Read and Publish Agreement SURF and Georg Thieme Verlag KG 2025 - 2027



READ AND PUBLISH AGREEMENT

The undersigned:	
<u>SURF B.V.</u> , a private limited company with its registered o Netherlands, duly represented in this by its	ffice at Moreelsepark 48, 3511EP Utrecht, The and referred to hereinafter as "SURF";
and	
Georg Thieme Verlag KG, with its registered office at Oswarepresented in this by hereinafter as " Publisher ";	ald-Hesse-Str. 50., Stuttgart, Germany, duly , referred to
hereinafter jointly referred to as the "Parties" or each sep	parately as a " Party ";

Whereas

- SURF is a subsidiary of Cooperatie SURF U.A., a cooperative association of Dutch educational and research institutions, including the Institutions specified in Schedule A;
- · Publisher is the publisher of the Licensed Material;
- The Institutions wish to acquire Rights of Use in respect of the Licensed Material;
- The Institutions also wish to acquire Rights to Publish in Open Access in respect of the Licensed Material;
- SURF provides Intermediary Services to the Institutions for the purpose of concluding and managing Licence Agreements between the Institutions and Publisher regarding the Rights of Use and the Rights to Publish in accordance with the Model Licence Agreement attached hereto as Schedule C;
- Publisher is prepared to grant the Institutions the Rights of Use and the Rights to Publish on the conditions of this Read and Publish Agreement and the Model Licence Agreement;
- In respect of this Read and Publish Agreement, SURF is acting as a Consortium manager for and, where relevant, on behalf of the Institutions;

Declare that they have agreed as follows:



Definitions

Definition	Description
Agreement	This Read and Publish Agreement 2025-2027 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.
Consortium	The group of Institutions entering into Licence Agreements with Publisher.
Contact Person	Means the Contact Person(s) appointed by SURF and Publisher, respectively, for dealing with all matters regarding the execution of the Agreement as specified in Article 17.
Documentation	Any descriptions, specifications or manuals concerning the Licensed Material and/or Media provided by Publisher.
Eligible Authors	Teaching and research staff employed by or otherwise accredited to the Participating Institution or who are students enrolled at or accredited to one of the Institutions. In case of multiple authors, only the author corresponding with the Publisher at the time of acceptance qualifies as an Eligible Author, provided, however, that if the Institution confirms the affiliation status of an author as Eligible Author based on affiliated author conditions, the author shall be deemed as Eligible Author.
End-User	Those persons who are authorized by an Institution to have access to the Licensed Material, i.e. students, its current faculty members, researchers, staff members, librarians, scientific staff and other executives or employees, contractors engaged by an Institution. End-Users may also include walk-in users of the general public or invitees of an Institution authorized to access the Licensed Material from designated terminals within the Institution's premises.
End-User Data	Personal data of End-Users collected and/or processed by Publisher within the context of the Licence Agreement, as defined in the General Data Protection Regulation (i.e. Regulation (EU) 2016/679, hereinafter the "GDPR").
Force Majeure Event	An event in which a Party fails to fulfill or perform any obligation under this Agreement for reasons beyond its reasonable control, including, but not limited to: natural disasters, armed conflict, terrorism, riot, civil disturbance, embargo, sanctions, acts of civil or military authority or other widespread disturbances affecting many businesses, epidemic, pandemic, breakdown of public utilities or public, strikes, labor disputes or other circumstances that cannot be attributed to such a Party.
Hybrid Journals	Subscription journals in which some, but not all of the articles are Open Access.
Institutions	The educational and research institutions listed in Schedule A and/or falling within one of the categories of Institutions in the Market Area as specified in Schedule A.
Intermediary Services	The intermediary services provided by SURF to the Institutions in connection with the negotiation, conclusion and management of Licence Agreements between the Institutions and Publisher.
Licence	The Licence granted to an Institution under the Licence Agreement.



Licence Agreement	The Model Licence Agreement regarding the Rights of Use and the Rights to Publish between Publisher and Institutions attached as Schedule C.
Licence Fee	The charge(s) payable for the Licensed Material as specified in Schedule B and agreed between Publisher and SURF on behalf of the Institutions.
Licensed Material	Publisher's content (e.g. online journals and/or databases) specified in Schedule B covered by the Rights of Use and/or Rights to Publish.
Market Area	The geographical area where the Institutions are located.
Open Access	Online research output that is free of all restrictions on access.
Open Access Articles	Articles of Eligible Authors published in Open Access
Rights of Use	The rights to use the Licensed Material and Media granted by Publisher to an Institution in accordance with the terms of the Licence Agreement.
Rights to Publish	The rights granted by Publisher to allow Eligible Authors of an Institution entering into the Licence Agreement to publish articles in Open Access in the Market Area without charging Article Processing Charges (hereinafter also, "APC").
Schedules	The appendices to this Agreement, which form an integral part of this Agreement and the Model Licence Agreement, where relevant.
Submitting Author	The author responsible for the submission of an Open Access Article for publication in one of Publisher's journals listed in Schedule C-c and who, in connection with such article, acts a contact person for Publisher on behalf of all authors thereof. A Submitting Authors becomes an Eligible Author upon approval by the corresponding Institution at the point of editorial acceptance.
Term	The term of this Agreement as specified in Article 1.4.
Written or in writing	as used in this Agreement shall include notices, amendments or communications executed with an eIDAS compliant eSignature, including but not limited to DocuSign, to be legally effective.



Article 1 Subject and Term

- 1.1 The Parties agree that SURF will act as an intermediary between Publisher and the Institutions specified in Schedule A for the conclusion and management of Licence Agreements.
- 1.2 All Institutions listed in Schedule A and/or falling within the categories of Institutions and the Market Area specified in Schedule A may enter into a Licence Agreement with Publisher according to the Model Licence Agreement in Schedule C.
- Publisher will make the Licensed Material available to the Institutions and grant the Rights to Publish under the terms and conditions of the Licence Agreement. Access to the Licensed Material by an Institution entering into the Licence Agreement will be based on designated IP ranges for identification of its End-Users. Such designated IP ranges will be delivered by SURF to Publisher on the Institution's behalf as further set out in Article 4.2 of this Agreement.
- 1.4 This Agreement is entered into for a Term of three (3) years, commencing retroactively on 1 January 2025 and consequently ending on 31 December 2027, unless terminated prematurely as provided for in Article 13 of this Agreement. The Parties understand and appreciate that with regard to the future expiration of this Agreement, it is in the mutual interest of Publisher and the Consortium to enter into timely renewal discussions to work towards an uninterrupted provision of access to Licensed Materials and the Rights to Publish, unless the Consortium or Publisher is not interested in a renewal.

Article 2 General obligations of the Parties

- 2.1 Each Party shall, at all times:
 - a. act reasonably and in good faith with respect to matters that relate to this Agreement;
 - perform its obligations under this Agreement in a professional manner, using staff members that are sufficiently skilled and qualified for their tasks;
 - hold meetings (including meetings relating to planning, review and issue resolution) as necessary
 and report to the other on a regular basis in order to keep the other fully informed of the
 progress of work required under this Agreement; and
 - work together in a collaborative manner to ensure timely progress and fulfilment of this Agreement.

Article 3 Performance of Publisher

- 3.1 For the entire duration of the Agreement, Publisher shall:
 - a. cooperate with SURF and do everything reasonably necessary to enable SURF to provide the Intermediary Services;
 - use commercially reasonable efforts to ensure continuous and uninterrupted (online) access to and availability of the Licensed Material to the Institutions in accordance with the Licence Agreement;
 - c. use commercially reasonable efforts to ensure that its platform(s) for providing online access to Institutions and their End-Users are appropriately maintained, secured and updated and have adequate capacity and bandwidth to support the use of the Licensed Material by the Institutions and their End-Users in accordance with the License Agreement;
 - d. provide support services to SURF by means of a professional helpdesk with sufficiently qualified and skilled staff members. This includes answering any (email or telephone) queries about the



- access, use, functionality and content of the Licensed Material within 24 (twenty-four) hours and using all reasonable efforts to resolve Incidents without delay;
- allow Eligible Authors to submit their articles for publication in Open Access without Article Processing Charges on the conditions of the Licence Agreement;
- f. fully comply with all other Publisher commitments as provided for under each Licence Agreement.

Article 4 Performance SURF

- 4.1 SURF shall act as Consortium manager and intermediary between Publisher and the Institutions and facilitate the conclusion of Licence Agreements in accordance with this Agreement. SURF shall not do or say anything that may create the impression that SURF's authority to act as intermediary between the Institutions and Publisher extends any further than specified in this Agreement. SURF does not guarantee that any or more of the Institutions will subscribe to the Licence Agreement, nor that this Agreement will result in any minimum level of revenues for Publisher. It is shall be in the Institutions' sole discretion to determine if they wish to subscribe to the Licence Agreement.
- 4.2 SURF shall timely inform Publisher of all Institutions which participate in the Consortium, provide digital copies of all License Agreements concluded, and inform on any changes during the Term with respect to Institutions and License Agreements. If an Institution requires a material change to the Model License Agreement in Schedule C, Publisher will have to agree to such change.
- 4.3 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 specified in Schedule B. In the event SURF as a consortium ceases to operate during the term of a License Agreement with an Institution, SURF shall ensure in its agreements with the Institutions, that the respective License Agreements survive the discontinuation of SURF and that the Institution continues to be bound by the terms of the License Agreement. In particular the Institution shall enter on a prorata basis into the payment obligation of the annual license fees due.
- 4.4 To facilitate access to the Licensed Material by the End-Users of each Institution subscribing to the Licence Agreement, SURF shall provide the relevant IP ranges of the Institution to Publisher. The designated IP ranges of each Institution may be updated by SURF from time to time during the Term. For avoidance of doubt: SURF shall not have any other responsibilities in relation to the provision of technical access to the Licensed Material.
- 4.5 SURF shall not be permitted to actively recruit licencees outside the Market Area. Within the Market Area, the right of SURF to act as an intermediary in connection with the conclusion of Licence Agreements shall be restricted to the Institutions specified in Schedule A, unless otherwise agreed upon in writing.
- 4.6 SURF shall not be permitted to add or extend the categories of Institutions listed in Schedule A, unless with the prior written consent of Publisher, which consent shall not be unreasonably withheld.
- 4.7 SURF shall not make any statements or promises to Institutions or their End-Users regarding the functioning or other aspects of the Licensed Material that are incorrect or misleading. SURF shall indemnify Publisher for any claims for damages of Institutions or their End-Users based on such incorrect or misleading statements or promises, provided that Publisher i) gives prompt notice of such a claim to SURF, ii) provides such cooperation and assistance to SURF as is reasonably necessary to defend the claim, and iii) allows SURF to have sole control of the defense, except that Publisher retains the right to participate in the defense at its own expense.

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- 4.8 SURF shall notify Publisher without undue delay in case it becomes aware of any Incident or interruption in (the functioning of) and/or online access to the Licensed Material concerning any of the Institutions and/or of any complaints of Institutions about Publisher or the services provided under the Licence Agreement.
- 4.9 SURF shall be responsible for contract management of Licence Agreements in accordance with Article 5 below.

Article 5 Accession to the Licence Agreement

- 5.1 Publisher will grant the Rights of Use and the Rights to Publish to the Institutions by concluding a Licence Agreement according to Schedule C with each Institution separately. SURF shall provide the Institution, via a tool called ConsortiaManager, with a Licence Agreement to be signed by the Institution. Upon acceptance of the Licence Agreement by an Institution and notification thereof by SURF to Publisher, Publisher and the Institution will be fully bound by its terms.
- 5.2 Through its online contract management tool ConsortiaManager, SURF will enable Institutions to subscribe to the Licence Agreement with Publisher by accepting its terms. Through ConsortiaManager, Publisher will be informed each time an Institution places an order of the Licensed Materials, thereby accepting the terms of the Licence Agreement and entering into a Licence Agreement with Publisher.
- 5.3 Publisher is not required to enter into a Licence Agreement with any institution outside the Market Area, or with any institution outside the categories of Institutions listed in Schedule A and it may reject orders of the Licensed Material of such institutions placed in ConsortiaManager unless otherwise agreed with SURF and the institution.
- 5.4 For clarity, Publisher remains entitled to sell individual journals to Institutions, provided such journals are not part of the Licensed Materials.
- 5.5 Publisher shall not impose upon Institutions or their End-Users any additional licence terms and/or terms and conditions of use of the Licensed Material in addition to the terms of the Licence Agreement, unless explicitly agreed upon by SURF or the relevant Institution(s) individually.

Article 6 Evaluation

- 6.1 SURF and Publisher shall evaluate their cooperation and Publisher's performance of the Agreement and the Licence Agreements at least once each calendar year. SURF may represent the Institutions in these evaluations and act on their behalf.
- 6.2 The evaluation shall cover the following points, where relevant: any issues or possible improvements in the cooperation between SURF, the Institutions and Publisher, the performance of Publisher and of Institutions, the reports and statistics delivered by Publisher, invoicing and payment procedures, possible improvements in the performance (changes, additions etc.), complaints (if any) received from Institutions, innovation opportunities and service levels of Publisher to the Institutions. In the evaluation meetings, the general findings of all Parties about the levels and quality of the performance shall be discussed, as well as any identified problems, improvement measures and escalations, where necessary, without prejudice to any of the Party's rights and remedies under this Agreement.
- 6.3 Unless otherwise agreed, the evaluation meetings shall always be attended by the Parties' Contact Persons. Where required, other representatives of the Parties may be present. Upon request, Institutions who have acquired a Licence may take part in evaluation meetings.



Article 7 Limitation of Liability

- 7.1 SURF may never be held liable for any failure of an Institutions to perform its obligations under the Licence Agreement, or for any violation of the Licence Agreement by an Institution's End-User.
- 7.2 Save for any indemnities provided in this Agreement, any liability of SURF or Publisher under this Agreement is limited to:
 - · liability for death or personal injury;
 - · liability for damages caused by gross negligence, fraud and/or wilful intent of a Party; or
 - any other liability which cannot be contractually excluded under applicable law.

All other liability is expressly excluded.

7.3 Publisher shall indemnify SURF for any damage claims of Institutions, their End-Users or other third-parties resulting from Publisher's breach of this Agreement or any grossly negligent or willful misconduct.

Article 8 Intellectual Property Rights

- 8.1 To the extent required for purposes of this Agreement, SURF shall be entitled to make use of Publisher's trademarks, trade names or other identifying information solely to perform its obligations under this Agreement and to identify or present the Licensed Material to the Institutions in the context of its Intermediary Services.
- 8.2 It is agreed and acknowledged that Publisher owns or controls all of the intellectual property rights vested in the Licensed Materials. This Agreement does not assign or transfer any right, title or interest in these intellectual property rights to SURF.
- 8.3 Publisher represents and warrants that to its knowledge on the effective date of this Agreement all intellectual property rights in Publisher's trade names, publication titles, brands and logos and in all of the Licensed Material are owned by or validly licensed to Publisher (hereafter jointly: the "Publisher IP") and that the use of any Publisher IP by SURF or the Institutions or the End-Users in accordance with this Agreement and the Licence Agreement does not violate or infringe upon any patent, copyright, trademark, trade secret, intellectual property right or other proprietary right of any third party. Publisher shall indemnify, defend and hold SURF and its affiliates harmless from and against any and all damages, liabilities, losses, claims, awards, penalties, injuries, causes of action, fees (including reasonable legal and professional fees), and/or any other costs that arise from, or in connection with, any third party claim, or threat of claim thereof, resulting from any breach by Publisher of this representation and warrant. SURF shall give prompt notice of such a claim to Publisher, provide such cooperation and assistance to Publisher as is reasonably necessary to defend the claim, and allow Publisher to have sole control of the defense, except that SURF and its affiliates retain the right to participate in the defense at their own expense.
- 8.4 Parties shall not register, or apply for registration of, one another's trademarks, trade names, or other indications of origin or any other marks or symbols similar to them, or register any domain names that include such marks or symbols.



- 8.5 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. Publisher shall bear the costs of SURF for its co-operation.
- 8.6 Any right of SURF to make use of Publisher's IP allowed in connection with this Agreement shall automatically terminate when this Agreement is terminated or dissolved, for whatever reason. And all rights granted to SURF hereunder shall automatically revert back to Publisher, subject only to a surviving license under the License Agreement.
- 8.7 SURF shall be entitled to refer to itself in respect of the Licensed Material as an authorised intermediary.
- 8.8 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 9 Licensed Material, and Licence Fees

- 9.1 Schedule B provides a specification of the Licensed Materials and Licence Fees applicable to the Model Licence Agreement. SURF shall be responsible for payment of the Licence Fees (minus any reductions or discounts, where applicable) for the Institutions obtaining a Licence, in accordance with the payment conditions specified in Schedule B. For avoidance of doubt: this means that payment of Licence Fees is the responsibility of SURF and that Publisher may not invoice any (part of) the Licence Fee to any of the Institutions separately. Invoicing and payment takes place in accordance with Article 11 of this Agreement.
- 9.2 Publisher reserves the right at any time to withdraw from the Licensed Material any material for which it no longer holds the publication rights, or in case Publisher has reasonable grounds to believe it infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. If the withdrawn material represents more than five per cent (5%) of the Licensed Material, the Publisher will inform the Institution of such withdrawal. Otherwise, the change will be reflected in the annually updated list of Licensed Material. Further, if the Publisher withdraws more than five percent (5%) of the Licensed Material without adding additional Licensed Material, then the Publisher shall negotiate in good faith a corresponding adjustment of the License Fee.
- 9.3 Based on a cost allocation model determined between SURF and the Institutions, SURF may charge a mark-up on the Licence Fee to the Institutions as a compensation for its Intermediary Services. Publisher is not a party to these arrangements between SURF and the Institutions, which shall be entirely within their discretion. SURF and the Institutions are not obliged to disclose their agreements in this regard to Publisher.
- 9.4 The Licence Fee is paid as a single fee for the Rights of Use including the Rights to Publish granted to an Institution under the Licence Agreement. Publisher may not charge SURF, the Institutions or their End-Users any additional fees or charges for the Rights of Use and the Rights to Publish, unless explicitly agreed upon and/or stated in the Licence Agreement.



Article 10 Open Access Publishing

- 10.1 SURF has made arrangements with Publisher regarding the Rights to Publish of the Institutions that enter into a Licence Agreement with Publisher. These arrangements are set out in Article 8 of the Licence Agreement (Schedule C).
- 10.2 Publisher shall deliver a full report of all articles (Open Access and otherwise) published by the Institutions over the periods 1 January until 30 June and 1 July until 31 December in each year of the Term. The report shall give an overview of the name of the Submitting Author; Institution; article title; DOI; clickable DOI; journal title; eISSN; print ISSN; OA licence applied; date first published online; journal APC; author email. The report shall be delivered within 4 weeks after the end of each 6-month period. The report shall be sent to SURF's Contact Person. Alternatively, the Parties may agree for SURF being granted access to Publisher's Open Access Dashboard which will have respective reporting options.

Article 11 Reporting and Invoicing

- 11.1 Publisher will submit its invoice for the Licence Fees solely to SURF and not directly to any of the Institutions. The invoices will be addressed to SURF as the paying party in reference to the correct order number.
- 11.2 All invoices of Publisher will be submitted through the following email address of SURF: facturen@surf.nl.
 - Invoices will not be processed by SURF unless they are correctly submitted in accordance with this Article 11 and any specific invoicing conditions stipulated in Schedule B.
 - Licence Fees will not be invoiced earlier than two months before the start of the relevant Licence period. Invoices will not charge for Licence periods exceeding one calendar year.
- 11.3 The payment term of Publisher's invoices will be 60 (sixty) days. SURF will not invoke any discounts or deductions except in accordance with Schedule B or if separately agreed upon with Publisher. SURF will have the right to suspend payment of an invoice with respect to the amount which is disputed in good faith. In that case, the Parties will discuss and cooperate in good faith, acting reasonably, in order the resolve the dispute as soon as possible.
- 11.4 Publisher will deliver COUNTER compliant usage statistics to SURF in its role as Consortium manager, at the request of SURF, acting in compliance with applicable data protection law.
- Publisher will support and allow the systematic harvesting of usage statistics through the SUSHI protocol (https://www.niso.org/standards-committees/sushi).

Article 12 Delivery of Licensed Material

- 12.1 Publisher shall grant each Institution the Rights of Use and Rights to Publish upon their acceptance of the Licence Agreement in accordance with Article 5 of this Agreement.
- 12.2 SURF shall have complimentary access to the Licensed Material solely for the purpose of informing Institutions about the Licensed Material, without prejudice to Publisher's obligations to provide support to the Institution in accordance with the Licence Agreement.



Article 13 Representation and Warranty

- 13.1 Publisher represents and warrants as of the effective date of this Agreement that it has full power and authority to enter into this Agreement and the Licence Agreements and to grant the Rights of Use and the Rights to Publish to the Institutions pursuant to the terms of the Licence Agreement without to its knowledge as of the effective date of this Agreement infringing or violating any third-party rights.
- 13.2 SURF represents and warrants as of the effective date of this Agreement that it is duly authorized to enter into this Agreement, to provide the Intermediary Services and to act on behalf of the Institutions for the purpose of this Agreement.

Article 14 Premature Termination or Dissolution

- 14.1 This Agreement automatically expires at the end of the Term, unless the Parties agree on its renewal. Any right of termination without cause before expiry of the Term is expressly excluded.
- 14.2 Either Party may upon giving written notice to the other Party terminate this Agreement for cause in any of the following circumstances, without any obligation to pay damages, if:
 - a. the other Party commits a material breach of this Agreement and that breach is irremediable or (if that breach is remediable) fails to remedy that breach within a period of 30 (thirty) calendar days after being notified in writing to do so;
 - b. the other Party becomes insolvent or bankrupt or seeks or makes any assignment or other arrangement for the benefit of its creditors or suffers or takes any analogous action in any territory to whose jurisdiction it is subject, or if a request for bankruptcy is filed by or against the other Party, or if a receiver in the bankruptcy of such a Party is appointed; or
 - the other Party ceases or threatens to cease to carry on all or substantially the whole of its business.
- 14.3 Termination of this Agreement whether in whole or in part shall be without prejudice to the rights of either Party accrued prior to or after such termination or expiration in respect of any default or breach or any other act or omission prior thereto and shall in no way affect the survival of any right, duty and/or obligation which is expressly stated in this Agreement to survive termination or which by its nature is intended to survive termination of this Agreement.

Article 15 Personal data

15.1 The Parties may provide each other with personal data in the course of their performance of this Agreement, including personal data of End-Users (hereinafter, "End-User Data"). In this regard, the Parties acknowledge and agree that any processing and transfer of such personal data will be done in accordance with the applicable data protection laws and each Party will comply, and will be responsible for its compliance, with the obligations applicable to it under said laws, including the GDPR. The Parties acknowledge and agree that each Party is an independent data controller, and not a data processor, in respect of the personal data processed or shared in the course of the performance of this Agreement, unless the context explicitly provides otherwise, in which case the Parties will negotiate and conclude a data processing agreement in good faith.



Article 16 Schedules

- 16.1 The followingSchedules shall be incorporated into and form an inseparable part of this Agreement:
 - Schedule A: Categories of Institutions;
 - Schedule B: Description of Licenced Material and Licence Fees;
 - Schedule C: Model Licence Agreement with Schedules;
 - Schedule D: Data Processing Agreement.
- 16.2 In case of any conflict or inconsistency between the provisions of this Agreement and any of the provisions contained in the Schedules, the provisions of this Agreement shall take precedence over the provisions contained in the Schedules, unless expressly stated otherwise.

Article 17 Contact Persons

17.1 The Contact Person(s) of SURF for all notifications and practical matters regarding the execution of this Agreement shall be:



17.2 The Contact Person(s) of Publisher for all notifications and practical matters regarding the execution of this Agreement shall be:



17.3 In case of resignation, dismissal or long-term absence of a Party's Contact Person for any reason, this Party shall timely arrange for replacement. In case of replacement, whether or not temporary, it shall inform the other Party's Contact Person(s) of the name and contact details of the replacement without delay.

Article 18 Miscellaneous Provisions

- 18.1 This Agreement and its Schedules constitute the entire agreement between the Parties and replace and supersede any and all prior or contemporaneous correspondence, negotiations, agreements and/or commitments between the Parties, whether written or oral, that relate to any matter covered by this Agreement.
- 18.2 Any general terms and conditions of delivery and/or payment and any other general or particular terms and conditions used by Publisher shall not apply and are hereby expressly rejected by SURF.



- All notifications made by the Parties to one another pursuant to this Agreement shall be made in writing or by attachment executed with an eIDAS compliant eSignature, including but not limited to DocuSign, sent via email to the Contact Person specified in Article 17 of this Agreement. Notifications by email shall have no legal effect unless confirmed in writing or by email. Notices shall be deemed to have been received:
 - a. if sent by (registered) letter, on the date of delivery;
 - b. if sent by email, at the time and date of the electronic confirmation of receipt of the email.
- 18.4 A waiver of any right or remedy under this Agreement or by law shall only be effective if given in writing and shall not constitute a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- Should any provision of this Agreement be or become invalid, illegal or unenforceable in any respect under any applicable law, in whole or in part, this shall not affect or impair the validity, legality or enforceability of the remaining terms. The Parties shall in such an event be obliged to cooperate in good faith in the creation of terms which achieve such legally valid result as comes closest commercially to that of the invalid provision. The above shall apply accordingly to the closing of any gaps in this Agreement.
- 18.6 An assignment by a Party of all or part of the Agreement requires the written consent of the other Party.
- 18.7 No amendment to or alteration of this Agreement including its Schedules shall be effective unless made in writing and legally signed on behalf of each of the Parties hereto.
- 18.8 This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.
- 18.9 In case of any dispute between the Parties arising from or in connection with this Agreement which cannot be solved amicably, including any dispute regarding the existence or validity of this Agreement, the court of Midden-Nederland, the Netherlands, shall have exclusive jurisdiction.



Signatures and Schedules

Thus agreed and signed,

At __Utrecht_____

On _01-05-2025_____

At Stuttgart

On ___05.05.2025

At Stuttgart

On___05.05.2025

DEMERKE VIIIE



Schedule A Categories of Institutions

Market Area Kingdom of the Netherlands:

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

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



Schedule B Description of Licensed Material

(amounts exclusive of VAT)

Licensed Material	Category	Licence Fee*
		2025 : 231.517,- €
Thieme e-journal package read	Universities	2026 : 239.309,- €
and publish		2027 : 247.305,- €

The following numbers of Open Access published articles are included in this agreement

	2025	2026	2027
articles in hybrid journals	71	75	79
articles in fully OA journals	21	20	19

Explanation of Types of Licence Agreement and Licence Fees

The Licence Fee is payable by SURF on behalf of the Institutions entering into the Licence Agreement.

Subject to payment of the Licence Fee by SURF, Publisher will grant to the Institutions the Rights of Use and the Rights to Publish in accordance with the terms of the Licence Agreement.

Conditions

- The Thieme Journals SURF Journal Package comprises access rights and publishing rights to the Licensed Material. For a detailed list of all titles available at the start of the agreement see Schedule C-b and C-c;
- 2. The Licence year for this Agreement is set to start on January 1st and expires on December 31st;
- 3. Prices are in Euro, exclusive of VAT;
- 4. There will be no roll-over to the following year or refund of unused publications.
- In case all prepaid APC are used, additional articles can be published with the following pay-asyou-go discounts

Publishing Model	Discount off List Price APC
Hybrid OA	5%
Fully OA	5%



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

<u>Georg Thieme Verlag KG.</u> with its registered office at Oswald-Hesse- Str. 50, 70469 Stuttgart, Germany, duly represented in this matter by hereinafter as "**Publisher**";

hereinafter jointly referred to as the "Parties" or each separately as a "Party".

Whereas:

- · Publisher is the publisher of the Licensed Material;
- The Institution wishes to acquire Rights of Use in respect of the Licensed Material specified in Schedule C-b;
- The Institution also wishes to acquire the Rights to Publish in Open Access in the Licensed Material specified in Schedule C-c;
- Publisher and SURF, acting as intermediary of the Consortium, have agreed upon the terms of this Licence Agreement in the Read and Publish Agreement dated May 2025;
- The Institution and Publisher therefore agree to be bound by the terms of this Licence Agreement upon acceptance by the Institution in accordance with Article 1.4 below.

Declare that they have agreed as follows:



Definitions

Definition	Description
Business Day	Any day that is not a Saturday or Sunday or a national public holiday in the Netherlands.
Business Hours	Means from [8:00 AM to 5:00 PM] on a Business Day, unless specified otherwise in [Schedule C-a].
Consortium	The group of Institutions entering into a Licence Agreement with Publisher.
Contact Person(s)	Means the Contact Person(s) appointed by the Institution and Publisher, respectively, for dealing with all matters regarding the execution of this Licence Agreement, as specified in Article 15 of this Licence Agreement.
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	Any descriptions, specifications or manuals concerning the Licenced Material and/or Media provided by Publisher.
Eligible Authors	Teaching and research staff employed by or otherwise accredited to the Institution or who are students enrolled at or accredited to one of the Institutions. In case of multiple authors, only the author corresponding with the Publisher at the time of acceptance qualifies as an Eligible Author, provided, however, that if the Institution confirms the affiliation status of an author as Eligible Author based on affiliated author conditions, the author shall be deemed as Eligible Author.
End-User	Those persons who are authorized by Institution to have access to the Licensed Material, such as its current faculty members, researchers, staff members, librarians, scientific staff and other executives or employees, , contractors engaged by the Institution and persons who are otherwise authorized by the Institution to have access to the Licensed Material in the context of its bona fide operations, as well as students, external students and course participants registered with the Institution. End-user also includes a third party, however, solely if physically present on the premises of the Institutions.
End-User Data	Personal data of End-Users collected and/or processed by Publisher within the context of the Licence Agreement, as defined in the General Data Protection Regulation (i.e. Regulation (EU) 2016/679, hereinafter, the "GDPR").
Force Majeure Event	An event in which a Party fails to fulfill or perform any obligation under this Licence Agreement for reasons beyond its reasonable control, including, but not limited to: natural disasters, armed conflict, terrorism, riot, civil disturbance, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party, embargo, sanctions, acts of civil or military authority or other widespread disturbances affecting many businesses, epidemic, pandemic, breakdown of public utilities or public, strikes, labor disputes or other circumstances that cannot be attributed to such a Party.
Hybrid Journals	Subscription journals in which some, but not all of the articles are Open Access.
Incident	A defect, malfunction or non-conformity in Publisher's online platform where the Licensed Material is made available to the End-Users, or a security incident potentially involving End-User Data or other sensitive information regarding the Institution or End-Users.
Institutions	The educational and research institutions that are specified in Schedule A to the Read and Publish Agreement, including the Institution concluding this Licence Agreement.



Definition	Description
Intermediary Services	The intermediary services provided by SURF to the Institutions in connection with the
	negotiation, conclusion and management of Licence Agreements between the
	Institutions and Publisher.
Licence Agreement	This Model Licence Agreement concluded between Publisher and the Institution,
	having SURF as intermediary.
Licence Fee	The charge(s) payable for the Licensed Material specified in Schedule C-a as agreed
	between Publisher and SURF on behalf of the Institution.
Licensed Material	Publisher's content (e.g. online journals and/or databases) specified in Schedules C-a,
	C-b and C-c, covered by the Institution's Rights of Use and Rights to Publish.
Media	The media on which the Licensed Material is recorded.
Open Access	Online research output that is free of all restrictions on access.
Open Access Articles	Articles of Eligible Authors published in Open Access.
Perpetual Licensed	Licensed Material that was purchased by the Institution on a perpetual access basis
Material	
Read and Publish	The Read and Publish Agreement 2025 – 2027 between SURF and Publisher specified in
Agreement	the preamble.
Rights of Use	The rights to use Licensed Material and Media granted by Publisher to the Institution
	under this Licence Agreement, as specified in Article 5 below.
Rights to Publish	The obligation of Publisher to allow Eligible Authors of the Institution to publish articles
	in Open Access without charging Article Processing Charges (hereinafter also, "APC").
Schedules	The appendices to this Licence Agreement. The Schedules are an integral part of the
	Licence Agreement.
Submitting Author	The author who is responsible for the submission of an article for Open Access
	publication in one of Publisher's journals listed in Schedule C-c and who, in connection
	with such article, acts a contact person for Publisher on behalf of all authors thereof . A
	Submitting Authors becomes an Eligible Author upon approval by the corresponding
Town 10	Institution at the point of editorial acceptance.
Support	The Support services of Publisher described in Article 4 of this Licence Agreement.
SURF	SURF B.V., a private limited company with its registered office at Moreelsepark 48,
	Utrecht, the Netherlands, acting as Consortium manager of the Institutions and
	providing the Intermediary Services to the Institutions.
Term	The term of the Licence Agreement specified in Article 1.4 and 1.5 of this Licence
	Agreement.



Article 1 Subject of the Licence Agreement

- 1.1 Publisher hereby grants to the Institution the Rights of Use with respect to the Licensed Materials listed in Schedule C-b, and the Rights to Publish in the Licenced Materials listed in Schedule C-c, subject to the terms and conditions of this Licence Agreement.
- 1.2 Publisher shall provide access to the Licensed Materials in Schedule C-b to the End-Users of the Institution, on the condition that (i) the Licensed Material will only be used by the End-Users in connection with the educational activities and/or research carried out by the Institution; and (ii) the Licensed Material will only be used for non-commercial purposes. The Institution shall inform the End-Users of these usage restrictions regarding the Licensed Material. Use of the Licensed Material is not subject to any restrictions regarding the number of (simultaneous) End-Users. As agreed between SURF and Publisher in Read and Publish Agreement, access to the Licensed Material by the Institution's End Users will be based on designated IP ranges for identification of End-Users which will be delivered by SURF to Publisher, which may be updated from time to time during the Term.
- 1.3 If and where access of End-Users to the Licenced Material is provided through the Institution's online portal, the Institution shall be allowed to use an introductory screen in the Institution's own look and feel displaying its own logo or the logo of its library.
- 1.4 Unless specified otherwise by the Institution, the Licence Agreement shall take effect upon acceptance of the Licence Agreement by the Institution through the online content management tool ConsortiaManager of SURF. The signed Licence Agreement shall be made available by SURF 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 (termination and dissolution), this Licence Agreement shall terminate on 31 December 2027 or on the date of termination of the Read and Publish Agreement, without prejudice to the ongoing rights of access of the Institution to any Perpetual Licensed Material, where relevant.
- Publisher hereby grants to the Institution a non-exclusive licence to use the metadata associated with the Licensed Material for use in local library catalogues, union catalogues, and such other library and information systems including but not limited to search machines of the Institution and third parties, where required in relation to the optimal use and findability of the Licenced Material. The use of metadata in 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 for commercial gain.

Article 2 Intellectual Property Rights

- 2.1 It is agreed and acknowledged that Publisher or its licensors own all of the intellectual property rights in respect of the Licensed Material and Documentation. This Licence Agreement does not assign or transfer any right, title or interest in these intellectual property rights to the Institution.
- 2.2 The Licensed Material shall remain the property of Publisher or its licensors, where relevant, and the Media and Documentation shall only be provided to the Institution for the purpose of providing the Rights of Use during the Term. All rights, title and interest in and to the Licensed Material and Media and Documentation shall be retained by Publisher (or its licensors) unless otherwise agreed.
- 2.3 In making the above mentioned Licensed Material, Media and Documentation available to End-Users, the Institution shall use commercially reasonable efforts to ensure that its End-Users do not infringe the intellectual property rights of Publisher or third parties vested therein by acting



- in violation of the usage restrictions of Article 1.2 of this Licence Agreement. It is agreed and understood however that the Institution cannot guarantee that End-Users will always act in compliance with the usage restrictions.
- 2.4 Publisher represents and warrants that to its knowledge as of the effective date of this Agreement, access to and use of the Licensed Material, Media and Documentation by the Institution and/or its End-Users in accordance with the terms of this Licence Agreement does not violate or infringe upon any patent, copyright, trademark, trade secret, intellectual property right or other proprietary right or contract right of any third party.

Article 3 Licensed Material, and Licence Fees

3.1 Schedule C-a specifies the Licensed Material and associated Licence Fees that may be selected by the Institution when accepting the Licence Agreement.

Article 4 Support

- 4.1 Publisher shall provide Support services to the Contact Person(s) of the Institution by email. This includes answering email queries about the use, functionality and content of the Licensed Material within 48 (forty eight) hours. Contact details of Publisher's customer helpdesk shall be as follows:
 - Email: OA-support@thieme.de
- 4.2 Publisher shall provide the Institution with Support to enable End-Users to make optimum use of the Licensed Material. The Support services include general support and remedial support in case of Incidents.
- 4.3 The general Support provided by Publisher shall consist of:
 - a customer helpdesk accessible during Business Hours;
 - an annual (online) course dealing with use of the Licensed Material for the Contact Person(s) of the Institution at a mutually convenient time to be scheduled between the Parties;
 - (optional, if so requested by the Institution) an annual (online) course dealing with use
 of the Licensed Material for groups of End-Users at a mutually convenient time to be
 scheduled between the Parties;
 - instruction materials to be made available for all End-Users through Publisher's online platform or otherwise (to be discussed with the Institution).

Article 5 Rights of Use

- 5.1 The Institution and its End-Users shall have the following Rights of Use with respect to the Licensed Material listed in Schedule C-b:
- 5.1.1 searching, loading, calling up on screen, consulting the Licensed Material and/or causing the Licensed Material to function;
- 5.1.2 copying parts of the Licensed Material to the End-User's hard disk and printing parts of the Licensed Material as necessary for the permitted purposes specified in Article 1.2 of this Licence Agreement;
- 5.1.3 transferring parts of the Licensed Material to a text file and integrating this wholly or partly into electronic databases belonging to the End-User, or merging it with such electronic databases as necessary for the permitted purposes specified in Article 1.2 of this Licence Agreement;

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- 5.1.4 inclusion, without being required to make any further fair payment, of parts of the Licensed Material in electronic or paper publications created as information to assist in educational activities;
- 5.1.5 the inclusion of links to the Licensed Material;
- 5.1.6 the use of parts of the Licensed Material in printed and/or electronic form in the context of interlibrary loans;
- 5.1.7 inclusion and making available of those parts of the Licensed Material that were produced by employees working for the Institution in the institutional repository and on the personal web pages of the employee concerned;
- 5.1.8 downloading and printing out parts of the Licensed Materials free of charge in Course Packs by members of staff in connection with courses for academic credit and distributing these to students of the Institution;
- 5.1.9 incorporating links to the Licensed Materials or parts of the Licensed Materials in Course Packs in connection with courses for academic credit free of charge by members of staff to be made available to students of the Institution via Virtual Learning Environments or within an email communication;
- 5.1.10 offering Course Packs in audio or in braille to students who are visually impaired;
- 5.1.11 downloading and copying Licensed Material, in whole or in part, for the purposes of, and/or to perform and engage in, computational analysis i.e. text and data mining as under Art. 3 of the Directive 2019/790/EU), in connection with the educational activities and/or research carried out by the Institution and solely to train and develop closed generative AI systems for non commercial purposes, provided that copies of Licensed Material made under this Article shall be deleted promptly when retention is no longer necessary for such computational analysis. A generative AI system is deemed to be closed (i) if it is solely for use by the Institution or the End User, or (ii) in the case of a third party system, if it is configured not to retain the Licensed Materials or make it asccessible to third parties.
- 5.2 The Right of Use is for non-commercial purposes only, non-commercial purposes meaning any purpose where the primary movie of an End User using the Licensed Materials is not for a commercial use. For clarity, any use in a co-operation with a commercial entity does not qualify as "non-commercial purpose."
- 5.3 Licensed Materials used in Course Packs shall carry appropriate acknowledgement of the source, title, author and publisher.
- 5.4 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-Users's use of or access to the Licensed Material other than as provided under the Licence Agreement.
- 5.5 Publisher shall not, and shall not seek to, collect personal data in relation to any End-User other than as is reasonably and properly required for the administration of this Licence Agreement and shall fully comply with its obligations under the applicable data protection laws in relation to the collection, use, retention and/or any other processing of any such Personal Data.
- 5.6 The provisions of this Licence Agreement shall not restrict any rights of the Institution or End-Users existing even without this Licence Agreement, to perform (i) any act permitted under the Dutch Copyright Law (Auteurswet); (ii) any act permitted under any Creative Commons Attribution license or any other Open Access license applicable to any License Material; and/or (iii) any other act which would not infringe the intellectual property rights in the Licensed



Material under applicable law. The Institution and End-Users shall remain entitled to perform any such act notwithstanding any provision of this Licence Agreement.

Article 6 Responsibilities of the Institution

- In case the Institution becomes aware of any (alleged) breach by an End-Users of the Institution or a third party affiliated with the Institution of the Rights of Use underthis Licence Agreement, either by notice from the Publisher or in another way, the Institution will take such measures as may be reasonably expected from it to stop the brach and it shall promptly keep Publisher informed of the breach and the measures taken. In case the Publisher becomes aware of such (alleged) breach, the Publisher will inform the Institution of such breachincluding a description of the incident and any available information that may be useful for the Institution to be able to identify the relevant End-User(s) or other third parties. Where useful or necessary, Publisher and the Institution shall consult each other and cooperate to prevent further infringement. Except for the Institution's responsibilities specified in this Article, the Institution's liability in relation to such violation(s) by End-Users is explicitly excluded.
- 6.2 Institution will pay the license fees to Publisher via SURF. In the event SURF as a consortium ceases to operate during the term of this License Agreement, this License Agreement will survive, and any payments which Institution makes to SURF with respect to this License Agreement shall then be made directly from Institution to Publisher.

Article 7 Responsibilities of Publisher

- 7.1 Publisher shall be responsible and accountable for the quality of access and availability of the Licensed Material. Publisher shall ensure that the Licensed Material shall be accessible and available for use in accordance with the Licence Agreement 24 (twenty-four) hours a day, 7 (seven) days a week.
- 7.2 Publisher shall make sure that Publisher's (software) systems used for making available the Licensed Material to the Institution is appropriately maintained, secured and updated throughout the Term and has adequate capacity and bandwith to support the usage of the Licensed Material by the Institution's End-Users in accordance with the Licence Agreement. For the avoidance of doubt, bulk downloads are not permitted and the Publisher does not provide any such warranty or assurance of fitness or availability of Publisher's electronic servers and systems to carry out text and data mining, to extract text and data mining output, or to training generative AI systems, nor of completeness or accuracy of any downloaded materials. Use of bots or any other automated download tools shall be strictly subject to an express permission to be obtained from the Publisher prior to any download.
- 7.3 Publisher shall be responsible and accountable for the publishing in Open Access of articles submitted by Eligible Authors and accepted for publication by Publisher, in the journals as specified in Schedule C-c.
- 7.4 Publisher may temporarily suspend access to the Licensed Material without prior announcement in case of emergy maintenance. Publisher shall immediately inform the Institution as well as SURF of this event, giving the reasons.
- 7.5 Regular (non emergency) maintenance of Publisher's (software) systems used for making available the Licensed Material to the Institution shall take place outside Business Hours. If announced in good time, availability may be restricted for periodic maintenance for a predetermined period of no longer than 24 (twenty four) hours. In case Publisher expects that

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- this period will be exceeded, consultation shall take place with the Institution and SURF at least five (5) business days prior to the scheduled maintenance.
- 7.6 Upon request and free of charge, Publisher will provide the Institution with user statistics, according to the standards of Project COUNTER (https://www.projectcounter.org).
- 7.7 Publisher shall support and allow the systematic harvesting of usage statistics through the SUSHI protocol (https://www.niso.org/standards-committees/sushi).
- 7.8 Publisher will use its commercially reasonable efforts to comply with the Code of Practice of Project Transfer relating to the transfer of titles between publishers (https://www.niso.org/standards-committees/transfer).
- 7.9 Publisher shall provide link-resolver vendors and other library systems suppliers quarterly with full details of the Licensed Material in accordance with the most current KBART standard (https://www.uksg.org/kbart/s5/guidelines) and 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 Publisher will deposit all Publisher content, including the Licensed Materials, in the so-called 'dark archives' (third-party digital archives services) to ensure longterm preservation and continuous access. Publisher will inform SURF and the Institution of the third-party digital archiving services (e.g. Portico, LOCKSS and CLOCKKS) used by Publisher for the deposit of its content. Publisher's obligations in relation thereto are further specified in Article 9 of this Licence Agreement.
- 7.11 Publisher will use its commercially reasonable efforts to comply with the Open URL Standard (https://www.niso.org/publications/z3988-2004-r2010).
- 7.12 Publisher agrees to use its commercially reasonable efforts to comply with the W3C Standard (https://www.w3.org/WAI/Resources/?#in).
- 7.13 Publisher agrees to use its commercially reasonable efforts to make the Licensed Material available for reading on mobile devices, according to the standards of W3C (https://www.w3.org/2011/02/mobile-web-app-state.html) or the then prevailing standard.
- 7.14 Within the context of providing the Licensed Material, Publisher shall not be permitted to publish third-party advertising on its platforms or Media for providing access to the Licensed Material to End-Users or to use otherwise distribute third-party advertising to End-Users. 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 said publications on the condition that those websites do not contain frame killers.
- 7.15 Publisher shall use its reasonable efforts to provide relevant information to third party discovery tools (such as Scopus and Summon) engaged by SURF or the Institution, in accordance with NISO recommendations (https://groups.niso.org/apps/group_public/download.php/14820/rp-19-2014 ODI.pdf).
- 7.16 Publisher shall use its reasonable efforts to implement the FAIR Guiding Principles for scientific data management and stewardship (https://www.force11.org/fairprinciples).
- 7.17 Publisher shall use its commercially reasonable efforts to adhere to all of the Plan S technical guidance and requirements. (https://www.coalition-s.org/principles-and-implementation/).



Article 8 Open Access Publishing

- 8.1 Publisher will publish in Open Access any article submitted by an Eligible Author and accepted for publication by the editorial board based on the Publisher's publication guidelines, for journals specified in Schedule C-c, at no costs to the Eligible Authors or the Institution. Eligibility is based on the date of acceptance of the article by the Eligible Author.
- 8.2 Eligible Authors will be identified by the third party APC platform based on the institutional email domain and/ or ringgold ID..
 - If the identification was not successful, Publisher will contact relevant library staff at the Institution to verify eligibility.
- 8.3 The Publisher will clearly indicate the availability of this Agreement to Eligible Authors, including information on the Rights to Publish in Open Access based on this Licence Agreement, both on the relevant pages of its website(s) and in its (online) processes for submitting articles for publication in the journals listed in Schedule C-c. This will make clear that Eligible Authors shall not pay any Article Processing Charges (hereinafter, "APC") for Open Access Articles.
- 8.4 Any article by an Eligible Author that has been published under a standard ('closed access') licence in a journal listed in Schedule C-c in the period between the commencement date of the Read and Publish Agreement and the commencement date of this Licence Agreement, shall be converted into an Open Access publication in accordance with the terms hereof, upon confirmation of the Eligible Author. Publisher will process the licence change for such articles as soon as possible, but never later than 6 (six) months following the commencement date of this Licence Agreement.
- 8.5 All Open Access Articles shall be published by Publisher under a Creative Commons Attribution license as chosen by the Submitting Author. Third-party content included in an Open Access Article, as for example images or graphics, shall be clearly labelled as such in the Open Access Article (naming the relevant third-party author(s)).
- 8.6 If a Publisher's journal allows Eligible Authors to choose among several types of Creative Common licenses, CC BY (as the most open licence) shall be presented by Publisher as the default option. -
- 8.7 In the case of Article 8.6 above, Eligible Authors shall have full discretion to choose their preferred licence model for their Open Access Article. Should the Eligible Author opt to publish under a more restrictive Creative Commons license (CC BY-NC, CC BY-ND or CCBY-NC-ND or another NC/ND variant), the Eligible Author shall not be under any obligation to license to Publisher the commercial or derivative rights reserved under the chosen restrictive license.
- Publisher acknowledges that it is of the utmost importance to the Institution and its Eligible
 Authors that the information about the available licensing models and their legal impact on the
 Eligible Authors' copyright is always clearly and expressly communicated to Eligible Authors
 prior to concluding a Licence Agreement with Publisher. Publisher to this extent is working
 towards improving communication throughout the Open Access. This refers, in particular, to the
 information provided for under this Article 8. Upon request, the content and means in which this
 information is communicated to Eligible Authors may be reviewed by designated personnel of
 the Consortium (to be appointed by the Consortium for this purpose), e.g. by providing a copy of
 Publisher's licensing policies and screenshots of Publisher's licensing options workflow as made
 available to Eligible Authors. Publisher will take into account reasonable feedback of the
 Consortium for further improvement of the communication and licensing choice workflow.



- 8.9 Hybrid journals that are being converted into full Open Access journals during the course of this Licence Agreement shall continue to be available for Open Access publishing under this Licence Agreement during the Term.
- 8.10 If after submission of an Open Access Article the eligibility of that article changes (e.g. when the author resigns from the Institution after submission of the article), the article will continue to be regarded as eligible for the Right to Publish, providing a renewal agreement has been reached. Should the current agreement end, with no renewal agreement in place, the Open Access Article will be processed through the standard OA workflow, whereby the author will be required to pay an APC.
- 8.11 Publisher shall deliver a monthly report per Institution of all articles that have been published (Open Access or otherwise) in Hybrid journals and full Open Access 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 Submitting Author;
 - 2. Email address of Submitting Author;
 - 3. Institution name;
 - 4. Article title;
 - 5. Article DOI;
 - 6. Clickable DOI;
 - Article type;
 - 8. Journal title;
 - 9. eISSN;
 - 10. OA licence type;
 - 11. Date of submission
 - 12. Date first published online;
 - 13. Paid charges (APC or other charges);
 - 14. Funding organisation;
 - 15. Grant number;
 - 16. OA status (f.i. "accepted"; "published"; "rejected"; "opt-out").

The report shall be sent to the Institution within four (4) weeks after the end of each month during the Term.

Alternative: The Institution shall be provided access to Publisher's Open Access Dashboard which will have a reporting option.

- 8.12 Publisher shall deliver a full report of all articles (Open Access and otherwise) published by the Institution 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. Email address of Submitting Author;
 - 3. Institution name;
 - 4. Article title;
 - 5. Article DOI;
 - 6. Clickable DOI;
 - 7. Article type;
 - 8. Journal title;
 - 9. elSSN;
 - OA licence type;

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- 11. Date of submission;
- 12. Date first published online;
- 13. Paid charges (APC or other charges);
- 14. Funding organisation;
- 15. Grant number;
- 16. OA status (f.i. "accepted"; "published"; "rejected"; "opt-out").

The report shall be provided within four (4) weeks after the end of every six (6) month period referred to in the first sentence. The report shall be sent to the appointed Contact Person of each Institution with a copy to SURF.

Alternative: SURF shall be provided access to Publisher's Open Access Dashboard which will have a reporting option.

- 8.13 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 in accordance with NISO recommended practice (https://www.niso.org/publications/rp-22-2021-ali). For other journals, which are not in Publisher's standard production workflow, if any, Publisher will use its reasonable efforts to comply with NISO recommended practice regarding the use of Open Access metadata indicators.
- 8.14 Publisher shall only charge Eligible Authors or the Institution service fees (e.g. page charges, colour-in-print, reprints, posters) for the publishing or processing of Open Access Articles for journals specified in Schedule C-c.
- 8.15 Article types that are included in the Open Access publishing service*):
 - Original Papers;
 - Review Papers.

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

- Brief Communications;
- Continuing Education;
- Case Reports;
- Invited Letters.
- *) or equivalent names as used by Publisher
- In case the number of Open Access Articles exceeds the agreed number, Publisher will clearly and expressly inform Eligible Authors that for the year in question the articles in excess will not be funded under the terms of this Licence Agreement. Eligible Authors whose articles are already included in a workflow shall be informed as well. Publisher shall consult with SURF about the content of this communication. In addition, Publisher will provide a dashboard to the Consortium for monitoring the actual cap status.
- 8.17 In case the agreed number of Open Access Articles has been reached, Publisher will continue to monitor and report Open Access Articles submitted and accepted in accordance with Articles 8.14 and 8.15 of this Licence Agreement. In case the agreed number of Open Access Articles has been reached, Publisher will inform SURF and the pre-agreed list price APC discount as set out in Schedule B will come into effect until the end of year (31 December). Article cap resets from 1st January under the terms of the Open Access Agreement.

Article 9 Long term Preservation and continuous access

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- 9.1 Publisher shall deposit electronic copies of all of Publisher's content (including all Licensed Material) into at least one (1) mutually-trusted third-party digital archiving services (e.g. a national library, Portico, LOCKSS and CLOCKSS) for sustainable and reliable long-term access to managed digital resources for the benefit of the greater global community..
- 9.2 Continuous access in case of 'trigger events': Publisher guarantees continuous access to and use of the Licensed Material in accordance with the Rights of Use of this Licence Agreement, without charge, via one of the third-party digital archiving services mentioned in Article 9.1 above, if one or more of the following events ('trigger events') occur:
 - i. a catastrophic and sustained failure of Publisher's delivery platform;
 - ii. Publisher stops whole or part of its publishing operations;
 - iii. Publisher ceases to publish a title; or
 - iv. Publisher no longer offers back issues.
- 9.3 Continuous access in case of termination of the Licence Agreement: In case of termination of this Licence Agreement, except when such termination is due to a breach of the Licence Agreement by Institution, and in relation to Perpetual Licensed Material, Publisher shall 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 possibly preceding Licence Agreements,, without charge, by providing one or more of the following
 - continued online access to archival copies of the Perpetual Licensed Material on Publisher's server;
 - granting access to the Perpetual Licensed Material via one of the third-party digital archiving services mentioned in Article 9.1 above;
 - iii. providing archival copies of the Perpetual Licensed Material (in pdf or acceptable format) to an archiving facility shared by more Institutions; or
 - iv. providing archival copies of the of the Perpetual Licensed Material (in pdf or other acceptable format) to the Institution to be uploaded to the protected network of the Institution.

Article 10 Privacy

options:

- 10.1 In the event that Publisher processes End-User Data in the course of the performance of this Licence Agreement, Publisher shall be considered as a separate and independent data controller within the meaning of the GDPR with respect to such End-User Data. In that case, the terms of this Article 10 shall apply to such processing activities.
- 10.2 Publisher will process End-User Data, and/or any other personal data processed within the context of this Licence Agreement, in accordance with the GDPR, the ePrivacy Directive (Directive 2002/58/EC) and any applicable national data protection laws.
- 10.3 Publisher has incorporated an DPA under Schedule D with the institution to ensure that there is a lawful legal basis to process End-User Data as provided under Article 6 of the GDPR.



Article 11 Representations and Warranties

- 11.1 Publisher represents and warrants that it has full power and authority to enter into this Licence Agreement and to grant the Rights of Use and Rights to Publish to the Institutions pursuant to the terms of this Licence Agreement, and that to its knowledge as of the effective date of this Agreement the Right of Use and Rights to Publish are granted without infringing or violating any third-party rights.
- 11.2 The Institution represents and warrants that it has full power and authority to enter into this Agreement.

Article 12 Liability

- 12.1 Publisher shall indemnify, defend and hold the Institution and its End-Users harmless from and against any and all damages, liabilities, losses, claims (including reasonable legal and professional fees) that arise from, or in connection with any third party claim resulting from Publisher's breach of its representations and warranties hereunder, or its obligations under Article 10 of this Licence Agreement. This indemnification shall survive the termination of this Licence Agreement. No limitation of liability set forth elsewhere in this Licence Agreement is applicable to this indemnification.
- 12.2 Notwithstanding the termination for cause as under Article 9.3, the Institution shall not be liable for any violation or infringement of the terms of this Licence Agreement by any End-User, provided that the Institution did not knowingly cause or assist the violation or infringement, or condone the continuation of the violation or infringement after becoming aware thereof.
- 12.3 Neither Party shall be liable to the other for:
 - any special, indirect, incidental, punitive or consequential damages; or
 - loss of direct or indirect profits, business, contracts, revenue or anticipated savings; or
 - any increased costs or expenses.
- 12.4 Nothing in this Licence Agreement excludes or limits a Party's liability for:
 - · death or personal injury
 - damages caused by gross negligence and/or wilful intent of a Party 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 Except for Articles 12.1 and 12.4 above, each Party's total aggregate liability to the other Party under or in connection with this Licence Agreement is limited to the amount of the paid annual Licence Fee (exclusive of VAT), for the most recent licence year.

Article 13 Termination or Dissolution

- 13.1 The Institution may terminate this Licence Agreement in writing per the end of the current Licence year upon giving at least two months prior written notice, without any obligation to pay damages, if, in the reasonable and motivated opinion of the Institution, 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 Either Party may upon giving written notice to the other Party terminate this Licence Agreement with immediate effect under any of the following circumstances:



- a. the other Party commits a material breach of the Licence Agreement and that breach is irremediable or (if that breach is remediable) fails to remedy that breach within a period of 30 (thirty) calendar days after being notified in writing to do so;
- b. if the other Party becomes insolvent or bankrupt or seeks or makes any assignment or other arrangement for the benefit of its creditors or suffers or takes any analogous action in any territory to whose jurisdiction it is subject, or if a request for bankruptcy is filed by or against the other Party, or if a receiver in the bankruptcy of such a Party is appointed;
- the other Party ceases or threatens to cease to carry on all or substantially the whole of its business:
- d. the other Party is prevented or hindered from carrying out its obligations under the Licence Agreement as a result of any Force Majeure Event for any continuous period in excess of 60 (sixty) days.
- 13.3 Termination or expiration of this Licence Agreement whether in whole or in part shall be without prejudice to the rights of either Party accrued prior to or after such termination or expiration in respect of any default or breach or any other act or omission prior thereto and shall in no way affect the survival of any right, duty and/or obligation which is expressly stated in this Licence Agreement to survive termination or expiration of this Licence Agreement or which by its nature is intended to survive termination or expiration of this Licence Agreement.

Article 14 Indivisibility and priority of contract documents

- 14.1 The followingSchedules shall be incorporated into and form an integral part of this Licence Agreement:
 - Schedule C-a: Description of Licensed Material, License Models and Licence Fees;
 - Schedule C-b: Detailed list of Licensed Material with Rights of Use;
 - Schedule C-c: Detailed list of Licensed Material with Rights to Publish.
- 14.2 In case of any conflict or inconsistency between the provisions of this Licence Agreement and any of the provisions contained in the Schedules, the provisions of this Licence Agreement shall take precedence over the provisions contained in the Schedules.

Article 15 Contact Person(s)

- 15.1 SURF shall act as Contact Person on behalf of the Institution for all notifications and practical matters regarding this Licence Agreement, unless another Contact Person is appointed by or on the Institution's behalf for any specific matters regarding this Licence Agreement.
- 15.2 The Contact Person(s) of Publisher for all notifications and practical matters regarding this Licence Agreement shall be:

Name:				
Title:				
Address:				
Email:	250			

15.2 In case of resignation, dismissal or long-term absence of Publisher's Contact Person for any reason, Publisher shall timely arrange for replacement. In case of replacement, whether or not temporary, it shall inform SURF of the name and contact details of the replacement without delay.

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Article 16 Miscellaneous Provisions

- 16.1 This Licence Agreement and its Schedules constitute the entire agreement between the Parties and replace and supersede any and all prior or contemporaneous correspondence, negotiations, agreements and/or commitments between the Parties, whether written or oral, that relate to any matter covered by this Licence Agreement.
- 16.2 Any general terms and conditions of delivery and/or payment, terms of service, terms of use and/or any other general or particular terms and conditions used by Publisher shall not apply and are hereby expressly rejected by the Institution.
- 16.3 All notifications made by the Parties to one another pursuant to this Licence Agreement shall be made in writing or executed with an eIDAS compliant eSignature to be legally effective.

Notices shall be deemed to have been received:

- a. if sent by (registered) letter, on the date of delivery;
- b. if sent by email, at the time and date of the electronic confirmation of receipt of the email.
- 16.4 A waiver of any right or remedy under this Licence Agreement or by law shall only be effective if given in writing and shall not constitute a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under this Licence Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- Should any provision of this Licence Agreement be or become invalid, illegal or unenforceable in any respect under any applicable law, in whole or in part, this shall not affect or impair the validity, legality or enforceability of the remaining terms. The Parties shall in such an event be obliged to cooperate in good faith in the creation of terms which achieve such legally valid result as comes closest commercially to that of the invalid provision. The above shall apply accordingly to the closing of any gaps in this Licence Agreement.
- 16.6 An assignment by a Party of all or part of this Licence Agreement requires the written consent of the other Party.
- 16.7 No amendment to or alteration of this Licence Agreement including its Schedules shall be effective unless made in writing and legally signed on behalf of each of the Parties hereto.
- 16.8 This Licence Agreement shall be governed by and construed in accordance with the laws of the Netherlands.
- 16.9 In case of any dispute between the Parties arising from or in connection with this Licence Agreement which cannot be solved amicably, including any dispute regarding the existence or validity of this Licence Agreement, the court of Midden-Nederland, the Netherlands, shall have exclusive jurisdiction.

Signatures and Schedules

Thus agreed and signed

. At	At
On	On05.05.2025
<name institution="" of=""></name>	
On behalf of <institution></institution>	
<name authorised="" institution="" of="" signatory=""></name>	
	At Stuttgart
	On_05.05.2025
	Party language difference

Schedules

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

C-b: Detailed list of Licensed Material with Rights of Use;

C-c: Detailed list of Licensed Material with Rights to Publish.

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

(amounts exclusive of VAT)

Licensed Material	Category	Licence Fee*
		2025 : 231.517,- €
Thieme e-journal package read	Universities	2026 : 239.309,- €
and publish		2027 : 247.305,- €

The following numbers of Open Access published articles are included in this agreement

	2025	2026	2027
articles in hybrid journals	71	75	79
articles in fully OA journals	21	20	19

Explanation of Types of Licence Agreement and Licence Fees

The Licence Fee is payable by SURF on behalf of the Institutions entering into the Licence Agreement.

Subject to payment of the Licence Fee by SURF, Publisher will grant to the Institutions the Rights of Use and the Rights to Publish in accordance with the terms of the Licence Agreement.

Conditions

- The Thieme Journals SURF Journal Package comprises access rights and publishing rights to the Licensed Material. For a detailed list of all titles available at the start of the agreement see Schedule C-b and C-c;
- 2. The Licence year for this Agreement is set to start on January 1st and expires on December 31st;
- 3. Prices are in Euro, exclusive of VAT;
- 4. There will be no roll-over to the following year or refund of unused publications.
- In case all prepaid APC are used, additional articles can be published with the following pay-asyou-go discounts

Publishing Model	Discount off List Price APC
Hybrid OA	5%
Fully OA	5%



Schedule C-b Detailed list of Licensed Material with Rights of Use

Journal Name	ISSN Online	SURF#
ACI Open	2566-9346	JV-028246
AINS - Anesthesiology · Intensive care · Emergency Medicine · Pain	1439-1074	JV-020240
	P-12 (000000000000000000000000000000000000	0-915-00000
General Homeopathic Newspaper	1439-8990	JV-017863
American Journal of Perinatology	1098-8785	JV-010691
American Journal of Perinatology Reports	2157-7005	JV-017864
AORTA	2325-4637	JV-028256
Archives of Plastic Surgery	2234-6171	JV-030063
Clinics in Colon and Rectal Surgery	1530-9681	JV-010695
Healthcare	1439-4421	JV-010697
DMW - German Medical Weekly	1439-4413	JV-010707
Endoscopy	1438-8812	JV-010710
Endoscopy (Supplement)		JV-028368
Endoscopy international open	2196-9736	JV-020064
European Journal of Pediatric Surgery	1439-359X	JV-010715
European Journal of Pediatric Surgery Reports	2194-7627	JV-017870
Experimental and Clinical Endocrinology and Diabetes	1439-3646	JV-010717
Facial Plastic Surgery	1098-8793	JV-010718
Hand surgery · Microsurgery · Plastic surgery	1439-3980	JV-010725
Homeopathy	1476-4245	JV-028281
Homoeopathic Links	1860-3149	JV-010726
Hormone and Metabolic Research	1439-4286	JV-010727
International Journal of Angiology	1615-5939	JV-017175
International Journal of Sports Medicine	1439-3964	JV-010730
Journal of Brachial Plexus and Peripheral Nerve Injury	1749-7221	JV-023193
Journal of Neurological Surgery Part A: Central European Neurosurgery	2193-6323	JV-016189
Journal of Neurological Surgery Part B: Skull Base	2193-634X	JV-016190
Journal of Neurological Surgery Reports	2193-6366	JV-017879
Journal of Reconstructive Microsurgery	1098-8947	JV-010733
Journal of Reconstructive Microsurgery Open	2377-0821	JV-023196
Journal of Wrist Surgery	2163-3924	JV-017176
Clinical Monthly Bulletins for Ophthalmology	1439-3999	JV-010737
Clinical Neurophysiology	1439-4081	JV-010738
Clinical Pediatrics	1439-3824	JV-010739
Methods of Information in Medicine	2511-705X	JV-028320
Neuropediatrics	1439-1899	JV-010744
Nuklearmedizin - NuclearMedicine	2567-6407	JV-028325
Organic Materials	2625-1825	JV-028329
Pharmacopsychiatry	1439-0795	JV-010753



Journal Name	ISSN Online	SURF#
Medical Plant	1439-0221	JV-010757
PPmP - Psychotherapy · Psychosomatics · Medical Psychology	1439-1058	JV-010759
RöFo - Advances in the field of X-rays and imaging techniques	1438-9010	JV-010765
Seminars in Hearing	1098-8955	JV-010766
Seminars in Interventional Radiology	1098-8963	JV-010767
Seminars in Liver Disease	1098-8971	JV-010768
Seminars in Musculoskeletal Radiology	1098-898X	JV-010769
Seminars in Neurology	1098-9021	JV-010770
Seminars in Plastic Surgery	1536-0067	JV-010771
Seminars in Reproductive Medicine	1526-4564	JV-010772
Seminars in Respiratory and Critical Care Medicine	1098-9048	JV-010773
Seminars in Speech and Language	1098-9056	JV-010774
Seminars in Thrombosis and Hemostasis	1098-9064	JV-010775
Sports Medicine International Open	2367-1890	JV-023200
Language - Voice - Hearing	1439-1260	JV-010779
Sustainability and Circularity NOW	2940-1852	JV-030805
Synfacts	1861-194X	JV-010781
Synlett	1437-2096	JV-010782
SynOpen	2509-9396	JV-023202
Synthesis	1437-210X	JV-010783
TH Open (Thrombosis and Haemostasis)	2512-9465	JV-023203
The Journal of Knee Surgery	1938-2480	JV-010732
The Surgery Journal	2378-5136	JV-023201
The Thoracic and Cardiovascular Surgeon	1439-1902	JV-010784
The Thoracic and Cardiovascular Surgeon Reports	2194-7643	JV-017902
Thrombosis and Haemostasis	2567-689X	JV-028358
Tumor diagnostics and therapy	1439-1279	JV-010785
Ultraschall in der Medizin - European Journal of Ultrasound	1438-8782	JV-010786
Ultrasound International Open	2199-7152	JV-023204
VCOT Open (Veterinary and Comparative Orthopaedics and Traumatology)	2625-2325	JV-028363
Veterinary and Comparative Orthopaedics and Traumatology	2567-6911	JV-028364
WFNS World Federation of Neurosurgical Societies Journal	2942-2299	JV-030806
Journal of Gastroenterology	1439-7803	JV-010790
Journal of Obstetrics and Neonatology	1439-1651	JV-010791
Journal of Orthopaedics and Trauma Surgery	1864-6743	JV-010793
Journal of Phytotherapy	1438-9584	JV-010795
Journal of Sex Research	1438-9460	JV-010796
Zentralblatt für Chirurgie - Journal of General, Visceral, Thoracic and Vascular Surgery	1438-9592	JV-010797

Schedule C-c Detailed list of Licensed Material with Rights to Publish

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Journal Name	ISSN Online	SURF#
ACI Open	2566-9346	JV-028246
American Journal of Perinatology	1098-8785	JV-010691
American Journal of Perinatology Reports	2157-7005	JV-017864
AORTA	2325-4637	JV-028256
Archives of Plastic Surgery	2234-6171	JV-030063
Clinics in Colon and Rectal Surgery	1530-9681	JV-010695
Endoscopy	1438-8812	JV-010710
Endoscopy international open	2196-9736	JV-020064
European Journal of Pediatric Surgery	1439-359X	JV-010715
European Journal of Pediatric Surgery Reports	2194-7627	JV-017870
Experimental and Clinical Endocrinology and Diabetes	1439-3646	JV-010717
Facial Plastic Surgery	1098-8793	JV-010718
Homeopathy	1476-4245	JV-028281
Homoeopathic Links	1860-3149	JV-010726
Hormone and Metabolic Research	1439-4286	JV-010727
International Journal of Angiology	1615-5939	JV-017175
International Journal of Sports Medicine	1439-3964	JV-010730
Journal of Brachial Plexus and Peripheral Nerve Injury	1749-7221	JV-023193
Journal of Neurological Surgery Part A: Central European Neurosurgery	2193-6323	JV-016189
Journal of Neurological Surgery Part B: Skull Base	2193-634X	JV-016190
Journal of Neurological Surgery Reports	2193-6366	JV-017879
Journal of Reconstructive Microsurgery	1098-8947	JV-010733
Journal of Reconstructive Microsurgery Open	2377-0821	JV-023196
Journal of Wrist Surgery	2163-3924	JV-017176
Methods of Information in Medicine	2511-705X	JV-028320
Neuropediatrics	1439-1899	JV-010744
Organic Materials	2625-1825	JV-028329
Pharmacopsychiatry	1439-0795	JV-010753
Medical Plant	1439-0221	JV-010757
Seminars in Hearing	1098-8955	JV-010766
Seminars in Interventional Radiology	1098-8963	JV-010767
Seminars in Liver Disease	1098-8971	JV-010768
Seminars in Musculoskeletal Radiology	1098-898X	JV-010769
Seminars in Neurology	1098-9021	JV-010770
Seminars in Plastic Surgery	1536-0067	JV-010771
Seminars in Reproductive Medicine	1526-4564	JV-010772
Seminars in Respiratory and Critical Care Medicine	1098-9048	JV-010773
Seminars in Speech and Language	1098-9056	JV-010774
Seminars in Thrombosis and Hemostasis	1098-9064	JV-010775
Sports Medicine International Open	2367-1890	JV-023200
Sustainability and Circularity NOW	2940-1852	JV-030805
Synfacts	1861-194X	JV-010781



Journal Name	ISSN Online	SURF#
Synlett	1437-2096	JV-010782
SynOpen	2509-9396	JV-023202
Synthesis	1437-210X	JV-010783
TH Open (Thrombosis and Haemostasis)	2512-9465	JV-023203
The Journal of Knee Surgery	1938-2480	JV-010732
The Surgery Journal	2378-5136	JV-023201
The Thoracic and Cardiovascular Surgeon	1439-1902	JV-010784
The Thoracic and Cardiovascular Surgeon Reports	2194-7643	JV-017902
Thrombosis and Haemostasis	2567-689X	JV-028358
Ultrasound International Open	2199-7152	JV-023204
VCOT Open (Veterinary and Comparative Orthopaedics and Traumatology)	2625-2325	JV-028363
Veterinary and Comparative Orthopaedics and Traumatology	2567-6911	JV-028364
WFNS World Federation of Neurosurgical Societies Journal	2942-2299	JV-030806



Schedule D: DPA

This Data Processing Agreement is optional. Institutions wishing to conclude this DPA can do so by detaching this part and send a signed copy to Thieme Verlag.

Data Processing Agreement

between

Client

- hereinafter referred to as the "Controller" or the "Client"-

and

Georg Thieme Verlag KG Oswald-Hesse-Straße 50 70469 Stuttgart, Germany

- hereinafter referred to as the "Processor" or the "Contractor"-

Subject matter of the Agreement and contracting parties

The Processor processes data for the Client and, if applicable, for the participating companies of the Client stated in the Annex to the Licensing Agreement. The subject matter of the Agreement results from the respective valid Licensing Agreement that has been entered into by the Client and the Processor. The provisions of this Agreement also apply accordingly to safeguard the interests of the contracting parties under data protection law. These also apply to contracts which are concluded for several licensed products without the need for a separate Data Processing Agreement to be entered into for each individual licensing agreement.

In addition to the Licensing Agreement entered into and the present Agreement the relevant annexes to the respective product shall apply. These state the details of the tasks of the Processor, the data to be processed and the data subjects affected by the processing.

2. Responsibilities

- Processing is carried out pursuant to Art. 28 General Data Protection Regulation (GDPR).
- 2.2 As the Controller, the Client is responsible for compliance with the applicable data protection laws with regard to the processing of its data. In particular, the Client shall assess whether the data processing is permissible.
- 2.3 The Processor is accountable and responsible to the Controller for complying with the rights of data subjects (Art. 12 to 23 GDPR). The Processor supports the Controller in complying with all the rights of data subjects. The Processor adopts the technical and organizational measures for this support. The



tasks the Processor will have to carry out within the scope of such support will be determined on an individual basis.

- 2.4 As the Controller, the Client is accountable and responsible for complying with the obligations resulting from Art. 32 to 36 GDPR. The Processor shall support the Client with the fulfillment of these obligations including with regard to the supervisory authorities. The Processor shall also adopt the technical and organizational measures required for this support.
- 2.5 Data processing may only take place in Germany, or in countries which are a member state of the European Union or another contracting state to the Agreement on the European Economic Area. It is only permissible to process data in other countries (so-called third countries) with the prior consent of the Client and subject to the provisions of Art. 44 to 46 GDPR.

3. Right to give instructions

- 3.1 The Processor may only process data on the basis of this Agreement and in accordance with the instructions given by the Client. The Client is solely and exclusively entitled to make decisions about the purposes and means of processing the personal data. Processing for any other purposes is not permitted, including processing for the Processor's own purposes. The used data shall be kept separate from other stored data.
- 3.2 Instructions may be given generally or specifically in individual circumstances. They must be given in writing or in electronic format.
- 3.3 The Processor shall inform the Client if an instruction cannot be implemented promptly.
- 3.4 The Processor shall inform the Client without delay if they believe that an instruction breaches the General Data Protection Regulation or other data protection laws.

4. Further obligations of the Processor

4.1 If it is determined that the data is inaccurate the Processor shall inform the Client of this without delay and rectify this as per the Client's instructions. Data that meet the requirements of Art. 18 GDPR may only be processed accordingly in a restricted manner. Data that is no longer required shall be erased without delay provided no statutory storage obligations exist; in the event of the latter the data shall be blocked.

The Contractor shall provide the Client with evidence of the timely erasure or blocking upon request.

- 4.2 The Processor shall provide support and assistance during data protection checks carried out by the supervisory authorities provided this relates to data processing performed by the Processor (or subcontractor).
- 4.3 The Processor shall keep any test materials and surplus information secured until either they are destroyed by the Processor in accordance with data protection law or are handed over to the Client. Documents containing personal data that are no longer required may only be destroyed in compliance with data protection law upon instructions from the Client.



5. Confidentiality

- 5.1 The Processor undertakes to treat documents and data provided by the Controller and work results as confidential, in particular to not make them available to unauthorized parties and to always inform the Controller of this.
- 5.2 The Processor is obligated to ensure that everyone that works for them on the execution of these tasks adheres to confidentiality. If someone is subject to a statutory confidentiality obligation in relation to this task and therefore cannot be subject to a confidentiality obligation, this is only permissible if this statutory confidentiality obligation provides an adequate level of protection. The Processor shall ensure that this confidentiality obligation is adhered to.
- 5.3 In the event of monitoring by a body that is subject to a Freedom of Information Act (Informationsfreiheitsgesetz), care shall be taken to protect the Controller's business and trade secrets and commercial information.
- 5.4 The obligations in sections 5.1 to 5.3 above remain in force even after the termination of this Agreement.

Organizational obligations of the Processor

- 6.1 The Processor warrants that their obligations under Art. 28 GDPR and elsewhere in the General Data Protection Regulation are fulfilled and verified by regular internal monitoring.
- 6.2 The Processor warrants that their employees have been familiarized with data protection law, in particular Art. 29 GDPR (requirement to follow instructions).
- 6.3 The Processor warrants that they have designated an expert, reliable Data Protection Officer as per Art. 37 to 39 GDPR and gives them sufficient time, provided the Processor is subject to an obligation to designate a Data Protection Officer in accordance with the General Data Protection Regulation or national law.
- 6.4 The contact details of the Data Protection Officer and/or of the responsible person at the Processor who may be contacted at any time by the Client and its Data Protection Officer can be found in the **Annex**. The current contact details will be published on the Contractor's website.

7. Technical and organizational measures for data protection

7.1 The Processor is obligated to observe the basic principles of proper data processing and to monitor compliance. The Processor warrants that they observe and adhere to the provisions of Art. 25 and Art. 32 GDPR.

The Codes of Conduct and the Technical and Organizational Measures as per Annex – Technical and Organizational Measures also apply to the Processor.

- 7.2 The Processor has set up a Security Policy containing the necessary and appropriate data security measures in order to guarantee compliance with data protection law. The Security Policy shall cover, in particular, the measures that are necessary to fulfil the requirements of Art. 32 GPDR, which includes:
- pseudonymization and encryption of personal data;



- the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- a process for regularly testing, assessing and evaluating the effectiveness of the technical and organizational measures for ensuring the security of the processing.

The Processor shall update the Security Policy after consultation with the Client in accordance with Art. 32 GDPR.

7.3 The Client may implement measures for quality assurance or to detect abuse and in doing so also obtain access to the associated data of the employees of the Processor who have access (such as individual identification, names). The Processor shall ensure this by way of internal measures which may also include the participation of employee representation.

8. Duties of the Processor to provide information

- 8.1 The Processor shall inform the Controller without delay in the event of serious disruptions to operating procedure or suspicion of a personal data breach (Art. 4 (12) GDPR) or significant irregularities in data processing. The same applies if the Processor is contacted by a Supervisory Authority or law enforcement agency.
- 8.2 The Processor shall inform the Controller without delay in the event that the Client's data at the Processor be at risk of seizure or confiscation, insolvency or conciliation proceedings, or by other events or acts of third parties, or an impending significant change to the ownership structure of the Processor. The Processor shall inform all persons involved in connection with this that the sovereignty of the data lies with the Controller.

Monitoring rights of the Controller

- 9.1 The Controller may inspect the operational facilities at any time during normal business hours without disturbing operations having given notice of its visit within a reasonable period to satisfy itself that the provisions of this Agreement, the General Data Protection Regulation and other applicable data protection laws are being complied with and to satisfy itself that the technical and organizational measures to guarantee these are sufficient.
- 9.2 The Processor may evidence their compliance with the provisions of Art. 28 GDPR as per Art. 28 (5) GDPR.
- 9.3 The Processor shall provide the Controller without delay with all information to demonstrate their compliance with the obligations contained in Art. 28 GDPR, independent of and without prejudice to the rights in section 9.1 of this Agreement.
- 9.4 The measures, in particular the monitoring, may also be carried out by the Data Protection Officer or other representative of the Controller.



10. Liability

- 10.1 The Processor is liable for the proper performance of the tasks in accordance with the statutory provisions. If claims from data subjects whose data are processed (such as employees of the Client) are asserted against the Controller for unauthorized or incorrect processing of data, the Processor shall support the Client and demonstrate that they were not responsible for the flawed data processing.
- 10.2 Further claims in accordance with the general statutory provisions remain unaffected.
- 10.3 The Processor is liable for the fault of their subprocessors/subcontractors as if it was their own fault.

11. Subcontractors

- 11.1 The Processor is permitted to engage subcontractors provided that the Processor has informed the Client in good time before the subcontractors are engaged and the Client does not object to their engagement.
- 11.2 Subcontractors must be engaged in writing in accordance with Art. 28 GDPR. When engaging the subcontractor the Processor must agree the same terms with the subprocessor as have been agreed between the Controller and the Processor in this Agreement.
- 11.3 The Processor shall provide a copy of the subcontracting contract and all the necessary information upon request.
- 11.4 When destroying data it must be ensured that the destruction complies with DIN 66399 and confidentiality is maintained, transport takes place in closed containers and records are kept of the physical destruction without involving additional subcontractors.
- 11.5 Section 2.5 of this Agreement shall apply accordingly.
- 11.6 The Processor shall not be permitted to allow subcontractors to engage further subprocessors (subsubprocessors).

12. Right of retention

Exercising a right of retention to the data or documents during the term of the Agreement and after its termination shall not be permitted (regardless of why the contractual relationship was terminated).

Term of the Agreement, extraordinary termination, obligations beyond the termination of the Agreement

- 13.1 This Agreement applies for as long as the Processor processes data for the Controller as per the separate agreement.
- 13.2 The Controller shall be entitled to exercise a right of extraordinary termination over this Agreement and the contract concluded separately, regardless of provisions regarding the term of this Agreement, in the event of grave breaches of contract by the Processor (in particular violating the provisions regarding data protection).

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13.3 After the termination of the contractual relationship the Processor shall, at the Controller's discretion, either return all data media provided and all data (including copies) upon request or erase/destroy these on the instructions of the Client.

14. Final provisions

- 14.1 For the purposes of clarity it is hereby stated that the Processor may only claim remuneration or reimbursement of costs on the basis of a separately concluded contract.
- 14.2 This Agreement is subject to the law of the Federal Republic of Germany excluding provisions on the conflict of laws from the Introductory Law to the German Civil Code (EGBGB) which establish the applicability of foreign law.
- 14.3 Changes and additions to this Agreement and all its components, including any warranties given by the Processor, require a written agreement as per section 126 of the German Civil Code (BGB) together with the express statement that it is a change or addition to this Agreement. This shall also apply to the waiver of this form requirement.
- 14.4 The invalidity of a provision of this Agreement does not affect the remaining provisions of this Agreement. A legally valid provision which comes closest to the commercial objective of the invalid provision shall replace the invalid provision. The same applies in the event of a gap or omission in this Agreement.

, (enter date)	, (enter date)	
Controller	Processor	
Insert names	Insert names	



Annex - Technical and organizational measures

to the Agreement on compliance with data protection law Contractor's security policy

1. Confidentiality (Article 32 (1) (b) GDPR)

Physical access control

Securing business premises

This is managed via a central server. Access terminals are affixed in various areas of the premises are used to manage entry. Employees receive an access token which stores their access authorization and access profile. When an employee places their access token on the entry terminal they will be identified as an employee by the server and granted entry. If an employee from a different area places their access token on the terminal they will not be granted entry. It is recorded in a log file on the server exactly which employees have entered the building/area. It is also recorded when anyone tries to gain access outside of their permitted times. The access terminals are located at all entrances to the building and to the departments.

Security for IT rooms

The IT technical rooms are always locked. If you have a key for these rooms this is defined at management level on the locking plan which at the same time also serves as access control. The data center can only be entered with a key and additional identification via an access termination on the door with an access token.

Access to the server rooms is also secured with motion detectors.

The premises are secured with an alarm outside of business hours which is connected to a security service.

1.1.3 Locking plan

Digital access to critical rooms such as server rooms, technical rooms or IT storage facilities requires a key to be issued by the management. Receipt of the key is recorded upon handover of the key. Only administrators and management will be able to access critical rooms.

1.1.4 Visitor policy

Visitors must register at Reception on the first floor and be picked up by a responsible employee of Georg Thieme Verlag KG. They are only permitted on the premises of Georg Thieme Verlag KG when accompanied by an employee of Georg Thieme Verlag KG.

Visitors do not have any access to technical facilities. If this is required this is only possible when accompanied by an authorized person.



1.2 Digital access control

1.2.1 User identification and authentication

All employees of Georg Thieme Verlag KG must identify themselves with a password when logging on to the network. This is carried out by Windows Network authentication.

In order to authenticate themselves on the network, employees require a particularly strong password with a corresponding stored password history (old passwords cannot be reused).

Employees are first able to log in via Windows Network authentication after inputting this password. Passwords must be changed every 90 days at the latest. There must be a minimum of twenty-four hours between two password changes. Password history is stored, i.e. each new password must differ from the previous ones. After first use, monitors will automatically screen lock after a longer period of inactivity. The system administrator is responsible for assigning permissions.

1.2.2 Digital access control to data

The software used has defined access authorizations and corresponding authorization concepts. These are checked regularly. Log files are evaluated regularly.

1.4 Authorization access control

1.4.1 Authorization procedures

Employees are assigned user rights for the network via a Windows Active Directory structure. There are user groups for the various business areas both in internal and external networks. Only an employee who has been explicitly assigned to a group will receive a user name and access rights. When an employee leaves Georg Thieme Verlag KG their account is immediately deleted. Administrators set up and delete user accounts.

1.4.2 Network security

Georg Thieme Verlag KG's network is protected from external attacks by a multi-stage firewall. The firewall has fixed defined rules for the entry and exit of data streams. Incoming data is also monitored for virus attacks.

All clients in Georg Thieme Verlag KG's network are protected with antivirus software. This software is installed on every client in the network and is automatically updated as soon as updates are available from the manufacturer.

Integrity (Article 32 (1) (b) GDPR)

2.1 Disclosure control

The secure transmission of data between Georg Thieme Verlag KG and customers is generally encrypted or made via dedicated and isolated connections. There are also specific servers (SFTP server, HTTPS server) available for secure transfers.

These systems ensure the secure transfer of data via a confidential data stream. The SFTP protocol is primarily for file transfer but also for general access to the file system on the FTP server. The SFTP protocol runs on a secure channel so that no passwords or file information is transferred in clear text.



Availability and resilience (Article 32 (1) (b) GDPR)

3.1 Technical reliability

Georg Thieme Verlag KG's data center and the network infrastructure have been set up to be highly available. This means that all servers, components and services have been redundantly distributed across two locations.

The stored data is backed up as mirrored data. The technical measures guarantee the high availability. All physical servers are set up as cluster systems. Network components and Internet connections are also redundant.

3.2 Backups – data storage

All of Georg Thieme Verlag KG's work files are secured daily by a backup process. The grandfather-father-son principle is used. Data is backed up incrementally during the week and a full backup is done on Fridays.

The work data is stored on a Commvault Data Domain via back-up to disk.

3.3 Secure storage

Data media containing personal data or tools are stored in closed fireproof cabinets (Class A1, noncombustible as per DIN 4102) in accordance with contractual and statutory retention periods. Daily data backups are stored in their own storage area in the data center.

3.4 Disposal and destruction

Data media that are no longer required are stored in closed level 3 DIN 66399 containers and taken to thermal recycling. Misprints or other printouts containing sensitive data and work data are collected in document containers and disposed of as per DIN 66399. Particularly sensitive documents which contain personal data/social data are destroyed at security level 4 as per DIN 66399.

3.5 Disaster management

There are comprehensive business continuation measures in place to protect data against unwanted loss. In particular the server rooms are equipped with smoke detectors and a fire prevention system with waterless fire suppression. The server rooms are in separate fire compartments. The backup systems are housed in another separate fire compartment. An emergency generator is available in the event of a power outage and UPS systems to bridge the gap.

4. Regular review, assessment and evaluation procedures (Article 32 (1) (d) GDPR, Article 25 (1) GDPR)

4.1 Employees joining and leaving the company

Georg Thieme Verlag KG only uses staff to fulfill the contractual services who are obligated to diligently fulfil their duties as per Art. 5 and 24 GDPR with reference to the consequences of a breach of an obligation under administrative law or criminal law (Art. 5 and 24 GDPR, Art. 83 GDPR, section 3 German Telecommunications-Telemedia Data Protection Act (TTDSG), section 1 and 4 German Law on the Protection of Trade Secrets (GeschGehG), section 201 German Criminal Code (StGB), section 203 (2), (4), (5) StGB, section 35 German Social Code I (SGB I), sections 67 - 85 a German



Social Code X (SGB X)) as well as per section 1 German Act on the formal obligations of personnel that are not civil servants (Gesetz über die förmliche Verpflichtung nicht beamteter Personen).

Employees' user accounts (internal, external, exchange) are deleted from the server when the employee leaves.

4.2 Employee training

All new employees of Georg Thieme Verlag KG receive training and briefings with the various departments when they join the company.

Every new employee receives an induction by the Data Protection Officer on data protection. There are extensive internal training documents available on the subject which are provided to the employees when they start work.

4.3 External service providers

When external service providers are intended to be used as subcontractors, Georg Thieme Verlag KG verifies in advance their technical and organizational measures to ensure compliance with data protection and data security using a checklist (integrity, professionalism, consistency, technical and employee qualifications, technical equipment, employees subject to an obligation to keep data confidential). Also, the statutory provisions regarding subcontracting shall apply.

All central service providers will be audited by Georg Thieme Verlag KG at regular intervals.



Annex – Data processing in licensed products eRef, physioLink/ergoLink, Ergolink, eBookLibrary, TBA, VetCenter, RÖMPP, SOS, PS, MedOne/Education, TTAA, TCC, eJournals, OP-Management up2date The following types of personal data and categories of data subjects are usually processed as part of this contractual relationship:

Purpose of data processing:

The Contractor processes the personal data provided by the Client within the scope of this Agreement for verifying access authentication and user administration.

The Contractor only processes data for the purposes described in the description of services in the Licensing Agreement.

Types of data:

IP address of the institution Name, email of the individual user User ID

Categories of data subjects:

Licensees (business customers including professional associations and bodies governed by public law) Institution employees

Company members

Individual license holders (private clients)

Annex – data processing in licensed product via medici

The following types of personal data and categories of data subjects are usually processed as part of this contractual relationship:

Purpose of data processing:

The Contractor processes the personal data provided by the Client within the scope of this Agreement for verifying access authentication, administration of user data and, if necessary, carrying out invoice processing.

The Contractor only processes data for the purposes described in the description of services in the Licensing Agreement.

Types of data:

- Name, email of the individual user, address, bank details if applicable
- IP address
- User ID

Categories of data subjects:

- Individual license holders (private clients)
- Licensees (business customers including professional associations and bodies governed by public law)
- Their employees/members
- Annex data processing in licensed product CME
- The following types of personal data and categories of data subjects are usually processed as part of this contractual relationship:



Purpose of data processing:

The Contractor processes the personal data provided by the Client within the scope of this Agreement for verifying access authentication, administration of user data and transmitting educational achievements to the German Medical Association (Bundesärztekammer).

The Contractor only processes data for the purposes described in the description of services in the Licensing Agreement.

Types of data:

- Name, email of the individual user, address, professional criteria if applicable
- Hospital data for institution licenses
- IP addresses
- User ID

Categories of data subjects:

- Individual license holders (doctors)
- License holders (hospitals, medical staff)

Annex – data processing in licensed products CNE, CNE.student, CNE iCare! As part of the contractual relationship, the following types of personal data and categories of data subjects are usually processed:

Purpose of data processing:

The Contractor processes the personal data provided by the Client within the scope of this Agreement for verifying access authentication, administration of user data and transmitting educational achievements to the bodies entitled to receive training results.

The Contractor only processes data for the purposes described in the description of services in the Licensing Agreement.

Types of data:

- User data
- Email address
- User name
- Password
- Acceptance/Non-acceptance of the Terms & Conditions of Thieme CNE
- Salutation (Ms./Mr./none), Title (optional)
- First name, surname
- Address: country, postcode, city, street number
- Role (optional)
- Personnel number (optional unless connected to the online service interface)
- Telephone no. (optional), fax no. (optional)
- Order email information (optional), role (optional)
- Order subscription to CNE.magazin / Cancellation CNE.magazin
- Confirmation that the Privacy Policy has been read
- Training data (such as training topics, assessment results passed/not passed; detailed evaluations, participation date and transfer date, training credits total/amount of training passed/not passed in total
- CNE credit account
- Hospital data, if applicable
- Hospital (Association)
- Location (hospital name)
- Postcode, city, street name, number of the location

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Categories of data subjects:

- Individual users
- Employees
- Users
- Training managers



Annex - Contacts at the Contractor:

Contact details for the responsible contact person at the Contractor:

Name	Job title	Contact details (email and telephone no.)
Product specific	Central service	

Contact details for the Contractor:

Name	Job title	Contact details (email and telephone no.)
	Data Protection Officer	



Annex - Subcontractors

The following overview shows all subcontractors of the Contractor which the Contractor uses when processing personal data of the Client as part of the contractual relationship.

NONE

Name	Address	Time period	Scope of duties/role
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