University of Pardubice	Univerzita Pardubice
University of Veterinary and Pharmaceutical Sciences Brno	Veterinární a farmaceutická univerzita Brno
University of Economics, Prague	Vysoká škola ekonomická v Praze
Institute of Mathematics of the Czech Academy of Sciences	Matematický ústav AV ČR, v. v. i.
Institute of Computer Science of the CAS, v. v. i.	Ústav informatiky AV ČR, v.v.i.
Charles University	Univerzita Karlova
ŠKODA AUTO UNIVERSITY	ŠKODA AUTO VYSOKÁ ŠKOLA o.p.s.

Technical University of Liberec	Technická univerzita v Liberci
Institute of Information Theory and Automation	Ústav teorie informace a automatizace AV ČR, v.v.i.
Brno University of Technology	Vysoké učení technické v Brně
National Library of Technology	Národní technická knihovna
Institute of Macromolecular Chemistry, Czech Academy of Sciences	Ústav makromolekulární chemie AV ČR, v. v. i.
University of Chemistry and Technology, Prague	Vysoká škola chemicko-technologická v Praze
University of West Bohemia	Západočeská univerzita v Plzni
Comenius National Pedagogical Museum and Library	Národní pedagogické muzeum a knihovna J. A. Komenského
Czech Technical University in Prague	České vysoké učení technické v Praze
Library of the Czech Academy of Sciences	Knihovna AV ČR, v. v. i.
Silesian University in Opava	Slezská univerzita v Opavě
Palacky University Olomouc	Univerzita Palackého v Olomouci
Centre of Cardiovascular and Transplantation Surgery	Centrum kardiovaskulární a transplantační chirurgie Brno
Institute for Clinical and Experimental Medicine	Institut klinické a experimentální medicíny
Masaryk Memorial Cancer Institute	Masarykův onkologický ústav
Police Academy of the Czech Republic in Prague	Policejní akademie České republiky v Praze
Academy of Performing Arts in Prague	Akademie múzických umění v Praze
University of Hradec Kralove	Univerzita Hradec Králové
VŠB - Technical University of Ostrava	Vysoká škola báňská - Technická univerzita Ostrava
Museum of West Bohemia	Západočeské muzeum v Plzni



Appendix C: IP Addresses of Participating Institutions

Institution (English)	Institution (Czech)	IP ranges
J. Heyrovsky Institute of Physical Chemistry of the CAS	Ústav fyzikální chemie J. Heyrovského AV ČR, v. v. i.	147.231.28.0-147.231.31.255
University of Ostrava	Ostravská univerzita	195.113.102.0-195.113.112.127 78.128.128.0-78.128.146.255 195.113.209.36-195.113.209.39 195.113.209.56-195.113.209.63
Tomas Bata University in Zlín	Univerzita Tomáše Bati ve Zlíně	195.178.88.0-195.178.95.255 195.113.96.0-195.113.99.255



Appendix D: Title list

- Number of titles: 93
- Dates covered: see below

Titles	E-ISSN	Start year	End Year
2D Materials	2053-1583	2014	2021
Advances in Natural Sciences: Nanoscience and Nanotechnology	2043-6262	2019	2021
Applied Physics Express	1882-0786	2008	2021
Astronomical Journal	1538-3881	1998	2021
Astrophysical Journal	1538-4357	1996	2021
Astrophysical Journal Letters	2041-8213	2010	2021
Astrophysical Journal Letters	0004-637X	1995	2009
Astrophysical Journal Supplement Series	1538-4365	1996	2021
Biofabrication	1758-5090	2009	2021
Bioinspiration and Biomimetics	1748-3190	2006	2021
Biomedical Materials	1748-605X	2006	2021
Biomedical Physics & Engineering Express	2057-1976	2015	2021
Chinese Physics B Formerly: Chinese Physics Formerly: Acta Physica Sinica (Overseas Edition)	2058-3834 1741-4199 -	2008 2000 1992	2021 2007 1999
Chinese Physics C	2058-6132	2008	2021
Chinese Physics Letters	1741-3540	1984	2021
Classical and Quantum Gravity	1361-6382	1984	2021
Communications in Theoretical Physics	1572-9494	1982	2021
Computational Science & Discovery	1749-4699	2008	2015
Convergent Science Physical Oncology	2057-1739	2015	2018
Distributed Systems Engineering	1361-6390	1993/1994	1999
Electronic Structure	2516-1075	2019	2021
ECS Journal of Solid State Science and Technology	2162-8777	2012	2021
ECS Transactions	1938-5862	2005	2021
Electrochemical and Solid State Letters In 2012 this titles divided into: ECS Electrochemistry Letters, and; ECS Solid State Letters	1944-8775 2162-8734 2162-8750	1998 2012 2012	2012 2015 2015
EPL	1286-4854	1986	2021
European Journal of Physics	1361-6404	1980	2021
Flexible and Printed Electronics	2058-8585	2016	2021
Fluid Dynamics Research	1873-7005	1986	2021
Inverse Problems	1361-6420	1985	2021
Izvestiya: Mathematics * Formerly: Russian Academy of Sciences: Izvestiya Mathematics Formerly: Mathematics of the USSR – Izvestiya	1468-4810 - -	1995 1993 1967	2021 1995 1992
Japanese Journal of Applied Physics	1347-4065	1962	2021



Journal of Breath Research	1752-7163	2007	2021
Journal of Cosmology and Astroparticle Physics	1475-7516	2003	2021
Journal of High Energy Physics	1029-8479	1997	2009
Journal of Instrumentation	1748-0221	2006	2021
Journal of Micromechanics and Microengineering	1361-6439	1991	2021
Journal of Neural Engineering	1741-2552	2004	2021
Journal of Optics Formerly: Journal of Optics A: Pure and Applied Optics (from 1999) (Formed by merger of Journal of Optics (1977-1998) and Pure and Applied Optics: Journal of the European Optical Society Part A (1992-1998)) Formerly: Nouvelle Revue d'Optique (1973- 1976) Formerly also Nouvelle Revue d'Optique Appliquée (1970-1972)	2040-8986 1741-3567 - 1361-6617 - -	2010 1999 1977 1992 1973 1970	2021 2009 1998 1998 1976 1972
Journal of Physics A: Mathematical and Theoretical (from 2007) Formerly: Journal of Physics A: Mathematical and General (1975-2006) Formerly: Journal of Physics A: Mathematical, Nuclear and General (1973-1974) Formerly: Journal of Physics A: General Physics (1968-1972)	1751-8121 1361-6447 - -	2007 1975 1973 1968	2021 2006 1974 1972
Journal of Physics B: Atomic, Molecular and Optical Physics (from 1988) Formerly: Journal of Physics B: Atomic and Molecular Physics (1970-1987) In 2006 this journal merged with Journal of Optics B: Quantum & Semiclassical Optics(1999-2005) Formerly Quantum and Semiclassical Optics: Journal of the European Optical Society Part B (1995-1998) Formerly Quantum Optics: Journal of the European Optical Society Part B (1989-1994)	1361-6455 - 1741-3575 1361-6625 -	1988 1968 1999 1995 1989	2021 1987 2005 1998 1994
Journal of Physics: Condensed Matter (from 1989) Formed by merger of: Journal of Physics C: Solid State Physics (1970- 1988) Journal of Physics F: Metal Physics (1971- 1988)	1361-648X - -	1989 1968 1971	2021 1988 1988
Journal of Physics D: Applied Physics Formerly British Journal of Applied Physics (1950 – 1967)	1361-6463 -	1968 1950	2021 1967
Journal of Physics G: Nuclear and Particle Physics Formerly: Journal of Physics G: Nuclear Physics (1975-1988)	1361-6471 -	1989 1975	2021 1988
Journal of Radiological Protection Formerly : Journal of the Society for Radiological Protection (1981 - 1987)	1361-6498 -	1988 1981	2021 1987
Journal of Semiconductors	2058-6140	2009	2021
Journal of Statistical Mechanics: Theory and Experiment	1742-5468	2004	2021
Journal of The Electrochemical Society Formerly: Transactions of The Electrochemical Society Formerly: Transactions of The American Electrochemical Society	1945-7111 1945-6859 2156-7395	1948 1931 1930	2021 1947 1930
Laser Physics	1555-6611	2013	2021



Laser Physics Letters	1612-202X	2004	2021
Materials Research Express	2053-1591	2014	2019
Measurement Science and Technology Formerly: Journal of Physics E: Scientific Instruments (1968-1989) Formerly Journal of Scientific Instruments (1923 – 1967)	1361-6501 - -	1990 1968 1923	2021 1989 1967
Methods and Applications in Fluorescence	2050-6120	2013	2021
Metrologia	1681-7575	1965	2021
Modelling and Simulation in Materials Science and Engineering	1361-651X	1992	2021
Multifunctional Materials	2399-7532	2018	2021
Nano Futures	2399-1984	2017	2021
Nanotechnology	1361-6528	1990	2021
Nonlinearity	1361-6544	1988	2021
Nuclear Fusion	1741-4326	1960	2021
Physica Scripta	1402-4896	1970	2021
Physical Biology	1478-3975	2004	2021
Physics Education	1361-6552	1966	2021
Physics in Medicine & Biology	1361-6560	1956	2021
Physics in Technology Formerly: Review of Physics in Technology (1970 – 1972)	- -	1973 1970	1988 1972
Physics-Uspekhi Formerly: Soviet Physics Uspekhi (1958 – 1992)	1468-4780 -	1993 1958	2021 1992
Physics Bulletin		1950	1988
Physics World	2058-7058	1988	2021
Physiological Measurement Formerly: Clinical Physics and Physiological Measurement (1980-1992)	1361-6579 -	1993 1980	2021 1992
Plasma Physics and Controlled Fusion Formerly: Plasma Physics (1967-1983) Formerly Journal of Nuclear Energy Part C, Plasma Physics, Accelerators, Thermonuclear Research (1959- 1966)	1361-6587 - -	1984 1967 1959/1960	2021 1983 1966
Plasma Research Express	2516-1067	2019	2021
Plasma Science and Technology	2058-6272	1999	2021
Plasma Sources Science and Technology	1361-6595	1992	2021
Proceedings of the Physical Society (1958-1967)	-	1958	1967
Proceedings of the Physical Society Section A (1949-1957)	-	1949	1957
Proceedings of the Physical Society Section B (1949-1957)	-	1949	1957
Proceedings of the Physical Society (1926-1948)	-	1926	1948
Proceedings of the Physical Society of London (1874-1925)	-	1874	1925
Publications of the Astronomical Society of the Pacific	1538-3873	1889	2021
Quantum Electronics Formerly: Soviet Journal of Quantum Electronics	1468-4799 -	1993 1971	2021 1992
Quantum Science and Technology	2058-9565	2016	2021
Reports on Progress in Physics	1361-6633	1934	2021



Research in Astronomy and Astrophysics Formerly Chinese Journal of Astronomy and Astrophysics	2397-6209 -	2009 2001	2021 2008
Russian Chemical Reviews	1468-4837	1960	2021
Russian Mathematical Surveys	1468-4829	1960	2021
Sbornik:Mathematics * Formerly: Russian Academy of Sciences: Sbornik Mathematics Formerly: Mathematics of the USSR – Sbornik	1468-4802 - -	1995 1993 1967	2021 1995 1993
Semiconductor Science and Technology	1361-6641	1986	2021
Smart Materials and Structures	1361-665X	1992	2021
Superconductor Science and Technology	1361-6668	1988	2021
Surface Topography: Metrology and Properties	2051-672X	2013	2021
Transactions of the Optical Society (1899-1932)	-	1899	1932
Translational Materials Research	2053-1613	2014	2018

* - Volumes re-numbered in 1995 – no gap in volume

