



NTK Ref. No.: NTK/SML/233/2025

NTK File Ref. No.: NTK/3565/2025/4

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Identification number: 61387142

(hereinafter referred to as the "Licensee")

and

Name: Albertina icome Praha s.r.o. Seat: Štěpánská 16, 110 00 Praha 1

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<sup>&</sup>lt;sup>1</sup> http://www.niso.org/workrooms/transfer/

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<sup>&</sup>lt;sup>2</sup> http://www.niso.org/workrooms/kbart

<sup>&</sup>lt;sup>3</sup> http://www.projectcounter.org/code practice.html

<sup>&</sup>lt;sup>4</sup> http://www.niso.org/workrooms/sushi/

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 the Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement.
- 7.25 <u>Use of Digital Watermarking Technology.</u> In the event that either the Distributor or the Publisher utilizes any type of watermarking technology for any element of the Licensed Materials, 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 commercially possible, the Distributor is obliged to ensure that the Publisher will provide the Participating Institutions with the option to brand the Publisher's platform with the name of the Participating Institutions. For avoidance of doubt Publisher will not provide the Participating Institutions with the option to include a logo in the branding.
- 7.28 MARC Records. Intentionally omitted.
- 7.29 <u>Open Access Option.</u> Open Access terms are defined in Appendix E: OA Workflows and Services for Read & Publish customers.

7.30 The Distributor recognizes and acknowledges that changes in statutory regulations may impact the terms and conditions of this Agreement. In the event of any obligatory statutory changes that affect the rights or obligations hereunder, the Distributor agrees to renegotiate the terms of this Agreement to the necessary extent to ensure compliance with such statutory changes.

## 8. Licensee Performance Obligations

- 8.1 <u>License Terms Notification.</u> 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 <u>Protection from Unauthorized Use.</u> The Licensee and the Participating Institutions will ensure that they 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 ("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 2027 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, the Licensee will notify the Distributor of the intent to terminate this Agreement or partially terminate this Agreement at least thirty (30) 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. The Licensee may also terminate this Agreement, even partially with respect to particular Participating Institution or Participating Institutions, with a notice period of thirty (30) days from the date such termination is delivered to the Distributor in case tariffs on services are introduced. Such termination is 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 affected. 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 <u>Termination of Access.</u> 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 <u>Refunds.</u> In the event of early termination pursuant to this Agreement, except for termination for a material breach by the Licensee pursuant to Section 11.2 of this Agreement, the Licensee shall be entitled to a refund of any Fee or pro-rata portion thereof paid by the Licensee for any remaining period of this Agreement calculated from the date of termination.
- 11.5 Termination for closure/merger of Participating Institution. In the event that any Participating Institution undergoes a merger, dissolution, division, spin-off or other corporate transformation during the term of this Agreement, the Licensee shall be entitled to terminate the Agreement for such Participating Institution with immediate effect and to a proportional reduction of the Fee corresponding to the unused portion of the Subscription Period for such Participating Institution. The Agreement for such Participating Institution shall terminate upon delivery of a written notice of termination to the Distributor. In case the corresponding Fee for the Participating Institution is not set in the Agreement, both Parties will in good faith agree on appropriate amount, preferably set by the amount set in contract between Licensee and such Participating Institution. The Licensee is obligated to promptly notify the Distributor of such an event. In the event the Licensee has already paid the Fee, the Distributor shall return the unused pro rata portion of the Fee within three (3) months after being notified by the Licensee pursuant to this Section. In the event the Fee has not yet been paid by the Licensee, the Fee shall be automatically reduced by the pro rata amount corresponding to the dissolved Participating Institution, and the Licensee shall be obliged to pay only the reduced amount. For avoidance of doubt if the termination for such Participating Institution is prior to the end of a Subscription Period such Participating Institution shall retain perpetual access to the Licensed Materials for the fully paid Subscription Period.
- 11.6 **Termination in the event of dissolution of a Participating Institution without a legal successor**. In the event that any Participating Institution is dissolved without a legal successor during the term of this Agreement, this Agreement shall automatically terminate with respect to that Participating Institution on the date of such dissolution. The Licensee is entitled to a proportional reduction of the Fee corresponding to the unused portion of the Subscription Period for such Participating Institution. The Licensee shall notify the Distributor of this fact of dissolution of the Participating Institution. In the event the Licensee has already paid the Fee, the Distributor shall

return the unused pro rata portion of the Fee within three (3) months after being notified by the Licensee pursuant to this Section. In the event the Fee has not yet been paid by the Licensee, the Fee shall be automatically reduced by the pro rata amount corresponding to the dissolved Participating Institution, and the Licensee shall be obliged to pay only the reduced amount.

## 12. Perpetual Rights

12.1 **Perpetual License.** Notwithstanding anything else in this Agreement, the Distributor grants or shall ensure that the Publisher will grant to the Licensee and the Participating Institutions a non-exclusive, royalty-free, system-wide perpetual license or if perpetual is not objectively possible under the applicable law then to the maximum extent permissible under applicable law, limited to the territory of the Czech Republic to use any Licensed Materials that were subscribed to or for which a perpetual license fee has been paid during the term of this Agreement. 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. If the Publisher's means of access is not available, the Licensee and/or the Participating Institutions may provide substantially equivalent access to the Licensed Materials by use of an archival copy or by engaging the services of third-party trusted archives (such as Portico) and/or participating in collaborative archiving endeavors to exercise such perpetual rights.

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

- 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 4.3(e) of this Agreement, the backup copy may be used as an archival copy.
- 12.4 <u>Third-Party Archiving Services.</u> Intentionally omitted.
- 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 as far as it is aware 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 Intentionally omitted.
- 13.3 Accessibility Requirements. The Distributor represents and warrants that the Publisher is working towards making 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) 2.1 at level AA<sup>5</sup>. 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. The Distributor recognizes and acknowledges that a Directive "European Accessibility Act" is going to be transposed by the Member States of the European Union into their national legal systems. The Distributor therefore agrees to ensure that Publisher shall use all reasonable efforts to comply with this law, once the provisions of this Directive become effective. This shall also apply in case of any other obligatory statutory changes.

### 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 inability (means incompetence, not the possibility, availability to use the Licensed Materials) to use the Licensed Materials. In the event that the Licensee, the Participating Institutions and the Authorized Users makes a claim against the Distributor for whatever reason, Distributor's liability (if any) shall not exceed the price paid or to be paid by the Licensee, the Participating Institutions and the Authorized Users for the Licensed Materials. Under no circumstances shall the Distributor be liable for any consequential, indirect or special losses howsoever arising or for any loss of profits, revenue, interest, goodwill, business and/or savings (whether direct or indirect).

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<sup>&</sup>lt;sup>5</sup> http://www.w3.org/WAI/guid-tech.html

- 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 In the event that the Licensee, the Participating Institutions and Authorized Users makes a claim against Distributor for whatever reason, Distributor's liability (if any) shall not exceed the price paid or to be paid by the the Licensee, the Participating Institutions and Authorized Users for the Licensed Materials. Under no circumstances shall Distributor be liable for any consequential, indirect or special losses howsoever arising or for any loss of profits, revenue, interest, goodwill, business and/or savings (whether direct or indirect).
- 15.2 Distributor shall indemnify and hold the Licensee, the Participating Institutions and Authorized Users harmless from and against any direct loss, damage, cost, liability or expense (including reasonable legal and professional fees) arising out of any legal action taken against Licensee, the Participating Institutions and Authorized Users by a third party claiming Licensed Material is in actual or alleged infringement of their intellectual property rights. This indemnity is subject to (a) the Licensee, the Participating Institutions and Authorized. Users promptly notifying the Distributor of any claim or action, (b) the Distributor having sole control of such claim or action, and (c) the Licensee, the Participating Institutions and Authorized Users not making any admission of liability or agreeing to settle or compromise the claim or action. This indemnity shall survive the termination of this Agreement for any reason. This indemnity shall not apply if Licensee, the Participating Institutions and Authorized Users has amended Licensed Material in any way to the extent that such amendment is the cause of the infringement. This Section 15 shall survive the termination of this Agreement.

## 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 deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its respective obligations in relation to this Agreement, if the delay or failure was due to any cause beyond its reasonable control including, but not limited to, acts of God, explosions, epidemic or pandemic, nuclear contamination, floods, fire or accident, war or threat of war, sabotage, civil disturbance, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes or industrial actions or trade disputes, power, telecommunications or Internet failures or damages to or destruction of any network facilities ("Force Majeure"). If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

## **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 affected, 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 (3<sup>rd</sup>) business day following their proven posting if the delivery address is in the Czech Republic, and on the fifteenth (15<sup>th</sup>) 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:

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:

## 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 electronic 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.

	DATE:
Statutory Representative Albertina icome Praha s.r.o. Štěpánská 16 110 00 Praha 1 Czech Republic	
	DATE:
Director of National Library of Technology Technická 2710/6	
160 80 Praha 6 – Dejvice	

Czech Republic

## Appendix A: Business Terms

#### **Licensed Materials:**

- Name: RSC Gold excluding Archive as specified in Appendix D
- URL for access to Licensed Materials: https://pubs.rsc.org/en/journals

Number of titles, if applicable: RSC Gold excluding Archive contains 36 Hybrid Journals titles, plus non-perpetual access to additional 5 titles, see Appendix D. The non-perpetual titles are as follows:

Annual Reports on the Progress of Chemistry, A (2008-2013)

Annual Reports on the Progress of Chemistry, B (2008-2013)

Annual Reports on the Progress of Chemistry, C (2008-2013)

Chemical Science (2010-2014)

RSC Advances (2011-2016)

• Dates covered, if applicable 2026-2028, see Appendix D

Description: Royal Society of Chemistry's RSC Gold excluding Archive offers access to the collection of online journals.

Agreement Term: Effective Date - 31 December 2028

Access Conditions: Unlimited simultaneous user system-wide access

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

#### **Fees and Negotiated Discounts:**

- Total Fee 2026-2028: 1,193,838.00 GBP (exclusive of VAT)
- License Fee / year:

2026: 2027:

2028:

- Ongoing Fees, e.g. access fee, if any; indicate any waived fees
- One-time Fees; indicated any waived fees

#### **Payment Terms:**

1. The Fee shall be paid to the Distributor's bank account no.:

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 2026 shall be paid in the whole amount, regardless of the beginning of this Agreements' 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.
- 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 30 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 5 February of the given year;
  - If the invoice is delivered later, at the latest within fifteen (15) days prior to the due date of the second partial payment, i.e. in the term beginning from 5 February to 15 May 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.
- 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. 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. In the event the invoice is issued by an EU-based Distributor or its EU-based subsidiary, the invoice shall also contain information that the reverse charge rules are maintained and followed. This duty does not apply to the Distributors based outside the EU or in the Czech Republic.

- 8. If the invoice does not contain the requisites set forth in this Agreement or by the applicable legislation or these are incorrect or incomplete, the Licensee is entitled to return such invoice to the Distributor for completion/correction. In such case, the term of payment shall be interrupted and the new term of payment shall run from the provable corrected invoice delivery date to the Licensee and pursuant to the rules set forth above. The procedure under the previous sentence may also be repeated. The Distributor shall correct the invoice in each case within 15 days as of written notification by the Licensee on incorrect or incomplete invoice. Denial of monetary performance and the related return of an invoice in accordance with this paragraph do not constitute a default in the payment by the Licensee.
- 9. Fulfillment of any financial duty associated with performance under this Agreement shall be understood as the moment of debiting the full amount from the bank account of the Party.
- 10. The Distributor is not entitled to require any advance payments under this Agreement.
- 11. Each Party shall bear its own costs in connection with this Agreement. The bank fees for the bank transfer are shared between the Parties.

The provisions of Section 12. – 14. of Payment Terms below apply to Distributor based in the Czech Republic.

- 12. The Distributor declares that it is a VAT payer and that is not an unreliable VAT payer within the meaning of the Section 106a of the VAT Act. In the event that the tax administrator starts a procedure that the Distributor is an unreliable VAT payer, the Distributor undertakes to notify such fact to the Licensee in writing without undue delay.
- 13. The Distributor further declares that it fulfills all the conditions set forth in the Section 109 of the VAT Act, i.e. that it has not breached any obligation under the VAT Act which could lead to the liability of the Licensee for the unpaid tax under the Section 109 of the VAT Act. The Distributor undertakes that if there is a threat or even a breach of any Distributor's obligation that could lead to the liability of the Distributor for an unpaid tax, it shall notify such fact in writing to the Licensee without undue delay.
- 14. Any payments made under this Agreement in favor of the Distributor shall be made to the Distributor's bank account, which is registered with the tax authority within the meaning of the Section 109 of the VAT Act, which the Distributor confirms. In the event that the Distributor becomes an unreliable VAT payer under the preceding paragraphs or there is a threat that the Distributor will become an unreliable VAT payer under the preceding paragraphs, or the Distributor's account shall not be registered with the tax administrator, 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.

## Appendix B: Participating Institutions, Potential Participating Institutions and Fees

Information concerning the fees of the individual Participating Institutions and Potential Participating Institutions contained in this Appendix B is considered business secret pursuant to the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, as amended, and are not to be disclosed in the Register of Contracts in accordance with the provisions of Section 3, Paragraph 1 and Paragraph 2 letter b) of Act No. 340/2015 Coll.

The Parties acknowledge that the Licensee is obliged by law to subsequently disclose in the Register of Contracts the individual agreements on provision of access to the Licensed Materials concluded between the Licensee and each Participating Institution.

Corresponding fees for individual licenses will not be disclosed.

#### PARTICIPATING INSTITUTIONS

Institution - English name	Category	Cur.	Fee 2026	Fee 2027	Fee 2028
	Read	GBP			
	Publish	GBP			
Brno University of Technology	Subtotal	GBP			
	Read	GBP			
	Publish	GBP			
Charles University	Subtotal	GBP			
	Read	GBP			
Institute of Inorganic Chemistry of	Publish	GBP			
the CAS	Subtotal	GBP			
	Read	GBP			
Institute of Macromolecular	Publish	GBP			
Chemistry of the CAS	Subtotal	GBP			
	Read	GBP			
Institute of Organic Chemistry and	Publish	GBP			
Biochemistry of the CAS	Subtotal	GBP			
	Read	GBP			
	Publish	GBP			
Institute of Physics of the CAS	Subtotal	GBP			
	Read	GBP			
J. Heyrovsky Institute of Physical	Publish	GBP			
Chemistry of the CAS	Subtotal	GBP			
	Read	GBP			
	Publish	GBP			
Masaryk University	Subtotal	GBP			

	Read	GBP		
	Publish	GBP		
Mendel University in Brno	Subtotal	GBP		
·	Read	GBP		
	Publish	GBP		
Palacky University Olomouc	Subtotal	GBP		
The Extreme Light Infrastructure	Read	GBP		
ERIC (only facility Dolní Břežany,	Publish	GBP		
CZ)	Subtotal	GBP		
	Read	GBP		
University of Chemistry and	Publish	GBP		
Technology, Prague	Subtotal	GBP		
	Read	GBP		
	Publish	GBP		
University of Pardubice	Subtotal	GBP		
Total Read without VAT		GBP		
Total Publish without VAT		GBP		
TOTAL without VAT		GBP		
<b>GRAND TOTAL without VAT</b>		GBP	1,193,8	}

## POTENTIAL PARTICIPATING INSTITUTIONS

Fees for potential participating institutions

Institution - English name	Category	Cur.	Fee 2026	Fee 2027	Fee 2028
	Read	GBP			
	Publish	GBP			
University of Ostrava	Subtotal	GBP			
	Read	GBP			
	Publish	GBP			
Biology Centre of the CAS	Subtotal	GBP			

(Participating Institutions are not excluded from this list)

Potential Participating Institutions (Czech)	Potential Participating Institutions (English)
Agritec Plant Research	Agritec Plant Research ltd.
Agrotest fyto, s.r.o.	Agrotest Fyto
Agrovýzkum Rapotín s.r.o.	Agrovyzkum Rapotin
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
Archeologický ústav AV ČR, Brno, v. v. i.	Institute of Archaeology Czech Academy of Sciences, Brno
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
CESNET, zájmové sdružení právnických osob	CESNET
Česká geologická služba	Czech Geological Survey
Česká zemědělská univerzita v Praze	Czech University of Life Sciences Prague
České vysoké učení technické v Praze	Czech Technical University in Prague
Český hydrometeorologický ústav	Czech Hydrometeorological Institute
Etnologický ústav AV ČR, v. v. i.	Institute of Ethnology of the CAS, v. v. i.
Evropská výzkumná univerzita, z.ú.	European Research University
Fakultní nemocnice Brno	University Hospital Brno
Fakultní nemocnice Bulovka	Bulovka University Hospital
Fakultní nemocnice Hradec Králové	University Hospital Hradec Králové
Fakultní nemocnice Královské Vinohrady	University Hospital Kralovske Vinohrady
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
Fakultní Thomayerova nemocnice	Thomayer University Hospital
Filosofický ústav AV ČR, v. v. i.	Institute of Philosophy of the ASCR
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
Institut postgraduálního vzdělávání ve zdravotnictví	Institute for Postgraduate Medical Education
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
Knihovna Ústeckého kraje, příspěvková	
organizace	Ústí Regional 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
Krajská zdravotní, a.s.	Regional Health Corporation
Masarykova univerzita	Masaryk University
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.
Ministerstvo financí ČR	Ministry of Finance of the Czech Republic
Ministerstvo školství, mládeže a tělovýchovy	Ministry of Education, Youth and Sports
Moravská zemská knihovna v Brně	Moravian Library in Brno
Moravskoslezská vědecká knihovna v Ostravě,	,
příspěvková organizace	Moravian-Silesian Research Library in Ostrava
Národní centrum zemědělského a	
potravinářského výzkumu, v.v.i.	Czech Agrifood Research Center
Národní filmový archiv	National Film Archive
Národní galerie v Praze	National Gallery Prague
Národní knihovna České republiky, státní	
příspěvková organizace zřízená Ministerstvem	National Library of the Czach Banyblia
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
Národní technická knihovna	National Library of Technology
Národní ústav duševního zdraví	National Institute of Mental Health
Nemocnice Havířov, příspěvková organizace	Havířov Hospital
Nemocnice Na Homolce	Na Homolce Hospital
Orientální ústav AV ČR, v. v. i.	Oriental Institute of the Czech Academy of Sciences
OSEVA vývoj a výzkum s.r.o.	OSEVA Development and Research Ltd.
Ostravská univerzita	University of Ostrava
Policejní akademie České republiky v Praze	Police Academy of the Czech Republic in Prague

D 5" 0 1 1	D 51 0 1 1
Prague Film School, s.r.o.	Prague Film School
Psychologický ústav AV ČR, v. v. i.	Institute of Psychology of the CAS
Slezská univerzita v Opavě	Silesian University in Opava
Sociologický ústav AV ČR, v. v. i.	Institute of Sociology of the CAS
Státní ústav pro kontrolu léčiv	State Institute for Drug Control
Státní zdravotní ústav	National Institute of Public Health
Středočeská vědecká knihovna v Kladně,	
příspěvková organizace	Central Bohemian Research Library in Kladno Education and Research Library of Pilsener
Studijní a vědecká knihovna Plzeňského kraje, příspěvková organizace	Region
Studijní a vědecká knihovna v Hradci Králové	Research Library in Hradec Králové
Škoda Auto Vysoká škola o.p.s.	ŠKODA AUTO University
Technická univerzita v Liberci	Technical University of Liberec
The Extreme Light Infrastructure ERIC (pouze	The Extreme Light Infrastructure ERIC (only
pracoviště Dolní Břežany, ČR)	facility Dolní Břežany, CZ)
Univerzita Hradec Králové	University of Hradec Králové
Univerzita Jana Evangelisty Purkyně v Ústí nad	Jan Evangelista Purkyně University in Ústí nad
Labem Univerzita Karlova	Charles University
	Charles University
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 dějin umění AV ČR, v. v. i.	Institute of Art History of the Czech Academy of Sciences
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
	Institute of Photonics and Electronics of the
Ústav fotoniky a elektroniky AV ČR, v. v. i.	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
Court Homatologic a Movill Hamorazo	Institute of Chemical Process Fundamentals of
Ústav chemických procesů AV ČR, v. v. i.	the CAS
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
	·

	Institute of Macromolecular Chemistry of the
Ústav makromolekulární chemie AV ČR, v. v. i.	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 pro hydrodynamiku AV ČR, v. v. i.	Institute of Hydrodynamics of the CAS
Ústav pro soudobé dějiny AV ČR, v. v. i.	Institute of Contemporary History, Czech Academy of Sciences
Ústav přístrojové techniky AV ČR, v. v. i.	Institute of Scientific Instruments of the CAS
Ústav státu a práva AV ČR, v. v. i.	Institute of State and Law
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, státní příspěvková organizace	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
Vojenská nemocnice Brno	Military Hospital Brno
Všeobecná fakultní nemocnice v Praze	General University Hospital in Prague
Vysoká škola báňská - Technická univerzita	
Ostrava	VSB - Technical University of Ostrava
Vysoká škola ekonomická v Praze	Prague University of Economics and Business
Vysoká škola evropských a regionálních studií,	TI 0 II 15 10 II
Z. Ú.	The College of European and Regional Studies
Vysoká škola finanční a správní, a.s.	University of Finance and Administration
Vysoká škola chemicko-technologická v Praze	University of Chemistry and Technology, Prague
Vysoká škola polytechnická Jihlava	College of Polytechnics Jihlava
Vysoká škola technická a ekonomická v Českých Budějovicích	Institute of Technology and Business in České Budějovice
Vysoká škola uměleckoprůmyslová v Praze	Academy of Arts, Architecture and Design in Prague
Vysoké učení technické v Brně	Brno University of Technology
Výzkumný a šlechtitelský ústav ovocnářský Holovousy s.r.o.	Research and Breeding Institute of Pomology Holovousy
Výzkumný institut práce a sociálních věcí, v. v. i.	Research Institute for Labour and Social Affairs
Výzkumný ústav bramborářský Havlíčkův Brod,	
s.r.o.	Potato Research Institute Havlíčkův Brod
Výzkumný ústav geodetický, topografický a kartografický, v. v. i.	Research Institute of Geodesy, Topography and Cartography, v. v. i.

Výzkumný ústav lesního hospodářství a myslivosti, v. v. i.	Forestry and Game Management Research Institute
Výzkumný ústav monitoringu a ochrany půdy, v. v. i.	Research Institute for Soil and Water Conservation
Výzkumný ústav pro krajinu, v. v. i.	Landscape Research Institute
Výzkumný ústav textilních strojů	VUTS, JSC - Technical Library
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
Západočeská univerzita v Plzni	University of West Bohemia
Západočeské muzeum v Plzni, příspěvková	
organizace	Museum of West Bohemia
Zemědělský výzkum,spol. s r.o.	Agricultural Research, Ltd.

## Appendix C: IP Addresses of Participating Institutions

Instituce	Institution	IP addresses
Fyzikální ústav AV	Institute of	IPv4:
ČR, v. v. i.	Physics of the CAS	147.231.126.0-147.231.126.255, 147.231.127.0- 147.231.127.255, 147.231.26.0-147.231.26.255, 147.231.27.0-147.231.27.255, 147.231.232.0- 147.231.232.255, 147.231.19.32-147.231.19.39, 147.231.19.176-147.231.19.183, 147.231.229.176- 147.231.229.183, 147.231.233.0-147.231.233.255, 147.231.238.0-147.231.238.31, 147.231.229.184- 147.231.229.191, 147.231.229.192-247.231.229.199
Masarykova	Masaryk	IPv4:
univerzita	University	147.251.0.0-147.251.49.35, 147.251.49.37-147.251.255.255  IPv6: 2001:718:801:0000:0000:0000:0000-2001:718:801:fffffffffffffffffffffffffffffffff
Mendelova univerzita	Mendel	IPv4:
v Brně	University in Brno	195.178.72.0-195.178.72.255, 195.178.73.0- 195.178.73.255, 195.178.74.0-195.178.74.255, 195.178.75.0-195.178.75.255, 195.178.76.0- 195.178.76.255, 195.178.77.0-195.178.77.255, 195.178.78.0-195.178.78.255, 195.178.79.0- 195.178.79.255, 195.178.80.0-195.178.80.255, 195.113.143.0-195.113.143.255, 195.113.174.32- 195.113.174.63, 195.113.194.0-195.113.194.255, 195.113.204.255, 195.113.215.0-195.113.204.0- 195.113.204.255, 195.113.215.0-195.113.217.0- 195.113.217.255, 195.113.218.0-195.113.218.255, 195.113.239.0-195.113.239.255, 78.128.147.0- 78.128.147.255
The Extreme Light	The Extreme	IPv4:
Infrastructure ERIC (pouze pracoviště Dolní Břežany, ČR)	Light Infrastructure ERIC (only	147.231.234.0-147.231.235.255 IPv6:
,, 21.3,	facility Dolní	2001:718:431:2000:0000:0000:0000:0000-
	Břežany, CZ)	2001:718:431:2ffffffff:ffff:ffff

11 1 11 12 1	01 1	ID 4
Univerzita Karlova	Charles University	IPv4:
Univerzita Palackého	Palacky	2001:0718:2400:0001ffff:ffff:ffff IPv4:
v Olomouci	University Olomouc	158.194.0.0-158.194.255.255
Univerzita Pardubice	University of Pardubice	IPv4: 195.113.124.0-195.113.129.255, 195.113.162.128- 195.113.162.255, 195.113.168.0-195.113.168.255, 78.128.148.0-78.128.159.255
Ústav anorganické chemie AV ČR, v. v. i.		IPv4: 147.231.132.1-147.231.132.254, 147.231.133.1- 147.231.133.254
L	l .	

Ústav fyzikální	J. Heyrovsky	IPv4:
chemie J.	Institute of	147.231.28.0-147.231.31.255
Heyrovského AV ČR,	Physical	
v. v. i.	Chemistry of the	
	CAS	
Ústav	Institute of	IPv4:
makromolekulární		147.231.112.0-147.231.112.255, 147.231.113.0-
chemie AV ČR, v. v. i.	Chemistry of the	147.231.113.255, 147.231.77.129-147.231.77.254,
	CAS	147.231.51.227-147.231.51.228, 147.231.236.23
Ústav organické	Institute of	IPv4:
chemie a biochemie	Organic	147.231.18.232-147.231.18.239, 147.231.120.0-
AV ČR, v. v. i.	Chemistry and	147.231.123.255, 147.231.128.0-147.231.129.255,
	Biochemistry of	192.108.128.0-192.108.128.255, 24.38.22.62,
	the CAS	148.76.108.0 - 148.76.108.7
Vysoká škola	University of	IPv4:
chemicko-	Chemistry and	147.33.0.0-147.33.255.255
technologická v Praze	Technology,	
	Prague	
Vysoké učení	Brno University	IPv4:
technické v Brně	of Technology	147.229.0.0-147.229.255.255

## Appendix D: Title List

## **RSC Gold excluding Archive / Hybrid Journals**

Customer and Participating Institutions have access to the electronic versions of the following Hybrid Journals.

Access					
Journals	E-ISSN	Hybrid Journals	years during Term*	Post- cancellation access	Copyright Owner*
Analyst	1364-5528	V	2008-2028	2026-2028	RSC
Analytical Methods <sup>1</sup>	1759-9679	<b>√</b>	2009-2028	2026-2028	RSC
Annual Reports on the Progress of Chemistry,	1460-4760	_	2008-2013	_	RSC
A	1400-4700		2000-2010		1100
В	1460 4779	-	2008-2013	-	RSC
С	1460-4787	-	2008-2013	-	RSC
Biomaterials Science <sup>1</sup>	2047-4849	$\sqrt{}$	2013-2028	2026-2028	RSC
Catalysis Science & Technology <sup>1</sup>	2044-4761		2011-2028	2026-2028	RSC
Chemical Communications	1364-548X	$\sqrt{}$	2008-2028	2026-2028	RSC
Chemical Science <sup>1, 2</sup>	2041-6539	-	2010-2014	-	RSC
Chemical Society Reviews	1460-4744	$\sqrt{}$	2008-2028	2026-2028	RSC
CrystEngComm	1466-8033	$\sqrt{}$	2008-2028	2026-2028	RSC
Dalton Transactions	1477-9234		2008-2028	2026-2028	RSC
Energy & Environmental Science <sup>1</sup>	1754-5706		2008-2028	2026-2028	RSC
Environmental Science: Nano <sup>1</sup>	2051-8161	√	2014-2028	2026-2028	RSC
Environmental Science: Processes & Impacts	2050-7895	V	2013-2028	2026-2028	RSC
including				-	
Journal of Environmental Monitoring (1464-0333) 2008-2012					
Environmental Science: Water Research & Technology <sup>1</sup>	2053-1419	√	2015-2028	2026-2028	RSC
Faraday Discussions	1364-5498	V	2008-2028	2026-2028	RSC
Food & Function <sup>1</sup>	2042-650X	√	2010-2028	2026-2028	RSC
Green Chemistry	1463-9270	V	2008-2028	2026-2028	RSC
Inorganic Chemistry Frontiers <sup>1</sup>	2052-1553	V	2014-2028	2026-2028	PKU
Journal of Analytical Atomic Spectrometry	1364-5544	<b>√</b>	2008-2028	2026-2028	RSC
Journal of Materials Chemistry A	2050-7496	V	2013-2028	2026-2028	RSC
Journal of Materials Chemistry B	2050-7518	$\sqrt{}$	2013-2028	2026-2028	RSC
Journal of Materials Chemistry C	2050-7534		2013-2028	2026-2028	RSC
including Journal of Materials Chemistry (1364-5501) 2008-2012				-	
Lab on a Chip	1473-0189	<b>√</b>	2008-2028	2026-2028	RSC
Materials Chemistry Frontiers <sup>1</sup>	2052-1537	<b>√</b>	2017-2028	2026-2028	IC
Materials Horizons <sup>1</sup>	2051-6355	<b>√</b>	2014-2028	2026-2028	RSC
Molecular Systems Design & Engineering <sup>1</sup>	2058-9689	<b>√</b>	2016-2028	2026-2028	IChemE
Nanoscale <sup>1</sup>	2040-3372	<b>√</b>	2009-2028	2026-2028	RSC
Nanoscale Horizons <sup>1</sup>	2055-6764	V	2016-2028	2026-2028	RSC
Natural Product Reports	1460-4752	√	2008-2028	2026-2028	RSC
New Journal of Chemistry	1369-9261	<b>√</b>	2008-2028	2026-2028	CNRS
Organic & Biomolecular Chemistry	1477-0539	<b>√</b>	2008-2028	2026-2028	RSC
Organic Chemistry Frontiers <sup>1</sup>	2052-4129	<b>√</b>	2014-2028	2026-2028	SIOC
Physical Chemistry Chemical Physics	1463-9084	√	2008-2028	2026-2028	Owner Societies
Polymer Chemistry <sup>1</sup>	1759-9962	1	2010-2028	2026-2028	RSC
Reaction Chemistry & Engineering <sup>1</sup>	2058-9883	V	2016-2028	2026-2028	RSC
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Journals	E-ISSN	Hybrid Journals	Access years during Term*	Post- cancellation access	Copyright Owner*
RSC Advances <sup>1, 3</sup>	2046-2069	-	2011-2018	-	RSC
RSC Medicinal Chemistry including MedChemComm <sup>1</sup> (2040-2511) 2010-2019	2632-8682	√	2020-2028	2026-2028	RSC
Soft Matter	1744-6848	√	2008-2028	2026-2028	RSC
Sustainable Energy & Fuels <sup>1</sup>	2398-4902	V	2017-2028	2026-2028	RSC

<sup>&</sup>lt;sup>1</sup> Access is free for the first two (2) years/volumes.

Participating Institutions also have access to the following Gold OA Journals:

Journals	E-ISSN	Access	Copyright Owner
Chemical Science <sup>4</sup>	2041-6539	2015-2026	RSC
Chemistry Education Research and Practice <sup>4</sup>	1756-1108	2026-2028	RSC
Digital Discovery	2635-098X	2022-2028	RSC
EES Batteries	3033-4071	2025-2028	RSC
EES Catalysis	2753-801X	2023-2028	RSC
EES Solar	3033-4063	2025-2028	RSC
Energy Advances	2753-1457	2022-2028	RSC
Environmental Science: Advances	2754-7000	2022-2028	RSC
Environmental Science: Atmospheres	2634-3606	2021-2028	RSC
Industrial Chemistry & Materials	2755-2608	2023-2028	IPE
Materials Advances	2633-5409	2020-2028	RSC
Nanoscale Advances	2156-0230	2018-2028	RSC
RSC Advances	2046-2069	2017-2028	RSC
RSC Applied Interfaces	2755-3701	2024-2028	RSC
RSC Applied Polymers	2755-371X	2023-2028	RSC
RSC Chemical Biology	2633-0679	2020-2028	RSC
RSC Mechanochemistry	2976-8683	2024-2028	RSC
RSC Pharmaceutics	2976-8713	2024-2028	RSC
RSC Sustainability	2753-8125	2023-2028	RSC
Sensors & Diagnostics	2635-0998	2022-2028	RSC
Sustainable Food Technology	2753-8095	2023-2028	RSC

#### Future updates can be found at https://rsc.li/apcsandfunding.

\* RSC The Royal Society of Chemistry

ACS GD American Chemical Society, Division of Geochemistry

CNRS Centre National de la Recherche Scientifique

IC Chinese Chemical Society, Institute of Chemistry of Chinese Academy of Sciences and Royal Society

of Chemistry

IChemE Institution of Chemical Engineers and Royal Society of Chemistry

IPE Institute of Process Engineering of Chinese Academy of Sciences and Royal Society of Chemistry Owner Societies Canadian Society for Chemistry, Deutsche Bunsen-Gesellschaft für Physikalische Chemie, Institute of

Chemistry of Ireland, Israel Chemical Society, Kemisk Forening, Koninklijke Nederlandse Chemische Vereniging, Korean Chemical Society, New Zealand Institute of Chemistry, Norsk Kjemisk Selskap, Polskie Towarzystwo Chemiczne, Real Sociedad Española de Química, Royal Australian Chemical Institute, Royal Society of Chemistry, Società Chimica Italiana, Suomen Kemian Seura - Kemisk

Sällskapet I Finland, Svenska Kemistsamfundet, Swiss Chemical Society, and Türkiye Kimya Dernegi,

PKU Chinese Chemical Society, Peking University and Royal Society of Chemistry

SIOC Chinese Chemical Society, Shanghai Institute of Organic Chemistry and Royal Society of Chemistry

<sup>&</sup>lt;sup>2</sup> From January 2015 *Chemical Science* is a Diamond Gold Open Access journal.

<sup>&</sup>lt;sup>3</sup> From January 2017 RSC Advances is a Gold Open Access journal.

<sup>\*</sup>Subject to change with consideration to the relevant year's title list.

<sup>&</sup>lt;sup>4</sup> Chemical Science and Chemistry Education Research and Practice are Diamond Gold Open Access journals.

# Appendix E: OA Workflows and Services for Read & Publish customers

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

These OA Article workflow and services ("Services") are the article-based open access business model used by Publisher.

Eligible Journals: "Hybrid Journal" shall mean a journal title in which articles that are not Open Access Articles are published in the same issue as Open Access Articles. "Full Gold Open Access Journal" shall mean a journal title in which all articles are published under an open access license.

Eligible Authors from Participating Institutions may publish OA articles in Eligible Journals with no fee charged to them. Range of annual Eligible Author publications: unlimited Open Access publishing of Eligible Articles in Eligible Journals.

#### 1. Eligible Authors

- 1.1. Authors ("Eligible Authors") who want to publish OA Articles must be affiliated with one of the Participating Institutions and agree to Publisher's open access publishing conditions as might be applicable at the respective time. Any changes in the Publisher's open access publishing conditions shall not be detrimental to the Licensee and Participating Institutions.
- 1.2. Eligible Authors must be the primary corresponding author as designated in the article submission system, and their Participating Institution must be stated as their affiliation in both the article and the author submission workflow.
- 1.3. The Licensee takes into account that Eligible Authors will be identified by the Publisher through e-mail domain defined in Table of eligible domains for each institution.
- 1.4. The Licensee takes into account that in future, Publisher may use the following parameters together with e-mail domains(s) to identify Eligible Authors: persistent identifier, such as Ringgold, ORCID or other recognised institutional identifier as provided by the Eligible Author and published in the article metadata.
- 1.5. Eligible Authors can object to their article being made an OA Article (so-called opt out) and publish subscription based instead. Publisher will inform the both Licensee and Participating Institution in each case accordingly and in a timely manner.

#### 2. Obligations of Publisher and Licensee

2.1. Publisher shall publish articles from Eligible Authors as OA Articles under a Creative Commons Attribution licence (CC-BY) without delay upon first publication. Publisher

will make every effort to support the Eligible Author to comply with the agreement and to sign the necessary licence.

- 2.2. Publisher will not directly charge Eligible Authors.
- 2.3. Publisher shall be responsible for the identification of Eligible Authors. If authors have not provided data to identify their eligibility at submission, they are not guaranteed to be identified as eligible to publish open access. However, at the sole discretion of the Publisher, in cases where the Participating Institution or the Licensee will communicate to the Publisher a request to change the eligibility of the article, the Publisher may offer the opportunity to publish the article Open Access free of Article Processing Charge.
- 2.4. In the event that Eligible Authors are not identified on acceptance and their articles are discovered not to have been published Open Access, the Publisher will report these articles to both the Licensee and Participating Institution in their monthly reports and offer them the opportunity to convert to Open Access free of Article Processing Charge.
- 2.5. If Publisher needs to verify eligibility of an Author, Licensee and/or Participating Institution will verify the eligibility of an article as quickly as possible to ensure the timely production and publication of the article. If the Publisher requires verification of the eligibility of an article, Publisher will contact the Licensee and/or Participating Institution by email using the contact details given for the monthly report. If Participating Institution requires more than three (3) business days to approve or reject the eligibility of the article, they will inform Publisher about the delay in the process.

#### 3. Reporting

- 3.1. Publisher will only count OA Articles from Eligible Authors that have been accepted for publication (article acceptance). Publisher will document how many eligible articles have been accepted for publication and will communicate this to both Licensee and Participating Institutions on a monthly basis.
- 3.2. The report shall include the following details:
  - 3.2.1. Name and email address of the Author who is affiliated to Participating Institution (must be the corresponding author)
    - 3.2.2. Author's affiliation
    - 3.2.3. Date of acceptance
    - 3.2.4. Journal Title
    - 3.2.5. Article title
    - 3.2.6. Article type
    - 3.2.7. DOI and/ or link to the published article
    - 3.2.8. Date of submission
    - 3.2.9. Date of publication
    - 3.2.10. OA Licence Type
    - 3.2.11. APC amount (GBP) included if the author has paid the APC

Publisher shall also provide an annual report of the total number of articles published.

#### 4. Editorial independence

- 4.1 All parties recognise that neither the Licensee or Participating Institution will be involved in the editorial processes despite its financial obligations towards Publisher.
- 4.2 Publisher is not obligated to publish an article submitted by an Eligible Author on the basis of this Agreement.
- 4.3 Licensee and Participating Institutions recognise that the selection of content that is to be published on Publisher's platform is entirely at Publisher's discretion. Both Licensee and Participating Institution relinquishes all possible due claims towards Publisher resulting from Publisher's rejection to publish content, either entirely or partially, submitted by an Eligible Author.

#### 5. Termination of Services

5.1 Participating Institution must give Publisher notice by 90 days before the end of the respective Subscription Period that it wishes to discontinue receiving these Services.

#### Table of eligible domains

Instituce	Institution	E-domains
Fyzikální ústav AV ČR, v. v. i.	Institute of Physics of the CAS	
Masarykova univerzita	Masaryk University	
Mendelova univerzita v Brně	Mendel University in Brno	
The Extreme Light Infrastructure ERIC (pouze pracoviště Dolní Břežany, ČR)	The Extreme Light Infrastructure ERIC (only facility Dolní Břežany, CZ)	
Univerzita Karlova	Charles University	
Univerzita Palackého v Olomouci	Palacky University Olomouc	
Univerzita Pardubice	University of Pardubice	
Ústav anorganické chemie AV ČR, v. v. i.	Institute of Inorganic Chemistry of the CAS	
Ústav fyzikální chemie J. Heyrovského AV ČR, v. v. i.	J. Heyrovsky Institute of Physical Chemistry of the CAS	
Ústav makromolekulární chemie AV ČR, v. v. i.	Institute of Macromolecular Chemistry of the CAS	
Ústav organické chemie a biochemie AV ČR, v. v. i.	Institute of Organic Chemistry and Biochemistry of the CAS	
Vysoká škola chemicko-technologická v Praze	University of Chemistry and Technology, Prague	
Vysoké učení technické v Brně	Brno University of Technology	

# Appendix F: Journals eligible for Open Access Publishing within the Read & Publish Agreement

The following journals are eligible for Open Access publishing:

Journals	E-ISSN	Hybrid / Gold OA
Analyst	1364-5528	Hybrid
Analytical Methods	1759-9679	Hybrid
Biomaterials Science	2047-4849	Hybrid
Catalysis Science & Technology	2044-4761	Hybrid
Chemical Communications	1364-548X	Hybrid
Chemical Society Reviews	1460-4744	Hybrid
Chemistry Education Research and Practice	1756-1108	Diamond OA
CrystEngComm	1466-8033	Hybrid
Dalton Transactions	1477-9234	Hybrid
Digital Discovery	2635-098X	Gold OA
EES Batteries	3033-4071	Gold OA
EES Catalysis	2753-801X	Gold OA
EES Solar	3033-4063	Gold OA
Energy & Environmental Science	1754-5706	Hybrid
Energy Advances	2753-1457	Gold OA
Environmental Science: Advances	2754-7000	Gold OA
Environmental Science: Atmospheres	2634-3606	Gold OA
Environmental Science: Nano	2051-8161	Hybrid
Environmental Science: Processes & Impacts	2050-7895	Hybrid
Environmental Science: Water Research & Technology	2053-1419	Hybrid
Faraday Discussions	1364-5498	Hybrid
Food & Function	2042-650X	Hybrid
Green Chemistry	1463-9270	Hybrid
Industrial Chemistry & Materials	2755-2608	Gold OA
Inorganic Chemistry Frontiers	2052-1553	Hybrid
Journal of Analytical Atomic Spectrometry	1364-5544	Hybrid
Journal of Materials Chemistry A	2050-7496	Hybrid
Journal of Materials Chemistry B	2050-7490	Hybrid
Journal of Materials Chemistry C	2050-7518	Hybrid
Lab on a Chip	1473-0189	Hybrid
Materials Advances	2633-5409	Gold OA
Materials Advances  Materials Chemistry Frontiers	2052-1537	Hybrid
Materials Chemistry Frontiers  Materials Horizons	2051-6355	Hybrid
Molecular Systems Design & Engineering	2058-9689	
Nanoscale		Hybrid
Nanoscale Advances	2040-3372	Hybrid
Nanoscale Horizons	2156-0230	Gold OA
	2055-6764	Hybrid
Natural Product Reports	1460-4752	Hybrid
New Journal of Chemistry	1369-9261	Hybrid
Organic & Biomolecular Chemistry	1477-0539	Hybrid
Organic Chemistry Frontiers	2052-4129	Hybrid
Physical Chemistry Chemical Physics	1463-9084	Hybrid
Polymer Chemistry	1759-9962	Hybrid
Reaction Chemistry & Engineering	2058-9883	Hybrid
RSC Advances	2046-2069	Gold OA
RSC Applied Interfaces	2755-3701	Gold OA
RSC Applied Polymers	2755-371X	Gold OA
RSC Chemical Biology	2633-0679	Gold OA
RSC Mechanochemistry	2976-8683	Gold OA
RSC Medicinal Chemistry	2632-8682	Hybrid
RSC Pharmaceutics	2976-8713	Gold OA
RSC Sustainability	2753-8125	Gold OA

Journals	E-ISSN	Hybrid / Gold OA
Sensors & Diagnostics	2635-0998	Gold OA
Soft Matter	1744-6848	Hybrid
Sustainable Energy & Fuels	2398-4902	Hybrid
Sustainable Food Technology	2753-8095	Gold OA

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