Addendum to the Agreement for Intermediary Services Agreement number: BO201600076

Addendum

to the Agreement for Intermediary Services between SURFmarket and Koninklijke Brill NV

The Agreement for Intermediary Services between <u>SURFmarket b.v.</u> and <u>Koninklijke Brill NV</u> dated 21 April 2017 with number BO201600076, is hereby amended, as follows:

Amended Schedules:

Agreement of Intermediary Services

Clause 2: Term of the Agreement for Intermediary Services Content

2.4 This Agreement is entered into for a period of one (1) year, commencing on 1 January 2019 and consequently ending on 31 December 2019.

Schedule B. Description Licensed Material, with prices and licence models

(amounts exclusive of VAT)

Licensed Material	Category	Licence Fee
Access to Brill Online Journals and Publishing rights for 50 articles in a selected group of journals	Universities (EUR, RU, RUG, UL, UM*), UU, UVA, UVT, VU, WUR)	2019: € 137.333
Access to Brill Online Journals	Naturalis	2019: €4.162

^{*)} Access rights only

Schedule C. License Agreement with appendices

2.5 Without prejudice to the provisions set out in Clause 10 the Agreement shall terminate on 31 December 2019 or on the date of termination of the Agreement for Intermediary Services Content referred to in the preamble to the Agreement;

All other terms and conditions of the Agreement for Intermediary Services remain in full force and effect.

Addendum to the Agreement for Intermediary Services Agreement number: BO201600076

Thus agreed, drawn up in duplicate,	and signed
in	
on	-0
SURFmarket	
in LEIDEN	
on 8-29N-2014	-
Trany	
Koninklijke Brill N.V	



Agreement for Intermediary Services Content

Agreement number: BO201600076

The undersigned

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

and

Koninklijke Brill N.V., with its registered office at Plantijnstraat 2, Leiden, duly represented in this matter by its VP Business Development, referred to hereinafter as "Publisher";

hereinafter jointly referred to as the "Parties";

Whereas:

- Institutions wish to acquire User Rights in respect of the Licensed Material provided by Publisher.
- The Parties make publishing in open access format in a specified collection of established scientific journals available to eligible authors that are affiliated to the Institutions;
- SURFmarket provides Intermediary Services in respect of User Rights for Licensed Material;
- said Intermediary Services relate to the creation of Licence Agreements between Publisher and Institutions;
- SURFmarket makes arrangements with Publishers regarding discounts, prices for said User Rights, provision of access, licence administration, and remittance of payments or debiting of payments for Institutions:
- SURFmarket and Publisher have concluded the present Agreement for Intermediary Services Content,
 whereby Parties have stipulated that Publisher is prepared, on the conditions set out in the Licence
 Agreement as included in Schedule C to this Agreement, to grant Institutions User Rights in respect of the
 Licensed Material and SURFmarket is prepared to perform the Services specified in this Agreement for
 Intermediary Services Content;
- Parties wish to regulate their contractual relationship for a period of two years;
- SURFmarket is acting on behalf of the Institutions referred to in Schedule A to this Agreement.

Declare that they have agreed as follows:

Clause 1: Definitions

- 1.1 Authentication: Determination by an Institution of the identity of End user.
- 1.2 Authorisation: the provision of access to online Licensed Material by Publisher.
- 1.3 Agreement: the Agreement for Intermediary Services (Licensed Material) and its associated Schedules.
- 1.4 Contact Persons: the employees of the Institutions appointed by the Institutions who will maintain contact with SURFmarket in respect of this Agreement.
- 1.5 Creative Commons License: one of several public copyright licenses that enable the free distribution of a copyrighted work.
- 1.6 Distribution: the delivery to Institutions of the Licensed Material in such a way that the Licensed Material can be downloaded by the Institutions or used remotely.
- 1.7 Documentation: the description of the Licensed Material.



- 1.8 End-user: a person appointed or employed by the Institution or otherwise authorised in the context of the Institution's operations, as well as a student, external student, course participant registered with the Institution, who is authorised by the Institution pursuant to the Licence Model concluded by the Institution to acquire Rights of Use in respect of the Licensed Material. End-user includes third parties but solely within the premises of the Institution. Users of a massive open online course (MOOC) are excluded.
- 1.9 Enhanced version: a modified version of the Content which its functionality is changed or extended.
- 1.10 Hybrid Journals: subscription journals in which some of the articles are open access.
- 1.11 Institutions: the educational and research institutions and institutions equivalent to them for the purposes of the present Agreement specified, according to category, in Schedule A.
- 1.12 Intermediary Services: the services, specified in the SURFmarket Subscription, to be supplied by SURFmarket in respect of and relating to the concluding and granting of licences between the Institutions and Content providers or Publishers.
- 1.13 Licence Agreement: the agreement regarding the User Right in respect of the Licensed Material that is created between Publisher on the one hand and the Institution on the other via SURFmarket as intermediary. The Licence Agreement is included as Schedule C.
- 1.14 Licence Fee: the charge(s) payable for the Content as agreed by both Parties and which are specified in Schedule B.
- 1.15 Licensed Material: the visual and audio material, databases, and/or other publications deriving from Publisher, specified in Schedule B, that are recorded on and/or contained in electronic data media, or that are made available electronically or in some other electronic form and to which the Institution can acquire a User Right via SURFmarket as intermediary by means of a Licence Agreement.
- 1.16 Market Area: the geographical area where SURFmarket can provide Intermediary Services specified according to categories of institutions, are given in Schedule A.
- 1.17 Media: the data media on which the Licensed Material is recorded.
- 1.18 New Publications: Journals, datasets or audiovisual material which are released to the market by Publisher but which are not part of the Licensed Material.
- 1.19 Open Access: online research output that is free of all restrictions on access.
- 1.20 Schedules: appendices to the present Agreement which, once signed by the Parties, form part of this Agreement. The Schedules set forth the conditions referred to in this Agreement.
- 1.21 Submitting Author: the author who is responsible for the submission of an article and who functions as a contact person for the publisher:
- 1.22 User Rights: the right to use the Licensed Material granted to the Institution by Publisher pursuant to the Licence Agreement.

Clause 2: Subject of the Agreement for Intermediary Services Content

- 2.1 Publisher hereby grants SURFmarket a non-exclusive right, in accordance with the provisions of the Agreement for Intermediary Services Content, to provide Intermediary Services within the Market Area regarding the Licensed Material.
- 2.2 Publisher makes the Licensed Material available via IP ranges for Institutions and SURFmarket delivers the IP ranges of Institutions to Publisher.

Clause 3: Term of the Agreement for Intermediary Services Content

3.1 This Agreement is entered into for a period of two (2) years, commencing on 1 January 2017 and consequently ending on 31 December 2018.



Clause 4: Performance Publisher

- 4.1 Publisher will do everything necessary on its part in the given circumstances to enable SURFmarket to provide the Intermediary Services.
- 4.2 At the request of SURFmarket, Publisher will provide access to Licensed Material in such a way that the necessary Rights of Use can be exercised individually or per group by Institutions, and its End-Users.
- 4.3 The Licensed Material will be made available by Publisher via the IP ranges of the Institutions.

Clause 5: Open access publishing

- 5.1 Submitting Authors who are affiliated to the Institution and who qualify as Eligible Authors according to the conditions set out in ScheduleC-b are allowed to publish their articles in open access in the journals at no direct costs to them, until the maximum amount of articles set out in Schedule C-b has been reached.
- 5.2 The applicable open access publishing terms and conditions are covered in Schedule C-b ("Open Access Publishing").
- 5.3 Parties agree to and evaluate relevant workflows and tools with regard to open access publishing.
- 5.4 Articles are made available under the Creative Commons Attribution License 4.0 or the Creative Commons Attribution Non-Commercial 4.0 License.
- 5.5 Articles delivered for publication in Brill journals since 1 January 2017 will be eligible for Open Access publication. Parties shall consult on which articles shall become Open Access.
- 5.6 Publisher will provide an automated article upload service to a designated institutional repository.
- 5.7 Publisher will deliver a quarterly report per institute of the articles that have been published in Open Access in hybrid journals in each month. The report gives an overview of the name of the Submitting Author; Institution; article title; DOI; clickable DOI; journal title; eISSN; OA license applied; date first published online; author email.
- 5.8 The report will be delivered within 4 weeks after the end of each quarter.
- 5.9 Publisher will deliver a full report of all articles (open access and otherwise) published by the Institutions over the period 1 January until 31 December. The report gives an overview of the name of the Submitting Author; Institution; article title; DOI; clickable DOI; journal title; eISSN; print ISSN; OA license applied; date first published online; journal APC; author email. The report is delivered within 4 weeks after the end of the year. The report will be sent to SURFmarket, or an appointed contact person of the Institutions.
- 5.10 For journals running in the standard production workflow, Publisher will incorporate tags in meta-data to indicate if an article has been published in open access http://www.niso.org/news/pr/view?item_key=641bc3f6540b533afee9e7db9edebb6dd5b0ed81

Clause 6: Performance SURFmarket

- 6.1 SURFmarket will act as an intermediary in respect of the creation of Licence Agreements between Institutions and Publisher within the Market Area. In all its actions vis-à-vis Institutions (including potential Institutions), SURFmarket will at all times make clear that it is acting as an independent party. SURFmarket will not do or say anything that may create the impression that SURFmarket's authority to act on behalf of Publisher extends any further than specified in the Agreement for Intermediary Services Content.
- 6.2 SURFmarket will provide Intermediary Services in respect of the Licensed Material, types of Licence Agreements, and Licence Fees specified in Schedule B.
- 6.3 SURFmarket will not be permitted to actively recruit outside the Market Area. Within the Market Area, the Intermediary Services will be restricted to the Institutions.



- 6.4 SURFmarket will not be permitted to extend the number of categories listed in Schedule A without the prior written consent of Publisher. Publisher will not refuse its consent on unreasonable grounds.
- 6.5 SURFmarket undertakes to do or refrain from doing anything that a proper intermediary, acting reasonably and professionally, should do or refrain from doing and to promote the interests of the Parties to the best of its knowledge and ability and in all reasonable and fairness.
- 6.6 SURFmarket will not make any statements regarding the functioning or other aspects of the Licensed Material that might be misleading or that SURFmarket knows, or should know, cannot be fulfilled. SURFmarket indemnifies Publisher for any claims for damages asserted by Institutions, its End Users (including potential Institutions, and its End Users) on the basis of statements or actions on the part of SURFmarket.
- 6.7 SURFmarket will immediately notify Publisher of any deficiencies in the functioning of the Licensed Material and/or of any complaints made by Institutions. SURFmarket will not be authorized, without the written consent of Publisher, to offer solutions to deficiencies to Institutions or to deal with customers' complaints.

Clause 7: Creation of Licence Agreements

- 7.1 To ensure that Publisher grants Rights of Use and the Institution honours the Rights of Use that are granted, SURFmarket will provide the Institution, digitally, with a Licence Agreement to be signed by the Institution, in the form attached to this Agreement as Schedule C.
- 7.2 SURFmarket will ensure that the Institution accepts that concluding the Licence Agreement digitally has the same validity as a written signature.
- 7.3 SURFmarket will ensure that the signature of the Institution is set by a representative of the Institution who is authorised to sign. SURFmarket will also, if necessary, enable the Contact Person to acquire internal approval for entering into the Licence Agreement beyond the scope of his/her financial mandate, such that they can lawfully undertake, digitally, the obligations that are set forth in the Licence Agreement.

Clause 8: Limitation of Liability

8.1 SURFmarket cannot be held liable for loss/damage sustained by Publisher that is the result of the Intermediary Services except in so far as such loss/damage is the direct result of an intentional act or omission or gross negligence on the part of SURFmarket or its employees. In the event that SURFmarket or employees for whom SURFmarket may be held liable at law has/have committed a wrongful act, SURFmarket will only be liable to provide compensation for loss/damage in so far as such was caused by an intentional act or omission or gross negligence.

Clause 9: Intellectual Property Rights

- 9.1 SURFmarket will be entitled to make use of Publisher's trademarks, trade names, and other indications of origin to identify the Licensed Material in the context of its work pursuant to the Agreement for Intermediary Services Content.
- 9.2 The intellectual property rights in respect of the Licensed Material will be vested in Publisher. Publisher indemnifies SURFmarket in respect of infringement of its intellectual property rights by third parties.
- 9.3 Parties will not register one another's trademarks, trade names, or other indications of origin (or any other marks or symbols similar to them) and will only use them in the manner indicated by Parties.
- 9.4 SURFmarket will 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 SURFmarket. In this connection, SURFmarket will render all reasonable co-operation to Publisher as regards rectifying such infringements.



- 9.5 SURFmarket's right to make use of Publisher's trademarks, trade names, or other indications of origin will terminate by operation of law at the point when this Agreement for Intermediary Services Content is terminated, dissolved, for whatever reason. SURFmarket will ensure, in so far as it is reasonably able, that by terminating or dissolving the Licence Agreement, the Institution will observe the termination of the Rights of Use.
- 9.6 SURFmarket will be entitled to refer to itself in respect of the Licensed Material as an authorised intermediary of Publisher.
- 9.7 SURFmarket will ensure, insofar as it is reasonably able, 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 Agreement, SURFmarket will immediately inform Publisher, after which Publisher may take measures itself. SURFmarket will render all necessary assistance in this respect.

Clause 10: Licenced Material, Licence models and Licence Fees

- 10.1 SURFmarket will provide the Intermediary Services regarding allocation of Rights of Use on the basis of four (4) preferred licence models specifically tailored to the educational context. Schedule B gives a detailed specification of the Licence Model/Models that is/are applicable pursuant to the Agreement for Intermediary Services Content.
- 10.2 SURFmarket is entitled to calculate the institution a percentage mark on top of the Licence fee(s) mentioned in Schedule B in order to reimburse the costs for the provision of Intermediary Services for the benefit of the Institution.

Clause 11: Reporting and Invoicing

- 11.1 The invoice for the Rights of Use to be granted by Publisher to the Institution pursuant to a Licence Agreement will be submitted only to SURFmarket for payment.
- 11.2 Invoices will be submitted no earlier than two months before the start of the period charged. Unless agreed otherwise, invoices will not charge for periods longer than one year.
- 11.3 SURFmarket will effectuate payment to Publisher of the amount of the invoice referred to in sub clause 1 of the present clause within 30 days of receiving the invoice. When paying an invoice, SURFmarket will not be entitled to invoke any discount, deduction, compensation, or postponement whatsoever other than as provided for in this Agreement. SURFmarket will be allowed to pay in instalments.

Clause 12: Delivery of Licensed Material

- 12.1 SURFmarket or Publisher will make Licensed Material available to an Institution subject to the conditions set forth in Schedule C after the Institution has signed the Licence Agreement.
- 12.2 Upon the Institution having signed the Licence Agreement or having stated unconditionally that it agrees to the provisions of the said Licence Agreement, Publisher will provide the Institution with access to the Licensed Material in accordance with the provisions set forth in Schedule D.
- 12.3 Publisher reserves the right to withdraw at any time from the Licensed Material any item or part of an item for which it no longer retains the right to publish and for which the Publisher has been unable to secure the provisions as set out in Schedule D, or any item or part of an item for which the Publisher has reasonable grounds to believe it infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Publisher will give written notice to the Institution of such withdrawal. If the withdrawn material represents more than five per cent (5%) of the Licensed Material the Publisher will make a pro rata refund of part of the Licence Fee to the Institution, taking into account the amount of material withdrawn and the remaining term of this Agreement for Intermediary Services Content.



12.4 SURFmarket shall have complimentary access to the Licensed Material for the purpose of providing information to the Institutions.

Clause 13: Guarantee

- 13.1 Publisher guarantees that, during the term of this Agreement and any renewed term, the Licensed Material (a) shall have the properties specified in the Documentation and (b) shall not contain any security elements other than those specified in the Documentation.
- 13.2 Publisher guarantees that, during the term of this Agreement, it will keep track of user experience regarding the Licensed Material.

Clause 14: Long term preservation and continuous access

14.1 Long term preservation:

Publisher will archive the Licensed Material with the Koninklijke Bibliotheek and Portico.

14.2 Continuous access in case of 'trigger events':

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

- · a catastrophic and sustained failure of the Publisher's delivery platform or
- the Publisher stops operations
- 14.3 Continuous access in case of termination of the Agreement for Intermediary Services Content: In the case of termination of the Agreement for Intermediary Services Content, except when such termination is due to a breach of the Agreement for Intermediary Services Content by SURFmarket, Publisher will provide (at the option ofPublisher) the Institutions and their End Users with continuous access to and use of the Licensed Material which was published and paid for during the term of this and possible preceding Agreements for Intermediary Services between the Publisher and SURFmarket, without charge, either by one or more of the following options:
 - 14.3.1 continued online access to archival copies of the same Licensed Material on the Publishers' server.
 - 14.3.2 granting access to one of the aforementioned accepted e-journal archiving solutions.
- 14.4 Continuous access in case of transfer of a journal title:

Publisher will use commercially reasonable efforts to ensure that any journal transfers are consistent with the Code of Practice of Project Transfer. Publisher will adjust the Licence Fee for the value of the corresponding part of the Licensed Material for the remaining term of the Licence Agreement.

Clause 15: Premature termination or dissolution

- 15.1 Premature termination of this Agreement for Intermediary Services Content by either Party will be possible with immediate effect, without judicial intervention, and without any obligation to pay damages in the following circumstances:
 - 15.1.1 the other Party acts contrary to the arrangements set forth in this Agreement for Intermediary Services Content, including but not restricted to no longer being able to give access to the Licensed Material through Publisher losing the right to allocate Rights of Use;
 - 15.1.2 submission of an application for a suspension of payments by either Party;
 - 15.1.3 insolvency of either Party.



Obligations which by their nature are intended to continue after the termination or dissolution of this Intermediary Agreement for Content will continue after such dissolution.

Clause 16: Termination of the Service

Publisher will cooperate proactively with a responsible transfer and/or responsible termination of the Service and make appropriate arrangements with either the Institutions or a new service provider.

Clause 17: Indivisibility of Agreement for Intermediary Services Content

Should one or more provisions of this Agreement for Intermediary Services Content become invalid or inapplicable, the validity of the other individual provisions and the overall validity of this Agreement for Intermediary Services Content will be unaffected.

The following Appendices form an inseparable part of this Agreement for Intermediary Services Content:

Schedule A: Categories of Institutions
Schedule B: Description Licensed Material, with prices and licence models
Schedule C: Licence Agreement with appendices;
Schedule D: Access and availability Licensed material
Schedule E: Text and Datamining;

In the event of any conflict between the provisions of this Agreement for Intermediary Services Content itself and those of the Appendices, the provisions will prevail in the following order of priority:

Agreement for Intermediary Services Content

Schedule A: Categories of Institutions:

Schedule B: Description of Licensed Material, with prices and licence models;

Schedule C: Licence Agreement with appendices; Schedule D: Access and availability Licensed material Schedule E: Text and Datamining;

Clause 18: General

- Any general terms and conditions of delivery and/or payment and any other general or particular terms and conditions applied by Publisher will not apply and are hereby expressly rejected.
- All notifications made by Parties to one another pursuant to this Agreement for Intermediary Services Content will be made in writing or by e-mail. Oral statements, undertakings, or arrangements will have no legal effect unless confirmed in writing or by e mail.
- 18.3 Each Party will appoint an employee authorized to represent the Party in the context of this Agreement for Intermediary Services Content.
- If Parties agree on new conditions and provisions, these will be considered to replace the conditions and provisions of the present Agreement for Intermediary Services Content and the new conditions and provisions will constitute as the Agreement for Intermediary Services Content.
- 18.5 Any dispute arising between Parties in respect of this Agreement for Intermediary Services Content will be submitted to the competent court in the court district of Utrecht, The Netherlands, for adjudication.



- 18.6 Parties may agree that, in deviation from what is provided in the previous sub clause, a dispute will be made subject to arbitration in accordance with the conditions of the Netherlands Arbitration Institution [Nederlands Arbitrage Instituut] or according to an arbitration agreement (to be drawn up); or that a mutual solution to the dispute be sought by means of mediation in accordance with the rules of the Netherlands Mediation Institution (NMI) (Rotterdam, The Netherlands); or that a binding opinion be requested in respect of the dispute.
- 18.7 In the event of a dispute as referred to in Clause 15.1 of this Agreement, either Party will notify the other Party in writing that such dispute has arisen, giving a concise summary of what the former Party considers to be the subject of said dispute.
- 18.8 This Agreement for Intermediary Services Content and the Licence Agreement that is to be concluded will be subject to Dutch law.

Thus	agreed	and	signed	in	duplicate

in:Utrecht

on April 21th, 2017

SURFmarket B.V.

in: Leiden,

on April 2017

Koninklijke Brill N.V.

Schedule A List of Institutions

Schedule B Description of Content, Licence Models and Licence Fees

Schedule C Model Licence Agreement

Schedule D Access and availability Licensed Material

Schedule E Text and Datamining



Schedule A

Categories of Institutions

Market Area Kingdom of the Netherlands:

- Universities
- Universities of Applied Science ('hogescholen')
- · Designated and various educational institutions
- Large technological Institutions
- Research Institutions
- Institutions affiliated to higher educationLibraries
- Museums

For an up-to-date list, please go to the SURFmarket website (https://www.surf.nl/en/about-surfmarket/about-surfmarket/services-for-insitutions/overview-of-institutions-connected-to-surfmarket.html).



Schedule B

Licensed Material, Types of Licence, and Licence Fees

(amounts exclusive of VAT)

Licensed Material	Category	Licence Fee
Access to Brill Online Journals and Publishing rights for 50 articles in a selected group of journals	Hilmiyarsitias (FHR RH RHG HI HM*)	2017: €132.000 2018: €134.640

^{*)} Access rights only

Explanation of types of Licence Agreement and Licence Fees

In return for paying an annual Licence Fee, the Institution will be granted the User Right for the Licensed Material.

License model: Consortium Licence: Licence model including the right to use content for a (closed) group of institutions:

Conditions

- Brill Online Journals comprises access to all available journals at http://booksandjournals.brillonline.com/ including their backfiles as of 2000 (where available). Open Access publishing rights to a selection of journals will be available as set out above. For detailed lists of all titles available at the start of the agreement see Schedules C-d & C-e;
- 2. The APC for articles in the selection will be €0 for 50 articles in total. Any article above 50 will be charged with an APC of €1.397:
- The Licence Fee is based on the holdings for Licensed Material of the Institution in 2016 and is a provisional
 amount awaiting reconciliation of the individual libraries subscriptions. The definite list of subscriptions will
 be agreed with the individual institution and the total amount may be adjusted accordingly;
- 4. The total amount of payments made by an Institution for subscriptions to the Licensed Material, either directly to Publisher or through agents will be deducted from the total Licence Fee. For this purpose, Publisher will supply SURFmarket with a full list of amounts paid per Institution;
- 5. The licence year for this agreement is set to start on January 1st and expires December 31st;
- If the licence is acquired in the course of a licence year, the Licence Fee will be paid proportionately (per month);
- 7. Prices are in Euro, exclusive of VAT;
- Institutions participating in this Agreement will receive a Deep Discount of 75% of the catalogue price for subscriptions to printed versions of journals or yearbooks that are part of the Licensed Material. Print subscriptions must be ordered directly from Publisher or through an agent;
- 9. Other SURFmarket members can join the Licence Agreement at a fee to be determined by Publisher.



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

Koninklijke Brill NV, with its registered office at Plantijnstraat 2, Leiden, duly represented in this matter by its VP Business Development, referred to hereinafter as "Publisher";

hereinafter jointly referred to as the "Parties";

Whereas:

- Publisher has concluded an agreement regarding the Licensed Material with SURFmarket by (referred to hereinafter as "SURFmarket") on April 2017 with a view to SURFmarket providing the Licence Agreement, access to the Licensed Material, invoicing and collection in respect of Licence Fee for the registered User Rights, all with respect to educational and research institutions and equivalent institutions (referred to hereinafter as "Agreement for Intermediary Services Content");
- Publisher is prepared to grant the Institution a non-exclusive and non-transferable User Right in respect of
 the Licensed Material for its End Users for the period when the present Agreement is valid, under the terms
 and conditions and provisions set forth below. The said User Right also covers the Media associated with the
 Licensed Material:
- Publisher and the Institution are aware that the Licensed Material to be made available to the Institution shall
 remain the property of Publisher or the relevant third party if Publisher is not the owner and that the Media to
 the Licensed Material shall only be provided to the Institution with the intellectual property rights accruing to
 Publisher in respect of the Licensed Material and the said Media and Documentation being retained;
- in making the above mentioned Licensed Material available to End Users, the Institution shall ensure that the said End Users do not infringe the intellectual property rights in respect of the said items.

Declare that they have agreed as follows:

Clause 1: Definitions

- 1.1 Agreement: the present Licence Agreement and its associated Appendices;
- 1.2 Schedule/Appendices: the most recent version (according to the version number and date) of an Schedule/appendices to the Agreement for Intermediary Services Content which, after being initialled by Parties, forms/form part of the Agreement for Intermediary Services Content (and replaces/replace another Schedule or Appendices that may have been agreed on previously);
- 1.3 Authentication: Determination by an Institution of the identity of End User;
- 1.4 Authorisation: the provision of access to online Licensed Material by Publisher;
- 1.5 Course Pack: 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;
- 1.6 End-user: a person appointed or employed by the Institution or otherwise authorised in the context of the Institution's operations, as well as a student, external student, course participant registered with the Institution, who is authorised by the Institution pursuant to the Licence Model concluded by the Institution to acquire Rights of Use in respect of the Licensed Material. End-user includes third parties but solely within the premises of the Institution. Users of a massive open online course (MOOC) are excluded.

SURF MARKET

- 1.7 Intermediary Services: the services to be supplied by SURFmarket on the basis of the present Agreement for Intermediary Services Content, in respect of and relating to the granting and concluding of User Rights between Institutions by SURFmarket and Publisher;
- 1.8 Institution Data: data including, but not exclusively, e-mail delivered, generated, sent, or made visible via Services by or to the Institution or End User. Institution Data includes personal data as defined in the (Dutch) Data Protection Act (Wet bescherming persoonsgegevens) of End Users, and is delivered, generated, sent, or made visible via the Services by or to the Institution or End User.;
- 1.9 Licence Contact Person: the employee designated by an Institution who maintains contact with SURFmarket on behalf of the Institution regarding the Licence Agreement;
- 1.10 Licence Fee: the charge(s) payable for the Licensed Material as agreed by Parties and which are specified in Schedule C-a:
- 1.11 Licensed Material: the material specified in Schedule C-a of which the Institution can acquire User Rights via SURFmarket as intermediary by means of a Licence Agreement;
- 1.12 New Publication: a follow-up version of the Licensed Material provided by Publisher to the Institution;
- 1.13 Rightholder: the holder of the intellectual property rights in respect of the Licensed Material that can set conditions, on an exclusive basis, for the use, duplication and distribution of Licensed Material with one or more specific brands (including trade names), or the party designated by such holder for a particular region or target group of customers that has the exclusive right to allocate the Distribution function requested by SURFmarket to SURFmarket.
- 1.14 Service: the specifications and conditions under which Publisher makes available and will maintain Licensed Material:
- 1.15 User Rights: the right to use the Licensed Material granted to the Institution by Publisher pursuant to article 8 of this Licence Agreement.
- 1.16 Virtual Learning/Research Environment: a system designed to support teaching and learning in an educational and research setting.

Clause 2: Subject of the Agreement

- 2.1 End Users at the Institution shall acquire the User Rights in accordance with clause 8 of this Agreement.
 Use of the Licensed Material shall be permitted solely for non-commercial purposes. Use of the Licensed Material is not subject to any restrictions regarding the number of (simultaneous) End Users;
- 2.2 In the context of use of the Licensed Material, the Institution shall be entitled to use an introductory screen displaying its own logo or the logo of its library when giving access to the Licensed Material;
- 2.3 Unless specified otherwise by the Institution, the Agreement shall take effect on the date it is signed. Before the Agreement takes effect, the text of the Agreement will be made available to the Institution in such a way the Agreement can be stored by the Institution on a durable medium;
- 2.4 Without prejudice to the provisions set out in Clause 10 the Agreement shall terminate on 31 December 2018 or on the date of termination of the Agreement for Intermediary Services Content referred to in the preamble to the Agreement;
- 2.5 The Publisher hereby grants to the Institution, subject to and in accordance with the terms of the Agreement, a non-exclusive licence for the metadata associated with the Licensed Material for use in local library catalogues, union catalogues, and such other library and information systems including but not limited to search machines of the Institution and third parties. The use of metadata by commercial search machines does not constitute commercial use as long as that metadata is not sold, lent, distributed or otherwise re-licensed via that search machine or the access to that metadata on that search machine is exclusively being charged for.

SURF MARKET

Clause 3: Creation of the Agreement

- 3.1 To ensure that Publisher and the Institution honour the User Rights that are to be granted in respect of the Licensed Material, the Institution shall sign the Agreement;
- 3.2 The signature or digital signature of the Institution shall be authentic and shall be set by a representative of the Institution who is authorised to sign.

Clause 4: Intellectual Property Rights

4.1 The intellectual property rights in respect of the Licensed Material and Documentation shall be vested in Publisher.

Clause 5: Licensed Material, Types of Licence, and Licence Fees

- 5.1 On signing this Agreement, the Institution shall indicate which of the Licensed Material, types of Licence Agreement, and Licence Fees specified in <u>Schedule C-a</u> it will use;
- 5.2 The date for establishing the number of students at each Institution shall be based on the most recently available official external figures provided by the Institution to SURFmarket (in the form of annual accounts approved by the auditor's statement).
- 5.3 If Publisher brings New Publications onto the market, Parties shall consult with one another regarding whether the said New Publications are to be included in the Licensed Material pursuant to the Agreement.

Clause 6: Invoicing

6.1 The Institution shall pay the fee for the User Rights, which are granted to it pursuant to Clause 2.1 to SURFmarket, receiving an invoice for that fee from the said party.

Clause 7: Support

- 7.1 Publisher shall provide the Institution with support to enable End Users to make optimum use of the Licensed Material;
- 7.2 The actual nature of the said support shall be in accordance with <u>Schedule C-c</u> attached to this Agreement.

Clause 8: User rights

- 8.1 Publisher grants the Institution and its End Users the following User Rights:
 - searching, loading, calling up on screen, consulting the Licensed Material and/or causing the Licensed Material to function;
 - copying of parts of the Licensed Material to the End User's hard disk and printing parts of the Licensed Material:
 - 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, for the
 End User's personal use only;
 - inclusion, without being required to make any further fair payment, of parts of the Licensed Material in internal electronic or paper publications created as information to assist in educational activities;



- downloading and printing out parts of the Licensed Materials free of charge in Course Packs by members of staff in connection with courses for academic credit and distribute these to the students of the Institution:
- incorporating links to the Licensed Materials as well parts of the Licensed Materials in Course Packs in connection with courses for academic credit free of charge by members of staff to be distributed or made available to the students of the Institution via Virtual Learning Environments or within an e-mail communication:
- offering Course Packs in audio or Braille to students who are in the reasonable opinion of the Institution visually impaired by the Institution;
- The parts of the Licensed Materials used in Course Packs shall carry appropriate acknowledgement of the source, title, author and publisher.
- Authors of articles published by the Publisher are permitted to self-archive the submitted (pre-peer-review) version of the article at any time. The submitted version of an article is the author's version that has not been peer-reviewed, nor had any value added to it by the Publisher (such as formatting or copy editing).
- Authors of articles published by the Publisher are permitted to self-archive the accepted (peer-reviewed) version after an embargo period of 24 months. The accepted version means the version which has been accepted for publication and contains all revisions made after peer reviewing and copy editing, but has not yet been typeset in the publisher's lay-out. The publisher's lay-out must not be used in any repository or on any website.

Clause 9: Prohibited uses

Neither the Institution nor any End User may:

- 9.1 remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;
- 9.2 systematically make print or electronic copies of multiple extracts or make multiple copies of any part of the Licensed Materials for any purpose other than expressly permitted by this License;
- 9.3 prepare derivative works or download, mount or distribute any part of the Licensed Material on any electronic system or network, including without limitation the Internet and the World Wide Web, other than the Secure Network, except where expressly permitted by this License under clause 8.1;
- 9.4 reverse engineer, decompile, alter, abridge or otherwise modify the Licensed Materials or any part of them for any purpose whatsoever, except as expressly provided in this License.

Clause 10: Publisher's permission

The Publisher's explicit written permission must be obtained in order to:

- 10.1 use all or any part of the Licensed Material for any commercial use;
- 10.2 systematically distribute the whole or any part of the Licensed Material to anyone other than End Users;
- 10.3 publish, distribute or make available the Licensed Material, works based on the Licensed Material or works which combine them with any other material, other than as permitted in this License;
- 10.4 alter, abridge, adapt or modify the Licensed Material, except to the extent necessary to make them perceptible on a computer screen or as otherwise permitted in this License, to End Users. For the avoidance of doubt, no alteration of the words or their order is permitted.



Clause 11: Supply of Copies to Other Libraries

11.1 Institutions may supply to an End User of another library within the same country as the Institution, whether by post or fax or secure transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing, for the purposes of research or private study and not for Commercial Use, a single paper copy of an electronic original of a part of a Licensed Material (i.e. a chapter or an article).

Clause 12: Responsibilities

- 12.1 Where possible and where authorised to do so, the Institution shall ensure that End Users observe the obligations that have been made known to them in accordance with the provisions of Clause 2.1. Should it appear that an End User does not comply with some or all of the obligations, the Institution, upon first being requested to do so by Publisher, shall take the measures that can reasonably be expected of it so as as far as possible to cause the said non-compliance or partial non-compliance to cease immediately;
- 12.2 Should Publisher consider it necessary, the Institution with due regard to the restrictions imposed by legislation and/or regulations shall render all assistance to Publisher to enable Publisher to act independently against the End User as referred to in Clause 9.1;
- 12.3 Should it appear during the term of the Agreement that a further agreement is necessary between the Institution and Publisher in order to prevent infringement of Publisher's property rights in respect of the Licensed Material, the Institution shall cooperate in drawing up and signing such agreement. Publisher shall only draw up such an agreement in consultation with the Institution.

Clause 13: Notice of Default

- 13.1 Should the Institution, as evidenced by a statement in this regard by SURFmarket, fail to comply in good time with the payment obligation pursuant to Clause 6.1 of the Agreement, the Institution shall be deemed to be in breach by operation of law;
- 13.2 A breach such as referred to in Clause 9.1 or a situation in which the Institution fails to comply with, fails to comply with completely, or fails to comply properly with any other obligation arising from this Agreement, or acts contrary to such obligation, shall entitle Publisher after Publisher has notified the Institution in writing of the breach, setting a reasonable term for compliance with the relevant obligation to consider the Agreement to have been dissolved, without any further warning being required;

Clause 14: Privacy

- 14.1 Institutions are responsible for the processing of data within the intention of the Data Protection Act. Publisher processes Institution Data and in doing so is required to process Institutions Data in a proper and careful manner. Amongst other things, Publisher is required to process the Institution Data in accordance with the provisions of the Data Protection Act;
- 14.2 Publisher will only process the Institution Data at the behest of and in accordance with the instructions of SURFmarket or the Institution, which will include the provisions of this Agreement for Intermediary Services Content. Publisher may not use the Institution Data for its own purposes;
- 14.3 Unless statutory provisions provide otherwise, Publisher is not entitled, at any time, to utilise some or all of the Institution Data that is made available to the Publisher than for performance of this Agreement for Intermediary Services Content, or to cause it to be so utilised;
- 14.4 Publisher will not allow access third parties to the Institution Data without the consent of SURFmarket or the Institution.



- 14.5 Publisher will process the Institution Data only within the European Union or in a country with an appropriate level of protection.
- 14.6 Publisher will cooperate fully with the Institution to (i) enable parties concerned within the intention of the Data Protection Act to inspect their personal data; (ii) to enable such parties to have personal data deleted or corrected; and/or (iii) to demonstrate to such parties that personal data has been deleted or corrected if it is incorrect or, if the Institution disputes the position adopted by the party concerned, to record that the party concerned considers his/her personal data to be incorrect.

Clause 15: Security

- 15.1 The Licensed material will be provided from Publisher's own location. Publisher is obliged to properly equip said location (or cause it to be equipped) for the provision of the Licensed Material on the basis of the Agreement for Intermediary Services Content and/or the Agreement.
- 15.2 Publisher will take appropriate technical and organisational security measures in order to protect the Institution Data from being lost and from any type of unlawful processing. Taking account of the state of technology and the cost of implementing them, these measures will provide an appropriate level of security in view of the risks associated with such processing and the nature of the data being protected.
- 15.3 Publisher will immediately notify SURFmarket and the Institution regarding any security-related incidents and their potential impact on the processing of Institution Data.
- 15.4 Publisher will only engage subcontractors with which it has concluded a written agreement comprising secrecy and security obligations in accordance with the obligations of the Agreement for Intermediary Services Content.
- 15.5 If an authority requests Publisher to provide Institution Data, Publisher will notify SURFmarket and the Institution to that effect and will enable SURFmarket and/or the Institution to assert its rights. Publisher will limit access to the extent possible.

Clause 16: Termination or Dissolution

16.1 The Institution may terminate the Agreement if sufficient funds are not provided or allotted in future government-approved budgets of the Institution (or reasonably available or expected to become available from other sources at the time the Institution's payment obligation attaches) to permit the Institution, in the exercise of its reasonable administrative discretion, to continue the Agreement.

Clause 17: Scope of Agreement

- 17.1 The provisions and conditions contained in the Agreement and the associated Appendices shall specify the entire agreement between the Parties and shall set aside all previous agreements, whether oral or written, made between the Parties.
- 17.2 Amendments to the Agreement and/or to the Appendices associated with the Agreement and/or additions thereto shall only become legally effective and binding for the Parties when they have been agreed between the Parties in the form of a schedule to be attached to the Agreement, either in writing or electronically.



Clause 18: **Supplementary Provisions**

- The Agreement and the associated Appendices and any supplements thereto shall be governed by Dutch
- Any dispute regarding the creation, interpretation, or implementation of the Agreement, whether legal or 18.2 factual, shall be submitted for adjudication exclusively to the court in Utrecht, The Netherlands that is competent according to the normal rules of competency.
- The Parties may agree that, in deviation from what is provided in Clause 15.2, a dispute within the intention of Clause 15.2 shall be settled by means of arbitration pursuant to an arbitration agreement (to be drawn up) or that a binding opinion shall be requested in respect of the dispute.
- 18.4 A dispute shall be deemed to exist if one of the Parties notifies the other Party to that effect by registered mail.

Thus agreed, drawn up in duplicate	, and signed		
in			
on	_		
<name institution="" of=""></name>	-		
Koninklijke Brill NV	-		

Schedules

- C-a. Licensed Material, Types of Licence, and Licence Fees C-b. Terms and Conditions for Open Access Publishing for Authors C-c. Support
- C-d. Detailed list of Licensed Material with access rights Detailed list of Licensed Material with publishing rights C-e.



Schedule C-a

Licensed Material, Types of Licence, and Licence Fees

(amounts exclusive of VAT)

Licensed Material	Category	Licence Fee
Access to Brill Online Journals and Publishing rights for 50 articles in a selected group of journals	Universities (EUR, RU, RUG, UL, UM²), UU, UVA, UVT, VU, WUR)	2017: €132.000 2018: €134.640

^{*)} Access rights only

Explanation of types of Licence Agreement and Licence Fees

In return for paying an annual Licence Fee, the Institution will be granted the User Right for the Licensed Material.

License model: Consortium Licence: Licence model including the right to use content for a (closed) group of institutions:

Conditions

- Brill Online Journals comprises access to all available journals at http://booksandjournals.brillonline.com/ including their backfiles as of 2000 (where available). Open Access publishing rights to a selection of journals will be available as set out above. For detailed lists of all titles available at the start of the agreement see Schedules C-d & C-e;
- The APC for articles in the selection will be €0 for 50 articles in total. Any article above 50 will be charged with an APC of €1.397;
- 3. The Licence Fee is based on the holdings for Licensed Material of the Institution in 2016 and is a provisional amount awaiting reconciliation of the individual libraries subscriptions. The definite list of subscriptions will be agreed with the individual institution and the total amount may be adjusted accordingly;
- 4. The total amount of payments made by an Institution for subscriptions to the Licensed Material, either directly to Publisher or through agents will be deducted from the total Licence Fee. For this purpose, Publisher will supply SURFmarket with a full list of amounts paid per Institution;
- 5. The licence year for this agreement is set to start on January 1st and expires December 31st;
- If the licence is acquired in the course of a licence year, the Licence Fee will be paid proportionately (per month):
- 7. Prices are in Euro, exclusive of VAT;
- 8. Institutions participating in this Agreement will receive a Deep Discount of 75% of the catalogue price for subscriptions to printed versions of journals or yearbooks that are part of the Licensed Material. Print subscriptions must be ordered directly from Publisher or through an agent;
- 9. Other SURFmarket members can join the Licence Agreement at a fee to be determined by Publisher.



Schedule C-b

Terms and Conditions for Open Access Publishing for Authors

1. Eligible authors

Eligible Authors are defined as teaching and research staff employed by or otherwise accredited to one of the Institutions as well as students enrolled or accredited to one of the Institutions.

In case of articles published by multiple authors, the submitting author will be the Eligible author. The submitting author shall be the author who signs the publishing agreement.

Authors are only eligible once they have signed the then current open access publishing agreement with Publisher. Currently this agreement refers to the Creative Commons Attribution License 4.0 or the Creative Commons Attribution Non-Commercial 4.0 License for a few journals which can be seen here:

https://creativecommons.org/licenses/by/-nc/4.0/legalcode

https://creativecommons.org/licenses/by-nc/4.0/legalcode

2. Eligible Article Types

All article types are included in the service, except for Book Reviews, Announcements, and Short Notes.

3. The parties' obligations

The parties have the following obligations regarding the Open Access Publishing:

- Publisher shall not levy article processing charges directly on Authors who have identified themselves and whose eligibility has been verified;
- Publisher shall list and include the Institutions in the publishing process, enabling Authors to identify themselves as such:
- Articles will be selected for publication in Open Access by default
 - if the email address is part of the list of domain names of the Institutions and the affiliation to the Institution is recognised, or
 - 2. if the author has been identified by ORCID as an Eligible Author;
 - 3. if the overall limit of free Open Access articles for all Institions has not been reached yet.
- The publisher shall provide clear information for authors on the Open Access regulations of this Agreement on the publisher's public website as well as on the submission page for Authors.
- Authors will be deemed Eligible Authors if the email address they provide to the Publisher is part of the list of domain names of the Institutions provided in Appendix 1 or if the Address they provide to the Publisher contains one of more of the common variations provided in Appendix 2.
- If an author has not submitted an article for publishing in open access, the Institution will be able to request the article to be published in open access until twelve months after acceptance, which request wil be granted by the Publisher unless the limit of free Open Access articles has been reached.
- The default is Open Access. When articles are accepted for publishing and the author is given a choice, the Publisher will clearly indicate that Open Access is the default option of the funding body.
- The parties might change this identifying process and amend this Agreement accordingly, when the changes and amendments are agreed by both parties.

SURF MARKET

Appendix 1

Institute	Address of HaA BP-No.	IP Address	Email domain
Association of Dutch			
Universities (VSNU): AMC, Netherlands	AMC, Postbus 22660,1100 DD Amsterdam Zuidoost, The Netherlands		amc.nl, amc.uva.nl
University of Amsterdam, Netherlands	University of Amsterdam P.O. Box 19268, 1000 GG Amsterdam, The Netherlands		uva.nl, acta.nl
Delft University of Technology, Netherlands	Delft University of Technology, Netherlands, PO Box 5, 2600 AA Delft, The Netherlands		tudelft.nl
Erasmus MC, Netherlands	Erasmus MC, Postbus 2040 3000 CA Rotterdam, The Netherlands		erasmusmc.nl
Erasmus University Rotterdam, Netherlands	Erasmus University Rotterdam, P.O. Box 1738 3000 DR Rotterdam The Netherlands		rsm.nl, eur.nl, iss.nl
Eindhoven University of Technology, Netherlands	Eindhoven University of Technology PO Box 513, 5600 MB Eindhoven, The Netherlands		tue.nl
Leiden University, Netherlands	Leiden University, P.O. Box 9500, 2300 RA Leiden, The Netherlands		leidenuniv.nl
LUMC Leiden, Netherlands	Leids Universitair Medisch Centrum (LUMC), P.O. Box 9600, 2300 RC Leiden, The Netherlands		lumc.nl
Maastricht UMC+, Netherlands	Maastricht UMC, Postbus 5800, 6202 AZ Maastricht, The Netherlands		mumc.nl
Maastricht University, Netherlands	Maastricht University, PO Box 616 Maastricht, 6200 MD, The Netherlands		maastrichtuniversity.nl



Open University of The Netherlands, Netherlands	Open University of The Netherlands, P.O. Box 2960, 6401 DL Heerlen, The Netherlands	ou.nl
Radboudumc, Netherlands	Radboud UMC, P.O. Box 9101 , 6500 HB Nijmegen The Netherlands	radboudumc.nl, umcn.nl
Radboud University, Netherlands	Radboud University, PO Box 9102, 6500 HC Nijmegen, The Netherlands	ru.nl
Tilburg University, Netherlands	Tilburg University, PO Box 90153, 5000 LE Tilburg, The Netherlands	ti burguniversity.edu, uvt.nl
UMC Utrecht, Netherlands	UMC Utrecht, PO Box 85500, 3508 GA Utrecht, The Netherlands	umcutrecht.nl
Utrecht University, Netherlands	Utrecht University, P.O. Box 80125, 3508 TC Utrecht, The Netherlands	uu.nl
University of Groningen, Netherlands	University of Groningen, PO Box 72, 9700 AB Groningen, The Netherlands	rug.nl
UMCG, Netherlands	UMCG, PO box 30.001, 9700 RB Groningen, The Netherlands	umcg.nl
University of Twente, Netherlands	Universiteit Twente Bibliotheek & Archief, PO Box 217 Enschede, 7500 AE, The Netherlands	utwente.nl
VU University Amsterdam, Netherlands	VU University Amsterdam, De Boelelaan 1105 Amsterdam, 1081 HV, The Netherlands	vu.nl, acta.nl
Vumc, Netherlands	VU University Medical Center, PO Box 7057, 1007 MB Amsterdam, The Netherlands	vumc.nl
Wageningen University, Netherlands	Wageningen UR B bliotheek, Droevendaalsesteeg 2, 6708 PB Wageningen, The Netherlands	wur.nl



Schedule C-c

Support

Publisher shall provide Institutions with support to enable the End Users specified in this Agreement to make optimum use of the Licensed Material.

The support provided by Publisher shall consist of:

• a helpdesk accessible during office hours;



Schedule C-d

Detailed list of Licensed Material with access rights

Nr	Title	Imprint	ISSN Online
1	Abgadyat	Brill	2213-8609
2	African and Asian Studies	Brill	1569-2108
3	African Diaspora	Brill	1872-5465
4	African Journal of Legal Studies	Brill Nijhoff	1708-7384
5	Al-Bayan: Journal of Qur'an and Hadith Studies	Brill	2232-1969
6	Amph bia-Reptilia	Brill	1568-5381
7	Amsterdamer Beiträge zur Älteren Germanistik	Brill Rodopi	1875-6719
8	Ancient Civilizations from Scythia to Siberia	Brill	1570-0577
9	Animal Biology	Brill	1570-7563
10	Annali, Sezione Orientale	Brill	2468-5631
11	Arab Law Quarterly	Brill	1573-0255
12	Arabica	Brill	1570-0585
13	Aramaic Studies	Brill	1745-5227
14	Archive for the Psychology of Religion/Archiv für Religionspsychologie	Brill	1573-6121
15	Aries	Brill	1570-0593
16	Art & Perception	Brill	2213-4913
17	Asian Diasporic Visual Cultures and the Americas	Brill	2352-3085
18	Asian Journal of Social Science	Brill	1568-5314
19	Asian Medicine	Brill	1573-4218
20	Asia-Pacific Journal of Ocean Law and Policy	Brill Nijhoff	2451-9391
21	Asia-Pacific Journal on Human Rights and the Law	Brill Nijhoff	1571-8158
22	Asiascape: Digital Asia	Brill	2214-2312
23	Behaviour	Brill	1568-539X
24	Biblical Interpretation	Brill	1568-5152
25	Bijdragen tot de Land-, Taal- en Volkenkunde	Brill	2213-4379
26	Brill Research Perspectives in Art and Law	Brill	2648-4309
27	Brill Research Perspectives in Biblical Interpretation	Brill	2405-7657
28	Brill Research Perspectives in China Law and Society	Brill	2451-8522
29	Brill Research Perspectives in Comparative Discrimination Law	Brill	2452-2031
30	Brill Research Perspectives in Critical Theory	Brill	2451-9529
31	Brill Research Perspectives in Diplomacy and Foreign Policy	Brill	2405-6006
32	Brill Research Perspectives in Family Law in a Global Society	Brill	2405-8386
33	Brill Research Perspectives in Governance and Public Policy in China	Brill	2451-9227
34	Brill Research Perspectives in International Banking and Securities Law	Brill	2405-6936
35	Brill Research Perspectives in International Investment Law and Arbitration	Brill	2405-5778
	Brill Research Perspectives in International Legal Theory and Practice	Brill	2452-2058
37	Brill Research Perspectives in International Water Law	Brill	2352-9369
38	Brill Research Perspectives in Law and Religion	Brill	2468-2993
39	Brill Research Perspectives in Multilingualism and Second Language Acquisition	Brill	2352-877x
40	Brill Research Perspectives in Religion and Art	Brill	TBA
41	Brill Research Perspectives in Southeast European History	Brill	2468-5569
42	Brill Research Perspectives in the Law of the Sea	Brill	2451-9359
43	Brill Research Perspectives in Theology	Brill	2468-3493
44	Brill Research Perspectives in Transnational Crime	Brill	2468-0931
45	Brill's Journal of Afroasiatic Languages and Linguistics	Brill	1877-6930
46	Bulletin of Chinese Linguistics	Brill	2405-478X
47	Cahiers de Linguistique Asie Orientale	Brill	1960-6028



Nr	Title	Imprint	ISSN Online
48	Canadian-American Slavic Studies	Brill	2210-2396
49	Central Asian Affairs	Brill	2214-2290
50	China Nonprofit Review, The	Brill	1876-5149
51	Chinese Journal of Environmental Law	Brill Nijhoff	2468-6042
52	Chinese Journal of Global Governance, The	Brill Nijhoff	2352-5207
53	Church History and Religious Culture	Brill	1871-2428
54	Climate Law	Brill Nijhoff	1878-6561
55	Cognitive Semantics	Brill	2352-6416
56	Comparative Sociology	Brill	1569-1330
57	Contemporary Pragmatism	Brill Rodopi	1875-8185
58	Crustaceana	Brill	1568-5403
59	Culture and Dialogue	Brill	2468-3949
60	Danish Yearbook of Philosophy	Brill	2468-9300
61	Daphnis	Brill Rodopi	1879-6583
62	Dead Sea Discoveries	Brill	1568-5179
63	Dostoevsky Journal: An Independent Review, The	Brill	2375-2122
64	Early Science and Medicine	Brill	1573-3823
65	East Asian Publishing and Society	Brill	2210-6286
66	East Central Europe	Brill	1876-3308
67	Ecclesial Practices	Brill	2214-4417
68	Ecclesiology	Brill	1745-5316
69	Endowment Studies	Brill	2468-5968
70	Erasmus Studies	Brill	1874-9275
71	Erudition and the Republic of Letters	Brill	2405-5069
72	Eurasian Studies	Brill	2468-5623
			2213-4514
73	European Journal of Comparative Law and Governance	Brill Nijhoff	
74	European Journal of Crime, Criminal Law and Criminal Justice	Brill Nijhoff	1571-8174
75	European Journal of Llas III Las III L	Brill	1570-0615
76	European Journal of Health Law	Brill Nijhoff	1571-8093
77	European Journal of Jewish Studies	Brill	1872-471X
78	European Journal of Migration and Law	Brill Nijhoff	1571-8166
79	Exchange	Brill	1572-543X
80	Experiment	Brill	2211-730X
81	Explorations in Renaissance Culture	Brill	2352-6963
	Fascism	Brill	2211-6257
83	Frontiers of Economics in China	Brill	1673-3568
84	Frontiers of History in China	Brill	1673-3525
85	Frontiers of Law in China	Brill	1673-3541
86	Frontiers of Literary Studies in China	Brill	1673-7423
87	Frontiers of Philosophy in China	Brill	1673-355X
88	Global Journal of Comparative Law	Brill Nijhoff	2211-906x
89	Global Respons bility to Protect	Brill Nijhoff	1875-984X
90	Gnosis: Journal of Gnostic Studies	Brill	2451-859X
91	Grazer Philosophische Studien	Brill Rodopi	1875-6735
92	Greek and Roman Musical Studies	Brill	2212-9758
93	Grotiana	Brill	1876-0759
94	Hague Journal of Diplomacy, The	Brill Nijhoff	1871-191X
95	Hawwa	Brill	1569-2086
96	Historical Materialism	Brill	1569-206X
97	Hobbes Studies	Brill	1875-0257
98	Horizons in Biblical Theology	Brill	1871-2207
99	IAWA Journal	Brill	2294-1932

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100	Images	Brill	1871-8000
101	Indo-European Linguistics	Brill	2212-5892
102	Indo-Iranian Journal	Brill	1572-8536
103	Inner Asia	Brill	2210-5018
Nr	Title	Imprint	ISSN Online
104	Insect Systematics & Evolution	Brill	1876-312X
105	Intellectual History of the Islamicate World	Brill	2212-943X
106	International Community Law Review	Brill Nijhoff	1871-9732
107	International Criminal Law Review	Brill Nijhoff	1571-8123
108	International Human Rights Law Review	Brill Nijhoff	2213-1035
109	International Journal for the Study of Skepticism	Brill	2210-5700
110	International Journal of Children's Rights, The	Brill Nijhoff	1571-8182
111	International Journal of Chinese Education	Brill	2212-5868
112	International Journal of Military History and Historiography (continuation of The International Bibliography of Military History)	Brill	2468-3302
113	International Journal of Public Theology	Brill	1569-7320
114	International Journal of the Platonic Tradition	Brill	1872-5473
115	International Journal of Marine and Coastal Law, The	Brill Nijhoff	1571-8085
116	International Journal on Minority and Group Rights	Brill Nijhoff	1571-8115
117	International Labor Rights Case Law	Brill Nijhoff	2405-6901
118	International Negotiation	Brill Nijhoff	1571-8069
119	International Organizations Law Review	Brill Nijhoff	1572-3747
120	International Review of Pragmatics	Brill	1877-3109
121	Iran and the Caucasus	Brill	1573-384X
122	Islamic Africa	Brill	2154-0993
123	Islamic Law and Society	Brill	1568-5195
124	Journal for European Environmental & Planning Law	Brill Nijhoff	1876-0104
125	Journal for the Study of Judaism	Brill	1570-0631
126	Journal for the Study of the Historical Jesus	Brill	1745-5197
127	Journal of Abbasid Studies	Brill	2214-2371
128	Journal of African Archeology	Brill	2191-5784
129	Journal of African Military History	Brill	2468-0966
130	Journal of American-East Asian Relations	Brill	1876-5610
131	Journal of Ancient Near Eastern Religions	Brill	1569-2124
132	Journal of Arabic Literature	Brill	1570-064X
133	Journal of Chinese Humanities	Brill	2352-1341
134	Journal of Chinese Military History	Brill	2212-7453
135	Journal of Chinese Overseas	Brill	1793-2548
136	Journal of Cognition & Culture	Brill	1568-5373
137	Journal of Early American History	Brill	1877-0703
138	Journal of Early Modern History	Brill	1570-0658
139	Journal of Egyptian History	Brill	1874-1665
140	Journal of Empirical Theology	Brill	1570-9256
141	Journal of Global Slavery	Brill	2405-836x
142	Journal of Greek Linguistics	Brill	1569-9846
143	Journal of International Humanitarian Legal Studies	Brill Nijhoff	1878-1527
144	Journal of International Peacekeeping	Brill Nijhoff	1875-4112
145	Journal of Islamic Ethics	Brill	2468-5542
146	Journal of Islamic Manuscripts	Brill	1878-464X
147	Journal of Japonism	Brill	2405-4992
148	Journal of Jesuit Studies	Brill	2214-1332
149	Journal of Jewish Languages	Brill	2213-4638
150	Journal of Jewish Thought and Philosophy, The	Brill	1477-285X

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- The Publisher agrees to use all best efforts to comply with the W3C Standard (http://www.w3.org/WAI/Resources/?#in).
- The Publisher agrees to inform SURFmarket and the Institutions once a year of the dark archives that the Publisher uses for the deposit of its content in the event of a force majeure or if the publisher ceases to exist.
- The Publisher agrees to use all best efforts to comply with the Code of Project Transfer relating to the transfer of titles between publishers (http://www.niso.org/apps/group-public/download.php/14411/rp-24-2015 Transfer.pdf).
- The Publisher agrees to comply with the ONIX standard for machine readable licences (http://www.editeur.org/onix_licensing.html).
- Publisher will be responsible and accountable for the quality of access and availability of the Licensed Material.
- Publisher shall ensure the presence of an effective search engine, suitable for use by a broad public, which is
 able to produce a complete search and selection result for each search. Publisher accepts no responsibility for
 the completeness of the result.
- Publisher will use all best efforts to make the content available for reading on mobile devices, according to the standards of W3C (http://www.w3.org/2011/02/mobile-web-app-state.html).



- Publisher shall be permitted to alter the structure of the Licensed Material and the search engine. If it intends
 making such alteration, Publisher shall inform SURFmarket at least ten (10) working days beforehand. Such
 alteration or alterations must not have a negative influence on the user interface or the search results.
- Publisher shall provide an annual list of changes made to the Licensed Material. The said list of changes shall be explicitly included in any annual evaluation of the Licensed Material by the Institutions.
- Unless separately agreed, Publisher shall not be permitted to include third-party advertising in the Licensed
 Material or in the context of providing the Licensed Material. Publisher shall be permitted to display a "banner"
 on parts of the Licensed Material specifying the publications from which specific portions are taken. Publisher
 shall be permitted to create a link to the websites of the providers of the said publications on condition that
 those websites do not contain frame killers.



Schedule E

Text and Datamining

Definitions

"Text and Data Mining" means to perform extensive automated searches of Content, including data embodied therein, images, figures, interactive content and videos, the sorting, parsing, addition or removal of linguistic structures, and the selection and inclusion of Content into an index or database for purposes of classification or recognition of relations and associations.

"TDM Output" means the result of any Text and Data Mining activity or operation, capable of fixation, reproduction and/or communication in any form, including without limitation the creation of an index, reference, abstract, relative or absolute description or representation of Content, an algorithm, formula, metrics, method, standard or taxonomy describing or based on Content, a relational expression or measurement, whether scalable or not, of Content, extraction, alternative representation or translation, expression or discussion of any extracts from mined Content, whether in the form of a direct extraction or a representation in any form which is based on Content.

1. Licensed uses: TDM

The Institution and the End Users may use all of the Content under this License Agreement, at no additional cost, in the course and for the purpose of research:

- (a) for Text and Data Mining (TDM) by carrying out the following activities: download, extract and index information from the Content to which the Institution has access under this License Agreement. Where required, mount, load and integrate the results on a server used for the Institution's text-mining system to evaluate and interpret the TDM Output.
- (b) store electronic copies of the Content on its computer or server as necessary solely to ensure efficient use on a TDM project.
- (c) use TDM Output as part of original research solely carried out by its End Users and describe or otherwise reproduce extracts and quotations from TDM Output as part of original works of authorship, e.g. research reports, research papers and research articles. Where Content is embodied, quoted or referred to, or where bibliographic metadata of Content is displayed, it should be accompanied by a DOI link that points back to the individual full text item of Content.
- (d) make the results of any TDM Output available on an externally facing server or website as long as this inclusion consists of a limited number of lines of query-dependent text of individual full text items of Content (e.g. extracts from articles or book chapters).

2. Prohibited uses relating to Content and TDM Output

- (a) Subject to clause 1 above and unless agreed by separate written agreement, the Institution and the End Users may not engage in activities listed under (b.1 to b.3).
- (b.1) allow a third party to harvest any TDM Output, included but not limited to transfer the TDM Output to an internal server
- (b.2) remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the content;
- (b.3) systematically reproduce, retain or redistribute the Licensed Material.
- (c) This clause 2, as well as the restrictions in sub-clause 1(c) to 1(d) shall remain effective and survive termination of this License Agreement, howsoever arising.

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3. Security, Grant of Access Rights, Formats and Delivery Mechanisms

The Publisher and the Institution agree to the following access protocols:

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- (a) The Institution shall ensure compliance with the Publisher's usage policies and/or instructions, including security and technical access requirements. TDM may be undertaken on either locally loaded Licensed Material or as mutually agreed.
- (b) The Publisher may require the Institution and the End Users to adhere to the Publisher's policies and/or instructions referred to in clause 3(a) above in carrying out any TDM activities, including, without limitation, in scheduling and staggering them over time.
- (c) The Publisher does not give any warranty or assurance as to the suitability or availability of the Publisher's electronic servers and systems for carrying out TDM or extracting TDM Output, nor as to the completeness or accuracy of any downloaded materials.

4. Breach and Termination

- (a) Breach: In addition to any contractual rights and remedies under the applicable law, the Publisher shall retain the right to deny access to any Licensed Material where the Institution is in breach of any of the conditions of this License Agreement relating to TDM and also to charge the Institution any subscription fee that would have been payable to the Publisher, had the use in question been agreed.
- (b) Termination: Removal of locally-loaded copies of Licensed Material: Upon termination of any TDM grant of rights under clause 4(a) above, the Institution shall procure the destruction of any copies of the Licensed Material if locally loaded for purposes of TDM. No later than 30 days after termination, the Institution shall provide the Publisher with a certificate of destruction signed by an authorized officer of the Institution.