

WILEY READ AND PUBLISH AGREEMENT

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

WHEREAS:

1. SURF B.V. provides intermediary services to facilitate provision of access to the Electronic Products and the right of authors to publish open access by Wiley to the Member Institutions (as defined below); and
2. SURF B.V. is duly authorized to act on behalf of the Member Institutions listed in Appendix A to this Agreement,

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

A. DEFINITIONS

The following terms shall be deemed to have the meaning as set forth below:

1. **Agreement** - the Agreement between Wiley, the Consortium and the Customers and sets out the terms and conditions under which Wiley will provide the Customers with access to the Electronic Products and Services subscribed to by the Customers and will grant Customers’ authors the right to publish articles on open access basis (the Publishing Privilege as defined in paragraph B.4.) and as specified in the Appendices and Schedules signed by the parties, which are incorporated herein by reference. Each of such Appendices and Schedules is governed by the terms of this Agreement. In the event of any conflict between the terms of an Appendix, Schedule, or any Invoice Agreement Letter (or a written equivalent thereof), on the one hand and the terms of this Agreement on the other hand, the terms of the Appendix, Schedule, Invoice Agreement Letter (or written equivalent thereof) will govern.
2. **Article Publication Charge (APC)** means the charge levied by Wiley on the acceptance of an Eligible Article for publication on an open access basis in Hybrid Journals, the amount of which is dependent on the publication in which such material is published.
3. **Authorized Users** - Those persons who are authorized by the Customer to have access to Wiley Online Library. Authorized Users must be current bona fide faculty members, students, researchers, staff members, librarians, scientific staff, other executives or employees of the Customer, or contractors engaged by the Customer, provided such contractors have been informed of, and agree to abide by, the Terms and Conditions of Use set forth herein and they access Wiley Online Library via the Customer’s Secure Network. Walk-in Users from the general public or business invitees may also be permitted by the Customer to access Wiley Online Library from designated terminals with a Customer-controlled IP address. These designated terminals shall be physically located in libraries or similar physical premises directly controlled by the Customer.

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

The term “Customer” shall be deemed to include each such participating Member Institution in the singular and all such participating Member Institutions, as the case may be, as well as the Consortium signing on their collective behalf. For the avoidance of doubt, when Member Institutions of the Consortium agree in writing to the terms of their participation in this Agreement by executing the Sign-Up Letter in the form attached hereto as Appendix M, they are deemed to be participating parties to this Agreement.

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

3. **Electronic Products** - All products, services and content available in Wiley Online Library shall be deemed included within the definition of Electronic Products. Details specific to the type of electronic products or services licensed hereunder as well as pricing and the Customer’s access rights are provided in the appropriate Appendix. These products and services are defined as follows:

- a. **Licensed Electronic Products** - The electronic (online) editions of Wiley journals and other publications and the content therein, including but not limited to major reference works, Current Protocols laboratory manuals and databases which the Customer has licensed hereunder as specified herein and in the appropriate Appendices.

Licensed Electronic Products are listed in the Appendices as follows:

Appendix B Online Journals
Appendix D Online Reference Works
Appendix F The Cochrane Library
Appendix G Current Protocols
Appendix H Databases
Appendix K AnthroSource

- b. **Licensed Electronic Services** – The electronic features and services in Wiley Online Library available to the Customer and its Authorized Users, as follows.
 1. *EarlyView* – publishes peer reviewed, fully citable articles online as soon as they are ready, before the release of the compiled journal issue.
 2. *Saved Title Alerts* – allows Authorized Users to request and receive via e-mail the tables of contents from any of the journals available online in Wiley Online Library and to receive notification of articles newly published which match specified search criteria.

4. **Eligible Articles** - primary research and review articles, including but not limited to original articles, case studies, reviews, short communications, submitted by Eligible Authors and accepted for publication in a Hybrid Journal.

5. **Eligible Author(s)** means authors: (i) who are affiliated with a Member Institution, including but not limited to: researchers, teaching staff, and students; (ii) who are designated as one of the corresponding authors within Wiley’s workflow; (iii) who have signed one of the then-current open access publishing agreements used by the Publisher to publish an article Open Access; and (iv) for whom a Member Institution has confirmed the author’s affiliation. For the avoidance of doubt, it is the sole responsibility of the Member Institution to verify if an author is an Eligible Author. If the Member Institution confirmed the affiliation of an author with respect to an article, this author will be deemed an Eligible Author.
6. **Hybrid Journals** means subscription journals published by Wiley that offer authors the option to publish papers on an open access basis.
7. **Institutional Account List** means the list of institutional account holders Wiley publishes on <https://authorservices.wiley.com/author-resources/Journal-Authors/open-access/affiliation-policies-payments/institutional-funder-payments.html>.
8. **Intellectual Property Rights** - These rights include, without limitation, patents, trademarks, trade names, design rights, copyright (including rights in computer software), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, which may subsist anywhere in the world.
9. **License Fee** - The total amount of charge(s) payable for the Licensed Electronic Products as set forth in Appendix D.
10. **Publishing Privilege Fee** – The amount of charge(s) payable for the Publishing Privilege as set forth in Appendix X.
11. **Personal Data** -Personal data regarding Authorized Users and employees/students of Member Institutions, as defined in Article 4, Regulation (EU) 2016/679 (General Data Protection Regulation).
12. **Secure Network** - the network which provides access to Wiley Online Library for Authorized Users via the specific Customer’s authentication method and valid parameters which are covered by this Agreement and set forth in Appendix A. In addition to the methods set forth in Appendix A, Wiley will enable federated authentication through Shibboleth Federation and OpenAthens using Customer’s access federation and entity ID if such information is available to Wiley.
13. **Wiley Online Library** - The online service (or any successor thereto) available from Wiley including all products, services and features offered via the service. Certain products and services under this Agreement may be delivered from other platforms as noted in the Appendices. The terms and conditions hereof are equally applicable to those products and services.
14. **WOAA** - the Wiley Open Access Account held by the Customer or the Consortium for the purposes of administering open access workflows in Wiley’s Hybrid Journals.

B. ACCESS PRIVILEGES

1. Wiley grants to the Customer and its Authorized Users, during the Term as defined below, a non-exclusive, non-transferable right and license to access, via Wiley Online Library, the full text and other material such as datasets published online in Wiley Online Library for the Licensed Electronic Products as listed in the Appendices attached hereto as may be amended from time to time on the Terms and Conditions of Use described below.
2. Authorized Users will have access to all available tables of contents, article abstracts, chapter summaries and associated websites for all Electronic Products on Wiley Online Library.
3. The Customer grants access to Wiley Online Library only to Authorized Users as defined herein. The number of the Authorized Users who may simultaneously access Wiley Online Library is unlimited.
4. Wiley grants Eligible Authors during the Term, as defined below, a non-transferable right to publish Eligible Articles on an open access basis (the “Publishing Privilege”) in Wiley’s Hybrid Journals as provided in Appendix C and Appendix C (1): List of Hybrid Journals. For the avoidance of doubt, the Publishing Privilege will only apply to Eligible Articles. Eligible Authors publishing Eligible Articles open access will be required to sign the then-current open access publishing agreement provided by Wiley.
5. The Customer acknowledges that the Electronic Products and Wiley Online Library and the Intellectual Property Rights contained therein are protected by law. All rights not specifically licensed herein to the Customer are expressly reserved by Wiley. The contents of Wiley Online Library and the Electronic Products are solely for the personal, non-commercial use of the Authorized Users.
6. All Authorized Users are bound by the Terms of Use which are available at <https://onlinelibrary.wiley.com/terms-and-conditions>. Wiley reserves the right to modify such Terms of Use as described therein.
7. Upon termination of this Agreement and where Wiley has the right to deliver, Wiley will provide the Customer with perpetual access to specific content from certain Licensed Electronic Products as stated in the relevant Appendix. When such perpetual access is provided, Wiley, in its discretion, will either continue online access to the same material excluding any enhancements added to the version originally published, or provide an archival copy in the electronic medium selected by Wiley and subject to the security requirements. Where Wiley has the right to deliver, Wiley will provide perpetual access rights for take-over titles included in the Database during the Term of this Agreement. By providing such perpetual access, Wiley grants to the Customer a non-exclusive, royalty-free license to use such material in accordance with the restrictions on use specified in paragraph C. (Terms and Conditions of Use) of this Agreement, which survive any termination of the Agreement.
 - a. Wiley shall designate both Portico and CLOCKSS as third-party providers of perpetual access to the Licensed Electronic Products. The Customers may access the Licensed Electronic Products on either Portico’s or CLOCKSS’ server, or another third-party provider designated by Wiley solely in the event of a Trigger Event (as defined below in B.7.a.v.), provided:
 - i. Wiley continues to designate Portico, CLOCKSS or such third party as a provider;
 - ii. the Licensed Electronic Products are available on Portico, CLOCKSS, or such third party;
 - iii. Wiley maintains copyright over the Licensed Electronic Products;

- iv. Portico's, CLOCKSS' or such third party's reasonable procedures for providing access are followed.
- v. "Trigger Event": (i) if Wiley makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or for reorganization or rearrangement under the bankruptcy laws, or if a petition in bankruptcy is filed against it and is not dismissed within 60 days after the filing, or if a receiver or trustee is appointed for the property or assets of Wiley or an equivalent or similar event or proceeding occurs in any jurisdiction, or ceases its scholarly publication operations; or (ii) downtime of Wiley Online Library and/or a total loss of access by the Customer to the Licensed Electronic Products for at least 30 days.

C. TERMS AND CONDITIONS OF USE

1. The rights and restrictions governing access to Wiley Online Library and the Electronic Products by the Customer and its Authorized Users are outlined below.
 - a. Authorized Users may download, search, retrieve, display and view, copy and save to a Secure Network or other electronic storage media and store or print out single copies of individual articles, chapters or entries in the Licensed Electronic Products for the Authorized User's own personal use, scholarly, educational or scientific research or internal business use. Authorized Users may also transmit such material to a third-party colleague in hard copy or electronically, for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale, systematic distribution, e.g. posting on a listserv, network (including distribution through social networking websites and scholarly collaboration networks, except for those that have agreed to Wiley's Article Sharing Policy found here: <https://onlinelibrary.wiley.com/researchers/tools-resources/article-sharing> and solely in accordance therewith) or automated delivery, or for any other use. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from individual articles, chapters or other entries from the Licensed Electronic Products in the Authorized User's own scientific, scholarly and educational works such as books and articles.
 - b. All Authorized Users have the option to create a My Profile Page which will allow them to create data files and links to articles, chapters and entries of interest in the Licensed Electronic Products, and search criteria which may be reused by them. In order to do so, the Authorized User will have to select and register a user name and password which the Authorized User must keep confidential and not disclose to or share with anyone else.
 - c. The Customer and its Authorized Users may create links to Wiley Online Library from their Online Public Access Catalog (OPAC) records, library catalogs, link resolvers, locally hosted databases or library web pages, provided those links are operated by the Customer on a Secure Network, do not result in access to licensed content by anyone other than Authorized Users and are not used in connection with any paid or commercial service or for any other commercial use whatsoever. Authorized Users may search, view, and browse Licensed Electronic Products using the interface provided by Wiley. Automated searching, robotic searching and decompilation are strictly prohibited.
 - d. Authorized Users who are members of the Customer's faculty or staff may download and print out multiple copies of material from Licensed Electronic Products for the purpose of making a multi-source collection of information for classroom use (course-pack) or a virtual learning environment, to be distributed to students at the Customer's institution free of charge or at a cost-based fee. Material from Licensed Electronic Products may also be stored in electronic format in secure electronic data files for access by Authorized Users

- who are students at the Customer's institution, as part of their course work, so long as reasonable access control methods are employed such as user name and password.
- e. The Customer's library staff may supply to another library, upon request by that library, either a single paper copy (by post or fax) or an electronic copy of an individual document from the Licensed Electronic Products, for the purpose of research or private study. The electronic copy must be supplied by secure electronic transmission and must be deleted by the recipient library immediately after printing a paper copy of the document for its user.
 - f. Authorized Users who wish to text and data mine the Licensed Electronic Products for non-commercial purposes may do so by using the CrossRef Text and Data Mining Service <http://tdmsupport.crossref.org/researchers/> and consenting to Wiley's Text and Data Mining Agreement at <http://olabout.wiley.com/WileyCDA/Section/id-826542.html>. A copy of this agreement has been attached in Appendix [INSERT proper reference]
 - g. Authorized Users may download and make copies of the whole or any parts of the Licensed Electronic Products for the purposes of, and to perform and engage in computational analysis (including text and data mining) using the Licensed Electronic Products for the purpose of research and other educational purposes, and to permit Authorized Users to distribute and display the results and otherwise use them (publicly or otherwise). Copies of Licensed Electronic Products made under this clause shall be deleted promptly after the computational analysis has been completed.
2. Except as provided in Paragraph C.1 above or with respect to material published on an open access basis, Authorized Users may not copy, distribute, transmit or otherwise reproduce, sell, or resell material from the Electronic Products; store such material in any form or medium in a retrieval system; or transmit such material, directly or indirectly, for use in any paid service such as document delivery or list serve, or for use by any information brokerage or for systematic distribution, whether or not for commercial or non-profit use, or for a fee or free of charge.
 3. The Customer and its Authorized Users may not remove, obscure or modify any copyright or proprietary notices, author attribution or any disclaimer as they appear on Wiley Online Library. Authorized Users may not integrate material from the Electronic Products with other material or otherwise create derivative works in any medium. However, brief quotations for purposes of comment, criticism or similar scholarly purposes are not prohibited herein.
 4. Authorized Users may not do anything to restrict or inhibit any other Authorized User's access to or use of Wiley Online Library and the Licensed Electronic Products.

5. If an Authorized User fails to abide by these Terms and Conditions of Use or other terms of this Agreement, or a Member Institution hosts an IP address or range of addresses that have been identified as abusive or malicious, Wiley reserves the right in its sole discretion to suspend or terminate access to Wiley Online Library and the Licensed Electronic Products by such Authorized User or IP address(es) immediately without notice, in addition to any other available remedies. Except in the case of a material breach which Wiley deems dangerous to the integrity and security of Wiley Online Library, or for a breach which, if not immediately remedied, is likely in Wiley's opinion to continue to cause damage, Wiley shall give prior written notice to the Customer and the Member Institution of its intention to terminate such access and shall allow the Customer, Member Institution and/or the Authorized User as applicable 30 days after receipt of such notice to cure the breach or agree to abide by the terms and conditions of this Agreement. The Customer and/or the Member Institution shall notify Wiley when malicious credentials associated with offending IP address(es) have been remediated. Wiley shall immediately restore services upon notification that credentials associated with the abusive or malicious activity have been remediated.

D. **FEES AND CHARGES**

1. License Fee, Publishing Privilege Fees, and other charges for online access to the Licensed Electronic Products by the Customer and its Authorized Users, and other services provided by Wiley Online Library, are specified in Appendices attached hereto, and will be due as set forth in the relevant invoice, including where required by law, any applicable taxes.
2. Invoices will be submitted no earlier than two months before the start of the Term of this Agreement as defined in paragraph G. Unless otherwise agreed, invoices will not charge for periods longer than one calendar year.
3. SURF will effectuate payment to Publisher for the amount of the relevant invoice referred to in sub clause 2 of the present clause D within 30 days of receiving the invoice. For the first year of this Agreement the term will be 60 days. 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.
4. If SURF B.V. fails to pay any invoice on the date it is due, Wiley is entitled to receive payment from the relevant Member Institution(s) for the relevant portion of the License Fee and the Publishing Privilege Fee and the relevant Member Institutions are responsible for such payments.
5. The Customer is responsible for any charges associated with accessing Wiley Online Library and the Licensed Electronic Products, including, but not limited to, any computer equipment, telephone or Internet connections, and access software.
6. The Customer is responsible for ensuring that any third party authorized by the Customer to make payments on its behalf shall promptly pay Wiley the full amounts due under this Agreement. The Consortium is responsible for ensuring compliance by the Member Institutions.
7. Wiley will annually send the Customer an Invoice Agreement Letter (IAL), which may be accompanied by an updated Product Appendix(ces).
 - 7.a The Fees for the period set forth in the IAL are applicable and due upon either of the following:
 - 7.a.i. the Customer's signature on the annual IAL; or
 - 7.a.ii. the Customer's signature of the Product Appendix(ces) accompanying the annual IAL; or
 - 7.a.iii. the Customer's written acceptance of the annual fees via email, or
 - 7.a.iv. access enablement by Wiley to the Licensed Electronic Products based on 7.a.i, 7.a.ii, or 7.a.iii; or
 - 7.a.v. the Customer's payment of fees set forth in 7.a.i, 7.a.ii, or 7.a.iii.

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

E. **MUTUAL OBLIGATIONS**

1. Wiley will:

- a. make reasonable efforts to ensure uninterrupted online access to and continuous availability of the Licensed Electronic Products to Authorized Users in accordance with this Agreement, and to restore access to such Licensed Electronic Products as promptly as possible in the event of an interruption or suspension of the Wiley Online Library service which is not attributable to any third-party service provider over which Wiley has no control (e.g., an Internet or telecommunications service provider);
- b. provide aggregate usage statistics to the Customer which are compliant with COUNTER Codes of Practice or conform to the then-prevailing industry standard (except as otherwise specified in the attached Appendices) about the use of the Licensed Electronic Products by the Customer's Authorized Users, consistent with applicable privacy laws and confidentiality requirements;
- c. use best efforts to comply with the Code of Practice of Project Transfer relating to the transfer of titles between publishers (<https://www.niso.org/standards-committees/transfer>);
- d. publish on an open access basis Eligible Articles submitted by Eligible Authors who have selected the open access option in the workflow provided by Wiley, subject to the terms set forth in Appendix C.

2. The Customer will:

- a. take all reasonable measures to inform Authorized Users of the Terms and Conditions of Use governing access to Wiley Online Library and to emphasize to such Authorized Users the need to comply with whatever restrictions on access, use, reproduction and transmission are included therein;
- b. make access available to Authorized Users only through the Customer's Secure Network and from valid IP addresses or other secure authentication methods as described in the appropriate Appendix; undertake reasonable measures within its control to prevent access to and improper use of the Licensed Electronic Products and Wiley Online Library by unauthorized persons (including without limitation using the most current patches, regularly scanning the Secure Network for vulnerabilities, and regularly monitoring the proxy logs for unauthorized user access (such as multiple logins using the same id, high volume downloads, and tracking/blocking automated traffic)); and take responsibility for remediating all issues uncovered and for terminating any unauthorized access of which it has actual notice or knowledge;
- c. provide Wiley with information about the Customer's IP addresses which can be used by Wiley to authenticate Authorized Users. The Customer represents that all such IP addresses shall be limited to the Customer's Secure Network and shall be listed in Appendix A as updated from time to time. The Customer shall be responsible for ensuring that all IP addresses on Appendix A or otherwise provided to Wiley correspond with the Customer's IP addresses and are limited to the physical addresses specified in this Agreement. Without limiting the Customer's obligations hereunder or Wiley's rights and remedies in the event

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

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

F. **PRIVACY AND DATA PROTECTION POLICY**

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

G. **TERM AND TERMINATION**

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

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

H. **WARRANTY AND DISCLAIMERS BY WILEY**

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

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

I. CONFIDENTIALITY PROVISIONS

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

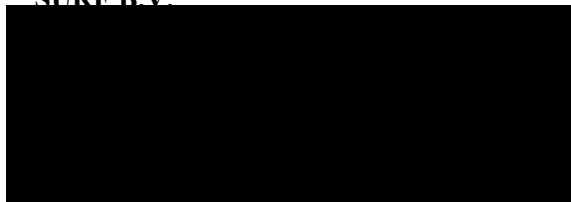
J. GENERAL PROVISIONS

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

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

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

AGREED AND ACCEPTED
SURE B.V.



Title: COO, member of the board

JOHN WILEY & SONS, INC.



Title: Vice President, Library Sales

APPENDIX A – THE CUSTOMER

Name of the Customer: SURF B.V.

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

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

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

The following are constituent members of the SURF Consortium:

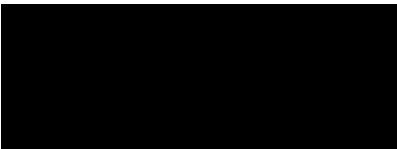
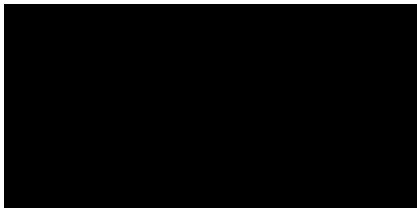
PARTICIPATING SURF MEMBERS:

Listing of all addresses for the Customer:

VSNU UNIVERSITIES

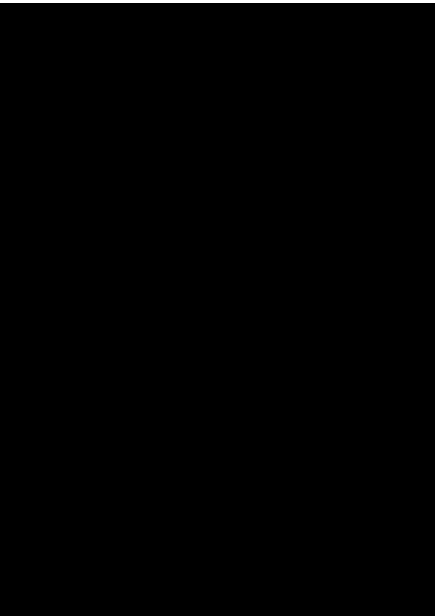
Delft University of Technology

Landbergstraat 15
DELFT 2628 CE



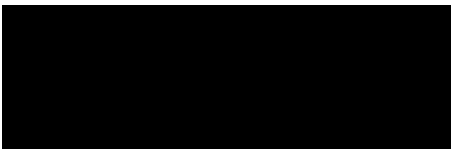
Leiden University

Einsteinweg 2
LEIDEN 2300 AD



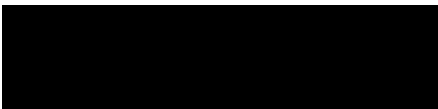
Eindhoven University of Technology

Den Dolech 2
EINDHOVEN 5612 AZ



Erasmus University Rotterdam

Burgemeester Oudlaan 50
ROTTERDAM 3062 PA





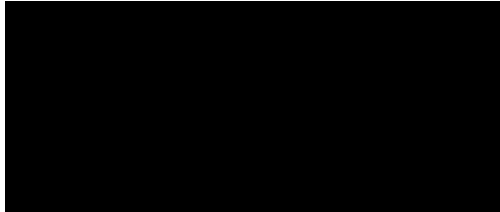
Maastricht University

Postbus 616
MAASTRICHT 6211 LK



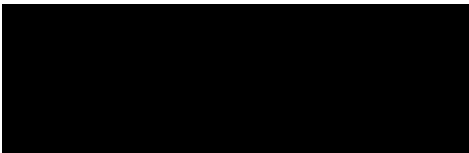
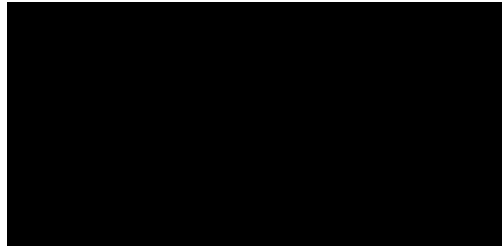
University of Groningen

Postbus 559
GRONINGEN 9700 AN



Open University

Postbus 616
Maastricht 6200 MD

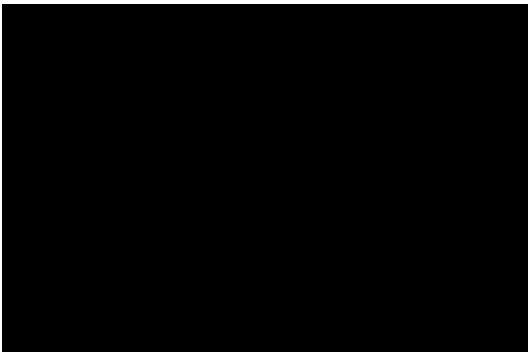
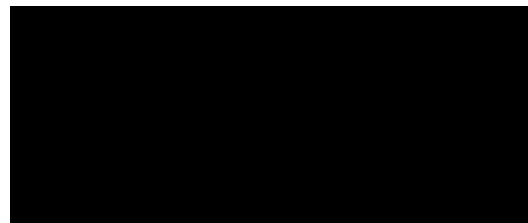


University Of Twente

Drienerlolaan 5
ENSCHEDA 7522 NB

Radboud University

Comeniuslaan 4
NIJMEGEN 6525 HP

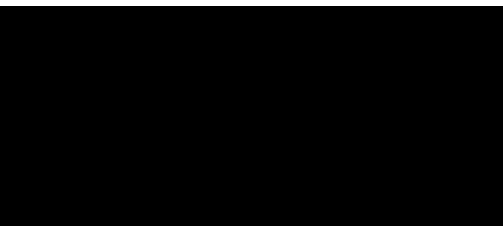
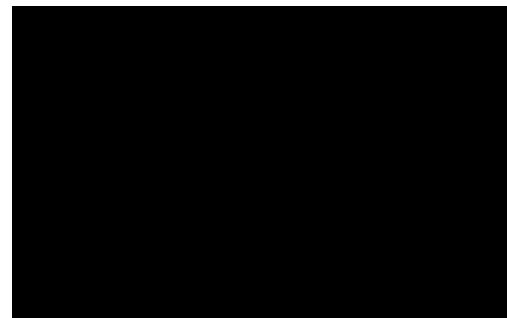


Utrecht University

Cambridgelaan 106
UTRECHT 3584 CE

Tilburg University

Warandelaan 2
TILBURG 5037 AB

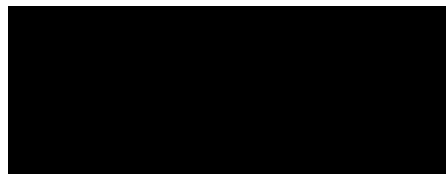


Vrije Universiteit Amsterdam

Universiteitsbibliotheek Vrije Universiteit
AMSTERDAM 1081 HV

University of Amsterdam

Spui 21
AMSTERDAM 1012 WX



WAGENINGEN 6703 HB



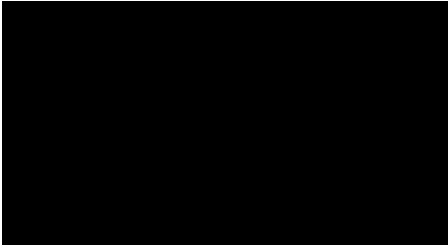
Wageningen University & Research
Dreijenplein 2

NON-VSNU INSTITUTES

Aeres Hogeschool
De Drieslag 4
DRONTEN 8251 JZ



Christelijke Hogeschool Windesheim
Campus 2-4-6
ZWOLLE 8017 CA



Avans Hogeschool
Postbus 90116
Breda 4800 RA




De Haagse Hogeschool
Johanna Westerdijkplein 75
'S-GRAVENHAGE 2521 EN



Breda University Of Applied Sciences
Mgr. Hopmansstraat 2
BREDA 4817 JS



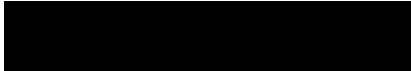
Fontys Hogescholen
Rachelsmolen 1
EINDHOVEN 5612 MA



Centrum Wiskunde En Informatica
Postbus 94079
AMSTERDAM 1090 GB



Hanzehogeschool Groningen
Postbus 751
GRONINGEN 9700 AT



Christelijke Hogeschool Ede
Oude Kerkweg 100
EDE 6717 JS


HAS Hogeschool

Onderwijsboulevard 221
'S-HERTOGENBOSCH 5223 DE



Hogeschool Inholland

Bijdorplan 15
HAARLEM 2015 CE



Hogeschool Leiden

Zernikedreef 11
LEIDEN 2333 CK



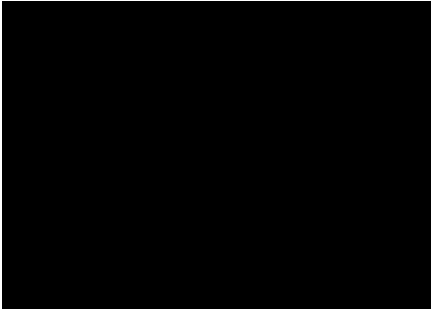
Hogeschool Utrecht

Padualaan 99
UTRECHT 3584 CH



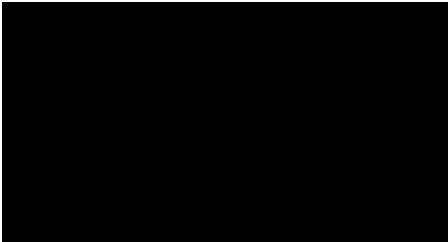
Hogeschool Van Arnhem En Nijmegen

Postbus 5375
ARNHEM 6826 CC



Hogeschool Van Hall Larenstein

Larensteinselaan 26A
VELP 6882 CT



**Koninklijke Nederlandse Akademie Van
Wetenschappen**

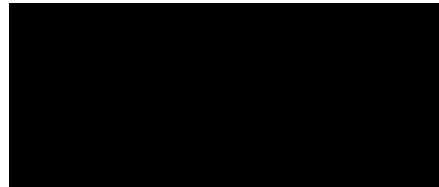
Kloveniersburgwal 29
AMSTERDAM 1011 JV





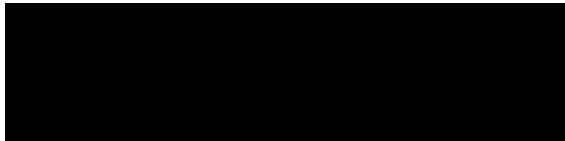
Naturalis Biodiversity Center

Darwinweg 2
LEIDEN 2333 CR



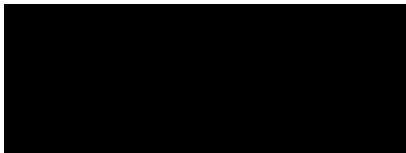
Politieacademie

Arnhemseweg 348
APELDOORN 7334 AC

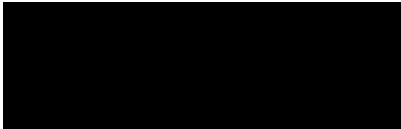


Saxion Hogescholen (Enschede)

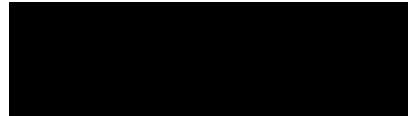
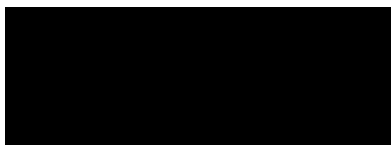
M.H. Tromplaan 28
ENSCHEDA 7513 AB



Agreement Administrator:

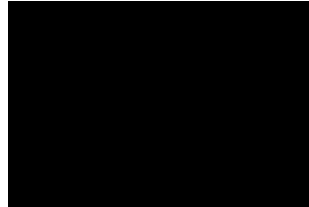


Customer's Technical Contact:



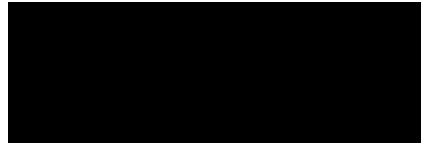
Stichting IHE Delft Institute For Water Education

Westvest 7
DELFT 2611 AX



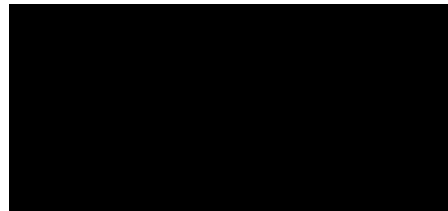
Wittenborg University

Laan van de Mensenrechten 500
APELDOORN 7331 VZ



Zuyd Hogeschool

Nieuw Eyckholt 300
HEERLEN 6419 DJ



NON-UKB MEMBER INSTITUTIONS

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

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

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

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

SIGN-UP LETTER

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

AGREED AND ACCEPTED

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

Authorized Signature: _____

Signatory Name: _____

Signatory Title: _____

Date: _____

APPENDIX B – LICENSED ELECTRONIC JOURNALS – THE DATABASE

Customer: SURF B.V.

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

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

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

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

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

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

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

Customer: SURF B.V.

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

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

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

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

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

(b) Year 2

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

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

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

(c) Year 3

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

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

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

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

APPENDIX C – PUBLISHING PRIVILEGE

1. General.

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

2. Wiley’s Obligations.

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

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

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

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

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

6. Fees.

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

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

APPENDIX D – FEES

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

VSNU Institutions:

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

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

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

Royal Netherlands Academy of Arts and Sciences:

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

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

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

Non-UKB Institutions License Fee:

Year 1 - 2021 License Fee: € 177,264

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

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

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

Customer: SURF

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

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

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

APPENDIX F – THE COCHRANE LIBRARY

Customer: SURF

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

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

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

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

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

APPENDIX G – CURRENT PROTOCOLS

Customer: SURF

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

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

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

APPENDIX H – LICENSED DATABASES – One Time License

Customer: SURF

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

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

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

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

APPENDIX K – ANTHROSOURCE

Customer: SURF

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

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

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

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

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

AGREED AND ACCEPTED
SURE



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