

The undersigned

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

and

IOS Press, with its registered office at Nieuwe Hemweg 6 B, Amsterdam, duly represented in this matter by its Deputy Director, referred to hereinafter as "Publisher";

hereinafter jointly referred to as the "Parties";

Whereas:

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

Declare that they have agreed as follows:

Clause 1: Definitions

- 1.1 **Authentication:** Determination by an Institution of the identity of End-user, whether or not including the Institution to which End-user belongs.
- 1.2 **Authorisation:** the provision of access to online Licensed Material by Publisher.
- 1.3 **Agreement:** the Agreement for Intermediary Services (Licensed Material) and its associated Schedules.
- 1.4 **Contact Persons:** the employees of the Institutions appointed by the Institutions who will maintain contact with SURFmarket in respect of this Agreement.
- 1.5 **Corresponding Author:** the author who is responsible for the submission of an article and who functions as a contact person for the publisher.
- 1.6 **Creative Commons License:** one of several public copyright licenses that enable the free distribution of an otherwise copyrighted work.
- 1.7 **Distribution:** the delivery to Institutions of the Licensed Material in such a way that the Licensed Material can be downloaded by the Institutions or used remotely.
- 1.8 **Documentation:** the description of the Licensed Material.

- 1.9 End-user: a person appointed or employed by the Institution or otherwise authorised in the context of the Institution's operations, as well as a student, external student, course participant registered with the Institution, who is authorised by the Institution pursuant to the Licence Model concluded by the Institution to acquire Rights of Use in respect of the Licensed Material. End-user include third parties but solely within the premises of the Institution.
- 1.10 Enhanced version: a modified version of the Content which functionality is changed or extended.
- 1.11 Hybrid Journals: subscription journals in which some of the articles are open access.
- 1.12 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.
- 1.13 Intermediary Services: the services, specified in the SURFmarket Subscription, to be supplied by SURFmarket in respect of and relating to the concluding and granting of licences between the Institutions and Content providers or Publishers.
- 1.14 Licence Agreement: the agreement regarding the User Right in respect of the Licensed Material that is created between Publisher on the one hand and the Institution on the other via SURFmarket as intermediary. The Licence Agreement is included as Schedule C.
- 1.15 Licence Fee: the charge(s) payable for the Content as agreed by both Parties and which are specified in Schedule B.
- 1.16 Licensed Material: the visual and audio material, databases, and/or other publications deriving from Publisher, specified in Schedule B, that are recorded on and/or contained in electronic data media, or that are made available electronically or in some other electronic form and to which the Institution can acquire a User Right via SURFmarket as intermediary by means of a Licence Agreement.
- 1.17 Market Area: the geographical area where SURFmarket can provide Intermediary specified according to categories of institutions, are given in Schedule A.
- 1.18 Media: the data media on which the Licensed Material is recorded.
- 1.19 New Publications: Journals, datasets or audiovisual material which are released to the market by Publisher but which are not part of the Licensed Material.
- 1.20 Open Access: online research output that is free of all restrictions on access.
- 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 User Rights: the right to use the Licensed Material granted to the Institution by Publisher pursuant to the Licence Agreement.

Clause 2: Subject of the Agreement for Intermediary Services Content

- 2.1 Publisher hereby grants SURFmarket a non-exclusive right, in accordance with the provisions of the Agreement for Intermediary Services Content, to provide Intermediary Services within the Market Area regarding the Licensed Material.

Clause 3: Term of the Agreement for Intermediary Services Content

- 3.1 This Agreement is entered into for a period of three (3) years, commencing on 1 January 2019 and consequently ending on 31 December 2021.

Clause 4: Performance Publisher

- 4.1 Publisher will do everything necessary on its part in the given circumstances to enable SURFmarket to provide the Intermediary Services.

- 4.2 At the request of SURFmarket, Publisher will provide access to Licensed Material in such a way that the necessary Rights of Use can be exercised individually or per group by Institutions, and its Users.
- 4.3 SURFmarket shall provide the Institutions' IP ranges to ensure access to the Licensed Material.

Clause 5: Open access publishing

- 5.1 Authors who are affiliated to the Institution and who identify themselves as Eligible Authors in the course of the Publisher's workflow according to the conditions set out in Attachment C-b are allowed to publish their articles in open access in the journals at no direct costs to them.
- 5.2 The applicable open access publishing terms and conditions are covered in Attachment C-b ("Open Access Publishing").
- 5.3 Parties agree to and evaluate relevant workflows and tools with regard to open access publishing.
- 5.4 Articles are made available under the Creative Commons Attribution Non-Commercial 4.0 License.
- 5.5 If the Agreement between Parties becomes available after the starting date, Parties will agree on publishing articles in Open Access retroactively.
- 5.6 Eligible authors may include and make available the final version (Publisher PDF version) in the institutional repository of the institution and on the personal web pages of the employee concerned.
- 5.7 Publisher will work on providing an automated article upload service to a designated institutional repository.
- 5.8 Publisher will deliver a quarterly report per institute of the articles that have been published in Open Access in hybrid journals in each month. The report gives an overview of the name of the Corresponding Author; Institution; article title; DOI; clickable DOI; journal title; eISSN; print ISSN; OA license applied; date first published online; journal APC; author email.
- 5.9 The report will be delivered within 4 weeks after the end of each quarter.
- 5.10 Publisher will deliver a full report of all articles (open access and otherwise) published by the Institutions over the period 1 January until 30 June and 1 July until 31 December. The report gives an overview of the name of the Corresponding Author; Institution; article title; DOI; clickable DOI; journal title; eISSN; print ISSN; OA license applied; date first published online; journal APC; author email. The report is delivered within 4 weeks after the end of the 6 month periods. The report will be sent to SURFmarket, or an appointed contact person of the Institutions.
- 5.11 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=641bc3f6540b533afee9e7db9edebb6dd5b0ed81

Clause 6: Performance SURFmarket

- 6.1 SURFmarket will act as an intermediary in respect of the creation of Licence Agreements between Institutions and Publisher within the Market Area. In all its actions vis-à-vis Institutions (including potential Institutions), SURFmarket will at all times make clear that it is acting as an independent party. SURFmarket will not do or say anything that may create the impression that SURFmarket's authority to act on behalf of Publisher extends any further than specified in the Agreement for Intermediary Services Content.
- 6.2 SURFmarket will provide Intermediary Services in respect of the Licensed Material, types of Licence Agreements, and Licence Fees specified in Schedule B.
- 6.3 SURFmarket will not be permitted to actively recruit outside the Market Area. Within the Market Area, the Intermediary Services will be restricted to the Institutions.
- 6.4 SURFmarket will not be permitted to extend the number of categories listed in Schedule A without the prior written consent of Publisher. Publisher will not refuse its consent on unreasonable grounds.

- 6.5 SURFmarket undertakes to do or refrain from doing anything that a proper intermediary, acting reasonably and professionally, should do or refrain from doing and to promote the interests of the Parties to the best of its knowledge and ability and in all reasonable sense and fairness.
- 6.6 SURFmarket will not make any statements regarding the functioning or other aspects of the Licensed Material that might be misleading or that SURFmarket knows, or should know, cannot be fulfilled. SURFmarket indemnifies Publisher for any claims for damages asserted by Institutions, its Users (including potential Institutions, and its Users) on the basis of statements or actions on the part of SURFmarket.
- 6.7 SURFmarket will immediately notify Publisher of any deficiencies in the functioning of the Licensed Material and/or of any complaints made by Institutions. SURFmarket will not be authorized, without the written consent of Publisher, to offer solutions to deficiencies to Institutions or to deal with customers' complaints.

Clause 7: Creation of Licence Agreements

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

Clause 8: Limitation of Liability

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

Clause 9: Intellectual Property Rights

- 9.1 SURFmarket will be entitled to make use of Publisher's trademarks, trade names, and other indications of origin to identify the Licensed Material in the context of its work pursuant to the Agreement for Intermediary Services Content.
- 9.2 The intellectual property rights in respect of the Licensed Material will be vested in Publisher. Publisher indemnifies SURFmarket in respect of infringement of its intellectual property rights by third parties.
- 9.3 Parties will not register one another's trademarks, trade names, or other indications of origin (or any other marks or symbols similar to them) and will only use them in the manner indicated by Parties.
- 9.4 SURFmarket will inform Publisher as soon as possible of any infringement of Publisher's trademarks or other intellectual property rights of Publisher due to the use of the Licensed Material, which comes to the attention of SURFmarket. In this connection, SURFmarket will render all reasonable co-operation to Publisher as regards rectifying such infringements.

- 9.5 SURFmarket's right to make use of Publisher's trademarks, trade names, or other indications of origin will terminate by operation of law at the point when this Agreement for Intermediary Services Content is terminated, dissolved, for whatever reason. SURFmarket will ensure, in so far as it is reasonably able, that by terminating or dissolving the Licence Agreement, the Institution will observe the termination of the Rights of Use.
- 9.6 SURFmarket will be entitled to refer to itself in respect of the Licensed Material as an authorised intermediary of Publisher.
- 9.7 SURFmarket will ensure, insofar as it is reasonably able, that Institutions observe the obligations imposed on them by the provisions of the Licence Agreement. Should it appear that an Institution does not comply with some or all of the obligations specified in this Agreement, SURFmarket will immediately inform Publisher, after which Publisher may take measures itself. SURFmarket will render all necessary assistance in this respect.

Clause 10: Licensed Material, Licence models and Licence Fees

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

Clause 11: Reporting and Invoicing

- 11.1 The (collective) invoice for the Rights of Use to be granted by Publisher to the Institution pursuant to a Licence Agreement will be submitted only to SURFmarket for payment and after subscription to the product.
- 11.2 Invoices will be submitted no earlier than two months before the start of the period charged. Unless agreed otherwise, invoices will not charge for periods longer than one year.
- 11.3 SURFmarket will effectuate payment to Publisher of the amount of the invoice referred to in sub clause 1 of the present clause within 60 days of receiving the invoice. When paying an invoice, SURFmarket will not be entitled to invoke any discount, deduction, compensation, or postponement whatsoever other than as provided for in this Agreement. SURFmarket will be allowed to pay in instalments.
- 11.4 Should SURFmarket fail to effectuate payment of the amount owing to Publisher on time, Publisher will give SURFmarket written notice of default, granting SURFmarket a reasonable period in which to comply with its payment obligation. Upon that period expiring, SURFmarket will be deemed to be in default by operation of law. Publisher will be entitled to charge the then applicable rate of statutory interest on any payment that is not paid on time. Said interest will be calculated from the day on which SURFmarket legally fell into default until the day on which the amount owing is received.

Clause 12: Delivery of Licensed Material

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

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

Clause 13: Guarantee

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

Clause 14: Long term preservation and continuous access

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

- 14.4 Continuous access in case of transfer of a journal title:
Publisher will use commercially reasonable efforts to ensure that any journal transfers are consistent with the Code of Practice of Project Transfer. Publisher will adjust the Licence Fee for the value of the corresponding part of the Licensed Material for the remaining term of the Licence Agreement.

Clause 15: Premature termination or dissolution

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

Clause 16: Termination of the Service

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

Clause 17: Indivisibility of Agreement for Intermediary Services Content

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

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

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

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

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

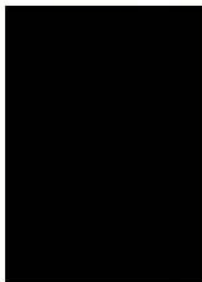
Clause 18: General


- 18.1 Any general terms and conditions of delivery and/or payment and any other general or particular terms and conditions applied by Publisher will not apply and are hereby expressly rejected.
- 18.2 All notifications made by Parties to one another pursuant to this Agreement for Intermediary Services Content will be made in writing or by e-mail. Oral statements, undertakings, or arrangements will have no legal effect unless confirmed in writing or by e mail.
- 18.3 Each Party will appoint an employee authorised to represent the Party in the context of this Agreement for Intermediary Services Content.
- 18.4 If Parties agree on new conditions and provisions, these will be considered to replace the conditions and provisions of the present Agreement for Intermediary Services Content and the new conditions and provisions will constitute as the Agreement for Intermediary Services Content.
- 18.5 Any dispute arising between Parties in respect of this Agreement for Intermediary Services Content will be submitted to the competent court in the court district of Utrecht, The Netherlands, for adjudication.
- 18.6 Parties may agree that, in deviation from what is provided in the previous sub clause, a dispute will be made subject to arbitration in accordance with the conditions of the Netherlands Arbitration 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.
- 18.7 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.
- 18.8 This Agreement for Intermediary Services Content and the Licence Agreement that is to be concluded will be subject to Dutch law.

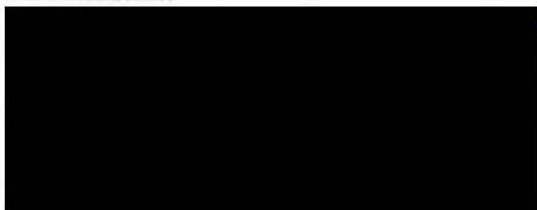
Thus agreed and signed

in: Utrecht, The Netherlands

on: March 22, 2019




SURFmarket B.V.



IOS Press

- 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: Text and Datamining.

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Schedule A

Categories of Institutions

Market Area Kingdom of the Netherlands:

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

Market Area Kingdom of Belgium:

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

Fout! De hyperlinkverwijzing is ongeldig. For an up-to-date list, please go to the SURFmarket website (<https://www.surf.nl/en/about-surf/subsidiaries/surfmarket/organisations.html>).



Schedule B

Description of Licensed Material, with prices and licence models

Licensed Material: IOS Press Online Journals Read and Publish

Institution	2019	2020	2021
EUR Erasmus University			
KB Royal Library			
OU Open University			
RU Radboud University			
RUG Rijksuniversiteit Groningen			
TUD Technical University Delft			
TUE Technical University Eindhoven			
UL University Leiden			
UM University Maastricht			
UT Technical University Twente			
UU University Utrecht			
UVA University of Amsterdam			
UVT Tilburg University			
VU Free University			
WUR Wageningen University & Research			
	€ 44.000	€ 44.000	€ 44.000

Reading rights for IOS Press Online Journals for

Hogeschool Zuyd

Explanation of types of Licence Agreement and Licence Fees

In return for paying an annual Licence Fee, the Institution will be granted the Usage and the Publishing Rights for the Licensed Material and for all IOS Press Online Journals. Hogeschool Zuyd only has Reading Rights.

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

- Consortium Licence: Licence model including the right to use content for a (closed) group of institutions;
- All Corresponding authors from the UKB Institutions which are listed in the overview here can publish articles in Open Access for free in all IOS Press journals.

Conditions

1. IOS Press Online Journals comprises access to all available journals at <https://www.iospress.nl/catalogue/journals/> including their backfiles. For a detailed list of all titles available at the start of the agreement see Schedule C-b;
2. The Licence Fee is based on the Read and Publish rights for all journals of IOS Press. The agreed total amount for the 10 participating UKB institutions is € 44.000,- and the institutions will be charged according to the cost model of the UKB. Hogeschool Zuyd pays a special price for only the Reading rights.



3. The licence year for this agreement is set to start on January 1st and expires December 31st;
4. The Licence Fees for 2020 and 2021 will not be increased as agreed with the publisher;
5. If the licence is acquired in the course of a licence year, the Licence Fee will be paid proportionately (per month);
6. Prices are in Euro, exclusive of VAT;
7. Other SURFmarket members can join the Licence Agreement at a fee to be determined by Publisher.

Handwritten initials in black ink, appearing to be "Y PL".



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

IOS Press, with its registered office at Nieuwe Hemweg 6 B, Amsterdam, duly represented in this matter by its Deputy Director, referred to hereinafter as "Publisher";

hereinafter jointly referred to as the "Parties";

Whereas:

- Publisher has concluded an agreement regarding the Licensed Material with SURFmarket B.V. (referred to hereinafter as "SURFmarket") in January 2019 with a view to SURFmarket providing the Licence Agreement, access to the Licensed Material, invoicing and collection in respect of Licence Fee for the registered Rights of Use, all with respect to educational and research institutions and equivalent institutions (referred to hereinafter as "Agreement for Intermediary Services Content");
- Publisher is prepared to grant the Institution a non-exclusive and non-transferable User Right in respect of the Licensed Material for its Users for the period when the present Agreement is valid, under the terms and conditions and provisions set forth below. The said User Right also covers the Media associated with the Licensed Material;
- Publisher and the Institution are aware that the Licensed Material to be made available to the Institution shall remain the property of Publisher or the relevant third party if Publisher is not the owner and that the Media to the Licensed Material shall only be provided to the Institution with the intellectual property rights accruing to Publisher in respect of the Licensed Material and the said Media and Documentation being retained;
- In making the above mentioned Licensed Material available to Users, the Institution shall ensure that the said Users do not infringe the intellectual property rights in respect of the said items.

Declare that they have agreed as follows:

Clause 1: Definitions

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



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

Clause 2: Subject of the Agreement

- 2.1 Users at the Institution shall acquire the Rights of Use regarding the Licensed Material in accordance with the provisions of the Agreement if the use made of the Licensed Material takes place manifestly in the interest of the educational activities and/or research carried out by the Institution. Use of the Licensed Material shall be permitted solely for non-commercial purposes. Use of the Licensed Material is not subject to any restrictions regarding the number of (simultaneous) Users.
- 2.2 In the context of use of the Licensed Material, the Institution shall be entitled to use an introductory screen displaying its own logo or the logo of its library when giving access to the Licensed Material.



- 2.3 Unless specified otherwise by the Institution, the Agreement shall take effect on the date it is signed. Before the Agreement takes effect, the text of the Agreement will be made available to the Institution in such a way the Agreement can be stored by the Institution on a durable medium.
- 2.4 Without prejudice to the provisions set out in Clause 10 the Agreement shall terminate on December 31st 2021 or on the date of termination of the Agreement for Intermediary Services Content referred to in the preamble to the Agreement.
- 2.5 The Publisher hereby grants to the Institution, subject to and in accordance with the terms of the Agreement, a non-exclusive licence for the metadata associated with the Licensed Material for use in local library catalogues, union catalogues, and such other library and information systems including but not limited to search machines of the Institution and third parties. The use of metadata by commercial search machines does not constitute commercial use as long as that metadata is not sold, lent, distributed or otherwise re-licensed via that search machine or the access to that metadata on that search machine is exclusively being charged for.

Clause 3: Creation of the Agreement

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

Clause 4: Intellectual Property Rights

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

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

- 5.1 On signing this Agreement, the Institution shall indicate which of the Licensed Material, types of Licence Agreement, and Licence Fees specified in Schedule C-a it will use.
- 5.2 The date for establishing the number of students at each Institution shall be based on the most recently available official external figures provided by the Institution to SURFmarket (in the form of annual accounts approved by the auditors or auditor's statement).
- 5.3 If Publisher brings New Publications onto the market, Parties shall consult with one another regarding whether the said New Publications are to be included in the Licensed Material pursuant to the Agreement.

Clause 6: Invoicing

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

Clause 7: Support

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

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Clause 8: Rights of Use

8.1 Publisher grants the Institution and its Users the following Rights of Use:

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

Clause 9: Responsibilities

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

Clause 10: Notice of Default

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

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- 10.2 A breach such as referred to in Clause 10.1 or a situation in which the Institution fails to comply with, fails to comply with completely, or fails to comply properly with any other obligation arising from this Agreement, or acts contrary to such obligation, shall entitle Publisher – after Publisher has notified the Institution in writing of the breach, setting a reasonable term for compliance with the relevant obligation – to consider the Agreement to have been dissolved, without any further warning being required.

Clause 11: Privacy

- 11.1 Institutions are responsible for the processing of data within the intention of the Data Protection Act. Publisher processes Institution Data and in doing so is required to process Institutions Data in a proper and careful manner. Amongst other things, Publisher is required to process the Institution Data in accordance with the provisions of the Data Protection Act.
- 11.2 Publisher will only process the Institution Data at the behest of and in accordance with the instructions of SURFmarket or the Institution, which will include the provisions of this Agreement for Intermediary Services Content. Publisher may not use the Institution Data for its own purposes.
- 11.3 Unless statutory provisions provide otherwise, Publisher is not entitled, at any time, to utilise some or all of the Institution Data that is made available to the Publisher than for performance of this Agreement for Intermediary Services Content, or to cause it to be so utilised.
- 11.4 Publisher will not allow access third parties to the Institution Data without the consent of SURFmarket or the Institution.
- 11.5 Publisher will process the Institution Data only within the European Union or in a country with an appropriate level of protection.
- 11.6 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 12: Security

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

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Clause 13: Termination or Dissolution

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

Clause 14: Scope of Agreement

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

Clause 15: Supplementary Provisions

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



Thus agreed and signed

in _____

on _____

<Name of Institution>

IOS Press

Schedules

- C-a. Licensed Material, Types of Licence, and Licence Fees;
- C-b. Terms and Conditions for Open Access Publishing for Authors;
- C-c. Support;
- C-d. Detailed list of Licensed Material with access rights;
- C-e. Detailed list of Licensed Material with publishing rights.

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Schedule C-a

Licensed Material, Types of Licence, and Licence Fees

Licensed Material: IOS Press Online Journals Read and Publish

Institution	2019	2020	2021
EUR Erasmus University			
KB Royal Library			
OU Open University			
RU Radboud University			
RUG Rijksuniversiteit Groningen			
TUD Technical University Delft			
TUE Technical University Eindhoven			
UL University Leiden			
UM University Maastricht			
UT Technical University Twente			
UU University Utrecht			
UVA University of Amsterdam			
UVT Tilburg University			
VU Free University			
WUR Wageningen University & Research			
	€ 44.000	€ 44.000	€ 44.000

Reading rights for IOS Press Online Journals for

Hogeschool Zuyd

Explanation of types of Licence Agreement and Licence Fees

In return for paying an annual Licence Fee, the Institution will be granted the Usage and the Publishing Rights for the Licensed Material and for all IOS Press Online Journals. Hogeschool Zuyd only has Reading Rights.

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

- Consortium Licence: Licence model including the right to use content for a (closed) group of institutions;
- All Corresponding authors from the UKB Institutions which are listed in the overview here can publish articles in Open Access for free in all IOS Press journals.

Conditions

1. IOS Press Online Journals comprises access to all available journals at <https://www.iospress.nl/catalogue/journals/> including their backfiles. For a detailed list of all titles available at the start of the agreement see Schedule C-d;
2. The Licence Fee is based on the Read and Publish rights for all journals of IOS Press. The agreed total amount for the 10 participating UKB institutions is € 44.000,- and the institutions will be charged according to the cost model of the UKB. Hogeschool Zuyd pays a special price for only the Reading rights.



3. The licence year for this agreement is set to start on January 1st and expires December 31st;
4. The Licence Fees for 2020 and 2021 will not be increased as agreed with the publisher;
5. If the licence is acquired in the course of a licence year, the Licence Fee will be paid proportionately (per month);
6. Prices are in Euro, exclusive of VAT;
7. Other SURFmarket members can join the Licence Agreement at a fee to be determined by Publisher.

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Schedule C-b

Terms and Conditions for Open Access Publishing for Authors

1. Eligible authors

Eligible Authors are defined as 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.

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

Authors are only eligible once they have signed the then current open access publishing agreement with Publisher. Currently this agreement refers to the Creative Commons Attribution Non-Commercial 4.0 License

2. Eligible Article Types

All article types are included in the service.

3. The parties' obligations

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

- Publisher shall not levy article processing charges directly on Authors who have identified themselves and whose eligibility has been verified;
- Publisher shall list and include the Institutions in the publishing process, enabling Authors to identify themselves as such;
- Articles will be selected for publication in Open Access by default
 1. if the email address is part of the list of domain names of the Institutions and the affiliation to the Institution is recognised, or
 2. if the IP range of the Corresponding author is part of the collective IP ranges of the Institutions, or
 3. if the author has been identified by ORCID as an Eligible Author.
- The publisher shall provide clear information for authors on the Open Access regulations of this Agreement on the publisher's public website as well as on the submission page for Authors.
- Authors will be deemed Affiliated Authors if the email address they provide to the Publisher is part of the list of domain names of the Institutions provided in Appendix 1 or if the Address they provide to the Publisher contains one of more of the common variations provided in Appendix 2.
- If an author has not submitted an article for publishing in open access, the Institution will be able to request the article to be published in open access until twelve months after acceptance.
- The default is Open Access. When articles are accepted for publishing and the author is given a choice, the Publisher will clearly indicate that Open Access is the default option of the funding body.
- The parties might change this identifying process and amend this Agreement accordingly, when the changes and amendments are agreed by both parties.

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Schedule C-c

Support

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

The support provided by Publisher shall consist of:

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

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Schedule C-d-e

Detailed list of Licensed Material with access rights and with publishing rights (Read and Publish Rights)

Name	Online Issn/Isbn	Subject/Category
Advances in Neuroimmune Biology	1878-9498	Medicine and Health
AI Communications	1875-8452	Computer & Communication Sciences
Algorithmic Finance	2157-6203	Business and Management
Analytical Cellular Pathology *)	2210-7185	Medicine and Health
Applied Bionics and Biomechanics *)	1754-2103	Medicine and Health
Applied Ontology	1875-8533	Computer & Communication Sciences
Argument & Computation	1946-2174	Computer & Communication Sciences
Asian Journal of Water, Environment and Pollution	1875-8568	Environmental & Energy Sciences
Asymptotic Analysis	1875-8576	Mathematics
Behavioural Neurology *)	1875-8584	Medicine and Health
BioFactors *)	1872-8081	Life Sciences
Bio-Medical Materials and Engineering	1878-3619	Medicine and Health
Biomedical Spectroscopy and Imaging	2212-8808	Medicine and Health
Biorheology	1878-5034	Life Sciences
Bladder Cancer	2352-3735	Medicine and Health
Brain Plasticity	2213-6312	Medicine and Health
Breast Disease	1558-1551	Medicine and Health
Bridge Structures - Assessment, Design & Construction	1744-8999	Engineering and Technology
Cancer Biomarkers	1875-8592	Medicine and Health
Cheminformatics *)	1875-8614	Medicine and Health
Climate law *)	1878-6561	Environmental & Energy Sciences
Clinical Hemorheology and Microcirculation	1875-8622	Medicine and Health
Computability	2211-3576	Computer Science
Data Science	2451-8492	Computer Science
Disease Markers *)	1875-8630	Life Sciences
Education for Information	1875-8649	Social & Information Sciences
Electronic Journal of Pathology and Histology *)		Medicine and Health
Environmental Policy and Law	1878-5395	Environmental & Energy Sciences
Fundamenta Informaticae	1875-8681	Computer & Communication Sciences
Human Antibodies	1875-869X	Medicine and Health

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Name	Online Issn/Isbn	Subject/Category
Human Systems Management	1875-8703	Social & Information Sciences
ICGA: International Computer Games Association Journal	2468-2438	Computer & Communication Sciences
In Silico Biology	1434-3207	Medicine and Health
Informatica	1822-8844	Computer & Communication Sciences
Information Infrastructure and Policy *)	1875-8738	Social & Information Sciences
Information Polity	1875-8754	Social & Information Sciences
Information Services and Use	1875-8789	Social & Information Sciences
Information Technology for Development *)		Computer & Communication Sciences
Information, Knowledge, Systems Management *)	1875-8762	Social & Information Sciences
Integrated Computer-Aided Engineering	1875-8835	Computer & Communication Sciences
Intelligent Data Analysis	1571-4128	Computer & Communication Sciences
Intelligent Decision Technologies	1875-8843	Computer & Communication Sciences
Intelligenza Artificiale	2211-0097	Computer & Communication Sciences
International Journal of Applied Electromagnetics and Mechanics	1875-8800	Materials Science
International Journal of Artificial Intelligence in Education *)	1560-4306	Computer & Communication Sciences
International Journal of Developmental Science	2191-7485	Medicine and Health
International Journal of Hybrid Intelligent Systems	1875-8819	Computer & Communication Sciences
International Journal of Knowledge-Based and Intelligent Engineering Systems	1875-8827	Computer & Communication Sciences
International Journal of Regulation and Governance *)	1875-8851	Environmental & Energy Sciences
International Journal of RF Technologies: Research and Applications	1754-5749	Computer & Communication Sciences
International Shipbuilding Progress	1566-2829	Engineering and Technology
Intervention Research *)	1875-886X	Social & Information Sciences
Isokinetics and Exercise Science	1878-5913	Medicine and Health
I-Ways: The Journal of E-Government Policy and Regulation *)	1875-8886	Social & Information Sciences
JAD Reports	2542-4823	Medicine and Health
Journal of Aerospace Operations	2211-0038	Engineering and Technology
Journal of Alzheimer's Disease	1875-8908	Medicine and Health
Journal of Ambient Intelligence and Smart Environments	1876-1372	Computer & Communication Sciences
Journal of Back and Musculoskeletal Rehabilitation	1878-6324	Medicine and Health
Journal of Berry Research	1878-5123	Medicine and Health
Journal of Cellular Biotechnology	2352-3697	Medicine and Health

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Name	Online Issn/Isbn	Subject/Category
Journal of Climate Change	2395-7697	Climate
Journal of Computational Methods in Science and Engineering	1875-8983	Computer & Communication Sciences
Journal of Computer Security	1875-8924	Computer & Communication Sciences
Journal of Economic and Social Measurement	1875-8932	Mathematics
Journal of E-Governance *)	1878-7681	Social & Information Sciences
Journal of Embedded Computing *)	1875-9025	Computer & Communication Sciences
Journal of Environmental Sciences *)	1878-7320	Environmental & Energy Sciences
Journal of Facade Design and Engineering *)	2213-3038	Materials Science
Journal of Geo-Engineering Science	2213-2899	Engineering
Journal of High Speed Networks	1875-8940	Computer & Communication Sciences
Journal of Huntington's Disease	1879-6400	Medicine and Health
Journal of Integrated Design and Process Science	1875-8959	Computer & Communication Sciences
Journal of Integrative Neuroscience *)	1757-448X	Medicine and Health
Journal of Intelligent and Fuzzy Systems	1875-8967	Computer & Communication Sciences
Journal of Neonatal-Perinatal Medicine	1878-4429	Medicine and Health
Journal of Neuromuscular Diseases	2214-3602	Medicine and Health
Journal of Neutron Research	1477-2655	Physics
Journal of Parkinson's Disease	1877-718X	Medicine and Health
Journal of Pediatric Biochemistry *)	1879-5404	Medicine and Health
Journal of Pediatric Epilepsy *)	2146-4588	Medicine and Health
Journal of Pediatric Genetics *)	2146-460X	Medicine and Health
Journal of Pediatric Infectious Diseases *)	1305-7693	Medicine and Health
Journal of Pediatric Intensive Care *)	2146-4626	Medicine and Health
Journal of Pediatric Neurology *)	1875-9041	Medicine and Health
Journal of Pediatric Neuroradiology *)	1309-6745	Medicine and Health
Journal of Pediatric Rehabilitation Medicine	1875-8894	Medicine and Health
Journal of Resources, Energy and Development *)	0975-7562	Earth and Environmental Science
Journal of Sports Analytics	2215-0218	Analysis
Journal of Vestibular Research	1878-6464	Medicine and Health
Journal of Visualization *)	1875-8975	Computer & Communication Sciences
Journal of Vocational Rehabilitation	1878-6316	Medicine and Health
Journal of X-Ray Science and Technology	1095-9114	Medicine and Health
Kidney Cancer	2468-4570	Medicine and Health
Main Group Chemistry	1745-1167	Engineering and Technology
Mediterranean Journal of Nutrition and Metabolism	1973-7998	Biochemistry and Biophysics

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Name	Online Issn/lbn	Subject/Category
Mobile Information Systems *)	1875-905X	Computer & Communication Sciences
Model Assisted Statistics and Applications	1875-9068	Mathematics
Multiagent and Grid Systems	1875-9076	Computer & Communication Sciences
NeuroRehabilitation	1878-6448	Medicine and Health
Nutrition and Aging *)	1879-7725	Medicine and Health
Nutrition and Healthy Aging	2451-9502	Medicine and Health
Occupational Ergonomics *)	1875-9092	Medicine and Health
Pharmaceuticals Policy and Law	2210-495X	Medicine and Health
Physiotherapy Practice and Research	2213-0691	Medicine and Health
Restorative Neurology and Neuroscience	1878-3627	Medicine and Health
Risk and Decision Analysis	1875-9173	Social & Information Sciences
Scientific Programming *)	1875-919X	Computer & Communication Sciences
Semantic Web	2210-4968	Computer & Communication Sciences
Shock and Vibration *)	1875-9203	Engineering and Technology
Space Communications *)	1875-9211	Engineering and Technology
Spectroscopy: An International Journal *)	1875-922X	Chemistry
Statistical Journal of the IAOS: Journal of the International Association for Official Statistics	1875-9254	Mathematics
Statistical Journal of the United Nations Economic Commission for Europe *)	1875-9238	Social & Information Sciences
Strength, Fracture and Complexity	1875-9262	Engineering and Technology
Technology and Disability	1878-643X	Medicine and Health
Technology and Health Care	1878-7401	Medicine and Health
The International Journal of Risk and Safety in Medicine	1878-6847	Medicine and Health
Web Intelligence	2405-6464	Computer & Communication Sciences
Web Intelligence and Agent Systems *)	1875-9289	Computer & Communication Sciences
Work: A Journal of Prevention, Assessment and Rehabilitation	1875-9270	Medicine and Health
World Digital Libraries *)	0975-7597	Social & Information Sciences
Zeitschrift für Medizinische Psychologie *)	1875-9246	Medicine and Health

*) These titles are not active anymore, but the archives are still available for the participants of the contract.

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Schedule D

Access and availability Licensed Material

- Publisher guarantees that the Licensed Material will be available for consultation 24 hours a day, seven (7) days a week. As far as possible, maintenance of the Service will take place outside office hours. If announced in good time, availability may be restricted for periodic maintenance for a predetermined period of no longer than 24 hours. Should it be expected, in exceptional cases, that that period will be exceeded, consultation will take place with SURFmarket at least five (5) working days beforehand regarding the reason for this and the necessary duration of the period during which there will be no access.
- Publisher may temporarily suspend access to the Licensed Material without announcing this in advance if repair work is necessary as a result of an emergency that has occurred. Publisher will immediately inform SURFmarket of this event, giving the reasons. If the said repair work takes longer than one (1) working day, SURFmarket will be entitled to monetary reimbursement of a proportionate amount of the total Licence Fee.
- The Publisher reserves the right at any time to withdraw from the Licensed Material any item or part of an item for which it no longer retains the right to publish and for which the Publisher has been unable to secure the provisions as set out in Clauses 9.1 and 9.2, or any item or part of an item for which the Publisher has reasonable grounds to believe it infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Publisher will give written notice to the Institution of such withdrawal. If the withdrawn material represents more than five per cent (5%) of the Licensed Material the Publisher will make a pro rata refund of part of the Fee to the Institution, taking into account the amount of material withdrawn and the remaining term of the Agreement.
- Publisher undertakes to provide the SURFmarket and the Institutions with statistics on utilisation, free of charge, according to the standards of Project Counter (<http://www.projectcounter.org>).
- The Publisher agrees to use all best efforts to comply with the Open URL Standard (<http://www.niso.org/publications/ansiniso-z3988-2004-r2010-openurl-framework-context-sensitive-services>).
- The Publisher agrees to use all best efforts to comply with the W3C Standard (<http://www.w3.org/WAI/Resources/?#in>).
- The Publisher uses CLOCKSS and the KB e-Depot for the deposit of its content in the event of a force majeure or if the publisher ceases to exist.
- The Publisher agrees to use all best efforts to comply with the Code of Practice of Project Transfer relating to the transfer of titles between publishers (<http://www.niso.org/workrooms/transfer/> http://www.editeur.org/onix_licensing.html).
- Publisher will be responsible and accountable for the quality of access and availability of the Licensed Material.
- Publisher shall ensure the presence of an effective search engine, suitable for use by a broad public, which is able to produce a complete search and selection result for each search. Publisher accepts no responsibility for the completeness of the result.
- Publisher will use all best efforts to make the content available for reading on mobile devices, according to the standards of W3C (<http://www.w3.org/2011/02/mobile-web-app-state.html>).
- Publisher shall be permitted to alter the structure of the Licensed Material and the search engine. If it intends making such alteration, Publisher shall inform SURFmarket at least ten (10) working days beforehand. Such alteration or alterations must not have a negative influence on the user interface or the search results.

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- Publisher shall provide an annual list of changes made to the Licensed Material. The said list of changes shall be explicitly included in any annual evaluation of the Licensed Material by the Institutions.
- Unless separately agreed, Publisher shall not be permitted to include third-party advertising in the Licensed Material or in the context of providing the Licensed Material. Publisher shall be permitted to display a "banner" on parts of the Licensed Material specifying the publications from which specific portions are taken. Publisher shall be permitted to create a link to the websites of the providers of the said publications on condition that those websites do not contain frame killers.

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Schedule E

Text and Datamining

Definitions

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

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

1. Licensed uses: TDM

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

- (a) for Text and Data Mining (TDM) by carrying out the following activities: download, extract and index information from the Content to which the Institution has access under this License Agreement. Where required, mount, load and integrate the results on a server used for the Institution's text-mining system to evaluate and interpret the TDM Output.
- (b) store electronic copies of the Content on its computer or server as necessary solely to ensure efficient use on a TDM project.
- (c) use TDM Output as part of original research solely carried out by its Authorized Users and describe or otherwise reproduce extracts and quotations from TDM Output as part of original works of authorship, e.g. research reports, research papers and research articles. Where Content is embodied, quoted or referred to, or where bibliographic metadata of Content is displayed, it should be accompanied by a DOI link that points back to the individual full text item of Content.
- (d) make the results of any TDM Output available on an externally facing server or website as long as this inclusion consists of a limited number of lines of query-dependent text of individual full text items of Content (e.g. extracts from articles or book chapters).

2. Prohibited uses relating to Content and TDM Output

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

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

Licensor and the Institution agree to the following access protocols:



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

4. Breach and Termination

- (a) **Breach:** In addition to any contractual rights and remedies under the applicable law, Licensor shall retain the right to deny access to any Content where the Institution is in breach of any of the conditions of this License Agreement relating to TDM, hereof and also to charge the Institution any subscription fee that would have been payable to Licensor, had the use in question been agreed.
- (b) **Termination: Removal of locally-loaded copies of Content:** Upon termination of any TDM grant of rights under clause 4(a) above, the Institution shall procure the destruction of any copies of the Content if locally loaded for purposes of TDM. No later than 30 days after termination, the Institution shall provide the Licensor with a certificate of destruction signed by an authorized officer of the Institution.

Handwritten initials in black ink, appearing to be "Y" over "PL".