

Amendment No. 2 to the Standard License Agreement

(hereinafter referred to as the “Amendment“)

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

(hereinafter referred to as the “Licensee”)

and

Name: EBSCO Information Services s.r.o.
Seat: Klimentská 1746/52, 110 00 Praha 1
Identification number: 49621823
Other details: Registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 24504
Represented by: Cary Alan Bruce, Managing director

(hereinafter referred to as the “Licensor”)

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

1. INTRODUCTORY PROVISIONS

1.1. On July 13, 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 (hereinafter referred to as the “Agreement”). Agreement was published in the Register of Contracts on July 24, 2018 with the ID of contract 5782263 and eventually amended by Amendment No. 1 concluded on September 22, 2020.

1.2. The Contracting Parties intend to include open access publishing conditions in the **Appendix A: Business terms** and adjust pricing in both **Appendix A: Business terms** and **Appendix B: Participating Institutions**.



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

2. SUBJECT-MATTER OF THE AMENDMENT

2.1. The Contracting Parties have agreed that

2.1.1. Appendix A: Section Fees and Negotiated Discounts, shall be modified as follows:

Total Fee: £280 608

	2018	2019	2020	2021	2022
Total Fees by Year	£51 843	£54,436	£57,157	£57,157	£60,015

2.1.2. Appendix B: Participating Institutions table with prices for Participating Institutions shall be modified in the table as follows:

Product	Institution	Name in English	ORG ID	2021	2022	APCs*				
Emerald Engineering eJournal Collection	Vysoké učení technické v Brně	Brno University of Technology	[REDACTED]	£57,157	£60,015					
	Západočeská univerzita v Plzni	University of West Bohemia								
Emerald Library Studies eJournal Collection	Masarykova univerzita	Masaryk University								
	Moravská zemská knihovna v Brně	Moravian Library								
Emerald Managements eJournal Portfolio	Masarykova univerzita	Masaryk University								
	Vysoké učení technické v Brně	Brno University of Technology								
Emerald Operations, Logistics & Quality eJournal Collection	ŠKODA AUTO Vysoká škola	ŠKODA AUTO University								
Emerald eJournal Premier	Knihovna AV ČR, v.v.i.	Academy of Sciences CR								
	Národní technická knihovna	National Library of Technology								
							£57,157	£60,015		

*Unlimited only in the subscribed package

2.2. The Contracting Parties have agreed that section **Open Access publishing term** shall be added to the **Appendix A: Business terms** to the Agreement as follows:

3. Open Access publishing terms

Definitions

Eligible Author: authors who are affiliated with a Participating Institution as student or teaching and research staff employed by or otherwise accredited to the Participating Institution.

3.1 In consideration of the Fee(s), the Publisher will issue an unlimited number of vouchers for 2021 and 2022 that can be redeemed by Eligible Authors for publishing their content in accordance with and subject to the conditions of this clause (Vouchers).

3.2 Eligible Authors will be eligible to use the Vouchers for articles accepted for publication:

3.2.1 in any Emerald subscription journal supporting Gold Open Access options on www.emerald.com/insight that the Eligible Author's Institution has subscribed to in the relevant period;

3.2.2 in any Emerald fully gold open access journal; or

3.2.3 on any Emerald open access publishing platform.

3.3 Acceptance of articles for publication will be subject to the acceptance criteria (including editorial and peer review standards) for the applicable journal/platform and must represent original research.

3.4 A condition of acceptance is that the Eligible Authors must agree that, and grant all necessary rights to enable the accepted article to be published under a Creative Commons Attribution 4.0 International (CC BY 4.0) licence (or other open access licence agreed between the Eligible Author and the Publisher).

3.5 The Parties acknowledge that Eligible Authors have either the option to publish Eligible Articles as envisaged by this clause, or a standard publishing license (i.e. on subscription basis).

3.6 Eligible Authors will be identified using email address if the email address is part of the list of domain names of the Participating Institution and the affiliation to the Participating Institution is recognized. For the avoidance of doubt, e-mail subdomains of any of the domains listed in Appendix C shall be used for identification of Eligible Authors too. The parties might change this identifying process and amend this Agreement accordingly, when the changes and amendments are agreed by both parties. During the term, if:

3.6.1 an Eligible Author does not appropriately identify themselves and then publishes an article on a subscription basis, the Publisher shall not be required to then convert the article so that it is published open access pursuant to this clause; and

3.6.2 the Publisher fails to identify authors as Eligible Authors despite the author correctly providing the identification parameters and then publishes their article on a subscription basis, the Publisher shall be responsible to revert the article so that it is published pursuant to this clause if requested by the Eligible Author and the author is in fact an Eligible Author.

3.7 The Publisher will deliver to the Licensee a quarterly report of the articles that have been published in hybrid journals or fully open access journals in each quarter. The report shall include the following details:

- Name and email address of the corresponding author
- Date of acceptance
- Online publication date
- Journal Title
- Article title
- Article type
- DOI
- CC license type
- Number of Vouchers used to date and number of Vouchers remaining.

3.8 The Contracting Parties have agreed the following table shall be added to the **Appendix C: IP Addresses** to the Agreement as follows:

#	Institution (English)	Institution (Czech)	E-mail domain(s) *
1	Brno University of Technology	Vysoké učení technické v Brně	vut.cz vutbr.cz
2	University of West Bohemia	Západočeská univerzita v Plzni	zcu.cz
3	Masaryk University	Masarykova univerzita	muni.cz
4	Moravian Library in Brno	Moravská zemská knihovna v Brně	mzk.cz
5	ŠKODA AUTO UNIVERSITY	ŠKODA AUTO Vysoká škola	savs.cz
6	Library of the Czech Academy of Sciences (on behalf of all CAS institutes)	Knihovna AV ČR, v.v.i. (za celou AV ČR)	cas.cz arub.cz brno.avcr.cz cerge-ei.cz czechglobe.cz fzu.cz iach.cz ibp.cz ipm.cz isibrno.cz ivb.cz knav.cz ufe.cz
7	National Library of Technology	Národní technická knihovna	techlib.cz

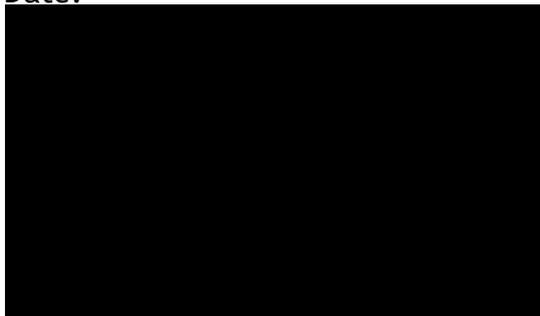
*possible e-mail subdomains not explicitly listed

4. FINAL PROVISIONS

- 4.1. 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. The Amendment will be published by Licensee in the Register of Contracts.
- 4.2. All other provisions of the Agreement shall remain unaffected.
- 4.3. 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.
- 4.4. 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.

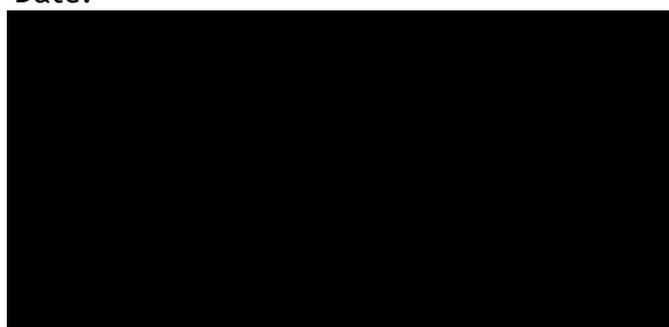
IN WITNESS WHEREOF, the Contracting Parties have executed this Amendment by their respective, duly authorized representatives.

Date:



Licensor
Cary Alan Bruce
Managing Director

Date:



Ing. Martin Svoboda
Director of National Library of Technology

