

STANDARD LICENSE AGREEMENT

THE NATIONAL LIBRARY OF TECHNOLOGY

AND

ALBERTINA ICOME PRAHA S.R.O.

This License Agreement ("Agreement") is made between

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

(hereinafter referred to as the "Licensee")

and

Name: Albertina icome Praha s. r. o.
Seat: Štěpánská 16, 110 00 Praha 1
Identification number: 49612158

(hereinafter referred to as the "Distributor")

(Distributor and Licensee together as the "Parties", and separately each as a "Party").

The Distributor is acting on behalf of **BMJ Publishing Group Limited**, registered office at BMA House, Tavistock Square, London AC1H 9JR, United Kingdom, company number 03102371 ("Publisher")

The Licensee acts as a central purchasing body within the meaning of Act No. 134/2016 Coll., on Public Procurement, as amended, for concluding license agreements on behalf of Participating Institutions as listed in Appendix B ("Participating Institutions") as part of the project CzechELib. In the event the Licensee is listed in Appendix B, all and any provisions related to Participating Institutions shall be without any limitation applicable also to the Licensee.

The Licensee shall be entitled to grant the necessary authorization or sublicense to Participating Institutions.

In consideration of the mutual promises contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Representation, Subject of the Agreement, Content of Licensed Materials; Grant of License

- 1.1. **Representation.** The Distributor hereby represents and warrants that it has all the authority, competence and license to grant a license to the Licensed Materials to the Licensee as defined in this Agreement. Where the performance of the Distributor's obligation depends on the activity and/or cooperation of the Publisher, the Distributor shall ensure and is liable for any violation of the rights and/or obligations stipulated herein as a result of the activity or inactivity of the Publisher and this can serve as a reason for termination of this Agreement pursuant to Section 11.
- 1.2. **Subject of the Agreement.** The subject of this Agreement is to define the conditions of cooperation and the rights and duties of the Parties while providing the Licensed Materials to the Licensee and the Participating Institutions as defined in this Agreement.
- 1.3. **Licensed Materials.** The materials that are the subject of this Agreement are set forth in Appendix A ("Licensed Materials").
- 1.4. **Grant of License.** The Distributor hereby grants to the Licensee a non-exclusive, non-transferable (except the following sublicenses), system-wide perpetual right, or if perpetual is not objectively possible under applicable law then to the maximum extent permissible under applicable law (regardless whether in form of a license or a sublicense), to use the Licensed Materials pursuant to this Agreement, limited to the territory of the Czech Republic. The Licensee is entitled to grant the sublicenses to the Participating Institutions in order to provide the Licensed Materials to the Authorized Users (as defined in Section 4.1 of this Agreement) of the Participating Institutions in accordance with the terms of this Agreement.
- 1.5. **Ownership of Intellectual Property.** Nothing in this Agreement shall be construed, interpreted or understood to transfer of ownership of any copyright, trademarks, service marks or any other intellectual property from the Distributor or its suppliers to the Licensee or the Authorized Users.

2. Delivery & Access

2.1. The Distributor will provide the Licensed Materials to the Licensee and to the Participating Institutions in the following manner:

Network Access. The Licensed Materials will be stored at one or more of the Publisher's locations in digital form accessible by telecommunication links between such locations and authorized locations of the Licensee and the Participating Institutions.

3. Fees

3.1. **Fees and Payment.** The Licensee shall pay the Distributor a fee for the license concerning the Licensed Materials pursuant to the terms set forth in Appendix A based on an invoice issued by the Distributor ("Fee"). All Fees are due and payable by the Licensee by 30 May of the respective calendar year, unless otherwise stipulated in Appendix A.

3.2. **Incomplete Payment.** The Licensee may cover the invoice partially if a Participating Institution did not provide its financial contribution in time. In the event of such incomplete payment, the Licensee will notify the Distributor in writing of the intended difference no less than ten (10) days prior to the due date. In such case the Licensee is not in delay with the payment and the Distributor or the Publisher may suspend the IP addresses of such Participating Institution until the Fee is completely paid.

3.3. **Change of number of Participating Institutions listed in Appendix B.** In case any Participating Institution shall lose its status as a Participating Institution or in case any Potential Participating Institution and/or new scientific (or similar) institution shall reveal its intent to become a Participating Institution, the Distributor shall enter into negotiations with the Licensee to amend this Agreement and to correspondingly renegotiate the Fee.

4. Authorized Use of Licensed Materials

4.1. **Authorized Users.** "Authorized Users" are:

4.1.1. **Persons affiliated with the Participating Institutions.** Full and part-time employees, faculty, staff and students of the Participating Institutions, regardless of the physical location of such persons. For authorized sites of the Participating Institutions, see Appendix B. Should the Licensee be listed in the Appendix B as the Participating Institution, all provisions concerning the Participating Institution and the Authorized Users shall apply also with respect to the Licensee.

4.1.2. **Walk-ins.** Persons not affiliated with the Participating Institutions who are permitted to access the Participating Institutions' information services and are physically present at the Participating Institutions' site(s) ("Walk-ins").

4.2. **Access by and Authentication of Authorized Users.** Authorized Users of the Participating Institutions shall be granted access to the Licensed Materials pursuant to the following:

4.2.1. **IP Addresses.** Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by the Licensee to the Distributor. The use of proxy servers by the Licensee or the Participating Institutions is authorized as long as any proxy server IP addresses provided limit remote or off-campus access to the Authorized Users. Authorized IP Addresses are listed in Appendix C. An updated list will be sent to the Distributor on an annual or as-needed basis without the need to amend this Agreement. Alternatively, if the Publisher is utilizing its own and/or third-party system for IP range change notification, then an updated list may be sent via such system instead. The Distributor shall ensure that the Publisher shall use reasonable efforts to cooperate with the Participating Institutions in the implementation of new authentication protocols and procedures (such as Shibboleth) as they are developed during the term of this Agreement. Both the Licensee and the Distributor will provide cooperation to coordinate or facilitate this process but they will not be liable for correct implementation of such authentication protocols and procedures (which remain the full responsibility of the Publisher and the respective Participating Institution).

4.2.2. **Distributor or Publisher - Administered Authentication.** Intentionally omitted.

4.2.3. **Personally Identifiable Information (Personal Data) of Authorized Users.** The Licensee, the Distributor and the Publisher together and individually acknowledge and agree that the Licensee neither transfers nor provides any personally identifiable information (personal data) of the Authorized Users to the Distributor. Access to the Licensed Materials is primarily granted via IP Addresses pursuant to Section 4.2(a) of this Agreement which prevent any identification of the Authorized User. In case of the Distributor or the Publisher - Administered Authentication pursuant to Section 4.2(b) of this Agreement, the Distributor and the Publisher are required to ensure lawful processing of any personally identifiable information (personal data). This does not preclude the Licensee to hand over the contact details of the Participating Institutions' contact persons or other personal data where the Licensee has a valid legal basis therefor.

4.3. **Authorized Uses.** The Participating Institutions and the Authorized Users may make all use of the Licensed Materials as is consistent with the applicable law and with this Agreement, including but not limited to the following licensing conditions ("Authorized Uses"). In addition, the Licensed Materials may be used for purposes of research, education or other non-commercial use as particularly follows:

- 4.3.1. Display. The Participating Institutions and the Authorized Users shall have the right to display the Licensed Materials on an electronic screen including Braille terminals and other terminals for visually or otherwise impaired Authorised Users.
- 4.3.2. Digital Copy. The Participating Institutions and Authorized Users may download and digitally copy a limited number of BMJ Journals or abstracts from the Licensed Materials only for that Authorised User's non-commercial use in accordance with this Agreement.
- 4.3.3. Print Copy. The Participating Institutions and the Authorized Users may print a limited number of BMJ Journals or abstracts from the Licensed Materials for non-commercial use only.
- 4.3.4. Recover Copying Costs. The Participating Institutions may impose a reasonable fee on the Authorized Users to cover costs of copying or printing portions of the Licensed Materials by or for the Authorized Users.
- 4.3.5. Archival/Backup Copy. The Distributor shall provide to the Licensee upon request, or the Licensee may independently create, one (1) copy of the entire set of the Licensed Materials that were subscribed to during the term of this Agreement to be maintained as a backup copy. In the event that this Agreement is terminated, or the Publisher no longer offers the Licensed Materials online, the Licensee and Participating Institutions may use the backup copy to exercise their rights under Section 12 (*Perpetual Rights*) of this Agreement.
- 4.3.6. Caching. The Participating Institutions and the Authorized Users are authorized in the course of an automatic process of an internet browser or any other software to make temporary local digital copies of the Licensed Materials in order to ensure proper operation and use of such internet browser or for proper functioning of such software. For the avoidance of doubt, the cached copy is not a derivative work.
- 4.3.7. Classroom Use. The Participating Institutions and the Authorized Users may distribute single copies of individual articles or items of the Licensed Materials in print or electronic form to the Authorized Users. For the avoidance of doubt, classroom handouts shall include the distribution of a copy for teaching purposes to all individual Authorized Users in a class at Authorized Sites (Appendix B).
- 4.3.8. Collections of Information. The Participating Institutions and the Authorized Users shall be permitted to extract or use information contained in the Licensed Materials for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.

4.3.9. **Course Packs (Print and Electronic)**. The Participating Institutions and the Authorized Users may use a limited number of BMJ Journals or abstracts from the Licensed Materials in the preparation of a packet of the materials used in the classroom ("**Course Packs**") or other educational materials. Each such use must carry acknowledgement of the source, title, author and publisher.

4.3.10. **Course Reserves (Print and Electronic)**. The Participating Institutions and the Authorized Users may use a reasonable portion of the Licensed Materials in connection with specific courses of instruction offered by the Participating Institutions.

4.3.11. **Electronic Links**. The Participating Institutions and the Authorized Users may provide hyperlinks from the Participating Institutions' and the Authorized Users' web page(s) or website(s) to individual units of content within the Licensed Materials.

4.3.12. **Scholarly Sharing**. On an ad hoc basis, the Authorized Users may transmit to a third party, in hard copy or electronically, minimal, insubstantial amounts or a portion of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use in the nature of collaboration, comment, or scholarly exchange of ideas but in no case for resale or commercial purposes or in a manner that would substitute for direct access to the Licensed Materials via services offered by the Distributor and/or the Publisher.

4.3.13. **Text and Data Mining**. For the avoidance of doubt, the Distributor as well as the Publisher acknowledge and agree that the rights and authorizations under this Section may not be excluded or limited pursuant to Article 7(1) of Directive (EU) 2019/790 of the European Parliament and of the Council of 17 April 2019 on copyright and related rights in the Digital Single Market and amending Directives 96/9/EC and 2001/29/EC, and that such rights and authorizations are in addition to, and not in lieu of, the rights and authorizations provided to the Authorized Users under statutory provisions governing the scope of such authorizations (i.e. text and data mining).

The Parties therefore hereby stipulate that the Authorized Users may use the Licensed Materials to perform and engage in text and/or data mining activities for academic research, scholarship, and other educational purposes and may utilize and share the results of text and/or data mining in their scholarly work and make the results available for use by others, so long as the purpose is not to create a product for use by third parties that would substitute for the Licensed Materials.

To facilitate these activities, the Distributor and the Publisher will, upon receipt of a written request, cooperate with the Licensee and the Authorized Users as will be reasonably necessary for making the Licensed Materials available in a manner and form most useful to the Authorized User. The Distributor shall ensure that the Publisher will provide the Licensee, upon request, with copies of the Licensed Materials for text and data mining purposes without any extra fees.

4.3.14. Interlibrary Loan. Using electronic, paper, or intermediated means, the Participating Institutions may at their discretion fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan ("ILL"). The Distributor agrees and ensures that the Publisher will agree that the electronic form of the Licensed Materials may be used as a source for the ILL whereby articles and/or chapters can be printed and these print copies can be delivered via postal mail, fax, or fax-based service to fulfill ILL requests from an academic, research or other non-commercial library. Requests received from for-profit companies will not be honored. An ILL through secure electronic transmission, as demonstrated by the ARIEL, is permitted. For the avoidance of doubt, such secure electronic transmission could also be fulfilled by any system which satisfies all of the following features: 1) ensures that requesting user (researcher/scholar) is affiliated to eligible institution; 2) enables limiting number of items requested per each journal title over a given period; 3) enables limiting number of requests fulfilled by the delivering library over a given period; 4) before getting access to the delivered pdf file, the requesting scholar (who is fully identifiable) must provably declare his/her full compliance with publisher's intellectual property rights. Limitations imposed in points 1), 2) and 3) of this paragraph could be mutually agreed between Distributor, Publisher and Licensee. Files transmitted in this manner must carry copyright notices and comply with the applicable law.

4.3.15. Bibliographic Citations. The Participating Institutions and the Authorized Users may use, with appropriate credit given, figures, tables, and brief excerpts from the Licensed Materials in the Participating Institutions' and the Authorized Users' own scientific, scholarly, and educational works. For the avoidance of doubt, the Participating Institutions and the Authorized Users may use citation and abstract information in faculty profiling systems, in lists of publications on faculty and institutional web pages, and to create bibliographies, and store a single copy of an individual document being part of the Licensed Materials, including within secure personal bibliographic reference/citation management systems.

4.4. **No Diminution of Rights.** Nothing in this Agreement, including but not limited to the Authorized Uses, shall be interpreted to diminish the rights and privileges of the Licensee, the Participating Institutions or the Authorized Users with respect to any of the Licensed Materials, including exceptions or limitations regarding the exclusive rights of copyright owners. In the event that any content included in the Licensed Materials is in the public domain or has been issued under a Creative Commons or other open license, neither the Distributor nor the Publisher shall place access, use or other restrictions on that content beyond those found in the open license, where applicable.

- 4.5. **The Rights of the Author to Use Own Work.** Rights of the authors who are Authorized Users to use their own work are governed by the individual agreements concluded between these authors and the Publisher.¹
- 4.6. For the avoidance of doubt, it is the intent of the Parties that the Participating Institutions' Authors are third party beneficiaries of the provision in Section 4.5 of this Agreement. Nothing in this Section shall eliminate or limit any other rights the Licensee or any Author may have to deposit, host or make available the Content published by the Publisher.

- 4.7. **Definitions:**

- 4.7.1. **Scholarly and educational purposes:** Purposes encompassing teaching, research, and institutional needs, including but not limited to the right to:
 - 4.7.1.1. use, reproduce, distribute, perform, and display the Content in connection with teaching, conference presentations, and lectures;
 - 4.7.1.2. make full use of the Content in future research and publications;
 - 4.7.1.3. republish, update or revise the Content in whole or in part for later publication;
 - 4.7.1.4. meet requirements and conditions of research grants or publishing subventions provided by government agencies or non-profit foundations, and;
 - 4.7.1.5. grant to the Author's employing institution some or all of the foregoing rights, as well as permission to use the Content in connection with administrative activities such as accreditation, mandated reports to state governments, and similar purposes.

In all cases, the Author and/or the Author's employing institution will be expected to provide proper citation to the published version.

- 4.7.2. **Repositories or archives:** Open-access digital repository services, such as those provided by the Author's employing institution, an academic consortium, a discipline-based entity, or a governmental funding agency.

- 4.8. **Scope of Authorized Use and Access to Licensed Materials.**

Unlimited Access. Subject to the terms of this Agreement, the Participating Institutions and the Authorized Users shall have unlimited and simultaneous user access to the Licensed Materials.

¹ The Publisher-Author policies valid as of execution of this Agreement can be for illustration found at: <https://www.bmjjournals.org/company/products-services/rights-and-licensing/author-self-archiving-and-permissions/>.

5. Specific Restrictions on Use of Licensed Materials

- 5.1. **Unauthorized Use.** The Participating Institutions, or the Authorized Users shall not knowingly permit anyone other than the Authorized Users to access the Licensed Materials.
- 5.2. **Modification of Licensed Materials.** The Participating Institutions or the Authorized Users shall not modify or manipulate the Licensed Materials without the prior written permission of the Publisher.
- 5.3. **Removal of Copyright Notice.** The Participating Institutions or the Authorized Users shall not remove, obscure or modify any copyright or other notices included in the Licensed Materials.
- 5.4. **Commercial Purposes.** The Participating Institutions or the Authorized Users must not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials, fee-for-service use of the Licensed Materials; nor may the Licensee and the Participating Institutions impose special charges on the Authorized Users for use of the Licensed Materials beyond reasonable printing or administrative costs. For the avoidance of doubt, research conducted by the Participating Institutions and Authorized Users that is supported by a commercial entity shall not be considered use for commercial purposes.

6. Mutual Performance Obligations

- 6.1. **Notification and Cure of Unauthorized Use.** In the event the Licensee and/or any of the Participating Institutions becomes aware of any intellectual property infringement or an unauthorized use of the Licensed Materials and cannot promptly remedy it, the Licensee or the Participating Institution shall without undue delay notify the Distributor or the Publisher and cooperate fully with the Distributor or the Publisher in any investigation of such infringement or unauthorized use. In the event the Distributor or Publisher becomes aware of unauthorized use of the Licensed Materials, the Distributor shall, or shall ensure that the Publisher will, without undue delay notify the Licensee and the respective Participating Institution in writing.
- 6.2. In the case of unauthorized use, the Publisher may temporarily suspend such offending individual Authorized User's access to the Licensed Materials (e.g. by blocking an individual user's IP address), provided that the Distributor immediately notifies, or shall ensure that the Publisher immediately notifies the Licensee and the respective Participating Institution of any such suspension, including the reason for the suspension and any supporting details. Such temporary suspensions will be only of the shortest possible duration and the maximally limited extent necessary to terminate the unauthorized use and prevent its resumption. In the event that such suspension lasts longer than the shortest period necessary to prevent such unauthorized use, the Distributor is obliged to reimburse the Licensee the respective pro rata part of the Fee (calculated with respect to the actual number of

excessively suspended Authorized Users) for the period of duration of such excessive suspension. Any excessive suspension of access to the Licensed Materials can serve as a Licensee's reason for termination of this Agreement pursuant to Section 11 of this Agreement.

7. Performance Obligations

- 7.1. The Distributor will use reasonable efforts to ensure that its or the Publisher's performance will meet or exceed industry standards and practices. Additionally, the Distributor agrees to the following performance standards set out in this Section 7.
- 7.2. The Distributor shall acquaint the Publisher with the content of this Agreement. The Distributor shall ensure that all Distributor's obligations under this Agreement will be fulfilled and that the Publisher will not prevent such fulfillment. The Distributor may under no circumstances exclude or limit its liability due to any lack of cooperation from the Publisher. The Distributor shall ensure that the Publisher will provide its cooperation in duly and timely manner so all obligations stipulated herein may be orderly fulfilled.
- 7.3. **Availability of the Licensed Materials.** Upon the Effective Date (as specified in Section 9.1 of this Agreement), the Distributor shall ensure that the Licensed Materials become available to the Participating Institutions and the Authorized Users.

Should the Effective Date of this Agreement occur after 1 January 2026, Distributor shall ensure that the Publisher will make, or has already made, the Licensed Materials available to the Licensee, the Participating Institutions and Authorized Users in the full scope of the license stipulated herein already as of 1 January 2026 due to the necessity of access to the Licensed Material as of 1 January 2026, to the Participating Institutions and Authorized Users in the full scope of the authorization stipulated herein including all and any possible rights and authorizations such as potential archiving rights, extent of the access to the backfile content of Licensed Materials or Open Access publishing under this Agreement. Performance of the Distributor's obligation to ensure that the Licensed Materials become available before this Agreement takes effect shall be considered entirely as a performance according to and in compliance with this Agreement.

- 7.4. **Discovery of the Licensed Materials.** The Distributor shall make reasonable effort to ensure that the Publisher will make the Licensed Materials available through the Licensee's and/or the Participating Institutions' user interface and search systems for discovering and displaying content from local, database and web-based sources ("**Discovery Service System**") for indexing and discovery purposes. The Distributor shall make reasonable effort to ensure that the Publisher will make reasonable effort to provide to the Licensee's and/or the Participating Institutions' discovery service vendors on an ongoing basis the citation and complete descriptive metadata (including all subject headings, abstracts, and keywords) and full-text content necessary to facilitate optimal discovery and

accessibility of the content for the benefit of the Participating Institutions and the Authorized Users.

- 7.5. **Persistent Linking.** The Distributor shall make reasonable effort to ensure that the Publisher will make reasonable efforts to comply with the most current version of the OpenURL standard (ANSI/NISA Z39.88 or any that replaces it during the term of this Agreement) and will provide a mechanism for persistent links to content.
- 7.6. **Online Terms and Conditions.** In the event that the Distributor or the Publisher requires the Authorized Users to agree to additional terms relating to the use of the Licensed Materials (commonly referred to as "**click-through**" or "**clickwrap**" licenses), or otherwise attempts to impose terms on the Authorized Users through online terms and conditions invoked by the mere use or viewing of the Licensed Materials, (Website Terms), such additional terms shall only apply to the Authorized Users who agreed to the respective additional terms. Such additional terms shall not materially differ from the provisions of this Agreement and violation of these additional terms by the Authorized Users will not be considered as breach of this Agreement but merely and exclusively as breach of these additional terms. In the event of any conflict between the additional terms and this Agreement, the terms of this Agreement shall prevail. The Distributor or the Publisher alone shall be liable and responsible for any personal data processing that occurs with respect to these additional online terms and conditions as either the Distributor or the Publisher determines the scope and purpose of such personal data processing. For the avoidance of doubt, the Authorized Users are not a party to this Agreement. Access to the Licensed Materials by the Authorized Users is subject to their compliance with the Website Terms. If an Authorized User fails to abide by the Website Terms, BMJ reserves the right to suspend or terminate such Authorized User's access immediately without liability.
- 7.7. **Documentation.** The Distributor will provide or shall ensure that the Publisher will provide, complete and up-to-date help and operational documentation to the Licensee, the Participating Institutions and the Authorized Users in an electronic format. Such documentation may be provided by means of the Distributor's and/or Publisher's online system and/or system for administrators.
- 7.8. **Support.** The Distributor shall ensure that the Distributor or Publisher will provide activation and installation support, including assisting the Licensee, Participating Institutions and Authorized Users with the implementation of any Publisher software. The Distributor will offer reasonable levels of continuing support to assist the Licensee, Participating Institutions and Authorized Users in the use of the Licensed Materials. The Distributor shall ensure that the Distributor or Publisher will make its personnel available by email [REDACTED] and/or phone [REDACTED] during cross section of the Publisher's and the Licensee's and/or the Participating Institutions' regular business hours, Monday through Friday, for feedback, problem-solving, or general questions, and they will respond in a timely manner. If there is a change in a contact for support, either the Distributor or the Publisher will notify the Licensee and the Participating Institutions of such change. The change is effective by the delivery of the notice to the Licensee and the Participating Institutions.

7.9. **Training.** The Distributor shall ensure that the Distributor or Publisher will, upon agreement and in a reasonable quantity, provide to the Licensee, the Participating Institutions and the Authorized Users appropriate on-site or online training regarding the use of the Licensed Materials and any Publisher software. The Distributor shall also ensure that the Distributor or the Publisher will provide additional training to the Licensee and the Participating Institutions staff if made necessary by any updates or modifications to the Licensed Materials or any of the Publisher's software.

7.10. **Updates.** The Distributor shall ensure that the Publisher will provide and implement regular system and project updates to the Licensee and the Participating Institutions as they become available. No additional fee shall be charged for updates.

7.11. **Quality of Service.** The Distributor shall use reasonable efforts to ensure that the Publisher will use reasonable efforts to ensure that the Publisher's server or servers have sufficient capacity and rate of connectivity to provide the Participating Institutions and their Authorized Users with all the services pursuant to this Agreement at a level exceeding or at least comparable to current standards in the online information provision industry in the Licensee's and the Participating Institutions' locale. The Distributor shall ensure that the Publisher will use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time can include periodic unavailability due to server maintenance; software installation or testing; loading or making available additional Licensed Materials as they become available. The Distributor shall ensure that the Publisher may schedule brief unavailability periods, but will do so only where (a) it has given at least forty-eight (48) hours' prior notice to the Licensee, and (b) in a way and at times that minimize inconvenience to the Licensee, the Participating Institutions and its Authorized Users, regardless of when notice has been given.

7.12. **Problems with Licensed Materials.** If the Licensed Materials fail to operate, display, load, or render in conformance with the terms of this Agreement, the Licensee or the Participating Institution shall immediately notify the Distributor or the Publisher in writing, and the Distributor shall ensure that the Publisher will promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. In the event that the non-conformity materially affects the Participating Institutions' or the Authorized Users' use of the Licensed Materials, and the Publisher fails to remedy the non-conformity within five (5) business days, the Distributor shall reimburse the Licensee for such problems in an amount that is proportional to the Fee.

7.13. **Transfer or Acquisition of Titles.** If any portion of the Licensed Materials is transferred to or acquired from another party, the Distributor shall ensure that the Publisher will use reasonable efforts so the Participating Institutions will not lose access to the Licensed Materials or any rights under this Agreement as a result of the transfer or acquisition. Where any Licensed Material for which perpetual access

is granted is sold or where the Publisher no longer retains the rights to such material, the Publisher shall use its reasonable efforts to ensure that the purchaser or subsequent holder of the rights (as the case may be) will provide ongoing access to the affected articles.

- 7.14. **Completeness of Content.** Either the Distributor shall use reasonable efforts to ensure that the Distributor or the Publisher will inform the Licensee and/or Participating Institutions of instances where the online content differs from print versions of the Licensed Materials. Where applicable, the Distributor shall ensure that the Distributor or the Publisher will cooperate with the Licensee and the Participating Institutions to identify and correct content errors or omissions, and when necessary, the Distributor shall ensure that the Publisher will use reasonable efforts to ensure that the online content: (1) is at least as complete as the print and other physical format versions of the Licensed Materials; and (2) represents complete, accurate, and timely replications of the corresponding content contained within the print and other physical format versions of such Licensed Materials.
- 7.15. In order to facilitate the assessment of completeness of content, the Distributor shall use reasonable efforts to ensure that the Publisher will provide upon the Licensee's request a report of the content in the Licensed Materials at the title, issue, chapter, or item level. The Distributor shall ensure that the Publisher will disclose to the Licensee content known or found to be missing from the Licensed Materials, including but not limited to images, pages, issues, and chapters.
- 7.16. If the online content is a digitized version of the print content and differs from the print or other physical format versions of the Licensed Materials so as to be demonstrably less useful to the Licensee, the Participating Institutions or their Authorized Users, the Parties agree to exercise good faith to resolve the issue amicably and as soon as possible. Should the Parties fail to reach amicable solution within thirty (30) days from the day the issue arose, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement.
- 7.17. **Notification of Modifications of Licensed Materials.** From time to time, the Publisher may add, change, or modify portions of the Licensed Materials, or migrate the Licensed Materials to other formats. When such changes, modifications, or migrations occur, the Distributor shall use reasonable efforts to ensure that the Publisher will give written notice of any such changes to the Licensee and the Participating Institutions as soon as is practicable, but in no event less than sixty (60) days in advance of such event. If any of the changes, modifications, or migrations render the Licensed Materials substantially less useful to the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement.
- 7.18. **Withdrawal of Licensed Materials.** The Publisher reserves the right to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. The Distributor shall use reasonable effort that the Distributor or the Publisher will give

written notice of the withdrawal to the Licensee and the Participating Institutions as soon as is practicable, but in no event less than thirty (30) days in advance of such withdrawal, specifying the item or items to be withdrawn.

- 7.19. If any such withdrawal is proved to render the Licensed Materials less useful to the Participating Institutions or the Authorized Users, the Distributor shall reimburse the Licensee for the withdrawal in an amount proportional to the Fee. If any such withdrawal is proved to render 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.
- 7.20. **Itemized Holdings/Title List.** Prior to the beginning of every calendar year, the Distributor or the Publisher will provide the Licensee with the current itemized holdings report that will specify the titles included in the Licensed Materials for the next Subscription Period (as specified in Section 9.3 of this Agreement). The Distributor shall ensure that the Publisher will use reasonable efforts to update itemized holdings reports as soon as is practicable when the holdings information changes, and will provide this information in a timely manner and to the Licensee on request. This information may also be provided by means of a Publisher's website. If the Licensed Materials include content covered by the NISO Knowledge Bases And Related Tools (KBART) Recommended Practice,² the Distributor shall use reasonable efforts to ensure that the Distributor or the Publisher will provide itemized holdings lists for the Licensed Materials in a KBART-compliant format, including a column/field for dates (YYYY-MM) of additions.
- 7.21. **Usage Statistics.** The Distributor shall use reasonable efforts to ensure that the Publisher will provide both composite system-wide use data and itemized data for the Licensee, the Participating Institutions, on a monthly basis. The statistics shall meet or exceed the most recent project Counting Online Usage of Networked Electronic Resources ("COUNTER") Code of Practice Release,³ including but not limited to its provisions on customer confidentiality. When a release of a new COUNTER Code of Practice is issued, the Distributor shall ensure that the Publisher will comply with the implementation time frame specified by COUNTER to provide usage statistics in the new standard format. It is more than desirable that the Standardized Usage Statistics Harvesting Initiative (SUSHI) Protocol⁴ is available for the Licensee to harvest the statistics.
- 7.22. Neither the Distributor nor the Publisher shall provide the Licensee's usage statistics in any form to any third party without the Licensee's prior written consent, unless the third party owns rights in the Licensed Materials; in such case the Distributor shall ensure that the usage statistics will not be provided to any other third party. The Distributor shall not provide and shall ensure that the Publisher will

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

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

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

also not provide usage statistics of any Participating Institution in any form to any third party (with the exception of the Licensee) without the Participating Institution's prior written consent, unless the third party owns rights in the Licensed Materials. In all cases, the disclosure of such data shall fully protect the anonymity of individual users and the confidentiality of their searches, and will comply with all applicable privacy legislation. Neither the Distributor nor the Publisher shall disclose or sell to any third party usage data or information about the Licensee, any Participating Institution or the Authorized Users without the Licensee's and/or the relevant Participating Institution's prior written consent or unless specifically required by law.

7.23. **Confidentiality of Personally Identifiable Information (Personal Data).** The Distributor agrees and shall ensure that the Publisher ensures that no personally identifiable information (personal data), including but not limited to log-ins recorded in system logs, IP addresses of patrons accessing the system, saved searches, any identification data, usernames and passwords, will be shared with third parties, except in cases required or allowed by the applicable law, particularly by the Data Protection Law (as specified in Section 16.1 of this Agreement). If the Distributor or the Publisher is compelled by law or court order to disclose personally identifiable information (personal data) of the Authorized Users or patterns of use, the Distributor shall provide the Licensee with adequate prior written notice as soon as is practicable, so that the Licensee, the Participating Institution or the Authorized Users may seek protective orders or other remedies. The Distributor or the Publisher will notify the Licensee and Authorized Users as soon as is practicable if the Distributor's or Publisher's systems are breached and the confidentiality of personally identifiable information (personal data) is compromised.

7.24. **Notice of the Use of Digital Rights Management Technology.** In the event that the Distributor or the Publisher utilizes or implements any type of digital rights management ("DRM") technology to control the access to or usage of the Licensed Materials, the Distributor will provide or shall ensure that the Publisher will provide the Licensee with a description of the technical specifications of the DRM and how it impacts access to or usage of the Licensed Materials. In no event may such DRM technology be used in a way that would limit the usage rights of the Participating Institution or any Authorized User as specified in this Agreement or under applicable law. If the use of DRM renders the Licensed Materials substantially less useful to the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement.

7.25. **Use of Digital Watermarking Technology.** In the event that either the Distributor or the Publisher utilizes any type of watermarking technology for any element of the Licensed Materials, the Distributor shall use reasonable efforts to ensure that the Publisher agrees that the watermarks may not reduce the readability of the content or degrade image quality. Such watermarks shall not contain user-related information, including but not limited to an account number, IP address, and usernames. If digital watermarking technology is implemented, the Distributor will notify or shall ensure that the Publisher will notify the Licensee at least thirty (30) days in advance of such implementation, and provide the technical specifications

for the watermarking technology used. If the use of the watermarking technology renders the Licensed Materials substantially less useful to the Licensee, the Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to Section 11 of this Agreement.

- 7.26. **Interoperability with Prevailing Web Browsers.** The Distributor shall ensure that the Publisher will use reasonable efforts to ensure that the Licensed Materials are accessible and interoperable with prevailing web browsers and internet access tools, including, at a minimum, the most recent two major versions (current version and one version prior) and all the associated releases for those versions.
- 7.27. **Branding.** If commercially possible, the Distributor will allow and shall make reasonable efforts to ensure that the Publisher will allow the Licensee and the Participating Institutions to brand the Publisher's platform with the name of the Licensee and/or the Participating Institutions Sites' at the Licensee's or the Participating Institutions' own discretion.
- 7.28. **MARC Records.** When applicable to the Licensed Materials, at the Licensee's request, the Distributor shall provide or shall ensure that the Publisher will provide sets of MARC records incorporating Licensee specifications at no additional cost by the date of the execution of this Agreement. Updates to existing records and new title records, matching the schedule of release and delivery of new publications, will be provided on a mutually agreed-upon schedule and in a format that renders them useful to the Licensee and/or the Participating Institutions. Such records may be provided by means of the Publisher's online service.
- 7.29. **Open Access Option.** Open Access terms are defined in Appendix E.
- 7.30. The Distributor recognizes and acknowledges that 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. **License Terms Notification.** The Licensee shall ensure that the Participating Institutions will use reasonable efforts to provide the Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement.
- 8.2. **Protection from Unauthorized Use.** The Licensee shall ensure that the Participating Institutions will use reasonable efforts to restrict access to the Licensed Materials to the Authorized Users in the case of their unauthorized use of the Licensed Materials.

8.3. **Maintaining Confidentiality of Access Passwords.** Where access to the Licensed Materials is to be controlled by the use of passwords, the Licensee shall ensure 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 ensure 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.

8.5. The Licensee warrants that it has the express written consent of all Participating Institutions to enter into this Agreement and sign it on their behalf.

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 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 effected. If the material breach is not cured within the sixty (60)-day period, the non-breaching Party shall have the right to terminate this Agreement with a written notice, however, if such material breach would concern or relate merely a certain Participating Institution or Participating Institutions, the Distributor has the right to terminate this Agreement only partially with respect to this or these Participating Institutions. Termination of this Agreement is effective immediately by the date of delivery of such a notice. The obligation of the Parties to also remedy any other breach shall not be affected by this provision.
- 11.3. **Termination of Access.** Upon termination of this Agreement, the Distributor or the Publisher may terminate access to the Licensed Materials by the Licensee, the Participating Institutions and the Authorized Users (in case of a partial termination of this Agreement only with respect to the particular Participating Institution and their Authorized Users), subject to Section 12 of this Agreement. In addition, authorized copies of the Licensed Materials made by the Authorized Users may be retained for educational purposes and used subject to the terms of this Agreement even after the termination of this Agreement.
- 11.4. **Refunds.** In the event of 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.

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.** The Distributor shall provide or ensure that the Publisher will provide to the Licensee upon request, or the Licensee may create, one (1) copy of the entire set of Licensed Materials that were subscribed to during the term of this Agreement to be maintained as an archival copy. The archival copy from the Distributor or the Publisher shall be provided without any DRM in a mutually agreeable medium suitable to the content, and any fees for provision of copies will be on a time and materials basis only.
- 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. **Third-Party Archiving Services.** The Distributor and the Licensee acknowledge, and the Distributor shall ensure that the Publisher will also acknowledge, that either Party may engage the services of third-party trusted archives and/or participate in collaborative archiving endeavors to exercise the Licensee's rights under this Section of this Agreement. The Distributor agrees to cooperate and ensure that the Publisher will also cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Materials available for archiving purposes. The Licensee and/or Participating Institutions may perpetually use a third-party trusted system or collaborative archive to access or store the Licensed Materials, so long as the Licensee's and Participating Institutions' use is compliant with the terms of this Agreement.
- 12.5. In the event the Distributor or Publisher discontinues or changes the terms of their participation in a third-party archiving service, they shall notify the Licensee in advance, and shall in good faith seek to establish alternative arrangements for trusted archiving and perpetual access to the Licensed Materials.

13. Warranties

- 13.1. The Distributor represents and warrants that it has, together with the Publisher, all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee that could further authorize the Participating Institutions and their Authorized Users to use the Licensed Materials for the purposes and terms set out in this Agreement, and that the use of the Licensed Materials in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party. The Distributor represents and warrants that it is authorized together with the Publisher to fulfill any and all of its obligations set out in this Agreement and that its contractual or other relationship with the Publisher allows it to fulfill these obligations.
- 13.2. The Distributor represents and warrants that the physical object or medium which contains the Licensed Materials will be free from defects for a period of ninety (90) days from delivery.
- 13.3. **Accessibility Requirements.** The Distributor represents and warrants that the Licensed Materials comply with the Distributor's and the Publisher's country of origin laws and regulations and conform to the international accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.1 at level AA⁵. The Distributor shall also promptly respond to and use reasonable efforts to 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 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 incompetence of the Authorized Users to properly use the Licensed Materials.
- 14.2. The Distributor and the Publisher make no representation or warranty, and expressly disclaim 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.

⁵ <http://www.w3.org/WAI/guid-tech.html>

14.3. Except for the express warranties stated elsewhere in this Agreement, the Distributor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability, or fitness for a particular purpose.

15. Indemnities

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

16. Data Protection

16.1. For the purpose of this Agreement, **Data Protection Law** shall mean the UK General Data Protection Regulation, 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. In case of any discrepancy between the Regulation and Directive 2002/58/EC (the "EU regulation") and the UK General Data Protection Regulation, the EU regulation will prevail.

16.2. Without any prejudice to Section 4.2(c) of this Agreement, if any personal data is processed under this Agreement by either Party or by the Publisher, the Parties agree that each Party, including the Publisher, shall act as a data controller for the purposes of Data Protection Law, unless such arrangement would be contrary to the Data Protection Law. Each Party, including the Publisher, shall (i) only process personal data in compliance with, and shall not cause itself or the other Party or the Publisher to be in breach of Data Protection Law and (ii) act reasonably in providing such information and assistance as the other Party may reasonably request to enable it to comply with its obligations under Data Protection Law.

16.3. Each Party will notify the other Party or the Publisher without undue delay if it becomes aware of a personal data breach relating to the processing of personal data in connection with this Agreement and shall act reasonably in co-operating with the other Party in respect of any communications or notifications to be issued

to any data subjects and/or supervisory authorities in respect of the personal data breach.

16.4. If either Party receives any communication from any supervisory authority relating to the processing or personal data in connection with this Agreement, it shall (i) provide the other Party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other Party in respect of any response to the same.

17. Assignment and Transfer

17.1. Neither Party may assign, transfer or novate, directly or indirectly, any or all of its rights or obligations under this Agreement without the prior written consent of the other Party, except as otherwise stipulated herein. Neither Party may unreasonably withhold or delay such written consent.

18. Governing Law

18.1. This Agreement and all matters arising from or in connection hereto shall be interpreted and construed according to, and governed by, the laws of the Czech Republic, in particular by Act No. 89/2012 Coll., the Civil Code, as amended.

19. Dispute Resolution & Venue

19.1. In the event of any dispute or controversy arising out of or relating to this Agreement, the Parties agree to exercise good faith to resolve the dispute amicably and as soon as possible. In the event that the Parties fail to settle the dispute amicably within thirty (30) days, they shall submit the dispute to informal mediation, as further described below in this paragraph. The Parties shall continue to perform their respective obligations under this Agreement, unless such performance would be objectively hindered due to the existing dispute. The Party invoking mediation shall inform the other Party with a written notice of its decision to seek informal mediation, and the notice must include a description of the subject to the dispute and a proposed resolution thereof. Designated representatives of both Parties shall attempt to resolve the dispute within five (5) working days starting from the day after the delivery of such notice to the other Party. If the designated representatives cannot resolve the dispute, the Parties shall meet at a mutually agreed location and discuss the dispute and their respective proposals for resolution while being represented by their responsible executives, who shall act in good faith to resolve the dispute.

19.2. If the dispute is not resolved within thirty (30) days of the meeting among the Parties' executives, either Party may pursue legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this

Agreement is in a state court of competent jurisdiction, situated in Prague, Czech Republic. During such court action, the Parties shall continue to perform their respective obligations under this Agreement unless such performance would be objectively hindered due to the existing dispute.

20. Force Majeure

20.1. Neither Party shall be liable for any damage or have the right to terminate this Agreement for any delay or default in performing its duties hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, acts of terrorism, insurrections, labor strikes or other work stoppages, and/or any other cause beyond the reasonable control of the Party whose performance is affected. Upon the occurrence of such event of force majeure, the Party affected shall promptly notify the other Party in writing setting forth the details of the occurrence of the force majeure event, its expected duration and how that Party's performance may be affected. The affected Party shall resume the performance of its duties as soon as practicable after the force majeure event ceases.

21. Entire Agreement

21.1. This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. For the avoidance of doubt, additional terms and conditions as defined in Section 7.6 of this Agreement shall not modify the terms of this Agreement.

22. Amendment

22.1. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of the Parties.

22.2. The Licensee, in compliance with Section 100(1) of Act no. 134/2016 Sb. on public procurement, as amended, reserves the right to change the commitment under this Agreement, which entails a change in the number of licenses, i.e. an increase in the number of licenses, for the purpose of accommodating additional Potential Participating Institutions as the authorizing contracting authorities with whom the Licensee has entered into a central procurement agreement and a list of which is attached as Appendix B. This reservation will be effected, as the case may be, by means of an amendment to this Agreement based on the interest of Potential Participating Institutions mentioned in the preceding sentence to receive performance under this Agreement. The Parties may include the price for the licenses for these Potential Participating Institutions in the Appendix B.

23. Severability

23.1. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall replace the invalid, illegal or unenforceable provision with a new provision to achieve the same or, if not possible, the closest possible effect to that of the original invalid, illegal or unenforceable provision and this Agreement as a whole.

24. Waiver of Contractual Right

24.1. Waiver of any right, power or remedy herein shall not be deemed a waiver of any other right, power or remedy herein, nor shall waiver of any right, power or remedy regarding a breach of this Agreement be construed as a continuing waiver of any right, power or remedy regarding other breaches of the same or other provisions of this Agreement.

25. Notices

25.1. All notifications, invitations, information, legal acts and other communications ("**Notices**") made in the matters of and under this Agreement must be made in writing, the written form being retained if Notices are delivered by e-mail.

25.2. Notices regarding the damages, penalties, debts, contacts and this Agreement as such (for example, the notification about breach or termination) must be delivered in person, by registered post or courier service. Notices delivered personally or by courier service shall be deemed received at the time of receipt or refusal of their receipt. Notices served by registered mail will be presumed delivered on the third (3rd) business day following their proven posting if the delivery address is in the Czech Republic, and on the fifteenth (15th) day if the delivery address is outside the Czech Republic.

25.3. Either Party may from time to time change its delivery address by written Notice to the other Party. Such change is effective from the delivery of such Notice.

25.4. If to the Distributor:

- Distributor: Albertina icome Praha s.r.o.
- Address of Distributor: Štěpánská 16
- City of Distributor: Praha 1
- Country of Distributor: Czech Republic
- Postal Code of Distributor: 110 00

- E-mail: [REDACTED]

25.5. If to the Licensee:

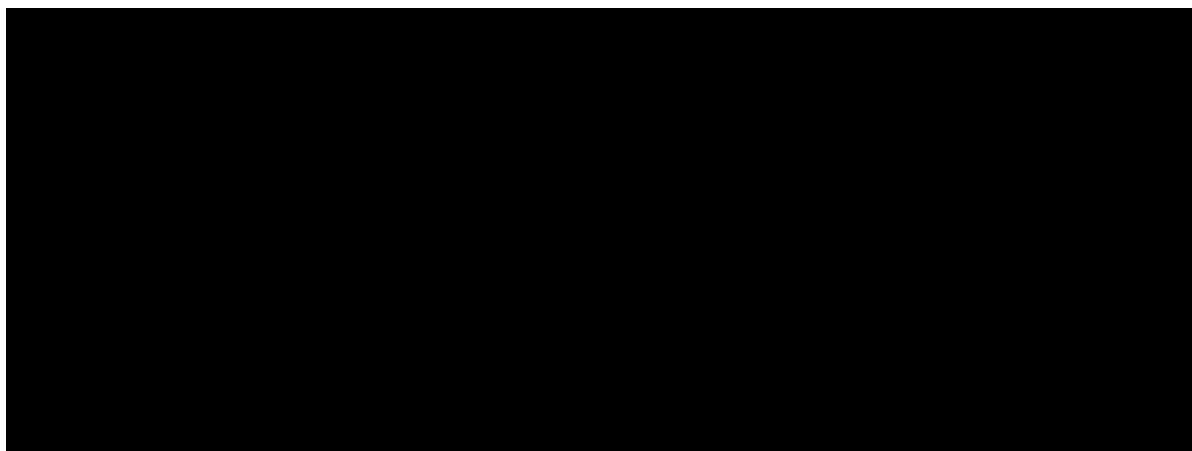
- Licensing contact:
- Address of Licensee: Head of Licensing Unit
CzechELib
National Library of Technology
Technická 2710/6, 160 80 Praha 6 – Dejvice
Czech Republic

- E-mail: [REDACTED]

26. Execution

- 26.1. This Agreement itself shall be signed by the authorized signatory of the Distributor and the Licensee.
- 26.2. This Agreement is executed in 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.



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

Director of National Library of Technology
Technická 2710/6
160 80 Praha 6 – Dejvice
Czech Republic

Appendix A: Business Terms

Licensed Materials:

- **Name:** BMJ Journals Standard Collection & The BMJ
- **Number of titles:** 25 + The BMJ
- **Dates covered:** current year plus any previously subscribed content
- **Description:** Collection contains 25 clinical journals of respected medical associations and societies being published under the BMJ Publishing brand and the prestigious The British Medical Journal and excluding Open Access titles and titles for veterinary medicine.

Licensed Materials:

- **Name:** BMJ Journals Collection & The BMJ
- **Number of titles:** 36 + The BMJ
- **Dates covered:** current year plus any previously subscribed content
- **Description:** All clinical journals of respected medical associations and societies being published under the BMJ Publishing brand and the prestigious The British Medical Journal and excluding Open Access titles and titles for veterinary medicine. The collection includes 36 titles and eventual newly published clinical medical titles are included automatically.

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

- License Fee / year:

	Currency	Fee 2026	Fee 2027	Fee 2028
TOTAL without VAT	GBP	██████████	██████████	██████████
GRAND TOTAL without VAT	GBP	366,418.00		

- 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. [REDACTED]
Any change of the bank account shall be notified to the Licensee without undue delay. The notice shall be signed by the authorized representative and will become effective upon its delivery to the Licensee.
2. The Fee for the Licensed Materials shall be paid annually for each commenced calendar year of the duration of this Agreement in the amount set forth therein. The Parties expressly state that the Fee for the year 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 one payment within one invoice issued at the earliest at the beginning of the calendar year to which the fees relate with the following maturity:
 - Max 100% on 30 May of the given year for which the Licensed Materials are paid;
 - The above-mentioned maturity is applicable only if the invoice is delivered to the Licensee no later than fifteen (15) days before the stated maturity of the payment, i.e. by the 15th May of the given year;
 - If the invoice is delivered later, the due date 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 [REDACTED]. The invoice shall include a summary of all the Licensed Materials pursuant to this Agreement. The Distributor shall bear any and all costs connected with a change of the exchange rate, including but not limited to any costs which might arise due the invoice containing incorrect or incomplete information.

7. 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.

Add-on Products and Negotiated Discounts: N/A

Deeply Discounted Print (DDP) Titles: N/A

APC Discounts: N/A

Publishing Terms

1.1. Where the Participating Institution has entered into a Read and Publish Agreement this clause will apply.

1.2. Definitions

Allowance: the total value of the relevant APC Fund in each Subscription Year shall be unlimited.

APC(s) or Article Processing Charge(s): The article processing charges the Publisher charges authors in relation to the publication of Open Access articles in their journals.

APC Fund(s): comprising the Hybrid APC Fund (as described by the Distributor in the Participating Institution's quote as "BMJ Read and Publish - Publish") and, if the Participating Institution has purchased the Gold OA publishing upgrade, the Gold OA APC Fund (which, if applicable, will be described by the Distributor in the Participating Institution's quote as "BMJ Gold OA - Publish"), and as further described in the Appendix E to this Agreement., the amount of which shall be limited to the Allowance.

Creative Commons International Licence: the Open Access licence applied to an Eligible Article on publication of that article by the Publisher which, in accordance with clause 1.4.2 of Publishing Terms, shall be either: (a) a Creative Commons Attribution-Non Commercial 4.0 International Licence (further details of which are available at <https://creativecommons.org/licenses/by-nc/4.0/deed.en>); or (b) a Creative Commons Attribution 4.0 International Licence (CC BY 4.0; further details of which are available at <https://creativecommons.org/licenses/by/4.0/>), or any subsequent versions of those licences as determined by the Publisher.

Eligible Author(s): Participating Institutions current teaching and research staff and students as at the time of article acceptance. Where an Eligible Article is published by multiple authors, only the corresponding author may qualify as the Eligible Author in respect of that Eligible Article.

Eligible Article(s): has the meaning given in Appendix D to these terms

Eligible Journal(s): means, in respect of each respective type of APC Fund, those corresponding BMJ Group titles listed Appendix D to this Agreement.

Open Access: the publication model the Publisher uses in accordance with clause 1.5 of Publishing Terms that allows unrestricted online access to the published article in question, enabling readers to access that content free of charge, subject to the terms and conditions of the standard Creative Commons (CC) licence commonly used by Eligible Journal (or as otherwise agreed in accordance with clause 1.5.2 of Publishing Terms).

Standard Author Licence: the contract for the relevant Eligible Journal which is entered into between the Publisher and the author(s) of the relevant Eligible Article, a copy of which is currently available via the following URL (as updated from time to time):
<https://authors.bmj.com/policies/copyright-and-authors-rights>

1.3. APC Fund and its application

- 1.3.1. Eligible Authors may submit their Eligible Article(s) to any Eligible Journal in accordance with the terms for submission applicable to that Eligible Journal (as set out on the relevant Publisher journal website home page). For the avoidance of any doubt, nothing in this Agreement shall affect, alter, or detract from Eligible Authors' obligations to comply in full with the Publisher's and the relevant Eligible Journal's policies, procedures, editorial decisions, publication terms and conditions, instructions to authors, licences and any other terms and conditions or requirements made known by us or the editorial team of the relevant Eligible Journal(s).
- 1.3.2. If an Eligible Article is accepted by an Eligible Journal for publication during the Subscription Period, that Eligible Article may be published as an Open Access Article without the Eligible Author having to pay the associated APC. Instead, the amount of the APC that would otherwise have been payable for the publication of that Open Access Article in that Eligible Journal will be deducted (at the applicable Eligible Journal's rate) from the relevant APC Fund as appropriate.
- 1.3.3. The APC Fund and the remaining or unused balance of the Allowance is non-exchangeable, non-transferable and no cash alternative is offered.

1.4. Identification of Eligible Authors and workflow

- 1.4.1. The Publisher will identify approved Eligible Articles that have been submitted by Eligible Authors and will indicate the availability of this Agreement to Eligible Authors via their website (currently available via <https://authors.bmj.com/open-access/oa-agreements/>, as updated or modified from time to time), where Eligible Authors will find information on their entitlements as part of this Agreement.
- 1.4.2. Eligible Authors of Participating Institutions may opt-out of publishing their submitted manuscript as an Open Access Article and in such cases, the Publisher is not required to seek the approval of the Participating Institution and/or the Distributor. The Publisher will send a notification to the Licensee with information about the opt-out and the Licensee will then reach out to the Eligible Author and inform them about the possibility to publish OA as well.
- 1.4.3. Eligible Authors shall be identified through the Participating Institution's Ringgold identifier. The Participating Institution shall provide the Publisher with all requested billing and user account details, valid Ringgold identifier where possible and email domains, for the purpose of setting up the Participating Institution's profile within the CCC Open Access Agreement Manager Tool. The Publisher shall have no liability to any Eligible Author where an APC has been paid in error if the Participating Institution or Distributor has failed to provide the necessary details to us in accordance with this clause.
- 1.4.4. Where an Eligible Author is not identified on acceptance of their Eligible Article due to an error or omission on the part of the Publisher (which shall include circumstances where an Eligible Author contacts the Publisher's editorial office to request that their affiliation be updated after submission):
 - 1.4.4.1. subject to clause 1.5 below, if their Eligible Manuscript has already been published by the Publisher as a non-Open Access Article then, provided that the Allowance of the applicable APC Fund is sufficient to cover the cost of the relevant APC (charged at the applicable Eligible Journal's rate): (i) the Publisher will contact the affected Eligible Author

and offer them the opportunity to convert their published non-Open Access Article into an Open Access Article; and (ii) if the affected Eligible Author opts to convert their non-Open Access Article into an Open Access Article then the Publisher will deduct the cost of the applicable APC from the relevant APC Fund as appropriate; or

1.4.4.2. if their Eligible Article has already been published by the Publisher as an Open Access Article (and an APC has already been paid in full to the Publisher in respect of the publication of that Eligible Article) then, provided that the Allowance of the applicable APC Fund is sufficient to cover the cost of the relevant APC (charged at the applicable Eligible Journal's rate) then: (i) the Publisher shall deduct the cost of the applicable APC from the relevant APC Fund as appropriate; and (ii) the Publisher will contact the Eligible Author to arrange a refund of the APC which was already originally received by them in respect of that Eligible Article (which shall be refunded using the Eligible Author's original method of payment).

1.4.5. *Conditions for retroactive conversion:* The right described in clause 1.4.1 may only be exercised during the Subscription Period and is conditional upon the relevant Eligible Author providing written confirmation to us of their decision to convert their non-Open Access Article by no later than 15th January of the following year from the date of original publication of the version of record of their relevant non-Open Access Article.

1.5. **Publication terms and conditions**

1.5.1. Publication of an Eligible Article is conditional upon the Corresponding Author legally agreeing and consenting (on behalf of themselves and each co-author of their Eligible Article) to the terms and conditions of the Publisher's Standard Author Licence.

1.5.2. Each Eligible Article accepted by us for publication as an Open Access Article in an Eligible Journal title pursuant to this Agreement shall be published by the Publisher under the standard Open Access copyright licence commonly used by the Eligible Journal unless:

1.5.2.1. the research on which that Eligible Article is based has been funded by the Wellcome Trust, UK Research and Innovation, NIH, or any other funder that mandates the use of CC-BY licence (provided that the Eligible Author must confirm the relevant funding source to the Publisher at the point of submission that Eligible Article to the Eligible Journal); or

1.5.2.2. the Publisher has expressly agreed that the CC-BY licence shall apply, in which case that Eligible Article shall be published under the terms of the Creative Commons Attribution 4.0 International Licence (CC BY 4.0; further details of which are available at <https://creativecommons.org/licenses/by/4.0/>), or any subsequent versions of that licence as determined by the Publisher.

1.6. **Re-use and self-archiving** The authors of a published Eligible Article shall be entitled to re-use their Eligible Article in accordance with the terms and conditions of the applicable Creative Commons International Licence applied by the Publisher on publication, and our author self-archiving and permissions policies (currently available via <https://bmjgroup.com/licensing/#author>, as updated or modified from time to time).

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

<i>Institution - English</i>	<i>Category</i>	<i>Currency</i>	<i>Fee 2026</i>	<i>Fee 2027</i>	<i>Fee 2028</i>	<i>Product</i>
Charles University - Medical Faculty Pilsen & Medical Faculty Hradec Králové	Read					
Masaryk University	Read					
	Publish					
	Subtotal					
Palacky University Olomouc	Read					
	Publish					
	Subtotal					
University of Ostrava	Read					
	Publish					
	Subtotal					
Total Read without VAT						
Total Publish without VAT						
TOTAL without VAT						
GRAND TOTAL without VAT		GBP		366,418.00		

POTENTIAL PARTICIPATING INSTITUTIONS

(Participating Institutions are not excluded from this list.)

BMJ Journals Collection & The BMJ

<i>Institution - English</i>	<i>Category</i>	<i>Currency</i>	<i>Fee 2026</i>	<i>Fee 2027</i>	<i>Fee 2028</i>	<i>Product</i>
Charles University - 1st Medical Faculty	Read	GBP				

Charles University - 2nd Medical Faculty	Read	GBP	
Charles University - 3rd Medical Faculty	Read	GBP	
Charles University - 1st Medical Faculty	Read	GBP	
	Publish	GBP	
	Subtotal	GBP	
Charles University - 2nd Medical Faculty	Read	GBP	
	Publish	GBP	
	Subtotal	GBP	
Charles University - 3rd Medical Faculty	Read	GBP	
	Publish	GBP	
	Subtotal	GBP	
Charles University - 1st Medical Faculty	Read	GBP	
	Publish	GBP	
	Subtotal	GBP	
Charles University - 2nd Medical Faculty	Read	GBP	
	Publish	GBP	
	Subtotal	GBP	
Charles University - 3rd Medical Faculty	Read	GBP	
	Publish	GBP	
	Subtotal	GBP	
University of Ostrava	Read	GBP	
	Publish	GBP	
	Subtotal	GBP	
Palacky University Olomouc	Read	GBP	
	Publish	GBP	
	Subtotal	GBP	

*) upgrade = add-on price on top of the current subscription price in the Participating Institutions section above

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 muzických 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 muzických 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 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
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
Sředočeská vědecká knihovna v Kladně, příspěvková organizace	Central Bohemian Research Library in Kladno
Studijní a vědecká knihovna Plzeňského kraje, příspěvková organizace	Education and Research Library of Pilsener Region
Studijní a vědecká knihovna v Hradci Králové	Research Library in Hradec Králové
Škoda Auto Vysoká škola o.p.s.	ŠKODA AUTO University
Technická univerzita v Liberci	Technical University of Liberec
The Extreme Light Infrastructure ERIC (pouze pracoviště Dolní Břežany, ČR)	The Extreme Light Infrastructure ERIC (only facility Dolní Břežany, CZ)
Univerzita Hradec Králové	University of Hradec Králové
Univerzita Jana Evangelisty Purkyně v Ústí nad Labem	Jan Evangelista Purkyně University in Ústí nad Labem
Univerzita Karlova	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
Ústav fotoniky a elektroniky AV ČR, v. v. i.	Institute of Photonics and Electronics of the CAS
Ústav fyzikální chemie J. Heyrovského AV ČR, v. v. i.	J. Heyrovsky Institute of Physical Chemistry of the CAS
Ústav fyziky atmosféry AV ČR, v. v. i.	Institute of Atmospheric Physics of the CAS
Ústav fyziky materiálů AV ČR, v. v. i.	Institute of Physics of Materials of the CAS
Ústav fyziky plazmatu AV ČR, v. v. i.	Institute of Plasma Physics of the CAS
Ústav geoniky AV ČR, v. v. i.	Institute of Geonics of the CAS
Ústav hematologie a krevní transfuze	Institute of Hematology and Blood Transfusion
Ústav chemických procesů AV ČR, v. v. i.	Institute of Chemical Process Fundamentals of 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
Ústav makromolekulární chemie AV ČR, v. v. i.	Institute of Macromolecular Chemistry of the CAS
Ústav mezinárodních vztahů, v. v. i.	Institute of International Relations Prague
Ústav molekulární genetiky AV ČR, v. v. i.	Institute of Molecular Genetics of the CAS
Ústav organické chemie a biochemie AV ČR, v. v. i.	Institute of Organic Chemistry and Biochemistry of the CAS
Ústav 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, 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 krajинu, 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
Ostravská univerzita	University of Ostrava	IPv4: 195.113.102.0-195.113.112.127, 78.128.128.0-78.128.146.255, 195.113.209.36-195.113.209.39, 195.113.209.56-195.113.209.63
Univerzita Karlova	Charles University	IPv4: 195.113.114.0 - 195.113.115.255, 195.113.189.0 - 195.113.189.255, 195.113.223.0 - 195.113.223.255, 195.113.229.0 - 195.113.229.255, 195.113.236.0 - 195.113.236.255, 78.128.214.96 - 78.128.214.111, 195.113.130.0 - 195.113.131.255 IPv6: 2001:0718:1200:0007:0000:0000:0000: 0000- 2001:0718:1200:0007:ffff:ffff:ffff: 2001:0718:1207:0000:0000:0000:0000: 0000-2001:0718:1207:ffff:ffff:ffff: ffff
Univerzita Palackého v Olomouci	Palacky University Olomouc	IPv4: 158.194.0.0-158.194.255.255
Masarykova univerzita	Masaryk University	IPv4: 147.251.0.0-147.251.49.35, 147.251.49.37-147.251.255.255 IPv6: 2001:718:801:0000:0000:0000:0000: 0000-2001:718:801:ffff:ffff:ffff: ffff

Appendix D: Title List

The BMJ

Title	Online ISSN	Journal Acronym	URL
The BMJ	1756-1833	BMJ (The)	bmj.com

BMJ Journals Standard Collection

Title	Online ISSN	Journal Acronym	URL
ADC: Education & Practice	1743-0593	EP	ep.bmj.com
ADC: Fetal & Neonatal	1468-2052	FNN	fn.bmj.com
Archives of Disease in Childhood	1468-2044	ADC	adc.bmj.com
BMJ Evidence-Based Medicine	2515-4478	EBM	ebm.bmj.com
BMJ Quality & Safety	2044-5423	QS	qualitysafety.bmj.com
British Journal of Ophthalmology	1468-2079	BJO	bjo.bmj.com
British Journal of Sports Medicine	1473-0480	BJSM	bjsm.bmj.com
Emergency Medicine Journal	1472-0213	EMJ	emj.bmj.com
Evidence-Based Nursing	1468-9618	EBN	ebn.bmj.com
Frontline Gastroenterology	2041-4145	FG	fg.bmj.com
Gut	1468-3288	GUT	gut.bmj.com
Heart	1468-201X	HEART	heart.bmj.com
Injury Prevention	1475-5785	IP	injuryprevention.bmj.com
Journal of Clinical Pathology	1472-4146	JCP	jcp.bmj.com
Journal of Epidemiology & Community Health	1470-2738	JECH	jech.bmj.com
Journal of Medical Ethics	1473-4257	JME	jme.bmj.com
Journal of Medical Genetics	1468-6244	JMG	jmg.bmj.com
Journal of NeuroInterventional Surgery	1759-8486	JNIS	jnis.bmj.com
Journal of Neurology Neurosurgery & Psychiatry	1468-330X	JNNP	jnnp.bmj.com
Medical Humanities	1473-4265	MH	mh.bmj.com
Occupational and Environmental Medicine	1470-7926	OEM	oem.bmj.com
Practical Neurology	1474-7766	PN	pn.bmj.com
Sexually Transmitted Infections	1472-3263	STI	sti.bmj.com
Thorax	1468-3296	THORAX	thorax.bmj.com
Tobacco Control	1468-3318	TC	tobaccocontrol.bmj.com

BMJ Journals Collection

Title	Online ISSN	Journal Acronym	URL
ADC: Education & Practice	1743-0593	EP	ep.bmj.com
ADC: Fetal & Neonatal	1468-2052	FNN	fn.bmj.com
Archives of Disease in Childhood	1468-2044	ADC	adc.bmj.com
BMJ Evidence-Based Medicine	2515-4478	EBM	ebm.bmj.com
BMJ Quality & Safety	2044-5423	QS	qualitysafety.bmj.com
British Journal of Ophthalmology	1468-2079	BJO	bjo.bmj.com
British Journal of Sports Medicine	1473-0480	BJSM	bjsm.bmj.com
Emergency Medicine Journal	1472-0213	EMJ	emj.bmj.com
Evidence-Based Nursing	1468-9618	EBN	ebn.bmj.com
Frontline Gastroenterology	2041-4145	FG	fg.bmj.com
Gut	1468-3288	GUT	gut.bmj.com
Heart	1468-201X	HEART	heart.bmj.com
Injury Prevention	1475-5785	IP	injuryprevention.bmj.com
Journal of Clinical Pathology	1472-4146	JCP	jcp.bmj.com
Journal of Epidemiology & Community Health	1470-2738	JECH	jech.bmj.com
Journal of Medical Ethics	1473-4257	JME	jme.bmj.com
Journal of Medical Genetics	1468-6244	JMG	jmg.bmj.com
Journal of NeuroInterventional Surgery	1759-8486	JNIS	jnis.bmj.com
Journal of Neurology Neurosurgery & Psychiatry	1468-330X	JNNP	jnnp.bmj.com
Medical Humanities	1473-4265	MH	mh.bmj.com
Occupational and Environmental Medicine	1470-7926	OEM	oem.bmj.com
Practical Neurology	1474-7766	PN	pn.bmj.com
Sexually Transmitted Infections	1472-3263	STI	sti.bmj.com
Thorax	1468-3296	THORAX	thorax.bmj.com
Tobacco Control	1468-3318	TC	tobaccocontrol.bmj.com
BMJ Innovations	2055-642X	BMJ INNOV	innovations.bmj.com
BMJ Leader	2398-631X	BMJ LEADER	bmjleader.bmj.com/
BMJ Military Health	2633-3775	BMJ MH	militaryhealth.bmj.com
BMJ Sexual & Reproductive Health	2515-2009	BMJ SRH	srh.bmj.com
BMJ Supportive & Palliative Care	2045-4368	BMJ SPCARE	spcare.bmj.com
European Journal of Hospital Pharmacy	2047-9964	EJHP	ejhp.bmj.com
Regional Anesthesia & Pain Medicine	1532-8651	RAPM	rapm.bmj.com
Drug and Therapeutics Bulletin	1755-5248	DTB	dtb.bmj.com
Considerations in Medicine	2515-3927	CIM	considerations.bmj.com
BMJ Immunology	2977-5884	BMJ IMM	bmjimmunology.bmj.com
Lifestyle Medicine Advances	2755-6670	LMA	lifestylemedicine.bmj.com

Eligible journals for Hybrid publishing

Where a Participating Institution's purchase includes BMJ Group's Hybrid APC Fund, as defined in their quote as "BMJ Read and Publish - Publish (BMJ Journal Collection or BMJ Standard Collection)" that APC Fund may only be utilized in connection with the Eligible Journal(s) listed below:

Title	Online ISSN	Journal Acronym	URL
Archives of Disease in Childhood	1743-0593	EP	ep.bmj.com
Archives of Disease in Childhood: Education & Practice	1468-2052	FNN	fn.bmj.com
Archives of Disease in Childhood: Fetal & Neonatal	1468-2044	ADC	adc.bmj.com
BMJ Evidence-Based Medicine	2515-4478	EBM	ebm.bmj.com
BMJ Immunology	2977-5884	BMJ IMM	bmjimmunology.bmj.com
BMJ Innovations	2055-642X	BMJ INNOV	innovations.bmj.com
BMJ Leader	2398-631X	BMJ LEADER	bmjleader.bmj.com/
BMJ Military Health	2633-3775	BMJ MH	militaryhealth.bmj.com
BMJ Quality & Safety	2044-5423	QS	qualitysafety.bmj.com
BMJ Sexual & Reproductive Health	2515-2009	BMJ SRH	srh.bmj.com
BMJ Supportive & Palliative Care	2045-4368	BMJ SPCARE	spcare.bmj.com
British Journal of Ophthalmology	1468-2079	BJO	bjo.bmj.com
British Journal of Sports Medicine	1473-0480	BJSM	bjsm.bmj.com
Considerations in Medicine	2515-3927	CIM	considerations.bmj.com
Drug and Therapeutics Bulletin	1755-5248	DTB	dtb.bmj.com
Emergency Medicine Journal	1472-0213	EMJ	emj.bmj.com
European Journal of Hospital Pharmacy	2047-9964	EJHP	ejhp.bmj.com
Evidence-Based Nursing	1468-9618	EBN	ebn.bmj.com
Frontline Gastroenterology	2041-4145	FG	fg.bmj.com
Gut	1468-3288	GUT	gut.bmj.com
Heart	1468-201X	HEART	heart.bmj.com
Injury Prevention	1475-5785	IP	injuryprevention.bmj.com
Journal of Clinical Pathology	1472-4146	JCP	jcp.bmj.com
Journal of Epidemiology & Community Health	1470-2738	JECH	jech.bmj.com
Journal of Medical Ethics	1473-4257	JME	jme.bmj.com
Journal of Medical Genetics	1468-6244	JMG	jmg.bmj.com
Journal of NeuroInterventional Surgery	1759-8486	JNIS	jnис.bmj.com

Journal of Neurology, Neurosurgery & Psychiatry	1468-330X	JNNP	jnnp.bmjj.com
Lifestyle Medicine Advances	2755-6670	LMA	lifestylemedicine.bmjj.com
Medical Humanities	1473-4265	MH	mh.bmjj.com
Occupational and Environmental Medicine	1470-7926	OEM	oem.bmjj.com
Practical Neurology	1474-7766	PN	pn.bmjj.com
Regional Anesthesia & Pain Medicine	1532-8651	RAPM	rapm.bmjj.com
Sexually Transmitted Infections	1472-3263	STI	sti.bmjj.com
Thorax	1468-3296	THORAX	thorax.bmjj.com
Tobacco Control	1468-3318	TC	tobaccocontrol.bmjj.com

Eligible journals for OA publishing

Where a Participating Institution's purchase includes BMJ Group's Gold OA APC Fund, as defined in their quote as "BMJ Gold OA - Publish" that APC Fund may only be utilized in connection with the **Eligible Journal(s)** listed below:

Title	Online ISSN	Journal Acronym	URL
The BMJ (research only) - Gold option only *)	1756-1833	BMJ (The)	bmj.com
BMJ Global Health	2059-7908	BMJ GH	gh.bmjj.com
BMJ Health & Care Informatics	2632-1009	BMJ HCI	informatics.bmjj.com
BMJ Neurology Open	2632-6140	BMJ NO	neurologyopen.bmjj.com
BMJ Nutrition, Prevention & Health	2516-5542	BMJ NPH	nutrition.bmjj.com
BMJ Open	2044-6055	BMJ OPEN	bmjopen.bmjj.com
BMJ Open Diabetes Research & Care	2052-4897	BMJ DRC	drc.bmjj.com
BMJ Open Gastroenterology	2054-4774	BMJ OG	bmjopengastro.bmjj.com
BMJ Open Ophthalmology	2397-3269	BMJ OPHTH	bmjophth.bmjj.com
BMJ Open Quality	2399-6641	BMJ OQ	bmjopenquality.bmjj.com
BMJ Open Respiratory Research	2052-4439	BMJ ORR	bmjopenrespres.bmjj.com
BMJ Open Sport & Exercise Medicine	2055-7647	BMJ SEM	bmjopensem.bmjj.com
BMJ Paediatrics Open	2399-9772	BMJ PO	bmjpaedopen.bmjj.com
BMJ Public Health	2753-4294	BMJ PH	bmjpublichealth.bmjj.com
BMJ Surgery, Interventions, & Health Technologies	2631-4940	BMJ SIT	sit.bmjj.com
Journal for ImmunoTherapy of Cancer	2051-1426	JITC	jite.bmjj.com
Lupus Science & Medicine	2053-8790	LSM	lupus.bmjj.com
Open Heart	2053-3624	OPENHEART	openheart.bmjj.com
RMD Open	2056-5933	RMDOPEN	rmdopen.bmjj.com
Stroke and Vascular Neurology	2059-8696	SVN	svn.bmjj.com

Trauma Surgery & Acute Care Open	2397-5776	TSACO	tsaco.bmj.com
BMJ Oncology	2752-7948	BMJ ONC	bmjoncology.bmj.com
BMJ Medicine	2754-0413	BMJ MED	bmjmedicine.bmj.com
BMJ Mental Health	2755-9734	BMJ MENT	mentalhealth.bmj.com
BMJ Connections Clinical Genetics and Genomics	3050-2551	BMJCCGG	connectionscgg.bmj.com
BMJ Connections Oncology	3049-5784	BMJCONC	connectionsoncology.bmj.com
BMJ Digital Health & AI	3049-575X	BMJ DHAI.	bmjdigitalhealth.bmj.com
JME Practical Bioethics	3049-8600	JME PB	jmepb.bmj.com
World Journal of Pediatric Surgery	2516-5410	WJPS	wjps.bmj.com
BMJ Connections Immunology	2977-5876	BMJ CIMM	connectionsimmunology.bmj.com
BMJ Connections Mental Health	2977-7798	BMJ CMENT	connectionsmentalhealth.bmj.com
Gut Science	2978-1833	GUT SCI	gutscience.bmj.com
BMJ Connections Digital Health & AI	2755-6166	BMJ CDHAI	connectionsdigitalhealth.bmj.com

* Publishing research articles in The BMJ without APC payment applies only to institutions subscribing to the Gold OA option (Masaryk University)

Eligible Article(s): References in this Agreement to “Eligible Article(s)” shall mean an original research article or brief report as described in the first table below) which: (i) is agreed to be published as an Open Access Article; (ii) is submitted to an Eligible Journal during the Subscription Period; and (iii) complies with any other article requirements of the relevant Eligible Journal (as updated from time to time). References to an Eligible Article shall include all text, audio, video and audio-visual material, abstracts, databases, tables, data, diagrams, photographs and other images or illustrative material, all drafts of the Eligible Article, the version of the Eligible Article accepted for publication by the Publisher and the final version of the Eligible Article that has been published by the Publisher (whether or not published as part of a specified volume, issue or online).

Article Description	Article Types Included - Hybrid Titles (only)	Article Types Included - Gold Open Access Titles (only)
‘research article’	Clinical audit Clinical science Current controversy Extended essay Feature article Laboratory science Methodology	4th World Trauma Congress article Cohort profile Original research Protocol Qualitative research Quality education report Quality improvement report

	Original research Protocol Qualitative & mixed methods Quality improvement report Quality improvement short report Research and reporting methodology Research methods and reporting Special article State of the science Student essay Student submission Systematic review Theory and methods	Research Research methods and reporting Systematic review Update to living article World Trauma Congress article
'brief report'	Brief communication Brief report Brief technical report Research letter Research report Short report	Brief report Research letter Short report

For the avoidance of any doubt, the following articles types shall be specifically excluded and shall not be considered an "**Eligible Article**" for the purposes of this Agreement:

Article Description	Article Types Included - Hybrid Titles (only)	Article Types Included - Gold Open Access Titles (only)
NLM Ineligible Articles	Announcement Article-commentary Book-review Case-report Correction	Addendum Announcement Article-commentary Case-report Correction

	Discussion Editorial In-brief Letter Meeting-report News Obituary Other Product-review Review-article	Discussion Editorial In-brief Letter Meeting-report News Obituary Other Review-article
Ineligible Articles (as per BMJ classification)	2020 Vision A difficult case A guide to guidelines A paper, book, or conversation that changed my practice A patient that changed my practice ABN Guidance ABN News Ad watch Advocacy in action Analysis Aphorism Archimedes Archivist Art and neurology Ask the expert Author meets critics: precis BASHH column Best Evidence Topic reports	10 minute consultation Addendum Analysis BTS quality standards BTS Quality Statement Careers features Case of the month Case report Challenges in trauma and acute care surgery Change Clinical review Clinical update Commentary Communication Conference proceedings Consensus statement Correction Correspondence Current opinion

	Best practice	Data source
	Bite-sized ethics	Dialogue
	BNF update	Easily missed?
	Book club	Editorial
	Book review	Editorials
	Bright spots	Editor's choice
	BTS Clinical Statement	Education
	BTS Guideline	Emerging science and medicine
	Cardiology in focus	Endgames: Spot Diagnosis
	Case based discussion	Epidemiological study
	Case report	Essentials
	Case series	Feature
	Clinical audit	From Drug and Therapeutics Bulletin
	Clinical law for clinical practice	Guest editorial
	Clinicopathological conference	Guideline
	Cochrane corner	Guidelines
	Commentary	Guidelines/Algorithms
	Concepts	Head to head
	Consensus statement	Hypothesis
	Controversies and challenges in respiratory medicine	Implementer report
	Controversies and challenges in respiratory medicine: myths and truths	Letter
	Controversies in GI practice	Medicine, science and the future
	Coroner's concerns to prevent harm	Meeting report
	Correction	Minerva
	Correspondence	News
	Crossword	Obituaries
	Curriculum based clinical review	Observations
		Opinion
		Opinion (blogs)

	Daring discourse	Patient education series: understanding trauma and emergency general surgery condition
	Debate	
	Desert island neurology	Patient education series: understanding trauma and emergency general surgery conditions
	Discussion	
	DTB commentary	Perspective
	DTB drug review	Perspectives
	DTB forum	Pictures of stroke and cerebral vasculature
	DTB select	
	EBM opinion and debate	Plenary paper
	EBM verdict	Policy statement
	EBN opinion	Practice
	Editorial	Practice patterns and guidelines
	Editorial commentary	Practice pointer
	Editor's quiz: GI snapshot	Registry report
	Education	Regulatory and policy corner
	Education in practice	Research & reporting methodology
	Education pearls	Research letter
	Education review	Research News
	Endoscopy news	Response
	Epilogue	Review
	Equipped: quality improvement	Specialist review
	Essay	State of the Art Review
	Ethics abstract	Statistics in practice
	Ethics and law for clinical practice	Talks I have given
	Ethics briefing	Thank you to our reviewers
	Evidence for contemporary nursing education	Uncertainties
	Evidence for nurse education	Update (new)
	Evidence-based public health policy and practice	Update to living review
	Filler	Video article
		Viewpoint

	From the retired Gallery Gene of the month Global emergency highlights Global emergency medicine highlights Glossary Grand rounds Grand rounds commentary Guideline Guideline highlights Guideline review Guideline summary Guidelines in context Highlights from the literature Highlights from this issue Historical note History History article How to do it How to understand it Humanitarian Spotlight Hyperion Image challenge Image of the moment Images Images in neonatal medicine Images in paediatrics Images in sports medicine Images in Thorax	Views and reviews Voices What Your Patient is Thinking Young voices
--	---	--

	Impact commentary In perspective Industry watch Infographic Innovations in education Inside track Inside view Interpretations Investigator stories Journal club Journal Update Journal watch JournalScan Leading article Learning and teaching Letter Letter to the editor Literature and neurology Lucina Me and my neurological illness Media review Medicines update Medicolegal column My approach Narrative review Neuroimaging Neurological dilemma Neurological letter from Neurological miscellany Neurological picture	
--	--	--

	<p>Neurological reflections</p> <p>Neurological sign</p> <p>Neurological web</p> <p>Neuromythology</p> <p>News analysis</p> <p>Obituary</p> <p>Occasional essay</p> <p>Opinion</p> <p>Pain palette: healing through words and wisdom</p> <p>Patient voices</p> <p>Perspective</p> <p>Perspectives</p> <p>PhD Academy Award</p> <p>Picket</p> <p>Point-Counterpoint</p> <p>Position statement</p> <p>Practice review</p> <p>Problem solving in clinical practice</p> <p>Proceedings</p> <p>Public health</p> <p>Pulmonary puzzle</p> <p>Quality & safety in the literature</p> <p>Quality improvement</p> <p>Quality improvement: equipped</p> <p>Recent advances in basic science</p> <p>Recent advances in clinical practice</p> <p>Report from the front</p> <p>Research agenda</p>	
--	---	--

	<p>Research and guideline updates</p> <p>Research in practice</p> <p>Research made simple</p> <p>Research masterclass</p> <p>Research news</p> <p>Resources</p> <p>Review</p> <p>Review essay</p> <p>SAQs</p> <p>SAVIR notes</p> <p>Second opinion</p> <p>Service spotlight</p> <p>SONO case series</p> <p>Speakers' corner</p> <p>Special communication</p> <p>Specialist review</p> <p>State of the art review</p> <p>Student perspectives of nurse education</p> <p>Swing shift: innovations in emergency medicine</p> <p>Technical video</p> <p>Test yourself</p> <p>Thank you to our reviewers</p> <p>The history of neurology</p> <p>The view from here</p> <p>Therapeutic intervention</p> <p>Today's ward round</p> <p>Video article</p> <p>Viewpoint</p> <p>Virtual case of the month</p>	
--	--	--

	<p>Voices from history</p> <p>Voices from literature</p> <p>Wellbeing at Work</p> <p>What got me into neurology</p> <p>What neurologists need to understand outside their own speciality</p> <p>What to do when</p> <p>Words</p>	
--	--	--

Appendix E: Open Access workflow

This appendix outlines the process by which authors publish their articles open access (OA) with BMJ under an institutional or Read and Publish agreement.

1. Pre-submission

- Authors are encouraged to visit the **BMJ Author Hub** to learn about publishing with BMJ and access guidance on each stage of the publication process.
- There are also lots of helpful resources on the landing page for each country, these include videos and infographics.
- The author selects the most appropriate **BMJ journal** for their submission, based on subject scope, acceptance criteria, and publication speed.

2. Submission

- Manuscripts are submitted directly through the chosen journal's online submission system (**ScholarOne**).
- Authors must ensure:
 - Their **ScholarOne account** details are current.
 - They use their **institutional email address**.
 - Their institution is correctly linked via the **Ringgold ID**, which allows BMJ to identify eligibility for APC waivers or discounts and apply the correct open access licence.
- During the submission process, the author selects their preferred **open access licence** and affiliation details are verified.

3. Post-acceptance

- Once the article is accepted for publication, BMJ's Open Access Account Manager (we use the Copy Right Clearance Centre and the Licensee will have a CCC account) reviews and approves the funding request in line with the institutional or Read and Publish agreement (approval will be automatic).

- After approval, the article moves into **BMJ Production** for copy-editing, typesetting, and online publication.
- Upon publication, the article is made **openly accessible** under the appropriate licence and any applicable funding acknowledgment.

Summary

BMJ's OA workflow ensures that eligible authors benefit automatically from institutional publishing agreements. The process - from submission to publication - is designed to be straightforward, transparent, and fully compliant with open access policies and funder requirements.

Open Access Licences

When agreeing to the BMJ author licence during submission you will be required to select whether your article will be open access or not. Most BMJ journals permit the reuse of articles under two Creative Commons licences:

CC BY-NC

This is the default open access option for BMJ articles. For articles where BMJ is allowing reuse under CC BY-NC this permits the author and any non-commercial bodies to reuse the material in any non-commercial way they choose under the terms of the licence, without acquiring permission from BMJ. Commercial users will require permission from BMJ for any reuse.

CC BY

This option is only available to those whose funders mandate it. For articles where BMJ is allowing reuse under CC BY this permits anyone to reuse and adapt the material in any way, without acquiring permission

Eligible Articles

Under the BMJ Read & Publish agreement, **only research articles** submitted to eligible BMJ journals are covered. Articles must be both:

1. **Submitted to an eligible journal**, and

2. Classified as an eligible research article type.

1. BMJ Journals Collection – Eligible Research Article Types

These article types are eligible for Open Access publishing under the Read & Publish agreement:

- Brief communication
- Brief report
- Brief technical report
- Clinical audit
- Clinical science
- Current controversy
- Extended essay
- Featured article
- Laboratory science
- Methodology
- Original research
- Protocol
- Qualitative and mixed methods
- Quality improvement report
- Quality improvement short report
- Research and reporting methodology
- Research letter
- Research methods and reporting
- Research report
- Short report
- Special article
- State of the science
- Student essay
- Student submission
- Systematic review
- Theory and methods

Non-research types are not eligible.

2. BMJ Standard Collection – Eligible Research Article Types

Eligible research article types under the Standard Collection include:

- Brief communication
- Brief report
- Clinical science
- Current controversy
- Extended essay
- Featured article
- Laboratory science
- Methodology
- Original research
- Quality improvement report
- Quality improvement short report
- Research and reporting methodology
- Research methods and reporting
- Short report
- Student essay
- Student submission
- Systematic review
- Theory and methods

3. BMJ Gold Open Access Journals – Eligible Research Article Types

Eligible article types for BMJ's fully Gold OA titles include:

- Brief report
- Cohort profile
- Original research
- Protocol
- Qualitative research
- Quality education report
- Quality improvement programme
- Quality improvement report
- Research
- Research letter
- Research methods and reporting
- Short report
- Systematic review
- Update to living article
- World Trauma Congress article

Non-research article types are not eligible.

Reporting

The Licensee may generate reports through the RightsLink institutional portal, including filters for dates, author affiliation, and approval status.

Agreement activity reports may be generated at any time through the RightsLink institutional portal, and full, detailed Excel reports for any selected date range may be requested by contacting BMJ at at [REDACTED], and BMJ will supply the report for the requested date range.

OA BMJ Guide

Rights and Obligations of Both Parties

Under this unlimited Read and Publish agreement, Open Access publishing is available for articles submitted to journals included in the agreement and classified as one of BMJ's eligible research article types.

All Open Access funding requests are submitted and processed through the CCC RightsLink platform. As this is an unlimited agreement, all requests that meet the eligibility criteria are automatically approved. The approval occurs within RightsLink at the point of request submission and requires no manual intervention from the institution.

If a request does not meet the eligibility rules, email is sent to the author with options available such as to self – pay.

For articles that are approved, BMJ will publish the article as immediate Open Access upon acceptance, under the Creative Commons licence options available for the journal.