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

OVID Technologies B.V., with its registered office at Zuidpoolsingel 2, 2408 MA Alphen aan den Rijn, Netherlands and, for the purposes of Clause 5 of this Agreement and Schedule C-b of the model license, Wolters Kluwer Health Inc. duly represented in this matter by its managing director Europe, 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 <a href="https://www.surf.nl/en/about-surf/subsidiaries/surfnet">https://www.surf.nl/en/about-surf/subsidiaries/surfnet</a>;
- · Parties wish to regulate their contractual relationship for a period of three years;
- SURFmarket is acting on behalf of the Institutions referred to in Schedule A to this Agreement.

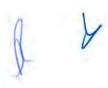
Declare that they have agreed as follows:

# Clause 1: Definitions

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

R >

- 1.5 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.
- 1.6 Documentation: the description of the Licensed Material.
- 1.7 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.
- 1.8 Enhanced version: a modified version of the Content which its functionality is changed or extended.
- 1.9 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.
- 1.10 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.
- 1.11 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.
- 1.12 Licence Fee: the charge(s) payable for the Content as agreed by both Parties and which are specified in Schedule B.
- 1.13 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.
- 1.14 Market Area: the geographical area where SURFmarket can provide Intermediary specified according to categories of institutions, are given in Schedule A.
- 1.15 Media: the data media on which the Licensed Material is recorded.
- 1.16 New Publications: journals, datasets or audiovisual material which are released to the market by Publisher but which are not part of the Licensed Material.
- 1.17 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.
- 1.18 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.
- 1.19 SURFnet, the sister organization of Surf Market Institutions that connects Publishers to SURFconext.



- Clause 2: User Rights: the right to use the Licensed Material granted to the Institution by Publisher pursuant to the Licence Agreement. 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 Institutions not yet connected to SURFconext. For the latter variant SURFmarket delivers the IP ranges of Institutions to Publisher.

# Clause 3: Term of the Agreement for Intermediary Services Content

3.1 This Agreement is entered into for a period of three (3) years, commencing on 1 January 2017 and consequently ending on 31 December 2019.

## 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: Open Access Publishing

- 5.1 Corresponding Authors who are affiliated to the Institution and who qualify as Eligible Authors according to the conditions set out in Attachment C-d are allowed to publish their articles in open access in the eligible journals at no direct costs to them.
- 5.2 The applicable open access publishing terms and conditions are covered in Attachment C-b ("Open Access Publishing").
- 5.3 Parties agree to and evaluate relevant workflows and tools with regard to open access publishing.
- 5.4 Articles are made available under the Creative Commons Attribution Non-Commercial Non Derivative 4.0 License (CC BY-NC-ND).
- Publisher will provide APC waiver codes to the Institutions. After acceptance of an article, the Corresponding Author needs to obtain a waiver code from their Institution. The institution will verify the author and provide the waiver code for the author to use. If an author has not submitted an article for publishing in open access, the Institution will be able to request the article to be published in open access until three months after submission.
- 5.6 If the Agreement between Parties becomes available after the starting date, Parties will agree on publishing articles in Open Access retroactively.



- 5.7 Publisher will provide an automated article upload service to PubMed Central and Publisher will deliver a quarterly report of the articles that have been published in Open Access in hybrid journals in each quarter. The report gives an overview of the corresponding author(s), the affiliation of the corresponding author(s), the article title and journal volume, per institute. The report will be delivered within 4 weeks after the end of each quarter.
- 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 Institutions, the corresponding author(s), the affiliation of the corresponding author(s), the article titles, journal volumes and open access Y/N. The report is delivered within 4 weeks after the end of the 6 month periods.
- When technically viable, 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 <a href="http://www.niso.org/news/pr/view?item\_key=641bc3f6540b533afee9e7db9edebb6dd5b0ed8">http://www.niso.org/news/pr/view?item\_key=641bc3f6540b533afee9e7db9edebb6dd5b0ed8</a>

## Clause 6: Performance SURFmarket

- 6.1 SURFmarket will act as an intermediary in respect of the creation of Licence Agreements between Institutions and Publisher within the Market Area. In all its actions vis-à-vis Institutions (including potential Institutions), SURFmarket will at all times make clear that it is acting as an independent party. SURFmarket will not do or say anything that may create the impression that SURFmarket's authority to act on behalf of Publisher extends any further than specified in the Agreement for Intermediary Services Content.
- 6.2 SURFmarket will provide Intermediary Services in respect of the Licensed Material, types of Licence Agreements, and Licence Fees specified in Schedule B.
- 6.3 SURFmarket will not be permitted to actively recruit outside the Market Area. Within the Market Area, the Intermediary Services will be restricted to the Institutions.
- 6.4 SURFmarket will not be permitted to extend the number of categories listed in Schedule A without the prior written consent of Publisher. Publisher will not refuse its consent on unreasonable grounds.
- 6.5 SURFmarket undertakes to do or refrain from doing anything that a proper intermediary, acting reasonably and professionally, should do or refrain from doing and to promote the interests of the Parties to the best of its knowledge and ability and in all reasonable and fairness.
- 6.6 SURFmarket will not make any statements regarding the functioning or other aspects of the Licensed Material that might be misleading or that SURFmarket knows, or should know, cannot be fulfilled. SURFmarket indemnifies Publisher for any claims for damages asserted by Institutions, its Users (including potential Institutions, and its Users) on the basis of statements or actions on the part of SURFmarket.
- 6.7 SURFmarket will immediately notify Publisher of any deficiencies in the functioning of the Licensed Material and/or of any complaints made by Institutions. SURFmarket will not be authorised, without the written consent of Publisher, to offer solutions to deficiencies to Institutions or to deal with customers' complaints.



## Clause 7: Creation of Licence Agreements

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

## Clause 8: Limitation of Liability

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

#### Clause 9: Intellectual Property Rights

- 9.1 SURFmarket will be entitled to make use of Publisher's trademarks, trade names, and other indications of origin to identify the Licensed Material in the context of its work pursuant to the Agreement for Intermediary Services Content.
- 9.2 The intellectual property rights in respect of the Licensed Material will be vested in Publisher.
- 9.3 Parties will not register one another's trademarks, trade names, or other indications of origin (or any other marks or symbols similar to them) and will only use them in the manner indicated by Parties. This provision also applies to designs, materials, and documentation that form the basis for SURFconext, SURFnet, and its network.
- 9.4 SURFmarket will inform Publisher as soon as possible of any Infringement of Publisher's trademarks or other intellectual property rights of Publisher due to the use of the Licensed Material, which comes to the attention of SURFmarket. In this connection, SURFmarket will render all reasonable co-operation to Publisher as regards rectifying such infringements.
- 9.5 SURFmarket's right to make use of Publisher's trademarks, trade names, or other indications of origin will terminate by operation of law at the point when this Agreement for Intermediary Services Content is terminated, dissolved, for whatever reason. SURFmarket will ensure, in so far as it is reasonably able, that by terminating or dissolving the Licence Agreement, the Institution will observe the termination of the Rights of Use.
- 9.6 SURFmarket will be entitled to refer to itself in respect of the Licensed Material as an authorised intermediary of Publisher.



- 9.7 SURFmarket will make reasonable efforts to ensure 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.
- 9.8 Publisher will respect the (intellectual) property rights respecting designs, materials and documentation that underlie SURFconext.

# Clause 10: Licensed Material, Licence Models and Licence Fees

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

# Clause 11: Reporting and Invoicing

- 11.1 The invoice for the Rights of Use to be granted by Publisher to the Institution pursuant to a Licence Agreement will be submitted only to SURFmarket for payment.
- 11.2 Invoices will be submitted no earlier than two months before the start of the period charged. Unless agreed otherwise, invoices will not charge for periods longer than one year.
- 11.3 SURFmarket will effectuate payment to Publisher of the amount of the invoice referred to in sub clause 1 of the present clause within 30 days of receiving the invoice. When paying an invoice, SURFmarket will not be entitled to invoke any discount, deduction, compensation, or postponement whatsoever other than as provided for in this Agreement. SURFmarket will be allowed to pay in instalments.
- 11.4 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 12: Delivery of Licensed Material

- 12.1 SURFmarket or Publisher will make Licensed Material available to an Institution subject to the conditions set forth in Schedule C after the Institution has signed the Licence Agreement.
- 12.2 Upon the Institution having signed the Licence Agreement or having stated unconditionally that it agrees to the provisions of the said Licence Agreement, Publisher will provide the Institution with access to the Licensed Material in accordance with the provisions set forth in Schedule D.

- 12.3 Publisher reserves the right to withdraw at any time from the Licensed Material any item or part of an item for which it no longer retains the right to publish and for which the Publisher has been unable to secure the provisions as set out in Schedule D, or any item or part of an item for which the Publisher has reasonable grounds to believe it infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Publisher will give written notice to the Institution of such withdrawal. If the withdrawn material represents more than five per cent (5%) of the Licensed Material the Publisher will make a pro rata refund of part of the Licence Fee to the Institution, taking into account the amount of material withdrawn and the remaining term of this Agreement for Intermediary Services Content.
- 12.4 SURFmarket shall have complimentary access to the Licensed Material for the purpose of providing information to the Institutions.

#### Clause 13: Guarantee

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

#### Clause 14: Long term preservation and continuous access

- 14.1 Long term preservation:
  - Publisher will archive the Licensed Material in at least one of the established e-journal archiving initiatives. Archiving services currently used are LOCKSS and PORTICO.
- 14.2 Continuous access in case of 'trigger events':
  - Publisher guarantees continuous access to and use of the Licensed Material which was published and paid for during the term of this and possible preceding Agreements for Intermediary Services between the Publisher and the Institution through one of the established e-journal archiving initiatives if one or more of the following events ('trigger events') occur:
  - a catastrophic and sustained failure of the Publisher's delivery platform, or
  - the Publisher stops operations, or
  - the Publisher ceases to publish a title, or
  - the Publisher no longer offers back issues.
- 14.3 Continuous access in case of termination of the Agreement for Intermediary Services Content:

In the case of termination of the Agreement for Intermediary Services Content, except when such termination is due to a breach of the Agreement for Intermediary Services Content by SURFmarket, Publisher will provide (at the option 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:

14.3.1 continued online access to archival copies of the same Licensed Material on the Publishers' server;

- 14.3.2 granting access to one of the aforementioned accepted e-journal archiving solutions;
- 14.3.3 supplying archival copies of the same Licensed Material to an archiving facility shared by more Institutions;
- 14.3.4 supplying archival copies of the same Licensed Material to an Institution to be uploaded to the protected network of the Institution.
- 14.4 Ovid, as part of Wolters Kluwer, is a signatory of Project Transfer and complies with the requirements of that ( <a href="http://www.niso.org/workrooms/transfer/transfer\_publishers/">http://www.niso.org/workrooms/transfer\_publishers/</a>).

# Clause 15: Premature termination or dissolution

- 15.1 Premature termination of this Agreement for Intermediary Services Content by either Party will be possible with immediate effect, without judicial intervention, and without any obligation to pay damages in the following circumstances:
  - 15.1.1 the other Party acts contrary to the arrangements set forth in this Agreement for Intermediary Services Content, including but not restricted to no longer being able to give access to the Licensed Material through Publisher losing the right to allocate Rights of Use;
  - 15.1.2 submission of an application for a suspension of payments by either Party;
  - 15.1.3 insolvency of either Party.
- 15.2 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 16: Termination of the Service

- 16.1 Publisher will cooperate proactively with a responsible transfer and/or responsible termination of the Service.
- 16.2 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.
- 16.3 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 17: Indivisibility of Agreement for Intermediary Services Content

17.1 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: Text and Datamining.

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

Agreement for Intermediary Services Content

Schedule A: Categories of Institutions;

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

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

Schedule E: Text and Datamining;

#### Clause 18: General

- 18.1 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.
- 18.2 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.
- 18.3 Each Party will appoint an employee authorised to represent the Party in the context of this Agreement for Intermediary Services Content.
- 18.4 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.
- 18.5 Any dispute arising between Parties in respect of this Agreement for Intermediary Services Content will be submitted to the competent court in the court district of Utrecht, The Netherlands, for adjudication.
- 18.6 Parties may agree that, in deviation from what is provided in the previous sub clause, a dispute will be made subject to arbitration in accordance with the conditions of the Netherlands Arbitration Institution [Nederlands Arbitrage Instituut] or according to an arbitration agreement (to be drawn up); or that a mutual solution to the dispute be sought by means of mediation in accordance with the rules of the Netherlands Mediation Institution (NMI) (Rotterdam, The Netherlands); or that a binding opinion be requested in respect of the dispute.
- 18.7 In the event of a dispute as referred to in Clause 15.1 of this Agreement, either Party will notify the other Party in writing that such dispute has arisen, giving a concise summary of what the former Party considers to be the subject of said dispute.
- 18.8 This Agreement for Intermediary Services Content and the Licence Agreement that is to be concluded will be subject to Dutch law.

Thus agreed and signed in duplicate
in:

SURFmarket
in:

on:

Ovid Technologies BV and, for the purposes of Clause 5 of this Agreement and Schedule C-b of the model license, Wolters Kluwer Health Inc.

Schedule A List of Institutions

Schedule B Description of Content, Licence Models and Licence Fees

Schedule C Model Licence Agreement

Schedule E Text and Datamining

4

Agreement for Intermediary Services Content Agreement number: BO201600084 Schedule A

# **Categories of Institutions**

# Market Area Kingdom of the Netherlands:

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

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



# **Agreement for Intermediary Services Content**

Schedule B

Agreement number: BO201600084

# Licensed Material, Types of Licence, and Licence Fees

(amounts exclusive of VAT)

Licensed Material	Category	Licence Fee
LWW Total Access Collection and Open Access publishing	Universities	2017: € 810.000 2018: € 834.300
rights		2019: € 859.329

# 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 as well as open access publishing rights for the Licensed Material

#### Conditions

- 1. LWW Total Access Collection comprises access to all available journals listed in Schedule C-b part 1. The above prices include site license access for an unlimited number of users;
- 2. LWW Open Access publishing rights are available for LWW hybrid journals listed in Schedule Cb part 2;
- 3. During the agreement SURFmarket can extend access to the universities without a medical school at no extra cost;
- The Licence Fee for new members will be based on the holdings for Licensed Material of the Institution in year 1 and is a provisional amount awaiting reconciliation of the individual subscriptions. The definite list of subscriptions will be agreed with the individual Institution and the total amount may be adjusted accordingly;
- If the licence is acquired in the course of a licence year, the Licence Fee will be paid proportionately (per month);
- 6. Prices are in Euro, exclusive of VAT;
- 7. In the event of a merger of Institutions, the individual Licence Agreements taking effect in the next licence year may be subject to a renegotiation of price and terms;
- Other SURFmarket members can join the Licence Agreement at a fee to be determined by Publisher;
- 9. SURFmarket members are entitled to dual access for relevant titles through the Highwire platform at no extra cost or for a discounted fee depending on the title.



### **Model Licence Agreement**

#### The undersigned:

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

and

OVID Technologies B.V., with its registered office at Zuidpoolsingel 2, 2408 MA Alphen aan den Rijn, Netherlands, and for the purpose of Schedule C-b of the model license, Wolters Kluwer Health Inc. duly represented in this matter by its managing director Europe, 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 22 Dec 2016 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 initialled by Parties, forms/form part of the Agreement for Intermediary Services Content (and replaces/replace another Schedule or Appendices that may have been agreed on previously);
- 1.3 Authentication: Determination by an Institution 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;

f Y

- Agreement number: BO201600084
- 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 as agreed by Parties and which are specified in Schedule C-a;
- 1.11 Licensed Material: the material specified in Schedule C-a of which the Institution can acquire 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 Rightholder: the holder of the intellectual property rights in respect of the Licensed Material that can set conditions, on an exclusive basis, for the use, duplication and distribution of Licensed Material with one or more specific brands (including trade names), or the party designated by such holder for a particular region or target group of customers that has the exclusive right to allocate the Distribution function requested by SURFmarket to SURFmarket;
- 1.15 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: <a href="http://www.surfnet.nl/en/Thema/coin/Pages/default.aspx">http://www.surfnet.nl/en/Thema/coin/Pages/default.aspx</a>
- 1,17 SURFnet: the sister organisation 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.



Agreement number: BO201600084

#### 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 2019 or on the date of termination of the Agreement for Intermediary Services Content referred to in the preamble to the Agreement;
- 2.5 The Publisher hereby grants to the Institution, subject to and in accordance with the terms of the Agreement, a non-exclusive licence for the metadata associated with the Licensed Material for use in local library catalogues, union catalogues, and such other library and information systems including but not limited to search machines of the Institution and third parties. The use of metadata by commercial search machines does not constitute commercial use as long as that metadata is not sold, lent, distributed or otherwise re-licensed via that search machine or the access to that metadata on that search machine is exclusively being charged for.

## 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;





Agreement number: BO201600084

- 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: Invoicing

6.1 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 7: Support

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

# Clause 8: Rights of Use

- 8.1 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 limited parts of the Licensed Material to the User's hard disk and printing parts of the Licensed Material;
  - transferring limited 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 limited 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 use of parts of the Licensed Material in printed and/or electronic form in the context of inter-library loans;
  - 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 provided, in the case of subscription journals, that it is the author's final version that is lodged and not the published version. Articles published under a CC-BY-NC-ND license may be lodged immediately;
  - downloading and printing out limited parts of the Licensed Materials free of charge in Course Packs by members of staff in connection with courses for academic credit and distribute these to the students of the Institution;
  - incorporating links to the Licensed Materials as well as parts of the Licensed Materials in Course Packs in connection with courses for academic credit free of charge by members



Agreement number: BO201600084

- 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 9: Responsibilities

- 9.1 The Institution shall use reasonable commercial efforts to 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;
- 9.2 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 9.1;
- 9.3 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.

In extreme cases Publisher reserves the right to suspend or cut access.

# Clause 10: LIMITED WARRANTIES AND LIMITED LIABILITIES.

10.1 THE PRODUCTS, THE PLATFORMS, AND THE DOCUMENTATION HEREUNDER ARE FURNISHED BY PUBLISHER, ITS AFFILIATES AND LICENSORS AND ACCEPTED BY LICENSEE "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER. PUBLISHER, ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE FOREGOING, AND PUBLISHER, ITS AFFILIATES AND LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PRODUCTS, THE PLATFORMS, THE DOCUMENTATION OR THE RESULTS DERIVED THEREFROM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, CURRENCY, SUITABILITY, SYSTEM AVAILABILITY, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE). IN ADDITION, LICENSEE ACKNOWLEDGES THAT ACCESS TO THE PLATFORMS AND THE PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, LATENCY ISSUES AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND THAT PUBLISHER, ITS AFFILIATES AND ITS LICENSORS ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. NO PUBLISHER EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT.



Agreement number: BO201600084

- 10.2 THE PRODUCTS ARE NO SUBSTITUTE FOR INDIVIDUAL PATIENT ASSESSMENT BASED UPON THE LICENSEE'S HEALTHCARE PROFESSIONALS' EXAMINATION OF EACH PATIENT. WHILE CERTAIN PRODUCTS MAY DESCRIBE VARIOUS BASIC PRINCIPLES OF DIAGNOSIS AND THERAPY, SUCH PRODUCTS SHOULD BE USED AS GENERAL MEDICAL REFERENCE MATERIALS TO ASSIST THE HEALTHCARE PROFESSIONAL REACH DIAGNOSTIC AND TREATMENT DECISIONS. LICENSEE (AND ITS HEALTHCARE PROFESSIONALS) SHOULD EXERCISE THEIR OWN INDEPENDENT PROFESSIONAL AND CLINICAL JUDGMENT, TAKING INTO ACCOUNT INFORMATION ABOUT PARTICULAR INDIVIDUAL PATIENTS THAT CANNOT BE ASCERTAINED OR TAKEN INTO ACCOUNT AS A PART OF NECESSARILY GENERIC OR SUMMARY PRODUCTS, GIVEN CONTINUOUS, RAPID ADVANCES AND CHANGES IN MEDICAL SCIENCE AND HEALTH INFORMATION, LICENSEE (AND ITS HEALTHCARE PROFESSIONALS) SHOULD CONSULT A VARIETY OF SOURCES WHEN PRESCRIBING MEDICATION, INCLUDING THE MANUFACTURER'S "PACKAGE INSERT". THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION SHOULD NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION IS SAFE, APPROPRIATE OR EFFECTIVE IN ANY GIVEN PATIENT. LICENSEE ACKNOWLEDGES THAT THE PROFESSIONAL DUTY TO THE PATIENT IN PROVIDING HEALTHCARE SERVICES LIES SOLELY WITH THE HEALTHCARE PROFESSIONAL PROVIDING PATIENT CARE SERVICES. LICENSEE AND ITS HEALTHCARE PROFESSIONALS ARE SOLELY RESPONSIBLE FOR THE USE OF ANY PRODUCTS, AND LICENSEE'S HEALTHCARE PROFESSIONALS ARE RESPONSIBLE FOR INDEPENDENTLY REACHING ANY MEDICAL JUDGMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NO RESPONSIBILITY IS ASSUMED BY PUBLISHER, ITS AFFILIATES OR LICENSORS FOR ANY INJURY AND/OR DAMAGE TO PERSONS OR PROPERTY, AS A MATTER OF PRODUCTS LIABILITY, NEGLIGENCE LAW OR OTHERWISE, OR FROM ANY REFERENCE TO OR USE BY LICENSEE (OR ANY OF ITS HEALTHCARE PROFESSIONALS) OF ANY OF THE PRODUCTS.
- LIMITATION OF LIABILITY. IN NO EVENT SHALL PUBLISHER, ITS AFFILIATES OR LICENSORS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE TO LICENSEE, ITS AUTHORIZED USERS OR ANY THIRD PARTY WHOSE CLAIM ARISES FROM OR IS RELATED TO THE AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, (A) FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY CLAIMS, DAMAGES OR COSTS OF ANY NATURE IN EXCESS OF THE LICENSE FEE PAID BY LICENSEE TO PUBLISHER DURING THE TWELVE MONTHS PRECEDING THE EARLIEST EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY AND THE DISCLAIMERS SET FORTH IN THIS SECTION 10.2 ARE INDEPENDENT OF ANY REMEDIES SET FORTH HEREIN AND WILL SURVIVE AND APPLY EVEN IF SUCH REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

### 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 6.1 of the Agreement, the Institution shall be deemed to be in breach by operation of law;



Agreement number: BO201600084

11.2 A breach such as referred to in Clause 9.1 or a situation in which the Institution fails to comply with, fails to comply with completely, or fails to comply properly with any other obligation arising from this Agreement, or acts contrary to such obligation, shall entitle Publisher – after Publisher has notified the Institution in writing of the breach, setting a reasonable term for compliance with the relevant obligation – to consider the Agreement to have been dissolved, without any further warning being required.

## Clause 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;
- 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 other 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;
- 12.5 Publisher will process the Institution Data only within the European Union 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 securityrelated incidents and their potential impact on the processing of Institution Data;

Agreement number: BO201600084

- 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.

### 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.
- 16.3 The Parties may agree that, in deviation from what is provided in Clause 15.2, a dispute within the intention of Clause 15.2 shall be settled by means of arbitration pursuant to an arbitration agreement (to be drawn up) or that a binding opinion shall be requested in respect of the dispute.
- 16.4 A dispute shall be deemed to exist if one of the Parties notifies the other Party to that effect by registered mail.



Schedule C Agreement number: BO201600084	s content			
Thus agreed, drawn up in duplicate, a	nd signed			
in				
on				
<name institution="" of=""></name>				
Ovid BV and for	rthe nurnose o	f Schedule C-h of	he model license, \	Wolter

# **Schedules**

Kluwer Health Inc.

- 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



Schedule C-a

Agreement number: BO201600084

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

(amounts exclusive of VAT)

Licensed Material	Category	Licence Fee
LWW Total Access Collection	Universities	2017: € 810.000
and Open Access publishing rights		2018: € 834.300 2019: € 859.329

#### 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 as well as open access publishing rights for the Licensed Material

#### Conditions

- LWW Total Access Collection comprises access to all available journals listed in Schedule C-b part 1. The above prices include site license access for an unlimited number of users.
- 2. LWW Open Access publishing rights are available for LWW hybrid journals listed in Schedule C-b part 2.
- During the agreement SURFmarket can extend access to the universities without a medical school at no extra cost.
- 4. The Licence Fee for new members will be based on the holdings for Licensed Material of the Institution in year 1 and is a provisional amount awaiting reconciliation of the individual subscriptions. The definite list of subscriptions will be agreed with the individual Institution and the total amount may be adjusted accordingly.
- If the licence is acquired in the course of a licence year, the Licence Fee will be paid proportionately (per month);
- 6. Prices are in Euro, exclusive of VAT;
- 7. In the event of a merger of Institutions, the individual Licence Agreements taking effect in the next licence year may be subject to a renegotiation of price and terms;
- Other SURFmarket members can join the Licence Agreement at a fee to be determined by Publisher;
- SURFmarket members are entitled to dual access for relevant titles through the Highwire platform at no extra cost or for a discounted fee depending on the title.



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

### 1. Eligible authors

Teaching and research staff employed by or otherwise accredited to one of the Institutions as well as students enrolled or accredited to one of the Institutions.

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 they have signed the then current open access publishing agreement with Publisher. This agreement will be Creative Commons Attribution Non-Commercial Non-Derivative (CC BY-NC-ND)

# 2. Eligible Article Types

Article types are limited to Research Articles, Reviews and Case Reports in any LWW proprietary or society hybrid journal. Specific Gold titles, (currently Medicine, Medicine, Neurology Neuroimmunology & Neuroinflammation, PRS Global Open and Transplantation Direct) are excluded from this Agreement.

#### 3. The parties' obligations

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

- Publisher shall not levy article processing charges directly on Authors who have identified themselves and whose eligibility has been verified by an Institution;
- Publisher shall list and include the Institutions in the publishing process, enabling Authors to identify themselves as such;
- Publisher will provide APC waiver codes to the Institutions. After acceptance of an article, the
  Corresponding Author needs to obtain a waiver code from their Institution. The institution will
  verify the author and provide the waiver code for the author to use. If an author has not
  submitted an article for publishing in open access, the Institution will be able to request the
  article to be published in open access until three months after submission.
- Institution 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, the author is not eligible anymore to publish the article as Open Access;
- Publisher shall provide email notifications to the Author each time the Author identifies himself
  as eligible and will report to Institutions on articles using the waiver code;
- Institution shall ensure that the Institutions confirm or deny the eligibility of the author. In case
  Publisher does not receive either a confirmation or a denial within 3 business days after
  Publisher has notified the Institution, Publisher shall deem the author to be eligible and
  continue the publishing process;
- The parties might change this identifying process and amend this Agreement accordingly.



Agreement number: BO201600084

# Support

Publisher 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;
- an annual course dealing with use of the Licensed Material for the contact persons appointed by the Institutions;
- an annual course dealing with use of the Licensed Material for groups of Users;
- instructional material;
- promotional material.



# **Detailed list of Licensed Material with access rights**

Nr.	Publication Title	ISSN print	ISSN Online	SURF#
1	Academic Medicine	1040-2446	1040-2446	14346
	ACADEMIC Physician and Scientist - Backfile	1093-1139		21892
3	ACSM'S Health and Fitness Journal	1091-5397	1536-593X	14347
4	Addictive Disorders and Their Treatment	1531-5754	1535-1122	14348
5	Advanced Emergency Nursing Journal	1931-4485		21893
6	Advances in Anatomic Pathology	1072-4109	1533-4031	14349
7	Advances in Neonatal Care	1536-0903	1536-0911	21894
8	Advances in Nursing Science	0161-9268	1550-5014	14350
9	Advances in Skin and Wound Care	1527-7941	1538-8654	14351
10	Adverse Drug Reaction Bulletin	0044-6394	0044-6394	14353
11	AIDS	0269-9370	1473-5571	14354
12	AJN: American Journal of Nursing	0002-936X	1538-7488	14355
13	AJSP: Reviews and Reports	2381-5949	2381-5949	33019
14	Alzheimer Disease and Associated Disorders	0893-0341	0893-0341	14358
15	Alzheimer's Care Today - Backfile	1936-3001	0000 0012	21895
16	American Journal of Clinical Oncology: Cancer Clinical Trials	0277-3732	1537-453X	14359
17	American Journal of Dermatopathology	0193-1091	1533-0311	14360
	American Journal of Forensic Medicine and Pathology	0195-7910	1533-404X	14361
19	American Journal of Physical Medicine and Rehabilitation	0894-9115	1537-7385	14367
20	American Journal of Surgical Pathology	0147-5185	1532-0979	14368
21	American Journal of Surgical Pathology  American Journal of Therapeutics	1075-2765	1536-3686	14370
_	Anesthesia and Analgesia	0003-2999	1526-7598	14371
22	Anesthesia and Analgesia Case Reports	2325-7237	1320 7330	30424
_		0003-3022	1528-1175	14372
24	Anesthesiology	0148-7043	1536-3708	14373
	Annals of Plastic Surgery	0003-4932	1528-1140	14374
26	Annals of Surgery	0959-4973	1473-5741	14375
27	Anti-Cancer Drugs	1062-3345	1533-4058	14376
	Applied Immunohistochemistry and Molecular Morphology	1079-5642	1524-4636	14379
29	Arteriosclerosis, Thrombosis and Vascular Biology	0363-471X	1537-1905	33020
	ASA Refresher Courses in Anesthesiology - Backfile		1537-1903 1538-943X	14381
31	ASAIO Journal	1058-2916	0894-7376	14383
32	Back Letter, The	0894-7376		
33	Behavioural Pharmacology	0955-8810	1473-5849	14384
34	Biomedical Safety and Standards	1080-9775	1550-2430	14386
35	Blood Coagulation and Fibrinolysis	0957-5235	1473-5733	14387
36	Blood Pressure Monitoring	1359-5237	1473-5725	14388
37	Cancer Journal, The	1528-9117	1540-336X	21896
38	Cancer Nursing	0162-220X	1538-9804	14392
39	Cardiology in Review	1061-5377	1538-4683	14393
40	Cardiopulmonary Physical Therapy Journal	1541-7891	2720 2220	32018
41	Cardiovascular Endocrinology	2162-6898	2162-688X	28061
42	CIN: Computers, Informatics, Nursing	1538-2931	1538-9774	14395
43	Circulation	0009-7322	1524-4539	14396
44	Circulation Research	0009-7330	1524-4571	14397
45	Circulation: Arrhythmia and Electrophysiology	1941-3149	1941-3084	26193
46	Circulation: Cardiovascular Genetics	1942-325X	1942-3268	26194
47	Circulation: Cardiovascular Imaging	1941-9651	1942-0080	26195
48	Circulation: Cardiovascular Interventions	1941-7640	1941-7632	26196
49		1941-7713	1941-7713	26197
50		1941-3289	1941-3297	26198
51	Clinical Dysmorphology	0962-8827	1473-5717	14399
52	Clinical Journal of Pain, The	0749-8047	1536-5409	14400
53	Clinical Journal of Sport Medicine	1050-642X	1536-3724	14401
54		0362-5664	1537-162X	14402



Nr.	Publication Title	ISSN print	ISSN Online	SURF#
55	Clinical Nuclear Medicine	0363-9762	1536-0229	14403
56	Clinical Nurse Specialist	0887-6274	1538-9782	14404
57	Clinical Nutrition Insight- Backfile	1938-8640		33021
58	Clinical Obstetrics and Gynecology	0009-9201	1532-5520	14405
59	Clinical Pulmonary Medicine	1068-0640	1536-5956	14408
60	Clinical Spine Surgery	1536-0652	2380-0186	32031
61	Cognitive and Behavioral Neurology	1543-3633	1537-0887	14409
62	Contemporary Critical Care - Backfile	1543-9003	1543-9003	14412
63	Contemporary Diagnostic Radiology	0149-9009	1938-1395	14413
64	Contemporary Neurosurgery	0163-2108	0163-2108	14414
65	Contemporary Ophthalmology - Backfile	1537-5846	1537-5846	14415
66	Contemporary Optometry - Backfile	1541-5783	1541-5783	14416
67	Contemporary Spine Surgery	1527-4268	2161-1181	14417
	Continuum: Lifelong Learning in Neurology	1080-2371	1538-6899	14418
68	Cornea	0277-3740	1536-4798	14420
69		0954-6928	1473-5830	14421
70	Coronary Artery Disease		1530-0293	14422
71	Critical Care Medicine	0090-3493		
72	Critical Care Nursing Quarterly	0887-9303	1550-5111	14423
73	Critical Pathways in Cardiology: A Journal of Evidence- Based Medicine	1535-282X	1535-2811	14424
74	Current Opinion in Allergy and Clinical Immunology	1528-4050	1473-6322	14425
75	Current Opinion in Anesthesiology	0952-7907	1473-6500	14426
76	Current Opinion in Cardiology	0268-4705	1531-7080	14427
77	Current Opinion in Clinical Nutrition and Metabolic Care	1363-1950	1473-6519	14428
78	Current Opinion in Critical Care	1070-5295	1531-7072	14429
79	Current Opinion in Endocrinology, Diabetes and Obesity	1752-296X	1752-2978	21898
80	Current Opinion in Gastroenterology	0267-1379	1531-7056	14431
81	Current Opinion in Hematology	1065-6251	1531-7048	14432
		1746-630X	1746-6318	14433
82	Current Opinion in HIV and AIDS	0951-7375	1473-6257	14434
83	Current Opinion in Infectious Diseases	0957-9672	1473-6535	14436
84	Current Opinion in Lipidology			14437
85	Current Opinion in Nephrology and Hypertension	1062-4821	1473-6543	
86	Current Opinion in Neurology	1350-7540	1473-6551	14438
87	Current Opinion in Obstetrics and Gynecology	1040-872X	1473-656X	14440
88	Current Opinion in Oncology	1040-8746	1531-703X	14441
89	Current Opinion in Ophthalmology	1040-8738	1531-7021	14442
90	Current Opinion in Organ Transplantation	1087-2418	1531-7013	14443
91	Current Opinion in Otolaryngology and Head and Neck Surgery	1068-9508	1531-6998	14445
92	Current Opinion in Pediatrics	1040-8703	1531-698X	14446
93	Current Opinion in Psychiatry	0951-7367	1473-6578	14447
	Current Opinion in Pulmonary Medicine	1070-5287	1531-6971	14449
95		1040-8711	1531-6963	14450
	Current Opinion in Supportive and Palliative Care	1751-4258	1751-4266	21899
97	Current Opinion in Urology	0963-0643	1473-6586	14451
98	Current Orthopaedic Practice	1940-7041	1941-7551	21900
99	Current Sports Medicine Reports	1537-890X	1537-8918	21902
100	Dermatitis	1710-3568	2162-5220	28062
101		1076-0512		32020
102		0730-4625	1538-8646	14454
	Diseases of the Colon and Rectum	0012-3706	1530-0358	21904
		0196-0202	1538-4667	14455
	Ear and Hearing			21905
	Emergency Medicine News	1054-0725	1552-3624	
	Endocrinologist, The - Backfile	1051-2144	1539-9192	14456
107	Epidemiology	1044-3983	1531-5487	14457
	European Journal of Anaesthesiology	0265-0215	1365-2346	21906
	European Journal of Cancer Prevention	0959-8278	1473-5709	14459
110	European Journal of Emergency Medicine	0969-9546	1473-5695	14461
111		0954-691X	1473-5687	14462

Nr.	Publication Title	ISSN print	ISSN Online	SURF#
112	Evidence-Based Ophthalmology: Critical Appraisals and Healthcare Economic Analysis	1555-9203	1555-9203	33022
113	Exercise and Sports Sciences Reviews	0091-6331	1538-3008	14466
	Eye and Contact Lens: Science and Clinical Practice	1542-2321	1542-233X	14467
	Family and Community Health	0160-6379	1550-5057	14468
116	Female Pelvic Medicine and Reconstructive Surgery	2151-8378	1542-5991	14549
117	Frontiers of Health Services Management	0748-8157	2475-2797	33023
118		1042-895X	1538-9766	14469
	Harvard Review of Psychiatry	1067-3229	1465-7309	28069
	Health Care Management Review	0361-6274	1550-5030	14472
121		1525-5794	1550-512X	14473
122	Health Physics: The Radiation Safety Journal	0017-9078	1538-5159	14475
		0745-7472	1542-5991	21949
123		0/43 /4/2	1312 3331	33024
	HEART Insight- Backfile	0007 0211	1550 E120	14476
125	Holistic Nursing Practice	0887-9311	1550-5138	32021
	Home Healthcare Now	2374-4537	2374-4529	
	Hypertension	0194-911X	1524-4563	14478
	Implant Dentistry	1056-6163	1538-2982	14479
	Infants and Young Children	0896-3746	1550-5081	14480
	Infectious Diseases in Clinical Practice	1056-9103	1536-9943	14481
131	Inflammatory Bowel Diseases	1078-0998	1536-4844	14482
132	Innovations: Technology and Techniques in Cardiothoracic and Vascular Surgery	1556-9845	1559-0879	14483
133	International Anesthesiology Clinics	0020-5907	1537-1913	14485
134	International Clinical Psychopharmacology	0268-1315	1473-5857	14486
135	International Journal of Evidence-Based Healthcare	1744-1595	1744-1609	30426
	International Journal of Gynecological Cancer	1048-891X	1525-1438	21909
137	International Journal of Gynecological Pathology	0277-1691	1538-7151	14488
	International Journal of Rehabilitation Research	0342-5282	1473-5660	14489
	International Ophthalmology Clinics	0020-8167	1536-9617	14490
140	Intervention	1571-8883	1872-1001	21910
	Investigative Radiology	0020-9996	1536-0210	14491
147	JAIDS: Journal of Acquired Immune Deficiency Syndromes	1525-4135	1077-9450	14492
143			2202-4433	33025
144	JBJS Case Connector	2160-3251	2160-3251	33026
	JBJS Essential Surgical Techniques	2160-2204	2160-2204	33027
145	JBJS Journal of Orthopaedics for Physician Assistants	2470-1122		33028
147	JBJS Reviews	2329-9185	2329-9185	33029
	JCR: Journal of Clinical Rheumatology	1076-1608	1536-7355	14494
140	JONA: The Journal of Nursing Administration	0002-0443	1539-0721	14495
	Journal for Healthcare Quality	1062-2551	1333 0721	32022
150	Journal for Nurses in Professional Development	2169-9798	2169-981X	30428
151	Journal for Nurses III Professional Development	2158-8686	2159-0524	30429
	Journal of Acute Care Physical Therapy	1932-0620	1935-3227	21911
	Journal of Addiction Medicine		1548-7148	28063
154	Journal of Addictions Nursing	1088-4602		
155	Journal of Ambulatory Care Management, The	0148-9917	1550-3267	14499
	Journal of Bone and Joint Surgery, The	0021-9355	0021-9355	32023
157	Journal of Bronchology and Interventional Pulmonology	1944-6586	1948-8270	21951
158	Journal of Burn Care and Research	1559-047X	1559-0488	21912
159	Journal of Cardiopulmonary Rehabilitation and Prevention	1932-7501	1932-751X	21913
	Journal of Cardiovascular Medicine	1558-2027	1558-2035	14506
161	Journal of Cardiovascular Nursing	0889-4655	1550-5049	14507
162	Journal of Cardiovascular Pharmacology	0160-2446	1533-4023	14508
	Journal of Christian Nursing	0743-2550	1931-7662	21914
	Journal of Clinical Engineering	0363-8855	1550-3275	14509
	Journal of Clinical Gastroenterology	0192-0790	1539-2031	14510
166	Journal of Clinical Neuromuscular Disease	1522-0443	1537-1611	14511
	Journal of Clinical Neurophysiology	0736-0258	1537-1603	14513



Nr.	Publication Title	ISSN print	ISSN Online	SURF#
168	Journal of Clinical Psychopharmacology	0271-0749	1533-712X	14514
	Journal of Computer Assisted Tomography	0363-8715	1532-3145	14515
	Journal of Continuing Education in the Health Professions, The	0894-1912	0894-1912	32025
171	Journal of Craniofacial Surgery	1049-2275	1536-3732	14516
172	Journal of Developmental and Behavioral Pediatrics	0196-206X	1536-7312	14517
	Journal of ECT, The	1095-0680	1533-4112	14518
	Journal of Forensic Nursing	1556-3693	1939-3938	28064
	Journal of Geriatric Physical Therapy	1539-8412	2152-0895	21915
176	Journal of Glaucoma	1057-0829	1536-481X	14522
	Journal of Head Trauma Rehabilitation	0885-9701	1550-509X	14523
	Journal of Healthcare Management	1096-9012	1944-7396	33030
	Journal of Healthcare Management Journal of Hospice and Palliative Nursing	1522-2179	1539-0705	14524
	Journal of Hypertension	0263-6352	1473-5598	14525
	Journal of Trypertension  Journal of Immunotherapy	1524-9557	1537-4513	14527
		1533-1458	1539-0667	14529
	Journal of Infusion Nursing Journal of Lower Genital Tract Disease	1089-2591	1526-0976	14531
		0022-3018	1539-736X	14533
	Journal of Nervous and Mental Disease, The	1557-0576	1557-0584	21918
	Journal of Neurologic Physical Therapy		1536-5166	14534
	Journal of Neuro-Ophthalmology	1070-8022		
	Journal of Neuroscience Nursing	0888-0395	1945-2810	21919
	Journal of Neurosurgical Anesthesiology	0898-4921	1537-1921	14536
	Journal of Nursing Care Quality	1057-3631	1550-5065	14537
190	Journal of Nursing Research	1682-3141	1948-965X	21920
	Journal of Occupational and Environmental Medicine	1076-2752	1536-5948	14540
192		0890-5339	1531-2291	14542
193	Journal of Patient Safety	1549-8417	1549-8417	14543
	Journal of Pediatric Gastroenterology and Nutrition	0277-2116	1536-4801	14545
	Journal of Pediatric Hematology / Oncology	1077-4114	1536-3678	14544
	Journal of Pediatric Orthopaedics	0271-6798	1539-2570	14547
	Journal of Pediatric Orthopaedics, Part B	1060-152X	1473-5865	14548
198	Journal of Pediatric Surgical Nursing	2332-0249	7000 0000	30430
	Journal of Perinatal and Neonatal Nursing	0893-2190	1550-5073	14550
	Journal of Physician Assistant Education, The	1941-9430	1000 1000	32026
	Journal of Psychiatric Practice	1527-4160	1528-1145	14551
202	Journal of Public Health Management and Practice	1078-4659	1550-5022	14552
	Journal of Rehabilitation Nursing		the second	33031
204	Journal of Strength and Conditioning Research	1064-8011	1533-4287	21922
205	Journal of the American Academy of Orthopaedic Surgeons (JAAOS)	1067-151X		30431
	Journal of the American Academy of Physician Assistants	1547-1896	0893-7400	28338
	Journal of the Dermatology Nurses' Association	1945-760X	1945-7618	21923
208	Journal of Thoracic Imaging	0883-5993	1536-0237	14561
	Journal of Trauma and Acute Care Surgery, The	2163-0755	2163-0763	14564
	Journal of Trauma Nursing	1078-7496	1932-3883	14563
211	Journal of WOCN (Wound, Ostomy and Continence Nursing)	1071-5754	1528-3976	14567
212	Journal of Women's Health Physical Therapy	1556-6803	2152-0887	21952
213	JPO: Journal of Prosthetics and Orthotics	1040-8800	1534-6331	14569
214	Lippincott's Bone and Joint Newsletter	1543-9879	2161-6094	21925
215	LPN - Backfile	1553-0582		28065
216	MCN: The American Journal of Maternal / Child Nursing	0361-929X	1539-0683	14573
217	Medical Care	0025-7079	1537-1948	14574
218	Medical Innovation and Business - Backfile	1943-0701		21926
	Medicine and Science in Sports and Exercise	0195-9131	1530-0315	14577
	Melanoma Research	0960-8931	1473-5636	14579
	Menopause	1072-3714	1530-0374	14580
222	Nephrology Times - Backfile	14470000		33033
223		1074-7931	1074-7931	14581



Nr.	Publication Title	ISSN	ISSN	SURF#
		print	Online	14582
224	Neurology	0028-3878	1526-632X	14583
	Neurology Now	1553-3271	1553-3271	14584
226	Neurology Today	1533-7006	1533-7006	28066
227	Neurology: Clinical Practice	2163-0402	2163-0933	14586
228	NeuroReport	0959-4965	1473-558X	14591
	Nuclear Medicine Communications	0143-3636	1473-5628	
230	Nurse Educator	0363-3624	1538-9855	14592
231	Nurse Practitioner, The	0361-1817	1538-8662	14593 14600
232	Nursing	0360-4039	1538-8689	
233	Nursing Administration Quarterly	0363-9568	1550-5103	14594 21929
234	Nursing Critical Care	1558-447X	1558-450X	
235	Nursing Education Perspectives	1536-5026	1544 5106	32027 14596
	Nursing Made Incredibly Easy	1544-5186	1544-5186	14596
	Nursing Management	0774-6314	1538-8670	
	Nursing Research	0029-6562	1538-9847	14599
239	Nutrition Today	0029-666X	1538-9839	14602
240	Obstetric Anesthesia Digest	0275-665X	1536-5395	14603
241	Obstetrical and Gynecological Survey	0029-7828	1533-9866	14604
242	Obstetrics and Gynecology	0029-7844	0029-7844	14605
243	Oncology Times	0276-2234	1548-4688	21930
244	Oncology Times UK - Backfile	0726-2234		21931
245	Ophthalmic Plastic and Reconstructive Surgery	0740-9303	1537-2677	14607
246	Optometry and Vision Science	1040-5488	1538-9235	14608
247				33035
	Orthopaedic Nursing	0744-6020	1542-538X	14609
249		1531-7129	1537-4505	14610
250	PACEsetterS - Backfile	1449-7700		28067
251		0304-3959		32028
252		0885-3177	1536-4828	14612
253		1529-7535	1529-7535	14614
254		0749-5161	1535-1815	14615
255	Pediatric Infectious Disease Journal	0891-3668	1532-0987	14617
256		0898-5669	1538-005X	14618
257		1744-6872	1744-6880	14620
258		0032-1052	1529-4242	14621
250	Plastic Surgical Nursing	0741-5206	1550-1841	14624
260	the state of the s	1533-029X	1533-0303	14625
261		1932-8087	1932-8095	21936
262		0955-8829	1473-5873	14627
263	Psychopharm Review - Backfile			33036
	Psychosomatic Medicine	0033-3174	1534-7796	14628
204	Quality Management in Health Care	1063-8628	1550-5154	14630
200	Real Living with Multiple Sclerosis - Backfile	1079-4220	1079-4220	14632
		1098-7339		21938
267		2168-3808		32029
268		0275-004X	1539-2864	14633
269		1935-1089	1937-1578	21955
270	The state of the s	0954-139X	1473-5601	14634
271		0148-5717	1537-4521	14635
272		1073-2322	1540-0514	14636
273 274	Simulation in Healthcare: The Journal of the Society for	1559-2332	1559-713X	21939
	Simulation in Healthcare Soil Science	0038-075X	1538-9243	14637
275	L SOIL SCIENCE		1541-8243	14638
275		1 (1() 38-4 348		
276	Southern Medical Journal	0038-4348		14640
276 277	Southern Medical Journal Spine	0362-2436	1528-1159	14640 14641
276 277 278	Southern Medical Journal			14640 14641 21942

Nr.	Publication Title	ISSN print	ISSN Online	SURF#
281	Surgical Laparoscopy, Endoscopy and Percutaneous Techniques	1530-4515	1534-4908	14645
282	Survey of Anesthesiology	0039-6206	1536-7185	14646
283	Techniques in Foot and Ankle Surgery	1536-0644	1538-1943	14647
284	Techniques in Hand and Upper Extremity Surgery	1089-3393	1531-6572	14648
285	Techniques in Knee Surgery - Backfile	1536-0636	1538-1935	14649
286	Techniques in Ophthalmology - Backfile	1542-1929	1542-1937	14650
287	Techniques in Orthopaedics	0885-9698	0885-9698	14651
288	Techniques in Shoulder and Elbow Surgery	1523-9896	1539-591X	14652
289	Therapeutic Drug Monitoring	0163-4356	1536-3694	14655
290	Topics in Clinical Nutrition	0883-5691	1550-5146	14656
291	Topics in Geriatric Rehabilitation	0882-7524	0882-7524	14658
292	Topics in Language Disorders	0271-8294	1550-3259	14659
293	Topics in Magnetic Resonance Imaging	0899-3459	1536-1004	14660
294	Topics in Obstetrics and Gynecology: Practical CME Newsletter for Clinicians	2380-0216	2380-0216	32032
295	Topics in Pain Management	0882-5645	0882-5645	14661
296	Translational Journal of American College of Sports Medicine	2379-2868	2379-2868	32040
297	Transplantation	0041-1337	1534-0608	14663
298	Ultrasound Quarterly	0894-8771	1536-0253	14664



# Detailed list of Licensed Material with publishing rights

Nr.	Publication Title	ISSN print	ISSN Online	SURF#
1	Addictive Disorders and Their Treatment	1531-5754	1535-1122	14348
	Advanced Emergency Nursing Journal	1931-4485		21893
	Advances in Anatomic Pathology	1072-4109	1533-4031	14349
	Advances in Neonatal Care	1536-0903		21894
	Advances in Nursing Science	0161-9268	1550-5014	14350
	Advances in Skin and Wound Care		1538-8654	14351
7		0269-9370	1473-5571	14354
8		0893-0341	0893-0341	14358
9	American Journal of Clinical Oncology: Cancer Clinical Trials	0277-3732	1537-453X	14359
10	American Journal of Dermatopathology	0193-1091	1533-0311	14360
11	American Journal of Forensic Medicine and Pathology	0195-7910	1533-404X	14361
12	American Journal of Physical Medicine and Rehabilitation	0894-9115	1537-7385	14367
13	American Journal of Surgical Pathology		1532-0979	14368
	American Journal of Therapeutics		1536-3686	14370
	Anesthesia and Analgesia	0003-2999		14371
16	Anesthesia and Analgesia Case Reports	2325-7237		30424
	Annals of Plastic Surgery		1536-3708	14373
	Annals of Flastic Surgery  Annals of Surgery		1528-1140	14374
	Anti-Cancer Drugs		1473-5741	14375
20	Applied Immunohistochemistry and Molecular Morphology		1533-4058	14376
21	Arteriosclerosis, Thrombosis and Vascular Biology	1079-5642		14379
22	ASAIO Journal	1058-2916		14381
23	Asia-Pacific Journal of Ophthalmology	2162-0989	1555 5 157	28060
			1473-5849	14384
	Behavioural Pharmacology		1473-5733	14387
25			1473-5725	14388
	Blood Pressure Monitoring		1538-9804	14392
27			1538-4683	14393
28		2162-6808	2162-688X	28061
	Cardiovascular Endocrinology	1539-2031	1538-9774	14395
30			1524-4539	14396
31			1524-4571	14397
32			1941-3084	26193
_	Circulation: Arrhythmia and Electrophysiology		1942-3268	26194
34			1942-0080	26195
35			1942-0080	26196
36			1941-7632	26197
37	Circulation: Cardiovascular Quality and Outcomes			26198
38			1941-3297	14399
39		0962-8827		
	Clinical Journal of Pain, The		1536-5409	14400
	Clinical Journal of Sport Medicine		1536-3724	14401
42			1537-162X	14402
43			1536-0229	14403
44			1538-9782	14404
45	Clinical Spine Surgery		2380-0186	32031
46	Cognitive and Behavioral Neurology	1543-3633		14409
47		1080-2371		14418
48		0277-3740		14420
49	Coronary Artery Disease		1473-5830	14421
50	Critical Care Medicine		1530-0293	14422
51	Based Medicine		1535-2811	14424
52	Current Opinion in Allergy and Clinical Immunology	1528-4050		14425
53	Current Opinion in Anesthesiology		1473-6500	14426
54	Current Opinion in Cardiology	0268-4705	1531-7080	14427
55		1363-1950	1473-6519	14428



Nr.	rubilcation ritic	ISSN print	ISSN Online	SURF#
56	Current Opinion in Critical Care	1070-5295	1531-7072	14429
57	Current Opinion in Endocrinology, Diabetes and Obesity	1752-296X	1752-2978	21898
58		0267-1379	1531-7056	14431
59		1065-6251	1531-7048	14432
60		1746-630X	1746-6318	14433
61	The state of the s		1473-6257	14434
62	Current Opinion in Lipidology	0957-9672	1473-6535	14436
62	Current Opinion in Nephrology and Hypertension	1062-4821	1473-6543	14437
64	Current Opinion in Neurology		1473-6551	14438
			1473-656X	14440
65	A STATE OF THE PARTY OF THE PAR		1531-703X	14441
66			1531-7021	14442
67	Current Opinion in Ophthalmology		1531-7013	14443
68	Current Opinion in Organ Transplantation	1068-9508	1531-6998	14445
69	Current Opinion in Otolaryngology and Head and Neck Surgery			14446
70	Current Opinion in Pediatrics			
71	Current Opinion in Psychiatry	0951-7367	1473-6578	14447
72	Current Opinion in Pulmonary Medicine		1531-6971	14449
73	Current Opinion in Rheumatology		1531-6963	14450
74	Current Opinion in Supportive and Palliative Care		1751-4266	21899
75		0963-0643		14451
76		1940-7041		21900
77	Dermatitis	1710-3568	2162-5220	28062
78	Dermatologic Surgery	1076-0512		32020
		0012-3706	1530-0358	21904
80	Ear and Hearing	0196-0202	1538-4667	14455
81	Epidemiology		1531-5487	14457
82	European Journal of Anaesthesiology		1365-2346	21906
02	European Journal of Cancer Prevention		1473-5709	14459
83	European Journal of Cancer Frevention  European Journal of Emergency Medicine		1473-5695	14461
			1473-5687	14462
85	European Journal of Gastroenterology and Repatology	15/2-2321	1542-233X	14467
86			1550-5057	14468
87	Family and Community Health		1542-5991	14549
88			1538-9766	14469
89		1042-0938	1465-7309	28069
90			1550-5030	14472
91				1447
	Health Physics: The Radiation Safety Journal	0017-9078	1538-5159	1447
93			1550-5138	
	Home Healthcare Now	2374-4537		3202
95	Hypertension		1524-4563	
96	Implant Dentistry		1538-2982	14479
97			1536-9943	1448
98	Inflammatory Bowel Diseases		1536-4844	1448
99	Innovations: Technology and Techniques in Cardiothoracic and Vascular Surgery	1556-9845		1448
100	International Anesthesiology Clinics	0020-5907		1448
101	International Clinical Psychopharmacology	0268-1315		1448
102	International Journal of Evidence-Based Healthcare		1744-1609	3042
103	International Journal of Gynecological Cancer		1525-1438	2190
104	International Journal of Gynecological Pathology	0277-1691	1538-7151	1448
105	International Journal of Rehabilitation Research	0342-5282		1448
106	International Ophthalmology Clinics	0020-8167		1449
	International ophthalmology emiles	1571-8883	The second secon	2191
100	Investigative Radiology		1536-0210	1449
100	JAIDS: Journal of Acquired Immune Deficiency Syndromes		1077-9450	1449
110	JCR: Journal of Clinical Rheumatology		1536-7355	1449
110	JONA: The Journal of Nursing Administration		1539-0721	1449
111	Journal for Nurses in Professional Development	2169-9798		3042

Nr.	Publication Title	ISSN print	ISSN Online	SURF#
2.40	Thomas Thomas	2158-8686		30429
	Journal of Acute Care Physical Therapy	1932-0620		21911
	Journal of Addiction Medicine	1088-4602		28063
	Journal of Addictions Nursing		1550-3267	14499
	Journal of Ambulatory Care Management, The	0021-9355	0021-9355	32023
11/	Journal of Bone and Joint Surgery, The	1944-6586		21951
118	Journal of Bronchology and Interventional Pulmonology	1559-047X		21912
119	Journal of Burn Care and Research	1932-7501	1932-751X	21913
120	Journal of Cardiopulmonary Rehabilitation and Prevention	1558-2027	1558-2035	14506
	Journal of Cardiovascular Medicine	0889-4655		14507
122	Journal of Cardiovascular Nursing	0160-2446		14508
	Journal of Cardiovascular Pharmacology	0743-2550		21914
	Journal of Christian Nursing		1539-2031	14510
125	Journal of Clinical Gastroenterology		1537-1611	14511
	Journal of Clinical Neuromuscular Disease	0736-0258		14513
127	Journal of Clinical Neurophysiology		1537-1003 1533-712X	14514
128	Journal of Clinical Psychopharmacology		1532-3145	14515
_	Journal of Computer Assisted Tomography			32025
130	Journal of Continuing Education in the Health Professions, The	0894-1912	7435 8 130 6 5	
131	Journal of Craniofacial Surgery	1049-2275		14516
132	The state of the s		1945-7618	33042
	Journal of Developmental and Behavioral Pediatrics	0196-206X	1536-7312	14517
	Journal of ECT, The	1095-0680	1533-4112	14518
	Journal of Geriatric Physical Therapy	1539-8412	2152-0895	21915
	Journal of Glaucoma	1057-0829	1536-481X	14522
137	Journal of Head Trauma Rehabilitation	0885-9701	1550-509X	14523
	Journal of Hospice and Palliative Nursing		1539-0705	14524
	Journal of Hypertension		1473-5598	14525
	Journal of Immunotherapy	1524-9557	1537-4513	14527
141	Journal of Infusion Nursing		1539-0667	14529
147	Journal of Lower Genital Tract Disease		1526-0976	14531
143	Journal of Nervous and Mental Disease, The		1539-736X	14533
144			1557-0584	21918
	Journal of Neuro-Ophthalmology		1536-5166	14534
146	The state of the s		1945-2810	21919
147	Journal of Neurosurgical Anesthesiology		1537-1921	14536
	Journal of Nursing Care Quality		1550-5065	14537
	Journal of Nursing Research		1948-965X	21920
150	Journal of Norshing Research  Journal of Occupational and Environmental Medicine		1536-5948	14540
151			1531-2291	14542
	Journal of Patient Safety		1549-8417	14543
152	Journal of Pediatric Gastroenterology and Nutrition	0277-2116	1536-4801	1454
153	Journal of Pediatric Gastroenterology and Nation		1536-3678	1454
	Journal of Pediatric Orthopaedics		1539-2570	1454
155	Journal of Pediatric Orthopaedics  Journal of Pediatric Orthopaedics, Part B		1473-5865	1454
150	Journal of Perinatal and Neonatal Nursing		1550-5073	14550
150	Journal of Psychiatric Practice		1528-1145	1455
120	Journal of Public Health Management and Practice		1550-5022	1455
150	The state of the s		1533-4287	2192
160 161		1547-1896		2833
	Journal of Thoracic Imaging		1536-0237	1456
162	Journal of Triolacic Magnig  Journal of Trauma and Acute Care Surgery, The	2163-0755		1456
164	Journal of Trauma Nursing		1932-3883	1456
165	Journal of WOCN (Wound, Ostomy and Continence	1071-5754		1456
166	Nursing)  JPO: Journal of Prosthetics and Orthotics	1040-8800	1534-6331	1456
167	MCN: The American Journal of Maternal / Child Nursing		1539-0683	1457
	Medical Care		1537-1948	1457
100	Medicine and Science in Sports and Exercise	0195-9131		1457



Nr.	Publication Title	ISSN print	ISSN Online	SURF#
170	Malarana Daggarah		1473-5636	14579
			1530-0374	14580
	Menopause		1074-7931	14581
	Neurologist, The Neurology		1526-632X	14582
	Neurology: Clinical Practice		2163-0933	28066
			1473-558X	14586
	NeuroReport		1524-4040	14587
	Neurosurgery Nuclear Medicine Communications		1473-5628	14591
177			1538-9855	14592
178	Nurse Educator		1538-8662	14593
	Nurse Practitioner, The	0360-4039	1538-8689	14600
180	Nursing Nursing Administration Quarterly	0363-9568	1550-5103	14594
			1558-450X	21929
182	Nursing Critical Care	1536-5026		32027
	Nursing Education Perspectives		1544-5186	14596
184			1538-8670	14597
			1538-9847	14599
	Nursing Research		1538-9839	14602
187	Nutrition Today			14602
_	Obstetrical and Gynecological Survey		1533-9866	14604
189			1537-2677	
	Optometry and Vision Science		1538-9235	14608 14609
191			1542-538X	
192	Otology and Neurotology		1537-4505	14610
193		0304-3959	7023 7252	32028
194	Pancreas		1536-4828	14612
	Pathology		1465-3931	28068
196	Pathology Case Reviews		1533-4015	14613
197	Pediatric Critical Care Medicine		1529-7535	14614
198	Pediatric Emergency Care		1535-1815	14615
199	Pediatric Infectious Disease Journal		1532-0987	14617
	Pediatric Physical Therapy		1538-005X	14618
201			1744-6880	14620
202	Plastic and Reconstructive Surgery	0032-1052	1529-4242	14621
203	Point of Care: The Journal of Near-Patient Testing and Technology		1533-0303	14625
204		1932-8087		21936
	Psychiatric Genetics		1473-5873	14627
	Psychosomatic Medicine	0033-3174	1534-7796	14628
207	Quality Management in Health Care	1063-8628	1550-5154	14630
208	Regional Anesthesia and Pain Medicine	1098-7339	100000	21938
209	Rehabilitation Oncology	2168-3808		32029
	Retina	0275-004X	1539-2864	14633
	Retinal Cases and Brief Reports		1937-1578	21955
212	Reviews in Medical Microbiology		1473-5601	14634
213	Sexually Transmitted Diseases		1537-4521	14635
213	SHOCK: Injury, Inflamation, and Sepsis	1073-2322	1540-0514	14636
215		1559-2332	1559-713X	21939
216		0038-075X	1538-9243	14637
	Spine		1528-1159	14640
210	Strength and Conditioning Journal		1533-4295	21942
	Stroke		1524-4628	14642
220	Surgical Laparoscopy, Endoscopy and Percutaneous Techniques	1530-4515		14645
221	W. C. 1986 (1986)	0163-4356	1536-3694	14655
221	Therapeutic Drug Monitoring	0883-5691		14656
	Topics in Clinical Nutrition		0882-7524	14658
223			1550-3259	14659
224	Topics in Language Disorders Topics in Magnetic Resonance Imaging		1536-1004	14660



Nr.	Publication Title	ISSN print	ISSN Online	SURF#
226	Translational Journal of American College of Sports Medicine	2379-2868	2379-2868	32040
227	Transplantation	0041-1337	1534-0608	14663
	Ultrasound Quarterly	0894-8771	1536-0253	14664



Agreement number: BO201600084

# Access and availability Licensed Material

- Publisher will use reasonable commercial efforts to ensure 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.
- Publisher may temporarily suspend access to the Licensed Material without announcing this in advance if repair work is necessary as a result of an emergency that has occurred. Publisher will immediately inform SURFmarket of this event, giving the reasons. If the said repair work takes longer than one (1) working day, SURFmarket will be entitled to monetary reimbursement of a proportionate amount of the total Licence Fee.
- The Publisher reserves the right at any time to withdraw from the Licensed Material any item or part of an item for which it no longer retains the right to publish and for which the Publisher has been unable to secure the provisions as set out in Clauses 9.1 and 9.2, or any item or part of an item for which the Publisher has reasonable grounds to believe it infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Publisher will give written notice to the Institution of such withdrawal. If the withdrawn material represents more than five per cent (5%) of the Licensed Material the Publisher will make a pro rata refund of part of the Fee to the Institution, taking into account the amount of material withdrawn and the remaining term of the Agreement.
- Publisher undertakes to provide the SURFmarket and the Institutions with statistics on utilisation, free of charge, according to the standards of Project Counter (http://www.projectcounter.org).
- The Publisher agrees to use all best efforts to comply with the Open URL Standard
   (<a href="http://www.niso.org/apps/group-public/download.php/6640/The%20OpenURL%20Framework">http://www.niso.org/apps/group-public/download.php/6640/The%20OpenURL%20Framework</a>
   %20for%20Context-Sensitive%20Services.pdf).
- The Publisher agrees to use all best efforts to comply with the W3C Standard (http://www.w3.org/WAI/Resources/?#in).
- The Publisher agrees to inform SURFmarket and the Institutions once a year of the dark archives that the Publisher uses for the deposit of its content in the event of a force majeure or if the publisher ceases to exist.
- The Publisher agrees to use all best efforts to comply with the Code of Practice of Project Transfer relating to the transfer of titles between publishers (<a href="http://uksg.org/transfer">http://uksg.org/transfer</a>).
- Publisher will be responsible and accountable for the quality of access and availability of the Licensed Material.
- Publisher shall ensure the presence of an effective search engine, suitable for use by a broad public, which is able to produce a complete search and selection result for each search.
   Publisher accepts no responsibility for the completeness of the result.



Agreement number: BO201600084

- Publisher will use all best efforts to make the content available for reading on mobile devices, according to the standards of W3C (<a href="http://www.w3.org/2011/02/mobile-web-app-state.html">http://www.w3.org/2011/02/mobile-web-app-state.html</a>).
- Publisher shall be permitted to alter the structure of the Licensed Material and the search engine. If it intends making such alteration, Publisher shall inform SURFmarket at least ten (10) working days beforehand. Such alteration or alterations must not have a negative influence on the user interface or the search results.
- Publisher shall provide an annual list of changes made to the Licensed Material. The said list of changes shall be explicitly included in any annual evaluation of the Licensed Material by the Institutions.
- Unless separately agreed, Publisher shall not be permitted to include third-party advertising in the Licensed Material or in the context of providing the Licensed Material. Publisher shall be permitted to display a "banner" on parts of the Licensed Material specifying the publications from which specific portions are taken. Publisher shall be permitted to create a link to the websites of the providers of the said publications on condition that those websites do not contain frame killers.



#### **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:

- (a) for Text and Data Mining (TDM) by carrying out the following activities: Extract and index information from the Content to which the Institution has access under this License Agreement. Where required, mount, load and integrate the results on a server used for the Institution's text-mining system to evaluate and interpret the TDM Output.
- (b) store electronic copies of the Content on its computer or server as necessary solely to ensure efficient use on a TDM project.
- (c) use TDM Output as part of original research solely carried out by its 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.
- (d) make the results of any TDM Output available on an externally facing server or website as long as this inclusion consists of a limited number of lines of query-dependent text of individual full text items of Content (e.g. extracts from articles or book chapters).

# 2. Prohibited uses relating to Content and TDM Output

- (a) Subject to clause 1 above and unless agreed by separate written agreement, the Institution and the 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.
- (b) 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.



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

Licensor and the Institution agree to the following access protocols:

- (a) Licensor's platform does not support systematic downloading of content in neutral format. In order to effectuate a TDM request, Institution should contact their local representative to arrange the delivery of the required content.
- (b) The Institution shall ensure compliance with Licensor's usage policies and/or instructions, including security and technical access requirements. TDM may be undertaken on either locally loaded Content or as mutually agreed.
- (c) 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.
- (d) 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.

