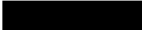
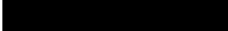
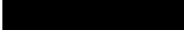


CONSORTIUM CURRENT CONTENT AGREEMENT (ANNUAL)

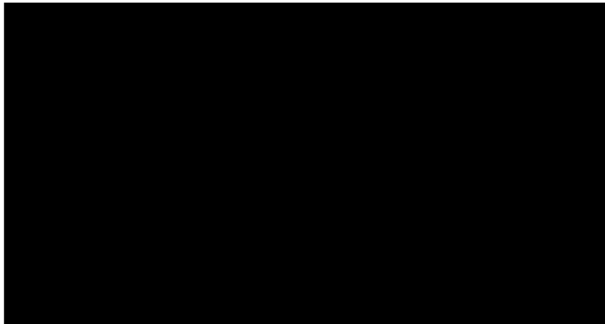
COMMERCIAL TERMS

1. **EFFECTIVE DATE:** 1 January 2021
2. **PUBLISHER: THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF OXFORD** trading as **OXFORD UNIVERSITY PRESS** of Great Clarendon Street, Oxford OX2 6DP, United Kingdom.
3. **CONSORTIUM AGENT: SURF B.V.**, a private limited company with its registered office at Moreelsepark 48, Utrecht, The Netherlands, acting on behalf of **THE ASSOCIATION OF UNIVERSITIES IN THE NETHERLANDS (VSNU)** and as agent for each Customer, as defined below.
4. **CUSTOMER:** Each member institution of VSNU named in Schedule A, as amended from time to time.
5. **PUBLICATIONS:** The online version of Publisher's journals listed in Schedule B, as the same may be amended from time to time in accordance with Clause 2.3 and Clause 2.6 of this Agreement.
6. **SUBSCRIPTION PERIOD:** a period commencing on the Effective Date and expiring on 31 December 2023.
7. **CHARGES:** The charges set out in Schedule C.
8. **CONSORTIUM AGENT CONTACT DETAILS:**

Name: 
E-mail:  -
Telephone: 
9. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties agree to submit to the non-exclusive jurisdiction of the English courts in connection with any disputes arising under this Agreement.

THE CONSORTIUM AGENT REPRESENTS AND WARRANTS THAT IT IS AUTHORISED TO ACT AS AGENT FOR EACH AND EVERY CUSTOMER.

THE PUBLISHER, THE CONSORTIUM AGENT AND EACH CUSTOMER (THROUGH THE AGENCY OF THE CONSORTIUM AGENT) EACH ACCEPT AND AGREE TO THE TERMS OF THIS AGREEMENT, WHICH CONSISTS OF THIS SCHEDULE AND THE ATTACHED TERMS AND APPENDICES.



CONSORTIUM CURRENT CONTENT AGREEMENT (ANNUAL) TERMS

1 DEFINITIONS

- 1.1 Words defined on the front page of this agreement shall have the same meaning in this Schedule. In addition,

"Customer Agreement" means the standard form institutional agreement (as varied from time to time) in the form set out in Schedule D, by and subject to which the Publisher grants the Customers access to the Publications.

"OA Articles" is as defined in Schedule E

2 RESPONSIBILITIES OF THE PUBLISHER

- 2.1 In consideration of the payment by the Consortium Agent of the Charges the Publisher agrees to (i) provide the Customers with access to the Publications for the Subscription Period in accordance with the Customer Agreement, and (ii) publish OA Articles in accordance with the terms and conditions of Schedule E, and subject to the terms and conditions of this Agreement.
- 2.2 The Publisher may at any time withdraw access to any Customer which is in breach of the Customer Agreement. For the avoidance of doubt any such denial of access will not entitle the Consortium Agent to any rebate of Charges.
- 2.3 The Publisher reserves the right at any time on 30 days notice to the Consortium Agent to withdraw from the Publications content without incurring any liability to the Consortium Agent. The Publisher shall give written notice to the Customer of such withdrawal.
- 2.4 The Publisher will use all reasonable efforts to comply with the Code of Practice of Project Transfer relating to the transfer of titles between publishers.
- 2.5 The Publisher will use reasonable efforts to provide the Publications with a quality of service consistent with industry standards, specifically to provide continuous service with a minimum of 96% up-time per subscription, with a maximum 4% down-time excluding schedule maintenance and repairs performed at a time to minimise inconvenience to the Customer and its Authorised Users and restore the service as soon as possible in the event of an interruption or suspension of service. For the avoidance of doubt, unexpected maintenance may occur and the Publisher endeavours to promptly inform the Customer in such circumstance.
- 2.6 Before the end of each calendar year of the Subscription Period, the Publisher shall notify the Consortium Agent of the Publications that will be included in the following calendar year.

3 RESPONSIBILITIES OF THE CONSORTIUM AGENT

- 3.1 In consideration of the Publisher entering into this Agreement with the Consortium Agent, the Consortium Agent agrees to pay the Publisher the Charges. The Publisher shall issue two invoices: one invoice relating to access to the Publications (i.e. 'read'); and one invoice relating to publication of OA Articles (i.e. 'publish'), for the Charges for each year of the Subscription Period. The Publisher's allocation of the Charges between 'read' and 'publish' is based on the Customers' subscription spend and estimated article publishing output. Such allocation may be subject to minor rounding up variations as may be necessary due to the functionality of the Publisher's management system. The first two invoices, which the Consortium Agent acknowledges were issued prior to signature of this Agreement, shall be payable within ninety (90) days from receipt by the Consortium Agent. The Publisher shall use reasonable efforts to issue the invoices for the following two years no earlier than 1st November 2021 and 1st November 2022, respectively, provided that any

failure to so issue an invoice will not relieve the Consortium Agent of its obligation to pay the Charges, and such invoices shall be payable within sixty (60) days from receipt by the Consortium Agent.

- 3.2 The parties acknowledge that all Customers will upgrade to the then-current journals collection in each year of the Subscription Period in consideration of the payment of the Charges.
- 3.3 Payments should be made by cheque or telegraphic transfer to the Publisher's bank account listed in the invoice.
- 3.4 For the avoidance of doubt, the Consortium Agent agrees to pay the Publisher the Charges without set-off and irrespective of whether the Consortium Agent collects any payment from the Customers.
- 3.5 The Consortium Agent shall promote and publicise the availability of the Publications to the Customer throughout the Subscription Period.
- 3.6 The Consortium Agent shall keep up to date and maintain the access control records to be set up by the Consortium Agent in respect of the Customers.
- 3.7 The Consortium Agent shall be responsible for ensuring that each Customer signs (digital signature being acceptable) the Customer Agreement and shall notify the Publisher in writing of all such signed Customer Contracts.
- 3.8 Unless expressly stated to the contrary in this Agreement, all amounts referred to in this Agreement shall be interpreted as being amounts exclusive of value added tax, goods and services tax and any similar sales or excise tax ("Sales Tax"). Any Sales Tax payable in relation to any such amounts shall be added at the prevailing rate, as applicable, and paid by the Consortium Agent following delivery of a valid invoice from the Publisher. If such invoice is delivered by the Publisher after the relevant payment has been made net of Sales Tax, the Consortium Agent shall pay the Sales Tax due within 14 (fourteen) days of the Publisher delivering a valid invoice.
- 3.7 The Consortium Agent shall pay all amounts due to the Publisher without any deduction and/or withholding other than such amount (if any) it is required to deduct and/or withhold by law and/or upon other direction of any tax authority. In the event the Consortium Agent is required to make such deduction and/or withholding, the Consortium Agent shall notify the Publisher before any such deduction and/or withholding is made and paid to the authority concerned and further shall at the written request of the Publisher, do all things in its power which may be necessary to enable or assist the Publisher to claim exemption or preferential rate therefrom under any double taxation and/or similar agreement and/or convention from time to time in force and shall provide the Publisher at the time of payment with such evidence as the Consortium Agent may possess and as may be reasonably required by the Publisher as to the deduction and payment of the tax and/or of the sums withheld.
- 3.9 The Consortium Agent shall not engage in any activity, practice or conduct which would constitute, or be regarded as, an offence under any law or regulation applicable to it, consisting of the fraudulent, or otherwise unlawful, evasion of any tax.

4 ETHICAL CONDUCT

- 4.1 Each party represents and warrants that, in the performance of this Agreement, it shall not act, or omit to act, in such a way as to give rise to a breach by it of any applicable law related to bribery, corruption or any related matter.
- 4.2 Each party represents and warrants that, in the performance of this Agreement, it shall not offer, promise, pay, give or authorise (tacitly or otherwise) any financial or other advantage:

- (a) to any person in order to induce that person improperly to perform a function or activity in connection with a business or organization, a person's employment, or a public function; or
 - (b) to any Official to influence that Official in connection with obtaining business or a business advantage for any of Publisher or its Affiliates.
- 4.3 Each party shall maintain adequate procedures designed to prevent any persons who perform services for them or on their behalf from undertaking the activities described in 4.2 above to obtain or retain business or a business advantage.
- 4.4 The Consortium Agent shall promptly report any apparent breach of clauses 4.1 or 4.2 to Publisher.
- 4.5 The Consortium Agent shall co-operate with Publisher in relation to any investigation in respect of matters relating to bribery and corruption.
- 4.6 Either party shall have the right to terminate this Agreement immediately on written notice, without liability, for the other party's breach of clauses 4.1 or 4.2.
- 4.7 In this clause 4:
 - i "Official" means (a) an individual who holds a legislative, administrative, or judicial position of any kind of any country or territory, or any subdivision of any country or territory; (b) any person who performs public functions in any branch of any national, local or municipal government or who exercises a public function for any public agency or public enterprise; and (c) an official or agent of a public international organisation, such as the UN or the World Bank; and
 - ii "Affiliate" shall mean, in relation to a party, a person who is, from time to time, a subsidiary or parent of that party, or is a subsidiary of that party's parent.
- 4.8 The Consortium Agent shall:
 - i maintain accurate and complete records of all expenditures related to performance of this Agreement and make such records available to Publisher, its advisors and auditors on reasonable notice;
 - ii answer, in reasonable detail, any written or oral inquiry from Publisher related to the Consortium Agent's compliance with this clause 4; and
 - iii comply with the OUP Partner Code of Conduct, as provided to the Consortium Agent, in the execution of any services for or on behalf of Publisher.

5 TERM AND TERMINATION

- 5.1 This Agreement shall commence on the Effective Date and shall expire on the final day of the Subscription Period, unless terminated pursuant to Clause 4.6. or Clause 5.2.
- 5.2 Either party may terminate this Agreement forthwith by serving written notice on the other in the event that the other party commits a material breach of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days of a written request so to do. Termination of this Agreement by the Publisher due to a breach by the Consortium Agent of Clause 3.1 above will also entitle the Publisher to suspend the OA Account (as defined in Schedule E) and terminate the access to the Publications provided hereunder irrespective of whether the Customer has made any payment to the Consortium Agent in respect thereof.
- 5.3 Termination of this Agreement shall not entitle the Consortium Agent to any refund of any payments made to the Publisher, except where termination by the Consortium Agent is due to a

material breach of this Agreement by the Publisher, in which case the Publisher will repay the Consortium Agent the pro rata portion of Charges, taking into consideration the remaining OA Article Allowance at the time, and the balance of the Customer's Subscription Period, within 30 days of the termination date.

6 REPRESENTATIONS AND WARRANTIES

- 6.1 THE PUBLISHER REPRESENTS AND WARRANTS THAT IT HAS THE POWER TO ENTER INTO THIS AGREEMENT AND THAT IT WILL CARRY OUT ITS OBLIGATIONS HEREUNDER WITH REASONABLE SKILL AND CARE.
- 6.2 THE PUBLISHER GIVES NO WARRANTY TO THE CONSORTIUM AGENT, OR ANY CUSTOMER, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION THAT (I) THE PUBLICATIONS WILL BE SUITABLE FOR ANY PARTICULAR PURPOSE OR FOR ANY PARTICULAR USE UNDER SPECIFIED CONDITIONS, NOTWITHSTANDING THAT SUCH PURPOSE, USE, OR CONDITIONS MAY BE KNOWN TO THE PUBLISHER; NOR (II) THAT THE PUBLICATIONS WILL OPERATE ERROR FREE.
- 6.3 IN NO CIRCUMSTANCES WILL THE PUBLISHER BE LIABLE TO THE CONSORTIUM AGENT, OR ANY CUSTOMER, OR ANY THIRD PARTY FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH THE PUBLISHER DOES NOT HAVE DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORISED ACCESS, THEFT, OR OPERATOR ERRORS.
- 6.4 IN NO CIRCUMSTANCES WILL THE PUBLISHER BE LIABLE TO THE CONSORTIUM AGENT, OR ANY CUSTOMER, OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE ACCESS OF, OR INABILITY TO ACCESS THE PUBLICATIONS.
- 6.5 THE CONSORTIUM AGENT AND EACH CUSTOMER AGREE THAT THE ENTIRE LIABILITY OF PUBLISHER TO THE CONSORTIUM AGENT, CUSTOMER, OR AUTHORISED USERS ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE PUBLICATIONS SHALL BE THE REFUND OF ANY CHARGES PAID TO THE PUBLISHER UNDER THIS AGREEMENT.
- 6.6 THE CONSORTIUM AGENT WARRANTS AND REPRESENTS TO THE PUBLISHER THAT IT HAS NOTIFIED EACH OF THE CUSTOMERS THAT ACCESS TO THE PUBLICATIONS CAN ONLY BE PROVIDED BY THE PUBLISHER ON THE TERMS OF THE CUSTOMER AGREEMENT IN THE FORM ATTACHED AT SCHEDULE D AND THAT EACH OF THE CUSTOMERS HAS BEEN PROVIDED WITH A COPY OF THE CUSTOMER AGREEMENT PRIOR TO THE EFFECTIVE DATE.

7 DATA PROTECTION AND SECURITY

- 7.1 The parties agree to comply with the General Data Protection Regulation 2016/679 ("GDPR"), and any other relevant data privacy laws or regulations, in the course of carrying out their respective obligations under this Agreement.
- 7.2 The Publisher shall not, and shall not seek to, collect Personal Data (as such term is defined in the GDPR) in relation to any Authorised 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.

- 7.3 The 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.
- 7.4 Authorised Users may exercise their rights directly with the Publisher as required by the GDPR and UK Data Protection Act 2018.
- 7.5 The 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), 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.
- 7.6 The Publisher shall notify the Institution as soon as is reasonably practical regarding any security-related incidents and their potential impact on the processing of Personal Data.
- 7.7 The Publisher shall only engage subcontractors with which it has concluded a written agreement comprising secrecy and security obligations in accordance with the obligations of this Agreement.

8 GENERAL

- 8.1 This Agreement is personal to and binding on the parties and neither this Agreement nor any of the rights or obligations under it may be assigned or sublicensed without written consent of the Publisher.
- 8.2 The Publisher shall not be liable to the Consortium Agent or any Customer for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this clause, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.
- 8.3 All notices required to be given under this Agreement shall be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this Agreement, or such other address as the party concerned shall from time to time designate by notice pursuant to this Clause. Such notices shall be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 10 (ten) days after posting. All notices to the Publisher shall be marked for the attention of the Sales Director, Oxford Journals, with a copy to the Group Legal Director. All notices to the Consortium Agent shall be marked for the attention of the contact named in the cover page of this Agreement.
- 8.4 This Agreement constitutes the entire agreement of the parties about its subject matter supersedes any previous agreement or arrangement between the parties and may not be amended or modified except by agreement in writing signed by both parties.
- 8.5 No provision in this Agreement is intended to be enforceable by a person who is not a party to this Agreement.
- 8.6 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other further breach.

8.7 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

SCHEDULE A
INSTITUTIONS

Institution
Erasmus University Rotterdam
Groningen University
Leiden University
Maastricht University
Open University – Netherlands
Radboud University
Tilburg University
University of Twente
Utrecht University
University of Amsterdam
Vrije University Amsterdam
Wageningen University

The following academic hospitals are included as Customers:

- Academisch Medisch Centrum (AMC), Amsterdam
- Erasmus MC, Rotterdam
- Leids Universitair Medisch Centrum (LUMC), Leiden
- Maastricht UMC+, Maastricht
- Radboud UMC, Nijmegen
- Universitair Medisch Centrum Groningen (UMCG), Groningen
- UMC Utrecht, Utrecht
- VUmc, Amsterdam

SCHEDULE B
PUBLICATIONS

The Oxford Hybrid Journals 2021 Collection

Journal	Online ISSN	Eligible Journals available for open access publishing (Yes/No)	Author retains copyright? (Yes / No)	Offers CC BY (Yes/No)
Acta Biochimica et Biophysica Sinica	1745-7270	Yes	Yes	Yes
Adaptation	1755-0645	Yes	Yes	Yes
Advances in Nutrition	2156-5376	Yes	Yes	Yes
Aesthetic Surgery Journal	1527-330X	Yes	Yes	Yes
African Affairs	1468-2621	Yes	Yes	Yes
Age and Ageing	1468-2834	Yes	Yes	Yes
Alcohol and Alcoholism	1464-3502	Yes	Yes	Yes
American Entomologist	2155-9902	Yes	Yes	Yes
American Journal of Clinical Pathology	1943-7722	Yes	Yes	Yes
American Journal of Epidemiology	1476-6256	Yes	Yes	Yes
American Journal of Health-System Pharmacy	1535-2900	Yes	No	Yes
American Journal of Hypertension	1941-7225	Yes	Yes	Yes
American Journal of Legal History	2161-797X	Yes	Yes	Yes
American Law and Economics Review	1465-7260	Yes	Yes	Yes
American Literary History	1468-4365	Yes	Yes	Yes
Analysis	1467-8284	Yes	Yes	Yes
Annals of Behavioral Medicine	1532-4796	Yes	No	Yes
Annals of Botany	1095-8290	Yes	Yes	Yes
Annals of the Entomological Society of America	1938-2901	Yes	Yes	Yes
Annals of Work Exposures and Health	2398-7316	Yes	Yes	Yes

Applied Linguistics	1477-450X	Yes	Yes	Yes
Arbitration International	1875-8398	Yes	Yes	Yes
Archives of Clinical Neuropsychology	1873-5843	Yes	Yes	Yes
Aristotelian Society Supplementary Volume.	1467-8349	Yes	No	Yes
Astronomy & Geophysics	1468-4004	No	Yes	N/A
Behavioral Ecology	1465-7279	Yes	Yes	Yes
Bioinformatics	1460-2059	Yes	Yes	Yes
Biological Journal of the Linnean Society	1095-8312	Yes	Yes	Yes
Biology of Reproduction	1529-7268	Yes	Yes	Yes
Biometrika	1464-3510	Yes	Yes	Yes
BioScience	1525-3244	Yes	Yes	Yes
Bioscience Biotechnology and Biochemistry	1347-6947	Yes	Yes	Yes
Biostatistics	1468-4357	Yes	Yes	Yes
BJS	1365-2168	Yes	Yes	Yes
Botanical Journal of the Linnean Society	1095-8339	Yes	Yes	Yes
Brain	1460-2156	Yes	Yes	Yes
Briefings in Bioinformatics	1477-4054	Yes	Yes	Yes
Briefings in Functional Genomics	2041-2657	Yes	Yes	Yes
British Medical Bulletin	1471-8391	Yes	Yes	Yes
British Yearbook of International Law	2044-9437	Yes	Yes	Yes
Bulletin of the Institute of Classical Studies (BICS)	2041-5370	Yes	Yes	Yes
Cambridge Journal of Economics	1464-3545	Yes	Yes	Yes
Cambridge Journal of Regions, Economy and Society	1752-1386	Yes	Yes	Yes
Capital Markets Law Journal	1750-7227	Yes	Yes	Yes

Carcinogenesis	1460-2180	Yes	Yes	Yes
Cardiovascular Research	1755-3245	Yes	Yes	Yes
Cerebral Cortex	1460-2199	Yes	Yes	Yes
CESifo Economic Studies	1612-7501	Yes	Yes	Yes
Chemical Senses	1464-3553	Yes	Yes	Yes
Children & Schools	1545-682X	No	No	N/A
Chinese Journal of International Law	1746-9937	Yes	Yes	Yes
Christian bioethics: Non-Ecumenical Studies in Medical Morality	1744-4195	Yes	Yes	Yes
Classical Receptions Journal	1759-5142	Yes	Yes	Yes
Clinical Chemistry	1530-8561	Yes	No	Yes
Clinical Infectious Diseases	1537-6591	Yes	Yes	Yes
Communication Theory	1468-2885	Yes	Yes	Yes
Communication, Culture & Critique	1753-9137	Yes	Yes	Yes
Community Development Journal	1468-2656	Yes	Yes	Yes
Contemporary Women's Writing	1754-1484	Yes	Yes	Yes
Contributions to Political Economy	1464-3588	Yes	Yes	Yes
Current Legal Problems	2044-8422	Yes	Yes	Yes
Digital Scholarship in the Humanities	2055-768X	Yes	Yes	Yes
Diplomatic History	1467-7709	Yes	Yes	No
Diseases of the Esophagus	1442-2050	Yes	Yes	Yes
Early Music	1741-7260	Yes	Yes	Yes
Economic Policy	1468-0327	Yes	Yes	Yes
ELT Journal	1477-4526	Yes	Yes	Yes
Endocrine Reviews	1945-7189	Yes	Yes	Yes

Endocrinology	1945-7170	Yes	Yes	Yes
English: Journal of the English Association	1756-1124	Yes	Yes	Yes
Environmental Entomology	1938-2936	Yes	Yes	Yes
Environmental History	1930-8892	Yes	Yes	No
EP - Europace	1532-2092	Yes	Yes	Yes
Epidemiologic Reviews	1478-6729	Yes	Yes	Yes
Essays in Criticism	1471-6852	Yes	Yes	Yes
European Heart Journal	1522-9645	Yes	Yes	Yes
European Heart Journal – Cardiovascular Imaging	2047-2412	Yes	Yes	Yes
European Heart Journal - Cardiovascular Pharmacotherapy	2055-6845	Yes	Yes	Yes
European Heart Journal - Quality of Care and Clinical Outcomes	2058-1742	Yes	Yes	Yes
European Heart Journal Supplements	1554-2815	No	Yes	N/A
European Heart Journal: Acute Cardiovascular Care	2048-8734	Yes	Yes	Yes
European Journal of Cardio-Thoracic Surgery	1873-734X	Yes	Yes	Yes
European Journal of Cardiovascular Nursing	1873-1953	Yes	Yes	Yes
European Journal of International Law	1464-3596	Yes	Yes	Yes
European Journal of Orthodontics	1460-2210	Yes	Yes	Yes
European Journal of Preventive Cardiology	2047-4881	Yes	Yes	Yes
European Journal of Public Health	1464-360X	Yes	Yes	Yes
European Review of Agricultural Economics	1464-3618	Yes	Yes	Yes
European Review of Economic History	1474-0044	Yes	Yes	Yes
European Sociological Review	1468-2672	Yes	Yes	Yes
Family Practice	1460-2229	Yes	Yes	Yes

FEMS Microbiology Ecology	1574-6941	Yes	Yes	Yes
FEMS Microbiology Letters	1574-6968	Yes	Yes	Yes
FEMS Microbiology Reviews	1574-6976	Yes	Yes	Yes
FEMS Yeast Research	1567-1364	Yes	Yes	Yes
Foreign Policy Analysis	1743-8594	Yes	Yes	Yes
Forest Science	1938-3738	Yes	Yes	Yes
Forestry: An International Journal of Forest Research	1464-3626	Yes	Yes	Yes
Forum for Modern Language Studies	1471-6860	Yes	Yes	Yes
French History	1477-4542	Yes	Yes	No
French Studies	1468-2931	Yes	Yes	Yes
French Studies Bulletin	1748-9180	Yes	Yes	Yes
Genetics	1943-2631	Yes	Yes	Yes
Geophysical Journal International	1365-246X	Yes	Yes	Yes
German History	1477-089X	Yes	Yes	No
Glycobiology	1460-2423	Yes	Yes	Yes
GRUR International: Journal of European and International IP Law	2632-8550	Yes	Yes	Yes
Health and Social Work	1545-6854	No	No	N/A
Health Education Research	1465-3648	Yes	Yes	Yes
Health Policy and Planning	1460-2237	Yes	Yes	Yes
Health Promotion International	1460-2245	Yes	Yes	Yes
Historical Research	1468-2281	Yes	Yes	Yes
History Workshop Journal	1477-4569	Yes	Yes	Yes
Holocaust and Genocide Studies	1476-7937	No	No	N/A
Human Communication Research	1468-2958	Yes	Yes	Yes

Human Molecular Genetics	1460-2083	Yes	Yes	Yes
Human Reproduction	1460-2350	Yes	Yes	Yes
Human Reproduction Update	1460-2369	Yes	Yes	Yes
Human Rights Law Review	1744-1021	Yes	Yes	Yes
ICES Journal of Marine Science: Journal du Conseil	1095-9289	Yes	Yes	Yes
ICSID Review - Foreign Investment Law Journal	2049-1999	Yes	Yes	Yes
ILAR Journal	1930-6180	Yes	Yes	No
IMA Journal of Applied Mathematics	1464-3634	Yes	Yes	Yes
IMA Journal of Management Mathematics	1471-6798	Yes	Yes	Yes
IMA Journal of Mathematical Control and Information	1471-6887	Yes	Yes	Yes
IMA Journal of Numerical Analysis	1464-3642	Yes	Yes	Yes
Industrial and Corporate Change	1464-3650	Yes	Yes	Yes
Industrial Law Journal	1464-3669	Yes	Yes	Yes
Inflammatory Bowel Diseases	1536-4844	Yes	Yes	Yes
Information and Inference: a journal of the IMA	2049-8772	Yes	Yes	Yes
Insect Systematics and Diversity	2399-3421	Yes	Yes	Yes
Integrative and Comparative Biology	1557-7023	Yes	Yes	Yes
Integrative Biology	1757-9708	Yes	Yes	Yes
Interacting with Computers	1873-7951	Yes	Yes	Yes
International Affairs	1468-2346	Yes	Yes	Yes
International Data Privacy Law	2044-4001	Yes	Yes	Yes
International Immunology	1460-2377	Yes	Yes	Yes
International Journal for Quality in Health Care	1464-3677	Yes	Yes	Yes
International Journal of Constitutional Law	1474-2659	Yes	Yes	Yes

International Journal of Epidemiology	1464-3685	Yes	Yes	Yes
International Journal of Law and Information Technology	1464-3693	Yes	Yes	Yes
International Journal of Law, Policy and the Family	1464-3707	Yes	Yes	Yes
International Journal of Lexicography	1477-4577	Yes	Yes	Yes
International Journal of Pharmacy Practice	2042-7174	Yes	Yes	Yes
International Journal of Public Opinion Research	1471-6909	Yes	Yes	Yes
International Journal of Refugee Law	1464-3715	Yes	Yes	Yes
International Journal of Transitional Justice	1752-7724	Yes	Yes	Yes
International Mathematics Research Notices	1687-0247	Yes	Yes	Yes
International Political Sociology	1749-5687	Yes	Yes	Yes
International Relations of the Asia Pacific	1470-4838	Yes	Yes	Yes
International Studies Perspectives	1528-3585	Yes	Yes	Yes
International Studies Quarterly	1468-2478	Yes	Yes	Yes
International Studies Review	1468-2486	Yes	Yes	Yes
ISLE: Interdisciplinary Studies in Literature and Environment	1759-1090	Yes	Yes	No
ITNOW	1746-5710	No	Yes	N/A
Japanese Journal of Clinical Oncology	1465-3621	Yes	Yes	Yes
Jerusalem Review of Legal Studies	2219-7117	Yes	Yes	Yes
JNCI Monographs	1745-6614	No	Yes	N/A
JNCI: Journal of the National Cancer Institute	1460-2105	Yes	Yes	Yes
Journal of Aesthetics and Art Criticism	1540-6245	Yes	Yes	Yes
Journal of African Economies	1464-3723	Yes	Yes	Yes
Journal of American History	1945-2314	No	Yes	N/A
Journal of Analytical Toxicology	1945-2403	Yes	Yes	Yes

Journal of Animal Science	1525-3163	Yes	Yes	Yes
Journal of Antimicrobial Chemotherapy	1460-2091	Yes	Yes	Yes
Journal of Antitrust Enforcement	2050-0696	Yes	Yes	Yes
Journal of AOAC International	1944-7922	Yes	Yes	Yes
Journal of Breast Imaging	2631-6129	Yes	No	Yes
Journal of Burn Care and Research	1559-0488	Yes	Yes	Yes
Journal of Chromatographic Science	1945-239X	Yes	Yes	Yes
Journal of Church and State	2040-4867	Yes	Yes	Yes
Journal of Communication	1460-2466	Yes	Yes	Yes
Journal of Competition Law & Economics	1744-6422	Yes	Yes	Yes
Journal of Complex Networks	2051-1329	Yes	Yes	Yes
Journal of Conflict and Security Law	1467-7962	Yes	Yes	Yes
Journal of Consumer Research	1537-5277	Yes	Yes	Yes
Journal of Crohn's and Colitis	1876-4479	Yes	Yes	Yes
Journal of Crustacean Biology	1937-240X	Yes	Yes	Yes
Journal of Design History	1741-7279	Yes	Yes	Yes
Journal of Economic Entomology	1938-291X	Yes	Yes	Yes
Journal of Economic Geography	1468-2710	Yes	Yes	Yes
Journal of Environmental Law	1464-374X	Yes	Yes	Yes
Journal of European Competition Law & Practice	2041-7772	Yes	Yes	Yes
Journal of Experimental Botany	1460-2431	Yes	Yes	Yes
Journal of Financial Econometrics	1479-8417	Yes	Yes	Yes
Journal of Financial Regulation	2053-4841	Yes	Yes	Yes
Journal of Forestry	1938-3746	Yes	Yes	Yes

Journal of Global Security Studies	2057-3189	Yes	Yes	Yes
Journal of Heredity	1465-7333	Yes	Yes	Yes
Journal of Human Rights Practice	1757-9627	Yes	Yes	Yes
Journal of Intellectual Property Law & Practice	1747-1540	Yes	Yes	Yes
Journal of International Criminal Justice	1478-1395	Yes	Yes	Yes
Journal of International Dispute Settlement	2040-3593	Yes	Yes	Yes
Journal of International Economic Law	1464-3758	Yes	Yes	Yes
Journal of Islamic Studies	1471-6917	Yes	Yes	Yes
Journal of Language Evolution	2058-458X	Yes	Yes	Yes
Journal of Logic and Computation	1465-363X	Yes	Yes	Yes
Journal of Mammalogy	1545-1542	Yes	Yes	Yes
Journal of Medical Entomology	1938-2928	Yes	Yes	Yes
Journal of Molluscan Studies	1464-3766	Yes	Yes	Yes
Journal of Music Therapy	2053-7395	Yes	Yes	Yes
Journal of Neuropathology and Experimental Neurology	1554-6578	Yes	Yes	Yes
Journal of Pediatric Psychology	1465-735X	Yes	Yes	Yes
Journal of Petrology	1460-2415	Yes	Yes	Yes
Journal of Pharmaceutical Health Services Research	1759-8893	Yes	Yes	Yes
Journal of Pharmacy and Pharmacology	2042-7158	Yes	Yes	Yes
Journal of Plankton Research	1464-3774	Yes	Yes	Yes
Journal of Plant Ecology	1752-993X	Yes	Yes	Yes
Journal of Professions and Organization	2051-8811	Yes	Yes	Yes
Journal of Public Administration, Research and Theory	1477-9803	Yes	Yes	Yes
Journal of Public Health	1741-3850	Yes	Yes	Yes

Journal of Refugee Studies	1471-6925	Yes	Yes	Yes
Journal of Semantics	1477-4593	Yes	Yes	Yes
Journal of Semitic Studies	1477-8556	Yes	Yes	Yes
Journal of Social History	1527-1897	Yes	Yes	No
Journal of Survey Statistics and Methodology	2325-0992	Yes	Yes	Yes
Journal of the American Academy of Religion	1477-4585	Yes	Yes	Yes
Journal of the American Medical Informatics Association	1527-974X	Yes	Yes	Yes
Journal of the European Economic Association	1542-4774	Yes	Yes	Yes
Journal of the History of Collections	1477-8564	Yes	Yes	Yes
Journal of the History of Medicine and Allied Sciences	1468-4373	Yes	Yes	Yes
Journal of the Pediatric Infectious Diseases Society	2048-7207	Yes	Yes	Yes
Journal of Travel Medicine	1708-8305	Yes	Yes	Yes
Journal of Tropical Pediatrics	1465-3664	Yes	Yes	Yes
Journal of Victorian Culture	1750-0133	Yes	No	Yes
Laboratory Medicine	1943-7730	Yes	Yes	Yes
Law, Probability & Risk	1470-840X	Yes	Yes	Yes
Literary Imagination	1752-6566	Yes	Yes	Yes
Literature and Theology	1477-4623	Yes	Yes	Yes
Logic Journal of the IGPL	1368-9894	Yes	Yes	Yes
London Review of International Law	2050-6333	Yes	Yes	Yes
Mammalian Species	1545-1410	Yes	Yes	Yes
Mathematical Medicine and Biology: A Journal of the IMA	1477-8602	Yes	Yes	Yes
Medical Law Review	1464-3790	Yes	Yes	Yes
Medical Mycology	1460-2709	Yes	Yes	Yes

MELUS: Multi-Ethnic Literature of the United States	1946-3170	Yes	Yes	No
Metallomics	1756-591X	Yes	Yes	Yes
MHR: Basic Science of Reproductive Medicine	1460-2407	Yes	Yes	Yes
Microscopy	2050-5701	Yes	Yes	Yes
Migration Studies	2049-5846	Yes	Yes	Yes
Military Medicine	1930-613X	Yes	No	Yes
Mind	1460-2113	Yes	Yes	No
Modern Judaism - A Journal of Jewish Ideas and Experience	1086-3273	Yes	Yes	No
Monthly Notices of the Royal Astronomical Society	1365-2966	Yes	Yes	Yes
Monthly Notices of the Royal Astronomical Society: Letters	1745-3933	Yes	Yes	Yes
Music and Letters	1477-4631	Yes	Yes	Yes
Music Theory Spectrum	1533-8339	No	Yes	No
Music Therapy Perspectives	2053-7387	Yes	Yes	Yes
Mutagenesis	1464-3804	Yes	Yes	Yes
Nephrology Dialysis Transplantation	1460-2385	Yes	Yes	Yes
Neuro-Oncology	1523-5866	Yes	Yes	Yes
Neuro-Oncology Practice	2054-2585	Yes	Yes	Yes
Neurosurgery	1524-4040	Yes	No	Yes
Nicotine & Tobacco Research	1469-994X	Yes	Yes	Yes
Notes and Queries	1471-6941	Yes	Yes	Yes
Nutrition Reviews	1753-4887	Yes	Yes	Yes
OAH Magazine of History	1938-2340	No	Yes	N/A
Occupational Medicine	1471-8405	Yes	Yes	Yes
Operative Neurosurgery	2332-4260	Yes	No	Yes

Ornithological Applications	1938-5129	Yes	No	Yes
Ornithology	1938-4254	Yes	No	Yes
Oxford Art Journal	1741-7287	Yes	Yes	Yes
Oxford Economic Papers	1464-3812	Yes	Yes	Yes
Oxford Journal of Law and Religion	2047-0789	Yes	Yes	Yes
Oxford Journal of Legal Studies	1464-3820	Yes	Yes	Yes
Oxford Review of Economic Policy	1460-2121	Yes	Yes	Yes
Paediatrics & Child Health	1918-1485	Yes	Yes	Yes
Pain Medicine	1526-4637	Yes	Yes	Yes
Parliamentary Affairs	1460-2482	Yes	Yes	Yes
Past & Present	1477-464X	Yes	Yes	Yes
Pathogens and Disease	2049-632X	Yes	Yes	Yes
Perspectives on Public Management and Governance	2398-4929	Yes	Yes	Yes
Philosophia Mathematica	1744-6406	Yes	Yes	Yes
Physical Therapy	1538-6724	Yes	Yes	Yes
Plant and Cell Physiology	1471-9053	Yes	Yes	Yes
Plant Physiology	1532-2548	Yes	Yes	Yes
Policing: A Journal of Policy and Practice	1752-4520	Yes	Yes	Yes
Proceedings of the Aristotelian Society	1467-9264	Yes	No	Yes
Protein Engineering, Design and Selection	1741-0134	Yes	Yes	Yes
Public Health Ethics	1754-9981	Yes	Yes	Yes
Public Opinion Quarterly	1537-5331	Yes	Yes	Yes
Public Policy and Aging Report	2053-4892	Yes	Yes	Yes
Publications of the Astronomical Society of Japan	2053-051X	Yes	Yes	Yes

Publius: The Journal of Federalism	1747-7107	Yes	Yes	Yes
QJM: An International Journal of Medicine	1460-2393	Yes	Yes	Yes
Radiation Protection Dosimetry	1742-3406	Yes	Yes	Yes
Refugee Survey Quarterly	1471-695X	Yes	Yes	Yes
Reports of Patent, Design and Trade Mark Cases	1756-1000	No	Yes	No
Research Evaluation	1471-5449	Yes	Yes	Yes
Review of Finance	1573-692X	Yes	Yes	Yes
Rheumatology	1462-0332	Yes	Yes	Yes
Schizophrenia Bulletin	1745-1701	Yes	Yes	Yes
Science and Public Policy	1471-5430	Yes	Yes	Yes
Screen	1460-2474	Yes	Yes	Yes
Shakespeare Quarterly	1538-3555	No	No	N/A
SLEEP	1550-9109	Yes	Yes	Yes
Social Forces	1534-7605	Yes	Yes	Yes
Social History of Medicine	1477-4666	Yes	Yes	Yes
Social Politics: International Studies in Gender, State & Society	1468-2893	Yes	Yes	Yes
Social Problems	1533-8533	Yes	Yes	Yes
Social Science Japan Journal	1468-2680	Yes	Yes	Yes
Social Work	1545-6846	No	No	N/A
Social Work Research	1545-6838	No	No	N/A
Socio-Economic Review	1475-147X	Yes	Yes	Yes
Sociology of Religion	1759-8818	No	Yes	N/A
Statute Law Review	1464-3863	Yes	Yes	Yes
Systematic Biology	1076-836X	Yes	Yes	Yes

Teaching Mathematics and its Applications: An International Journal of the IMA	1471-6976	Yes	Yes	Yes
The American Historical Review	1937-5239	No	Yes	N/A
The American Journal of Clinical Nutrition	1938-3207	Yes	Yes	Yes
The American Journal of Comparative Law	2326-9197	Yes	Yes	Yes
The American Journal of Jurisprudence	2049-6494	Yes	Yes	Yes
The British Journal of Aesthetics	1468-2842	Yes	No	Yes
The British Journal of Criminology	1464-3529	Yes	Yes	Yes
The British Journal of Social Work	1468-263X	Yes	Yes	Yes
The Cambridge Quarterly	1471-6836	Yes	Yes	Yes
The Chinese Journal of Comparative Law	2050-4810	Yes	Yes	Yes
The Chinese Journal of International Politics	1750-8924	Yes	Yes	Yes
The Computer Journal	1460-2067	Yes	No	Yes
The Econometrics Journal	1368-423X	Yes	Yes	Yes
The Economic Journal	1468-0297	Yes	Yes	Yes
The English Historical Review	1477-4534	Yes	Yes	Yes
The Gerontologist	1758-5341	Yes	Yes	Yes
The Journal of Applied Laboratory Medicine	2475-7241	Yes	No	Yes
The Journal of Biochemistry	1756-2651	Yes	Yes	Yes
The Journal of Clinical Endocrinology and Metabolism	1945-7197	Yes	Yes	Yes
The Journal of Deaf Studies and Deaf Education	1465-7325	Yes	Yes	Yes
The Journal of Hindu Studies	1756-4263	Yes	Yes	Yes
The Journal of Infectious Diseases	1537-6613	Yes	Yes	Yes
The Journal of Law, Economics, and Organization	1465-7341	Yes	Yes	Yes
The Journal of Medicine and Philosophy: A Forum for Bioethics and Philosophy of Medicine	1744-5019	Yes	Yes	Yes

The Journal of Nutrition	1541-6100	Yes	Yes	Yes
The Journal of Theological Studies	1477-4607	Yes	Yes	Yes
The Journal of World Energy Law & Business	1754-9965	Yes	Yes	Yes
The Journals of Gerontology - Series A: Biological and Medical Sciences	1758-535X	Yes	Yes	Yes
The Journals of Gerontology - Series B: Psychological and Social Sciences	1758-5368	Yes	Yes	Yes
The Leo Baeck Institute Yearbook	1758-437X	Yes	Yes	Yes
The Library	1744-8581	No	Yes	N/A
The Monist	2153-3601	Yes	Yes	No
The Musical Quarterly	1741-8399	Yes	Yes	Yes
The Opera Quarterly	1476-2870	Yes	Yes	Yes
The Philosophical Quarterly	1467-9213	Yes	Yes	Yes
The Plant Cell	1532-298X	Yes	Yes	Yes
The Quarterly Journal of Economics	1531-4650	Yes	Yes	Yes
The Quarterly Journal of Mathematics	1464-3847	Yes	Yes	Yes
The Quarterly Journal of Mechanics and Applied Mathematics	1464-3855	Yes	Yes	Yes
The Review of Asset Pricing Studies	2045 9939	Yes	Yes	Yes
The Review of Corporate Finance Studies	2046-9136	Yes	Yes	Yes
The Review of Economic Studies	1467-937X	Yes	Yes	Yes
The Review of English Studies	1471-6968	Yes	Yes	Yes
The Review of Financial Studies	1465-7368	Yes	Yes	Yes
The World Bank Economic Review	1564-698X	Yes	Yes	Yes
The World Bank Research Observer	1564-6971	Yes	Yes	Yes
The Year's Work in Critical and Cultural Theory	1471-681X	No	Yes	N/A
The Year's Work in English Studies	1471-6801	No	Yes	N/A

Toxicological Sciences	1096-0929	Yes	Yes	Yes
Toxicology Research	2045-4538	Yes	Yes	Yes
Transactions of the Royal Society of Tropical Medicine and Hygiene	1878-3503	Yes	Yes	Yes
Translational Behavioral Medicine	1613-9860	Yes	No	Yes
Tree Physiology	1758-4469	Yes	Yes	Yes
Trusts & Trustees	1752-2110	Yes	Yes	Yes
Twentieth Century British History	1477-4674	Yes	Yes	Yes
Uniform Law Review	2050-9065	Yes	Yes	Yes
Western Historical Quarterly	1939-8603	No	Yes	N/A
Work, Aging and Retirement	2054-4650	Yes	Yes	Yes
Yearbook of European Law	2045-0044	Yes	Yes	Yes
Yearbook of International Environmental Law	2045-0052	Yes	Yes	Yes
Zoological Journal of the Linnean Society	1096-3642	Yes	Yes	Yes

SCHEDULE C

CHARGES

YEAR	READ CHARGES	PUBLISH CHARGES	TOTAL AMOUNT (the figures below relate to both access to the Publications and open access publishing and are for the current full journals collection in the relevant year)
2021	€147,578	€840,422	€ 988,000
2022	To be confirmed	To be confirmed	€ 1,067,040
2023	To be confirmed	To be confirmed	€ 1,182,560

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“New Journal Joiner Title” means a journal that joins the Publisher’s journals collection in the then-current year and becomes a Publication hereunder.

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SCHEDULE D

CUSTOMER AGREEMENT

CUSTOMER AGREEMENT: SCHEDULE

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Full address:
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Signed by

For and on behalf of the **Customer**

Name:

Position:

Date:

CUSTOMER AGREEMENT: TERMS AND CONDITIONS

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"Material"	shall mean any abstract, article, index, advertising or other material contained in the Publications and accessed online;
"Password(s)"	shall mean any password(s) created in the Online Registration Materials and any other passwords required by Authorised Users to access the Secure Network;
"Secure Network"	shall mean a network (whether a stand alone network or a virtual network within the Internet) which is only accessible to Authorised Users. A cache server or any server or network which can be accessed by unauthorised users is not a secure network for these purposes;
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"Text And Data Mining"	shall mean, in relation to any Publication(s) or any portion thereof, performing a computational analysis of anything recorded in that (those) Publication(s) or portion.

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 - 2.5.3 by providing the Customer with an electronic copy of the relevant Publications for the purpose of local hosting by the Customer.

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- 3.3 The Customer shall:
- 3.3.1 be responsible for the confidentiality and all use of the Password(s);

- 3.3.2 use all reasonable efforts to ensure that only Authorised Users are permitted access to the Publications by means of the Customer's Secure Network; and
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- 6.5 THE CUSTOMER AGREES THAT THE ENTIRE LIABILITY OF PUBLISHER TO THE CUSTOMER OR AUTHORISED USERS ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE PUBLICATIONS SHALL BE

THE REFUND OF ANY CHARGES PAID UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IN WHICH THE CLAIM ARISES.

- 6.6 The Customer will not be liable for unauthorized use of the Publications by any Authorised Users, provided that (i) the Customer has complied with the terms and conditions of this Agreement (including without limitation Clause 3), and (ii) the unauthorized use did not result from the Customer's own negligence or wilful misconduct, and (iii) the Customer did not permit such unauthorized use to continue after having actual notice thereof.

7. TERMINATION

- 7.1 The Customer may terminate this Agreement at any time for convenience provided that no refund of any payments shall be due.
- 7.2 Either party may terminate this Agreement forthwith by serving written notice on the other in the event that the other party commits a material breach of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days of a request so to do. Without limitation, a breach by the Customer of the provisions of Clause 3.3 above would constitute a material breach of this Agreement.

8. GENERAL

- 8.1 This Agreement is personal to the Customer and the access granted under it does not extend to its subsidiary or parent organisations, nor may such access be assigned by the Customer.
- 8.2 All notices required to be given under this Agreement shall be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this Agreement, or such other address as the party concerned shall from time to time designate by notice pursuant to this Clause. Such notices shall be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 10 (ten) days after posting. All notices to Publisher shall be marked for the attention of the Group Legal Director. All notices to the Customer shall be marked for the attention of the person whose contact details are given in the Schedule.
- 8.3 This Agreement constitutes the entire agreement of the parties about its subject matter, supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement in writing signed by both parties.
- 8.4 Neither the Customer nor the Publisher shall be responsible to the other for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this clause, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.
- 8.5 No provision in this Agreement is intended to be enforceable by any third party, whether pursuant to the Contract (Rights of Third Parties) Act 1999 or otherwise.
- 8.6 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other further breach.
- 8.7 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

SCHEDULE E

OPEN ACCESS PROVISIONS OPEN ACCESS

Under this Schedule E, the Publisher and the Consortium Agent intend to establish a legal and economic framework to allow authors from Customers to have articles published on an open access basis in certain journals, as further described in this Schedule E.

1 DEFINITIONS

1.1 In this Schedule, the following terms have the following meanings:

“Author Agreement”	the agreement governing the publication of an OA Article between the author of such article and the owner of the relevant Journal, such agreement to include details of the OA Licence applicable to such article
“Article Processing Charge”	the charge for the publication of an OA Article, as set by the relevant owner of the Journal or as specified in this Agreement
“Charge Request”	a request from an Eligible Author to use the OA Article Allowance to cover the charge for the publication of an OA Article
“Eligible Author”	the corresponding author of an article who is affiliated with a Customer
“Eligible Journal(s)”	the Journal(s): (i) listed in Schedule A as being eligible journals as may be updated from time to time by the Publisher, and/or (ii) notified to the Consortium Agent in writing as being eligible journals
“Name of Account”	the name of the OA Account as agreed in writing by the Publisher and the Consortium Agent
“OA Account”	Publisher’s open access account(s) which allows Eligible Authors to use the OA Article Allowance in accordance with the terms of this Agreement
“OA Account Dashboard”	the unique user interface for the OA Account accessible via a link provided by Publisher, to which the Consortium Agent and Customers will have access
“OA Account User Name and Password”	the unique username(s) and password(s) issued by the Publisher to the Consortium Agent and Customers to access the OA Account
“OA Article”	an article written by an Eligible Author which is accepted for publication in an Eligible Journal and is Received Into Production during the Subscription Period, subject to the terms of the Author Agreement
"OA Article Allowance"	the number of articles that may be published as OA Articles in accordance with the terms of this Schedule E

“OA Contact Person” John Janssen, being the person duly authorised by the Consortium Agent for administrating the OA Account

“OA Contact Person Details” The following information:

The postal address of the OA Contact Person’s institution;	SURF B.V., Moreelsepark 48, Utrecht, The Netherlands
The OA Contact Person’s email address;	john.janssen@surf.nl

“OA Licence” the Creative Commons licence used for publication by the Publisher of an OA Article as agreed in the Author Agreement

“Received Into Production” the manuscript of an article has entered into the Publisher’s production process prior to publication

2 RIGHT OF DELEGATION

2.1 The parties acknowledge and agree that:

2.1.1 an Eligible Author may authorise another individual to log into the Publisher’s online licensing and payments system to make a Charge Request on the Eligible Author’s behalf; and

2.1.2 the Consortium Agent and the Customers may authorise any of their respective employees to access and manage the OA Account Dashboard using the OA Account User Name and Password assigned to the Consortium Agent and Customers in accordance with the procedure set out in this Schedule E.

3 SETTING UP THE OA ACCOUNT

3.1 The Consortium Agent acknowledges and agrees that all notifications and queries to be made by the Publisher to the Consortium Agent relating to the use of the OA Account in accordance with this Schedule E, will be directed to the OA Account Contact Person.

3.2 The OA Account will be activated by the Publisher following (i) receipt of the OA Account Contact Details, (ii) issuance of the invoice(s) to the Consortium Agent, and (iii) the provision of the OA Account User Name(s) and Password(s) to the Consortium Agent and Customers. The OA Contact Person shall inform the Publisher as soon as possible of any changes to the OA Contact details.

3.3 The Publisher reserves the right to suspend the OA Account in case of late payment.

3.4 The Publisher shall use reasonable efforts to indicate to Eligible Authors that they have the right to publish OA Articles in accordance with the terms and conditions of this Schedule E.

4 CHARGE REQUESTS AND USE OF OA ARTICLE ALLOWANCE

4.1 Eligible Authors whose articles are accepted for publication by the Publisher will be required to choose an OA Licence with the Publisher in order to make a Charge Request.

4.2 It is the Customer’s responsibility to provide all valid email domains for identification of Eligible Authors and to update the Publisher of any changes as soon as reasonably practicable. The Publisher

will use reasonable efforts to notify Eligible Authors via email when their article is Received Into Production, using the email address provided by the Eligible Author.

- 4.3 In each calendar year of the Subscription Period, Customers may approve Charge Requests up to the OA Article Allowance for each such year as indicated in Clause 7 of this Schedule E.
- 4.4 Once a Charge Request has been made by an Eligible Author, the Customer affiliated with such Eligible Author shall review the Charge Request and exercise its right to approve or reject the Charge Request.
- 4.5 Where a Charge Request has been approved, the OA Article Allowance will be reduced by one. The Publisher reserves the right to reject Charge Requests that have not been accepted within 14 calendar days after the date of the Charge Request.
- 4.5 The Consortium Agent acknowledges that each Customer is solely responsible for verifying that an Eligible Author is affiliated with the Customer and is therefore eligible to use the OA Article Allowance and is authorised to make a Charge Request, and that any information relating to the affiliation of an Eligible Author to a Customer provided by the Publisher to the Consortium Agent will be based on the information as provided by the Eligible Author. The Publisher will not under any circumstances be responsible for verifying the identity of any Eligible Author or the validity of any Charge Request made by any Eligible Author.

5 PUBLICATION

- 5.1 OA Articles will be published online under the terms of the relevant OA Licence.
- 5.2 Upon publication of the OA Article, the Publisher will deliver article metadata including OA Licence information to CrossRef. The Publisher will use reasonable efforts to meet the NISO recommended practice Access and License Indicators (NISO RP-22-2015) and NISO recommendations for Mechanisms for Distributing Metadata.
- 5.3 The OA Article Allowance is intended to be for peer-reviewed original and review articles, but the parties acknowledge that the Publisher is unable to stop other types of articles from being referred. For the avoidance of doubt, if Charge Requests are approved for such other types of articles, such approval will not be considered a breach of this Agreement.
- 5.4 Eligible Authors will retain copyright to their OA Articles for those Journals that allow for this as identified in Schedule B.
- 5.5 Any journal that was an Eligible Journal at the start of a calendar year and which becomes a fully open access journal sometime during such calendar year will remain an Eligible Journal for the remainder of such calendar year, but will no longer be an Eligible Journal from the start of the next calendar year of the Subscription Period (if any).

6 REPORTING

- 6.1 The Consortium Agent and Customers may view the remaining OA Article Allowance, transaction history and download reports via the OA Account Dashboard at any time. Such reports will contain details of the articles which have made use of the OA Article Allowance, as well as details of any other articles which were referred to the OA Account.
- 6.2 In each calendar year of the Subscription Period, and no more than once in each such calendar year, the Consortium Agent may request from the Publisher a report of articles by Eligible Authors which have been Received Into Production over the period of 12 months prior to the date that such request

is made. The Publisher shall use reasonable efforts to deliver each such report within 1 month following such request. Each such report shall include, where available, the following information based on the information provided by the Eligible Author on submission of an article:

- 6.2.1 name of the Eligible Author, with its email address and ORCID;
- 6.2.2 name of the Customer based on information provided by the Eligible Author;
- 6.2.3 article title;
- 6.2.4 article type;
- 6.2.5 Received Into Production date;
- 6.2.6 OA Licence selected by the Eligible Author;
- 6.2.7 Eligible journal title;
- 6.2.8 Eligible journal ISSN; and
- 6.2.9 DOI.

7 OA ARTICLE ALLOWANCE

- 7.1 The Publisher shall make available to the Consortium Agent the following OA Article Allowance in the following periods:

Year	Total OA Article Allowance
Year 1 2021	760
Year 2 2022	760
Year 3 2023	760

- 7.2 Any amount of the OA Article Allowance remaining in the OA Account at the end of each calendar year of the Subscription Period will rollover to the next year, provided that any OA Article Allowance remaining on 31 December in the last Subscription Period (as such period may be renewed in accordance with the terms of this Agreement) will be forfeited.
- 7.3 In each calendar year of the Subscription Period, once the OA Article Allowance has been used for that year, an additional Article Processing Charge for each OA Article which is Received Into Production, will be payable by the Eligible Author at the Article Processing Charge list price at the time of article submission for the relevant Eligible journal.
- 7.4 During the Subscription Period, any qualifying articles from Eligible Authors which are Received Into Production and which are not published as an OA Article may be converted into an OA Article, provided that (i) the Consortium Agent notifies the Publisher in writing of any such articles during the Subscription Period, and (ii) the relevant Eligible Author has approved of such conversion, and (iii) there are sufficient articles remaining in the OA Article Allowance. In such cases, the Publisher

shall convert such articles into OA Articles and the OA Article Allowance will be reduced accordingly.

- 7.5 If, at the end of the Subscription Period: (i) the parties intend to renew the Subscription Period but have not finalised the terms of such renewal, and (ii) there is OA Article Allowance remaining in the OA Account, the Publisher shall in good faith continue to permit the publication of OA Articles in accordance with the terms of this Schedule E for a grace period of either a) two months following the end of the then current Subscription Period or b) until such time that the OA Article Allowance is used up, if sooner (as applicable, the “Grace Period”). If, at the end of the Grace Period the terms of such renewal have not been agreed, the Agreement will terminate and the Consortium Agent shall pay to the Publisher the fee for Charge Requests that were approved in the OA Account during the Grace Period at a rate equal to the numbers of Charge Requests approved multiplied by the prevailing Article Publishing Charge for each article. Such fee shall be paid within 30 days of an invoice from the Publisher.

8 EDITORIAL INDEPENDENCE

- 8.1 Both parties recognise that neither the Consortium Agent nor the Customer will be involved in the editorial processes governing the publication of OA Articles.
- 8.2 The Publisher is not obligated to accept or publish any article submitted to the Publisher by an Eligible Author on the basis of this Agreement. The Consortium Agent recognises that the selection of content that is published on the Publisher's platform is entirely at the Publisher's discretion.
- 8.3 The Consortium Agent relinquishes all possibly due claims towards the Publisher resulting from the Publisher's rejection in good faith to publish content, either entirely or partially, submitted by an Eligible Author.

9 RESPONSIBILITIES

- 9.1 The Consortium Agent shall, and procures that the Customers and any persons authorised to access the OA Account shall, at all times, keep the OA Account User Name and Password secure and must not permit any third party to use or have access to the OA Account User Name and Password. The Consortium Agent shall notify Publisher as soon as possible if the Consortium Agent or any Customer suspects that any third party has obtained access to the OA Account User Name and Password and Publisher will invalidate that password following receipt of such notice. Publisher reserves the right at any time to invalidate an OA Account User Name or Password if security may have been compromised. Any instruction, notice, acceptance or rejection of Charge Requests or other communications made by any person using the account username with the correct and valid password will be deemed to be authorised by the Consortium Agent. Publisher will not seek to verify the IP address from which the OA Account Dashboard is accessed.
- 9.2 The Consortium Agent warrants, represents and undertakes to Publisher that:
- 9.2.1 all persons accessing and managing the OA Account Dashboard are the Consortium Agent's and Customer's employees, respectively, who are duly authorised by the Consortium Agent and Customers, as applicable, and all instructions, notices and other communications made by any such person under this Schedule E are within the authority of that person; and
- 9.2.2 the Consortium Agent has notified, and procures that each Customer has notified, each person permitted to access the OA Account Dashboard and/or manage the OA Account in accordance with this Schedule E, that access to the OA Account Dashboard and use of the OA Account, as applicable, is subject to the terms and conditions of this Schedule E.

- 9.3 The Consortium Agent acknowledges that the Publisher may make changes to the administration of the OA Article Allowance to ensure continued delivery of service and/or improvement of service, and the Publisher reserves the right to amend the terms of this Schedule E accordingly.