

# **Publish & Read Agreement between SURF and OVID Technologies 2021-2023**

## **The undersigned**

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

and

OVID Technologies B.V., with its registered office at Zuidpoolsingel 2, 2408 MA Alphen aan den Rijn, Netherlands, duly represented in this matter by [REDACTED], Chief Financial Officer, referred to hereinafter as "Publisher";

hereinafter jointly referred to as the "Parties";

## **Whereas:**

- Institutions wish to acquire Rights of Use in respect of the Licensed Material provided by Publisher;
- The Parties make publishing in open access format in a specified collection of established scientific journals available to eligible authors that are affiliated to the Institutions;
- SURF provides Intermediary Services in respect of Rights of Use for Licensed Material on the one hand and Institutions for their Users on the other;
- Said Intermediary Services relate to the creation of Licence Agreements between Publisher and Institutions;
- SURF makes arrangements with publishers regarding discounts, prices for said Rights of Use, provision of access, licence administration, and remittance of payments or debiting of payments for Institutions;
- SURF and Publisher have concluded the present Publish & Read Agreement, whereby Parties have stipulated that Publisher is prepared, on the conditions set out in the Licence Agreement as included in Schedule C to this Agreement, to grant Institutions Rights of Use in respect of the Licensed Material and SURF is prepared to perform the Services specified in this Publish & Read Agreement;
- The Parties wish to regulate their contractual relationship for a period of three years;
- SURF is acting on behalf of the Institutions referred to in Schedule A to this Agreement.

Declare that they have agreed as follows:

## **Clause 1: Definitions**

- 1.1 Authentication: Determination by an Institution connected to SURFconext of the identity of End-user, whether or not including the Institution to which End-user belongs.
- 1.2 Authorisation: the provision of access to online Licensed Material by Publisher.
- 1.3 Agreement: this Publish & Read Agreement (Licensed Material) and its associated Schedules.

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- 1.4 Contact Persons: the employees of the Institutions appointed by the Institutions who will maintain contact with SURF in respect of this Agreement.
- 1.5 Distribution: the delivery to Institutions of the Licensed Material in such a way that the Licensed Material can be downloaded by the Institutions or used remotely pursuant to the terms of the applicable Licence Agreement.
- 1.6 Documentation: the description of the Licensed Material.
- 1.7 End-user: a person employed by the Institution or otherwise authorised in the context of the Institution's operations, as well as a student registered with the Institution, who is authorised by the Institution pursuant to the Licence Model concluded by the Institution to acquire Rights of Use in respect of the Licensed Material. End-user include walk-in users but solely within the premises of the Institution. Any individual users of institutions, associations or organizations (i) related or affiliated with an Institution, or (ii) acquired by or merged with an Institution during the term of this Agreement, will not be deemed "End-users" without Publisher's express written consent or unless expressly provided for in an applicable Order.
- 1.8 Enhanced version: a modified version of the Licensed Material which its functionality is changed or extended.
- 1.9 Institutions: the educational and research institutions and institutions equivalent to them for the purposes of the present Agreement specified, according to category, in Schedule A.
- 1.10 Intermediary Services: the services, specified in the SURF Subscription, to be supplied by SURF in respect of and relating to the concluding and granting of licences between the Institutions and content providers or publishers.
- 1.11 Licence Agreement: the agreement regarding the Rights of Use in respect of the Licensed Material that is created between Publisher on the one hand and the Institution on the other via SURF as intermediary. The Licence Agreement is included as Schedule C.
- 1.12 Licence Fee: the charge(s) payable for the Licensed Material as agreed by both Parties and which are specified in Schedule B.
- 1.13 Licensed Material: the visual and audio material, databases, and/or other publications deriving from Publisher, specified in Schedule B, that are recorded on and/or contained in electronic data media, or that are made available electronically or in some other electronic form and to which the Institution can acquire Rights of Use via SURF as intermediary by means of a Licence Agreement.
- 1.14 Market Area: the geographical area where SURF can provide Intermediary Services specified according to categories of institutions, are given in Schedule A.
- 1.15 Media: the data media on which the Licensed Material is recorded.
- 1.16 New Publications: journals, datasets or audiovisual material which are released to the market by Publisher but which are not part of the Licensed Material.
- 1.17 Open Access: Free, immediate, permanent, full-text, online access, for any user, web-wide, to digital scientific and scholarly material, primarily research articles published in peer-reviewed journals.
- 1.18 Order: An order form for subscribing to Licensed Material that Publisher and an Institution may enter into hereunder from time to time.
- 1.19 Rights of Use: The rights granted to an Institution by Publisher to use Licensed Material and the Platform for a specified period and for an explicitly specified target group of End-Users.
- 1.20 Rights to Publish: The rights granted to Eligible Authors of an Institution by Publisher to publish articles in Open Access in the journals of Publisher, included in Schedule C-c.

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- 1.21 Schedules: appendices to the present Agreement which, once signed by the Parties, form part of this Agreement. The Schedules set forth the conditions referred to in this Agreement.
- 1.22 Submitting Author: The author who is responsible for the submission of an article and who functions as a contact person for the Publisher.

### **Clause 2: User Rights: the right to use the Licensed Material granted to the Institution by Publisher pursuant to the Licence Agreement. Subject of the Publish & Read Agreement**

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

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

- 3.1 This Agreement is entered into for a period of three years, commencing as of 31 December 2020 and consequently ending on 30 December 2023.

### **Clause 4: Performance Publisher**

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

### **Clause 5: Open Access Publishing**

- 5.1 SURF shall make arrangements with Publisher regarding provision of Open Access. These arrangements concluded between the Institutions and Publisher are set out in Schedule C - Licence Agreement.
- 5.2 Corresponding Authors who are affiliated to the Institution and who qualify as Eligible Authors according to the conditions set out in Attachment C-d are allowed to publish their articles in open access in the eligible journals at no direct costs to them.
- 5.3 Parties agree to evaluate relevant workflows and tools with regard to open access publishing.
- 5.4 Articles are made available under a Creative Commons Attribution license (CC-BY), provided that if the applicable publication does not offer the CC-BY license, Publisher will have the right to choose the Creative Commons license that will be used.
- 5.5 When technically viable, for journals running in the standard production workflow, Publisher will incorporate tags in meta-data to indicate if an article has been published in open access [http://www.niso.org/news/pr/view?item\\_key=641bc3f6540b533afee9e7db9edebb6dd5b0ed8](http://www.niso.org/news/pr/view?item_key=641bc3f6540b533afee9e7db9edebb6dd5b0ed8)

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

### **Clause 6: Performance SURF**

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

### **Clause 7: Creation of Licence Agreements**

- 7.1 To ensure that Publisher grants Rights of Use and the Institution honours the Rights of Use that are granted, SURF will provide the Institution, digitally, with a Licence Agreement to be signed by the Institution. SURFmarket acknowledges that no access will be provided to an Institution unless and until such Institution has concluded a Licence Agreement with Publisher.
- 7.2 SURF will ensure that the Institution accepts that concluding the Licence Agreement digitally has the same validity as a written signature.
- 7.3 SURF will ensure that the signature of the Institution is set by a representative of the Institution who is authorised to sign. SURF will also, if necessary, enable the Contact Person to acquire internal approval for entering into the Licence Agreement beyond the scope of his/her financial mandate, such that they can lawfully undertake, digitally, the obligations that are set forth in the Licence Agreement.

**Clause 8:      Limitation of Liability**

8.1 Neither SURF nor the Publisher can be held liable for loss or damage sustained by the other Party except in so far as such loss or damage is the direct result of an intentional act or omission or gross negligence on the part of SURF or the Publisher, as applicable. In the event that SURF or the Publisher or employees for whom SURF or the Publisher may be held liable at law has/have committed a wrongful act, SURF or the Publisher will only be liable to provide compensation for loss/damage in so far as such was caused by an intentional act or omission or gross negligence.

**Clause 9:      Intellectual Property Rights**

- 9.1 SURF will be entitled to make use of Publisher's trademarks, trade names, and other indications of origin to identify the Licensed Material in the context of its work pursuant to the Publish & Read Agreement provided that any such use shall require the prior written consent of Publisher and, provided, further, that neither this Section 9.1 nor any other provision of this Agreement conveys to SURF any ownership interest in or to any such trademark, trade name or other indication of origin, all of which are and shall remain the property of Publisher.
- 9.2 The intellectual property rights in respect of the Licensed Material will be vested in Publisher or in the applicable providers of content to Publisher, as the case may be. This Agreement does not assign or transfer any right, title or interest in these intellectual property rights to SURF.
- 9.3 Parties will not register one another's trademarks, trade names, or other indications of origin (or any other marks or symbols similar to them) and will only use them in the manner indicated by Parties. This provision also applies to designs, materials, and documentation that form the basis for SURFconext, SURFnet, and its network.
- 9.4 SURF will inform Publisher as soon as possible of any infringement of Publisher's trademarks or other intellectual property rights of Publisher due to the use of the Licensed Material, which comes to the attention of SURF. In this connection, SURF will render all reasonable co-operation to Publisher as regards rectifying such infringements.
- 9.5 SURF's right to make use of Publisher's trademarks, trade names, or other indications of origin will terminate by operation of law at the point when this Agreement is terminated, dissolved, for whatever reason. SURF will ensure, in so far as it is reasonably able, that by terminating or dissolving the Licence Agreement, the Institution will observe the termination of the Rights of Use.
- 9.6 SURF will be entitled to refer to itself in respect of the Licensed Material as an authorised intermediary of Publisher.
- 9.7 SURF will make reasonable efforts to ensure that Institutions observe the obligations imposed on them by the provisions of the Licence Agreement. Should it appear that an Institution does not comply with some or all of the obligations specified in the License Agreement, SURF will immediately inform Publisher, after which Publisher may take measures itself. SURF will render all necessary assistance in this respect.
- 9.8 Publisher will respect the (intellectual) property rights respecting designs, materials and documentation that underlie SURFconext.

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

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

**Clause 11: Reporting and Invoicing**

- 11.1 The invoice for the Rights of Use to be granted by Publisher to the Institution pursuant to a Licence Agreement will be submitted only to SURF for payment.
- 11.2 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 For the subscription term commencing 31 December 2020 and ending 30 December 2021, SURF will effectuate payment to Publisher of the amount of the invoice referred to in sub clause 1 of the present clause within 60 days of receiving the invoice. For each subsequent one year subscription term, SURF will effectuate payment to Publisher of the amount of the invoice referred to in sub clause 1 of the present clause within 30 days of receiving the invoice. When paying an invoice, SURF will not be entitled to invoke any discount, deduction, compensation, or postponement whatsoever other than as provided for in this Agreement. SURF will be allowed to pay in installments.
- 11.4 Should SURF fail to effectuate payment of the amount owing to Publisher on time, Publisher will give SURF written notice of default, granting SURF a reasonable period in which to comply with its payment obligation. Upon that period expiring, SURF will be deemed to be in default by operation of law. Publisher will be entitled to charge the then applicable rate of statutory interest on any payment that is not paid on time. Said interest will be calculated from the day on which SURF legally fell into default until the day on which the amount owing is received. Failure to pay all fees and applicable taxes within the applicable period set forth above shall constitute a material breach of this Agreement by SURF, and Publisher reserves the right to immediately suspend access to the Licensed Material upon any such material breach for non-payment. SURF acknowledges and agrees that Publisher's only preferred payment methods are via Electronic Funds Transfer (EFT) or via Automated Clearing House (ACH) transfers, and Publisher reserves the right to charge SURF additional processing fees for any payments made by credit card or any method other than EFT or ACH payment.
- 11.5 Unless SURF provides Publisher with valid proof of tax-exempt status (e.g. a written exemption certificate), SURF will pay all applicable sales, use, withholding, excise, consumption, value-added and similar taxes assessed or based upon this Agreement, the Licensed Material, and or the subscription and other transactions hereunder. If SURF is tax-exempt, SURF shall provide its tax-exempt certificate to Publisher upon execution of this Agreement. SURF shall remain responsible for any taxes to which SURF's tax-exempt status does not apply.

**Clause 12: Delivery of Licensed Material**

- 12.1 SURF or Publisher will make Licensed Material available to an Institution subject to the conditions set forth in Schedule C after the Institution has signed the Licence Agreement.

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

### **Clause 13: Guarantee**

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

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

- 14.1 Long term preservation:  
Publisher will ensure that its affiliate, Wolters Kluwer Health, Inc., will archive the Licensed Material owned by or exclusively licensed to Wolters Kluwer Health, Inc. (such Licensed Material, the "WKH Licensed Material") in at least one of the established e-journal archiving initiatives. Archiving services currently used are CLOCKSS and PORTICO.
- 14.2 Continuous access in case of 'trigger events':  
Publisher guarantees continuous access to and use of the Licensed Material which was published and paid for during the term of this and possible preceding Agreements for Intermediary Services between the Publisher and the Institution through one of the established e-journal archiving initiatives if one or more of the following events ('trigger events') occur:
- a catastrophic and sustained failure of the Publisher's delivery platform, or
  - the Publisher stops operations, or
  - the Publisher ceases to publish any of the WKH Licensed Material (in which event the Publisher will ensure that any such WKH Licensed Material that was published by Wolters Kluwer Health, Inc. will be archived as set forth above), or
  - the Publisher no longer offers back issues.

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

### **Clause 15: Premature termination or dissolution**

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

### **Clause 17: LIMITED WARRANTIES AND LIMITED LIABILITIES**

- 17.1 THE LICENSED MATERIAL, THE PLATFORMS, ANY DOCUMENTATION, AND ANY SUPPORT OR SERVICES PROVIDED HEREUNDER OR UNDER ANY LICENCE AGREEMENT ARE FURNISHED BY PUBLISHER, ITS AFFILIATES AND LICENSORS AND ACCEPTED BY SURF AND EACH INSTITUTION "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER, EITHER EXPRESS OR IMPLIED. PUBLISHER, ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE FOREGOING, AND PUBLISHER, ITS AFFILIATES AND LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED MATERIAL, THE PLATFORMS, THE DOCUMENTATION, ANY SUPPORT OR SERVICES OR THE RESULTS DERIVED THEREFROM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, CURRENCY, SUITABILITY, SYSTEM AVAILABILITY, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE). PUBLISHER DOES NOT WARRANT THAT THE PLATFORMS OR THE LICENSED MATERIAL OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED, THAT ITS USE OR OPERATION WILL BE ERROR OR DEFECT FREE, THAT THE PLATFORMS OR THE LICENSED MATERIAL OR ANY COMPONENT THEREOF WILL ALWAYS BE ACCESSIBLE OR AVAILABLE, OR THAT ALL DEFECTS IN THE PLATFORMS OR THE LICENSED MATERIAL WILL BE CORRECTED. SURF, EACH INSTITUTION AND THE END-USERS WILL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE LICENSED MATERIAL AND PUBLISHER WILL HAVE NO LIABILITY THEREFOR. IN ADDITION, SURF ACKNOWLEDGES THAT ACCESS TO THE PLATFORMS AND THE LICENSED MATERIAL MAY BE SUBJECT TO LIMITATIONS, DELAYS, LATENCY ISSUES AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND THAT PUBLISHER, ITS AFFILIATES AND ITS LICENSORS ARE NOT



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RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. NO PUBLISHER EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT.

- 17.2 THE LICENSED MATERIALS ARE NO SUBSTITUTE FOR INDIVIDUAL PATIENT ASSESSMENT BASED UPON AN END-USER'S EXAMINATION OF EACH PATIENT. WHILE CERTAIN LICENSED MATERIALS MAY DESCRIBE VARIOUS BASIC PRINCIPLES OF DIAGNOSIS AND THERAPY, SUCH LICENSED MATERIALS SHOULD BE USED AS GENERAL MEDICAL REFERENCE MATERIALS TO ASSIST THE END-USER IN REACHING DIAGNOSTIC AND TREATMENT DECISIONS. EACH INSTITUTION AND EACH END-USER MUST EXERCISE ITS OWN INDEPENDENT PROFESSIONAL AND CLINICAL JUDGMENT, TAKING INTO ACCOUNT INFORMATION ABOUT PARTICULAR INDIVIDUAL PATIENTS THAT CANNOT BE ASCERTAINED OR TAKEN INTO ACCOUNT AS A PART OF NECESSARILY GENERIC OR SUMMARY LICENSED MATERIALS. GIVEN CONTINUOUS, RAPID ADVANCES AND CHANGES IN MEDICAL SCIENCE AND HEALTH INFORMATION, EACH INSTITUTION AND EACH END-USER SHOULD CONSULT A VARIETY OF SOURCES WHEN PRESCRIBING MEDICATION, INCLUDING THE MANUFACTURER'S "PACKAGE INSERT". THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION SHOULD NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION IS SAFE, APPROPRIATE OR EFFECTIVE IN ANY GIVEN PATIENT. SURF ACKNOWLEDGES THAT THE PROFESSIONAL DUTY TO THE PATIENT IN PROVIDING HEALTHCARE SERVICES LIES SOLELY WITH THE HEALTHCARE PROFESSIONAL PROVIDING PATIENT CARE SERVICES AND THAT EACH INSTITUTION AND ITS END-USERS ARE SOLELY RESPONSIBLE FOR THE USE OF ANY LICENSED MATERIAL, AND THE END-USERS ARE RESPONSIBLE FOR INDEPENDENTLY REACHING ANY MEDICAL JUDGMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NO RESPONSIBILITY IS ASSUMED BY PUBLISHER, ITS AFFILIATES OR LICENSORS FOR ANY INJURY AND/OR DAMAGE TO PERSONS OR PROPERTY, AS A MATTER OF PRODUCTS LIABILITY, NEGLIGENCE LAW OR OTHERWISE, OR FROM ANY REFERENCE TO OR USE BY ANY INSTITUTION (OR ANY OF ITS HEALTHCARE PROFESSIONALS, INCLUDING THE END-USERS) OF ANY OF THE LICENSED MATERIAL.

### **Clause 18: DAMAGES EXCLUSION AND LIMITATION OF LIABILITY**

- 18.1 DAMAGES EXCLUSION. IN NO EVENT SHALL PUBLISHER, ITS AFFILIATES OR LICENSORS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, DISTRIBUTORS, SUBCONTRACTORS, SUPPLIERS OR AGENTS, HAVE ANY LIABILITY WHATSOEVER (A) (I) FOR BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, LOST SALES, LOST GOODWILL, OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES, OR (II) FOR ANY OTHER LIABILITIES ARISING FROM ANY CLAIMS, DAMAGES, FINES, COSTS, OR EXPENSES, INCLUDING THOSE RELATED TO LOSS, UNAVAILABILITY, CORRUPTION, DISCLOSURE, OR MISUSE OF DATA, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY OTHER LIABILITIES ARISING FROM ANY CLAIMS, DAMAGES, FINES, COSTS, OR EXPENSES, INCLUDING THOSE RELATED TO LOSS, UNAVAILABILITY, CORRUPTION, DISCLOSURE, OR MISUSE OF DATA (INCLUDING THOSE RELATING TO OR ARISING FROM A PERSONAL DATA BREACH).
- 18.2 LIMITATIONS OF LIABILITY. THE TOTAL LIABILITY OF PUBLISHER, ITS AFFILIATES AND LICENSORS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, DISTRIBUTORS, SUBCONTRACTORS, SUPPLIERS OR AGENTS ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, THE LICENSED MATERIAL AND ANY OTHER CAUSE WHATSOEVER, SHALL NOT EXCEED, IN THE AGGREGATE FOR ANY AND ALL CLAIMS UNDER OR IN RELATION TO THIS AGREEMENT, THE TOTAL FEES PAID BY SURF TO PUBLISHER FOR THE AFFECTED SERVICE OR LICENSED MATERIAL TOOL IN THE TWELVE-MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CLAIM OR CAUSE OF ACTION AROSE.

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- 18.3 Bargained for Exchange; Breadth of Claims and Disclaimers. The allocations of liability in this Section represent the agreed, bargained-for understanding of the Parties and Publisher's compensation hereunder reflects such allocations. THE LIMITATIONS OF LIABILITY AND TYPES OF CLAIMS HEREBY LIMITED AND DISCLAIMED SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND ARE INTENDED BY THE PARTIES TO APPLY REGARDLESS OF THE FORM OF THE CLAIM OR ACTION (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, STATUTE OR OTHERWISE), AND REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.
- 18.4 Limitations Period. Any claim or cause of action arising under or otherwise relating to this Agreement, the Licensed Material or other subject matter hereof or thereof must be commenced within one year from the date such claim or cause of action first arose.

### **Clause 19: Indivisibility of Publish & Read Agreement**

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

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

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

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

- Publisher's Licence Agreement to be entered into between Publisher and the applicable Institution
- Publish & Read Agreement
- Schedule A: Categories of Institutions;
- Schedule B: Description of Licensed Material, with prices and licence models;
- Schedule C: Licence Agreement with appendices;
- Schedule D: Access and availability Licensed material;
- Schedule E: NWO Requirements.

### **Clause 20: General**

- 20.1 Any general terms and conditions of delivery and/or payment and any other general or particular terms and conditions applied by Publisher will not apply and are hereby expressly rejected, provided that any terms or conditions contained in (a) any Orders applied by Publisher for Licensed Material under this Agreement or (b) any licence or subscription agreements or orders applied by Publisher to SURF or to an Institution for Licensed Material other than the Licensed Material set forth in this Agreement will be valid and binding upon SURF and/or the applicable Institution, as the case may be.
- 20.2 All notifications made by Parties to one another pursuant to this Publish & Read Agreement will be made in writing. Oral statements, undertakings, or arrangements will have no legal effect unless confirmed in writing.
- 20.3 Each Party will appoint an employee authorised to represent the Party in the context of this Publish & Read Agreement.

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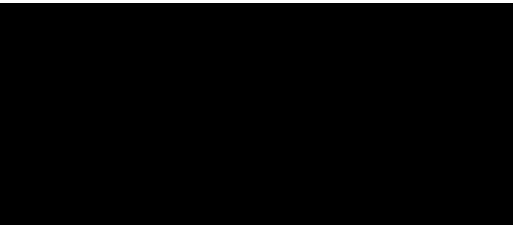
- 20.4 If Parties agree on new conditions and provisions, these will be considered to replace the conditions and provisions of the present Publish & Read Agreement and the new conditions and provisions will constitute as the Publish & Read Agreement.
- 20.5 Any dispute arising between Parties in respect of this Publish & Read Agreement will be submitted to the competent court in the court district of Utrecht, The Netherlands, for adjudication.
- 20.6 Parties may agree that, in deviation from what is provided in the previous sub clause, a dispute will be made subject to arbitration in accordance with the conditions of the Netherlands Arbitration Institution [Nederlands Arbitrage Instituut] or according to an arbitration agreement (to be drawn up); or that a mutual solution to the dispute be sought by means of mediation in accordance with the rules of the Netherlands Mediation Institution (NMI) (Rotterdam, The Netherlands); or that a binding opinion be requested in respect of the dispute.
- 20.7 In the event of a dispute as referred to in Clause 15.1 of this Agreement, either Party will notify the other Party in writing that such dispute has arisen, giving a concise summary of what the former Party considers to be the subject of said dispute.
- 20.8 This Publish & Read Agreement and the Licence Agreement that is to be concluded will be subject to Dutch law.

**Publish & Read Agreement between SURF and OVID Technologies 2021-2023**

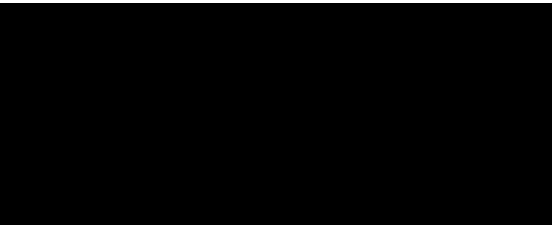
**Signing**

Thus agreed and signed

on: February 17, 2021



on: February 19, 2021



- 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
- Schedule E NWO Requirements

**Publish & Read Agreement between SURF and OVID Technologies 2021-2023  
Schedule A**

**Categories of Institutions**

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

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

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

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

**Category 3: Other Members:**

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

**Publish & Read Agreement between SURF and OVID Technologies 2021-2023**  
**Schedule B**

**Licensed Material and Licence Fees**

(amounts exclusive of VAT)

<b>Licensed Material</b>	<b>Category</b>	<b>Licence Fee</b>
LWW Total Access Collection (Rolling Collection) and Open Access publishing rights	Universities Category 1	2021: <b>€881,624</b> 2022: <b>€899,256</b> 2023: <b>€917,241</b>

**Conditions**

- The annual subscription prices under this Agreement are as follows:
  - Term 1 (31 December 2020 – 31 December 2021) price = €881,624
  - Term 2 (31 December 2021 – 31 December 2022) price = €899,256
  - Term 3 (31 December 2022 – 31 December 2023) price = €917,241
- Up to 95% of the above annual subscription price can be offset against Open Access publishing for each Term (the subscription price will be credited against article processing fees for articles accepted for Open Access publication). The maximum amounts per Term that SURF may offset against the applicable Term subscription price are equal to the following:
  - Term 1 offset cap = €837,543
  - Term 2 offset cap = €854,293
  - Term 3 offset cap = €871,380
- Open Access articles will be published in CC-BY format, provided that the owner of a publication containing any such Open Access article may determine at any time and from time to time to cease offering such Open Access articles in the CC-BY format.
- An APC discount rate of 15.7% against each year’s current list price will apply.
- In order to avoid the discontinuation of Open Access publishing set forth above by reaching the annual offset cap before the end of a Term, Publisher will provide to SURF a reduced list of journals eligible for OA publishing and SURF will select journals from the reduced list (Schedule C-c).
- The selection of titles can be done by SURF provided that based on historic publishing behaviour it can be expected that the OA publication cost will not exceed the defined offset cap for each Term set forth above.
- SURF and Publisher will jointly review the volume of OA publication after each period of 6 months, with the first review being scheduled by end of June 2021.
- If the actual Open Access publishing output deviates by more than 5% from the allocated Open Access offset budget, then Publisher will present re-calibration options for an altered set of titles eligible for Open Access publishing; SURF will choose one recalibration-option which will be subsequently implemented for the upcoming period of 6 months.
- Should the actual article processing spend for either Term 1 or Term 2 be less than the offset cap set forth above, SURF will be entitled to carry over into the following Term the amount by which the spend is less than the offset cap, up to a maximum carry over amount of 5% of the applicable offset cap. Any such carried over amounts will be added to the offset cap for the following Term. Upon expiration of Term 3, any under spend in Term 3 may only be carried over if the Parties enter into a subsequent agreement prior to the 31<sup>st</sup> of December 2023.
- SURF will be permitted to submit OA articles in an amount representing article processing fees of up to 105% of the offset cap in any applicable Term, provided that any such excess amount above the offset cap will be deducted from the offset cap for the following Term. Should the Parties enter into the subsequent agreement prior to the 31<sup>st</sup> of December 2023, any overspend in Term 3 will be applied as set forth in this section. If the Parties do not enter into the subsequent agreement, during Term 3 SURF will be permitted to submit OA articles in an amount representing article processing fees of up to 105% of the Term 3 offset cap at no additional charge to SURF.
- Once the 105% amount of the applicable offset cap is reached in any Term, Publisher will not be required to publish any additional Open Access articles in the applicable Term unless SURF pays the article processing fee for any article submitted after such 105% amount of

**Publish & Read Agreement between SURF and OVID Technologies 2021-2023**  
**Schedule B**

the cap is reached, such article processing charge to be in accordance with Publisher's current price list.

- After each review period of 6 months SURF will also have the option to subscribe to additional content from Publisher. After any such additional subscriptions, the offset cap for the applicable Term will be recalculated to an amount equal to 95% of the total subscription fees for the applicable Term after any such additional subscriptions.
1. LWW Total Access Collection comprises access to all available journals listed in Schedule C-b part 1. The above prices include site license access for an unlimited number of users;
  2. LWW Open Access publishing rights are available for LWW hybrid journals listed in Schedule C-b part 2;
  3. If the licence is acquired in the course of a licence year, the Licence Fee will be paid proportionately (per month);
  4. Prices are in Euro, exclusive of VAT;
  5. In the event of a merger of Institutions, the individual Licence Agreements taking effect after the term of this Agreement may be subject to a renegotiation of price and terms;
  6. Other SURF members can join the Licence Agreement at a fee to be determined by Publisher;
  7. SURF members are entitled to dual access for relevant titles through the Highwire platform at no extra cost or for a discounted fee depending on the title.

**Publish & Read Agreement between SURF and OVID Technologies 2021-2023  
Schedule C**

**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

OVID Technologies B.V., with its registered office at Zuidpoolsingel 2, 2408 MA Alphen aan den Rijn, Netherlands, duly represented in this matter by [REDACTED], referred to hereinafter as "Publisher";

hereinafter jointly referred to as the "Parties";

**Whereas:**

- Publisher has concluded an agreement regarding the Licensed Material with SURF B.V. (referred to hereinafter as "SURF") on XX Jan 2021 with a view to SURF providing the Licence Agreement, access to the Licensed Material, invoicing and collection in respect of Licence Fee for the registered Rights of Use, all with respect to educational and research institutions and equivalent institutions (referred to hereinafter as "Publish & Read Agreement");
- Publisher is prepared to grant the Institution non-exclusive and non-transferable Rights of Use in respect of the Licensed Material for its Users for the period when the present Agreement is valid, under the terms and conditions and provisions set forth below. The said Rights of Use also covers the Media associated with the Licensed Material;
- Publisher and the Institution are aware that the Licensed Material to be made available to the Institution shall remain the property of Publisher or the relevant third party if Publisher is not the owner and that the Media to the Licensed Material shall only be provided to the Institution with the intellectual property rights accruing to Publisher in respect of the Licensed Material and the said Media and Documentation being retained;
- in making the above mentioned Licensed Material available to Users, the Institution shall ensure that the said Users do not infringe the intellectual property rights in respect of the said items.

Declare that they have agreed as follows:

**Clause 1: Definitions**

- 1.1 Agreement: the present Licence Agreement and its associated Appendices;
- 1.2 Authentication: Determination by an Institution connected to SURFconext of the identity of User, whether or not including the Institution to which User belongs;
- 1.3 Authorisation: the provision of access to online Licensed Material by Publisher;
- 1.4 Course Pack: a multi-source collection or compilation of information (e.g. book chapters, journal articles, abstracts, multi-media materials) assembled by members of staff of the Institution for use by students for the purpose of training, education and instruction, either in printed, electronic or non-print perceptible (audio or Braille) form;



**Publish & Read Agreement between SURF and OVID Technologies 2021-2023  
Schedule C**

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

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**Schedule C**

- 1.17 Rights of Use: the rights granted to an Institution by Publisher to use Licensed Material for a specified period and for an explicitly specified target group (Users or the Institution itself);
- 1.18 Rights to Publish: The rights granted to Eligible Authors of an Institution by Publisher to publish articles in Open Access in the journals of Publisher.
- 1.19 Rightholder: the holder of the intellectual property rights in respect of the Licensed Material that can set conditions, on an exclusive basis, for the use, duplication and distribution of Licensed Material with one or more specific brands (including trade names), or the party designated by such holder for a particular region or target group of customers that has the exclusive right to allocate the Distribution function requested by SURF to SURF;
- 1.20 Schedule/Appendices: the most recent version (according to the version number and date) of a Schedule/appendices to the Publish & Read Agreement which, after being initialed by Parties, forms/form part of the Publish & Read Agreement (and replaces/replace another Schedule or Appendices that may have been agreed on previously);
- 1.21 Service: the specifications and conditions under which Publisher makes available and will maintain Licensed Material;
- 1.22 Submitting Author: The author who is responsible for the submission of an article and who functions as a contact person for the Publisher.
- 1.23 Virtual Learning/Research Environment: a system designed to support teaching and learning in an educational and research setting.

**Clause 2: Subject of the Agreement**

- 2.1 Users at the Institution shall acquire the Rights of Use regarding the Licensed Material in accordance with the provisions of this Agreement if the use made of the Licensed Material takes place manifestly in the interest of the educational activities and/or research carried out by the Institution. Use of the Licensed Material shall be permitted solely for non-commercial purposes. Use of the Licensed Material is not subject to any restrictions regarding the number of (simultaneous) Users;
- 2.2 In the context of use of the Licensed Material, the Institution shall be entitled to use an introductory screen displaying its own logo or the logo of its library when giving access to the Licensed Material;
- 2.3 Unless specified otherwise by the Institution, this Agreement shall take effect on the date it is signed. Before this Agreement takes effect, the text of this Agreement will be made available to the Institution in such a way that the Agreement can be stored by the Institution on a durable medium;
- 2.4 Without prejudice to the provisions set out in Clause 10 the Agreement shall terminate on 31 December 2023 or on the date of termination of the Publish & Read Agreement referred to in the preamble to the Agreement;
- 2.5 The Publisher hereby grants to the Institution, subject to and in accordance with the terms of the Agreement, a non-exclusive, non-transferable, limited licence for the metadata associated with the Licensed Material for use in local library catalogues, union catalogues, and such other library and information systems including but not limited to search machines of the Institution and third parties. The use of metadata by commercial search machines does not constitute commercial use as long as that metadata is not sold, lent, distributed or otherwise re-licensed via that search machine or the access to that metadata on that search machine is exclusively being charged for.

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**Clause 3: Creation of the Agreement**

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

**Clause 4: Intellectual Property Rights**

- 4.1 The intellectual property rights in respect of the Licensed Material and Documentation shall be vested in Publisher or in the applicable providers of content to Publisher, as the case may be. This Agreement does not assign or transfer any right, title or interest in these intellectual property rights to SURF.

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

- 5.1 On signing this Agreement, the Institution shall indicate which of the Licensed Material and Licence Fees specified in 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 SURF (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, and the Licence Fees SURF will pay to Publisher for any such New Publications. Any such License fees will be negotiated and, when agreed, paid by SURF.

**Clause 6: Invoicing**

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

**Clause 7: Support**

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

**Clause 8: Rights of Use**

- 8.1 Publisher grants the Institution and its Users the following Rights of Use:
  - online use of and access to the Licensed Material for internal management, reference, education, research, and training purposes, including searching, loading, calling up on screen, consulting the Licensed Material and/or causing the Licensed Material to function;

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- copying of limited parts of the Licensed Material to the User's hard disk and printing limited parts of the Licensed Material;
- the inclusion of links to the Licensed Material through the use of Jumpstarts. For purposes of this Licence Agreement, "Jumpstarts" shall be defined as links from the Institutions Web pages to virtually any point within a session on the Ovid Platform;
- the use of parts of the Licensed Material in printed and/or electronic form in the context of inter-library loans through the Institutions traditional interlibrary loan policies and procedures and in compliance with all applicable copyright laws;
- inclusion and making available, after a six (6) month embargo, any author accepted manuscript of an original research article that is part of Licensed Material owned by the Publisher or its affiliate Wolters Kluwer Health, Inc. or for which the owner of the Licensed Material has granted the Publisher or its affiliate Wolters Kluwer Health, Inc. an exclusive right to publish and that was produced by employees working for the Institution in the institutional repository of the Institution and on the personal web pages of the employee concerned provided, in the case of subscription journals, that it is the author's final version that is lodged and not the published version;
- In the case of articles published under any Creative Commons license, the final published version can be made immediately available in the institutional repository of the Institution and on the personal web pages of the applicable employee provided the specific Creative Commons license terms and conditions are followed.
- for WKH Licensed Material, downloading and printing out limited parts of the WKH Licensed Material free of charge in Course Packs by members of staff in connection with courses for academic credit and distribute these to students of the Institution, provided any such students are authorised End-users.
- for WKH Licensed Material, incorporating links to the WKH Licensed Material as well as parts of the WKH Licensed Material in Course Packs in connection with courses for academic credit free of charge by members of staff to be distributed or made available to the students of the Institution via Virtual Learning Environments or within an e-mail communication, provided any such students are authorised End-users;
- offering Course Packs in audio or Braille to students who are in the reasonable opinion of the Institution visually impaired by the Institution;
- to download and make copies of the whole or any parts of the Licensed Material owned by the Publisher or its affiliate Wolters Kluwer Health, Inc. or for which the owner of the Licensed Material has granted the Publisher or its affiliate Wolters Kluwer Health, Inc. an exclusive right to publish for the purposes of, and to perform and engage in computational analysis (including text and data mining) using the Licensed Material
- The parts of the Licensed Materials used in Course Packs shall carry appropriate acknowledgement of the source, title, author and publisher.

**Clause 9: Open Access Publishing**

- 9.1 Publisher will publish in Open Access any article submitted by an Eligible Author and accepted by Publisher for publication, for journals specified in Schedule C-c, at no direct costs to the author or the Institution. Eligibility is based on the moment acceptance.
- 9.2 Eligible Authors will be identified by Publisher.
- 9.3 Eligible Authors can be identified through at least one of the following parameters:
- a customized drop down list of the institutions;
  - IP ranges specified by the Institution;
  - Institutional e-mail domain;

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- persistent identifier, such as ORCID or other recognized institutional identifier as provided by the Eligible Author and published in the Article Metadata; and/or
- affiliation as stated in the article to be published.

If the identification was not successful, Publisher will contact relevant library staff at the Institution.

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

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The report shall be delivered within four (4) weeks after the end of each month.

Commencing no later than May 31, 2021 the Institution will have access to the Publisher's OA Dashboard which will have a reporting option.

9.11 Publisher shall deliver a full report of all articles (Open Access and otherwise) published by the Institutions over the period 1 January until 30 June and 1 July until 31 December. This list shall be provided in Excel and where possible shall include the following details:

1. Name of the Submitting Author;
2. E-mail address of Submitting Author;
3. Institution name;
4. Article title;
5. Article DOI;
6. Clickable DOI;
7. Article type;
8. Journal title;
9. eISSN;
10. OA licence type;
11. Date first published online;
12. Paid charges;
13. Funding organisation;
14. Grant number;
15. OA status (f.i. "accepted"; "published"; "rejected"; "opt-out").

The report shall be delivered within four (4) weeks after the end of the six (6) month periods. The report shall be sent to the appointed Contact Person of each Institution with a copy to SURF.

Commencing no later than May 31, 2021 the Institution will have access to the Publisher's OA Dashboard which will have a reporting option.

9.12 For journals running in the standard production workflow, Publisher shall incorporate tags in meta-data to indicate if an article has been published in Open Access [http://www.niso.org/news/pr/view?item\\_key=641bc3f6540b533afee9e7db9edebb6dd5b0ed81](http://www.niso.org/news/pr/view?item_key=641bc3f6540b533afee9e7db9edebb6dd5b0ed81)

9.13 Publisher shall only charge Eligible Authors, or the Institution service fees (e.g. page charges, colour-in-print, reprints, posters) if the Author or the Institution have agreed to this at the time the article is submitted.

9.14 Article types that are included in the service:

- Original Papers;
- Review Papers.
- Case Reports;

9.15 In case the number of articles published in Open Access is less than agreed, the remaining articles will be added to the quatum of the following year.

9.16 Publisher shall, where it has no objections, adhere to the Plan S technical guidance and requirements (<https://www.coalition-s.org/principles-and-implementation/>), provided the Publisher has the technical capabilities to do so.

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9.17 Articles that have been funded by NWO must be compliant with the requirements as outlined in Schedule E NWO Requirements.

**Clause 10: Responsibilities**

- 10.1 The Institution shall use reasonable commercial efforts to ensure that Users observe the obligations that have been made known to them in accordance with the provisions of Clause 2.1. Should it appear that a User does not comply with some or all of the obligations, the Institution, upon first being requested to do so by Publisher, shall take the measures that can reasonably be expected of it so as – as far as possible – to cause the said non-compliance or partial non-compliance to cease immediately;
- 10.2 Should Publisher consider it necessary, the Institution – with due regard to the restrictions imposed by legislation and/or regulations – shall render all assistance to Publisher to enable Publisher to act independently against the user as referred to in Clause 10.1;
- 10.3 Should it appear during the term of the Agreement that a further agreement is necessary between the Institution and Publisher in order to prevent infringement of Publisher’s property rights in respect of the Licensed Material, the Institution shall cooperate in drawing up and signing such agreement. Publisher shall only draw up such an agreement in consultation with the Institution.

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

**Clause 11: LIMITED WARRANTIES AND LIMITED LIABILITIES.**

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

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

**Clause 12: Notice of Default**

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



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

**Clause 13: Privacy**

- 13.1 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;
- 13.2 The Publisher shall not, and shall not seek to, collect Personal Data in relation to any End-User other than as is reasonably and properly required for the administration of the Licence Agreement and shall fully comply with its obligations under the applicable data protection laws in relation to the collection, use and retention, and any other processing of any such Personal Data.
- 13.3 Unless statutory provisions provide otherwise, Publisher is not entitled, at any time, to utilise some or all of the Institution Data that is made available to the Publisher other than for performance of this Publish & Read Agreement, or to cause it to be so utilised;
- 13.4 Publisher will not allow access to third parties to the Institution Data without the consent of SURF or the Institution;
- 13.5 Publisher will process the Institution Data only within the European Union or in a country with an appropriate level of protection;
- 13.6 Publisher will cooperate fully with the Institution to (i) enable parties concerned within the intention of the Data Protection Act to inspect their personal data; (ii) to enable such parties to have personal data deleted or corrected; and/or (iii) to demonstrate to such parties that personal data has been deleted or corrected if it is incorrect or, if the Institution disputes the position adopted by the party concerned, to record that the party concerned considers his/her personal data to be incorrect.

**Clause 14: Security**

- 14.1 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 Publish & Read Agreement and/or the Agreement;
- 14.2 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;
- 14.3 Publisher will without undue delay notify SURF and the Institution regarding any security-related incidents and their potential impact on the processing of Institution Data;

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- 14.4 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 Publish & Read Agreement;
- 14.5 If an authority requests Publisher to provide Institution Data, Publisher will notify SURF and the Institution to that effect and will enable SURF and/or the Institution to assert its rights. Publisher will limit access to the extent possible.

**Clause 15: Termination or Dissolution**

- 15.1 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 16: Scope of Agreement**

- 16.1 The provisions and conditions contained in the Agreement, the associated Appendices, and the Publisher's licence agreement to be entered into between the Publisher and the Institution shall specify the entire agreement between the Parties and shall set aside all previous agreements, whether oral or written, made between the Parties;
- 16.2 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 17: Supplementary Provisions**

- 17.1 The Agreement and the associated Appendices and any supplements thereto shall be governed by Dutch law.
- 17.2 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.
- 17.3 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.
- 17.4 A dispute shall be deemed to exist if one of the Parties notifies the other Party to that effect by registered mail.

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Thus agreed, drawn up in duplicate, and signed

in \_\_\_\_\_

on \_\_\_\_\_

\_\_\_\_\_  
<Name of Institution>

\_\_\_\_\_  


**Schedules**

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

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**Licensed Material and Licence Fees**

(amounts exclusive of VAT)

Licensed Material	Category	Licence Fee
LWW Total Access Collection and Open Access publishing rights	Universities	2021: <b>€881,624</b> 2022: <b>€899,256</b> 2023: <b>€917,241</b>

**Conditions**

- The annual subscription prices under this Agreement are as follows:
  - Term 1 (31 December 2020 – 31 December 2021) price = €881,624
  - Term 2 (31 December 2021 – 31 December 2022) price = €899,256
  - Term 3 (31 December 2022 – 31 December 2023) price = €917,241
- Up to 95% of the above annual subscription price can be offset against Open Access publishing for each Term (the subscription price will be credited against article processing fees for articles accepted for Open Access publication). The maximum amounts per Term that SURF may offset against the applicable Term subscription price are equal to the following:
  - Term 1 offset cap = €837,543
  - Term 2 offset cap = €854,293
  - Term 3 offset cap = €871,380
- Open Access articles will be published in CC-BY format, provided that the owner of a publication containing any such Open Access article may determine at any time and from time to time to cease offering such Open Access articles in the CC-BY format.
- An APC discount rate of 15.7% against each year’s current list price will apply.
- In order to avoid the discontinuation of Open Access publishing set forth above by reaching the annual offset cap before the end of a Term, Publisher will provide to SURF a reduced list of journals eligible for OA publishing and SURF will select journals from the reduced list (Schedule C-c).
- The selection of titles can be done by SURF provided that based on historic publishing behaviour it can be expected that the OA publication cost will not exceed the defined offset cap for each Term set forth above.
- SURF and Publisher will jointly review the volume of OA publication after each period of 6 months, with the first review being scheduled by end of June 2021.
- If the actual Open Access publishing output deviates by more than 5% from the allocated Open Access offset budget, then Publisher will present re-calibration options for an altered set of titles eligible for Open Access publishing; SURF will choose one recalibration-option which will be subsequently implemented for the upcoming period of 6 months.
- Should the actual article processing spend for either Term 1 or Term 2 be less than the offset cap set forth above, SURF will be entitled to carry over into the following Term the amount by which the spend is less than the offset cap, up to a maximum carry over amount of 5% of the applicable offset cap. Any such carried over amounts will be added to the offset cap for the following Term. Upon expiration of Term 3, any under spend in Term 3 may only be carried over if the Parties enter into a subsequent agreement prior to the 31<sup>st</sup> of December 2023.
- SURF will be permitted to submit OA articles in an amount representing article processing fees of up to 105% of the offset cap in any applicable Term, provided that any such excess amount above the offset cap will be deducted from the offset cap for the following Term. Should the Parties enter into the subsequent agreement prior to the 31<sup>st</sup> of December 2023, any overspend in Term 3 will be applied as set forth in this section. If the Parties do not enter into the subsequent agreement, during Term 3 SURF will be permitted to submit OA articles in an amount representing article processing fees of up to 105% of the Term 3 offset cap at no additional charge to SURF.
- Once the 105% amount of the applicable offset cap is reached in any Term, Publisher will not be required to publish any additional Open Access articles in the applicable Term unless SURF pays the article processing fee for any article submitted after such 105% amount of

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the cap is reached, such article processing charge to be in accordance with Publisher's current price list.

- After each review period of 6 months SURF will also have the option to subscribe to additional content from Publisher. After any such additional subscriptions, the offset cap for the applicable Term will be recalculated to an amount equal to 95% of the total subscription fees for the applicable Term after any such additional subscriptions.
1. LWW Total Access Collection comprises access to all available journals listed in Schedule C-b part 1. The above prices include site license access for an unlimited number of users;
  2. LWW Open Access publishing rights are available for LWW hybrid journals listed in Schedule C-b part 2;
  3. If the licence is acquired in the course of a licence year, the Licence Fee will be paid proportionately (per month);
  4. Prices are in Euro, exclusive of VAT;
  5. In the event of a merger of Institutions, the individual Licence Agreements taking effect after the term of this Agreement may be subject to a renegotiation of price and terms;
  6. Other SURF members can join the Licence Agreement at a fee to be determined by Publisher;
  7. SURF members are entitled to dual access for relevant titles through the Highwire platform at no extra cost or for a discounted fee depending on the title.

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

NR	Journal Title	ISSN	Perpetual Access	SURF#
1	A&A Case Reports	2325-7237	Yes	30424
2	A&A Practice	2575-3126	Yes	36954
3	Academic Medicine	1040-2446	Yes	14346
4	ACADEMIC Physician & Scientist (Closed Frontfile)	1093-1139	Yes	21892
5	ACG Case Reports Journal	2326-3253	Open Access	36955
6	ACSM'S Health & Fitness Journal	1091-5397	Yes	14347
7	Addictive Disorders & Their Treatment	1531-5754	Yes	14348
8	Advanced Emergency Nursing Journal	1931-4485	Yes	21893
9	Advances in Anatomic Pathology	1072-4109	Yes	14349
10	Advances in Neonatal Care	1536-0903	Yes	21894
11	Advances in Nursing Science	0161-9268	Yes	14350
12	Advances in Skin & Wound Care	1527-7941	Yes	14351
13	Adverse Drug Reaction Bulletin	0044-6394	Yes	14353
14	AIDS	0269-9370	Yes	14354
15	AJN, American Journal of Nursing	0002-936X	Yes	14355
16	AJSP: Reviews and Reports	2381-5949	Yes	33019
17	Alzheimer Disease & Associated Disorders	0893-0341	Yes	14358
18	Alzheimer's Care Quarterly	1525-3279	Yes	14357
19	Alzheimer's Care Today (Closed Frontfile)	1936-3001	Yes	21895
20	American Journal of Clinical Oncology	0277-3732	Yes	14359
21	American Journal of Contact Dermatitis:Official Journal of The American Contact Dermatitis Society	1046-199X	No	30425
22	American Journal of Dermatopathology	0193-1091	Yes	14360
23	American Journal of Forensic Medicine & Pathology	0195-7910	Yes	14361
24	American Journal of Gastroenterology	0002-9270	Yes	36189
25	American Journal of Medical Quality	1062-8606	Yes	39036
26	American Journal of Otology	0192-9763	Yes	14365
27	American Journal of Physical Medicine & Rehabilitation	0894-9115	Yes	14367
28	American Journal of Surgical Pathology	0147-5185	Yes	14368
29	American Journal of Therapeutics	1075-2765	Yes	14370
30	Anesthesia & Analgesia	0003-2999	Yes	14371
31	Anesthesiology	0003-3022	Yes	14372
32	Annals of Plastic Surgery	0148-7043	Yes	14373
33	Annals of Surgery	0003-4932	Yes	14374
34	Annals of Surgery Open	2691-3593	Open Access	39037
35	Anti-Cancer Drugs	0959-4973	Yes	14375
36	Applied Immunohistochemistry	1062-3345	Yes	30436
37	Applied Immunohistochemistry & Molecular Morphology	1541-2016	Yes	14376
38	Arteriosclerosis	0276-5047	Yes	14377
39	Arteriosclerosis and Thrombosis: A Journal of Vascular Biology	1049-8834	Yes	14378
40	Arteriosclerosis, Thrombosis & Vascular Biology	1079-5642	Yes	14379
41	ASA Monitor	2380-4017	Yes	39038
42	ASA Refresher Courses in Anesthesiology (Closed Frontfile)	0363-471X	Yes	14380
43	ASAIO Journal	1058-2916	Yes	14381
44	Asia-Pacific Journal of Ophthalmology	2162-0989	Open Access	28060
45	BackLetter	0894-7376	Yes	14383
46	Behavioural Pharmacology	0955-8810	Yes	14384
47	Biomedical Safety & Standards	1080-9775	Yes	14386
48	Blood Coagulation & Fibrinolysis	0957-5235	Yes	14387

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49	Blood Pressure Monitoring	1359-5237	Yes	14388
50	Blood Science	2543-6368	Open Access	38265
51	Brain & Life	2576-2273	No	36177
52	Canadian Journal of Addiction	2368-4720	Yes	33842
53	Cancer Journal	1528-9117	Yes	21896
54	Cancer Nursing	0162-220X	Yes	14392
55	Cardiology in Review	1061-5377	Yes	14393
56	Cardiopulmonary Physical Therapy Journal	1541-7891	Yes	32018
57	Cardiovascular Endocrinology	2162-688X	Yes	36974
58	Cardiovascular Endocrinology & Metabolism	2574-0954	Yes	28061
59	Chinese Medical Journal (English Edition)	0366-6999	Open Access	37784
60	CIN Plus	1098-7126	Yes	30437
61	CIN: Computers, Informatics, Nursing	1538-2931	Yes	14395
62	Circulation	0009-7322	Yes	14396
63	Circulation Research	0009-7330	Yes	14397
64	Circulation: Arrhythmia and Electrophysiology	1941-3149	Yes	26193
65	Circulation: Cardiovascular Genetics	1942-325X	Yes	26194
66	Circulation: Cardiovascular Imaging	1941-9651	Yes	26195
67	Circulation: Cardiovascular Interventions	1941-7640	Yes	26196
68	Circulation: Cardiovascular Quality & Outcomes	1941-7713	Yes	26197
69	Circulation: Genomic and Precision Medicine	2574-8300	Yes	36178
70	Circulation: Heart Failure	1941-3289	Yes	26198
71	CLAO Journal	0733-8902	Yes	14398
72	Clinical and Translational Gastroenterology	2155-384X	Open Access	36190
73	Clinical Dysmorphology	0962-8827	Yes	14399
74	Clinical Journal of Pain	0749-8047	Yes	14400
75	Clinical Journal of Sport Medicine	1050-642X	Yes	14401
76	Clinical Neuropharmacology	0362-5664	Yes	14402
77	Clinical Nuclear Medicine	0363-9762	Yes	14403
78	Clinical Nurse Specialist	0887-6274	Yes	14404
79	Clinical Nutrition Insight (Closed Frontfile)	1938-8640	Yes	21947
80	Clinical Obstetrics & Gynecology	0009-9201	Yes	14405
81	Clinical Orthopaedics & Related Research	0009-921X	Yes	33839
82	Clinical Pulmonary Medicine (Closed Frontfile)	1068-0640	Yes	14408
83	Clinical Spine Surgery	2380-0186	Yes	32031
84	Cognitive & Behavioral Neurology	1543-3633	Yes	14409
85	Computers in Nursing	0736-8593	Yes	14410
86	Contemporary Critical Care (Closed Frontfile)	1543-9003	Yes	14412
87	Contemporary Diagnostic Radiology	0149-9009	Yes	14413
88	Contemporary Neurosurgery	0163-2108	Yes	14414
89	Contemporary Ophthalmology (Closed Frontfile)	1537-5846	Yes	14415
90	Contemporary Optometry (Closed Frontfile)	1541-5783	Yes	14416
91	Contemporary Spine Surgery	1527-4268	Yes	14417
92	CONTINUUM: Lifelong Learning in Neurology	1080-2371	No	14418
93	Cornea	0277-3740	Yes	14420
94	Coronary Artery Disease	0954-6928	Yes	14421
95	Critical Care Explorations	2639-8028	Open Access	39039
96	Critical Care Medicine	0090-3493	Yes	14422
97	Critical Care Nursing Quarterly	0887-9303	Yes	14423
98	Critical Pathways in Cardiology: A Journal of Evidence-Based Medicine	1535-282X	Yes	14424
99	Current Opinion in Allergy & Clinical Immunology	1528-4050	Yes	14425

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100	Current Opinion in Anaesthesiology	0952-7907	Yes	14426
101	Current Opinion in Cardiology	0268-4705	Yes	14427
102	Current Opinion in Clinical Nutrition & Metabolic Care	1363-1950	Yes	14428
103	Current Opinion in Critical Care	1070-5295	Yes	14429
104	Current Opinion in Endocrinology & Diabetes	1068-3097	Yes	14430
105	Current Opinion in Endocrinology, Diabetes & Obesity	1752-296X	Yes	21898
106	Current Opinion in Gastroenterology	0267-1379	Yes	14431
107	Current Opinion in Hematology	1065-6251	Yes	14432
108	Current Opinion in HIV & AIDS	1746-630X	Yes	14433
109	Current Opinion in Infectious Diseases	0951-7375	Yes	14434
110	Current Opinion in Lipidology	0957-9672	Yes	14436
111	Current Opinion in Nephrology & Hypertension	1062-4821	Yes	14437
112	Current Opinion in Neurology	1350-7540	Yes	14438
113	Current Opinion in Obstetrics & Gynecology	1040-872X	Yes	14440
114	Current Opinion in Oncology	1040-8746	Yes	14441
115	Current Opinion in Ophthalmology	1040-8738	Yes	14442
116	Current Opinion in Organ Transplantation	1087-2418	Yes	14443
117	Current Opinion in Orthopaedics	1041-9918	Yes	14444
118	Current Opinion in Otolaryngology & Head & Neck Surgery	1068-9508	Yes	14445
119	Current Opinion in Pediatrics	1040-8703	Yes	14446
120	Current Opinion in Psychiatry	0951-7367	Yes	14447
121	Current Opinion in Pulmonary Medicine	1070-5287	Yes	14449
122	Current Opinion in Rheumatology	1040-8711	Yes	14450
123	Current Opinion in Supportive & Palliative Care	1751-4258	Yes	21899
124	Current Opinion in Urology	0963-0643	Yes	14451
125	Current Orthopaedic Practice	1940-7041	Yes	21900
126	Current Researches in Anesthesia & Analgesia	0099-8125	Yes	29111
127	Current Sports Medicine Reports	1537-890X	Yes	21902
128	Dermatitis	1710-3568	No	28062
129	Dermatologic Surgery	1076-0512	Yes	32020
130	Dimensions of Critical Care Nursing	0730-4625	Yes	14454
131	Diseases of the Colon & Rectum	0012-3706	Yes	21904
132	Ear & Hearing	0196-0202	Yes	14455
133	Egyptian Journal of Critical Care Medicine	2090-7303	Open Access	38331
134	Emergency Medicine News	1054-0725	Yes	21905
135	The Endocrinologist (Closed Frontfile)	1051-2144	Yes	14456
136	Environmental Epidemiology	2474-7882	Open Access	36957
137	Epidemiology	1044-3983	Yes	14457
138	European Journal of Anaesthesiology	0265-0215	Yes	21906
139	European Journal of Cancer Prevention	0959-8278	Yes	14459
140	European Journal of Emergency Medicine	0969-9546	No	14461
141	European Journal of Gastroenterology & Hepatology	0954-691X	Yes	14462
142	European Journal of Oncology Pharmacy	2032-7072	Open Access	36958
143	Evidence-Based Eye Care	1525-8599	Yes	14463
144	Evidence-Based Ophthalmology (Closed Frontfile)	1555-9203	Yes	14465
145	Evidence-Based Practice	1095-4120	Yes	36182
146	Exercise & Sport Sciences Reviews	0091-6331	Yes	14466
147	Eye & Contact Lens: Science & Clinical Practice	1542-2321	Yes	14467
148	Family & Community Health	0160-6379	Yes	14468
149	Female Pelvic Medicine & Reconstructive Surgery	2151-8378	Yes	14549
150	Frontiers of Health Services Management	0748-8157	Yes	33023
151	Gastroenterology Nursing	1042-895X	Yes	14469



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152	Global Reproductive Health	2473-3709	Open Access	33037
153	Harvard Review of Psychiatry	1067-3229	Yes	28069
154	Health Care Management Review	0361-6274	Yes	14472
155	Health Care Manager, The (Closed Frontfile)	1525-5794	Yes	14473
156	Health Physics	0017-9078	Yes	14475
157	Healthy Aging Research (Closed Frontfile)	2261-7434	Open Access	33038
158	Hearing Journal	0745-7472	Yes	21949
159	HEART Insight (Closed Frontfile)	1934-5917	Open Access	21950
160	HemaSphere	2572-9241	Open Access	36959
161	Holistic Nursing Practice	0887-9311	Yes	14476
162	Home Healthcare Now	2374-4529	Yes	32021
163	Home Healthcare Nurse	0884-741X	Yes	14477
164	Hypertension	0194-911X	Yes	14478
165	IJS Global Health	2576-3342	Open Access	36961
166	IJS Short Reports	2468-7332	Open Access	37785
167	Implant Dentistry - (Closed FrontFile)	1056-6163	Yes	14479
168	Infants & Young Children	0896-3746	Yes	14480
169	Infectious Diseases in Clinical Practice	1056-9103	Yes	14481
170	Infectious Microbes and Diseases	2641-5917	Open Access	38267
171	Inside Case Management	1073-6514	Yes	14484
172	International Anesthesiology Clinics	0020-5907	Yes	14485
173	International Clinical Psychopharmacology	0268-1315	Yes	14486
174	International Drug Therapy Newsletter	0020-6571	Yes	14487
175	International Journal of Dermatology and Venereology	2096-5540	Open Access	38268
176	International Journal of Evidence-Based Healthcare	1744-1595	Yes	30426
177	International Journal of Gynecological Pathology	0277-1691	Yes	14488
178	International Journal of Rehabilitation Research	0342-5282	Yes	14489
179	International Ophthalmology Clinics	0020-8167	Yes	14490
180	Intervention - (Closed FrontFile)	1571-8883	Yes	21910
181	Investigative Radiology	0020-9996	Yes	14491
182	Itch	2380-5048	Open Access	33040
183	JAAOS: Global Research and Reviews	2474-7661	Open Access	36962
184	JAIDS Journal of Acquired Immune Deficiency Syndromes	1525-4135	Yes	14492
185	JBI Database of Systematic Reviews and Implementation Reports	2202-4433	Yes	33025
186	JBI Evidence Implementation	2691-3321	Yes	39040
187	JBI Evidence Synthesis	2689-8381	Yes	38332
188	JBI Library of Systematic Reviews	1838-2142	Yes	36975
189	Jbi Reports	1479-6988	Yes	36976
190	JBJS Case Connector	2160-3251	Yes	33026
191	JBJS Essential Surgical Techniques	2160-2204	Yes	33027
192	JBJS Journal of Orthopaedics for Physician Assistants	2470-1122	Yes	33028
193	JBJS Open Access	2472-7245	Open Access	33041
194	JBJS Reviews	2329-9185	Yes	33029
195	JCO Global Oncology	2687-8941	Open Access	39041
196	JCR: Journal of Clinical Rheumatology	1076-1608	Yes	14494
197	Journal For Healthcare Quality	1062-2551	Yes	32022
198	Journal for Nurses in Professional Development	2169-9798	Yes	30428
199	Journal for Nurses in Staff Development - JNSD	1098-7886	Yes	14497
200	Journal of Acquired Immune Deficiency Syndromes & Human Retrovirology	1077-9450	Yes	30439
201	Journal of Acute Care Physical Therapy	2158-8686	Yes	30429
202	Journal of Addiction Medicine	1932-0620	Yes	21911

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203	Journal of Addictions Nursing	1088-4602	Yes	28063
204	Journal of Ambulatory Care Management	0148-9917	Yes	14499
205	Journal of Bio-X Research	2577-3585	Open Access	36963
206	Journal of Bone & Joint Surgery - American Volume	0021-9355	Yes	32023
207	Journal of Bronchology	1070-8030	Yes	14502
208	Journal of Bronchology & Interventional Pulmonology	1944-6586	Yes	21951
209	Journal of Cardiopulmonary Rehabilitation	0883-9212	Yes	14505
210	Journal of Cardiopulmonary Rehabilitation & Prevention	1932-7501	Yes	21913
211	Journal of Cardiovascular Medicine	1558-2027	No	14506
212	Journal of Cardiovascular Nursing	0889-4655	Yes	14507
213	Journal of Cardiovascular Pharmacology	0160-2446	Yes	14508
214	Journal of Cataract & Refractive Surgery	0886-3350	Yes	38219
215	Journal of Cataract & Refractive Surgery Online Case Reports	2214-1677	Open Access	38269
216	Journal of Christian Nursing	0743-2550	Yes	21914
217	Journal of Clinical Engineering	0363-8855	Yes	14509
218	Journal of Clinical Gastroenterology	0192-0790	Yes	14510
219	Journal of Clinical Neuromuscular Disease	1522-0443	Yes	14511
220	Journal of Clinical Neurophysiology	0736-0258	Yes	14513
221	Journal of Clinical Psychopharmacology	0271-0749	Yes	14514
222	Journal of Computer Assisted Tomography	0363-8715	Yes	14515
223	Journal of Continuing Education in the Health Professions	0894-1912	Yes	32025
224	Journal of Craniofacial Surgery	1049-2275	Yes	14516
225	Journal of Developmental & Behavioral Pediatrics	0196-206X	Yes	14517
226	Journal of ECT	1095-0680	Yes	14518
227	Journal of Forensic Nursing	1556-3693	Yes	28064
228	Journal of Geriatric Physical Therapy	1539-8412	Yes	21915
229	Journal of Glaucoma	1057-0829	Yes	14522
230	Journal of Global Oncology	2378-9506	Open Access	39042
231	Journal of Head and Neck Anesthesia	2475-5028	Open Access	37786
232	Journal of Head Trauma Rehabilitation	0885-9701	Yes	14523
233	Journal of Healthcare Management	1096-9012	Yes	33030
234	Journal of Hospice & Palliative Nursing	1522-2179	Yes	14524
235	Journal of Hypertension	0263-6352	Yes	14525
236	Journal of Immunotherapy	1524-9557	Yes	14527
237	Journal of Infusion Nursing	1533-1458	Yes	14529
238	Journal of Intravenous Nursing	0896-5846	Yes	14530
239	Journal of Lower Genital Tract Disease	1089-2591	Yes	14531
240	Journal of Nervous & Mental Disease	0022-3018	Yes	14533
241	Journal of Neurologic Physical Therapy	1557-0576	Yes	21918
242	Journal of Neuro-Ophthalmology	1070-8022	Yes	14534
243	Journal of Neuroscience Nursing	0888-0395	Yes	21919
244	Journal of Neurosurgical Anesthesiology	0898-4921	Yes	14536
245	Journal of Nursing Administration	0002-0443	Yes	14495
246	Journal of Nursing Care Quality	1057-3631	Yes	14537
247	Journal of Nursing Research	1682-3141	Open Access	21920
248	Journal of Nursing Staff Development	0882-0627	Yes	14539
249	Journal of Occupational & Environmental Medicine	1076-2752	Yes	14540
250	Journal of Orthopaedic Trauma	0890-5339	Yes	14542
251	Journal of Pancreatology	2577-3577	Open Access	37787
252	Journal of Patient Safety	1549-8417	Yes	14543
253	Journal of Pediatric Gastroenterology & Nutrition	0277-2116	Yes	14545
254	Journal of Pediatric Hematology/Oncology	1077-4114	Yes	14544

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255	Journal of Pediatric Orthopaedics	0271-6798	Yes	14547
256	Journal of Pediatric Orthopaedics B	1060-152X	Yes	14548
257	Journal of Pediatric Surgical Nursing	2332-0249	Yes	30430
258	Journal of Pelvic Medicine & Surgery	1542-5983	Yes	30440
259	Journal of Pelvic Surgery	1077-2847	Yes	21945
260	Journal of Perinatal & Neonatal Nursing	0893-2190	Yes	14550
261	Journal of Physical Therapy Education	0899-1855	Yes	33841
262	Journal of Psychiatric Practice	1538-1145	Yes	14551
263	Journal of Psychosocial Oncology Research and Practice	2637-5974	Open Access	38270
264	Journal of Public Health Management & Practice	1078-4659	Yes	14552
265	Journal of Spinal Disorders	0895-0385	Yes	14553
266	Journal of Spinal Disorders & Techniques	1536-0652	Yes	14554
267	Journal of Strength & Conditioning Research	1064-8011	Yes	21922
268	Journal of the American Academy of Nurse Practitioners	1041-2972	Yes	36977
269	Journal of the American Academy of Orthopaedic Surgeons	1067-151X	Yes	30431
270	Journal of the American Academy of Physician Assistants	1547-1896	Yes	28338
271	Journal of the American Association of Nurse Practitioners	2327-6924	Yes	33840
272	Journal of the American Audiology Society	0360-9294	Yes	14558
273	Journal of the Association of Nurses in AIDS Care	1055-3290	Yes	36191
274	Journal of the Chinese Medical Association	1726-4901	Open Access	38271
275	Journal of the Dermatology Nurses' Association	1945-760X	Yes	21923
276	Journal of Thoracic Imaging	0883-5993	Yes	14561
277	Journal of Trauma and Acute Care Surgery	2163-0755	Yes	14564
278	Journal of Trauma Nursing	1078-7496	Yes	14563
279	Journal of Trauma-Injury Infection & Critical Care	0022-5282	Yes	30441
280	Journal of Urology	0022-5347	Yes	36192
281	Journal of Women's Health Physical Therapy	1556-6803	Yes	21952
282	Journal of Wound, Ostomy & Continence Nursing	1071-5754	Yes	14567
283	JPGN Reports	2691-171X	Open Access	39043
284	JPO Journal of Prosthetics & Orthotics	1040-8800	Yes	14569
285	Lippincott's Bone and Joint Newsletter	1543-9879	Yes	21925
286	Lippincott's Case Management	1529-7764	Yes	14571
287	LPN- Closed Frontfile	1553-0582	Yes	14572
288	Maternal-Fetal Medicine	2641-5895	Open Access	38333
289	MCN, American Journal of Maternal Child Nursing	0361-929X	Yes	14573
290	Medical Care	0025-7079	Yes	14574
291	Medical Innovation & Business (Closed Frontfile)	1943-0701	Yes	21926
292	Medicine	0025-7974	Open Access	14576
293	Medicine & Science in Sports & Exercise	0195-9131	Yes	14577
294	Melanoma Research	0960-8931	Yes	14579
295	Men in Nursing	1558-6243	Yes	21958
296	Menopause	1072-3714	Yes	14580
297	N & HC Perspectives on Community	1081-8731	Yes	36968
298	National Strength & Conditioning Association Journal	0744-0049	Yes	21927
299	National Strength Coaches Association Journal	0199-610X	Yes	30432
300	Nephrology Times (Closed Frontfile)	1940-5960	Yes	21928
301	Neurologist	1074-7931	Yes	14581
302	Neurology	0028-3878	No	14582
303	Neurology Clinical Practice	2163-0402	No	28066
304	Neurology Genetics	2376-7839	Open Access	33044
305	Neurology Neuroimmunology & Neuroinflammation	2332-7812	Open Access	33034
306	Neurology Now	1553-3271	No	14583

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307	Neurology Today	1533-7006	No	14584
308	Neuropsychiatry, Neuropsychology, & Behavioral Neurology	0894-878X	Yes	14585
309	Neuroreport	0959-4965	Yes	14586
310	Neurosurgery Quarterly (Closed Frontfile)	1050-6438	Yes	38220
311	Nuclear Medicine Communications	0143-3636	Yes	14591
312	Nurse Educator	0363-3624	Yes	14592
313	Nurse Practitioner	0361-1817	Yes	14593
314	Nursing	0360-4039	Yes	14600
315	Nursing & Health Care Perspectives	1094-2831	Yes	36969
316	Nursing Administration Quarterly	0363-9568	Yes	14594
317	Nursing Case Management	1084-3647	Yes	14595
318	Nursing2020 Critical Care (Closed FrontFile)	1558-447X	Yes	21929
319	Nursing Education Perspectives	1536-5026	Yes	32027
320	Nursing Made Incredibly Easy!	1544-5186	Yes	14596
321	Nursing Management	0744-6314	Yes	14597
322	Nursing Research	0029-6562	Yes	14599
323	Nutrition & the M.D.	0732-0167	Yes	14601
324	Nutrition Today	0029-666X	Yes	14602
325	Obstetric Anesthesia Digest	0275-665X	Yes	14603
326	Obstetrical & Gynecological Survey	0029-7828	Yes	14604
327	Obstetrics & Gynecology	0029-7844	Yes	14605
328	Oncology Times	0276-2234	Yes	21930
329	Oncology Times UK (Closed Frontfile)	1742-8009	Yes	30433
330	Ophthalmic Plastic & Reconstructive Surgery	0740-9303	Yes	14607
331	Optometry and Vision Science	1040-5488	Yes	14608
332	OR Nurse (Closed Frontfile)	1933-3145	Yes	21933
333	Orthopaedic Nursing	0744-6020	Yes	14609
334	OTA International	2574-2167	Open Access	37788
335	Otology & Neurotology	1531-7129	Yes	14610
336	Outcomes Management	1535-2765	Yes	21934
337	Outcomes Management for Nursing Practice	1093-1783	Yes	14611
338	PACEsetterS (Closed Frontfile)	1449-7700	Yes	28067
339	Pain	0304-3959	Yes	32028
340	PAIN Reports	2471-2531	Open Access	33045
341	Pancreas	0885-3177	Yes	14612
342	Pathology Case Reviews	1082-9784	Yes	14613
343	Pediatric Critical Care Medicine	1529-7535	Yes	14614
344	Pediatric Emergency Care	0749-5161	Yes	14615
345	Pediatric Infectious Disease Journal	0891-3668	Yes	14617
346	Pediatric Physical Therapy	0898-5669	Yes	14618
347	Pediatric Quality & Safety	2472-0054	Open Access	33046
348	Pharmacogenetics	0960-314X	Yes	21946
349	Pharmacogenetics and Genomics	1744-6872	Yes	14620
350	Plastic & Reconstructive Surgery	0032-1052	Yes	14621
351	Plastic and Reconstructive Surgery - Global Open	2169-7574	Open Access	30445
352	Plastic Surgical Nursing	0741-5206	Yes	14624
353	Point of Care (Closed FrontFile)	1533-029X	Yes	14625
354	Porto Biomedical Journal	2444-8664	Open Access	36971
355	Postgraduate Obstetrics & Gynecology	0194-3898	Yes	14626
356	Professional Case Management	1932-8087	Yes	21936
357	Progress in Preventive Medicine	2473-294X	Open Access	33047
358	Prosthetics & Orthotics International	0309-3646	Yes	39044

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359	Psychiatric Genetics	0955-8829	Yes	14627
360	Psychopharm Review (Closed Frontfile)	1936-9255	Yes	21937
361	Psychosomatic Medicine	0033-3174	Yes	14628
362	Quality Management in Health Care	1063-8628	Yes	14630
363	Real Living with Multiple Sclerosis (Closed Frontfile)	1079-4220	Yes	14632
364	Rehabilitation Nursing Journal	0278-4807	Yes	36188
365	Rehabilitation Oncology	2168-3808	Yes	32029
366	Retina	0275-004X	No	14633
367	RETINAL Cases & Brief Reports	1935-1089	No	21955
368	Review Course Lectures from the International Anesthesia Research Society (IARS) Annual Meetings	0003-2999	Yes	30446
369	Reviews in Medical Microbiology	0954-139X	Yes	14634
370	Sexually Transmitted Diseases	0148-5717	Yes	14635
371	Shock	1073-2322	Yes	14636
372	Simulation in Healthcare: The Journal of the Society for Simulation in Healthcare	1559-2332	Yes	21939
373	Soil Science - (Closed FrontFile)	0038-075X	Yes	38221
374	Southern Medical Journal	0038-4348	Yes	14638
375	Spine	0362-2436	Yes	14640
376	Spine: Affiliated Society Meeting Abstracts	1548-2545	Yes	21940
377	Sports Medicine & Arthroscopy Review	1062-8592	Yes	14641
378	Strength & Conditioning	1073-6840	Yes	21941
379	Strength & Conditioning Journal	1524-1602	Yes	21942
380	Stroke	0039-2499	Yes	14642
381	Surgical Laparoscopy & Endoscopy	1051-7200	Yes	14644
382	Surgical Laparoscopy, Endoscopy & Percutaneous Techniques	1530-4515	Yes	14645
383	Survey of Anesthesiology (Closed Frontfile)	0039-6206	Yes	14646
384	Techniques in Foot & Ankle Surgery	1536-0644	Yes	14647
385	Techniques in Hand & Upper Extremity Surgery	1089-3393	Yes	14648
386	Techniques in Knee Surgery (Closed Frontfile)	1536-0636	Yes	14649
387	Techniques in Ophthalmology (Closed Frontfile)	1542-1929	Yes	14650
388	Techniques in Orthopaedics	0885-9698	Yes	14651
389	Techniques in Shoulder & Elbow Surgery (Closed Frontfile)	1523-9896	Yes	14652
390	The Journal of Aquatic Physical Therapy	2377-6102	Yes	39045
391	The Journal of Dermatologic Surgery and Oncology	0148-0812	Yes	36964
392	The Journal of Physician Assistant Education	1941-9430	Yes	32026
393	Therapeutic Drug Monitoring	0163-4356	No	14655
394	Topics in Clinical Nutrition	0883-5691	Yes	14656
395	Topics in Emergency Medicine	0164-2340	Yes	14657
396	Topics in Geriatric Rehabilitation	0882-7524	Yes	14658
397	Topics in Language Disorders	0271-8294	Yes	14659
398	Topics in Magnetic Resonance Imaging	0899-3459	Yes	14660
399	Topics in Obstetrics & Gynecology	2380-0216	Yes	32032
400	Topics in Pain Management	2163-8357	Yes	14661
401	Transactions of the ... Meeting of the American Surgical Association	0066-0833	Yes	30447
402	Transactions of the Southern Surgical Association	0891-3633	Yes	30448
403	Translational Journal of the American College of Sports Medicine	2379-2868	Yes	32040
404	Transplantation	0041-1337	Yes	14663
405	Transplantation Direct	2373-8731	Open Access	33048
406	Ultrasound Quarterly	0894-8771	Yes	14664
407	Urology Practice	2352-0779	Yes	36193

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**Detailed list of Licensed Material with publishing rights**

<b>Nr.</b>	<b>Journal Name</b>	<b>ISSN Online</b>	<b>SURF#</b>
1	Annals of Surgery	1528-1140	14374
2	Arteriosclerosis, Thrombosis, and Vascular Biology	1524-4636	14379
3	Circulation	1524-4539	14396
4	Circulation Research	1524-4571	14397
5	Circulation: Arrhythmia and Electrophysiology	1941-3084	26193
6	Circulation: Cardiovascular Genetics	1942-3268	26194
7	Circulation: Cardiovascular Imaging	1942-0080	26195
8	Circulation: Cardiovascular Interventions	1941-7632	26196
9	Circulation: Cardiovascular Quality and Outcomes	1941-7713	26197
10	Circulation: Genomic and Precision Medicine	2574-8300	36178
11	Circulation: Heart Failure	1941-3297	26198
12	Current Opinion in Allergy and Clinical Immunology	1473-6322	14425
13	Current Opinion in Anesthesiology	1473-6500	14426
14	Current Opinion in Cardiology	1531-7080	14427
15	Current Opinion in Clinical Nutrition and Metabolic Care	1473-6519	14428
16	Current Opinion in Critical Care	1531-7072	14429
17	Current Opinion in Endocrinology, Diabetes and Obesity	1752-2978	21898
18	Current Opinion in Gastroenterology	1531-7056	14431
19	Current Opinion in Hematology	1531-7048	14432
20	Current Opinion in HIV and AIDS	1746-6318	14433
21	Current Opinion in Infectious Diseases	1473-6527	14434
22	Current Opinion in Lipidology	1473-6535	14436
23	Current Opinion in Nephrology and Hypertension	1473-6543	14437
24	Current Opinion in Neurology	1473-6551	14438
25	Current Opinion in Oncology	1531-703X	14441
26	Current Opinion in Ophthalmology	1531-7021	14442
27	Current Opinion in Organ Transplantation	1531-7013	14443
28	Current Opinion in Otolaryngology and Head and Neck Surgery	1531-6998	14445
29	Current Opinion in Pediatrics	1531-698X	14446
30	Current Opinion in Psychiatry	1473-6578	14447
31	Current Opinion in Pulmonary Medicine	1531-6971	14449
32	Current Opinion in Rheumatology	1531-6963	14450
33	Current Opinion in Supportive and Palliative Care	1751-4266	21899
34	Current Opinion in Urology	1473-6586	14451
35	Hypertension	1524-4563	14478
36	Journal of Hypertension	1473-5598	14525
37	Journal of Pediatric Gastroenterology and Nutrition	1536-4801	14545
38	Neurology	1526-632X	14582
39	Stroke	1524-4628	14642
40	Therapeutic Drug Monitoring	1536-3694	14655
41	Transplantation	1534-6080	14663

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  - an annual course dealing with use of the Licensed Material for the Contact Person appointed by each Institution;
  - (optional) an annual course dealing with use of the Licensed Material for groups of End-Users;
  - (optional) instruction material;
  - (optional) promotion material.