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





² http://www.niso.org/workrooms/kbart

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





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- 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 the provisions in Section XI.

X. Renewal

1. This Agreement shall be renewable at the end of the current term for a successive two (2) years term unless either party gives written notice of its intention to cancel ninety (90) days before expiration of the current term.

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- 1. Early Termination for Financial Hardship. The Licensee may terminate this Agreement without penalty after 31 December 2020 if sufficient content acquisitions funds are not allocated 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, Licensee will notify Licensor of the intent to terminate the Agreement as soon as is reasonably possible, but in any case, not later than 20 January of 2021 or 20 January of any following year, and this transaction shall terminate on the last day of the subscription period for which payment has been made 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 the Licensee and Participating Institutions shall maintain its perpetual right (where applicable) to materials licensed under the subscription periods for which it has fully paid, subject to Section XII.
- 2. Termination for Breach. If either party believes that the other has materially







breached any obligations under this Agreement, such party shall so notify the breaching party in writing with a detailed description of the breach. The breaching party shall have thirty (30) days from the receipt of notice to use all reasonable means to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice. Termination is effective by the date of delivery such a notice.

- 3. <u>Termination of access</u>. Once this Agreement ends, by early termination or otherwise, the Licensor may terminate access to the Licensed Materials by Licensee, Participating Institutions and Authorized users, subject to Section XII, below. In addition, authorized copies of Licensed Materials made by Authorized Users may be retained for educational purposes and used subject to the terms of this Agreement.
- 4. <u>Refunds</u>. In the event of early termination permitted by this Agreement, except for termination for a material breach by the Licensee, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

XII. Perpetual Rights

Note: This article 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.

- 1. Perpetual License. Notwithstanding anything else in the Agreement, Licensor grants to Licensee and Participating Institutions a nonexclusive, royalty-free, system-wide perpetual license limited to the territory of 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, which provisions shall survive any termination of this Agreement. The means by which 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 Licensor's means of access is not available, the Licensee and/or 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 its perpetual use rights.
- 2. <u>Archival Copy.</u> Licensor shall provide to Licensee upon request, or Licensee may create, one (1) copy of the entire set of Licensed Materials to be maintained as









an archival copy. The archival copy from 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.

- 3. In the event the Licensor discontinues or suspends selling or licensing the Licensed Materials, Participating Institutions may use such archived Licensed Materials under the same terms as defined by this Agreement. If Licensee has a backup copy of the Licensed Materials as defined in Section IV, the backup copy may be used as an archival copy.
- 4. Third Party Archiving Services. Licensor and Licensee acknowledge that either party may engage the services of third-party trusted archives and/or participate in collaborative archiving endeavors to exercise Licensee's rights under this section of the Agreement. Licensor agrees to cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Materials available for archiving purposes. Participating Institutions may perpetually use a third-party trusted system or collaborative archive to access or store the Licensed Materials, so long as Participating Institutions' use is under the same terms as this Agreement.
- 5. In the event the Licensor discontinues or changes the terms of its participation in a third-party archiving service, the Licensor 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.

XIII. Warranties

- 1. Licensor warrants that it has all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee and the Participating Institutions for the purposes and terms outlined in this Agreement, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party. Licensor warrants that is authorized to fulfil any of its obligations set out in this Agreement and that this is ensured in the contract concluded with the Publisher.
- 2. Accessibility Requirements. Licensor warrants that the Licensed Materials comply with Publishers country of origin laws and regulations, and conform to the accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.0 at level AA or Rules of accessible web creation⁵ based on Czech Republic Act. 365/2000 Coll. and Act. 81/2006 Coll. Licensor agrees to promptly respond to and resolve any complaint regarding accessibility of Licensed Materials.⁶

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





⁵ http://www.pravidla-pristupnosti.cz





XIV. Limitations on Warranties

- Notwithstanding anything else in this Agreement, neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, that arises from the use of the Licensed Materials, or the inability (means incompetence, not the possibility, availability to use Licensed materials) to use the Licensed Materials.
- Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any 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.
- Except for the express warranties stated elsewhere in this Agreement, Licensor 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.

XV. Indemnities

1. The Licensor shall indemnify and hold harmless the Licensee, the Participating Institutions and Authorized Users for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from any third party claim that alleges copyright infringement or other intellectual property infringement arising from 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 XV shall survive the termination of this Agreement.

XVI. Assignment and Transfer

1. Neither party may assign, directly nor indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, except as otherwise provided in Section VII. Neither party to this Agreement may unreasonably withhold or delay such written consent.









XVII. Governing Law

 This Agreement 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, excluding any such laws that might direct the application of the laws of another jurisdiction.

XVIII. Dispute Resolution & Venue

- 1. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise good faith efforts to resolve the dispute as soon as possible. In the event that the parties cannot, by exercise of their good faith efforts, resolve the dispute, 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 that are not affected by the dispute. The party invoking mediation shall give to the other party written notice of its decision to seek informal mediation, and the notice must include a description of the issues 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 after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute.
- 2. If the dispute is not resolved within thirty (30) calendar days of the meeting among the parties' executives, either party may pursue a legal action in court. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the 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 that are not affected by the dispute.

XIX. Force Majeure

1. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of Nature, 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 an event of force majeure, the party affected shall promptly notify the other in writing setting forth the details of the occurrence, its expected duration and how that party's performance may be affected. The affected party









shall resume the performance of its obligations as soon as practicable after the force majeure event ceases.

XX. Entire Agreement

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

XXI. Applicable provisions of the Agreement

1. The Articles set out in this Agreement are applicable as a whole to the Licensed Materials listed in the Appendix B, unless the Appendix D (Cards of the Licensed Materials) set out otherwise. In the Appendix D the exceptions to the conditions of this Agreement in relation to the respective Licensed Materials (Card of the Licensed Material) are stated. The provisions of Appendix D of this Agreement are prior to the provisions of this Agreement. If the Appendix D stated otherwise, the wording of Appendix D prevails.

XXII. Amendment

 No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

XXIII. Severability

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 contracting parties shall replace the invalid, illegal or unenforceable provision by a new provision, the wording of which shall correspond to the intent embodied by the original provision and this Agreement as a whole.

XXIV. Waiver of Contractual Right

1. Waiver of any provision herein shall not be deemed a waiver of any other









provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

XXV. Notices

- 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 or fax.
- 2. Notices regarding the extent and manner of performance under this Agreement, damages, penalties, debts, contacts and this Agreement as such (for example the notification about breach, 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 deemed delivered on the fifth (5th) business day following their proven posting.
- 3. Either party may from time to time change its Notice Address by written notice to the other party. Such change is effective from a delivery of such notice.
- 4. If to Licensor:

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

Czech Republic

Email: czechelib@aip.cz

5. If to Licensee:

Licensing contact:

Head of Licensing Unit CzechELib National Library of Technology Technická 6, 160 80 Praha 6 - Dejvice Czech Republic

Email: licensing@czechelib.cz









XXVI. Audit rights

- Licensor is obliged to stand still any control of a respective authority and to
 cooperate with any auditing/controlling body authorized to carry out audit in
 compliance with the rules and regulations of Czech republic and mandatory rules
 of EU/EC regarding to the financial control especially regarding to the grants as
 well as to cooperate with persons authorized to execute the audit/control by
 such auditing bodies. Licensor shall not be entitled to any remuneration,
 compensation nor any other benefit for providing cooperation as described
 above.
- 2. Disallowance of the audit/control or a failure to provide cooperation as described in Article 1 shall be deemed as a serious breach of this Agreement.
- 3. Licensor is obliged to fully compensate any damages that should arise as a result of the conduct described in Article 2. Obligations described in Article 1 are imposed upon the Licensor regardless the termination of this Agreement.

XXVII. Execution

- This Agreement is compiled in three counterparts in the English language, each
 of which has the power of an original. Licensor shall receive one counterpart and
 Licensee shall receive two counterparts.
- 2. 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 law.











IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

LICENSOR:		
BY:	DATE:	
Signature of Authorized Signatory of Licensor		

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

E-mail: vladimir.karen@aip.cz

LICENSEE:	
BY:	DATE:
Signature of Authorized Signatory of	

Ing. Martin Svoboda Director of CzechELib National Library of Technology Technická 6 160 80 Praha 6 - Dejvice Czech Republic

Licensee









Appendix A: Licensed Materials

1. Association for Computing Machinery (ACM)

Licensed Material: ACM Digital Library

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

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022

Access Conditions: Unlimited simultaneous access (no perpetual rights!)

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

2. American Physical Society (APS)

Licensed Material: APS-ALL Online Only Package

- Number of titles: 15 (as of March 2018), see https://journals.aps.org/about
- **Dates covered:** see the Description below
- Description: American Physical Society (APS) is a non-profit membership organization working to advance and diffuse the knowledge of physics through its outstanding research journals, scientific meetings, and education, outreach, advocacy and international activities. APS-ALL is a collection of the following journals published by APS and available online (as of April 2018): Physical Review A-D (1970+), Physical Review E (1993+), Physical Review Letters (1958+), Physical Review Applied (2014+), Physical Review Fluids (2016+), Physical Review Materials (2017+), Reviews of Modern Physics (1929+), Physical Review Accelerators and Beams (1998+), Physical Review Physics Education Research (2005+), Physical Review X (2011+), Physics (2008+) and PROLA (Physical Review Online Archive 1893+)

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022









Access Conditions: Unlimited simultaneous access (no perpetual rights!)

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

Note 1:

In case of Masaryk University just the following journals will be covered by CzechElib in 2018 and 2019:

Physical Review A,C and D (1970+), Physical Review Applied (2014+), Physical Review Fluids (2016+), Physical Review Materials (2017+), Physical Review Accelerators and Beams (1998+), Physical Review Physics Education Research (2005+), Physical Review X (2011+) and Physics (2008+)

Note 2:

If Publisher enters the agreement with the SCOAP3 initiative in any of the years 2020-2022, then the applicable SCOAP3 offset must be applied to the gross price of the annual subscription for such years. Publisher will accept net price payment from Licensor. Licensor is obliged to notify Licensee with updated prices not later than by 31st January of the then current year.

3. <u>BioOne</u>

Licensed Material: BioOne Complete

- Number of titles: see http://www.bioone.org/page/resources/titles
- Dates covered: see http://www.bioone.org/page/resources/titles
- Description: BioOne Complete is a full-text database of more than 200 high quality, subscribed and open-access titles focused in the biological, ecological, and environmental sciences. For more details please see http://www.bioone.org/page/about

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022

Access Conditions: Unlimited simultaneous access

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

4. Cambridge University Press

Licensed Material: Cambridge Journals Online - STM Collection

Number of titles: 166 (as for 2018)









- Dates covered, if applicable: various to the current year (i.e. 2018, 2019 etc.)
- **Description:** The collection of STM titles available on the enhanced platform Cambridge Core, which now includes both journal and ebook content, offers e.g. Altmetrics scores, a citation widget and access via mobile devices.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022 (minor differences marked in Appendix B)

Access Conditions: Unlimited simultaneous user systemwide access

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

Licensed Material: Cambridge Journals Online - HSS Collection

Number of titles: 256 (as for 2018)

• Dates covered, if applicable: N/A

• **Description**: The collection of HSS titles available on the enhanced platform Cambridge Core, which now includes both journal and ebook content, offers e.g. Altmetrics scores, a citation widget and access via mobile devices.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022 (minor differences marked in Appendix B)

Access Conditions: Unlimited simultaneous user systemwide access

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

Licensed Material: Cambridge Journals Online - Full Collection

- Number of titles: 390 (as for 2018)
- **Dates covered, if applicable:** various to the current year (i.e. 2018, 2019 etc.)
- **Description:** The collection of titles available on the enhanced platform Cambridge Core, which now includes both journal and ebook content, offers e.g. Altmetrics scores, a citation widget and access via mobile devices.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022 (minor differences marked in Appendix B)

Access Conditions: Unlimited simultaneous user systemwide access

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









5. CEEOL

Licensed Material: Central and Eastern European Online Library

• Number of titles: 1879

• Dates covered: see https://www.ceeol.com/browse/browse-by-journals

• **Description:** CEEOL provides libraries and their patrons worldwide access to scholarly e-journals and e-books in humanities and social sciences from Central and Eastern Europe. All content in CEEOL either has its origin in Central, Eastern or South-Eastern Europe and/or is considered relevant to the region, its histories, cultures, languages, as well as, its political and social problems and discussions for possible solutions.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022

Access Conditions: Unlimited simultaneous access

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

6. GeoScienceWorld

Licensed Material: GeoScienceWorld Millennium Collection

- Number of titles: see https://pubs.geoscienceworld.org/journals
- Dates covered: see https://pubs.geoscienceworld.org/journals
- **Description:** GeoScienceWorld is the comprehensive Internet resource for research and communications in the geosciences, built on a core database aggregation of peer-reviewed journals indexed, linked, and interoperable with GeoRef. The nonprofit collaborative of earth science librarians, researchers, and publishers, delivering more than 40 top-tier digital journals from pre-eminent global publishers. Fully cross-searchable and integrated with GeoRef, the most complete and authoritative Abstracting & Indexing database in geoscience.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022

Access Conditions: Unlimited simultaneous access

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











7. IOP Publishing Limited

Licensed Material: IOPscience extra

Number of titles: see Appendix F
 Dates covered: see Appendix F

• **Description:** The premium electronic-only subscription package offers researchers more than 140 years of IOP Publishing content including some of the most vital scientific, technical and medical research ever published, in one fully integrated resource. Over 70 prestigious journals, including our renowned Journal of Physics series. Subjects cover biomedical engineering, condensed matter, graphene, materials, nanotechnology, quantum information and semiconductors in the fields of astronomy, astrophysics, biological physics, chemistry, engineering, environment, mathematics, physics and medical physics. In excess of 430,000 articles on average around 2200 full-text articles are added every month via technical reports, review articles, conference proceedings and special issues as well as regular papers. Our complete archive comprises every article published since 1874.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022

Access Conditions: Unlimited simultaneous access

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

8. <u>OECD</u>

Licensed Material: OECD iLibrary

• Number of titles (as of January 2018):

11 710 ebook titles

60 300 chapters

175 500 tables and graphs

6 800 articles

5 535 multilingual summaries

5 600 working papers

5 billion data points across 42 databases

- Dates covered: see http://www.oecd-ilibrary.org/about/about
- Description: OECD iLibrary is the online library of the Organisation for Economic Cooperation and Development (OECD) featuring its books, papers and statistics and is the gateway to OECD's analysis and data. It replaced SourceOECD in July 2010. OECD iLibrary presents all content so users can find - and cite - tables and databases as easily as articles or chapters in any available format: PDF, WEB, XLS, DATA, ePUB, READ.









Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022

Access Conditions: Unlimited simultaneous access (no perpetual rights!)

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

9. Ovid Technologies GmbH

Licensed Material: Evidence-Based Medicine Reviews

- **Number of titles:** N/A (mixed contents database)
- Dates covered, if applicable: current
- Description: A definitive resource in the evidence based medicine (EBM) movement that combines 7 of the most trusted EBM resources into a single, fully-searchable database comprehensively integrated with MEDLINE. Consists of Cochrane Database of Systematic Reviews, Database of Abstracts of Reviews of Effectiveness (DARE), Health Technology Assessments (HTA), NHS Economic Evaluation Database (NHSEED), ACP Journal Club, Cochrane Central Register of Controlled Trials and Cochrane Methodology Register (CMR). See http://www.ovid.com/site/catalog/databases/904.jsp for details.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022 (minor differences marked in Appendix B)

Access Conditions: Unlimited simultaneous user systemwide access (no perpetual rights!)

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

Licensed Material: GEOREF

- **Number of titles:** N/A (bibliographic database)
- Dates covered, if applicable: covers the geology of North American from 1669 for North America and 1933 for the rest of the world
- **Description:** GeoRef, published by the American Geosciences Institute, contains more than 3.7 million abstract records from geoscience journals, books, maps, conference papers and more. Established in 1966, the database includes also all publications of the US Geological Survey and adds 100,000 records every year. See http://www.ovid.com/site/catalog/databases/96.jsp for details.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022 (minor differences marked in Appendix B)

Access Conditions: Unlimited simultaneous user systemwide access (no perpetual rights!)









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

Licensed Material: Medline on Ovid

• **Number of titles:** N/A (bibliographic database)

• Dates covered, if applicable: since 1946

Description: Updated daily, MEDLINE on the Ovid platform offers novice and expert searchers seamless and up-to-the-minute access to over 23 million of the latest bibliographic citations and author abstracts from more than 5,600 biomedicine and life sciences journals in nearly 40 languages (60 languages for older journals). English abstracts are included in more than 80% of the records. Access to Ovid MEDLINE In-Process & Other Non-Indexed Citations and provides Evidence-Based Medicine Reviews (EBMR) Limit for subscribers of EBMR. See http://www.ovid.com/site/catalog/databases/901.jsp for details.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022 (minor differences marked in Appendix B)

Access Conditions: Unlimited simultaneous user systemwide access (no perpetual rights!)

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

10. Oxford University Press

Licensed Material: Oxford Journals 2017 Full Collection

- Number of titles: 316 (fixed collection as it is for 2017, no new titles will be added for 2018 etc.)
- Dates covered, if applicable: various to the current year
- **Description:** The collection of titles available on the enhanced platform Cambridge Core, which now includes both journal and ebook content, offers e.g. Altmetrics scores, a citation widget and access via mobile devices.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022 (minor differences marked in Appendix B)

Access Conditions: Unlimited simultaneous user systemwide access

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









Licensed Material: Oxford Journals 2017 STM Collection

- Number of titles: 164 (fixed collection as it is for 2017, no new titles will be added for 2018 etc.)
- Dates covered, if applicable: various to the current year
- **Description:** The collection of STM titles available on the enhanced platform Cambridge Core, which now includes both journal and ebook content, offers e.g. Altmetrics scores, a citation widget and access via mobile devices.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022 (minor differences marked in Appendix B)

Access Conditions: Unlimited simultaneous user systemwide access

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

Licensed Material: Oxford Journals 2017 HSS Collection

- **Number of titles:** 177 (fixed collection as it is for 2017, no new titles will be added for 2018 etc.)
- Dates covered, if applicable: various to the current year
- **Description:** The collection of HSS titles available on the enhanced platform Cambridge Core, which now includes both journal and ebook content, offers e.g. Altmetrics scores, a citation widget and access via mobile devices.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022 (minor differences marked in Appendix B)

Access Conditions: Unlimited simultaneous user systemwide access

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

Licensed Material: Oxford Journals 2017 Life Sciences Collection

- **Number of titles:** 70 (fixed collection as it is for 2017, no new titles will be added for 2018 etc.)
- Dates covered, if applicable: various to the current year
- **Description:** The collection of titles in Life Sciences available on the enhanced platform Cambridge Core, which now includes both journal and ebook content, offers e.g. Altmetrics scores, a citation widget and access via mobile devices.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022 (minor differences marked in Appendix B)

Access Conditions: Unlimited simultaneous user systemwide access









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

Licensed Material: Oxford English Dictionary

- Number of titles: 1 (online version of OED)
- Dates covered, if applicable: N/A
- **Description:** Oxford English Dictionary is widely regarded as the accepted authority on the English language. It is an unsurpassed guide to the meaning, history, and pronunciation of 600 000 words— past and present—from across the English-speaking world.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022 (minor differences marked in Appendix B)

Access Conditions: Unlimited simultaneous user systemwide access (no perpetual rights!)

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

Licensed Material: Grove Music Online on platform Oxford Music Online

- Number of titles: 1 (online version of GMO)
- Dates covered, if applicable: N/A
- **Description:** Grove Music Online, first launched in 2001, is a essential tool for research, teaching, and learning in musicology.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022 (minor differences marked in Appendix B)

Access Conditions: Unlimited simultaneous user systemwide access (no perpetual rights!)

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

11. ProQuest LLC

Licensed Material: Academic Complete

 Number of titles: Over 120 000 book titles, current title list for the Czech Republic available from
 http://public.ebookcentral.proguest.com/choice/Login.aspx?ss=1 (passcookcentral.proguest.com/choice/Login.aspx?ss=1 (passcookcentral.proguest.com/choice/Login.aspx.com/

http://public.ebookcentral.proquest.com/choice/Login.aspx?ss=1
be requested online at

http://public.ebookcentral.proquest.com/Choice/Signup.aspx), for ProQuest Ebooks customers within LibCentral (ProQuest Ebooks admin interface)









- Dates covered, if applicable: N/A
- Description: Academic Complete™ is a polytematic collection of professional electronic monographs produced by a number of major publishers, including university and academic publishers, as well as smaller but important publishers such as Cambridge University Press, Greenwood Press, John Wiley & Sons, S. Karger, MIT Press, Palgrave Macmillan, Routledge, Springer / Kluwer and others. Books that are usually purchased by academic libraries, including titles on Choice Magazine's Outstanding Academic Titles and Doody's, are selected. It covers the fields of economics and business, humanities, biology and physics, medicine, information technology, engineering and technology, history and political science, law, social sciences, religion and philosophy, literature and linguistics, art and pedagogy. Maps (2,100) and reference works are also included. The collection is continuously updated and expanded with new titles.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022 (minor differences marked in Appendix B)

Access Conditions: Unlimited simultaneous user systemwide access (no perpetual rights!)

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

Licensed Material: Literature Online (Core Collection)

- **Number of titles:** >350 000 works of poetry, >400 fulltext journals (http://www.proquest.com/documents/title-list-literature-online.html)
- Dates covered, if applicable: N/A
- **Description:** Literature Online provides both scholars and students with texts, criticism and search tools which open up new possibilities for academic research, teaching and undergraduate learning. Integrating over 350,000 works of poetry, prose and drama from the 8th to the 21st century with a huge library of criticism and reference material, including thousands of literary articles, essays, biographies and encyclopedia entries.

Agreement Term: 1 January 2019 - 31 December 2020 + optional 1 January 2021 - 31 December 2022 (minor differences marked in Appendix B)

Access Conditions: Unlimited simultaneous user systemwide access (no perpetual rights!)

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

Licensed Material: Music Listening & Music Reference & Scores (Volume I-IV)

Number of titles: N/A

Dates covered, if applicable: N/A









Description: The collection is composed of three parts: 1) streaming audio tracks (Listening); 2) reference works (Reference) and 3) scores of the classical canon and contemporary works (Scores): African American Music Reference, American Music, Classical Music Library, Classical Music Reference Library, Classical Scores Library (Volumes I to IV), Contemporary World Music, Jazz Music Library, Smithsonian Global Sound for Librarries, The Garland Encyclopedia of World Music.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022 (minor differences marked in Appendix B)

Access Conditions: Unlimited simultaneous user systemwide access (no perpetual rights!)

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

Licensed Material: ProQuest Central

- Number of titles: >24 000 journals total, >18 000 of them incl. fulltext
- Dates covered, if applicable: varies title by title, current title list and status available from
 http://tls.search.proquest.com/titlelist/jsp/list/tlsSingle.jsp?productId=1000025
- Description: ProQuest Central is the largest single periodical resource available, bringing together complete databases across all major subject areas, including Business, Health and Medical, Language and Literature, Social Sciences, Education, Science and Technology, as well as core titles in the Performing and Visual Arts, History, Religion, Philosophy, and includes thousands of full-text newspapers from around the world.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022 (minor differences marked in Appendix B)

Access Conditions: Unlimited simultaneous user systemwide access (no perpetual rights!)

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

Licensed Material: ProQuest Health Research Premium Collection

- Number of titles: From a total of over 5500 journal titles over 4500 titles include full-text
- **Dates covered, if applicable:** varies title by title, current title list and status available from
 - http://tls.search.proquest.com/titlelist/jsp/list/tlsSingle.jsp?productId=1000027









 Description: Collection of scientific and scientific journals, dissertations, reference materials for clinical practice, conference proceedings and other materials for the research and study of clinical medicine.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022 (minor differences marked in Appendix B)

Access Conditions: Unlimited simultaneous user systemwide access (no perpetual rights!)

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

Licensed Material: Science & Technology Ebook Subscription

- Number of titles: Over 30 000 titles, current title list for the Czech Republic available from http://public.ebookcentral.proquest.com/choice/Login.aspx?ss=1
 (passcode can be requested online at http://public.ebookcentral.proquest.com/Choice/Signup.aspx), for ProQuest Ebooks customers within LibCentral (ProQuest Ebooks admin interface)
- Dates covered, if applicable: N/A
- **Description:** Science & Technology Ebook Subscription Collection includes specialized electronic monographs focusing on biological sciences agriculture and forestry, environmental science and conservation, anatomy and physiology, genetics and genomics, biotechnology, botany, marine biology and zoology. Further titles in the field of information technology especially programming, telecommunications, security, etc. There are also publications for engineering disciplines of various directions, climate, aviation and astronautics, earth science, mechanics, meteorology, mathematics, materials science, safety, electronics, probability and statistics, includes astronomy, chemistry, quantum theory, communication and writing rules, and so on.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022 (minor differences marked in Appendix B)

Access Conditions: Unlimited simultaneous user systemwide access (no perpetual rights!)

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

12. Royal Society of Chemistry

Licensed Material: RSC Gold collection (without archive)

Description: Royal Society of Chemistry's RSC Gold offers access to the collection of online journals, plus literature updating services and an eBook series in one package.









Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022

Access Conditions: Unlimited simultaneous access

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

13. Sage Publications

Licensed Material: SAGE Humanities and Social Science (HSS) Package

- Number of titles: 697, see
 https://uk.sagepub.com/sites/default/files/sjcoll_2018_hss_11-17-17.xlsx (fixed collection as it is for 2018, no new titles will be added for 2019 etc.)
- Dates covered, if applicable: Dates covered, if applicable: during the subscription period, the eligible participating institutions will also get complimentary access to all articles published after 1/1/1999 for the relevant content subscribed to by an institution. This will be lost on cancellation. Continued access will be offered for the material for the subscribed years only.
- Description: Collection of SAGE's prestigious and highly cited journals in HSS. The
 platform provides users with dramatically enhanced features and functionality,
 including flexible searching and browsing capabilities, and customizable alerting
 services. Responsive design allowing a seamless multi-device experience. Clear
 PDF download options and article metrics powered by Altmetric.com.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022

Access Conditions: Unlimited simultaneous access

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

Licensed Material: SAGE Science, Technology and Medicine (STM) Package

- Number of titles: 449, see
 https://us.sagepub.com/sites/default/files/sjcoll_2018_stm_12-22-17.xlsx (fixed collection as it is for 2018, no new titles will be added for 2019 etc.)
- Dates covered, if applicable: Dates covered, if applicable: during the subscription period, the eligible participating institutions will also get complimentary access to all articles published after 1/1/1999 for the relevant content subscribed to by an institution. This will be lost on cancellation. Continued access will be offered for the material for the subscribed years only.









Description: Collection of SAGE's prestigious and highly cited journals in STM.
 The platform provides users with dramatically enhanced features and functionality, including flexible searching and browsing capabilities, and customizable alerting services. Responsive design allowing a seamless multidevice experience. Clear PDF download options and article metrics powered by Altmetric.com.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022

Access Conditions: Unlimited simultaneous access

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

Licensed Material: SAGE Psychology Package

- Number of titles: 89, see
 https://us.sagepub.com/sites/default/files/sjcoll_2018_psychology_11-17-17.xlsx
 (fixed collection as it is for 2018, no new titles will be added for 2019 etc.)
- Dates covered, if applicable: Dates covered, if applicable: during the subscription period, the eligible participating institutions will also get complimentary access to all articles published after 1/1/1999 for the relevant content subscribed to by an institution. This will be lost on cancellation. Continued access will be offered for the material for the subscribed years only.
- Description: Collection of 89 peer-reviewed journals published by SAGE in the field of psychology. The platform provides users with dramatically enhanced features and functionality, including flexible searching and browsing capabilities, and customizable alerting services. Responsive design allowing a seamless multidevice experience. Clear PDF download options and article metrics powered by Altmetric.com.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022

Access Conditions: Unlimited simultaneous access

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

14. Thieme Publishing Group

Licensed Material: Thieme E-Book Library

• Number of titles: 91 or 117 - including older editions (as of 15 February 2018)

Dates covered, if applicable: Various









• **Description:** Collection of illustrated full-color downloadable textbooks from Thieme's renowned Color Atlases and Flexibook series. It is exclusively available by institutional subscription on Thieme's platform.

Agreement Term: Effective date - 31 December 2020 + optional 1 January 2021 - 31 December 2022

Access Conditions: Unlimited simultaneous access systemwide access (no perpetual rights!)

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





Appendix B: Participating Institutions & Fees

This Appendix contains business secrets pursuant to the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, not disclosed in the register of contracts in accordance with provisions of Section 3, Paragraph 1 of Act No. 340/2015 Coll.

1. Association for Computing Machinery (ACM)

Licensed Material: ACM Digital Library

Participating Institutions	2018	2019	2020	2021	2022
Czech Technical University in Prague					
Masaryk University					
National Library of Technology					
University of Hradec Kralove					
Charles University					
Institute of Computer Science of the CAS					
VŠB - Technical University of Ostrava					
University of Economics, Prague					
Brno University of Technology					
University of West Bohemia					
Total (excl. VAT)					
Grand Total (excl. VAT)					

2. American Physical Society (APS)

Licensed Material: APS-ALL

Participating Institutions	2018	2019	2020	2021	2022
Institute of Physics of the CAS					
Charles University					
Czech Technical University in Prague					
Nuclear Physics Institute of the CAS					
Masaryk University					
VŠB - Technical University of Ostrava					
Silesian University					
National Library of Technology					
Brno University of Technology					
Total (excl. VAT)					
Grand Total (excl. VAT)					

The SCOAP3 offset was applied to the price of annual subscription for 2018 and 2019.

If the Publisher enters the agreement with the SCOAP3 initiative in any of the years 2020-2022, then the applicable SCOAP3 offset must be applied to the gross price of the annual subscription for such years. Publisher will accept net price payment from Licensor. Licensor is obliged to notify Licensee with updated prices not later than by 31st January of the then current year.

3. <u>BioOne</u>

Licensed Material: BioOne Complete

Participating Institutions	2018	2019	2020	2021	2022
Biology Centre of the CAS					
Institute of Botany of the CAS					
Czech University of Life Sciences					
University of South Bohemia in České Budějovice					
University of Ostrava					
Charles University					
Palacky University Olomouc					
Institute of Vertebrate Biology of the CAS					
Total (excl. VAT)					
Grand Total (excl. VAT)					

4. Cambridge University Press

Licensed Material: Full Collection

Participating Institutions	2018	2019	2020	2021	2022	
						For 2018 upgrade from HSS to Full; for 2018
						and 2019 the price of Mathematical
Masaryk University						Structures in Computer Science deducted
Library of the Czech Academy of Sciences						
						For 2018 SSH and STM colelctions paid from
						other grants; for 2019 upgrade from STM to
Jan Evangelista Purkyně University						Full
Total (excl. VAT)						
Grand total (excl. VAT)						

Licensed Material: STM Collection

Participating Institutions	2018	2019	2020	2021	2022
Institute of Mathematics of the CAS					
National Library of Technology					
Institute of Computer Science of the CAS					
Total (excl. VAT)					
Grand total (excl. VAT)					

Licensed Material: HSS Collection

Participating Institutions	2018	2019	2020	2021	2022
National Museum					
Total (excl. VAT)					
Grand total (excl. VAT)					

5. <u>CEEOL</u>

Licensed Material: Central and Eastern European Online Library

Participating Institutions	2018	2019	2020	2021	2022
Masaryk University					
National Library of the Czech Republic					
Palacký University Olomouc					
Total (excl. VAT)					
Grand Total (excl. VAT)					

6. GeoScienceWorld

Licensed Material: GeoScienceWorld Millennium Collection

Participating Institutions	2018	2019	2020	2021	2022
Czech Geological Survey					
Institute of Geology of the CAS					
Charles University					
Total (excl. VAT)					
Grand Total (excl. VAT)					

7. Institute of Physics Publishing

Licensed Material: IOPscience extra

Participating Institutions	2018	2019	2020	2021	2022
Charles University					
Astronomical Institute of the CAS					
Institute of Atmospheric Physics of the CAS					
Institute of Organic Chemistry and Biochemistry of the CAS					
Institute of Physics of the CAS					
Institute of Plasma Physics of the CAS					
Institute of Scientific Instruments of the CAS					
Institute of Thermomechanics of the CAS					
Nuclear Physics Institute of the CAS					
National Library of Technology					
Czech Technical University in Prague					
Institute of Photonics and Electronics of the CAS					
Pardubice University					
University of Chemistry and Technology					
Silesian University					
Masaryk University					
Brno University of Technology					
Palacký University Olomouc					
Jan Evangelista Purkyně University					
Total (excl. VAT)					
Grand Total (excl. VAT)					

Add-on Products and Negotiated Discounts: Deeply Discounted Print (DDP) Titles:

Print subscriptions shall be optionally available to Participating Institution's at the following rates:

• Subscribed Titles: 15% of the list price

• Unsubscribed Titles: list price

8. <u>OECD</u>

Licensed Material: OECDiLibrary

Participating Institutions	2018	2019	2020	2021	2022
Masaryk University					
Mendel University					
Silesian University					
Charles University					
VŠB - Technical University of Ostrava					
University of West Bohemia					
Total (excl. VAT)					
Grand Total (excl. VAT)					

9. Ovid Technologies GmbH

Licensed Material: Evidence-Based Medicine Reviews

Participating Institutions	2018	2019	2020	2021	2022	Remarks
University Hospital Hradec Králové						1)
National Medical Library						2)
Charles University						3)
Palacký University Olomouc						1)
Total (excl. VAT)						
Grand total (excl. VAT)						_

Remarks:

1) License level: 1 concurrent user per institution

2) License level: 2 concurrent users per institution

3) License level: 5 concurrent users per institution

Licensed Material: GEOREF

Participating Institutions	2018	2019	2020	2021	2022	Remarks
Czech geological survey						1)
Institute of Geology of the CAS						1)
Charles University						
Total (excl. VAT)						
Grand total (excl. VAT)						

Site licence

Remarks:

1) access only from workplaces within the city of Prague

Licensed Material: Medline on Ovid

Medline on Ovid (site licence) is provided FREE OF CHARGE to any institution that has at least one paid Ovid subscription (e-magazine, e-book, database)

Participating Institutions eligible for Medline on Ovid for free as per status in 2018:
University Hospital Hradec Králové
St. Anne's University Hospital Brno (2018-2019 only)
National Medical Library
Palacký University Olomouc

	2018	2019	2020	2021	2022
Institution without a current paid Ovid subscription (site licence)					

St. Anne's University Hospital Brno	
University Hospital Brno	
Total (excl. VAT)	
Grand total (excl. VAT)	

Total for Ovid	2018	2019	2020	2021	2022
Total (excl. VAT)					
Grand total (excl. VAT)					

10. Oxford University Press

Licensed Material: Oxford English Dictionary

Participating Institutions	2018	2019	2020	2021	2022	
Masaryk University						
						In 2018 only November and
Palacký University Olomouc						December
National Library of Technology						
						In 2018 only October, November
Charles University						and December
Total (excl. VAT)						
Grand total (excl. VAT)						

Licensed Material: Oxford Music Online

Participating Institutions	2018	2019	2020	2021	2022	
University of Ostrava						1 concurrent user
Palacký University Olomouc						unlimited
Hradec Králové City Library						unlimited
Moravian Library in Brno						unlimited
National Library of the Czech Republic						unlimited
Municipal Library of Prague						unlimited
Masaryk University						6 concurrent users
Janacek Academy of Musical Arts in Brno						unlimited
Total (excl. VAT)						
Grand total (excl. VAT)						

Licensed Material: Oxford Journals Full Collection

Participating Institutions	2018	2019	2020	2021	2022
Charles University					
Library of the Czech Academy of Sciences					
Total (excl. VAT)					
Grand total (excl. VAT)					

Licensed Material: Oxford Journals STM Collection

Participating Institutions	2018	2019	2020	2021	2022	
						For 2018 and 2019 STM
						collection paid from another
Palacký University Olomouc						grant
South-Bohemian University Ceske Budejovice						
Institute of Computer Science of the CAS						
National Library of Technology						
Institute of Physiology of the CAS						
Total (excl. VAT)						
Grand total (excl. VAT)						

Licensed Material: Oxford Journals HSS Collection

Participating Institutions	2018	2019	2020	2021	2022	
Masaryk University						For 2018 HSS collection paid from another grant
Jan Evangelista Purkyně University						For 2018 HSS collection paid from another grant
National Museum						
Total (excl. VAT)						
Grand total (excl. VAT)						

Licensed Material: Oxford Journals Life Sciences Collection

Participating Institutions	2018	2019	2020	2021	2022
University of Chemistry and Technology					
Total (excl. VAT)					
Grand total (excl. VAT)					
Total for Oxford University Press	2018	2019	2020	2021	2022
Total (excl. VAT)					
Grand total (excl. VAT)					

11. ProQuest LLC

Licensed Material: Academic Complete

Participating Institutions	2018	2019	2020	2021	2022	Remarks
Czech University of Life Sciences						
Library of the Czech Academy of Sciences						from 1/1/2019, 1)
Mendel University in Brno						
National Library of the Czech Republic						from 1/1/2019
National Library of Technology						
University of Economics, Prague						
Total (excl. VAT)						
Grand total (excl. VAT)						

¹⁾ price for this institution includes German Collection

Licensed Material: Literature Online

Participating Institutions	2018	2019	2020	2021	2022
University of South Bohemia in České Budějovice					
Masaryk University					
National Library of the Czech Republic					
University of Hradec Kralove					
Charles University					
Palacký University Olomouc					
Total (excl. VAT)					
Grand total (excl. VAT)					

Licensed Material: Music Listening & Music Reference & Scores (Volume I-IV)

Participating Institutions	2018	2019	2020	2021	2022
Municipal Library of Prague					
National Library of the Czech Republic					
Palacky University Olomouc					
Janacek Academy of Music and Performing Arts Brno					
Total (excl. VAT)					
Grand total (excl. VAT)					

Licensed Material: ProQuest Central

Participating Institutions	2018	2019	2020	2021	2022	Remarks
University Hospital Ostrava						
St. Anne's University Hospital Brno						
University of South Bohemia in České Budějovice						
Library of the Czech Academy of Sciences						1)
Masaryk University						1)
Mendel University in Brno						1)
Moravian Library in Brno						
Moravian-Silesian Research Library in Ostrava, contributory organization						
National Medical Library						
National Library of Technology						
University of Ostrava						
Technical University of Liberec						1)
Jan Amos Komenský University Prague						2)
Jan Evangelista Purkyně University						1)
Palacký University Olomouc						1)
Tomas Bata University in Zlín						1)
VŠB - Technical University of Ostrava						
University of Economics, Prague						
University of Finance and Administration						
Brno University of Technology						1)
University of West Bohemia						
Total (excl. VAT)						
Grand total (excl. VAT)						

1) price reflects upgrade from ProQuest STM Package to ProQuest Central in 2018-19 and full ProQuest Central from 2020

2) 2018 price for this site reflects current subscription expiring on July 31, 2018

Licensed Material: ProQuest Health Research Premium Collection

Participating Institutions	2018	2019	2020	2021	2022
University Hospital Brno					
Total (excl. VAT)					
Grand total (excl. VAT)					

Licensed Material: Science & Technology Ebook Subscription

Participating Institutions	2018	2019	2020	2021	2022
Czech Technical University in Prague					
Total (excl. VAT)					
Grand total (excl. VAT)					
Total for ProQuest (USD)	2018	2019	2020	2021	2022
Total (excl. VAT)					
Grand total (excl. VAT)					
Total for ProQuest (GBP)	2018	2019	2020	2021	2022
Total (excl. VAT)					
Grand total (excl. VAT)					

12. Sage Publications

Licensed Material: HSS Package

Participating Institutions	2018	2019	2020	2021	2022	
						Including value of Journal of
Institute of Sociology of the CAS						Career Assessment (online)
						For 2018 HSS collection paid
University of Hradec Kralove						from another grant
						For 2018 HSS collection paid
Jan Evangelista Purkyně University						from another grant
						Including value of American
						Sociological Review (print); For
						2018 HSS collection paid from
University of West Bohemia						another grant
Total (excl. VAT)						
Grand total (excl. VAT)						

Licensed Material: STM Package

Participating Institutions	2018	2019	2020	2021	2022
Czech Technical University in Prague					
University Hospital Ostrava					
Technical University of Liberec					
Brno University of Technology					
Total (excl. VAT)					
Grand total (excl. VAT)					

Licensed Material: Psychology Package

Participating Institutions	2018	2019	2020	2021	2022
Library of the Czech Academy of Sciences					
Institute of Psychology of the CAS					
Total (excl. VAT)					
Grand total (excl. VAT)					

SAGE journal holdings

Participating Institutions	Holdings to be maintained during the term of CzechELib
	AMERICAN SOCIOLOGICAL REVIEW (print)
	CONTEMPORARY SOCIOLOGY (print)
	CURRENT SOCIOLOGY (print)
	EUROPEAN JOURNAL OF WOMENS STUDIES (print)
	GENDER & SOCIETY (print)
	ORGANIZATION (online or print)
	SOCIAL COMPASS (print)
	SOCIOLOGICAL METHODOLOGY (print)
	SOCIOLOGICAL METHODS & RESEARCH (print)
	SOCIOLOGY & CULTURAL SOCIOLOGY PACKAGE (print)
Institute of Sociology of the CAS	
University of Hradec Kralove	Latin American Perspectives (print)
Jan Evangelista Purkyně University	Language teaching research (print)
	Otolaryngology-Head and Neck Surgery (print)
University Hospital Ostrava	International Journal of Stroke (print);
Technical University of Liberec	Textile Research Journal (print)

13. The Royal Society of Chemistry

Licensed Material: RSC Gold collection (without archive)

Participating Institutions	2018	2019	2020	2021	2022
Masaryk University					
Mendel University					
Charles University					
Pardubice University					
Institute of Analytical chemistry of the CAS					
Institute of Inorganic Chemistry of the CAS					
J. Heyrovsky Institute of Physical Chemistry of the CAS					
Institute of Macromolecular Chemistry of the CAS					
Institute of Organic Chemistry and Biochemistry of the CAS					
University of Chemistry and Technology					
Brno University of Technology					
Palacky University					
Total (excl. VAT)					
Grand Total (excl. VAT)					

14. Thieme Publishing Group

Licensed Material: Thieme E-Book Library

Participating Institutions	2018	2019	2020	2021	2022
Charles University					
National Medical Library					
Masaryk University					
Palacký University Olomouc					
Total (excl. VAT)					
Grand Total (excl. VAT)					

Note: Subscription only, there will be no perpetual access after cancellation.

Currency summary

Total for all publishers charged in EUR	2018	2019	2020	2021	2022			
Total (excl. VAT)	€ 152 316	€ 157 623	€ 178 074	€ 184 231	€ 190 624			
Grand total (excl. VAT)	€ 862 868							

Total for all publishers charged in USD	2018	2019	2020	2021	2022			
Total (excl. VAT)	\$634 802	\$718 647	\$1 134 176	\$1 189 321	\$1 246 438			
Grand total (excl. VAT)	\$4 923 384							

Total for all publishers charged in GBP	2018	2019	2020	2021	2022
Total (excl. VAT)	£563 423	£855 450	£989 279	£1 040 249	£1 094 004
Grand total (excl. VAT)	£4 542 405				

"CAS" sheet - IP addresses of Czech Academy of Sciences

Astronomical Institute of the CAS Astronomical Institute of the CAS 147.231.106.* 147.231.107.* 147.231.108.4 147.231.108.4 147.231.108.4 147.231.108.4 147.231.108.4 147.231.108.4 147.231.108.4 147.231.108.4 147.231.108.4 147.231.108.4 147.231.108.4 147.231.250.0/24 147.231.250.0/24 147.231.251.0/24 147.231.251.0/24 147.231.253.0/24 Institute of Archeology of the CAS 81.19.3.226 31.192.72.158 213.155.254.145 90.176.58.14 88.103.119.233 147.231.64.3 147.231.206.10 Institute of Biophysics of the CAS 195.178.68.1-195.178.68.255 195.178.69.1-195.178.69.255 147.231.203.1-174.231.203.255 Institute of Biotechnology of the CAS 147.231.236.9 147.231.236.9 147.231.236.10 Institute of Botany of the CAS 147.231.236.10 Institute of Botany of the CAS	Institution	IP Ranges		
Astronomical Institute of the CAS				
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147.231.107.* 147.231.18.226 195.113.89.146 147.231.71.6* 147.231.71.6* 147.231.71.6* 147.231.71.6* 147.231.71.6* 147.231.71.6* 147.231.251.0024 147.231.251.0024 147.231.251.0024 147.231.251.0024 147.231.251.0024 147.231.251.0024 147.231.252.0024 147.231.252.0024 147.231.252.0024 147.231.252.0024 147.231.252.0024 147.231.252.0024 147.231.252.0024 147.231.252.0024 147.231.252.0024 147.231.252.0024 147.231.253.0024 147.231.253.0024 147.231.253.0024 147.231.253.0024 147.231.233 147.231.833 147.231.833 147.231.833 147.231.833 147.231.833 147.231.834 147.231.233 147.231.834 147.231.236.1 147.231.236.2 147.231.336.2				
147 231.18.226 195.113.69 146 147 231.76 * 147 231.76 * 147 231.76 * 147 231.76 * 147 231.76 * 147 231.25 0.024 147 231.25 0.024 147 231.25 0.024 147 231.25 0.024 147 231.25 0.024 147 231.25 0.024 147 231.25 0.024 147 231.25 0.024 147 231.25 0.024 147 231.25 0.024 147 231.25 0.024 147 231.25 0.024 147 231.25 0.024 147 231.26 0.024 147 231.27 0.024 147 231.27 0.024 147 231.28 0.024 147 231.29 0.024		147.231.106.*		
195.113.69.146 147.231.76 147.231.76 147.231.76 147.231.25 10/24 147.231.25 10/24 147.231.25 17.231.25 18.19.226 18.19.3.26 18.19.3.26 18.19.3.26 18.19.3.26 18.19.3.28 18.19.3.29 18.19.3.29 18.19.3.29 18.19.3.29 18.19.3.29 18.19.3.29 18.19.3.29 18.19.3.29 18.19.3.29 18.19.3.29 18.19.3.29 18.29		147.231.107.*		
147 231.76 147 231.47 162 147 231.25 0.024 147 231.25 0.024 147 231.25 0.024 147 231.25 0.024 147 231.25 0.024 147 231.25 0.024 147 231.25 0.024 147 231.25 0.024 147 231.25 0.024 147 231.25 0.024 147 231.25 0.024 147 231.25 0.024 158 0.026 158		147.231.18.226		
147 231 47 162 Biology Centre of the CAS		195.113.69.146		
147 231 250 0.024 147 231 255 0.024 147 231 255 0.024 147 231 255 0.024 147 231 255 0.024 147 231 255 0.024 147 231 255 0.024 147 231 255 0.024 147 231 255 0.024 147 231 255 0.024 147 231 255 0.024 148 8 103 119 233 147 231 643 147 231 643 147 231 643 147 231 206 1.0 10		147.231.76.*		
147.231.251.0/24 147.231.252.0/24 147.231.252.0/24 147.231.252.0/24 147.231.252.0/24 147.231.253.0/24 147.231.253.0/24 147.231.253.0/24 147.231.253.0/24 147.231.253.0/24 147.231.260.1 147.231.206.1 147.231.306.1		147.231.47.162		
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Appendix C / CAS sheet CAS 3

Appendix D: Cards of the Licensed Materials

1. Association for Computing Machinery (ACM)

Name of the Licensed Material: ACM Digital Library

Publisher of the Licensed Material: Association for Computing Machinery (ACM)

The following clauses prevail:

Article I

4.

<u>Grant of License.</u> Licensor hereby grants to Licensee and Participating institutions a non-exclusive, non-transferable (except the following sublicenses), system-wide right limited to the territory of Czech Republic. The Licensee is entitled to grant the sublicenses to Participating Institutions. The Licensor entitles Licensee to access and use the Licensed Materials, and to provide the Licensed Materials to Authorized Users (which are defined in Section IV below) of the Participating Institutions (which are listed in the Appendix B) in accordance with the terms of this Agreement.

Article III

3.

Changes of number of Participating Institutions listed in Appendix B. In case any Participating institution shall lose its status as Participating Institution or in case any new scientific (or similar) institution shall reveal its intent to become a Participating Institution Licensor shall enter into negotiation with Licensee to amend this Agreement and to renegotiate the amount of Fees. All financial obligations for the then current year of the Agreement shall remain in force.

Article IV

3.5 - delete

3.6

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Article XII

2.

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4.

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

Article X

delete

Article XI

Add the following paragraph as paragraph 5

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

Article XV

to add as "2."

The Licensee shall indemnify and hold harmless the Licensor and Publisher for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from any third party claim related to an Authorized User's use of the Licensed Materials. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This Section XV Paragraph 2 shall survive the termination of this Agreement.

2. American Physical Society (APS)

Name of the Licensed Material: APS-ALL Online Only Package

Publisher of the Licensed Material: American Physical Society

Exceptions to the content of the Agreement:

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- 2. Clause II.1.1: Exclude "Network Access. The Licensed Materials will be stored at one or more Publisher's locations in digital form accessible by telecommunication links between such locations and authorized locations of Licensee and Participating institutions."
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- 4. Clause IV.2.2: Exclude "Publisher-Administered Authentication. Where Publisher provides alternative methods of access and authentication beyond the Licensee-administered methods described herein, e.g. by allowing users to establish a personal login from an on-campus IP address (thereby enabling access via username and password when logging in to a vendor website) or device authentication, which affiliates the device or application by use of a token, cookie, or vendor-managed proxy prefix, Licensee nor any Participating institution will be responsible or liable for claims of breach or validity of such use."
- 5. Clause IV.3: Exclude "Czech Republic copyright law".
 - o Modify as follows "United States copyright law"
- 6. Clause IV.3.1: Exclude "Display. Participating Institutions and Authorized Users shall have the right to electronically display the Licensed Materials."
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 the end of the semester in which the related course concludes."
- 11. Clause IV.3.10: Exclude "Course Reserves (Print and Electronic). Participating Institutions and Authorized Users may use a reasonable portion of the Licensed Materials for use in connection with specific courses of instruction offered by the Licensee and/or the Participating Institutions."
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 - Modify as follows "Bibliographic Citations. Participating Institutions and Authorized Users may use, with appropriate credit, figures, tables, and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly, and educational works. For the avoidance of doubt, Participating Institutions and 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 the Authorized User's individual document being part of the Licensed Materials, including within secure personal bibliographic reference/citation management systems, as long as a fee is not charged for access to the institutional repository."
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 - Replace with: "The Publisher will use commercially reasonable efforts to ensure that the online version of the journal corresponds in content with the print version. In the event of any discrepancy between the print and online versions, the online version will be the official version of record."
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with this policy."

- Modify as follows "In the event that the Czech Republic or European Union implements an Open Access policy during the term of this Agreement, the parties will, at the request of the Licensee, make best efforts to renegotiate the terms of this Agreement in accordance with this policy."
- 23. Clause XI.1: Exclude "In the event of such termination the Licensee and Participating Institutions shall maintain its perpetual right (where applicable) to materials licensed under the subscription periods for which it has fully paid, subject to Section XII."
- 24. Clause XI.3: Exclude "In addition, authorized copies of Licensed Materials made by Authorized Users may be retained for educational purposes and used subject to the terms of this Agreement."
 - Modify as follows "Once this Agreement ends, by early termination or otherwise, the Licensor may terminate access to the Licensed Materials by Licensee, Participating Institutions and Authorized users, subject to Section XII, below."
- 25. Clause XII.1: Exclude "Perpetual License." Notwithstanding anything else in the Agreement, Licensor grants to Licensee and Participating Institutions a nonexclusive, royalty-free, system-wide perpetual license limited to the territory of 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, which provisions shall survive any termination of this Agreement. The means by which 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 Licensor's means of access is not available, the Licensee and/or 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 its perpetual use rights."
- 26. Clause XII.2: Exclude "Licensor shall provide to Licensee upon request, or Licensee may create, one (1) copy of the entire set of Licensed Materials to be maintained as an archival copy. The archival copy from 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."
 - Modify as follows "The Licensed Materials are produced by the Publisher as a PDF collection and may be purchased separately. The files for archival purposes are distributed on CD-ROMs and be mounted on the Licensee's local server. The use of these Licensed Materials remains subject to the terms and conditions of this License."

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 - Modify as follows "In the event the Licensor discontinues or suspends selling or licensing the Licensed Materials, the Licensee and Participating Institutions may use such Licensed Materials under the same terms and conditions as defined by this Agreement."
- 28. Clause XII.4: Exclude "Third Party Archiving Services. Licensor and Licensee acknowledge that either party may engage the services of third-party trusted archives and/or participate in collaborative archiving endeavors to exercise Licensee's rights under this section of the Agreement. Licensor agrees to cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Materials available for archiving purposes. Participating Institutions may perpetually use a third-party trusted system or collaborative archive to access or store the Licensed Materials, so long as Participating Institutions' use is under the same terms as this Agreement."
 - Modify as follows "The Publisher will use reasonable efforts to maintain an archive of its entire electronic journal content. In particular, the Publisher maintains three complete and continuously updated mirror sites for all of its content from the present back to 1893, distributed widely across the United States, and also deposits the full Publisher content with Portico."
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 - Modify as follows "<u>Accessibility Requirements.</u> Publisher warrants that the Licensed Materials comply with Publisher's country of origin laws and regulations, and will make reasonable efforts to conform to the accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.0. Publisher shall make reasonable effort

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to promptly respond to and resolve any complaint regarding accessibility of Licensed Materials."

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Add the following:

Clause XV.2: The Licensee shall indemnify and hold harmless the Licensor and Publisher for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from any third party claim related to an Authorized User's unauthorized use of the Licensed Materials. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This Section XV Paragraph 2 shall survive the termination of this Agreement.

- 32. Clause XVII.1: Delete "This Agreement 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, excluding any such laws that might direct the application of the laws of another jurisdiction."
- 33. Clause XVIII.2: Delete "The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in Prague, Czech Republic."

New provisions applicable between the parties with the regard to the APS-ALL Online Only Package:

Licensor shall have no power or authority to execute a License Agreement on behalf of the Publisher with regards to the terms and conditions of use of the APS-ALL Online Only Package. The terms and conditions of use include, but are not limited to, the items listed below and shall be vetted and executed by the Publisher.

Access Conditions of Online Content Open Access/APCs Perpetual Access/Archiving Metadata United States Copyright Law

IP Authentication/Authentication Protocols

3. BioOne

Name of the Licensed Material: BioOne Complete Collection

Publisher of the Licensed Material: BioOne

Exceptions to the content of the Agreement:

A) The contracting parties explicitly exclude the application of the following provisions of the Agreement with the regard to the *BioOne Complete Collection*:

IV.3.5, IV.3.6, VII.14, VII.20, XII.2

- B) New provisions applicable between the parties with the regard to the BioOne Complete Collection -
- IV.3.5 Perpetual access is delivered, at no additional cost via the platform and archiving/backup is provided through Portico and LOCKSSIV.3.6 Licensee, the Participating Institutions and Authorized Users may make local digital copies of the Licensed Materials in order to ensure efficient use by Authorized Users by appropriate browser or other software. For the avoidance of doubt, the cached copy is not a derivative work. Caching is limited to 200 downloads
- VII. 20. If any such withdrawal renders the Licensed Materials less useful to Licensee (this means more than 15% of the content), the Participating Institutions or their Authorized Users, Licensor shall reimburse Licensee for the withdrawal in an amount proportional to the total Fees owed by Licensee for the Licensed Materials under this Agreement. If any such withdrawal renders the Licensed Materials substantially less useful to Licensee, the Participating Institutions or their Authorized Users, Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions in Section XI, below.

XII.2 BioOne perpetual access is delivered at no additional cost via the platform and archiving/backup is provided through Portico and LOCKSS.

4. Cambridge University Press

Name of the Licensed Material:

- Cambridge Journals Online STM Collection
- Cambridge Journals Online HSS Collection
- Cambridge Journals Online Full Collection

Publisher of the Licensed Material: Cambridge University Press

Exceptions to the content of the Agreement:

A) The contracting parties explicitly exclude the application of the following provisions of the Agreement with the regard to Cambridge Journals Online - STM Collection, Cambridge Journals Online - HSS Collection and Cambridge Journals Online - Full: Collection:

IV. 3.5, IV. 3.6

B) New or revised provisions applicable between the parties with the regard to Cambridge Journals Online - STM Collection, Cambridge Journals Online - HSS Collection and Cambridge Journals Online - Full:

Section IV:

The contracting parties have agreed to make the following change:

3. <u>Authorized Uses</u>. Participating Institutions and Authorized Users may make all use of the Licensed Materials as is consistent with English copyright law and with these licensing conditions. In addition, the Licensed Materials may be used for purposes of research, education or other non-commercial use as follows:

3.7 Classroom Use

The contracting parties have agreed to change the first sentence as follows: Participating Institutions may distribute single copies of individual articles or items of the Licensed Materials in print or electronic form to Authorized Users.

3.13 Text and Data Mining

The contracting parties have agreed to change the first sentence as follows: Authorized Users may use the Licensed Materials to perform and engage in text and/or data mining activities for non-commercial 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.

The contracting parties have agreed to remove the next sentence (starting with Licensor will, upon receipt...).

Section V:

The contracting parties have agreed to add the following clause:

- 5. Licensee, the Participating Institutions, or Authorized Users shall not systematically make printed or electronic copies of the Licensed Materials, or create a database in electronic form by downloading any content from the Licensed Materials.
- 6. Except in the course of exercising rights specifically granted in this Agreement, or permitted under any applicable Creative Commons License, Licensee, Participating Institutions and Authorized Users may not:
- 6.1. systematically make printed or electronic copies of any of the Licensed Materials;
- 6.2. permit access to the Licensed Materials to anyone who is not an Authorized User;
- 6.3. display or distribute any part of the Licensed Materials on any electronic network (including without limitation the internet and the world wide web) other than the Secure Network;
- 6.4. create a database in electronic or structured manual form by downloading and storing any content from the Licensed Materials;
- 6.5. attempt to interfere with the proper workings of any online provision of the Licensed Materials including attempting to circumvent security, tamper with, hack into or otherwise disrupt or compromise the functionality or availability of the Network, or other internet connected device used as part of the IT system which enables access to the Licensed Materials;
- 6.6. either individually or collectively download Licensed Materials at a rate which exceeds 500 pdfs per hour;
- 6.7. use any automated retrieval devices (such as web robots, wanderers, crawlers, spiders or similar devices) save that this is not intended to prevent Licensee from using a federated search engine or discoverability service as part of its library information services; nor
- 6.8. otherwise download, store, reproduce, transmit, display, print, copy, distribute, extract exploit or use the Licensed Materials.
- 7. Licensor reserves the right to withdraw access to the Products in the event of a download rate in excess of the limit in section V(6.6). The withdrawal of access in such circumstances is generated by an automatic abuse detection process. Upon activation of the process, emails including details of the actual download rate detected will be sent to Licensor's administrator to request an investigation. Licensor shall restore access to the Licensed Materials immediately after being notified by the Licensee that the issue has been resolved..

Section VII:

The contracting parties have agreed to change the clauses as follows:

4. <u>Availability of Licensed Materials</u>. Upon the Effective Date of this Agreement, Licensor will make the Licensed Materials available to the Participating Institutions and Authorized Users.

- 5. <u>Discovery of Licensed Materials.</u> Licensor shall make reasonable effort to make ensure Publisher/s the Licensed Materials available through Participating Institutions' Discovery Service System(s) for indexing and discovery purposes. Licensor shall make reasonable efforts to provide to 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 Licensee, Participating Institutions and Authorized Users. Discovery Service Systems are defined as user interface and search systems for discovering and displaying content from local, database and web-based sources.
- 20. If any such withdrawal renders the Licensed Materials less useful to Participating Institutions or their Authorized Users, Licensor shall:
- 20.1 For Licensed Materials purchased on a perpetual access basis, provide a copy of the relevant withdrawn Licensed Materials in pdf format (or such other electronic format as Licensor in its sole discretion determines); otherwise
- 20.2 Licensor may in its sole discretion either offer broadly equivalent replacement materials or a credit in respect of the unexpired portion of the Fees in relation to the withdrawn Licensed Material (or part thereof). The provision of a pdf copy, replacement or credit (as applicable) shall discharge Licensor's responsibilities to Licensee in respect of the withdrawn Licensed Materials.
- 26. Use of Digital Watermarking Technology. In the event that Publisher utilizes any type of watermarking technology for any element of the Licensed Materials, Licensor shall use reasonable efforts to ensure that Publisher agrees that watermarks will not reduce readability of content and will not degrade image quality. If new digital watermarking technology is implemented, these watermarks shall not contain user-related information, including but not limited to an account number, and usernames. If digital watermarking technology is implemented, Licensor will notify Licensee at least thirty (30) days in advance of implementation, and Licensor will provide the technical specifications for the 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 the termination provisions of this Agreement in Section XI, below.

Please change point 28 as follows:

28. <u>Branding</u>. If reasonably possible, Licensor is obliged to make reasonable efforts to ensure that the Publisher will provide Licensee and the Participating Institutions the option to brand the Publisher's Platform with the name of the Licensee and/or Participating Institutions Sites at Licensee's discretion.

Section VIII:

The contracting parties have agreed to change the clause as follows:

4. The Licensee undertakes to ensure and guarantee that Participating Institutions shall enter into a written agreement to comply with the terms of this Agreement, and use the Licensed Materials in accordance with the license terms set out in this Agreement and observe their duties set out in

this Agreement. The Licensee undertakes to ensure that the Participating Institutions shall secure following the license terms by the end/Authorized Users.

Section XI:

The contracting parties have agreed to replace this clause as follows:

- 3. Upon termination of this Agreement by Licensor under section XI(2), Licensee shall ensure that:
- 3.1. Participating Institution and Authorized Users' rights to access and use the Licensed Materials shall immediately terminate.
- 3.2. Participating Institutions and Authorized Users shall immediately cease using any passwords, or other Authorized User identification to access the Licensed Materials;
- 3.3. Licensor shall not be required to refund any Fees. Any copies of the Licensed Materials, except of perpetual access materials shall be deleted from Licensee's records and storage media.

Section XII:

The contracting parties have agreed to change this section as follows:

Note: This article 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.

- 1. <u>Perpetual License.</u> Notwithstanding anything else in the Agreement, Licensor grants to Licensee and Participating Institutions a nonexclusive, royalty-free, system-wide perpetual license limited to the territory of 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, which provisions shall survive any termination of this Agreement. The means by which 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.
- 2. In the event the Licensor discontinues or suspends selling or licensing the Licensed Materials, Participating Institutions may use such archived Licensed Materials under the same terms as defined by this Agreement.
- 3. <u>Third Party Archiving Services.</u> Licensor and Licensee acknowledge that the Licensor may engage the services of third-party trusted archives and/or participate in collaborative archiving endeavors to exercise Licensee's rights under this section of the Agreement. Licensor agrees to cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Materials available for archiving purposes.
- 4. In the event the Licensor discontinues or changes the terms of its participation in a third-party archiving service, the Licensor 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.

Section XIII:

The contracting parties have agreed to change this clause as follows:

<u>Accessibility Requirements.</u> Licensor warrants that the Licensed Materials comply with Publishers country of origin laws and regulations, and conform to the accessibility requirements of <u>Web Accessibility Initiative</u>, <u>Web Content Accessibility Guidelines (WCAG) 2.0 at level AA</u> or Rules of accessible web creation^[1] based on Czech Republic Act. 365/2000 Coll. and Act. 81/2006 Coll. Licensor agrees to promptly respond to and make reasonable efforts to resolve any complaint regarding accessibility of Licensed Materials.^[2]

5. CEEOL

Name of the Licensed Material: Central and Eastern European Online Library (CEEOL)

Database owner and operator of the Licensed Material: CEEOL GmbH

Exceptions to the content of the Agreement:

A) The contracting parties explicitly exclude the application of the following provisions of the Agreement with the regard to the CEEOL

1.4, IV.3.5, IV.3.6, IV. 3.13, VII.14, XI.1, XI.3, XII.1, XII.2, XVII.1

- B) New provisions applicable between the parties with the regard to the CEEOL
- <u>I.4 Grant of License.</u> Licensor hereby grants to Licensee and Participating institutions a non-exclusive, non-transferable access right. The Licensee is entitled to grant the sublicenses to Participating Institutions. The Licensor entitles Licensee to access and use the Licensed Materials, and to provide the Licensed Materials to Authorized Users (which are defined in Section IV below) of the Licensee and of the Participating Institutions (which are listed in the Appendix B) in accordance with the terms of this Agreement.
- IV.3.5 Archival/Backup Copy. 90 days after the expiration the subscription term, CEEOL will provide the Subscriber, upon request, an archival (non-searchable) file in a mutually-acceptable format, containing the current year/s content of journal issues subscribed to during the subscription term.
- XI.1. Early Termination for Financial Hardship. The Licensee may terminate this Agreement without penalty if sufficient content acquisitions funds are not allocated to enable the Licensee, in the exercise of its reasonable administrative discretion, to continue this Agreement. In the event of such financial circumstances, Licensee will notify Licensor of the intent to terminate the Agreement as soon as is reasonably possible, but in any case, no less than thirty (30) days prior to next payment date, and

^[1] http://www.pravidla-pristupnosti.cz

^[2] http://www.w3.org/WAI/guid-tech.html

this transaction shall terminate on the last day of the subscription period for which payment has been made 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 the Licensee and Participating Institutions shall maintain its perpetual right to the current year/s content of journal issues subscribed to during the subscription term.

XI.3. Termination of access. Once this Agreement ends, by early termination or otherwise, the Licensor may terminate access to the Licensed Materials by Licensee, Participating Institutions and Authorized users, subject to Section XII, below.

XII.1. Perpetual License. Notwithstanding anything else in the Agreement, Licensor grants to Licensee and Participating Institutions a nonexclusive perpetual license to use current years Licensed Materials that were subscribed to during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which 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 Licensor's means of access is not available, the Licensee may provide substantially equivalent access to the Licensed Materials by engaging the services of an appropriate European third-party institution and/or participating in collaborative archiving endeavors to exercise its perpetual use rights. In terms of Content Participating Institutions shall maintain its perpetual right to the current year/s content of journal issues subscribed to during the subscription term.

XII.2 Archival Copy. Licensor shall provide to Licensee upon request, or Licensee may create, one (1) copy containing the current year/s content of journal issues subscribed to during the subscription term. The archival copy from the Licensor 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.

XVIII.2 If the dispute is not resolved within thirty (30) calendar days of the meeting among the parties' executives, either party may pursue a legal action in court. During such court action, the parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute.

6. GeoScienceWorld

Name of the Licensed Material: GeoScienceWorld

Publisher of the Licensed Material: GeoScienceWorld as aggregator

Exceptions to the content of the Agreement:

A) The contracting parties explicitly exclude the application of the following provisions of the Agreement with the regard to the *GeoScienceWorld*

IV.3.5, IV.3.11, IV.3.13, IV.4, VII.5, VII.9, VII.12, VII.14 - 18, VII.20 - 21, VII.27, VII.29, XI.4, XII.1, XII.2, XVIII.2

- B) New provisions applicable between the parties with the regard to the GeoScienceWorld
- IV.3.5. Archival/Backup Copy. Licensor shall provide to Licensee upon request and for a fee to be quoted and agreed upon, one (1) copy of the entire set of Licensed Materials to be maintained as a backup copy. In the event that the Agreement is terminated, or the Licensor no longer offers the Licensed Materials online, Licensee and Participating Institutions may use the backup copy to exercise their rights under section XII, Perpetual Rights, of this Agreement.
- IV.3.11. Electronic Links. Participating Institutions and Authorized Users may provide hyperlinks from the Licensee's, the Participating Institutions' and Authorized Users' web page(s) or web site(s) to individual units of content within the Licensed Materials, as long as access is not granted through these links to unauthorized users.

IV.3.13 GeoScienceWorld Policy on Text and Data Mining

No explicit text and data mining facilitation service is available at this time. Customers retain the right to crawl the website and download the HTML and PDF of the articles and books within the standard crawling limits of GSW's platform vendor to enhance services, to encourage scholarship, teaching and learning and to conduct research by the Consortium Leader, Subscribers, and Authorized Users. If this activity triggers abuse monitoring levels, the access will be automatically cut off. Crawl thresholds will trigger auto-shutdown if greater than 1,000 pages per hour. The crawler can only access HTML and PDF and GSW has no obligation with regards to crawler updates based on changes to HTML encoding. For any content that is extracted, cited, or re-used for research purposes, all uses are to be non-commercial. It is not permissible for content under license to be monetized or productized by the Subscriber, User, or any third party or agent without explicit written permission. U.S. Copyright laws and policies apply. Referenced content accessed by text and data mining should be cited in any/all instances with links provided to the source location. Mining of GeoRef A&I data is expressly prohibited by agreement with the copyright holder of the GeoRef content, the American Geosciences Institute. GSW will not be legally or financially liable for inappropriate use of content accessed via text and data mining.

- IV.4. No Diminution of Rights. Nothing in this Agreement, including but not limited to Authorized Uses, shall be interpreted to diminish the rights and privileges of Participating Institutions or Authorized Users with respect to any of the Licensed Materials, including exceptions or limitations to the exclusive rights of copyright owners.
- VII.5. Discovery of Licensed Materials. Licensor shall make reasonable effort within its capability to make the Licensed Materials available through Licensee's and/or Participating Institutions' Discovery Service System(s) for indexing and discovery purposes. Licensor shall provide to Licensee's and/or 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 Licensee, Participating Institutions and Authorized Users. Discovery Service Systems are defined as user interface and search systems for discovering and displaying content from local, database and web-based sources.
- VII.9. Support. Licensor will provide activation and installation support, including assisting Participating Institutions and Authorized Users with the implementation of any Publisher software. Licensor will offer reasonable levels of continuing support to assist Participating Institutions and Authorized Users in use of the Licensed Materials. Licensor will supply Licensee with information on how to submit questions to Licensor for feedback, problem-solving, or general questions and Licensor will respond in a timely manner.
- VII.12 Quality of Service. Licensor shall use reasonable efforts to ensure that the Publisher's server or servers have sufficient capacity and rate of connectivity to provide Participating Institutions and their Authorized Users with a quality of service comparable to current standards
- VII.14. Transfer or Acquisition of Titles. If any portion of the Licensed Materials is transferred to or acquired from another party, Licensor shall make an effort to ensure that the Publisher shall use reasonable efforts to ensure that Participating Institutions do not lose access to content subject to this Agreement as a result of the transfer or acquisition. Any archival and perpetual access rights that have been granted shall be honored to the best of the Licensor's ability, whether the Publisher is acting as the transferring or acquiring party. If the Publisher is transferring any portion of the Licensed Materials to another party, Licensor shall make an effort to ensure that the Publisher will use the reasonable efforts to assign all rights and obligations to the assignee. If Publisher is acquiring works that become subject to this Agreement, Licensor shall ensure that the Publisher will use reasonable efforts to acquire the rights to perform under this Agreement, including but not limited to perpetual access rights.

Licensor agrees to use reasonable efforts to communicate with the party from which it is acquiring works to exchange such relevant payment and rights information. For journal titles, Licensor shall use reasonable efforts to ensure that the Publisher will comply with the NISO Transfer Code of Practice.

VII.21.Itemized Holdings/Title List. The Licensor will provide to the Licensee on request an itemized holding title list in machine readable format, preferably in KBART-compliant format.

<u>VII.22 Usage Statistics</u>. Licensor shall use reasonable efforts to provide both composite system-wide use data and itemized data to the Licensee for Participating Institutions by request. Statistics shall meet or exceed the most recent project <u>Counting Online Usage of NeTworked Electronic Resources (COUNTER) Code of Practice Release</u>, including but not limited to its provisions on customer confidentiality. When a release of a new COUNTER Codes of Practice is issued, Licensor shall use reasonable efforts that Publisher/s comply with the implementation time frame specified by COUNTER to provide use statistics in the new standard format. It is more than desirable that the <u>Standardized Usage Statistics Harvesting Initiative (SUSHI) Protocol</u>³ is available for the Licensee to harvest the statistics.

- VII.27. Interoperability with Prevailing Web Browsers. Licensor will use reasonable efforts to ensure that the Licensed Materials are accessible and interoperable with prevailing web browsers and internet access tools
- VII.29. MARC Records. Licensor provides MARC records for eBooks only on the online site to be downloaded at any time by Licensee.

XII.1. Perpetual License. Notwithstanding anything else in the Agreement, Licensor grants to Licensee and Participating Institutions a nonexclusive, royalty-free, systemwide perpetual license limited to the territory of 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 as long as the Licensee continues to pay the yearly hosting fee. There is a \$3,500 USD price cap for hosting fee for a first year, this amount would need to be adjusted each year. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which 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 Licensor's means of access is not available, the Licensee and/or Participating Institutions may provide

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² http://www.projectcounter.org/code_practice.html

³ http://www.niso.org/workrooms/sushi/

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 its perpetual use rights.

XII.2. Archival Copy. Licensor shall provide to Licensee upon request, to be maintained as an archival copy, for an agreed upon and quoted fee to be paid by Licensee. The archival copy from the Licensor shall be provided without any DRM in a mutually agreeable medium suitable to the content.

7. Institute of Physics Publishing (IOP)

Appendix D: Cards of the Licensed Materials

Name of the Licensed Material: IOPscience extra

Publisher of the Licensed Material: Institute of Physics Publishing

Exceptions to the content of the Agreement:

The following clauses prevail:

- I. Subject of the Agreement, Content of Licensed Materials; Grant of License
 - 3.1 Grant of License. The Licensor hereby grants to the Licensee a non-exclusive, non-transferable (except the following sublicenses), system-wide right to access the Licensed Materials in the territory of the Czech Republic. The Licensee is entitled to grant the sublicenses to the Participating Institutions but the Licensee shall remain primarily liable to the Licensor for all its obligations set out in this Agreement. The Licensor permits the Licensee to access and use the Licensed Materials, and to provide the Licensed Materials to Authorized Users (which are defined in Section IV below) of the Licensee and of the Participating Institutions, all in accordance with the terms of this Agreement.

IV. Authorized Use of Licensed materials

- 1. Authorized Users. "Authorized Users" are:
- 1.1 Persons Affiliated with the Licensee and the Participating Institutions. Full and part time employees (including faculty, staff, and independent contractors) of the Licensee and the Participating Institutions and students of the Licensee and the Participating Institutions, and registered users in case of public or research libraries, regardless of the physical location of such registered at authorized sites of the Licensee and the Participating Institutions. For authorized sites of the Licensee and the Participating Institutions, see Appendix B. Authorized Users include persons affiliated with remote sites of campuses of the Licensee and the Participating Institutions in the Czech Republic and/or on a temporary basis, persons affiliated with the Licensee and the Participating Institutions who are studying in third party sites and/or campuses in a different country.
- 1.2. Walk-ins. Patrons not affiliated with the Licensee and/or the Participating Institutions who are physically present at the Licensee's and/or the Participating Institutions' site(s) ("walk-ins"). For the avoidance of doubt, walk-ins are only authorized to access the Licensed Materials whilst on site and shall lose this access upon departure. Such persons are excluded from remote access privileges.
- <u>2. Access by and Authentication of Authorized Users.</u> Authorized Users of the Licensee and the Participating Institutions shall be granted access to the Licensed Materials pursuant to the following:
- 1.1. <u>IP Addresses.</u> Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by the Licensee to the Licensor in writing (for the avoidance of doubt, email will suffice). The use of proxy servers is authorized as long as any proxy server IP addresses provide limit remote or off-campus access to Authorized Users only. Authorized IP Addresses are listed in Appendix C. An updated list will be sent to the Licensor on an annual or as needed basis. The Licensee and the Licensor shall act reasonably and cooperate in the implementation of new authentication protocols and procedures (such as Shibboleth) as they are developed during the term of this Agreement.
- 1.2. <u>Publisher-Administered Authentication</u>. Where the Publisher provides alternative methods of access and authentication beyond the Licensee-administered methods described herein, e.g. by allowing users to establish a personal login from an on-campus IP address (thereby enabling access via username and password when logging in to a vendor website) or device authentication, which affiliates the device or application by use of a token, cookie, or vendor-managed proxy prefix, the Licensee and any Participating Institution will not be responsible nor liable for claims of breach or validity of such use, provided that they keep their systems secure and make Authorized Users fully aware of the need to comply with the terms of this Agreement.

- 2. <u>Authorized Uses.</u> Participating Institutions and Authorized Users may make all use of the Licensed Materials as is consistent with Czech Republic copyright law and with these licensing conditions. In addition, the Licensed Materials may be used for purposes of research, education or other non-commercial use as follows:
 - 3.5. Upon termination of this Licence, where the Licensee is not in breach of any of the terms and conditions of this Licence and has paid all its fees in full, the Licensee will be entitled to have continued access to the issues of the Licensed Materials published in the calendar year in which this Agreement commenced and, where this Agreement remains in force for subsequent full calendar years, the Licensee will have continued access to the issues of the Licensed Materials under this Agreement which were published in those calendar years (the "Available Content"). All other access shall terminate. The Available Content will be made available via a web site on payment of an annual maintenance fee of £1500 per Participating Institution and for so long as the Publisher provides electronic access to that content via a web site. If access via a web site is no longer available at any time, the Available Content will be made available on disk or some other form of electronic media. If, at any time, the Publisher ceases to publish or distribute any of the Available Content then it will use its reasonable endeavours to negotiate the right for the Licensee to continue to access it in accordance with these terms and conditions.
 - 3.8. <u>Collections of Information</u>. The Licensee, the Participating Institutions and Authorized Users shall be permitted to extract or use information contained in the Licensed Materials for educational, scientific, or non commercial research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
 - 3.9.Course Packs (Print and Electronic). The Licensee, the Participating Institutions and Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of Course Packs or other educational materials made available to Authorized Users only. Where they are included in electronic Course Packs then the Licensed Materials shall be removed at the end of the term to which they relate.
 - <u>3.10.Course Reserves (Print and Electronic)</u>. The Licensee, the Participating Institutions and Authorized Users may use a reasonable portion of the Licensed Materials for use in connection with specific courses of instruction offered by the Licensee and/or the Participating Institutions to Authorized Users.

- <u>3.12.Scholarly Sharing.</u> On an ad hoc basis, Authorized Users may transmit to a third party in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific non commercial research or professional use in the nature of collaboration, comment, or the 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 Licensor.
- 3.13. Text and Data Mining. Authorized Users may use the Licensed Materials to perform and engage in non commercial 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 this does not create a product for use by third parties that would substitute for the Licensed Materials. The Licensor will, upon receipt of written request, cooperate with the Licensee and Authorized Users as reasonably necessary in making the Licensed Materials available in a manner and form most useful to the Authorized User. The Licensor shall provide to the Licensee, upon request, copies of the Licensed Materials for non commercial text and data mining purposes without any extra fees. The Licensee and Authorized Users may make the results of text and data mining activities available for use by others, so long as the results are not made available on an externally facing server or website. When doing the textual analysis, the Licensee and Authorized Users shall not use any automated devices to search the Licensed Materials and shall implement and maintain adequate and effective security systems and measures when carrying out the textual analysis.
- 3.14. Interlibrary Loan. Using electronic, paper, or intermediate means, the Licensee and the Participating Institutions at their discretion may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan ("ILL"). The Licensor agrees 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 fulfil ILL requests from an academic, research or other non-commercial library. Requests received from for-profit companies may not be honoured. ILL through secure electronic transmission to non commercial libraries in the Czech Republic, using ARIEL or its equivalent, is permitted. Files transmitted in this manner must carry copyright notices and comply with applicable copyright laws.

V. Specific Restrictions on Use of Licensed Materials

- <u>1.Unauthorized Use.</u> The Licensee, the Participating Institutions, and/or Authorized Users shall not knowingly or negligently permit anyone other than Authorized Users to access the Licensed Materials.
- 2. Modification of the Licensed Materials. The Licensee, the Participating

Institutions, and/or Authorized Users shall not modify or manipulate the Licensed Materials without the prior written permission of the Licensor.

- <u>3.Removal of Copyright Notice.</u> The Licensee, the Participating Institutions, and Authorized Users shall not remove, obscure or modify any copyright or other notices included in the Licensed Materials.
- <u>4.Commercial Purposes.</u> The Licensee, the Participating Institutions and/or Authorized Users shall not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or fee-for-service use of the Licensed Materials; nor may the Licensee and the Participating Institutions impose special charges on Authorized Users for use of the Licensed Materials beyond reasonable printing or administrative costs. For the avoidance of doubt, research conducted by the Licensee, the Participating Institutions and Authorized Users that is supported by a commercial entity shall not be considered use for commercial purposes.

VI. Mutual Performance Obligations

- 1.Notification and Cure of Unauthorized Use. In the event the Licensee and/or any of the Participating Institutions has notice of an unauthorized use of the Licensed Materials and cannot promptly remedy it, the Licensee or Participating Institution shall promptly notify the Licensor in writing (for the avoidance of doubt, email will suffice). In the event the Licensor has notice of unauthorized use of the Licensed Materials, the Licensor will promptly notify the Licensee and respective Participating Institution.
- 2. In the case of unauthorized use, the Licensor or 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 Licensor promptly notifies the Licensee and Participating institution of any such suspension, including the reason for the block and supporting details. Such temporary suspensions will be of the shortest duration reasonably practicable sufficient to terminate the alleged unauthorized activity and prevent its resumption. Any unauthorized use that is considered a breach of obligations under this Agreement shall be subject to Section XI, below, including the cure period.

VII. Licensor Performance Obligations

2. The Licensor is obliged to fully acquaint the *Publisher with all of the terms of this Agreement*. The Licensor is obliged to ensure that all the Licensor's

obligations under this Agreement shall be met and that any negotiation of the *Publisher/s* shall not prevent the fulfillment of its obligations.

- <u>4. Availability of the Licensed Materials</u>. Upon the Effective Date of this Agreement the Licensor will make the Licensed Materials available to the Licensee, the Participating Institutions and Authorized Users.
- 10. Training. On receiving not less than 60 days' prior written notice, the Licensor will provide to the Licensee, the Participating Institutions and Authorized Users appropriate training relating to the use of the Licensed Materials and any Licensor software. The Licensor will also 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 Licensor software.

11. Delete Clause

- 12. Quality of Service. The Licensor shall use reasonable efforts to ensure that the Publisher's server or servers have sufficient capacity and rate of connectivity to provide the Licensee, the Participating Institutions and Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in the Licensee's and the Participating Institutions' locale. The Licensor shall 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 includes periodic unavailability due to server maintenance; software installation or testing; loading or making available additional Licensed Materials as they become available; and unavailability because of service or equipment failure outside the reasonable control of the Publisher (including, but not limited to, problems with public or private telecommunications services, or Internet nodes or facilities). The Publisher may schedule brief unavailability periods, but will do so only (1) where wherever reasonably practicable Licensor has given at least two working days' notice to the Licensee, and (2) in ways and at times that, as much as reasonably practicable, minimize inconvenience to the Licensee, the Participating Institutions and Authorized Users, regardless of when notice has been given.
- 13. Problems with the Licensed Materials. If the Licensed Materials fail to operate, display, load, or render in conformance with the terms of this Agreement, the Licensee shall immediately notify the Licensor in writing, and the Licensor shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as reasonably practicable. In the event that the non-conformity materially affects the Licensee's, the Participating Institutions' or Authorized Users' use of the Licensed Materials, and the Licensor fails to repair the nonconformity within five (5) working days, the Licensor shall reimburse the Licensee for such problems in an amount that is proportional to the Fees annually paid by the Licensee under this Agreement.
- 14. Transfer or Acquisition of Titles. If any portion of the Licensed Materials is

transferred to or acquired from another party, the Licensor shall use reasonable efforts to ensure that neither the Licensee nor the Participating Institutions lose access to content subject to this Agreement as a result of the transfer or acquisition and that any archival and continued access rights that have been granted shall be honoured, whether the Licensor is acting as the transferring or acquiring party. If the Licensor is transferring any portion of the Licensed Materials to another party, the Licensor will use its reasonable endeavours to assign all rights and obligations to the assignee. If the Licensor is acquiring works that become subject to this Agreement, the Licensor will use reasonable efforts to acquire the rights to perform under this Agreement, including, but not limited to, securing continued access rights. The Licensor agrees to communicate with the party from which it is acquiring works to exchange such relevant payment and rights information. For journal titles, the Licensor will comply with the NISO Transfer Code of Practice.⁴

15.Completeness of Content. The Licensor will inform the Licensee and/or the Participating Institutions of instances where it is aware that online content differs materially from print versions of the Licensed Materials. Where applicable, the Licensor will cooperate with the Licensee to identify and correct content errors or omissions, and, when necessary, the Licensor shall use reasonable efforts to ensure that the online content: (1) is at least as complete as 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.

16.In order to facilitate the assessment of completeness of content, the Licensor will provide, upon reasonable written request of the Licensee, a report of the content in the Licensed Materials at the title, issue, chapter, or item level. The Licensor 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.

17.If online content is a digitized version of print content, and differs from the print or other physical format versions of the Licensed Materials so as to be substantially and manifestly less useful to the Licensee, the Participating Institutions or Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement in Section XI, below.

18. Notification of Modifications of the Licensed Materials. From time to time the Licensor and/or 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 Licensor shall give notice of any such changes to the Licensee as soon as is reasonably practicable. If any

⁴ http://www.niso.org/workrooms/transfer/

of the changes, modifications, or migrations render the Licensed Materials substantially and manifestly less useful to the Licensee, the Participating Institutions or Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement in Section XI, below.

19. Withdrawal of the Licensed Materials. The Licensor and/or 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 Licensor shall give written notice of the withdrawal to the Licensee as soon as is reasonably practicable, specifying the item or items to be withdrawn.

20.If any such withdrawal renders the Licensed Materials substantially and manifestly less useful to the Licensee, the Participating Institutions or Authorized Users, the Licensor shall reimburse the Licensee for the withdrawal in an amount proportional to the total Fees paid by the Licensee for the Licensed Materials under this Agreement. If any such withdrawal renders the Licensed Materials substantially and manifestly less useful to the Licensee, the Participating Institutions or Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions in Section XI, below.

<u>22.Usage Statistics.</u> The Licensor will provide access for the Licensee to both composite system-wide use data and itemized data for the Licensee, the Participating Institutions, individual campuses and labs. Statistics shall meet or exceed the most recent project <u>Counting Online Usage of NeTworked Electronic Resources (COUNTER) Code of Practice Release</u>, including but not limited to its provisions on customer confidentiality. When a release of a new COUNTER Codes of Practice is issued, the Licensor shall use its reasonable endeavours to comply with the implementation time frame specified by COUNTER to provide use statistics in the new standard format. It is more than desirable that the <u>Standardized Usage Statistics Harvesting Initiative (SUSHI) Protocol</u> is available for the Licensee to harvest the statistics.

24. Confidentiality of Personally Identifiable Information. The Licensor agrees that no personally identifiable information, 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 response to a court order, or other legal requirement or in accordance with applicable data protection laws. If the Licensor is compelled by law or court order to disclose personally identifiable information of

⁵ http://www.projectcounter.org/code_practice.html

⁶ http://www.niso.org/workrooms/sushi/

Authorized Users of patterns of use, the Licensor shall provide the Licensee with prior written notice as soon as is reasonably practicable, so that the Licensee, the Participating Institution or Authorized Users may seek protective orders or other remedies. The Licensor will notify the Licensee and Authorized Users as soon as is reasonably practicable if the Licensor's systems are breached and the confidentiality of personally identifiable information is compromised.

26.Use of Digital Watermarking Technology. In the event that the Licensor and/or the Publisher utilizes any type of watermarking technology for any element of the Licensed Materials, the Licensor agrees that the watermarks will not reduce readability of content and will not degrade image quality. If digital watermarking technology is implemented, the Licensor will use its reasonable endeavours to notify the Licensee at least thirty (30) days in advance of implementation, and the Licensor will provide the technical specifications for the technology used. If the use of the watermarking technology renders the Licensed Materials substantially and manifestly less useful to the Licensee, the Participating Institutions or Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement in Section XI, below.

<u>28.Branding. The Licensor will provide the Licensee and the Participating Institutions the option to brand the Licensor's Platform with the name of the Licensee and/or the Participating Institutions' Sites at the Licensee's discretion, acting reasonably.</u>

<u>29.MARC Records.</u> When applicable to the Licensed Materials, and at the Licensee's written request, the Licensor shall provide full OCLC-quality batched sets of MARC records incorporating the Licensee's reasonable and written 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 is designed to render them useful to the Licensee and/or the Participating Institutions.

30.Open Access Option. The Licensor undertakes to keep the Licensee informed of any alternative and appropriate business models during the Term, including, but not limited to, models taking into account both journal subscriptions and Article Publication Charges for Open Access publishing in so-called hybrid journals. Should the Licensee agree to switch to any such alternative business model, the parties will formalize the new business model in a separate agreement signed by both parties.

31.In the event that the Czech Republic or European Union implements an Open Access policy during the term of this Agreement, the parties will, at the request of the Licensee, discuss the policy and its potential impact on the terms of this Agreement. Any changes to this Agreement shall be agreed in writing by the parties.

VIII. Licensee Performance Obligations

- 1.License Terms Notification. The Licensee shall secure that the Participating Institutions shall use all reasonable efforts to provide Authorized Users with appropriate written notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement.
- <u>2.Protection from Unauthorized Use.</u> The Licensee shall secure that the Participating Institutions shall use all reasonable efforts to restrict access to the Licensed Materials to Authorized Users only.
- 3.Maintaining Confidentiality of Access Passwords. Where access to the Licensed Materials is to be controlled by use of passwords, the Licensee shall secure that the Participating Institutions shall use all reasonable efforts to inform Authorized Users that they must not divulge their numbers and passwords to any third party. The Licensee shall secure that the Participating Institutions shall also use all reasonable efforts to maintain the confidentiality of any institutional passwords provided by the Licensor.
- 4. The Licensee undertakes to ensure and guarantee that the Participating Institutions shall comply with all of the terms of this Agreement and shall use the Licensed Materials only in accordance with the license terms set out expressly in this Agreement and shall observe all of their duties set out in this Agreement.

XI. Early Termination

- 1.Early Termination for Financial Hardship. The Licensee may terminate this Agreement without penalty if sufficient content acquisitions funds are not allocated 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 Licensor in writing of the intent to terminate this Agreement as soon as is reasonably possible, but in any case, no less than thirty (30) days prior to the next payment date, and this transaction shall terminate on the last day of the subscription period for which payment has been made 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 the Licensee and the Participating Institutions shall maintain a continued access right to materials licensed under the subscription periods for which it has fully paid, subject to Section XII.
- <u>2.Termination for Breach</u>. If either party believes that the other has materially breached any obligations under this Agreement, such party shall so notify the

breaching party in writing with a detailed description of the breach. Where the breach is capable of remedy, the breaching party shall have thirty (30) days from the receipt of notice to use all reasonable means to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty (30) day period, or cannot be remedied, the non-breaching party shall have the right to terminate this Agreement in writing on prior written notice. Termination is effective by the date of delivery of such a notice.

3.Termination of access. Once this Agreement ends, by early termination or otherwise, the Licensor may terminate access to the Licensed Materials by the Licensee, the Participating Institutions and Authorized Users, subject to Section XII, below. In addition, save where this Agreement is terminated due to the breach of the Licensee, the Participating Institutions or Authorized Users, authorized copies of the Licensed Materials made by Authorized Users may be retained for educational purposes only and used subject to the terms of this Agreement.

4. Clause to be deleted

XII. Continued Access Rights

1.License. Notwithstanding anything else in this Agreement, the Licensor grants to the Licensee and the Participating Institutions a nonexclusive, royalty-free, non-transferrable, system-wide license limited to the territory of Czech Republic to use any of the issues of the Licensed Materials that were published during the term of this Agreement and for which the applicable continued access fee has been paid. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which the Licensee and/or the 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 Licensor'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 its continued access rights.

Note: This paragraph applies only to the Licensed Materials which are provided on a continued access basis, so it is obligatory only for e-journals and e-books with these rights - in contrast to factual, citation or similar databases and e-resources.

2. Clause to be deleted

- 3. Clause to be deleted
- 4. Clause to be deleted
- 5. Clause to be deleted

XIII. Warranties

1. The Licensor warrants that it has all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee and the Participating Institutions for the purposes and terms set out in this Agreement, and that, to the best of its knowledge, use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party. The Licensor warrants that it is authorized to fulfil any of its obligations set out in this Agreement and that this is ensured in the contract concluded with the Publisher.

XV. Indemnities

<u>1.</u>

The Licensor shall indemnify and hold harmless the Licensee, the Participating Institutions and Authorized Users for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from any third party claim that alleges copyright infringement or other intellectual property infringement arising from the use of the Licensed Materials published purely by the Publisher (and not by any of the Publishing partners of the Publisher) by the Licensee or any Participating Institution or any Authorized User provided that:

- 1. Neither the Licensee, the Participating Institutions nor Authorized Users make any admisssion without the prior written consent of the Publisher;
- 2. The Licensee and the Participating Institutions shall give the Publisher all the assistance it requests in defending any such claim
- 3. The indemnity shall be limited to the amount payable to the Licensor by the Licensee.

NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

This shall survive the termination of this Agreement.

2.

The Licensee shall indemnify and hold harmless the Licensor for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise against the Publisher from any third party claim regarding the CzechELib Agreement which is caused by the acts and/or omissions of the Licensee. This indemnity shall be limited to the amount payable to the Licensor by the Licensee.

NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

This shall survive the termination of any business relations between the Publisher and the Distributor.

XVI. Assignment and Transfer

1. Neither party may assign or novate, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, except as otherwise provided in Section VII.

XVII. Governing Law

1. Clause to be deleted

XVIII. Dispute Resolution & Venue

1.In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise good faith efforts to resolve the dispute as soon as reasonably practicable. In the event that the parties cannot, by exercise of their good faith efforts, resolve the dispute, 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 that are not affected by the dispute. The party invoking mediation shall give to the other party written notice of its decision to seek informal mediation, and the notice must include a description of the issues 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 after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute.

2.If the dispute is not resolved within thirty (30) calendar days of the meeting between the parties' executives, either party may pursue a legal action in court. During such court action, the parties shall continue to perform their respective obligations under this Agreement that are not affected by the dispute.

XIX. Force Majeure

1. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control including, but not limited to Acts of Nature, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, 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 an event of force majeure, the party affected shall promptly notify the other in writing setting forth the details of the occurrence, its expected duration and how that party's performance may be affected. The affected party shall resume the performance of its obligations as soon as reasonably practicable after the force majeure event ceases.

XXVI. Audit rights

- 1. The Licensor is obliged to comply with any respective authority and to cooperate with any auditing/controlling body authorized to carry out an audit in compliance with the rules and regulations of the Czech Republic and mandatory rules of EU/EC regarding financial control especially relating to grants, as well as to cooperate with persons authorized to execute the audit/control by such auditing bodies. The Licensor shall not be entitled to any remuneration, compensation nor any other benefit for providing cooperation as described above.
- 3. The Licensor is obliged to fully compensate any damages that should arise directly as a result of the conduct described in Article 2. Obligations described in Article 1 are imposed upon the Licensor regardless of the termination of this Agreement.

8. OECD

No Card

9. Ovid Technologies

Name of the Licensed Material:

Evidence-Based Medicine Reviews GEOREF Medline on Ovid

Publisher of the Licensed Material: Ovid Technologies

Exceptions to the content of the Agreement:

A) The contracting parties explicitly exclude the application of the following provisions of the Agreement with the regard to the Licensed Material published by Ovid Technologies:

I. 4., III. 3., IV. 1.1, IV 2.2, IV. 3.5, IV. 3.6, IV 3.9, IV. 3.10, IV. 3.11, IV. 3.12, IV. 3.13., IV.4., IV. 5.1, VI. 2., VII.5., VII. 12., VII. 14., VII. 18., VII. 19., VII. 20., VII. 28., XI. 4., XII. 1., XII. 2., XII. 3., XII. 4., XII. 5., XIV. 1., XIV. 2., XIV. 3., XV. 1., XVI. 1., XIX. 1.,

- B) New provisions applicable between the parties with the regard to the Licensed Material published by Ovid Technologies:
- I. 4. <u>Grant of License.</u> Licensor hereby grants to Licensee a non-exclusive, non-transferable (except the following sublicenses to Participating Institutions), system-wide right limited to the territory of Czech Republic. The Licensee is entitled to grant the sublicenses to Participating Institutions. The Licensor entitles Licensee to access and use the Licensed Materials, and to provide the Licensed Materials to Authorized Users (which are defined in Section IV below) of the Licensee and of the Participating Institutions (which are listed in the Appendix B) in accordance with the terms of this Agreement.
- III. 3. Changes of number of Participating Institutions listed in Appendix B. In case any Participating institution shall lose its status as Participating Institution or in case any new scientific (or similar) institution shall reveal its intent to become a Participating Institution, Licensor shall enter into negotiation with Licensee to amend this Agreement and to renegotiate the amount of Fees. Removal of Participating Institutions may only take place at the end of a complete subscription year. New Participating Institutions may be added during a subscription year and pro rata charges may apply.
- IV. 1.1 Persons Affiliated with the Participating Institutions. Full and part time employees (including faculty, staff) of Participating Institutions and students of Participating Institutions, and registered users in case of public or research libraries. For authorized sites of the Licensee and the Participating Institutions, see Appendix B. Licensee may elect to use proxy servers to allow Authorized Users to access the applicable Licensed Materials remotely through the Authorized Sites. If Licensee elects to provide such remote access, Licensee will strictly limit such access only to Authorized Users through a secure method of user verification. Licensee will immediately notify Ovid if it believes unauthorized access of any Licensed Materials has occurred.

- IV. 3.5 <u>Archival/Backup Copy.</u> Licensor may update, modify, or replace the relevant Licensed Materials (including any content therein) from time to time. Licensor reserves the right to discontinue offering access to any product. Licensor will use commercially reasonable efforts to provide advance notice of any such discontinuation. For perpetual access basis Licensed Materials, Licensor will provide Licensee, upon its request, with an electronic copy of the discontinued Products, subject to Licensee's payment of a media, fulfillment and/or delivery fee and Licensee's execution of an additional agreement.
- IV. 3.9 <u>Course Packs (Print and Electronic)</u>. For content owned by WK Health Inc only, Licensee, the Participating Institutions and Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of Course Packs or other educational materials. For other content, Licensed Materials can be incorporated into course packs and e-reserves only through the use of Jumpstarts. For purposes of this Agreement, "Jumpstarts" shall be defined as links from Licensee's Web pages to virtually any point within an Ovid session.
- IV. 3.13 <u>Text and Data Mining</u>. Authorized Users may use a limited part of the Licensed Materials published by Wolters Kluwer Health, Inc. only 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. Licensor will, upon receipt of written request, cooperate with Licensee and Authorized Users as reasonably necessary in making the Licensed Materials available in a manner and form most useful to the Authorized User. Licensor shall provide to Licensee, upon request, copies of the Licensed Materials for text and data mining purposes without any extra fees.
- IV. 5.1 Licensed Access. Subject to the terms of this Agreement, Participating Institutions and their Authorized Users shall have access to the Licensed Materials up to the number of simultaneous users specified in Appendix B.
- VI. 2. In the case of unauthorized use, 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 Licensor immediately notifies the Licensee and Participating Institution of any such suspension, including the reason for the block and any supporting details. Such temporary suspensions will be of the shortest duration possible sufficient to terminate the alleged unauthorized activity and prevent its resumption. Any unauthorized use that is considered a breach of obligations under this Agreement shall be subject to Section XI, below, including the cure period.
- VII. 5 <u>Discovery of Licensed Materials</u>. Where the owner of the Licensed Materials has granted such right to Licensor, Licensor shall make reasonable efforts to make the Licensed Materials available through Licensee's and/or Participating Institutions' Discovery Service System(s) for indexing and discovery purposes. Licensor shall provide to Licensee's and/or 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 Licensee, Participating Institutions and Authorized Users. Discovery Service Systems are defined as user interface and search systems for discovering and displaying content from local, database and web-based sources.

- VII. 12. Quality of Service. Licensor shall use reasonable efforts to ensure that the Publisher's server or servers have sufficient capacity and rate of connectivity to provide Participating Institutions and their Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in Participating Institutions locale. Publisher shall 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 includes periodic unavailability due to server maintenance; software installation or testing; loading or making available additional Licensed Materials as they become available; Licensor may schedule brief unavailability periods, and will use commercially reasonable effort to give at least forty-eight (48) hour notice to Licensee, Such a notice may also be given directly by the Publisher to the Licensee.
- VII. 18. <u>Notification of Modifications of Licensed Materials.</u> From time to time Licensor 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 Licensor shall use commercially reasonable efforts to give notice of any such changes to Licensee as soon as is practicable.
- VII. 19. Withdrawal of Licensed Materials. 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. Licensor shall use commercially reasonable efforts to give written notice of the withdrawal to the Licensee as soon as is practicable. Such a notice may also be given directly by the Publisher to the Licensee. For any such withdrawn Licensed Materials, the unused prorated portion of any subscription fees applicable to such Licensed Materials will be refunded to Licensee.
- XI. 4. <u>Refunds</u>. In the event of early termination permitted by this Agreement, except for termination for breach by the Licensee pursuant to Section XI.2., Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.
- XIV. 1. Notwithstanding anything else in this Agreement, neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, that arises from the use of the Licensed Materials, or the inability to use the Licensed Materials. In no event shall Licensor, its affiliates or licensors (including but not limited to, Publisher), or any of its or their respective directors, officers, employees, or agents, be liable to licensee, its Authorized users or any third party whose claim arises from or is related to this Agreement, under any theory of tort, contract, strict liability, or other legal or equitable theory, for any claims, damages, or costs of any nature in excess of the license fees paid by Licensee to Licensor during the twelve months preceding the earliest event giving rise to such liability. This limitation of liability and the disclaimers

set forth in this Section XIV are independent of any remedies set forth herein and will survive and apply even if such remedies are found to have failed of their essential purpose.

- XIV. 2. The Licensed Materials, and the platforms and documentation provided by Licensor under this Agreement are furnished by Licensor, its affiliates and licensors (including, but not limited to, Publisher) and accepted by licensee "as is" and without any warranty whatsoever. Licensor, its affiliates and licensors (including, but not limited to, Publisher) make no representation or warranty, and expressly disclaims any liability with respect to, the content of any Licensed Materials or the results derived therefrom, including but not limited to, errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, the disclosure of confidential information.
- XIV. 3. Except for the express warranties stated elsewhere in this Agreement, Licensor and Publisher disclaim 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 accuracy, quality, suitability, system availability, compatibility, title, non-infringement, performance, merchantability, fitness for a particular purpose, or otherwise (irrespective of any course of dealing, custom, or usage of trade. In addition, Licensee acknowledges that access to the platforms and the Licensed Materials may be subject to limitations, delays, latency issues, and other problems inherent in the use of the internet and electronic communications, and that Licensor, its affiliates, and its licensors (including, but not limited to, Publisher) are not responsible for any delays, delivery failures or other damage resulting from such problems. No Licensor employee or agent is authorized to make any statement that adds to or amends the warranties or limitations contained in this Agreement.

(new) XIV. 4. The Licensed Materials are no substitute for individual patient assessment based upon the Licensee's healthcare professionals' examination of each patient. While certain Licensed Materials may describe various basic principles of diagnosis and therapy, such Licensed Materials should be used as general medical reference materials to assist the healthcare professional reach diagnostic and treatment decisions. Licensee and its healthcare professionals should exercise their own independent professional and clinical judgment, taking into account information about particular individual patients that cannot be ascertained or taken into account as a part of necessarily generic or summary Licensed Materials. Given continuous, rapid advances and changes in medical science and health information, Licensee and its healthcare professionals should consult a variety of sources when prescribing medication, including the manufacturer's "package insert". The absence of a warning for a given drug or drug combination should not be construed to indicate that the drug or drug combination is safe, appropriate or effective in any given patient. Licensee acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. Licensee and its healthcare professionals are solely responsible for the use of any Licensed Materials, and Licensee's healthcare professionals are responsible for independently reaching any medical judgment. To the maximum extent permitted under applicable law, no responsibility is assumed by

Licensor, its affiliates or licensors (including, but not limited to, Publisher) for any injury and/or damage to persons or property, as a matter of products liability, negligence law or otherwise, or from any reference to or use by Licensee (or any of its healthcare professionals) of any of the Licensed Materials.

XVI. 1. Licensee shall not assign this Agreement nor delegate any of its duties, in whole or in part, without the prior express written consent of Licensor. In no event shall Licensor's consent be construed as discharging or releasing Licensee in any way from the performance of its obligations under this Agreement. Licensor may assign this Agreement to any affiliate or successor of Licensor and may delegate its duties, in whole or in part, in each case without any consent of Licensee. An assignee of either Party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning Party set forth in this Agreement. If any assignment is made in breach of the terms and obligations of this Agreement or if any assignment is made in breach of the terms of this Agreement, then such assignment shall be null and void and of no force or effect.

XIX. 1. Except for payment obligations Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of Nature, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, 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 an event of force majeure, the party affected shall promptly notify the other in writing setting forth the details of the occurrence, its expected duration and how that party's performance may be affected. The affected party shall resume the performance of its obligations as soon as practicable after the force majeure event ceases.

10. Oxford University Press

Name of the Licensed Material:

- Oxford Journals 2017 Full Collection
- Oxford Journals 2017 HSS Collection
- Oxford Journals 2017 STM Collection
- Oxford Journals 2017 Life Sciences Collection
- Oxford English Dictionary
- Grove Music Online on platform Oxford Music Online

(For details on the Licensed Material please refer to Appendix A)

Publisher of the Licensed Material: THE CHANCELLOR, MASTERS, AND SCHOLARS OF The UNIVERSITY OF OXFORD trading as Oxford University Press of Great Clarendon Street

Exceptions to the content of the Agreement:

A) The contracting parties explicitly exclude the application of the following provisions of the Agreement with the regard to the Name of the Licensed Material: Oxford Journals 2017 Full Collection, Oxford Journals 2017 HSS Collection, Oxford Journals 2017 STM Collection, Oxford Journals 2017 Life Sciences Collection, Oxford English Dictionary, Grove Music Online on platform Oxford Music Online. (For details on the Licensed Material please refer to Appendix A)

IV (2.2), IV (3.5), Appendix B: Clause on APC Discounts

B) New provisions applicable between the parties with the regard to the Oxford Journals 2017 Full Collection, Oxford Journals 2017 HSS Collection, Oxford Journals 2017 STM Collection, Oxford Journals 2017 Life Sciences Collection, Oxford English Dictionary, Grove Music Online on platform Oxford Music Online

ALBERTINA ICOME PRAHA S.R.O.

AND

THE NATIONAL LIBRARY OF TECHNOLOGY

This License Agreement (this "Agreement") is made between Albertina icome Praha s.r.o., Štěpánská 16, 110 00 Praha 1, ID number 49612158 ("Licensor") a supplier of the product(s) of the following Publisher, THE CHANCELLOR, MASTERS, AND SCHOLARS OF The UNIVERSITY OF OXFORD trading as Oxford University Press of Great Clarendon Street, Oxford OX2 6DP, United Kingdom ("Publisher") and The National Library of Technology, a State Contribution Organization set up by the Ministry of Education, Youth and Sports, with its principal offices at Technická 6, 160 80 Praha 6 - Dejvice ("Licensee"), while the Licensee shall be entitled to grant the sublicense to Participating institutions listed in Appendix B.

I (5)

Ownership of Intellectual Property. Nothing in this Agreement shall be interpreted to transfer ownership of any copyright, trademarks or service marks from the Licensor, the Publisher or its suppliers to the Licensee or Authorized Users.

IV (1.1)

Persons Affiliated with Participating Institutions. Full and part time employees,

faculty, staff and students of Participating Institutions, and registered users in case of public or research libraries, on-site or remotely using secure authentication system implemented by the Participating Institutions. For Participating Institutions, see Appendix B

IV (3)

<u>Authorized Uses.</u> Participating Institutions and Authorized Users may make all non-commercial use of the Licensed Materials as is consistent with Czech Republic copyright law and with these licensing conditions. In addition, the Licensed Materials may be used for purposes of research, education or other non-commercial use as follows:

IV (3.2)

<u>Digital Copy.</u> Participating Institutions and Authorized Users may download and digitally copy single copies of a reasonable portion of the Licensed Materials.

IV (3.3)

<u>Print Copy.</u> Participating Institutions and Authorized Users may print single copies of a reasonable portion of the Licensed Materials.

IV (3.8)

<u>Collections of Information</u>. Participating Institutions and Authorized Users shall be permitted to extract or use information contained in the Licensed Materials for non-commercial educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis, provided that such use shall not infringe the Publisher's copyright in the Licensed Materials.

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IV (3.10)

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IV (3.11)

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IV (3.12)

Scholarly Sharing. On an ad hoc basis, Authorized Users may transmit to a third party in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use in the nature of collaboration, comment, or the 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 Licensor, and provided further that such transmission shall only be in response to an individual request from such third party.

IV (3.13)

Text and Data Mining. Authorized Users may use the Licensed Materials to perform and engage in text and/or data mining activities for non-commercial purposes only, including 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 Authorized Users, so long as the purpose is not to create a product for use by third parties that would substitute for the Licensed Materials; and provided that such results are made and stored only to the extent necessary for the purposes of such computational analysis; such results are not transferred to any other person or used for any other purpose without the Publisher's consent; such results are destroyed once they are no longer necessary for the relevant computational analysis; the Authorized Users acknowledge the use of the Licensed Materials if any such results are published; and the Authorized Users comply with all Publisher usage policies communicated to them or made available to them, including without limitation any security measures and conditions of access. Licensor will, upon receipt of written request, cooperate with Licensee and Authorized Users as reasonably necessary in making the Licensed Materials

available in a manner and form most useful to the Authorized User. Licensor shall provide to Licensee, upon request, copies of the Licensed Materials for text and data mining purposes without any extra fees.

IV (3.14)

Interlibrary Loan. Using electronic, paper, or intermediated means, Participating Institutions at their discretion may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan ("ILL"). Licensor agrees 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 fulfil ILL requests from an academic, research or other non-commercial library, for the purposes only of supplying an Authorized User of the recipient library with a single copy of an electronic original of an individual document from the Licensed Materials for the purpose of research or private study and not for commercial use. Requests received from for-profit companies may not be honored. ILL through secure electronic transmission, as demonstrated by the ARIEL, is permitted. Files transmitted in this manner must carry copyright notices and comply with copyright laws of Czech Republic.

V (1)

<u>Unauthorized Use.</u> Licensee, the Participating Institutions, or Authorized Users shall not permit anyone other than Authorized Users to access the Licensed Materials.

VI (2)

In the case of unauthorized use, Licensor or 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 Licensor promptly notifies the Licensee and the Participating Institution of any such suspension, including the reason for the block and any supporting details. Such temporary suspensions will be of the shortest duration possible sufficient to terminate the alleged unauthorized activity and prevent its resumption. Any unauthorized use that is considered a breach of obligations under this Agreement shall be subject to Section XI, below, including the cure period.

VII (2)

The Licensor is obliged to acquaint the Publisher with the content of this Agreement. Licensor is obliged to ensure that all the Licensors obligations under this Agreement shall be met.

VII (3)

The Licensor is obliged to secure and is liable for any damages with respect to the validity of the intellectual property rights in the Licensed Materials granted by the Licensor to the Licensee for the duration of the Agreement. The Licensor is obliged to follow the contract concluded between the Licensor and the Publisher about the license to the Licensed Materials. In the case of breach of such contract the Licensor is responsible for all the damages of the Licensee and Participating institutions caused by the suspension of the license to the Licensed Materials to the Licensor and by this to the Licensee and Participating institutions.

VII (5)

Discovery of Licensed Materials. Licensor shall make reasonable efforts to make the Licensed Materials available through Licensee's and/or Participating Institutions' Discovery Service System(s) for indexing and discovery purposes. The Licensee shall provide the Licensor with full details of the Licensee's and/or Participating Institutions' discovery service vendors ("the discovery service vendors"). Subject to entering into a separate metadata licence between the Licensor and each Discovery Service Vendor, Licensor shall provide to the Discovery Service Vendors on an ongoing basis the citation and complete descriptive metadata (including all subject headings, abstracts, and keywords), and where appropriate, full-text content necessary to facilitate optimal discovery and accessibility of the content for the benefit of Licensee, Participating Institutions and Authorized Users. Discovery Service Systems are defined as user interface and search systems for discovering and displaying content from local, database and web-based sources.

VII (12)

Quality of Service. Licensor shall use reasonable efforts to provide the Licensed Materials with a quality of service consistent with industry standards, specifically to provide continuous service with a minimum of 96% up-time per subscription, with a maximum 4% down-time including schedule maintenance and repairs performed at a time to minimise inconvenience to Licensee and its Authorized Users and restore the service as soon as possible in the event of an interruption or suspension of service. For the avoidance of doubt, unexpected maintenance may occur and Licensor endeavours to inform Licensee as soon as possible in such circumstance.

VII (14)

<u>Transfer or Acquisition of Titles.</u> If any portion of the Licensed Materials is transferred to or acquired from another party, Licensor shall ensure that the Publisher shall use reasonable efforts to ensure that Participating Institutions do not lose access to content subject to this Agreement as a result of the

transfer or acquisition. Any archival and perpetual access rights that have been granted shall be honored, whether the Publisher is acting as the transferring or acquiring party. If the Publisher is transferring any portion of the Licensed Materials to another party, Licensor shall ensure that the Publisher will use reasonable efforts to assign all rights and obligations to the assignee. If Publisher is acquiring works that become subject to this Agreement, Licensor shall ensure that the Publisher will use reasonable efforts to acquire the rights to perform under this Agreement, including but not limited to perpetual access rights. Licensor agrees to use reasonable efforts to communicate with the party from which it is acquiring works to exchange such relevant payment and rights information. For journal titles, Licensor shall use reasonable efforts to ensure that the Publisher will comply with the NISO Transfer Code of Practice.

VII (15)

<u>Completeness of Content.</u> Where applicable, the Licensor shall use reasonable efforts to ensure that the online content: (1) is at least as complete as 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 Materials.

VII (17)

If online content is a digitized version of print content and differs from the print or other physical format versions of Licensed Materials so as to be substantially less useful to the Licensee, the Participating Institutions or their Authorized Users, the Licensee may seek to remove the relevant material from the Licensed Material and Licensor shall make a pro rata refund of part of the Fee, taking into account the amount of material withdrawn and the remaining un-expired portion of the term of this Agreement.

VII (18)

Notification of Modifications of Licensed Materials. From time to time 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 Licensor shall use reasonable efforts to give notice of any such changes to Licensee as soon as is practicable. Such a notice may also be given directly by the Publisher to the Licensee.

VII (19)

Withdrawal of Licensed Materials. 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. Licensor shall use reasonable efforts to give written notice of

the withdrawal to the Licensee as soon as is practicable, specifying the item or items to be withdrawn. Such a notice may also be given directly by the Publisher to the Licensee.

VII (20)

If any such withdrawal renders the Licensed Materials less useful to Participating Institutions or their Authorized Users, Licensor shall reimburse Licensee for the withdrawal in an amount proportional to the total Fees owed by Licensee for the Licensed Materials under this Agreement.

VII (26)

<u>Use of Digital Watermarking Technology</u>. In the event that Publisher utilizes any type of watermarking technology for any element of the Licensed Materials, Licensor shall use reasonable efforts to ensure that Publisher agrees that watermarks will not reduce readability of content and will not degrade image quality. These watermarks shall contain usernames but shall not contain IP address. Licensee acknowledges that Publisher implements digital watermarking technology on its online products.

VII (30)

<u>Open Access Option.</u> Licensor may offer to Licensee at its sole discretion any alternative business models during the Term, including but not limited to models taking into account both journal subscriptions and Article Processing Charges for Open Access publishing in so-called hybrid journals. Should Licensee agree to switch to any such alternative business model, the parties will formalize the new business model in a separate agreement signed by both parties.

VII (31)

In the event that the Czech Republic or European Union implements an Open Access policy during the term of this Agreement which significantly affects the material provisions of this Agreement, the parties will, at the request of the Licensee, renegotiate the terms of this Agreement in accordance with this policy or, at the discretion of the Licensor, terminate this Agreement.

VIII (1)

<u>License Terms Notification.</u> Licensee shall secure that Participating Institutions will provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement.

VIII (2)

<u>Protection from Unauthorized Use.</u> Licensee shall secure that Participating Institutions will use reasonable efforts to restrict access to the Licensed Materials to Authorized Users in accordance with the terms and conditions of this Agreement.

VIII (3)

Maintaining Confidentiality of Access Passwords. Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall secure that Participating Institutions will inform Authorized Users that they should not divulge their numbers and passwords to any third party. Licensee and Participating Institutions will also maintain the confidentiality of any institutional passwords provided by Licensor.

X (1)

This Agreement shall be renewable at the end of the current term for a further two (2) year term unless either party gives written notice of its intention to cancel ninety (90) days before expiration of the current term, and provided that if the Agreement is renewed for such further two (2) year term, an additional Fee shall be payable as set out in Appendix B.

XII (Note)

Note: This article applies only to the Licensed Materials which are perpetual, so it is applicable only for Oxford Journals 2017 Full Collection, Oxford Journals 2017 HSS Collection, Oxford Journals 2017 STM Collection, Oxford Journals 2017 Life Sciences Collection.

XII (2)

Archival Copy. If the Publisher ceases to host the Licensed Materials, or if the Licensee opts to self-host, the Publisher shall enable continuing access to the Licensed Materials in question by providing the Licensee an electronic file containing the content of the Licensed Materials in XML format, or such other format as the Publisher may determine in its discretion, for the purpose of self-hosting by the Licensee. Such provision will be subject to Publisher approval and the parties agreeing additional terms and conditions in connection with the provision and self-hosting of such electronic copy. For the avoidance of doubt, the Publisher will not be obligated to provide the Licensee with any Licensed Material or part(s) thereof that the Publisher no longer has the right to publish, grant access to or otherwise distribute in this way.

XII (3)

In the event the Licensor discontinues or suspends selling or licensing the Licensed Materials the Licensor shall make all reasonable efforts to ensure that continuing access is provided:

- a. by the new publisher of the relevant Licensed Materials; or
- b. through Portico, CLOCKSS, or a similar 3rd party archive and in such case the Licensor shall provide all relevant details of the Participating Institutions to the 3rd party in order to enable access to the 3rd party archive by the Participating Institutions. Such access will be subject to Participating Institutions fulfilling the 3rd party's terms and condition for access; or
- c. by providing the Participating Institutions with an electronic copy of the relevant Licensed Materials for the purpose of self-hosting by the Participating Institutions. Such provision will be subject to Publisher approval and the parties agreeing additional terms and conditions in connection with the provision and self-hosting of such electronic copy.

XIII (3)

Licensee warrants that it has in place appropriate policies and disciplinary procedures regarding the misuse of online tools such as the Licensed Materials.

XIV (1)

Notwithstanding anything else in this Agreement, neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, that arises from the use of the Licensed Materials, or the inability to use the Licensed Materials.

XIV (4)

Licensee agrees that the entire liability of Licensor and the Publisher to Licensee or Authorized Users arising out of any kind of legal claim (whether in contract, tort, by statute or otherwise) in any way connected with the use or inability to use the Licensed Materials shall be the refund of any sums actually received by Licensor under this Agreement for access to the affected Licensed Materials during the twelve month period in which the claim arises.

XVI (1)

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, except as otherwise provided in Section VII. Neither party to this Agreement may unreasonably withhold or delay such written consent.

XVIII (2)

If the dispute is not resolved within thirty (30) calendar days of the meeting among the parties' executives, either party may pursue a legal action in court. The non-exclusive jurisdiction and venue for any and all actions arising out of or brought under the 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 that are not affected by the dispute.

XXV (1)

- 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, approved means of delivering Notices are e-mail or fax.
- 2. Notices regarding the extent and manner of performance under this Agreement, damages, penalties, debts, contacts and this Agreement as such (for example the notification about breach, 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 deemed delivered on the fifth (5th) business day following their proven posting.
- 3. Either party may from time to time change its Notice Address by written notice to the other party. Such change is effective from a delivery of such notice.

XXV (4) - to be added
If to the Publisher:
Head of Sales & Operations, EMEA
Oxford University Press
Great Clarendon Street
Oxford
United Kingdom
OX2 6DP

Appendix B

The Participating Institutions shall be entitled to continuing access to those journal titles included in journal collection as part of the Licensed Materials for which a perpetual license fee has been paid, provided that the Licensee shall pay hosting fees for titles hosted by the Publisher following expiry of the

Agreement. Hosting Fees will be waived for the time the Participating Institution subscribes to the journal collection.

Deeply Discounted Print (DDP): The Participating Institutions are eligible to purchase further print subscriptions to journals which are included as part of a journals collection at a deeply discounted rate, such rate being 75% off the relevant year's print list price for such journals. Any order must include a request to receive the content at a Deeply Discounted Price (DDP).

11. ProQuest

Name of the Licensed Material:

- Academic Complete
- Literature Online
- Music Listening & Music Reference & Scores (Volume I-IV)
- ProQuest Central
- ProQuest Health Research Premium Collection
- Science & Technology Ebook Subscription

Publisher of the Licensed Material: ProOuest LLC

Exceptions to the content of the Agreement:

A) The contracting parties explicitly exclude the application of the following provisions of the Agreement with the regard to the *Licensed Material named above*:

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I. 4., IV. 3.5, IV. 3.13, VII. 5., VII. 13., VII. 14., VII. 15., VII. 16., VII. 18., VII. 19., VII. 20., VII. 21., VII. 30., XI. 1., XII. 1., XII. 2., XII. 3., XII. 4., XII.5, XV.I.
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- B) New provisions applicable between the parties with the regard to the *Licensed Material named above*:
- I. 4. <u>Grant of License.</u> Licensor hereby grants to Licensee and Participating institutions a non-exclusive, non-transferable (except the following sublicenses), system-wide right limited to the territory of Czech Republic. The Licensee is entitled to grant the sublicenses to Participating Institutions. The Licensor entitles Licensee to access and use the Licensed Materials, and to provide the Licensed Materials to Authorized Users (which are defined in Section IV below) of the Licensee and of the Participating Institutions (which are listed in the Appendix B) in accordance with the terms of this Agreement.
- VII. 5. Discovery of Licensed Materials. Licensor shall make reasonable efforts to make

the Licensed Materials available through Licensee's and/or Participating Institutions' Discovery Service System(s) for indexing and discovery purposes. Licensor shall provide to Licensee's and/or 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 Licensee, Participating Institutions and Authorized Users, provided the Publisher has an agreement with the provider of the discovery service to do so. Discovery Service Systems are defined as user interface and search systems for discovering and displaying content from local, database and webbased sources.

- VII. 13. <u>Problems with Licensed Materials</u>. If the Licensed Materials fail to operate, display, load, or render in conformance with the terms of this Agreement, Licensee shall immediately notify Licensor, and Licensor shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. In the event that the non-conformity materially affects Participating Institutions' or Authorized Users' use of the Licensed Materials, and Licensor fails to repair the nonconformity within five (5) business days, Licensee may terminate the Service in question with notice to Licensor and receive a refund of any prepaid but unused fees for such Service.
- VII. 18. Notification of Modifications of Licensed Materials. From time to time Licensor 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 Licensor shall use reasonable efforts to give notice of any such changes to Licensee as soon as is practicable. If any of the changes, modifications, or migrations renders the Licensed Materials substantially less useful to Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement in Section XI, below.
- VII. 19. Withdrawal of Licensed Materials. Licensor 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. Licensor shall use reasonable efforts to give written notice of the withdrawal to the Licensee as soon as is practicable.
- VII. 20. If any such withdrawal renders the Licensed Materials remarkably less useful to Participating Institutions or their Authorized Users, Licensee may seek to terminate providing such product within this Agreement for breach pursuant to the termination provisions in Section XI, below.
- VII. 21. <u>Itemized Holdings/Title List.</u> The Licensor will provide to Licensee with access to regularly updated current itemized holdings report that specifies the titles included in the Licensed Materials by means of the Publisher's websites.
- XI. 1. <u>Early Termination for Financial Hardship</u>. The Licensee may terminate this Agreement without penalty after 31 December 2020 if sufficient content acquisitions funds are not allocated 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, Licensee will notify Licensor of the intent to terminate the Agreement as soon as is reasonably possible, but in any case, not later than 20 January of 2021 or 20 January of any following year, and this transaction shall terminate on the last day of the subscription period for which payment has been made 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.

XV. 1. The Licensor shall indemnify and hold harmless the Licensee, the Participating Institutions and Authorized Users for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from any third party claim that alleges copyright infringement or other intellectual property infringement arising from the use of the Licensed Materials by the Licensee or any Participating Institution or any Authorized User hereunder, provided that Licensee gives ProQuest notice of any suit or threatened suit for infringement brought within twenty (20) days of the day of service of the complaint upon Licensee or from the receipt by Licensee of notice of a threatened suit and further provided that ProQuest shall control the defense of any such suit. ProQuest shall not be liable hereunder if (i) any infringement or violation claim is based solely upon the use of the Service in combination with programs, equipment or devices not of ProQuest origin, design or selection; or (ii) any infringement or violation claim arises out of use of the Service in a manner contrary to the rights granted in this Agreement, including use contrary to intellectual property law. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION. This Section XV shall survive the termination of this Agreement.

12. Sage Publications

Name of the Licensed Material: SAGE HSS Package, SAGE STM Package, SAGE Psychology Collection

Publisher of the Licensed Material: Sage Publications

Exceptions to the content of the Agreement:

A) The contracting parties explicitly exclude the application of the following provisions of the Agreement with the regard to the SAGE HSS Package, SAGE STM Package, SAGE Psychology Collection

Appendix B:

Clause on "Deeply Discounted Print (DDP) Titles"

Clause on "APC Discounts"

- B) New provisions applicable between the parties with the regard to the SAGE HSS Package, SAGE STM Package, SAGE Psychology Collection
- 3.5 Archival/Backup Copy. Licensor shall provide to Licensee upon request, or Licensee may create, one (1) copy of the entire set of Licensed Materials to be maintained as a backup copy. In the event that the Agreement is terminated, or the Licensor no longer offers the Licensed Materials online, Participating Institutions may use the backup copy to exercise their rights under section XII, Perpetual Rights, of this Agreement. Licensor shall charge Licensee for the postage and time spent fulfilling any request made under this clause.

VII. 20 If any such withdrawal renders the Licensed Materials substantially less useful to Participating Institutions or their Authorized Users, Licensor shall reimburse Licensee for the withdrawal in an amount proportional to the total Fees owed by Licensee for the Licensed Materials under this Agreement. If any such withdrawal renders the Licensed Materials substantially less useful to Participating Institutions or their Authorized Users, Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions in Section XI, below.

C) Additional information on pricing and holdings maintenance:

Subject to the terms and conditions of this Agreement the Participating institutions are required to maintain their Existing Holdings to the individual journal subscriptions for the duration of this Agreement. The Participating institutions will renew their Existing Holdings at the list price in the given year either directly with SAGE customer services or through the agent of their choice.

As per the offer for the eligible participating institutions, this is to confirm that the content of the packages (i.e. SAGE Humanities and Social Science (HSS) Package, SAGE Science, Technology and Medicine (STM) Package, SAGE Psychology Collection) will be fixed on the 2018 title lists throughout the term of the agreement. No new titles will be added.

13. The Royal Society of Chemistry

Name of the Licensed Material: RSC Gold collection (without archive)

Publisher of the Licensed Material: Royal Society of Chemistry

Exceptions to the content of the Agreement:

The following clauses prevail:

Section IV

1.1

<u>Persons Affiliated with Participating Institutions.</u> Full and part time employees, faculty, staff and students of Participating Institutions on-site or remotely using secure authentication system implemented by the Licensee or Participating Institutions. For Participating Institutions, see Appendix B.

2.1

IP Addresses. Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by Licensee to Licensor. The use of proxy servers is authorized as long as any proxy server IP addresses provided limit remote or off-campus access to Authorized Users. Authorized IP Addresses are listed in Appendix C. An updated list will be sent to Licensor on an annual or as needed basis. Licensee and Licensor shall use reasonable efforts to cooperate in the implementation of new authentication protocols and procedures (such as Shibboleth) as they are developed during the term of this Agreement.

3.8

<u>Collections of Information</u>. Participating Institutions and 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. For avoidance of doubt permission should be sought from the Publisher to reproduce extracts and information contained in the Licensed Materials on public facing websites or in third-party publications.

3.12

<u>Scholarly Sharing.</u> On an ad hoc basis, Authorized Users may transmit to a third party in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use in the nature of collaboration, comment, or the 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 Licensor. All occurrences of article sharing should abide by the STM voluntary principles of article sharing (http://www.howcanishareit.com/).

3.13

<u>Text and Data Mining.</u> Licensor licenses Licensee, Participating Institutions and Authorized Users to download, extract and index information from the Licensed Materials and, where required, mount, load and integrate the results on a server used for the Licensee's or Participating Institution's text mining system and evaluate and interpret the text and data mining ("TDM") output for access and use by Authorized Users. Licensee ensures that all TDM is carried out under the other conditions of this Section IV with exception that the results from TDM may be published in a scholarly journal. TDM may be undertaken on either locally loaded Licensed Materials or as mutually agreed.

Section VII

2.

The Licensor is obliged acquaint the *Publisher* with the terms of this Agreement. Licensor is obliged to ensure that all the Licensors obligations under this Agreement shall be met and that any negotiation of the *Publisher* shall not prevent to fulfil of his obligation.

5.

<u>Discovery of Licensed Materials.</u> Licensor shall make reasonable effort to make the Licensed Materials available through Licensee's and/or Participating Institutions' Discovery Service System(s) for indexing and discovery purposes. Licensor shall use all reasonable efforts to provide to Licensee's and/or 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 Licensee, Participating Institutions and Authorized Users. Discovery Service Systems are defined as user interface and search systems for discovering and displaying content from local, database and web-based sources.

6.

Persistent Linking. Licensor will make reasonable effort to comply with the most current version of the OpenURL standard (ANSI/NISA Z39.88), and will provide a mechanism for persistent links to content. For avoidance of doubt Publisher does not support inbound links using the OpenURL standard (ANSI/NISA Z39.88), but does support inbound DOI links.

12.

Quality of Service. Licensor shall use reasonable efforts to ensure that the Publisher's server or servers have sufficient capacity and rate of connectivity to provide Participating Institutions and their Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in Participating Institutions locale. Licensor shall ensure that the Publisher shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month, excluding any planned maintenance, and excluding any third-party endeavours and force majeure events as defined in section XIX. Licensor shall ensure that Publisher may schedule brief unavailability periods provided (1) that Publisher will use commercially reasonable effort to give at least forty-eight (48) hour notice to Licensee, and (2) in ways and at times that minimize inconvenience to Participating Institutions and its Authorized Users, regardless of when notice has been given. Licensor's sole responsibility shall be to use its reasonable endeavours to restore access to Licensed Materials as soon as reasonably practicable and Licensor shall have no liability to Licensee, Participating Institutions for such interruption to access.

13.

<u>Problems with Licensed Materials.</u> If the Licensed Materials fail to operate, display, load, or render in conformance with the terms of this Agreement, Licensee shall immediately notify Licensor, and Licensor shall promptly use best efforts to restore access to the Licensed Materials as soon as possible. In the event that the non-conformity materially affects Participating Institutions' or Authorized Users' use of the Licensed Materials, Licensor shall use all reasonable efforts to ensure that the non-conformity is rectified as soon as possible.

16. - deleted

18.

Notification of Modifications of Licensed Materials. From time to time 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 Licensor shall use reasonable efforts to give notice of any such changes to Licensee as soon as is practicable, but in no event less than thirty (30) days in advance of modification. Such a notice may also be given directly by the Publisher to the Licensee. If any of the changes, modifications, or migrations renders the Licensed Materials substantially less useful to Participating Institutions or their Authorized Users, the Licensee may seek to terminate this Agreement for breach pursuant to the termination provisions of this Agreement in Section XI, below.

21.

Itemized Holdings/Title List. The Licensor will provide to the Licensee, prior to the beginning of the calendar year, current itemized holdings report that specifies the titles included in the Licensed Materials for the next subscription term. Licensor will use reasonable efforts to update itemized holdings reports as soon as is practicable when holdings information changes, and will provide this information in a timely manner to 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, Licensor shall use reasonable efforts to provide itemized holdings lists for the Licensed Materials in KBART-compliant format.

22.:

<u>Usage Statistics</u>. Licensor shall use reasonable efforts to provide Licensee and Participating Institutions with access to both composite system-wide use data and itemized data to the Licensee and Participating Institutions on a monthly basis. Statistics shall meet or exceed the most recent project Counting Online Usage of NeTworked Electronic Resources (COUNTER) Code of Practice Release, including but not limited to its provisions on customer confidentiality. When a release of a new COUNTER Codes of Practice is issued, Licensor shall use reasonable efforts that Publisher/s comply with the implementation time frame specified by COUNTER to provide use statistics in the new standard format. It is more than desirable that the Standardized Usage Statistics Harvesting Initiative (SUSHI) Protocol is available for the Licensee to harvest the statistics.

23.

Licensor shall not provide Licensee's usage statistics in any form to any third party without the Licensee's written authorization, unless the third party owns rights in the Licensed Materials. Licensor shall 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 written authorization, 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 laws. The Licensor shall not disclose or sell to other parties usage data or information about the Licensee, any Participating Institution or their Authorized Users without the Licensee's and/or Participating Institution's written permission or as required by law. For avoidance of doubt Licensor can provide usage data to the third-party organization processing the usage statistics on their behalf.

28.

<u>Branding.</u> If reasonably possible, Licensor is obliged to ensure that the Publisher will provide the Participating Institutions the option to brand the Publisher's Platform with the name of the Participating Institutions. For avoidance of doubt Publisher will not provide the Participating Institutions with the option to include a logo in the branding.

29.

MARC Records. When applicable to the Licensed Materials, at Licensee's request, Licensor shall provide full OCLC-quality batched sets of MARC records incorporating Licensee specifications at no additional cost by the date of the execution of this License 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 Publisher's online service. For avoidance of doubt Licensor only supplies MARC records for the volumes in the book series Issues in Environmental Science & Technology and does not supply MARC records for the other Licensed Materials.

30. - deleted

31. - deleted

Section VIII

2.

Protection from Unauthorized Use. Licensee and Participating Institutions will ensure that they restrict access to the Licensed Materials to Authorized Users.

Section XI

1.

Early Termination for Financial Hardship. The Licensee may terminate this Agreement without penalty after 31 December 2020 if sufficient content acquisitions funds are not allocated to enable the Licensee, in the exercise of its reasonable administrative discretion, to continue this Agreement. In the event of such financial circumstances, Licensee will notify Licensor of the intent to terminate the Agreement as soon as is reasonably possible, but in any case, not later than 20 January 2021 or any following year, and this transaction shall terminate on the last day of the subscription period for which payment has been made without penalty of expense to

the Licensee of any kind whatsoever. In the event of such termination the Licensee and Participating Institutions shall maintain its perpetual right (where applicable) to materials licensed under the subscription periods for which it has fully paid, subject to Section XII. In the event of early termination Licensee must provide proof of the financial circumstances.

Section XII

1.

Perpetual License. Notwithstanding anything else in the Agreement, Licensor grants to Licensee and Participating Institutions a nonexclusive, royalty-free, system-wide perpetual license limited to the territory of Czech Republic to use 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, which provisions shall survive any termination of this Agreement. The means by which Licensee and/or Participating Institutions shall have access to the PDF forms of such shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement. If the Licensor's means of access is not available, the Licensee and/or 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 its perpetual use rights.

- 2. deleted
- 4. deleted

Section XIII

1.

Licensor warrants that it has all necessary legal and equitable rights, permissions, and clearances to license the Licensed Materials to the Licensee and the Participating Institutions for the purposes and terms outlined in this Agreement, and as far as it is aware that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright or other rights of any third party. Licensor warrants that is authorized to fulfil any of his obligations set out in this Agreement and that this is ensured in the contract concluded with the Publisher.

2.

Accessibility Requirements. Licensor shall use all reasonable efforts to ensure that the Licensed Materials comply with Publishers country of origin laws and regulations, and conform to the accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.0 at level AA or Rules of accessible web creation based on Czech Republic Act. 365/2000 Coll. and Act. 81/2006 Coll. Licensor agrees to promptly respond to and resolve any complaint regarding accessibility of Licensed Materials.

Section XIV

1.

Notwithstanding anything else in this Agreement, neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, that arises from the use of the Licensed Materials, or the inability (means incompetence, not the possibility, availability to use Licensed materials) to use the Licensed Materials. In the event that The Licensee, the Participating Institutions and Authorized Users makes a claim against Licensor for whatever reason, Licensor's liability (if any) shall not exceed the price paid or to be paid by the The Licensee, the Participating Institutions and Authorized Users for the Licensed Materials. Under no circumstances shall Licensor be liable for any consequential, indirect or special losses howsoever arising or for any loss of profits, revenue, interest, goodwill, business and/or savings (whether direct or indirect).

Section XV

1.

This Section XV shall survive the termination of this Agreement. In the event that The Licensee, the Participating Institutions and Authorized Users makes a claim against Licensor for whatever reason, Licensor's liability (if any) shall not exceed the price paid or to be paid by the The Licensee, the Participating Institutions and Authorized Users for the Licensed Materials. Under no circumstances shall Licensor be liable for any consequential, indirect or special losses howsoever arising or for any loss of profits, revenue, interest, goodwill, business and/or savings (whether direct or indirect).

14. Thieme Publishing Group

Name of the Licensed Material: Thieme E-Book Library

Publisher of the Licensed Material: Georg Thieme Verlag KG

Exceptions to the content of the Agreement:

A) Contrary to the terms stipulated in the Clauses I-XXVII of the Standard License Agreement the contracting parties explicitly exclude the application of the following provisions of the Agreement with regards to the *Thieme E-Book Library*:

Excluded as listed below are:

IV. 3.5, IV. 3.6, IV. 3.14, VII. 16., VII. 31., XII. (all paragraphs 1-5)

For the avoidance of doubt, the Thieme Ebook Library (TEBL) under this Agreement is not licensed on a perpetual basis.

B) Contrary to the terms stipulated in the Clauses I-XXVII of the Standard License Agreement the contracting parties explicitly agree on the following terms replacing the respective sections of the Agreement:

Changed as follows:

Section I. Subject of the Agreement, Content of Licensed Materials; Grant of License

Par. 4. Grant of License. Licensor hereby grants to Licensee and Participating institutions a non-exclusive, non-transferable (except the sublicenses to Participating Institutions), system-wide right limited to the territory of Czech Republic. The Licensee is entitled to grant the sublicenses to Participating Institutions. The Licensor entitles Licensee to access and use the Licensed Materials, and to provide the Licensed Materials to Authorized Users (which are defined in Section IV below) of the Licensee and of the Participating Institutions (which are listed in the Appendix B) in accordance with the terms of this Agreement.

Section IV. Authorized Use of Licensed Materials

<u>Par. 2.2. Licensor-Administered Authentication.</u> Where Licensor provides alternative methods of access and authentication beyond the Licensee-administered methods described herein, e.g. by allowing users to establish a personal login from an on-campus

IP address (thereby enabling access via username and password when logging in to a vendor website) or device authentication, which affiliates the device or application by use of a token, cookie, or vendor-managed proxy prefix, Licensee nor any Participating institution will not be responsible nor liable for claims of breach or validity of such use except as provided for in Section VI, Paragraph 2.

- Par. 3. Authorized Uses. Licensee, Participating Institutions and Authorized Users may make all use of the Licensed Materials as is consistent with European copyright law and with these licensing conditions. In addition, the Licensed Materials may be used for non-commercial purposes of research, education or other non-commercial use as follows:
- Par. 3.2 Digital Copy. Licensee, and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials during the term of this Agreement.
- Par. 3.13 Text and Data Mining. Authorized Users may obtain a license on a case-by-case basis through the Copyright Clearance Center to engage in text and data mining activities using the Licensed Materials, i.e. to perform and engage in text and/or data mining activities for academic research, scholarship, and other educational purposes and to utilize and share the results of text and/or data mining in their scholarly work and make the results available for use by others.
- Par. 3.14. Interlibrary Loan. Licensee and the Participating Institutions may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan ("ILL") provided that they a) use the use the Ariel or a comparable software of at least equal standard for secure electronic transmission of Interlibrary Loan requests or b) obtain a specific case-by-case license from the Copyright Clearance Center' Get it Now service (http://www.copyright.com/rightsholders/get-it-now/)
- Par. 3.15. Bibliographic Citations. Licensee, the Participating Institutions and Authorized Users may use, with appropriate credit, brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly, and educational works. For the avoidance of doubt, 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.

Section VI Mutual Performance Obligations

Par. 2. In the case of unauthorized use which is causing serious and immediate material harm to the Licensor and/or Publisher, Licensor or 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 Publisher immediately notifies the Licensee of any such suspension, including the reason for the block and any supporting details. Such temporary suspensions will be of the shortest duration possible sufficient to terminate the alleged unauthorized activity and prevent its resumption. Any unauthorized use that is considered a breach of obligations under this Agreement shall be subject to Section XI, below, including the cure period.

Section VII Licensor Performance Obligations

- Par. 5. Discovery of Licensed Materials. Licensor shall make the Licensed Materials available through Licensee's and/or Participating Institutions' Discovery Service System(s) for indexing and discovery purposes. Licensor shall provide to Licensee's and/or Participating Institutions' discovery service vendors on an ongoing basis the citation and complete descriptive metadata (including all subject headings, abstracts, and keywords, if any), necessary to facilitate optimal discovery and accessibility of the content for the benefit of Licensee, Participating Institutions and Authorized Users. Discovery Service Systems are defined as user interface and search systems for discovering and displaying content from local, database and web-based sources.
- Par. 12. Quality of Service. Licensor shall use reasonable efforts to ensure that the Licensor's server or servers have sufficient capacity and rate of connectivity to provide the Licensee, Participating Institutions and their Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in the Licensee's and Participating Institutions locale. Licensor shall 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 includes periodic unavailability due to server maintenance; software installation or testing; loading or making available additional Licensed Materials as they become available; and unavailability because of service or equipment failure outside the control of Licensor (including problems with public or private telecommunications services, or Internet nodes or facilities). Publisher may schedule brief unavailability periods, but will use its best efforts to do so only where (1) it has given at least forty-eight (48) hour notice to Licensee, and (2) in ways and at times that minimize inconvenience to Participating Institutions and its Authorized Users, regardless of when notice has been given.
- Par. 26. Use of Digital Watermarking Technology. In the event that Licensor utilizes any type of watermarking technology for any element of the Licensed Materials, Licensor agrees that watermarks will not reduce readability of content and will not degrade

image quality. These watermarks shall not contain user-related information, including but not limited to an account number, IP address, and usernames, provided however that such watermarking may include the name of the institution from which the Licensed Material was downloaded. If digital watermarking technology is implemented, Licensor will notify Licensee at least thirty (30) days in advance of implementation, and Licensor will provide the technical specifications for the 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 the termination provisions of this Agreement in Section XI, below.

Section XVI. Assignment and Transfer

1. Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, except as otherwise provided in Section VII. Neither party to this Agreement may unreasonably withhold or delay such written consent, provided however that the Licensor may assign this Agreement without the permission of the Licensee in the event of a sale or transfer of all assets pertinent to this Agreement.

C) In addition to the terms stipulated in the Clauses I-XXVII of the Standard License Agreement the contracting parties explicitly agree on the following terms with regards to the *Thieme E-Book Library*

Section VI Mutual Performance Obligations

Par. 2 Licensee shall take all necessary measures to protect said copyright in all places where Licensee provides access to the Licensed Material, including any internet-based network or domain. Licensee shall, upon gaining knowledge of alleged rights infringements or at the Licensor's reasonable request, investigate alleged cases of misuse or infringement within the frame of this agreement, including but not limited to sharing of user credentials with non-authorized users or any other case of facilitating access to Publisher's server for non-authorized users. Licensee shall report to Licensor and respond to such cases by taking appropriate measures within 10 working days of receiving notice from Licensor or Publisher to terminate said misuse or infringement. In the case of Licensee's failure to respond to such incidents a surcharge on the License fee corresponding to the actual usage increase incurred will apply.

Par.3 A duty of care includes maintaining an appropriate standard of confidentiality. Authorized Users may not divulge, copy, release, sell, or loan any confidential information except as properly authorized by Licensor. Such information includes but is not limited to any password assigned to Authorized Users in the course of a registration process to access our online systems. In the event Licensee obtains knowledge of any unauthorized use of credentials Licensee will notify Licensor and Publisher providing as much information about the breach of security and unauthorized access as possible.

Par. 4. Remains in original wording.

Section XV. Indemnities

Par. 2. The Licensee shall indemnify and hold harmless the Licensor and Publisher for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, that arise from any third party claim that related to an Authorized User's use of the CzechELib or the point of access of a participating institution while accessing Licensed Materials. This Section XV Paragraph 2 shall survive the termination of this Agreement.





Appendix E: Payment Terms

- 1. The price for the Licensed Materials shall be paid on the Licensor's bank account as specified on the Licensor's invoices.
- 2. The price for the Licensed Materials shall be paid annually for each commenced calendar year of the duration of the Agreement in the amount set forth therein. The parties expressly state that the price for the year 2018 shall be paid in the whole amount, regardless of the beginning of the Agreements' effectiveness.
- 3. All the prices under this Agreement are set forth as final, unchangeable and maximum allowable.
- 4. The value added tax shall be added to all the prices under this Agreement in the value prescribed by the law.
- 5. The price for each commenced calendar year of the duration of the Agreement shall be paid in two part payments with the following maturity:
 - a. Max 50% on 20 February of the given year for which the Licensed Materials are paid with the exception of the first year of the Agreement, where it is on 20th day of the month following after the Effective date (maturity of the first part payment);
 - b. Max 50% on 30 April of the given year for which the Licensed Materials are paid (maturity of the second part payment) with the exception of the first year of the Agreement, where it is on 30 June;
 - c. The abovementioned maturities are applicable only if the invoice (all the invoices) is delivered to the Licensee up to 15 days before the stated maturity of the first part payment with the exception of the first year of the Agreement, where it is up to 10 days before the stated maturity of the first part payment;
 - d. If the invoice is delivered later, at least by the 15 days prior to the due date of the second part payment, i.e. in the term beginning from 1 March to 15 April of the given year, the due date of the first part payment shall be within 15 days from the date of the provable invoice delivery. The maturity of the second part payment remains unaffected;
 - e. If the invoice is delivered later, the due date of both part payments shall be within 15 days of the provable invoice delivery date with the exception of the first year of the Agreement, where it shall be within 10 days of the provable invoice delivery date.
- 6. The invoice shall be issued in the currency specified in the Agreement. In the event that there are multiple currencies specified in the Agreement for each Licensed Materials, the Licensor shall issue at least the number of invoices corresponding to the number of currencies. The foreign currency on the invoice(s) shall also be converted into Czech crowns according to the Czech National Bank exchange rate (www.cnb.cz) on the date of the taxable transaction. In the case of invoice (s) in foreign currency, the supplier shall indicate on the invoice (s) outside the cost in foreign currency also the cost converted to Czech crowns











- according to the rate of the Czech National Bank on the date of invoice issuance, in the case of invoicing VAT 21%, the conversion shall be carried out also for VAT.
- 7. Invoice the tax document shall contain all the requisites of the tax document. The invoice shall contain all the requisites set forth in the Act No. 89/2012 Coll., The Civil Code, as amended and Act No. 235/2004 Coll., VAT Act, as amended. The invoice shall be delivered to the Licensee either originally or electronically to the e-mail address faktury@techlib.cz. The invoice shall include summary of all the Licensed Materials pursuant to the Agreement. The invoice shall also be labeled "IPS CzechELIb, reg. č. CZ.02.1.01/0.0/0.0/16_040/0003542".
- 8. If the invoice does not contain the requisites set forth in this Agreement or these are incorrect or incomplete, the Licensee is entitled to return such invoice to the Licensor for completion/correction. In such case, the term of payment shall be interrupted and the new term of payment shall run from the provable invoice delivery date to the Licensee and pursuant to the rules set forth above. The procedure under the previous sentence may also be repeated. 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 obligation associated with performance under this Agreement shall be understood as the moment of debiting the full amount from the bank account of the other party.
- 10. The Licensor is not entitled to require any advance payments under this Agreement.
- 11. The Licensor declares that 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 Licensor is an unreliable VAT payer, the Licensor undertakes to notify such fact to the Licensee in writing without undue delay.
- 12. The Licensor further declares that he fulfills all the conditions set forth in the Section 109 of the VAT Act, i.e. that he 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 Licensor undertakes that if there is a threat or even a breach of any Licensor's obligation that could lead to the liability of the Licensor for an unpaid tax, he shall notify such fact in writing to the Licensee without undue delay.
- 13. Any payments made under this Agreement in favor of the Licensor shall be made to the Licensor's bank accounts, which is registered with the tax authority within the meaning of the Section 109 of the VAT Act, which the Licensor confirms. In the event that the Licensor becomes an unreliable VAT payer under the preceding paragraphs or there is a threat that the Licensor becoming an unreliable VAT payer under the preceding paragraphs, or the Licensor's account shall not be registered with the tax administrator, the Licensor expressly agrees that the VAT from the price under this Agreement shall be paid directly to the tax administrator's account in accordance with the binding legislation.
- 14. The Licensor takes on the risk of a change in circumstances under the Section 1765 (1) of the Act No. 89/2012 Coll., The Civil Code, as amended.





Appendix F: Journal lists

This Appendix contains title lists of journals collections of relevant Licensed Material.

1. <u>Cambridge University Press</u>

Licensed Material: Full Collection

Title	pISSN	eISSN
Acta Neuropsychiatrica	0924-2708	1601-5215
Acta Numerica	0962-4929	1474-0508
Advances in Animal Biosciences	2040-4700	2040-4719
Advances in Applied Probability	0001-8678	1475-6064
Advances in Archaeological Practice		2326-3768
Africa	0001-9720	1750-0184
African Studies Review	0002-0206	1555-2462
Ageing & Society	0144-686X	1469-1779
Agricultural and Resource Economics Review	1068-2805	2372-2614
AI EDAM	0890-0604	1469-1760
AJIL Unbound		2398-7723
AJS Review	0364-0094	1475-4541
American Antiquity	0002-7316	2325-5064
American Journal of International Law	0002-9300	2161-7953
American Political Science Review	0003-0554	1537-5943
Americas	0003-1615	1533-6247
Anatolian Studies	0066-1546	2048-0849
Ancient Mesoamerica	0956-5361	1469-1787
Anglo-Saxon England	0263-6751	1474-0532
animal	1751-7311	1751-732X
Animal Health Research Reviews	1466-2523	1475-2654
Annales. Histoire, Sciences Sociales	0395-2649	1953-8146
Annals of Actuarial Science	1748-4995	1748-5002
Annals of Glaciology	0260-3055	1727-5644
Annual of the British School at Athens	0068-2454	2045-2403
Annual Review of Applied Linguistics	0267-1905	1471-6356
Antarctic Science	0954-1020	1365-2079

Antichthon	0066-4774	2056-8819
Antiquaries Journal	0003-5815	1758-5309
Antiquity	0003-598X	1745-1744
ANZIAM Journal	1446-1811	1446-8735
Applied Psycholinguistics	0142-7164	1469-1817
APSIPA Transactions on Signal and Information		
Processing	2048-7703	2048-7703
Arabic Sciences and Philosophy	0957-4239	1474-0524
Archaeological Dialogues	1380-2038	1478-2294
Archaeological Reports	0570-6084	2041-4102
Architectural History	0066-622X	2059-5670
arq: Architectural Research Quarterly	1359-1355	1474-0516
Art Libraries Journal	0307-4722	2059-7525
Asian Journal of Comparative Law	2194-6078	1932-0205
Asian Journal of International Law	2044-2513	2044-2521
Asian Journal of Law and Society	2052-9015	2052-9023
ASTIN Bulletin: The Journal of the IAA	0515-0361	1783-1350
Australasian Journal of Special and Inclusive		
Education	2515-0731	2515-074X
Australian Journal of Environmental Education	0814-0626	2049-775X
Australian Journal of Indigenous Education	1326-0111	2049-7784
Australian Journal of Rehabilitation Counselling	1323-8922	1838-6059
Austrian History Yearbook	0067-2378	1558-5255
Behavioral and Brain Sciences	0140-525X	1469-1825
Behaviour Change	0813-4839	2049-7768
Behavioural and Cognitive Psychotherapy	1352-4658	1469-1833
Bilingualism: Language and Cognition	1366-7289	1469-1841
Bird Conservation International	0959-2709	1474-0001

	2058-850X	2056-354X
	2056-4678	2056-4686
	2056-4694	2056-4708
•	2056-4740	2058-6264
BJPsych Open		2056-4724
Brain Impairment	1443-9646	1839-5252
	0068-113X	1753-5352
British Actuarial Journal	1357-3217	2044-0456
British Catholic History	2055-7973	2055-7981
British Journal for the History of Science	0007-0874	1474-001X
British Journal of Music Education	0265-0517	1469-2104
British Journal of Nutrition	0007-1145	1475-2662
British Journal of Political Science	0007-1234	1469-2112
	0007-1250	1472-1465
	0007-4853	1475-2670
	1079-8986	1943-5894
	0004-9727	1755-1633
Bulletin of the School of Oriental and African	0001 3727	1733 1033
	0041-977X	1474-0699
	2057-0198	2057-0201
Business and Politics		1469-3569
	1052-150X	2153-3326
	0007-6805	2044-768X
Byzantine and Modern Greek Studies	0307-0131	1749-625X
Cambridge Archaeological Journal	0959-7743	1474-0540
	1750-2705	2047-993X
Cambridge Journal of Postcolonial Literary		
Inquiry	2052-2614	2052-2622
Cambridge Law Journal	0008-1973	1469-2139
Cambridge Opera Journal	0954-5867	1474-0621
Cambridge Quarterly of Healthcare Ethics	0963-1801	1469-2147
	1528-8870	2049-7636
	0008-347X	1918-3240
Canadian Journal of Emergency Medicine		1481-8035
	0841-8209	2056-4260
Canadian Journal of Law & Society / La Revue		
	0829-3201	1911-0227
Canadian Journal of Linguistics/Revue		
	0008-4131	1710-1115
Canadian Journal of Neurological Sciences	0317-1671	2057-0155
Canadian Journal of Political Science/Revue		
	0008-4239	1744-9324
Canadian Journal on Aging / La Revue		
canadienne du vieillissement	0714-9808	1710-1107

Canadian Yearbook of International Law /		
Annuaire canadien de droit international	0069-0058	1925-0169
Cardiology in the Young	1047-9511	1467-1107
Central European History	0008-9389	1569-1616
Children Australia	1035-0772	2049-7776
China Quarterly	0305-7410	1468-2648
Church History	0009-6407	1755-2613
Classical Quarterly	0009-8388	1471-6844
Classical Review	0009-840X	1464-3561
Clay Minerals	0009-8558	1471-8030
CNS Spectrums	1092-8529	2165-6509
Cognitive Behaviour Therapist		1754-470X
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The Mathematical Gazette	0025-5572	2056-6328
The Spanish Journal of Psychology	1138-7416	1988-2904
Theory and Practice of Logic Programming	1471-0684	1475-3081
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Annales. Histoire, Sciences Sociales	0395-2649	1953-8146

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Asian Journal of Comparative Law	2194-6078	1932-0205
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Business History Review	0007-6805	2044-768X
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Cambridge Classical Journal	1750-2705	2047-993X
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Inquiry	2052-2614	2052-2622
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Biomedical Physics & Engineering Express	2057-1976	Electronic only	2015	2018
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Chinese Physics Letters	1741-3540	0256-307X	1984	2018
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Formerly: Russian Academy of Sciences: Izvestiya Mathematics	-	1064-5632	1993	1995
Formerly: Mathematics of the USSR – Izvestiya	-	0025-5726	1967	1992
Japanese Journal of Applied Physics	1347-4065	0021-4922	1962	2018
Journal of Breath Research	1752-7163	1752-7155	2007	2018
Journal of Cosmology and Astroparticle Physics	1475-7516	Electronic only	2003	2018
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Journal of Micromechanics and	1361-6439	0960-1317	1991	2018

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Materials Research Express	2053-1591	Electronic only	2014	2018
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Physica Scripta	1402-4896	0031-8949	1970	2018
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Formerly: Review of Physics in Technology (1970 – 1972)	-	0034-6683	1970	1972
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Physics Bulletin		0031-9112	1950	1988
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Journal of the IMA	0268-3679	1471-6976
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British Medical Bulletin	0007-1420	1471-8391
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Annals of Work Exposures and Health	0003-4878	1475-3162
Annals of Botany	0305-7364	1095-8290
Annals of Oncology	0923-7534	1569-8041
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The Journal of Biochemistry	0021-924X	1756-2651
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and Measurements	1473-6691	1742-3422
European Heart Journal	0195-668X	1522-9645
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Schizophrenia Bulletin	0586-7614	1745-1701
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EP Europace	1099-5129	1532-2092
Briefings in Functional Genomics	2041-2649	2041-2657
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Systematic Biology	1063-5157	1076-836X
Acta Biochimica et Biophysica Sinica	1672-9145	1745-7270
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Social Work Research	1070-5309	1545-6838
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American Journal of Hypertension	0895-7061	1941-7225
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European Heart Journal - Cardiovascular Pharmacotherapy	2055-6837	2055-6845
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The Journal of Biochemistry	0021-924X	1756-2651
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Environmental History	1084-5453	1930-8892
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Poultry Science	0032-5791	1525-3171
The Journal of Applied Poultry Research	1056-6171	1537-0437
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Journal of Medical Entomology	0022-2585	1938-2928
American Journal of Clinical Pathology	0002-9173	1943-7722
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Biology of Reproduction	0006-3363	1529-7268
Biological Journal of the Linnean Society	0024-4066	1095-8312
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Australian Journal of Career Development	1038-4162	2200-6974
Australian Journal of Education	0004-9441	2050-5884
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Beyond Behavior	10742956	21635323
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Bulletin of Science, Technology & Society	0270-4676	1552-4183
Business & Society	0007-6503	1552-4205
Business and Professional Communication Quarterly	2329-4906	1552-4191
Business Information Review	0266-3821	1741-6450
Business Perspectives & Research	2278-5337	2394-9937
Cahiers Élisabéthains	0184-7678	2054-4715
Calcutta Statistical Association Bulletin	0008-0683	24566462
California Management Review	00081256	21628564
Canadian Journal of School Psychology	0829-5735	2154-3984
Capital & Class	0309-8168	2041-0980

Individuals	0885-7288	2165-1442
Child Language Teaching and Therapy	0265-6590	1477-0865
Child Maltreatment	1077-5595	1552-6119
Childhood	0907-5682	1461-7013
China Information	0920-203X	1741-590X
China Report	0009-4455	0973-063X
Chinese Journal of Sociology	2057-150X	2057-1518
Chinese Sociological Dialogue	2397-2009	2397-2017
Christianity & Literature	0148-3331	2056-5666
Citizenship, Social and Economics Education	2047-1734	2047-1734
Clinical Case Studies	1534-6501	1552-3802
Clinical Child Psychology and Psychiatry	1359-1045	1461-7021
Clinical Ethics	1477-7509	1758-101X
Clinical Psychological Science	2167-7026	2167-7034
Clinical Risk	1356-2622	1758-1028
Clothing and Textiles Research Journal	0887-302X	1940-2473
Common Law World Review	1473-7795	1740-5556
Communication & the Public	2057-0473	2057-0481
Communication and Sport	2167-4795	2167-4809
Communication Disorders Quarterly	1525-7401	1538-4837
Communication Research	0093-6502	1552-3810
Community College Review	0091-5521	1940-2325
Comparative Political Studies	0010-4140	1552-3829
Compensation & Benefits Review	0886-3687	1552-3837
Competition & Change	1024-5294	1477-2221
Competition and Regulation in Network Industries	17835917	23992956
Conflict Management and Peace Science	0738-8942	1549-9219
Contemporary Drug Problems	0091-4509	2055-1029
Contemporary Education Dialogue	0973-1849	2249-5320
Contemporary Issues in Early Childhood	1463-9491	1463-9491
Contemporary Review of the Middle East	2347-7989	2349-0055
Contemporary Sociology: A Journal of Reviews	0094-3061	1939-8638
Contemporary Voice of Dalit	2455-328X	2456-0502
Contexts	1536-5042	1537-6052
Contributions to Indian Sociology	0069-9667	0973-0648
Convergence	1354-8565	1748-7382
Cooperation and Conflict	0010-8367	1460-3691
Cornell Hospitality Quarterly	1938-9655	1938-9663
Counseling Psychologist, The	0011-0000	1552-3861
Crime & Delinguency	0011-1287	1552-387X
Crime, Media, Culture	1741-6590	1741-6604
Criminal Justice and Behavior	0093-8548	1552-3594

Criminal Justice Policy Review	0887-4034	1552-3586
Criminal Justice Review	0734-0168	1556-3839
Criminology & Criminal Justice	1748-8958	1748-8966
Critical Research on Religion	2050-3032	2050-3040
Critical Social Policy	0261-0183	1461-703X
Critical Sociology	0896-9205	1569-1632
Critical Studies in Television	1749-6020	1749-6039
Critique of Anthropology	0308-275X	1460-3721
Cross-Cultural Research	1069-3971	1552-3578
Cultural Dynamics	0921-3740	1461-7048
Cultural Geographies	1474-4740	1477-0881
Cultural Sociology	1749-9755	1749-9763
Cultural Studies <=> Critical Methodologies	1532-7086	1552-356X
Culture & Psychology	1354-067X	1461-7056
Current Directions in Psychological Science	0963-7214	1467-8721
Current Sociology	0011-3921	1461-7064
Currents in Biblical Research	1476-993X	1745-5200
Dementia	1471-3012	1741-2684
Dialogues in Human Geography	2043-8206	2043-8214
Digital Health (OA)	2055-2076	2055-2076
Diogenes	0392-1921	1467-7695
Discourse & Communication	1750-4813	1750-4821
Discourse & Society	0957-9265	1460-3624
Discourse Studies	1461-4456	1461-7080
Drug Science, Policy and Law	2050-3245	2050-3245
East European Politics and Societies	0888-3254	1533-8371
Economic and Industrial Democracy	0143-831X	1461-7099
Economic and Labour Relations Review, The	1035-3046	1838-2673
Economic Development Quarterly	0891-2424	1552-3543
Education and Urban Society	0013-1245	1552-3535
Education Citizenship and Social Justice	1746-1979	1746-1987
Educational Administration Quarterly	0013-161X	1552-3519
Educational and Psychological Measurement	0013-1644	1552-3888
Educational Evaluation and Policy Analysis	0162-3737	1935-1062
Educational Management Administration & Leadership	1741-1432	1741-1440
Educational Policy	0895-9048	1552-3896
Educational Researcher	0013-189X	1935-102X
E-Learning and Digital Media	2042-7530	2042-7530
Electronic News	1931-244X	1931-244X
Emerging Adulthood	2167-6968	2167-6984
Emerging Economy Studies	2394-9015	2454-2148
Emotion Review	1754-0739	1754-0747
Empirical Studies of the Arts	0276-2374	2041-6695

Energy & Environment	0958-305X	2048-4070
Entrepreneurship Education and Pedagogy	25151274	25151274
Entrepreneurship Theory and Practice	1042-2587	1540-6520
Environment and Behavior	0013-9165	1552-390X
Environment and Planning A	0308-518X	1472-3409
Environment and Planning B: Planning and Design	0265-8135	1472-3417
Environment and Planning C: Politics and Space	2399-6544	2399-6552
Environment and Planning D: Society and Space	0263-7758	1472-3433
Environment and Planning E: Nature and Space	2514-8486	2514-8494
Environment and Urbanization	0956-2478	1746-0301
Environment and Urbanization Asia	0975-4253	0976-3546
Environmental Law Review	1461-4529	1740-5564
Ergonomics in Design: The Quarterly of Human Factors		
Applications	1064-8046	2169-5083
Ethnicities	1468-7968	1741-2706
Ethnography	1466-1381	1741-2714
European Educational Research Journal	1474-9041	1474-9041
European History Quarterly	0265-6914	1461-7110
European Journal of Communication	0267-3231	1460-3705
European Journal of Criminology	1477-3708	1741-2609
European Journal of Cultural Studies	1367-5494	1460-3551
European Journal of Industrial Relations	0959-6801	1461-7129
European Journal of International Relations	1354-0661	1460-3713
European Journal of Political Theory	1474-8851	1741-2730
European Journal of Probation	2066-2203	2066-2203
European Journal of Social Security	13882627	23992948
European Journal of Social Theory	1368-4310	1461-7137
European Journal of Women's Studies	1350-5068	1461-7420
European Labour Law Journal	20319525	23995556
European Physical Education Review	1356-336X	1741-2749
European Union Politics	1465-1165	1741-2757
European Urban and Regional Studies	0969-7764	1461-7145
European View		1865-5831
Evaluation	1356-3890	1461-7153
Evaluation & the Health Professions	0163-2787	1552-3918
Evaluation Review	0193-841X	1552-3926
Evolutionary Psychology (OA)	1474-7049	1474-7049
Exceptional Children	0014-4029	2163-5560
Expository Times	0014-5246	1745-5308
Families in Society	1044-3894	1945-1350
Family Business Review	0894-4865	1741-6248
Family Journal, The	1066-4807	1552-3950
Feminism & Psychology	0959-3535	1461-7161

Feminist Criminology	1557-0851	1557-086X
Feminist Theology	0966-7350	1745-5189
Feminist Theory	1464-7001	1741-2773
Field Methods	1525-822X	1552-3969
First Language	0142-7237	1740-2344
Focus on Autism and Other Developmental Disabilities	1088-3576	1538-4829
Foreign Trade Review	0015-7325	0971-7633
Forum Italicum	0014-5858	2168-989X
French Cultural Studies	0957-1558	1740-2352
Games and Culture	1555-4120	1555-4139
Gender & Society	0891-2432	1552-3977
General Music Today	1048-3713	1931-3756
German Journal of Human Resource Management	2227 2222	2007 2000
(Zeitschrift für Personalforschun)	2397-0022	2397-0030
Gerontology and Gereatric Medicine (OA)	2333-7214	2333-7214
Gifted Child Quarterly	0016-9862	1934-9041
Gifted Child Today	1076-2175	2162-951X
Gifted Education International	0261-4294	2047-9077
Global Business Review	0972-1509	0973-0664
Global Health Promotion	1757-9759	1757-9767
Global Journal of Emerging Market Economies	0974-9101	0975-2730
Global Media and China	2059-4364	2059-4372
Global Media and Communication	1742-7665	1742-7673
Global Social Policy	1468-0181	1741-2803
Global Studies of Childhood	2043-6106	2043-6106
Group & Organization Management	1059-6011	1552-3993
Group Analysis	0533-3164	1461-717X
Group Processes & Intergroup Relations	1368-4302	1461-7188
Health Education & Behavior	1090-1981	1552-6127
Health Education Journal	0017-8969	1748-8176
Health Informatics Journal	1460-4582	1741-2811
Health Information Management Journal	1833-3583	1833-3575
Health Promotion Practice	1524-8399	1552-6372
Health: An Interdisciplinary Journal	1363-4593	1461-7196
Healthcare Management Forum	0840-4704	2352-3883
HERD: Health Environments Research & Design Journal	1937-5867	2055-6683
Higher Education for the Future	2347-6311	2348-5779
Hispanic Journal of Behavioral Sciences	0739-9863	1552-6364
History and Sociology of South Asia	2230-8075	2249-5312
History of Psychiatry	0957-154X	1740-2360
History of Science	0073-2753	1753-8564
History of the Human Sciences	0952-6951	1461-720X
Holocene, The	0959-6836	1477-0911

Homicide Studies	1088-7679	1552-6720
Human Factors	0018-7208	1547-8181
Human Relations	0018-7267	1741-282X
Human Resource Development Review	1534-4843	1552-6712
Humanity & Society	0160-5976	2372-9708
IFLA Journal	0340-0352	1745-2651
IIM Kozhikode Society & Management Review	2277-9752	2321-029X
Illness, Crisis & Loss	1054-1373	1552-6968
ILR Review	0019-7939	2162-271X
Imagination, Cognition and Personality	0276-2366	1541-4477
Improving Schools	1365-4802	1475-7583
Index on Censorship	0306-4220	1746-6067
India Quarterly: A Journal of International Affairs	0974-9284	0975-2684
Indian Economic and Social History Review	0019-4646	0973-0893
Indian Historical Review, The	0376-9836	0975-5977
Indian Journal of Corporate Governance	0974-6862	2454-2482
Indian Journal of Gender Studies	0971-5215	0973-0672
Indian Journal of Human Development	0973-7030	2456480X
Indian Journal of Public Administration	00195561	
Industry & Higher Education	0950-4222	2043-6858
Information Development	0266-6669	1741-6469
Information Visualization	1473-8716	1473-8724
InnovAiT	1755-7380	1755-7399
INQUIRY: The Journal of Health Care Organization,		
Provision, and Financing	1945-7243	0046-9580
Insight on Africa	0975-0878	0976-3465
International Area Studies Review	2233-8659	2049-1123
International Bulletin of Mission Research	2396-9393	2396-9407
International Communication Gazette	1748-0485	1748-0493
International Criminal Justice Review	1057-5677	1556-3855
International Journal of Behavioral Development	0165-0254	1464-0651
International Journal of Bilingualism	1367-0069	1756-6878
International Journal of Business Communication	2329-4884	1552-4582
International Journal of Christianity & Education	2056-9971	2056-998X
International Journal of Comparative Sociology	0020-7152	1745-2554
International Journal of Cross Cultural Management	1470-5958	1741-2838
International Journal of Cultural Studies	1367-8779	1460-356X
International Journal Of Discrimination And The Law	1358-2291	2047-9468
International Journal of Evidence and Proof	1365-7127	1740-5572
International Journal of Health Services	0020-7314	1541-4469
International Journal of Maritime History	0843-8714	2052-7756
International Journal of Market Research	1470-7853	2515-2173
International Journal of Music Education	0255-7614	1744-795X

International Journal of Offender Therapy and Comparative	I	1 1
Criminology	0306-624X	1552-6933
International Journal of Police Science and Management	1461-3557	1478-1603
International Journal of Press/Politics, The	1940-1612	1940-1620
International Journal of Qualitative Methods	1609-4069	1609-4069
International Journal of Rural Management	0973-0052	0973-0680
International Journal of Social Psychiatry	0020-7640	1741-2854
International Journal of Sports Science & Coaching	1747-9541	2048-397X
International Journal: Canada's Journal of Global Policy		
Analysis	0020-7020	2052-465X
International Migration Review		
International Political Science Abstracts / Documentation	0000 0045	4754 0000
Politique Internationale International Political Science Review/ Revue internationale	0020-8345	1751-9292
de science politique	0192-5121	1460-373X
International Quarterly of Community Health Education	0272-684X	1541-3519
International Regional Science Review	0160-0176	1552-6925
International Relations	0047-1178	1741-2862
International Review for the Sociology of Sport	1012-6902	1461-7218
International Review of Administrative Sciences	0020-8523	1461-7226
International Review Of Victimology	0269-7580	2047-9433
International Small Business Journal	0266-2426	1741-2870
International Social Work	0020-8728	1461-7234
International Sociology	0268-5809	1461-7242
International Studies	0020-8817	0973-0702
Interpretation	0020-9643	2159-340X
Intervention in School and Clinic	1053-4512	1538-4810
iPerception (OA)	2041-6695	2041-6695
Irish Economic and Social History	0332-4893	2050-4918
Irish Journal of Sociology	0791-6035	2050-5280
Irish Theological Quarterly	0021-1400	1752-4989
Jadavpur Journal of International Relations	0973-5984	2349-0047
Jindal Journal of Business Research	2278-6821	2321-0311
Journal for the Education of the Gifted	0162-3532	2162-9501
Journal for the History of Astronomy	0021-8286	1753-8556
Journal for the Study of the New Testament	0142-064X	1745-5294
Journal for the Study of the Old Testament	0309-0892	1476-6728
Journal for the Study of the Pseudepigrapha	0951-8207	1745-5286
Journal of Accounting, Auditing & Finance	0148-558X	2160-4061
Journal of Adolescent Research	0743-5584	1552-6895
Journal of Adult and Continuing Education	1477-9714	1479-7194
Journal of Advanced Academics	1932-202X	2162-9536
Journal of Aging and Health	0898-2643	1552-6887

Journal of Applied Behavioral Science, The	0021-8863	1552-6879
Journal of Applied Gerontology	0733-4648	1552-4523
Journal of Applied Social Science	1936-7244	1937-0245
Journal of Asian and African Studies	0021-9096	1745-2538
Journal of Asian Security and International Affairs	2347-9970	2349-0039
Journal of Attention Disorders	1087-0547	1557-1246
Journal of Black Psychology	0095-7984	1552-4558
Journal of Black Studies	0021-9347	1552-4566
Journal of Business and Technical Communication	1050-6519	1552-4574
Journal of Career Assessment	1069-0727	1552-4590
Journal of Career Development	0894-8453	1556-0856
Journal of Cases in Educational Leadership	1555-4589	1555-4589
Journal of Child Health Care	1367-4935	1741-2889
Journal of Chinese Writing Systems	25138502	25138510
Journal of Classical Sociology	1468-795X	1741-2897
Journal of Cognitive Engineering and Decision Making	1555-3434	2169-5032
Journal of College Student Retention: Research, Theory &		
Practice	1521-0251	1541-4167
Journal of Commonwealth Literature, The	0021-9894	1741-6442
Journal of Communication Inquiry	0196-8599	1552-4612
Journal of Conflict Resolution	0022-0027	1552-8766
Journal of Consumer Culture	1469-5405	1741-2900
Journal of Contemporary Criminal Justice	1043-9862	1552-5406
Journal of Contemporary Ethnography	0891-2416	1552-5414
Journal of Contemporary History	0022-0094	1461-7250
Journal of Creating Value	2394-9643	2454-213X
Journal of Creative Communications	0973-2586	0973-2594
Journal of Criminal Law	0022-0183	1740-5580
Journal of Cross-Cultural Psychology	0022-0221	1552-5422
Journal of Developing Societies	0169-796X	1745-2546
Journal of Development Policy and Practice	2455-1333	2455-4953
Journal of Disability Policy Studies	1044-2073	1538-4802
Journal of Drug Education: Substance Abuse Research and		
Prevention	0047-2379	1541-4159
Journal of Early Adolescence, The	0272-4316	1552-5449
Journal of Early Childhood Literacy	1468-7984	1741-2919
Journal of Early Childhood Research	1476-718X	1741-2927
Journal of Early Intervention	1053-8151	2154-3992
Journal of Education	0022-0574	
Journal of Education for Sustainable Development	0973-4082	0973-4074
Journal of Educational and Behavioral Statistics	1076-9986	1935-1054
Journal of Educational Computing Research	0735-6331	1541-4140
Journal of Educational Technology Systems	0047-2395	1541-3810

Journal of Emerging Market Finance	0972-6527	0973-0710
Journal of Emotional and Behavioral Disorders	1063-4266	1538-4799
Journal of Empirical Research on Human Research Ethics	1556-2646	1556-2654
Journal of English Linguistics	0075-4242	1552-5457
Journal of Entrepreneurship	0971-3557	0973-0745
Journal of Entrepreneurship and Innovation in Emerging		00.00.00
Economies	2393-9575	2394-9945
Journal of Environment & Development, The	1070-4965	1552-5465
Journal of European Social Policy	0958-9287	1461-7269
Journal of European Studies	0047-2441	1740-2379
Journal of Experiential Education	1053-8259	2169-009X
Journal of Family History	0363-1990	1552-5473
Journal of Family Issues	0192-513X	1552-5481
Journal of General Management	03063070	17596106
Journal of Generic Medicines	1741-1343	1741-7090
Journal of Health and Social Behavior	0022-1465	2150-6000
Journal of Health Management	0972-0634	0973-0729
Journal of Health Psychology	1359-1053	1461-7277
Journal of Heritage Management	2455-9296	24564796
Journal of Hispanic Higher Education	1538-1927	1552-5716
Journal of Historical Research in Music Education	1536-6006	2328-2525
Journal of Hospitality & Tourism Research	1096-3480	1557-7554
Journal of Human Values	0971-6858	0973-0737
Journal of Humanistic Psychology	0022-1678	1552-650X
Journal of Industrial Relations	0022-1856	1472-9296
Journal of Information Science	0165-5515	1741-6485
Journal of Infrastructure Development	0974-9306	0975-5969
Journal of Interdisciplinary Economics	0260-1079	2321-5305
Journal of International Political Theory	1755-0882	1755-1722
Journal of Interpersonal Violence	0886-2605	1552-6518
Journal of Land and Rural Studies	2321-0249	2321-7464
Journal of Language and Social Psychology	0261-927X	1552-6526
Journal of Law, Medicine & Ethics	1073-1105	1748-720X
Journal of Leadership & Organizational Studies	1548-0518	1939-7089
Journal of Learning Disabilities	0022-2194	1538-4780
Journal of Librarianship and Information Science	0961-0006	1741-6477
Journal of Literacy Research	1086-296X	1554-8430
Journal of Macromarketing	0276-1467	1552-6534
Journal of Management	0149-2063	1557-1211
Journal of Management Education	1052-5629	1552-6658
Journal of Management Inquiry	1056-4926	1552-6542
Journal of Marketing Education	0273-4753	1552-6550
Journal of Material Culture	1359-1835	1460-3586

Journal of Medical Marketing	1745-7904	1745-7912
Journal of Migration and Human Security		2330-2488
Journal of Mixed Methods Research	1558-6898	1558-6901
Journal of Music Teacher Education	1057-0837	1945-0079
Journal of Pastoral Care & Counseling	1542-3050	2167-776X
Journal of Peace Research	0022-3433	1460-3578
Journal of Planning Education and Research	0739-456X	1552-6577
Journal of Planning History	1538-5132	1552-6585
Journal of Planning Literature	0885-4122	1552-6593
Journal of Positive Behavior Interventions	1098-3007	1538-4772
Journal of Psychoeducational Assessment	0734-2829	1557-5144
Journal of Research in Crime and Delinquency	0022-4278	1552-731X
Journal of Research in International Education	1475-2409	1741-2943
Journal of Research in Music Education	0022-4294	1945-0095
Journal of Research in Nursing	1744-9871	1744-988X
Journal of Research on Leadership Education	1942-7751	1942-7751
Journal of Service Research	1094-6705	1552-7379
Journal of Social and Personal Relationships	0265-4075	1460-3608
Journal of Social Archaeology	1469-6053	1741-2951
Journal of Social Work	1468-0173	1741-296X
Journal of Sociology	1440-7833	1741-2978
Journal of South Asian Development	0973-1741	0973-1733
Journal of Special Education Technology	0162-6434	2381-3121
Journal of Special Education, The	0022-4669	1538-4764
Journal of Sport and Social Issues	0193-7235	1552-7638
Journal of Sports Economics	1527-0025	1552-7794
Journal of Strategic Contracting and Negotiation	2055-5636	2055-5644
Journal of Studies in International Education	1028-3153	1552-7808
Journal of Teacher Education	0022-4871	1552-7816
Journal of Technical Writing and Communication	0047-2816	1541-3780
Journal of the American Psychoanalytic Association	0003-0651	1941-2460
Journal of Theoretical Politics	0951-6298	1460-3667
Journal of Transformative Education	1541-3446	1552-7840
Journal of Transport History	0022-5266	1759-3999
Journal of Travel Research	0047-2875	1552-6763
Journal of Urban History	0096-1442	1552-6771
Journal of Vacation Marketing	1356-7667	1479-1870
Journal of Visual Culture	1470-4129	1741-2994
Journalism	1464-8849	1741-3001
Journalism & Communication Monographs	1522-6379	2161-4342
Journalism & Mass Communication Educator	1077-6958	2161-4326
Journalism & Mass Communication Quarterly	1077-6990	2161-430X
Justice Research and Policy	1525-1071	1942-8022

Labor Studies Journal	0160-449X	1538-9758
Language & Speech	0023-8309	1756-6053
Language and Literature	0963-9470	1461-7293
Language Teaching Research	1362-1688	1477-0954
Language Testing	0265-5322	1477-0946
Latin American Perspectives	0094-582X	1552-678X
Law, Culture and the Humanities	1743-8721	1743-9752
Leadership	1742-7150	1742-7169
Learning Disability Quarterly	0731-9487	2168-376X
Literacy Research: Theory, Method, and Practice	2381-3369	2381-3377
Literature and History	0306-1973	2050-4594
Local Economy	0269-0942	1470-9325
Maastricht Journal of European and Comparative Law	1023263X	23995548
Management and Labour Studies	0258-042X	2321-0710
Management Communication Quarterly	0893-3189	1552-6798
Management in Education	0892-0206	1741-9883
Management Learning	1350-5076	1461-7307
Management Teaching Review	2379-2981	2379-2981
Margin - The Journal of Applied Economic Research	0973-8010	0973-8029
Marketing Theory	1470-5931	1741-301X
Media International Australia	1329-878X	2200-467X
Media, Culture & Society	0163-4437	1460-3675
Media, War & Conflict	1750-6352	1750-6360
Medical Law International	0968-5332	2047-9441
Medicine, Science and the Law	0025-8024	2042-1818
Medico-Legal Journal	0025-8172	2042-1834
Medieval History Journal	0971-9458	0973-0753
Memory Studies	1750-6980	1750-6999
Men and Masculinities	1097-184X	1552-6828
Metamorphosis: A Journal of Management Research	0972-6225	2348-9324
Methodological Innovations	2059-7991	2059-7991
Millennial Asia	0976-3996	2321-7081
Millennium: Journal of International Studies	0305-8298	1477-9021
Missiology: An International Review	0091-8296	2051-3623
Mobile Media & Communication	2050-1579	2050-1587
Modern China	0097-7004	1552-6836
Music & Science		2059-2043
Music Educators Journal	0027-4321	1945-0087
Musicae Scientiae	1029-8649	2045-4147
NASSP Bulletin	0192-6365	1930-1405
National Institute Economic Review	0027-9501	1741-3036
Netherlands Quarterly of Human Rights	09240519	22147357
New Journal of European Criminal Law	20322844	2399293X

New Labor Forum	1095-7960	1557-2978
New Media & Society	1461-4448	1461-7315
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Journal of Dental Research	0022-0345	1544-0591
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Journal of Diagnostic Medical Sonography	8756-4793	1552-5430
Journal of Drug Education: Substance Abuse Research and		
Prevention	0047-2379	1541-4159
Journal of Drug Issues	0022-0426	1945-1369
Journal of Early Childhood Research	1476-718X	1741-2927
Journal of Educational Computing Research	0735-6331	1541-4140
Journal of Educational Technology Systems	0047-2395	1541-3810
Journal of Elastomers and Plastics	0095-2443	1530-8006

Journal of Empirical Research on Human Research Ethics	1556-2646	1556-2654
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Journal of Evidence-Based Complementary & Alternative		
Medicine	1533-2101	2156-5899
Journal of Experimental Neuroscience		1179-0695
Journal of Family Nursing	1074-8407	1552-549X
Journal of Feline Medicine and Surgery	1098-612X	1532-2750
Journal of Feline Medicine and Surgery Open Reports	2055-1169	2055-1169
Journal of Fire Sciences	0734-9041	1530-8049
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Journal of Health Management	0972-0634	0973-0729
Journal of Health Psychology	1359-1053	1461-7277
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Journal of Intellectual Disabilities	1744-6295	1744-6309
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Journal of Investigative Medicine High Impact Case Reports	2324-7096	2324-7096
Journal of Law, Medicine & Ethics	1073-1105	1748-720X
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Journal of Oncology Pharmacy Practice	1078-1552	1477-092X
Journal of Orthopaedic Surgery	23094990	23094990
Journal of Palliative Care	08258597	23695293
Journal of Patient Experience	2374-3735	2374-3743
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Journal of Psychopharmacology Journal of Rehabilitation and Assistive Technologies Engineering 2055-6683 2055- Journal of Reinforced Plastics and Composites Journal of Research in Nursing 1744-9871 1744- Journal of Sandwich Structures and Materials 1099-6362 1530- Journal of School Nursing 1059-8405 1546- Journal of Shoulder and Elbow Arthroplasty 24715492 24715 Journal of Technical Writing and Communication 0047-2816 1541- Journal of Telemedicine and Telecare 1357-633X 1758- Journal of the American Psychiatric Nurses Association 1078-3903 1532- Journal of the American Psychoanalytic Association 0003-0651 1941- Journal of the Intensive Care Society 1751-1437 1751- Journal of the International Association of Providers of AIDS Care 2325-9574 2325- Journal of the Renin-Angiotensin-Aldosterone System	6683 7964 988X 7972 8364 6492
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American Behavioral Scientist	0002-7642	1552-3381
Applied Psychological Measurement	0146-6216	1552-3497
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Journal of Cross-Cultural Psychology	0022-0221	1552-5422
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C	08-2013	-	RSC
Biomaterials Science 2047-4849 2013	08-2013	-	RSC
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Energy & Environmental Science	08-2020	2018-2020	RSC
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Inorganic Chemistry Frontiers	10-2020	2018-2020	RSC
Integrative Biology	08-2020	2018-2020	RSC
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Metallomics ¹ 1756-591X 2009	14-2020	2018-2020	RSC
	10-2020	2018-2020	RSC
	09-2020	2018-2020	RSC
Molecular Omics 2515-4184 20 Including Molecular BioSystems (1742-2051) 2008-2017	2018	2018-2020	RSC

Journals	E-ISSN	Access years during Term	Post- cancellation access	Copyright Owner*
Molecular Systems Design & Engineering ¹	2058-9689	2016-2020	2018-2020	IChemE
Nanoscale ¹	2040-3372	2009-2020	2018-2020	RSC
Nanoscale Horizons ¹	2055-6764	2016-2020	2018-2020	RSC
Natural Product Reports	1460-4752	2008-2020	2018-2020	RSC
New Journal of Chemistry	1369-9261	2008-2020	2018-2020	CNRS
Organic & Biomolecular Chemistry	1477-0539	2008-2020	2018-2020	RSC
Organic Chemistry Frontiers ¹	2052-4129	2014-2020	2018-2020	SIOC
Photochemical & Photobiological Sciences	1474-9092	2008-2020	2018-2020	ESP/EPA
Physical Chemistry Chemical Physics	1463-9084	2008-2020	2018-2020	Owner Societies
Polymer Chemistry ¹	1759-9962	2010-2020	2018-2020	RSC
Reaction Chemistry & Engineering ¹	2058-9883	2016-2020	2018-2020	RSC
RSC Advances ^{1, 3}	2046-2069	2011-2016	-	RSC
Soft Matter	1744-6848	2008-2020	2018-2020	RSC
Toxicology Research ¹	2045-4538	2012-2020	2018-2020	RSC

Section B - Databases

The electronic versions of the following Databases. There is no perpetual access to the Databases.

Databases	E-ISSN	Years	Access	Copyright Owner*
Analytical Abstracts	1471-7107	2018-2020 database	External	RSC
Chemical Hazards in Industry	1476-3907	2018-2020 database	External	RSC
Education in Chemistry ¹	1749-5326	2018-2020 database	External	RSC
Laboratory Hazards Bulletin	1476-3915	2018-2020 database	External	RSC
Natural Product Updates	1478-1557	2018-2020 database	External	RSC
Synthetic Reaction Updates including access to: Catalysts & Catalysed Reactions (1474-9181) 2002-2014 Methods in Organic Synthesis (1478-1565) 1998-2014	2055-6152	2018-2020 database	External	RSC

¹ The print version of *Education in Chemistry* is different from the electronic database.

Access is free for the first two (2) years/volumes.
 From January 2015 Chemical Science is a Gold Open Access journal.
 From January 2017 RSC Advances is a Gold Open Access journal.