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- 7.18 **Withdrawal of Licensed Materials.** The Publisher reserves the right to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. The Distributor shall use reasonable efforts to ensure that the Publisher will give prior written notice of the withdrawal to the Licensee and the Participating Institutions as soon as is practicable, but in no event less than thirty (30) days in advance of such withdrawal, specifying the item or items to be withdrawn. Such a notice may also be given directly by the Publisher to the Licensee.
- 7.19 If any such withdrawal renders the Licensed Materials less useful to the Participating Institutions or the Authorized Users, the Distributor shall reimburse the Licensee for the withdrawal in an amount proportional to the Fee. If any such withdrawal 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 of this Agreement.
- 7.20 **Itemized Holdings/Title List.** Prior to the beginning of every calendar year, the Distributor or the Publisher will provide the Licensee with the current itemized holdings report that will specify the titles included in the Licensed Materials for the next Subscription Period (as specified in Section 9.3 of this Agreement). The Distributor shall ensure that the Publisher will use reasonable efforts to update itemized holdings reports as soon as is practicable when the holdings information changes, and will provide this information in a timely manner to the Licensee on request. This information may also be provided by means of a Publisher's website. If the Licensed Materials include content covered by the NISO Knowledge Bases And Related Tools (KBART) Recommended Practice,² the Distributor or the Publisher will use reasonable efforts to provide itemized holdings lists for the Licensed Materials in a KBART-compliant format, including a column/field for dates (YYYY-MM) of additions.
- 7.21 **Usage Statistics.** The Distributor shall use reasonable efforts to ensure that the Publisher will provide access to both composite system-wide use data and itemized data to the Licensee for the Participating Institutions, 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 use reasonable efforts that the Publisher will comply with the implementation time frame specified by COUNTER to provide usage statistics in the new standard format. It is more than

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

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

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, 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, 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 the relevant Participating Institution's prior written consent or unless specifically required by law.

7.23 **Confidentiality of Personally Identifiable Information (Personal Data).** The Distributor agrees and is obliged to ensure that the Publisher ensures that no personally identifiable information (personal data), 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 or allowed by the applicable law, particularly by the Data Protection Law (as specified in Section 0 of this Agreement). If the Distributor or the Publisher is compelled by law or court order to disclose personally identifiable information (personal data) of the Authorized Users or patterns of use, the Distributor shall provide the Licensee with adequate prior written notice as soon as is 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 practicable if the Distributor's or Publisher's systems are breached and the confidentiality of personally identifiable information (personal data) is compromised.

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 their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement.

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

- 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 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 Licensee, the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement.
- 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 reasonably possible, the Distributor will 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 or the Participating Institutions' own 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.** Open Access terms are defined in Appendix E.
- 7.30 The Distributor recognizes and acknowledges that a new Directive on Copyright in the Digital Single Market⁵ has been adopted by the European Union which implements direct statutory authorizations of research organizations to open access and to employ data mining techniques to materials to which they have lawful access. The Directive provides that these rights may not be contractually excluded. The Member States of the European Union will implement this Directive into their national legal orders. The Distributor therefore agrees, once the rules in this Directive become effective, to renegotiate this Agreement to the necessary extent (if necessary). This shall also apply in case of any other obligatory statutory changes.

⁵ Directive of the European Parliament and of the Council on copyright in the Digital Single Market No. (EU) 2019/790.

8. Licensee Performance Obligations

- 8.1 **License Terms Notification.** The Licensee shall secure that the Participating Institutions will use 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 secure that the Participating Institutions will use reasonable efforts to restrict access to the Licensed Materials to the Authorized Users in the case of their 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 secure that the Participating Institutions will use reasonable efforts to inform the Authorized Users that they should not divulge their numbers and passwords to any third party. The Licensee shall secure that the Participating Institutions will also use reasonable efforts to maintain the confidentiality of any institutional passwords provided by the Distributor or the Publisher.
- 8.4 The Licensee shall use all reasonable efforts to ensure that the Participating Institutions will comply with the terms of this Agreement and will 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 shall use all reasonable efforts to ensure that the Participating Institutions will ensure that the Authorized Users only use the Licensed Materials in accordance with the license terms set out in 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 or on the date specified as the beginning of this Agreement Term in Appendix A (whichever occurs later) ("**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 of this Agreement.
- 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.

10. Renewal

Intentionally left blank

11. Early Termination

11.1 **Early Termination for Financial Hardship.**

The Licensee may terminate this Agreement, even partially with respect to particular Participating Institution or Participating Institutions, without penalty as of 31 December 2023 and subsequently every potential 31 December of the following Subscription Period if (i) sufficient content acquisitions funds are not allocated, or (ii) content acquisition funds are withdrawn or reduced, or (iii) the relevant Participating Institution does not have sufficient funds to participate, 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 (such as proved Participating Institution's library budget reduction by a minimum of 20%), the Licensee will notify the Distributor of the intent to terminate this Agreement or partially terminate this Agreement at least sixty (60) days before the end of the respective Subscription Period. This Agreement shall terminate in the selected extent 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 Participating Institutions shall maintain their perpetual right to the Licensed Materials under fully paid Subscription Periods, subject to Section 12 of this Agreement.

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 sixty (60) 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 sixty (60)-day period, the non-breaching Party shall have the right to terminate this Agreement with a written notice, however, if such material breach would concern or relate merely a certain Participating Institution or Participating Institutions, the Distributor has the right to terminate this Agreement only partially with respect to this or these Participating Institutions. 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 (in case of a partial termination of this Agreement only with respect to the particular Participating Institution and their Authorized Users), subject to Section 12 of this Agreement. 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 termination due to the Licensee's failure to comply with the Agreement that is not remedied in a grace period, financial obligations under this Agreement shall survive the termination of this Agreement through the end of the calendar year currently in force only, and Distributor shall ensure that the Publisher will honor the open access pilot terms for Affiliated Corresponding Authors whose articles are accepted for publication through the end of that calendar year. The Licensee will not be entitled to any refund or prorated portion of the current year's Licensing Fees. If the Agreement is terminated due to the Publisher/Distributor's failure to comply with the Agreement that is not remedied in a grace period, the Agreement will be terminated and a pro rata refund based upon the Read portion of the Agreement will be calculated.

11.5 **Termination of this Agreement for losing right to grant the License.** The Distributor and the Licensee shall agree to terminate the Agreement upon delivery of notice from the Publisher to the Distributor terminating the Distributor's right to grant the License. The Distributor agrees to inform the Licensee immediately upon receipt of such notice from the Publisher by providing the Licensee with Publisher's written notice and direct confirmation by the Publisher that the notice is valid. The Publisher's notice of termination of the right for the Distributor to grant the License shall be delivered to the Licensee no later than 90 days before the next subscription period to which the Distributor loses the right to grant the License. The Distributor warrants that access shall remain unaffected until the end of the then current subscription period, provided the Licensee is not in violation of the terms of this Agreement. Notice of termination of this Agreement is valid only in the case that the Publisher's notice provides assurance that the Publisher shall continue the grant of the License to the Licensee directly, and under the same pricing and general conditions.

12. Perpetual Rights

12.1 **Perpetual License.** Notwithstanding anything else in this Agreement, the Distributor grants or shall ensure that the Publisher will provide the Licensee and the Participating Institutions with access to the full text of the Perpetual Access Content by engaging the services of third-party trusted archives (such as Portico) and/or participating in collaborative archiving endeavors to exercise its perpetual use rights, i.e. to access all content in the ACM Digital Library published during the term of this Agreement as well as all ACM DL and other ACM content subscribed to by the Licensee in previous Agreements. Such use shall be in accordance with the provisions of this Agreement, all of which shall survive any termination of this Agreement. The means by which the Licensee and/or 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.

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.

12.2 **Archival Copy.** Intentionally omitted.

12.3 In the event the Distributor or Publisher discontinues or suspends selling or licensing the Licensed Materials, the Licensee, Participating Institutions and Authorized Users may use such archived Licensed Materials under the same terms as defined by this Agreement. If the Licensee has a backup copy of the Licensed Materials as defined in Section **Chyba! Nenalezen zdroj odkazů.** of this Agreement, the backup copy may be used as an archival copy.

12.4 **Third-Party Archiving Services.** The Distributor and the Licensee acknowledge, and the Distributor shall ensure that the Publisher will also acknowledge, that either Party may engage the services of third-party trusted archives and/or participate in collaborative archiving endeavors to exercise the Licensee's rights under this section of this Agreement. The Distributor agrees to cooperate and ensure that the Publisher will also cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Materials available for archiving purposes. The Participating Institutions may perpetually use a third-party trusted system or collaborative archive to access or store the Licensed Materials, so long as the Participating Institutions' use is compliant with the terms of this Agreement. The third-party archiving partner must be mutually agreed upon by the Publisher and the Licensee.

12.5 In the event the Distributor or Publisher discontinues or changes the terms of their participation in a third-party archiving service, they 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.

13. Warranties

13.1 The Distributor represents and warrants that it has, together with the Publisher, all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee that could further authorize the Participating Institutions and their Authorized Users to use the Licensed Materials for the purposes and terms set out in this Agreement, and that the use of the Licensed Materials in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party. The Distributor represents and warrants that it is authorized together with the Publisher to fulfill any and all of its obligations set out in this Agreement and that its contractual or other relationship with the Publisher allows it to fulfill these obligations.

13.2 **Accessibility Requirements.** The Distributor represents and warrants that the Licensed Materials comply with the Distributor's and 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 resolve any complaint regarding accessibility of the Licensed Materials and ensure that necessary measures are taken by the Publisher, if necessary.⁶

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 Authorized Users from and against any and all liabilities, losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from actual or alleged infringement of any third-party intellectual property rights regarding the use of the Licensed Materials by the Licensee or any Participating Institution or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This Section shall survive the termination of this Agreement.
- 15.2 The Licensee shall indemnify and hold harmless the Distributor and the Publisher for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from any third party claim related to an Authorized User's use of the Licensed Materials. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This Section shall survive the termination of this Agreement.

⁶ <http://www.w3.org/WAI/guid-tech.html>

16. Data Protection

- 16.1 For the purpose of this Agreement, **Data Protection Law** shall mean the General Data Protection Regulation (EU) 2016/679 (the “Regulation”) and the European Privacy and Electronic Communications Directive (Directive 2002/58/EC), as amended or replaced from time to time, and the terms “personal data”, “processing”, “processor”, “controller”, “personal data breach”, “data subject” and “supervisory authority” shall all have the meanings ascribed to them under the applicable Data Protection Law.
- 16.2 Without any prejudice to Section 4.2(c) of this Agreement, if any personal data is processed under this Agreement by either Party or by the Publisher, the Parties agree that each Party, including the Publisher, shall act as a data controller for the purposes of Data Protection Law, unless such arrangement would be contrary to the Data Protection Law. Each Party, including the Publisher, shall (i) only process personal data in compliance with, and shall not cause itself or the other Party or the Publisher to be in breach of Data Protection Law and (ii) act reasonably in providing such information and assistance as the other Party may reasonably request to enable it to comply with its obligations under Data Protection Law.
- 16.3 Each Party will notify the other Party or the Publisher without undue delay if it becomes aware of a personal data breach relating to the processing of personal data in connection with this Agreement and shall act reasonably in co-operating with the other Party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the personal data breach.
- 16.4 If either Party receives any communication from any supervisory authority relating to the processing or personal data in connection with this Agreement, it shall (i) provide the other Party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other Party in respect of any response to the same.

17. Assignment and Transfer

- 17.1 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.

18. Governing Law

- 18.1 This Agreement and all matters arising from or in connection hereto 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.

19. Dispute Resolution & Venue

- 19.1 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 unless such performance would be objectively hindered due to the existing 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 while being represented by their responsible executives, who shall act in good faith to resolve the dispute.
- 19.2 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. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this 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 unless such performance would be objectively hindered due to the existing dispute.

20. Force Majeure

- 20.1 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 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.

21. Entire Agreement

- 21.1 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. For the avoidance of doubt, additional terms and conditions as defined in Section 7.6 of this Agreement shall not modify the terms of this Agreement.

22. Amendment

22.1 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.

22.2 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 Appendix 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 the licenses for these Potential Participating Institutions in the Appendix B.

23. Severability

23.1 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.

24. Waiver of Contractual Right

24.1 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.

25. Notices

25.1 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.

25.2 Notices regarding the 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 presumed delivered on the third (3rd) business day following their proven posting if the delivery address is in the Czech Republic, and on the fifth (5th) day if the delivery address is outside the Czech Republic.

25.3 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.

25.4 If to the Distributor:

- Distributor: Albertina icome Praha s.r.o.
- Address of Distributor: Štěpánská 16,
- City of Distributor: Praha 1
- Country of Distributor: Czech Republic
- Postal Code of Distributor: 110 00
- E-mail: [REDACTED]

25.5 If to the Licensee:

- Licensing contact:
- Address of Licensee: Head of Licensing Unit
CzechELib
National Library of Technology
Technická 2710/6, 160 80 Praha 6 – Dejvice
Czech Republic
- E-mail: [REDACTED]

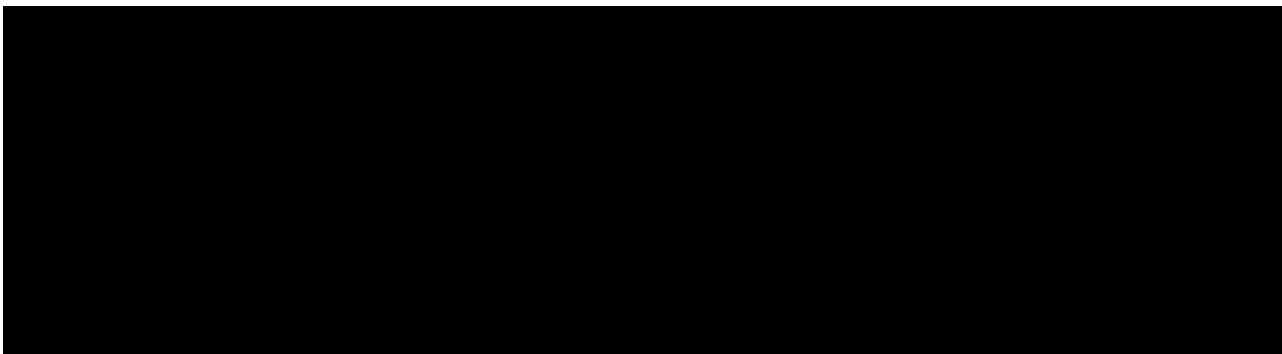
26. Execution

26.1 This Agreement itself shall be signed by the authorized signatory of the Distributor and the Licensee.

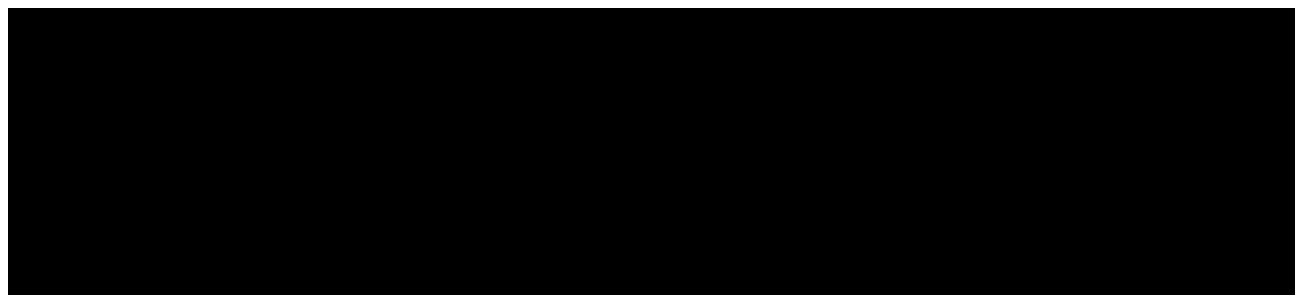
26.2 This Agreement is executed in electronically version and each Party receives one electronic counterpart.

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 this Agreement.

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



Statutory Representative
Albertina icome Praha s.r.o. Štěpánská 16
110 00 Praha 1
Czech Republic



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

Appendix A: Business Terms

Licensed Materials:

- Name: **ACM Digital Library Open**
- Number of titles: see Description
- Dates covered: 1936 - 2025
- Description: The ACM Digital Library is a research, discovery and networking platform containing i) the Full-Text Collection of all ACM publications, including journals, conference proceedings, technical magazines, newsletters and books, ii) a collection of curated and hosted full-text publications from select publishers, iii) the ACM Guide to Computing Literature, a comprehensive bibliographic database focused exclusively on the field of computing and iv) a richly interlinked set of connections among authors, works, institutions, and specialized communities.

60 peer reviewed scholarly journals; 2 fully Open Access peer reviewed scholarly journals; 7 technical magazines, ACM's complete collection of conference proceedings containing over 2,500 volumes of scholarly materials; and 37 technical newsletters sponsored by ACM's technical Special Interest Groups (SIGs)

Access to the ACM Books Collections (<https://dl.acm.org/acmbooks>) is not included in this Agreement but is available for purchase via separate agreement.

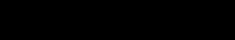
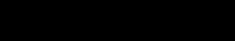
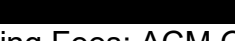
An up-to-date list of the contents of the ACM Digital Library is posted at <https://dl.acm.org/about/content>

Agreement Term: January 1, 2023 – 31 December 2025

Access Conditions: Unlimited simultaneous user system-wide perpetual access

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

Fees and Negotiated Discounts:

- Total Fee 2023-2025: 256,000.00 USD (exclusive of VAT)
- License Fee / year:
- 2023 
- 2024 
- 2025 
- Ongoing Fees: ACM Open has no associated fees
- One-time Fees: ACM Open has no associated 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 2023 shall be paid in the whole amount, regardless of the beginning of this Agreement's effectiveness.
3. All the prices (Fee) under this Agreement are set forth as final, unchangeable and the maximum allowable and cover and include all activities relating to the performance under this Agreement. The Distributor may not charge any additional costs or expenses to the Licensee. The value added tax shall be added to all the prices under this Agreement in the value prescribed by the law.
4. The Fee for each commenced calendar year of the duration of this Agreement shall be paid in two (2) partial payments within one invoice issued at the earliest at the beginning of the calendar year to which the fees relate 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 15 May 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 partial payment, i.e. by the end of 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 partial payment, i.e. in the term beginning from to 30 April of the given year, the due date of the first partial payment shall be within fifteen (15) days from the date of the provable invoice delivery. The maturity of the second partial payment remains unaffected;
 - If the invoice is delivered later, the due date of both partial payments shall be within fifteen (15) days of the provable invoice delivery date.
5. 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.
6. 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 [REDACTED]. The invoice shall include a summary of all the Licensed Materials pursuant to this Agreement. 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.

7. 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.
8. 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.
9. The Distributor is not entitled to require any advance payments under this Agreement.
10. Each Party shall bear its own costs in connection with this Agreement. The bank fees for the bank transfer are shared between the Parties.
11. 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.
12. 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.
13. 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, or in the event that the Licensee is aware of the facts decisive for the legal liability of the Licensee for the payment of VAT within the meaning of Section 109 of the VAT Act, 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.

Add-on Products and Negotiated Discounts: N/A

Deeply Discounted Print (DDP) Titles: N/A

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

Fees for Read

Institution - English name	Cur.	Fee 2023	Fee 2024	Fee 2025
Charles University	USD			
Czech Technical University in Prague	USD			
Masaryk University	USD			
Brno University of Technology	USD			
Technical University of Ostrava	USD			
University of West Bohemia	USD			
University of Economics, Prague	USD			
University of Hradec Králové	USD			
National Library of Technology	USD			
TOTAL excl. VAT	USD			
GRAND TOTAL excl. VAT	USD			

Fees for Publish

Institution - English name	Cur.	Fee 2023	Fee 2024	Fee 2025
Charles University	USD			
Czech Technical University in Prague	USD			
Masaryk University	USD			
Brno University of Technology	USD			
Technical University of Ostrava	USD			
University of West Bohemia	USD			
University of Economics, Prague	USD			
University of Hradec Králové	USD			
National Library of Technology	USD			
TOTAL excl. VAT	USD			
GRAND TOTAL excl. VAT	USD			

Total Fees for Read & Publish

Institution - English name	Cur.	Fee 2023	Fee 2024	Fee 2025
Charles University	USD			
Czech Technical University in Prague	USD			
Masaryk University	USD			
Brno University of Technology	USD			
Technical University of Ostrava	USD			
University of West Bohemia	USD			
University of Economics, Prague	USD			
University of Hradec Králové	USD			
National Library of Technology	USD			
TOTAL excl. VAT	USD			
GRAND TOTAL excl. VAT	USD			256,000.00

POTENTIAL PARTICIPATING INSTITUTIONS

Potential Participating Institutions (Czech)	Potential Participating Institutions (English)
Agrotest fyto, s.r.o.	Agrotest Fyto
Akademie múzických umění v Praze	Academy of Performing Arts in Prague
Akademie výtvarných umění v Praze	Academy of Fine Arts in Prague
AMBIS vysoká škola, a.s.	College of Regional Development and Banking Institute - AMBIS
Astronomický ústav AV ČR, v. v. i.	Astronomical Institute of the CAS
Biofyzikální ústav AV ČR, v. v. i.	Institute of Biophysics of the CAS
Biologické centrum AV ČR, v. v. i.	Biology Centre of the CAS
Biotechnologický ústav AV ČR, v. v. i.	Institute of Biotechnology of the CAS
Botanický ústav AV ČR, v. v. i.	Institute of Botany of the CAS
Centrum dopravního výzkumu, v. v. i.	Transport Research Centre
Centrum kardiovaskulární a transplantační chirurgie Brno	Centre of Cardiovascular and Transplantation Surgery
Centrum pro studium vysokého školství, v. v. i.	Centre for Higher Education Studies
Centrum výzkumu Řež s.r.o.	Research Centre Řež
Česká geologická služba	Czech Geological Survey
Česká zemědělská univerzita v Praze	Czech University of Life Sciences Prague
Český hydrometeorologický ústav	Czech Hydrometeorological Institute
CESNET, z.s.p.o.	CESNET
Fakultní nemocnice Brno	University Hospital Brno
Fakultní nemocnice Bulovka	Bulovka University Hospital
Fakultní nemocnice Hradec Králové	University Hospital Hradec Králové
Fakultní nemocnice Olomouc	University Hospital Olomouc
Fakultní nemocnice Ostrava	University Hospital in Ostrava

Fakultní nemocnice Plzeň	University Hospital in Pilsen
Fakultní nemocnice u sv. Anny v Brně	St. Anne's University Hospital Brno
Fakultní nemocnice v Motole	Motol University Hospital
Fyzikální ústav AV ČR, v. v. i.	Institute of Physics of the CAS
Fyziologický ústav AV ČR, v. v. i.	Institute of Physiology of the CAS
Geofyzikální ústav AV ČR, v. v. i.	Institute of Geophysics of the CAS
Geologický ústav AV ČR, v. v. i.	Institute of Geology of the CAS
Grantová agentura České republiky	Czech Science Foundation
Institut klinické a experimentální medicíny	Institute for Clinical and Experimental Medicine
Janáčkova akademie múzických umění	Janáček Academy of Music and Performing Arts
Jihočeská univerzita v Českých Budějovicích	University of South Bohemia in České Budějovice
Jihočeská vědecká knihovna v Českých Budějovicích	Research Library of South Bohemia in České Budějovice
Knihovna AV ČR, v. v. i.	Library of the Czech Academy of Sciences
Knihovna města Hradce Králové	Hradec Králové City Library
Krajská knihovna Františka Bartoše ve Zlíně	František Bartoš Regional Library in Zlín
Krajská knihovna v Pardubicích	Pardubice Regional Library
Krajská knihovna Vysočiny	Vysočina Regional Library
Krajská vědecká knihovna v Liberci, příspěvková organizace	Regional Research Library in Liberec
Masarykův onkologický ústav	Masaryk Memorial Cancer Institute
Matematický ústav AV ČR, v. v. i.	Institute of Mathematics of the CAS
Mendelova univerzita v Brně	Mendel University in Brno
Městská knihovna v Praze	Municipal Library of Prague
Metropolitní univerzita Praha, o.p.s.	Metropolitan University Prague
Mikrobiologický ústav AV ČR, v. v. i.	Institute of Microbiology of the CAS, v. v. i.
Moravská zemská knihovna v Brně	Moravian Library in Brno
Moravskoslezská vědecká knihovna v Ostravě, příspěvková organizace	Moravian-Silesian Research Library in Ostrava
Národní filmový archiv	National Film Archive
Národní galerie v Praze	National Gallery Prague
Národní knihovna České republiky, státní příspěvková organizace zřízená Ministerstvem kultury	National Library of the Czech Republic
Národní lékařská knihovna	National Medical Library
Národní muzeum	National Museum
Národní pedagogické muzeum a knihovna J. A. Komenského	Comenius National Pedagogical Museum and Library
Nemocnice Na Homolce	Na Homolce Hospital
Orientální ústav AV ČR, v. v. i.	Oriental Institute of the Czech Academy of Sciences
Ostravská univerzita	University of Ostrava
Policejní akademie České republiky v Praze	Police Academy of the Czech Republic in Prague
Psychologický ústav AV ČR, v. v. i.	Institute of Psychology of the CAS
Severočeská vědecká knihovna v Ústí nad Labem	North Bohemian Research Library in Ústí nad Labem

ŠKODA AUTO VYSOKÁ ŠKOLA o.p.s.	ŠKODA AUTO University
Slezská univerzita v Opavě	Silesian University in Opava
Sociologický ústav AV ČR, v. v. i.	Institute of Sociology of the CAS
Státní zdravotní ústav	National Institute of Public Health
Středočeská vědecká knihovna v Kladně, příspěvková organizace	Central Bohemian Research Library in Kladno
Studijní a vědecká knihovna Plzeňského kraje, příspěvková organizace	Education and Research Library of Pilsener Region
Studijní a vědecká knihovna v Hradci Králové	Research Library in Hradec Králové
Technická univerzita v Liberci	Technical University of Liberec
The Extreme Light Infrastructure ERIC (pouze pracoviště Dolní Břežany, ČR)	The Extreme Light Infrastructure ERIC (only facility Dolní Břežany, CZ)
Univerzita Jana Amose Komenského Praha s.r.o.	Jan Amos Komenský University Prague
Univerzita Jana Evangelisty Purkyně v Ústí nad Labem	Jan Evangelista Purkyně University in Ústí nad Labem
Univerzita obrany	University of Defence
Univerzita Palackého v Olomouci	Palacky University Olomouc
Univerzita Pardubice	University of Pardubice
Univerzita Tomáše Bati ve Zlíně	Tomas Bata University in Zlín
Úřad vlády České republiky	Office of the Government of the Czech Republic
Ústav analytické chemie AV ČR, v. v. i.	Institute of Analytical Chemistry of the CAS
Ústav anorganické chemie AV ČR, v. v. i.	Institute of Inorganic Chemistry of the CAS
Ústav biologie obratlovců AV ČR, v. v. i.	Institute of Vertebrate Biology of the CAS
Ústav chemických procesů AV ČR, v. v. i.	Institute of Chemical Process Fundamentals of the CAS
Ústav experimentální botaniky AV ČR, v. v. i.	Institute of Experimental Botany of the CAS
Ústav experimentální medicíny AV ČR, v. v. i.	Institute of Experimental Medicine of the CAS
Ústav fotoniky a elektroniky AV ČR, v. v. i.	Institute of Photonics and Electronics of the CAS
Ústav fyzikální chemie J. Heyrovského AV ČR, v. v. i.	J. Heyrovsky Institute of Physical Chemistry of the CAS
Ústav fyziky atmosféry AV ČR, v. v. i.	Institute of Atmospheric Physics of the CAS
Ústav fyziky materiálů AV ČR, v. v. i.	Institute of Physics of Materials of the CAS
Ústav fyziky plazmatu AV ČR, v. v. i.	Institute of Plasma Physics of the CAS
Ústav geoniky AV ČR, v. v. i.	Institute of Geonics of the CAS
Ústav hematologie a krevní transfuze	Institute of Hematology and Blood Transfusion
Ústav informatiky AV ČR, v. v. i.	Institute of Computer Science of the CAS
Ústav jaderné fyziky AV ČR, v. v. i.	Nuclear Physics Institute of the CAS
Ústav makromolekulární chemie AV ČR, v. v. i.	Institute of Macromolecular Chemistry of the CAS
Ústav mezinárodních vztahů, v. v. i.	Institute of International Relations Prague
Ústav molekulární genetiky AV ČR, v. v. i.	Institute of Molecular Genetics of the CAS
Ústav organické chemie a biochemie AV ČR, v. v. i.	Institute of Organic Chemistry and Biochemistry of the CAS
Ústav přístrojové techniky AV ČR, v. v. i.	Institute of Scientific Instruments of the CAS
Ústav pro hydrodynamiku AV ČR, v. v. i.	Institute of Hydrodynamics of the CAS

Ústav struktury a mechaniky hornin AV ČR, v. v. i.	Institute of Rock Structure and Mechanics of the CAS
Ústav teoretické a aplikované mechaniky AV ČR, v. v. i.	Institute of Theoretical and Applied Mechanics of the CAS
Ústav teorie informace a automatizace AV ČR, v. v. i.	Institute of Information Theory and Automation of the CAS
Ústav termomechaniky AV ČR, v. v. i.	Institute of Thermomechanics of the CAS
Ústav výzkumu globální změny AV ČR, v. v. i.	Global Change Research Centre of the CAS
Ústav zemědělské ekonomiky a informací	Institute of Agricultural Economics and Information
Ústav živočišné fyziologie a genetiky AV ČR, v. v. i.	Institute of Animal Physiology and Genetics of the CAS
Vědecká knihovna v Olomouci	Olomouc Research Library
Veterinární univerzita Brno	University of Veterinary Sciences Brno
Všeobecná fakultní nemocnice v Praze	General University Hospital in Prague
Vysoká škola chemicko-technologická v Praze	University of Chemistry and Technology, Prague
Vysoká škola finanční a správní, a.s.	University of Finance and Administration
Vysoká škola PRIGO, z.ú.	PRIGO University
Vysoká škola technická a ekonomická v Českých Budějovicích	Institute of Technology and Business in České Budějovice
Výzkumný a šlechtitelský ústav ovocnářský Holovousy s.r.o.	Research and Breeding Institute of Pomology Holovousy
Výzkumný ústav bezpečnosti práce, v. v. i. - NIVOS	Occupational Safety Research Institute – NIVOS
Výzkumný ústav bramborářský Havlíčkův Brod, s.r.o.	Potato Research Institute Havlíčkův Brod
Výzkumný ústav lesního hospodářství a myslivosti, v. v. i.	Forestry and Game Management Research Institute
Výzkumný ústav rostlinné výroby, v. v. i.	Crop Research Institute
Výzkumný ústav Silva Taroucy pro krajinu a okrasné zahradnictví, v. v. i.	Silva Tarouca Research Institute for Landscape and Ornamental Gardening
Výzkumný ústav veterinárního lékařství, v. v. i.	Veterinary Research Institute
Výzkumný ústav vodohospodářský T. G. Masaryka, v. v. i.	T. G. Masaryk Water Research Institute
Výzkumný ústav živočišné výroby, v. v. i.	Institute of Animal Science
Západočeské muzeum v Plzni	Museum of West Bohemia

Appendix C: IP Addresses of Participating Institutions

Instituce	Institution	IP addresses
České vysoké učení technické v Praze	Czech Technical University in Prague	IPv4: 147.32.*.* IPv6: 2001:718:2::/48
Masarykova univerzita	Masaryk University	IPv4: 147.251.0.0-147.251.49.35 147.251.49.37-147.251.255.255 IPv6: 2001:718:801::/48
Národní technická knihovna	National Library of Technology	IPv4: 195.113.241.0 - 195.113.242.127 IPv6: 2001:718:7::/48
Univerzita Hradec Králové	University of Hradec Králové	IPv4: 195.113.165.128-195.113.165.255 195.113.118.0-195.113.120.255

Univerzita Karlova	Charles University	IPv4: 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 - 195.113.63.97 195.113.63.99-195.113.69.255 195.113.89.0-195.113.93.255 195.113.114.0-195.113.117.255 195.113.130.0-195.113.131.255 195.113.149.132-195.113.149.135 195.113.149.176-195.113.149.183 195.113.189.0-195.113.189.255 195.113.223.0-195.113.223.255 195.113.229.0-195.113.229.255 195.113.236.0-195.113.236.255 195.113.245.0-195.113.245.255 195.113.242.224-195.113.242.231 78.128.214.96 - 78.128.214.111 193.84.53.0 - 193.84.53.255 195.113.180.160 - 195.113.180.167 195.113.185.0 - 195.113.185.127 195.113.186.128 - 195.113.186.167 195.113.187.248 - 195.113.187.253 195.113.246.0 - 195.113.247.255 IPv6: 2001:718:4::/48 2001:718:1200:7::/64 2001:718:1201::/48 2001:718:1207::/48 2001:718:1e03::/48 2001:718:2401::/48 2001:718:0:4::/64 2001:718:18::/48 2001:718:1e00::/48 2001:718:2400:8001::/64
Vysoká škola báňská - Technická univerzita Ostrava	Technical University of Ostrava	IPv4: 158.196.0.0-158.196.255.255
Vysoká škola ekonomická v Praze	University of Economics, Prague	IPv4: 146.102.*.* IPv6: 2001:718:1e02::/48 2001:718:2001::/48
Vysoké učení technické v Brně	Brno University of Technology	IPv4: 147.229.*.*
Západočeská univerzita v Plzni	University of West Bohemia	IPv4: 147.228.*.*

Appendix D: Title List

The full listing of the holdings of the ACM Digital library can be found here:

<https://dl.acm.org/about/content>.

Serial Publications available in ACM Digital Library Publication title	Print ISSN	Online ISSN	URL
3C ON-LINE	1078-2192		https://dl.acm.org/loi/sig3c
ACM Communications in Computer Algebra	1932-2240		https://dl.acm.org/loi/sigsam-cca
ACM Computing Surveys	0360-0300	1557-7341	https://dl.acm.org/loi/csurl
ACM Inroads	2153-2184	2153-2192	https://dl.acm.org/loi/inroads
ACM Journal of Computer Documentation	1527-6805	1557-9441	https://dl.acm.org/loi/jcd
ACM Journal of Experimental Algorithmics	1084-6654	1084-6654	https://dl.acm.org/loi/jea
ACM Journal on Autonomous Transportation Systems		2833-0528	https://dl.acm.org/loi/jats
ACM Journal on Computing and Sustainable Societies		2834-5533	https://dl.acm.org/loi/acmjcss
ACM Journal on Emerging Technologies in Computing Systems	1550-4832	1550-4840	https://dl.acm.org/loi/jetc
ACM Journal on Responsible Computing		2832-0565	https://dl.acm.org/loi/jrc
ACM Letters on Programming Languages and Systems	1057-4514	1557-7384	https://dl.acm.org/loi/loplas
ACM Lisp Bulletin			https://dl.acm.org/loi/sigplan-lisp
ACM SIGACCESS Accessibility and Computing	1558-2337	1558-1187	https://dl.acm.org/loi/sigaccess
ACM SIGACT News	0163-5700		https://dl.acm.org/loi/sigact
ACM SIGAPL APL Quote Quad	0163-6006		https://dl.acm.org/loi/sigapl
ACM SIGAPP Applied Computing Review	1559-6915	1931-0161	https://dl.acm.org/loi/sigapp
ACM SIGARCH Computer Architecture News	0163-5964		https://dl.acm.org/loi/sigarch
ACM SIGART Bulletin	0163-5719		https://dl.acm.org/loi/sigai
ACM SIGAda Ada Letters	1094-3641		https://dl.acm.org/loi/sigada
ACM SIGBED Review		1551-3688	https://dl.acm.org/loi/sigbed
ACM SIGBIO Newsletter	0163-5697		https://dl.acm.org/loi/sigbio-news
ACM SIGBioinformatics Record	2331-9291	2159-1210	https://dl.acm.org/loi/sigbio
ACM SIGCAPH Computers and the Physically Handicapped	0163-5727		https://dl.acm.org/loi/sigaccess-sigcaph
ACM SIGCAS Computers and Society	0095-2737		https://dl.acm.org/loi/sigcas
ACM SIGCHI Bulletin	0736-6906		https://dl.acm.org/loi/sigchi
ACM SIGCHI Bulletin - a supplement to interactions		1558-1217	https://dl.acm.org/loi/sigchi-suppl
ACM SIGCOMM Computer Communication Review	0146-4833		https://dl.acm.org/loi/sigcomm-ccr
ACM SIGCPR Computer Personnel	0160-2497		https://dl.acm.org/loi/sigcpr
ACM SIGCSE Bulletin	0097-8418		https://dl.acm.org/loi/sigcse

ACM SIGCSIM Installation Management Review	0163-5972		https://dl.acm.org/loi/sigcsim
ACM SIGCUE Outlook	0163-5735		https://dl.acm.org/loi/sigcue
ACM SIGDA Newsletter	0163-5743		https://dl.acm.org/loi/sigda
ACM SIGDOC Asterisk Journal of Computer Documentation	0731-1001		https://dl.acm.org/loi/sigdoc
ACM SIGEVolution		1931-8499	https://dl.acm.org/loi/sigevo
ACM SIGEnergy Energy Informatics Review		2770-5331	https://dl.acm.org/loi/sigenergy-eir
ACM SIGFORTH Newsletter	1047-4544		https://dl.acm.org/loi/sigforth
ACM SIGGRAPH Computer Graphics	0097-8930		https://dl.acm.org/loi/siggraph
ACM SIGGROUP Bulletin	2372-7403	2372-739X	https://dl.acm.org/loi/siggroup
ACM SIGHIT Record		2158-8813	https://dl.acm.org/loi/sighit
ACM SIGHPC Connect		2168-135X	https://dl.acm.org/loi/sighpc
ACM SIGICE Bulletin	1558-1144		https://dl.acm.org/loi/sigice
ACM SIGIR Forum	0163-5840		https://dl.acm.org/loi/sigir
ACM SIGITE Newsletter	2166-1685	1550-1469	https://dl.acm.org/loi/sigite
ACM SIGITE Research in IT		1944-0278	https://dl.acm.org/loi/sigite-riit
ACM SIGKDD Explorations Newsletter	1931-0145	1931-0153	https://dl.acm.org/loi/sigkdd
ACM SIGLASH Newsletter	0036-147X	1931-1095	https://dl.acm.org/loi/siglash
ACM SIGLOG News		2372-3491	https://dl.acm.org/loi/siglog
ACM SIGMAP Bulletin	0163-5786	1931-1184	https://dl.acm.org/loi/sigmap
ACM SIGMETRICS Performance Evaluation Review	0163-5999		https://dl.acm.org/loi/sigmetrics
ACM SIGMICRO Newsletter	1050-916X		https://dl.acm.org/loi/sigmicro
ACM SIGMINI Newsletter	0163-576X		https://dl.acm.org/loi/sigmini
ACM SIGMIS Database: the DATABASE for Advances in Information Systems	0095-0033	1532-0936	https://dl.acm.org/loi/sigmis
ACM SIGMOBILE Mobile Computing and Communications Review	1559-1662	1931-1222	https://dl.acm.org/loi/sigmobile
ACM SIGMOD Record	0163-5808		https://dl.acm.org/loi/sigmod
ACM SIGMultimedia Records		1947-4598	https://dl.acm.org/loi/sigmm
ACM SIGNUM Newsletter	0163-5778		https://dl.acm.org/loi/signum
ACM SIGOA Newsletter	0737-819X		https://dl.acm.org/loi/sigoa
ACM SIGOIS Bulletin	0894-0819		https://dl.acm.org/loi/sigois
ACM SIGOPS Operating Systems Review	0163-5980		https://dl.acm.org/loi/sigops
ACM SIGPC Notes	0163-5816		https://dl.acm.org/loi/sigpc
ACM SIGPLAN Fortran Forum	1061-7264	1931-1311	https://dl.acm.org/loi/sigplan-fortran
ACM SIGPLAN Lisp Pointers	1045-3563		https://dl.acm.org/loi/sigplan-lisppointers
ACM SIGPLAN Notices	0362-1340	1558-1160	https://dl.acm.org/loi/sigplan
ACM SIGPLAN OOPS Messenger	1055-6400		https://dl.acm.org/loi/sigplan-oops
ACM SIGSAC Review	0277-920X		https://dl.acm.org/loi/sigsac

ACM SIGSAM Bulletin	0163-5824		https://dl.acm.org/loi/sigsam
ACM SIGSIM Simulation Digest	0163-6103		https://dl.acm.org/loi/sigsim
ACM SIGSMALL Newsletter	0272-720X		https://dl.acm.org/loi/sigsmall
ACM SIGSMALL/PC Notes	0893-2875		https://dl.acm.org/loi/sigsmall-pc
ACM SIGSOC Bulletin	0163-5794		https://dl.acm.org/loi/sigsoc
ACM SIGSOFT Software Engineering Notes	0163-5948		https://dl.acm.org/loi/sigsoft
ACM SIGUCCS Newsletter	0736-6892		https://dl.acm.org/loi/siguccs
ACM SIGUCCS plugged in		2168-8516	https://dl.acm.org/loi/siguccs-pluggedin
ACM SIGWEB Newsletter	1931-1745	1931-1435	https://dl.acm.org/loi/sigweb
ACM SIGecom Exchanges		1551-9031	https://dl.acm.org/loi/sigecom
ACM Transactions on Accessible Computing	1936-7228	1936-7236	https://dl.acm.org/loi/taccess
ACM Transactions on Algorithms	1549-6325	1549-6333	https://dl.acm.org/loi/talg
ACM Transactions on Applied Perception	1544-3558	1544-3965	https://dl.acm.org/loi/tap
ACM Transactions on Architecture and Code Optimization	1544-3566	1544-3973	https://dl.acm.org/loi/taco
ACM Transactions on Asian Language Information Processing	1530-0226	1558-3430	https://dl.acm.org/loi/talip
ACM Transactions on Asian and Low-Resource Language Information Processing	2375-4699	2375-4702	https://dl.acm.org/loi/tallip
ACM Transactions on Autonomous and Adaptive Systems	1556-4665	1556-4703	https://dl.acm.org/loi/taas
ACM Transactions on Computation Theory	1942-3454	1942-3462	https://dl.acm.org/loi/toct
ACM Transactions on Computational Logic	1529-3785	1557-945X	https://dl.acm.org/loi/tocl
ACM Transactions on Computer Systems	0734-2071	1557-7333	https://dl.acm.org/loi/tocs
ACM Transactions on Computer-Human Interaction	1073-0516	1557-7325	https://dl.acm.org/loi/tochi
ACM Transactions on Computing Education		1946-6226	https://dl.acm.org/loi/toce
ACM Transactions on Computing for Healthcare	2691-1957	2637-8051	https://dl.acm.org/loi/health
ACM Transactions on Cyber-Physical Systems	2378-962X	2378-9638	https://dl.acm.org/loi/tcps
ACM Transactions on Database Systems	0362-5915	1557-4644	https://dl.acm.org/loi/tods
ACM Transactions on Design Automation of Electronic Systems	1084-4309	1557-7309	https://dl.acm.org/loi/todaes
ACM Transactions on Economics and Computation	2167-8375	2167-8383	https://dl.acm.org/loi/teac
ACM Transactions on Embedded Computing Systems	1539-9087	1558-3465	https://dl.acm.org/loi/tecs
ACM Transactions on Evolutionary Learning and Optimization	2688-299X	2688-3007	https://dl.acm.org/loi/telo
ACM Transactions on Evolutionary Learning and Optimization	2688-299X	2688-3007	https://dl.acm.org/loi/telo
ACM Transactions on Graphics	0730-0301	1557-7368	https://dl.acm.org/loi/tog

ACM Transactions on Human-Robot Interaction		2573-9522	https://dl.acm.org/loi/thri
ACM Transactions on Information Systems	1046-8188	1558-2868	https://dl.acm.org/loi/tois
ACM Transactions on Information and System Security	1094-9224	1557-7406	https://dl.acm.org/loi/tissec
ACM Transactions on Intelligent Systems and Technology	2157-6904	2157-6912	https://dl.acm.org/loi/tist
ACM Transactions on Interactive Intelligent Systems	2160-6455	2160-6463	https://dl.acm.org/loi/tiis
ACM Transactions on Internet Technology	1533-5399	1557-6051	https://dl.acm.org/loi/toit
ACM Transactions on Internet of Things	2691-1914	2577-6207	https://dl.acm.org/loi/tiot
ACM Transactions on Knowledge Discovery from Data	1556-4681	1556-472X	https://dl.acm.org/loi/tkdd
ACM Transactions on Management Information Systems	2158-656X	2158-6578	https://dl.acm.org/loi/tmis
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ACM Transactions on Modeling and Performance Evaluation of Computing Systems	2376-3639	2376-3647	https://dl.acm.org/loi/tompecs
ACM Transactions on Multimedia Computing, Communications, and Applications	1551-6857	1551-6865	https://dl.acm.org/loi/tomm
ACM Transactions on Parallel Computing	2329-4949	2329-4957	https://dl.acm.org/loi/topc
ACM Transactions on Privacy and Security	2471-2566	2471-2574	https://dl.acm.org/loi/tops
ACM Transactions on Programming Languages and Systems	0164-0925	1558-4593	https://dl.acm.org/loi/toplas
ACM Transactions on Quantum Computing	2643-6809	2643-6817	https://dl.acm.org/loi/tqc
ACM Transactions on Reconfigurable Technology and Systems	1936-7406	1936-7414	https://dl.acm.org/loi/trets
ACM Transactions on Sensor Networks	1550-4859	1550-4867	https://dl.acm.org/loi/tosn
ACM Transactions on Social Computing	2469-7818	2469-7826	https://dl.acm.org/loi/tsc
ACM Transactions on Software Engineering and Methodology	1049-331X	1557-7392	https://dl.acm.org/loi/tosem
ACM Transactions on Spatial Algorithms and Systems	2374-0353	2374-0361	https://dl.acm.org/loi/tsas
ACM Transactions on Speech and Language Processing	1550-4875	1550-4883	https://dl.acm.org/loi/tslp
ACM Transactions on Storage	1553-3077	1553-3093	https://dl.acm.org/loi/tos
ACM Transactions on the Web	1559-1131	1559-114X	https://dl.acm.org/loi/tweb
ACM/IMS Transactions on Data Science	2691-1922		https://dl.acm.org/loi/tds
AI Matters		2372-3483	https://dl.acm.org/loi/sigai-aimatters
ALGOL Bulletin	0084-6198		https://dl.acm.org/loi/algol

Collective Intelligence		2633-9137	https://dl.acm.org/loi/cola
Communication Design Quarterly		2166-1642	https://dl.acm.org/loi/sigdoc-cdq
Communication Design Quarterly Review	2166-1200		https://dl.acm.org/loi/sigdoc-cdqr
Communications of the ACM	0001-0782	1557-7317	https://dl.acm.org/loi/cacm
Communications of the ACM	0001-0782	1557-7317	https://dl.acm.org/loi/cacm
Computational Linguistics	0891-2017	1530-9312	https://dl.acm.org/loi/coli
Computers in Entertainment		1544-3574	https://dl.acm.org/loi/cie
Digital Government: Research and Practice	2691-199X	2639-0175	https://dl.acm.org/loi/dgov
Digital Threats: Research and Practice	2692-1626	2576-5337	https://dl.acm.org/loi/dtrap
Distributed Ledger Technologies: Research and Practice	2769-6472	2769-6480	https://dl.acm.org/loi/dlt
Evolutionary Computation	1063-6560	1530-9304	https://dl.acm.org/loi/evol
Formal Aspects of Computing	0934-5043	1433-299X	https://dl.acm.org/loi/fac
Games: Research and Practice		2832-5516	https://dl.acm.org/loi/games
GetMobile: Mobile Computing and Communications	2375-0529	2375-0537	https://dl.acm.org/loi/sigmobile-getmobile
IEEE/ACM Transactions on Audio, Speech and Language Processing	2329-9290	2329-9304	https://dl.acm.org/loi/taslp
IEEE/ACM Transactions on Computational Biology and Bioinformatics	1545-5963		https://dl.acm.org/loi/tcbb
IEEE/ACM Transactions on Networking	1063-6692		https://dl.acm.org/loi/ton
Interactions	1072-5520	1558-3449	https://dl.acm.org/loi/interactions
Journal of Artificial Intelligence Research	1076-9757		https://dl.acm.org/loi/jair
Journal of Computing Sciences in Colleges	1937-4771	1937-4763	https://dl.acm.org/loi/jcsc
Journal of Data and Information Quality	1936-1955	1936-1963	https://dl.acm.org/loi/jdiq
Journal of Usability Studies			https://dl.acm.org/loi/jus
Journal of the ACM	0004-5411	1557-735X	https://dl.acm.org/loi/jacm
Journal on Computing and Cultural Heritage	1556-4673	1556-4711	https://dl.acm.org/loi/jocch
Journal on Educational Resources in Computing	1531-4278	1531-4278	https://dl.acm.org/loi/jeric
Linux Journal	1075-3583		https://dl.acm.org/loi/linux
Personal and Ubiquitous Computing	1617-4909		https://dl.acm.org/loi/puc
Proceedings of the ACM on Computer Graphics and Interactive Techniques		2577-6193	https://dl.acm.org/loi/pacmgit
Proceedings of the ACM on Human-Computer Interaction		2573-0142	https://dl.acm.org/loi/pacmhci
Proceedings of the ACM on Human-Computer Interaction		2573-0142	https://dl.acm.org/loi/pacmhci
Proceedings of the ACM on Interactive, Mobile, Wearable and Ubiquitous Technologies		2474-9567	https://dl.acm.org/loi/imwut
Proceedings of the ACM on Measurement and Analysis of Computing Systems		2476-1249	https://dl.acm.org/loi/pomacs

Proceedings of the ACM on Networking		2834-5509	https://dl.acm.org/loi/pacmnet
Proceedings of the ACM on Programming Languages		2475-1421	https://dl.acm.org/loi/pacmpl
Proceedings of the VLDB Endowment	2150-8097		https://dl.acm.org/loi/pvldb
Queue	1542-7730	1542-7749	https://dl.acm.org/loi/queue
SIGSPATIAL Special		1946-7729	https://dl.acm.org/loi/sigspatial
StandardView	1067-9936	1557-7376	https://dl.acm.org/loi/standardview
The Journal of Machine Learning Research	1532-4435	1533-7928	https://dl.acm.org/loi/jmlr
The VLDB Journal — The International Journal on Very Large Data Bases	1066-8888		https://dl.acm.org/loi/vldb
Ubiquity		1530-2180	https://dl.acm.org/loi/ubiquity
XRDS: Crossroads, The ACM Magazine for Students	1528-4972	1528-4980	https://dl.acm.org/loi/xrds
eLearn		1535-394X	https://dl.acm.org/loi/elearn
intelligence	1523-8822	1557-9425	https://dl.acm.org/loi/intelligence
netWorker	1091-3556	1558-3473	https://dl.acm.org/loi/networker

Appendix E: Open Access Terms (for any Open Access publishing under the Agreement)

The Distributor shall ensure, guarantee and is liable that all Publisher's obligations outlined in this Appendix shall be fulfilled.

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- 1.6. Open Access Reporting. ACM commits to providing data sufficient to assess the outcomes of the Tiered Band Open Access Model on an annual basis, and to a collaborative process for analyzing the data. Specifically, by April 1 of 2024, 2025, and 2026, ACM will provide the following information about the 2023, 2024, and 2025 years, including both annual and cumulative data:

- i. the number of Open Access Articles published by ACM where the corresponding or non-corresponding author is affiliated with any of the Participating Institutions.
- ii. details of all the Open Access Articles in the material by the Affiliated Author such as title, author name and DOI including funder information.

By institution and for all institutions:

- a) Adoption by institutions: number of institutions that have signed on to the program, by tiered band.
- b) Progress towards reducing costs Tier 10 institutions according to the schedule laid out by ACM (schedule B).

- c) Open licensing: what sort of author copyright licenses have been selected, in what number and proportion.
- d) Copyright retention: number of authors who have chosen to retain copyright and number who have chosen to grant copyright to ACM.
- e) Volume of OA: Proportion of OA articles overall and from universities involved in the program.
- f) Impact of the program on ACM's business and financial conditions: including number of deals closed, value of said deals, impact of the program on ACM revenues, increase or decline in ACM revenues overall, and a confidential report of cancellations received and their financial impact.
- g) Impact of the program on participating campus publishing volume: publishing output by universities in the program, including Affiliated Corresponding Authors as well as all Affiliated Authors.
- h) Other metrics as mutually identified and agreed upon between Licensee and ACM.

At least once per year following the release of this data, program participants will be provided the opportunity to participate in a conference call regarding the data. ACM will make reasonable efforts to address reasonable requests to adjust or extend the type of data gathered.

1.7 Commitment to Open Access Transition. ACM represents in relation to this ACM Open Agreement Period that their strategic plan is to transition their entire portfolio of peer-reviewed scholarly publications to a fully open access model, as is acknowledged in Schedule B. Specifically, ACM represents that the ACM Open model, with its foundation in "hybrid" open access – where some articles are paywalled and others published open access – is a temporary and transitional business model whose aim is to provide a mechanism to shift over time to full open access publication for all ACM journals. The full transition is expected to occur, depending on adoption of the ACM Open model by universities, within an estimated time period of 5-7 years. ACM commits to informing the Licensee of progress towards this longer-term aim on an annual basis, and to adjusting ACM Open model terms based on its progress towards full open access. It is understood that in the early years of the Open Access Transition, there are likely to be additional surpluses generated by the ACM Open model.

Schedule B

The end goal of the ACM Open model is a full transition to OA for all peer-reviewed research content in the ACM Digital Library (both journal articles and conference proceedings). As institutions choose to participate in the ACM Open model, the percentage of research content that is available OA in the ACM DL increases. As this percentage reaches certain thresholds, pricing will be decreased for those

institutions that publish very little or no peer-reviewed research articles, so called Tier 10 institutions according to the following thresholds:

- At 20% of research content available OA, the pricing level for Tier 10 drops to \$7000.
- At 30% of research content available OA, the pricing level for Tier 10 drops to \$6000.
- At 40% of research content available OA, the pricing level for Tier 10 drops to \$5000.
- At 50% of research content available OA, the pricing level for Tier 10 drops to \$4000.
- At 65% of research content available OA, the pricing level for Tier 10 drops to \$2500.
- At 65% the “read fee” for institutions that do not publish with ACM at all shall be fixed at \$2500.
- At 80% of research content available OA, ACM will have achieved financial sustainability and the full flip can occur for all peer-reviewed research content in the ACM Digital Library, as follows:
 - Corresponding authors from institutions that do not participate in the ACM Open model will be required to pay an APC to publish in the ACM Digital Library to make their article OA.
 - An ACM Digital Library subscription option shall no longer be available for any institutions that have published at least one article with ACM over the previous three calendar years.
 - All future peer-reviewed research content in the ACM Digital Library will be made OA.
 - Future content that is not APC eligible (i.e. content other than peer-reviewed research content) may or may not be made OA at the discretion of ACM; access to such non-OA content, if any, would be restricted to ACM Open model participants and to institutions that choose to contribute funding in order to maintain access to non-APC eligible content, and to benefit from other value-added features that ACM may develop or offer.