



Driving innovation together

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**Publish and Read Agreement**  
**SURF and Karger**  
**2022 - 2024**



## **PUBLISH AND READ AGREEMENT**

### **The undersigned:**

SURF B.V., a private limited company with its registered office at Moreelsepark 48, Utrecht, The Netherlands, duly represented in this by its COO, [REDACTED] and referred to hereinafter as “**SURF**”;

and

S. Karger AG with its registered office at Allschwilerstrasse 10, 4055 Basel, Switzerland, duly represented in this by the below signees, referred to hereinafter as “**Publisher**”;

hereinafter jointly referred to as the “**Parties**”;

### **Whereas:**

- SURF is acting on behalf of the Institutions referred to in Schedule A to this Agreement.
- 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 Agreement for Intermediary Services, 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 Agreement for Intermediary Services Content;

**The Parties declare that they have agreed as follows:**

## Definitions

Definition	Description
Agreement	This Agreement for Intermediary Services Content and its associated Schedules.
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 restrictions on access to the extent permitted by the applicable license.
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.
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.

**Article 1 Subject and Term**

- 1.1 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 2022 and consequently ending on 31 December 2024, 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 business day hours (i.e., from Monday until Friday, excluding Swiss bank holidays).
- 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 once 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.), 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**

- 5.1 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 willful wrongdoing. Neither party shall be liable to the other for any special, incidental or consequential damages (including, without limitation, lost profits and loss of goodwill) arising from any breach of this Agreement, even if advised of the possibility of such damages.

#### **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.
- 6.2 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 co-operation to Publisher with regard to rectifying such infringements.
- 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.
- 8.2 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; 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.  
  
Publisher will implement a new OA management system in the course of 2022.
- 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. If, at the end of the grace period a new agreement has not been reached, SURF

will be invoiced for published open access articles at a rate equal to numbers of articles x prevailing Article Publishing Charge.

#### **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.
- 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**

- 11.1 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.
- 11.2 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**

- 12.1 Premature termination of this Agreement by either Party shall be possible – with immediate effect – in the following circumstances:
  - The other Party acts substantially 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 licensing related terms and conditions concerning to the products in the scope of the present agreement applied by Publisher shall not apply and are hereby expressly rejected. The Publisher's privacy policy (<https://www.karger.com/Info/PrivacyPolicy>) and general terms of use of the website for freely available content (<https://www.karger.com/Info/Terms>), which do not fall under the present Agreement, remain applicable to everyone who visits the Publisher's website.

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 appoints an authorised employee to represent the Party in the context of this Agreement.

14.3.1 Karger: [REDACTED]

14.3.2 SURF: [REDACTED]

14.4 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.
- 14.9 All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Seat of the arbitration shall be Den Haag.

**Signing**

Thus agreed and signed

**On behalf of SURF:**

At Utrecht

On 27-01-2022

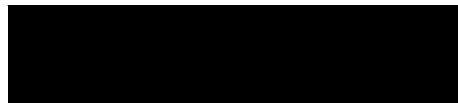


Name: 

Title: COO

**On behalf of S. Karger AG:**

on: 26.01.2022



Name: 

Title: Corporate Counsel

on: 27.01.2022



Name: 

Title: Head of Academic and Res

- [Schedule A Categories of Institutions](#)
- [Schedule B Description of Licensed Material](#)
- [Schedule C Model Licence Agreement](#)

## 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 of the categories, please go to the SURF website (<https://www.surf.nl/en/the-surf-cooperative/overview-of-the-members-of-surf>).

### Participating UKB Members

Name (English)	Website
Erasmus University Rotterdam	<a href="http://www.eur.nl">http://www.eur.nl</a>
Maastricht University	<a href="http://www.maastrichtuniversity.nl">http://www.maastrichtuniversity.nl</a>
Radboud University	<a href="http://www.ru.nl">http://www.ru.nl</a>
University of Groningen	<a href="http://www.rug.nl">http://www.rug.nl</a>
Leiden University	<a href="http://www.leidenuniv.nl">http://www.leidenuniv.nl</a>
Utrecht University	<a href="http://www.uu.nl">http://www.uu.nl</a>
University of Amsterdam	<a href="http://www.uva.nl">http://www.uva.nl</a>
Vrije Universiteit Amsterdam	<a href="http://www.vu.nl">http://www.vu.nl</a>
Wageningen University & Research	<a href="http://www.wur.nl">http://www.wur.nl</a>
University of Tilburg	<a href="https://www.tilburguniversity.edu/">https://www.tilburguniversity.edu/</a>

## Schedule B Description of Licensed Material

(amounts exclusive of VAT)

Material	Category	Fees
Karger Online Journals Karger Open Access Journals	UKB Consortium	2022: <b>€307,495</b> 2023: <b>€315,182</b> 2024: <b>€323.062</b>
	Other Institutions	Price upon request

### 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.

### Conditions

1. Karger Online Journals comprises access to available electronic journals at <https://www.karger.com/Journal/Index> including their backfiles. For a detailed list of all titles available at the start of the agreement see Schedules C-b and C-c;
2. The licence year for this agreement is set to start on January 1st and expires December 31<sup>st</sup>;
3. Prices are in Euro, exclusive of VAT;
4. Other SURF members can join the Licence Agreement at a fee to be determined by Publisher;
5. If the licence is acquired by an additional SURF member in the course of a licence year, the Licence Fee will be paid proportionately (per month).

## Schedule C Model Licence Agreement

### The undersigned:

<Name of Institution>, 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

S. Karger AG with its registered office at Allschwilerstrasse 10, 4055 Basel, Switzerland, duly represented in this by the below signees, referred to hereinafter as "**Publisher**";

hereinafter jointly referred to as the "**Parties**".

### Whereas:

Publisher has concluded the Publish and Read 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").

### The Parties declare that they have agreed as follows:

## Definitions

Definition	Description
Agreement	This Agreement for Intermediary Services Content and its associated Schedules.
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.
End-User or Authorized 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	Between Publisher and the Institution, there is a Publish and Read Agreement in place regarding the Right of Use and/or the Rights to Publish in respect of the Licensed Material. The present license agreement is included as Schedule C to this Publish and Read Agreement.
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.
Media	The media on which the Licensed Material is recorded.
Open Access	Online research output that is free of restrictions on access to the extent permitted by the applicable license.
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.
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.
Contact Person	The employees of the Institutions appointed by the Institutions who will maintain contact with SURF in respect of 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 2024 or on the date of termination of the Agreement referred to in the preamble to the Licence Agreement.
- 1.6 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. 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 or the Author, depending on the applicable license.
- 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.
- 2.5 Except as provided expressly in this Agreement, the Licensor makes no representations or warranties of any kind, explicit or implied, including, but not limited to, warranties of design,

accuracy of the information contained in the Licensed Materials, and merchantability or fitness of use for a particular purpose. The Licensed Materials are supplied 'as are'.

### **Article 3 Licensed Material, Licence Models and Licence Fees**

- 3.1 On signing this Licence Agreement, the Institution shall indicate which of the Licensed Material, Licence Models and Licence Fees specified in Schedule C-a it will use. For this purpose, the Institution shall use the digital services provided by SURF.
- 3.2 In case a Licence Fee is 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 e-mail or over the phone. This includes answering e-mail queries about the use, functionality and content of the Licensed Material within 24 business day hours (i.e., from Monday until Friday, excluding Swiss bank holidays).
- 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;
  - a guided 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 The rights of use of End-Users may only cover a use for the End-User's own personal, scholarly, educational or scientific research or their internal business use and may not be an automated process (crawling);
- 5.1.2 searching, loading, calling up on screen, consulting the Licensed Material and/or causing the Licensed Material to function;
- 5.1.3 copying of parts of the Licensed Material to the End-User's hard disk and printing parts of the Licensed Material;
- 5.1.4 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 reference management software, *e.g.*, RefWorks and Endnote;
- 5.1.5 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;

- 5.1.6 the use of parts of the Licensed Material in printed and/or electronic form in the context of interlibrary loans within the country of the institution;
- 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. For the avoidance of doubt, text and data mining for commercial purposes is not permitted in this agreement.
- 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 Without written, informed consent, the Publisher shall not 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.

- 5.4 Except where this Licence provides otherwise, the Institution shall not, and shall not grant an Authorised User the right to:

- 5.4.1 sell, resell, or sub-license the Licensed Material, in whole or in part, unless the Publisher has given permission in writing to do so;

- 5.4.2 remove, obscure or alter copyright notices, acknowledgements or other means of identification, or disclaimers, other than Metadata;

- 5.4.3 alter or adapt the Licensed Material (other than Metadata), including any alteration of the words of Licensed Content or their order, except to the extent necessary to make it perceptible on a computer screen;
  - 5.4.4 display or distribute any part of the Licensed Material (other than Metadata) on any electronic network, including the internet, other than on a Secure Network;
  - 5.4.5 make any Commercial Use of the Licensed Material (in whole or in part);
  - 5.4.6 use the Licensed Materials (in whole or in part) other than for Educational Purposes;
  - 5.4.7 provide access to and/or permit use of the Licensed Content by anyone, or transmit any part of the Licensed Material (other than Metadata) by any means to anyone, other than an Authorised User.
- 5.5 The Institution shall not provide access to Walk-In Users to the Licensed Content at a location other than the Institution's premises (but, for the avoidance of doubt, may provide access on such premises by wireless means).
- 5.6 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 Open Access or other type of 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. As to Permitted Uses of the Licensor's Open Access Content, it is further referred to the Publisher's Open Access Searchable Gateway at <https://www.karger.com/open-access/types-licences-copyright-costs>.

## Article 6 Responsibilities of the Institution

- 6.1 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 5](#)
- 6.2 The Institutions shall:
- 6.2.1 provide passwords and other confidential Authentication Information only to Authorised Users and take reasonable steps to prevent Authorised Users from providing such Authentication Information to anyone else;
  - 6.2.2 provide to the Publisher lists of valid IP addresses for the purpose of managing access to the Licensed Material and update those lists regularly as agreed by the parties from time to time;
  - 6.2.3 use reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Material;
  - 6.2.4 inform the Authorised Users about the conditions of use of the Licensed Material provided for in this Licence and to the extent that such terms apply to them, use reasonable efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Licence; and
  - 6.2.5 configure the computer system through which the Licensed Material used by the Institution and Authorised Users, and put in place procedures, in accordance with reasonably appropriate accepted standards, for the purpose of preventing access to the Licensed Material by any person other than an Authorised User.
  - 6.2.6 use reasonable efforts to monitor compliance with the terms of this Licence and shall promptly notify the Publisher, providing full particulars (to the extent that it is not prohibited by law or contractual obligation from doing so), on becoming aware of any of the following:
    - 6.2.6.1 any unauthorised access to or use of the Licensed Material or unauthorised use of Authentication Information; or

6.2.6.2 any act by an Authorised User which gives rise to a breach of this Licence.

6.2.7 As soon as an Institution is aware of any breach of the terms of this Licence, the Institution shall:

6.2.7.1 take reasonable steps to investigate such breach for the purpose of ensuring that the relevant activity ceases and preventing any recurrence; and

6.2.7.2 if the Institution considers this appropriate, take steps against the individual concerned in accordance with the Institution's disciplinary procedure but the Institution shall not have any other liability for any breach relating to the security of the Secure Network or use by Authorised Users of any Licensed Material.

## 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. Publisher shall be excused for any delay, downtime, transmission error, software or equipment incompatibilities caused by force majeure (including a pandemic).
- 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 two (2) business days, the Institution shall be entitled to monetary reimbursement of a proportionate amount of the relevant 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 business hours. Should it be expected, in exceptional cases, that that period will be exceeded, institutions and SURF will be informed 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 (<http://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

(<http://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 at the beginning of the Agreement of the dark archives (e.g. Portico, LOCKSS, CLOCKSS) that the Publisher uses for the deposit of its content in the event of a force majeure or if the Publisher ceases to exist. The Publisher shall inform SURF and the Institutions in the event of any changes regarding the dark archives' repository.
- 7.11 The Publisher agrees to use all best efforts to comply with the Open URL Standard (<http://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 (<http://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 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](https://groups.niso.org/apps/group_public/download.php/14820/rp-19-2014_ODI.pdf)).
- 7.16 Publisher shall use reasonable endeavours to implement the FAIR Guiding Principles for scientific data management and stewardship (<https://www.force11.org/fairprinciples>).
- 7.17 Publisher shall use reasonable endeavours to conform to all the Plan S technical guidance and requirements. (<https://www.coalition-s.org/principles-and-implementation/>).
- 7.18 Publisher shall not be liable for any delay, downtime, transmission error, software or equipment incompatibilities, force majeure or other failures of performance. Publisher will use commercially reasonable efforts to correct any material performance problem brought to its attention by SURF or any of its Institutions.

## Article 8 Open Access Publishing

- 8.1 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 claimed at the moment of submitting, and is identified upon acceptance
- 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. SURF shall provide the contact details of the respective library's staff.

- 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.
- 8.5 Upon request, 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. 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 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. Article type;
  7. Journal title;
  8. eISSN;
  9. OA licence type (if applicable);
  10. Date of submission;
  11. Date first published online;
  12. Paid charges (if applicable);
  13. Funding organisation (if provided by the Corresponding Author);
  14. OA status (f.i. "accepted"; "published"; ""; "opt-out").

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

- 8.9 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 Submitting Author;
  2. E-mail address of Submitting Author;
  3. Institution name;
  4. Article title;
  5. Article DOI;
  6. Article type;

7. Journal title;
8. eISSN;
9. OA licence type (if applicable);
10. Date of submission;
11. Date first published online;
12. Paid charges (if applicable);
13. Funding organisation (if provided by the Corresponding Author);
14. 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.

- 8.10 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 [http://www.niso.org/news/pr/view?item\\_key=641bc3f6540b533afee9e7db9edebb6dd5b0ed81](http://www.niso.org/news/pr/view?item_key=641bc3f6540b533afee9e7db9edebb6dd5b0ed81)
- 8.11 Publisher shall not charge Eligible Authors, or the Institution service fees (e.g. page charges, colour-in-print,).

## 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:
  1. 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) and Swiss Privacy laws.
- 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 without users agreement, unless provided in separate arrangement or context, e.g. user registers for a newsletter.
- 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 or the End User.
- 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. Should any of Publisher's counterparties which process Personal Data in line with the present agreement have sub-contractors outside of the European Economic Area, Publisher ensures compliancy with GDPR through the conclusion of the mandatorily required GDPR Data Processing Agreements.
- 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**

- 11.1 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.
- 11.2 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 Licensor warrants that the Licensed Materials do not violate any third-party rights. In case third parties allege any claims, the Licensor shall at its option either defend the Licensee against the claims or satisfy them. This warranty shall survive the termination of any purchase agreement; however, it shall not apply if the Licensee has modified the Licensed Materials in any way not permitted by these Terms & Conditions. 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.

- 12.2 Neither the Institution nor the Publisher shall be liable to the other (even if advised of the possibility of such damages) for:
- any special, indirect, incidental, punitive or consequential damages; or
  - loss of direct or indirect profits, business, goodwill, contracts, revenue or anticipated savings; or
  - any increased costs or expenses.
- 12.3 Publisher shall not be liable for any delay, downtime, transmission error, software or equipment incompatibilities, force majeure or other failures of performance. Publisher will use commercially reasonable efforts to correct any material performance problem brought to its attention by the Licensee.
- 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 willful 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.
- 12.5 Neither party shall be liable in any way for failure or delay in performing its obligations under these Terms & Conditions if the failure or delay is due to causes outside the reasonable control of the party in default.
- 12.6 Neither Party's delay or failure to perform any provision of the present Agreement, as result of circumstances beyond its control including, without limitation, war, strikes, floods, pandemic, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities shall be deemed to be, or to give rise to, a breach of the present Agreement, and shall not result in any claim for damages.

### **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.
- 13.2 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.
- 13.3 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 law.

- 14.2 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.
- 14.4 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.
- 14.5 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.

#### **Article 15 Confidentiality**

- 15.1 The present contract may be shared with personal information redacted. Any supporting material must remain confidential (e.g. spreadsheets, proposal documents).

#### **Article 16 Miscellaneous**

- 16.1 This License Agreement may not be assigned or transferred to any third party, nor may either party subcontract any of its obligations without the prior written consent of the other party, which consent shall not unreasonably be withheld.
- 16.2 The invalidity or unenforceability of any provision of this License Agreement shall not affect the continuation or enforceability of the remainder of this License Agreement.



**Signatures and Schedules**

This license agreement is valid in writing. Electronic signature is deemed to be in writing.

Thus agreed and signed:

**On behalf of Institution:**

On: \_\_\_\_\_

\_\_\_\_\_

Name:

Title:

**On behalf of Publisher:**

On: \_\_\_\_\_

On: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name:

Name:

Title:

Title:

**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.

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

(amounts exclusive of VAT)

Material	Category	Fees
Karger Online Journals Karger Open Access Journals	UKB Consortium	2022: <b>€307,495</b> 2023: <b>€315,182</b> 2024: <b>€323.062</b>
	Other Institutions	Price upon request

**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.

**Conditions**

1. Karger Online Journals comprises access to available electronic journals at <https://www.karger.com/Journal/Index> including their backfiles. For a detailed list of all titles available at the start of the agreement see Schedules C-b and C-c;
2. The licence year for this agreement is set to start on January 1st and expires December 31<sup>st</sup>;
3. Prices are in Euro, exclusive of VAT;
4. Other SURF members can join the Licence Agreement at a fee to be determined by Publisher;
5. If the licence is acquired by an additional SURF member 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

Nr.	Journal Name	ISSN Online	URL	SURF Record#
1	Acta Cytologica	1938-2650	<a href="https://www.karger.com/ACY">https://www.karger.com/ACY</a>	22936
2	Acta Haematologica	1421-9662	<a href="https://www.karger.com/AHA">https://www.karger.com/AHA</a>	14210
3	American Journal of Nephrology	1421-9670	<a href="https://www.karger.com/AJN">https://www.karger.com/AJN</a>	14211
4	Annals of Nutrition and Metabolism	1421-9697	<a href="https://www.karger.com/ANM">https://www.karger.com/ANM</a>	14216
5	Audiology and Neurotology	1421-9700	<a href="https://www.karger.com/AUD">https://www.karger.com/AUD</a>	14217
6	Blood Purification	1421-9735	<a href="https://www.karger.com/BPU">https://www.karger.com/BPU</a>	14218
7	Brain, Behavior and Evolution	1421-9743	<a href="https://www.karger.com/BBE">https://www.karger.com/BBE</a>	14219
8	Breast Care	1661-3805	<a href="https://www.karger.com/BRC">https://www.karger.com/BRC</a>	14220
9	Cardiology	1421-9751	<a href="https://www.karger.com/CRD">https://www.karger.com/CRD</a>	14221
10	Caries Research	1421-976X	<a href="https://www.karger.com/CRE">https://www.karger.com/CRE</a>	14222
11	Cells Tissues Organs	1422-6421	<a href="https://www.karger.com/CTO">https://www.karger.com/CTO</a>	14223
12	Cerebrovascular Diseases	1421-9786	<a href="https://www.karger.com/CED">https://www.karger.com/CED</a>	14225
13	Chemotherapy	1421-9794	<a href="https://www.karger.com/CHE">https://www.karger.com/CHE</a>	14226
14	Complementary Medicine Research	2504-2106	<a href="https://www.karger.com/CMR">https://www.karger.com/CMR</a>	33714
15	Complex Psychiatry	2673-298X	<a href="https://www.karger.com/CXP">https://www.karger.com/CXP</a>	39160
16	Cytogenetic and Genome Research	1424-859X	<a href="https://www.karger.com/CGR">https://www.karger.com/CGR</a>	14231
17	Dementia and Geriatric Cognitive Disorders	1421-9824	<a href="https://www.karger.com/DEM">https://www.karger.com/DEM</a>	14232
18	Dermatology	1421-9832	<a href="https://www.karger.com/DRM">https://www.karger.com/DRM</a>	14233
19	Developmental Neuroscience	1421-9859	<a href="https://www.karger.com/DNE">https://www.karger.com/DNE</a>	14234
20	Digestion	1421-9867	<a href="https://www.karger.com/DIG">https://www.karger.com/DIG</a>	14235
21	Digestive Diseases	1421-9875	<a href="https://www.karger.com/DDI">https://www.karger.com/DDI</a>	14236
22	Digestive Surgery	1421-9883	<a href="https://www.karger.com/DSU">https://www.karger.com/DSU</a>	14237
23	European Addiction Research	1421-9891	<a href="https://www.karger.com/EAR">https://www.karger.com/EAR</a>	14238
24	European Neurology	1421-9913	<a href="https://www.karger.com/ENE">https://www.karger.com/ENE</a>	14239
25	European Surgical Research	1421-9921	<a href="https://www.karger.com/ESR">https://www.karger.com/ESR</a>	14240
26	Fetal Diagnosis and Therapy	1421-9964	<a href="https://www.karger.com/FDT">https://www.karger.com/FDT</a>	14241
27	Folia Phoniatica et Logopaedica	1421-9972	<a href="https://www.karger.com/FPL">https://www.karger.com/FPL</a>	14242
28	Gerontology	1423-0003	<a href="https://www.karger.com/GER">https://www.karger.com/GER</a>	14246
29	Gynecologic and Obstetric Investigation	1423-002X	<a href="https://www.karger.com/GOI">https://www.karger.com/GOI</a>	14248
30	Hormone Research in Paediatrics	1663-2826	<a href="https://www.karger.com/HRP">https://www.karger.com/HRP</a>	21497
31	Human Development	1423-0054	<a href="https://www.karger.com/HDE">https://www.karger.com/HDE</a>	14250
32	International Archives of Allergy and Immunology	1423-0097	<a href="https://www.karger.com/IAA">https://www.karger.com/IAA</a>	14252
33	Journal of Vascular Research	1423-0135	<a href="https://www.karger.com/JVR">https://www.karger.com/JVR</a>	14255
34	Kompass Autoimmun	2624-8476	<a href="https://www.karger.com/KAI">https://www.karger.com/KAI</a>	39164
35	Kompass Dermatologie	2296-536X	<a href="https://www.karger.com/KKD">https://www.karger.com/KKD</a>	39165
36	Kompass Neumologia	2624-9073	<a href="https://www.karger.com/KXN">https://www.karger.com/KXN</a>	39169
37	Kompass Nutrition and Dietetics	2673-5199	<a href="https://www.karger.com/KND">https://www.karger.com/KND</a>	39163
38	Kompass Onkologie	2296-5386	<a href="https://www.karger.com/KKO">https://www.karger.com/KKO</a>	39166
39	Kompass Ophthalmologie	2297-0045	<a href="https://www.karger.com/KOP">https://www.karger.com/KOP</a>	39168
40	Kompass Pneumologie	2296-0317	<a href="https://www.karger.com/KKP">https://www.karger.com/KKP</a>	39167

Nr.	Journal Name	ISSN Online	URL	SURF Record#
41	Molecular Syndromology	1661-8777	<a href="https://www.karger.com/MSY">https://www.karger.com/MSY</a>	21500
42	Neonatology	1661-7819	<a href="https://www.karger.com/NEO">https://www.karger.com/NEO</a>	14258
43	Nephron (Nephron Clinical Practice, Nephron Experimental Nephrology and Nephron Physiology)	2235-3186	<a href="https://www.karger.com/NEF">https://www.karger.com/NEF</a>	14259
44	Neurodegenerative Diseases	1660-2862	<a href="https://www.karger.com/NDD">https://www.karger.com/NDD</a>	14260
45	Neuroendocrinology	1423-0194	<a href="https://www.karger.com/NEN">https://www.karger.com/NEN</a>	14261
46	Neuroepidemiology	1423-0208	<a href="https://www.karger.com/NED">https://www.karger.com/NED</a>	14262
47	Neuroimmunomodulation	1423-0216	<a href="https://www.karger.com/NIM">https://www.karger.com/NIM</a>	14263
48	Neuropsychobiology	1423-0224	<a href="https://www.karger.com/NPS">https://www.karger.com/NPS</a>	14264
49	Ocular Oncology and Pathology	2296-4657	<a href="https://www.karger.com/OOP">https://www.karger.com/OOP</a>	31579
50	Oncology	1423-0232	<a href="https://www.karger.com/OCL">https://www.karger.com/OCL</a>	14265
51	Oncology Research and Treatment	2296-5262	<a href="https://www.karger.com/ORT">https://www.karger.com/ORT</a>	31580
52	Ophthalmologica	1423-0267	<a href="https://www.karger.com/OPH">https://www.karger.com/OPH</a>	14268
53	ORL	1423-0275	<a href="https://www.karger.com/ORL">https://www.karger.com/ORL</a>	14269
54	Pathobiology	1423-0291	<a href="https://www.karger.com/PAT">https://www.karger.com/PAT</a>	14271
55	Pediatric Neurosurgery	1423-0305	<a href="https://www.karger.com/PNE">https://www.karger.com/PNE</a>	14273
56	Pharmacology	1423-0313	<a href="https://www.karger.com/PHA">https://www.karger.com/PHA</a>	14274
57	Psychopathology	1423-033X	<a href="https://www.karger.com/PSP">https://www.karger.com/PSP</a>	14276
58	Psychotherapy and Psychosomatics	1423-0348	<a href="https://www.karger.com/PPS">https://www.karger.com/PPS</a>	14277
59	Respiration	1423-0356	<a href="https://www.karger.com/RES">https://www.karger.com/RES</a>	14278
60	Sexual Development	1661-5433	<a href="https://www.karger.com/SXD">https://www.karger.com/SXD</a>	14279
61	Skin Appendage Disorders	2296-9160	<a href="https://www.karger.com/SAD">https://www.karger.com/SAD</a>	31582
62	Skin Pharmacology and Physiology	1660-5535	<a href="https://www.karger.com/SPP">https://www.karger.com/SPP</a>	14280
63	Stereotactic and Functional Neurosurgery	1423-0372	<a href="https://www.karger.com/SFN">https://www.karger.com/SFN</a>	14281
64	Urologia Internationalis	1423-0399	<a href="https://www.karger.com/UIN">https://www.karger.com/UIN</a>	14284
65	Verhaltenstherapie	1423-0402	<a href="https://www.karger.com/VER">https://www.karger.com/VER</a>	14285
66	Visceral Medicine	2297-475X	<a href="https://www.karger.com/VIS">https://www.karger.com/VIS</a>	21504

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

Nr.	Journal Name	ISSN Online	URL	SURF Record#	OA Type
1	Acta Cytologica	1938-2650	<a href="https://www.karger.com/ACY">https://www.karger.com/ACY</a>	22936	Hybrid
2	Acta Haematologica	1421-9662	<a href="https://www.karger.com/AHA">https://www.karger.com/AHA</a>	14210	Hybrid
3	American Journal of Nephrology	1421-9670	<a href="https://www.karger.com/AJN">https://www.karger.com/AJN</a>	14211	Hybrid
4	Annals of Nutrition and Metabolism	1421-9697	<a href="https://www.karger.com/ANM">https://www.karger.com/ANM</a>	14216	Hybrid
5	Audiology and Neurotology	1421-9700	<a href="https://www.karger.com/AUD">https://www.karger.com/AUD</a>	14217	Hybrid
6	Biomedicine Hub	2296-6870	<a href="https://www.karger.com/BMH">https://www.karger.com/BMH</a>	32036	Full OA
7	Blood Purification	1421-9735	<a href="https://www.karger.com/BPU">https://www.karger.com/BPU</a>	14218	Hybrid
8	Brain, Behavior and Evolution	1421-9743	<a href="https://www.karger.com/BBE">https://www.karger.com/BBE</a>	14219	Hybrid
9	Breast Care	1661-3805	<a href="https://www.karger.com/BRC">https://www.karger.com/BRC</a>	14220	Hybrid
10	Cardiology	1421-9751	<a href="https://www.karger.com/CRD">https://www.karger.com/CRD</a>	14221	Hybrid
11	Cardiorenal Medicine	1664-5502	<a href="https://www.karger.com/CRM">https://www.karger.com/CRM</a>	22937	Full OA
12	Caries Research	1421-976X	<a href="https://www.karger.com/CRE">https://www.karger.com/CRE</a>	14222	Hybrid
13	Case Reports in Acute Medicine	2504-5288	<a href="https://www.karger.com/CRA">https://www.karger.com/CRA</a>	33825	Full OA
14	Case Reports in Dermatology	1662-6567	<a href="https://www.karger.com/CDE">https://www.karger.com/CDE</a>	21505	Full OA
15	Case Reports in Gastroenterology	1662-0631	<a href="https://www.karger.com/CRG">https://www.karger.com/CRG</a>	21510	Full OA
16	Case Reports in Nephrology and Dialysis	2296-9705	<a href="https://www.karger.com/CND">https://www.karger.com/CND</a>	31569	Full OA
17	Case Reports in Neurology	1662-680X	<a href="https://www.karger.com/CRN">https://www.karger.com/CRN</a>	21506	Full OA
18	Case Reports in Oncology	1662-6575	<a href="https://www.karger.com/CRO">https://www.karger.com/CRO</a>	21507	Full OA
19	Case Reports in Ophthalmology	1663-2699	<a href="https://www.karger.com/COP">https://www.karger.com/COP</a>	22940	Full OA
20	Case Reports in Orthopedic Research	2296-9373	<a href="https://www.karger.com/CIO">https://www.karger.com/CIO</a>	33826	Full OA
21	Cells Tissues Organs	1422-6421	<a href="https://www.karger.com/CTO">https://www.karger.com/CTO</a>	14223	Hybrid
22	Cerebrovascular Diseases	1421-9786	<a href="https://www.karger.com/CED">https://www.karger.com/CED</a>	14225	Hybrid
23	Cerebrovascular Diseases EXTRA	1664-5456	<a href="https://www.karger.com/CEE">https://www.karger.com/CEE</a>	22938	Full OA
24	Chemotherapy	1421-9794	<a href="https://www.karger.com/CHE">https://www.karger.com/CHE</a>	14226	Hybrid
25	Complementary Medicine Research	2504-2106	<a href="https://www.karger.com/CMR">https://www.karger.com/CMR</a>	33714	Hybrid
26	Complex Psychiatry	2673-298X	<a href="https://www.karger.com/CXP">https://www.karger.com/CXP</a>	39160	Hybrid
27	Cytogenetic and Genome Research	1424-859X	<a href="https://www.karger.com/CGR">https://www.karger.com/CGR</a>	14231	Hybrid
28	Dementia and Geriatric Cognitive Disorders	1421-9824	<a href="https://www.karger.com/DEM">https://www.karger.com/DEM</a>	14232	Hybrid
29	Dementia and Geriatric Cognitive Disorders EXTRA	1664-5464	<a href="https://www.karger.com/DEE">https://www.karger.com/DEE</a>	22939	Full OA
30	Dermatology	1421-9832	<a href="https://www.karger.com/DRM">https://www.karger.com/DRM</a>	14233	Hybrid
31	Developmental Neuroscience	1421-9859	<a href="https://www.karger.com/DNE">https://www.karger.com/DNE</a>	14234	Hybrid
32	Digestion	1421-9867	<a href="https://www.karger.com/DIG">https://www.karger.com/DIG</a>	14235	Hybrid
33	Digestive Diseases	1421-9875	<a href="https://www.karger.com/DDI">https://www.karger.com/DDI</a>	14236	Hybrid
34	Digestive Surgery	1421-9883	<a href="https://www.karger.com/DSU">https://www.karger.com/DSU</a>	14237	Hybrid
35	Digital Biomarkers	2504-110X	<a href="https://www.karger.com/DIB">https://www.karger.com/DIB</a>	33715	Full OA
36	European Addiction Research	1421-9891	<a href="https://www.karger.com/EAR">https://www.karger.com/EAR</a>	14238	Hybrid
37	European Neurology	1421-9913	<a href="https://www.karger.com/ENE">https://www.karger.com/ENE</a>	14239	Hybrid
38	European Surgical Research	1421-9921	<a href="https://www.karger.com/ESR">https://www.karger.com/ESR</a>	14240	Hybrid
39	Fetal Diagnosis and Therapy	1421-9964	<a href="https://www.karger.com/FDT">https://www.karger.com/FDT</a>	14241	Hybrid
40	Folia Phoniatica et Logopaedica	1421-9972	<a href="https://www.karger.com/FPL">https://www.karger.com/FPL</a>	14242	Hybrid
41	Gastrointestinal Tumors	2296-3766	<a href="https://www.karger.com/GAT">https://www.karger.com/GAT</a>	31571	Full OA



Nr.	Journal Name	ISSN Online	URL	SURF Record#	OA Type
43	Gerontology	1423-0003	<a href="https://www.karger.com/GER">https://www.karger.com/GER</a>	14246	Hybrid
44	Glomerular Diseases	2673-3633	<a href="https://www.karger.com/GDZ">https://www.karger.com/GDZ</a>	39162	Full OA
45	Gynecologic and Obstetric Investigation	1423-002X	<a href="https://www.karger.com/GOI">https://www.karger.com/GOI</a>	14248	Hybrid
46	Hormone Research in Paediatrics	1663-2826	<a href="https://www.karger.com/HRP">https://www.karger.com/HRP</a>	21497	Hybrid
47	Human Development	1423-0054	<a href="https://www.karger.com/HDE">https://www.karger.com/HDE</a>	14250	Hybrid
48	Human Heredity	1423-0062	<a href="https://www.karger.com/HHE">https://www.karger.com/HHE</a>	14251	Hybrid
49	Inflammatory Intestinal Diseases	2296-9365	<a href="https://www.karger.com/IID">https://www.karger.com/IID</a>	32034	Full OA
50	International Archives of Allergy and Immunology	1423-0097	<a href="https://www.karger.com/IAA">https://www.karger.com/IAA</a>	14252	Hybrid
51	Intervirolgy	1423-0100	<a href="https://www.karger.com/INT">https://www.karger.com/INT</a>	14253	Full OA
52	Journal of Innate Immunity	1662-8128	<a href="https://www.karger.com/JIN">https://www.karger.com/JIN</a>	21498	Full OA
53	Journal of Vascular Research	1423-0135	<a href="https://www.karger.com/JVR">https://www.karger.com/JVR</a>	14255	Hybrid
54	Kidney and Blood Pressure Research	1423-0143	<a href="https://www.karger.com/KBR">https://www.karger.com/KBR</a>	14256	Full OA
55	Kidney Diseases	2296-9357	<a href="https://www.karger.com/KDD">https://www.karger.com/KDD</a>	31577	Full OA
56	Lifestyle Genomics	2504-3188	<a href="https://www.karger.com/LFG">https://www.karger.com/LFG</a>	33828	Full OA
57	Liver Cancer	1664-5553	<a href="https://www.karger.com/LIC">https://www.karger.com/LIC</a>	26644	Full OA
58	Medical Cannabis and Cannabinoids	2504-3889	<a href="https://www.karger.com/MCA">https://www.karger.com/MCA</a>	33829	Full OA
60	Microbial Physiology	2673-1673	<a href="https://www.karger.com/MIP">https://www.karger.com/MIP</a>	38280	Full OA
61	Molecular Syndromology	1661-8777	<a href="https://www.karger.com/MSY">https://www.karger.com/MSY</a>	21500	Hybrid
62	Neonatology	1661-7819	<a href="https://www.karger.com/NEO">https://www.karger.com/NEO</a>	14258	Hybrid
63	Nephron (Nephron Clinical Practice, Nephron Experimental Nephrology and Nephron Physiology)	2235-3186	<a href="https://www.karger.com/NEF">https://www.karger.com/NEF</a>	14259	Hybrid
64	Neurodegenerative Diseases	1660-2862	<a href="https://www.karger.com/NDD">https://www.karger.com/NDD</a>	14260	Hybrid
65	Neuroendocrinology	1423-0194	<a href="https://www.karger.com/NEN">https://www.karger.com/NEN</a>	14261	Hybrid
66	Neuroepidemiology	1423-0208	<a href="https://www.karger.com/NED">https://www.karger.com/NED</a>	14262	Hybrid
67	Neuroimmunomodulation	1423-0216	<a href="https://www.karger.com/NIM">https://www.karger.com/NIM</a>	14263	Hybrid
68	Neuropsychobiology	1423-0224	<a href="https://www.karger.com/NPS">https://www.karger.com/NPS</a>	14264	Hybrid
69	Obesity Facts	1662-4033	<a href="https://www.karger.com/OFA">https://www.karger.com/OFA</a>	21502	Full OA
70	Ocular Oncology and Pathology	2296-4657	<a href="https://www.karger.com/OOP">https://www.karger.com/OOP</a>	31579	Hybrid
71	Oncology	1423-0232	<a href="https://www.karger.com/OCL">https://www.karger.com/OCL</a>	14265	Hybrid
72	Oncology Research and Treatment	2296-5262	<a href="https://www.karger.com/ORT">https://www.karger.com/ORT</a>	31580	Hybrid
73	Ophthalmic Research	1423-0259	<a href="https://www.karger.com/ORE">https://www.karger.com/ORE</a>	14267	Full OA
74	Ophthalmologica	1423-0267	<a href="https://www.karger.com/OPH">https://www.karger.com/OPH</a>	14268	Hybrid
75	ORL	1423-0275	<a href="https://www.karger.com/ORL">https://www.karger.com/ORL</a>	14269	Hybrid
76	Pathobiology	1423-0291	<a href="https://www.karger.com/PAT">https://www.karger.com/PAT</a>	14271	Hybrid
77	Pediatric Neurosurgery	1423-0305	<a href="https://www.karger.com/PNE">https://www.karger.com/PNE</a>	14273	Hybrid
78	Pharmacology	1423-0313	<a href="https://www.karger.com/PHA">https://www.karger.com/PHA</a>	14274	Hybrid
80	Psychopathology	1423-033X	<a href="https://www.karger.com/PSP">https://www.karger.com/PSP</a>	14276	Hybrid
81	Psychotherapy and Psychosomatics	1423-0348	<a href="https://www.karger.com/PPS">https://www.karger.com/PPS</a>	14277	Hybrid
82	Public Health Genomics	1662-8063	<a href="https://www.karger.com/PHG">https://www.karger.com/PHG</a>	20835	Full OA
83	Pulse	2235-8668	<a href="https://www.karger.com/PLS">https://www.karger.com/PLS</a>	27874	Hybrid
84	Respiration	1423-0356	<a href="https://www.karger.com/RES">https://www.karger.com/RES</a>	14278	Hybrid
85	Sexual Development	1661-5433	<a href="https://www.karger.com/SXD">https://www.karger.com/SXD</a>	14279	Hybrid
86	Skin Appendage Disorders	2296-9160	<a href="https://www.karger.com/SAD">https://www.karger.com/SAD</a>	31582	Hybrid
87	Skin Pharmacology and Physiology	1660-5535	<a href="https://www.karger.com/SPP">https://www.karger.com/SPP</a>	14280	Hybrid

Nr.	Journal Name	ISSN Online	URL	SURF Record#	OA Type
88	Stereotactic and Functional Neurosurgery	1423-0372	<a href="https://www.karger.com/SFN">https://www.karger.com/SFN</a>	14281	Hybrid
89	Transfusion Medicine and Hemotherapy	1660-3818	<a href="https://www.karger.com/TMH">https://www.karger.com/TMH</a>	14282	Full OA
90	Urologia Internationalis	1423-0399	<a href="https://www.karger.com/UIN">https://www.karger.com/UIN</a>	14284	Hybrid
91	Verhaltenstherapie	1423-0402	<a href="https://www.karger.com/VER">https://www.karger.com/VER</a>	14285	Hybrid
92	Visceral Medicine	2297-475X	<a href="https://www.karger.com/VIS">https://www.karger.com/VIS</a>	21504	Hybrid