

READ AND PUBLISH MASTER AGREEMENT

Agreement with Wiley internal number 25512 dated as of January 1, 2023 (the “Agreement”) between John Wiley & Sons, Inc., a New York corporation, and its affiliates Wiley Periodicals LLC, John Wiley & Sons, Ltd, John Wiley & Sons Australia, Ltd, Wiley-VCH GmbH, John Wiley & Sons A/S (collectively “Wiley”), and National Library of Technology, a State Contribution Organization set up by the Ministry of Education, Youth and Sports, Technická 2710/6, 160 80 Praha 6 - Dejvice, Czech Republic, ID No.: 61387142 (the “Lead Institution”), for the benefit of the Member Institutions in Schedule 1 known collectively as CzechELib Consortium (the “Consortium”).

This Agreement is entered into between Wiley and the Lead Institution. The Lead Institution represents and warrants that it has the power and authority to act for the benefit of the Member Institutions (the Customer(s) as defined below) identified in Schedule 1.

1. DEFINITIONS

The following terms have the meaning as set forth below:

- 1.1. **Agreement** means this Agreement with Wiley internal number 25512 between Wiley, the Lead Institution and the Member Institutions, including the Appendices and Schedules, which are incorporated herein by reference or signed by the parties, and governed by the terms of this Agreement. In the event of any conflict between the terms of an Appendix, Schedule, or any Invoice Agreement Letter (or a written equivalent thereof), on the one hand and the terms of this Agreement on the other hand, the terms of the Appendix, Schedule, Invoice Agreement Letter (or written equivalent thereof) will govern.
- 1.2. **Article Entitlement** means the maximum number of Eligible Articles that may be published in Hybrid Journals on an open access basis as specified in Section 5.1.
- 1.3. **Article Publication Charge (APC)** means the charge levied by Wiley on the acceptance of an Eligible Article for publication on an open access basis, the amount of which is dependent on the services and value provided by the publication in which such material is published.
- 1.4. **Authorized User(s)** means those persons who are authorized by the Customer to have access to the Licensed Electronic Products or access the resource remotely via an authenticated connection only as permitted under Section 6 and fit into one or more of the below categories.
 - 1.4.a. current bona fide faculty members, students, researchers, staff members, librarians, scientific staff, other executives or employees of the Member Institutions,
 - 1.4.b. contractors engaged by the Member Institutions, or
 - 1.4.c. Walk-in Users from the general public or business invitees.
- 1.5. **Consortium** means the Lead Institution, which is authorized to negotiate this Agreement for the benefit of the Member Institutions known collectively as CzechELib Consortium.
- 1.6. **Customer(s)** means each such participating Member Institution in the singular and all such participating Member Institutions, as the case may be, as well as the Lead Institution signing for their collective benefit.
- 1.7. **Electronic Products** means all products, services and content available in Wiley Online Library Details specific to the type of electronic products or services licensed hereunder as well as pricing and the Customer’s access rights are provided in the appropriate Appendix.
- 1.8. **Eligible Article(s)** means:

- 1.8.a. primary research and review articles, including but not limited to articles classified as Case Study, Commentary, Data Article, Education, Lecture, Method and Protocol, Perspective, Practice and Policy, Rapid Publication, Research Article, Review Article, Short Communication, and Technical Note (an illustrative list is set forth in Appendix A.1, which Wiley may update from time to time).
 - 1.8.b. authored by Eligible Authors; and
 - 1.8.c. accepted, and not yet published, from January 1, 2023 up to December 31, 2026 for open access publication in a journal that is a Hybrid Journal (i.e., a Hybrid Journal as of the date of acceptance of the article), or, if submitted for publication under Section 5.1.d., in a Gold Journal (i.e., a Gold Journal as of the date of submission of the article) (the “Publishing Right Period”).
- 1.9. **Eligible Author(s)** means authors:
- 1.9.a. who are affiliated with a Member Institution, i.e., students enrolled at or accredited to the Member Institution or who are teaching and research staff employed by the Member Institution;
 - 1.9.b. who are designated as the responsible corresponding author within Wiley’s submission system and Author Services platform. For the avoidance of doubt, in the case of multiple corresponding authors being identified on the version of record, it is the author designated as the responsible corresponding author who is the Eligible Author (and such responsible corresponding author is not required to appear as the first author);
 - 1.9.c. for whom a Member Institution, has confirmed the author’s affiliation pursuant to Section 3; and
 - 1.9.d. who have signed one of the then-current open access publishing agreements used by Wiley to publish an article under an open access license in one of the Hybrid Journals or Gold Journals.
- 1.10. **Gold Journals** means the open access journals published by Wiley that offer authors only the option to publish articles on an open access basis on the terms set forth in this Agreement.
- 1.11. **Hybrid Journals** means the subscription journals published by Wiley that offer authors the option to publish articles on an open access basis on the terms set forth in this Agreement (such journals may be referred to in Wiley systems as “Online Open”).
- 1.12. **Institutional Account List** means the list of institutional account holders Wiley publishes on <https://authorservices.wiley.com/author-resources/Journal-Authors/open-access/affiliation-policies-payments/institutional-funder-payments.html>.
- 1.13. **Intellectual Property Rights** means, without limitation, patents, trademarks, trade names, design rights, copyright (including rights in computer software), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, which may subsist anywhere in the world.
- 1.14. **Licensed Electronic Products** means the electronic (online) editions of Wiley journals and other publications and the content therein, including but not limited to major reference works, Current Protocols laboratory manuals and databases which the Customer has licensed hereunder as specified herein and in the appropriate Appendices, as follows:

Appendix B - Online Journals
Appendix C - Journal Backfiles

Appendix D - Online Reference Works
Appendix E - Online Books
Appendix F - The Cochrane Library
Appendix G - Current Protocols
Appendix H - Databases
Appendix I - Essential Evidence Plus
Appendix J - ArticleSelect
Appendix K - AnthroSource
Appendix L - Digital Archives
Appendix M - Royal Marsden Manual of Clinical Nursing Procedures Online
Appendix N - ClinMicroNow

- 1.15. **Member Institutions** means each of the Institutions that are listed in Schedule 1, which are members of the Consortium, and who agree to the terms of this Agreement.
- 1.16. **Secure Network** means the network which provides access to Wiley Online Library for Authorized Users via the specific Customer's authentication method and valid parameters which are covered by this Agreement and set forth in Schedule 1. In addition to the methods set forth in Schedule 1, Wiley will enable federated authentication through Shibboleth Federation and OpenAthens using Customer's access federation and entity ID if such information is available to Wiley.
- 1.17. **Wiley Online Library** means the online service (or any successor thereto) or other platform available from or designated by Wiley including all products, services and features offered via the service. Certain products and services under this Agreement may be delivered from other platforms as noted in the Appendices. The terms and conditions hereof are equally applicable to those products and services.
- 1.18. **WOAA** means the Wiley Open Access Account(s) held by the Customer for the purposes of administering open access workflows in Wiley's journals.
- 1.19. **WOAD** means the automated system (or any successor thereto) designated by Wiley including all products, services and features offered via the dashboard that enables the Customer to manage its WOAA.

2. ACCESS RIGHT

- 2.1. **General Access Right.** Wiley grants to the Customer and its Authorized Users, during the Term, a non-exclusive, non-transferable right and license to access, via Wiley Online Library, the Licensed Electronic Products as listed in the Appendices attached hereto as may be amended from time to time, including the full text and other material such as datasets published online, available tables of contents, article abstracts, chapter summaries, and associated websites.
- 2.2. **Unlimited Users.** The number of the Authorized Users who may simultaneously access Wiley Online Library is unlimited.
- 2.3. **Intellectual Property Rights.** The Customer acknowledges that the Electronic Products, Wiley Online Library, WOAA, WOAD, Wiley's other platforms, and the Intellectual Property Rights contained therein are protected by law. All rights not specifically licensed herein to the Customer are expressly reserved by Wiley. The contents of the Licensed Electronic Products are solely for the personal, non-commercial use of the Authorized Users.
- 2.4. **Perpetual Access.** Upon termination of this Agreement and where Wiley has the right to deliver, Wiley will provide the Customer with perpetual access to specific content from certain Licensed Electronic Products if and as stated in the attached Appendices. When such perpetual access is provided, Wiley, in its discretion, will either continue online access to the same

material excluding any enhancements added to the version originally published, or provide an archival copy in the electronic medium selected by Wiley, at a reasonable cost-based fee, and subject to the security requirements. By providing such perpetual access, Wiley grants to the Customer a non-exclusive, royalty-free license to use such material in accordance with the restrictions on use specified in Section 4 of the Agreement, which survive any termination of the Agreement.

2.5. **Dark Archive.** Wiley has designated both Portico and CLOCKSS as third-party providers of access to the Licensed Electronic Products. Customer may access the material on either Portico's or CLOCKSS' server, or another third-party provider designated by Wiley, free of charge, solely in the event of a Trigger Event (as defined below), as long as:

- 2.5.a. Wiley continues to designate Portico, CLOCKSS, or such third-party as a provider;
- 2.5.b. The Licensed Electronic Products are available on Portico, CLOCKSS, or such third-party provider's platform;
- 2.5.c. Wiley maintains copyright over the Licensed Electronic Products; and
- 2.5.d. The Customer follows Portico's, CLOCKSS', or such third-party's procedures for accessing the Licensed Electronic Products.

Such access would be deactivated immediately on resumption of access to Wiley Online Library.

Trigger Event means if Wiley makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or for reorganization or rearrangement under the bankruptcy laws, or if a petition in bankruptcy is filed against it and is not dismissed within 60 days after the filing, or if a receiver or trustee is appointed for the property or assets of Wiley or an equivalent or similar event or proceeding occurs in any jurisdiction, or ceases its scholarly publication operations; or downtime of Wiley Online Library and/or a total loss of access by the Customer to the Licensed Electronic Products, either of which are continuing for at least 30 days.

Failure to comply with this Section due to circumstances beyond Wiley's control will not be deemed to be a breach of this Agreement.

3. PUBLISHING RIGHT

- 3.1. **Publishing Right.** Wiley agrees, during the Publishing Right Period, to the open access publication of Eligible Articles as requested by Eligible Authors, in accordance with the terms set forth in Sections 3 and 5:
- 3.1.a. in Wiley's Hybrid Journals, subject to the Article Entitlement; and
 - 3.1.b. in Wiley's Gold Journals limited to the cases and terms set forth in Section 5.1.d.
 - 3.1.c. Wiley maintains up-to-date, publicly available, online lists of the applicable journals and the APCs, as described in Appendix A; the online lists govern the journals covered by this Agreement. The Parties agree the APCs are based on the services and value provided by the journal in which such material is published. Wiley is permitted to change the applicable journals and the APCs from time to time (e.g., including but not limited to where there are adjustments to Wiley's portfolio of journals, Hybrid Journals transition to fully open access journals (i.e., Gold Journals), price changes, etc.).

- 3.2. **Open Access Publishing Agreement.** Before the version of record is published, Eligible Authors of Eligible Articles (and, if different, the owner of any copyright in such articles), must sign Wiley's then-current open access publishing agreement. Eligible Authors will be able to select from the following Creative Commons licenses, as applicable for the particular journal: Attribution International (CC-BY), Attribution Non-Commercial International (CC-BY-NC), Attribution No-Derivatives International (CC-BY-ND), or Attribution Non-Commercial No-Derivatives International (CC-BY-NC-ND). The publication workflow will, whenever possible, direct Eligible Authors to CC-BY as the first option if permitted by the applicable journal and its policies.
- 3.3. **WOAA Workflow.**
- 3.3.a. **Hybrid Journals.** Under the Hybrid WOAA Workflow, the Eligible Author, as designated on submission of an Eligible Article, or subsequently identified as such within Author Services, must identify the Eligible Author's affiliation with a Member Institution, by selecting from a standardized list of institutions in the electronic editorial office submission and Author Services systems. Once the affiliation is identified, the Eligible Author will be presented with a choice of publishing open access. Wiley will include sufficient information and guidance to encourage Eligible Authors to publish open access as part of this Agreement (so long as the correct affiliation of the Eligible Author is captured in Wiley system metadata) and that they do not need to pay an APC. If an author elects not to publish open access, the article will not be covered by the Article Entitlement.
- 3.3.b. **Gold Journals.** Under the Gold WOAA Workflow, the Eligible Author (or the person who was designated the Eligible Author on submission and) who has submitted an Eligible Article in the editorial office submission system must answer a publication charge question, and then input the affiliation of the Eligible Author in order to request that the APC is covered under Section 5.1.d. of this Agreement.
- 3.4. **Non-Standard Workflow.** For Hybrid Journals that do not follow the WOAA Workflow, Wiley will make reasonable efforts to inform the Eligible Author that the Eligible Articles are meant to be published open access under this Agreement where the Eligible Author has identified an affiliation with a Member Institution in the electronic editorial office submission system.
- 3.5. Wiley will:
- 3.5.a. be responsible for identifying the potentially eligible authors under this Agreement (which are then subject to the verification process identified below);
- 3.5.b. not charge an Eligible Author an APC for any Eligible Article as long as the Eligible Author follows the WOAA Workflow. If the WOAA Workflow is not followed, any APC subsequently incurred by the Eligible Author is not covered by this Agreement and the Eligible Article will not be deducted from the Article Entitlement as applicable. If an Eligible Author follows the WOAA Workflow but did not select open access publishing, and requests Wiley to change the publication basis prior to being published, Wiley will do so, and the Eligible Article will be deducted from the Article Entitlement with respect to such articles published in Hybrid Journals. Changes cannot be made post-publication.
- 3.5.c. include the Customer in the Institutional Account List for all Hybrid Journals as an institutional account holder;
- 3.5.d. provide a link for the Customer on the Institutional Account List on Author Services;

- 3.5.e. identify on Wiley Online Library the Hybrid Journal and Gold Journal articles that are open access;
 - 3.5.f. make reports of account activity available to the Customer via the WOAD;
 - 3.5.g. provide the article record in the dashboard with all necessary metadata including, but not limited to, name, ORCID (if provided) and email address of all authors, full name of author's affiliation (e.g., university), acceptance date, journal title, article DOI (if applicable), article title, article classification, amount of the APC.
- 3.6. **Verification process.**
- 3.6.a. Wiley will identify potentially eligible authors through at least one of the following parameters: their organization name; their e-mail domain; or persistent identifier, such as Ringgold or another recognized institutional identifier, and then request verification from the Member Institution that the author is an Eligible Author.
 - 3.6.b. It is the sole responsibility of the Member Institution to verify, within their WOAD, that the author qualifies as an Eligible Author (as defined herein). Member Institutions will approve or deny requests for verification from Wiley within 5 days. If a Member Institution requires more time, it must notify Wiley and Wiley will provide a reasonable extension.
- 3.7. **Editorial Independence.** Nothing herein will oblige Wiley to publish any article submitted to Wiley by an Eligible Author. The Customer acknowledges that the selection of material to be published is entirely at the discretion of Wiley/the editors and the Customer waives any claim it may have against Wiley in the event that Wiley or its editors refuse or decline to publish any material (or part thereof) submitted by an Eligible Author, or retract any material published by Wiley under this Agreement. An article will be considered to be selected for publication once the Eligible Author has been notified that the article has been accepted and Wiley has received the applicable publishing agreement signed by the right holder(s) of the article.

4. TERMS AND CONDITIONS OF USE OF WILEY ONLINE LIBRARY, ELECTRONIC PRODUCTS, WOAA, AND WOAD

- 4.1. The rights and restrictions governing access to Wiley Online Library and the Electronic Products by the Customer and its Authorized Users are outlined below.
 - 4.1.a. Authorized Users may download, search, retrieve, display and view, copy and save to a Secure Network or other electronic storage media and store or print out single copies of individual articles, chapters or entries in the Licensed Electronic Products for the Authorized User's own personal use, namely scholarly, educational or scientific research or internal business use. Authorized Users may also transmit such material to a third-party colleague in hard copy or electronically, for personal use, namely scholarly, educational, or scientific research or professional use but in no case for resale, systematic distribution, e.g., posting on a listserv, network (including distribution through social networking websites and scholarly collaboration networks, except for those that have agreed to Wiley's Article Sharing Policy and solely in accordance therewith) or automated delivery, or for any other use. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from individual articles, chapters or other entries from the Licensed Electronic Products in the Authorized User's own scientific, scholarly and educational works such as books and articles. This right does not extend to use of material, including images or figures that are separately listed as the copyright of a third party.
 - 4.1.b. All Authorized Users have the option to create a My Profile Page, which will allow them to create data files and links to articles, chapters and entries of interest in the

Licensed Electronic Products, and search criteria, which may be reused by them. In order to do so, the Authorized User will have to select and register a username and password which the Authorized User must keep confidential and not disclose to or share with anyone else.

- 4.1.c. The Customer and its Authorized Users may create links to Wiley Online Library from their Online Public Access Catalog (OPAC) records, library catalogs, link resolvers, locally hosted databases or library web pages, provided those links are operated by the Customer on a Secure Network, do not result in access to licensed content by anyone other than Authorized Users, and are not used in connection with any paid or commercial service or for any other commercial use whatsoever. Authorized Users may search, view, and browse Licensed Electronic Products using the interface provided by Wiley. Automated searching, robotic searching and decompilation are strictly prohibited.
- 4.1.d. Authorized Users who wish to text and data mine the Licensed Electronic Products for non-commercial purposes may do so using the Wiley TDM API. Authorized Users will need to accept Wiley's Text and Data Mining Agreement to receive an API token. See here for further details: <https://www.onlinelibrary.wiley.com/library-info/resources/text-and-datamining>.
- 4.1.e. Authorized Users who are members of the Customer's faculty or staff may download and print out multiple copies of material from Licensed Electronic Products for the purpose of making a multi-source collection of information for classroom use (course-pack) or a virtual learning environment, to be distributed to students at the Customer's institution free of charge or at a cost-based fee. Material from Licensed Electronic Products may also be stored in electronic format in secure electronic data files for access by Authorized Users who are students at the Customer's institution, as part of their course work, so long as reasonable access control methods are employed such as username and password.
- 4.1.f. The Customer's library staff may supply to another library, upon request by that library, either a single paper copy or an electronic copy of an individual document from the Licensed Electronic Products, for the purpose of research or private study. The electronic copy must be in PDF format, supplied by secure electronic transmission and must be deleted by the recipient library immediately after printing a paper copy of the document for its user.
- 4.1.g. All Authorized Users are bound by the Terms of Use which are available at <https://onlinelibrary.wiley.com/terms-and-conditions>. Wiley reserves the right to modify such Terms of Use as described therein. In the event that the Wiley requires the Authorized Users to agree to additional terms relating to the use of the Licensed Electronic Products (commonly referred to as "click-through" or "clickwrap" licenses), or otherwise attempts to impose terms on the Authorized Users through online terms and conditions invoked by the mere use or viewing of the Licensed Electronic Products, such additional terms shall only apply to the Authorized Users who agreed to the respective additional terms. Such additional terms shall not materially differ from the provisions of this Agreement and violation of these additional terms by the Authorized Users will not be considered as breach of this Agreement by the Lead Institution but merely and exclusively as breach of these additional terms by the Authorized Users.
 - 4.1.g.i. Wiley will notify the Customer as soon as practicable if substantial and material changes to the Terms of Use are made; any inadvertent failure to make such notification shall not be deemed a breach of the Agreement, nor will Customer's failure to comply with such substantial and material changes for which Wiley did not provide notification. Wiley alone shall be liable and responsible for any personal data processing that occurs with respect to these

additional terms and conditions to the extent that only Wiley determines the scope and purpose of such personal data processing.

4.1.g.ii. In the event of any discrepancy or inconsistency between the Terms of Use and this Agreement, the terms of this Agreement control.

4.1.h. Authorized Users must be informed by Wiley of the Terms and Conditions of Use set forth herein.

4.1.i. Nothing in this Agreement is intended to limit the use of the Licensed Electronic Products according to U.S. Copyright Law.

4.2. Except as expressly provided in Section 4.1 above or with respect to material published on an open access basis (which material is governed by the corresponding open access license), Authorized Users may not copy, distribute, transmit or otherwise reproduce, sell, or resell material from the Electronic Products; post or store such material in any form or medium in a retrieval system, network or listserv; transmit such material, directly or indirectly, for use in any paid service such as document delivery or list serve, or for use by any information brokerage or for systematic distribution, whether or not for commercial or non-profit use, or for a fee or free of charge; or integrate material from the Electronic Products with other material or otherwise create derivative works in any medium. However, brief quotations for purposes of comment, criticism or similar scholarly purposes are not prohibited herein.

4.3. The Customer and its Authorized Users may not remove, obscure or modify any copyright or proprietary notices, author attribution or any disclaimer as they appear on Wiley Online Library, the Electronic Products, WOAA, or WOAD.

4.4. Authorized Users may not do anything to restrict or inhibit any other Authorized User's access to or use of Wiley Online Library, the Licensed Electronic Products, WOAA, or WOAD.

4.5. If an Authorized User fails to abide by these Terms and Conditions of Use or other terms of this Agreement, infringes Wiley's Intellectual Property Rights, or a Member Institution hosts an authentication method and parameters that have been identified as abusive or malicious, Wiley reserves the right in its sole discretion to suspend or terminate access to Wiley Online Library, the Licensed Electronic Products, WOAA and WOAD by such Authorized User or to terminate the authentication method and parameters immediately without notice, in addition to any other available remedies, and Customer will assist Wiley as necessary. Except in the case of a material breach which Wiley deems dangerous to the integrity and security of Wiley Online Library, or for a breach which, if not immediately remedied, is likely in Wiley's opinion to continue to cause damage, Wiley will give prior written notice to the Consortium and the Member Institution of its intention to terminate such access and will allow the Consortium, Member Institution and/or the Authorized User as applicable 30 days after receipt of such notice to cure the breach or agree to abide by the terms and conditions of this Agreement. The Consortium and/or the Member Institution must notify Wiley when malicious credentials associated with offending authentication method and parameters have been remediated. Wiley will immediately restore services upon notification that credentials associated with the abusive or malicious activity have been remediated.

5. FEES AND CHARGES

5.1. Access & Hybrid Journal Publishing Fees.

5.1.a. Customer shall pay a single, annual, non-refundable commitment fee for the Access Right for the Licensed Electronic Products included under Appendix B and for the Hybrid Journal Publishing Right during each Contract Year specified below (the "Annual Access & Hybrid Journal Publishing Fee"), as follows:

	Contract Year One	Contract Year Two	Contract Year Three	Contract Year Four
--	------------------------------	------------------------------	--------------------------------	-------------------------------

Applicable Time Period	2023	2024	2025	2026
Article Entitlement per Contract Year				
Annual Access & Hybrid Journal Publishing Fee per Contract Year	EUR 1,846,690	EUR 1,939,024	EUR 2,035,976	EUR 2,137,774

- 5.1.b. Customer shall pay said fee in accordance with the relevant invoice. The allocation of the Article Entitlement for Member Institutions is set forth in Appendix A. Nothing should be assumed from the single fee applied for access and publishing rights. The Article Entitlement for each Contract Year does not roll over into a subsequent Contract Year and expires at the end of final Contract Year. Payments shall be made within 120 days of the Lead Institution’s receipt of a documented, correct and undisputed invoice from Wiley issued no earlier than January 1 of each Contract Year.
- 5.1.c. If the Article Entitlement is exceeded in any year, Customer may choose to create a new, centralized (at Consortium level) WOOA (the “Post-Paid WOOA”) to cover APCs for additional Hybrid articles at a discount of 15%, until 31st December of the same Contract Year. The amount covered through the WOOA will be invoiced and paid after the final article is approved and the WOOA closed. Customer must notify Wiley through the online form provided, requesting the creation of the Post-Paid WOOA. Wiley at its discretion may accept the request, set up the Post-Paid WOOA, and then invoice Customer for the amount covered once the WOOA is closed. The additional article coverage is subject to the terms of this Agreement for Eligible Articles and is only for those articles received into the workflow from the creation date of the Post-Paid WOOA until 31st December of same Contract Year. In each case utilization of this Section 5.1.c. can be triggered only if it would be fully compliant with the applicable law regulating public procurements.
- 5.1.d. Where Wiley transitions a Hybrid Journal to a Gold Journal, Wiley will review the articles published in each transitioning title in the rolling 12-month period prior to the date on which the transitioned title is published as a Gold Journal. If Wiley determines any of the Article Entitlement in any Contract Year transitioned to a Gold Journal (meaning an Eligible Article was published in Hybrid Journal transitioned to a Gold Journal), then on agreement of the parties prior to invoicing for a subsequent Contract Year, Wiley will (i) create a Gold APC fund and deposit in it the full APC value of the Eligible Articles published in a transitioned title; and (ii) reduce the Article Entitlement by the same number of Eligible Articles. The deposit in the Gold APC fund will be allocated internally by Wiley (at the Consortium level) from the Fee as laid out in 5.1.a. at no additional cost for the Customer and this Fee will not change as a consequence of this clause.
- 5.1.d.i. The APC levied by Wiley for open access publishing in Gold Journals under Section 5.1.d. will be at the Wiley APC for the journal. Wiley will deduct APC’s due for each such Eligible Article from the total Gold APC fund on a first-come first-serve basis until the Gold APC fund is depleted. Funding requests are approved by the Customer on submission of the article.

5.2. Wiley is permitted to allocate the revenues received under this Agreement to its portfolio of journals as it deems appropriate.

5.3. In addition to the Annual Access & Hybrid Journal Publishing Fee, other Access Right, fees and other charges for online access to the Licensed Electronic Products by the Customer and its Authorized Users, and other services provided by Wiley Online Library (or other platforms

designated by Wiley), are specified in Appendices attached hereto, and will be due as set forth in the relevant invoice, if the Customer decides to order such additional Licensed Electronic Products and services. Customer is also responsible for any applicable taxes and other fees where required by law, including, without limitation, any withholding taxes or other fees. Customer will pay to Wiley the full amount of any invoice, regardless of any deduction that Customer believes it is required by law to make.

5.4. The Customer is responsible for ensuring that any third party authorized by the Customer to make payments on its behalf will promptly pay Wiley the full amounts due under this Agreement. Wiley acknowledges that the Lead Institution will not use an agent to make payments to Wiley for the Contract Years 2023 through 2026.

5.5. Wiley will annually send Customer an Invoice Agreement Letter.

5.5.a. This Agreement will apply, or will renew for the period set forth in the Invoice Agreement Letter, upon any one of the following:

5.5.a.i. written acceptance of fees via email, or

5.5.a.ii. access enablement to the Licensed Electronic Products upon the Customer's written request, or

5.5.a.iii. payment of fees set forth therein.

5.5.b. The Invoice Agreement Letter will reflect the agreed fees under this Agreement.

5.5.c. Except as specifically set forth in the Invoice Agreement Letter (or written acceptance via email as set forth above), the terms and conditions of this Agreement (including updated Appendices) will continue to apply.

5.6. Each Customer is responsible for the payments as set forth in the attached Appendices and invoices issued under this Agreement.

5.7. Wiley may issue the relevant invoice through the US entity or any of its affiliates. Except to the extent otherwise instructed by Wiley, Annual Access & Hybrid Journal Publishing Fee will be invoiced by John Wiley & Sons, Ltd., The Atrium, Southern Gate, Chichester, West Sussex PO19 8SQ, VAT Registration No. GB376766987. [REDACTED]

5.8. In addition to those Member Institutions listed in Schedule 1 and Appendix A, new institutions may join the Agreement for an additional fee according to FTE as per Sections 5.8.a. and 5.8.b and article entitlement and on execution of a Sign-Up Letter subject to Wiley's approval.

5.8.a. New participating Member Institutions Fee for Contract year 2023:

Member Institution up to 10 000 FTE	[REDACTED]
Member Institution 10 000 - 25 000 FTE	[REDACTED]
Member Institution 25 000 - 40 000 FTE	[REDACTED]

5.8.b. For the subsequent Contract Years, the new participating Member Institutions Fee equals 100% of the previous year's New participating Member Institutions Fee plus an increase of 5%.

5.8.c. The article entitlement for new participating Member Institutions depends on the publishing output of the new participating Member Institutions and will be calculated on a case-by-case basis.

6. MUTUAL OBLIGATIONS

- 6.1. In addition to the obligations set forth herein, Wiley will:
- 6.1.a. make reasonable efforts to ensure uninterrupted online access to and continuous availability of the Licensed Electronic Products to Authorized Users in accordance with this Agreement, and to restore access to such Licensed Electronic Products as promptly as possible in the event of an interruption or suspension of the Wiley Online Library service which is not attributable to any third-party service provider over which Wiley has no control (e.g., an Internet or telecommunications service provider).
 - 6.1.a.i. If a Licensed Electronic Product fails to operate, display, load, or render in conformance with the terms of this Agreement, the Customer shall immediately notify Wiley in writing, and Wiley shall promptly use best efforts to restore access to the Licensed Electronic Product as soon as possible.
 - 6.1.a.ii. If, however, a Licensed Electronic Product is unavailable due to downtime of Wiley Online Library and/or a total loss of access by the Customer to the Licensed Electronic Products, either of which are continuing for at least 30 days, the affected Customer(s) will be entitled to receive a proportional right of refund equivalent to the value of such Licensed Electronic Product unless the Customer(s) is provided with access via Portico or CLOCKSS or a similar service.
 - 6.1.b. provide aggregate usage statistics to the Customer which are compliant with COUNTER Codes of Practice or conform to the then-prevailing industry standard (except as otherwise specified in the attached Appendices) about the use of the Licensed Electronic Products by the Customer's Authorized Users, consistent with applicable privacy laws and confidentiality requirements.
 - 6.1.c. Wiley will provide a Customer Success Manager (CSM) who works alongside the Customer's account manager, to ensure Member Institutions and their Authorized Users have the resources and support needed to gain the most value from the partnership with Wiley.
- 6.2. In addition to the obligations set forth herein, the Lead Institution will ensure that the Customer is obligated to:
- 6.2.a. take all reasonable measures to inform Authorized Users of the Terms and Conditions of Use stated above in Section 4 above, and to emphasize to such Authorized Users the need to comply with whatever restrictions on access, use, reproduction and transmission are included therein;
 - 6.2.b. make access available to Authorized Users only through the Customer's Secure Network and using the authentication method(s) and valid parameters set forth in Schedule 1 or other secure authentication methods as described in the appropriate Appendix; undertake reasonable measures within its control to prevent access to and improper use of Wiley Online Library, the Licensed Electronic Products, WOAA and WOAD by unauthorized persons; and take responsibility for remediating all issues uncovered and for terminating any unauthorized access of which it has actual notice or knowledge;
 - 6.2.c. provide Wiley with information in Schedule 1 about the Customer's specific authentication method and valid parameters (including SAML configuration where applicable) which can be used by Wiley to authenticate Authorized Users. The Customer represents that all such authentication method and parameters will be limited to the Customer's Secure Network and will be listed in Schedule 1 as updated from

time to time. The Customer is responsible for ensuring that all specific authentication methods and valid parameters as listed in Schedule 1 or otherwise provided to Wiley correspond with the Customer's valid parameters and are limited to the physical addresses specified in this Agreement. Without limiting the Customer's obligations hereunder or Wiley's rights and remedies in the event of breach, the Customer agrees to pay Wiley, if Wiley so elects, for any access to Wiley Online Library for any parameters that do not meet the preceding criteria a.

- 6.2.d. use all reasonable efforts to monitor compliance with the Terms and Conditions of Use and promptly notify Wiley of any infringement of its Intellectual Property Rights or unauthorized usage of the Electronic Products, which comes to the Customer's attention; and cooperate with Wiley in the investigation of such infringement or unauthorized use and in actions, which Wiley takes to enforce its Intellectual Property Rights, at Wiley's expense. Notwithstanding the above, the Customer will not be responsible for such unauthorized use which is without the express or implied consent of the Customer, provided that the Customer has taken reasonable steps to prevent such misuse and, upon learning of it, uses all reasonable efforts to ensure that such activity ceases, and notifies Wiley promptly of any such breach or infringement.
- 6.2.e. except with respect to material published on an open access basis, neither the Customer nor any Authorized User has the right to incorporate any material from the Electronic Products into any institutional or other repository. Author agreements are separately negotiated with Wiley and include provisions about what authors may and may not do with respect to materials authored by them and published by Wiley (including social networking websites and scholarly collaboration networks, except for those that have agreed to Wiley's Article Sharing Policy).

7. PRIVACY AND DATA PROTECTION POLICY

- 7.1. Wiley recognizes the importance of protecting the information it collects in the operation of Wiley Online Library and will act in compliance with the General Data Protection Regulation (EU) 2016/679 ("GDPR") where applicable and this Agreement. To comply with the GDPR and other applicable laws, statutes, and regulations relating to data protection and privacy, Wiley and Customer agree to the terms set forth in the Data Processing Addendum set forth in Schedule 2.

8. TERM AND TERMINATION

- 8.1. This Agreement shall become valid on the date of its execution by both of the Parties. This Agreement shall take effect either on the date of its publication in the Czech Register of Contracts or on January 1, 2023, whichever occurs later ("Effective Date"). The Term of this Agreement is four years commencing on the Effective Date and ends on December 31, 2026 (the "Term"). Each year within the Term is a "Contract Year" (unless the Parties agree to a shorter time period for any Contract Year as specified in Section 5.1).
- 8.2. During the term of each applicable Appendix, the Customer may license additional Electronic Products under such Appendix and this Agreement subject to the Customer's public procurement procedure. If the Term of the Agreement as set forth in Section 8.1. is extended, the term of the applicable Appendix will be automatically extended to run concurrently with the Term in order to allow the Customer to continue to license additional products under such Appendix in subsequent years. Notwithstanding anything to the contrary, the Appendix term may never exceed the Term.
- 8.3. Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and fails to cure such material breach, provided that the non-breaching party will give written notice of its intention to terminate and will allow the breaching party 60 days after receipt of such notice to remedy the breach. Where the non-breaching Party seeks to terminate due to a material breach by a specific Customer or due to a breach materially

affecting a specific Customer that is not cured, the non-breaching Party may terminate only as to the breaching or materially affected Customer with a written notice with immediate effect, and the Agreement will remain in effect for the Lead Institution and all other Customers.

8.3.a. If as a result of terminations under Section 8.3. (or any termination that is not a termination for breach by Wiley) the total Access & Hybrid Journal Publishing Fee invoiced across all Customers in any Contract Year is reduced by 5% or more from said fee for Contract Year One, Wiley may initiate a good-faith renegotiation of this Agreement, with the intent to align mutually agreed terms with the reduced total fee.

8.3.b. If Customer terminates this Agreement pursuant to Section 8.3. (material breach by Wiley, which Wiley fails to cure), the termination will take effect from January 1 of the following Contract Year on timely notice from Customer in accordance with the terms of this Agreement.

8.4. With the exception of any perpetual access rights as set forth in each applicable Appendix,

8.4.a. the Access Rights herein will terminate on the earlier of the expiration or termination of this Agreement; and

8.4.b. the Publishing Rights herein will terminate on the earlier of

8.4.b.i. the expiration of the Publishing Right Period; or

8.4.b.ii. expiration or termination of this Agreement. Wiley in its sole discretion may extend access to the Licensed Electronic Products for a limited period of time during the negotiation of a new agreement and subject to the Terms and Conditions of Use and the Customer obligations in Section 6.2.

9. WARRANTIES AND DISCLAIMERS

9.1. Wiley represents and warrants that it has the right and authority to make the Licensed Electronic Products available to the Customer and its Authorized Users pursuant to the terms and conditions of this Agreement and that, to the best of Wiley's knowledge, the Licensed Electronic Products do not infringe upon any copyright, patent, trade secret or other proprietary right of any third party.

9.2. Wiley Online Library, the Electronic Products, WOAA, and WOAD may provide Authorized Users with links to third-party websites. Where such links exist, Wiley disclaims all responsibility and liability for the content of such third-party websites. Authorized Users assume sole responsibility for the accessing of third-party websites and the use of any content on such websites.

9.3. Except for the warranties provided by Wiley in Section 9.1 above,

9.3.a. WILEY ONLINE LIBRARY, WOAA, WOAD, THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;

9.3.b. THE USE OF WILEY ONLINE LIBRARY, WOAA, WOAD, THE ELECTRONIC PRODUCTS, AND ALL MATERIALS CONTAINED THEREIN IS AT THE AUTHORIZED USER'S OWN RISK;

- 9.3.c. ACCESS TO WILEY ONLINE LIBRARY, WOAA, WOAD, THE ELECTRONIC PRODUCTS MAY BE INTERRUPTED AND MAY NOT BE ERROR FREE; AND
- 9.3.d. NEITHER WILEY NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING WILEY ONLINE LIBRARY, WOAA, WOAD, THE ELECTRONIC PRODUCTS, OR THE MATERIALS CONTAINED THEREIN, WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE AUTHORIZED USER'S USE OF OR INABILITY TO USE WILEY ONLINE LIBRARY, WOAA, WOAD, THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN.
- 9.4. Wiley will indemnify and hold Customer harmless from and against any damages, costs and fees (including reasonable attorney's fees) resulting from any judgment against Customer arising out of the claim of a third party that Wiley's license of the Licensed Electronic Products or Customer's use thereof constitutes an infringement of any copyright, patent, or trade secret of any such third party. This indemnity will survive termination of the Agreement for four years. This indemnity will not apply if the claim involves content which has been modified or used in a manner not permitted under this Agreement or if Customer has failed to comply with other material terms of this Agreement.
- 9.5. Customer must give prompt notice of an infringement claim to Wiley, provide such cooperation and assistance to Wiley as is reasonably necessary to defend the claim, and allow Wiley to have the sole control of the defense, provided, however, that the Customer retains the right to participate in the defense at its own expense.
- 9.6. The Lead Institution represents and warrants that it has been granted the authority to sign this Agreement for the benefit of the Member Institutions and will indemnify and hold Wiley harmless from and against any damages, costs and fees (including reasonable attorney's fees) as a result of such warranty being incorrect or misleading. This indemnity will survive the termination of the Agreement.

10. CONFIDENTIALITY PROVISIONS

- 10.1. While negotiating this Agreement and during the Term thereafter, Wiley may provide the Customer with certain information, which may be oral or written (including information in electronic format), which is deemed confidential. For the purposes of this Agreement, Confidential Information is defined to include, but is not limited to, the terms and conditions of this Agreement that have been negotiated, such as financial terms, the substance of all negotiations relating thereto, all information pertaining to Wiley Online Library which is proprietary to Wiley, and any other material which has either been marked "confidential" by Wiley or which, by the nature of the circumstances surrounding the disclosure, would be understood to be confidential by a reasonable party.
- 10.2. With the exception of Section 10.3 below, and subject to applicable law, the Customer may only use Confidential Information for the purposes of negotiating and implementing this Agreement. The Customer agrees to take reasonable care to protect the Confidential Information from disclosure to third parties and to limit disclosure of the Confidential Information to those employees or contractors of the Customer including affiliates of the Customer who have a need to know in connection with this Agreement, and who have been made aware of, and agree to abide by, these restrictions. When disclosure is legally mandated, the parties will use, whenever possible, a version of the Agreement without Confidential Information.
- 10.3. A redacted version of the Agreement agreed by both parties will be made public in the Registry of Contracts and on the website operated by the Customer, and all fees paid by each Customer will be kept confidential and redacted from any public disclosure while the total amount for each year will be published.

11. GENERAL PROVISIONS

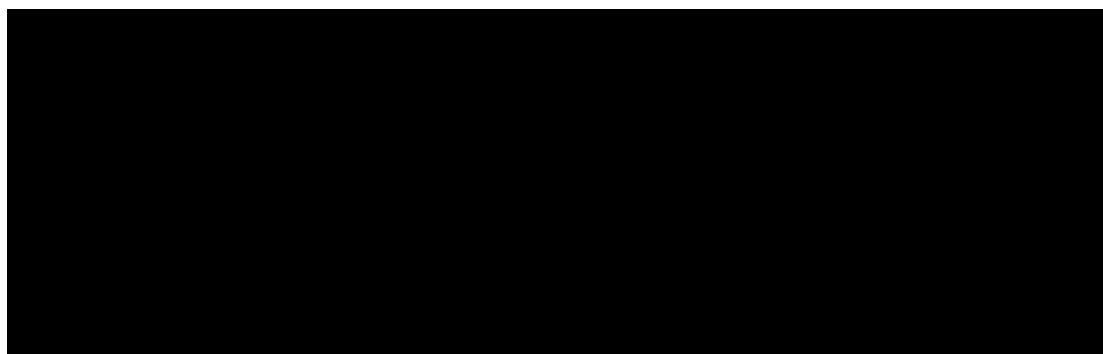
- 11.1. The Consortium and Wiley will work together on a joint communications plan for the announcement of the Agreement, agreeing to the content and timeline for messages to stakeholders (such as librarians, authors, university leaders) as well as public statements and press releases.
- 11.2. Unless such action would contradict with the applicable public procurement law, Wiley may assign this Agreement to its successors, subsidiaries or assigns which will be bound by the same terms and conditions. Wiley will inform the Customer on plans of such assignments in advance and provide a time to evaluate such action if required under the applicable public procurement law. This Agreement may not be assigned by the Customer except with the prior written consent of Wiley.
- 11.3. In the event of any dispute or controversy arising out of or relating to this Agreement, the Parties agree to exercise good faith to resolve the dispute amicably and as soon as possible. In the event that the Parties fail to settle the dispute amicably within thirty (30) days, they shall submit the dispute to informal mediation with the Parties and their designated representations, as further described below in this paragraph. The Parties shall continue to perform their respective obligations under this Agreement which are not subject to or affected by the dispute. The Party invoking informal mediation with the Parties and their designated representations shall inform the other Party with a written notice of its decision to seek informal mediation with the Parties and their designated representations, and the notice must include a description of the subject to the dispute and a proposed resolution thereof. Designated representatives of both Parties shall attempt to resolve the dispute within five (5) working days starting from the day after the delivery of such notice to the other Party. If the designated representatives cannot resolve the dispute, the Parties shall meet at a mutually agreed location, or at the discretion of one or both Parties, by video conference, and discuss the dispute and their respective proposals for resolution while being represented by their responsible executives, who shall act in good faith to resolve the dispute. If the dispute is not resolved within thirty (30) days of the meeting among the Parties' executives, either Party may pursue legal action in court.
- 11.4. Notwithstanding any other term in this Agreement, neither Party's delay or failure to perform any provision of this Agreement due to circumstances beyond its control (including, without limitation, war; civil disorder; strike; flood; fire; storm; accident; terrorism; governmental restriction; infectious disease; epidemic; pandemic; public health emergency; embargo; power, telecommunications or Internet failures; damage to or destruction of any network facilities; the enactment of any law, executive order, or judicial decree; or any other circumstance beyond a Party's control whether similar or dissimilar to the foregoing) ("Force Majeure") will be deemed to be, or to give rise to, a breach of this Agreement. The Party claiming Force Majeure will provide written notice of the circumstances (where possible) and will be entitled to a reasonable extension of time for performing such obligations. Where Wiley is claiming Force Majeure, Wiley will be entitled to implement a reasonable alternative where practical under the circumstances and if its inability to perform continues for more than 30 days or it is inadvisable or commercially impractical to perform due to Force Majeure, the parties will renegotiate the terms set forth in this Agreement to mitigate the effects of the Force Majeure and Wiley and the Consortium will conduct all such renegotiations in good faith.
- 11.5. In the case of Wiley, except for day-to-day operations ,any notice, request, statement or other communication to be given hereunder to any party must be in writing addressed to Wiley at the address on page one, attention Executive Vice President. In the case of the Customer , any notice, request, statement or other communication to be given hereunder to any party must be in writing addressed to the Customer's Agreement Administrator at the address on Schedule 1, or mailed or delivered to such other address as each party may designate by notice given in like manner, and any such notice, request, statement or other communication, will be deemed to have been given when received, except that if mailed by registered or certified mail, return receipt requested, or delivered by overnight courier service, it will be deemed to have been given when

mailed as aforesaid or when delivered. The parties consent to the use of electronic signatures. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the parties.

- 11.6. This Agreement with Wiley internal number 14250 constitutes the complete understanding of the parties and supersedes all prior understandings between the parties with respect to the subject matter of this Agreement. No modification, amendment, or waiver of any provisions will be valid unless in writing and executed by the parties. Any waiver in one or more instances by either of the parties of any breach by the other of any terms or provisions contained in this Agreement will not be considered a waiver of any succeeding or preceding breach. In the event that any section of this Agreement is determined to be void or unenforceable, the remainder of the Agreement will survive.
- 11.7. The Parties waive any rule of construction that requires that ambiguities in this Agreement be construed against the drafter.
- 11.8. In the event that this Agreement is executed in English and in a translated version, each party acknowledges that it has reviewed both language versions and that they are substantially the same in all material respects. If there is any discrepancy between these two versions, the English language version will prevail to the extent of the inconsistency.



John Wiley & Sons Inc.



SCHEDULE 1 - INFORMATION FOR CONSORTIUM AND MEMBER INSTITUTIONS BENEFITTED

Name of the Consortium: National Library of Technology for the benefit of the Member Institutions (CzechElib Consortium)

The following Member Institutions of the CzechElib Consortium have agreed to the terms of their participation in this Agreement, as of the above date. Financial terms and supporting documentation for these participants are included in the appendices. Information on sites and contacts for these participants follows.

When additional constituent Member Institutions of the CzechElib Consortium (Potential Member Institutions) agree in writing to the terms of their participation in this Agreement, they are deemed to be included in the definition of Customer as parties to the Agreement. Schedule 1 will be amended to include information on sites and contacts. Financial terms and other supporting documents for each such Customer-Member Institution will be attached to this Agreement in the appendices.

The following are constituent members of the CzechElib Consortium:

No.	Institution	Physical Address	Contact	IP-Addresses (IPv4 or+ IPv6) or SAML 2.0: eduID.cz Federation
1	Institute of Biophysics of the CAS	Královopolská 2590/135 Brno, 612 65		IP v4: 195.178.68.1-195.178.68.255 195.178.69.1-195.178.69.255 147.231.203.1-147.231.203.255
2	Biology Centre of the CAS	Branišovská 1160/31 České Budějovice, 370 05		IP v4: 147.231.250.0/24 147.231.251.0/24 147.231.252.0/24 147.231.253.0/24 195.133.100.0/25
3	Institute of Biotechnology of the CAS	Průmyslová 595 Vestec, 252 50		IP v4: 147.231.236.8 147.231.236.9 147.231.236.7 147.231.236.10
4	Institute of Botany of the CAS	Zámek 1 Průhonice, 252 43		IP v4: 147.231.110.1-147.231.110.254 147.231.248.1/255.255.255.128 147.231.201.84
5	Transport Research Centre	Líšeňská 33a Brno, 636 00		IP v4: 78.102.13.66
6	Czech Geological Survey	Klárov 3/131 Praha 1, 118 21		IP v4: 193.179.186.99 31.132.17.113 193.179.186.2

7	Czech University of Life Sciences Prague	Kamýcká 129 Praha 6 - Suchdol, 165 00		IP v4: 193.84.32.0/20 194.149.122.176 - 194.149.122.183
8	Czech Technical University in Prague	Jugoslávských partyzánů 1580/3 Praha 6, 160 00		IP v4: 147.32.*.* IP v6: 2001:718:2::/48
9	University Hospital Brno	Jihlavská 20 Brno, 625 00		IP v4: 195.178.83.128
10	University Hospital in Ostrava	17. listopadu 1790/5 Ostrava - Poruba, 708 52		IP v4: 195.113.148.0/27 195.113.209.64/26 195.113.209.192/29 195.113.209.200/29 62.168.16.124/30 193.86.94.32/28 109.224.71.168/29 109.224.90.192/27 46.13.15.72/29
11	St. Anne's University Hospital Brno	Pekařská 664/53 Brno, 656 91		IP v4: 195.113.158.192-195.113.158.255 IP v6: 2001:718:806::/48
12	Institute of Physics of the CAS	Na Slovance 1999/2 Praha 8, 182 21		IP v4: 147.231.126.0/24 147.231.127.0/24 147.231.26.0/24 147.231.27.0/24 147.231.4.0/24 147.231.232.0/24 147.231.19.32/29 147.231.19.176/29
13	Institute of Physiology of the CAS	Videňská 1083 Praha 4, 142 20		IP v4: 147.231.41.251 147.231.41.24 147.231.41.22 147.231.41.16
14	University of South Bohemia in České Budějovice	Branišovská 1645/31a		IP v4: 160.217.0.0-160.217.255.255

		České Budějovice, 370 05		
15	Library of the Czech Academy of Sciences	Národní 1009/3 Praha 1, 110 00		IP v4: 147.231.62.* 147.231.63.* 147.231.51.34 147.231.118.*
16	Masaryk University	Žerotínovo nám. 617/9 Brno, 601 77		IP v4: 147.251.0.0-147.251.49.35 147.251.49.37-147.251.255.255 IP v6: 2001:718:801::/48
17	Institute of Mathematics of the CAS	Žitná 609/25 Praha 1, 115 67		IP v4: 147.231.88.0/23
18	Mendel University in Brno	Zemědělská 1665/1 Brno, 613 00		IP v4: 195.178.72.0-195.178.72.255 195.178.73.0-195.178.73.255 195.178.74.0-195.178.74.255 195.178.75.0-195.178.75.255 195.178.76.0-195.178.76.255 195.178.77.0-195.178.77.255 195.178.78.0-195.178.78.255 195.178.79.0-195.178.79.255 195.178.80.0-195.178.80.255 195.113.143.0-195.113.143.255 195.113.174.32-195.113.174.63 195.113.194.0-195.113.194.255 195.113.195.0-195.113.195.255 195.113.204.0-195.113.204.255 195.113.215.0-195.113.215.255 195.113.216.0-195.113.216.255 195.113.217.0-195.113.217.255 195.113.218.0-195.113.218.255 195.113.239.0-195.113.239.255 78.128.147.0-78.128.147.255
19	National Library of Technology	Technická 6/2710 Praha 6, 160 80		IP v4: 195.113.241.0 - 195.113.242.127 IP v6: 2001:718:7::/48

20	University of Ostrava	Dvořákova 138/7 Ostrava, 701 03		IP v4: 195.113.102.0-195.113.112.127 78.128.128.0-78.128.146.255 195.113.209.36-195.113.209.39 195.113.209.56-195.113.209.63
21	National Institute of Public Health	Šrobárova 49/48 Praha 10, 100 00		IP v4: 195.113.79.50 194.108.32.58
22	Technical University of Liberec	Studentská 1402/2 Liberec 1, 461 17		IP v4: 147.230.0.0-147.230.255.255
23	The Extreme Light Infrastructure ERIC	Za radnicí 835 Dolní Břežany, 252 41		IP v4: 147.231.234.0 - 147.231.235.255 IP v6: 2001:0718:0431:2000::/52
24	Jan Evangelista Purkyně University in Ústí nad Labem	Pasteurova 3544/1 Ústí nad Labem - město, 400 96		IP v4: 195.113.136.0-195.113.141.255
25	Charles University	Ovocný trh 560/5 Praha 1, 116 36		IP v4: 78.128.160.0-78.128.209.127 78.128.214.66-78.128.214.67 193.84.55.0-193.84.63.255 195.113.0.0 - 195.113.63.97 195.113.63.99-195.113.69.255 195.113.89.0-195.113.93.255 195.113.114.0-195.113.117.255 195.113.130.0-195.113.131.255 195.113.149.132-195.113.149.135 195.113.149.176-195.113.149.183 195.113.189.0-195.113.189.255 195.113.223.0-195.113.223.255 195.113.229.0-195.113.229.255 195.113.236.0-195.113.236.255 195.113.245.0-195.113.245.255 195.113.242.224-195.113.242.231 78.128.214.96 - 78.128.214.111 193.84.53.0 - 193.84.53.255 195.113.180.160 - 195.113.180.167 195.113.185.0 - 195.113.185.127 195.113.186.128 - 195.113.186.167 195.113.187.248 - 195.113.187.253 195.113.246.0 - 195.113.247.255

				IP v6: 2001:718:4::/48 2001:718:1200:7::/64 2001:718:1201::/48 2001:718:1207::/48 2001:718:1e03::/48 2001:718:2401::/48 2001:718:0:4::/64 2001:718:18::/48 2001:718:1e00::/48 2001:718:2400:8001::/64
26	Palacky University Olomouc	Křížkovského 511/8 Olomouc, 771 47		IP v4: 158.194.0.0-158.194.255.255
27	University of Pardubice	Studentská 95 Pardubice, 532 10		IP v4: 195.113.124.0-195.113.129.255 195.113.162.128-195.113.162.255 195.113.168.0-195.113.168.255 78.128.148.0-78.128.159.255
28	Tomas Bata University in Zlín	nám. T. G. Masaryka 5555 Zlín, 760 01		IP v4: 195.178.88.0-195.178.95.255 195.113.96.0-195.113.99.255
29	Institute of Analytical Chemistry of the CAS	Veverí 967/97 Brno, 602 00		IP v4: 147.231.204.0-147.231.205.255 147.231.43.225 147.231.41.6 147.231.43.211 147.231.43.200 147.231.43.196 147.231.43.222 147.231.43.208 147.231.43.193 147.231.43.210 147.231.43.227
30	Institute of Inorganic Chemistry of the CAS	Husinec-Řež č.p. 1001 Husinec-Řež, 250 68		IP v4: 147.231.132.1-147.231.132.254 147.231.133.1-147.231.133.254
31	Institute of Vertebrate Biology of the CAS	Květná 170/8 Brno, 603 65		IP v4: 195.178.81.128-195.178.81.255 88.83.243.195

				147.231.193.16/29 147.231.216.0/24
32	Institute of Experimental Botany of the CAS	Rozvojová 263 Praha 6, 165 02		IP v4: 147.231.138.0/24 195.113.123.0/27 158.194.70.0/25 158.194.125.0/24 147.231.96.0/24
33	J. Heyrovsky Institute of Physical Chemistry of the CAS	Dolejšková 3 Praha 8, 182 23		IP v4: 147.231.28.0-147.231.31.255
34	Institute of Geonics of the CAS	Studentská 1768 Ostrava - Poruba, 708 00		IP v4: 147.231.208.1-147.231.208.254 147.231.210.241-147.231.210.242 147.231.210.245-147.231.210.246 147.231.201.1-147.231.201.62
35	Institute of Hematology and Blood Transfusion	U Nemocnice 2094/1 Praha 2, 128 20		IP v4: 195.113.86.170
36	Institute of Computer Science of the CAS	Pod Vodárenskou věží 271/2 Praha 8, 182 07		IP v4: 147.231.6.9 147.231.6.8 147.231.6.10 147.231.6.11
37	Institute of Macromolecular Chemistry of the CAS	Heyrovského nám. 1888/2 Praha 6, 162 06		IP v4: 147.231.112.* 147.231.113.* 147.231.77.129-147.231.77.254 147.231.51.227-147.231.51.228 147.231.236.23
38	Institute of Organic Chemistry and Biochemistry of the CAS	Flemingovo nám. 542/2 Praha 6, 166 10		IP v4: 147.231.18.232-147.231.18.239 147.231.120.0-147.231.123.255 147.231.128.0-147.231.129.255 192.108.128.0-192.108.128.255
39	Institute of Scientific Instruments of the CAS	Královopolská 62/147 Brno, 612 64		IP v4: 195.178.70.* 195.178.71.* IP v6: 2001:67c:1222:1000/61
40	Institute of Hydrodynamics of the CAS	Pod Pařankou 30/5 Praha 6, 166 12		IP v4: 147.231.124.1-147.231.124.255

41	Institute of Information Theory and Automation of the CAS	Pod Vodárenskou věží 4 Praha 8 - Libeň, 182 08		IP v4: 147.231.12.9 147.231.12.84 147.231.1.0/26 147.231.1.128/25 147.231.10.0/25 147.231.12.0/22 147.231.16.0/24 147.231.160.0/24 IP v6: 2001:718:1e01:1100::/56
42	Global Change Research Centre of the CAS	Bělidla 986/4a Brno, 603 00		IP v4: 147.231.201.128-147.231.201.191
43	Institute of Animal Physiology and Genetics of the CAS	Rumburská 89 Liběchov, 277 21		IP v4: 147.231.116.0/24 147.231.42.237 147.231.204.0/24
44	University of Veterinary Sciences Brno	Palackého tř. 1946/1 Brno, 612 42		IP v4: 195.113.198.0-195.113.203.255 195.178.84.0-195.178.85.255
45	Technical University of Ostrava	17. listopadu 2172/15 Ostrava - Poruba, 708 00		IP v4: 158.196.0.0-158.196.255.255
46	University of Chemistry and Technology, Prague	Technická 1905/5 Praha 6 - Dejvice, 166 28		IP v4: 147.33.*.*
47	Brno University of Technology	Antonínská 548/1 Brno, 601 90		IP v4: 147.229.*.*
48	Crop Research Institute	Drnovská 507/73 Praha 6, 161 06		IP v4: 82.208.43.72/29 185.60.106.108 79.98.7.29 213.250.240.226 212.69.131.178
49	Veterinary Research Institute	Hudcova 296/70 Brno, 621 00		IP v4: 185.62.108.194 185.62.108.196
50	University of West Bohemia	Univerzitní 2732/8 Plzeň, 301 00		IP v4: 147.228.*.*

Consortium Agreement Administrator:

Name: [REDACTED]

Address: National Library of Technology, Technická 2710/6, 160 80 Praha 6 - Dejvice

Telephone: [REDACTED]

E-mail: [REDACTED]

SCHEDULE 2: DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) dated January 1, 2023 (“**Effective Date**”) is between the Customer as defined in Section 1.6 of this Agreement except of the Lead Institution (“**Customer**”) and John Wiley & Sons, Inc., acting on its own behalf and as agent for each Wiley Affiliate (collectively, “**Wiley**”) (together with Customer, the “**Parties**”).

1. In the course of providing Services to Customer, Wiley may Process Customer Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to such Processing of Customer Personal Data. This Agreement does not apply to data subjects who register an account separately with Wiley to access Wiley Online Library or access other Wiley services not covered by the Master Agreement.

Definitions:

- 1.1 “**Affiliate**” means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with the subject entity, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
- 1.2 “**Customer Personal Data**” means Personal Data Processed by Wiley or a Subprocessor on behalf of Customer in connection with the Services.
- 1.3 “**Data Protection Laws**” means all laws, regulations, and other legal or self-regulatory requirements in any jurisdiction applicable to the Processing of Customer Personal Data in connection with the Services, including without limitation, to the extent applicable, the EU General Data Protection Regulation 2016/679 (“**GDPR**”) and the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.* (“**CCPA**”), as may be amended, replaced or superseded from time to time.
- 1.4 “**Personal Data**” means information relating to an identified or identifiable natural person (“**Data Subject**”) or that is otherwise defined as “personal information” or “personal data” by Data Protection Laws.
- 1.5 “**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data.
- 1.6 “**Services**” means the services and other activities to be supplied or carried out by or on behalf of Wiley for Customer.
- 1.7 “**Subprocessor**” means any third party appointed by or on behalf of Wiley to Process Customer Personal Data.
- 1.8 The terms “**Business**”, “**Controller**”, “**Processing**”, “**Processor**,” “**Service Provider**” and “**Supervisory Authority**” shall have the same meaning as in the GDPR or the CCPA, as applicable, and their cognate terms shall be construed accordingly.

2. Processing of Customer Personal Data

- 2.1 *Roles of the Parties.* The Parties acknowledge and agree that with regard to the Processing of Customer Personal Data, Customer is the Controller or Business (as applicable), Wiley is the Processor or Service Provider (as applicable), and Wiley will engage Subprocessors for the provision of services specifically related to the Agreement pursuant to the requirements set forth in Section 5 (Subprocessors) below.
- 2.2 *Customer’s Processing of Personal Data.* Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws, including any applicable requirement to provide notice to Data Subjects of the use of Wiley as Processor. Customer represents and warrants that it has provided notice and obtained all consents and rights to the extent required by Data Protection Laws for Wiley to Process Customer Personal Data and provide the Services. Customer shall ensure that its instructions for the Processing of Customer Personal Data comply with, and will not cause Wiley to be in breach of, Data Protection Laws. As between the Parties, Customer is solely responsible for (i) the accuracy, quality, and legality of the Customer Personal Data provided to Wiley by or on behalf of Customer, (ii) the means by which Customer acquired Customer Personal Data, and (iii) the instructions it provides to Wiley. Customer specifically acknowledges that its use of the Services will not violate the rights of any Data Subject that has opted out from sales or other disclosures of Personal Data, to the extent applicable.
- 2.3 *Wiley’s Processing of Personal Data.* Wiley shall Process Customer Personal Data in compliance with Data Protection Laws and only for the following purposes: (i) Processing to provide the Services; (ii) Processing initiated by Data Subjects in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer where such instructions are consistent with this DPA and Data Protection Laws. If Processing of Customer Personal Data is required by laws to which Wiley is subject, Wiley shall to the extent permitted by law inform Customer of the legal requirement before such Processing occurs.

2.4 *Instructions for Processing.* Customer instructs Wiley (and authorizes Wiley to instruct each Subprocessor) to (i) Process Customer Personal Data and (ii) transfer Customer Personal Data to any country or territory as reasonably necessary for the provision of the Services and in accordance with Section 11 (Restricted Transfers) below. The subject matter of and duration of Processing of Customer Personal Data, the nature and purpose of the Processing, the types of Customer Personal Data and categories of Data Subjects Processed under this DPA are further specified in Annex 1 attached hereto.

3. Personnel

3.1 Wiley shall take reasonable steps to ensure the reliability of its personnel who Process Customer Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Data Security

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Wiley shall in relation to Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of GDPR. In assessing the appropriate level of security, Wiley shall take into account the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Subprocessors

5.1 *Appointment of Subprocessors.* Customer authorizes Wiley to appoint third-party Subprocessors in connection with the provision of the Services. Wiley has entered or will enter into a written agreement with each Subprocessor containing data protection obligations not less protective than those in this DPA with respect to the protection of Customer Personal Data, to the extent applicable to the nature of the services provided by such Subprocessor. The list of Subprocessors engaged by Wiley for the provision of services specifically related to the Agreement as of the date of this DPA is set forth in Annex 1, attached hereto, and Customer hereby consents to such Subprocessors.

5.2 *Notification of New Subprocessors and Customer's Right to Object.* Wiley will give written notice to Customer of the appointment of any new Subprocessor for the provision of services specifically related to the Agreement that may process Customer Personal Data. If, within ten (10) business days of receipt of that notice, Customer (acting reasonably and in good faith) notifies Wiley in writing of any objection to the appointment, Wiley will use reasonable efforts to address Customer's objection or recommend a commercially reasonable change to Customer's use of the Services to avoid Processing of Customer Personal Data by the objected-to new Subprocessor. After this process, if a resolution has not been agreed to within ten (10) business days, Wiley will proceed with engaging the Subprocessor.

5.3 Where a Subprocessor fails to fulfill its data protection obligations in connection with the Processing of Customer Personal Data under this DPA, Wiley will remain fully liable to Customer for the performance of that Subprocessor's obligations.

6. Personal Data Breach

6.1 Wiley shall notify Customer without undue delay and will endeavour to within 24 hours and at least within 72 hours upon becoming aware of a Personal Data Breach. Wiley shall provide Customer with sufficient information to allow Customer to meet any obligations to report or inform Data Subjects of each such Personal Data Breach under Data Protection Laws. Wiley shall make reasonable efforts to cooperate with Customer and take reasonable commercial steps to assist in the investigation, mitigation and remediation of each such Personal Data Breach, to the extent such mitigation and remediation is within Wiley's reasonable control. Wiley shall have no liability for any costs arising from a Personal Data Breach except to the extent caused by Wiley's breach of this DPA.

7. Rights of Data Subjects

7.1 Taking into account the nature of the Processing, Wiley shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Customer's obligation to respond to requests to exercise Data Subjects' rights under Data Protection Laws.

7.2 If Wiley receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data, Wiley shall: (i) promptly notify Customer; and (ii) ensure that it does not respond to that request except on the documented instructions of Customer or as required by laws to which Wiley is subject, in which case Wiley shall to the extent permitted by law inform Customer of that legal requirement before responding to the request.

8. Data Protection Impact Assessment and Prior Consultation

- 8.1 Wiley shall provide reasonable assistance to Customer with any data protection impact assessments and prior consultations with Supervisory Authorities or other competent data privacy authorities, which Customer reasonably considers to be required by Data Protection Laws, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, Wiley.

9. Deletion or Return of Customer Personal Data

- 9.1 Customer may in its absolute discretion by written notice to Wiley within fifteen (15) days of the date of cessation of any Services involving the Processing of Customer Personal Data (the “**Cessation Date**”), require Wiley to return a complete copy of all Customer Personal Data to Customer and/or delete and procure the deletion of all other copies of Customer Personal Data. Wiley shall comply with any such written request within sixty (60) days of the Cessation Date. Upon Customer’s request, Wiley shall provide written certification that it has fully complied with this Section. Notwithstanding the foregoing, Wiley may retain Customer Personal Data to the extent required by applicable laws or regulatory requirements or otherwise pursuant to Wiley’s internal data backup procedures, provided that such copies are kept confidential and secure in accordance with this DPA.

10. Audit Rights

- 10.1 Wiley shall make available to Customer, on reasonable request and at least forty-five (45) days’ prior written notice, reports, documentation and other information reasonably necessary to demonstrate compliance with this DPA, and shall allow for and contribute to reasonable audits by or on behalf of Customer in relation to its Processing of Customer Personal Data as set forth in this Section. Customer agrees that, to the extent applicable, the reports, documentation and other information will satisfy any audit or inspection requests by or on behalf of Customer. Any such audit shall be subject to appropriate confidentiality obligations as determined in Wiley’s discretion.
- 10.2 If Customer requests an on-premises audit, the following terms shall apply: (i) such audit shall be limited to facilities operated by Wiley; (ii) unless otherwise mutually agreed upon by the Parties, such audit shall not last more than two (2) business days; and (iii) before the commencement of any such on-premises audit, the Parties will mutually agree upon the scope, timing and duration of the audit. Wiley need not give access to its premises for the purposes of such an audit: (a) to any individual unless they produce reasonable evidence of identity, authority, and a duty to maintain confidentiality with respect to the Customer Personal Data and any Wiley information reasonably considered confidential; or (b) outside normal business hours at those premises, unless the audit by law needs to be conducted on an emergency basis and the Customer has given reasonable notice of such emergency to Wiley before any audit or inspection occurs.
- 10.3 Customer will not exercise such audit right more frequently than once in any calendar year and Customer will bear the full cost and expense of any such audit, unless such audit discloses a security incident which directly impacts Customer Personal Data and is caused by Wiley’s breach of this DPA, in which case Wiley will bear the reasonable cost and expense of such audit.

11. Restricted Transfers

- 11.1 Customer acknowledges and agrees that Processing of Customer Personal Data may include transferring Customer Personal Data outside the Data Subject’s country of residence. Customer shall obtain all necessary consents, if required by national law, from Data Subjects for such transfers of Customer Personal Data. Where, under Data Protection Laws, there are (or there become) restrictions, approvals or conditions placed upon Customer or Wiley transferring Customer Personal Data outside the Data Subject’s country of residence, the Parties shall comply with all such requirements.
- 11.2 To the extent that Wiley Processes any Customer Personal Data that originates from the United Kingdom in a country that has not been designated as providing an adequate level of protection for Personal Data, Wiley and Customer hereby agree to the clauses set out in the UK International Data Transfer Agreement (“**UK IDTA**”). Where applicable, the UK IDTA is hereby incorporated by reference into and form an integral part of this DPA as if fully set forth herein, and the Parties’ execution of this DPA shall be deemed as the Parties’ execution of the UK IDTA. The information required by Tables 1 and 3 to the UK IDTA is set forth in Annex 1, attached hereto. For Table 2, (i) Module Two of the EU SCCs shall apply where Customer is the Controller and Wiley is a Processor and Module Three of the EU SCCs shall apply where Customer is a Processor and Wiley is a Subprocessor; (ii) Clause 7 shall apply; (iii) Clause 9(a) written authorization with a 10-day subprocessor notification shall apply; and (iv) Clause 11 option shall not apply. If the UK IDTA is amended, replaced, or superseded by a new set of clauses, Wiley and Customer hereby agree to such new clauses with an effective date of the latest date permitted by the relevant authority.
- 11.3 To the extent that Wiley Processes any Customer Personal Data that originates from the European Economic Area or Switzerland in a country that has not been designated by the European Commission or Swiss Federal Data Protection Authority (as applicable) as providing an adequate level of protection

for Personal Data, Wiley and Customer hereby agree to the clauses set out in the European Commission's Decision of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries ("EU SCCs"). Where applicable, the EU SCCs are hereby incorporated by reference into and form an integral part of this DPA as if fully set forth herein, and the Parties' execution of this DPA shall be deemed as the Parties' execution of the EU SCCs. Module Two of the EU SCCs shall apply where Customer is the Controller and Wiley is a Processor, and Module Three of the EU SCCs shall apply where Customer is a Processor and Wiley is a Subprocessor. Clause 7 shall apply, Clause 9(a) written authorization with a 10-day subprocessor notification shall apply, and Clause 11 option shall not apply. The information required by the Appendix to the EU SCCs is set forth in Annex 1, attached hereto. If the EU SCCs are amended, replaced, or superseded by a new set of clauses, Wiley and Vendor hereby agree to such new clauses with an effective date of the latest date permitted by the relevant authority.

12. Indemnification; Limitation of Liability

- 12.1 Each Party (an "**Indemnifying Party**") will indemnify, defend and hold harmless the other Party (an "**Indemnified Party**") from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) in connection with any claim by a third party arising from or relating to any breach by the Indemnifying Party of its obligations in this DPA, except to the extent the Indemnified Party is responsible for the event giving rise to the claim. Where both Parties are responsible for the event giving rise to the claim, the Parties expressly agree to indemnify in proportion to each Party's share of such negligence or misconduct.
- 12.2 Each Party's indemnification obligation is subject to the Indemnifying Party receiving: (i) prompt notice of such claim (but in any event notice in sufficient time for the Indemnifying Party to respond without prejudice); (ii) the option to direct any defense; and (iii) all necessary cooperation of the Indemnified Party. The Indemnified Party shall have the right to consult with its own counsel at its own expense. The Indemnifying Party shall not settle any claim without the written consent of the Indemnified Party unless the settlement fully and unconditionally releases the Indemnified Party and does not require the Indemnified Party to pay any amount, take any action, or admit any liability.
- 12.3 In no event shall Wiley or its affiliates, partners, directors, officers, shareholders, employees, advisors or agents be liable for: (i) any indirect, incidental, consequential, punitive or special damages (including lost profits, loss of use or lost data), even if advised of the possibility of such damages; or (ii) In the aggregate any amount that exceeds one million in the currency under which the fees are paid.

13. General Terms

- 13.1 *Changes in Data Protection Laws.* Either Party may, by at least thirty (30) days' written notice to the other, propose any variations to this DPA which the Party reasonably considers to be necessary to address the requirements of any Data Protection Law. The Parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing variations designed to address the relevant requirements as soon as is reasonably practicable.
- 13.2 *Severance.* Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable provision had never been contained therein.
- 13.3 *Survival.* Sections 12 and 13 shall survive termination of this DPA.
- 13.4 *Governing Law and Jurisdiction.* The UK SCCs (if such clauses are applicable) shall be governed by and construed in accordance with the laws of England and Wales and the Parties hereby consent and submit to the exclusive jurisdiction of the courts of England and Wales. The EU SCCs (if such clauses are applicable) shall be governed by and construed in accordance with the laws of the Czech Republic and the Parties hereby consent and submit to the exclusive jurisdiction of the courts of the Czech Republic.

SCHEDULE 2b: DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

A. Data Exporter

Where applicable, the “data exporter” (as that term is used in the UK SCCs and EU SCCs) refers to Customer, which is transferring data pursuant to this DPA. Customer’s data protection officer may be contacted at [REDACTED].

B. Data Importer

Where applicable, the “data importer” (as that term is used in the UK SCCs and EU SCCs) refers to Wiley, which is importing data pursuant to this DPA. Wiley’s data protection officer may be contacted using the details located at <https://www.wiley.com/dataprotection>.

Categories of Data Subjects to whom the Customer Personal Data relates (*select all that apply*)

- | | |
|---|--|
| <input type="checkbox"/> Wiley employees/contractors | <input type="checkbox"/> Prospective customers/clients/end users of a Wiley product or service |
| <input type="checkbox"/> Candidates for employment at Wiley | <input type="checkbox"/> Website visitors |
| <input type="checkbox"/> Authors/editors/reviewers | <input type="checkbox"/> Students |
| <input checked="" type="checkbox"/> Customers/clients/end users of a Wiley product or service | <input type="checkbox"/> Minors (children under 18) |
| | <input type="checkbox"/> Other (<i>describe</i>): |

C. Categories of Customer Personal Data to be Processed by Wiley (*select all that apply*)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Name or other identifier (e.g., username, alias, social media handle, other unique personal identifier) | <input type="checkbox"/> Location data |
| <input checked="" type="checkbox"/> Contact information (e.g., email address, phone number, fax number, physical address) | <input checked="" type="checkbox"/> IP/MAC address, cookie ID, device information, or other electronic identification data |
| <input type="checkbox"/> Picture or video | <input type="checkbox"/> Preferences and interests |
| <input type="checkbox"/> Government identification number or image (e.g., Passport information, Social Security Number, Driver’s License number) | <input type="checkbox"/> Browsing history, search history |
| <input type="checkbox"/> Financial account information (e.g., credit card number, financial account number, cardholder data) | <input type="checkbox"/> Shopping and purchase history |
| <input type="checkbox"/> Date of birth | <input type="checkbox"/> Education information |
| <input type="checkbox"/> Username plus password or security question/answer | <input type="checkbox"/> Employment/professional information |
| | <input type="checkbox"/> Sex, gender |
| | <input type="checkbox"/> Marital status |
| | <input type="checkbox"/> Background check information |
| | <input type="checkbox"/> Other (<i>describe</i>): |

D. Special categories of data (*select all that apply, or N/A if not applicable*)

- N/A
- Biometric data
- Criminal offenses/convictions
- Genetic data
- Health/medical data
- Political opinions
- Racial/ethnic origin
- Religious/philosophical beliefs
- Sex life/orientation
- Trade union membership

F. Processing of Customer Personal Data

Customer Personal Data is Processed for the following purposes: (i) Processing to provide the Services; (ii) Processing initiated by Data Subjects in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer where such instructions are consistent with this DPA and Data Protection Laws. The subject matter and duration of the Processing of Customer Personal Data shall be as consistent with the Services and this DPA.

G. Description of the technical and organizational measures implemented by Wiley

Cybersecurity and Privacy Strategy

Wiley protects its infrastructure and the personal data within it according to the information security principles of confidentiality, integrity, and availability. Our security program is based on the NIST Cybersecurity Framework (CSF), including but not limited to our policies, standard operating procedures, and technical controls. Our privacy program is based on the NIST Privacy Framework to complement and expand our security controls while meeting contractual and legal privacy requirements. Wiley's approach to security and personal data protection incorporates both technical controls and organizational processes.

Confidentiality

A mandatory security education and awareness program is in place to educate internal users on the importance of their obligation to protect the confidentiality of personal data. Employee background checks are performed before granting personnel any data access, and employees are required to acknowledge the commitment to confidentiality of any data they may access in the performance of their duties. Single sign-on (SSO), multi-factor authentication (MFA), and complex password requirements are in place to enforce secure authentication. Wiley follows the principle of least privilege by restricting data access to only individuals with a valid job-based reason to access production information.

Vendor contractual obligations are required for third-party sub-processors prior to any personal data access or transfer to require that the same level of protection be maintained throughout the duration of any vendor engagements, with stipulations covering security and confidentiality of personal data.

Wiley's information security policy requires all sensitive data to be encrypted both in transit and at rest. Endpoint protection is implemented to prevent and detect malware and other security threats. Firewalls and network anomaly detection systems are continuously monitored by the Wiley Security Operations Center (SOC). The Wiley SOC monitors all system security alerts and investigates incidents which may impact the confidentiality, integrity, or availability of the environment or data within it.

Integrity

Wiley uses only hosted data center vendors with appropriate physical security and environmental controls which adhere to SOC 2 Type II as well as ISO 27001 certification standards. Production data is separated from development environments, and a formal change management process is in place to prevent unauthorized changes. To manage vulnerabilities, monthly scans are performed to confirm that the appropriate level of security patching and configuration is maintained. Secure audit logs are in place for nonrepudiation and traceability.

Availability and Resilience

Wiley uses industry-recognized hosted data center vendors with ISO 27001 and SOC 2 certifications to achieve high availability and resilience. Business continuity and disaster recovery plans are in place and tested periodically to confirm process effectiveness. Backups are taken and stored per data classification and retention requirements to enable restoration. Anti-DDoS protection is in place, and application security reviews are conducted on Wiley sites.

Risk Management

Wiley has implemented a data risk management strategy that considers the risks of accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored, or otherwise processed. Wiley considers the likelihood and severity of the risks to individuals whose personal data Wiley may process in the performance of service contracts. Data protection is considered throughout the lifecycle of products and services, and technical personnel are trained in privacy by design and default.

Incident Response and Breach Notification

Wiley maintains a 24x7x365 Security Operations Center (SOC) that responds to and investigates system or security alerts as well as reported incidents. Wiley has implemented an Incident Response Plan (IRP) which prioritizes regulator and/or client breach notification requirements when they are applicable to a security or privacy incident. Where Wiley is engaged as a sub-processor on behalf of a client, Wiley will not notify individual data subjects affected by a breach directly and will instead notify the client of a data breach no later than the timeline specified in the agreement.

H. List of Sub-processors Processing Customer Personal Data:

Amazon
Google
Synoptek
Equinix
Sendgrid
Cloudflare
NetApp

I. Description of transfer

Categories of data subjects whose personal data is transferred: As set forth in Section C of this Annex 1.

Categories of personal data transferred: As set forth in Section D of this Annex 1.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures: As set forth in Sections E and G of this Annex 1.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): Data is transferred on a continuous basis.

Nature of the processing: As set forth in Section F of this Annex 1.

Purpose(s) of the data transfer and further processing: As set forth in Section F of this Annex 1.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: Personal data will be retained for as long as necessary to carry out the purposes set forth in this DPA, and for any additional period that may be required by law.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: As set forth in Section F of this Annex

J. Competent Supervisory Authority

Where the Customer executing this DPA is established in an EU Member State, the supervisory authority of such Member State shall act as competent supervisory authority.

Where the Customer executing this DPA is not established in an EU Member State, the supervisory authority of one of the Member States in which the data subjects whose personal data is transferred are located, as indicated in this Annex 1, shall act as competent supervisory authority

STANDARD CONTRACTUAL CLAUSES

Controller to Processor

SECTION I

Clause 1

Purpose and scope

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) ⁽¹⁾ for the transfer of data to a third country.
- (b) The Parties:
 - (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and
 - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')have agreed to these standard contractual clauses (hereinafter: 'Clauses').
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
 - (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
 - (ii) Clause 8.1(b), 8.9(a), (c), (d) and (e);
 - (iii) Clause 9(a), (c), (d) and (e);
 - (iv) Clause 12(a), (d) and (f);
 - (v) Clause 13;
 - (vi) Clause 15.1(c), (d) and (e);
 - (vii) Clause 16(e);

(viii) Clause 18(a) and (b).

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7

Docking clause

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

- (a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.
- (b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter ‘personal data breach’). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

- (b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.
- (d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union ⁽²⁾ (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- (i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
- (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

- (a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.
- (b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.
- (c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.
- (d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.
- (e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

- (a) **GENERAL WRITTEN AUTHORISATION** The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least 10 days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.
- (b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. ⁽³⁾ The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.
- (c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.

- (d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.
- (e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10

Data subject rights

- (a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.
- (b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.
- (c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11

Redress

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
 - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
 - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.
- (c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.
- (d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.
- (e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
- (g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13

Supervision

- (a) Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679:] The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.
- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
 - (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards ⁽⁴⁾;
 - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1 Notification

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
 - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these

Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or

- (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
 - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;

- (ii) the data importer is in substantial or persistent breach of these Clauses; or
- (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of the Czech Republic.

Clause 18

Choice of forum and jurisdiction

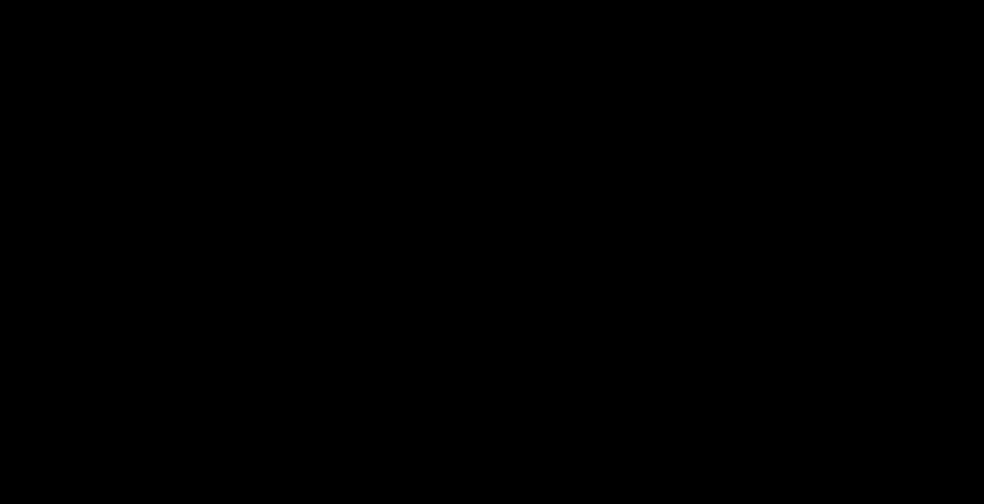
- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of Ireland.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX

ANNEX I

A. LIST OF PARTIES – See SCHEDULE 2b, A & B: DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

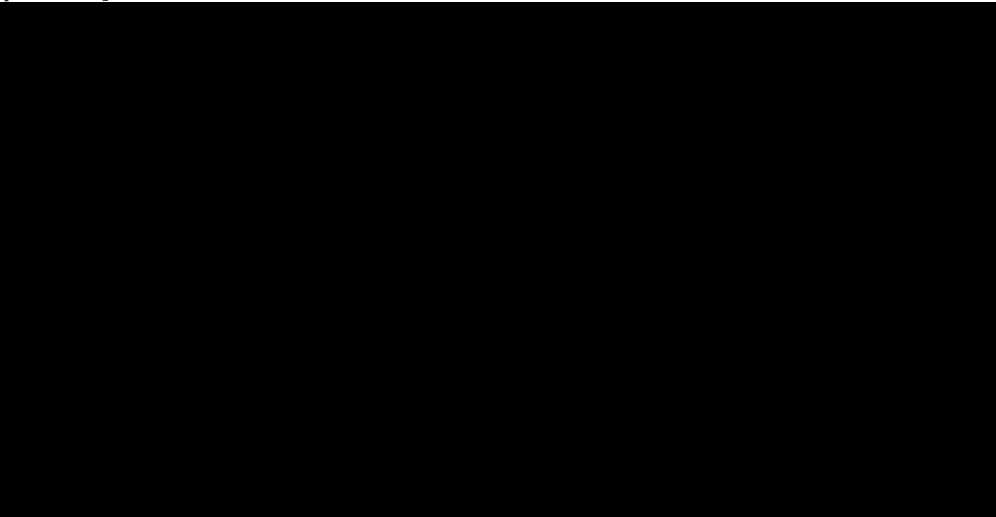
Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*



Role (controller/processor):

2.

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*



Role (controller/processor):

2.

B. DESCRIPTION OF TRANSFER – See SCHEDULE 2b, I: DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

Categories of data subjects whose personal data is transferred

...

Categories of personal data transferred

...

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

...

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

...

Nature of the processing

...

Purpose(s) of the data transfer and further processing

...

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

...

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

...

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

...

ANNEX II

**TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES
TO ENSURE THE SECURITY OF THE DATA**

See SCHEDULE 2b, G: DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

ANNEX III

LIST OF SUB-PROCESSORS: See SCHEDULE 2b, H: DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

APPENDIX A: PUBLISHING RIGHT

Allocation of Article Entitlement by Customer: Consortium will manage the Article Entitlement on a first-come, first-served basis.

Applicable Hybrid Journals, and Corresponding APCs, for the Publishing Right

Wiley maintains an up-to-date, publicly available, online list of Hybrid Journals, and the APCs for each, which is available at:

- <https://authorservices.wiley.com/asset/Wiley-Journal-APCs-OnlineOpen.xlsx> Wiley may change the URL at its sole discretion.

This list governs the journals covered by this Agreement.

APPENDIX A.1: ILLUSTRATIVE LIST OF ARTICLE CLASSIFICATIONS ELIGIBLE FOR OPEN ACCESS PUBLISHING

Article Classification	Description	Eligibility for OA Publishing in Hybrid Journal
Abstract	Abstracts published as articles, either individually, under sections, or as an entire collection from a conference, and materials related to them, such as Introductions, Author Indices etc.	N
Announcement	Sharing factual information or acknowledgements from the journal or its owners that is not dissemination of knowledge, research, or opinion.	N
Career and Management	Article relating to career development or managing a practice or people or small business for practitioners.	N
Case Study	Detailed report or presentation of the symptoms, signs, diagnosis, treatment, and follow-up of an individual patient or selected disease indications. Usually describes an unusual or novel occurrence or has substantial learning value for readers.	Y
Classification	Classification articles include Rating Scales and other non-eligible article types which do not participate in Author Services.	N
Commentary	Expert opinion from one or more people (who may agree or disagree) on a published work, current understanding/status of an area, or how practice should be undertaken. Generally with references.	Y
Correction	To correct an error or omission in an article, where no ethical concerns have been detected or reported, and the conclusions of the study remain intact	N
Correspondence	A letter, or response to a letter, sent to the journal to raise a point of interest, discuss a difference of opinion or encourage participation	N
Data Article	Detailed description of a dataset and its creation, with the data included in machine-readable format, that enables others to make use of the data. No research done with the data is included.	Y
Editorial	To convey an opinion, or overview of an issue, by the Editor or someone invited by the editor	N
Education	Educational piece that explains a subject, method or current thinking to enable others to understand and/or use it. Does not present new research/findings. May also elicit reflection or test knowledge or thinking, and be linked to professional certification	Y
Events	A curated list of relevant upcoming events in the field of interest of the journal and its readers	N
Index	A list of the contents of an issue, volume, future issue plans	N
Introduction	A introduction to an issue, which may introduce the theme, or highlight selected articles, or preview the full contents of the issue	N
Lecture	Transcript or summary of a speech given at a conference, symposium, workshop or similar, usually an invited speech, given by a recognised expert, an award winner, or elected society officer.	Y
Media Review	Short review on the usefulness/quality of one or more books or other media, to aid readers in decision-making	N
Meeting Report	Summary of developments presented at a meeting, relying largely on the works presented at the meeting, rather than being fully referenced accounts of a field.	N
Method and Protocol	Procedural method in the design and implementation of an experiment or study	Y
News	External factual information to keep readers up to date with events	N

Obituary	Celebration of the life of a deceased researcher of significance, by giving an account of the work and influence of that individual.	N
Opinion	An opinionated, subjective piece by one or more experts, (who may agree or disagree) on a topic or publication.	N
Perspective	Personal opinion on a topic, often with a novel/imaginative approach to a provocative question, with an engaging though rigorous investigation that enhances the understanding of the subject, including new developments, and moderate referencing	Y
Practice and Policy	Public statement of what a representative group of experts agree to be evidence-based and state-of-the-art knowledge on an aspect of practice/policy.	Y
Profile	Life story of a person significant to the field.	N
Rapid Publication	Report of a key new research finding that needs/merits fast dissemination, and so is expedited.	Y
Research Article	Reports of original research, with methods, findings and conclusions.	Y
Retraction or Concern	Flags or warnings to readers in escalating levels, from Notifications (to acknowledge an issue but to indicate no further action), through Expressions of Concern (to indicate problems cannot be resolved and that caution may be needed), to Retractions and	N
Review Article	Overview of developments in fields or the current lines of thought. Synthesizes multiple sources of information and has long list of references. Emphasis is more factual and less on opinion.	Y
Short Communication	Brief observations and research reports in a concise format.	Y
Technical Note	Extensions or updates to previously published research, reporting additional controls; projects that did not yield publishable results but represent valuable information regarding protocol and data collection; additions to established tools, experimental or computational methods; description of a database; null results and orphan data; data management plans; description of a specific development, technique or procedure, or a modification of an existing technique, procedure or device; new algorithm or computational method, new experimental method, improved version of an experimental protocol or computational approach, new implementation of an existing algorithm...	Y

APPENDIX B – LICENSED ELECTRONIC JOURNALS – THE DATABASE

Customer: National Library of Technology for the benefit of the Member Institutions (CzechElib Consortium)

The Database will comprise all subscription-based journal titles published on Wiley Online Library (or any platform designated by Wiley) including titles previously excluded from collections, transfer titles and newly launched journals.

1. The complete list of titles included in the Database is available at https://onlinelibrary.wiley.com/pb-assets/PriceLists/Database_Model_Journal_List.pdf.
 - 1.1. The titles British Journal of Radiology (BJR) and Dentomaxillofacial Radiology (DMFR) may be accessed via <https://www.birpublications.org/action/showLogin>. Usage statistics may be obtained via <https://www.birpublications.org/page/usagedata>. Wiley may change the URLs at its sole discretion.
2. **Access:** The subscription will entitle the Customer to online access to the electronic files of all content published in the journals that comprise the Database during the term of the subscription and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley. Retrospective content for BJR and DMFR is provided back to 2009. For the avoidance of doubt, this does not include any material included in Backfiles for the same journals.
3. **Perpetual Access:** Upon termination of this Agreement, Wiley will provide the Customer with perpetual access to the electronic files of all content published in the journals that comprise the Database during the term of the subscription, where Wiley has the rights to deliver this until the end of 2026. For the avoidance of doubt, the Customer will retain perpetual access rights to current electronic files and retrospective content, generally back to 1997, for any journals in which the Customer currently has such rights. Retrospective content for BJR and DMFR is provided back to 2009. No perpetual access rights are provided under this Appendix B for any material included in Backfiles for the same journals.
4. **Journal Database Fees:** included in the Annual Access & Hybrid Journal Publishing Fee per Contract Year listed in Section 5.1 of the Agreement.
 - 4.1. **Subsequent Contract Years:**
 - 4.1.a. The number and value of the journal titles included in the Database may materially change in subsequent Contract Years.
 - 4.1.b. Wiley will submit to the Customer by September 1 of the current Contract Year a list of the online editions of all journals in the Database that will be made available on Wiley Online Library (or any successor platform) in the following Contract Year including all confirmed new and transfer journal titles. For journal titles that are transferred out of the Database, Wiley will use all reasonable efforts to comply with the Transfer Code of Practice or to the then-prevailing industry standard.
 - 4.1.c. In the event of a material change on the number and value of the journal titles included in the Database that could affect the Database Fee, the parties shall negotiate in good faith an appropriate amount as a fair compensation for such material change.
5. **Print Subscription Pricing:** The Customer can purchase print subscriptions to journals in the Database to which the Customer subscribes at a deeply discounted rate at the prevailing rate. The deeply discounted rate will be confirmed annually by September 1 of the current Contract Year. This does not apply to:
 - 5.1. Titles published in e-only format by Wiley.
 - 5.2. Titles for which print subscriptions are only available through a Print-on-Demand option. Print on Demand subscriptions are not eligible for any discount.
 - 5.3. Print subscriptions should be ordered directly via the Wiley Customer Services department, or through an agent.

¹ Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation 25512. Transitional Agreement

(EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC ([OJ L 295, 21.11.2018, p. 39](#)), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision 2021/915.

² The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

³ This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.

⁴ As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.