

MASTER PUBLISHING AGREEMENT

THIS AGREEMENT is made as of the 31st day of October 2022, between

CSC SAV, organizational unit VEDA, vydavateľstvo SAV, Dubravská cesta 5820/9, 841 00 Bratislava, Slovakia, holding tax (VAT) identification number SK2020894843
Represented by JUDr. Milan Brnák – Director (“VEDA”)

and

De Gruyter Poland Sp. z o.o., with offices at ul. Bogumiła Zuga 32A, 01-811 Warsaw, Poland, entered into the National Court Register kept by the District Court of Warsaw under number KRS 0000055478, NIP (fiscal identification) number PL 9521878738, having a share capital of PLN 1,905,000, trading under the name Sciendo
Represented by Jacek Ciesielski – President of the Management Board (“**Sciendo**”).

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

§ 1. RECITALS

This Agreement sets forth the terms and conditions between the parties concerning their cooperation in arranging for the provision by Sciendo of marketing services and technology services to Institutes of the Slovak Academy of Sciences (Academy Institutes) as more fully described herein.

§ 2. DEFINITIONS

In this Agreement:

- a. "Publishing Services Agreement" means a contract to which Sciendo is a party;
- b. "Academy Institute" means any entity, whether it has legal personality or not, which:
is part of, is supervised by, has its activity coordinated by or is otherwise affiliated to the Academy, and
is capable of entering into a contract relating to its activity on its own behalf

§ 3. OBLIGATIONS OF SCIENDO

1. Sciendo will enter into publishing services agreements with those Academy Institutes that will be willing to enter into such agreements;
2. Sciendo may, however, refuse to enter into a publishing services agreement with an Academy Institute for an important reason, including but not limited to where Sciendo has reasonable grounds to believe that such unit would be unable to meet its obligations under a publishing services agreement or a publishing services agreement with that unit has been previously terminated;
3. Sciendo commits that the initial charge will amount, as of the time of conclusion of that agreement, to 150 Euro net (plus VAT if applicable) per article for services in the range of STANDARD package. See Appendix-1 for the list of services provided within the STANDARD package;
4. Sciendo commits that the initial charge will amount, as of the time of conclusion of that agreement, to 260 Euro net (plus VAT if applicable) per article for services in the range of CLASSIC package; see Appendix-2 list of services provided within the CLASSIC package.

§ 4. OBLIGATIONS OF VEDA

VEDA will provide funds to Academy units in the amount of 11,900 EUR net (plus VAT if applicable) per year ("Funds"). The Funds will be used to pay Sciendo for its publishing services for 340 articles published in the year 2022 at the charge of 35 Euro net (plus VAT if applicable) per article. The Funds are paid in advance for the calendar year. Sciendo issues the invoice within 30 days from the date of this Agreement. VEDA pays the invoice not later than in 30 days from its date. In the form of an Appendix to this Agreement the Parties may agree to provide publishing services for more than 340 articles at the charge of 40 Euro net (plus VAT if applicable) per each additional article. Sciendo issues the invoice for those extra articles not earlier than within 30 days from the date of the Appendix. VEDA pays the invoice not later than in 30 days from its date. If the number of articles published in the year 2022 is less than agreed in the Agreement or in the Appendix, this shall not result in a credit payable by Sciendo.

§ 5. TERM

This Agreement shall remain in force until Dec 31, 2022.

§ 6. CONFIDENTIALITY

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

§ 7. MISCELLANEOUS

1. Neither party may assign any of its rights or obligations under this Agreement without the other party's written consent. Sciendo may, however, assign all or any of its rights and obligations hereunder to a company or partnership that is dependent on Sciendo, that controls Sciendo or that is controlled by a company or partnership that controls Sciendo (the relation of dependence or control to be assessed according to the Polish Commercial Companies Code), unless such assignee is insolvent at the time of such assignment.
2. Changes of or supplements to this Agreement shall not be valid unless made in writing. The same rule shall apply to termination of this Agreement and any other notice that this Agreement requires to be given in writing.
3. This Agreement constitutes the full and complete statement of the agreement of the parties with respect to the subject matter hereof and supersedes any previous offers, agreements, understandings or communications, whether written or oral, relating to such subject matter.
4. Unless this Agreement expressly provides otherwise, Sciendo's liability for its failure to provide the Services in accordance with this Agreement shall only arise where such failure is due to Sciendo's intentional fault or gross negligence or that of a person for whom Sciendo is liable.

5. If any provision in this Agreement is held to be invalid or unenforceable, that provision shall be, inasmuch as possible, construed, limited, modified or, if necessary, severed, to the extent necessary to eliminate its invalidity or unenforceability.
6. This Agreement shall be governed by the laws of Slovakia, and any disputes arising out of this Agreement or related hereto shall be instituted in the Slovak courts having jurisdiction over Sciendo's registered office.
7. The parties' obligations in respect of personal data protection are set out in Attachment No 1 to this Agreement.

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

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

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Jacek Ciesielski

Position: **President of the Management Board**

Signed for and on behalf of the Journal Owner: **CSC SAV, organizational unit VEDA, vydavatel'stvo SAV**

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By: **JUDr. Mila**

Position: **Presid**

Appendix 1- list of services in STANDARD package:

I. TECHNOLOGY SOLUTIONS

VARIOUS SOLUTIONS

- provide a Journal webpage;
- provide a hosting and distribution platform on which Journal content will be accessible;
- provide a system to detect plagiarism (the '**Similarity Check**');)

II. SERVICES

PRODUCTION

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

MARKETING

INDEXING

- arrange for the indexing of the Journal or Journal articles by abstracting and indexing services relevant to the Journal subject field,
- pre-evaluate the Journal for Scopus, Medline (only for medicine and related fields) and Clarivate Analytics,
- apply to Scopus, Medline (only for medicine and related fields) and Clarivate Analytics, if pre-evaluation has been positive,
- configure the Journal webpage in view of its indexing by Google and other search engines;

FULLTEXT DISTRIBUTION

- distribute to libraries through online platform,
- arrange for coverage by full-text repositories,
- arrange for coverage by discovery services,
- arrange for coverage by open access directories, such as DOAJ, and distribute metadata to those services,
- set terms for document delivery companies, and serve these companies,
- provide long term preservation services;

CONSULTING

- provide handbooks for the Journal editors and authors,
- advise how to increase citations and impact factors (for journals indexed by Clarivate Analytics),
- advise how to increase reference linking;

CUSTOMER SERVICE

- provide a Customer Service specialist – a single point of contact for the Journal editors to exchange information between Sciendo and the editors, to coordinate the provision of the Services and to resolve potential problems,

- provide an online instruction for editors (on contracted services),
- provide Annual Review Reports sent to editors once a year.

Appendix 2 - list of services in CLASSIC package:

III. TECHNOLOGY SOLUTIONS

VARIOUS SOLUTIONS

- provide a Journal webpage;
- provide a hosting and distribution platform on which Journal content will be accessible;
- provide a system to detect plagiarism (the '**Similarity Check**');)

ONLINE SUBMISSION AND EDITORIAL SYSTEM:

- facilitate the online submission of scholarly manuscripts and the subsequent management of the process of review and revision of the Content, by those natural persons authorized by the Journal Owner to do so (such as the Journal's submitting authors, editors and reviewers), as well as storing and transmission of other information normally collected and used in the operation of the System;
- prepare the System web site to be used by the Users (the "**Site**"); the Site design and layout shall conform to Sciendo's then current standards therefor; Sciendo shall include in the Site visual characterization that reflects the Journal's identity (web pages customized to reflect the "look and feel" of the Journal);
- provide the Journal Editor (as defined in Clause 2.4.a) with up to ten (10) hours of remote training in the use of the System in the first four (4) months after this Agreement's date;
- offer the Journal Owner additional services for an extra fee, namely Additional Technical Support, Additional Training, Data Load, Extra Storage Space.

IV. SERVICES

PRODUCTION

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

MARKETING

INDEXING

- arrange for the indexing of the Journal or Journal articles by abstracting and indexing services relevant to the Journal subject field,
- pre-evaluate the Journal for Scopus, Medline (only for medicine and related fields) and Clarivate Analytics,
- apply to Scopus, Medline (only for medicine and related fields) and Clarivate Analytics, if pre-evaluation has been positive,
- configure the Journal webpage in view of its indexing by Google and other search engines;

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- distribute to libraries through online platform,
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- provide handbooks for the Journal editors and authors,
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- provide a Customer Service specialist – a single point of contact for the Journal editors to exchange information between Sciendo and the editors, to coordinate the provision of the Services and to resolve potential problems,
- provide an online instruction for editors (on contracted services),
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Attachment No 1 – Personal Data Processing Rules

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

