

## AMENDMENT TO READ AND PUBLISH AGREEMENT

Amendment with Wiley internal number 33826.1 as of January 1, 2024 to the Read and Publish Agreement dated March 31, 2021 (the “Read and Publish Agreement”), between John Wiley & Sons, Inc., a New York corporation, and its affiliates Wiley Periodicals LLC, John Wiley & Sons, Ltd, John Wiley & Sons Australia, Ltd, Wiley-VCH GmbH, John Wiley & Sons A/S (collectively “Wiley”), and SURF B.V. (the “Consortium” or “SURF”).

In signing this Amendment, the parties agree that the following terms shall amend and supersede the terms of said Agreement as follows:

1. Effective January 1, 2024, the parties agree that the following terms amend and supersede the terms of the Read and Publish Agreement, as described below:
2. “Wiley” is now defined as John Wiley & Sons, Inc., a New York corporation, and its affiliates Wiley Periodicals LLC, John Wiley & Sons, Ltd, John Wiley & Sons Australia, Ltd, Wiley-VCH GmbH, John Wiley & Sons A/S (collectively “Wiley”).
3. All instances of the term “WOAD” are hereby substituted by “Dashboard”.
4. All instances of the term “Publishing Privilege” are hereby substituted by “Publishing Right”.
5. All instances of the terms “License Fee” and “Publishing Privilege Fees” are hereby substituted by “Access Fee” and “Hybrid Journal Publishing Fee” respectively.
6. The following subsections of Section A. “DEFINITIONS” are hereby added or replaced as follows:
  4. **Eligible Article(s)** means:
    - 4.a. Primary research and review articles, including but not limited to articles classified by Wiley as Case Study, Commentary, Data Article, Education, Lecture, Method and Protocol, Perspective, Practice and Policy, Rapid Publication, Research Article, Review Article, Short Communication, and Technical Note (an illustrative list is set forth in Appendix C.1, which Wiley is permitted to update from time to time).
    - 4.b. Authored by Eligible Authors; and
    - 4.c. Accepted, and not yet published, from the date on which Customer’s Dashboard is activated (“**Publishing Right Start Date**”) up to **December 31, 2026**, for open access publication in a journal that is a Hybrid Journal (i.e., a Hybrid Journal as of the date of acceptance of the article) (the Publishing Right Start Date up to **December 31, 2026** is the (“**Publishing Right Period**”).
  5. **Eligible Author(s)** means authors:
    - 5.a. Who are affiliated with a Customer where the research was conducted, i.e., students enrolled at or accredited to the Customer or who are teaching and research staff employed by the Customer (such affiliation is not necessary at all points in the research process);
    - 5.b. Who are designated as the responsible corresponding author within Wiley’s submission system and Author Services platform. In the case of multiple corresponding authors being identified on the version of record, it is the author designated as the responsible corresponding author who is the Eligible Author (and such responsible corresponding author is not required to appear as the first author);
    - 5.c. For whom a Customer has confirmed the author’s affiliation pursuant to Appendix C; and
    - 5.d. Who have signed one of Wiley’s then-current open access author agreements for publication of an article on an open access basis in one of the Hybrid Journals.
  6. **Hybrid Journals** means the subscription journals published by the Wiley affiliates identified in the preamble above (with the exception of Hindawi) that offer authors the option to publish articles on an open access basis (such journals may be referred to in Wiley systems as “**Online Open**”).
  17. **Dashboard** means the automated system (e.g., Oable, WOAD, Dashboard, or any successor thereto) designated by Wiley, including all products, services and features offered via the Dashboard, that enable the Customer to manage its WOAA.
  18. **Author Services** means the platform (or any successor thereto) designated by Wiley, which may include an author account, services, and features, and provided to authors publishing articles in a Wiley journal.
7. Section C. TERMS AND CONDITIONS OF USE OF WILEY ONLINE LIBRARY, ELECTRONIC PRODUCTS, WOAA, AND DASHBOARD

Section C.1.a is hereby deleted and replaced to read as follows:

C.1.a. Authorized Users may download, search, retrieve, display and view, copy and save to a Secure Network or other electronic storage media and store or print out single copies of individual articles, chapters, or entries in the Licensed Electronic Products for the Authorized User's own personal use, namely scholarly, educational, or scientific research and the Customer's internal business use. Authorized Users may also transmit such material to a third-party colleague in hard copy or electronically, for personal use, namely scholarly, educational, or scientific research or professional use but in no case for the following uses: re-sale, systematic distribution, e.g. posting on a listserv, network (including distribution through social networking websites and scholarly collaboration networks (SCNs), except it is permissible to post on an SCN that has signed up to the STM sharing principles and solely in accordance therewith (see <https://howcanishareit.com>) or automated delivery, or for any other use not enumerated herein. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from individual articles, chapters or other entries from the Licensed Electronic Products in the Authorized User's own scientific, scholarly and educational works such as books and articles. This right does not extend to use of material, including images or figures that are separately listed as the copyright of a third party.

Section C.1.f is hereby deleted and replaced to read as follows:

C.1.f. Authorized Users who wish to text and data mine the Licensed Electronic Products for non-commercial purposes may use the Wiley TDM API. Authorized Users must accept Wiley's Text and Data Mining Agreement to receive an API token. See here for further details: <https://www.onlinelibrary.wiley.com/library-info/resources/text-and-datamining>.

Section C.1.g is hereby deleted.

The restrictions of use as applied to Wiley Online Library, the Electronic Products, WOAA, and/or the Dashboard in Sections C.3 and C.5 of the Agreement are hereby amended to extend to Author Services.

8. Section D.1. is hereby deleted and replaced, and D.8, D.9, D.10, D.11 are hereby added to read as follows:

D.1. **Access & Hybrid Journal Publishing Fees.**

- D.1.a. Customer shall pay a single, annual, non-refundable commitment fee for the Access Right for the Licensed Electronic Products granted under Appendix B and for the Hybrid Journal Publishing Right during each Contract Year, as specified in the table set forth in Appendix D (the "Annual Access & Hybrid Journal Publishing Fee").
- D.1.b. Customer will pay the Annual Access & Hybrid Journal Publishing Fee in accordance with the relevant invoice.
- D.1.b.1. Nothing should be assumed from the single fee applied for access and publishing rights.
- D.1.c. Wiley is permitted to allocate the revenues received under this Agreement to its portfolio of journals as it deems appropriate.
- D.1.d. Full open access journals and scope of the Agreement. While the current agreement focuses on Wiley's Hybrid Journal portfolio, both the Consortium and Wiley find it important to investigate options to include full open access journals in future contracts. During the Term of the Agreement, parties will discuss this on strategic level at least once a year. If this leads to a mutual view on sustainable open access services, parties can decide to start negotiating the terms of an agreement in addition to the current Agreement or replacing the current one.

D.8. In addition to all other remedies available under this Agreement or at law, Wiley is entitled to suspend the provision of any products or services, including but not limited to access to the Licensed Electronic Products and Publishing Right, if the Customer fails to pay any fees as due under this Agreement within the payment terms stated in the applicable invoice. If Wiley executes this option, the Customer will not be entitled to any reduction in the payment due, nor refund due to the suspension.

D.9. The Customer is responsible for any applicable direct or indirect local, state, federal, or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, sales, use, or withholding taxes where required by law. Customer will pay to Wiley the full amount of any invoice, regardless of any deduction that Customer believes it is required by law to make, such that the net amount received by Wiley equals the full amount that would have been received had no such deduction or withholding been required.

D.10. In addition to those Customers listed in Appendix A, Consortium may propose to Wiley new institutions for inclusion in the Agreement, for Wiley's consideration and approval. Subject to Wiley's written

approval, such new institutions could join the Agreement for an additional access and publishing fee (among any other appropriate terms) and on execution of a Sign-Up Letter.

- D.11. The journal portfolio of Wiley is dynamic. This is related to journal transfers, the launch and termination of journals. The Consortium and Wiley agree that it is important to have a stable journal portfolio value during the Agreement. If there is the addition of new or the deletion of existing journal titles leading to an increase or decrease of 5% or more annually in Wiley's total financial value (based on institutional e-only subscription price) of the journal titles in the Database (excluding journals 'flipping' from Hybrid to full open access), Wiley and the Consortium determine how to compensate this in the following Contract Year.

If after submission of an open access article the eligibility of that article changes (e.g. when the author resigns from the Institution after submission of the article), the article will continue to be regarded as eligible for the Publishing Right.

## 9. Section E. MUTUAL OBLIGATIONS

Section E.1.e is hereby added to read as follows:

- E.1.e. Wiley will provide a Customer Success Manager (CSM) who works alongside the Customer's account manager, to ensure Customer and their Authorized Users have the resources and support needed to gain the most value from the partnership with Wiley.

The Customer obligations applied to Wiley Online Library, the Licensed Electronic Products, WOAA are hereby amended to extend to Author Services.

## 10. Section F. PRIVACY AND DATA PROTECTION POLICY

Sections F.2, F.3, F.4, F.5 are hereby deleted and replaced by Sections F.2, F.3, F.4, F.5, F.6, F.7, F.8, F.9, F.10 to read as follows:

- F.2. If and to the extent Wiley is processing End-User Data in connection with the Access Right and Publishing Right Wiley shall act as controller within the meaning of the General Data Protection Regulation (GDPR). In that case, the terms of this Section shall apply to such processing activities.
- F.3. Wiley and the Customer will process the End-User Data, and any other personal data processing within the context of the Agreement, in accordance with the GDPR and national data protection laws where applicable.
- F.4. Wiley shall only process the End-User Data as necessary to perform its obligations under the Agreement or as instructed by the Customer. It shall not use End-User Data for any other purposes unless with the prior written consent of the Customer and/or the relevant data-subjects, or if required under applicable law.
- F.5. Wiley shall not transfer End-User Data to a third-country without an adequate level of protection (based on an Adequacy Decision of the European Commission), unless with the prior permission of the Customer and provided appropriate measures are taken to safeguard protection of the End-User Data.
- F.6. Wiley shall cooperate fully with the Customer to (i) enable data subjects as defined in the GDPR to inspect and rectify their personal data; (ii) to enable such parties to have their personal data deleted or corrected; and/or (iii) to demonstrate to such parties that their personal data has been deleted or corrected if it is incorrect or, if the Customer disputes the position adopted by the data-subject, to record that the party concerned considers his/her personal data to be incorrect. Wiley shall also cooperate with any lawful request based on a data-subject's right to data portability.
- F.7. Wiley shall implement and maintain appropriate technical and organisational security measures to protect the End-User Data against unauthorized access, loss, destruction or alteration in accordance with the GDPR. Taking account of the state of technology and the cost of implementing them, these measures shall provide an appropriate level of security in view of the risks associated with such processing and the nature of the data being protected. Upon the Customer's first request, Wiley shall provide the Customer with an overview of the technical and organisational security measures of Wiley to protect the End-User Data.
- F.8. Wiley shall, without undue delay and where possible no later than 72 hours after having become aware of it, notify the Customer regarding any security-related incidents and their potential impact on the processing of End-User Data.
- F.9. Wiley shall procure, by written agreement with the relevant (sub)processors, that all (sub)processors will comply with similar or equivalent obligations as Wiley's obligations of this Section. Upon the Customer's first request, Wiley shall provide the Customer with an overview of the (sub)processors engaged by Wiley in connection with the processing of End-User Data.

F.10. If any authority requests Wiley to disclose Personal Data, Wiley shall immediately notify the Customer of such request to the extent permissible by applicable laws, and collaborate with the Customer to defend against such request where possible, and, if it is concluded that Wiley is under a legal obligation to disclose Personal Data, to keep such disclosure to a minimum and take such other measures as can reasonable be expected to minimize privacy impact on the involved data-subjects.

**11. Section G. TERM AND TERMINATION**

Section G.1 is hereby amended to read as follows:

G.1. The Term of this Agreement ends on December 31, 2026 (the “Term”). Beginning on January 1, 2024, each year until the expiration of the Term is a “Contract Year”.

Section G.3 is hereby amended to read as follows:

G.3. Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and fails to cure such material breach, provided that

- G.3.a. the non-breaching party will give written notice of its intention to terminate and will allow the breaching party 60 days after receipt of such notice to remedy the breach
- G.3.b. where Consortium seeks to terminate due to a material breach by Wiley that is not cured, Consortium may terminate only as to the Customer materially affected by the breach and the Agreement will remain in effect for the Consortium and all other Customers.
- G.3.c. when a material breach by Wiley occurs the involved Customer who is materially affected by the breach and wants to terminate this Agreement, Wiley and Consortium will in good faith discuss the amount of costs to be credited to the Customer who already has paid Wiley until the end of the Agreement period.

**12. Section H. WARRANTY AND DISCLAIMERS**

The disclaimers established in Sections H.2., and H.3., are hereby extended to cover Author Services, WOAA, and Dashboard.

**13. Section J. GENERAL PROVISIONS**

Section J.5 is hereby amended to read as follows:

J.5. Any notice, request, statement or other communication to be given hereunder to any party must be in writing addressed to Wiley at the address on page one, attention Executive Vice President, and with a copy to legalnotices@wiley.com, and to the Customer’s Agreement Administrator at the address on Appendix A, or mailed or delivered to such other address as each party may designate by notice given in like manner, and any such notice, request, statement or other communication, will be deemed to have been given when received, except that if mailed by registered or certified mail, return receipt requested, or delivered by overnight courier service, it will be deemed to have been given when mailed as aforesaid or when delivered.

- 14. The parties replace Appendix A with the updated Appendix A as attached hereto.
- 15. The parties replace the Appendices B and B.1. with the updated Appendices B and B.1. as attached hereto.
- 16. The parties replace Appendix C with the updated Appendix C as attached hereto.
- 17. The parties replace Appendix D with the updated Appendix D as attached hereto.
- 18. This Amendment will be deemed effective as of January 1, 2024. Except as set forth in this Amendment, all terms and conditions of the Read and Publish Agreement remain in full force and effect.
- 19. Defined terms not defined in this Amendment have the meanings set forth in the Read and Publish Agreement.

Except as provided by the Amendment herein stated, all terms and conditions of the Read and Publish Agreement shall remain in full force and effect.

AGREED AND ACCEPTED

**SURF B.V.**

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Date: \_Jan 25, 2024

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**John Wiley & Sons Inc.**

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Date: \_Jan 29, 2024

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**APPENDIX A: INFORMATION FOR CONSORTIUM AND MEMBER INSTITUTIONS**

The following Member Institutions of the SURF Consortium have agreed to the terms of their participation in this Amendment, as of January 1, 2024 and are deemed to be Customers. Financial terms and supporting documentation for these Customers are included in the Product Appendices, if applicable. Information on sites and contacts for these Customers follows below.

When additional constituent Member Institutions of the SURF Consortium agree in writing to the terms of their participation in this Agreement (subject to Wiley’s written approval) by signing the Sign-Up letter as attached hereto or acknowledging participation through SURF’s online Sign-Up platform, provided that the SURF Sign Up platform allows for the proper authentication of the Customer’s written consent and the complete, accurate, legible and durable reproduction of such consent, they are deemed to be included in the definition of Customer as parties to the Agreement.

Each new Member Institution’s consent shall include at least a clear statement: 1. That the Member Institution agrees to any fees attributable to this Member Institution, and 2. Whether the Member Institution subscribes to the Licensed Electronic Products and the Publishing Privilege or only to the Licensed Electronic Products.

**The following are constituent members of the SURF UKB Consortium:**

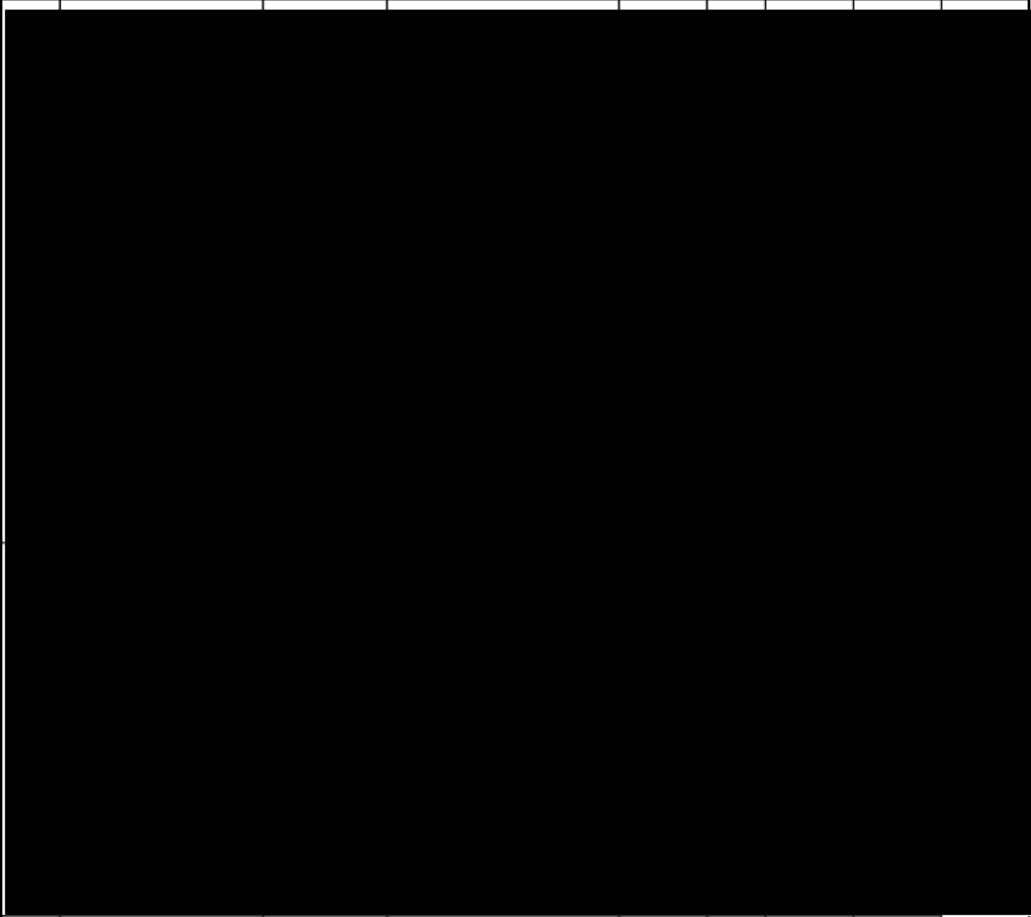
No.	Institution	Address	Contact	IP-Addresses (IPv4 + IPv6) or Institutional Login (SAML 2.0: SWITCHaai Federation)
<b>Participating SURF Institutions</b>				
1	Delft University of Technology	Prometheusplein 1 2628 ZC Delft		
2	Eindhoven University of Technology	Den Dolech 2 5612 AZ Eindhoven		
3	Erasmus University Rotterdam	Burgemeester Oudlaan 50 3062 PA Rotterdam		
4	Leiden University	Witte Singel 27 2311 BG Leiden		
5	Maastricht University	Grote Looiersstraat 17 6211 JH Maastricht		

No.	Institution	Address	Contact	IP-Addresses (IPv4 + IPv6) or Institutional Login (SAML 2.0: SWITCHaai Federation)
6	Open University	Minderbroedersberg 4-6 6211 LK Maastricht		
7	Radboud University	Erasmuslaan 36 6525 GG Nijmegen		
8	Tilburg University	Warandelaan 2 5037 AB Tilburg		
9	University of Amsterdam	Singel 425 1012 WP Amsterdam		
10	University of Groningen	Broersstraat 4 9712 CP Groningen		
11	University of Twente	De Veldmaat 5 7522 NM Enschede		
12	Utrecht University	Heidelberglaan 3 3584 CS Utrecht		
13	Vrije Universiteit Amsterdam	De Boelelaan 1105 1081 HV Amsterdam		
14	Wageningen University & Research	Droevendaalsesteeg 2 6709 PB Wageningen		

No.	Institution	Address	Contact	IP-Addresses (IPv4 + IPv6) or Institutional Login (SAML 2.0: SWITCHaai Federation)
1	Aeres Hogeschool	De Drieslag 4 8251 JZ Dronten		
2	Avans Hogeschool	Hogeschoollaan 1 4818 CR Breda		
3	Breda University of Applied Sciences	Mgr. Hopmansstraat 2 4817 JS Breda		
4	Centrum Wiskunde en Informatica	Science Park 123 1098 XG Amsterdam		
5	Christelijke Hogeschool Ede	Oude Kerkweg 100 6717 JS Ede		
6	Christelijke Hogeschool Windesheim	Campus 2 8017 CA Zwolle		
7	De Haagse Hogeschool	Johanna Westerdijkplein 75 2521 EN Den Haag		
8	Fontys Hogeschool	Rachelsmolen 1 5612 MA Eindhoven		
9	Hanzehogeschool Groningen	Zernikeplein 11 9747 AS Groningen		

The Member Institutions below (“Non-UKB Institutions”) are entitled to access the Licensed Electronic Products as set forth in Appendix B.1. but do not constitute Customers with regard to the Publishing Right granted under this Amendment. For the avoidance of doubt, SURF will be invoiced separately for the Access Fee for Non-UKB Institutions. The following are constituent members of SURF and Non-UKB Institutions with no grant of Publishing Right:

**NON-UKB Institutions**



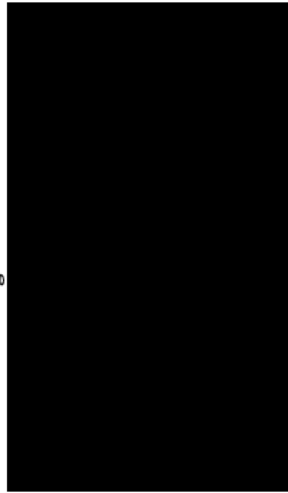


No.	Institution	Address	Contact	IP-Addresses (IPv4 + IPv6) or Institutional Login (SAML 2.0: SWITCHaai Federation)
10	HAS Green Academy	Onderwijsboulevard 221 5223 DE Den Bosch		
11	Hogeschool Inholland	Bijdorplaan 15 2015 CE Haarlem		
12	Hogeschool Leiden	Zernikedreef 11 2333 CK Leiden		
13	Hogeschool Rotterdam	Museumpark 40 3015 CX Rotterdam		
14	Hogeschool Utrecht	Oudenoord 330 3584 CH Utrecht		
15	Hogeschool van Amsterdam	Weesperzijde 190 1097 DZ Amsterdam		
16	Hogeschool van Arnhem en Nijmegen	Ruitenberglaan 31 6826 CC Arnhem		
17	Hogeschool Van Hall Larenstein	Larensteinselaan 26A 6882 CT Velp		

No.	Institution	Address	Contact	IP-Addresses (IPv4 + IPv6) or Institutional Login (SAML 2.0: SWITCHaai Federation)
18	KNAW Koninklijke Academie van Wetenschappen	Kloveniersburgwal 29 1011 JV Amsterdam		
19	Naturalis Biodiversity Center	Darwinweg 2 2333 CR Leiden		
20	Politieacademie	Arnhemseweg 348 7334 AC Apeldoorn		
21	Saxion Hogescholen	M.H. Tromplaan 28 7513 AB Enschede		
22	Stichting IHE Delft Institute for Water Education	Westvest 7 2611 AX Delft		
23	Wittenborg University	Laan van de Mensenrechten 500 7331 VZ Apeldoorn		

No.	Institution	Address	Contact	IP-Addresses (IPv4 + IPv6) or Institutional Login (SAML 2.0: SWITCHHaai Federation)
24	Zuyd Hogeschool	Nieuw Eychholt 300 6419 DJ Heerlen		

Consortium Agreement Administrator:



## APPENDIX B: JOURNALS – The Database

Customer: SURF B.V.

The Database will comprise all subscription-based journal titles published on Wiley Online Library including titles previously excluded from collections, transfer titles and newly launched journals.

1. **Title List:** The complete list of titles included in the Database is available at [https://onlinelibrary.wiley.com/pb-assets/PriceLists/Database\\_Model\\_Journal\\_List.pdf](https://onlinelibrary.wiley.com/pb-assets/PriceLists/Database_Model_Journal_List.pdf).
2. **Access:** The subscription will entitle the Customer to online access to the electronic files of all content published in the journals that comprise the Database during the term of the subscription and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley. For the avoidance of doubt, this does not include any material included in Backfiles for the same journals.
  - 2.1. The Database Collection available to the Customer will be the one for the calendar year in which each subscription begins.
3. **Perpetual Access:** Upon termination of this Agreement, Wiley will provide the Customer with Perpetual Access to the electronic files of all content published in the journals that comprise the Database during the term of the subscription, where Wiley has the rights to deliver this. For the avoidance of doubt, the Customer will retain Perpetual Access rights to current electronic files and retrospective content, generally back to 1997, for any journals in which the Customer already had such rights from Wiley independent of this Agreement. No Perpetual Access rights are provided under this Appendix B for any material included in Backfiles for the same journals.
4. **Journal Database Fees:** The Database Fee is included in the Annual Access & Hybrid Journal Publishing Fee per Contract Year as listed in Section D.1. of the Agreement and Appendix D.
  - 4.1. The Annual Access & Hybrid Publishing Fee in a subsequent Contract Year may change if there is a material change to the number and value of the journal titles included in the Database.
  - 4.2. Wiley will submit to the Customer by September 1 of Contract Years 1 and 2 a list of the online editions of all journals in the Database that will be made available on Wiley Online Library in the following Contract Year including all confirmed new and transfer journal titles. For journal titles that are transferred out of the Database, Wiley will use all reasonable efforts to comply with the Transfer Code of Practice or to the then-prevailing industry standard.
  - 4.3. In the event of a material change as described above, the parties shall negotiate in good faith an appropriate amount as a fair compensation for such material change.
5. **Print Subscription Pricing:** The Customer can purchase print subscriptions to journals in the Database to which the Customer subscribes at a deeply discounted rate at the prevailing rate. This does not apply to:
  - 5.1. Titles published in e-only format by Wiley.
  - 5.2. Titles for which print subscriptions are only available through a Print-on-Demand option. Print on Demand subscriptions are not eligible for any discount.
  - 5.3. Print subscriptions should be ordered directly via the Wiley Customer Services department, or through an agent.

## APPENDIX B.1: JOURNALS – The Database - Non-UKB Institutions

Customer: SURF B.V.

The Database will comprise all subscription-based journal titles published on Wiley Online Library including titles previously excluded from collections, transfer titles and newly launched journals.

1. **Title List:** The complete list of titles included in the Database is available at [https://onlinelibrary.wiley.com/pb-assets/PriceLists/Database\\_Model\\_Journal\\_List.pdf](https://onlinelibrary.wiley.com/pb-assets/PriceLists/Database_Model_Journal_List.pdf).
2. **Access:** The subscription will entitle the Customer to online access to the electronic files of all content published in the journals that comprise the Database during the term of the subscription and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley. For the avoidance of doubt, this does not include any material included in Backfiles for the same journals.
  - 2.1. The Database Collection available to the Customer will be the one for the calendar year in which each subscription begins.
3. **Perpetual Access:** Upon termination of this Agreement, Wiley will provide the Customer with Perpetual Access to the electronic files of all content published in the journals that comprise the Database during the term of the subscription, where Wiley has the rights to deliver this. For the avoidance of doubt, the Customer will retain Perpetual Access rights to current electronic files and retrospective content, generally back to 1997, for any journals in which the Customer already had such rights from Wiley independent of this Agreement. No Perpetual Access rights are provided under this Appendix B for any material included in Backfiles for the same journals.
4. **Journal Database Fees:**
  - 4.1. **Year 1- 2024:** The Database Fee for Non-UKB Institutions is set forth in Appendix D.
  - 4.2. **Subsequent Years Fees:** The Database Fee in subsequent years will be calculated as the Access Start Date Year Database Fee plus a Fee Increase Cap.
    - 4.2.a. The Database Fee in a subsequent year may change if there is a material change to the number and value of the journal titles included in the Database.
    - 4.2.b. Wiley will submit to the Customer by the preceding September 1, 2024 and 2025 a list of the online editions of all journals in the Database that will be made available on Wiley Online Library in the following year, including all confirmed new and transfer journal titles. For journal titles that are transferred out of the Database, Wiley will use all reasonable efforts to comply with the Transfer Code of Practice or to the then-prevailing industry standard.
    - 4.2.c. In the event of a material change as described above, the parties will negotiate in good faith an appropriate amount as a fair compensation for such material change.
    - 4.2.d. Fee Increase Cap: 2%
5. **Print Subscription Pricing:** The Customer can purchase print subscriptions to journals in the Database to which the Customer subscribes at a deeply discounted rate at the prevailing rate. This does not apply to:
  - 5.1. Titles published in e-only format by Wiley.
  - 5.2. Titles for which print subscriptions are only available through a Print-on-Demand option. Print on Demand subscriptions are not eligible for any discount.
  - 5.3. Print subscriptions should be ordered directly via the Wiley Customer Services department, or through an agent.

## APPENDIX C: PUBLISHING RIGHT

1. **Publishing Right.** Wiley agrees, during the Publishing Right Period, in accordance with the terms set forth in this Appendix and Section D of the Agreement, and subject to the payment of the Annual Access & Hybrid Journal Publishing Fees set forth in Appendix D, to publish Eligible Articles open access as requested by Eligible Authors in the Hybrid Journals (“Hybrid Journal Publishing Right”).
2. **Open Access Author Agreement.** Before the version of record is published, Eligible Authors of Eligible Articles (and, if different, the owner of any copyright in such articles), must sign Wiley’s then-current open access author agreement. Eligible Authors will be able to select from the following Creative Commons licenses, as applicable for the particular journal: Attribution International (CC BY), Attribution Non-Commercial International (CC BY-NC), Attribution No-Derivatives International (CC BY-ND), or Attribution Non-Commercial No-Derivatives International (CC BY-NC-ND). The publication workflow will, whenever possible, direct Eligible Authors to CC BY as the first option if permitted by the applicable journal and its policies.
  - 2.1. The Consortium and Wiley acknowledge the importance of unrestricted reusability of open access publications. In line with institutional and funder policies, authors will be encouraged to choose CC BY instead of more restrictive variations as part of the Wiley open access workflow. If, during the Agreement, Wiley creates a standard workflow that enables implementation of a single license choice with opt out, this will be offered as an upgrade to this Agreement. In the time being, Wiley will communicate to authors to ensure the greatest possible use of the CC BY license.
    - 2.1.a. Every half year the Consortium and Wiley evaluate the impact of the communication on license choice. If the percentage of CC BY is below 90%, Wiley and the Consortium will explore options for further improvement of the communication towards authors.
  - 2.2. Eligible Authors publishing under a Creative Commons license retain copyright to their work and Wiley will only request non-exclusive publication rights (but never exclusive publication rights) with respect to the Open Access Articles of Eligible Authors published under a CC BY license. All Open Access Articles will be published by Wiley under a Creative Commons Attribution license, where an author selects such license, that is compliant with funder requirements if such requirements are communicated in writing to Wiley and by author and Institution, and also are in accordance with Wiley journal policies, publishing practices, standard licenses, operations, and applicable laws. Third-party content included in an Open Access Article, for example images or graphics, and such are not affected by these requirements.
  - 2.3. If a journal offers several types of Creative Commons licenses to Eligible Authors, CC BY (as the most open licence) will be presented by Wiley as the first option if permitted by the applicable journal and its policies, including a clear message to the Eligible 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.
  - 2.4. In the case of 2.3, 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), the authors retained rights will be defined by Wiley’s standard license. The retained rights and permitted uses can be found at:  
<https://authorservices.wiley.com/asset/Open-Access-Agreement-Sample-CC-BY-NC.pdf> and  
<https://authorservices.wiley.com/asset/Open-Access-Agreement-Sample-CC-BY-NC-ND.pdf>
  - 2.5. Wiley shall:
    - 2.5.a. Inform Eligible Author(s) about the Open Access licensing policy of the relevant journal (as part of the license choice workflow for submission of articles) so that the Eligible Author is aware of the impact of the available restrictive licensing models before concluding a license agreement with Wiley;
    - 2.5.b. Regardless of the licence model, allow the Eligible Author(s) to re-use and distribute their Open Access Article published under a CC BY-NC, CC BY-ND OR CC-BY-NC-ND License in accordance with Wiley’s standard license.
    - 2.5.c. Allow Eligible Authors, at any moment after having chosen a restrictive OA licence model, to request a license change to CC BY because of (changing) funder requirements or for any other reasons.

3. **WOAA Workflow.**

- 3.1. **Hybrid Journals.** Under the Hybrid WOAA Workflow, the Eligible Author, as designated on submission of an Eligible Article, or subsequently identified as such within Author Services, must identify the Eligible Author's affiliation with a Customer, by selecting from a standardized list of institutions in the electronic editorial office submission and Author Services systems. Once the affiliation is identified, the Eligible Author will be presented with a choice of publishing open access. Wiley will include sufficient information and guidance to encourage Eligible Authors to publish open access as part of this Agreement (so long as the correct affiliation of the Eligible Author is captured in Wiley systems' metadata) and that they do not need to pay an APC. If an author elects not to publish open access, the article will not be covered by this Agreement.
- 3.2. **Non-Standard Workflow.** For Hybrid Journals that do not follow the WOAA Workflow, Wiley will make reasonable efforts to inform the Eligible Author that the Eligible Articles are meant to be published open access under this Agreement where the Eligible Author has identified an affiliation with a Customer in the electronic editorial office submission system.

4. **Wiley will:**

- 4.1. Be responsible for identifying the potentially eligible authors under this Agreement (subject to the verification process set forth below in Section 6 of Appendix C);
- 4.2. Not charge an Eligible Author an APC for any Eligible Article as long as the Eligible Author follows the WOAA or the Non-Standard Workflows. If the WOAA or the Non-Standard Workflows are not followed, any APC subsequently incurred by the Eligible Author is not covered by this Agreement. If an Eligible Author follows the WOAA or Non-Standard Workflows but did not select open access publishing, and requests Wiley to change the publication basis prior to being published, Wiley will do so, and the Eligible Article will be covered by this Agreement.
- 4.3. Include the Customer in the account list for all Hybrid Journals as an account holder;
- 4.4. Provide a link for the Customer on the Institutional Account List on Author Services;
- 4.5. Identify on Wiley Online Library the Hybrid Journal articles that are open access;
- 4.6. Make reasonable efforts to align Wiley's workflows to ESAC recommendations where possible;
- 4.7. Make reports of account activity available to the Customer via the Dashboard;
- 4.8. Provide the article record in the Dashboard with all necessary metadata including, but not limited to, name, ORCID (if provided) and email address of all authors, full name of author's affiliation (e.g., university), acceptance date, journal title, article DOI (if applicable), article title, article classification, online publication date, eISSN, Open Access License Type, Funding Organization, APC cost and date of approval in WOAA Dashboard (when applicable), Open Access Publication Status (e.g. approved, denied, other). Not all of these fields are available for every article. Wiley will include the available fields.

5. **Open Access Conversion Right.**

- 5.1. In Contract Year One only, Customer has the right (the "OA Conversion Right") to request to cover unpublished articles that satisfy the requirements of Sections 4.a and 4.b of the Eligible Article definition, and were accepted for publication (but not yet published) in a Hybrid Journal (i.e., a Hybrid Journal as of the date of the acceptance of the article) on a subscription basis for which the author has not yet selected the publication basis (subscription or open access), where such acceptance occurred between the date of the Amendment and the Publishing Right Start Date.
- 5.2. To exercise the OA Conversion Right, Customer must request from Wiley a list of articles eligible for conversion under Section 5 of Appendix C, and Wiley will provide the list of any such articles. Then, Customer must select the articles they would like to convert and inform Wiley in writing about their selection. Wiley will contact the Eligible Authors of the selected articles for final approval, and the

Eligible Author must then confirm the conversion of their article to open access publication and sign Wiley's then-current open access author agreement.

6. **Verification process.**

6.1. Wiley will identify potentially eligible authors through at least one of the following parameters: their organization name; their e-mail domain; or persistent identifier, such as Ringgold or another recognized institutional identifier, and then request verification from the Customer that the author is an Eligible Author.

6.2. It is the sole responsibility of the Customer to verify, within their Dashboard, that the author qualifies as an Eligible Author (as defined herein). Customer will approve or deny requests for verification from Wiley within 5 days. If the Customer requires more time, it must notify Wiley and Wiley will provide a reasonable extension.

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9. If at the end of the Term of this Agreement a renewal agreement has not been finalized, Wiley agrees to continue the Publishing Right for Eligible Articles for a grace period of three months ("grace period"). If at the end of the grace period a new agreement has not been reached, SURF B.V. will be invoiced for published Eligible Articles at a rate equal to the number of articles at the prevailing APC. Such invoice will be payable according to the terms set forth in Section D of the Agreement. This Section 9 of Appendix C will survive the termination of the Agreement.



**APPENDIX C.1: ILLUSTRATIVE LIST OF ARTICLE CLASSIFICATIONS ELIGIBLE FOR OPEN ACCESS PUBLISHING**

<b>Article Classification</b>	<b>Description</b>	<b>Eligibility for OA Publishing in Hybrid Journal</b>
<b>Abstract</b>	Abstracts published as articles, either individually, under sections, or as an entire collection from a conference, and materials related to them, such as Introductions, Author Indices etc.	N
<b>Announcement</b>	Sharing factual information or acknowledgements from the journal or its owners that is not dissemination of knowledge, research, or opinion.	N
<b>Career and Management</b>	Article relating to career development or managing a practice or people or small business for practitioners.	N
<b>Case Study</b>	Detailed report or presentation of the symptoms, signs, diagnosis, treatment, and follow-up of an individual patient or selected disease indications. Usually describes an unusual or novel occurrence or has substantial learning value for readers.	Y
<b>Classification</b>	Classification articles include Rating Scales and other non-eligible article types which do not participate in Author Services.	N
<b>Commentary</b>	Expert opinion from one or more people (who may agree or disagree) on a published work, current understanding/status of an area, or how practice should be undertaken. Generally with references.	Y
<b>Correction</b>	To correct an error or omission in an article, where no ethical concerns have been detected or reported, and the conclusions of the study remain intact	N
<b>Correspondence</b>	A letter, or response to a letter, sent to the journal to raise a point of interest, discuss a difference of opinion or encourage participation	N
<b>Data Article</b>	Detailed description of a dataset and its creation, with the data included in machine-readable format, that enables others to make use of the data. No research done with the data is included.	Y
<b>Editorial</b>	To convey an opinion, or overview of an issue, by the Editor or someone invited by the editor	N
<b>Education</b>	Educational piece that explains a subject, method or current thinking to enable others to understand and/or use it. Does not present new research/findings. May also elicit reflection or test knowledge or thinking, and be linked to professional certification	Y
<b>Events</b>	A curated list of relevant upcoming events in the field of interest of the journal and its readers	N
<b>Index</b>	A list of the contents of an issue, volume, future issue plans	N
<b>Introduction</b>	A introduction to an issue, which may introduce the theme, or highlight selected articles, or preview the full contents of the issue	N
<b>Lecture</b>	Transcript or summary of a speech given at a conference, symposium, workshop or similar, usually an invited speech, given by a recognised expert, an award winner, or elected society officer.	Y
<b>Media Review</b>	Short review on the usefulness/quality of one or more books or other media, to aid readers in decision-making	N
<b>Meeting Report</b>	Summary of developments presented at a meeting, relying largely on the works presented at the meeting, rather than being fully referenced accounts of a field.	N
<b>Method and Protocol</b>	Procedural method in the design and implementation of an experiment or study	Y
<b>News</b>	External factual information to keep readers up to date with events	N
<b>Obituary</b>	Celebration of the life of a deceased researcher of significance, by giving an account of the work and influence of that individual.	N
<b>Opinion</b>	An opinionated, subjective piece by one or more experts, (who may agree or disagree) on a topic or publication.	N
<b>Perspective</b>	Personal opinion on a topic, often with a novel/imaginative approach to a provocative question, with an engaging though rigorous investigation that enhances the understanding of the subject, including new developments, and moderate referencing	Y
<b>Practice and Policy</b>	Public statement of what a representative group of experts agree to be evidence-based and state-of-the-art knowledge on an aspect of practice/policy.	Y
<b>Profile</b>	Life story of a person significant to the field.	N

<b>Rapid Publication</b>	Report of a key new research finding that needs/merits fast dissemination, and so is expedited.	Y
<b>Research Article</b>	Reports of original research, with methods, findings and conclusions.	Y
<b>Retraction or Concern</b>	Flags or warnings to readers in escalating levels, from Notifications (to acknowledge an issue but to indicate no further action), through Expressions of Concern (to indicate problems cannot be resolved and that caution may be needed), to Retractions and	N
<b>Review Article</b>	Overview of developments in fields or the current lines of thought. Synthesizes multiple sources of information and has long list of references. Emphasis is more factual and less on opinion.	Y
<b>Short Communication</b>	Brief observations and research reports in a concise format.	Y
<b>Technical Note</b>	Extensions or updates to previously published research, reporting additional controls; projects that did not yield publishable results but represent valuable information regarding protocol and data collection; additions to established tools, experimental or computational methods; description of a database; null results and orphan data; data management plans; description of a specific development, technique or procedure, or a modification of an existing technique, procedure or device; new algorithm or computational method, new experimental method, improved version of an experimental protocol or computational approach, new implementation of an existing algorithm...	Y

**APPENDIX D: FEES**

	<b>Contract Year One</b>	<b>Contract Year Two</b>	<b>Contract Year Three</b>
Applicable Time Period	January 1, 2024 to December 31, 2024	January 1, 2025 to December 31, 2025	January 1, 2026 to December 31, 2026
Annual Access & Hybrid Journal Publishing Fee per Contract Year for Universities of the Netherlands (UNL Institutions)	EUR 4.952.590	EUR 5.101.168	EUR 5.254.203
Annual Access & Hybrid Journal Publishing Fee per Contract Year for Royal Netherlands Academy of Arts and Sciences	EUR 108.974	EUR 112.243	EUR 115.611
Journal Database Fee for Non-UKB Institutions	EUR 188.114	EUR 191.876	EUR 195.713

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This Agreement dated as of March 31, 2021 (the “Agreement”) sets forth the terms and conditions under which John Wiley & Sons, Inc. (“Wiley US”), a New York corporation, 111 River Street, Hoboken, New Jersey 07030, USA and its affiliates, including without limitation, John Wiley & Sons, Ltd., a company incorporated under the laws of England and Wales, The Atrium, Southern Gate, Chichester, West Sussex PO19 8SQ (“Wiley UK”), Wiley-VCH Verlag GmbH & Co. KGaA, a company incorporated under the laws of Germany, Boschstrasse 12 D-69469 Weinheim, Germany (“Wiley Germany”) and John Wiley & Sons Australia, Ltd., Level 5, 42 McDougall St., Milton, Queensland, Australia 4064 (“Wiley Australia”), collectively “Wiley” will provide SURF B.V., Moreelsepark 48, Utrecht, The Netherlands (the “Consortium” or “SURF”), with access to the Electronic Products and Services subscribed to by the Consortium via Wiley Online Library.

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2. SURF B.V. is duly authorized to act on behalf of the Member Institutions listed in Appendix A to this Agreement,

Wiley and SURF B.V. have agreed to the following:

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4. **Customer** – The Consortium named above, which has been authorized to sign this Agreement by agreement with and on behalf of its member institutions (“Member Institutions”) listed in Appendix A, who have agreed to participate in this Agreement as part of the Consortium. Each such participating Member Institution shall provide access to Wiley Online Library via its Secure Network for its Authorized Users as defined in this Agreement. SURF B.V. is responsible for all payments specified in the Appendices to this Agreement.

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Appendix A will include information on IP addresses for the Secure Network which are covered by this Agreement and contacts for each such Member Institution. Each Appendix for a Licensed Electronic Product will specify financial terms for each Member Institution.

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Appendix D Online Reference Works  
Appendix F The Cochrane Library  
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Appendix H Databases  
Appendix K AnthroSource

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  - 7.a The Fees for the period set forth in the IAL are applicable and due upon either of the following:
    - 7.a.i. the Customer's signature on the annual IAL; or
    - 7.a.ii. the Customer's signature of the Product Appendix(ces) accompanying the annual IAL; or
    - 7.a.iii. the Customer's written acceptance of the annual fees via email, or
    - 7.a.iv. access enablement by Wiley to the Licensed Electronic Products based on 7.a.i, 7.a.ii, or 7.a.iii; or
    - 7.a.v. the Customer's payment of fees set forth in 7.a.i, 7.a.ii, or 7.a.iii.

7.b. Except as specifically set forth in the IAL (or written acceptance via email as set forth above), the terms and conditions of this Agreement (including updated Appendices) continue to apply.

E. **MUTUAL OBLIGATIONS**

1. Wiley will:
  - a. make reasonable efforts to ensure uninterrupted online access to and continuous availability of the Licensed Electronic Products to Authorized Users in accordance with this Agreement, and to restore access to such Licensed Electronic Products as promptly as possible in the event of an interruption or suspension of the Wiley Online Library service which is not attributable to any third-party service provider over which Wiley has no control (e.g., an Internet or telecommunications service provider);
  - b. provide aggregate usage statistics to the Customer which are compliant with COUNTER Codes of Practice or conform to the then-prevailing industry standard (except as otherwise specified in the attached Appendices) about the use of the Licensed Electronic Products by the Customer's Authorized Users, consistent with applicable privacy laws and confidentiality requirements;
  - c. use best efforts to comply with the Code of Practice of Project Transfer relating to the transfer of titles between publishers (<https://www.niso.org/standards-committees/transfer>);
  - d. publish on an open access basis Eligible Articles submitted by Eligible Authors who have selected the open access option in the workflow provided by Wiley, subject to the terms set forth in Appendix C.
2. The Customer will:
  - a. take all reasonable measures to inform Authorized Users of the Terms and Conditions of Use governing access to Wiley Online Library and to emphasize to such Authorized Users the need to comply with whatever restrictions on access, use, reproduction and transmission are included therein;
  - b. make access available to Authorized Users only through the Customer's Secure Network and from valid IP addresses or other secure authentication methods as described in the appropriate Appendix; undertake reasonable measures within its control to prevent access to and improper use of the Licensed Electronic Products and Wiley Online Library by unauthorized persons (including without limitation using the most current patches, regularly scanning the Secure Network for vulnerabilities, and regularly monitoring the proxy logs for unauthorized user access (such as multiple logins using the same id, high volume downloads, and tracking/blocking automated traffic)); and take responsibility for remediating all issues uncovered and for terminating any unauthorized access of which it has actual notice or knowledge;
  - c. provide Wiley with information about the Customer's IP addresses which can be used by Wiley to authenticate Authorized Users. The Customer represents that all such IP addresses shall be limited to the Customer's Secure Network and shall be listed in Appendix A as updated from time to time. The Customer shall be responsible for ensuring that all IP addresses on Appendix A or otherwise provided to Wiley correspond with the Customer's IP addresses and are limited to the physical addresses specified in this Agreement. Without limiting the Customer's obligations hereunder or Wiley's rights and remedies in the event

of breach, the Customer agrees to pay Wiley, if Wiley so elects, for any access to Wiley Online Library for IP addresses that do not meet the preceding criteria.

- d. use all reasonable efforts to monitor compliance with the Terms and Conditions of Use and promptly notify Wiley of any copyright infringement or unauthorized usage of the Electronic Products which comes to the Customer's attention; and cooperate fully with Wiley in the investigation of such infringement or unauthorized use and in any action which Wiley takes to enforce its copyright and other Intellectual Property Rights, at Wiley's expense. Notwithstanding the above, the Customer shall not be responsible for such unauthorized use which is without the express or implied consent of the Customer, provided that the Customer has taken reasonable steps to prevent such misuse and, upon learning of it, uses all reasonable efforts to ensure that such activity ceases, and notifies Wiley promptly of any such breach or infringement.
- e. except with respect to material published on an open access basis, neither the Customer nor any Authorized User shall have the right to incorporate any material from the Electronic Products into any institutional or other repository. Author agreements are separately negotiated with Wiley and include provisions about what authors may and may not do with respect to materials authored by them and published by Wiley (including social networking websites and scholarly collaboration networks, except for those that have agreed to Wiley's Article Sharing Policy found here: <https://onlinelibrary.wiley.com/researchers/tools-resources/article-sharing>).

F. **PRIVACY AND DATA PROTECTION POLICY**

1. Wiley recognizes the importance of protecting the information it collects in the operation of Wiley Online Library and will act in compliance with the Privacy Policy posted at <https://www.wiley.com/en-us/privacy>.
2. Wiley, the Consortium, and the Member Institutions will process Personal Data in accordance with the provisions of the General Data Protection Regulation (GDPR).
3. Wiley shall only process the Personal Data lawfully as necessary to perform its obligations under this Agreement or as instructed by the Consortium or the Member Institutions.
4. Wiley shall procure, by written agreement with the relevant sub-processor, that all Wiley affiliates or sub-contractors will comply with Wiley's obligations under this section F.
5. Wiley shall cooperate fully with the Institution to (i) enable data subjects as defined in the GDPR to inspect their Personal Data; (ii) to enable such parties to have their Personal Data deleted or corrected; and/or (iii) to demonstrate to such parties that their 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.

G. **TERM AND TERMINATION**

1. The Term of this Agreement shall commence on 1 January 2021 and end on 31 December 2023.
2. Wiley shall have the right to request the Customer to terminate access to Wiley Online Library by an Authorized User who breaches Wiley's Terms and Conditions of Use or infringes the copyright or other Intellectual Property Rights in the Electronic Products or Wiley Online Library.
3. Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and fails to cure such material breach, provided that the non-breaching party

shall give written notice of its intention to terminate and shall allow the breaching party 60 days after receipt of such notice to remedy the breach.

#### H. **WARRANTY AND DISCLAIMERS BY WILEY**

1. Wiley represents and warrants that it has the right and authority to make Wiley Online Library available to the Customer and its Authorized Users pursuant to the terms and conditions of this Agreement and that, to the best of Wiley's knowledge, Wiley Online Library and the Electronic Products do not infringe upon any copyright, patent, trade secret or other proprietary right of any third party.
2. Wiley Online Library may provide Authorized Users with links to third-party websites. Where such links exist, Wiley disclaims all responsibility and liability for the content of such third-party websites. Authorized Users assume sole responsibility for the accessing of third-party websites and the use of any content on such websites.
3. Except for the warranties provided by Wiley in paragraph H.1 above,
  - a. WILEY ONLINE LIBRARY AND THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;
  - b. THE USE OF THE ELECTRONIC PRODUCTS, WILEY ONLINE LIBRARY AND ALL MATERIALS IS AT THE AUTHORIZED USER'S OWN RISK;
  - c. ACCESS TO WILEY ONLINE LIBRARY AND THE ELECTRONIC PRODUCTS MAY BE INTERRUPTED AND MAY NOT BE ERROR FREE; AND
  - d. NEITHER WILEY NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING WILEY ONLINE LIBRARY, THE ELECTRONIC PRODUCTS, OR THE MATERIALS CONTAINED IN WILEY ONLINE LIBRARY, SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE AUTHORIZED USER'S USE OF OR INABILITY TO USE WILEY ONLINE LIBRARY, THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN.
4. Wiley shall indemnify and hold the Customer harmless from and against any damages, costs and fees (including reasonable attorney's fees) resulting from any judgment against the Customer arising out of the claim of a third party that Wiley's license of the Licensed Electronic Products or the Customer's use thereof constitutes an infringement of any copyright, patent, trade secret or other proprietary right of any such third party. This indemnity shall survive termination of the Agreement for two (2) years. This indemnity shall not apply if the claim involves content which has been modified or used in a manner not permitted under this Agreement or if the Customer has failed to comply with other material terms of this Agreement.

The Customer shall give prompt notice of an infringement claim to Wiley, shall provide such cooperation and assistance to Wiley as is reasonably necessary to defend the claim, and shall allow Wiley to have the sole control of the defense, provided, however, that the Customer retains the right to participate in the defense at its own expense.

## **I. CONFIDENTIALITY PROVISIONS**

1. While negotiating this Agreement and during the Term thereafter, Wiley may provide the Customer with certain information which may be oral or written (including information in electronic format), which is deemed confidential. For the purposes of this Agreement, Confidential Information is defined to include, but is not limited to, the terms and conditions of this Agreement that have been negotiated, such as financial terms, the substance of all negotiations relating thereto, all information pertaining to Wiley Online Library which is proprietary to Wiley, and any other material which has either been marked “confidential” by Wiley or which, by the nature of the circumstances surrounding the disclosure, would be understood to be confidential by a reasonable party.
2. Confidential Information shall be used by the Customer solely for the purposes of negotiating and implementing this Agreement. The Customer agrees to take reasonable care to protect the Confidential Information from disclosure to third parties and to limit disclosure of the Confidential Information to those employees or contractors of the Customer including affiliates of the Customer who have a need to know in connection with this Agreement, and who have been made aware of, and agree to abide by, these restrictions. When disclosure is legally mandated, the parties will use, whenever possible, a version of the Agreement without Confidential Information.
3. The Agreement may be made public and be published on ESAC no earlier than 30 days after the last day on which it has been duly executed by both parties, and the version made public or published on ESAC will be redacted to include only the cumulative total fee that all Member Institutions paid in any given calendar year and not the respective fees for each Member Institutions. Personal data shall be redacted from any version or part of the Agreement made public hereunder.

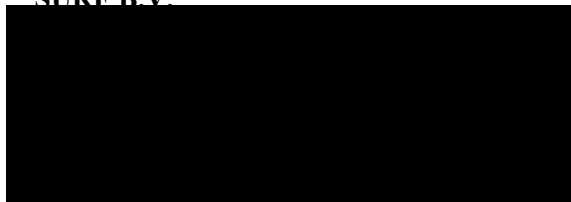
## **J. GENERAL PROVISIONS**

1. Wiley may assign this Agreement to its successors, subsidiaries or assigns. This Agreement may not be assigned by the Customer except with the prior written consent of Wiley.
2. This Agreement shall be construed and interpreted pursuant to the laws of the State of New York applicable to contracts wholly entered into and performed in the State of New York. Any legal action, suit or proceeding arising out of or relating to this Agreement or the breach thereof shall be instituted in a court of competent jurisdiction in New York County in the State of New York and each party hereby consents and submits to the personal jurisdiction of such court, waives any objection to venue in such court and consents to the service of process by registered or certified mail, return receipt requested, at the last known address of such party.
3. In the event of a material breach of the terms and conditions of this Agreement by either party, the non-breaching party shall be entitled, in addition to any other remedies available pursuant to this Agreement or at law, to equitable, including injunctive, relief.
4. Notwithstanding any other term in this Agreement, neither Party’s delay or failure to perform any provision of this Agreement due to circumstances beyond its control (including, without limitation, war; civil disorder; strike; flood; fire; storm; accident; terrorism; governmental restriction; infectious disease; epidemic; pandemic; public health emergency; embargo; power, telecommunications or Internet failures; damage to or destruction of any network facilities; the enactment of any law, executive order, or judicial decree; or any other circumstance beyond a Party’s control whether similar or dissimilar to the foregoing) (“Force Majeure”) will be deemed to be, or to give rise to, a breach of this Agreement. The Party claiming Force Majeure will provide written notice of the circumstances (where possible) and will be entitled to a reasonable extension

of time for performing such obligations. Where Wiley is claiming Force Majeure, Wiley will be entitled to implement a reasonable alternative where practical under the circumstances and if its inability to perform continues for more than 30 days or it is inadvisable or commercially impractical to perform due to Force Majeure, the parties shall renegotiate the terms set forth in this Agreement to mitigate the effects of the Force Majeure and Wiley and the Consortium shall conduct all such renegotiations in good faith

5. Any notice, request, statement or other communication to be given hereunder to any party shall be in writing addressed to Wiley at the address on page one, attention Executive Vice President, and to the Customer's Agreement Administrator at the address on Appendix A, or mailed or delivered to such other address as each party may designate by notice given in like manner, and any such notice, request, statement or other communication, shall be deemed to have been given when received, except that if mailed by registered or certified mail, return receipt requested, or delivered by overnight courier service, it shall be deemed to have been given when mailed as aforesaid or when delivered.
6. This Agreement constitutes the complete understanding of the parties and supersedes all prior understandings between the parties with respect to the subject matter of this Agreement. No modification, amendment, or waiver of any provisions shall be valid unless in writing and executed by the parties. Any waiver in one or more instances by either of the parties of any breach by the other of any terms or provisions contained in this Agreement shall not be considered a waiver of any succeeding or preceding breach. In the event that any clause of this Agreement is determined to be void or unenforceable, the remainder of the Agreement shall survive.
7. All Appendices attached or to be attached to this Agreement are incorporated herein and shall be governed by the terms and conditions of this Agreement unless otherwise specified in such Appendix. In the event of any conflict between the terms of an Appendix or any Invoice Agreement Letter or written equivalent as defined in Paragraph D.4. above and the terms of this Agreement, the terms of the Appendix, Invoice Agreement Letter or written equivalent shall govern.
8. In the event that this Agreement is executed in English and in a translated version, each party acknowledges that it has reviewed both language versions and that they are substantially the same in all material respects. If there is any discrepancy between these two versions, the English language version shall prevail to the extent of the inconsistency.
9. Under the current UK VAT legislation Wiley does not charge VAT on Licensed Electronic Products provided to UK VAT-registered businesses. According to the reverse-charge regulations still in force the tax liability on these products is transferred to the Customer as the recipient of the products.
10. For Australian based entities, the Customer warrants that they are registered for Australian GST and are procuring this supply for a business purpose. The Customer shall notify Wiley in the event that they cease to be registered for GST at any time during the Term of this Agreement.

AGREED AND ACCEPTED  
SURE B.V.



Title: COO, member of the board

JOHN WILEY & SONS, INC.



Title: Vice President, Library Sales



**APPENDIX A – THE CUSTOMER**

**Name of the Customer: SURF B.V.**

The following Member Institutions of the SURF Consortium have agreed to the terms of their participation in this Agreement, as of the above date. Financial terms and supporting documentation for these participants are included in the appendices. Information on sites and contacts for these participants follows.

When additional constituent Member Institutions of the SURF Consortium agree in writing to the terms of their participation in this Agreement by signing the Sign-Up letter as attached hereto or acknowledging participation through SURF’s online Sign-Up platform, provided that the SURF Sign Up platform allows for the proper authentication of the Customer’s written consent and the complete, accurate, legible and durable reproduction of such consent, they are deemed to be included in the definition of Customer as parties to the Agreement.

Each new Member Institution’s consent shall include at least a clear statement: 1. That the Member Institution agrees to any fees attributable to this Member Institution, and 2. Whether the Member Institution subscribes to the Licensed Electronic Products and the Publishing Privilege or only to the Licensed Electronic Products.

**The following are constituent members of the SURF Consortium:**

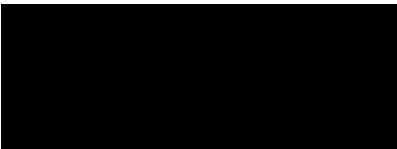
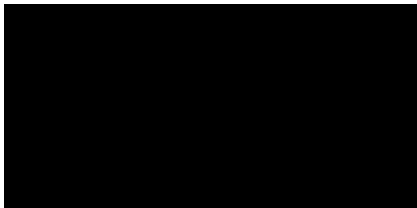
**PARTICIPATING SURF MEMBERS:**

**Listing of all addresses for the Customer:**

**VSNU UNIVERSITIES**

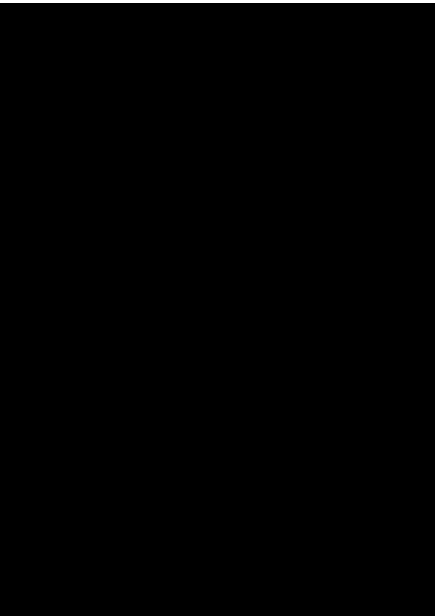
**Delft University of Technology**

Landbergstraat 15  
DELFT 2628 CE



**Leiden University**

Einsteinweg 2  
LEIDEN 2300 AD



**Eindhoven University of Technology**

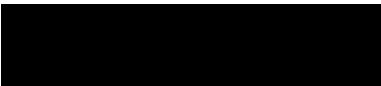
Den Dolech 2  
EINDHOVEN 5612 AZ



**Erasmus University Rotterdam**

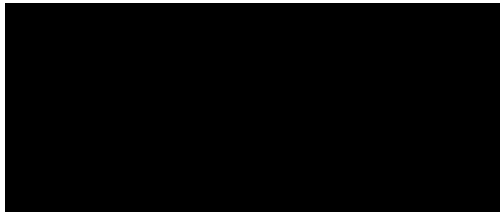
Burgemeester Oudlaan 50  
ROTTERDAM 3062 PA





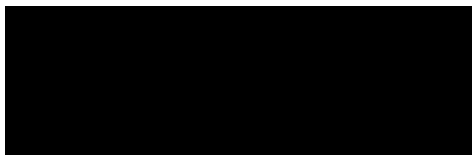
**Maastricht University**

Postbus 616  
MAASTRICHT 6211 LK



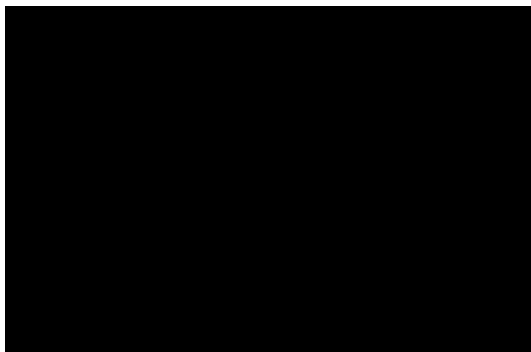
**Open University**

Postbus 616  
Maastricht 6200 MD



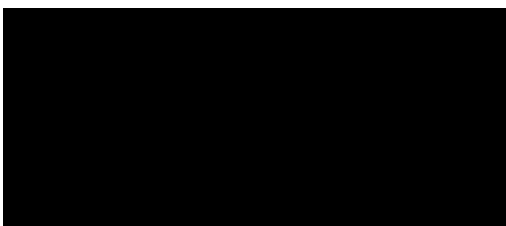
**Radboud University**

Comeniuslaan 4  
NIJMEGEN 6525 HP



**Tilburg University**

Warandelaan 2  
TILBURG 5037 AB



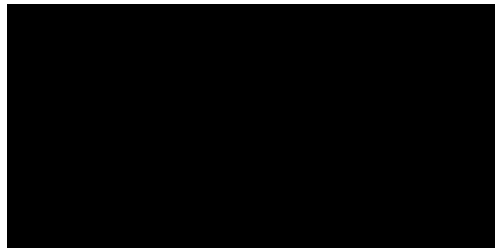
**University of Amsterdam**

Spui 21  
AMSTERDAM 1012 WX



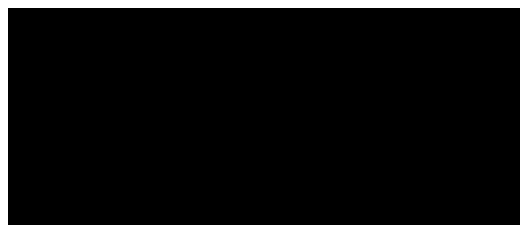
**University of Groningen**

Postbus 559  
GRONINGEN 9700 AN



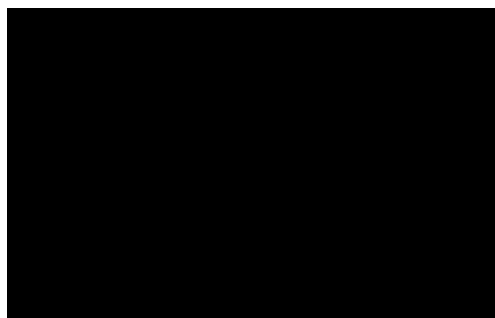
**University Of Twente**

Drienerlolaan 5  
ENSCHEDA 7522 NB



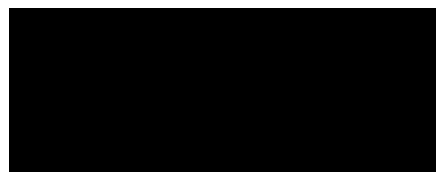
**Utrecht University**

Cambridgelaan 106  
UTRECHT 3584 CE



**Vrije Universiteit Amsterdam**

Universiteitsbibliotheek Vrije Universiteit  
AMSTERDAM 1081 HV



WAGENINGEN 6703 HB



**Wageningen University & Research**

Dreijenplein 2

**NON-VSNU INSTITUTES**

**Aeres Hogeschool**

De Drieslag 4

DRONTEN 8251 JZ



**Christelijke Hogeschool Windesheim**

Campus 2-4-6

ZWOLLE 8017 CA



**Avans Hogeschool**

Postbus 90116

Breda 4800 RA



**De Haagse Hogeschool**

Johanna Westerdijkplein 75

'S-GRAVENHAGE 2521 EN



**Breda University Of Applied Sciences**

Mgr. Hopmansstraat 2

BREDA 4817 JS



**Fontys Hogescholen**

Rachelsmolen 1

EINDHOVEN 5612 MA



**Centrum Wiskunde En Informatica**

Postbus 94079

AMSTERDAM 1090 GB



**Hanzehogeschool Groningen**

Postbus 751

GRONINGEN 9700 AT



**Christelijke Hogeschool Ede**

Oude Kerkweg 100

EDE 6717 JS

**HAS Hogeschool**

Onderwijsboulevard 221  
'S-HERTOGENBOSCH 5223 DE



**Hogeschool Inholland**

Bijdorplan 15  
HAARLEM 2015 CE



**Hogeschool Leiden**

Zernikedreef 11  
LEIDEN 2333 CK



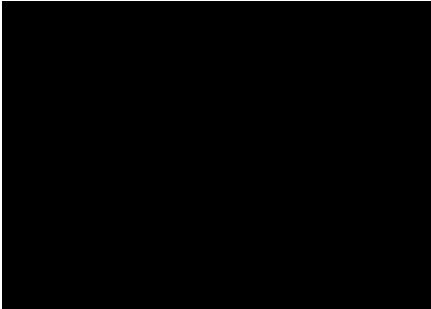
**Hogeschool Utrecht**

Padualaan 99  
UTRECHT 3584 CH



**Hogeschool Van Arnhem En Nijmegen**

Postbus 5375  
ARNHEM 6826 CC



**Hogeschool Van Hall Larenstein**

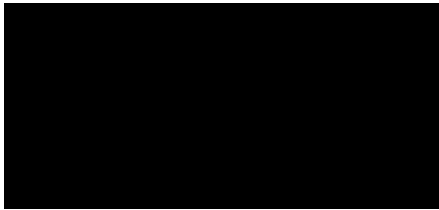
Larensteinselaan 26A  
VELP 6882 CT



**Koninklijke Nederlandse Akademie Van  
Wetenschappen**

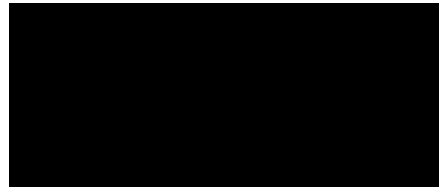
Kloveniersburgwal 29  
AMSTERDAM 1011 JV





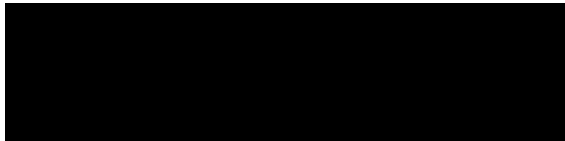
**Naturalis Biodiversity Center**

Darwinweg 2  
LEIDEN 2333 CR



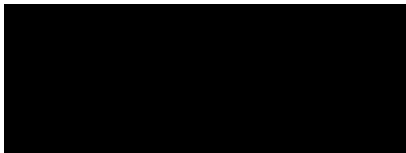
**Politieacademie**

Arnhemseweg 348  
APELDOORN 7334 AC

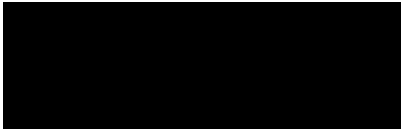


**Saxion Hogescholen (Enschede)**

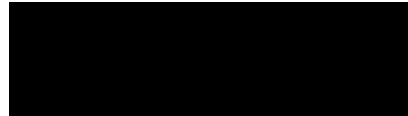
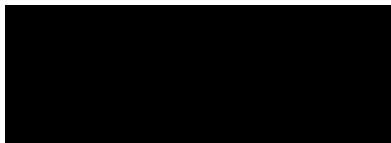
M.H. Tromplaan 28  
ENSCHEDA 7513 AB



**Agreement Administrator:**

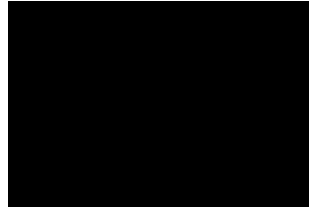


**Customer's Technical Contact:**



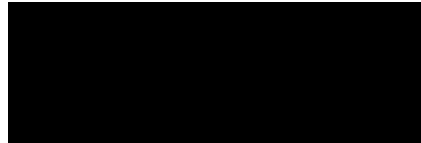
**Stichting IHE Delft Institute For Water Education**

Westvest 7  
DELFT 2611 AX



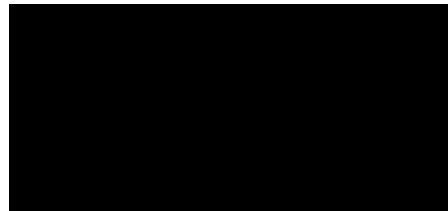
**Wittenborg University**

Laan van de Mensenrechten 500  
APELDOORN 7331 VZ



**Zuyd Hogeschool**

Nieuw Eyckholt 300  
HEERLEN 6419 DJ



## NON-UKB MEMBER INSTITUTIONS

The following Member Institutions of the SURF Consortium have agreed to the terms of their participation in this Agreement for the duration of its Term. Financial terms and supporting documentation for these participants are included in Appendix B, Appendix B (1), and Appendix D. Information on sites and contacts for these participants follows.

The Member Institutions below (“Non-UKB Institutions”) are entitled to access the Licensed Electronic Products as set forth in APPENDIX B (1) – LICENSED ELECTRONIC JOURNALS – THE DATABASE – Non-UKB Institutions but do not constitute Customers with regard to the Publishing Privilege granted under this Agreement. For the avoidance of doubt, SURF will be invoiced separately for the License Fee for Non-UKB Institutions.

The following are constituent members of SURF and Non-UKB Institutions with no grant of Publishing Privilege:

Aeres University of Applied Science  
Avans University of Applied Science  
Breda University Of Applied Sciences  
Centrum Wiskunde En Informatica (CWI)  
Christelijke Hogeschool Ede  
Fontys  
HAN University of Applied Science  
Hanze University of Applied Science  
HAS University of Applied Science  
HU University of Applied Science Utrecht  
InHolland University of Applied Science  
Leiden University of Applied Science  
Naturalis Biodiversity Center  
Police Academy  
Saxion University of Applied Science  
Stichting IHE Delft Institute for Water Education  
The Hague University of Applied Science  
Van Hall Larenstein University of Applied Science  
Windesheim University of Applied Science  
Wittenborg University  
Zuyd University of Applied Science

**SIGN-UP LETTER**

\_\_\_ **[Insert Customer Name]** \_\_\_ has read and is hereby agreeing to access the **Licensed Electronic Products** pursuant to the terms and conditions of the Master Agreement dated \_\_\_ **[Date]** \_\_\_ between John Wiley & Sons, Inc., a New York corporation, 111 River Street, Hoboken, New Jersey 07030 (“Wiley US”, and collectively with its affiliates “Wiley”) and the \_\_\_ **[Consortium Name]** \_\_\_ Consortium signing on behalf of the Member Institutions as defined in paragraph A.4, “Customer” and listed in Appendix A, and to the specific pricing information in the attached Appendix(es).

**AGREED AND ACCEPTED**

**[Insert Customer Name]**, a bona fide member in good standing of the **SURF Consortium**

Authorized Signature: \_\_\_\_\_

Signatory Name: \_\_\_\_\_

Signatory Title: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX B – LICENSED ELECTRONIC JOURNALS – THE DATABASE

Customer: SURF B.V.

The Database will comprise all subscription-based journal titles published on Wiley Online Library (or any platform designated by Wiley) including titles previously excluded from collections, transfer titles and newly launched journals.

1. The complete list of titles included in the Database is available at [http://media.wiley.com/assets/7309/27/Database\\_Model\\_Journal\\_List.pdf](http://media.wiley.com/assets/7309/27/Database_Model_Journal_List.pdf).
  - 1.1. The titles British Journal of Radiology (BJR) and Dentomaxillofacial Radiology (DMFR) are not available via Wiley Online Library. They may be accessed via the URL <https://www.birpublications.org/action/showLogin>. Usage statistics may be obtained via the URL <https://www.birpublications.org/page/usageData>. Wiley may change the URLs at its sole discretion.
2. **Archival Access:** The subscription will entitle the Customer to online access to the electronic files of all content published in the journals that comprise the Database during the term of the subscription and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley. Retrospective content for BJR and DMFR is provided back to 2009. For the avoidance of doubt, this does not include any material included in Backfiles for the same journals.
3. **Perpetual Access:** Upon termination of this Agreement, Wiley will provide the Customer with perpetual access to the electronic files of all content published in the journals that comprise the Database during the term of the subscription, where Wiley has the rights to deliver this. For the avoidance of doubt, the Customer will retain perpetual access rights to current electronic files and retrospective content, generally back to 1997, for any journals in which the Customer currently has such rights. Retrospective content for BJR and DMFR is provided back to 2009. No perpetual access rights are provided under this Appendix B for any material included in Backfiles for the same journals.
4. **Fees:**
  - 4.1. Fees for the Database are set forth in Appendix D.
  - 4.2. The fee for the Database may change if there is a material change to the value of the journal titles included in the Database. In this context, a ‘material change’ shall mean:

- the addition of new or the deletion of existing journal titles leading to a net increase or decrease of 5% or more annually in the total number of journal titles in the Database; or
- the addition of new or the deletion of existing journal titles leading to an increase or decrease of 5% or more annually in Wiley’s total financial value (based on institutional e-only subscription price) of the journal titles in the Database.

Wiley will submit to the Customer by September 1 of each calendar year a list of the online editions of all journals in the Database that will be made available on Wiley Online Library (or any successor platform) in the following year including all confirmed new and transfer journal titles. For journal titles that are transferred out of the Database, Wiley will use all reasonable efforts to comply with the Transfer Code of Practice or to the then-prevailing industry standard.

In the event of a material change as described above, the parties shall negotiate in good faith an appropriate amount as a fair compensation for such material change.



5. **Print Subscription Pricing:** The Customer can purchase print subscriptions to journals in the Database to which the Customer subscribes at a deeply discounted rate at the prevailing rate. This does not apply to:
  - 5.1. Titles published in e-only format by Wiley.
  - 5.2. Titles for which print subscriptions are only available through a Print-on-Demand option. Print on Demand subscriptions are not eligible for any discount.
  - 5.3. Print subscriptions should be ordered directly via the Wiley Customer Services department, or through an agent.

## APPENDIX B (1) – LICENSED ELECTRONIC JOURNALS – THE DATABASE – Non-UKB Institutions

Customer: SURF B.V.

The Database will comprise all subscription-based journal titles published on Wiley Online Library (or any platform designated by Wiley) including titles previously excluded from collections, transfer titles and newly launched journals.

1. The complete list of titles included in the Database is available at [http://media.wiley.com/assets/7309/27/Database\\_Model\\_Journal\\_List.pdf](http://media.wiley.com/assets/7309/27/Database_Model_Journal_List.pdf).
  - 1.1. The titles British Journal of Radiology (BJR) and Dentomaxillofacial Radiology (DMFR) are not available via Wiley Online Library. They may be accessed via the URL <https://www.birpublications.org/action/showLogin>. Usage statistics may be obtained via the URL <https://www.birpublications.org/page/usagedata>. Wiley may change the URLs at its sole discretion.
2. **Archival Access:** The subscription will entitle the Customer to online access to the electronic files of all content published in the journals that comprise the Database during the term of the subscription and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley. Retrospective content for BJR and DMFR is provided back to 2009. For the avoidance of doubt, this does not include any material included in Backfiles for the same journals.
3. **Perpetual Access:** Upon termination of this Agreement, Wiley will provide the Customer with perpetual access to the electronic files of all content published in the journals that comprise the Database during the term of the subscription, where Wiley has the rights to deliver this. For the avoidance of doubt, the Customer will retain perpetual access rights to current electronic files and retrospective content, generally back to 1997, for any journals in which the Customer currently has such rights. Retrospective content for BJR and DMFR is provided back to 2009. No perpetual access rights are provided under this Appendix B for any material included in Backfiles for the same journals.
4. **Fees:**
  - (a) **Year 1**
    - 2021 Database Fee:

Aeres University of Applied Science	Database Access	
Avans University of Applied Science	Database Access	
Breda University Of Applied Sciences	Database Access	
Centrum Wiskunde En Informatica (CWI)*)	Database Access	
Christelijke Hogeschool Ede	Database Access	
Fontys	Database Access	
HAN University of Applied Science	Database Access	
Hanze University of Applied Science	Database Access	
HAS University of Applied Science	Database Access	
HU University of Applied Science Utrecht	Database Access	
InHolland University of Applied Science	Database Access	
Leiden University of Applied Science	Database Access	
Naturalis Biodiversity Center	Database Access	
Police Academy	Database Access	
Saxion University of Applied Science	Database Access	

Stichting IHE Delft Institute for Water Education	Database Access	
The Hague University of Applied Science	Database Access	
Van Hall Larenstein University of Applied Science	Database Access	
Windesheim University of Applied Science	Database Access	
Wittenborg University	Database Access	
Zuyd University of Applied Science	Database Access	
<b>Total 2021</b>	<b>Database Access</b>	<b>€ 177,264</b>

\*) Centrum Wiskunde en Informatica (CWI) will have the right to cancel their license at the end of a calendar year if a new license for NWO, The Dutch Research Council, of which CWI is a member, has been established.

**(b) Year 2**

- The 2022 Database Fee will be calculated as the 2021 Database Fee + a price increase.  
% Price Increase: 2%
- The 2022 Database fee may change if there is a material change to the number and value of the journal titles included in the Database. In this context, a ‘material change’ shall mean:
  - the addition of new or the deletion of existing journal titles leading to a net increase or decrease of 5% or more annually in the total number of journal titles in the Database; or
  - the addition of new or the deletion of existing journal titles leading to an increase or decrease of 5% or more annually in Wiley’s total financial value (based on institutional e-only subscription price) of the journal titles in the Database.

Wiley will submit to the Customer by September 1, 2022 a list of the online editions of all journals in the Database that will be made available on Wiley Online Library (or any successor platform) in the following year including all confirmed new and transfer journal titles. For journal titles that are transferred out of the Database, Wiley will use all reasonable efforts to comply with the Transfer Code of Practice or to the then-prevailing industry standard.

In the event of a material change as described above, the parties shall negotiate in good faith an appropriate amount as a fair compensation for such material change.

**(c) Year 3**

- The 2023 Database Fee will be calculated as the 2022 Database Fee + a price increase.  
% Price Increase: 2%
- The 2023 Database fee may change if there is a material change to the number and value of the journal titles included in the Database. In this context, a ‘material change’ shall mean:
  - the addition of new or the deletion of existing journal titles leading to a net increase or decrease of 5% or more annually in the total number of journal titles in the Database; or
  - the addition of new or the deletion of existing journal titles leading to an increase or decrease of 5% or more annually in Wiley’s total financial value (based on institutional e-only subscription price) of the journal titles in the Database.

Wiley will submit to the Customer by September 1, 2023 a list of the online editions of all journals in the Database that will be made available on Wiley Online Library (or any successor platform) in the following year including all confirmed new and transfer journal titles. For journal titles that are transferred out of the Database, Wiley will use all reasonable efforts to comply with the Transfer Code of Practice or to the then-prevailing industry standard.

In the event of a material change as described above, the parties shall negotiate in good faith an appropriate amount as a fair compensation for such material change.

5. Print Subscription Pricing: The Customer can purchase print subscriptions to journals in the Database to which the Customer subscribes at a deeply discounted rate at the prevailing rate. This does not apply to:
  - 5.1. Titles published in e-only format by Wiley.
  - 5.2. Titles for which print subscriptions are only available through a Print-on-Demand option. Print on Demand subscriptions are not eligible for any discount.
  - 5.3. Print subscriptions should be ordered directly via the Wiley Customer Services department, or through an agent.

## APPENDIX C – PUBLISHING PRIVILEGE

### 1. General.

- 1.1. Wiley agrees to the open access publication of Eligible Articles in Hybrid Journals as requested by Eligible Authors through the agreed workflow outlined below. Eligible Authors publishing under this Agreement grant Wiley the right to publish their articles under a Creative Commons license subject to the provisions of their author agreement. Eligible Authors will be able to select the following Creative Commons licenses: Attribution 4.0 International (CC-BY 4.0), Attribution Non-Commercial 4.0 International (CC-BY-NC 4.0), or the Creative Commons license Attribution Non-Commercial Non-Derivative 4.0 International (CC-BY-NC-ND 4.0) for the publishing of their articles. Eligible Authors who declare original research funding during the license signing process from a funding body with a CC-BY mandate will only be provided with a CC BY license to ensure compliance with funder mandates.
- 1.2. The Publishing Privilege will commence for articles accepted from January 1, 2021, and end for articles accepted on December 31st, 2023.
- 1.3. Under the standard hybrid publication workflow, if the Eligible Author has identified his/her affiliation with a Member Institution by selecting from a standardized list of institutions in the electronic editorial office submission and Author Services systems, the Eligible Author will be presented with a choice of publishing options. Wiley will include sufficient information and guidance for Eligible Authors that Eligible Articles are meant to be published open access as part of this Agreement (so long as the correct affiliation of the Eligible Author is captured in Wiley system metadata) and that they do not need to pay a fee for open access publication of their articles.
- 1.4. If after the submission of an Eligible Article the eligibility of that article changes (i.e., the Hybrid Journal selected for publication converts into a full open access journal (a “Gold Journal”), Wiley will inform the author of the relevant article.
- 1.5. For any current journals that follow a non-standard hybrid publication workflow, the Eligible Author of any Eligible Articles who has identified his/her affiliation with a Member Institution in the electronic editorial office submission system will also be presented with a choice of publishing options and Wiley will make reasonable efforts to inform the Eligible Author that the articles are meant to be published open access as part of this Agreement.
- 1.6. The Member Institution has the right to deny funding requests for articles to be published under this Agreement if the Eligible Author is not affiliated to a Member Institution.
- 1.7. Wiley and the Consortium will have an annual open discussion to elicit feedback on the then-current process for author identification and verification process, as well as other issues pertinent to the hybrid publication workflow in order to discuss and consider possible improvements.
- 1.8. If after submission of an article the eligibility of that article changes, Wiley will inform the Submitting Author in a timely manner.

### 2. Wiley’s Obligations.

- 2.1. In consideration of the payments listed in this Appendix and subject to the terms and conditions of the Agreement, Wiley will:
  - 2.1.a. not charge an Eligible Author an APC for any Eligible Article submitted by such Eligible Author that is accepted for publication in a Hybrid Journal, provided the Eligible Author submits said material according to Wiley’s WOAA workflow. If an Eligible Author requests Wiley to change the publication basis (i.e. make their article open access when they originally opted not to make their article open access) of their submission prior to publication, Wiley will do so; changes cannot be made post-publication. Any APC incurred outside the WOAA workflow is not covered by this Agreement.
  - 2.1.b. include the Customer in the Institutional Account List for all Hybrid Journals as an institutional account holder;
  - 2.1.c. provide a link for the Customer on the Institutional Account List;

- 2.1.d. identify on Wiley Online Library the articles that are available on an open access basis in the Hybrid Journals;
- 2.1.e. make reasonable efforts to align Wiley’s workflows to ESAC recommendations where possible;
- 2.1.f. For journals using the standard hybrid publication workflow, Wiley will incorporate tags in the articles’ meta-data to indicate if an article has been published open access
- 2.1.g. provide quarterly reports to the SURF B.V. within one month of the end of each quarter that includes a breakout of all Eligible Articles approved by the Member Institution pursuant to the verification process detailed below. The reports will be in a machine-readable format of all articles from authors affiliated with the Member Institution published in Wiley’s Hybrid Journals, indicating the journal type. The reports will include one or more of the following fields:
  - Name and email address of the Eligible Author
  - Eligible Author’s affiliation(s)
  - Date of acceptance
  - Online publication date
  - Journal Title
  - Article title
  - Article type
  - DOI and a link to the published article
  - eISSN
  - license type
  - Funding organization (research funder when available)
  - APC cost and date of approval in WOAA Dashboard (when applicable)
  - Open access publication status (e.g., “approved”, “denied”, “opt-out”, “other”).

Not all of these fields are available for every article. Wiley will include the available fields.

- 3. Verification process.
  - 3.1. Eligible Authors will be identified through at least one of the following parameters: their organization name; their e-mail domain persistent identifier, such as Ringgold or another recognized institutional identifier.
  - 3.2. The Member Institution will review the pending request, verify if the author is affiliated with the respective Member Institution, and approve or deny their article within their Wiley Open Access Account Dashboard (“WOAD”). The article record in the dashboard will include all necessary metadata including, but not limited to, name and email address of the author, full name of author’s affiliation (e.g., university), acceptance date, journal title, article DOI (if applicable), article title, article type, amount of the APC.
- 4. Editorial Independence. Nothing herein will oblige Wiley to publish any article submitted to Wiley by an Eligible Author. The Customer acknowledges that the selection of material to be published in the Hybrid Journals is entirely at the discretion of Wiley/the editors of the Hybrid Journals and the Customer waives any claim it may have against Wiley in the event that Wiley or its editors refuse or decline to publish any material (or part thereof) submitted by an Eligible Author. An article will be considered to be selected for publication once the Eligible Author has been notified that the article has been accepted and Wiley has received the applicable publishing agreement for the Hybrid Journal signed by the right holder(s) of the article.
- 5. Terms of Publication. The Customer acknowledges that before the version of record is published, the Corresponding Author and (if different) the owner of any copyright in such material will be required to agree to the applicable terms and conditions of publication (including without limitation the terms relating

to open access). The Customer will ensure requests from Wiley to validate Eligible Authors are answered promptly.

6. Fees.

6.1. The annual payment of the Publishing Privilege fee will fund open access publishing in Hybrid Journals during the Term.

7. If at the end of the Term of this Agreement a renewal agreement has not been finalized, Wiley agrees to continue the open access publishing workflow for Eligible Articles for a grace period of three months (“grace period”). If at the end of the grace period a new agreement has not been reached, SURF B.V. will be invoiced for published Eligible Articles at a rate equal to the number of articles at the prevailing Article Publishing Charge. Such invoice will be payable according to the terms set forth in paragraph D. of the Agreement. This paragraph 7. of Appendix C. will survive the termination of the Agreement.

## **APPENDIX D – FEES**

License Fee and Publishing Fee payable by SURF under this Agreement:

### **VSNU Institutions:**

Year 1 - 2021 License Fee & Publishing Privilege Fee: € 4,532,322

Year 2 - 3% PIC - 2022 License Fee & Publishing Privilege Fee: € 4,668,292

Year 3 – 3% PIC - 2023 License Fee & Publishing Privilege Fee: € 4,808,340

### **Royal Netherlands Academy of Arts and Sciences:**

Year 1 - 2021 License Fee & Publishing Privilege Fee: € 101,692

Year 2 - 3% PIC - 2022 License Fee & Publishing Privilege Fee: € 103,726

Year 3 – 3% PIC - 2023 License Fee & Publishing Privilege Fee: € 105,800

### **Non-UKB Institutions License Fee:**

Year 1 - 2021 License Fee: € 177,264

Year 2 - 2% PIC - 2022 License Fee: € 180,809

Year 3 – 2% PIC - 2023 License Fee: € 184,425



**APPENDIX D (b) – LICENSED ONLINE REFERENCE WORKS – Annual Subscription**

Customer: SURF

1. Licensed Online Reference Works (ORW) are the electronic editions of Wiley’s major reference works to which the Customer has access under this Agreement (the “Edition(s)”). They may include tables of content, abstracts, full text and illustrations, data tables and additional content not included in the print versions of the major reference works.
2. An Annual Subscription will give the Customer access to the ORW Edition that is available at the time this Agreement begins, plus any content added or updated during the Appendix Term specified below. The Customer must continue to subscribe each year in order to retain access.
3. Certain products and services may be delivered from other platforms. The terms and conditions hereof are equally applicable to those products and services.
4. **Fees:** ORW Fees will be calculated based on the Customer’s number of FTEs.

Customer Name	Title	2021 Fee Dollar (USD)
Erasmus University Rotterdam	Int Encyclopedia Revolution eMRW	█ ████
Leiden University Libraries	International Encyclopedia	██████
RADBOUD UNIVERSITY NIJMEGEN	Ency of Life Sciences 20V Set oBook	██████
Saxion Hogeschool Enschede	Ullmanns Encyclopedia of Industrial eMRW	██████
TECHNICAL UNIVERSITY EINDHOVEN	Encyclopedia Chem Tech Online	██████
TECHNICAL UNIVERSITY EINDHOVEN	Ency of Polymer Sci & Tech Online	██████
TECHNICAL UNIVERSITY EINDHOVEN	Ullmanns Encyclopedia of Industrial eMRW	██████
Technische Universiteit Delft	Enc of Computational Mech 3V Set oBook	██████
Technische Universiteit Delft	Ullmanns Encyclopedia of Industrial eMRW	██████
Universiteit Twente	Encyclopedia Smart Materials Online	█ ████
Universiteit Twente	Encyclopedia Catalysis Online	█ ████
Universiteit Twente	Encyclopedia Chem Tech Online	██████
Universiteit Twente	Ullmanns Encyclopedia of Industrial eMRW	██████
Universiteitsbibliotheek Groningen	The Wiley-Blackwell Encyclopedia of Social and Political Movements	█ ████

5. **Fee Increase Cap:** 0% in 1-year 2021, 2% PIC in 2-year 2022 and 2% PIC in 3-year 2023.
6. **Appendix Term:** 01 January 2021 through 31 December 2021
  - 6.1. During the Appendix Term, the Customer may license additional products under this Appendix and the Agreement. The Appendix Term may never exceed the term of the Agreement as set forth in Paragraph 7.1.

## APPENDIX F – THE COCHRANE LIBRARY

Customer: SURF

The Cochrane Library is an electronic product to which the Customer has access under this Agreement. It includes tables of content, abstracts, full text, illustrations, data tables, search and retrieval tools, software and other functionality. The Cochrane Library will be updated regularly.

1. An Annual Subscription will give the Customer access to The Cochrane Library Edition that is available at the time this Agreement begins for twelve months, plus any content added or updated during the Term of the subscription. The Customer must continue to subscribe each year in order to retain access.
2. **Fees:** The Cochrane Library Fees may be calculated based on the Customer's number of FTEs.

The Cochrane Library	Fee
Cochrane Database of Systematic Reviews (CDSR; contains Cochrane Systematic Reviews and Cochrane Methodology Reviews)	
Cochrane Central Register of Controlled Trials (CENTRAL; Clinical Trials)	
Cochrane Clinical Answers (CCA)	
About The Cochrane Collaboration (About; Cochrane Groups)	
<b>Fee</b>	<b>See Below</b>

Customer Name	2021 Fee Dollar (USD)
Avans Hogeschool	████████
Erasmus University Rotterdam	████████
Fontys Hogescholen	████████
Haagse Hogeschool	████████
Hanzehogeschool Groningen	████████
Hogeschool INHOLLAND	████████
Hogeschool Rotterdam	████████
Hogeschool van Amsterdam	████████
Hogeschool van Arnhem Nijmegen	████████
Hogeschool van Utrecht	████████
Leiden University Libraries	████████
MAASTRICHT UNIVERSITY LIBRARY	████████
RADBOUD UNIVERSITY NIJMEGEN	████████
Saxion Hogeschool Enschede	████████
Tilburg University	████████
Universiteit Twente	████████
Universiteitsbibliotheek Groningen	████████
Utrecht University Library	████████
UvA Universiteitsbibliotheek-University of Amsterdam	████████
VRJE UNIVERSITEIT LIBRARY-Free University Amsterdam	████████
Christelijke Hogeschool Ede	████████

3. **Fee Increase Cap:** 0% in 1-year 2021, 2% PIC in 2-year 2022 and 2% PIC in 3-year 2023.
4. **Appendix Term:** 01 January 2021 through 31 December 2021.
  - 4.1. During the Appendix Term, the Customer may license additional products under this Appendix and the Agreement. The Appendix Term may never exceed the term of the Agreement as set forth in Paragraph 7.1.

## APPENDIX G – CURRENT PROTOCOLS

Customer: SURF

1. Current Protocols Online (CP Online) is the electronic edition of Wiley’s Current Protocols publications to which the Customer has access under this Agreement. They include tables of content, abstracts, full text and illustrations, data tables and any additional content not included in the print versions of the CP publications, including but not limited to search and retrieval tools, software and functionality. CP Online will be updated regularly.
2. An Annual Subscription will give the Customer access to the Current Protocols Edition that is available at the time this Agreement begins for twelve months, plus any content added or updated during the Term of the subscription. The Customer must continue to subscribe each year in order to retain access.
3. **Fees:** CP Online Fees will be calculated based on the Customer's number of FTEs.
  - 3.1. The titles for the initial license are listed with fees below.

Customer Name	Title	2021 Fee Dollar (USD)
Radboud University Nijmegen	Current Protocols Protein Science Online	████████
Radboud University Nijmegen	Current Protocols Neuroscience Online	████████
Radboud University Nijmegen	Current Protocols Molecular Bio Online	████████
Radboud University Nijmegen	Current Protocols Cell Biology Online	████████
Technische Universiteit Delft	Current Protocols Molecular Bio Online	████████
Utrecht University Library	Current Protocols in Cell Biology	████████
Utrecht University Library	Current protocols in Cytometry	████████
Utrecht University Library	Current Protocols in Immunology	████████
Utrecht University Library	Current protocols in Molecular Biology	████████

4. **Fee Increase Cap:** 0% in 1-year 2021, 2% PIC in 2-year 2022 and 2% PIC in 3-year 2023.
5. **Appendix Term:** 01 January 2021 through 31 December 2021.
  - 5.1. During the Appendix Term, the Customer may license additional products under this Appendix and the Agreement. The Appendix Term may never exceed the term of the Agreement as set forth in Paragraph 7.1.

## APPENDIX H – LICENSED DATABASES – One Time License

Customer: SURF

Licensed Databases are the electronic editions of Wiley’s databases to which the Customer has access under this Agreement (the “Edition(s)”). They may include tables of content, abstracts, full text and illustrations, data tables and any additional content not included in the print versions of the databases, including but not limited to search and retrieval tools, software and functionality. Databases will be updated regularly.

1. An Annual Subscription will give the Customer access to the Database Edition that is available at the time this Agreement begins for twelve months, plus any content added or updated during the Term of the subscription. The Customer must continue to subscribe each year in order to retain access.
2. **Fees:** Database Fees may be calculated based on the Customer’s number of FTEs.
  - 2.1. The titles for the initial license are listed with fees below1.

Customer Name	Title	2021 Fee Dollar (USD)
Utrecht University Library	Organic Reactions	██████████

3. **Fee Increase Cap:** 0% in 1-year 2021, 2% PIC in 2-year 2022 and 2% PIC in 3-year 2023.
4. **Appendix Term:** 01 January 2021 through 31 December 2021.
  - 4.1. During the Appendix Term, the Customer may license additional products under this Appendix and the Agreement. The Appendix Term may never exceed the term of the Agreement as set forth in Paragraph 7.1.

## APPENDIX K – ANTHROSOURCE

Customer: SURF

The Licensed AnthroSource Collection is the electronic editions of Wiley journal content published in the years designated as part of the AnthroSource package to which the Customer has access under this Agreement, and for which the Customer has paid the full rate institutional subscription fee. The content includes tables of content, abstracts, full text and illustrations and any additional electronic journal content not included in the print versions of the journals.

1. **Archival Access:** During the term of this Agreement, Wiley will provide the Customer with access to current content published during the Agreement term in the Licensed AnthroSource Collection and retrospective content back to Volume 1, Issue 1.
2. **Perpetual Access:** Upon termination of this Agreement, Wiley will provide the Customer with perpetual access to current content published during the Agreement term in the Licensed AnthroSource Collection and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley, where Wiley has the rights to deliver this.
3. **Subscription Maintenance:** During the term of this Agreement, the Customer agrees to maintain the institutional subscription to the AnthroSource Collection as set forth below.

Titles Included	
American Anthropologist	Ethnographic Praxis in Industry Conference Proceedings
American Ethnologist	Ethos
Annals of Anthropological Practice (formerly NAPA Bulletin)	General Anthropology Bulletin of the General Anthropology Division
Anthropology & Education Quarterly	Journal for the Anthropology of North America (formerly North American Dialogue)
Anthropology & Humanism	Journal of Latin American and Caribbean Anthropology
Anthropology News	Journal of Linguistic Anthropology
Anthropology of Consciousness	Journal of the Society for the Anthropology of Europe
Anthropology of Work Review	Medical Anthropology Quarterly
Archeological Papers of the American Anthropological Association	Museum Anthropology
Bulletin of the National Association of Student Anthropologists	Nutritional Anthropology
Central Issues in Anthropology	PoLAR: Political and Legal Anthropology Review
City & Society	Proceedings of the African Futures Conference
CSAS Bulletin Central States Anthropological Society	SOLGAN
Cultural Anthropology	Teaching Anthropology: Society for Anthropology in Community Colleges Notes
Culture, Agriculture, Food and Environment	Transforming Anthropology
Economic Anthropology	Visual Anthropology Review
El Mensajero	Voices
<b>Fee: See below</b>	

Customer Name	2021 Fee Dollar (USD)
Erasmus University Rotterdam	█ ██████
Utrecht University Library	█ ██████
VRJJE UNIVERSITEIT LIBRARY-Free University Amsterdam	█ ██████

4. **Fee Increase Cap:** 0% in 1-year 2021, 2% PIC in 2-year 2022 and 2% PIC in 3-year 2023.
5. **Appendix Term:** 01 January 2021 through 31 December 2021.
  - 5.1. During the Appendix Term, the Customer may license additional products under this Appendix and the Agreement. The Appendix Term may never exceed the term of the Agreement as set forth in Paragraph 7.1.

AGREED AND ACCEPTED  
SURE



JOHN WILEY & SONS, INC.

