

## **JOURNAL PUBLISHING AGREEMENT**

**THIS AGREEMENT** is made as of the date herein under, between:

**Technická Univerzita v Liberci (Technical University of Liberec)**, with offices at Studentská 1402/2, 461 17 Liberec, Czech Republic, holding tax (VAT) identification number CZ 46747885

Represented by **doc. RNDr. Miroslav Brzezina, CSc.** – Rector (“Journal Owner”),  
and

**De Gruyter Poland Sp. z o.o.**, with offices at ul. Bogumiła Zuga 32A, 01-811 Warsaw, Poland, entered into the National Court Register kept by the District Court of Warsaw under number KRS 0000055478, NIP (fiscal identification) number PL 9521878738, having a share capital of PLN ██████████, trading under the name Sciendo

Represented by Jacek Ciesielski – President of the Management Board (“Sciendo”).

**IT IS NOW AGREED** by the parties to this Agreement (“the **parties**”) as follows:

### § 1. OBLIGATIONS OF SCIENDO

1. Sciendo shall provide technology solutions, production, marketing, distribution, consulting and training services as more fully described in Clause 3 below (collectively, the “**Services**”) in accordance with the terms and conditions of this Agreement, for the journal or journals (“**Journal**”) identified in the table below:

#### Research articles

<b>Name</b>	<b>ISSN</b>	<b>from volume year</b>	<b>from volume number</b>	<b>issues per volume</b>	<b>articles per volume</b>
ACC Journal	1803-9782 (printed) 2571-0613 (online)	2023	29	3 (A,B,C)	20

#### Non-research papers

<b>Name</b>	<b>ISSN</b>	<b>papers per volume</b>
ACC Journal	1803-9782 (printed) 2571-0613 (online)	0

2. The Journal Owner may publish in the Journal non-research papers such as editorial notes, news, obituaries, book reviews, short communications etc., but accepts that Sciendo shall provide limited services in respect of such non-research papers, i.e. only those services set out in Clause 1.3 hereof that can be provided for this type of papers; in particular the system to detect plagiarism referred to below, shall not be provided for such papers. Without prejudice to

the preceding sentence, for the purposes of the provisions of this Agreement, the term “article” shall also include a non-research paper, unless stated otherwise; “volume” shall mean the edition year of the Journal.

3. Sciendo shall:

A. TECHNOLOGY SOLUTIONS

- a. provide a Journal webpage,
- b. provide a hosting and distribution platform on which Journal content will be accessible,
- c. provide a system to detect plagiarism;

B. SERVICES

1. PRODUCTION

- a. generate DOI numbers for articles,
- b. create article metadata in XML format (abstracts, keywords, references),
- c. adapt the Journal layout to the Sciendo requirements;

2. MARKETING

CONTENT INDEXING AND DISTRIBUTION

- a. arrange for the indexing by abstracting and indexing services relevant to the Journal subject field,
- b. pre-evaluate the Journal for Scopus, PubMed (only for medicine and related fields), DOAJ (only for open access journals) and Clarivate,
- c. apply to Scopus, PubMed (only for medicine and related fields), DOAJ and Clarivate, if pre-evaluation has been positive,
- d. configure the Journal webpage in view of its indexing by Google and other search engines,
- e. distribute to libraries through online platform,
- f. arrange for coverage by discovery services,
- g. set terms for document delivery companies, and serve these companies,
- h. provide long term preservation services;

3. CONSULTING

- a. provide a manual for the Journal editors,
- b. advise how to increase citations and impact factors (for journals indexed by Clarivate and Scopus);

4. CUSTOMER SERVICE

- a. provide a Customer Service specialist – a single point of contact for the Journal editors to exchange information between Sciendo and the editors, to coordinate the provision of the Services and to resolve potential problems,
  - b. provide an online instruction for editors (on contracted services),
  - c. provide Annual Review Reports sent to editors once a year.
5. The Services shall be provided only for the Journal content in the English, German, Czech and Polish languages. This shall not prevent the inserting of reasonably short citations or similar phrases in another language as long as English remains the primary language.

## § 2. OBLIGATIONS OF JOURNAL OWNER

The Journal Owner shall:

1. pay to Sciendo charges in the following amounts and according to the following rules:
  - a. The charge for the services provided under this Agreement for the Journal(s) is 200 (two hundred) Euro net (plus VAT, if applicable) per research article. The charge for non-research papers is 100 (one hundred) Euro net (plus VAT, if applicable) per each such paper. These charges apply even if the Journal Owner has not delivered the articles or non-research papers to Sciendo, but published them elsewhere;
  - b. The charge is paid by the Journal Owner in advance for each calendar year based on the number of articles and non-research papers set out in Clause 1.1. Sciendo may issue the invoice for the first calendar year within 30 days from the date of this Agreement, and for the following calendar years not earlier than the beginning of December of the preceding year, unless the Journal Owner wishes to pay earlier. The Journal Owner shall pay the invoice not later than in 30 days from the date of delivery of the invoice to the Journal Owner;
  - c. If, through Sciendo or otherwise, the Journal Owner has published for the given volume of the Journal more articles than the number set out in Clause 1.1, Sciendo may issue an invoice for those extra articles not earlier than 15th January of the following calendar year, and the Journal Owner shall pay the invoice not later than in 30 days from the date of delivery of the invoice to the Journal Owner. If, through Sciendo or otherwise, the Journal Owner has published for the given volume of the Journal less articles than the number set out in Clause 1.1, this shall not result in a credit payable by Sciendo but such difference in the number of articles shall increase, only for the purposes of the preceding sentence and this sentence, the number of articles for the following volume set out in Clause 1.1; such increase can occur more than once and accumulate throughout the life of this Agreement. Where this Agreement covers more than one Journal, the calculations of the number of articles under this sub-clause c shall be made together for all the Journals for which the same charge per article is set out in sub-clause a. The total charge for the services provided under this Agreement shall in no case be calculated based on a number of articles which is less than the number set out in Clause 1.1. The foregoing provisions of this sub-clause c relative to articles apply also to non-research papers;
  - d. All banking expenses associated with the payment of Sciendo's invoices shall be borne by the Journal Owner;
  - e. The Journal Owner irrevocably agrees to Sciendo issuing invoices relative to this Agreement in electronic form. Such invoices shall be sent to the following e-mail address

or such other e-mail address as the Journal Owner may notify to Sciendo: [acc-journal@tul.cz](mailto:acc-journal@tul.cz)

2. supply to Sciendo the Journal content in PDF format, meeting the quality requirements as specified by Sciendo from time to time;
3. supply to Sciendo information which, in the opinion of Sciendo, it is necessary to place on the Journal's homepage at the Sciendo website or to be delivered to libraries, full text repositories, open access directories and abstracting and indexing services;
4. after the termination of this Agreement, take over the rights to all DOIs assigned by Sciendo to the articles published under this Agreement, and host the full text of those articles either on the Journal Owner's own servers or on third party servers. In any case, such hosting should allow resolution of all DOIs in the content of the articles that was originally published under this Agreement;
5. if the Journal Owner does not comply with the obligation set out in Clause 2.4, the Journal Owner shall pay to Sciendo a fee of 70 (seventy) Euro net (plus VAT, if applicable) per each unresolved DOI per calendar year of such hosting as set out below or a fraction of such year, after the termination of this Agreement. Sciendo may issue an invoice for such hosting for a calendar year not earlier than on 15th January of that year, the Journal Owner shall pay the invoice not later than in 30 days from the date of delivery of the invoice to the Journal Owner, and all banking expenses associated with the payment shall be borne by the Journal Owner. In this case, Sciendo shall keep the content of such articles in an archive hosted and provided by Sciendo or a vendor of such archiving services, so as to comply with the second sentence of Clause 2.4. Such articles shall be publicly accessible, according to such rules as reasonably set by Sciendo, and such access shall be free of charge for the readers. Clause 3 shall apply to Sciendo's right to such hosting, and Sciendo shall be allowed to sublicense this right.

### § 3. LICENCE

1. The Journal Owner hereby grants to Sciendo the right and license throughout the world and for the duration of this Agreement (subject to the provisions of Clauses 4.4, 4.5 and 4.6 hereof):
  - a. to prepare, reproduce, manufacture, publish, distribute, exhibit, advertise, promote, license and sub-license, through the Internet and other means of data transmission now known or later to be developed, copies of the Journal in electronic form including abstracts, bibliographic information, illustrations, pictures, indexes and subject headings and other proprietary materials contained in the Journal;
  - b. to exercise (and license and sub-license others to exercise) subsidiary and other rights in the Journal, including the rights to: (i) photocopy, scan or reproduce copies thereof, (ii) reproduce excerpts from the Journal in other works, (iii) reproduce adaptations of Journal content, (iv) reproduce copies of the Journal as part of compilations with other works, including collections of materials made for use in classes for instructional purposes, customized works, electronic databases, document delivery, and other information services, and (v) publish, distribute, exhibit and license any materials referred to above in this sub-clause b.

2. Without prejudice to Clause 3.1, the Journal Owner hereby grants to Sciendo a non-exclusive licence to use the name of the Journal and of the Journal Owner in order to identify the Journal Owner as the source of the Journal.
3. The Journal Owner shall affix to the front page of electronic copies of each of the Journal's articles published under this Agreement the name, imprint and logo of Sciendo and an appropriate copyright notice, in the manner agreed with Sciendo.
4. Sciendo shall be entitled to enforce in respect of third parties, to such extent as permitted by law, the rights licensed to it hereunder.
5. The licence provided for in this Agreement entitles the Journal Owner to no royalties or other fees. The Journal Owner acknowledges that the Journal content as distributed according to Clause 1.3 hereof will be publicly accessible, according to such rules as reasonably set by Sciendo, and such access will be free of charge for the readers.

#### § 4. TERM

1. This Agreement shall be for a period ending on December 31, 2025 (the “**Initial Period**”). Complete annual volumes 2023-2025 of the Journal shall be electronically published under this Agreement.
2. At the end of the Initial Period this Agreement will be extended automatically for successive periods of two years each (each such period being a “**Renewal Term**”) unless, not less than 6 months prior to the (as the case may be) end of the Initial Period or then current Renewal Term, a party notifies the other party in document form of its objection to the extension of this Agreement. In case of such objection this Agreement shall terminate with effect from the end of (as the case may be) the Initial Period or the then current Renewal Term.
3. Notwithstanding the provisions of 4.2. hereof and without prejudice to mandatory law, a party shall have the right to terminate this Agreement by giving seven days' notice in document form to the other party only if the other party:
  - a. enters into liquidation or becomes insolvent,
  - b. is in material breach or material non-observance of any of its obligations hereunder and does not remedy the same (if it is capable of remedy) within thirty (30) days of notice in document form of such breach or non-observance being given by the terminating party.
4. If this Agreement is terminated in accordance with the provisions of Clause 4.3. hereof, the provisions of Clauses 1.3.B.1.a, 1.3.B.1.b, 1.3.B.2.d and 1.3.3. remain in force until the end of the calendar year in which the relevant notice period has elapsed. In this case, Clauses 2.4 and 2.5 shall begin to apply after the end of that year.
5. Clauses 2.4 and 2.5 shall remain in force at least until the lapse of a period of 40 years following the end of the calendar year in which this Agreement terminates; after the lapse of that period Clauses 2.4 and 2.5 shall remain in force but either party shall be allowed to terminate them by giving two years' notice to the other party. Subject to mandatory law,

Clauses 2.4 and 2.5 shall terminate only in accordance with the preceding sentence or if both parties so agree.

6. If the Journal Owner has delayed any payment due to Sciendo under this Agreement for more than 60 days, Sciendo has the right to withhold the provision of the Services, which may include in particular removing access to the content of the Journal or removing its content from the environment described in Clause 1.3.A.

## § 5. REPRESENTATIONS AND WARRANTIES

1. The Journal Owner represents and warrants that:
  - a. it exclusively owns the Journal;
  - b. it owns or it has acquired copyright and other intellectual property rights to the contents of the Journal, published or distributed under this Agreement;
  - c. the Journal and the use thereof contemplated by this Agreement do not and shall not infringe the copyright, trademark, patent or other intellectual property rights of any third party;
  - d. it shall reimburse Sciendo in respect of all costs and shall compensate all damages that may result from claims of third parties, if any of the warranties given in sub-clauses a, b and c above is not or shall not be true within the duration of this Agreement;
  - e. it acknowledges that Sciendo is unable to exercise control either over the availability of the Internet or any other data network, and that Sciendo can give no warranty that the content shall be available for access by customers at all times on the Internet or on any other data network; accordingly Sciendo shall not be liable, subject to mandatory law, for such unavailability or lack of access.
2. Sciendo represents and warrants that:
  - a. its personnel possess and shall possess the proper skill, training, experience and background to perform the services under this Agreement,
  - b. it has entered or shall enter into agreements with the providers of the solutions necessary to perform all the Services and to meet all obligations undertaken by Sciendo by this Agreement.

## § 6. CONFIDENTIALITY

Each party hereto shall, except as required by law or to perform this Agreement, keep strictly confidential all information contained in this Agreement and all information resulting from the implementation of this Agreement, and not use this confidential information in any way other than for the performance of its obligations hereunder. This shall not apply to such information as is publicly available when received by such party or then becomes publicly available otherwise than as a result of such party's breach of this Agreement, or to any disclosure or use as authorized by the other party in document form. This Clause 6 shall survive termination of this Agreement for 3 years.

## § 7. MISCELLANEOUS

1. The Journal Owner shall not be allowed to assign any of its rights or duties under this Agreement without Sciendo's consent granted in document form. Sciendo may assign all or

any of its rights hereunder to a third party. Subject to mandatory law, Sciendo may further assign its duties hereunder to a company or partnership that is dependent on Sciendo, that controls Sciendo or that is controlled by a company or partnership that controls Sciendo (the relation of dependence or control to be assessed according to the Polish Commercial Companies Code), unless such assignee is insolvent at the time of such assignment.

2. Changes of or supplements to this Agreement shall not be valid unless made in document form, subject to mandatory law. The same rule shall apply to termination of this Agreement and any other notice that this Agreement requires to be given in document form.
3. This Agreement constitutes the full and complete statement of the agreement of the parties with respect to the subject matter hereof and supersedes any previous offers, agreements, understandings or communications, whether written or oral, relating to such subject matter.
4. Unless this Agreement expressly provides otherwise, Sciendo's liability for its failure to provide the Services in accordance with this Agreement shall only arise where such failure is due to Sciendo's intentional fault or gross negligence or that of a person for whom Sciendo is liable.
5. If any provision in this Agreement is held to be invalid or unenforceable, that provision shall be, inasmuch as possible, construed, limited, modified or, if necessary, severed, to the extent necessary to eliminate its invalidity or unenforceability.
6. This Agreement shall be governed by the laws of Poland, and any disputes arising out of this Agreement or related hereto shall be instituted in the Polish courts having jurisdiction over Sciendo's registered office.
7. The parties' obligations in respect of personal data protection are set out in Attachment No 1 to this Agreement.
8. Both parties are aware of the fact that this Agreement will be published in the registry of the contracts pursuant to the Act of Czech law No. 340/2015 Coll., on the Registry of Contracts and the parties agree with this publication. The publication of this Agreement will be arranged by the Journal Owner no later than on the day of its signature. This Agreement shall enter into effect from the day following its publication in the Registry of Contracts. The Journal Owner shall give Sciendo forthwith notice of such publication and shall at the same time submit proof of that publication and its date.

**IN WITNESS WHEREOF**, each party has caused this Agreement to be executed by its duly authorized officer, as of the date first written above

Signed for and on behalf of Sciendo: **De Gruyter Poland Sp. z o. o.**

.....  
By: **Jacek Ciesielski**

Position: **President of the Management Board**

Signed for and on behalf of the Journal Owner: **Technical University of Liberec**

.....  
By: **doc. RNDr. Miroslav Brzezina, CSc**  
Position: **Rector**



## Attachment No 1 – Personal Data Processing Rules

1. “**GDPR**” shall mean in this Attachment regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC (general data protection regulation). Each reference herein to GDPR provisions shall include such provisions as may be amended or supplemented in the future and all provisions that may replace the same in the future.
2. Sciendo shall process personal data (as needed to perform this Agreement) of the submitting authors, editors and reviewers of the Journal and authors cited in the Journal provided to it by the Journal Owner or collected by Sciendo while performing this Agreement (“**Personal Data**”):
  - a. only on documented instructions from the Journal Owner, unless required to do so under mandatory rules – in such a case, Sciendo shall inform the Journal Owner of that legal requirement before processing, unless law prohibits such information; this Agreement (“**the Agreement**”) shall be treated as a Journal Owner instruction to process Personal Data;
  - b. only for the purpose of the performance of the Agreement and only in a manner and by using measures as set out in the Agreement;
  - c. during the life of the relevant provisions of the Agreement.
3. Sciendo shall ensure that Sciendo’s staff as authorised to process Personal Data have committed to respect confidentiality.
4. Sciendo shall take all appropriate technical and organisational measures, in particular those referred to in article 32 of the GDPR, to ensure the security of the Personal Data processed by Sciendo on behalf of the Journal Owner.
5. Sciendo shall assist the Journal Owner by appropriate technical and organisational measures, insofar as this is possible, in the fulfilment of the obligation to respond to requests of data subjects for exercising their rights laid down in Chapter III of the GDPR.
6. Sciendo, after becoming aware of a personal data breach regarding Personal Data, shall without undue delay notify it to the Journal Owner.
7. Sciendo shall assist the Journal Owner in the fulfilment of the obligations under articles 32 - 36 of the GDPR.
8. Sciendo shall make available to the Journal Owner all information mentioned in article 28 paragraph 3 item h of the GDPR, as well as shall immediately inform the Journal Owner if, in its opinion, an instruction given to it by the Journal Owner violates the GDPR or other personal data protection provisions.
9. Sciendo shall delete or return to the Journal Owner, at the choice of the Journal Owner, all Personal Data after the end of the provision of the services relating to processing Personal Data, and delete all their existing copies unless Sciendo is required to further store Personal Data under mandatory law.
10. The Journal Owner hereby authorizes Sciendo to use subcontractors when providing the services under the Agreement, such subcontractors being processors of Personal Data within the meaning of the GDPR. Sciendo shall use the services of such subcontractors in accordance with article 28 paragraphs 2 and 4 of the GDPR.
11. The Journal Owner shall cooperate with Sciendo in providing Personal Data protection, in particular by providing Sciendo with all necessary information.