#### The undersigned

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

#### and

OVID Technologies B.V., with its registered office at Zuidpoolsingel 2, 2408 ZE Alphen aan den Rijn, Netherlands, duly represented in this matter by provide the 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;
- SURF 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;
- SURF 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;
- SURF and Publisher have concluded the present Read & Publish Agreement, whereby Parties
  have stipulated that Publisher is prepared, on the conditions set out in the Licence Agreement
  as included in Schedule C to this Agreement, to grant Institutions Rights of Use in respect of
  the Licensed Material and SURF is prepared to perform the Services specified in this Read &
  Publish Agreement;
- The Parties wish to regulate their contractual relationship for a period of three years;
- SURF 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: this Read & Publish Agreement (Licensed Material) and its associated Schedules.

- 1.4 Contact Persons: the employees of the Institutions appointed by the Institutions who will maintain contact with SURF in respect of this Agreement.
- 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 pursuant to the terms of the applicable Licence Agreement.
- 1.6 Documentation: the description of the Licensed Material.
- 1.7 End-user: a person employed by the Institution or otherwise authorised in the context of the Institution's operations, as well as a student 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 walk-in users but solely within the premises of the Institution. Any individual users of institutions, associations or organizations (i) related or affiliated with an Institution, or (ii) acquired by or merged with an Institution during the term of this Agreement, will not be deemed "End-users" without Publisher's express written consent or unless expressly provided for in an applicable Order.
- 1.8 Enhanced version: a modified version of the Licensed Material 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 SURF Subscription, to be supplied by SURF 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 Rights of Use in respect of the Licensed Material that is created between Publisher on the one hand and the Institution on the other via SURF as intermediary. The Licence Agreement is included as Schedule C.
- 1.12 Licence Fee: the charge(s) payable for the Licensed Material 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 Rights of Use via SURF as intermediary by means of a Licence Agreement.
- 1.14 Market Area: the geographical area where SURF can provide Intermediary Services 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 Open Access: Free, immediate, permanent, full-text, online access, for any user, web-wide, to digital scientific and scholarly material, primarily research articles published in peer-reviewed journals.
- 1.18 Order: An order form for subscribing to Licensed Material that Publisher and an Institution may enter into hereunder from time to time.
- 1.19 Rights of Use: The rights granted to an Institution by Publisher to use Licensed Material and the Platform for a specified period and for an explicitly specified target group of End-Users.
- 1.20 Rights to Publish: The rights granted to Eligible Authors of an Institution by Publisher to publish articles in Open Access in the journals of Publisher, included in Schedule C-c.

- 1.21 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.
- 1.22 Submitting Author: The author who is responsible for the submission of an article and who functions as a contact person for the Publisher.

#### 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 Read & Publish Agreement

- 2.1 Publisher hereby grants SURF a non-exclusive, non-transferable right, in accordance with the provisions of this Agreement, 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 SURF delivers the IP ranges of Institutions to Publisher.

## Clause 3: Term of the Read & Publish Agreement

3.1 This Agreement is entered into for a period of three years, commencing as of 31 December 2023 and consequently ending on 30 December 2026 ("Term").

## Clause 4: Performance Publisher

- 4.1 Publisher will do everything reasonably necessary on its part in the given circumstances to enable SURF to provide the Intermediary Services.
- 4.2 At the request of SURF, Publisher will provide access to Licensed Material in such a way that the necessary Rights of Use can be exercised individually or per group by Institutions, and its End-users.

# Clause 5: Open Access Publishing

- 5.1 SURF shall make arrangements with Publisher regarding provision of Open Access. These arrangements concluded between the Institutions and Publisher are set out in Schedule C Licence Agreement.
- 5.2 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.
- 5.3 Parties agree to evaluate relevant workflows and tools with regard to open access publishing.
- 5.4 Articles are made available under a Creative Commons Attribution license (CC-BY), provided that if the applicable publication does not offer the CC-BY license, Publisher will have the right to choose the Creative Commons license that will be used.
- 5.5 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">http://www.niso.org/news/pr/view?item</a> key=641bc3f6540b533afee9e7db9edebb6dd5b0ed8

5.6 If, at the end of the Term a renewal agreement has not been finalized, the Publisher agrees to continue the open access publishing workflow for Eligible Articles for a grace period of three months. If, at the end of the grace period a new agreement has not been reached, SURF will be invoiced for published open access articles at a rate equal to numbers of articles x prevailing Article Publishing Charge.

## Clause 6: Performance SURF

- 6.1 SURF 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), SURF will at all times make clear that it is acting as an independent party. SURF will not do or say anything that may create the impression that SURF's authority to act as intermediary extends any further than specified in this Agreement.
- 6.2 SURF will provide Intermediary Services in respect of the Licensed Material, types of Licence Agreements, and Licence Fees specified in Schedule B.
- 6.3 SURF 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 SURF 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 SURF 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 reasonableness and fairness.
- 6.6 SURF will not make any statements regarding the functioning or other aspects of the Licensed Material that might be misleading or that SURF knows, or should know, cannot be fulfilled. SURF 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 SURF.
- 6.7 SURF will immediately notify Publisher of any deficiencies in the functioning of the Licensed Material and/or of any complaints made by Institutions. SURF 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, SURF will provide the Institution, digitally, with a Licence Agreement to be signed by the Institution. SURFmarket acknowledges that no access will be provided to an Institution unless and until such Institution has concluded a Licence Agreement with Publisher.
- 7.2 SURF will ensure that the Institution accepts that concluding the Licence Agreement digitally has the same validity as a written signature.
- 7.3 SURF will ensure that the signature of the Institution is set by a representative of the Institution who is authorised to sign. SURF 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 Neither SURF nor the Publisher can be held liable for loss or damage sustained by the other Party except in so far as such loss or damage is the direct result of an intentional act or omission or gross negligence on the part of SURF or the Publisher, as applicable. In the event that SURF or the Publisher or employees for whom SURF or the Publisher may be held liable at law has/have committed a wrongful act, SURF or the Publisher 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 SURF 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 Read & Publish Agreement provided that any such use shall require the prior written consent of Publisher and, provided, further, that neither this Section 9.1 nor any other provision of this Agreement conveys to SURF any ownership interest in or to any such trademark, trade name or other indication of origin, all of which are and shall remain the property of Publisher.
- 9.2 The intellectual property rights in respect of the Licensed Material will be vested in Publisher or in the applicable providers of content to Publisher, as the case may be. This Agreement does not assign or transfer any right, title or interest in these intellectual property rights to SURF.
- 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 SURF 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 SURF. In this connection, SURF will render all reasonable co-operation to Publisher as regards rectifying such infringements.
- 9.5 SURF'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 is terminated, dissolved, for whatever reason. SURF 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 SURF will be entitled to refer to itself in respect of the Licensed Material as an authorised intermediary of Publisher.
- 9.7 SURF 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 the License Agreement, SURF will immediately inform Publisher, after which Publisher may take measures itself. SURF 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 SURF 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 this Agreement.
- 10.2 SURF 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 SURF for payment.
- 11.2 The Licence Fee is paid as a single fee for the Rights of Use including the Rights to Publish granted to an Institution under the Licence Agreement during the Term. Publisher may not charge SURF, the Institutions or their End-Users any additional fees or charges for the Rights of Use and the Rights to Publish, unless if explicitly agreed upon and/or stated in the Licence Agreement.
- 11.3 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.
- 11.4 For the subscription term commencing 31 December 2023 and ending 30 December 2024, SURF will effectuate payment to Publisher of the amount of the invoice referred to in sub clause 1 of the present clause within 60 days of receiving the invoice. For each subsequent one year subscription term, SURF 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, SURF will not be entitled to invoke any discount, deduction, compensation, or postponement whatsoever other than as provided for in this Agreement. SURF will be allowed to pay in installments.
- 11.5 Should SURF fail to effectuate payment of the amount owing to Publisher on time, Publisher will give SURF written notice of default, granting SURF a reasonable period in which to comply with its payment obligation. Upon that period expiring, SURF 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 SURF legally fell into default until the day on which the amount owing is received. Failure to pay all fees and applicable taxes within the applicable period set forth above shall constitute a material breach of this Agreement by SURF, and Publisher reserves the right to immediately suspend access to the Licensed Material upon any such material breach for non-payment. SURF acknowledges and agrees that Publisher's only preferred payment methods are via Electronic Funds Transfer (EFT) or via Automated Clearing House (ACH) transfers, and Publisher reserves the right to charge SURF additional processing fees for any payments made by credit card or any method other than EFT or ACH payment.
- 11.6 Unless SURF provides Publisher with valid proof of tax-exempt status (e.g. a written exemption certificate), SURF will pay all applicable sales, use, withholding, excise, consumption, value-added and similar taxes assessed or based upon this Agreement, the Licensed Material, and or the subscription and other transactions hereunder. If SURF is tax-exempt, SURF shall provide its tax-exempt certificate to Publisher upon execution of this Agreement. SURF shall remain responsible for any taxes to which SURF's tax-exempt status does not apply.

## Clause 12: Delivery of Licensed Material

- 12.1 SURF 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.
- 12.4 SURF 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, and any applicable additional License Fees for any such New Publications will be negotiated and, when agreed, paid by SURF.

## Clause 14: Long term preservation and continuous access

14.1 Long term preservation:

Publisher will ensure that its affiliate, Wolters Kluwer Health, Inc., will archive the Licensed Material owned by or exclusively licensed to Wolters Kluwer Health, Inc. (such Licensed Material, the "WKH Licensed Material") in at least one of the established e-journal archiving initiatives. Archiving services currently used are CLOCKSS 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 any of the WKH Licensed Material (in which event the Publisher will ensure that any such WKH Licensed Material that was published by Wolters Kluwer Health, Inc. will be archived as set forth above), or
- the Publisher no longer offers back issues.

- 14.3 Continuous access in case of termination of the Read & Publish Agreement: In the case of termination of the Read & Publish Agreement, except when such termination is due to a breach of the Read & Publish Agreement by SURF, solely for Licensed Material subscribed to during the term of this Agreement, each Institution may be entitled to archive rights related to such Licensed Material. Such rights are subject to change without notification to Institution. The current archive rights with respect to each item of Licensed Material is as set forth on Schedule C-b.
- 14.4 Wolters Kluwer Health, Inc. is a signatory of Project Transfer and complies with the requirements of that (http://www.niso.org/workrooms/transfer/transfer\_publishers/).

## Clause 15: Premature termination or dissolution

- 15.1 Premature termination of this Agreement 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, including but not restricted to no longer being able to give access to the Licensed Material through Publisher losing the right to allocate Rights of Use;
  - 15.1.2 submission of an application for a suspension of payments by either Party;
  - 15.1.3 insolvency of either Party.

Obligations which by their nature are intended to continue after the termination or dissolution of this Read & Publish Agreement will continue after such dissolution.

## Clause 16: Personal data

16.1 The Parties may provide each other with personal data in the course of their performance of this Agreement, including personal data of End-Users (End-User Data). Each Party declares that any processing and transfer of such personal data will be done in accordance with applicable data protection laws, including the General Data Protection Regulation (GDPR). Each Party is a data controller, and not a data processor, in respect of the personal data processed or shared in the course of the performance of this Agreement, unless if the context expressly provides otherwise, in which case the Parties will conclude a data processing agreement.

## Clause 17: Termination of the Service

17.1 Publisher will cooperate proactively with a responsible transfer and/or responsible termination of the Service.

#### Clause 18: LIMITED WARRANTIES AND LIMITED LIABILITIES

18.1 THE LICENSED MATERIAL, THE PLATFORMS, ANY DOCUMENTATION, AND ANY SUPPORT OR SERVICES PROVIDED HEREUNDER OR UNDER ANY LICENCE AGREEMENT ARE FURNISHED BY PUBLISHER, ITS AFFILIATES AND LICENSORS AND ACCEPTED BY SURF AND EACH INSTITUTION "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER, EITHER EXPRESS OR IMPLIED. 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 LICENSED MATERIAL, THE PLATFORMS, THE DOCUMENTATION, ANY SUPPORT OR SERVICES 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 OR PERFORMANCE, CUSTOM OR USAGE OF TRADE). PUBLISHER DOES NOT WARRANT THAT THE PLATFORMS OR THE LICENSED MATERIAL OR ANY COMPONENT THEROF WILL BE UNINTERRUPTED, THAT ITS USE OR OPERATION WILL BE ERROR OR DEFECT FREE, THAT THE PLATFORMS OR THE LICENSED MATERIAL OR ANY COMPONENT THEREOF WILL ALWAYS BE ACCESSIBLE OR AVAILABLE, OR THAT ALL DEFECTS IN THE PLATFORMS OR THE LICENSED MATERIAL WILL BE CORRECTED. SURF, EACH INSTITUTION AND THE END-USERS WILL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE LICENSED MATERIAL AND PUBLISHER WILL HAVE NO LIABILITY THEREFOR. IN ADDITION, SURF ACKNOWLEDGES THAT ACCESS TO THE PLATFORMS AND THE LICENSED MATERIAL 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.

18.2 THE LICENSED MATERIALS ARE NO SUBSTITUTE FOR INDIVIDUAL PATIENT ASSESSMENT BASED UPON AN END-USER'S EXAMINATION OF EACH PATIENT. WHILE CERTAIN LICENSED MATERIALS MAY DESCRIBE VARIOUS BASIC PRINCIPLES OF DIAGNOSIS AND THERAPY, SUCH LICENSED MATERIALS SHOULD BE USED AS GENERAL MEDICAL REFERENCE MATERIALS TO ASSIST THE END-USER IN REACHING DIAGNOSTIC AND TREATMENT DECISIONS. EACH INSTITUTION AND EACH END-USER MUST EXERCISE ITS 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 LICENSED MATERIALS. GIVEN CONTINUOUS, RAPID ADVANCES AND CHANGES IN MEDICAL SCIENCE AND HEALTH INFORMATION, EACH INSTITUTION AND EACH END-USER 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. SURF ACKNOWLEDGES THAT THE PROFESSIONAL DUTY TO THE PATIENT IN PROVIDING HEALTHCARE SERVICES LIES SOLELY WITH THE HEALTHCARE PROFESSIONAL PROVIDING PATIENT CARE SERVICES AND THAT EACH INSTITUTION AND ITS END-USERS ARE SOLELY RESPONSIBLE FOR THE USE OF ANY LICENSED MATERIAL, AND THE END-USERS 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 ANY INSTITUTION (OR ANY OF ITS HEALTHCARE PROFESSIONALS, INCLUDING THE END-USERS) OF ANY OF THE LICENSED MATERIAL.

#### Clause 19: DAMAGES EXCLUSION AND LIMITATION OF LIABILITY

19.1 DAMAGES EXCLUSION. IN NO EVENT SHALL PUBLISHER, ITS AFFILIATES OR LICENSORS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, DISTRIBUTORS, SUBCONTRACTORS, SUPPLIERS OR AGENTS, HAVE ANY LIABILITY WHATSOEVER (A) (I) FOR BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, LOST SALES, LOST GOODWILL, OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES, OR (II) FOR ANY OTHER LIABILITIES ARISING FROM ANY CLAIMS, DAMAGES, FINES, COSTS, OR EXPENSES, INCLUDING THOSE RELATED TO LOSS, UNAVAILABILITY, CORRUPTION, DISCLOSURE, OR MISUSE OF DATA, 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 OTHER LIABILITIES ARISING FROM ANY CLAIMS, DAMAGES, FINES, COSTS, INCLUDING THOSE RELATED TO LOSS, UNAVAILABILITY, CORRUPTION, DISCLOSURE, OR MISUSE OF DATA, 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 OTHER LIABILITIES ARISING FROM ANY CLAIMS, DAMAGES, FINES, COSTS, OR EXPENSES, INCLUDING THOSE RELATED TO LOSS, UNAVAILABILITY, CORRUPTION, DISCLOSURE, OR MISUSE OF DATA (INCLUDING THOSE RELATING TO OR ARISING FROM A PERSONAL DATA BREACH).

- 19.2 <u>LIMITATIONS OF LIABILITY</u>. THE TOTAL LIABILITY OF PUBLISHER, ITS AFFILIATES AND LICENSORS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, DISTRIBUTORS, SUBCONTRACTORS, SUPPLIERS OR AGENTS ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, THE LICENSED MATERIAL AND ANY OTHER CAUSE WHATSOEVER, SHALL NOT EXCEED, IN THE AGGREGATE FOR ANY AND ALL CLAIMS UNDER OR IN RELATION TO THIS AGREEMENT, THE TOTAL FEES PAID BY SURF TO PUBLISHER FOR THE AFFECTED SERVICE OR LICENSED MATERIAL TOOL IN THE TWELVE-MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CLAIM OR CAUSE OF ACTION AROSE.
- 19.3 <u>Bargained for Exchange; Breadth of Claims and Disclaimers</u>. The allocations of liability in this Section represent the agreed, bargained-for understanding of the Parties and Publisher's compensation hereunder reflects such allocations. THE LIMITATIONS OF LIABILITY AND TYPES OF CLAIMS HEREBY LIMITED AND DISCLAIMED SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND ARE INTENDED BY THE PARTIES TO APPLY REGARDLESS OF THE FORM OF THE CLAIM OR ACTION (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, STATUTE OR OTHERWISE), AND REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.
- 19.4 <u>Limitations Period</u>. Any claim or cause of action arising under or otherwise relating to this Agreement, the Licensed Material or other subject matter hereof or thereof must be commenced within one year from the date such claim or cause of action first arose.

#### Clause 20: Indivisibility of Read & Publish Agreement

20.1 Should one or more provisions of this Read & Publish Agreement become invalid or inapplicable, the validity of the other individual provisions and the overall validity of this Read & Publish Agreement will be unaffected.

The following Appendices form an inseparable part of this Read & Publish Agreement:

- 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: NWO Requirements.

In the event of any conflict between the provisions of this Read & Publish Agreement itself and those of the Appendices, the provisions will prevail in the following order of priority:

Publisher's Licence Agreement to be entered into between Publisher and the applicable Institution

Read & Publish Agreement

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: NWO Requirements.

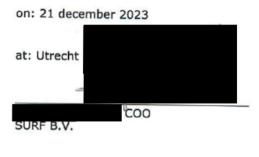
## Clause 21: General

21.1 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, provided that any terms or conditions contained in (a) any Orders applied by Publisher for Licensed Material under this Agreement or (b) any licence or subscription agreements or orders applied by Publisher to SURF or to an Institution for Licensed Material other than the Licensed Material set forth in this Agreement will be valid and binding upon SURF and/or the applicable Institution, as the case may be.

- 21.2 All notifications made by Parties to one another pursuant to this Read & Publish Agreement will be made in writing. Oral statements, undertakings, or arrangements will have no legal effect unless confirmed in writing.
- 21.3 Each Party will appoint an employee authorised to represent the Party in the context of this Read & Publish Agreement.
- 21.4 If Parties agree on new conditions and provisions, these will be considered to replace the conditions and provisions of the present Read & Publish Agreement and the new conditions and provisions will constitute as the Read & Publish Agreement.
- 21.5 Any dispute arising between Parties in respect of this Read & Publish Agreement will be submitted to the competent court in the court district of Utrecht, The Netherlands, for adjudication.
- 21.6 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.
- 21.7 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.
- 21.8 This Read & Publish Agreement and the Licence Agreement that is to be concluded will be subject to Dutch law.

#### Signing

Thus agreed and signed



on: 21 December 2023 at: Alphen ald Rup

Schedule A List of Institutions Schedule B Description of Con

Schedule B Description of Content, Licence Models and Licence Fees

Schedule C Model Licence Agreement

Schedule D Access and availability Licensed Material

Schedule E NWO Requirements

## **Categories of Institutions**

## **Category 1: Members with Read & Publish rights:**

Erasmus University Rotterdam Leiden University Maastricht University Radboud University University of Amsterdam University of Groningen Utrecht University Vrije Universiteit Amsterdam Wageningen University & Research

# **Category 2: Members with Read Only rights:**

Delft University of Technology Eindhoven University of Technology Open University Tilburg University University Of Twente

## **Category 3: Other Members:**

Amsterdam University of Applied Science (subscribing to LWW Nursing and Health Professions Premier Collection)

# Licensed Material and Licence Fees

	(ar	mounts exclusive of VAT)
Licensed Material	Category	Licence Fee
LWW Total Access Collection (Rolling Collection) and Open Access publishing rights	Universities Category 1	2024: € 944.758 2025: € 982.548 2026: € 1.021.850
Clinical Journal of the American Society of Nephrology Bundle – Rights of Use Only (includes journals listed in Schedule C-b Part 3)	Universities Category 1	2024: € 23.154 2025: € 25.469

# Conditions

- The annual subscription prices under this Agreement are as follows:
  - Term 1 (31 December 2023 31 December 2024) price = €944,758 0
  - Term 2 (31 December 2024 31 December 2025) price = €982,548
  - Term 3 (31 December 2025 31 December 2026) price = €1,021,850
- Eligible SURF members will be granted collectively (i.e., across all eligible members) the following number of article publication charge (APC) allowances in 2024, 2025 and 2026 for publication of Eligible Articles in Lippincott's hybrid journals included in the LWW Total Access Collection as follows:
  - In 2024, 270 open access APC allowances for Eligible Articles accepted in such year for publication in one of the Included Journals.
  - In 2025 273 open access APC allowances for Eligible Articles accepted in such year 0 for publication in one of the Included Journals.
  - In 2026 276 open access APC allowances for Eligible Articles accepted in such year for publication in one of the Included Journals.
- If in 2024 the total number of APC allowances is not exhausted, up to 13 allowances may be carried over and used in 2025. If in 2025 the total number of APC allowances is not exhausted, up to 13 allowances may be carried over and used in 2026. The open access APC allowances for 2026 and any carried over allowance must be used by the end of the calendar and cannot be carried over to any subsequent agreement.
- If in any year of the term the total number of APC allowances is exhausted, SURF members may purchase additional APCs at list price less a discount of 7.5%.
- Open Access articles will be published in CC-BY format, provided that the owner of a publication containing any such Open Access article may determine at any time and from time to time to cease offering such Open Access articles in the CC-BY format.
- SURF and Publisher will jointly review the volume of OA publication after each period of 6 months, with the first review being scheduled by end of June 2024.
- 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. If the licence is acquired in the course of a licence year, the Licence Fee will be paid proportionately (per month);

- 4. Prices are in Euro, exclusive of VAT;
- 5. In the event of a merger of Institutions, the individual Licence Agreements taking effect after the term of this Agreement may be subject to a renegotiation of price and terms;
- 6. Other SURF members can join the Licence Agreement at a fee to be determined by Publisher;
- 7. SURF members are entitled to dual access for relevant titles through the Highwire or Atypon platforms 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

<u>OVID Technologies B.V.</u>, with its registered office at Zuidpoolsingel 2, 2408 ZE Alphen aan den Rijn, Netherlands, duly represented in this matter by referred to hereinafter as "Publisher";

hereinafter jointly referred to as the "Parties";

## Whereas:

- Publisher has concluded an agreement regarding the Licensed Material with SURF B.V. (referred to hereinafter as "SURF") on 31 Dec 2023 with a view to SURF 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 "Read & Publish Agreement");
- Publisher is prepared to grant the Institution non-exclusive and non-transferable Rights of Use 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 Rights of Use 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 Authentication: Determination by an Institution connected to SURFconext of the identity of User, whether or not including the Institution to which User belongs;
- 1.3 Authorisation: the provision of access to online Licensed Material by Publisher;
- 1.4 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;

- 1.5 Eligible Authors: Corresponding authors who are teaching and research staff employed by or otherwise accredited to one of the Institutions as well as students enrolled or accredited to one of the Institutions and who want to publish Open Access Articles;
- 1.6 End-user: a person employed by the Institution or otherwise authorised in the context of the Institution's operations, as well as a student 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-users include walk-in users solely within the premises of the Institutions. Any individual users of institutions, associations or organizations (i) related or affiliated with the Institution, or (ii) acquired by or merged with the Institution during the term of this Agreement, will not be deemed "End-users" without Publisher's express written consent or unless expressly provided for in an applicable Order;
- 1.7 Hybrid Journals: Subscription journals in which some of the articles are open access.
- 1.8 Intermediary Services: the services to be supplied by SURF on the basis of the present Read & Publish Agreement, in respect of and relating to the granting and concluding of Rights of Use between Institutions by SURF and Publisher;
- 1.9 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;
- 1.10 Licence Contact Person: the employee designated by an Institution who maintains contact with SURF on behalf of the Institution regarding the Licence Agreement;
- 1.11 Licence Fee: the charge(s) payable for the Licensed Material as agreed by Parties and which are specified in Schedule C-a.
- 1.12 Licensed Material: the material specified in Schedule C-b of which the Institution can acquire Rights of Use via SURF as intermediary by means of a Licence Agreement;
- 1.13 New Publication: a follow-up version of the Licensed Material provided by Publisher to the Institution;
- 1.14 Open Access: Free, immediate, permanent, full-text, online access, for any user, web-wide, to digital scientific and scholarly material, primarily research articles published in peer-reviewed journals.
- 1.15 Personal Data: Personal data regarding End-Users and employees/students of Institutions, as defined in the General Data Protection Regulation.
- 1.16 Platform: As applicable, (i) the search and retrieval application software made available to Subscriber through the Ovid online platform and any modifications, enhancements, updates, upgrades or new releases to the foregoing (the "Ovid Platform"); or (ii) the third party platforms made available to Subscriber to access the Online Tools and any modifications, enhancements, updates, upgrades or new releases to the foregoing ("Other Platforms"); provided however, that certain enhancements to the software and platforms described in (i) and (ii) may constitute separate and distinct tools for which Ovid reserves the right to charge an additional fee.
- 1.17 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);

- 1.18 Rights to Publish: The rights granted to Eligible Authors of an Institution by Publisher to publish articles in Open Access in the journals of Publisher.
- 1.19 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 SURF to SURF;
- 1.20 Schedule/Appendices: the most recent version (according to the version number and date) of a Schedule/appendices to the Read & Publish Agreement which, after being initialed by Parties, forms/form part of the Read & Publish Agreement (and replaces/replace another Schedule or Appendices that may have been agreed on previously);
- 1.21 Service: the specifications and conditions under which Publisher makes available and will maintain Licensed Material;
- 1.22 Submitting Author: The author who is responsible for the submission of an article and who functions as a contact person for the Publisher.
- 1.23 Virtual Learning/Research Environment: a system designed to support teaching and learning in an educational and research setting.

## Clause 2: Subject of the Agreement

- 2.1 Users at the Institution shall acquire the Rights of Use regarding the Licensed Material in accordance with the provisions of this 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, this Agreement shall take effect on the date it is signed. Before this Agreement takes effect, the text of this 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 2023 or on the date of termination of the Read & Publish Agreement 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, non-transferable, limited 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 or in the applicable providers of content to Publisher, as the case may be. This Agreement does not assign or transfer any right, title or interest in these intellectual property rights to SURF.

## 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 and Licence Fees specified in <u>Schedule C-a</u> it will use;
- 5.2 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, and the Licence Fees SURF will pay to Publisher for any such New Publications. Any such License fees will be negotiated and, when agreed, paid by SURF.

## 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 SURF, 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 D</u> attached to this Agreement.

## Clause 8: Rights of Use

- 8.1 Publisher grants the Institution and its Users the following Rights of Use:
  - online use of and access to the Licensed Material for internal management, reference, education, research, and training purposes, including 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 limited parts of the Licensed Material;
  - the inclusion of links to the Licensed Material through the use of Jumpstarts. For purposes of this Licence Agreement, "Jumpstarts" shall be defined as links from the Institutions Web pages to virtually any point within a session on the Ovid Platform;

- the use of parts of the Licensed Material in printed and/or electronic form in the context of inter-library loans through the Institutions traditional interlibrary loan policies and procedures and in compliance with all applicable copyright
- laws;
- inclusion and making available, after a six (6) month embargo, any author accepted manuscript of an original research article that is part of Licensed Material owned by the Publisher or its affiliate Wolters Kluwer Health, Inc. or for which the owner of the Licensed Material has granted the Publisher or its affiliate Wolters Kluwer Health, Inc. an exclusive right to publish and that was 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;
- In the case of articles published under any Creative Commons license, the final published version can be made immediately available in the institutional repository of the Institution and on the personal web pages of the applicable employee provided the specific Creative Commons license terms and conditions are followed.
- for WKH Licensed Material, downloading and printing out limited parts of the WKH Licensed Material free of charge in Course Packs by members of staff in connection with courses for academic credit and distribute these to students of the Institution, provided any such students are authorised End-users.
- for WKH Licensed Material, incorporating links to the WKH Licensed Material as well as parts of the WKH Licensed Material in Course Packs in connection with courses for academic credit free of charge by members of staff to be distributed or made available to the students of the Institution via Virtual Learning Environments or within an e-mail communication, provided any such students are authorised End-users;
- offering Course Packs in audio or Braille to students who are in the reasonable opinion of the Institution visually impaired by the Institution;
- to download and make copies of the whole or any parts of the Licensed Material owned by the Publisher or its affiliate Wolters Kluwer Health, Inc. or for which the owner of the Licensed Material has granted the Publisher or its affiliate Wolters Kluwer Health, Inc. an exclusive right to publish for the purposes of, and to perform and engage in computational analysis (including text and data mining) using the Licensed Material after obtaining written permission from Publisher. SURF acknowledges that computational analysis including text & data mining will require use of an application programming interface created by Publisher ("Ovid API") in the next agreement renewal, which will include the parties executing a document covering additional terms and conditions regarding use of the Ovid API.
- The parts of the Licensed Materials used in Course Packs shall carry appropriate acknowledgement of the source, title, author and publisher.
- Publisher acknowledges and agrees that it shall not require End-Users to enter into any end user Licence Agreement or other terms and conditions of use in connection with their access to or use of the Licensed Material or otherwise impose any restrictions on an End-User's use of the Licensed Material other than provided in the Licence Agreement.

## Clause 9: Open Access Publishing

- 9.1 Publisher will publish in Open Access any article submitted by an Eligible Author and accepted by Publisher for publication, for journals specified in Schedule C-c, at no direct costs to the author or the Institution. Eligibility is based on the date of acceptance.
- 9.2 Eligible Authors will be identified by Publisher based on the institutional email domain or Ringgold institutional identifiers.

- 9.3 The Publisher will clearly indicate the availability of this Agreement to Eligible Authors both within its peer review process and on its website. This will make clear that Eligible Authors do not need to pay Article Processing Charges ("APC") for Open Access Articles.
- 9.4 Any article by an Eligible Author that has been published under a standard licence will be published in Open Access retroactively as from the start date of this Licence Agreement, for the journals specified in Schedule C-c, provided that there are funds paid by SURF to Publisher in an amount equal to or greater than the applicable open access fee.
- 9.5 Eligible Authors who are successfully identified per 9.2 retain copyright to their work and only grant to the Publisher non-exclusive publication rights. All Open Access Articles will be published under a Creative Commons Attribution license, (which is usually CC-BY), that is compliant with funder requirements, provided that if the applicable publication does not offer the CC-BY license, Publisher will have the right to choose the Creative Commons license that will be used. Each author agrees that any third-party content included in a publication, for example images or graphics, should be clearly labelled and are not affected by these requirements.
- 9.6 Hybrid Journals that are being changed to Full Open Access journals in the course of this Agreement will continue to be available for Open Access publishing for the duration of this Agreement.
- 9.7 If after submission of an article the eligibility of that article changes, Publisher will immediately inform the Submitting Author.
- 9.8 Publisher will reasonably consider implementing a system within a reasonable time after the effectiveness of this Agreement to ensure the delivery of each Open Access Article published under this Agreement to the Institutional repository (by SWORD or by another method as may be specified and agreed), at least once per month.
- 9.9 The Institutions will have access to the Publisher's OA Dashboard which will have a reporting option that where possible shall include the below details. If this service changes Publisher shall provide the means of reporting this information on a monthly basis.
  - 1. Name of the Corresponding Author;
  - 2. E-mail address of Corresponding Author;
  - 3. Institution name;
  - 4. Article title;
  - 5. Article DOI;
  - 6. Article type;
  - 7. Journal title;
  - 8. eISSN;
  - 9. OA licence type;
  - 10. Paid charges
  - 11. Date Funding Approved
- 9.10 Publisher shall deliver a full report of all articles (Open Access and otherwise) published by the Institutions over the period 1 January until 30 June and 1 July until 31 December. This list shall be provided in Excel and where possible shall include the following details:
  - 1. Name of the Submitting Author;
  - 2. E-mail address of Submitting Author;

- 3. Institution name;
- 4. Article title;
- 5. Article DOI;
- 6. Clickable DOI;
- 7. Article type;
- 8. Journal title;
- 9. eISSN;
- 10. Funding organisation;
- 11. Grant number;
- 12. OA status (f.i. "open"; "closed).

The report shall be delivered within four (4) weeks after the end of the six (6) month periods. The report shall be sent to the appointed Contact Person(s).

- 9.11 If a journal offers several types of Creative Common licenses to Eligible Authors, CC BY (as the most open licence) will be presented by the Publisher as the default option, including a clear message to the Submitting Author that publication under a CC BY licence (as opposed to the more restrictive license models CC BY-NC, CC BY-ND or CC BY-NC-ND) is preferred by the Institution and required by most funders. Exception is made for the following journals, which do not allow CC-BY:
  - A&A Practice
  - Journal of Urology
  - Retinal Cases and Brief Reports
    - A&A Practice
    - o Journal of Urology
    - Retinal Cases and Brief Reports
- 9.12 In the case of 9.5, it will be within the Eligible Author's full discretion to choose the preferred licence model. In case the Eligible Author prefers to publish under a more restrictive Creative Commons license (CC BY-NC, CC BY-ND or CC BY-NC-ND or another NC/ND variant), the Author will not be under any obligation to license the commercial or derivative rights reserved under the restrictive license to the Publisher. The Publisher will clearly inform the Submitting Author that in case the author(s) choose(s) to publish under a restrictive CC license, the commercial and/or derivative rights are retained by the Eligible Authors, without the obligation to license these rights to the Publisher. In that case, the Eligible Author may request at any moment to change the licence model into CC BY because of (changing) funder requirements and, provided the request is made within 12 months of publication of the article the Publisher will cooperate with such request without undue delay.
- 9.13 For journals running in the standard production workflow, Publisher shall incorporate tags in meta-data to indicate if an article has been published in Open Access http://www.niso.org/news/pr/view?item\_key=641bc3f6540b533afee9e7db9edebb6dd 5b0ed81

- 9.14 Publisher shall only charge Eligible Authors, or the Institution service fees (e.g. page charges, colour-in-print, reprints, posters) if the Author or the Institution have agreed to this at the time the article is submitted.
- 9.15 Article types that are included in the service:
  - Original Papers;
  - Review Papers.
  - Case Reports;
- 9.16 In case the number of articles published in Open Access is less than agreed, the remaining articles will be added to the quotum of the following year.
- 9.17 In case the number of articles exceeds the number agreed, Publisher will clearly communicate to authors that articles will not be funded under the terms of this Agreement, for the year in question. Authors whose articles are in a workflow will be informed as well. Publisher will consult with SURF about the content of the communication.
- 9.18 In case the agreed number of articles has been reached, Publisher will continue to monitor and report Open Access Articles submitted and accepted as agreed under Article 9.11

#### Clause 10: Responsibilities

- 10.1 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;
- 10.2 Should Publisher consider it necessary, the Institution with due regard to the restrictions imposed by legislation and/or regulations shall render all assistance to Publisher to enable Publisher to act independently against the user as referred to in Clause 10.1;
- 10.3 Should it appear during the term of the Agreement that a further agreement is necessary between the Institution and Publisher in order to prevent infringement of Publisher's property rights in respect of the Licensed Material, the Institution shall cooperate in drawing up and signing such agreement. Publisher shall only draw up such an agreement in consultation with the Institution.

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

## Clause 11: LIMITED WARRANTIES AND LIMITED LIABILITIES.

- 11.1 THE PRODUCTS, THE PLATFORMS, AND THE DOCUMENTATION HEREUNDER ARE FURNISHED BY PUBLISHER, ITS AFFILIATES AND LICENSORS AND ACCEPTED BY INSTITUTION "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, INSTITUTION 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.
- 11.2 THE PRODUCTS ARE NO SUBSTITUTE FOR INDIVIDUAL PATIENT ASSESSMENT BASED UPON THE INSTITUTION'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 IN REACHING DIAGNOSTIC AND TREATMENT DECISIONS. INSTITUTION (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, INSTITUTION (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. INSTITUTION ACKNOWLEDGES THAT THE PROFESSIONAL DUTY TO THE PATIENT IN PROVIDING HEALTHCARE SERVICES LIES SOLELY WITH THE HEALTHCARE PROFESSIONAL PROVIDING PATIENT CARE SERVICES. INSTITUTION AND ITS HEALTHCARE PROFESSIONALS ARE SOLELY RESPONSIBLE FOR THE USE OF ANY PRODUCTS, AND INSTITUTIONS 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 INSTITUTION (OR ANY OF ITS HEALTHCARE PROFESSIONALS) OF ANY OF THE PRODUCTS.

11.3 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 INSTITUTION, 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 INSTITUTION 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 11.2 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 12: Liability

- 12.1 Publisher shall indemnify the Institution (for itself and for the benefit of any End-Users) against all liabilities, costs, expenses, damages and losses suffered or incurred by the Institution or End-Users arising out of or in connection with a) any claim by or action brought by a third party that the use of the Licenced Material by the Institution or by any End-User in accordance with this Licence Agreement infringes the intellectual property rights of that third party, or b) any claim by or action brought by any third party, including enforcement measures of a competent authority, resulting from the Publisher's breach of its obligations under Article 10.
- 12.2 The Institution shall not be liable for any violation of the terms of this Licence Agreement by any End-User, provided that the Institution did not knowingly cause or assist the violation, or condone the continuation of the violation after becoming aware thereof.
- 12.3 Neither Party shall be liable to the other for:
  - any special, indirect, incidental, punitive, or consequential damages; or
  - loss of direct or indirect profits, business, contracts, revenue, or anticipated savings;
- 12.4 Nothing in this Licence Agreement excludes or limits a Party's liability for:
  - death or personal injury;
  - its own fraud or that of its employees or agents in the course of their engagement.

Except for Articles 12.1 and 12.4, each Party's total aggregate liability to the other Party under or in connection with this Licence Agreement is limited to the amount of the paid annual Licence Fee (exclusive of VAT), for the most recent licence year.

# Clause 13: Notice of Default

13.1 Should the Institution, as evidenced by a statement in this regard by SURF, fail to comply in good time with the payment obligation pursuant to Clause 6.1 of the Agreement, the Institution shall be deemed to be in breach by operation of law;

13.2 A breach such as referred to in Clause 12.1 or a situation in which the Institution fails to comply with, fails to comply with completely, or fails to comply properly with any other obligation arising from this Agreement, or acts contrary to such obligation, shall entitle Publisher – after Publisher has notified the Institution in writing of the breach, setting a reasonable term for compliance with the relevant obligation – to consider the Agreement to have been dissolved, without any further warning being required.

## Clause 14: Privacy

- 14.1 Institutions are responsible for the processing of data within the intention of the Data Protection Act. Publisher processes Institution Data and in doing so is required to process Institutions Data in a proper and careful manner. Amongst other things, Publisher is required to process the Institution Data in accordance with the provisions of the Data Protection Act;
- 14.2 The Publisher shall not, and shall not seek to, collect Personal Data in relation to any End-User other than as is reasonably and properly required for the administration of the Licence Agreement and shall fully comply with its obligations under the applicable data protection laws in relation to the collection, use and retention, and any other processing of any such Personal Data.
- 14.3 Unless statutory provisions provide otherwise, Publisher is not entitled, at any time, to utilise some or all of the Institution Data that is made available to the Publisher other than for performance of this Read & Publish Agreement, or to cause it to be so utilised;
- 14.4 Publisher will not allow access to third parties to the Institution Data without the consent of SURF or the Institution;
- 14.5 Publisher will process the Institution Data only within the European Union or in a country with an appropriate level of protection;
- 14.6 Publisher will cooperate fully with the Institution to (i) enable parties concerned within the intention of the Data Protection Act to inspect their personal data; (ii) to enable such parties to have personal data deleted or corrected; and/or (iii) to demonstrate to such parties that personal data has been deleted or corrected if it is incorrect or, if the Institution disputes the position adopted by the party concerned, to record that the party concerned considers his/her personal data to be incorrect.

## Clause 15: Security

- 15.1 The Licensed material will be provided from Publisher's own location. Publisher is obliged to properly equip said location (or cause it to be equipped) for the provision of the Licensed Material on the basis of the Read & Publish Agreement and/or the Agreement;
- 15.2 Publisher will take appropriate technical and organisational security measures in order to protect the Institution Data from being lost and from any type of unlawful processing. Taking account of the state of technology and the cost of implementing them, these measures will provide an appropriate level of security in view of the risks associated with such processing and the nature of the data being protected;
- 15.3 Publisher will without undue delay notify SURF and the Institution regarding any securityrelated incidents and their potential impact on the processing of Institution Data;

- 15.4 Publisher will only engage subcontractors with which it has concluded a written agreement comprising secrecy and security obligations in accordance with the obligations of the Read & Publish Agreement;
- 15.5 If an authority requests Publisher to provide Institution Data, Publisher will notify SURF and the Institution to that effect and will enable SURF and/or the Institution to assert its rights. Publisher will limit access to the extent possible.

## Clause 16: Termination or Dissolution

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

## Clause 17: Scope of Agreement

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

## Clause 18: Supplementary Provisions

- 18.1 The Agreement and the associated Appendices and any supplements thereto shall be governed by Dutch law.
- 18.2 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.
- 18.3 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.
- 18.4 A dispute shall be deemed to exist if one of the Parties notifies the other Party to that effect by registered mail.

Thus agreed, drawn up in duplicate, and signed

in \_\_\_\_\_

on \_\_\_\_\_

<Name of Institution>

Schedules

- C-a. Licensed Material, Types of Licence, and Licence Fees
- C-b. Detailed list of Licensed Material with access rights
- C-c. Detailed list of Licensed Material with publishing rights

## Licensed Material and Licence Fees

	(ar	mounts exclusive of VAT)
Licensed Material	Category	Licence Fee
LWW Total Access Collection (Rolling Collection) and Open Access publishing rights	Universities Category 1	2024: € 944.758 2025: € 982.548 2026: € 1.021.850
Clinical Journal of the American Society of Nephrology Bundle – Rights of Use Only (includes journals listed in Schedule C-b Part 3)	Universities Category 1	2024: € 23.154 2025: € 25.469

# Conditions

- The annual subscription prices under this Agreement are as follows:
  - Term 1 (31 December 2023 31 December 2024) price = €944,758 0
  - Term 2 (31 December 2024 31 December 2025) price = €982,548
  - Term 3 (31 December 2025 31 December 2026) price = €1,021,850
- Eligible SURF members will be granted collectively (i.e., across all eligible members) the following number of article publication charge (APC) allowances in 2024, 2025 and 2026 for publication of Eligible Articles in Lippincott's hybrid journals included in the LWW Total Access Collection as follows:
  - o In 2024, 270 open access APC allowances for Eligible Articles accepted in such year for publication in one of the Included Journals.
  - In 2025 273 open access APC allowances for Eligible Articles accepted in such year 0 for publication in one of the Included Journals.
  - In 2026 276 open access APC allowances for Eligible Articles accepted in such year for publication in one of the Included Journals.
- If in 2024 the total number of APC allowances is not exhausted, up to 13 allowances may be carried over and used in 2025. If in 2025 the total number of APC allowances is not exhausted, up to 13 allowances may be carried over and used in 2026. The open access APC allowances for 2026 and any carried over allowance must be used by the end of the calendar and cannot be carried over to any subsequent agreement.
- If in any year of the term the total number of APC allowances is exhausted, SURF members may purchase additional APCs at list price less a discount of 7.5%.
- Open Access articles will be published in CC-BY format, provided that the owner of a publication containing any such Open Access article may determine at any time and from time to time to cease offering such Open Access articles in the CC-BY format.
- SURF and Publisher will jointly review the volume of OA publication after each period of 6 months, with the first review being scheduled by end of June 2024.
- 8. 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;
- 9. LWW Open Access publishing rights are available for LWW hybrid journals listed in Schedule Cb part 2;
- 10. If the licence is acquired in the course of a licence year, the Licence Fee will be paid proportionately (per month);

- 11. Prices are in Euro, exclusive of VAT;
- 12. In the event of a merger of Institutions, the individual Licence Agreements taking effect after the term of this Agreement may be subject to a renegotiation of price and terms;
- 13. Other SURF members can join the Licence Agreement at a fee to be determined by Publisher;
- 14. SURF members are entitled to dual access for relevant titles through the Highwire or Atypon platforms at no extra cost or for a discounted fee depending on the title.

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

Nr.	Journal Title	ISSN	SURF#	Perpetual Access
1	A&A Practice	2575-3126	36954	Yes
2	Academic Medicine	1040-2446	14346	Yes
3	ACSM'S Health and Fitness Journal	1536-593X	14347	Yes
4	Advanced Emergency Nursing Journal	1931-4493	21893	Yes
5	Advances in Anatomic Pathology	1533-4031	14349	Yes
6	Advances in Neonatal Care	1536-0911	21894	Yes
7	Advances in Nursing Science	1550-5014	14350	Yes
8	Advances in Skin and Wound Care	1538-8654	14351	Yes
9	Adverse Drug Reaction Bulletin	0044-6394	14353	Yes
10	AIDS	1473-5571	14354	Yes
11	AJN The American Journal of Nursing	1538-7488	14355	Yes
12	Alzheimer Disease and Associated Disorders	0893-0341	14358	Yes
13	American Journal of Clinical Oncology	1537-453X	14359	Yes
14	American Journal of Gastroenterology	1572-0241	36189	Yes
15	American Journal of Medical Quality		39036	Yes
16	American Journal of Physical Medicine and Rehabilitation	1537-7385	14367	Yes
17	American Journal of Therapeutics	1536-3686	14370	Yes
18	Anesthesia and Analgesia	1526-7598	14371	Yes
19	Anesthesiology	1528-1175	14372	Yes
20	Annals of Plastic Surgery	1536-3708	14373	Yes
21	Annals of Surgery	1528-1140	14374	Yes
22	Anti-Cancer Drugs	1473-5741	14375	Yes
23	Applied Immunohistochemistry and Molecular Morphology	1533-4058	14376	Yes
24	Arteriosclerosis, Thrombosis, and Vascular Biology	1524-4636	14379	Yes
25	ASA Monitor		39038	Yes
26	ASAIO Journal	1538-943X	14381	Yes
27	Behavioural Pharmacology	1473-5849	14384	Yes
28	Biomedical Safety and Standards	1550-2430	14386	Yes
29	Blood Coagulation and Fibrinolysis	1473-5733	14387	Yes
30	Blood Pressure Monitoring	1473-5725	14388	Yes
31	Brain and Life		36177	No
32	Canadian Journal of Addiction	2368-4739	33842	Yes
33	Cancer Nursing	1538-9804	14392	Yes
34	Cardiology in Review	1538-4683	14393	Yes
35	Cardiopulmonary Physical Therapy Journal		32018	Yes
36	CIN: Computers, Informatics, Nursing	1538-9774	14395	Yes
37	Circulation	1524-4539	14396	Yes
38	Circulation Research	1524-4571	14397	Yes
39	Circulation: Arrhythmia and Electrophysiology	1941-3084	26193	Yes
40	Circulation: Cardiovascular Imaging	1942-0080	26195	Yes
41	Circulation: Cardiovascular Interventions	1941-7632	26196	Yes
42	Circulation: Cardiovascular Quality and Outcomes	1941-7705	26197	Yes
43	Circulation: Genomic and Precision Medicine	2574-8300	36178	Yes
44	Circulation: Heart Failure	1941-3297	26198	Yes

Nr.	Journal Title	ISSN	SURF#	Perpetual Access
45	Clinical Dysmorphology	1473-5717	14399	Yes
46	Clinical Journal of Sport Medicine	1536-3724	14401	Yes
47	Clinical Neuropharmacology	1537-162X	14402	Yes
48	Clinical Nuclear Medicine	1536-0229	14403	Yes
49	Clinical Nurse Specialist	1538-9782	14404	Yes
50	Clinical Obstetrics and Gynecology	1532-5520	14405	Yes
51	Clinical Orthopaedics and Related Research	1528-1132	33839	Yes
52	Clinical Spine Surgery	2380-0194	32031	Yes
53	Cognitive and Behavioral Neurology	1543-3641	14409	Yes
54	Contemporary Diagnostic Radiology	1938-1395	14413	Yes
55	Contemporary Neurosurgery	0163-2108	14414	Yes
56	Contemporary Spine Surgery	2161-1181	14417	Yes
57	Continuum: Lifelong Learning in Neurology	1538-6899	14418	No
58	Cornea	1536-4798	14420	Yes
59	Coronary Artery Disease	1473-5830	14421	Yes
60	Critical Care Medicine	1530-0293	14422	Yes
61	Critical Care Nursing Quarterly	1550-5111	14423	Yes
62	Critical Pathways in Cardiology	1535-2811	14424	Yes
63	Current Opinion in Allergy and Clinical Immunology	1473-6322	14425	Yes
64	Current Opinion in Anesthesiology	1473-6500	14426	Yes
65	Current Opinion in Cardiology	1531-7080	14427	Yes
66	Current Opinion in Clinical Nutrition and Metabolic Care	1473-6519	14428	Yes
67	Current Opinion in Critical Care	1531-7072	14429	Yes
68	Current Opinion in Endocrinology, Diabetes and Obesity	1752-2978	21898	Yes
69	Current Opinion in Gastroenterology	1531-7056	14431	Yes
70	Current Opinion in Hematology	1531-7048	14432	Yes
71	Current Opinion in HIV and AIDS	1746-6318	14433	Yes
72	Current Opinion in Infectious Diseases	1473-6527	14434	Yes
73	Current Opinion in Lipidology	1473-6535	14436	Yes
74	Current Opinion in Nephrology and Hypertension	1473-6543	14437	Yes
75	Current Opinion in Neurology	1473-6551	14438	Yes
76	Current Opinion in Obstetrics and Gynecology	1473-656X	14440	Yes
77	Current Opinion in Obstetries and Gynecology	1531-703X	14441	Yes
78	Current Opinion in Ophthalmology	1531-7021	14442	Yes
78	Current Opinion in Organ Transplantation	1531-7021	14442	Yes
80	Current Opinion in Otolaryngology and Head and Neck	1531-6998	14445	Yes
80	Surgery	1551-0558	14445	165
81	Current Opinion in Pediatrics	1531-698X	14446	Yes
82	Current Opinion in Psychiatry	1473-6578	14447	Yes
83	Current Opinion in Pulmonary Medicine	1531-6971	14449	Yes
84	Current Opinion in Rheumatology	1531-6963	14450	Yes
85	Current Opinion in Supportive and Palliative Care	1751-4266	21899	Yes
86	Current Opinion in Urology	1473-6586	14451	Yes
87	Current Orthopaedic Practice	1941-7551	21900	Yes
88	Current Sports Medicine Reports	1537-8918	21902	Yes
89	Dermatologic Surgery	1524-4725	32020	Yes
90	Dimensions of Critical Care Nursing	1538-8646	14454	Yes

Nr.	Journal Title	ISSN	SURF#	Perpetual Access
91	Diseases of the Colon and Rectum	1530-0358	21904	Yes
92	Ear and Hearing	1538-4667	14455	Yes
93	Emergency Medicine News	1552-3624	21905	Yes
94	Epidemiology	1531-5487	14457	Yes
95	European Journal of Anaesthesiology (EJA)	1365-2346	21906	Yes
96	European Journal of Cancer Prevention	1473-5709	14459	Yes
97	European Journal of Emergency Medicine	1473-5695	14461	No
98	European Journal of Gastroenterology and Hepatology	1473-5687	14462	Yes
99	Evidence-Based Practice	2473-3717	36182	Yes
100	Exercise and Sport Sciences Reviews	1538-3008	14466	Yes
101	Eye and Contact Lens	1542-233X	14467	Yes
102	Family and Community Health	1550-5057	14468	Yes
103	Frontiers of Health Services Management	2475-2797	33023	Yes
104	Gastroenterology Nursing	1538-9766	14469	Yes
105	Harvard Review of Psychiatry	1465-7309	28069	Yes
106	Health Care Management Review	1550-5030	14472	Yes
107	Health Physics	1538-5159	14475	Yes
108	Holistic Nursing Practice	1550-5138	14476	Yes
109	Home Healthcare Now	2374-4537	32021	Yes
110	Hypertension	1524-4563	14478	Yes
111	Infants and Young Children	1550-5081	14480	Yes
112	Infectious Diseases in Clinical Practice	1536-9943	14481	Yes
113	International Anesthesiology Clinics	1537-1913	14485	Yes
114	International Clinical Psychopharmacology	1473-5857	14486	Yes
115	International Journal of Gynecological Pathology	1538-7151	14488	Yes
116	International Journal of Rehabilitation Research	1473-5660	14489	Yes
117	International Ophthalmology Clinics	1536-9617	14490	Yes
118	Investigative Radiology	1536-0210	14491	Yes
119	JAAOS - Journal of the American Academy of Orthopaedic		30431	Yes
	Surgeons			
120	JAIDS: Journal of Acquired Immune Deficiency Syndromes	1944-7884	14492	Yes
121	JBI Evidence Implementation		39040	Yes
122	JBI Evidence Synthesis	2689-8381	38332	Yes
123	JBJS Case Connector	2160-3251	33026	Yes
124	JBJS Essential Surgical Techniques	2160-2204	33027	Yes
125	JBJS Journal of Orthopaedics for Physician Assistants	2470-1122	33028	Yes
126	JBJS Reviews	2329-9185	33029	Yes
127	JCR: Journal of Clinical Rheumatology	1536-7355	14494	Yes
128	JONA: The Journal of Nursing Administration	1539-0721	14495	Yes
129	Journal for Healthcare Quality	1945-1474	32022	Yes
130	Journal for Nurses in Professional Development	2169-981X	30428	Yes
131	Journal of Acute Care Physical Therapy	2159-0524	30429	Yes
132	Journal of Addiction Medicine	1935-3227	21911	Yes
133	Journal of Addictions Nursing	1548-7148	28063	Yes
134	Journal of Bronchology and Interventional Pulmonology	1948-8270	21951	Yes
135	Journal of Cardiopulmonary Rehabilitation and Prevention	1932-751X	21913	Yes
136	Journal of Cardiovascular Medicine	1558-2035	14506	No

Nr.	Journal Title	ISSN	SURF#	Perpetual Access
137	Journal of Cardiovascular Nursing	1550-5049	14507	Yes
138	Journal of Cardiovascular Pharmacology	1533-4023	14508	Yes
139	Journal of Cataract and Refractive Surgery	1873-4502	38219	Yes
140	Journal of Christian Nursing	1931-7662	21914	Yes
141	Journal of Clinical Engineering	1550-3275	14509	Yes
142	Journal of Clinical Gastroenterology	1539-2031	14510	Yes
143	Journal of Clinical Neuromuscular Disease	1537-1611	14511	Yes
144	Journal of Clinical Neurophysiology	1537-1603	14513	Yes
145	Journal of Clinical Psychopharmacology	1533-712X	14514	Yes
146	Journal of Computer Assisted Tomography	1532-3145	14515	Yes
147	Journal of Craniofacial Surgery	1536-3732	14516	Yes
148	Journal of Dermatology for Physician Assistants	2994-564X	41515	Yes
149	Journal of Developmental and Behavioral Pediatrics	1536-7312	14517	Yes
150	Journal of Forensic Nursing	1939-3938	28064	Yes
151	Journal of Geriatric Physical Therapy	2152-0895	21915	Yes
152	Journal of Glaucoma	1536-481X	14522	Yes
153	Journal of Healthcare Management	1944-7396	33030	Yes
154	Journal of Hospice and Palliative Nursing	1539-0705	14524	Yes
155	Journal of Hypertension	1473-5598	14525	Yes
156	Journal of Immunotherapy	1537-4513	14527	Yes
157	Journal of Infusion Nursing	1539-0667	14529	Yes
158	Journal of Lower Genital Tract Disease	1526-0976	14531	Yes
159	Journal of Neurologic Physical Therapy	1557-0584	21918	Yes
160	Journal of Neuro-Ophthalmology	1536-5166	14534	Yes
161	Journal of Neuroscience Nursing	1945-2810	21919	Yes
162	Journal of Neurosurgical Anesthesiology	1537-1921	14536	Yes
163	Journal of Nursing Care Quality	1550-5065	14537	Yes
164	Journal of Occupational and Environmental Medicine	1536-5948	14540	Yes
165	Journal of Orthopaedic Trauma	1531-2291	14542	Yes
166	Journal of Patient Safety	1549-8417	14543	Yes
167	Journal of Pediatric Hematology / Oncology	1536-3678	14544	Yes
168	Journal of Pediatric Orthopaedics	1539-2570	14547	Yes
169	Journal of Pediatric Orthopaedics B	1473-5865	14548	Yes
170	Journal of Physical Therapy Education	0899-1855	33841	Yes
171	Journal of Psychiatric Practice	1538-1145	14551	Yes
172	Journal of Public Health Management and Practice	1550-5022	14552	Yes
172	Journal of the American Academy of Physician Assistants	0893-7400	28338	Yes
173	Journal of the American Association of Nurse Practitioners	2327-6924	33840	Yes
174	Journal of the American College of Surgeons	1879-1190	40545	Yes
175	Journal of the Association of Nurses in AIDS Care	1552-6917	36191	Yes
170	Journal of the Dermatology Nurses' Association	1945-7618	21923	Yes
177	Journal of Thoracic Imaging	1536-0237	14561	Yes
178	Journal of Trauma Nursing	1932-3883	14563	Yes
	Journal of Women's Health Physical Therapy - APTA Pelvic	2152-0887		Yes
180	Health, an Academy of the American Physical Therapy Association	2132-0887	21952	res
181	Journal of Wound Ostomy and Continence Nursing	1528-3976	14567	Yes

Nr.	Journal Title	ISSN	SURF#	Perpetual Access
182	JPO: Journal of Prosthetics and Orthotics	1534-6331	14569	Yes
183	MCN: The American Journal of Maternal / Child Nursing	1539-0683	14573	Yes
184	Medical Care	1537-1948	14574	Yes
185	Medicine and Science in Sports and Exercise	1530-0315	14577	Yes
186	Melanoma Research	1473-5636	14579	Yes
187	Menopause	1530-0374	14580	Yes
188	Neurology	1526-632X	14582	No
189	Neurology Today	1533-7006	14584	No
190	Neurology: Clinical Practice	2163-0933	28066	No
191	NeuroReport	1473-558X	14586	Yes
192	Neurosurgery	1524-4040	14587	Yes
193	Nuclear Medicine Communications	1473-5628	14591	Yes
194	Nurse Educator	1538-9855	14592	Yes
195	Nursing Administration Quarterly	1550-5103	14594	Yes
196	Nursing Education Perspectives	1943-4685	32027	Yes
197	Nursing Made Incredibly Easy	1544-5186	14596	Yes
198	Nursing Management	1538-8670	14597	Yes
199	Nursing Research	1538-9847	14599	Yes
200	Nursing2024	1538-8689	14600	Yes
201	Nutrition Today	1538-9839	14602	Yes
202	Obstetric Anesthesia Digest	1536-5395	14603	Yes
203	Obstetrical and Gynecological Survey	1533-9866	14604	Yes
204	Obstetrics and Gynecology	0029-7844	14605	Yes
205	Oncology Times	1548-4688	21930	Yes
206	Ophthalmic Plastic and Reconstructive Surgery	1537-2677	14607	Yes
207	Optometry and Vision Science	1538-9235	14608	Yes
208	Orthopaedic Nursing	1542-538X	14609	Yes
209	Otology and Neurotology	1537-4505	14610	Yes
210	Pain	1872-6623	32028	Yes
211	Pancreas	1536-4828	14612	Yes
212	Pediatric Critical Care Medicine	1529-7535	14614	Yes
213	Pediatric Emergency Care	1535-1815	14615	Yes
214	Pediatric Physical Therapy	1538-005X	14618	Yes
215	Pharmacogenetics and Genomics	1744-6880	14620	Yes
216	Plastic and Aesthetic Nursing	1550-1841	40549	Yes
217	Plastic and Reconstructive Surgery	1529-4242	14621	Yes
218	Professional Case Management	1932-8095	21936	Yes
219	Prosthetics and Orthotics International	1746-1553	39044	Yes
220	Psychiatric Genetics	1473-5873	14627	Yes
221	Psychosomatic Medicine	1534-7796	14628	Yes
222	Quality Management in Healthcare	1550-5154	14630	Yes
223	Rehabilitation Nursing	2048-7940	36188	Yes
224	Rehabilitation Oncology	2381-2427	32029	Yes
225	Retina	1539-2864	14633	No
226	Retinal Cases and Brief Reports	1937-1578	21955	No
227	Reviews and Research in Medical Microbiology	2770-3169	40547	Yes
228	Sexually Transmitted Diseases	1537-4521	14635	Yes

Nr.	Journal Title	ISSN	SURF#	Perpetual Access
229	SHOCK: Injury, Inflamation, and Sepsis	1540-0514	14636	Yes
230	Simulation in Healthcare	1559-713X	21939	Yes
231	Southern Medical Journal	1541-8243	14638	Yes
232	Spine	1528-1159	14640	Yes
233	Sports Medicine and Arthroscopy Review	1538-1951	14641	Yes
234	Strength and Conditioning Journal	1533-4295	21942	Yes
235	Stroke	1524-4628	14642	Yes
236	Surgical Laparoscopy, Endoscopy and Percutaneous Techniques	1534-4908	14645	Yes
237	Techniques in Foot and Ankle Surgery	1538-1943	14647	Yes
238	Techniques in Hand and Upper Extremity Surgery	1531-6572	14648	Yes
239	Techniques in Orthopaedics	0885-9698	14651	Yes
240	The American Journal of Dermatopathology	1533-0311	14360	Yes
241	The American Journal of Forensic Medicine and Pathology	1533-404X	14361	Yes
242	The American Journal of Surgical Pathology	1532-0979	14368	Yes
243	The Cancer Journal	1540-336X	21896	Yes
244	The Clinical Journal of Pain	1536-5409	14400	Yes
245	The Hearing Journal	2333-6218	21949	Yes
246	The Journal of Ambulatory Care Management	1550-3267	14499	Yes
247	The Journal of Aquatic Physical Therapy		39045	Yes
248	The Journal of Bone and Joint Surgery (American Volume)	1535-1386	32023	Yes
249	The Journal of Continuing Education in the Health Professions	1554-558X	32025	Yes
250	The Journal of ECT	1533-4112	14518	Yes
251	The Journal of Head Trauma Rehabilitation	1550-509X	14523	Yes
252	The Journal of Nervous and Mental Disease	1539-736X	14533	Yes
253	The Journal of Perinatal and Neonatal Nursing	1550-5073	14550	Yes
254	The Journal of Physician Assistant Education	1941-9449	32026	Yes
255	The Journal of Strength and Conditioning Research	1533-4287	21922	Yes
256	The Journal of Trauma and Acute Care Surgery	2163-0763	14564	Yes
257	The Journal of Urology	1527-3792	36192	Yes
258	The Neurologist	1074-7931	14581	Yes
259	The Nurse Practitioner	1538-8662	14593	Yes
260	The Pediatric Infectious Disease Journal	1532-0987	14617	Yes
261	Therapeutic Drug Monitoring	1536-3694	14655	No
262	Topics in Clinical Nutrition	1550-5146	14656	Yes
263	Topics in Geriatric Rehabilitation	0882-7524	14658	Yes
264	Topics in Language Disorders	1550-3259	14659	Yes
265	Topics in Obstetrics and Gynecology	2380-0216	32032	Yes
266	Topics in Pain Management	2163-8357	14661	Yes
267	Translational Journal of the American College of Sports Medicine	2379-2868	32040	Yes
268	Transplantation	1534-6080	14663	Yes
269	Ultrasound Quarterly	1536-0253	14664	Yes
270	Urogynecology	2771-1897	40548	Yes
270	Urology Practice	2352-0779	36193	Yes
271	Operative Neurosurgery	2332-0779	36978	Yes

# **ASN** Journals

Journal Title	ISSN	SURF#
Clinical Journal of the American Society of Nephrology	1555-9041	41291
Journal of the American Society of Nephrology	1046-6673	41297
Kidney360	2641-7650	41300

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