

Driving innovation together

Read and Publish Agreement SURF and IOS Press 2023 - 2025



READ and PUBLISH AGREEMENT

The undersigned:

<u>SURF B.V.</u>, a private limited company with its registered office at Moreelsepark 48, Utrecht, The Netherlands, duly represented in this by its Manager Procurement & Contracting, and referred to hereinafter as "SURF";

and

<u>IOS Press</u>, with its registered office at Nieuwe Hemweg 6B, 1013 BG Amsterdam, duly represented in this by its Deputy Director, referred to hereinafter as "**Publisher**";

hereinafter jointly referred to as the "Parties";

Whereas:

- Institutions wish to acquire Rights of Use in respect of the Licensed Material provided by Publisher;
- Institutions wish to acquire the Rights to Publish articles in Open Access in the Licensed Material provided by Publisher;
- SURF provides Intermediary Services in respect of the acquisition of Rights of Use as well as the Rights to Publish in Open Access of Licensed Material on the one hand and Institutions wish to acquire Rights of Use and the Rights to Publish for their End-Users on the other;
- SURF and Publisher have concluded the present Read & Publish Agreement, whereby Parties
 have stipulated that Publisher is prepared, on the conditions set out in the Licence Agreement as
 included in Schedule C to this Agreement, to grant Institutions Rights of Use in respect of the
 Licensed Material and SURF is prepared to perform the services specified in this Read & Publish
 Agreement;
- SURF is acting on behalf of the Institutions referred to in Schedule A to this Agreement.

Declare that they have agreed as follows:



Definitions

Definition	Description
Agreement	This Agreement for Intermediary Services Content and its associated Schedules.
Corresponding Author	The author who is responsible for the submission of an article and who, for this article, functions as a contact person for the Publisher.
Course Packs	A multi-source collection or compilation of information (e.g. book chapters, journal articles, abstracts, multi-media materials) assembled by members of staff of the Institution for use by students for the purpose of training, education and instruction, either in printed, electronic or non-print perceptible (audio or braille) form, possibly within a virtual learning/research environment.
Documentation	The description of the Licensed Material.
Eligible Authors	Teaching and research staff employed by or otherwise accredited to one of the Institutions as well as students enrolled or accredited to one of the Institutions and who want to publish Open Access (including Corresponding Authors).
End-User	A person appointed or employed or formerly employed and retired by the Institution or otherwise authorised in the context of the Institution's operations, as well as a student, external student, course participant registered with the Institution, who is authorised by the Institution pursuant to the License Model concluded by the Institution to acquire Rights of Use in respect of the Licensed Material. End-user also includes a third party solely within the premises of the Institutions.
Hybrid Journals	Subscription journals in which some of the articles are open access.
Institutions	The educational and research institutions and institutions equivalent to those that are specified, according to category, in Schedule A.
Intermediary Services	The services to be supplied by SURF, in accordance with the Agreement relating to the conclusion of Licence Agreements, between the Institutions and Publisher.
Licence Agreement	The agreement regarding the Right of Use and/or the Rights to Publish in respect of the Licensed Material that is concluded between Publisher and the Institution via SURF as intermediary. The Licence Agreement is included as Schedule C.
Licence Fee	The charge(s) payable for the Licensed Material as agreed by Parties and which are specified in Schedule B and Schedule C-a.
Licensed Material	The material specified in Schedule B and Schedule C-a of which the Institution can acquire Rights of Use via SURF as intermediary by means of a License Agreement.
Licensed Materials	The material specified in Schedule B and Schedule C-a of which the Institution can acquire Rights of Use via SURF as intermediary by means of a License Agreement.
Market Area	The geographical area where the Institutions are situated.
Media	The media on which the Licensed Material is recorded.
Open Access	Online research output that is free of all restrictions on access.
Personal Data	Personal data processed by Publisher on behalf of the Institutions regarding End-Users and employees/students of Institutions, as defined in the General Data Protection Regulation.
Rights of Use	The rights granted to an Institution by Publisher to use Licensed Material and the Media for a specified period and for an explicitly specified target group of End-Users.
Rights to Publish	The rights granted to Eligible Authors of an Institution by Publisher to publish articles in Open Access in the publications of Publisher.
Schedules	Appendices to the Agreement which form part of this Agreement. The Schedules set forth the conditions referred to in this Agreement.



Article 1 Subject and Term

- Publisher hereby grants SURF the right, in accordance with the provisions of the Agreement, to provide Intermediary Services within the Market Area regarding the Licensed Material.
- 1.2 Publisher makes the Licensed Material available through either SURFconext and/or via IP ranges for Institutions not yet connected to SURFconext. For the latter variant SURF delivers the IP ranges of Institutions to Publisher.
- 1.3 This Agreement is entered into for a period of three (3) years, commencing on 1 January 2023 and consequently ending on 31 December 2025, unless terminated prematurely as provided for in Article 12.

Article 2 Performance Publisher

- 2.1 Publisher shall do everything necessary on its part in the given circumstances to enable SURF to provide the Intermediary Services.
- 2.2 At the request of SURF, Publisher shall provide access to Licensed Material in such a way that the Rights of Use can be exercised by Institutions.
- 2.3 Publisher shall use all reasonable efforts to ensure that the Publisher platform has adequate capacity and bandwidth to support the usage by Institutions.
- 2.4 Publisher shall provide customer support services to SURF by e-mail or by phone. This includes answering e-mail queries about the use, functionality and content of the Licensed Material within 24 hours on working days.
- 2.5 Publisher shall allow Corresponding Authors to publish their articles as provided for in the Licence Agreement.
- 2.6 Publisher shall comply fully with the Publisher commitments as provided for under each Licence Agreement.

Article 3 Performance SURF

- 3.1 SURF shall act as an intermediary in respect of the conclusion of Licence Agreements between Institutions and Publisher within the Market Area. The Intermediary Services include arrangements of SURF with Publishers regarding discounts, prices for Rights of Use, provision of Open Access, licence administration and remittance of payments or debiting of payments for Institutions. In all its actions vis-à-vis Institutions (including potential Institutions), SURF shall at all times make clear that it is acting as an independent party. SURF shall not do or say anything that may create the impression that SURF's authority to act as intermediary extends any further than specified in this Agreement.
- 3.2 SURF shall use reasonable efforts to have the Licence Agreements concluded by the Institutions for the Licensed Material, types of Licence Agreements, and Licence Fees as specified in Schedule B.
- 3.3 SURF shall not be permitted to actively recruit outside the Market Area. Within the Market Area, the Intermediary Services shall be restricted to the Institutions.
- 3.4 SURF shall not be permitted to extend the number of categories of Institutions listed in Schedule A without the prior written consent of Publisher. Publisher shall not refuse its consent on unreasonable grounds.



- 3.5 SURF shall not make any statements regarding the functioning or other aspects of the Licensed Material that might be misleading or that SURF knows, or should know, cannot be fulfilled. SURF shall indemnify Publisher for any claims for damages asserted by Institutions, its End-Users (including potential Institutions and their End-Users) on the basis of statements or actions on the part of SURF as provided for above.
- 3.6 SURF shall immediately notify Publisher of any deficiencies in the functioning of the Licensed Material and/or of any complaints made by Institutions.
- 3.7 To ensure that Publisher grants Rights of Use and the Institution honors the Rights of Use that are granted, SURF shall provide the Institution, digitally, with a Licence Agreement to be signed by the Institution. SURF shall endeavor that the signature of the Institution is set by a representative of the Institution who is authorized to sign.
- 3.8 SURF will endeavor that by concluding the Licence Agreement digitally, the Agreement has the same validity as when concluded with a written signature by the Institution.

Article 4 Contract Management Process

- 4.1 SURF and Publisher shall evaluate the Publisher's execution of the performance under the Agreement at least twice each year. SURF is authorised to represent the Institutions in this regard and to act on their behalf. The Institutions are entitled to take part in this evaluation.
- 4.2 For contract management at least the following shall be evaluated: the degree to which Publisher executes the performance as laid down in the Agreement and the Licence Agreements, the reports handed over (e.g. on Open Access), the invoicing and payment, possible improvements in the performance (changes, additions etc.), the innovation opportunities and the degree to which service levels are complied with. In the meeting, the general findings of all Parties about the quality of the provision of services shall be discussed, as shall the escalations and potential problems. In this context, possible measures for improvement shall also be discussed.

Article 5 Limitation of Liability

Parties cannot be held liable for any loss or damage sustained by the other Party except in so far as such loss or damage is the direct result of an intentional act or omission or gross negligence on the part of the other Party or the loss or damage consists in the personal injury or death caused by a Party's gross negligence or wilful wrongdoing.

Article 6 Intellectual Property Rights

- 6.1 SURF shall be entitled to make use of Publisher's trademarks, trade names, and other indications of origin to identify the Licensed Material in the context of its Intermediary Services pursuant to the Agreement.
- The intellectual property rights in respect of the Licensed Material shall be vested in Publisher. This Agreement does not assign or transfer any right, title or interest in these intellectual property rights to SURF. Publisher warrants that all intellectual property rights in the Licensed Material are owned by or validly licensed to Publisher and that the use of the Licensed Material by SURF will not infringe any intellectual property right. Publisher indemnifies SURF against all liabilities, costs, damages and losses in respect of infringement of its intellectual property rights by third parties.



- 6.3 Parties shall not register one another's trademarks, trade names, or other indications of origin or any other marks or symbols similar to them.
- 6.4 SURF shall inform Publisher as soon as possible of any infringement of Publisher's trademarks or other intellectual property rights of Publisher due to the use of the Licensed Material, which comes to the attention of SURF. In this connection, SURF shall render all reasonable cooperation to Publisher with regard to rectifying such infringements. Publisher shall bear the costs of SURF for its co-operation.
- 6.5 SURF's right to make use of Publisher's trademarks, trade names, or other indications of origin shall terminate by operation of law when this Agreement is terminated or dissolved, for whatever reason.
- 6.6 SURF shall be entitled to refer to itself in respect of the Licensed Material as an authorised intermediary of Publisher.
- 6.7 SURF shall endeavor that Institutions observe the obligations imposed on them by the provisions of the Licence Agreement. Should it appear that an Institution does not comply with some or all of the obligations specified in this Licence Agreement, SURF shall immediately inform Publisher, after which Publisher may take measures itself. SURF shall render all necessary assistance in this respect.

Article 7 Licensed Material, Licence Models and Licence Fees

- 7.1 SURF shall provide the Intermediary Services regarding allocation of Rights of Use. Schedule B gives a detailed specification of the licence models and licence fees that are applicable pursuant to the Agreement.
- 7.2 SURF is entitled to calculate the Institution a percentage mark on top of the Licence Fee(s) mentioned in Schedule B Description of Licensed Material in order to reimburse the costs for the provision of Intermediary Services for the benefit of the Institution.

Article 8 Open Access Publishing

- 8.1 SURF shall make arrangements with Publisher regarding provision of Open Access. These arrangements concluded between the Institutions and Publisher are set out in Schedule C Licence Agreement.
- Publisher shall deliver a full report of all articles (Open Access and otherwise) published by the Institutions over the period 1 January until 30 June and 1 July until 31 December. The report gives an overview of the name of the Corresponding Author; Institution; article title; DOI; clickable DOI; journal title; eISSN; print ISSN; OA licence applied; date first published online; journal APC; author e-mail. The report shall be delivered within 4 weeks after the end of the 6 month periods. The report shall be sent to SURF or to an appointed Contact Person of the Institutions.
- 8.3 When setting up the workflow for Open Access, Publisher will consult with SURF and/or representatives of the participating libraries. Parties shall agree to and evaluate relevant workflows and tools with regard to Open Access publishing regularly, at least 4 times per year.
- 8.4 If, at the end of this Agreement a renewal Agreement has not been finalized, the Publisher agrees to continue the Open Access publishing workflow for Eligible Articles for a grace period of three months.



Article 9 Reporting and Invoicing

- 9.1 Publisher will submit the invoice for the Rights of Use and for the Rights to Publish granted by Publisher to the Institution only to SURF for payment.
- 9.2 Invoices will be submitted no earlier than two months before the start of the period charged. Unless agreed otherwise, invoices will not charge for periods longer than one year.
- 9.3 SURF will effectuate payment to Publisher of the amount of the invoice referred to in sub clause 1 of the present clause within 60 days of receiving the invoice. When paying an invoice, SURF will not be entitled to invoke any discount, deduction, compensation, or postponement whatsoever other than as provided for in this Agreement. SURF will be allowed to pay in instalments.
- 9.4 Publisher will deliver Counter Compliant usage statistics to SURF in its role as consortium administrator, at the request of SURF.
- 9.5 Publisher will support and allow the systematic harvesting of usage statistics through the SUSHI protocol (https://www.niso.org/standards-committees/sushi).

Article 10 Delivery of Licensed Material

- 10.1 Upon the Institution having signed the Licence Agreement or having stated unconditionally that it agrees to the provisions of the said Licence Agreement, Publisher shall provide the Institution with access to the Licensed Material in accordance with the provisions set forth in Schedule C.
- 10.2 SURF shall have complimentary access to the Licensed Material for the purpose of providing information to the Institutions.

Article 11 Guarantee

- Publisher shall guarantee that its performance shall continue to comply with the agreed conditions and qualifications as recorded in this Agreement and with the quality requirements and standards that are customary in the particular professional sector.
- Publisher shall guarantee that its performance on the basis of this Agreement shall be executed in a professional and uninterrupted manner.

Article 12 Premature Termination or Dissolution

- Premature termination of this Agreement by either Party shall be possible with immediate effect, without judicial intervention, and without any obligation to pay damages in the following circumstances:
 - The other Party acts contrary to the arrangements set forth in this Agreement, including but not restricted to no longer being able to give access to the Licensed Material through Publisher losing the right to allocate Rights of Use, under the condition that a notification in writing of the breach, setting a reasonable term, has been arranged for;
 - Submission of an application for a suspension of payments by either Party;
 - Insolvency of either Party.
- 12.2 Obligations which by their nature are intended to continue after the termination or dissolution of this Agreement shall continue after such dissolution.



Article 13 Indivisibility of the Agreement

13.1 Should one or more provisions of this Agreement become invalid or inapplicable, the validity of the other individual provisions and the overall validity of this Agreement shall be unaffected.

The following Schedules form an inseparable part of this Agreement:

Agreement

Schedule A: Categories of Institutions;

Schedule B: Description of Licensed Material, Licence Models and Licence Fees;

Schedule C: Model Licence Agreement with Schedules.

In the event of any conflict between the provisions of this Agreement itself and those of the Schedules, the provisions shall prevail in the above order of priority.

Article 14 General

- 14.1 Any general terms and conditions of delivery and/or payment and any other general or particular terms and conditions applied by Publisher shall not apply and are hereby expressly rejected.
- 14.2 All notifications made by Parties to one another pursuant to this Agreement shall be made in writing or by e-mail. Oral statements, undertakings, or arrangements shall have no legal effect unless confirmed in writing or by e-mail.
- 14.3 Each Party shall appoint an authorised employee to represent the Party in the context of this Agreement.
- Any dispute arising between Parties in respect of this Agreement shall be submitted to the competent court in Utrecht, The Netherlands, for adjudication.
- 14.5 A dispute shall be deemed to exist if one of the Parties notifies the other Party to that effect by registered mail.
- 14.6 The provisions and conditions contained in the Agreement and the Schedules shall specify the entire Agreement between the Parties and shall set aside all previous agreements, whether oral or written, made between the Parties.
- 14.7 Amendments to the Agreement and/or to the Schedules and/or additions thereto shall only become legally effective and binding for the Parties when they have been agreed between the Parties in the form of a schedule to be attached to the Agreement, either in writing or electronically.
- 14.8 This Agreement shall be subject to Dutch law.



Signing	
Signatures and Schedules	
Thus agreed and signed,	
At Utrecht	At ansterdam On December 08, 2022
On December 8, 2022	on December od, 2022
On behalf of SURF B.V.	On behalf of IOS Press

Deputy Director

Manager Procurement & Contracting



Schedule A Categories of Institutions

Market Area Kingdom of the Netherlands:

- Universities
- Universities of Applied Sciences ('hogescholen')
- Designated and various educational institutions
- Large technological institutions
- Research institutions
- Institutions affiliated to higher education
- Libraries
- Museums

For an up-to-date list, please go to the SURF website (https://www.surf.nl/en/the-surf-cooperative/overview-of-the-members-of-surf).



Schedule B Description of Licensed Material

Licensed Material: IOS Press Online Journals - Read and Publish

(amounts exclusive of VAT)

Institution	2023	2024	2025	
institution	2023	2024	2025	
EUR Erasmus University	€ 4.027	€ 4.107	€ 4.190	
KB Royal Library	€ -	€ -	€ -	
OU Open University	€ -	€ -	€ -	
RU Radboud University	€ 5.415	€ 5.523	€ 5.634	
RUG Rijksuniversiteit Groningen	€ 6.656	€ 6.789	€ 6.925	
TUD Technical University Delft	€ -	€ -	€ -	
TUE Technical University Eindhoven	€ 4.581	€ 4.673	€ 4.767	
UL University Leiden	€ 5.379	€ 5.487	€ 5.596	
UM University Maastricht	€ 3.867	€ 3.944	€ 4.023	
UT Technical University Twente	€ 3.746	€ 3.821	€ 3.898	
UU University Utrecht	€ -	€ -	€ -	
UVA University of Amsterdam	€ 6.993	€ 7.133	€ 7.275	
UVT Tilburg University	€ 1.384	€ 1.412	€ 1.440	
VU Free University	€ 5.952	€ 6.071	€ 6.192	
WUR Wageningen University & Research	€ -	€ -	€ -	
	€ 48.000	€ 48.960	€ 49.939	
stijging	9,1%	2,0%	2,0%	

Explanation of Types of Licence Agreement and Licence Fees

In return for paying an annual Licence Fee, the Institution will be granted the Rights of Use and the Right to Publish for the Licensed Material, which are all IOS Press Online Journals.

Conditions

- IOS Press Online Journals comprises access rights to all available journals at
 https://content.iospress.com/journals/ including their backfiles. For a detailed list of all titles
 available at the start of the agreement see Schedule C-b. Titles that are discontinued are also
 marked, because their archives are still accessible. A detailed list with all journals with publishing
 rights, including full OA and S2O journals, is available at Schedule C-c;
- 2. The total Licence Fee for 2023 is based on the average annual number of published research and review articles during the last three years of the Agreement by the participating institutions and the institutions are charged according to the UKB cost model;



- 3. The Licence Fees for 2024 and 2025 have a 2% price increase;
- 4. The licence year for this agreement is set to start on January 1st and expires December 31st;
- 5. Prices are in Euro, exclusive of VAT;
- 6. Other SURF members can join the Licence Agreement at a fee to be determined by Publisher;
- 7. If the licence is acquired in the course of a licence year, the Licence Fee will be paid proportionately (per month).



Schedule C Model Licence Agreement

The undersigned:

<<u>Name of Institution></u>, with its registered office at <institution address>, <institution place of registration>, duly represented in this matter by <person with authority to represent the Institution>, referred to hereinafter as "the Institution";

and

<u>IOS Press</u>, with its registered office at Nieuwe Hemweg 6B, 1013 BG Amsterdam, duly represented in this matter by its Deputy Director, referred to hereinafter as "**Publisher**";

hereinafter jointly referred to as the "Parties".

Whereas:

- Publisher has concluded the Read & Publish Agreement with SURF B.V. (referred to hereinafter as "SURF");
- SURF provides Intermediary Services in respect of the acquisition of Rights of Use as well as the Rights to Publish Open Access;
- The negotiated results are laid down in the underlying Licence Agreement (referred to hereinafter as "Licence Agreement").

Declare that they have agreed as follows:



Definitions

Definition	Description			
Agreement	This Agreement for Intermediary Services Content and its associated Schedules.			
Corresponding Author	The author who is responsible for the submission of an article and who, for this article, functions as a contact person for the Publisher.			
Course Packs	A multi-source collection or compilation of information (e.g. book chapters, journal articles, abstracts, multi-media materials) assembled by members of staff of the Institution for use by students for the purpose of training, education and instruction, either in printed, electronic or non-print perceptible (audio or braille) form, possibly within a virtual learning/research environment.			
Documentation	The description of the Licensed Material.			
Eligible Authors	Teaching and research staff employed by or otherwise accredited to one of the Institutions as well as students enrolled or accredited to one of the Institutions and who want to publish Open Access (including Corresponding Authors).			
End-User	A person appointed or employed or formerly employed and retired by the Institution or otherwise authorised in the context of the Institution's operations, as well as a student, external student, course participant registered with the Institution, who is authorised by the Institution pursuant to the License Model concluded by the Institution to acquire Rights of Use in respect of the Licensed Material. End-user also includes a third party solely within the premises of the Institutions.			
Hybrid Journals	Subscription journals in which some of the articles are open access.			
Institutions	The educational and research institutions and institutions equivalent to those that are specified, according to category, in Schedule A.			
Intermediary Services	The services to be supplied by SURF, in accordance with the Agreement relating to the conclusion of Licence Agreements, between the Institutions and Publisher.			
Licence Agreement	The agreement regarding the Right of Use and/or the Rights to Publish in respect of the Licensed Material that is concluded between Publisher and the Institution via SURF as intermediary. The Licence Agreement is included as Schedule C.			
Licence Fee	The charge(s) payable for the Licensed Material as agreed by Parties and which are specified in Schedule B and Schedule C-a.			
Licensed Material	The material specified in Schedule B and Schedule C-a of which the Institution can acquire Rights of Use via SURF as intermediary by means of a License Agreement.			
Licensed Materials	The material specified in Schedule B and Schedule C-a of which the Institution can acquire Rights of Use via SURF as intermediary by means of a License Agreement.			
Market Area	The geographical area where the Institutions are situated.			
Media	The media on which the Licensed Material is recorded.			
Open Access	Online research output that is free of all restrictions on access.			
Personal Data	Personal data processed by Publisher on behalf of the Institutions regarding End-Users and employees/students of Institutions, as defined in the General Data Protection Regulation.			
Rights of Use	The rights granted to an Institution by Publisher to use Licensed Material and the Media for a specified period and for an explicitly specified target group of End-Users.			
Rights to Publish	The rights granted to Eligible Authors of an Institution by Publisher to publish articles in Open Access in the publications of Publisher.			
Schedules	Appendices to the Agreement which form part of this Agreement. The Schedules set forth the conditions referred to in this Agreement.			



Article 1 Subject of the Licence Agreement

- 1.1 The Publisher hereby grants to the Institution, subject to and in accordance with the terms of the Licence Agreement, the Rights of Use as well as the Rights to Publish regarding the Licensed Material.
- 1.2 End-Users at the Institution shall acquire the Rights of Use regarding the Licensed Material in accordance with the provisions of the Licence Agreement if the use made of the Licensed Material takes place in the interest of the educational activities and/or research carried out by the Institution. Use of the Licensed Material shall be permitted solely for non-commercial purposes. Use of the Licensed Material is not subject to any restrictions regarding the number of (simultaneous) End-Users.
- 1.3 In the context of use of the Licensed Material, the Institution shall be entitled to use an introductory screen displaying its own logo or the logo of its library when giving access to the Licensed Material.
- 1.4 Unless specified otherwise by the Institution, the Licence Agreement shall take effect on the date it is signed. The text of the signed Agreement shall be made available to the Institution in such a way that the Licence Agreement can be stored by the Institution on a durable medium.
- 1.5 Without prejudice to the provisions set out in Article 13, the Licence Agreement shall terminate on 31 December 2025 or on the date of termination of the Agreement referred to in the preamble to the Licence Agreement.
- The Publisher hereby grants to the Institution, subject to and in accordance with the terms of the Licence Agreement, a non-exclusive licence for the metadata associated with the Licensed Material for use in local library catalogues, union catalogues, and such other library and information systems including but not limited to search machines of the Institution and third parties. The use of metadata by commercial search machines does not constitute commercial use as long as that metadata is not sold, lent, distributed or otherwise re-licensed via that search machine or the access to that metadata on that search machine is exclusively being charged for.

Article 2 Intellectual Property Rights

- 2.1 The intellectual property rights in respect of the Licensed Material and Documentation shall be vested in Publisher.
- 2.2 The Licensed Material shall remain the property of Publisher or the relevant third party if Publisher is not the owner and the Media to the Licensed Material shall only be provided to the Institution with the intellectual property rights accruing to Publisher in respect of the Licensed Material and said Media and Documentation being retained.
- 2.3 In making the above mentioned Licensed Material available to End-Users, the Institution shall use its best efforts to ensure that said End-Users do not infringe the intellectual property rights in respect of said items.
- 2.4 Publisher warrants that the use of the Licensed Material by Institutions shall not infringe any intellectual property rights. Publisher indemnifies Institution against all liabilities, costs, damages and losses in respect of infringement by the Licensed Material of any intellectual property rights of third parties.



Article 3 Licensed Material, Licence Models and Licence Fees

- On signing this Licence Agreement, the Institution shall indicate which of the Licensed Material, Licence Models and Licence Fees specified in <u>Schedule C-a</u> it will use. For this purpose, the Institution shall use the digital services provided by SURF.
- In case a Licence Fee is (partly) based on number of students or staff, these numbers shall be based on the most recently available official external figures provided by the Institutions to SURF (in the form of annual accounts approved by the auditors or auditor's statement).

Article 4 Support

- 4.1 Publisher shall provide customer support services to the Contact Person of the Institution by email or over the phone. This includes answering e-mail queries about the use, functionality and content of the Licensed Material within 24 hours on working days.
- 4.2 Publisher shall provide the Institution with support to enable End-Users to make optimum use of the Licensed Material.
- 4.3 The support provided by Publisher shall consist of:
 - a helpdesk accessible during office hours;
 - an annual course dealing with use of the Licensed Material for the Contact Person appointed by each Institution;
 - (optional) an annual course dealing with use of the Licensed Material for groups of End-Users;
 - (optional) instruction material;
 - (optional) promotion material.

Article 5 Rights of Use

- 5.1 Publisher grants the Institution and its End-Users the following Rights of Use:
- 5.1.1 searching, loading, calling up on screen, consulting the Licensed Material and/or causing the Licensed Material to function;
- 5.1.2 copying of parts of the Licensed Material to the End-User's hard disk and printing parts of the Licensed Material;
- 5.1.3 transferring parts of the Licensed Material to a text file and integrating this wholly or partly into electronic databases belonging to the End-User, or merging it with such electronic databases;
- 5.1.4 inclusion, without being required to make any further fair payment, of parts of the Licensed Material in electronic or paper publications created as information to assist in educational activities:
- 5.1.5 the inclusion of links to the Licensed Material;
- 5.1.6 the use of parts of the Licensed Material in printed and/or electronic form in the context of interlibrary loans;
- 5.1.7 inclusion and making available of those parts of the Licensed Material that were produced by employees working for the Institution in the institutional repository and on the personal web pages of the employee concerned;



- 5.1.8 downloading and printing out parts of the Licensed Materials free of charge in Course Packs by members of staff in connection with courses for academic credit and distribute these to the students of the Institution;
- 5.1.9 incorporating links to the Licensed Materials as well as parts of the Licensed Materials in Course Packs in connection with courses for academic credit free of charge by members of staff to be distributed or made available to the students of the Institution via Virtual Learning Environments or within an e-mail communication;
- 5.1.10 offering Course Packs in audio or braille to students who are in the reasonable opinion of the Institution visually impaired;
- 5.1.11 the parts of the Licensed Materials used in Course Packs shall carry appropriate acknowledgement of the source, title, author and Publisher;
- 5.1.12 to download and make copies of the whole or any parts of the Licensed Material for the purposes of, and to perform and engage in computational analysis (including text and data mining) using the Licensed Material for the purpose of research and other educational purposes, and to permit Authorised Users to distribute and display the results and otherwise use them (publicly or otherwise). Copies of Licensed Material made under this clause shall be deleted promptly after the computational analysis has been completed.
- 5.2 Publisher acknowledges and agrees that it shall not require End-Users to enter into any end user Licence Agreement or other terms and conditions of use in connection with their access to or use of the Licensed Material or otherwise impose any restrictions on an End-User's use of the Licensed Material other than provided in the Licence Agreement.
- 5.3 The Publisher shall not, and shall not seek to, collect Personal Data in relation to any End-User other than as is reasonably and properly required for the administration of the Licence Agreement and shall fully comply with its obligations under the applicable data protection laws in relation to the collection, use and retention, and any other processing of any such Personal Data.
- The provisions of this Licence Agreement are without limitation to the rights of the Institution or Authorised Users to perform any act permitted under the Dutch Copyright Law (Auteurswet), or permitted under any CC-BY or other Open Access licence applicable to the Licensed Material or otherwise which, apart from the rights granted under this Licence Agreement, would not infringe the intellectual property rights in the Licensed Material and, notwithstanding any provision of this Licence Agreement, the Institution and Authorised Users shall remain entitled to perform any such acts.

Article 6 Responsibilities of the Institution

Where possible and where authorised to do so, the Institution shall make reasonable efforts to ensure that End-Users observe the obligations in accordance with the provisions of Article 1, clause 1. Should it appear that an End-User does not comply with some or all of the obligations, the Institution, upon first being requested to do so by Publisher, shall take the measures that can reasonably be expected of it so as to cause the non-compliance to cease.

Article 7 Responsibilities of the Publisher

7.1 Publisher shall be responsible and accountable for the quality of access and availability of the Licensed Material. Publisher guarantees that the Licensed Material shall be available for consultation 24 hours a day, seven (7) days a week.



- 7.2 Publisher shall be responsible and accountable for the publishing in Open Access of all articles submitted by Eligible Authors and accepted for publication by Publisher, in the journals as specified in Schedule C-c.
- 7.3 Publisher may temporarily suspend access to the Licensed Material without announcing this in advance if repair work is necessary as a result of an emergency that has occurred. Publisher shall immediately inform the Institution as well as SURF of this event, giving the reasons. If the said repair work takes longer than one (1) business day, the Institution shall be entitled to monetary reimbursement of a proportionate amount of the total License Fee.
- 7.4 Maintenance of the service shall take place outside office hours and during weekends. If announced in good time, availability may be restricted for periodic maintenance for a predetermined period of no longer than 24 hours. Should it be expected, in exceptional cases, that that period will be exceeded, consultation shall take place with the Institution and SURF at least five (5) business days beforehand regarding the reason(s) and the expected duration of the period during which there will be no access.
- 7.5 The Publisher reserves the right at any time to withdraw from the Licensed Material any item or part of an item for which it no longer retains the right to publish or any item or part of an item for which the Publisher has reasonable grounds to believe it infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Publisher shall give written notice to the Institution of such withdrawal. If the withdrawn material represents more than five per cent (5%) of the Licensed Material the Publisher shall make a pro rata refund of part of the Licence Fee to the Institution, taking into account the amount of material withdrawn and the remaining term of the Licence Agreement.
- 7.6 Publisher undertakes to provide the Institutions with statistics on usage, free of charge, according to the standards of Project Counter (https://www.projectcounter.org).
- 7.7 Publisher shall support and allow the systematic harvesting of usage statistics through the SUSHI protocol (https://www.niso.org/standards-committees/sushi).
- 7.8 Publisher agrees to use all best efforts to comply with the Code of Practice of Project Transfer relating to the transfer of titles between publishers (https://www.niso.org/standards-committees/transfer).
- 7.9 Publisher shall provide link-resolver vendors and other library systems suppliers quarterly with full details of the Licensed Material in accordance with the most current KBART standard (https://www.uksg.org/kbart/s5/guidelines); and also with related data of (i) the first and final year, volume, and issue and (ii) the algorithm or syntax for constructing an article-level link from an article's metadata within the Licensed Material.
- 7.10 The Publisher agrees to inform SURF and the Institutions once a year of the dark archives (e.g. Portico, LOCKSS, CLOCKKS) that the Publisher uses for the deposit of its content in the event of a force majeure or if the Publisher ceases to exist.
- 7.11 The Publisher agrees to use all best efforts to comply with the Open URL Standard (https://www.niso.org/publications/ansiniso-z3988-2004-r2010-openurl-framework-context-sensitive-services).
- 7.12 The Publisher agrees to use all best efforts to comply with the W3C Standard (https://www.w3.org/WAI/Resources/?#in).
- 7.13 Publisher agrees to use all best efforts to make the content available for reading on mobile devices, according to the standards of W3C (https://www.w3.org/2011/02/mobile-web-app-state.html).



- 7.14 Unless separately agreed, Publisher shall not be permitted to include third-party advertising in the Licensed Material or in the context of providing the Licensed Material. Publisher shall be permitted to display a "banner" on parts of the Licensed Material specifying the publications from which specific portions are taken. Publisher shall be permitted to create a link to the websites of the providers of the said publications on condition that those websites do not contain frame killers.
- 7.15 Publisher shall use all reasonable efforts to provide relevant information to third party discovery tools (such as Scopus, Summon), in accordance with NISO recommendations (https://groups.niso.org/apps/group_public/download.php/14820/rp-19-2014_ODI.pdf).
- 7.16 Publisher shall use all reasonable endeavours to implement the FAIR Guiding Principles for scientific data management and stewardship (https://www.force11.org/fairprinciples).
- 7.17 Publisher shall use best endeavours to conform to all the Plan S technical guidance and requirements. (https://www.coalition-s.org/principles-and-implementation/).

Article 8 Open Access Publishing

- Publisher will publish in Open Access any article submitted by an Eligible Author and accepted by Publisher for publication, for journals specified in Schedule C-c, at no direct costs to the author or the Institution. Eligibility is based on the moment of submitting, also if eligibility is checked (again) during the acceptance process.
- 8.2 Eligible Authors will be identified by Publisher.
- 8.3 Eligible Authors can be identified through at least one of the following parameters:
 - a customized drop down list of the Institutions;
 - IP ranges specified by the Institution;
 - Institutional e-mail domain;
 - persistent identifier, such as ORCID or other recognized institutional identifier as provided by the Eligible Author and published in the Article Metadata; and/or
 - affiliation as stated in the article to be published.

If the identification was not successful, Publisher will contact relevant library staff at the Institution.

- 8.4 The Publisher will clearly indicate the availability of this Agreement to Eligible Authors both within its submitting process and on its website. This will make clear that Eligible Authors do not need to pay Article Processing Charges ("APC") for Open Access Articles.
- Any article by an Eligible Author that has been published under a standard licence will be published in Open Access retroactively as from the start date of this Licence Agreement, for the journals specified in Schedule C-c.
- 8.6 Eligible Authors retain copyright to their publications and only grant to the Publisher non-exclusive Rights to Publish the article. All publications must be published under a Creative Commons Attribution license (CC-BY), that is compliant with the funder. Third-party content included in a publication, for example images or graphics, should be clearly labelled and are not affected by these requirements.
- 8.7 Hybrid Journals that are being changed to Full Open Access journals in the course of this Agreement will continue to be available for Open Access publishing for the duration of this Agreement.
- 8.8 If after submission of an article the eligibility of that article changes, the article will continue to be regarded as eligible.



- 8.9 Publisher will ensure the delivery of each Open Access Article published under this Agreement to the Institutional repository (by SWORD or by another method as may be specified and agreed), at least once per month.
- 8.10 Publisher shall deliver a monthly report per Institution of all articles that have been published (Open Access or otherwise) in Hybrid Journals and Full OA journals. This list shall be provided both in machine readable form in a structured format as comma separated value file format (csv) and in human readable format and shall include the following details:
 - 1. Name of the Corresponding Author;
 - 2. E-mail address of Corresponding Author;
 - 3. Institution name;
 - 4. Article title;
 - 5. Article DOI;
 - 6. Clickable DOI;
 - 7. Article type;
 - 8. Journal title;
 - 9. eISSN;
 - 10. OA licence type;
 - 11. Date of submission
 - 12. Date first published online;
 - 13. Paid charges;
 - 14. Funding organisation;
 - 15. Grant number;
 - 16. OA status (f.i. "accepted"; "published"; "rejected"; "opt-out").

The report shall be delivered within four (4) weeks after the end of each month.

- 8.11 Publisher shall deliver a full report of all articles (Open Access and otherwise) published by the Institutions over the period 1 January until 30 June and 1 July until 31 December. This list shall be provided both in machine readable form in a structured format as comma separated value file format (csv) and in human readable format and shall include the following details:
 - 1. Name of the Corresponding Author;
 - 2. E-mail address of Corresponding Author;
 - 3. Institution name;
 - 4. Article title:
 - 5. Article DOI;
 - 6. Clickable DOI;
 - 7. Article type;
 - 8. Journal title;
 - 9. elSSN;
 - 10. OA licence type;
 - 11. Date of submission;
 - 12. Date first published online;
 - 13. Paid charges;
 - 14. Funding organisation;
 - 15. Grant number;
 - 16. OA status (f.i. "accepted"; "published"; "rejected"; "opt-out").

The report shall be delivered within four (4) weeks after the end of the six (6) month periods. The report shall be sent to the appointed Contact Person of each Institution with a copy to SURF.

8.12 For journals running in the standard production workflow, Publisher shall incorporate tags in meta-data to indicate if an article has been published in Open Access:

https://www.niso.org/press-releases/2015/01/niso-publishes-recommended-practice-metadata-indicators-accessibility-and



- Publisher shall not charge Eligible Authors, or the Institution service fees (e.g. page charges, colour-in-print, reprints, posters).
- 8.14 Article types that are included in the service*):
 - Original Papers (Research Articles);
 - Review Papers.

The following article types will be published in Open Access by default, but will not be charged for / count for the number of OA articles:

- Brief Communications;
- Continuing Education;
- Case Reports;
- Letters to the editor;
- Invited Letters.

Article 9 Long Term Preservation and Continuous Access

9.1 Long term preservation:

Publisher guarantees to archive the Licensed Material including Open Access articles in at least one of the established e-journal archiving initiatives such as Portico, LOCKSS or CLOCKSS.

9.2 Continuous access in case of 'trigger events':

Publisher guarantees continuous access to and use of the Licensed Material which was published and paid for during the term of the current and possible preceding Agreements through one of the established e-journal archiving initiatives if one or more of the following events ('trigger events') occur:

- a catastrophic and sustained failure of the Publisher's delivery platform or
- the Publisher stops operations, or
- the Publisher ceases to publish a title, or
- the Publisher no longer offers back issues.
- 9.3 Continuous access in case of termination of the Licence Agreement:

In the case of termination of the Licence Agreement, except when such termination is due to a breach of the Licence Agreement by Institution, Publisher will provide the Institution and its End-Users with continuous access to and use of the Licensed Material which was published and paid for during the term of this and possible preceding Licence Agreements, without charge, either by one or more of the following options:

- continued online access to archival copies of the same Licensed Material on the Publishers' server;
- 2. granting access to one of the aforementioned accepted e-journal archiving solutions;
- 3. supplying archival copies of the same Licensed Material to an archiving facility shared by more Institutions;
- 4. supplying archival copies of the same Licensed Material to an Institution to be uploaded to the protected network of the Institution.

Article 10 Privacy

10.1 Publisher is required to process the Personal Data in accordance with the provisions of the General Data Protection Regulation (GDPR).

^{*)} or equivalent names maintained by publisher



- 10.2 Publisher shall only process the Personal Data at the behest of and in accordance with the instructions of the Institution. Publisher is not allowed to use the Personal Data for its own purposes.
- 10.3 Unless statutory provisions provide otherwise, Publisher is not entitled, at any time, to utilize some or all of the Personal Data that is made available to the Publisher other than for performance of this Licence Agreement, or to cause it to be so utilized.
- 10.4 Publisher shall not allow third parties of access to the Personal Data without the prior consent of the Institution.
- 10.5 Publisher shall process the Personal Data only within the European Economic Area or in a country with an appropriate level of protection as indicated by the GDPR.
- 10.6 Publisher shall cooperate fully with the Institution to (i) enable data subjects as defined in the GDPR to inspect their Personal Data; (ii) to enable such parties to have their Personal Data deleted or corrected; and/or (iii) to demonstrate to such parties that their Personal Data has been deleted or corrected if it is incorrect or, if the Institution disputes the position adopted by the party concerned, to record that the party concerned considers his/her Personal Data to be incorrect.

Article 11 Security

- Publisher shall take appropriate technical and organisational security measures in order to protect the Personal Data from any data breach as defined in the GDPR, inter alia from being lost and from any type of unlawful processing. Taking account of the state of technology and the cost of implementing them, these measures shall provide an appropriate level of security in view of the risks associated with such processing and the nature of the data being protected.
- Publisher shall immediately notify the Institution regarding any security-related incidents and their potential impact on the processing of Personal Data.
- 11.3 Publisher shall only engage subcontractors with which it has concluded a written Agreement comprising secrecy and security obligations in accordance with the obligations of the Licence Agreement.
- 11.4 If an authority requests Publisher to provide Personal Data, Publisher shall notify the Institution to that effect and shall enable the Institution to assert its rights. Publisher shall limit access of the authority to the extent possible.

Article 12 Liability

- 12.1 The Publisher shall indemnify the Institution (for itself and for the benefit of any End-Users) against all liabilities, costs, expenses, damages and losses suffered or incurred by the Institution or End-Users arising out of or in connection with any claim by or action brought by any third party that the access and Rights of Use regarding the Licenced Material by the Institution or by any End-User in accordance with this Licence Agreement infringes the intellectual property rights of that third party.
- 12.2 Nothing in this Licence Agreement shall make the Institution liable for any breach of the Licence Agreement by any authorised End-User, provided that the Institution did not cause or knowingly assist or condone the continuation of the breach after becoming aware of an actual breach having occurred.
- 12.3 Neither the Institution nor the Publisher shall be liable to the other for:



- any special, indirect, incidental, punitive or consequential damages; or
- loss of direct or indirect profits, business, contracts, revenue or anticipated savings; or
- any increased costs or expenses.
- 12.4 No party excludes or limits its liability under this Agreement for:
 - death or personal injury to the extent it results from its gross negligence and/or wilful intent or that of its employees or agents in the course of their engagement; or
 - its own fraud or that of its employees or agents in the course of their engagement.
- Each Party's total liability to the other Party under or in connection with this Licence Agreement is limited to the maximum amount of the paid annual Licence Fee, for the most recent licence year.

Article 13 Termination or Dissolution

- 13.1 The Institution may terminate the Agreement if sufficient funds are not provided or allotted in future government-approved budgets of the Institution (or reasonably available or expected to become available from other sources at the time the Institution's payment obligation attaches) to permit the Institution, in the exercise of its reasonable administrative discretion, to continue the Licence Agreement.
- Premature termination of the Licence Agreement by either Party shall be possible with immediate effect, without judicial intervention, and without any obligation to pay damages in the following circumstances:
 - the other Party acts contrary to an obligation set forth in the Licence Agreement under the condition that a notification in writing of the breach has been arranged for, setting a reasonable term for compliance with the relevant obligation;
 - submission of an application for a suspension of payments by either Party;
 - insolvency of either Party.
- Obligations which by their nature are intended to continue after the termination or dissolution of the Licence Agreement will continue after such dissolution.

Article 14 Supplementary Provisions

- 14.1 The Licence Agreement shall be governed by Dutch law.
- Any dispute regarding the creation, interpretation, or implementation of the Licence Agreement, will be submitted to the competent court in Utrecht, The Netherlands, for adjudication.
- 14.3 A dispute shall be deemed to exist if one of the Parties notifies the other Party to that effect by registered mail.
- The provisions and conditions contained in the Licence Agreement and the Schedules shall specify the entire Licence Agreement between the Parties and shall set aside all previous agreements, whether oral or written, made between the Parties.
- Amendments to the Licence Agreement and/or to the Schedules and/or additions thereto shall only become legally effective and binding for the Parties when they have been agreed between the Parties in the form of a schedule to be attached to the Licence Agreement, either in writing or electronically.



Signatures and Schedules

Thus agreed and signed	
At	At amsterdam
On	on_08 December 2022
<name institution="" of=""></name>	
On behalf of < nstitution>	On behalf of IOS Press
<name authorised="" institution="" of="" signatory=""></name>	Denuty Director

Schedules

C-a: Description of Licensed Material, Licence Models and Licence Fees;

C-b: Detailed list of Licensed Material with access rights;

C-c: Detailed list of Licensed Material with publishing rights.



Schedule C-a Description of Licensed Material, Licence Models and Licence Fees

Licensed Material: IOS Press Online Journals - Read and Publish

(amounts exclusive of VAT)

Institution	2023	2024	2025
EUR Erasmus University	€ 4.027	€ 4.107	€ 4.190
KB Royal Library	€ -	€ -	€ -
OU Open University	€ -	€ -	€ -
RU Radboud University	€ 5.415	€ 5.523	€ 5.634
RUG Rijksuniversiteit Groningen	€ 6.656	€ 6.789	€ 6.925
TUD Technical University Delft	€ -	€ -	€ -
TUE Technical University Eindhoven	€ 4.581	€ 4.673	€ 4.767
UL University Leiden	€ 5.379	€ 5.487	€ 5.596
UM University Maastricht	€ 3.867	€ 3.944	€ 4.023
UT Technical University Twente	€ 3.746	€ 3.821	€ 3.898
UU University Utrecht	€ -	€ -	€ -
UVA University of Amsterdam	€ 6.993	€ 7.133	€ 7.275
UVT Tilburg University	€ 1.384	€ 1.412	€ 1.440
VU Free University	€ 5.952	€ 6.071	€ 6.192
WUR Wageningen University & Research	€ -	€ -	€ -
	€ 48.000	€ 48.960	€ 49.939
stijging	9.1%	2.0%	2.0%

stijging

2,0%

Explanation of Types of Licence Agreement and Licence Fees

In return for paying an annual Licence Fee, the Institution will be granted the Rights of Use and the Right to Publish for the Licensed Material, which are all IOS Press Online Journals.

Conditions

- 1. IOS Press Online Journals comprises access rights to all available journals at https://content.iospress.com/journals/ including their backfiles. For a detailed list of all titles available at the start of the agreement see Schedule C-b. Titles that are discontinued are also marked, because their archives are still accessible. A detailed list with all journals with publishing rights, including full OA and S2O journals, is available at Schedule C-c;
- 2. The total Licence Fee for 2023 is based on the average annual number of published research and review articles during the last three years of the Agreement by the participating institutions and the institutions are charged according to the UKB cost model;



- 3. The Licence Fees for 2024 and 2025 have a 2% price increase;
- 4. The licence year for this agreement is set to start on January 1st and expires December 31st;
- 5. Prices are in Euro, exclusive of VAT;
- 6. Other SURF members can join the Licence Agreement at a fee to be determined by Publisher;
- 7. If the licence is acquired in the course of a licence year, the Licence Fee will be paid proportionately (per month).



Schedule C-b Detailed list of Licensed Material with access rights

List of IOS Press journals with access rights, including the titles which are not active anymore, but from which the archives are still available to the participating institutions (titles, marked with an asterix).

SURF#	Journal Name	ISSN Online	Subject Publisher
39529	Advances in Communication and Swallowing	2772-5391	Medicine and Health
23360	Advances in Neuroimmune Biology *	1878-9498	Medicine and Health
14141	Al Communications	1875-8452	Computer & Communication Sciences
26630	Algorithmic Finance	2157-6203	Business and Management
23359	Analytical Cellular Pathology *	2210-7185	Medicine Medicine
23361	Applied Bionics and Biomechanics *	1754-2103	Medicine and Health
14142	Applied Ontology	1875-8533	Computer & Communication Sciences
33508	Argument and Computation	1946-2174	Computer & Communication Sciences
14143	Asian Journal of Water, Environment and	1875-8568	Environmental & Energy Sciences
14143	Pollution	10/3-0300	Environmental & Energy Sciences
14144	Asymptotic Analysis	1875-8576	Mathematics
14145	Behavioural Neurology *	1875-8584	Medicine and Health
14146	BioFactors *	1872-8081	Life Sciences
14147	Bio-Medical Materials and Engineering	1878-3619	Medicine and Health
27761	Biomedical Spectroscopy and Imaging	2212-8808	Medicine and Health
14148	Biorheology	1878-5034	Life Sciences
31405	Bladder Cancer	2352-3735	Medicine and Health
31406	Brain Plasticity	2213-6312	Medicine and Health
14149	Breast Disease	1558-1551	Medicine and Health
23362	Bridge Structures - Assessment, Design and Construction	1744-8999	Engineering and Technology
14150	Cancer Biomarkers	1875-8592	Medicine and Health
14151	Cellular Oncology *	1875-8606	Medicine and Health
14152	Cheminformatics *	1875-8614	Medicine and Health
23363	Climate Law *	1878-6561	Environmental & Energy Sciences
14153	Clinical Hemorheology and Microcirculation	1875-8622	Medicine and Health
27762	Computability	2211-3576	Computer Science
33509	Data Science	2451-8492	Computer Science
14154	Disease Markers *	1875-8630	Life Sciences
14155	Education for Information	1875-8649	Social & Information Sciences
26631	Electronic Journal of Pathology and Histology *		Medicine and Health
14157	Environmental Policy and Law	1878-5395	Environmental & Energy Sciences
14158	Fundamenta Informaticae	1875-8681	Computer & Communication Sciences
14159	Human Antibodies	1875-869X	Medicine and Health
14160	Human Systems Management	1875-8703	Social & Information Sciences
33510	ICGA: International Computer Games Association Journal	2468-2438	Computer & Communication Sciences
14161	In Silico Biology	1434-3207	Medicine and Health
14162	Informatica	1822-8844	Computer & Communication Sciences
26632	Information Infrastructure and Policy *	1875-8738	Social & Information Sciences
14163	Information Polity	1875-8754	Social & Information Sciences
14164	Information Services and Use	1875-8789	Social & Information Sciences
26633	Information Technology for Development *	1554-0170	Computer & Communication Sciences



SURF#	Journal Name	ISSN Online	Subject Publisher
14165	Information, Knowledge, Systems Management *	1875-8762	Social & Information Sciences
14166	Integrated Computer-Aided Engineering	1875-8835	Computer & Communication Sciences
14167	Intelligent Data Analysis	1571-4128	Computer & Communication Sciences
20394	Intelligent Decision Technologies	1875-8843	Computer & Communication Sciences
23364	Intelligenza Artificiale	2211-0097	Computer & Communication Sciences
14168	International Journal of Applied	1875-8800	Materials Science
	Electromagnetics and Mechanics		
14169	International Journal of Artificial Intelligence in Education *	1560-4306	Computer & Communication Sciences
26634	International Journal of Developmental Science	2191-7485	Medicine and Health
14170	International Journal of Hybrid Intelligent Systems	1875-8819	Computer & Communication Sciences
14171	International Journal of Knowledge-Based and Intelligent Engineering Systems	1875-8827	Computer & Communication Sciences
20395	International Journal of Regulation and Governance *	1875-8851	Environmental & Energy Sciences
23365	International Journal of RF Technologies: Research and Applications	1754-5749	Computer & Communication Sciences
14173	International Shipbuilding Progress	1566-2829	Engineering and Technology
14174	Intervention Research *	1875-886X	Social & Information Sciences
14175	Isokinetics and Exercise Science	1878-5913	Medicine and Health
14176	I-Ways: The Journal of E-Government Policy and Regulation *	1875-8886	Social & Information Sciences
23366	Journal of Aerospace Operations *	2211-0038	Engineering and Technology
14177	Journal of Alzheimer's Disease	1875-8908	Medicine and Health
36170	Journal of Alzheimer's Disease Reports	2542-4823	Medicine and Health
20379	Journal of Ambient Intelligence and Smart Environments	1876-1372	Computer & Communication Sciences
14178	Journal of Back and Musculoskeletal Rehabilitation	1878-6324	Medicine and Health
23367	Journal of Berry Research	1878-5123	Medicine and Health
33512	Journal of Cellular Biotechnology	2352-3697	Medicine and Health
33513	Journal of Climate Change	2395-7697	Climate
39533	Journal of Clinical Speech and Language Studies *		Medicine and Health
14179	Journal of Computational Methods in Science and Engineering	1875-8983	Computer & Communication Sciences
14180	Journal of Computer Security	1875-8924	Computer & Communication Sciences
14181	Journal of Economic and Social Measurement	1875-8932	Mathematics
21496	Journal of E-Governance *	1878-7681	Social & Information Sciences
14182	Journal of Embedded Computing *	1875-9025	Computer & Communication Sciences
14183	Journal of Environmental Sciences *	1878-7320	Environmental & Energy Sciences
39530	Journal of Future Robot Life	2589-9961	Computer & Communication Sciences
31408	Journal of Geo-Engineering Science *	2213-2899	Engineering
14184	Journal of High Speed Networks	1875-8940	Computer & Communication Sciences
27763	Journal of Huntington's Disease	1879-6400	Medicine and Health
14185	Journal of Integrated Design and Process Science	1875-8959	Computer & Communication Sciences
14186	Journal of Intelligent and Fuzzy Systems	1875-8967	Computer & Communication Sciences
33514	Journal of Medical Psychology	2468-3892	Medicine and Health



SURF#	Journal Name	ISSN Online	Subject Publisher
20380	Journal of Neonatal-Perinatal Medicine	1878-4429	Medicine and Health
31409	Journal of Neuromuscular Diseases	2214-3602	Medicine and Health
23369	Journal of Neutron Research	1477-2655	Physics
23370	Journal of Parkinson's Disease	1877-718X	Medicine and Health
23371	Journal of Pediatric Biochemistry *	1879-5404	Medicine and Health
26635	Journal of Pediatric Epilepsy *	2146-4588	Medicine and Health
26636	Journal of Pediatric Genetics *	2146-460X	Medicine and Health
14187	Journal of Pediatric Infectious Diseases *	1305-7693	Medicine and Health
26637	Journal of Pediatric Intensive Care *	2146-4626	Medicine and Health
14188	Journal of Pediatric Neurology *	1875-9041	Medicine and Health
26638	Journal of Pediatric Neuroradiology *	1309-6745	Medicine and Health
20381	Journal of Pediatric Rehabilitation Medicine	1875-8894	Medicine and Health
23372	Journal of Resources, Energy and Development	0975-7562	Earth and Environmental Science
39531	Journal of Smart Cities and Society	2772-3585	
31410	Journal of Sports Analytics	2215-0218	Medicine and Health
14189	Journal of Vestibular Research	1878-6464	Computer & Communication Sciences
14190	Journal of Visualization *	1875-8975	Medicine and Health
14191	Journal of Vocational Rehabilitation	1878-6316	Medicine and Health
14192	Journal of X-Ray Science and Technology	1095-9114	Analysis
20407	Journal on Satisfiability, Boolean Modeling and Computation	1574-0617	Computer & Communication Sciences
33515	Kidney Cancer	2468-4570	Medicine and Health
23373	Main Group Chemistry	1745-1167	Engineering and Technology
31411	Mediterranean Journal of Nutrition and Metabolism	1973-7998	Biochemistry and Biophysics
14193	Mobile Information Systems *	1875-905X	Computer & Communication Sciences
14194	Model Assisted Statistics and Applications	1875-9068	Mathematics
14195	Multiagent and Grid Systems	1875-9076	Computer & Communication Sciences
14196	NeuroRehabilitation	1878-6448	Medicine and Health
23375	Nutrition and Aging *	1879-7725	Medicine and Health
33516	Nutrition and Healthy Aging	2451-9502	Medicine and Health
14197	Occupational Ergonomics *	1875-9092	Medicine and Health
20382	Ovarian Diseases *	1875-9106	Medicine and Health
14198	Pharmaceuticals Policy and Law *	2210-495X	Medicine and Health
27764	Physiotherapy Practice and Research	2213-0691	Medicine and Health
14199	Restorative Neurology and Neuroscience	1878-3627	Medicine and Health
20383	Risk and Decision Analysis	1875-9173	Social & Information Sciences
14200	Scientific Programming *	1875-919X	Computer & Communication Sciences
23376	Semantic Web	2210-4968	Computer & Communication Sciences
14201	Shock and Vibration *	1875-9203	Engineering and Technology
14202	Space Communications *	1875-9211	Engineering and Technology
39532	Spatial Data Science *	2590-258X	
14203	Spectroscopy *	1875-922X	Chemistry
20411	Statistical Journal of the IAOS	1875-9254	Mathematics
14204	Statistical Journal of the United Nations	1875-9238	Social & Information Sciences
	Economic Commission for Europe *		
36172	StemJournal	2468-8304	Medicine and Health
14205	Strength, Fracture and Complexity	1875-9262	Engineering and Technology
14206	Technology and Disability	1878-643X	Medicine and Health
14207	Technology and Health Care	1878-7401	Medicine and Health



SURF#	Journal Name	ISSN Online	Subject Publisher
14172	The International Journal of Risk and Safety in Medicine	1878-6847	Medicine and Health
33517	Translational Science of Rare Diseases	2214-6512	Medicine and Health
39515	Tumor biology	1423-0380	Medicine and Health
33518	Web Intelligence	2405-6464	Computer & Communication Sciences
14208	Web Intelligence and Agent Systems *	1875-9289	Computer & Communication Sciences
14209	Work: A Journal of Prevention, Assessment and Rehabilitation	1875-9270	Medicine and Health
23377	World Digital Libraries - An International Journal	0975-7597	Social & Information Sciences
26639	Zeitschrift für Medizinische Psychologie *	1875-9246	Medicine and Health

^{*)} These titles are not active anymore, but the archives are still available for the participants of the Agreement.



Schedule C-c Detailed list of Licensed Material with publishing rights

This list of titles, hybrid, full OA or S2O, are all available for publishing rights of research and review articles of corresponding authors from participating institutions to this Read & Publish Agreement. All other types of articles, like letters to the editor, brief communications, etc. are made Open Access by default. All publications will be published under a Creative Commons Attribution license (CC-BY), that is compliant with the funder.

SURF#	Journal Name	ISSN	OA	Subject Publisher
		Online	Type	,
39529	Advances in Communication and Swallowing	2772-5391	Hybrid	Medicine and Health
14141	Al Communications	1875-8452	Hybrid	Computer & Communication Sciences
26630	Algorithmic Finance	2157-6203	Hybrid	Business and Management
14142	Applied Ontology	1875-8533	Hybrid	Computer & Communication Sciences
33508	Argument and Computation	1946-2174	Full OA	Computer & Communication Sciences
14143	Asian Journal of Water, Environment and Pollution	1875-8568	Hybrid	Environmental & Energy Sciences
14144	Asymptotic Analysis	1875-8576	Hybrid	Mathematics
14147	Bio-Medical Materials and Engineering	1878-3619	Hybrid	Medicine and Health
27761	Biomedical Spectroscopy and Imaging	2212-8808	Hybrid	Medicine and Health
14148	Biorheology	1878-5034	Hybrid	Life Sciences
31405	Bladder Cancer	2352-3735	Full OA	Medicine and Health
31406	Brain Plasticity	2213-6312	Full OA	Medicine and Health
14149	Breast Disease	1558-1551	Hybrid	Medicine and Health
23362	Bridge Structures - Assessment, Design and Construction	1744-8999	Hybrid	Engineering and Technology
14150	Cancer Biomarkers	1875-8592	Hybrid	Medicine and Health
14153	Clinical Hemorheology and Microcirculation	1875-8622	Hybrid	Medicine and Health
27762	Computability	2211-3576	Hybrid	Computer Science
33509	Data Science	2451-8492	Full OA	Computer Science
14155	Education for Information	1875-8649	Hybrid	Social & Information Sciences
14157	Environmental Policy and Law	1878-5395	Hybrid	Environmental & Energy Sciences
14158	Fundamenta Informaticae	1875-8681	Hybrid	Computer & Communication Sciences
14159	Human Antibodies	1875-869X	Hybrid	Medicine and Health
14160	Human Systems Management	1875-8703	Hybrid	Social & Information Sciences
33510	ICGA: International Computer Games Association Journal	2468-2438	Hybrid	Computer & Communication Sciences
14161	In Silico Biology	1434-3207	Full OA	Medicine and Health
14162	Informatica	1822-8844	Full OA	Computer & Communication Sciences
14163	Information Polity	1875-8754	Hybrid	Social & Information Sciences
14164	Information Services and Use	1875-8789	Hybrid	Social & Information Sciences
14166	Integrated Computer-Aided Engineering	1875-8835	Hybrid	Computer & Communication Sciences
14167	Intelligent Data Analysis	1571-4128	Hybrid	Computer & Communication Sciences
20394	Intelligent Decision Technologies	1875-8843	Hybrid	Computer & Communication Sciences
23364	Intelligenza Artificiale	2211-0097	Hybrid	Computer & Communication Sciences
14168	International Journal of Applied Electromagnetics and Mechanics	1875-8800	Hybrid	Materials Science
26634	International Journal of Developmental Science	2191-7485	Hybrid	Medicine and Health



SURF#	Journal Name	ISSN Online	OA Type	Subject Publisher
14170	International Journal of Hybrid Intelligent Systems	1875-8819	Hybrid	Computer & Communication Sciences
14171	International Journal of Knowledge-Based and Intelligent Engineering Systems	1875-8827	Hybrid	Computer & Communication Sciences
23365	International Journal of RF Technologies: Research and Applications	1754-5749	Hybrid	Computer & Communication Sciences
14173	International Shipbuilding Progress	1566-2829	Hybrid	Engineering and Technology
14175	Isokinetics and Exercise Science	1878-5913	Hybrid	Medicine and Health
14177	Journal of Alzheimer's Disease	1875-8908	Hybrid	Medicine and Health
36170	Journal of Alzheimer's Disease Reports	2542-4823	Full OA	Medicine and Health
20379	Journal of Ambient Intelligence and Smart Environments	1876-1372	Hybrid	Computer & Communication Sciences
14178	Journal of Back and Musculoskeletal Rehabilitation	1878-6324	Hybrid	Medicine and Health
23367	Journal of Berry Research	1878-5123	Hybrid	Medicine and Health
33512	Journal of Cellular Biotechnology	2352-3697	Hybrid	Medicine and Health
33513	Journal of Climate Change	2395-7697	Hybrid	Climate
14179	Journal of Computational Methods in Science and Engineering	1875-8983	Hybrid	Computer & Communication Sciences
14180	Journal of Computer Security	1875-8924	Hybrid	Computer & Communication Sciences
14181	Journal of Economic and Social Measurement	1875-8932	Hybrid	Mathematics
39530	Journal of Future Robot Life	2589-9961	Full OA	Computer & Communication Sciences
14184	Journal of High Speed Networks	1875-8940	Hybrid	Computer & Communication Sciences
27763	Journal of Huntington's Disease	1879-6400	Hybrid	Medicine and Health
14185	Journal of Integrated Design and Process Science	1875-8959	Hybrid	Computer & Communication Sciences
14186	Journal of Intelligent and Fuzzy Systems	1875-8967	Hybrid	Computer & Communication Sciences
33514	Journal of Medical Psychology	2468-3892	Full OA	Medicine and Health
20380	Journal of Neonatal-Perinatal Medicine	1878-4429	Hybrid	Medicine and Health
31409	Journal of Neuromuscular Diseases	2214-3602	Hybrid	Medicine and Health
23369	Journal of Neutron Research	1477-2655	Hybrid	Physics
23370	Journal of Parkinson's Disease	1877-718X	Hybrid	Medicine and Health
20381	Journal of Pediatric Rehabilitation Medicine	1875-8894	Hybrid	Medicine and Health
23372	Journal of Resources, Energy and Development	0975-7562	Hybrid	Earth and Environmental Science
39531	Journal of Smart Cities and Society	2772-3585	Hybrid	
31410	Journal of Sports Analytics	2215-0218	Full OA	Medicine and Health
14189	Journal of Vestibular Research	1878-6464	Hybrid	Computer & Communication Sciences
14191	Journal of Vocational Rehabilitation	1878-6316	Hybrid	Medicine and Health
14192	Journal of X-Ray Science and Technology	1095-9114	Hybrid	Analysis
20407	Journal on Satisfiability, Boolean Modeling and Computation	1574-0617	Full OA	Computer & Communication Sciences
33515	Kidney Cancer	2468-4570	Hybrid	Medicine and Health
23373	Main Group Chemistry	1745-1167	Hybrid	Engineering and Technology
31411	Mediterranean Journal of Nutrition and Metabolism	1973-7998	Hybrid	Biochemistry and Biophysics
14194	Model Assisted Statistics and Applications	1875-9068	Hybrid	Mathematics
14195	Multiagent and Grid Systems	1875-9076	Hybrid	Computer & Communication Sciences
14196	NeuroRehabilitation	1878-6448	Hybrid	Medicine and Health
33516	Nutrition and Healthy Aging	2451-9502	Full OA	Medicine and Health



SURF#	Journal Name	ISSN	OA	Subject Publisher
		Online	Туре	
27764	Physiotherapy Practice and Research	2213-0691	Hybrid	Medicine and Health
14199	Restorative Neurology and Neuroscience	1878-3627	Hybrid	Medicine and Health
20383	Risk and Decision Analysis	1875-9173	Hybrid	Social & Information Sciences
23376	Semantic Web	2210-4968	Full OA	Computer & Communication Sciences
20411	Statistical Journal of the IAOS	1875-9254	Hybrid	Mathematics
36172	StemJournal	2468-8304	Full OA	Medicine and Health
14205	Strength, Fracture and Complexity	1875-9262	Hybrid	Engineering and Technology
14206	Technology and Disability	1878-643X	Hybrid	Medicine and Health
14207	Technology and Health Care	1878-7401	Hybrid	Medicine and Health
14172	The International Journal of Risk and Safety	1878-6847	Hybrid	Medicine and Health
	in Medicine			
39515	Tumor biology	1423-0380	Full OA	Medicine and Health
33518	Web Intelligence	2405-6464	Hybrid	Computer & Communication Sciences
14209	Work: A Journal of Prevention, Assessment	1875-9270	Hybrid	Medicine and Health
	and Rehabilitation			
23377	World Digital Libraries - An International	0975-7597	Hybrid	Social & Information Sciences
	Journal			