

**OXFORD UNIVERSITY PRESS  
JOURNALS SUPPLEMENT  
STANDARD TERMS AND CONDITIONS**

**AGREEMENT DATED 19 April 2021 BETWEEN**

- (1) THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD trading as Oxford University Press of Great Clarendon Street, Oxford OX2 6DP, United Kingdom** (the “Publisher”); and
- (2) University Hospital Kralovske Vinohrady, Srobarova 1150/50, 100 34 Prague, Czech Republic, VAT CZ00064173 (INTERCARDIS EU project Nr. CZ.02.1.01/0.0/0.0/16\_026/0008388)** (the “Sponsor”)

**WHEREAS** the Publisher publishes European Heart Journal Supplements (the “Journal”).

**WHEREAS** the Sponsor would like to sponsor an English-language supplement to the Journal which supplement would be entitled tbc InterCardis Project (the “Supplement”), the specifications of which are set forth in the Journals Supplement Quotation EHEART 2021-11 (the “Quotation”) which is attached hereto and incorporated by reference; and

**WHEREAS** the Publisher has agreed to publish the Supplement on the terms and conditions herein.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**1) SPONSOR’S OBLIGATIONS**

- a) The Sponsor undertakes to work separately with the Publisher in respect of editorial matters, including the appointment of a guest editor for the Supplement (the “Guest Editor”), as appropriate, as soon as reasonably practicable after the date of this Agreement, to notify the Publisher in writing promptly when it has done so, and to procure all necessary rights from such Guest Editor (including but not limited to the right to use the Guest Editor’s name, likeness and biographical information in and on the Supplement and in and on any portion thereof).
- b) The Sponsor undertakes to:
  - i) Enlist suitable contributors to prepare contributions to the Supplement (the “Contributors”);

- ii) Ensure that each Contributor sign a license to publish form provided by the Publisher which shall grant the Publisher all the rights necessary for it to publish each contribution, and ensure that this is returned to the Publisher (it being understood and agreed that without such license the contribution will not be published in the Supplement).
- iii) Ensure that copyright permissions are obtained for all third-party material contained in the Supplement (including without limitation textual extracts or illustrations, photographs, maps, diagrams and tables), and maintain records of such permissions and provide copies of such documentation to the Publisher upon written request from the Publisher;
- iv) Review the content submitted by Contributors for scope, accuracy, and quality, and suggest revisions as necessary to make the Supplement satisfactory to the Publisher;
- v) Edit and coordinate, in collaboration with the Publisher , a text that complies with any guidelines provided to the Sponsor by the Publisher promptly upon receipt by the Sponsor;
- vi) Ensure that the quality of the Supplement meets the standards of the Journal (as shall be communicated by the Publisher), in the Publisher's sole discretion;
- vii) Deliver the draft Supplement to the Publisher in electronic format, as specified by the Publisher, on a schedule mutually agreed upon between the Publisher and the Sponsor in writing, it being understood and agreed that time is of the essence.

2) **PUBLISHER'S OBLIGATIONS:**

- a) Subject to: (i) the Publisher's approval of the finished material; and (ii) the Publisher's receipt of any and all necessary licenses/grants of copyright and permissions, the Publisher undertakes to:
  - i) Publish the Supplement in accordance with the Specifications set forth in Section II of the Quotation; and
  - ii) Deliver the Supplement to the Journal subscribers, and the Sponsor, as specified in the Quotation, subject to the terms and conditions of this Agreement.
- b) The Supplement must be satisfactory to the Publisher in organization, content and form. Subject to the foregoing, the Publisher is not obliged to accept the material submitted for publication unless, in the Publisher's opinion, it is fit for publication, regardless of whether the Publisher may have accepted any partial submissions prior to submission of the final materials. If the Publisher does not publish the Supplement pursuant to the foregoing, no amounts will be invoiced to the Sponsor and no damages, claims, actions, or proceedings with respect thereto, either legal or equitable, founded on breach of

contract, default, or failure to publish or otherwise, may be pursued against the Publisher by the Sponsor or its agents or assigns.

- c) It is expressly acknowledged and agreed that the Publisher may copyedit materials submitted for inclusion in the Supplement to make them conform to the Publisher's style of punctuation, spelling, capitalization, and usage.
- d) The Sponsor agrees that following acceptance of the Supplement by the Publisher, the Publisher may decline to make any amendments or alterations to the Supplement requested by the Sponsor or the Contributors at the Publisher's sole discretion. Notwithstanding the forgoing, the Publisher may amend and alter the Supplement in such manner as the Publisher may reasonably consider necessary and the Publisher agrees to discuss any material changes to the content of the Supplement with the Sponsor.

3) **INTELLECTUAL PROPERTY; USE OF NAME AND LIKENESS.**

- a) The Sponsor hereby grants the Publisher an exclusive license for the legal term of copyright (including any renewals, extensions, reversion, and continuations thereof) by itself or with others to print, publish, republish, transmit, display, sell and distribute the Supplement (or any portion thereof) in all languages throughout the world in any form of media or expression hereafter developed or invented (including without limitation any form of electronic publication distribution or transmission that the Publisher may wish) and to license the rights to others to do the same.
- b) The Sponsor hereby grants to the Publisher, for the legal term of copyright, the right to display the Sponsor's name and logo in and on the Supplement or any portion thereof.

4) **REPRESENTATIONS AND WARRANTIES**

- a) The Sponsor warrants to the Publisher its assignees and licensees that: the Sponsor has the full power and authority to enter into this Agreement; the Sponsor has the unencumbered right to authorize the publication of the Supplement; the Sponsor has procured all necessary rights in all content submitted for inclusion in the Supplement; the Sponsor has procured all necessary rights to display the Guest Editor's name, likeness and biographical information in and on the Supplement or any portion thereof; all content submitted for inclusion in the Supplement is original, except for material of third parties that may be included within the Supplement with the Publisher's consent and the written permission of the copyright proprietor (or written determination of the Publisher that permission is not needed); no part of the Supplement has previously been published in any form; nothing included in the Supplement is in any way whatsoever a violation or infringement of any existing copyright or license or duty of confidence or duty to respect privacy or any other right of any person or party whatsoever; the Supplement contains nothing libelous, defamatory, obscene, or in any other way unlawful or misleading; the Sponsor has not misrepresented to the Publisher any Contributor's academic or other credentials; all statements in the Supplement

purporting to be facts are true, and any recipe, formula, diagram, table, recommended treatment, dosage, or instruction contained therein, whether textual or illustrative, and whether intended to be informative or instructional, is based on the best information currently available.

- b) The Sponsor agrees to indemnify and hold harmless the Publisher, its affiliates, assignees, and licensees (each, an "Indemnitee") against any loss, injury, expense (including reasonable attorneys' fees and expenses), settlement or judgment arising out of any claim by third parties that the above representations or warranties have been breached. In the event such a claim is brought against an Indemnitee, the Publisher will have the right to defend against such claim with counsel of its own choice. The Sponsor agrees to cooperate in the defense of any such claim and will have the right at its own expense to participate in the defense thereof.
- c) The Sponsor acknowledges that Supplements for journals that are indexed for MEDLINE at the time of this Agreement are cited and indexed for MEDLINE **only** if certain conditions are met. Please refer to the following link for details of these conditions: <http://www.nlm.nih.gov/pubs/factsheets/supplements.html>.

5) **CHARGES**

- a) The Publisher will invoice the Sponsor for the charges set forth in item III of the Quotation upon publication by the Publisher of the Supplement and will send such invoice to the invoice address specified in the Quotation.
- b) Payment is due within 30 days of receipt by the Sponsor of an invoice from the Publisher.
- c) The charges provided for in this Agreement are exclusive of any separate charges which may be payable by the Sponsor to any guest editor and/or contributors in relation to the Supplement. Any such charges shall be subject to a separate understanding between the relevant parties.
- d) The charges are exclusive of any value added tax which may be payable on the sums specified, where applicable.

6) **TAX COMPLIANCE**

The Sponsor shall not engage in any activity, practice or conduct which would constitute, or be regarded as, an offence under any law or regulation applicable to it, consisting of the fraudulent, or otherwise unlawful, evasion of any tax.

7) **ETHICAL CONDUCT**

6.1 The Sponsor represents and warrants that it shall not act, or omit to act, in such a way as to give rise to a breach by it, or any of its Affiliates, of any applicable law related to fraud, bribery, corruption or any related matter.

6.2 The Sponsor represents and warrants that it shall not offer, promise, pay, give or authorise (tacitly or otherwise) any financial or other advantage, on behalf of Publisher:

- i) to any person in order to induce that person improperly to perform a function or activity in connection with a business or organization, a person's employment, or a public function; or
- ii) to any Official to influence that Official in connection with obtaining business or a business advantage for them or any of Publisher or its Affiliates.

6.3 The Sponsor shall maintain adequate procedures designed to prevent any persons who perform services for them or on their behalf from undertaking the activities described in clause 7.2 above to obtain or retain business or a business advantage for them or for any of Publisher or its Affiliates.

6.4 The Sponsor shall promptly report any apparent breach of clauses 7.1 or 7.2 to Publisher.

6.5 The Sponsor shall comply with the OUP Partner Code of Conduct, as provided to the Sponsor and as updated by Publisher from time to time, in the execution of any services for or on behalf of Publisher.

6.6 Publisher shall have the right to terminate this Agreement immediately on written notice, without liability, for breach of clauses 7.1 or 7.2.

6.7 In this clause 7:

- i) "Official" shall mean (a) an individual who holds a legislative, administrative, or judicial position of any kind of any country or territory, or any subdivision of any country or territory; (b) any person who performs public functions in any branch of any national, local or municipal government or who exercises a public function for any public agency or public enterprise; and (c) an official or agent of a public international organisation, such as the UN or the World Bank;
- ii) "Affiliate" shall mean, in relation to a party, a person who is, from time to time, a subsidiary or parent of that party, or is a subsidiary of that party's parent; and
- iii) The record keeping, audit and other related provisions set out in clause 7.8 shall continue for six years after termination of this Agreement.

6.8 The Sponsor shall:

- i) maintain accurate and complete records of all expenditures related to performance of this Agreement and the steps taken by the Sponsor to take adequate procedures pursuant to clause 7.3 and make such records available to Publisher, its advisors and auditors on reasonable notice;
- ii) co-operate with Publisher and its third party representatives both in relation to any investigation in respect of matters relating to fraud, bribery, corruption or

any related matter, and in case of any reasonably suspected breach of this clause 7; and

- iii) answer, in reasonable detail, any written or oral inquiry from Publisher related to the Sponsor's compliance with this clause.

8) **CANCELLATION; TERMINATION**

- a) The Sponsor may cancel the Supplement at any time provided that: (i) the Sponsor must provide the Publisher with prompt written notice of cancellation; (ii) the Sponsor must pay the Publisher for any costs incurred by the Publisher until receipt of such notice, which amounts shall be agreed upon between the parties and shall include the costs incurred for peer-review, if any; and (iii) if the notice is received following the Publisher's submission of the manuscript for typesetting, the Sponsor must pay eighty percent (80%) of the charges set forth in the Quotation, which amount shall be invoiced by the Publisher.
- b) Without prejudice to any right or remedy either party may have against the other for breach or non-performance of this Agreement, each party shall have the right to terminate this Agreement by notice in writing to the other party with immediate effect if:
  - i) the other party commits a material breach of the terms of this Agreement or, in the case of any such breach capable of remedy, fails to remedy or repeats such breach after receiving written notice from the party seeking to terminate the Agreement to remedy it within a period of at least 30 days;
  - ii) an order is made or resolution passed for the winding-up or bankruptcy of the other party, any distress or execution is levied on any of its property or effects, a receiver is appointed over any of its assets, the other party compounds or makes any voluntary arrangement with its creditors or any class thereof, or the other party is dissolved or otherwise ceases to exist, or such dissolution or ceasing to exist is imminent, or the other party ceases its usual business operations.
- c) Termination of this Agreement for whatever reason shall not affect the liabilities or obligations of the parties with respect to the other accruing up to the date of termination.

9) **GENERAL**

- a) No party hereto shall have any right to make any representations for another of the parties or to assume or create any obligation or liability on behalf of or in the name of another of the other parties, save as expressly provided in this Agreement, unless such party obtains the prior written consent of the party on whose behalf that party would

be acting. Neither this Agreement nor the relationship entered into between the parties shall comprise a partnership.

- b) No party hereto shall be entitled to assign this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld, delayed or conditioned).
- c) This Agreement, together with the Quotation attached hereto, constitutes the entire agreement between the parties in relation to the subject matter hereof and shall supersede all previous communications, representations, agreements or understandings, either oral or written, between the parties with respect to the subject matter hereof save that this Clause shall not apply to any statement, representation or warranty made fraudulently.
- d) If any term condition or other provision of this Agreement is held to be invalid, void or unenforceable or to render this Agreement or any part of it void or unenforceable, then that provision shall be severable from the remaining terms conditions and provisions of this Agreement, which will continue in force and be construed as if such provision had never been contained in this Agreement.
- e) No party hereto shall be liable hereunder to the other parties for any loss, damage, injury, or delay due to any reasonable cause beyond that party's control, including (without prejudice to the generality of the foregoing expression) acts of Government, strikes, lock-outs, fire, lightning, explosion, flood, storm, riot, civil commotion, acts of war, or theft.
- f) This Agreement shall not be amended, varied or supplemented except in writing signed by duly authorised representatives of both parties.
- g) No provision of this Agreement is intended to be enforceable by a person who is not a party to this Agreement.
- h) This Agreement may be executed in any number of identical counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which together shall constitute one and the same instrument. Furthermore, each party agrees that signatures exchanged by facsimile, e-mail, or other digital or electronic means are intended to authenticate this Agreement and shall have the same validity, force and effect hereunder as manual signatures.
- i) This Agreement is subject to the laws of England The parties submit to the non-exclusive jurisdiction of the English Courts
- j) All notices required to be given under this Agreement shall be given in writing in English and sent by e-mail (provided the sender confirms receipt and sends a confirmation copy by mail within twenty four [24] hours thereof), to the appropriate mailing address set out in the Quotation, or email address number set forth below, or such other address as the party concerned shall from time to time designate by notice pursuant to this Clause. Such notices shall be deemed to be served three (3) business days after having been sent by mail; and one (1) business day after being sent by next-day delivery service or by e-mail. All notices to the Publisher shall be marked for the attention of the Group Legal Director. All notices to the Sponsor shall be marked for the attention of the Sponsor contact set forth in the Quotation.

If to Publisher:

Email: XXXXXXXXXXXXXXXXXXXX

If to Sponsor:

Email: XXXXXXXXXXXXXXXXXXXX

**THE PUBLISHER AND THE SPONSOR EACH ACCEPT AND AGREE TO THE TERMS OF THIS AGREEMENT.**

Signed by.....

For and on behalf of THE CHANCELLOR MASTERS  
AND SCHOLARS OF THE UNIVERSITY OF OXFORD  
TRADING AS OXFORD UNIVERSITY PRESS

Name: XXXXXXXXXXXXXXXXXXXX

Position: Account Manager

Date: 5. 5. 2021

Signed by.....

For and on behalf of University Hospital Kralovske Vinohrady

Name: XXXXXXXXXXXXXXXXXXXX

Position: Deputy for Medical and Preventive Care, Representative of the Statutory Body

Date: 30. 4. 2021



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QUOTATION**

**I. GENERAL INFORMATION**

DATE OF QUOTATION: 8 April 2021

QUOTATION NUMBER: EHEART 2021-11 InterCardis Project

PUBLISHER: Oxford University Press

JOURNAL: European Heart Journal Supplements

CLIENT/SPONSOR: University Hospital Kralovske Vinohrady; project Interventional treatment of life-threatening cardiovascular diseases – INTERCARDIS, project EU Nr. CZ.02.1.01/0.0/0.0/16\_026/0008388

Name: XXXXXXXXXXXXXXXXXXXX, Deputy Head of Cardiocentre, Research coordinator for InterCardis project

Contact Information:

Mailing Address: University Hospital Kralovske Vinohrady  
Srobarova 50  
100 34 Prague 10  
Czech Republic

E-Mail Address: XXXXXXXXXXXXXXXXXXXX

Telephone Number: cell: XXXXXXXXXXXXXXXXXXXX

Invoice Address:

University Hospital Kralovske Vinohrady  
INTERCARDIS EU project Nr. CZ.02.1.01/0.0/0.0/16\_026/0008388  
Srobarova 1150/50  
Prague, ZIP code 100 34  
Czech Republic  
VAT - CZ00064173

DESIRED PUBLICATION DATE:

Deadline Date: may be able to submit the manuscripts possibly by November 2021 and we wish to have this issue published by June-July (September at latest) 2022.

Issue of the Journal Supplement is to be mailed with (if applicable): tbc

Conference or Symposium (Y/N): N

## II. SUPPLEMENT SPECIFICATIONS

Number of Pages	80
Number of supplementary data files for the online version. Please note: where data files exceed 2 per article a fee may be applicable and will be included in the charges section III below	None known
Number of Subscriber Copies	NIL
Number of 1 <sup>st</sup> run Copies (for Sponsor)	100
Supplement Format	Online only
Number of colourPages	NIL
Open Access Required CC-BY-NC	Yes
Acknowledgment of financial support	Supported by Interventional treatment of life-threatening cardiovascular diseases – INTERCARDIS, project EU Nr. CZ.02.1.01/0.0/0.0/16_026/0008388
Publication in following databases	PubMed and Scopus

## III. CHARGES

Any changes to the Supplement Specifications set forth in item II above that result in a change to the following charges shall be agreed upon in writing by the parties.

In the event that final page count of the Supplement is lower or higher than the number set forth in the Specifications above, the cost shall be adjusted by the Publisher based on the final page count.

The estimated cost provided below is for Supplements published during the 2022 calendar year, only. Publication thereafter shall be subject to price adjustments based upon the Publisher's then-current pricing.

Total estimated cost (excluding dispatch/shipping costs):	Online only publication for 80 pp	= £13,884
	Open Access (CC-BY-NC) for 10 papers 35% discount has been applied on the per-paper charge here)	= £19,500
	Additional 100 print copies (in b/w)	= £1,050
	<b>Total cost of supplement</b>	<b>=£ 34,434</b>
	<i>Colour page requirements/charges tbc Delivery charges tbc</i>	