

Agreement for Intermediary Services Content
Agreement number: BO201500077

The undersigned

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

and

Walter de Gruyter GmbH & CO., KG, with its registered office at Genthiner Strasse 13, Berlin, Germany, duly represented in this matter by [REDACTED] Vice President Sales, referred to hereinafter as "Publisher";

hereinafter jointly referred to as the "Parties";

Whereas:

- Institutions wish to acquire Rights of Use in respect of the Licensed Material provided by Publisher.
- The Parties make publishing in open access format in a specified collection of established scientific journals available to eligible authors that are affiliated to the Institutions ;
- SURFmarket provides Intermediary Services in respect of Rights of Use for Licensed Material on the one hand and Institutions for their Users on the other;
- said Intermediary Services relate to the creation of Licence Agreements between Publisher and Institutions;
- SURFmarket makes arrangements with Publishers regarding discounts, prices for said Rights of Use, provision of access, licence administration, and remittance of payments or debiting of payments for Institutions;
- SURFmarket and Publisher have concluded the present Agreement for Intermediary Services Content, whereby Parties have stipulated that Publisher is prepared, on the conditions set out in the Licence Agreement as included in Schedule C to this Agreement, to grant Institutions Rights of Use in respect of the Licensed Material and SURFmarket is prepared to perform the Services specified in this Agreement for Intermediary Services Content;
- SURFmarket offers the SURFconext service so as to make the Licensed Material available to Institutions in the manner described at <http://www.surfnet.nl/nl/Thema/coin/Pages/default.aspx>
- Parties wish to regulate their contractual relationship for a period of 3 years;
- SURFmarket is acting on behalf of the Institutions referred to in Schedule A to this Agreement.

Declare that they have agreed as follows:

Clause 1: Definitions

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



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- 1.5 Distribution: the delivery to Institutions of the Licensed Material in such a way that the Licensed Material can be downloaded by the Institutions or used remotely.
- 1.6 Documentation: the description of the Licensed Material.
- 1.7 End-user: a person appointed or employed by the Institution or otherwise authorised in the context of the Institution's operations, as well as a student, external student, course participant registered with the Institution, who is authorised by the Institution pursuant to the Licence Model concluded by the Institution to acquire Rights of Use in respect of the Licensed Material. End-user include third parties but solely within the premises of the Institution.
- 1.8 Enhanced version: a modified version of the Content which its functionality is changed or extended.
- 1.9 Institutions: the educational and research institutions and institutions equivalent to them for the purposes of the present Agreement specified, according to category, in Schedule A.
- 1.10 Intermediary Services: the services, specified in the SURFmarket Subscription, to be supplied by SURFmarket in respect of and relating to the concluding and granting of licences between the Institutions and Content providers or Publishers.
- 1.11 Licence Agreement: the agreement regarding the User Right in respect of the Licensed Material that is created between Publisher on the one hand and the Institution on the other via SURFmarket as intermediary. The Licence Agreement is included as Schedule C.
- 1.12 Licence Fee: the charge(s) payable for the Content as agreed by both Parties and which are specified in Schedule B.
- 1.13 Licensed Material: the visual and audio material, databases, and/or other publications deriving from Publisher, specified in Schedule B, that are recorded on and/or contained in electronic data media, or that are made available electronically or in some other electronic form and to which the Institution can acquire a User Right via SURFmarket as intermediary by means of a Licence Agreement.
- 1.14 Market Area: the geographical area where SURFmarket can provide Intermediary specified according to categories of institutions, are given in Schedule A.
- 1.15 Media: the data media on which the Licensed Material is recorded.
- 1.16 New Publications: Journals, datasets or audiovisual material which are released to the market by Publisher but which are not part of the Licensed Material.
- 1.17 Schedules: appendices to the present Agreement which, once signed by the Parties, form part of this Agreement. The Schedules set forth the conditions referred to in this Agreement.
- 1.18 SURFconext: the service from and described on the website of SURFnet that offers Publisher a set of arrangements and a technical infrastructure (otherwise than on the basis of an IP address) for identification, authentication, authorisation, and logging with a view to the provision of access to Licensed Material in the form of information or services for End-users.
- 1.19 SURFnet, the sister organization of Surf Market Institutions that connects Publishers to SURFconext.
- 1.20 User Rights: the right to use the Licensed Material granted to the Institution by Publisher pursuant to the Licence Agreement.

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Clause 2: Subject of the Agreement for Intermediary Services Content

- 2.1 Publisher hereby grants SURFmarket a non-exclusive right, in accordance with the provisions of the Agreement for Intermediary Services Content, to provide Intermediary Services within the Market Area regarding the Licensed Material.
- 2.2 Publisher make the Licensed Material available through either SURFconext or via IP ranges for Institutes not yet connected to SURFconext. For the latter variant SURFmarket delivers the IP ranges of Institutes to Publisher.

Clause 3: Term of the Agreement for Intermediary Services Content

- 3.1 This Agreement is entered into for a period of three (3) years, commencing on 1 January 2016 and consequently ending on 31 December 2018.

Clause 4: Performance Publisher

- 4.1 Publisher will do everything necessary on its part in the given circumstances to enable SURFmarket to provide the Intermediary Services.
- 4.2 At the request of SURFmarket, Publisher will provide access to Licensed Material in such a way that the necessary Rights of Use can be exercised individually or per group by Institutions, and its Users.
- 4.3 The Licensed Material will be made available by Publisher via SURFconext. When Publisher will not be using SURFconext to make available Licensed materials SURFmarket shall provide the Institutions' IP ranges to ensure access to the Licensed Material.

Clause 5: Open access publishing

- 5.1 Authors who are affiliated to the Institution and who qualify as Eligible Authors according to the conditions set out in Attachment C-b are allowed to publish their articles in open access in the Open Access Journals at no costs to them.
- 5.2 The applicable open access publishing terms and conditions are covered in Attachment C-b ("Open Access Publishing").
- 5.3 Parties will agree to and evaluate relevant workflows and tools with regard to open access publishing.
- 5.4 Eligible Authors may include and make available the final version (Publisher PDF version) in the institutional repository of the Institution and on the personal web pages of the employee concerned.
- 5.5 Articles are made available under the Creative Commons Attribution License 4.0 or the Creative Commons Attribution Non-Commercial 4.0 License
- 5.6 Publisher will work on providing an automated article upload service to a central, designated repository
- 5.7 Publisher will deliver a monthly report per institute of the articles that have been published in Open Access in hybrid journals in each month. The report gives an overview of the corresponding author(s), the affiliation of the corresponding author(s), the article title and journal volume, per institute. The report will be delivered within 4 weeks after the end of each month;

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- 5.8 Publisher will deliver a full report of all articles (open access and otherwise) published by the Institutions over the period 1 January until 30 June and 1 July until 31 December. The report gives an overview of the Institutions, the corresponding author(s), the affiliation of the corresponding author(s), the article titles, journal volumes and open access Y/N. The report is delivered within 4 weeks after the end of the 6 month periods.
- 5.9 For journals running in the standard production workflow, Publisher will incorporate tags in meta-data to indicate if an article has been published in open access http://www.nfais.org/index.php?option=com_content&view=article&id=140:niso-publishes-recommended-practice-on-metadata-indicators-for-accessibility-and-licensing-of-e-content&catid=23:industry-news&Itemid=113
- 5.10 The Parties agree to and evaluate the business model, including the number of published articles. Six months before the Agreement automatically ends the parties agree to meet and compose a written evaluation report on the collaboration.

Clause 6: Performance SURFmarket

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

Clause 7: Creation of Licence Agreements

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

Clause 8: Limitation of Liability

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

Clause 9: Intellectual Property Rights

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

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- 9.6 SURFmarket will be entitled to refer to itself in respect of the Licensed Material as an authorised intermediary of Publisher.
- 9.7 SURFmarket will ensure, insofar as it is reasonably able, that Institutions observe the obligations imposed on them by the provisions of the Licence Agreement. Should it appear that an Institution does not comply with some or all of the obligations specified in this Agreement, SURFmarket will immediately inform Publisher, after which Publisher may take measures itself. SURFmarket will render all necessary assistance in this respect.
- 9.8 Publisher will respect the (intellectual) property rights respecting designs, materials and documentation that underlie SURFconext.

Clause 10: Licenced Material, Licence models and Licence Fees

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

Clause 11: Reporting and Invoicing

- 11.1 The invoice for the Rights of Use to be granted by Publisher to the Institution pursuant to a Licence Agreement will be submitted only to SURFmarket for payment.
- 11.2 Invoices will be submitted no earlier than two months before the start of the period charged. Unless agreed otherwise, invoices will not charge for periods longer than one year.
- 11.3 SURFmarket will effectuate payment to Publisher of the amount of the invoice referred to in sub clause 1 of the present clause within 30 days of receiving the invoice. When paying an invoice, SURFmarket will not be entitled to invoke any discount, deduction, compensation, or postponement whatsoever other than as provided for in this Agreement. SURFmarket will be allowed to pay in instalments.
- 11.4 Should SURFmarket fail to effectuate payment of the amount owing to Publisher on time, Publisher will give SURFmarket written notice of default, granting SURFmarket a reasonable period in which to comply with its payment obligation. Upon that period expiring, SURFmarket will be deemed to be in default by operation of law. Publisher will be entitled to charge the then applicable rate of statutory interest on any payment that is not paid on time. Said interest will be calculated from the day on which SURFmarket legally fell into default until the day on which the amount owing is received.

Clause 12: Delivery of Licensed Material

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



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

Clause 13: Guarantee

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

Clause 14: Long term preservation and continuous access

- 14.1 Long term preservation:
Publisher will archive the Licensed Material in at least one of the established e-journal archiving initiatives at the option of SURFmarket.
- 14.2 Continuous access in case of 'trigger events':
Publisher guarantees continuous access to and use of the Licensed Material which was published and paid for during the term of this and possible preceding Agreements for Intermediary Services between the Publisher and the Institution through one of the established e-journal archiving initiatives if one or more of the following events ('trigger events') occur:
- a catastrophic and sustained failure of the Publisher's delivery platform or
 - the Publisher stops operations, or
 - the Publisher ceases to publish a title, or
 - the Publisher no longer offers back issues.
- 14.3 Continuous access in case of termination of the Agreement for Intermediary Services Content:
In the case of termination of the Agreement for Intermediary Services Content, except when such termination is due to a breach of the Agreement for Intermediary Services Content by SURFmarket, Publisher will provide (at the option of SURFmarket) the Institutions and its Users with continuous access to and use of the Licensed Material which was published and paid for during the term of this and possible preceding Agreements for Intermediary Services between the Publisher and SURFmarket, without charge, either by one or more of the following options:
- 14.3.1 continued online access to archival copies of the same Licensed Material on the Publishers' server;

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- 14.3.2 granting access to one of the aforementioned accepted e-journal archiving solutions;
 - 14.3.3 supplying archival copies of the same Licensed Material to a archiving facility shared by more Institutions;
 - 14.3.4 supplying archival copies of the same Licensed Material to an Institution to be uploaded to the protected network of the Institution.
- 14.4 Continuous access in case of transfer of a journal title:
In the case when a journal title moves between publishers and access to the journal title is no longer supported by Publisher, Publisher guarantees continuous access to and use of the Licensed Material which was published and paid for during the term of this and possible preceding Agreements for Intermediary Services between the Publisher and SURFmarket by legally binding the receiving Publisher of the journal title not to remove content that was previously deposited in accordance with the archiving arrangements even if the receiving publisher will not be continuing to deposit content in the archive. Publisher will legally bind the receiving Publisher to continue the existing archiving arrangements for the journal title after the effective date of transfer of the journal title. Publisher will adjust the Licence Fee for the value of the corresponding part of the Licensed Material for remaining term of the Licence Agreement.

Clause 15: Premature termination or dissolution

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

Clause 16: Termination of the Service

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

Clause 17: Indivisibility of Agreement for Intermediary Services Content

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

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

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

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

- Agreement for Intermediary Services Content
- Schedule A: Categories of Institutions;
- Schedule B: Description of Licensed Material, with prices and licence models;
- Schedule C: Licence Agreement with appendices;
- Schedule D: Access and availability Licensed Material Text and Datamining;
- Schedule E: SURFconext

Clause 18: General

- 18.1 Any general terms and conditions of delivery and/or payment and any other general or particular terms and conditions applied by Publisher will not apply and are hereby expressly rejected.
- 18.2 All notifications made by Parties to one another pursuant to this Agreement for Intermediary Services Content will be made in writing or by e-mail. Oral statements, undertakings, or arrangements will have no legal effect unless confirmed in writing or by e mail.
- 18.3 Each Party will appoint an employee authorised to represent the Party in the context of this Agreement for Intermediary Services Content.
- 18.4 If Parties agree on new conditions and provisions, these will be considered to replace the conditions and provisions of the present Agreement for Intermediary Services Content and the new conditions and provisions will constitute as the Agreement for Intermediary Services Content.
- 18.5 Any dispute arising between Parties in respect of this Agreement for Intermediary Services Content will be submitted to the competent court in the court district of Utrecht, The Netherlands, for adjudication.
- 18.6 Parties may agree that, in deviation from what is provided in the previous sub clause, a dispute will be made subject to arbitration in accordance with the conditions of the Netherlands Arbitration Institute [Nederlands Arbitrage Instituut] or according to an arbitration agreement (to be drawn up); or that a mutual solution to the dispute be sought by means of mediation in accordance with the rules of the Netherlands Mediation Institute (NMI) (Rotterdam, The Netherlands); or that a binding opinion be requested in respect of the dispute.

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- 18.7 In the event of a dispute as referred to in Clause 14.1 of this Agreement, either Party will notify the other Party in writing that such dispute has arisen, giving a concise summary of what the former Party considers to be the subject of said dispute.
- 18.8 This Agreement for Intermediary Services Content and the Licence Agreement that is to be concluded will be subject to Dutch law.

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Schedule A

Thus agreed and signed in duplicate

in: Utrecht

on: 15 March 2016



SURFmarket B.V.

in: BERLIN

on: 18-3-16

ppa. B. Gruyter

Walter de Gruyter GmbH & CO.

Schedule A	List of Institutions
Schedule B	Description of Content, Licence Models and Licence Fees
Schedule C	Model Licence Agreement
Schedule D	Access and availability Licensed Material and Text and Datamining
Schedule E	SURFconext

Categories of Institutions

Market Area Kingdom of the Netherlands:

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

Market Area Kingdom of Belgium:

- Universities
- Universities of Applied Science ('hogescholen')

For an up-to-date list, please go to the SURFmarket website (www.SURFmarket.nl).

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Licensed Material, Types of Licence, and Licence Fees

License fees and Licensed Material for 2016 are a continuation of the packages taken by the individual members in 2015. All members have the possibility to use the Pick and Choose option as well. This Pick and Choose option will be renewed each license year.

Institute / Size	Collections 2016	Price 2016
EUR Large	Politics, Economics, Sociology	€ 6,385
	Law	€ 6,886
	Total	€ 13,271
RU Medium	Pick & Choose	€ 12,468
	Total	€ 12,468
RUG Extra Large	Linguistics, Literature	€ 12,305
	Classical Studies, History	€ 4,152
	Pick & Choose	€ 11,646
	Total	€ 28,103
UL Medium	Classical Studies, History	€ 3,512
	Linguistics, Literature	€ 10,412
	Philosophy, Theology, Judaism, Religion	€ 3,572
	Library and Information Science, Library Reference	€ 1,578
	Law	€ 5,828
	Pick & Choose	€ 9,567
	Total	€ 34,469
UVA Extra Large	Pick & Choose	€ 16,395
	Total	€ 16,395
UVT Medium	Pick & Choose	€ 12,369
	Total	€ 12,369
VU Large	Pick & Choose	€ 12,611
	Total	€ 12,611
TUD Medium	Pick & Choose	€ 12,940
	Total	€ 12,940
UU Extra Large	Pick & Choose	€ 23,978
	Total	€ 23,978
TOTAL		€ 166,604

Explanation of types of Licence Agreement and Licence Fees

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

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

- Campus Licence: for the whole institution;

Conditions

1. The Licence Fee for Year Two and Three of this Agreement will be determined in the course of 2016 and 2017 and Institutions will have the option to renew for 2017 and 2018.
2. Institutions participating in this Agreement will receive a Deep Discount of 20% of the catalogue price for subscriptions to printed versions of journals or yearbooks that are part of the Licensed Material. Print subscriptions must be ordered directly from Publisher or through an agent.
3. The licence year for this agreement is set to start on January 1st and expires December 31st;
4. Prices are in Euro, exclusive of VAT;
5. Other SURFmarket members can join the Licence Agreement at a fee to be determined by Publisher;

Model Licence Agreement

The undersigned:

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

and

Walter de Gruyter GmbH & CO., KG, with its registered office at Genthiner Strasse 13, Berlin, Germany, duly represented in this matter by its [REDACTED] Vice President Sales, referred to hereinafter as "Publisher";

hereinafter jointly referred to as the "Parties";

Whereas:

- Publisher has concluded an agreement regarding the Licensed Material with SURFmarket by (referred to hereinafter as "SURFmarket") on 1 January 2016 with a view to SURFmarket providing the Licence Agreement, access to the Licensed Material, invoicing and collection in respect of Licence Fee for the registered Rights of Use, all with respect to educational and research institutions and equivalent institutions (referred to hereinafter as "Agreement for Intermediary Services Content");
- Publisher is prepared to grant the Institution a non-exclusive and non-transferable User Right in respect of the Licensed Material for its Users for the period when the present Agreement is valid, under the terms and conditions and provisions set forth below. The said User Right also covers the Media associated with the Licensed Material;
- Publisher and the Institution are aware that the Licensed Material to be made available to the Institution shall remain the property of Publisher or the relevant third party if Publisher is not the owner and that the Media to the Licensed Material shall only be provided to the Institution with the intellectual property rights accruing to Publisher in respect of the Licensed Material and the said Media and Documentation being retained;
- in making the above mentioned Licensed Material available to Users, the Institution shall ensure that the said Users do not infringe the intellectual property rights in respect of the said items.

Declare that they have agreed as follows:

Clause 1: Definitions

- 1.1 Agreement: the present Licence Agreement and its associated Appendices;
- 1.2 Schedule/Appendices: the most recent version (according to the version number and date) of an Schedule/appendices to the Agreement for Intermediary Services Content which, after being initialled by Parties, forms/form part of the Agreement for Intermediary Services Content (and replaces/replace another Schedule or Appendices that may have been agreed on previously);
- 1.3 Authentication: Determination by an Institution connected to SURFconext of the identity of User, whether or not including the Institution to which User belongs;
- 1.4 Authorisation: the provision of access to online Licensed Material by Publisher;

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- 1.5 Course Pack: a multi-source collection or compilation of information (e.g. book chapters, journal articles, abstracts, multi-media materials) assembled by members of staff of the Institution for use by students for the purpose of training, education and instruction, either in printed, electronic or non-print perceptible (audio or Braille) form;
- 1.6 End-user: a person appointed or employed or formerly employed and retired by the Institution or otherwise authorised in the context of the Institution's operations, as well as a student, external student, course participant registered with the Institution, who is authorised by the Institution pursuant to the Licence Model concluded by the Institution to acquire Rights of Use in respect of the Licensed Material. End-user include third parties solely within the premises of the Institutions;
- 1.7 Intermediary Services: the services to be supplied by SURFmarket on the basis of the present Agreement for Intermediary Services Content, in respect of and relating to the granting and concluding of Rights of Use between Institutions by SURFmarket and Publisher;
- 1.8 Institution Data: data – including, but not exclusively, e-mail – delivered, generated, sent, or made visible via Services by or to the Institution or User. Institution Data includes personal data as defined in the (Dutch) Data Protection Act (Wet bescherming persoonsgegevens) of Users, and is delivered, generated, sent, or made visible via the Services by or to the Institution or User.;
- 1.9 Licence Contact Person: the employee designated by an Institution who maintains contact with SURFmarket on behalf of the Institution regarding the Licence Agreement;
- 1.10 Licence Fee: the charge(s) payable for the Licensed Material as agreed by Parties and which are specified in Schedule C-a;
- 1.11 Licensed Material: the material specified in Schedule C-a of which the Institution can acquire Rights of Use via SURFmarket as intermediary by means of a Licence Agreement;
- 1.12 New Publication: a follow-up version of the Licensed Material provided by Publisher to the Institution;
- 1.13 Rights of Use: the rights granted to an Institution by Publisher to use Licensed Material for a specified period and for an explicitly specified target group (Users or the Institution itself);
- 1.14 Rightholder: the holder of the intellectual property rights in respect of the Licensed Material that can set conditions, on an exclusive basis, for the use, duplication and distribution of Licensed Material with one or more specific brands (including trade names), or the party designated by such holder for a particular region or target group of customers that has the exclusive right to allocate the Distribution function requested by SURFmarket to SURFmarket.
- 1.15 Service: the specifications and conditions under which Publisher makes available and will maintain Licensed Material;
- 1.16 SURFconext: a collaboration infrastructure that connects a number of basic building blocks for online collaboration on the basis of open standards as described at: <http://www.surfnet.nl/en/Thema/coin/Pages/default.aspx>
- 1.17 SURFnet: the sister organisation of SURFmarket that connects Institutions to SURFconext.
- 1.18 User: End-user and Guest User;
- 1.19 Virtual Learning/Research Environment: a system designed to support teaching and learning in an educational and research setting.



Clause 2: Subject of the Agreement

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

Clause 3: Creation of the Agreement

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

Clause 4: Intellectual Property Rights

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

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

- 5.1 On signing this Agreement, the Institution shall indicate which of the Licensed Material, types of Licence Agreement, and Licence Fees specified in Schedule C-a it will use;
- 5.2 The date for establishing the number of students at each Institution shall be based on the most recently available official external figures provided by the Institution to SURFmarket (in the form of annual accounts approved by the auditors or auditor's statement).

- 5.3 If Publisher brings New Publications onto the market, Parties shall consult with one another regarding whether the said New Publications are to be included in the Licensed Material pursuant to the Agreement.

Clause 6: Invoicing

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

Clause 7: Support

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

Clause 8: Rights of Use

- 8.1 Publisher grants the Institution and its Users the following Rights of Use:
- searching, loading, calling up on screen, consulting the Licensed Material and/or causing the Licensed Material to function;
 - copying of parts of the Licensed Material to the User's hard disk and printing parts of the Licensed Material;
 - transferring parts of the Licensed Material to a text file and integrating this wholly or partly into electronic databases belonging to the User, or merging it with such electronic databases;
 - inclusion, without being required to make any further fair payment, of parts of the Licensed Material in electronic or paper publications created as information to assist in educational activities;
 - the inclusion of links to the Licensed Material;
 - the use of parts of the Licensed Material in printed and/or electronic form in the context of inter-library loans;
 - inclusion and making available of those parts of the Licensed Material that were produced by employees working for the Institution in the institutional repository of the Institution and on the personal web pages of the employee concerned;
 - downloading and printing out parts of the Licensed Materials free of charge in Course Packs by members of staff in connection with courses for academic credit and distribute these to the students of the Institution;
 - incorporating links to the Licensed Materials as well parts of the Licensed Materials in Course Packs in connection with courses for academic credit free of charge by members of staff to be distributed or made available to the students of the Institution via Virtual Learning Environments or within an e-mail communication;
 - offering Course Packs in audio or Braille to students who are in the reasonable opinion of the Institution visually impaired by the Institution;
 - The parts of the Licensed Materials used in Course Packs shall carry appropriate acknowledgement of the source, title, author and publisher.

Clause 9: Responsibilities

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

Clause 10: Notice of Default

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

Clause 11: Privacy

- 11.1 Institutions are responsible for the processing of data within the intention of the Data Protection Act. Publisher processes Institution Data and in doing so is required to process Institutions Data in a proper and careful manner. Amongst other things, Publisher is required to process the Institution Data in accordance with the provisions of the Data Protection Act;
- 11.2 Publisher will only process the Institution Data at the behest of and in accordance with the instructions of SURFmarket or the Institution, which will include the provisions of this Agreement for Intermediary Services Content. Publisher may not use the Institution Data for its own purposes;
- 11.3 Publisher shall only process the Institution Data according to risk class 0, there is no data that can lead to a person by name:
- 11.4 Unless statutory provisions provide otherwise, Publisher is not entitled, at any time, to utilise some or all of the Institution Data that is made available to the Publisher than for performance of this Agreement for Intermediary Services Content, or to cause it to be so utilised;
- 11.5 Publisher will not allow access third parties to the Institution Data without the consent of SURFmarket or the Institution.

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

Clause 12: Security

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

Clause 13: Termination or Dissolution

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

Clause 14: Scope of Agreement

- 14.1 The provisions and conditions contained in the Agreement and the associated Appendices shall specify the entire agreement between the Parties and shall set aside all previous agreements, whether oral or written, made between the Parties.



14.2 Amendments to the Agreement and/or to the Appendices associated with the Agreement and/or additions thereto shall only become legally effective and binding for the Parties when they have been agreed between the Parties in the form of a schedule to be attached to the Agreement, either in writing or electronically.

Clause 15: Supplementary Provisions

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

Thus agreed, drawn up in duplicate, and signed

in BERLIN

on 18-3-16

Walter de Gruyter GmbH & CO.

Schedules

- C-a. Licensed Material, Types of Licence, and Licence Fees
- C-b. Documentation and Open Access Publishing
- C-c. Support
- D. Access and availability Licensed Material and Text and Datamining

Licensed Material, Types of Licence, and Licence Fees

License fees and Licensed Material for 2016 are a continuation of the packages taken by the individual members in 2015. All members have the possibility to use the Pick and Choose option as well. This Pick and Choose option will be renewed each license year.

Institute / Size	Collections 2016	Price 2016
EUR	Politics, Economics, Sociology	€ 6,385
Large	Law	€ 6,886
	Total	€ 13,271
RU	Pick & Choose	€ 12,468
Medium	Total	€ 12,468
RUG	Linguistics, Literature	€ 12,305
Extra Large	Classical Studies, History	€ 4,152
	Pick & Choose	€ 11,646
	Total	€ 28,103
UL	Classical Studies, History	€ 3,512
Medium	Linguistics, Literature	€ 10,412
	Philosophy, Theology, Judaism, Religion	€ 3,572
	Library and Information Science, Library Reference	€ 1,578
	Law	€ 5,828
	Pick & Choose	€ 9,567
	Total	€ 34,469
UVA	Pick & Choose	€ 16,395
Extra Large	Total	€ 16,395
UVT	Pick & Choose	€ 12,369
Medium	Total	€ 12,369
VU	Pick & Choose	€ 12,611
Large	Total	€ 12,611
TUD	Pick & Choose	€ 12,940
Medium	Total	€ 12,940
UU	Pick & Choose	€ 23,978
Extra Large	Total	€ 23,978
TOTAL		€ 166,604

Explanation of types of Licence Agreement and Licence Fees

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

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

- Campus Licence: for the whole institution;

Conditions

1. The Licence Fee for Year Two and Three of this Agreement will be determined in the course of 2016 and 2017 and Institutions will have the option to renew for 2017 and 2018.
2. Institutions participating in this Agreement will receive a Deep Discount of 20% of the catalogue price for subscriptions to printed versions of journals or yearbooks that are part of the Licensed Material. Print subscriptions must be ordered directly from Publisher or through an agent.
3. The licence year for this agreement is set to start on January 1st and expires December 31st;
4. Prices are in Euro, exclusive of VAT;
5. Other SURFmarket members can join the Licence Agreement at a fee to be determined by Publisher;

Documentation

Publication Title	ISSN Online
ABI Technik	2191-4664
Accounting, Economics and Law	2152-2820
Acta Parasitologica	1896-1851
Advanced Nonlinear Studies	2169-0375
Advanced Optical Technologies	2192-8584
Advances in Calculus of Variations	1864-8266
Advances in Geometry	1615-7168
Advances in Nonlinear Analysis	2191-950X
Advances in Pure and Applied Mathematics	1869-6090
African Book Publishing Record, The	1865-8717
Altorientalische Forschungen	2196-6761
American Mineralogist	1945-3027
Analysis. International mathematical journal of analysis and its applications	2196-6753
Angermion	1868-9426
Anglia	1865-8938
Annalen des Historischen Vereins für den Niederrhein	2194-3818
Antike und Abendland	1613-0421
Apeiron	2156-7093
Applied Linguistics Review	1868-6311
Arbitrium	1865-8849
Arcadia - International Journal for Literary Studies	1613-0642
Archiv für Diplomatik, Schriftgeschichte, Siegel- und Wappenkunde	2194-5020
Archiv für Geschichte der Philosophie	1613-0650
Archiv für Kulturgeschichte	2194-3958
Archiv für Papyrusforschung und verwandte Gebiete	1867-1551
Archiv für Reformationsgeschichte - Archive for Reformation History	2198-0489
Archiv für Reformationsgeschichte / Literaturberichte - Archive for Reformation History / Literature Review	2198-0497
Archiv für Religionsgeschichte	1868-8888
Archivalische Zeitschrift	2194-3826
Aschkenas	1865-9438
Asian Journal of Comparative Law	1932-0205
Asian Journal of Law and Economics	2154-4611
Asia-Pacific Journal of Risk and Insurance	2153-3792
Asiatische Studien - Études Asiatiques	2235-5871
at - Automatisierungstechnik	2196-677X



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Agreement number: BO201500077**

Publication Title	ISSN Online
B.E. Journal of Economic Analysis and Policy, The	1935-1682
B.E. Journal of Macroeconomics, The	1935-1690
B.E. Journal of Theoretical Economics, The	1935-1704
Basic Income Studies	1932-0183
Beiträge zur Geschichte der deutschen Sprache und Literatur	1865-9373
Bibliothek - Forschung und Praxis	1865-7648
Bibliotheksdienst	2194-9646
Bildung und Erziehung	2194-3834
Bio-Algorithms and Med-Systems	1896-530X
Biologia	1336-9563
Biological Chemistry	1437-4315
Biomedical Engineering / Biomedizinische Technik	1862-278X
BioMolecular Concepts	1868-503X
BioNanoMaterials	2193-066X
Botanica Marina	1437-4323
Business and Politics	1469-3569
Byzantinische Zeitschrift	1868-9027
Case Reports in Perinatal Medicine	2192-8959
Cellular and Molecular Biology Letters	1689-1392
Chemical Papers	1336-9075
Chemical Product and Process Modeling	1934-2659
Chinese Archaeology	2160-5068
Chinese as a Second Language Research	2193-2271
Chinese Journal of Applied Linguistics	2192-9513
Chinese Semiotic Studies	2198-9613
Clay Minerals	1471-8030
Clinical Chemistry and Laboratory Medicine (CCLM)	1437-4331
Cognitive Linguistics	1613-3641
Cognitive Semiotics	2235-2066
Communications	1613-4087
Computational Methods in Applied Mathematics	1609-9389
Computer Law Review International	2194-4164
Computer und Recht	2194-4172
CONCEPTUS	2196-9523
Corpus Linguistics and Linguistic Theory	1613-7035
Corrosion Reviews	2191-0316
Das Juristische Büro	
Das Mittelalter	2196-6869



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Publication Title	ISSN Online
Demokratie und Geschichte	2307-2881
Der Donauraum	2307-289X
Der Islam	1613-0928
Deutsche Zeitschrift für Philosophie	2192-1482
Deutsche Zeitschrift für Wirtschafts- und Insolvenzrecht	1612-7056
Deutsches Dante-Jahrbuch	2194-4059
Deutsches Verwaltungsblatt	
Dialectologia et Geolinguistica	1867-0903
Digital Culture and Society	2364-2122
Discrete Mathematics and Applications	1569-3929
Drug Metabolism and Drug Interactions	2191-0162
Drug Metabolism and Personalized Therapy	2363-8915
Economic Quality Control	1869-6147
Economists' Voice, The	1553-3832
editio	1865-9446
Energy Harvesting and Systems	2329-8766
English and American Studies in German	1865-8946
Entrepreneurship Research Journal	2157-5665
Epidemiologic Methods	2161-962X
e-Polymers	1618-7229
Etruscan Studies	2163-8217
European Company and Financial Law Review	1613-2556
European Journal of Applied Linguistics	2192-953X
European Journal of Nanomedicine	1662-596X
European Journal of Scandinavian Studies	2191-9402
European Property Law Journal	2190-8362
European Review of Contract Law	1614-9939
European Tort Law Yearbook	2190-7781
Evangelische Theologie	2198-0470
Fabula	1613-0464
Fachanwalt Arbeitsrecht	
Familie und Recht	
Figurationen	2194-363X
Finanz-Rundschau Ertragsteuerrecht	2194-4156
Folia Linguistica	1614-7308
Forum for Health Economics and Policy	1558-9544
Forum Mathematicum	1435-5337
Forum, The	1540-8884
Fractional Calculus and Applied Analysis	1314-2224
Frequenz	2191-6349



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Publication Title	ISSN Online
Frühmittelalterliche Studien	1613-0812
Geochronometria	1897-1695
Georgian Mathematical Journal	1572-9176
Germanistik	1865-9187
Geschichte in Köln	2198-0667
GesundheitsRecht	2194-4229
Global Chinese	2199-4382
Global Economy Journal	1524-5861
Global Jurist	1934-2640
Glottology	2196-6907
Green	1869-8778
Green Processing and Synthesis	2191-9550
Groups - Complexity - Cryptology	1869-6104
Hegel-Jahrbuch	2192-5550
Helia	2197-0483
Helminthologia	1336-9083
Heterocyclic Communications	2191-0197
High Temperature Materials and Processes	2191-0324
Historische Anthropologie	2194-4032
Historische Zeitschrift	2196-680X
Historisch-Politische Mitteilungen	2194-4040
Holzforschung	1437-434X
Hormone Molecular Biology and Clinical Investigation	1868-1891
Human Affairs	1337-401X
HUMOR	1613-3722
Iberoromania	1865-9039
i-com. Zeitschrift für interaktive und kooperative Medien	2196-6826
Indogermanische Forschungen	1613-0405
Information - Wissenschaft und Praxis	1619-4292
Informationsbrief Ausländerrecht	
Innovative Neurosurgery	2193-5238
Intercultural Pragmatics	1613-365X
International African Bibliography	1865-9640
International Commentary on Evidence	1554-4567
International Journal of Adolescent Medicine and Health	2191-0278
International Journal of Biostatistics, The	1557-4679
International Journal of Chemical Reactor Engineering	1542-6580
International Journal of Emerging Electric Power Systems	1553-779X
International Journal of Food Engineering	1556-3758
International Journal of Legal Discourse	2364-883X



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Publication Title	ISSN Online
International Journal of Nonlinear Sciences and Numerical Simulation	2191-0294
International Journal of Nursing Education Scholarship	1548-923X
International Journal of Occupational Medicine and Environmental Health	1896-494X
International Journal of Practical Theology	1612-9768
International Journal of the Sociology of Language	1613-3668
International Journal of Turbo and Jet-Engines	2191-0332
International Journal on Disability and Human Development	2191-0367
International Review of Applied Linguistics in Language Teaching	1613-4141
International Yearbook for Tillich Research	2190-7455
Internationales Archiv für Sozialgeschichte der deutschen Literatur	1865-9128
Internationales Handelsrecht	2193-9527
Internationales Jahrbuch der Erwachsenenbildung	2194-3699
Internationales Jahrbuch für Philosophische Anthropologie	2192-4287
Issues in Legal Scholarship	1539-8323
it - Information Technology	2196-7032
Jahrbuch der Göttinger Akademie der Wissenschaften	1868-9191
Jahrbuch der Juristischen Zeitgeschichte	1869-6902
Jahrbuch der Raabe-Gesellschaft	1865-8857
Jahrbuch des Kölnischen Geschichtsvereins	2198-0675
Jahrbuch für die Geschichte Mittel- und Ostdeutschlands	2191-9909
Jahrbuch für Germanistische Sprachgeschichte	1869-7046
Jahrbuch für Wirtschaftsgeschichte / Economic History Yearbook	2196-6842
Jahrbuch für Wissenschaft und Ethik	1613-1142
Jahrbuch Menschenrechte	2310-886X
Journal der Juristischen Zeitgeschichte	1868-8810
Journal des Économistes et des Études Humaines	2153-1552
Journal for Manufacturing Science and Production	2191-0375
Journal for the History of Modern Theology / Zeitschrift für Neuere Theologiegeschichte	1612-9776
Journal für die reine und angewandte Mathematik (Crelle's Journal)	1435-5345
Journal of African Languages and Linguistics	1613-3811
Journal of Agricultural and Food Industrial Organization	1542-0485



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Publication Title	ISSN Online
Journal of Ancient History	2324-8114
Journal of Ancient Near Eastern History	2328-9562
Journal of Applied Analysis	1869-6082
Journal of Applied Geodesy	1862-9024
Journal of Basic and Clinical Physiology and Pharmacology	2191-0286
Journal of Biosecurity, Biosafety and Biodefense Law	2154-3186
Journal of Business Valuation and Economic Loss Analysis	1932-9156
Journal of Causal Inference	2193-3685
Journal of College and Character	1940-1639
Journal of Complementary and Integrative Medicine	1553-3840
Journal of Contemporary Drama in English	2195-0164
Journal of Coordination Science	2197-5914
Journal of Drug Policy Analysis	1941-2851
Journal of Early Modern Christianity	2196-6656
Journal of Econometric Methods	2156-6674
Journal of English as a Lingua Franca	2191-933X
Journal of European Tort Law	1868-9620
Journal of Globalization and Development	1948-1837
Journal of Group Theory	1435-4446
Journal of Historical Sociolinguistics	2199-2908
Journal of Homeland Security and Emergency Management	1547-7355
Journal of Imagery Research in Sport and Physical Activity	1932-0191
Journal of Intelligent Systems	2191-026X
Journal of Inverse and Ill-posed Problems	1569-3945
Journal of Latin Linguistics	2194-8747
Journal of Literary Semantics	1613-3838
Journal of Literary Theory	1862-8990
Journal of Mathematical Cryptology	1862-2984
Journal of Non-Equilibrium Thermodynamics	1437-4358
Journal of Numerical Mathematics	1569-3953
Journal of Optical Communications	2191-6322
Journal of Pediatric Endocrinology and Metabolism	2191-0251
Journal of Perinatal Medicine	1619-3997
Journal of Politeness Research	1613-4877
Journal of Polymer Engineering	2191-0340
Journal of Quantitative Analysis in Sports	1559-0410
Journal of South Asian Languages and Linguistics	2196-078X
Journal of Student Affairs Research and Practice	1949-6605

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Publication Title	ISSN Online
Journal of the Bible and its Reception	2329-4434
Journal of the International Arthurian Society	2196-9361
Journal of the Mechanical Behavior of Materials	2191-0243
Journal of Time Series Econometrics	1941-1928
Journal of Tort Law	1932-9148
Journal of Transcultural Medieval Studies	2198-0365
JURA - Juristische Ausbildung	1612-7021
Juristische Rundschau	1612-7064
Kadmos	1613-0723
Kant Yearbook	1868-4602
Kant-Studien	1613-1134
Kierkegaard Studies Yearbook	1612-9792
Klio. Beiträge zur Alten Geschichte	2192-7669
Kölner Schrift zum Wirtschaftsrecht	2194-4199
Kritikon Litterarum	1865-7249
Laboratoriumsmedizin	1439-0477
Laboratory Phonology	1868-6354
Language Learning in Higher Education	2191-6128
Law and Development Review	1943-3867
Law and Ethics of Human Rights	1938-2545
Lebende Sprachen	1868-0267
Lexicographica	1865-9403
L'Homme, Europäische Zeitschrift für Feministische Geschichtswissenschaft	2194-5071
Libri. International Journal of Libraries and Information Services	1865-8423
Linguistic Review, The	1613-3676
Linguistic Typology	1613-415X
Linguistics	1613-396X
Linguistics Vanguard	2199-174X
Lodz Papers in Pragmatics	1898-4436
Main Group Metal Chemistry	2191-0219
Mammalia	1864-1547
Man and the Economy	2196-9647
MarkenR	
Marx-Engels Jahrbuch	2192-8215
Maske und Kothurn	2305-0667
Materials Science-Poland	2083-134X
Mathematica Slovaca	1337-2211

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Publication Title	ISSN Online
Metaphysica	1874-6373
Militär-geschichtliche Zeitschrift	2196-6850
Millennium	1867-0318
Mineralogical Magazine	1471-8022
Mitteilungen der DMV	0942-5977
Mitteilungen des Instituts für Österreichische Geschichtsforschung	2307-2903
Monatsschrift für Deutsches Recht, Zeitschrift für die Zivilrechtspraxis	2194-4202
Monatsschrift für Kriminologie und Strafrechtsreform	
Monte Carlo Methods and Applications	1569-3961
Moral Philosophy and Politics	2194-5624
Multicultural Learning and Teaching	2161-2412
Multilingua - Journal of Cross-Cultural and Interlanguage Communication	1613-3684
Multimodal Communication	2230-6587
Muslim World Journal of Human Rights	1554-4419
Naharaim - Zeitschrift für deutsch-jüdische	1862-9156
Nanotechnology Reviews	2191-9097
NASPA Journal about Women in Higher Education	1940-7882
Neue Zeitschrift für Systematische Theologie und Religionsphilosophie	1612-9520
New Global Studies	1940-0004
Nietzscheforschung	2191-9259
Nietzsche-Studien	1613-0790
Nonlinear Engineering	2192-8029
Nonprofit Policy Forum	2154-3348
Oceanological and Hydrobiological Studies	1897-3191
Opto-Electronics Review	1896-3757
Orientalistische Literaturzeitung	2196-6877
Österreichische Musikzeitschrift	2307-2970
Paragrana. Internationale Zeitschrift für Historische Anthropologie	2196-6885
Peace Economics, Peace Science and Public Policy	1554-8597
Perspektiven der Wirtschaftspolitik	1468-2516
Pharmaceutical Technology in Hospital Pharmacies	2365-242X
Philologus. Zeitschrift für antike Literatur und ihre Rezeption	2196-7008
Photonics and Lasers in Medicine	2193-0643
Physical Sciences Review	2365-659X



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Publication Title	ISSN Online
PIK - Praxis der Informationsverarbeitung und Kommunikation	1865-8342
Pleura and Peritoneum	2364-768X
Pólemos	2036-4601
POP	2198-0322
Poznan Studies in Contemporary Linguistics	1897-7499
Praehistorische Zeitschrift	1613-0804
Praktische Theologie	2198-0462
Preservation, Digital Technology and Culture (PDT&C)	2195-2965
Probus	1613-4079
Pteridines	2195-4720
Public Health Forum	1876-4851
Quellen und Forschungen aus italienischen Archiven und Bibliotheken	1865-8865
Querformat	2198-0349
Radiochimica Acta	2193-3405
Random Operators and Stochastic Equations	1569-397x
Recht der Energiewirtschaft	
Restaurator. International Journal for the Preservation of Library and Archival Material	1865-8431
Restoration of Buildings and Monuments	1864-7022
Review of Law and Economics	1555-5879
Review of Marketing Science	1546-5616
Review of Middle East Economics and Finance	1475-3693
Review of Network Economics	1446-9022
Reviews in Analytical Chemistry	2191-0189
Reviews in Chemical Engineering	2191-0235
Reviews in Inorganic Chemistry	2191-0227
Reviews in the Neurosciences	2191-0200
Reviews on Environmental Health	2191-0308
Rhetorik	1865-9160
Rhizomata	2196-5110
Romanische Bibliographie	1865-9055
Romanistisches Jahrbuch	1613-0413
Russian Journal of Numerical Analysis and Mathematical Modelling	1569-3988
Saeculum	2194-4075
SATS Northern European Journal of Philosophy	1869-7577
Science and Engineering of Composite Materials	2191-0359
Scientia Poetica	1868-9418

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Publication Title	ISSN Online
Semiotica	1613-3692
Sociolinguistica	1865-939X
Soziologische Revue	2196-7024
Spiritual Care	2365-8185
Statistical Applications in Genetics and Molecular Biology	1544-6115
Statistical Communications in Infectious Diseases	1948-4690
Statistics and Risk Modeling with Applications in Finance and Insurance	2196-7040
Statistics, Politics and Policy	2151-7509
Strafverteidiger	
Strategie und Sicherheit	2304-4845
Studies in Ethics, Law, and Technology	1941-6008
Studies in Hispanic and Lusophone Linguistics	2199-3386
Studies in Nonlinear Dynamics and Econometrics	1558-3708
STUF - Language Typology and Universals	2196-7148
Südosteuropa	2364-933X
Südost-Forschungen	2364-9321
Text and Talk	1860-7349
Theoretical Inquiries in Law	1565-3404
Theoretical Linguistics	1613-4060
tm - Technisches Messen	2196-7113
Transportrecht	
Trends in Classics	1866-7481
Turkish Journal of Biochemistry	1303-829X
Umsatzsteuer-Rundschau	2194-4180
Vergaberecht	
Verkündigung und Forschung	2198-0454
Verwaltungsarchiv	
Vierteljahrshefte für Zeitgeschichte	2196-7121
Wiener Jahrbuch für Kunstgeschichte	2307-2962
Wittgenstein-Studien	1868-7458
World Political Science	2363-4782
World Political Science Review	1935-6226
Yearbook for Eastern and Western Philosophy	2196-5897
Yearbook for European Jewish Literature Studies	2196-6257
Yearbook of Phraseology	1868-6338
Yearbook of the German Cognitive Linguistics Association	2197-2796
Zeitschrift der Savigny-Stiftung für Rechtsgeschichte: Germanistische Abteilung	2304-4861



**Agreement for Intermediary Services Content
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Publication Title	ISSN Online
Zeitschrift der Savigny-Stiftung für Rechtsgeschichte: Kanonistische Abteilung	2304-4896
Zeitschrift der Savigny-Stiftung für Rechtsgeschichte: Romanistische Abteilung	2304-4934
Zeitschrift für Ägyptische Sprache und Altertumskunde	2196-713X
Zeitschrift für Angewandte Linguistik	2190-0191
Zeitschrift für Anglistik und Amerikanistik	2196-4726
Zeitschrift für antikes Christentum / Journal of Ancient Christianity	1612-961X
Zeitschrift für Arbeitsrecht	
Zeitschrift für Assyriologie und vorderasiatische Archäologie	1613-1150
Zeitschrift für Bankrecht und Bankwirtschaft	2199-1715
Zeitschrift für celtische Philologie	1865-889X
Zeitschrift für das gesamte Insolvenzrecht	
Zeitschrift für das Privatrecht der Europäischen Union	2193-9519
Zeitschrift für die Alttestamentliche Wissenschaft	1613-0103
Zeitschrift für die gesamte Strafrechtswissenschaft	1612-703X
Zeitschrift für die Neutestamentliche Wissenschaft	1613-009X
Zeitschrift für die NotarPraxis	
Zeitschrift für Evangelische Ethik	2197-912X
Zeitschrift für germanistische Linguistik	1613-0626
Zeitschrift für Insolvenzrecht	
Zeitschrift für interkulturelle Germanistik	2198-0330
Zeitschrift für Konfliktmanagement	2194-4210
Zeitschrift für Kristallographie - Crystalline Materials	2196-7105
Zeitschrift für kritische Sozialtheorie und Philosophie	2194-5640
Zeitschrift für Kultur- und Kollektivwissenschaft	2363-6319
Zeitschrift für Kulturmanagement	2363-5533
Zeitschrift für Kulturwissenschaft	2197-9111
Zeitschrift für Miet- und Raumrecht	
Zeitschrift für Naturforschung A - A Journal of Physical Sciences	1865-7109
Zeitschrift für Naturforschung B - A Journal of Chemical Sciences	1865-7117
Zeitschrift für Naturforschung C - A Journal of Biosciences	1865-7125
Zeitschrift für Physikalische Chemie	2196-7156
Zeitschrift für Religionswissenschaft	2194-508X
Zeitschrift für romanische Philologie	1865-9063



**Agreement for Intermediary Services Content
Schedule C-b
Agreement number: BO201500077**

Publication Title	ISSN Online
Zeitschrift für Slawistik	2196-7016
Zeitschrift für Sprachwissenschaft	1613-3706
Zeitschrift für Unternehmens- und Gesellschaftsrecht	1612-7048
Zeitschrift für Wettbewerbsrecht	2199-1723
Zeitschrift für Wirtschaftsgeographie	2365-7693
Zeitschrift für Zivilprozess	
Zeitschrift für Zivilprozess International	



Terms and Conditions for Open Access Publishing for Authors

1. Eligible authors

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

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

Authors are only eligible once they have signed the then current open access publishing agreement with Publisher. Currently this agreement refers to the Creative Commons Attribution License 4.0 or the Creative Commons Attribution Non-Commercial 4.0 License for a few journals which can be seen here: <http://creativecommons.org/licenses/by/4.0/legalcode>
<https://creativecommons.org/licenses/by-nc/4.0/legalcode>

2. Eligible Article Types

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

- Articles have to be original and not infringe on any law and/or third party right and meet ethical standards.
- **OriginalPaper** – Standard article, usually presenting new results; articles published under this article type may also be referred to as Original Research, Original Article, Original Paper or Research Paper
- **ReviewPaper** – Standard article, interpreting previously published results.
- **BriefCommunication** – Short article submitted for rapid publication that exhibits the same structure as a standard article.
- **ContinuingEducation** – Article forming integral part of further education (usually medical).
- **Case Reports** – Articles in medical journals.

3. The parties' obligations

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

- Publisher shall not levy article processing charges directly on Authors who have identified themselves and whose eligibility has been verified;
- Publisher shall list and include the Institutions in the publishing process, enabling Authors to identify themselves as such;
- Institution shall ensure that Authors shall identify themselves as being eligible in the course of the Publisher publishing work-flow. In case authors have not identified themselves as being eligible, once an article has been published in a subscription Journal, the author is not eligible anymore to publish the article as Open Access.
- Publisher shall provide email notifications to the Institutions each time an Author has identified himself as eligible.
- Institution shall ensure that the Institutions confirm or deny the eligibility of the author. In case Publisher does not receive either a confirmation or a denial within 3 business days after Publisher has notified the Institution, Publisher shall deem the author to be eligible and continue the publishing process.
- The parties might change this identifying process and amend this Agreement accordingly

Workflow (Hybrid OA)

- UKB affiliated authors submit manuscripts to DeG during 2016 and 2017.
- Deg Editorial refers the author to ARM (Agata Morka @ DGO)
- ARM checks author's affiliation with an Institution Payment Administrator (IPA)
- ARM informs Administration Manager at DG Open (Kasia) if an APC is payable.
- If APCs are to be paid, DeGO is notified and keeps the details in their system.
- No upfront APCs are payable.
- ARM issues licenses for authors and asks DG colleagues to open the article
- De Gruyter runs a report in late 2016 / early 2017 detailing APCs paid from The Netherlands.

**Agreement for Intermediary Services Content
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- Invoice subscription renewals in January of each given year, deducting 90% of the amount of APCs incurred in the preceding year. This will apply only for Hybrid OA Journals and in cases where the institution(s) have an active subscription
- SURFmarket pays both invoices, the resultant net amount being higher by 10% of the value of the APCs.
- De Gruyter will provide separate invoices for each institution breaking down subscription costs and APC spend.
- 90% Offsetting will apply to all APCs - against subscriptions actually held by the university at which the author is situated.



Support

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

The support provided by Publisher shall consist of:

- a helpdesk accessible during office hours;
- instructional material;
- promotional material.



Access and availability Licensed Material

- Publisher guarantees that the Licensed Material will be available for consultation 24 hours a day, seven (7) days a week. As far as possible, maintenance of the Service will take place outside office hours. If announced in good time, availability may be restricted for periodic maintenance for a predetermined period of no longer than 24 hours. Should it be expected, in exceptional cases, that that period will be exceeded, consultation will take place with SURFmarket at least five (5) working days beforehand regarding the reason for this and the necessary duration of the period during which there will be no access.
- Publisher may temporarily suspend access to the Licensed Material without announcing this in advance if repair work is necessary as a result of an emergency that has occurred. Publisher will immediately inform SURFmarket of this event, giving the reasons. If the said repair work takes longer than one (1) working day, SURFmarket will be entitled to monetary reimbursement of a proportionate amount of the total Licence Fee.
- The Publisher reserves the right at any time to withdraw from the Licensed Material any item or part of an item for which it no longer retains the right to publish and for which the Publisher has been unable to secure the provisions as set out in Clauses 9.1 and 9.2, or any item or part of an item for which the Publisher has reasonable grounds to believe it infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Publisher will give written notice to the Institution of such withdrawal. If the withdrawn material represents more than five per cent (5%) of the Licensed Material the Publisher will make a pro rata refund of part of the Fee to the Institution, taking into account the amount of material withdrawn and the remaining term of the Agreement.
- Publisher undertakes to provide the SURFmarket and the Institutions with statistics on utilisation, free of charge, according to the standards of Project Counter (<http://www.projectcounter.org>).
- The Publisher agrees to use all best efforts to comply with the Open URL Standard (http://www.niso.org/apps/group_public/download.php/6640/The%20OpenURL%20Framework%20for%20Context-Sensitive%20Services.pdf).
- The Publisher agrees to use all best efforts to comply with the W3C Standard (<http://www.w3.org/WAI/Resources/?#in>).
- The Publisher agrees to inform SURFmarket and the Institutions once a year of the dark archives that the Publisher uses for the deposit of its content in the event of a force majeure or if the publisher ceases to exist.
- The Publisher agrees to use all best efforts to comply with the Code of Practice of Project Transfer relating to the transfer of titles between publishers (<http://uksg.org/transfer>).
- Publisher will be responsible and accountable for the quality of access and availability of the Licensed Material.

**Agreement for Intermediary Services Content
Schedule D
Agreement number: BO201500077**

- Publisher shall ensure the presence of an effective search engine, suitable for use by a broad public, which is able to produce a complete search and selection result for each search. Publisher accepts no responsibility for the completeness of the result.
- Publisher will use all best efforts to make the content available for reading on mobile devices, according to the standards of W3C (<http://www.w3.org/2011/02/mobile-web-app-state.html>).
- Publisher shall be permitted to alter the structure of the Licensed Material and the search engine. If it intends making such alteration, Publisher shall inform SURFmarket at least ten (10) working days beforehand. Such alteration or alterations must not have a negative influence on the user interface or the search results.
- Publisher shall provide an annual list of changes made to the Licensed Material. The said list of changes shall be explicitly included in any annual evaluation of the Licensed Material by the Institutions.
- Unless separately agreed, Publisher shall not be permitted to include third-party advertising in the Licensed Material or in the context of providing the Licensed Material. Publisher shall be permitted to display a "banner" on parts of the Licensed Material specifying the publications from which specific portions are taken. Publisher shall be permitted to create a link to the websites of the providers of the said publications on condition that those websites do not contain frame killers.



Addendum to the Agreement for Intermediary Services
Agreement number: BO201500077

Addendum

to the Agreement for Intermediary Services
between SURFmarket and Walter de Gruyter GmbH & CO., KG

The Agreement for Intermediary Services between SURFmarket b.v. and Walter de Gruyter GmbH & CO., KG, dated 1st of January 2016 with number BO201500077, is hereby amended, as follows:

Amended Schedules:

- D. Access and availability Licensed material and Text and Datamining

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

Thus agreed, drawn up in duplicate, and signed

in Utrecht,

on 8 april 2016,



SURFmarket

in Berlin

on 18-4-16



Walter de Gruyter

AA ↘

Addendum to the Agreement for Intermediary Services Agreement number: BO201500077

Access and availability Licensed Material

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- Publisher may temporarily suspend access to the Licensed Material without announcing this in advance if repair work is necessary as a result of an emergency that has occurred. Publisher will immediately inform SURFmarket of this event, giving the reasons. If the said repair work takes longer than one (1) working day, SURFmarket will be entitled to monetary reimbursement of a proportionate amount of the total Licence Fee.
- The Publisher reserves the right at any time to withdraw from the Licensed Material any item or part of an item for which it no longer retains the right to publish and for which the Publisher has been unable to secure the provisions as set out in Clauses 9.1 and 9.2, or any item or part of an item for which the Publisher has reasonable grounds to believe it infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Publisher will give written notice to the Institution of such withdrawal. If the withdrawn material represents more than five per cent (5%) of the Licensed Material the Publisher will make a pro rata refund of part of the Fee to the Institution, taking into account the amount of material withdrawn and the remaining term of the Agreement.
- Publisher undertakes to provide the SURFmarket and the Institutions with statistics on utilisation, free of charge, according to the standards of Project Counter (<http://www.projectcounter.org>).
- The Publisher agrees to use all best efforts to comply with the Open URL Standard (http://www.niso.org/apps/group_public/download.php/6640/The%20OpenURL%20Framework%20for%20Context-Sensitive%20Services.pdf).
- The Publisher agrees to use all best efforts to comply with the W3C Standard (<http://www.w3.org/WAI/Resources/?#in>).
- The Publisher agrees to inform SURFmarket and the Institutions once a year of the dark archives that the Publisher uses for the deposit of its content in the event of a force majeure or if the publisher ceases to exist.
- The Publisher agrees to use all best efforts to comply with the Code of Practice of Project Transfer relating to the transfer of titles between publishers (<http://uksq.org/transfer>).
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Addendum to the Agreement for Intermediary Services Agreement number: BO201500077

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

Text and Datamining

Definitions

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

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

1. Licensed uses: TDM

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

- (a) for Text and Data Mining (TDM) by carrying out the following activities: download, extract and index information from the Content to which the Licensee has access under this License Agreement. Where required, mount, load and integrate the results on a server used for the Licensee's text-mining system to evaluate and interpret the TDM Output.
- (b) store electronic copies of the Content on its computer or server as necessary solely to ensure efficient use on a TDM project.

Addendum to the Agreement for Intermediary Services Agreement number: BO201500077

- (c) use TDM Output as part of original research solely carried out by its Authorized Users and describe or otherwise reproduce extracts and quotations from TDM Output as part of original works of authorship, e.g. research reports, research papers and research articles. Where Content is embodied, quoted or referred to, or where bibliographic metadata of Content is displayed, it should be accompanied by a DOI link that points back to the individual full text item of Content.
- (d) make the results of any TDM Output available on an externally facing server or website as long as this inclusion consists of a limited number of lines of query-dependent text of individual full text items of Content (e.g. extracts from articles or book chapters).

2. Prohibited uses relating to Content and TDM Output

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

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

Licensor and the Licensee agree to the following access protocols:

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

4. Breach and Termination

- (a) Breach: In addition to any contractual rights and remedies under the applicable law, Licensor shall retain the right to deny access to any Content where the Licensee is in breach of any of the conditions of this License Agreement relating to TDM. hereof and also to charge the Licensee any subscription fee that would have been payable to Licensor, had the use in question been agreed.

**Addendum to the Agreement for Intermediary Services
Agreement number: BO201500077**

- (b) Termination: Removal of locally-loaded copies of Content: Upon termination of any TDM grant of rights under clause 4(a) above, the Licensee shall procure the destruction of any copies of the Content if locally loaded for purposes of TDM. No later than 30 days after termination, the Licensee shall provide the Licensor with a certificate of destruction signed by an authorized officer of the Licensee.

The undersigned

SURFmarket B.V., a private limited company with its registered office at Moreelsepark 48, 3511 EP Utrecht, (The Netherlands), VAT number NL 8000.03.871.B02, duly represented in this matter by its director, [REDACTED] referred to hereinafter as "Institution";

and

De Gruyter Open Sp. z.o.o., with its registered office at ul. Bogumila Zuga 32A, 01-811 Warsaw, (Poland), entered into the National Court Register kept by the District Court of Warsaw under number KRS 0000055478, VAT number PL 9521878738, having a share capital of PLN 1,905,000, duly represented in this matter by its President of the Management Board, [REDACTED] referred to hereinafter as "Publisher";

hereinafter jointly referred to as the "Parties";

In this Agreement, the following terms shall have the following meanings:

Clause 1: Definitions

- 1.1. Contribution: Means a journal article or a book or a chapter of a book written by an Author and accepted for publication by an Open Access Publication.
- 1.2. Processing Charge: Means a publication fee for a Contribution, as set out in Clause 4.
- 1.3. Author: Means a member of a faculty or a student or another affiliate of the Institution ("Institution Affiliate"), who was given by the Institution the right to publish his contribution in an Open Access Publication of the Publisher, in accordance with this Agreement; all Institution Affiliates who rely on having this right, shall be deemed to have such right.
- 1.4. Open Access Publication: Means any journal or book or book programme published by the Publisher at any time during the term of this Agreement, which does not charge readers for accessing its content but which instead levies a processing charge on the author of a contribution published therein, on a certain institution or on another sponsor; this definition also applies to journals or books that publish some articles or chapters according to these rules.

Clause 2: Obligations

- 2.1. The Publisher hereby grants the Institution, subject to and in accordance with the terms of this Agreement, a 20% discount for consortia who join the De Gruyter IM Program and 15% discount for individual institutions on Processing Charges for Contributions.
- 2.2. The Author of the participating Institution undertakes to pay to the Publisher the Processing Charges in accordance with the terms of this Agreement.

Clause 3: Editorial Independence

- 3.1. Nothing herein shall oblige the Publisher to publish any journal article or book or book chapter submitted to the Publisher by an Author. The Institution acknowledges that the selection of material to be published in the Open Access Publications is entirely at the discretion of the Publisher or editors of the Open Access Publications, and the Institution waives any claim it may have against the Publisher in the event that the Publisher or its editors refuse or decline to publish any material (or part thereof) submitted by an Author or the Institution. A journal article, a book or a book chapter will be considered to be selected for publication once its author(s) has been notified that it has been accepted.

Clause 4: Terms of Publication

- 4.1. The Institution acknowledges that after any journal article or book or book chapter submitted by an Author has been accepted for publication the Author and (if different) the owner of any copyright in such material will be required to agree to a Creative Commons license (CC BY-NC-ND) used by the Publisher for non-commercial use of the Contribution, and an exclusive license for commercial use of the Contribution.
- 4.2. The Processing Charges are as follows, and their amounts as set out below are, if applicable, increased by VAT:
- 4.2.1. for journal article: €1,500 - molecular biology, medicine, biomedicine; €1,000 - rest of biology (plant sciences, zoology), science, engineering, economics, business, law; €500 - rest of social sciences, humanities; each journal informs about its Processing Charge.
- 4.2.2. for book chapter: €1,500 irrespective of its subject area.
- 4.2.3. for book: €10,000 irrespective of its subject area.
- 4.3. The Publisher can change the Processing Charges by giving the Institution at least six months' written notice, effective from the beginning of the following calendar year. In the event that such notice is given, the Institution shall be allowed to terminate this Agreement within three months of being given such notice, and such termination shall cause this Agreement to terminate at the end of the calendar year in which the above six-month period expires. Notwithstanding the foregoing, where the Publisher gives the Institution written notice of Processing Charges change not earlier than twelve and not later than nine months before the end of a period of this Agreement's term as set out in Clause 7.1, such change shall be effective as from the following period of such term unless this Agreement is not extended for such following period.
- 4.4. The Processing Charge for a Contribution shall be levied in such amount as is in effect when that Contribution is accepted for publication.

Clause 5: Responsibilities of the publisher

5.1. The Publisher agrees to:

- 5.1.1. publish a Contribution in the Open Access Publication selected by the Author, according to industry standards.
- 5.1.2. 20% discount for consortia who join the De Gruyter IM Program and a discount by 15% of the Processing Charges applied to the individual Institution and Authors.
- 5.1.3. inform the Institution by January 31 of each calendar year about the number and list of all Contributions accepted in the preceding year for publication.

Clause 6: Responsibilities of Institution

6.1. The participating Institution agrees to:

- 6.1.1. use all reasonable efforts to ensure that all Authors are made aware of the terms of publication set out in this Agreement.
- 6.1.2. pay the Processing Charges less a 20% discount when member of a consortium and 15% discount for individual institutions for all Contributions accepted in a given calendar year for publication, within 30 days from receipt of the list mentioned in Clause 5.1.3.
- 6.1.3. include links to the relevant information concerning the submission process and publication possibilities on www.openaccess.nl. Upon signature of the contract; De Gruyter will provide the relevant links.
- 6.1.4. The Institution represents the following participating institutions:

- Erasmus University Rotterdam
- Royal Library
- Radboud University Nijmegen
- University of Groningen
- Delft University of Technology
- Eindhoven University of Technology
- University of Amsterdam
- University of Leiden
- Maastricht University
- Tilburg University
- University of Twente
- Free University
- University of Utrecht
- Wageningen University & Research Centre.

Clause 7: Term and Termination

- 7.1. The term of this Agreement will commence upon this Agreement date, 1 January 2017, and will end at 31 December 2018, unless this Agreement is terminated earlier as provided for in this Clause 7 or Clause 4.3. Extension of the term of this Agreement - for periods of two years - shall be automatic unless either party receives written notice of objection from the other party not less than 6 months prior to the term expiration.
- 7.2. Any party may terminate this Agreement at any time due to a material breach or repeated other breaches by the other of any obligation on the latter's part under this Agreement by serving a written notice on the other identifying the nature of the breach. The notice of termination cannot, however, be given unless the terminating party has requested the other party to cure such breach and such breach has not been cured within thirty (30) days of such other party receiving this request.

Clause 8: Force Majeure

- 8.1. Either party's failure to perform any term or condition of this Agreement as result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities ("Force Majeure")) shall not be deemed to be, or to give rise to, a breach of this Agreement.
- 8.2. If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.
- 8.3. This Clause 8 shall not preclude any party from excusing its failure to perform any term or condition of this Agreement based on law.

Clause 9: Assignment

- 9.1. This Agreement or any of the rights and obligations under it cannot be assigned by either party without obtaining the prior written consent of the other party. The Publisher may, however, assign all of its rights and obligations hereunder to a company or partnership that is controlled by the Publisher, that controls the Publisher or that is controlled by a company or partnership that controls the Publisher (the relation of control to be assessed according to the Polish Commercial Companies Code), unless such assignee is insolvent at the time of such assignment.

Clause 10: Governing Law and Dispute Resolution

- 10.1. This Agreement shall be governed by and construed in accordance with German law and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the German courts.

Clause 11: Notices

11.1. All notices required to be given under this Agreement shall be given in English and sent by e-mail, courier, or special delivery, to the relevant addressee at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Agreement, and all such notices shall be deemed to have been received when served on such address:

if to the Institution: SURFmarket
Moreelsepark 48
3511 EP Utrecht
The Netherlands
content@surfmarket.nl

if to the Publisher: De Gruyter Open Sp. z.o.o.
ul. Bogumila Zuga 32A
01-811 Warsaw
Poland
[REDACTED]

Clause 12: General

- 12.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended, supplemented or modified except by agreement of both parties in writing; this shall apply without limitation to any amendment or supplement to this Clause 12.1. Any other notice that this Agreement requires to be given in writing, shall not be valid unless given in writing.
- 12.2. The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.
- 12.3. The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized officer, as of the date first written here:

In: Utrecht, The Netherlands
On: 23 January 2017

Signed for and on behalf of the Institution:

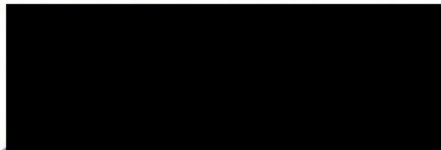


SURFmarket B.V.

By:

Position: Director

Signed for and on behalf of the Publisher:



De Gruyter Open Sp. z o.o.
01-811 Warszawa, ul. Bogumiła Zuga 32A
NIP: 9521878738, REGON: 017359274
tel. 22 701 50 15

De Gruyter Open Sp. z.o.o.

By:

Position: President of the Management Board

Addendum

to the Agreement for Intermediary Services between SURFmarket and Walter de Gruyter GmbH & CO.

The Agreement for Intermediary Services between SURFmarket B.V. and Walter de Gruyter GmbH & CO. dated 1st of January 2016 and ending on 31st December 2018 with number BO201500077, is hereby amended, as follows:

Clause 3: Term of the Agreement for Intermediary Services Content

3.1 This Agreement is entered into for a period of four (4) years, commencing on 1st January 2016 and consequently ending on 31st December 2019.

Changed Schedule

B. Licensed Material, Types of Licence, and Licence Fees

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

Thus agreed and signed

in Utrecht

on 20-1-2019



Director SURFmarket

in Berlin

on 23-1-19



Walter de Gruyter GmbH & CO

Schedule B: Licensed Material, Types of Licence, and Licence Fees

	Collections 2019	Price 2019
EUR	Politics, Economics, Sociology	€ 8.088
Large	Law	€ 8.367
	Total	€ 16.455
RU	Pick & Choose	€ 16.386
Medium	Total	€ 16.386
RUG	Linguistics, Literature	€ 12.964
Extra Large	Classical Studies, History	€ 4.212
	Pick & Choose	€ 12.477
	Total	€ 29.653
UL	Classical Studies, History	€ 3.566
Medium	Linguistics, Literature	€ 10.969
	Philosophy, Theology, Judaism, Religion	€ 3.628
	Library and Information Science, Library Reference	€ 1.467
	Law	€ 7.080
	Pick & Choose	€ 10.794
	Total	€ 37.504
UVA	Pick & Choose	€ 21.430
Extra Large	Total	€ 21.430
UVT	Pick & Choose	€ 13.184
Medium	Total	€ 13.184
VU	Pick & Choose	€ 11.654
Large	Total	€ 11.654
TUD	Pick & Choose	€ 13.217
Medium	Total	€ 13.217

UU	Pick & Choose	€ 24.527
Extra Large	Total	€ 24.527
TOTAL		€ 184.009

Conditions

1. The licence year for this addendum is set to start on January 1st and expires December 31st;
2. The fees are set with the prices of 2019, depending on the number of journals the institutions take through the pick & choose option or the number of journals in the packages;
3. Prices are in euros, exclusive of VAT.