

**SIXTH AMENDMENT TO
ELSEVIER SUBSCRIPTION AGREEMENT**

WHEREAS, the parties hereto have previously entered into an agreement dated the 17 March 2016, as last amended on 10th December 2018 (the "Agreement") and wish to amend the Agreement as set forth in this amendment ("Amendment").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as of 1st July 2019, as set forth below and in Schedule 1.

"Section 5 Term

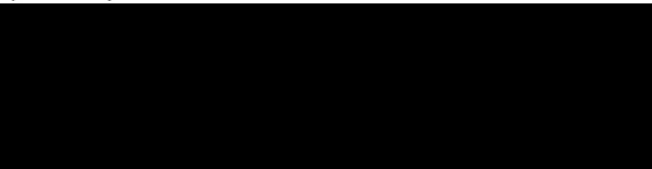
The term of the Agreement as mentioned in Section 5 of the Agreement is hereby extended and shall continue until 31st December 2019. The Consortium acknowledges and agrees that no post termination access rights entitlements shall exist or be accumulated during this extended term."

IN WITNESS WHEREOF, the parties have executed this Amendment by their respective, duly authorized representatives as of 14 June 2019.

SURFMARKET B.V.
(Consortium)



ELSEVIER B.V.
(Elsevier)



Amendment No.: 1-17662926014	1-17666535976
1-17663014570	1-17666536773
1-17662925498	1-17666550551
1-17659164005	1-17659162200
1-17666549382	1-17666509393
1-17659164019	1-17664357820
1-17661638920	1-17666562753
1-17666536764	1-17666593604
1-17666518186	1-17666571854
1-17666549392	1-17666274990
1-17659134736	
1-17666522901	
1-17659134727	
1-17666522769	
1-17666522898	
1-17666571884	
1-17659177705	

6

Schedule 1

The below Fees are in addition to Schedule 1 of the Agreement.

Amendment No.: 1-17662926014
1-17663014570

Subscribed Products – publisher	Access	1st Jul 2019-31st December 2019
ScienceDirect® online – Elsevier B.V.	sciencedirect.com	
Cell Press Collection Fee		€ 137,551.57
Complete Freedom Collection		
· Complete Freedom Collection Fee		€6,100,258.59
TOTAL FEES		€6,237,810.16

4

**Annex A to Schedule
1**

**Subscribed
Titles**

SURFmarket B.V.

The below Subscribed Titles are in addition to Schedule 1, Annex A of the Agreement.

Amendment No.: 1-17663014570

Product ID	ISSN	Subscribed Title (online only)
02216	0960-9822	Current Biology
02218	0969-2126	Structure
02215	2451-9456	Cell Chemical Biology
07590	0092-8674	Cell
07591	1074-7613	Immunity
07592	1097-2765	Molecular Cell
07593	0896-6273	Neuron
07594	1534-5807	Developmental Cell
07595	1535-6108	Cancer Cell
13368	1550-4131	Cell Metabolism
07703	1931-3128	Cell Host & Microbe
07704	1934-5909	Cell Stem Cell
07813	0002-9297	The American Journal of Human Genetics
13437	0006-3495	Biophysical Journal



Amendment No.: 1-17662925498

Product ID	ISSN	Subscribed Title (online only)
13351	1076-6332	Academic Radiology
13246	0002-9378	American Journal of Obstetrics & Gynecology
13310	0003-9993	Archives of Physical Medicine and Rehabilitation
13049	0749-8063	Arthroscopy: the Journal of Arthroscopy and Related Surgery
13342	1083-8791	Biology of Blood and Marrow Transplantation
07501	1538-4721	Brachytherapy
07647	0015-0282	Fertility and Sterility
13216	0016-5085	Gastroenterology
13360	1547-5271	Heart Rhythm
07551	0360-3016	International Journal of Radiation Oncology / Biology / Physics
13357	1546-1440	Journal of the American College of Radiology
13380	1525-8610	Journal of the American Medical Directors Association
07694	0886-3350	Journal of Cataract & Refractive Surgery
13136	0363-5023	Journal of Hand Surgery (American Volume)
13068	0278-2391	Journal of Oral and Maxillofacial Surgery
13088	0022-5223	Journal of Thoracic and Cardiovascular Surgery
13089	0741-5214	Journal of Vascular Surgery
07539	0958-3947	Medical Dosimetry
07585	0161-6420	Ophthalmology: Journal of the American Academy of
13367	1550-7289	Surgery for Obesity and Related Diseases
07587	0002-9343	The American Journal of Medicine
07610	0003-4975	The Annals of Thoracic Surgery
07583	1053-2498	The Journal of Heart and Lung Transplantation
13372	1553-4650	The Journal of Minimally Invasive Gynecology
07554	0301-5629	Ultrasound in Medicine and Biology

The Subscriber may not substitute any withdrawn Subscribed Title identified on Annex A of this agreement

4

Schedule 1.1 Subscribed Titles

The Pilot Gold Open Access terms on Schedule 1.1 are replaced and superseded by the below conditions:

Pilot Gold Open Access

The Authorized Users of the Institutions shall have the right during the period 1st July 2019 to 31st December 2019 to submit a total of **1,200** journal articles under the Pilot Gold Open Access for publication to Elsevier in any Gold Open Access Journal or hybrid journal (excluding some society owned titles, The Lancet and Cell Press titles) and, if accepted after peer review, at no additional cost. If selecting open access under the Pilot Gold Open Access the journal article shall be published under a CC-BY or CC-BY-NC-ND license as determined by the submitting Authorized User.

The abovementioned amount of 1200 journal articles eligible for the Pilot Gold Open Access under the Agreement consists of:

- 900 unused journal articles
- 300 additional journal articles

The eligibility of the above articles for the Pilot Gold Open Access will expire on December 31st 2019,

Submitting Authorized Users under the Pilot Gold Open Access shall not be required to transfer any copyright in their work to Elsevier, instead submitting Authorized Users grant exclusive rights to Elsevier in the journal article publishing process. The submitting Authorized Users shall have the same rights to reuse the published journal article as those allowed to third party users of the journal article under the selected CC license. Elsevier shall, on a monthly basis, provide Subscriber a report of the total number of Gold Open Access articles published under this Agreement. Elsevier will make available on a semi-annual basis a complete report of all articles (open access and otherwise) published by Authorized Users. Elsevier will not levy article publishing charges directly on Authorized Users of the Institutions in relation to the selected journals under the Pilot Gold Open Access described herein. The aforementioned does not prejudice Elsevier's right to charge article publishing charges from submitting Authorized Users to the extent these fall outside the scope of selected journals under the Pilot Gold Open Access. The Institutions shall ensure that Authorized Users who wish to submit article manuscripts shall identify themselves as being eligible in the course of Elsevier's publishing work-flow.

The parties may adjust the above identifying process where appropriate and amend this Agreement accordingly by means of an amendment in writing.

All Institutions will have access to the Elsevier Open Access Platform ("EOA Platform"), which allows such Institutions to validate the eligibility of the author and accept or reject payment of the APC. Validation of eligibility will be the responsibility of the Institution and invoices will be sent to authors at their Institution's address.

The EOA Platform will present the institutional representative with all information needed to validate the article publishing charges, such as the details of the corresponding author, a DOI, article title, journal title, research funding and the APC. When the Institution approves paying the APC, Elsevier will invoice the Institution.



**FIFTH AMENDMENT TO
ELSEVIER SUBSCRIPTION AGREEMENT**

WHEREAS, the parties hereto have previously entered into an agreement dated the 17 March 2016, as last amended on 30 November 2018 (the "Agreement") and wish to amend the Agreement as set forth in this amendment ("Amendment").

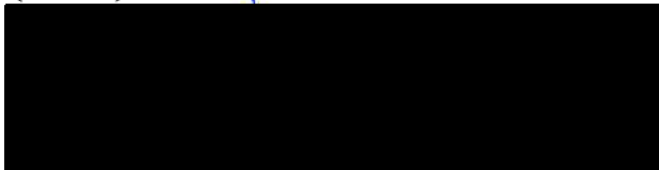
NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as of 10 December 2018, as set forth in Schedule 1.

IN WITNESS WHEREOF, the parties have executed this Amendment by their respective, duly authorized representatives as of 10 December 2018.

SURFMARKET B.V.
(Consortium)



ELSEVIER B.V.
(Elsevier)



**Amendment No.: 1-16711828148
1-16711882434**

Schedule 1
Subscribed Products/Access/Fees

SURFmarket B.V.

The below Fees are in addition to Schedule 1 of the Agreement.

Amendment No.: 1-16711828148
1-16711882434

Subscribed Products – publisher	Access	1st Jan 2019-30th June 2019
ScienceDirect® online – Elsevier B.V.	sciencedirect.com	
Cell Press Collection Fee		€137,551.57
TOTAL FEES		€137,551.57

4

**Annex A to Schedule
1
Subscribed
Titles**

SURFmarket B.V.

The below Subscribed Titles are in addition to Schedule 1, Annex A of the Agreement.

Amendment No.: 1-16711828148
1-16711882434

Product ID	ISSN	Subscribed Title (online only)
02216	0960-9822	Current Biology
02218	0969-2126	Structure
02215	2451-9456	Cell Chemical Biology
07590	0092-8674	Cell
07591	1074-7613	Immunity
07592	1097-2765	Molecular Cell
07593	0896-6273	Neuron
07594	1534-5807	Developmental Cell
07595	1535-6108	Cancer Cell
13368	1550-4131	Cell Metabolism
07703	1931-3128	Cell Host & Microbe
07704	1934-5909	Cell Stem Cell
07813	0002-9297	The American Journal of Human Genetics
13437	0006-3495	Biophysical Journal

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**FOURTH AMENDMENT TO
ELSEVIER SUBSCRIPTION AGREEMENT**

WHEREAS, the parties hereto have previously entered into an agreement dated the 17 March 2016, as last amended on 27 March 2017 (the "Agreement") and wish to amend the Agreement as set forth in this amendment ("Amendment").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as of 30 November 2018, as set forth below and in Schedules 1 and 2.

Section 5 Term

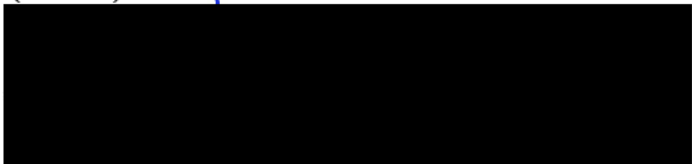
The term of the Agreement as mentioned in Section 5 of the Agreement is hereby extended and shall continue until 30th June 2019. Consortium acknowledges and agrees that no post termination access rights entitlements shall exist or be accumulated during this extended term.

IN WITNESS WHEREOF, the parties have executed this Amendment by their respective, duly authorized representatives as of 30 November 2018.

SURFMARKET B.V.
(Consortium)



ELSEVIER B.V.
(Elsevier)



Amendment No.: 1-16690065839
1-16690032364
1-16690073204
1-16690065847

Schedule 1
Subscribed Products/Access/Fees

SURFmarket B.V.

The below Fees are in addition to Schedule 1 of the Agreement.

Amendment No.: 1-16690065839
1-16690032364

Subscribed Products – publisher	Access	1st Jan 2019-30th June 2019
ScienceDirect® online – Elsevier B.V.	sciencedirect.com	
Complete Freedom Collection		
· Complete Freedom Collection Fee		€6,100,258.59
TOTAL FEES		€6,100,258.59

4

**Annex A to Schedule
1
Subscribed
Titles**

SURFmarket B.V.

**Amendment No.: 1-16690073204
1-16690065847**

Product ID	ISSN	Subscribed Title (online only)
13351	1076-6332	Academic Radiology
13246	0002-9378	American Journal of Obstetrics & Gynecology
13310	0003-9993	Archives of Physical Medicine and Rehabilitation
13049	0749-8063	Arthroscopy: the Journal of Arthroscopy and Related Surgery
13342	1083-8791	Biology of Blood and Marrow Transplantation
07501	1538-4721	Brachytherapy
07647	0015-0282	Fertility and Sterility
13216	0016-5085	Gastroenterology
13360	1547-5271	Heart Rhythm
07551	0360-3016	International Journal of Radiation Oncology / Biology / Physics
13357	1546-1440	Journal of the American College of Radiology
13380	1525-8610	Journal of the American Medical Directors Association
07694	0886-3350	Journal of Cataract & Refractive Surgery
13136	0363-5023	Journal of Hand Surgery (American Volume)
13068	0278-2391	Journal of Oral and Maxillofacial Surgery
13088	0022-5223	Journal of Thoracic and Cardiovascular Surgery
13089	0741-5214	Journal of Vascular Surgery
07539	0958-3947	Medical Dosimetry
07585	0161-6420	Ophthalmology: Journal of the American Academy of
13367	1550-7289	Surgery for Obesity and Related Diseases
07587	0002-9343	The American Journal of Medicine
07610	0003-4975	The Annals of Thoracic Surgery
07583	1053-2498	The Journal of Heart and Lung Transplantation
13372	1553-4650	The Journal of Minimally Invasive Gynecology
07554	0301-5629	Ultrasound in Medicine and Biology

The Subscriber may not substitute any withdrawn Subscribed Title identified on Annex A of this agreement

4

Schedule 1.1 Subscribed Titles

The Pilot Gold Open Access terms on Schedule 1.1 are replaced and superseded by the below conditions:

Pilot Gold Open Access

The Authorized Users of the Institutions shall have the right during the period 1st January 2019 to June 30th to submit a total of **1,600** journal articles under the Pilot Gold Open Access for publication to Elsevier and, if accepted after peer review, at no additional cost. If selecting open access under the Pilot Gold Open Access the journal article shall be published under a CC-BY or CC-BYNC-ND license as determined by the submitting Authorized User.

The abovementioned amount of 1600 journal articles eligible for the Pilot Gold Open Access under the Agreement consists of:

- 1,300 unused journal articles
- 300 additional journal articles

The eligibility of the above articles for the Pilot Gold Open Access will expire on June 30th 2019, unless the Agreement is renewed in which case any unused amounts shall survive and remain active during the renewal term.

Submitting Authorized Users under the Pilot Gold Open Access shall not be required to transfer any copyright in their work to Elsevier, instead submitting Authorized Users grant exclusive rights to Elsevier in the journal article publishing process. The submitting Authorized Users shall have the same rights to reuse the published journal article as those allowed to third party users of the journal article under the selected CC license. The number of journals published by Elsevier which are available for the Pilot Gold Open Access are selected by Elsevier in agreement with the Subscriber and are based upon the domain and NL publishing behavior required to meet the respective quota as described above in Gold Open Access journal articles and attached in Schedule 1.2 of this Agreement. Elsevier shall on a monthly basis provide Subscriber a report of the total number of Gold Open Access journal articles published under this Agreement. Elsevier will make available on a semi-annual basis a complete report of all articles (open access and otherwise) published by Authorized Users. Elsevier will not levy article processing charges directly on Authorized Users of the Institutions in relation to the selected Journals under the Pilot Gold Open Access described herein. The aforementioned does not prejudice Elsevier's right to charge article processing charges from submitting Authorized Users to the extent these fall outside the scope of selected journals under the Pilot Gold Open Access. The Institutions shall ensure that Authorized Users who wish to submit article manuscripts shall identify themselves as being eligible in the course of Elsevier's publishing work-flow.

The parties may adjust the above identifying process where appropriate and amend this Agreement accordingly by means of an amendment in writing.



All Institutions will have access to the Elsevier Open Access Platform (“EOA Platform”), which allows such Institutions to validate the eligibility of the author and accept or reject payment of the APC. Validation of eligibility will be the responsibility of the Institution and invoices will be sent to authors at their Institution’s address.

The EOA Platform will present the institutional representative with all information needed to validate the article publishing charges, such as the details of the corresponding author, a DOI, article title, journal title, research funding and the APC. When the Institution approves paying the APC, Elsevier will invoice the Institute.

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Schedule 1.2
Open Access Titles

The below list of open Access titles replaces and supersedes Schedule 2 of the Agreement.

Journal	ISSN	Publishing category
Acta Tropica	0001-706X	Hybrid OA
Actualités pharmaceutiques	0515-3700	Hybrid OA
Addictive Behaviors Reports	2352-8532	Full OA
Advanced Drug Delivery Reviews	0169-409X	Hybrid OA
Advances in Colloid and Interface Science	0001-8686	Hybrid OA
Advances in Water Resources	0309-1708	Hybrid OA
Agricultural and Forest Meteorology	0168-1923	Hybrid OA
Agricultural Systems	0308-521X	Hybrid OA
Agricultural Water Management	0378-3774	Hybrid OA
Agriculture, Ecosystems and Environment	0167-8809	Hybrid OA
Algal Research	2211-9264	Hybrid OA
American Heart Journal	0002-8703	Hybrid OA
American Journal of Cardiology	0002-9149	Hybrid OA
American Journal of Ophthalmology Case Reports	2451-9936	Full OA
Ampersand	2215-0390	Full OA
Anaerobe	1075-9964	Hybrid OA
Analytica Chimica Acta: X	2590-1346	Full OA
Analytical Biochemistry	0003-2697	Hybrid OA
Annales de cardiologie et d'angéiologie	0003-3928	Hybrid OA
Annals of Anatomy	0940-9602	Hybrid OA
Annals of Nuclear Energy	0306-4549	Hybrid OA
Antiviral Research	0166-3542	Hybrid OA
Applied Catalysis A: General	0926-860X	Hybrid OA
Applied Catalysis B: Environmental	0926-3373	Hybrid OA

5

Applied Energy	0306-2619	Hybrid OA
Applied Geosciences and Computers	2590-1974	Hybrid OA
Applied Thermal Engineering	1359-4311	Hybrid OA
Aquaculture Reports	2352-5134	Full OA
Archives of Biochemistry and Biophysics	0003-9861	Hybrid OA
Archives of Cardiovascular Diseases	1875-2136	Hybrid OA
Array	2590-0056	Full OA
Arthropod Structure & Development	1467-8039	Hybrid OA
Atencion Primaria	0212-6567	Full OA
Atención Primaria Práctica	2605-0730	Full OA
Atherosclerosis	0021-9150	Hybrid OA
Atherosclerosis: X	2590-1354	Full OA
Atmospheric Environment: X	2590-1621	Full OA
Autoimmunity Reviews	1568-9972	Hybrid OA
Autonomic Neuroscience: Basic and Clinical	1566-0702	Hybrid OA
Behavioural Brain Research	0166-4328	Hybrid OA
Bioactive Carbohydrates and Dietary Fibre	2212-6198	Hybrid OA
Biocatalysis and Agricultural Biotechnology	1878-8181	Hybrid OA
Biochemical and Biophysical Research Communications	0006-291X	Hybrid OA
Biochemical Pharmacology	0006-2952	Hybrid OA
Biochemistry and Biophysics Reports	2405-5808	Full OA
Biochimica et Biophysica Acta (BBA) - Bioenergetics	0005-2728	Hybrid OA
Biochimica et Biophysica Acta (BBA) - Biomembranes	0005-2736	Hybrid OA
Biochimica et Biophysica Acta (BBA) - General Subjects	0304-4165	Hybrid OA
Biochimica et Biophysica Acta (BBA) - Molecular and Cell Biology of Lipids	1388-1981	Hybrid OA
Biochimica et Biophysica Acta (BBA) - Molecular Basis of Disease	0925-4439	Hybrid OA
Biochimica et Biophysica Acta (BBA) - Molecular Cell Research	0167-4889	Hybrid OA
Biochimica et Biophysica Acta (BBA) - Proteins and Proteomics	1570-9639	Hybrid OA
Biochimica et Biophysica Acta (BBA) - Reviews on Cancer	0304-419X	Hybrid OA
Biofilm	2590-2075	Full OA
Biological Control	1049-9644	Hybrid OA
Biomass and Bioenergy	0961-9534	Hybrid OA
Biomedicine & Pharmacotherapy	0753-3322	Full OA
Biomolecular Detection and Quantification	2214-7535	Full OA
Bioorganic and Medicinal Chemistry	0968-0896	Hybrid OA
Bioorganic and Medicinal Chemistry Letters	0960-894X	Hybrid OA
Biophysical Chemistry	0301-4622	Hybrid OA
Bioresource Technology	0960-8524	Hybrid OA
Biosensors and Bioelectronics: X	2590-1370	Full OA
BioSystems	0303-2647	Hybrid OA

4

Biotechnology Reports	2215-017X	Full OA
Blood Cells, Molecules, and Diseases	1079-9796	Hybrid OA
Bone Reports	2352-1872	Full OA
Brain and Cognition	0278-2626	Hybrid OA
Brain and Language	0093-934X	Hybrid OA
Brain Research	0006-8993	Hybrid OA
Brain Research Bulletin	0361-9230	Hybrid OA
Brain Stimulation	1935-861X	Hybrid OA
Brain, Behavior, and Immunity	0889-1591	Hybrid OA
Building and Environment	0360-1323	Hybrid OA
Cancer Epidemiology	1877-7821	Hybrid OA
Cancer Genetics	2210-7762	Hybrid OA
Cancer Letters	0304-3835	Hybrid OA
Cancer Treatment Reviews	0305-7372	Hybrid OA
Carbohydrate Polymers	0144-8617	Hybrid OA
Carbohydrate Research	0008-6215	Hybrid OA
Carbon	0008-6223	Hybrid OA
Cardiovascular Pathology	1054-8807	Hybrid OA
Cardiovascular Revascularization Medicine	1553-8389	Hybrid OA
Case Reports in Women's Health	2214-9112	Full OA
Case Studies in Construction Materials	2214-5095	Full OA
Case Studies in Thermal Engineering	2214-157X	Full OA
Catalysis Today	0920-5861	Hybrid OA
Cell Calcium	0143-4160	Hybrid OA
Cellular Immunology	0008-8749	Hybrid OA
Cellular Signalling	0898-6568	Hybrid OA
Chaos, Solitons & Fractals: X	2590-0544	Full OA
Chemical Engineering and Processing	0255-2701	Hybrid OA
Chemical Engineering Journal	1385-8947	Hybrid OA
Chemical Engineering Science: X	2590-1400	Full OA
Chemical Physics	0301-0104	Hybrid OA
Chemical Physics Letters: X	2590-1419	Full OA
Chemico-Biological Interactions	0009-2797	Hybrid OA
Chemistry and Physics of Lipids	0009-3084	Hybrid OA
Chemometrics and Intelligent Laboratory Systems	0169-7439	Hybrid OA
Chemosphere	0045-6535	Hybrid OA
Climate Risk Management	2212-0963	Full OA
Climate Services	2405-8807	Full OA
Clinical Breast Cancer	1526-8209	Hybrid OA
Clinical Colorectal Cancer	1533-0028	Hybrid OA
Clinical Genitourinary Cancer	1558-7673	Hybrid OA

4

Clinical Immunology	1521-6616	Hybrid OA
Clinical Lung Cancer	1525-7304	Hybrid OA
Clinical Microbiology Newsletter	0196-4399	Hybrid OA
Clinical Neurology and Neurosurgery	0303-8467	Hybrid OA
Clinical Therapeutics	0149-2918	Hybrid OA
Colloids and Surfaces A: Physicochemical and Engineering Aspects	0927-7757	Hybrid OA
Colloids and Surfaces B: Biointerfaces	0927-7765	Hybrid OA
Comparative Biochemistry and Physiology Part D: Genomics and Proteomics	1744-117X	Hybrid OA
Comparative Immunology, Microbiology and Infectious Diseases	0147-9571	Hybrid OA
Computational and Theoretical Chemistry	2210-271X	Hybrid OA
Computers and Electronics in Agriculture	0168-1699	Hybrid OA
Computers and Graphics: X	2590-1486	Full OA
Contemporary Clinical Trials Communications	2451-8654	Full OA
Coordination Chemistry Reviews	0010-8545	Hybrid OA
Critical Reviews in Oncology/Hematology	1040-8428	Hybrid OA
Crop Protection	0261-2194	Hybrid OA
Current Opinion in Behavioral Sciences	2352-1546	Hybrid OA
Current Opinion in Food Science	2214-7993	Hybrid OA
Current Opinion in Immunology	0952-7915	Hybrid OA
Current Opinion in Microbiology	1369-5274	Hybrid OA
Current Opinion in Neurobiology	0959-4388	Hybrid OA
Current Opinion in Pharmacology	1471-4892	Hybrid OA
Current Opinion in Structural Biology	0959-440X	Hybrid OA
Current Opinion in Virology	1879-6257	Hybrid OA
Current Plant Biology	2214-6628	Full OA
Current Problems in Cancer	0147-0272	Hybrid OA
Current Problems in Cardiology	0146-2806	Hybrid OA
Current Therapeutic Research	0011-393X	Full OA
Currents in Pharmacy Teaching and Learning	1877-1297	Hybrid OA
Cytokine and Growth Factor Reviews	1359-6101	Hybrid OA
Cytokine: X	2590-1532	Full OA
Data in Brief	2352-3409	Full OA
Desalination	0011-9164	Hybrid OA
Development Engineering	2352-7285	Full OA
Developmental and Comparative Immunology	0145-305X	Hybrid OA
Developmental Biology	0012-1606	Hybrid OA
Developmental Cognitive Neuroscience	1878-9293	Full OA
Diabetes & Metabolism: X	2590-1540	Full OA
Diagnostic Microbiology and Infectious Disease	0732-8893	Hybrid OA
Diamond and Related Materials	0925-9635	Hybrid OA

4

Disability and Health Journal	1936-6574	Hybrid OA
DNA Repair	1568-7864	Hybrid OA
Drug and Alcohol Dependence	0376-8716	Hybrid OA
Drug Discovery Today	1359-6446	Hybrid OA
Drug Discovery Today: Disease Models	1740-6757	Hybrid OA
Drug Discovery Today: Technologies	1740-6749	Hybrid OA
Dyes and Pigments	0143-7208	Hybrid OA
Earth System Governance	2589-8116	Full OA
Ecotoxicology and Environmental Safety	0147-6513	Hybrid OA
EJC Supplements	1359-6349	Full OA
Electric Power Systems Research	0378-7796	Hybrid OA
Electrochemistry Communications	1388-2481	Full OA
Electrochimica Acta	0013-4686	Hybrid OA
Energy	0360-5442	Hybrid OA
Energy and Buildings	0378-7788	Hybrid OA
Energy Conversion and Management: X	2590-1745	Full OA
Energy Economics	0140-9883	Hybrid OA
Energy Policy	0301-4215	Hybrid OA
Energy Reports	2352-4847	Full OA
Energy Research & Social Science	2214-6296	Hybrid OA
Energy Strategy Reviews	2211-467X	Full OA
eNeurologicalSci	2405-6502	Full OA
Environmental and Experimental Botany	0098-8472	Hybrid OA
Environmental Innovation and Societal Transitions	2210-4224	Hybrid OA
Environmental Science and Policy	1462-9011	Hybrid OA
Environmental Toxicology and Pharmacology	1382-6689	Hybrid OA
Epidemics	1755-4365	Full OA
Epilepsy & Behavior Case Reports	2213-3232	Full OA
Epilepsy and Behavior	1525-5050	Hybrid OA
European Journal of Agronomy	1161-0301	Hybrid OA
European Journal of Cell Biology	0171-9335	Hybrid OA
European Journal of Integrative Medicine	1876-3820	Hybrid OA
European Journal of Obstetrics & Gynecology and Reproductive Biology: X	2590-1613	Full OA
European Journal of Oncology Nursing	1462-3889	Hybrid OA
European Journal of Pharmaceutical Sciences	0928-0987	Hybrid OA
European Journal of Pharmaceutics and Biopharmaceutics	0939-6411	Hybrid OA
European Journal of Pharmacology	0014-2999	Hybrid OA
European Journal of Protistology	0932-4739	Hybrid OA
European Journal of Radiology Open	2352-0477	Full OA
European Polymer Journal	0014-3057	Hybrid OA

Evaluation and Program Planning	0149-7189	Hybrid OA
Experimental Neurology	0014-4886	Hybrid OA
Experimental Parasitology	0014-4894	Hybrid OA
Field Crops Research	0378-4290	Hybrid OA
Fish and Shellfish Immunology	1050-4648	Hybrid OA
Fitoterapia	0367-326X	Hybrid OA
Food and Chemical Toxicology	0278-6915	Hybrid OA
Food Bioscience	2212-4292	Hybrid OA
Food Chemistry	0308-8146	Hybrid OA
Food Chemistry: X	2590-1575	Full OA
Food Control	0956-7135	Hybrid OA
Food Hydrocolloids	0268-005X	Hybrid OA
Food Microbiology	0740-0020	Hybrid OA
Food Packaging and Shelf Life	2214-2894	Hybrid OA
Food Policy	0306-9192	Hybrid OA
Food Quality and Preference	0950-3293	Hybrid OA
Food Research International	0963-9969	Hybrid OA
Food Structure	2213-3291	Hybrid OA
Forensic Science International: Synergy	2589-871X	Full OA
Free Radical Biology and Medicine	0891-5849	Hybrid OA
Frontiers in Neuroendocrinology	0091-3022	Hybrid OA
Fuel	0016-2361	Hybrid OA
Fuel Processing Technology	0378-3820	Hybrid OA
Fungal Genetics and Biology	1087-1845	Hybrid OA
Fusion Engineering and Design	0920-3796	Hybrid OA
GENE: X	2590-1583	Full OA
Genomics	0888-7543	Hybrid OA
Geothermics	0375-6505	Hybrid OA
Global Ecology and Conservation	2351-9894	Full OA
Global Epidemiology	2590-1133	Full OA
Global Food Security	2211-9124	Hybrid OA
Gynecologic Oncology Reports	2352-5789	Full OA
HardwareX	2468-0672	Full OA
Health and Place	1353-8292	Hybrid OA
Heart and Lung: Journal of Acute and Critical Care	0147-9563	Hybrid OA
Heliyon	2405-8440	Full OA
Human Microbiome Journal	2452-2317	Full OA
Human Pathology: Case Reports	2214-3300	Full OA
Hydrometallurgy	0304-386X	Hybrid OA
IDCases	2214-2509	Full OA
IJC Heart & Vasculature	2352-9067	Full OA

5

Immunobiology	0171-2985	Hybrid OA
Industrial Crops and Products	0926-6690	Hybrid OA
Infection, Genetics and Evolution	1567-1348	Hybrid OA
Informatics in Medicine Unlocked	2352-9148	Full OA
Innovative Food Science and Emerging Technologies	1466-8564	Hybrid OA
Inorganica Chimica Acta	0020-1693	Hybrid OA
Interdisciplinary Neurosurgery: Advanced Techniques and Case Management	2214-7519	Full OA
Intermetallics	0966-9795	Hybrid OA
International Biodeterioration and Biodegradation	0964-8305	Hybrid OA
International Dairy Journal	0958-6946	Hybrid OA
International Immunopharmacology	1567-5769	Hybrid OA
International Journal of Africa Nursing Sciences	2214-1391	Full OA
International Journal of Biological Macromolecules	0141-8130	Hybrid OA
International Journal of Cardiology	0167-5273	Hybrid OA
International Journal of Cardiology Hypertension	2590-0862	Full OA
International Journal of Coal Geology	0166-5162	Hybrid OA
International Journal of Drug Policy	0955-3959	Hybrid OA
International Journal of Electrical Power and Energy Systems	0142-0615	Hybrid OA
International Journal of Food Microbiology	0168-1605	Hybrid OA
International Journal of Heat and Mass Transfer	0017-9310	Hybrid OA
International Journal of Hygiene and Environmental Health	1438-4639	Hybrid OA
International Journal of Medical Microbiology	1438-4221	Hybrid OA
International Journal of Pharmaceutics: X	2590-1567	Full OA
International Journal of Surgery Protocols	2468-3574	Full OA
Internet Interventions	2214-7829	Full OA
Journal of Analytical and Applied Pyrolysis	0165-2370	Hybrid OA
Journal of Asian Earth Sciences: X	2590-0560	Full OA
Journal of Autoimmunity	0896-8411	Hybrid OA
Journal of Biomedical Informatics: X	2590-177X	Full OA
Journal of Biotechnology	0168-1656	Hybrid OA
Journal of Bone Oncology	2212-1374	Full OA
Journal of Cardiac Failure	1071-9164	Hybrid OA
Journal of Cardiothoracic and Vascular Anesthesia	1053-0770	Hybrid OA
Journal of Catalysis	0021-9517	Hybrid OA
Journal of Cereal Science	0733-5210	Hybrid OA
Journal of Chemical Neuroanatomy	0891-0618	Hybrid OA
Journal of Chemical Thermodynamics	0021-9614	Hybrid OA
Journal of Chromatography A	0021-9673	Hybrid OA
Journal of Chromatography B: Analytical Technologies in the Biomedical and Life Sciences	1570-0232	Hybrid OA

Journal of Clinical & Translational Endocrinology	2214-6237	Full OA
Journal of Clinical and Translational Endocrinology: Case Reports	2214-6245	Full OA
Journal of Clinical Neuroscience	0967-5868	Hybrid OA
Journal of Clinical Tuberculosis and Other Mycobacterial Diseases	2405-5794	Full OA
Journal of Clinical Virology	1386-6532	Hybrid OA
Journal of CO2 Utilization	2212-9820	Hybrid OA
Journal of Computational Physics: X	2590-0552	Full OA
Journal of Contaminant Hydrology	0169-7722	Hybrid OA
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Journal of Electrocardiology	0022-0736	Hybrid OA
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Journal of Herbal Medicine	2210-8033	Hybrid OA
Journal of Hydrology	0022-1694	Hybrid OA
Journal of Hydrology X	2589-9155	Full OA
Journal of Hydrology: Regional Studies	2214-5818	Full OA
Journal of Immunological Methods	0022-1759	Hybrid OA
Journal of Invertebrate Pathology	0022-2011	Hybrid OA
Journal of Magnetic Resonance	1090-7807	Hybrid OA
Journal of Microbiological Methods	0167-7012	Hybrid OA
Journal of Molecular and Cellular Cardiology	0022-2828	Hybrid OA
Journal of Molecular Biology	0022-2836	Hybrid OA
Journal of Molecular Structure	0022-2860	Hybrid OA
Journal of Natural Gas Science and Engineering	1875-5100	Hybrid OA
Journal of Neuroimmunology	0165-5728	Hybrid OA
Journal of Neurolinguistics	0911-6044	Hybrid OA
Journal of Neuroscience Methods	0165-0270	Hybrid OA
Journal of Non-Crystalline Solids: X	2590-1591	Full OA
Journal of Non-Newtonian Fluid Mechanics	0377-0257	Hybrid OA
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Journal of Nutrition & Intermediary Metabolism	2352-3859	Full OA
Journal of Organometallic Chemistry	0022-328X	Hybrid OA



Journal of Pediatric Surgery Case Reports	2213-5766	Full OA
Journal of Petroleum Science and Engineering	0920-4105	Hybrid OA
Journal of Pharmacological and Toxicological Methods	1056-8719	Hybrid OA
Journal of Photochemistry & Photobiology, A: Chemistry	1010-6030	Hybrid OA
Journal of Photochemistry and Photobiology B: Biology	1011-1344	Hybrid OA
Journal of Plant Physiology	0176-1617	Hybrid OA
Journal of Power Sources	0378-7753	Hybrid OA
Journal of Proteomics	1874-3919	Hybrid OA
Journal of Reproductive Immunology	0165-0378	Hybrid OA
Journal of Stored Products Research	0022-474X	Hybrid OA
Journal of Structural Biology	1047-8477	Hybrid OA
Journal of Thermal Biology	0306-4565	Hybrid OA
Journal of Translational Autoimmunity	2589-9090	Full OA
Journal of Virological Methods	0166-0934	Hybrid OA
Journal of Water Process Engineering	2214-7144	Hybrid OA
Journal of Wind Engineering and Industrial Aerodynamics	0167-6105	Hybrid OA
Krankenhaus-Hygiene + Infektionsverhütung	0720-3373	Hybrid OA
Leukemia Research	0145-2126	Hybrid OA
Leukemia Research Reports	2213-0489	Full OA
Life Sciences	0024-3205	Hybrid OA
Lung Cancer	0169-5002	Hybrid OA
LWT - Food Science and Technology	0023-6438	Hybrid OA
Marine Chemistry	0304-4203	Hybrid OA
Materials Letters: X	2590-1508	Full OA
Materials Today Advances	2590-0498	Full OA
Materials Today Bio	2590-0064	Full OA
Matrix Biology Plus	2590-0285	Full OA
Meat Science	0309-1740	Hybrid OA
Mechanisms of Development	0925-4773	Hybrid OA
Medical Hypotheses	0306-9877	Hybrid OA
Medicina Clínica Práctica	2603-9249	Full OA
Medicine in Drug Discovery	2590-0986	Full OA
Medicine in Microecology	2590-0978	Full OA
Medicine in Novel Technology and Devices	2590-0935	Full OA
Medicine in Omics	2590-1249	Full OA
Mental Health & Prevention	2212-6570	Hybrid OA
Metabolic Engineering Communications	2214-0301	Full OA
Metabolism Open	2589-9368	Full OA
Methods	1046-2023	Hybrid OA
MethodsX	2215-0161	Full OA
Micro and Nano Engineering	2590-0072	Full OA

Microbial Pathogenesis	0882-4010	Hybrid OA
Microbiological Research	0944-5013	Hybrid OA
Micron	0968-4328	Hybrid OA
Microvascular Research	0026-2862	Hybrid OA
Molecular and Biochemical Parasitology	0166-6851	Hybrid OA
Molecular and Cellular Endocrinology	0303-7207	Hybrid OA
Molecular and Cellular Neuroscience	1044-7431	Hybrid OA
Molecular and Cellular Probes	0890-8508	Hybrid OA
Molecular Catalysis	2468-8231	Hybrid OA
Molecular Data Science	2590-0633	Full OA
Molecular Genetics and Metabolism Reports	2214-4269	Full OA
Molecular Immunology	0161-5890	Hybrid OA
Molecular Metabolism	2212-8778	Full OA
Molecular Phylogenetics and Evolution	1055-7903	Hybrid OA
Mutation Research - Fundamental and Molecular Mechanisms of Mutagenesis	1386-1964	Hybrid OA
Mutation Research - Genetic Toxicology and Environmental Mutagenesis	1383-5718	Hybrid OA
Nano Energy	2211-2855	Hybrid OA
Nanomedicine: Nanotechnology, Biology, and Medicine	1549-9634	Hybrid OA
Neural Networks	0893-6080	Hybrid OA
Neurobiology of Aging	0197-4580	Hybrid OA
Neurobiology of Aging Science	2589-9589	Full OA
Neurobiology of Disease	0969-9961	Hybrid OA
Neurobiology of Learning and Memory	1074-7427	Hybrid OA
Neurobiology of Pain	2452-073X	Full OA
Neurobiology of Sleep and Circadian Rhythms	2451-9944	Full OA
Neurobiology of Stress	2352-2895	Full OA
Neurochemistry International	0197-0186	Hybrid OA
Neurocomputing	0925-2312	Hybrid OA
NeuroImage	1053-8119	Hybrid OA
NeuroImage: Clinical	2213-1582	Full OA
NeuroImage: Clinical	2213-1582	Full OA
Neurologia i Neurochirurgia Polska	0028-3843	Hybrid OA
Neurology, Psychiatry and Brain Research	0941-9500	Hybrid OA
Neuromuscular Disorders	0960-8966	Hybrid OA
Neuropeptides	0143-4179	Hybrid OA
Neuropharmacology	0028-3908	Hybrid OA
Neurophysiologie-Labor	1439-4847	Hybrid OA
Neuropsychologia	0028-3932	Hybrid OA
Neuroscience and Biobehavioral Reviews	0149-7634	Hybrid OA

Neuroscience Letters	0304-3940	Hybrid OA
Neuroscience Research	0168-0102	Hybrid OA
NeuroToxicology	0161-813X	Hybrid OA
Neurotoxicology and Teratology	0892-0362	Hybrid OA
New Microbes and New Infections	2052-2975	Full OA
Nitric Oxide	1089-8603	Hybrid OA
Nuclear Engineering and Design	0029-5493	Hybrid OA
Nuclear Materials and Energy	2352-1791	Full OA
Nuclear Medicine and Biology	0969-8051	Hybrid OA
NursingPlus Open	2352-9008	Full OA
One Health	2352-7714	Full OA
Operations Research Perspectives	2214-7160	Full OA
Optical Materials: X	2590-1478	Full OA
Oral and Maxillofacial Surgery Cases	2214-5419	Full OA
Oral Oncology	1368-8375	Hybrid OA
Organic Geochemistry	0146-6380	Hybrid OA
Otolaryngology Case Reports	2468-5488	Full OA
Papillomavirus Research	2405-8521	Full OA
Parasitology International	1383-5769	Hybrid OA
Pediatric Neurology	0887-8994	Hybrid OA
Performance Enhancement & Health	2211-2669	Hybrid OA
Pesticide Biochemistry and Physiology	0048-3575	Hybrid OA
Pharmacological Research	1043-6618	Hybrid OA
Pharmacology and Therapeutics	0163-7258	Hybrid OA
Pharmacology, Biochemistry and Behavior	0091-3057	Hybrid OA
PharmaNutrition	2213-4344	Hybrid OA
Photoacoustics	2213-5979	Full OA
Physics in Medicine	2352-4510	Full OA
Phytomedicine	0944-7113	Hybrid OA
Placenta	0143-4004	Hybrid OA
Plant Science	0168-9452	Hybrid OA
Polyhedron	0277-5387	Hybrid OA
Postharvest Biology and Technology	0925-5214	Hybrid OA
Powder Technology	0032-5910	Hybrid OA
Practical Laboratory Medicine	2352-5517	Full OA
Preventive Medicine	0091-7435	Hybrid OA
Preventive Medicine Reports	2211-3355	Full OA
Progress in Biophysics and Molecular Biology	0079-6107	Hybrid OA
Progress in Cardiovascular Diseases	0033-0620	Hybrid OA
Progress in Disaster Science	2590-0617	Full OA
Progress in Energy and Combustion Science	0360-1285	Hybrid OA

Progress in Lipid Research	0163-7827	Hybrid OA
Progress in Neurobiology	0301-0082	Hybrid OA
Progress in Neuro-Psychopharmacology and Biological Psychiatry	0278-5846	Hybrid OA
Progress in Nuclear Energy	0149-1970	Hybrid OA
Progress in Organic Coatings	0300-9440	Hybrid OA
Progress in Pediatric Cardiology	1058-9813	Hybrid OA
Progress in Polymer Science	0079-6700	Hybrid OA
Progress in Surface Science	0079-6816	Hybrid OA
Protein Expression and Purification	1046-5928	Hybrid OA
Psychiatry Research - Neuroimaging	0925-4927	Hybrid OA
Psychoneuroendocrinology	0306-4530	Hybrid OA
Pulmonary Pharmacology and Therapeutics	1094-5539	Hybrid OA
Redox Biology	2213-2317	Full OA
Regulatory Toxicology and Pharmacology	0273-2300	Hybrid OA
Renewable and Sustainable Energy Reviews	1364-0321	Hybrid OA
Renewable Energy	0960-1481	Hybrid OA
Reproductive Biomedicine & Society Online	2405-6618	Full OA
Reproductive Toxicology	0890-6238	Hybrid OA
Research in Globalization	2590-051X	Full OA
Research in Social and Administrative Pharmacy	1551-7411	Hybrid OA
Resources and Energy Economics	0928-7655	Hybrid OA
Resources Policy	0301-4207	Hybrid OA
Resources, Conservation and Recycling	0921-3449	Hybrid OA
Respiratory Medicine Case Reports	2213-0071	Full OA
Respiratory Medicine: X	2590-1435	Full OA
Respiratory Physiology and Neurobiology	1569-9048	Hybrid OA
Results in Applied Mathematics	2590-0374	Full OA
Results in Chemistry	2211-7156	Full OA
Results in Engineering	2590-1230	Full OA
Results in Materials	2590-048X	Full OA
Results in Physics	2211-3797	Full OA
Resuscitation	0300-9572	Hybrid OA
Reviews in Physics	2405-4283	Full OA
Schizophrenia Research: Cognition	2215-0013	Full OA
Seminars in Cancer Biology	1044-579X	Hybrid OA
Seminars in Immunology	1044-5323	Hybrid OA
Seminars in Oncology Nursing	0749-2081	Hybrid OA
Seminars in Pediatric Neurology	1071-9091	Hybrid OA
Seminars in Radiation Oncology	1053-4296	Hybrid OA
Seminars in Thoracic and Cardiovascular Surgery	1043-0679	Hybrid OA

2

Seminars in Thoracic and Cardiovascular Surgery: Pediatric Cardiac Surgery Annual	1092-9126	Hybrid OA
Seminars in Vascular Surgery	0895-7967	Hybrid OA
Sensing and Bio-Sensing Research	2214-1804	Full OA
Separation and Purification Technology	1383-5866	Hybrid OA
Sleep Medicine: X	2590-1427	Full OA
SoftwareX	2352-7110	Full OA
Solar Energy Materials and Solar Cells	0927-0248	Hybrid OA
Spectrochimica Acta, Part B: Atomic Spectroscopy	0584-8547	Hybrid OA
SSM - Population Health	2352-8273	Full OA
Stem Cell Research	1873-5061	Full OA
Surgery Open Science	2589-8450	Full OA
Surgical Oncology	0960-7404	Hybrid OA
Sustainable Energy Technologies and Assessments	2213-1388	Hybrid OA
Synergy	2213-7130	Hybrid OA
Synthetic Metals	0379-6779	Hybrid OA
Systematic and Applied Microbiology	0723-2020	Hybrid OA
Talanta	0039-9140	Hybrid OA
Techniques in Vascular and Interventional Radiology	1089-2516	Hybrid OA
Tetrahedron	0040-4020	Hybrid OA
Tetrahedron Letters	0040-4039	Hybrid OA
The Electricity Journal	1040-6190	Hybrid OA
The International Journal of Biochemistry & Cell Biology	1357-2725	Hybrid OA
The Journal of Pediatrics: X	2590-0420	Full OA
The Journal of Steroid Biochemistry and Molecular Biology	0960-0760	Hybrid OA
Thermochimica Acta	0040-6031	Hybrid OA
Ticks and Tick-borne Diseases	1877-959X	Hybrid OA
Toxicology	0300-483X	Hybrid OA
Toxicology and Applied Pharmacology	0041-008X	Hybrid OA
Toxicology in Vitro	0887-2333	Hybrid OA
Toxicology Letters	0378-4274	Hybrid OA
Toxicology Reports	2214-7500	Full OA
Toxicon	0041-0101	Hybrid OA
Translational Research	1931-5244	Hybrid OA
Translational Research in Anatomy	2214-854X	Full OA
Transplant Immunology	0966-3274	Hybrid OA
Transplantation Reports	2451-9596	Full OA
Transportation Research Interdisciplinary Perspectives	2590-1982	Full OA
Trauma Case Reports	2352-6440	Full OA
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Trends in Cardiovascular Medicine	1050-1738	Hybrid OA

Trends in Environmental Analytical Chemistry	2214-1588	Hybrid OA
Trends in Food Science and Technology	0924-2244	Hybrid OA
Tuberculosis	1472-9792	Hybrid OA
Urban Climate	2212-0955	Hybrid OA
Urology Case Reports	2214-4420	Full OA
Urology Video Journal	2590-0897	Full OA
Utilities Policy	0957-1787	Hybrid OA
Vaccine	0264-410X	Hybrid OA
Vaccine: X	2590-1362	Full OA
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Veterinary Immunology and Immunopathology	0165-2427	Hybrid OA
Veterinary Microbiology	0378-1135	Hybrid OA
Veterinary Parasitology: X	2590-1389	Full OA
Virology	0042-6822	Hybrid OA
Virus Research	0168-1702	Hybrid OA
Water Research	0043-1354	Hybrid OA
Water Research X	2589-9147	Full OA
Water Resources and Economics	2212-4284	Hybrid OA
Water Resources and Industry	2212-3717	Full OA
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- provide true, complete and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by the Subscriber and proactively inform Elsevier of any changes to the Subscriber IP addresses, including the addresses no longer being used exclusively by the Subscriber; and
- promptly upon becoming aware of any unauthorized use of the Subscribed Products, inform Elsevier and take appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Consortium and relevant Institutions suspend the access from where the unauthorized use occurred upon notice to the Subscriber. Consortium and relevant Institutions shall not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the Subscriber did not intentionally assist in or encourage such unauthorized use or permit such unauthorized use to continue after having actual notice thereof.

SECTION 4. FEES AND PAYMENT TERMS.

The Consortium shall pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within thirty (30) days of date of invoice for the Fees due for first year of the Term and, thereafter, no later than 15 December for the Fees due for the following year of the Term. Late payments will be subject to legal commercial interest charges (referred to in section 6:119a of the Dutch Civil Code) on the unpaid balance, to the extent it relates to undisputed sums. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Consortium will be liable for any such taxes in addition to the Fees. Any sum to be paid by the Consortium to Elsevier under this Agreement will be paid by way of transfer to Elsevier's bank account in the Netherlands. The currency of account and the currency of payment for any sum to be paid by the Consortium to Elsevier under this Agreement will be EUR (meaning the lawful currency of the European part of the Netherlands at the effective date of this Agreement), notwithstanding any changes in Euro zone membership that might occur after the effective date of this Agreement, except in the event that (a) the Netherlands cease to be a member of the Euro zone of the European Union or (b) all participating members of the Euro zone cease to do so and the Euro ceases to exist, in which event the sum will become payable in the currency that will be officially adopted as the legal currency in the Netherlands. The Consortium waives any right it may have at any time in any jurisdiction to pay any sum under this Agreement in a currency unit other than that in which it is expressed to be payable under this clause. The Consortium will be charged Dutch value added tax (VAT) unless the Consortium is a foreign relevant business person and provides to Elsevier its VAT Identification Number. The Consortium will promptly notify Elsevier of any changes to its VAT Identification Number or VAT status. Elsevier may charge the Consortium any VAT, fines, penalties, interest and other costs that Elsevier may incur as a result of incorrect VAT information.

SECTION 5. TERM.

5.1 Term.

The term of this Agreement shall commence on 1 January 2016 and continue until 31 December 2018.

5.2 Renewal.

This Agreement will automatically expire on the 1st of January 2019.

5.3 Early Termination Due To Insufficient Budgetary Allotment From Government.

An Institution may terminate this 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 this Agreement. If the termination under this clause 5.3 represents more than 20% of the total of annual Fees as set forth in Schedule 1, Elsevier reserves the right to terminate this Agreement.

SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.

6.1 Warranties.

Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

6.2 *Indemnities.*

Elsevier will indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Subscriber will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation will survive the termination of this Agreement.

6.3 *Disclaimer.*

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED "AS IS" AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBSCRIBED PRODUCTS AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 *Limitation of Liability.*

Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, Subscriber's business interruption or loss of profits, arising out of or in connection with this Agreement, or will the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

6.5 *Liability for Gross Negligence/Willful Misconduct.*

Notwithstanding the limitation of liability set forth in Section 6.4 above, Elsevier shall be liable for i.) damages incurred by the Subscriber as a direct result of Elsevier's gross negligence or willful misconduct in providing the Subscribed Products ii.) any legal penalties imposed by the state due to breaches of EU data protection legislation.

SECTION 7. GENERAL.

7.1 *Force Majeure.*

Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) will be deemed a breach of this Agreement. The parties agree that the departure of one or more members of the Euro zone will not, in and of itself, be a "circumstance beyond its control" and will not have the effect of discharging or excusing performance of (any obligation under) this Agreement.

7.2 *Severability.*

The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

7.3 *Entire Agreement.*

This Agreement contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, terms and conditions, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein.

7.4 *Modification.*

No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties.

7.5 *Assignment.*

The Subscriber will not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent will not unreasonably be withheld.

7.6 *Privacy.*

Elsevier will not, without the prior written consent of the Subscriber, transfer any personal information of any Authorized Users received by Elsevier from the Subscriber under this Agreement to any non-affiliated third party, except (i) to applicable service providers to the extent necessary to perform their functions for Elsevier in support of this Agreement; (ii) where reasonably necessary to address security, safety, fraud or other legal issues; and (iii) if the Subscribed Products are acquired by another company, or use it for any purpose other than as described in this Agreement. The Processor Agreement (*Bewerkerovereenkomst*) entered into by the parties is incorporated into this Agreement as Schedule 4 and such Processor Agreement shall prevail over the Elsevier privacy policy.

Any personal data processed by Elsevier under this Agreement shall be in strict compliance with the Dutch Data Protection Act (Wet Bescherming Persoonsgegevens) and other relevant data protection legislation.

With respect to personal data originating from the European Economic Area (EEA) and/or Switzerland that is transferred to and stored in data centers in the United States managed by Elsevier's affiliates, at all times during the performance of this Agreement, Elsevier shall ensure such transfers are subject to (i) an intra-company agreement which requires all transfers of personal data to be made in compliance with the "standard contractual clauses" for processors in the form set out in the European Commission's Decision 2010/87/EU of 5 February 2010, or its successor, or (ii) other appropriate transfer mechanism that provides an adequate level of protection in compliance with the requirements of applicable law with regard to the transfer of personal data to third countries.

Parties shall enter into a separate data processing agreement (*Bewerkerovereenkomst*) to cover the processing of personal data of Authorized Users.

7.7 *Notices.*

All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.

If to Elsevier: Elsevier B.V. Radarweg 29, 1043 NX, Amsterdam, The Netherlands

If to the Subscriber: SURFmarket B.V., Moreelsepark 48, 3511 EP, Utrecht, The Netherlands

7.8 *Metadata.*

Elsevier will incorporate tags in metadata contained in the Subscribed Products to indicate if a journal article has been published open access.

7.9 *Evaluation.*

Parties intend to schedule meetings between parties' representatives 3 (three) times per calendar year to discuss and evaluate their mutual performances under this Agreement in the preceding contract period.

7.10 *Confidentiality.*

The Subscriber and its employees, officers, directors and agents will maintain as confidential and not disclose to any non-affiliated third party without Elsevier's prior written consent or except as required by law the financial terms and commercial conditions of this Agreement.

7.11 *Execution.*

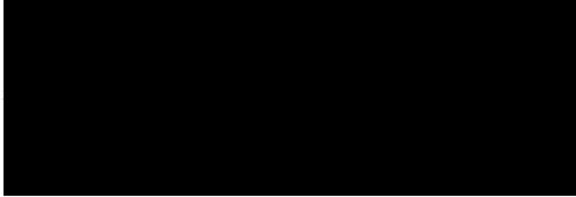
This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures.

7.12 *Governing Law and Venue.*

This Agreement will be governed by and construed in accordance with the laws of The Netherlands, without regard to conflict of law principles, and the parties irrevocably consent to the exclusive jurisdiction of the courts of The Netherlands with respect to any action or suit arising out of or pertaining to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

SURFmarket B.V.
(Consortium)



ELSEVIER B.V.
(Elsevier)



Contract No.

- 1-10025047567
- 1-10025651652
- 1-10143301371
- 1-10143313552
- 1-10022869858
- 1-10023064544
- 1-10023166867
- 1-10023213384
- 1-10023272784
- 1-10023328227
- 1-10023369792
- 1-10023481564
- 1-10023749561
- 1-10023793880
- 1-10023829378
- 1-10023859825
- 1-10024021569
- 1-10024125065
- 1-10024179776
- 1-10024226163
- 1-10024257581
- 1-10024296947
- 1-10024375335
- 1-10024492696
- 1-10024629111
- 1-10024688404
- 1-10024792649
- 1-10024847379

Handwritten signature and a mark resembling a stylized '4' or 'y' in blue ink.

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1
Subscribed Products/Access/Fees

SURFmarket B.V.

Subscribed Products – publisher	Access	2016	2017	2018
ScienceDirect® online – Elsevier B.V.	sciencedirect.com			
Complete Freedom Collection				
· Complete Freedom Collection Fee		€11,697,147.38	€11,989,576.06	€12,241,357.15
Subject Backfile Collection		Fees not applicable	Fees not applicable	Fees not applicable
TOTAL FEES		€11,697,147.38	€11,989,576.06	€12,241,357.15

Adjustment of Fees

After the initial year of the Term, the Fees for the Subscriber’s Journal Collection(s) will be subject to an adjustment to account for any titles removed from the Journal Collection(s) during the remainder of the Term of this Agreement.

Journal Collection(s)

The Subscriber’s Journal Collection(s) is described in Schedule 1.1.

Transaction Fee

The Subscriber may purchase pre-paid Transactions (“PPT”) upon mutual agreement of the parties in writing. Unused PPT will be forfeited one (1) year after issue or upon termination of this Agreement, whichever is earlier.

ELSEVIER SUBSCRIPTION AGREEMENT

Schedule 1.1

Journal Subscription

Journal Collection(s):

Complete Freedom Collection: Electronic access to the full text of all articles from the Elsevier journal titles published since 1 January 1995 set forth in the Complete Freedom Collection Journal Title List at http://www.elsevier.com/solutions/sciencedirect/content/journal-title-lists#journal_title_list (plus The Lancet, The Lancet Infectious Diseases, The Lancet Neurology and The Lancet Oncology), as may be updated annually with the changes effective as of 1 January of the following calendar year of the term of the Agreement.

Subject Backfile Collection(s):

Electronic access to the full text of articles from a selection of journal articles, identified on Annex A, in a particular subject or discipline, published prior to 1 January 1995.

Pilot Gold Open Access

The Authorized Users of the Institutions shall have the right during the term of this Agreement to submit a total of 3,600 journal articles under the Pilot Gold Open Access for publication to Elsevier and, if accepted after peer review, to be published at no additional costs under the Pilot Gold Open Access after which the journal article shall be published under a CC-BY or CC-BY-NC-ND license as determined by the submitting Authorized User. Submitting Authorized Users under the Pilot Gold Open Access shall not be required to transfer any copyright in their work to Elsevier, instead submitting Authorized Users grant exclusive rights to Elsevier in the journal article publishing process. The submitting Authorized Users shall have the same rights to reuse the published journal article as those allowed to third party users of the journal article under the selected CC license.

The number of journals published by Elsevier which are available for the Pilot Gold Open Access are selected by Elsevier in agreement with the Subscriber and are based upon the domain and NL publishing behavior required to meet the respective quota as described above in Gold Open Access journal articles and attached in Schedule 1.2 of this Agreement. The additional number of Elsevier journals to be selected by Elsevier in agreement with the Subscriber for the subsequent year(s) will be determined by the number of articles published by the Authorized User under the Pilot Gold Open Access compared to the previous year and shall be listed in Schedule 1.2 of this Agreement by means of an amendment in writing to this Agreement.

Elsevier shall on a monthly basis provide Subscriber a report of the total number of Gold Open Access journal articles published under this Agreement. Elsevier will make available on a semi-annual basis a complete report of all articles (open access and otherwise) published by Authorized Users.

In the event the number of journal articles under the Pilot Gold Open Access has not been reached during a particular calendar year such unused number of journal articles shall carry forward to the next calendar year, however unused journal articles will be forfeited upon termination of the term of this Agreement.

Elsevier will not levy article processing charges directly on Authorized Users of the Institutions in relation to the selected Journals under the Pilot Gold Open Access described herein. The aforementioned does not prejudice Elsevier's right to charge article processing charges from submitting Authorized Users to the extent these fall outside the scope of selected journals under the Pilot Gold Open Access.

The Institutions shall ensure that Authorized Users who wish to submit article manuscripts shall identify themselves as being eligible in the course of Elsevier's publishing work-flow.

ELSEVIER SUBSCRIPTION AGREEMENT

Elsevier shall provide email notifications to the Consortium's implementation team each time a submitting Authorized User has identified him/herself as eligible.

Handwritten marks: a checkmark and a signature.

The Consortium shall be solely responsible for ensuring that the relevant Institutions promptly confirm or deny the eligibility of the relevant submitting Authorized User. In case Elsevier receives neither a confirmation nor a denial from the Consortium within 3 (three) business days after Elsevier has notified the Consortium, Elsevier may consider the submitting Authorized User to be eligible and continue the publishing process. Elsevier shall have no obligations regarding the contacting or validation of eligible Authorized Users.

The parties may adjust the above identifying process where appropriate and amend this Agreement accordingly by means of an amendment in writing.

Access to Formerly Subscribed Journal Collection(s)

- a.) Upon termination of **some but not all** of the Subscriber's annual subscriptions on ScienceDirect online and provided that the Subscriber remains a ScienceDirect online subscriber, the Subscriber may:
- continue to access online, at no additional charge, the formerly subscribed titles for the publication years published until the first of 1st of January 2016 ("Subscribed Titles")
- b.) Upon termination of **all** of the Subscriber's Subscribed Titles for the publication published until the first of 1st of January 2016:
- continue to access such Subscribed Titles online for an annual access fee based on the number of full-text articles downloaded from such titles during the prior twelve (12) months at a rate of €0.063 per download, with a minimum annual fee of €400 (adjusted annually for inflation and cost increases) for the Subscriber's access to the platform, in accordance with the usage provisions of this Agreement;
 - acquire on a cost only basis, load and technically format on a server that enables access and use by Authorized Users an electronic copy of all or part of its Subscribed Titles for the publication years published until the first of 1st of January 2016.

All post termination access shall be in accordance with the usage provisions of this Agreement, which provisions will survive the termination of the Agreement.

Elsevier will make available for inspection by a duly authorized auditor of the Subscriber, at the Subscriber's sole expense, the records concerning the calculation of the annual access fee, if applicable, once per year during regular business hours upon thirty (30) days written notice to Elsevier. If an electronic copy is selected, the Subscriber will for a period of five (5) years from delivery of the electronic copy provide, on a monthly basis, to Elsevier complete and accurate usage data reports on the Subscriber's on-site usage activity in a mutually agreed upon format. Elsevier will be entitled to inspect the Subscriber's records of usage once per year during regular business hours upon reasonable notice to the Subscriber. The electronic copy may not contain links and other features and functionality associated with the online version. If a particular Subscribed Title is withdrawn by Elsevier or not renewed by the Subscriber, but the Subscriber remains a ScienceDirect online subscriber, the Subscriber may continue to access online, at no additional charge, such formerly Subscribed Title for the publication years paid, provided that Elsevier continues to hold the electronic rights thereto.

The Koninklijke Bibliotheek, the National Library of the Netherlands, has been authorized to operate a digital archive of all Elsevier journals that Elsevier makes available on the ScienceDirect online service and has agreed to cooperate in opening this archive to the Subscriber should the Subscriber's Journal Collection(s) no longer be made available electronically from Elsevier or any other vendor.

Subscriber may further access individual paid for Subscribed Titles published until the 1st of January 2016 online through the Portico® electronic archiving service provided by Portico under a separate license agreement between Portico and the Subscriber, subject to the terms and conditions thereof.

For 100% E-Only Institutions only

Deep Discounted Price for Print Subscriptions

Provided that the Fees have been paid, the Subscriber shall have the option to place orders for annual subscriptions to a selection of Elsevier print publications at a price reduced from the list price ("Deep Discounted Price" or "DDP"), as identified in the Deep Discounted Price catalog, by 1 August prior to the start of the next calendar year from the Publisher directly and from only one (1) authorized subscription agent, which shall be selected by the Subscriber, and the Publisher will fulfill such orders in accordance with its customary practices. The Subscriber shall notify Elsevier of its subscription agent's contact information upon placing such orders. The Subscriber may change its subscription agent no more than once annually by giving Elsevier notice by 1 August prior to the start of the next calendar year. The Subscriber will not place orders for such DDP subscriptions on behalf of any other person or entity or with the intent to resell, rent, license, lease or otherwise transfer them to another person or entity.

Universities of Applied Sciences

The Institutions mentioned under the Dutch Universities of Applied Sciences in Schedule 2 shall at no additional fee be permitted to have access to the Subscribed Products with the exception of the Subject Backfile Collections and except the titles in Annex A to schedule 1.1. The Consortium shall inform Elsevier when such University of Applied Sciences would need to be provided access to the Subscribed Products.

The above-described post termination archival access shall not apply to the University of Applied Sciences nor for the start up companies that are physically located at the Sites.

Start up Companies

Only a start up company newly created by an Institution during the term of this Agreement or which preexisted no longer than three years prior to the Effective Date and which remains located at the Site shall at no additional fee be permitted to have access to the Subscribed Products during the remainder of the term of this Agreement. The Subscriber shall inform Elsevier about the start up companies that have been created during the term.

ELSEVIER SUBSCRIPTION AGREEMENT
Annex A Journal
Subscription

ISSN	Subject Backfile Collection Journal Title	Year Range
	<ul style="list-style-type: none"> - Chemical Engineering - Inorganic Chemistry - Organic Chemistry - Physical and Analytical Chemistry - Economics - Mathematics - Psychology - Business - Social Sciences - General Physics - High Energy Physics & Astronomy - Decision Sciences - Agricultural & Biological Sciences - Biochemistry, Genetics, Molecular Biology - Computer Science - Earth & Planetary Sciences - Energy & Power - Engineering & Technology - Environmental Sciences - Immunology and Microbiology - Materials Science - Neuroscience - Pharmacology, Toxicology and Pharmaceutics - The Lancet - Cell Press - Medicine and Dentistry - Nursing and Health Professions - Veterinary Medicine & Veterinary Science 	
	<p>For title names, ISSN and backfile year range, see http://info.sciencedirect.com/content/journals/titles</p>	

ELSEVIER SUBSCRIPTION AGREEMENT

Annex A to Schedule

1.1

Subscribed Titles

SURFmarket B.V.

Product ID	ISSN	Subscribed Title (online only)
13351	1076-6332	Academic Radiology
13246	0002-9378	American Journal of Obstetrics & Gynecology
13310	0003-9993	Archives of Physical Medicine and Rehabilitation
13049	0749-8063	Arthroscopy: the Journal of Arthroscopy and Related Surgery
13342	1083-8791	Biology of Blood and Marrow Transplantation
07501	1538-4721	Brachytherapy
07647	0015-0282	Fertility and Sterility
13216	0016-5085	Gastroenterology
13360	1547-5271	Heart Rhythm
07551	0360-3016	International Journal of Radiation Oncology / Biology / Physics
13357	1546-1440	Journal of the American College of Radiology
13380	1525-8610	Journal of the American Medical Directors Association
07694	0886-3350	Journal of Cataract & Refractive Surgery
13136	0363-5023	Journal of Hand Surgery (American Volume)
13068	0278-2391	Journal of Oral and Maxillofacial Surgery
13088	0022-5223	Journal of Thoracic and Cardiovascular Surgery
13089	0741-5214	Journal of Vascular Surgery
07539	0958-3947	Medical Dosimetry
07585	0161-6420	Ophthalmology: Journal of the American Academy of
13367	1550-7289	Surgery for Obesity and Related Diseases
07587	0002-9343	The American Journal of Medicine
07610	0003-4975	The Annals of Thoracic Surgery
07583	1053-2498	The Journal of Heart and Lung Transplantation
13372	1553-4650	The Journal of Minimally Invasive Gynecology
07554	0301-5629	Ultrasound in Medicine and Biology

The Subscriber may not substitute any withdrawn Subscribed Title identified on Annex A of this agreement

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1.2
Open Access Titles

Open Access Titles available during 2016, 2017 and 2018

<i>Journal Title</i>	<i>ISSN</i>	<i>SURF#</i>
Algal Research	2211-9264	26373
American Heart Journal	0002-8703	11344
American Journal of Cardiology, The	0002-9149	13714
Annales de Cardiologie et d'Angéiologie	0003-3928	11370
Annals of Anatomy - Anatomischer Anzeiger	0940-9602	11391
Annals of Nuclear Energy	0306-4549	11397
Applied Energy	0306-2619	11426
Applied Thermal Engineering	1359-4311	20557
Archives of Cardiovascular Diseases	1875-2136	19814
Atherosclerosis	0021-9150	11471
Autoimmunity Reviews	1568-9972	11489
Biomass and Bioenergy	0961-9534	20740
Bioresource Technology	0960-8524	11574
Blood Cells, Molecules, and Diseases	1079-9796	11584
Building and Environment	0360-1323	11608
Cancer Epidemiology	1877-7821	20574
Cancer Genetics	2210-7762	23238
Cancer Letters	0304-3835	11624
Cancer Treatment Reviews	0305-7372	20575
Carbon	0008-6223	11629
Cardiovascular Pathology	1054-8807	11633
Cardiovascular Revascularization Medicine	1553-8389	20576
Cellular Immunology	0008-8749	11652
Clinical Breast Cancer	1526-8209	26052
Clinical Colorectal Cancer	1533-0028	26053
Clinical Genitourinary Cancer	1558-7673	26054
Clinical Immunology	1521-6616	20583
Clinical Lung Cancer	1525-7304	26055
Clinical Microbiology Newsletter	0196-4399	11714
Comparative Immunology, Microbiology and Infectious Diseases	0147-9571	11773
Critical Reviews in Oncology/Hematology	1040-8428	11887
Current Opinion in Immunology	0952-7915	11910
Current Opinion in Microbiology	1369-5274	11911
Current Opinion in Virology	1879-6257	22444
Current Problems in Cancer	0147-0272	11920
Current Problems in Cardiology	0146-2806	11921
Cytokine	1043-4666	11933

Cytokine and Growth Factor Reviews	1359-6101	20606
Developmental and Comparative Immunology	0145-305X	11953
Diagnostic Microbiology and Infectious Disease	0732-8893	11962
Electric Power Systems Research	0378-7796	12011
Electricity Journal, The	1040-6190	13739
Energy	0360-5442	20611
Energy and Buildings	0378-7788	12056
Energy Conversion and Management	0196-8904	12058
Energy Economics	0140-9883	20612
Energy Policy	0301-4215	12061
Energy Research and Social Science	2214-6296	28930
Energy Strategy Reviews	2211-467X	26428
Environmental Innovation and Societal Transitions	2210-4224	22130
Environmental Science and Policy	1462-9011	12085
European Journal of Oncology Nursing	1462-3889	20617
European Journal of Protistology	0932-4739	12132
Fish and Shellfish Immunology	1050-4648	12197
Fuel	0016-2361	12229
Fuel Processing Technology	0378-3820	12232
Fungal Genetics and Biology	1087-1845	20624
Fusion Engineering and Design	0920-3796	12236
Geothermics	0375-6505	12267
Heart and Lung: The Journal of Acute and Critical Care	0147-9563	12320
Immunobiology	0171-2985	12352
Infection, Genetics and Evolution	1567-1348	12368
International Biodeterioration and Biodegradation	0964-8305	20778
International Journal of Cardiology	0167-5273	12433
International Journal of Coal Geology	0166-5162	12435
International Journal of Electrical Power and Energy Systems	0142-0615	12440
International Journal of Heat and Mass Transfer	0017-9310	12448
International Journal of Marine Energy	2214-1669	28819
Journal of Autoimmunity	0896-8411	12577
Journal of Cardiac Failure	1071-9164	12593
Journal of Cardiothoracic and Vascular Anesthesia	1053-0770	12594
Journal of Chemical Thermodynamics, The	0021-9614	13756
Journal of Clinical Virology	1386-6532	20653
Journal of CO2 Utilization	2212-9820	27994
Journal of Electrocardiology	0022-0736	12659
Journal of Geriatric Oncology	1879-4068	22138
Journal of Immunological Methods	0022-1759	20659
Journal of Microbiological Methods	0167-7012	12765
Journal of Molecular and Cellular Cardiology	0022-2828	12770
Journal of Molecular Biology	0022-2836	12771

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Journal of Natural Gas Science and Engineering	1875-5100	20013
Journal of Nuclear Materials	0022-3115	12797
Journal of Petroleum Science and Engineering	0920-4105	12819
Journal of Power Sources	0378-7753	12833
Journal of Reproductive Immunology	0165-0378	12849
Journal of Unconventional Oil and Gas Resources	2213-3976	27526
Journal of Virological Methods	0166-0934	12926
Journal of Wind Engineering and Industrial Aerodynamics	0167-6105	12932
Krankenhaus-Hygiene + Infektionsverhütung	0720-3373	12939
Leukemia Research	0145-2126	12955
Lung Cancer	0169-5002	12971
Microbial Pathogenesis	0882-4010	13045
Microvascular Research	0026-2862	13059
Molecular and Biochemical Parasitology	0166-6851	13064
Molecular and Cellular Probes	0890-8508	13067
Molecular Immunology	0161-5890	13075
Nano Energy	2211-2855	26466
Nuclear Engineering and Design	0029-5493	13151
Oral Oncology	1368-8375	20693
Placenta	0143-4004	13306
Progress in Cardiovascular Diseases	0033-0620	13350
Progress in Energy and Combustion Science	0360-1285	13353
Progress in Nuclear Energy	0149-1970	13363
Progress in Pediatric Cardiology	1058-9813	13369
Renewable and Sustainable Energy Reviews	1364-0321	13446
Renewable Energy	0960-1481	13447
Resource and Energy Economics	0928-7655	13497
Resources Policy	0301-4207	13501
Resources, Conservation and Recycling	0921-3449	20813
Resuscitation	0300-9572	13509
Reviews in Vascular Medicine	2212-0211	27537
Seminars in Cancer Biology	1044-579X	13568
Seminars in Immunology	1044-5323	13578
Seminars in Oncology Nursing	0749-2081	13585
Seminars in Radiation Oncology	1053-4296	13592
Seminars in Thoracic and Cardiovascular Surgery	1043-0679	13595
Seminars in Thoracic and Cardiovascular Surgery: Pediatric Cardiac Surgery Annual	1092-9126	13596
Seminars in Vascular Surgery	0895-7967	13598
Solar Energy Materials and Solar Cells	0927-0248	20823
Surgical Oncology	0960-7404	13685
Sustainable Energy Technologies and Assessments	2213-1388	27542
Techniques in Vascular and Interventional Radiology	1089-2516	13700
Ticks and Tick-borne Diseases	1877-959X	20551

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Transplant Immunology	0966-3274	13824
Trends in Cardiovascular Medicine	1050-1738	13839
Tuberculosis	1472-9792	20730
Urban Climate	2212-0955	27544
Utilities Policy	0957-1787	13876
Veterinary Immunology and Immunopathology	0165-2427	13884
Veterinary Microbiology	0378-1135	13885
Veterinary Parasitology	0304-4017	13886
Virology	0042-6822	13888
Virus Research	0168-1702	13889

Open Access Titles available during 2017 and 2018

Journal Title	ISSN	SURF#
Actualités Pharmaceutiques	0515-3700	19918
Advanced Drug Delivery Reviews	0169-409X	11216
Advances in Colloid and Interface Science	0001-8686	11241
Advances in Water Resources	0309-1708	11314
Agricultural Water Management	0378-3774	11331
Analytica Chimica Acta	0003-2670	11362
Analytical Biochemistry	0003-2697	11363
Antiviral Research	0166-3542	11412
Applied Catalysis A: General	0926-860X	11423
Applied Catalysis B: Environmental	0926-3373	11424
Biochemical Pharmacology	0006-2952	11520
Biomedicine and Pharmacotherapy	0753-3322	11566
Bioorganic and Medicinal Chemistry	0968-0896	11569
Bioorganic and Medicinal Chemistry Letters	0960-894X	11570
Biophysical Chemistry	0301-4622	11572
Biosystems	0303-2647	11579
Carbohydrate Polymers	0144-8617	11627
Carbohydrate Research	0008-6215	11628
Catalysis Today	0920-5861	11640
Chemical Engineering and Processing: Process Intensification	0255-2701	11659
Chemical Engineering Journal	1385-8947	20578
Chemical Engineering Science	0009-2509	11661
Chemical Physics	0301-0104	11665
Chemical Physics Letters	0009-2614	11666
Chemico-Biological Interactions	0009-2797	11668
Chemistry and Physics of Lipids	0009-3084	11671
Chemometrics and Intelligent Laboratory Systems	0169-7439	20579
Chemosphere	0045-6535	20580

Clinical Therapeutics	0149-2918	11730
Colloids and Surfaces A: Physicochemical and Engineering Aspects	0927-7757	20745
Colloids and Surfaces B: Biointerfaces	0927-7765	11758
Computational and Theoretical Chemistry	2210-271X	22127
Coordination Chemistry Reviews	0010-8545	11868
Current Opinion in Pharmacology	1471-4892	11913
Currents in Pharmacy Teaching and Learning	1877-1297	20508
Desalination	0011-9164	11951
Diamond and Related Materials	0925-9635	11963
Disability and Health Journal	1936-6574	19959
DNA Repair	1568-7864	20608
Drug and Alcohol Dependence	0376-8716	11977
Drug Discovery Today	1359-6446	20609
Drug Discovery Today: Disease Models	1740-6757	11981
Drug Discovery Today: Technologies	1740-6749	11983
Dyes and Pigments	0143-7208	11986
Ecotoxicology and Environmental Safety	0147-6513	12006
Electrochimica Acta	0013-4686	12013
Environmental Toxicology and Pharmacology	1382-6689	20614
European Journal of Integrative Medicine	1876-3820	19971
European Journal of Pharmaceutical Sciences	0928-0987	20618
European Journal of Pharmaceutics and Biopharmaceutics	0939-6411	12127
European Journal of Pharmacology	0014-2999	20619
European Polymer Journal	0014-3057	12145
Evaluation and Program Planning	0149-7189	12150
Experimental and Toxicologic Pathology	0940-2993	12163
Fitoterapia	0367-326X	12200
Health and Place	1353-8292	12315
Hydrometallurgy	0304-386X	12344
Inorganica Chimica Acta	0020-1693	12393
Intermetallics	0966-9795	12409
International Immunopharmacology	1567-5769	20634
International Journal of Drug Policy	0955-3959	12437
International Journal of Hygiene and Environmental Health	1438-4639	12453
International Journal of Medical Microbiology	1438-4221	20638
International Journal of Pharmaceutics	0378-5173	12488
Journal of Analytical and Applied Pyrolysis	0165-2370	12562
Journal of Catalysis	0021-9517	12598
Journal of Chromatography A	0021-9673	12606
Journal of Chromatography B	1570-0232	20652
Journal of Contaminant Hydrology	0169-7722	12633
Journal of Controlled Release	0168-3659	12634
Journal of Electroanalytical Chemistry	0368-1874	12658

Journal of Electron Spectroscopy and Related Phenomena	0368-2048	12661
Journal of Environmental Chemical Engineering	2213-3437	27516
Journal of Ethnopharmacology	0378-8741	12677
Journal of Fluorine Chemistry	0022-1139	12700
Journal of Health Economics	0167-6296	12716
Journal of Herbal Medicine	2210-8033	26084
Journal of Hydrology	0022-1694	12724
Journal of Magnetic Resonance	1090-7807	20660
Journal of Molecular Catalysis A: Chemical	1381-1169	12773
Journal of Molecular Catalysis B: Enzymatic	1381-1177	12774
Journal of Molecular Structure	0022-2860	12779
Journal of Non-Crystalline Solids	0022-3093	12790
Journal of Non-Newtonian Fluid Mechanics	0377-0257	12791
Journal of Organometallic Chemistry	0022-328X	12805
Journal of Pharmacological and Toxicological Methods	1056-8719	12821
Journal of Photochemistry and Photobiology A: Chemistry	1010-6030	20783
Journal of Photochemistry and Photobiology B: Biology	1011-1344	12826
Journal of Proteomics	1874-3919	20670
Journal of Water Process Engineering	2214-7144	28939
Life Sciences	0024-3205	12960
Marine Chemistry	0304-4203	12980
Medical Hypotheses	0306-9877	13026
Mental Health and Prevention	2212-6570	27528
Nanomedicine: Nanotechnology, Biology and Medicine	1549-9634	13095
Nuclear Medicine and Biology	0969-8051	20794
Organic Geochemistry	0146-6380	13224
Performance Enhancement and Health	2211-2669	26469
Pharmacological Research	1043-6618	13269
Pharmacology and Therapeutics	0163-7258	13271
Phytomedicine	0944-7113	13305
Polyhedron	0277-5387	20805
Powder Technology	0032-5910	13328
Preventive Medicine	0091-7435	13336
Progress in Organic Coatings	0300-9440	13367
Progress in Polymer Science	0079-6700	13371
Progress in Surface Science	0079-6816	13377
Pulmonary Pharmacology and Therapeutics	1094-5539	20701
Regulatory Toxicology and Pharmacology	0273-2300	13439
Reproductive Toxicology	0890-6238	13450
Research in Social and Administrative Pharmacy	1551-7411	13476
Separation and Purification Technology	1383-5866	20714
Spectrochimica Acta Part B: Atomic Spectroscopy	0584-8547	13652
Sustainability of Water Quality and Ecology	2212-6139	27541

Synergy	2213-7130	28004
Synthetic Metals	0379-6779	13690
Talanta	0039-9140	13694
Tetrahedron	0040-4020	13708
Tetrahedron Letters	0040-4039	13710
Tetrahedron: Asymmetry	0957-4166	13711
Thermochimica Acta	0040-6031	13798
Toxicology	0300-483X	13809
Toxicology and Applied Pharmacology	0041-008X	13810
Toxicology in Vitro	0887-2333	13811
Toxicology Letters	0378-4274	13812
Toxicon	0041-0101	13813
Translational Research	1931-5244	20726
Travel Medicine and Infectious Disease	1477-8939	13836
Trends in Environmental Analytical Chemistry	2214-1588	28945
Vaccine	0264-410X	13877
Water Research	0043-1354	13896
Water Resources and Economics	2212-4284	27545
Water Resources and Rural Development	2212-6082	27546

Open Access Titles available during 2018

Journal Title	ISSN	SURF#
Acta Tropica	0001-706X	11208
Agricultural and Forest Meteorology	0168-1923	11325
Agricultural Systems	0308-521X	11329
Agriculture, Ecosystems and Environment	0167-8809	11333
Anaerobe	1075-9964	11358
Archives of Biochemistry and Biophysics	0003-9861	11452
Arthropod Structure and Development	1467-8039	20559
Autonomic Neuroscience	1566-0702	20561
Behavioural Brain Research	0166-4328	11505
Bioactive Carbohydrates and Dietary Fibre	2212-6198	27485
Biocatalysis and Agricultural Biotechnology	1878-8181	26379
Biochemical and Biophysical Research Communications	0006-291X	11514
Biochimica et Biophysica Acta (BBA) - Bioenergetics	0005-2728	11524
Biochimica et Biophysica Acta (BBA) - Biomembranes	0005-2736	11525
Biochimica et Biophysica Acta (BBA) - General Subjects	0304-4165	20739
Biochimica et Biophysica Acta (BBA) - Molecular and Cell Biology of Lipids	1388-1981	20569
Biochimica et Biophysica Acta (BBA) - Molecular Basis of Disease	0925-4439	11533
Biochimica et Biophysica Acta (BBA) - Molecular Cell Research	0167-4889	11534
Biochimica et Biophysica Acta (BBA) - Proteins and Proteomics	1570-9639	20570

Biochimica et Biophysica Acta (BBA) - Reviews on Cancer	0304-419X	11542
Biological Control	1049-9644	11554
Brain and Cognition	0278-2626	11591
Brain and Language	0093-934X	11593
Brain Research	0006-8993	20573
Brain Research Bulletin	0361-9230	11595
Brain Stimulation	1935-861X	19818
Brain, Behavior, and Immunity	0889-1591	11598
Cell Calcium	0143-4160	11645
Cellular Signalling	0898-6568	11653
Clinical Neurology and Neurosurgery	0303-8467	11715
Comparative Biochemistry and Physiology Part D: Genomics and Proteomics	1744-117X	11772
Computers and Electronics in Agriculture	0168-1699	11848
Crop Protection	0261-2194	11891
Current Opinion in Behavioral Sciences	2352-1546	30644
Current Opinion in Food Science	2214-7993	28927
Current Opinion in Neurobiology	0959-4388	11912
Current Opinion in Structural Biology	0959-440X	11916
Das Neurophysiologie-Labor	1439-4847	11935
Developmental Biology	0012-1606	11954
Environmental and Experimental Botany	0098-8472	12074
Epilepsy and Behavior	1525-5050	12089
European Journal of Agronomy	1161-0301	12102
European Journal of Cell Biology	0171-9335	12111
Experimental Neurology	0014-4886	20622
Experimental Parasitology	0014-4894	12170
Field Crops Research	0378-4290	12189
Food and Chemical Toxicology	0278-6915	12211
Food Bioscience	2212-4292	26432
Food Chemistry	0308-8146	12213
Food Control	0956-7135	12214
Food Hydrocolloids	0268-005X	12215
Food Microbiology	0740-0020	12216
Food Packaging and Shelf Life	2214-2894	28803
Food Policy	0306-9192	12217
Food Quality and Preference	0950-3293	12218
Food Research International	0963-9969	12219
Food Structure	2213-3291	27500
Free Radical Biology and Medicine	0891-5849	12227
Frontiers in Neuroendocrinology	0091-3022	12228
Genomics	0888-7543	12256
Global Food Security	2211-9124	26434
Industrial Crops and Products	0926-6690	12364

Innovative Food Science and Emerging Technologies	1466-8564	12390
International Dairy Journal	0958-6946	12417
International Journal of Biochemistry and Cell Biology, The	1357-2725	13750
International Journal of Biological Macromolecules	0141-8130	12431
International Journal of Food Microbiology	0168-1605	12443
Journal of Biotechnology	0168-1656	12588
Journal of Cereal Science	0733-5210	12600
Journal of Chemical Neuroanatomy	0891-0618	12602
Journal of Clinical Neuroscience	0967-5868	12616
Journal of Food Composition and Analysis	0889-1575	12701
Journal of Food Engineering	0260-8774	12702
Journal of Functional Foods	1756-4646	20005
Journal of Invertebrate Pathology	0022-2011	12738
Journal of Neuroimmunology	0165-5728	20666
Journal of Neurolinguistics	0911-6044	12788
Journal of Neuroscience Methods	0165-0270	12789
Journal of Plant Physiology	0176-1617	12830
Journal of Steroid Biochemistry and Molecular Biology, The	0960-0760	13773
Journal of Stored Products Research	0022-474X	12869
Journal of Structural Biology	1047-8477	12871
Journal of Thermal Biology	0306-4565	12912
LWT - Food Science and Technology	0023-6438	12972
Meat Science	0309-1740	13010
Mechanisms of Development	0925-4773	13017
Methods	1046-2023	13041
Microbiological Research	0944-5013	13046
Micron	0968-4328	13051
Molecular and Cellular Endocrinology	0303-7207	13065
Molecular and Cellular Neuroscience	1044-7431	13066
Molecular Phylogenetics and Evolution	1055-7903	13078
Mutation Research/Fundamental and Molecular Mechanisms of Mutagenesis	0027-5107	20684
Mutation Research/Genetic Toxicology and Environmental Mutagenesis	1383-5718	20685
Neural Networks	0893-6080	13104
Neurobiology of Aging	0197-4580	13105
Neurobiology of Disease	0969-9961	13106
Neurobiology of Learning and Memory	1074-7427	20792
Neurochemistry International	0197-0186	13108
Neurocomputing	0925-2312	13109
NeuroImage	1053-8119	13111
NeuroImage: Clinical	2213-1582	28872
Neurologia i Neurochirurgia Polska	0028-3843	29274
Neurology, Psychiatry and Brain Research	0941-9500	26095
Neuromuscular Disorders	0960-8966	13114

Neuropeptides	0143-4179	13116
Neuropharmacology	0028-3908	13117
Neuropsychologia	0028-3932	13121
Neuroscience and Biobehavioral Reviews	0149-7634	13126
Neuroscience Letters	0304-3940	13127
Neuroscience Research	0168-0102	13128
NeuroToxicology	0161-813X	13132
Neurotoxicology and Teratology	0892-0362	13133
Nitric Oxide	1089-8603	13141
Parasitology International	1383-5769	13242
Pediatric Neurology	0887-8994	13253
Pesticide Biochemistry and Physiology	0048-3575	13264
Pharmacology Biochemistry and Behavior	0091-3057	13274
PharmaNutrition	2213-4344	27533
Plant Science	0168-9452	13309
Postharvest Biology and Technology	0925-5214	13327
Progress in Biophysics and Molecular Biology	0079-6107	13348
Progress in Lipid Research	0163-7827	13356
Progress in Neurobiology	0301-0082	13360
Progress in Neuro-Psychopharmacology and Biological Psychiatry	0278-5846	20807
Protein Expression and Purification	1046-5928	13384
Psychiatry Research: Neuroimaging	0925-4927	13389
Psychoneuroendocrinology	0306-4530	13404
Respiratory Physiology and Neurobiology	1569-9048	20706
Seminars in Pediatric Neurology	1071-9091	13589
Systematic and Applied Microbiology	0723-2020	13692
Trends in Food Science and Technology	0924-2244	13844
World Neurosurgery	1878-8750	13684



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2280	Technische Universiteit Delft		
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1745	Tilburg University		
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101503	Universiteit Twente		
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100905	Avans Hogeschool		
535481	Christelijke Hogeschool Ede		
535495	Christelijke Hogeschool Windesheim		
338690	Fontys Hogescholen		
434482	Haagse Hogeschool De		
535079	Hanzehogeschool Groningen		
535509	HAS Hogeschool		
535528	Hogeschool Inholland		
535537	Hogeschool Leiden		
535541	Hogeschool Rotterdam		
436254	Hogeschool Utrecht		


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100399	Hogeschool van Amsterdam	
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535581	HZ University of Applied Sciences	
535585	Iselinge Hogeschool	
535587	Katholieke PABO Zwolle	
458898	NHL Hogeschool	
421475	NHTV Internationale Hogeschool Breda	
414011	Saxion	
857486	Stenden Hogeschool	
535503	Viaa	
512259	Vilentum Hogeschool	
535077	Zuyd Hogeschool	

Other Institutes:

SIS ID	Name:	
	Politieacademie	
537486	SURFmarket	



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Phone: [REDACTED]

Billing Contact

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Title:
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3501 DA, Utrecht
Netherlands

E-mail: [REDACTED]
Phone: [REDACTED]

The Subscriber will promptly notify Elsevier of any changes to any of the contact information above.

[Handwritten signature]

**ELSEVIER SUBSCRIPTION
AGREEMENT
Schedule 3
Standard Power of Attorney Form**

POWER OF ATTORNEY AND PROXY

KNOW ALL MEN TO WHOM THESE PRESENTS MAY COME OR MAY CONCERN, that the undersigned, _____, the authorized representative of [_____], an academic institution, with its principal offices located at [_____] (the "Institution"), hereby constitutes and appoints **SURFmarket B.V.**, with its principal offices located at Moreelsepark 48, 3511 EP, Utrecht, The Netherlands (the "Attorney"), as the true and lawful attorney-in-fact and proxy of the Institution, with full power and authority in the name and stead of the Institution to exercise all rights and privileges of the Institution in its capacity as an Attorney of the Institution to sign, in its sole discretion, the Elsevier Subscription Agreement ("Agreement") including all Schedules (including the Processor Agreement and Standard Contractual Clauses) annexed hereto and to receive and process all invoices and make payments of all fees due as specified in the Agreement on behalf of the Institution.

The Institution acknowledges and agrees to be bound by the terms and conditions of the Agreement, including but not limited to the restrictions on access to and use of the services as set forth in the Agreement. The Institution shall be responsible for and make payment of the fees due for access to and use of the services as specified in the Agreement to the extent that the Attorney fails to make any such payment.

IN WITNESS WHEREOF, this POWER OF ATTORNEY AND PROXY has been executed by the Institution this ___ day of _____, 2016.

AGREEMENT
Schedule 4
Processor agreement



**ELSEVIER SUBSCRIPTION
AGREEMENT
Schedule 5
Format Standard Contractual
Clauses**

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: The institutions identified in Appendix 1, represented by SURFmarket B.V.

Address: Moreelsepark 48, 3511 EP, Utrecht, Netherlands

Tel.: +31 30 887873000; e-mail: content@surfmarket.nl

(the data exporter)

And

Name of the data importing organisation: Elsevier Inc. and RELX Inc.

Address: 9443 Springboro Pike, Miamisburg, Ohio 45342, USA

Tel.: +1 800 227 9597; e-mail: privacy.information.mgr@relx.com

(the data importer)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and

- (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or

have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely the Netherlands.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely the Netherlands.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full):

Position: *Managing Director*

Address: SURFmarket B.V., Moreelsepark 48, 3511 EP Utrecht, The Netherlands

Other information necessary in order for the contract to be binding (if any):

Signature

On behalf of the data importer Elsevier Inc.:

Name:

Position: Senior Vice President

Address: 50 Hampshire Street, Cambridge, MA 02139, USA

Signature

On behalf of the data importer RELX Inc.:

Name: Kenneth Robert Thompson, II

Position: Senior Vice President

Address: 9443 Springboro Pike, Miamisburg, Ohio 45342, USA

Signature

Handwritten initials

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

Data exporter

The data exporter is: The institutions identified on Schedule 2 of the Elsevier Subscription Agreement between Elsevier B.V. and SURFMarket B.V. on behalf of such institutions (“Agreement”).

Data importer

The data importer is: Elsevier Inc. and RELX Inc., which provide support and subprocessing services to their affiliate, Elsevier B.V., the provider of ScienceDirect and other content databases and related services (“Services”).

Data subjects

The personal data transferred concern the following categories of data subjects: The data exporter’s staff, teachers and students who are authorised to access and use the Services.

Categories of data

The personal data transferred concern the following categories of data:

- User registration data, such as name, email address, username, password, job title, mailing address, phone number, communications preferences, search and alert settings, and other details submitted through the Services.
- Personal data that a user may submit in search queries, feedback forms, customer service requests, surveys and other forms through the Services.
- Contact and billing details of the data exporter’s staff, such as name, job title, department, email address, mailing address and phone number.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data: N/A

Processing operations

The personal data transferred will be subject to the following basic processing activities: Hosting, storage, and support for Elsevier B.V. to provide, maintain and support the Services pursuant to the Agreement. The data importer may engage other affiliates and companies to provide certain processing activities, such as technical support, on its behalf. The data exporter consents to such subprocessing pursuant to Clause 11. Upon reasonable request of the data exporter, the data importer will provide to the data exporter copies of subprocessor agreements, pursuant to Clause 5(j), redacted to remove any commercial and other information unrelated to the above processing activities.

[Signature page to follow]

DATA EXPORTER

Name:

Authorised Signature

DATA IMPORTER

Name:

Authorised Signature

Name:

Authorised Signature

g. B

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

1. Physical Access Control. Measures designed to prevent unauthorized persons from gaining access to data centres and other facilities in which personal data is processed include the use of access control systems (smart cards), security personnel, surveillance cameras on entry doors, motion detectors on access paths, and security alarm systems.

2. System Access Control. Processes to prevent unauthorized persons from accessing or using systems processing personal data include assignment of unique identifier (user ID) to authorized staff, authentication via passwords and/or two-factor authentication, password complexity requirements (minimum length, alphanumeric, etc), secure password storage requirements, password expiry requirements, procedures for authorization before access rights are granted or modified, use of the "least privileged" approach, logging of access, procedures for revocation of access, and protection against external access by firewalls and intrusion detection systems.

3. Data Access Control. Measures to ensure that persons entitled to use the data processing systems are only able to access the personal data within the scope and to the extent covered by their respective access authorization and that personal data cannot be read, copied, modified or removed without authorization include company data security, retention and destruction policies, procedures and standards, appropriate employee training and disciplinary action against those who access personal data without authorization, and authorizing access to personal data on a need-to-know basis.

4. Transmission Control. Procedures to prevent personal data from being read, copied, modified or removed without authorization during transfer include use of firewall and encryption technologies to protect the gateways and pipelines through which the data travels, implementation of VPN connections to safeguard the connection to the internal corporate network, and monitoring of infrastructure at network, system and application levels.

5. Input Control. Measures to examine and establish whether and by whom personal data has been entered or modified in or removed from data processing systems include authentication of the authorized personnel, access to live and retrospective data, logging systems, and anti-virus and anti-malware controls to help avoid malicious software from gaining unauthorized access.

6. Availability Control. Measures to ensure that personal data are protected against accidental or unauthorized destruction or loss include infrastructure redundancy, regular backups performed on database servers, use of uninterrupted power supplies (batteries, generators, etc.) to ensure power availability to the data centres, defined contingency plans as well as business continuity and disaster recovery strategies, and regular testing of emergency processes and systems.

7. Separation Control. Procedures to ensure that personal data collected for different purposes can be processed separately include separate interfaces, applications and storage systems by purpose or function.

PROCESSOR AGREEMENT

The institutions identified on Schedule 2 of the Agreement, represented by **SURFmarket B.V.**, Moreelsepark 48, 3511 EP, Utrecht, The Netherlands, Chamber of Commerce number 30099300, duly authorized (by the Powers of Attorney in Schedule 3 of the Agreement) to enter into this Processor Agreement on behalf of such institutions (hereinafter: "**the Controller**");

and

Elsevier B.V., Radarweg 29, 1043 NX, Amsterdam, The Netherlands, Chamber of Commerce number 33158992 (hereinafter: "**the Processor**");

each a "party"; together "the parties",

have agreed as follows

CLAUSE 1. DEFINITIONS

1.1 Data Subject is the person to whom Personal Data pertains.

1.2 Processor Agreement is the present agreement.

1.3 Agreement is the Elsevier Subscription Agreement between the Controller and the Processor under which the Services are provided.

1.4 PDPA is the Dutch Personal Data Protection Act (*'Wet bescherming persoonsgegevens'*) as amended.

1.5 Services are the services provided by the Processor under the Agreement.

1.6 Users are the Authorized Users under the Agreement.

1.7 Subprocessor is a processor engaged by the Processor that processes Personal Data on the instructions of the Processor.

1.8 Personal Data is personal data processed by the Processor for the purposes of the Controller in the context of the Processor's performance of the Agreement.

1.9 'data subject,' 'personal data,' 'process/processing,' 'processor,' 'responsible party,' and 'security breach' shall have the same meanings as in the PDPA.

CLAUSE 2. DATA PROCESSING

2.1 The Processor undertakes to process Personal Data on the terms and conditions of this Processor Agreement as a processor of the Controller as the responsible party. The Processor shall process the Personal Data properly, with due care and in accordance

with all of the obligations imposed upon processors under the PDPA and other applicable laws relating to the processing of personal data.

2.2 The Processor shall only process the Personal Data as necessary to provide, support and maintain the Services to the Controller as described in the Agreement and on the instructions of the Controller consistent with the terms of the Agreement.

CLAUSE 3. USE OF SUBPROCESSORS

3.1 The Controller hereby grants general permission to the Processor to engage Subprocessors to process Personal Data in connection with the provision, support and maintenance of the Services provided that the Processor has a written agreement with the relevant Subprocessor, which agreement shall include the following:

- a. an obligation that the Subprocessor shall act in accordance with all applicable data protection obligations imposed on the Processor under the Processor Agreement relating to the processing of the Personal Data;
- b. an undertaking from the Subprocessor to only process the Personal Data on and in accordance with the instructions of the Processor;
- c. an undertaking that the Subprocessor shall enable the Processor (and consequently the Controller) to fulfil its obligations in the event of a security breach.

The permission granted by the Controller does not affect the Processor's responsibility and liability for the performance of the Processor Agreement.

3.2 The Controller must at all times be able to request a list from the Processor of the Subprocessors engaged.

3.3 The Processor indemnifies the Controller from and against all claims by third parties, including Data Subjects, asserted against the Controller due to a breach of the PDPA or other applicable laws concerning the processing of Personal Data that is attributable to the Processor or its Subprocessors.

CLAUSE 4. SECURITY

The Processor shall implement appropriate technical and organisational measures to secure Personal Data against loss or any form of unlawful processing as required under the PDPA.

CLAUSE 5. OBLIGATION TO REPORT SECURITY BREACHES

5.1 In the event of a security breach respecting Personal Data, the Processor shall notify the Controller without unreasonable delay but not later than 48 hours after the discovery and as required under the PDPA. The Processor shall take all measures reasonably necessary to prevent or limit (further) unauthorised or unlawful processing of the Personal Data, without prejudice to any right the Controller might have to

damages or other measures. This provision applies to security breaches at the Processor and its Subprocessors.

5.2 At the Controller's request, the Processor shall reasonably cooperate in preparing potentially required notices to the competent authorities and data subject(s).

5.3 The Processor shall make written arrangements with its Subprocessors about the prompt reporting of security breaches to the Processor that will enable the Processor and the Controller to comply with their obligations in the event of a security breach as described in this Clause 5.

CLAUSE 6. AUDIT

6.1 If the Processor is requested by Controller's written request , to have an independent IT auditor or expert to be designated by the Processor conduct an audit of the data processing facilities of the Processor in addition to the SOC3 audit report as meant in clause 6.4 , in order to have it established that the Processor complies with the provisions regarding the protection and processing of Personal Data under the Processor Agreement, it shall comply with such request within 45 days of the Controller's written request

6.2 Upon request, the Processor is obliged to make the findings of the IT auditor or expert regarding any failure to comply with the provisions of the Processor Agreement available to the Controller in the form of a Third Party Memorandum.

6.3 The costs of the additional audits under Clause 6.1 will be borne by the Controller, This provision does not diminish the Controller's other rights, including the right to damages. However, if during the Term of this Agreement the Processor shall no longer have a Subprocessor process the Personal Data, but Processor shall process the Personal Data himself, in such case Processor shall not be able to provide the Controller with a SOC3 report as meant in Clause 6.4 and Processor shall therefore be obligated to conduct an audit of its own data processing facilities as meant in Clause 6.1. In such event the costs of such audit shall be borne by the Processor.

6.4 The Processor shall provide the Controller, upon the Controller's written request, the SOC 3 audit report concerning the data centres of its Subprocessors performed at least once a year by an independent IT auditor or expert designated by the Subprocessors at the Subprocessors' cost.

6.5 If it is established during an audit that the Processor has failed to comply with the provisions of the Processor Agreement, the Processor shall take all reasonably necessary measures to ensure compliance as yet.

CLAUSE 7. INTERNATIONAL TRAFFIC

The Processor warrants that every processing of Personal Data in connection with the performance of the Agreement by or for the Processor, including the third parties

Handwritten signature and mark in blue ink, consisting of a stylized 'y' and a checkmark-like symbol.

engaged by it, will take place either (i) within the European Economic Area (EEA); (ii) to or from jurisdictions covered by an adequacy determination by the European Commission; or (iii) subject to the Standard Contractual Clauses approved by the European Commission or other appropriate transfer mechanism that provides an adequate level of protection in compliance with the applicable requirements of the PDPA.

CLAUSE 8. INVESTIGATION REQUESTS

8.1 If the Processor receives a request or order from a Dutch or foreign supervisory authority, government agency or investigation, prosecution or national security agency to provide (access to) Personal Data, the Processor shall immediately notify the Controller. When handling the request or order, the Processor shall observe all of the Controller's instructions (including the instruction to leave the handling of the request or order in full or in part to the Controller) and provide all reasonably required cooperation.

8.2 If the request or order prohibits the Processor from complying with its obligations on the basis of the above, the Processor shall:

- a. Procure a legal review as to what extent (i) the Processor is required by law to comply with the request or order; and (ii) the Processor is de facto prohibited from complying with its obligations to the Controller on the basis of the above;
- b. Only cooperate with the request or order if it is required by law to do so and where possible object (by legal action) to the request or order or injunction enjoining it from informing the Controller in this respect or from following its instructions;
- c. Not provide any more or any other Personal Data than is strictly necessary to comply with the request or order;
- d. If data is transmitted to a non-EEA country: examine the possibilities to comply with Articles 76 and 77 of the PDPA;
- e. Inform the Controller immediately once this is permitted.

8.3 In this clause, "by law" refers not only to Dutch law but to foreign laws and regulations as well. At variance with the provisions in this Processor Agreement, the Processor shall be deemed a controller if it decides, without any substantive intervention by the Controller, to allow inspection or provision of Personal Data by or to a supervisory authority or government agency.

CLAUSE 9. INFORMING DATA SUBJECTS

9.1 The Processor shall reasonably cooperate, so that the Controller can comply with its legal obligations in the event that a Data Subject contacts the Controller to exercise the Data Subject's rights under the PDPA concerning the processing of Personal Data, and the Controller agrees to pay the Processor any subject access or other associated fees as permitted under the PDPA.

9.2 If a Data Subject contacts the Processor directly to exercise such rights, the Processor shall not initially respond (substantively) - unless expressly instructed otherwise by the Controller - but shall immediately report this to the Controller.

9.3 If, in the context of the Agreement, the Processor offers the Services directly to Users whose Personal Data are processed, the Processor is required to inform the Users about the following in notices easily accessible through the Services:

- a. the name and address of the Processor;
- b. the purposes for which the Processor processes the Personal Data;
- c. the Personal Data categories processed by the Processor;
- d. the categories of third parties to whom the Personal Data are made accessible;
- e. that the Personal Data may be transferred to another country;
- f. the right to access, correct and delete the Personal Data.

CLAUSE 10. INDEMNIFICATION

The Processor indemnifies the Controller from and against all claims by third parties, including Data Subjects, asserted against the Controller due to a breach of the PDPA or other applicable laws concerning the processing of personal data that is attributable to the Processor or Subprocessors engaged by the Processor.

CLAUSE 11. MEASURES BY SUPERVISORY AUTHORITY

If the supervisory authority, in the context of its duties as enforcer, imposes a measure or fine on the Controller and if the cause of the measure or fine being imposed is attributable to the Processor's failure to comply with the arrangements made in the Processor Agreement, the Controller can recover all costs for this measure or fine from the Processor. Furthermore, the Controller has the right to terminate the Agreement with immediate effect in the above situation without the Controller being entitled to any form of damages.

CLAUSE 12. CHANGE

12.1 If a change in the Personal Data to be processed or a risk analysis of the processing of Personal Data gives reason to do so, upon the Controller's first request the parties shall consult on amending the arrangements made in this Processor Agreement.

12.2 The arrangements to be newly made must be recorded in writing and form part of this Processor Agreement prior to their application.

12.3 The changes can never have the effect that the Controller cannot comply with the PDPA and other relevant laws and regulations relating to Personal data.

CLAUSE 13. TERM AND TERMINATION

13.1 The term of the Processor Agreement is equal to the term of the Agreement. The Processor Agreement cannot be terminated separately from the Agreement.

13.2 In the event of termination of the Agreement for any reason, or upon the Controller's reasonable request during the term of the Agreement, the Processor shall - at a fee not exceeding the costs reasonably and demonstrably incurred by the Processor - delete all or part of the Personal Data as determined by the Controller except where and for so long as such Personal Data must be retained for legal, technical or business reasons.

CLAUSE 14. GOVERNING LAW AND DISPUTES

14.1 The Processor Agreement and its performance are governed by the laws of the Netherlands.

14.2 Any dispute which might arise between the Parties in connection with the Processor Agreement shall be submitted to the competent court in the place in which the Controller has its registered office.

SURFmarket B.V.

Name: [Redacted]
Title: *Managing Director*
Date: *10-2-2016*

ELSEVIER B.V.

Name: [Redacted]
Title: [Redacted]
Date: [Redacted]

4

Bill To	Ship To
<p>SURFmarket B.V. Finance Department PO Box 19035 Utrecht, 3501 DA Netherlands VAT #: NL 800003871B02</p>	<p>SURFmarket B.V. [REDACTED] PO Box 19035 Utrecht, 3501 DA Netherlands</p>

Handwritten signature and mark.



ELSEVIER

VIA EMAIL [REDACTED]

28 September 2016

[REDACTED]
Senior License Manager
SURFmarket
PO Box 19035
3501 DA Utrecht
The Netherlands

Re: Second Amendment to Elsevier Subscription Agreement 2016-2018

Dear [REDACTED]

Reference is made to the above agreement, dated 17 March 2016, as amended 08 June 2016, for ScienceDirect® (“Agreement”). Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Agreement.

This letter confirms that the parties agree that the Agreement is amended, effective 28 September 2016, as set forth on Schedule 1.

To confirm acceptance of the foregoing, kindly arrange to have a duly authorized representative send confirmation by reply email to [REDACTED], attaching this letter.

Sincerely,

ELSEVIER B.V.

[REDACTED]

[REDACTED]

Executive Vice President Research Solution Sales

No. 1-10143306961
1-10143312764

Rev Aug 2010

cc: [REDACTED]

Schedule 1
Subscribed Products/Access/Fees

SURFmarket B.V.

The Subscribed Products and Fees identified below are in addition to those identified in the Agreement for 2016 through 2018.

No. 1-10143306961
1-10143312764

Subscribed Products – publisher	Access	2016	2017	2018
ScienceDirect® online – Elsevier B.V.	sciencedirect.com			
Cell Press Collection Fee		€62,872.97	€69,444.79	€75,103.13
TOTAL FEES		€62,872.97	€69,444.79	€75,103.13

Journal Collection(s)

The Subscriber's Journal Collection(s) is described in Schedule 1.1.

Schedule 1.1
Journal Subscription

Journal Collection(s):

Cell Press Collection: Electronic access to the full text of all articles from the Cell Press journal titles published since 1 January 1995 identified on Annex A.

Annex A to Schedule 1.1
Subscribed Titles

SURFmarket B.V.

The Subscribed Products identified below are in addition to those identified in the Agreement for 2016 through 2018.

No. 1-10143306961
1-10143312764

Product ID	ISSN	Subscribed Title (online only)
02216	0960-9822	Current Biology
02218	0969-2126	Structure
02215	2451-9456	Cell Chemical Biology
07590	0092-8674	Cell
07591	1074-7613	Immunity
07592	1097-2765	Molecular Cell
07593	0896-6273	Neuron
07594	1534-5807	Developmental Cell
07595	1535-6108	Cancer Cell
13368	1550-4131	Cell Metabolism
07703	1931-3128	Cell Host & Microbe
07704	1934-5909	Cell Stem Cell
07813	0002-9297	The American Journal of Human Genetics
13437	0006-3495	Biophysical Journal



ELSEVIER

VIA EMAIL at [REDACTED]

27 March 2017

[REDACTED]
Senior License Manager
SURFmarket
PO Box 19035
3501 DA Utrecht
The Netherlands

Re: Third Amendment to Elsevier Subscription Agreement 2016-2018

Dear [REDACTED],

Reference is made to the above agreement, dated 17 March 2016, as last amended 28 September 2016, for ScienceDirect® (“Agreement”). Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Agreement.

This letter confirms that the parties agree that the Agreement is amended, effective 27 March 2017, as set forth on Schedule 1.

To confirm acceptance of the foregoing, kindly arrange to have a duly authorized representative send confirmation by reply email to d.den@elsevier.com, attaching this letter.

Sincerely,

ELSEVIER B.V.

[REDACTED]

[REDACTED]

Executive Vice President Research Solution Sales

No. 1-13311003913
1-11425390228

Rev Aug 2010

cc: [REDACTED]

Schedule 1
Subscribed Products/Access/Fees

SURFmarket B.V.

The Subscribed Products and Fees identified below replace and supersede the Complete Freedom Collection Fees identified in the Agreement for 2017 through 2018.

No. 1-13311003913
1-11425390228

Subscribed Products – publisher	Access	2017	2018
ScienceDirect® online – Elsevier B.V.	sciencedirect.com		
Complete Freedom Collection			
· Complete Freedom Collection Fee		€1,949,576.06	€2,200,517.16
TOTAL FEES		€11,949,576.06	€12,200,517.16