MARKET SURF

The undersigned

SURFmarket B.V., 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

Emerald Group Publishing Ltd, with its registered office at Howard House, Wagon Lane, Bingley BD16 1WA, United Kingdom, duly represented in this matter by its Sales Director, Shariq Mumtaz, referred to hereinafter as "Publisher";

hereinafter jointly referred to as the "Parties";

Whereas:

- Institutions wish to acquire Rights of Use in respect of the Licensed Material provided by Publisher;
- 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 Rights of Use for Licensed Material on the one hand and Institutions for their Users on the other;
- said Intermediary Services relate to the creation of Licence Agreements between Publisher and Institutions;
- SURFmarket makes arrangements with Publishers regarding discounts, prices for said Rights of Use, 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 Rights of Use in respect of the Licensed Material and SURFmarket is prepared to perform the Services specified in this Agreement for Intermediary Services Content;
- SURFmarket offers the SURFconext service so as to make the Licensed Material available to Institutions in the manner described at https://www.surf.nl/en/services-and-products/surfconext/what-issurfconext/index.html
- 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:

Definitions Clause 1:

- Authentication: Determination by an Institution connected to SURFconext of the identity of End-user, 1.1 whether or not including the Institution to which End-user belongs.
- 1.2 Authorisation: the provision of access to online Licensed Material by Publisher.
- Agreement: the Agreement for Intermediary Services (Licensed Material) and its associated Schedules. 1.3
- Contact Persons: the employees of the Institutions appointed by the Institutions who will maintain contact 1.4 with SURFmarket in respect of this Agreement.
- 1.5 Creative Commons License: one of the several public copyright licences that enable the free distribution of an otherwise 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.

Initials SURFmarket **Initials Publisher**

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- 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 include third parties but solely within the premises of the Institution.
- 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 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 SURFconext: the service from and described on the website of SURFnet that offers Publisher a set of arrangements and a technical infrastructure (otherwise than on the basis of an IP address) for identification, authentication, authorisation, and logging with a view to the provision of access to Licensed Material in the form of information or services for End-users.
- 1.23 SURFnet, the sister organization of Surf Market Institutions that connects Publishers to SURFconext.
- 1.24 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 through either SURFconext or via IP ranges for Institutes not yet connected to SURFconext. For the latter variant SURFmarket delivers the IP ranges of Institutes 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 1st of January 2019 and consequently ending on 31st of December 2020.

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 Users.
- 4.3 The Licensed Material will be made available by Publisher via SURFconext. When Publisher will not be using SURFconext to make available Licensed materials SURFmarket shall provide the Institutions' IP ranges to ensure access to the Licensed Material.

Clause 5: Performance SURFmarket

- 5.1 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.
- 5.2 SURFmarket will provide Intermediary Services in respect of the Licensed Material, types of Licence Agreements, and Licence Fees specified in Schedule B.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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 Users (including potential Institutions, and its Users) on the basis of statements or actions on the part of SURFmarket.
- 5.7 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 6: Creation of Licence Agreements

6.1 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.



- 6.2 SURFmarket will ensure that the Institution accepts that concluding the Licence Agreement digitally has the same validity as a written signature and will send the Publisher a copy of the signed Licence and/or information regarding the Institutions that have signed a Licence Agreement on request.
- 6.3 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 7: Limitation of Liability

7.1 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 8: Intellectual Property Rights

- 8.1 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.
- 8.2 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 up to a limit of GBP3 million.
- 8.3 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. This provision also applies to designs, materials, and documentation that form the basis for SURFconext, SURFnet, and its network.
- 8.4 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.
- 8.5 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.
- 8.6 SURFmarket will be entitled to refer to itself in respect of the Licensed Material as an authorised intermediary of Publisher.
- 8.7 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.
- 8.8 Publisher will respect the (intellectual) property rights respecting designs, materials and documentation that underlie SURFconext.

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Clause 9: Licensed Material, Licence models and Licence Fees

9.1 SURFmarket will provide the Intermediary Services regarding allocation of Rights of Use on the basis of four (4) preferred license 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.

Clause 10: Reporting and Invoicing

- 10.1 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.
- 10.2 Based on the reporting by SURFmarket, Publisher will send the invoice for the License Agreements of the Institutions to SURFmarket for payment. Unless agreed otherwise, invoices will not charge for periods longer than one year.
- 10.3 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.
- 10.4 Should SURFmarket fail to effectuate payment of the amount owing to Publisher on time, Publisher will give SURFmarket written notice of default, granting SURFmarket a reasonable period in which to comply with its payment obligation. Upon that period expiring, SURFmarket will be deemed to be in default by operation of law. Publisher will be entitled to charge the then applicable rate of statutory interest on any payment that is not paid on time. Said interest will be calculated from the day on which SURFmarket legally fell into default until the day on which the amount owing is received.

Clause 11: Delivery of Licensed Material

- 11.1 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.
- 11.2 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.
- 11.3 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 ten per cent (10%) 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.
- 11.4 SURFmarket shall have complimentary access to the Licensed Material for the purpose of providing information to the Institutions.

Clause 12: Guarantee

- 12.1 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) and shall not contain any security elements other than those specified in the Documentation.
- 12.2 Publisher guarantees that, during the term of this Agreement, it will keep track of user experience regarding the Licensed Material and will, if necessary, provide changes or additions to the Licensed Material by means of New Publications.

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Clause 13: Long term preservation and continuous access

13.1 Long term preservation:

Publisher will archive the Licensed Material in the established e-journal archiving initiatives LOCKKS and PORTICO.

- 13.2 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, or
 - the Publisher ceases to publish a title, or
 - the Publisher no longer offers back issues.
- 13.3 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 of SURFmarket) the Institutions and its 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:
 - 13.3.1 continued online access to archival copies of the same Licensed Material on the Publishers' server;
 - 13.3.2 granting access to one of the aforementioned accepted e-journal archiving solutions;
 - 13.3.3 supplying archival copies of the same Licensed Material to a archiving facility shared by more Institutions;
 - 13.3.4 supplying archival copies of the same Licensed Material to an Institution to be uploaded to the protected network of the Institution.
- 13.4 Continuous access in case of transfer of a journal title:

In the case when a journal title moves between publishers and access to the journal title is no longer supported by Publisher, 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, via PORTICO and/or LOCKSS, for Intermediary Services between the Publisher and SURFmarket. The Publisher will use reasonable endeavors to legally bind any receiving Publisher of the journal title not to remove content that was previously deposited in accordance with the archiving arrangements even if the receiving publisher will not be continuing to deposit content in the archive. Publisher will use reasonable endeavors to legally bind the receiving Publisher to continue the existing archiving arrangements for the journal title after the effective date of transfer of the journal title. 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 14: Premature termination or dissolution

- 14.1 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:
 - 14.1.1 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;

Agreement for Intermediary Services Content Emerald 2019-2020

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- 14.1.2 submission of an application for a suspension of payments by either Party;
- 14.1.3 insolvency of either Party.
- 14.2 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 15: Termination of the Service

- 15.1 Publisher will cooperate proactively with a responsible transfer and/or responsible termination of the Service.
- 15.2 Publisher will enable the Institutions, for a reasonable period of at least two (2) months, to transfer Institution Data to a different provider at the rates and on the conditions of this Agreement for Intermediary Services Content.
- 15.3 After a period agreed between Parties, Publisher will delete the Institution Data and will return all confidential information to the Institution or delete it. After the transfer or deletion of the Institution Data, Parties will adopt a delivery protocol that specifies, but not exclusively, the Institution Data that has been transferred or deleted.

Clause 16: Indivisibility of Agreement for Intermediary Services Content

16.1 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: Open Access;
- Schedule F: 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: Open Access;
- Schedule F: Text and Datamining.

Clause 17: General

- 17.1 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.
- 17.2 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.
- 17.3 Each Party will appoint an employee authorised to represent the Party in the context of this Agreement for Intermediary Services Content.

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17.4 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.

- 17.5 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.
- 17.6 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 Institute [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 Institute (NMI) (Rotterdam, The Netherlands); or that a binding opinion be requested in respect of the dispute.
- 17.7 In the event of a dispute as referred to in Clause 14.1 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.
- 17.8 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:	cout	_
on: 8	eban ay 2019	
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Jan Bakker	7/	
SURFmarket	Docusigned by: Shariq, Mumtar	_
in:1	4 February 2019	)
on:		

Shariq Mumtaz Emerald Group Publishing Ltd

Schedule A: Categories of Institutions;

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

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- Schedule C: Licence Agreement with appendices;
- Schedule D: Access and availability Licensed Material;
- Schedule E: Open Access;
- Schedule F: Text and Datamining.

Agreement for Intermediary Services Content Emerald 2019-2020





#### Schedule A

#### **Categories of Institutions**

#### Market Area Kingdom of the Netherlands:

- Universities .
- Universities of Applied Sciences ('hogescholen') ٠
- Designated and various Educational Institutions Large Technological Institutions Research Institutions ٠
- •
- •
- Institutions affiliated to Higher Education •
- Libraries

#### Schedule B

Description of Licensed Material, with prices and licence models

eJournal Databases	University		Hoges	school
	2019	2020	2019	2020
EM 120 or Pick 4 Management Collections	€12.035	€12.456	€8.423	€8.718
EM 175 or Pick 5 Management Collections	€17.734	€18.355	€13.300	€13.766
EM 200 or Pick 6 Management Collections	€18.486	€19.133	€14.135	€14.630
EMAN (9 Management Collections)	€21.188	€21.930	€ 15.890	€16.446
ECT Collection (new collection)	€18.309	€18.950	€9.732	€10.073
EM Premier	€24.303	€25.154	€17.822	€18.446

Emerald Management Subject Collections	University		Hogeschool	
	2019	2020	2019	2020
Accounting, Finance & Economics	€4.752	€4.918	€3.563	€3.688
Business, Management & Strategy	€5.464	€ 5.655	€4.097	€4.240
HR, Learning & Organizational Studies	€3.562	€3.687	€2.671	€2.764
Marketing	€2.596	€2.687	€1.945	€2.013
Information & Knowledge Management	€2.596	€2.687	€1.945	€2.013
Operations, Logistics & Quality	€2.969	€3.073	€2.226	€2.304
Property Management & Built Environment	€4.543	€4.702	€3.407	€3.526
Public Policy & Environmental Management	€2.596	€2.687	€1.945	€2.013
Tourism & Hospitality	€2.337	€2.419	€1.752	€1.813

Emerald Specialist Subject Collections	University		Hogeschool	
	2019	2020	2019	2020
Engineering	€2.596	€2.686	€1.945	€2.013
Health & Social Care	€4.515	€4.673	€3.384	€3.502
Education	€2.466	€2.553	€1.849	€1.914
Library & Information Studies	€2.596	€2.686	€1.945	€2.013

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Pick & Mix Hogescholen	2019	2020
25 Journals	€2.039	€2.110
50 Journals	€4.078	€4.221
75 Journals	€6.117	€6.331
100 Journals	€8.155	€8.440

Public Libraries	2019	2020
Library Studies	€1.781	€1.843
Information & Knowledge Management	€1.781	€1.843
Both collections	€3.206	€3.318

eCases	University		Hogeschool	
ecases	2019	2020	2019	2020
The Case Journal	€1.686	€1.745	€1.558	€1.613
Emerging Market Case Studies	€4.283	€4.433	€2.998	€3.103
The Case Collection	€10.542	€10.911	€9.467	€9.798

Emerald BME and SS eBook Collection	University		Hoges	school
Purchase	2019	2020	2019	2020
Business, Management & Economics Frontlist (current year)	€9.509	€ 10.565	€6.915	€7.684
Business, Management & Economics Recent Backlist (previous 5 years)	€18.227	€21.168	€13.252	€15.395
Business Management & Economics Full Backlist (to 1991)	€36.539	€41.066	€26.574	€29.865
Social Sciences Frontlist (current year)	€8.452	€10.565	€6.147	€7.684
Social Sciences Recent Backlist (previous 5 years)	€12.119	€15.415	€8.814	€11.211
Social Sciences Full Backlist (to 1999)	€21.402	€25.921	€15.564	€19.077

Management Collection Bookfiles (up to 2006)	University		Hogeschool	
Management Collection Backfiles (up to 2006)	2019	2020	2019	2020
Accounting, Finance & Economics (8923 articles)	€3.025	€3.025	€3.025	€3.025
Business, Management & Strategy (15,098 articles)	€5.118	€5.118	€5.118	€5.118
HR, Learning & Organizational Studies (13,468 articles)	€4.566	€4.566	€4.566	€4.566

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Marketing (8093 articles)	€2.744	€2.744	€2.744	€2.744
Information & Knowledge Management (6273 articles)	€2.127	€2.127	€2.127	€2.127
Operations, Logistics & Quality (8278 articles)	€2.806	€2.806	€2.806	€2.806
Property Management & Built Environment (3763 articles)	€1.276	€1.276	€1.276	€1.276
Public Policy & Environmental Management (4686 articles)	€1.589	€1.589	€1.589	€1.589
Tourism & Hospitality (2046 articles)	€694	€694	€694	€694

Specialist Collection Backfiles (up to 2006)	University		Hogeschool	
Specialist Collection Backfiles (up to 2006)	2019	2020	2019	2020
Engineering (27,517 articles)	€9.328	€9.328	€9.328	€9.328
Education (7456 articles)	€2.528	€2.528	€2.528	€2.528
Health & Social Care (7060 articles)	€2.393	€2.393	€2.393	€2.393
Library & Information Studies (16,360 articles)	€5.546	€5.546	€5.546	€5.546
Emerald Premier (full archive - 129,021 articles)	€36.448	€36.448	€36.448	€36.448

#### Explanation of types of Licence Agreement and Licence Fees

In return for paying an annual Licence Fee, the Institution will be granted the Usage Right for the Licensed Material purchased and paid for during the term of this Licence.

The Licence Agreements may include licences based on four preferences, specifically on education tailored licensing models:

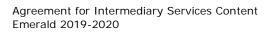
• Campus Licence: for the whole institution

#### Conditions

- Emerald Journals comprises access to all available journals / databases and e-books at <u>http://www.emeraldinsight.com/</u>. For a detailed list of all products available at the start of the agreement see Schedule C-b;
- 2. The licence year for this agreement is set to start on January 1st and expires December 31st;
- 3. The Licence Fees for 2020 will increase by a percentage of 3,5%; some products have steady prices;
- 4. Prices are in Euro, exclusive of VAT;
- 5. Other SURFmarket members can join the Licence Agreement at a fee to be determined by Publisher;
- 6. If the licence is acquired in the course of a licence year, the Licence Fee will be paid proportionately (per month);



Submitting Authors who are affiliated to a UKB Institution and who gualify as Eligible Authors according to 7. the conditions set out in Attachment C-b are allowed to publish their articles in open access in the journals to which their Institutions subscribe to and at no direct costs to them, up to the maximum aggregate numbers of articles agreed between Publisher and SURFmarket. The total number of free OA articles for all institutions for 2019 is 55 and for 2020 57. One extra free OA article per year per UKB institution can be published on the EOR Emerald Open Research platform, which will support open peer review and will be used as of 2019. Publisher will notify a Submitting Author if the maximum number of Open Access articles has been reached and, if the author choses to proceed, an Article Processing Charge will be payable (see http://www.emeraldgrouppublishing.com/authors/writing/author_rights.htm for more information).



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#### Schedule C

#### Licence Agreement with appendices

#### The undersigned:

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

and

<u>Emerald Group Publishing Ltd</u>, with its registered office at Howard House, Wagon Lane, Bingley BD16 1WA, United Kingdom, duly represented in this matter by its Sales Director, Shariq Mumtaz, referred to hereinafter as "Publisher";

hereinafter jointly referred to as the "Parties";

#### Whereas:

- Publisher has concluded an agreement regarding the Licensed Material with SURFmarket B.V. (referred to hereinafter as "SURFmarket") on January 2019 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 Rights of Use, 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 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 Users, the Institution shall ensure that the said 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 a Schedule/Appendices to the Agreement for Intermediary Services Content which, after being initialed 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 connected to SURFconext of the identity of User, whether or not including the Institution to which User belongs.
- 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 or formerly employed and retired by the Institution or otherwise authorised in the context of the Institution's operations, as well as a student, external student, course participant registered with the Institution, who is authorised by the Institution pursuant to the Licence Model concluded by the Institution to acquire Rights of Use in respect of the Licensed Material. End-user include third parties solely within the premises of the Institutions.
- 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 Rights of Use 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 User. Institution Data includes personal data as defined in the (Dutch) Data Protection Act (Wet bescherming persoonsgegevens) of Users, and is delivered, generated, sent, or made visible via the Services by or to the Institution or 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 set out at Schedule C-b as agreed by Parties is set out in Schedule C-a.
- 1.11 Licensed Material: the material specified in Schedule C-a of which the Institution can acquire Rights of Use 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 Rights of Use: the rights granted to an Institution by Publisher to use Licensed Material for a specified period and for an explicitly specified target group (Users or the Institution itself).
- 1.14 Rightsholder: 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.
- 1.15 Service: the specifications and conditions under which Publisher makes available and will maintain Licensed Material.
- 1.16 SURFconext: a collaboration infrastructure that connects a number of basic building blocks for online collaboration on the basis of open standards as described at: <u>https://www.surf.nl/en/services-and-products/surfconext/index.html</u>.
- 1.17 SURFnet: the sister organization of SURFmarket that connects Institutions to SURFconext.
- 1.18 User: End-user and Guest User.
- 1.19 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 Users at the Institution shall acquire the Rights of Use regarding the Licensed Material in accordance with the provisions of the Agreement if the use made of the Licensed Material takes place manifestly in the interest of the educational activities and/or research carried out by the Institution. Use of the Licensed Material shall be permitted solely for non-commercial purposes. Use of the Licensed Material is not subject to any restrictions regarding the number of (simultaneous) 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 that 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 2020 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 bibliographic 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 bibliographic 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 bibliographic metadata on that search machine is exclusively being charged for.

#### Clause 3: Creation of the Agreement

- 3.1 To ensure that Publisher and the Institution honour the Rights of Use 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 auditors or 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: Open Access Publishing

- 6.1 Submitting Authors who are affiliated to a UKB Institution and who qualify as Eligible Authors according to the conditions set out in Attachment C-b are allowed to publish their articles in open access in the journals to which their Institutions subscribe to and at no direct costs to them, up to the maximum aggregate numbers of articles agreed between Publisher and SURFmarket. The total number of free OA articles for all institutions for 2019 is 55 and for 2020 57. One extra free OA article per institute per year can be published on the EOR Emerald Open Research platform, which will support open peer review and will be used as of 2019. Publisher will notify a Submitting Author if the maximum number of Open Access articles has been reached and, if the author choses to proceed, an Article Processing Charge will be payable (see www.emeraldgrouppublishing.com/authors/writing/author_rights.htm for more information). APC's will be charged directly to the Author and not to SURFmarket.
- 6.2 The applicable open access publishing terms and conditions are covered in Attachment C-b ("Open Access Publishing").

- 6.3 Articles are made available under the Creative Commons Attribution License 4.0 or the Creative Commons Attribution Non-Commercial 4.0 License. There is a zero embargo policy across all journals to support Emerald's Green Open Access policy.
- 6.4 Publisher will deliver to SURFmarket a quarterly report of the articles that have been published in Open Access in hybrid journals or fully open access 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; print ISSN; OA license applied; date first published online; journal APC; author email.
- 6.5 The report will be delivered within 8 weeks after the end of the relevant quarter.
- 6.6 Publisher will deliver a full report of all articles (open access and otherwise) published by the Institutions over the period 1 January until 30 June and 1 July until 31 December. The report gives an overview of the name of the 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 6 month periods. The report will be sent to SURFmarket, or an appointed contact person of the Institutions.
- 6.7 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 7: Invoicing

7.1 The Institution shall pay the fee for the Rights of Use, which is granted to it pursuant to Clause 2.1 to SURFmarket, receiving an invoice for that fee from the said party.

#### Clause 8: Support

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

#### Clause 9: Rights of Use

- 9.1 Publisher grants the Institution and its Users the following Rights of Use:
  - 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 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 User, or merging it with such electronic databases;
  - 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;
  - the inclusion of links to the Licensed Material;
  - the Institution may supply to an Authorised User of another library within the Territory, a single copy of an individual article or single chapter being part of the Licensed Materials by post, fax or secure transmission (using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing), for educational purposes;
  - inclusion and making available of those parts of the Licensed Material that were produced by employees working for the Institution in the institutional repository of the Institution and on the personal web pages of the employee concerned;
  - downloading and printing out parts of the Licensed Materials free of charge in Course Packs, no more than is required for one per student, 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.

#### Clause 10: Responsibilities

- 10.1 Where possible and where authorised to do so, the Institution shall ensure that Users observe the obligations that have been made known to them in accordance with the provisions of Clause 2.1. Should it appear that a 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.
- 10.2 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 user as referred to in Clause 10.1.
- 10.3 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 11: Notice of Default

- 11.1 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 7.1 of the Agreement, the Institution shall be deemed to be in breach by operation of law.
- 11.2 A breach such as referred to in Clause 11.1 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 12: Privacy

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 Publisher will not allow access to third parties to the Institution Data without the consent of SURFmarket or the Institution.

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- 12.5 Publisher will process the Institution Data only within the European Union, the United Kingdom or in a country with an appropriate level of protection.
- 12.6 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 13: Security

- 13.1 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.
- 13.2 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.
- 13.3 Publisher will immediately notify SURFmarket and the Institution regarding any security-related incidents and their potential impact on the processing of Institution Data.
- 13.4 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.
- 13.5 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 14: Termination or Dissolution

14.1 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. The Licensee agrees to provide thirty (30) days written notice to terminate the Agreement.

#### Clause 15: Scope of Agreement

- 15.1 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.
- 15.2 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 16: Supplementary Provisions

- 16.1 The Agreement and the associated Appendices and any supplements thereto shall be governed by Dutch law.
- 16.2 Any dispute regarding the creation, interpretation, or implementation of the Agreement, whether legal or factual, shall be submitted for adjudication exclusively to the court in Utrecht, The Netherlands that is competent according to the normal rules of competency.

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- 16.3 The Parties may agree that, in deviation from what is provided in Clause 16.2, a dispute within the intention of Clause 16.2 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.
- 16.4 A dispute shall be deemed to exist if one of the Parties notifies the other Party to that effect by registered mail to the addresses herein.

Thus agreed and signed

in	Shariq, Muntaz
	7F60AF3C2EDE4AA
on	14 February 2019

<Name of Institution>

Shariq Mumtaz Emerald Group Publishing Ltd

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;
- C-e. Detailed list of Licensed Material with publishing rights.

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#### Schedule C-a

#### Licensed Material, Types of Licence, and Licence Fees

eJournal Databases	Univ	ersity	Hoges	school
	2019	2020	2019	2020
EM 120 or Pick 4 Management Collections	€12.035	€12.456	€8.423	€8.718
EM 175 or Pick 5 Management Collections	€17.734	€18.355	€13.300	€13.766
EM 200 or Pick 6 Management Collections	€18.486	€19.133	€14.135	€14.630
EMAN (9 Management Collections)	€21.188	€21.930	€ 15.890	€16.446
ECT Collection (new collection)	€18.309	€ 18.950	€9.732	€10.073
EM Premier	€24.303	€25.154	€17.822	€18.446

Emerald Management Subject Collections	Unive	ersity	Hoges	school
	2019	2020	2019	2020
Accounting, Finance & Economics	€4.752	€4.918	€ 3.563	€3.688
Business, Management & Strategy	€5.464	€5.655	€4.097	€4.240
HR, Learning & Organizational Studies	€3.562	€3.687	€2.671	€2.764
Marketing	€2.596	€2.687	€1.945	€2.013
Information & Knowledge Management	€2.596	€2.687	€1.945	€2.013
Operations, Logistics & Quality	€2.969	€3.073	€2.226	€2.304
Property Management & Built Environment	€4.543	€4.702	€3.407	€3.526
Public Policy & Environmental Management	€2.596	€2.687	€1.945	€2.013
Tourism & Hospitality	€2.337	€2.419	€1.752	€1.813

Emerald Specialist Subject Collections	Univ	ersity	Hoges	school
	2019	2020	2019	2020
Engineering	€2.596	€2.686	€1.945	€2.013
Health & Social Care	€4.515	€4.673	€3.384	€3.502
Education	€2.466	€2.553	€1.849	€1.914
Library & Information Studies	€2.596	€2.686	€1.945	€2.013

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Pick & Mix Hogescholen	2019	2020
25 Journals	€2.039	€2.110
50 Journals	€4.078	€4.221
75 Journals	€6.117	€6.331
100 Journals	€8.155	€8.440

Public Libraries	2019	2020
Library Studies	€1.781	€1.843
Information & Knowledge Management	€1.781	€1.843
Both collections	€3.206	€3.318

eCases	Unive	ersity	Hogeschool	
eCases	2019	2020	2019	2020
The Case Journal	€1.686	€1.745	€1.558	€1.613
Emerging Market Case Studies	€4.283	€4.433	€2.998	€3.103
The Case Collection	€10.542	€10.911	€9.467	€9.798

Emerald BME and SS eBook Collection	Unive	ersity	Hoges	school
Purchase	2019	2020	2019	2020
Business, Management & Economics Frontlist (current year)	€9.509	€ 10.565	€6.915	€7.684
Business, Management & Economics Recent Backlist (previous 5 years)	€18.227	€21.168	€13.252	€15.395
Business Management & Economics Full Backlist (to 1991)	€ 36.539	€41.066	€26.574	€29.865
Social Sciences Frontlist (current year)	€8.452	€ 10.565	€6.147	€7.684
Social Sciences Recent Backlist (previous 5 years)	€12.119	€15.415	€8.814	€11.211
Social Sciences Full Backlist (to 1999)	€21.402	€25.921	€15.564	€19.077

Management Collection Backfiles (up to 2006)	Unive	ersity	Hoges	school
Management Collection Backfiles (up to 2006)	2019	2020	2019	2020
Accounting, Finance & Economics (8923 articles)	€3.025	€ 3.025	€3.025	€3.025
Business, Management & Strategy (15,098 articles)	€5.118	€5.118	€5.118	€5.118
HR, Learning & Organizational Studies (13,468 articles)	€4.566	€4.566	€4.566	€4.566
Marketing (8093 articles)	€2.744	€2.744	€2.744	€2.744

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Information & Knowledge Management (6273 articles)	€2.127	€2.127	€2.127	€2.127
Operations, Logistics & Quality (8278 articles)	€2.806	€2.806	€2.806	€2.806
Property Management & Built Environment (3763 articles)	€1.276	€1.276	€1.276	€1.276
Public Policy & Environmental Management (4686 articles)	€1.589	€1.589	€1.589	€1.589
Tourism & Hospitality (2046 articles)	€694	€694	€694	€694

Specialist Collection Backfiles (up to 2006)	Univ	ersity	Hoges	school
Specialist Collection Backines (up to 2000)	2019	2020	2019	2020
Engineering (27,517 articles)	€9.328	€9.328	€9.328	€9.328
Education (7456 articles)	€2.528	€2.528	€2.528	€2.528
Health & Social Care (7060 articles)	€2.393	€2.393	€2.393	€2.393
Library & Information Studies (16,360 articles)	€5.546	€5.546	€5.546	€5.546

 
 Emerald Premier (full archive - 129,021 articles)
 € 36.448
 € 36.448
 € 36.448
 € 36.448

#### Explanation of types of Licence Agreement and Licence Fees

In return for paying an annual Licence Fee, the Institution will be granted the Usage Right for the Licensed Material purchased and paid for during the term of this Licence.

The Licence Agreements may include licences based on four preferences, specifically on education tailored licensing models:

• Campus Licence: for the whole institution

#### Conditions

- Emerald Journals comprises access to all available journals / databases and e-books at <u>http://www.emeraldinsight.com/</u>. For a detailed list of all products available at the start of the agreement see Schedule C-d;
- 2. The licence year for this agreement is set to start on January 1st and expires December 31st;
- 3. The Licence Fees for 2020 will increase by a percentage of 3,5%; some products have steady prices;
- 4. Prices are in Euro, exclusive of VAT;
- 5. Other SURFmarket members can join the Licence Agreement at a fee to be determined by Publisher;
- 6. If the licence is acquired in the course of a licence year, the Licence Fee will be paid proportionately (per month);
- 7. Submitting Authors who are affiliated to a UKB Institution and who qualify as Eligible Authors according to the conditions set out in Attachment C-b are allowed to publish their articles in open access in the journals to which their Institutions subscribe to and at no direct costs to them, up to the maximum aggregate numbers of articles agreed between Publisher and SURFmarket. The total number of free OA articles for all institutions for 2019 is 55 and for 2020 57. One extra free OA article per year per UKB institution can be published on the EOR Emerald Open Research platform, which will support open peer review and will be used as of 2019. Publisher will notify a Submitting Author if the maximum number of Open Access articles has been reached and, if the author choses to proceed, an Article Processing Charge will be payable (see <a href="http://www.emeraldgrouppublishing.com/authors/writing/author_rights.htm">http://www.emeraldgrouppublishing.com/authors/writing/author_rights.htm</a> for more information).



#### 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 UKB Institutions as well as students enrolled or accredited to one of these 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.

#### 2. Eligible Article Types

Article types that are included in the service:

- Original Papers
- Review Papers

Article types that are not included in the service:

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

#### 3. The parties' obligations

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

- Until the maximum limit of Open Access articles has been met, Publisher shall not levy article processing charges directly on Authors who have identified themselves and whose eligibility has been verified;
- Up to the limits referred to above, Articles will be selected for publication in Open Access by default
  - 1. 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 IP range of the submitting author is part of the collective IP ranges of the Institutions, or
  - 3. if the author has been identified by ORCID as an Eligible Author;
- The publisher shall provide clear information for authors on the Open Access regulations of this Agreement on the submission page for Authors;
- If an author has not submitted an article for publishing in open access, the Institution will not be able to request the article to be published in open access until twelve months after acceptance;
- Up to the limits referred to above, 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.





#### Schedule C-c

#### Support

Emerald shall provide Institutions with support to enable the 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;
- instructional material;
- promotional material.

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Schedule C-d Detailed list of Licensed Material with access rights Schedule C-e Detailed list of Licensed Material with publishing righ

e Detailed list of Licensed Material with publishing rights: authors can only publish OA with the vouchers in the journals their institutions have subscribed to.

#### Emerald eJournals

Journal title	ISSN	Subject Collection	EM 120	EM 175	EM 200
Academia Revista Latinoamericana de Administración	1012-8255	Business, Management & Strategy			
Accounting Research Journal	1030-9616	Accounting, Finance & Economics			*
Accounting, Auditing & Accountability Journal	0951-3574	Accounting, Finance & Economics	*	*	*
Advances in Autism	2056-3868	Health & Social Care			
Advances in Dual Diagnosis	1757-0972	Health & Social Care			
Advances in Mental Health and Intellectual Disabilities	2044-1282	Health & Social Care			
African Journal of Economic and Management Studies	2040-0705	Business, Management & Strategy			
Agricultural Finance Review	0002-1466	Accounting, Finance & Economics			*
Aircraft Engineering and Aerospace Technology	0002-2667	Engineering			
American Journal of Business	1935-5181	Business, Management & Strategy			
Annals in Social Responsibility	2056-3515	Business, Management & Strategy			
Anti-Corrosion Methods and Materials	0003-5599	Engineering			
Arts and the Market	2056-4945	Marketing			
Asia Pacific Journal of Marketing and Logistics	1355-5855	Marketing	*	*	*
Asian Education and Development Studies	2046-3162	Education			
Asian Review of Accounting	1321-7348	Accounting, Finance & Economics		*	*
Asia-Pacific Journal of Business Administration	1757-4323	Business, Management & Strategy			*
Aslib Journal of Information Management	2050-3806	Library Studies	*	*	*
Assembly Automation	0144-5154	Engineering			
Baltic Journal of Management	1746-5265	Business, Management & Strategy		*	*
Benchmarking: An International Journal	1463-5771	Operations, Logistics & Quality	*	*	*
British Food Journal	0007-070X	Public Policy & Environmental Management	*	*	*
Built Environment Project and Asset Management	2044-124X	Property Management & Built Environment			
Business Process Management Journal	1463-7154	Operations, Logistics & Quality	*	*	*
Career Development International	1362-0436	HR, Learning & Organization Studies	*	*	*
China Agricultural Economic Review	1756-137X	Accounting, Finance & Economics			*
China Finance Review International	2044-1398	Accounting, Finance & Economics			

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Chinese Management Studies	1750-614X	Business, Management & Strategy		*	*
Journal title	ISSN	Subject Collection	EM 120	EM 175	EM 200
Circuit World	0305-6120	Engineering			
Collection and Curation, prev. Collection Building	2514-9326	Library Studies	*	*	*
COMPEL	0332-1649	Engineering			
Competitiveness Review	1059-5422	Business, Management & Strategy		*	*
Construction Innovation	1471-4175	Property Management & Built Environment		*	*
Continuity and Resilience Review	2516-7502	Business, Management & Strategy			
Corporate Communications: An International Journal	1356-3289	Marketing	*	*	*
Corporate Governance	1472-0701	Business, Management & Strategy	*	*	*
Critical Perspectives on International Business	1742-2043	Business, Management & Strategy	*	*	*
Cross Cultural & Strategic Management	2059-5794	Business, Management & Strategy	*	*	*
Data Technologies and Applications prev. Program	2514-9288	Library Studies	*	*	*
Development and Learning in Organizations	1477-7282	HR, Learning & Organization Studies	*	*	*
Digital Library Perspectives	2059-5816	Library Studies	*	*	*
Digital Policy, Regulation and Governance	2398-5038	Information & Knowledge Management	*	*	*
Disaster Prevention and Management	0965-3562	Public Policy & Environmental Management	*	*	*
Drugs and Alcohol Today	1745-9265	Health & Social Care			
Education + Training	0040-0912	Education	*	*	*
Employee Relations	0142-5455	HR, Learning & Organization Studies	*	*	*
Engineering Computations	0264-4401	Engineering			
Engineering, Construction and Architectural Management	0969-9988	Property Management & Built Environment	*	*	*
English Teaching: Practice & Critique	1175-8708	Education		*	*
Equality, Diversity and Inclusion	2040-7149	HR, Learning & Organization Studies	*	*	*
EuroMed Journal of Business	1450-2194	Business, Management & Strategy		*	*
European Business Review	0955-534X	Business, Management & Strategy	*	*	*
European Journal of Innovation Management	1460-1060	Business, Management & Strategy	*	*	*
European Journal of Marketing	0309-0566	Marketing	*	*	*
European Journal of Training and Development	2046-9012	HR, Learning & Organization Studies	*	*	*
Evidence-based HRM	2049-3983	HR, Learning & Organization Studies			
Facilities	0263-2772	Property Management & Built Environment	*	*	*
Foresight	1463-6689	Business, Management & Strategy	*	*	*
Gender in Management	1754-2413	HR, Learning & Organization Studies	*	*	*

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Journal title	ISSN	Subject Collection	EM 120	EM 175	EM 200
Global Knowledge, Memory and Communication prev. Library Review	2514-9342	Library Studies	*	*	*
Grey Systems: Theory and Application	2043-9377	Engineering			
Health Education	0965-4283	Education	*	*	*
Higher Education, Skills and Work-Based Learning	2042-3896	Education			
History of Education Review	0819-8691	Education			
Housing, Care and Support	1460-8790	Health & Social Care			
Human Resource Management International Digest	0967-0734	HR, Learning & Organization Studies	*	*	*
IMP Journal	0809-7259	Marketing			
Indian Growth and Development Review	1753-8254	Accounting, Finance & Economics		*	*
Industrial and Commercial Training	0019-7858	HR, Learning & Organization Studies	*	*	*
Industrial Lubrication and Tribology	0036-8792	Engineering			
Industrial Management & Data Systems	0263-5577	Information & Knowledge Management	*	*	*
Industrial Robot	0143-991X	Engineering			
Information and Computer Security	2056-4961	Information & Knowledge Management	*	*	*
Information and Learning Science	2398-5348	Library Studies	*	*	*
Information Discovery and Delivery	2398-6247	Library Studies	*	*	*
Information Technology & People	0959-3845	Information & Knowledge Management	*	*	*
Interactive Technology and Smart Education	1741-5659	Education		*	*
International Journal for Lesson and Learning Studies	2046-8253	Education			
International Journal of Accounting & Information Management	1834-7649	Accounting, Finance & Economics		*	*
International Journal of Bank Marketing	0265-2323	Marketing	*	*	*
International Journal of Building Pathology and Adaptation	2398-4708	Property Management & Built Environment	*	*	*
International Journal of Clothing Science and Technology	0955-6222	Engineering			*
International Journal of Comparative Education and Development	2309-4907	Education	*	*	*
International Journal of Conflict Management	1044-4068	Business, Management & Strategy		*	*
International Journal of Contemporary Hospitality Management	0959-6119	Tourism & Hospitality Management	*	*	*
International Journal of Culture, Tourism and Hospitality Research	1750-6182	Tourism & Hospitality Management		*	*
International Journal of Development Issues	1446-8956	Accounting, Finance & Economics			*
International Journal of Disaster Resilience in the Built Environment	1759-5908	Property Management & Built Environment			



Journal title	ISSN	Subject Collection	EM 120	EM 175	EM 200
International Journal of Educational Management	0951-354X	Education	*	*	*
International Journal of Emergency Services	2047-0894	Public Policy & Environmental Management			
International Journal of Emerging Markets	1746-8809	Business, Management & Strategy		*	*
International Journal of Energy Sector Management	1750-6220	Public Policy & Environmental Management		*	*
International Journal of Entrepreneurial Behavior & Research	1355-2554	Business, Management & Strategy	*	*	*
International Journal of Ethics and Systems prev. Humanomics	2514-9369	Accounting, Finance & Economics		*	*
International Journal of Event and Festival Management	1758-2954	Tourism & Hospitality Management			
International Journal of Gender and Entrepreneurship	1756-6266	Business, Management & Strategy			*
International Journal of Health Care Quality Assurance	0952-6862	Health & Social Care	*	*	*
International Journal of Health Governance	2059-4631	Health & Social Care	*	*	*
International Journal of Housing Markets and Analysis	1753-8270	Property Management & Built Environment		*	*
International Journal of Human Rights in Healthcare	2056-4902	Health & Social Care			
International Journal of Information and Learning Technology	2056-4880	Education	*	*	*
International Journal of Innovation Science	1757-2223	Business, Management & Strategy			
International Journal of Intelligent Computing and Cybernetics	1756-378X	Engineering			
International Journal of Intelligent Unmanned Systems	2049-6427	Engineering			
International Journal of Islamic and Middle Eastern Finance and Management	1753-8394	Accounting, Finance & Economics		*	*
International Journal of Law and Management	1754-243X	Business, Management & Strategy	*	*	*
International Journal of Lean Six Sigma	2040-4166	Operations, Logistics & Quality			
The International Journal of Logistics Management	0957-4093	Operations, Logistics & Quality		*	*
International Journal of Managerial Finance	1743-9132	Accounting, Finance & Economics	*	*	*
International Journal of Managing Projects in Business	1753-8378	Business, Management & Strategy		*	*
International Journal of Manpower	0143-7720	Accounting, Finance & Economics	*	*	*
International Journal of Mentoring and Coaching in Education	2046-6854	Education			
International Journal of Migration, Health and Social Care	1747-9894	Health & Social Care			
International Journal of Numerical Methods for Heat & Fluid Flow	0961-5539	Engineering			
International Journal of Operations & Production Management	0144-3577	Operations, Logistics & Quality	*	*	*



Journal title	ISSN	Subject Collection	EM 120	EM 175	EM 200
International Journal of Organization Theory & Behavior	1093-4537	HR, Learning & Organization Studies			
International Journal of Organizational Analysis	1934-8835	HR, Learning & Organization Studies		*	*
International Journal of Pervasive Computing and Communications	1742-7371	Engineering		*	*
International Journal of Pharmaceutical and Healthcare Marketing	1750-6123	Marketing		*	*
International Journal of Physical Distribution & Logistics Management	0960-0035	Operations, Logistics & Quality	*	*	*
International Journal of Prisoner Health	1744-9200	Health & Social Care			
International Journal of Productivity and Performance Management	1741-0401	HR, Learning & Organization Studies	*	*	*
International Journal of Public Leadership	2056-4929	Public Policy & Environmental Management			
International Journal of Public Sector Management	0951-3558	Public Policy & Environmental Management	*	*	*
International Journal of Quality & Reliability Management	0265-671X	Operations, Logistics & Quality	*	*	*
International Journal of Quality and Service Sciences	1756-669X	Operations, Logistics & Quality			*
International Journal of Retail & Distribution Management	0959-0552	Business, Management & Strategy	*	*	*
International Journal of Social Economics	0306-8293	Accounting, Finance & Economics	*	*	*
International Journal of Sociology and Social Policy	0144-333X	Public Policy & Environmental Management	*	*	*
International Journal of Sports Marketing and Sponsorship	1464-6668	Marketing			
International Journal of Structural Integrity	1757-9864	Engineering			
International Journal of Sustainability in Higher Education	1467-6370	Education	*	*	*
International Journal of Tourism Cities	2056-5607	Tourism & Hospitality Management			
International Journal of Web Information Systems	1744-0084	Engineering		*	*
International Journal of Wine Business Research	1751-1062	Business, Management & Strategy	*	*	*
International Journal of Workplace Health Management	1753-8351	Health & Social Care		*	*
International Marketing Review	0265-1335	Marketing	*	*	*
Internet Research	1066-2243	Information & Knowledge Management	*	*	*
Journal for Multicultural Education	2053-535X	Education		*	*
Journal of Accounting & Organizational Change	1832-5912	Accounting, Finance & Economics		*	*
Journal of Accounting in Emerging Economies	2042-1168	Accounting, Finance & Economics			
The Journal of Adult Protection	1466-8203	Health & Social Care			
Journal of Advances in Management Research	0972-7981	Business, Management & Strategy			*

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Journal title	ISSN	Subject Collection	EM 120	EM 175	EM 200
Journal of Aggression, Conflict and Peace Research	1759-6599	Health & Social Care			
Journal of Agribusiness in Developing and Emerging Economies	2044-0839	Accounting, Finance & Economics			
Journal of Applied Accounting Research	0967-5426	Accounting, Finance & Economics			*
Journal of Applied Research in Higher Education	2050-7003	Education			
Journal of Asia Business Studies	1558-7894	Business, Management & Strategy			
Journal of Business & Industrial Marketing	0885-8624	Marketing	*	*	*
Journal of Business Strategy	0275-6668	Business, Management & Strategy	*	*	*
Journal of Children's Services	1746-6660	Health & Social Care			
Journal of Chinese Economic and Foreign Trade Studies	1754-4408	Accounting, Finance & Economics		*	*
Journal of Chinese Human Resources Management	2040-8005	HR, Learning & Organization Studies			
Journal of Communication Management	1363-254X	Marketing		*	*
Journal of Consumer Marketing	0736-3761	Marketing	*	*	*
Journal of Contemporary Marketing Science	2516-7480	Marketing			
Journal of Corporate Real Estate	1463-001X	Property Management & Built Environment		*	*
Journal of Criminal Psychology	2009-3829	Health & Social Care			
Journal of Criminological Research, Policy and Practice	2056-3841	Health & Social Care			
Journal of Cultural Heritage Management and Sustainable Development	2044-1266	Property Management & Built Environment			
Journal of Documentation	0022-0418	Library Studies	*	*	*
Journal of Economic and Administrative Sciences	1026-4116	Accounting, Finance & Economics			
Journal of Economic Studies	0144-3585	Accounting, Finance & Economics	*	*	*
Journal of Educational Administration	0957-8234	Education	*	*	*
Journal of Enabling Technologies	2398-6263	Health & Social Care			
Journal of Engineering, Design and Technology	1726-0531	Property Management & Built Environment		*	*
Journal of Enterprise Information Management	1741-0398	Information & Knowledge Management	*	*	*
Journal of Enterprising Communities: People and Places in the Global Economy	1750-6204	Business, Management & Strategy		*	*
Journal of Entrepreneurship and Public Policy	2045-2101	Business, Management & Strategy			
Journal of Entrepreneurship in Emerging Economies	2053-4604	Business, Management & Strategy			*
Journal of European Real Estate Research	1753-9269	Property Management & Built Environment			*
Journal of Facilities Management	1472-5967	Property Management & Built Environment		*	*
Journal of Family Business Management	2043-6238	Business, Management & Strategy			
Journal of Fashion Marketing and Management	1361-2026	Marketing	*	*	*

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Journal title	ISSN	Subject Collection	EM 120	EM 175	EM 200
Journal of Financial Crime	1359-0790	Accounting, Finance & Economics		*	*
Journal of Financial Economic Policy	1757-6385	Accounting, Finance & Economics			*
Journal of Financial Management of Property and Construction	1366-4387	Property Management & Built Environment			*
Journal of Financial Regulation and Compliance	1358-1988	Accounting, Finance & Economics		*	*
Journal of Financial Reporting and Accounting	1985-2517	Accounting, Finance & Economics			
The Journal of Forensic Practice	2050-8794	Health & Social Care			
Journal of Global Mobility	2049-8799	HR, Learning & Organization Studies			
Journal of Global Operations and Strategic Sourcing	2398-5364	Operations, Logistics & Quality		*	*
Journal of Global Responsibility	2041-2568	Business, Management & Strategy			
Journal of Health Organization and Management	1477-7266	Health & Social Care	*	*	*
Journal of Historical Research in Marketing	1755-750X	Marketing			*
Journal of Hospitality and Tourism Insights	2514-9792	Tourism & Hospitality Management			
Journal of Hospitality and Tourism Technology	1757-9880	Tourism & Hospitality Management			
Journal of Humanitarian Logistics and Supply Chain Management	2042-6747	Operations, Logistics & Quality			
Journal of Indian Business Research	1755-4195	Business, Management & Strategy			*
Journal of Information, Communication and Ethics in Society	1477-996X	Information & Knowledge Management		*	*
Journal of Integrated Care	1476-9018	Health & Social Care			
Journal of Intellectual Capital	1469-1930	Information & Knowledge Management	*	*	*
Journal of Intellectual Disabilities and Offending Behaviour	2050-8824	Health & Social Care			
Journal of International Education in Business	2046-469X	Education			
Journal of International Trade Law and Policy	1477-0024	Business, Management & Strategy			*
Journal of Investment Compliance	1528-5812	Accounting, Finance & Economics		*	*
Journal of Islamic Accounting and Business Research	1759-0817	Accounting, Finance & Economics			
Journal of Islamic Marketing	1759-0833	Marketing			
Journal of Knowledge Management	1367-3270	Information & Knowledge Management	*	*	*
Journal of Korea Trade	1229-828X	Business, Management & Strategy			
Journal of Management Development	0262-1711	HR, Learning & Organization Studies	*	*	*
Journal of Management History	1751-1348	Business, Management & Strategy		*	*
Journal of Managerial Psychology	0268-3946	HR, Learning & Organization Studies	*	*	*
Journal of Manufacturing Technology Management	1741-038X	Operations, Logistics & Quality	*	*	*

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Journal title	ISSN	Subject Collection	EM 120	EM 175	EM 200
The Journal of Mental Health Training, Education and Practice	1755-6228	Health & Social Care			
Journal of Modelling in Management	1746-5664	Business, Management & Strategy		*	*
Journal of Money Laundering Control	1368-5201	Accounting, Finance & Economics		*	*
Journal of Organizational Change Management	0953-4814	HR, Learning & Organization Studies	*	*	*
Journal of Organizational Effectiveness: People and Performance	2051-6614	HR, Learning & Organization Studies			
Journal of Organizational Ethnography	2046-6749	HR, Learning & Organization Studies			
Journal of Participation and Employee Ownership	2514-7641	Accounting, Finance & Economics			
Journal of Place Management and Development	1753-8335	Property Management & Built Environment		*	*
Journal of Product & Brand Management	1061-0421	Marketing	*	*	*
Journal of Professional Capital and Community	2056-9548	Education	*	*	*
Journal of Property Investment & Finance	1463-578X	Property Management & Built Environment	*	*	*
Journal of Property, Planning and Environmental Law prev. International Journal of Law in the Built Environment	2514-9407	Property Management & Built Environment			*
Journal of Public Budgeting, Accounting & Financial Management	1096-3367	Accounting, Finance & Economics			
Journal of Public Mental Health	1746-5729	Health & Social Care			
Journal of Public Procurement	1535-0118	Public Policy & Environmental Management			
Journal of Quality in Maintenance Engineering	1355-2511	Operations, Logistics & Quality	*	*	*
Journal of Research in Interactive Marketing	2040-7122	Marketing		*	*
Journal of Research in Marketing and Entrepreneurship	1471-5201	Marketing			
Journal of Risk Finance, The	1526-5943	Accounting, Finance & Economics	*	*	*
Journal of Science and Technology Policy Management	2053-4620	Operations, Logistics & Quality			
Journal of Service Management	1757-5818	Business, Management & Strategy	*	*	*
Journal of Service Theory and Practice	2055-6225	Operations, Logistics & Quality	*	*	*
Journal of Services Marketing	0887-6045	Marketing	*	*	*
Journal of Small Business and Enterprise Development	1462-6004	Business, Management & Strategy	*	*	*
Journal of Social Marketing	2042-6763	Marketing			
Journal of Strategy and Management	1755-425X	Business, Management & Strategy			*
Journal of Structural Fire Engineering	2040-2317	Engineering			
Journal of Systems and Information Technology	1328-7265	Information & Knowledge Management			*
Journal of Workplace Learning	1366-5626	HR, Learning & Organization Studies	*	*	*
Kybernetes	0368-492X	Engineering		*	*

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Journal title	ISSN	Subject Collection	EM 120	EM 175	EM 200
Leadership & Organization Development Journal	0143-7739	HR, Learning & Organization Studies	*	*	*
Leadership in Health Services	1751-1879	Health & Social Care	*	*	*
Library Hi Tech	0737-8831	Library Studies	*	*	*
Library Hi Tech News	0741-9058	Library Studies	*	*	*
Library Management	0143-5124	Library Studies	*	*	*
Management Decision	0025-1747	Business, Management & Strategy	*	*	*
Management of Environmental Quality	1477-7835	Public Policy & Environmental Management	*	*	*
Management Research Review	2040-8269	Business, Management & Strategy	*	*	*
Management Research: Journal of the Iberoamerican Academy of Management	1536-5433	Business, Management & Strategy			
Managerial Auditing Journal	0268-6902	Accounting, Finance & Economics	*	*	*
Managerial Finance	0307-4358	Accounting, Finance & Economics	*	*	*
Marketing Intelligence & Planning	0263-4503	Marketing	*	*	*
Measuring Business Excellence	1368-3047	Business, Management & Strategy	*	*	*
Meditari Accountancy Research	2049-372X	Accounting, Finance & Economics			
Mental Health and Social Inclusion	2042-8308	Health & Social Care			
Mental Health Review Journal	1361-9322	Health & Social Care			
Microelectronics International	1356-5362	Engineering			
Multidiscipline Modelling in Materials and Structures	1573-6105	Engineering			
Multinational Business Review	1525-383X	Business, Management & Strategy			
Nankai Business Review International	2040-8749	Business, Management & Strategy			
Nutrition & Food Science	0034-6659	Health & Social Care	*	*	*
On the Horizon	1074-8121	Education	*	*	*
Online Information Review	1468-4527	Library Studies	*	*	*
Pacific Accounting Review	0114-0582	Accounting, Finance & Economics		*	*
Performance Measurement and Metrics	1467-8047	Library Studies	*	*	*
Personnel Review	0048-3486	HR, Learning & Organization Studies	*	*	*
Pigment & Resin Technology	0369-9420	Engineering			
Policing: An International Journal	1363-951X	Public Policy & Environmental Management	*	*	*
Property Management	0263-7472	Property Management & Built Environment	*	*	*
Qualitative Market Research: An International Journal	1352-2752	Marketing	*	*	*
Qualitative Research in Accounting & Management	1176-6093	Accounting, Finance & Economics		*	*



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Journal title	ISSN	Subject Collection	EM 120	EM 175	EM 200
Qualitative Research in Financial Markets	1755-4179	Accounting, Finance & Economics			*
Qualitative Research in Organizations and Management: An International Journal	1746-5648	HR, Learning & Organization Studies		*	*
Qualitative Research Journal	1443-9883	Education			
Quality Assurance in Education	0968-4883	Education	*	*	*
Quality in Ageing and Older Adults	1471-7794	Health & Social Care			
Rapid Prototyping Journal	1355-2546	Engineering		*	*
Records Management Journal	0956-5698	Information & Knowledge Management	*	*	*
Reference Reviews	0950-4125	Library Studies	*	*	*
Reference Services Review	0090-7324	Library Studies	*	*	*
Research Journal of Textile and Apparel	1560-6074	Engineering			
Review of Accounting and Finance	1475-7702	Accounting, Finance & Economics	*	*	*
Review of Behavioural Finance	1940-5979	Accounting, Finance & Economics		*	*
Review of International Business and Strategy	2059-6014	Business, Management & Strategy		*	*
Safer Communities	1757-8043	Health & Social Care			
Sensor Review	0260-2288	Engineering			
Smart and Sustainable Built Environment	2046-6099	Property Management & Built Environment			
Social Enterprise Journal	1750-8614	Business, Management & Strategy			*
Social Responsibility Journal	1747-1117	Business, Management & Strategy		*	*
Social Studies Research and Practice	1933-5415	Education			
Social Transformations in Chinese Societies	1871-2673	Public Policy & Environmental Management			*
Society and Business Review	1746-5680	Business, Management & Strategy		*	*
Soldering & Surface Mount Technology	0954-0911	Engineering			
South Asian Journal of Business Studies	2398-628X	Business, Management & Strategy			
Sport, Business and Management: An International Journal	2042-678X	Business, Management & Strategy			
Strategic Direction	0258-0543	Business, Management & Strategy	*	*	*
Strategic HR Review	1475-4398	HR, Learning & Organization Studies			*
Strategy & Leadership	1087-8572	Business, Management & Strategy	*	*	*
Studies in Economics and Finance	1086-7376	Accounting, Finance & Economics		*	*
Studies in Graduate and Postdoctoral Education	2398-4686	Education			
Supply Chain Management: An International Journal	1359-8546	Operations, Logistics & Quality	*	*	*
Sustainability Accounting, Management and Policy Journal	2040-8021	Accounting, Finance & Economics			

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Journal title	ISSN	Subject Collection	EM 120	EM 175	EM 200
Team Performance Management	1352-7592	HR, Learning & Organization Studies	*	*	*
The Bottom Line	0888-045X	Library Studies	*	*	*
The Electronic Library	0264-0473	Library Studies	*	*	*
The Learning Organization	0969-6474	HR, Learning & Organization Studies	*	*	*
The TQM Magazine	1754-2731	Operations, Logistics & Quality	*	*	*
Therapeutic Communities	0964-1866	Health & Social Care			
Tizard Learning Disability Review	1359-5474	Health & Social Care			
Tourism Review	1660-5373	Tourism & Hospitality Management		*	*
Transforming Government: People, Process and Policy	1750-6166	Public Policy & Environmental Management		*	*
VINE Journal of Information and Knowledge Management Systems	2059-5891	Information & Knowledge Management	*	*	*
Working with Older People	1366-3666	Health & Social Care			
World Journal of Engineering	1708-5284	Engineering			
World Journal of Entrepreneurship, Management and Sustainable Development	2042-5961	Business, Management & Strategy			
World Journal of Science, Technology and Sustainable Development	2042-5945	Public Policy & Environmental Management			
Worldwide Hospitality and Tourism Themes	1755-4217	Tourism & Hospitality Management			*
Young Consumers	1747-3616	Marketing		*	*

The complete journal list is available in EM Premier; the marked journals are available in the EM 120, EM 175 and EM 200 packages.



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#### Schedule D

#### Access and availability Licensed Material

- Publisher guarantees that the Licensed Material will be available for consultation 24 hours a day, seven (7) days a week. As far as possible, maintenance of the Service will take place outside office hours. If announced in good time, availability may be restricted for periodic maintenance for a predetermined period of no longer than 24 hours. Should it be expected, in exceptional cases, that that period will be exceeded, consultation will take place with SURFmarket at least five (5) working days beforehand regarding the reason for this and the necessary duration of the period during which there will be no access.
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- 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: <u>http://www.w3.org/2011/02/mobile-web-app-state.html</u>.
- 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.
- 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

#### **Open Access**

#### 1. Subject matter

The parties now intend to combine these two collaboration formats (subscribing/licensing and open access publishing) for the VSNU (=UKB) institutions. This will be contractually linked via this Schedule and its attachments ("the Agreement").

The parties make publishing in open access format, in a specified collection of established subscription journals with an Open Access option, (in the following "Open Access Journals", see Attachment 3) available to eligible authors that are affiliated to the Institute as described in Attachment 2. In 2019, 55 APC vouchers are available; in 2020 57 APC vouchers are available. On top of that there are 14 APC vouchers available for each year, which can only be published on the new EOR emerald Open Research platform. That means one for every university. Unused access vouchers shall not be carried over into the following year(s). All articles eligible for APCs will be subject to the respective journal's editorial and peer review processes.

The parties also agree to make Journal content available to the Institutes via a Publisher platform, currently <u>www.emeraldinsight.com</u> ("the Licensed Material", Attachment 3).

Furthermore the parties plan to evaluate the experiences of this combined availability of the points indicated above to explore future cooperation and a mutually sustainable model.

To reach these agreed objectives, this Agreement consists of a publishing part (clause 2) and a platform part (clause 3).

#### 2. Open access publishing

#### a. Terms and conditions of open access publishing

Authors who are affiliated to the Institute and who qualify as Eligible Authors according to the conditions set out in Attachment 2 are allowed to publish their articles as open access in the subscription journals of their Institution at no financial cost to them. If the allocated vouchers expire before the year has ended, authors will need to pay the standard APC, subject to the acceptance of their article via the journal's editorial and peer review processes.

The applicable open access publishing terms and conditions are covered in Attachment 2 ("Open Access Publishing").

If an article is accepted following full peer review, eligible authors may redeem an APC voucher (subject to availability). Articles published with an APC voucher will be published under the Creative Commons Attribution License 3.0 or (Creative Commons Attribution License 4.0 for some Emerald Publishing Services titles). Articles published under these licences will be hosted on <u>www.emeraldinsight.com</u> and free of any paywall. Authors may deposit articles published under these licences on any webpage, subject to full attribution.

Authors not using tokens will be subject to Emerald's Green Open Access policy as outlined on the Emerald Author rights page: <u>http://www.emeraldgrouppublishing.com/authors/writing/author_rights.htm</u>.

#### b. Reporting

Publisher will report on a quarterly basis how many articles have been published via Open Access Publishing and send this report to the Institute.

Publisher will make available on a semi-annual basis a complete report of all articles (open access and otherwise) published by (corresponding) Authors which will enable the Institute to verify the correct implementation of the Agreement.

For journals running in the standard production workflow, the Publisher will clearly indicate articles which have been published as Gold Open Access.

Initials SURFmarket Initials Publisher

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#### Schedule E Attachment 1

#### List of participating Institutes

#### VSNU Institutes:

- AMC -
- -
- Delft University of Technology Eindhoven University of Technology -
- Erasmus MC _
- Erasmus University Rotterdam -
- Leiden University -
- LUMC Leiden -
- -Maastricht UMC+
- Maastricht University -
- Open University of The Netherlands -
- -Radboud UMC
- Radboud University -
- Tilburg University -
- -UMCĞ
- -UMC Utrecht
- University of Amsterdam -
- -University Groningen
- -University of Twente
- Utrecht University -
- VU University Amsterdam _
- VUMC -
- Wageningen University

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#### Schedule E Attachment 2

#### Terms and Conditions for Open Access Publishing for Authors

#### 1. Eligible authors

Students enrolled or accredited to one of the Institutions and the teaching and research staff employed by or otherwise accredited to one of the Institutions.

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

Authors are only eligible once their article has been accepted following the journal's peer review and editorial processes, and they have completed an Emerald Open Access Licence. Currently this Licence refers to the <u>Creative Commons Attribution License 3.0</u> or the <u>Creative Commons Attribution I 4.0 License</u> for some Emerald Publishing Services journals.

#### 2. Eligible Article Types

The following standards have to be met by the open access articles:

- Articles have to be original and not infringe on any law and/or third party right and meet ethical standards;
- Article types include:
  - General review
  - Secondary article
  - Research paper
  - Literature review
  - Case study
  - Viewpoint
  - Conceptual paper
  - Technical paper.

#### 3. Open Access Vouchers

Publisher and SURFmarket have agreed to issue 55 Open Access vouchers in 2019. In the license year 2020 this shall be upgraded to 57 vouchers. On top of that up to 14 vouchers are issued, in each of both years, to be used at the new EOR Emerald Open Research platform (one voucher per Institution). Vouchers that have expired may not be used in successive years.

#### 4. The parties' obligations

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

- Up to the limits specified in paragraph 3 above, Publisher shall not levy article processing charges directly on Authors who have identified themselves and whose eligibility has been verified;
- If OA vouchers are available, Publisher shall presume Authors wish to publish OA unless otherwise notified.
- The redemption of an APC voucher shall not influence the peer review process & editorial decision(s), nor interfere with any of Emerald's COPE-compliant ethics or submission guidelines;
- Institute shall ensure that Authors shall identify themselves as being eligible in the course of the Publisher
  publishing work-flow. In case authors have not identified themselves as being eligible, once an article has
  been published in a subscription Journal, or online-first or early cited, the author is not eligible anymore to
  publish the article as Gold Open Access;
- The parties may change this identifying process and amend this Agreement accordingly by mutual consent and with an appropriate notice period.





#### Schedule E Attachment 3 [to Institutional License]

#### **Eligible titles for Open Access Publishing**

For the avoidance of doubt, all current Emerald journals shall be included for the term of the agreement. Emerald reserves the right to review the inclusion of titles at any point, and may add. Eligible authors however, can only publish with the free APC vouchers in journals their institution subscribes to.

-DS



#### Schedule F

**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 Authorized Users may use all of the Content under this License Agreement, at no additional cost, in the course and for the purpose of non-commercial research only:

- (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) use TDM Output as part of original non-commercial research solely carried out by its Authorized 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.
- (c) 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) and forms part of the non-commercial research to which the TDM Output relates.

#### 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 Authorized 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 Content or do anything in breach of the licence between the Publisher and the Institution in relation to the Content;
- (b.4) use the TDM Output for any commercial purpose.
- (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.

Initials SURFmarket

Initials Publisher



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

Licensor and the Institution agree to the following access protocols:

- (a) The Institution shall ensure compliance with Licensor's usage policies and/or instructions, including security and technical access requirements.
- (b) Licensor may require the Institution and the Authorized Users to adhere to Licensor'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) Licensor does not give any warranty or assurance as to the suitability or availability of Licensor'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, Licensor shall retain the right to deny access to any Content where the Institution is in breach of any of the conditions of this License Agreement relating to TDM. hereof and also to charge the Institution any subscription fee that would have been payable to Licensor, had the use in question been agreed.
- (b) Termination: Removal of locally-loaded copies of Content: Upon termination of any TDM grant of rights under clause 4(a) above, the Institution shall procure the destruction of any copies of the Content if locally loaded for purposes of TDM. No later than 30 days after termination, the Institution shall provide the Licensor with a certificate of destruction signed by an authorized officer of the Institution.