



Driving innovation together

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Publish and Read Agreement
SURF and Emerald
2021 - 2023

Utrecht, February 17, 2021

Version: 1.0



PUBLISH AND READ AGREEMENT

The undersigned:

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

and

Emerald Publishing Ltd, with its registered office at Howard House, Wagon Lane, Bingley BD16 1WA, United Kingdom, duly represented in this by its Director, referred to hereinafter as “**Publisher**”;

hereinafter jointly referred to as the “**Parties**”;

Whereas:

- Institutions wish to acquire Rights of Use in respect of the Licensed Material provided by Publisher;
- Institutions wish to acquire the Rights to Publish articles in Open Access in the Licensed Material provided by Publisher;
- SURF provides Intermediary Services in respect of the acquisition of Rights of Use as well as the Rights to Publish in Open Access of Licensed Material on the one hand and Institutions wish to acquire Rights of Use and the Rights to Publish for their End-Users on the other;
- SURF and Publisher have concluded the present Publish and Read Agreement, whereby Parties have stipulated that Publisher is prepared, on the conditions set out in the Licence Agreement as included in Schedule C to this Agreement, to grant Institutions Rights of Use in respect of the Licensed Material and SURF is prepared to perform the services specified in this Publish and Read Agreement Content;
- SURF is acting on behalf of the Institutions referred to in Schedule A to this Agreement.

Declare that they have agreed as follows:

Definitions

Definition	Description
Agreement	The Publish and Read Agreement and its associated Schedules.
Contact Person	The employee of the Institution appointed by the Institution who will maintain contact with SURF in respect of the Agreement.
Eligible Author	Teaching and research staff employed by or otherwise accredited to one of the VSNU Institutions as well as students enrolled or accredited to one of the Institutions and who want to publish Open Access articles.
Institutions	The educational and research institutions and institutions equivalent to those that are specified, according to category, in Schedule A.
Intermediary Services	The services to be supplied by SURF, in accordance with the Agreement relating to the conclusion of Licence Agreements, between the Institutions and Publisher.
Licence Agreement	The agreement regarding the Right of Use and/or the Rights to Publish in respect of the Licensed Material that is concluded between Publisher and the Institution via SURF as intermediary. The Licence Agreement is included as Schedule C.
Licence Fee	The charge(s) payable for the Licensed Material as agreed by Parties and which are specified in Schedules B and C-a when selected in Order.
Licensed Material	The material specified in Schedules B and C-a for which the Institution can acquire Rights of Use via SURF as intermediary by means of a Licence Agreement.
Market Area	The geographical area where the Institutions are situated.
Open Access	Online research output that is free of all restrictions on access.
Order	The order placed by SURF on behalf of Institutions which states the Institutions that have agreed to enter into a Licence Agreement, confirming the Licensed Material selected by each Institution.
Rights of Use	The rights granted in a Licence Agreement to an Institution by Publisher to use Licensed Material and the Media for a specified period and for an explicitly specified target group of End-Users.
Rights to Publish	The rights granted to Eligible Authors of an Institution by Publisher in a Licence Agreement to publish articles in specified Open Access in the journals of Publisher.
Schedules	Appendices to the Agreement which form part of this Agreement. The Schedules set forth the conditions referred to in this Agreement.
Submitting Author	The author who is responsible for the submission of an article and who functions as a contact person for the Publisher.
VSNU Institution	A participating VSNU Institution listed in Schedule A Part 2

Article 1 Subject and Term

- 1.1 Publisher hereby grants SURF the right, in accordance with the provisions of the Agreement, to provide Intermediary Services within the Market Area regarding the Licensed Material.
- 1.2 Publisher makes the Licensed Material available through its platform using either Surfconext and/or IP ranges for Institutions not yet connected to Surfconext, for authentication. For the latter variant SURF delivers the IP ranges of Institutions to Publisher.
- 1.3 This Agreement is entered into for a period of three (3) years, commencing on January 1st, 2021, and consequently ending on December 31st, 2023, unless terminated prematurely as provided for in [Article 11](#).

Article 2 Performance Publisher

- 2.1 Publisher shall do everything necessary on its part in the given circumstances to enable SURF to provide the Intermediary Services.
- 2.2 At the request of SURF, Publisher shall provide access to Licensed Material in such a way that the Rights of Use can be exercised by Institutions.
- 2.3 Publisher shall use all reasonable efforts to ensure that the Publisher platform has adequate capacity and bandwidth to support the usage by Institutions.
- 2.4 Publisher shall provide customer support services to SURF by e-mail or by phone. This includes responding to e-mail queries about the use, functionality and content of the Licensed Material and within 2 working days.
- 2.5 Publisher shall allow Submitting Authors to publish their articles as provided for in the Licence Agreement.
- 2.6 Publisher shall comply fully with the Publisher commitments as provided for under each Licence Agreement.

Article 3 Performance SURF

- 3.1 SURF shall act as an intermediary in respect of the conclusion of Licence Agreements between Institutions and Publisher within the Market Area. The intermediary services include arrangements of SURF with Publishers regarding discounts, prices for Rights of Use, provision of open access, licence administration and remittance of payments or debiting of payments for Institutions. In all its actions vis-à-vis Institutions (including potential Institutions), SURF shall at all times make clear that it is acting as an independent party. SURF shall not do or say anything that may create the impression that SURF's authority to act as intermediary extends any further than specified in this Agreement.
- 3.2 By placing an Order, SURF confirms that the Institutions listed in the Order agree to the terms of the Licence Agreement for the Licensed Material stated in the Order (selected from the available options specified in Schedule B).
- 3.3 SURF shall not be permitted to actively recruit outside the Market Area. Within the Market Area, the Intermediary Services shall be restricted to the Institutions.
- 3.4 SURF shall not be permitted to extend the number of categories of Institutions listed in Schedule A without the prior written consent of Publisher. Publisher shall not refuse its consent on unreasonable grounds.

- 3.5 SURF shall not make any statements regarding the functioning or other aspects of the Licensed Material that might be misleading or that SURF knows, or should know, cannot be fulfilled. SURFmarket shall indemnify Publisher for any claims for damages asserted by Institutions, its End-Users (including potential Institutions and their End-Users) on the basis of statements or actions on the part of SURF as provided for above.
- 3.6 SURF shall immediately notify Publisher of any deficiencies in the functioning of the Licensed Material and/or of any complaints made by Institutions.
- 3.7 SURF shall provide the Institution, digitally, with a Licence Agreement to be signed by the Institution. SURF shall endeavor that the signature (or approval via digital conclusion) of the Institution is set by a representative of the Institution who is authorized to do so.
- 3.8 SURF will endeavor that by concluding the Licence Agreement digitally, the Agreement has the same validity as when concluded with a written signature by the Institution.

Article 4 Contract Management Process

- 4.1 SURF and Publisher shall evaluate the Publisher's execution of the performance under the Agreement at least twice each year. SURF is authorised to represent the Institutions in this regard and to act on their behalf. The Institutions are entitled to take part in this evaluation.
- 4.2 For contract management at least the following shall be evaluated: the degree to which Publisher executes the performance as laid down in the Agreement and the Licence Agreements, the reports handed over (e.g. on Open Access), the invoicing and payment, possible improvements in the performance (changes, additions etc.), the innovation opportunities and the degree to which service levels are complied with. In the meeting, the general findings of all Parties about the quality of the provision of services shall be discussed, as shall the escalations and potential problems. In this context, possible measures for improvement shall also be discussed.

Article 5 Limitation of Liability

- 5.1 Parties cannot be held liable for any loss or damage sustained by the other Party except in so far as such loss or damage is the direct result of an intentional act or omission or gross negligence on the part of the other Party or the loss or damage consists in the personal injury or death caused by a Party's gross negligence or willful wrongdoing.

Article 6 Intellectual Property Rights

- 6.1 SURF shall be entitled to make use of Publisher's trademarks, trade names, and other indications of origin to identify the Licensed Material in the context of its Intermediary Services pursuant to the Agreement.
- 6.2 The intellectual property rights in respect of the Licensed Material shall be vested in Publisher. This Agreement does not assign or transfer any right, title or interest in these intellectual property rights to SURF.
- 6.3 Parties shall not register one another's trademarks, trade names, or other indications of origin or any other marks or symbols similar to them.
- 6.4 SURF shall inform Publisher as soon as possible of any infringement of Publisher's trademarks or other intellectual property rights of Publisher due to the use of the Licensed Material, which comes to the attention of SURF. In this connection, SURF shall render all reasonable co-

operation to Publisher with regard to rectifying such infringements. Publisher shall bear the costs of SURF for its co-operation.

- 6.5 SURF's right to make use of Publisher's trademarks, trade names, or other indications of origin shall terminate by operation of law when this Agreement is terminated or dissolved, for whatever reason.
- 6.6 SURF shall be entitled to refer to itself to the Institutions and in respect of the Licensed Material as an authorised intermediary of Publisher in the Market Area.
- 6.7 SURF shall endeavor that Institutions observe the obligations imposed on them by the provisions of the Licence Agreement. Should it appear that an Institution does not comply with some or all of the obligations specified in this Licence Agreement, SURF shall immediately inform Publisher, after which Publisher may take measures itself. SURF shall render all necessary assistance in this respect.

Article 7 Licensed Material, Licence Models and Licence Fees

- 7.1 SURF shall provide the Intermediary Services regarding allocation of Rights of Use. Schedule B gives a detailed specification of the licence models and licence fees that are applicable pursuant to the Agreement.

Article 8 Open Access Publishing

- 8.1 SURF shall make arrangements with Publisher regarding provision of Open Access. These arrangements concluded between the Institutions and Publisher are set out in Schedule C - Licence Agreement.
- 8.2 Publisher shall make available monthly information about all articles (Open Access and otherwise) published by the Institutions and data over the period 1 January until 30 June and 1 July until 31 December. The information gives an overview of the name of the Submitting Author; Institution; article title; DOI; clickable DOI; journal title; eISSN; print ISSN; OA licence applied; date first published online; journal APC; author e-mail. The information shall be available monthly and within 4 weeks after the end of the 6 month periods. The information shall be made available to SURF or to an appointed Contact Person of the Institutions.
- 8.3 Parties shall agree to and evaluate relevant workflows and tools with regard to Open Access publishing regularly.
- 8.4 If, at the end of the Term a renewal agreement has not been finalized, the Publisher agrees to continue the open access publishing workflow for Eligible Articles for a grace period of three months. If, at the end of the grace period a new agreement has not been reached, SURF will be invoiced for published open access articles at a rate equal to numbers of articles at the Publisher's then current Article Publishing Charge.

Article 9 Reporting and Invoicing

- 9.1 Following receipt of an Order, Publisher will submit the invoice for the Licence Fee for the Rights of Use and for the Rights to Publish granted by Publisher to each Institution under a Licence Agreement to SURF (and not to the Institution) for payment, no sooner than 1st of the month after the Order is received.
- 9.2 Invoices will be submitted no earlier than two months before the start of the period charged. Unless agreed otherwise, invoices will not charge for periods longer than one year.

- 9.3 SURF will effectuate payment to Publisher on behalf of Institutions of the amount of the invoice referred to in sub [clause 1](#) of the present clause within 30 days of receiving the invoice. When paying an invoice, SURF will not be entitled to invoke any discount, deduction, compensation, or postponement whatsoever other than as provided for in this Agreement. SURF will be allowed to pay in instalments.
- 9.4 Publisher will deliver Counter Compliant usage statistics to SURF in its role as consortium administrator, at the request of SURF.
- 9.5 Publisher will support and allow the systematic harvesting of usage statistics through the SUSHI protocol (<https://www.niso.org/standards-committees/sushi>).

Article 10 Delivery of Licensed Material

- 10.1 Upon the Institution having signed the Licence Agreement or having stated unconditionally that it agrees to the provisions of the said Licence Agreement, Publisher shall provide the Institution with access to the Licensed Material in accordance with the provisions set forth in [Schedule C](#).
- 10.2 SURF shall have complimentary access to the Licensed Material for the purpose of providing information to the Institutions during any period within the term of this Agreement that there is a live subscription by an Institution.

Article 11 Premature Termination or Dissolution

- 11.1 Premature termination of this Agreement by either Party shall be possible – with immediate effect, without judicial intervention, and without any obligation to pay damages – in the following circumstances:
- The other Party acts contrary to the arrangements set forth in this Agreement, including but not restricted to no longer being able to give access to the Licensed Material through Publisher losing the right to allocate Rights of Use, under the condition that a notification in writing of the breach, setting a reasonable term, has been arranged for;
 - Submission of an application for a suspension of payments by either Party;
 - Insolvency of either Party.
- 11.2 Obligations which by their nature are intended to continue after the termination or dissolution of this Agreement shall continue after such dissolution.
- 11.3 Termination under clause 11.1 shall not affect any Licence Agreements between the Publisher and Institutions, which shall continue until their termination or expiry in accordance with their terms.

Article 12 Indivisibility of the Agreement

- 12.1 Should one or more provisions of this Agreement become invalid or inapplicable, the validity of the other individual provisions and the overall validity of this Agreement shall be unaffected.

The following Schedules form an inseparable part of this Agreement:

Agreement

Schedule A: Categories of Institutions;

Schedule B: Description of Licensed Material, Licence Models and Licence Fees;

Schedule C: Model Licence Agreement with Schedules;

Schedule D: NWO Requirements.

In the event of any conflict between the provisions of this Agreement itself and those of the Schedules, the provisions shall prevail in the above order of priority.

Article 13 General

- 13.1 Any general terms and conditions of delivery and/or payment and any other general or particular terms and conditions applied by Publisher shall not apply and are hereby expressly rejected.
- 13.2 All notifications made by Parties to one another pursuant to this Agreement shall be made in writing or by e-mail. Oral statements, undertakings, or arrangements shall have no legal effect unless confirmed in writing or by e-mail.
- 13.3 Each Party shall appoint an authorised employee to represent the Party in the context of this Agreement.
- 13.4 Any dispute arising between Parties in respect of this Agreement shall be submitted to the competent court in Utrecht, The Netherlands, for adjudication.
- 13.5 A dispute shall be deemed to exist if one of the Parties notifies the other Party to that effect by registered mail.
- 13.6 The provisions and conditions contained in the Agreement and the Schedules shall specify the entire Agreement between the Parties and shall set aside all previous agreements, whether oral or written, made between the Parties.
- 13.7 Amendments to the Agreement and/or to the Schedules and/or additions thereto shall only become legally effective and binding for the Parties when they have been agreed between the Parties in the form of a schedule to be attached to the Agreement, either in writing or electronically.
- 13.8 This Agreement shall be subject to Dutch law.

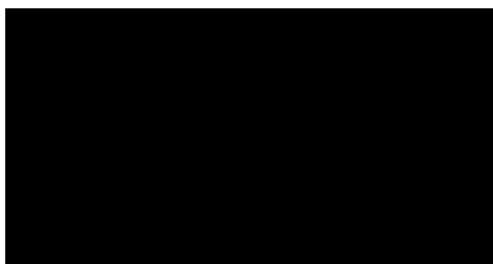
Signatures and schedules

Thus agreed and signed,

At Utrecht, The Netherlands

On February 17, 2021

On behalf of SURF B.V.

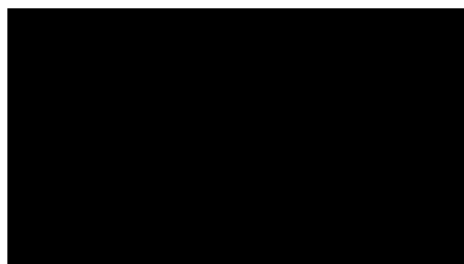
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COO

At Bingley, United Kingdom

On 19 February 2021 , 2021

On behalf of Emerald Publishing Ltd.

A large black rectangular box redacting the signature of the Director of Emerald Publishing Ltd.

Director

[Schedule A Categories of Institutions](#)

[Schedule B Description of Licensed Material](#)

[Schedule C Model Licence Agreement](#)

[Schedule D NWO Requirements](#)

Schedule A Categories of Institutions

Part 1: Market Area Kingdom of the Netherlands:

- Universities (including VSNU Institutes)
- Universities of Applied Sciences ('hogescholen')
- Designated and various Educational Institutions
- Large Technological Institutions
- Research Institutions
- Institutions affiliated to Higher Education
- Libraries

For an up-to-date list, please go to the SURF website (<https://www.surf.nl/en/the-surf-cooperative/overview-of-the-members-of-surf>).

Part 2: List of participating VSNU Institutes to the Publishing part:

- AMC
- Delft University of Technology
- Eindhoven University of Technology
- Erasmus MC
- Erasmus University Rotterdam
- Leiden University
- LUMC Leiden
- Maastricht UMC+
- Maastricht University
- Open University of The Netherlands
- Radboud UMC
- Radboud University
- Tilburg University
- UMCG (Groningen)
- UMC Utrecht
- University of Amsterdam
- University Groningen
- University of Twente
- Utrecht University
- VU Vrije Universiteit Amsterdam
- VUMC
- Wageningen University & Research

Schedule B Description of available Licensed Material and associated Licence Fees

(amounts exclusive of VAT)

eJournal Variant/Subject Collection Subscription Package						
	Universities			Hogescholen		
	2021	2022	2023	2021	2022	2023
EM 120* or Pick 4 Subject Collections	€ 12.830	€ 13.215	€ 13.611	€ 8.805	€ 8.893	€ 8.982
EM 175* or Pick 5 Subject Collections	€ 18.905	€ 19.472	€ 20.057	€ 13.903	€ 14.042	€ 14.183
EM 200* or Pick 6 Subject Collections	€ 19.707	€ 20.298	€ 20.907	€ 14.776	€ 14.924	€ 15.073
EMAN Emerald Management eJournal Collection (all 9 management collection)	€ 22.587	€ 23.265	€ 23.963	€ 16.611	€ 16.777	€ 16.944
ECT Emerald Engineering, Computing & Technology eJournal Portfolio (new collection)	€ 19.518	€ 20.104	€ 20.707	€ 10.173	€ 10.275	€ 10.378
EM Premier	€ 25.908	€ 26.685	€ 27.486	€ 18.630	€ 18.817	€ 19.005

*The eJournal packages 120, 175 and 200 will not be available anymore as of 1 January 2022 and they have to be exchanged for 4, 5 or 6 Subject Collections (can be chosen both from the Management or the Special Subject collections)

Emerald Management Subject Collection Subscription						
	Universities			Hogescholen		
	2021	2022	2023	2021	2022	2023
Accounting, Finance & Economics	€ 5.066	€ 5.218	€ 5.217	€ 3.725	€ 3.762	€ 3.799
Business, Management & Strategy	€ 5.825	€ 6.000	€ 5.999	€ 4.283	€ 4.326	€ 4.369
HR, Learning & Organizational Studies	€ 3.797	€ 3.911	€ 3.910	€ 2.792	€ 2.820	€ 2.848
Marketing	€ 2.767	€ 2.850	€ 2.849	€ 2.033	€ 2.054	€ 2.074
Information & Knowledge Management	€ 2.767	€ 2.850	€ 2.849	€ 2.033	€ 2.054	€ 2.074
Operations, Logistics & Quality	€ 3.165	€ 3.260	€ 3.259	€ 2.327	€ 2.350	€ 2.374
Property Management & Built Environment	€ 4.843	€ 4.988	€ 4.987	€ 3.562	€ 3.597	€ 3.633
Public Policy & Environmental Management	€ 2.767	€ 2.850	€ 2.849	€ 2.033	€ 2.054	€ 2.074
Tourism & Hospitality	€ 2.491	€ 2.566	€ 2.565	€ 1.831	€ 1.850	€ 1.868

Emerald Specialist Subject Collection Subscriptions						
	Universities			Hogescholen		
	2021	2022	2023	2021	2022	2023
Engineering	€ 2.767	€ 2.850	€ 2.849	€ 2.033	€ 2.054	€ 2.074
Health & Social Care	€ 4.813	€ 4.958	€ 4.957	€ 3.537	€ 3.573	€ 3.609
Education	€ 2.630	€ 2.708	€ 2.707	€ 1.933	€ 1.952	€ 1.972
Library & Information Sciences	€ 2.767	€ 2.850	€ 2.849	€ 2.033	€ 2.054	€ 2.074

eJournal Select Subscriptions (Universities only)*			
	Universities		
	2021	2022	2023
Pick 5 eJournals titles (Subject Collection subscribers only)	€ 4.374	€ 4.505	€ 4.640
Emerald eJournal Select comprises the titles selected by the Institution. The Institution will notify the Publisher of the selected titles that will form the Emerald eJournal Select Product			

Hogescholen Pick & Mix eJournal Subscriptions			
	2021	2022	2023
25 Journals	€ 2.131	€ 2.153	€ 2.174
50 Journals	€ 4.263	€ 4.306	€ 4.349
75 Journals	€ 6.394	€ 6.458	€ 6.523
100 Journals	€ 8.525	€ 8.610	€ 8.696
Pick and Mix eJournal Subscription comprises the titles selected by the Institution. The Institution will notify the Publisher of the selected titles that will form the Pick and Mix Product.			

Public Libraries Subscription Packages			
	2021	2022	2023
Library and Information Sciences	€ 1.899	€ 1.956	€ 2.014
Information & Knowledge Management	€ 1.899	€ 1.956	€ 2.014
Both collections	€ 3.418	€ 3.520	€ 3.626

Rights to Publish: VSNU Institutions only (see Schedule A: Part 2)	2021	2022	2023
Number of pre-paid APC / Number of Vouchers*	71	86	101
Annual Minimum VSNU eJournal Spend**	€ 237.235	€ 244.352	€ 251.682
APC Discount***	10%	10%	10%

* The APC vouchers can only be used for articles submitted for publication in journals by eligible and submitting authors from a VSNU Institution with an active subscription (including journals selected by the relevant VSNU Institution within an eJournal Select package), in full OA journals and/or on the Emerald Open Research (EOR) platform in accordance with this Licence Agreement. Vouchers expire after the period(s) stated and cannot be used in subsequent periods.

** The obligation for the Publisher to issue the number of Vouchers stated in any year is conditional on the total Licence Fees payable by the VSNU Institutes collectively for any year being equal to or more than the relevant Annual Minimum VSNU eJournal Spend.

*** The APC discount is available to any Submitting Author from a VSNU Institution with an active subscription to any Emerald eJournal.

eBook Collections						
	Universities			Hogescholen		
	2021	2022	2023	2021	2022	2023
Business, Management & Economics Purchase (current year)	€ 10.882	€ 11.208	€ 11.545	€ 7.915	€ 8.152	€ 8.397
Business, Management & Economics Purchase (previous 5 years)	€ 21.803	€ 22.457	€ 23.131	€ 15.857	€ 16.333	€ 16.823
Business Management & Economics Full Archive Purchase	€ 42.298	€ 43.567	€ 44.874	€ 30.761	€ 31.684	€ 32.634
Social Sciences Purchase (current year)	€ 10.882	€ 11.208	€ 11.545	€ 7.915	€ 8.152	€ 8.397
Social Sciences Purchase (previous 5 years)	€ 15.877	€ 16.354	€ 16.844	€ 11.547	€ 11.894	€ 12.251
Social Sciences Full Archive Purchase	€ 26.699	€ 27.500	€ 28.325	€ 19.649	€ 20.239	€ 20.846

eBook Select Purchase (All Institutions)	2021	2022	2023
Select 50 eBooks	€ 5.100	€ 5.253	€ 5.411
Select 75 eBooks	€ 7.650	€ 7.880	€ 8.116
Select 100 eBooks	€ 10.200	€ 10.506	€ 10.821
Select 150 eBooks	€ 15.300	€ 15.759	€ 16.232
Select 200 eBooks	€ 20.400	€ 21.012	€ 21.642
Emerald eBook Select comprises the titles selected by the Institution. The Institution will notify the Publisher of the selected titles that will form the Emerald eBook Select Product			

Case Packages						
	Universities			Hogescholen		
	2021	2022	2023	2021	2022	2023
The Case Journal (subscription)	€ 1.797	€ 1.851	€ 1.907	€ 1.661	€ 1.711	€ 1.762
Emerging Market Case Studies (subscription)	€ 4.466	€ 4.703	€ 4.844	€ 3.196	€ 3.292	€ 3.391
The Case Collection (purchase)	€ 11.238	€ 11.575	€ 11.923	€ 10.092	€ 10.395	€ 10.707

Explanation of Types of Licence Agreement and Licence Fees

In return for paying an annual Licence Fee, the Institution will be granted the Rights of Use and the Right to Publish for VSNU Institutions for the Licensed Material as appropriate.

Conditions

1. Additional information about the Emerald to all journals, databases, e-books and e-cases stated within this Agreement is available at <https://www.emerald.com/insight/> including archives content. A detailed product list is included for information at Schedule C-b;
2. The subscription periods for this agreement start on January 1st and expire December 31st;
3. Prices are in Euro, exclusive of VAT;

4. The Parties acknowledge that the Licence Fees include an annual increase annually with 3% for the Universities and with 1% for the Hogescholen; some products have more steady prices;
5. Hogescholen can change their packages and 10% of the journals from the Pick & Mix packages on an annual basis;
6. Hogescholen can end their subscription annually with a two (2) month notice (prior to end of the then current subscription year);
7. If the licence is acquired in the course of a licence year, the Licence Fee will be calculated on a pro-rata basis for the remaining subscription period;
8. The Publisher shall provide access in perpetuity for Institutions to Licensed Materials that are purchased on a subscription basis (in respect of the product's content published and paid for during the relevant subscription period). If no right of access in perpetuity is granted, (for products sold on a non-subscription or purchase basis) the right to access the Licensed Materials will terminate at the end of the relevant subscription period (or other access period as specified).
9. Perpetual access rights are subject to the terms of this Licence Agreement and Publisher may terminate this arrangement if either (a) the Institution is in breach of any terms; or (b) the Publisher no longer has the right to grant such access to the Institution (in which case termination of the perpetual access right shall be for the affected part of the Licensed Materials only).
10. Complimentary access to previous editions is available with eJournal subscriptions, at the discretion of the Publisher.

Schedule C Model Licence Agreement with Schedules

The undersigned:

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

and

Emerald Publishing Ltd., with its registered office at Howard House, Wagon Lane, Bingley BD16 1WA, United Kingdom, duly represented in this matter by its Director, referred to hereinafter as **"Publisher"**;

hereinafter jointly referred to as the **"Parties"**.

Whereas:

Publisher has concluded the Publish and Read Agreement with SURF B.V. (referred to hereinafter as "SURF"). SURF provides Intermediary Services in respect of the acquisition of Rights of Use as well as the Rights to Publish Open Access. The negotiated results are laid down in the underlying Licence Agreement (referred to hereinafter as "Licence Agreement").

Declare that they have agreed as follows:

Definitions

Definition	Description
Agreement	The Publish and Read Agreement and its associated Schedules.
Contact Person	The employee of the Institution appointed by the Institution who will maintain contact with SURF in respect of the Agreement.
Course Packs	A multi-source collection or compilation of information (e.g. book chapters, journal articles, abstracts, multi-media materials) assembled by members of staff of the Institution for use by students for the purpose of training, education and instruction, either in printed, electronic or non-print perceptible (audio or braille) form.
Documentation	The description of the Licensed Material.
Eligible Author	Teaching and research staff employed by or otherwise accredited to one of the VSNU Institutions as well as students enrolled or accredited to one of these Institutions and who want to publish Open Access articles.
End-User	A person appointed or employed or formerly employed and retired by the Institution or otherwise authorised in the context of the Institution's operations, as well as a student, external student, course participant registered with the Institution, who is authorised by the Institution to access the Licensed Material pursuant to the terms of this Licence Agreement. End-user also includes a third party solely within the premises of the Institutions.
Hybrid Journals	Subscription journals in which some of the articles are open access.
Intermediary Services	The services to be supplied by SURF, in accordance with the Agreement.
Licence Agreement	The agreement regarding the Right of Use and/or the Rights to Publish in respect of the Licensed Material that is concluded between Publisher and the Institution via SURF as intermediary. The Licence Agreement is included as Schedule C.
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Licensed Material	The material selected by the Institution under clause 3.1 from the available material specified in Schedules B and C-a of which the Institution can acquire Rights of Use subject to the terms of this Licence Agreement.
Open Access	Online research output that is not behind a pay wall and is subject only to limited restrictions on access as stipulated in the open access licence applied to it.
Personal Data	Personal data processed by Publisher on behalf of the Institution regarding End-Users and employees/students of the Institution, as defined in the General Data Protection Regulation.
Rights of Use	The rights granted to an Institution by Publisher to use Licensed Material for a specified period for the benefit of its End-Users.
Rights to Publish	The rights granted to Eligible Authors of the VSNU Institutions by Publisher to publish articles in Open Access in the journals of Publisher in accordance with the terms of this Licence Agreement.
Schedules	Appendices to the Agreement which form part of this Agreement. The Schedules set forth the conditions referred to in this Agreement.
Submitting Author	The author who is responsible for the submission of an article and who functions as a contact person for the Publisher.
VSNU Institution	A participating VSNU Institution listed in Schedule A Part 2.

Article 1 Subject of this Licence Agreement

- 1.1 The Publisher hereby grants to the Institution, subject to and in accordance with the terms of this Licence Agreement, the Rights of Use as well as the Rights to Publish for the VSNU Institutions regarding the Licensed Material.
- 1.2 End-Users at the Institution shall acquire the Rights of Use regarding the Licensed Material in accordance with the provisions of this Licence Agreement if the use made of the Licensed Material takes place in the interest of the educational activities and/or research carried out by the Institution. Use of the Licensed Material shall be permitted solely for non-commercial purposes. Use of the Licensed Material is not subject to any restrictions regarding the number of (simultaneous) End-Users.
- 1.3 In the context of use of the Licensed Material, the Institution shall be entitled to use an introductory screen displaying its own logo or the logo of its library when giving access to the Licensed Material.
- 1.4 Unless specified otherwise by the Institution, this Licence Agreement shall take effect on the date it is signed. The text of the signed Agreement shall be made available to the Institution in such a way that this Licence Agreement can be stored by the Institution on a durable medium.
- 1.5 Without prejudice to the provisions set out in [Article 13](#), this Licence Agreement shall terminate on 31 December 2023 or on the date of termination of the Agreement referred to in the preamble to this Licence Agreement.
- 1.6 The Publisher hereby grants to the Institution, subject to and in accordance with the terms of this Licence Agreement, a non-exclusive licence for the metadata associated with the Licensed Material for use in local library catalogues, union catalogues, and such other library and information systems including but not limited to search machines of the Institution and third parties. The use of metadata by commercial search machines does not constitute commercial use as long as that metadata is not sold, lent, distributed or otherwise re-licensed via that search machine or the access to that metadata on that search machine is exclusively being charged for.

Article 2 Intellectual Property Rights

- 2.1 The intellectual property rights in respect of the Licensed Material and Documentation shall be vested in Publisher.
- 2.2 The Licensed Material shall remain the property of Publisher or the relevant third party if Publisher is not the owner.
- 2.3 In making the above mentioned Licensed Material available to End-Users, the Institution shall use its best efforts to ensure that said End-Users do not infringe the intellectual property rights in respect of said items.
- 2.4 Publisher warrants that the use of the Licensed Material by Institutions shall not infringe any intellectual property rights. Publisher indemnifies Institution against all liabilities, costs, damages and losses in respect of infringement by the Licensed Material of any intellectual property rights of third parties.

Article 3 Licensed Material, Licence Models and Licence Fees

- 3.1 On signing this Licence Agreement, the Institution shall indicate which of the Licensed Material, Licence Models and Licence Fees specified in Schedule C-a it will use. For this purpose, the Institution shall use the digital services provided by SURF.
- 3.2 If Publisher brings new publications onto the market, Parties shall consult with one another regarding whether the said new publications are to be included in the Licensed Material pursuant to the Agreement.
- 3.3 The Institution shall pay the Licence Fee to the Publisher via SURF.
- 3.4 The Rights of Use and Rights to Publish are subject to payment of the Licence Fee and the Rights to Publish will only become available once the Publisher receives payment. In case of a new Licence Agreement, the already participating Institutions will receive a grace period of three (3) months for access and for publishing for the first year of the new Agreement, and for the collections already subscribing to.

Article 4 Support

- 4.1 Publisher shall provide customer support services to the Contact Person of the Institution by e-mail or over the phone. This includes answering e-mail queries about the use, functionality and content of the Licensed Material within 1 working day.
- 4.2 Publisher shall provide the Institution with reasonable support to enable End-Users to make optimum use of the Licensed Material.
- 4.3 The support provided by Publisher shall consist of:
 - a helpdesk accessible during UK office hours;
 - (optional) instruction material;
 - (optional) promotion material.

Article 5 Rights of Use

- 5.1 In consideration for the Licence Fee, Publisher grants the Institution and its End-Users the following Rights of Use subject always to full attribution/appropriate acknowledgment of the source:
 - 5.1.1 searching, loading, calling up on screen, consulting the Licensed Material and/or causing the Licensed Material to function;
 - 5.1.2 copying of parts of the Licensed Material to the End-User's hard disk and printing parts of the Licensed Material;
 - 5.1.3 transferring parts of the Licensed Material to a text file and integrating this wholly or partly into electronic databases belonging to the End-User, or merging it with such electronic databases;
 - 5.1.4 inclusion, without being required to make any further fair payment, of parts of the Licensed Material in electronic or paper publications created as information to assist in educational activities;
 - 5.1.5 the inclusion of links to the Licensed Material;
 - 5.1.6 the use of parts of the Licensed Material in printed and/or electronic form in the context of interlibrary loans;

- 5.1.7 inclusion and making available of those parts of the Licensed Material that were produced by employees working for the Institution in the institutional repository and on the personal web pages of the employee concerned subject to the Publisher's green open access policy (<https://www.emeraldgrouppublishing.com/products/open-research-emerald/our-open-research-policies#green>);
 - 5.1.8 downloading and printing out parts of the Licensed Materials free of charge in Course Packs by members of staff in connection with courses for academic credit and distribute these to the students of the Institution;
 - 5.1.9 incorporating links to the Licensed Materials as well as parts of the Licensed Materials in Course Packs in connection with courses for academic credit free of charge by members of staff to be distributed or made available to the students of the Institution via Virtual Learning Environments or within an e-mail communication;
 - 5.1.10 offering Course Packs in audio or braille to students who are in the reasonable opinion of the Institution visually impaired;
 - 5.1.11 the parts of the Licensed Materials used in Course Packs shall carry appropriate acknowledgement of the source, title, author and Publisher;
 - 5.1.12 to download and make copies of the whole or any parts of the Licensed Material for the purposes of, and to perform and engage in computational analysis (including text and data mining) using the Licensed Material for the purpose of research and other educational purposes, and to permit Authorised Users to distribute and display the results and otherwise use them (publicly or otherwise). Copies of Licensed Material made under this clause shall be deleted promptly after the computational analysis has been completed.
- 5.2 Publisher acknowledges and agrees that it shall not require End-Users to enter into any end user Licence Agreement or other terms and conditions of use in connection with their access to or use of the Licensed Material or otherwise impose any restrictions on an End-User's use of the Licensed Material other than those provided in this Licence Agreement.
- 5.3 The Publisher shall not, and shall not seek to, collect Personal Data in relation to any End-User other than as is reasonably and properly required for the administration of this Licence Agreement and shall fully comply with its obligations under the applicable data protection laws in relation to the collection, use and retention, and any other processing of any such Personal Data.
- 5.4 The provisions of this Licence Agreement are without limitation to the rights of the Institution or Authorised Users to perform any act permitted under the Dutch Copyright Law (Auteurswet), or permitted under any CC-BY or other Open Access licence applicable to the Licensed Material or otherwise which, apart from the rights granted under this Licence Agreement, would not infringe the intellectual property rights in the Licensed Material and, notwithstanding any provision of this Licence Agreement, the Institution and Authorised Users shall remain entitled to perform any such acts.

Article 6 Responsibilities of the Institution

- 6.1 Where possible and where authorised to do so, the Institution shall make reasonable efforts to ensure that End-Users observe the obligations in accordance with the provisions of [Article 1, clauses 1 and 5](#). Should it appear that an End-User does not comply with some or all of the obligations, the Institution, upon first being requested to do so by Publisher, shall take the measures that can reasonably be expected of it so as to cause the non-compliance to cease.

Article 7 Responsibilities of the Publisher

- 7.1 Publisher shall be responsible and accountable for the quality of access and availability of the Licensed Material. Publisher shall use its reasonable endeavours to make the Licensed Material available for consultation 24 hours a day, seven (7) days a week, save for routine maintenance, and to restore access as soon as possible in the event of an interruption or suspension of service.
- 7.2 Publisher shall be responsible and accountable for the publishing in Open Access of all articles submitted by Eligible Authors and accepted for publication by Publisher, in the journals as specified in Schedule C-b and for which the VSNU Institutions have a license subject to compliance with the terms of this Licence Agreement by the Institution and/or the Eligible Author.
- 7.3 Publisher may temporarily suspend access to the Licensed Material without announcing this in advance if repair work is necessary as a result of an emergency that has occurred. Publisher shall immediately inform the Institution as well as SURF of this event, giving the reasons. If the said repair work takes longer than one (1) business day, the Institution shall be entitled to monetary reimbursement of a proportionate amount of the total License Fee.
- 7.4 The Publisher reserves the right at any time to withdraw from the Licensed Material any item or part of an item for which it no longer retains the right to publish or any item or part of an item for which the Publisher has reasonable grounds to believe it infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Publisher shall give written notice to the Institution of such withdrawal. If the withdrawn material represents more than five per cent (5%) of the Licensed Material the Publisher shall make a pro rata refund of part of the Licence Fee to the Institution, taking into account the amount of material withdrawn and the remaining term of this Licence Agreement.
- 7.5 Publisher undertakes to provide the Institutions with statistics on usage, free of charge, according to the standards of the latest Project Counter release (<http://www.projectcounter.org>).
- 7.6 Publisher shall support and allow the systematic harvesting of usage statistics through the SUSHI protocol (<https://www.niso.org/standards-committees/sushi>).
- 7.7 Publisher agrees to use all best efforts to comply with the Code of Practice of Project Transfer relating to the transfer of titles between publishers (<https://www.niso.org/standards-committees/transfer>).
- 7.8 Publisher shall provide link-resolver vendors and other library systems suppliers quarterly with full details of the Licensed Material in accordance with the most current KBART standard (<http://www.uksg.org/kbart/s5/guidelines>); and also with related data of (i) the first and final year, volume, and issue and (ii) the algorithm or syntax for constructing an article-level link from an article's metadata within the Licensed Material.
- 7.9 The Publisher agrees to inform SURF and the Institutions once a year of the dark archives (e.g. Portico, LOCKSS, CLOCKSS) that the Publisher uses for the deposit of its content in the event of a force majeure or if the Publisher ceases to exist.
- 7.10 The Publisher agrees to use all best efforts to comply with the Open URL Standard (<http://www.niso.org/publications/ansiniso-z3988-2004-r2010-openurl-framework-context-sensitive-services>).
- 7.11 The Publisher agrees to use all best efforts to comply with the W3C Standard (<http://www.w3.org/WAI/Resources/?#in>).

- 7.12 Publisher agrees to use all best efforts to make the content available for reading on mobile devices, according to the standards of W3C (<https://www.w3.org/2011/02/mobile-web-app-state.html>).
- 7.13 Unless separately agreed, Publisher shall not be permitted to include third-party advertising in the Licensed Material. Publisher shall be permitted to display a “banner” on parts of the Licensed Material specifying the publications from which specific portions are taken. Publisher shall be permitted to create a link to the websites of the providers of the said publications on condition that those websites do not contain frame killers.
- 7.14 Publisher shall use all reasonable efforts to provide relevant information to third party discovery tools (such as Scopus, Summon), in accordance with NISO recommendations (https://groups.niso.org/apps/group_public/download.php/14820/rp-19-2014_ODI.pdf).

Article 8 Open Access Publishing

- 8.1 In consideration of the Licence Fee, Emerald will issue the number of vouchers specified per year in Schedules B and C-a of the Agreement, in respect of prepaid Article Processing Charges, that can be redeemed by Eligible Authors for publishing their content in accordance with and subject to the conditions of this clause (Vouchers).
- 8.2 The obligation for the Publisher to issue the number of Vouchers stated in any year is conditional on the total Licence Fees payable by the VSNU Institutes collectively for any year being equal to or more than the relevant annual minimum VSNU ejournal spend.
- 8.3 The Vouchers expire after the period(s) stated and cannot be used in subsequent periods.
- 8.4 Publisher will publish in Open Access any article submitted by an Eligible Author and accepted by Publisher for publication (see clause 8.6), at no direct costs to the Eligible Author or the Institution, but only for (i) the journals in the packages the Eligible Author’s Institution has subscribed to; (ii) in full OA journals; and (iii) on the Emerald Open Research (EOR) platform, and provided that there is a voucher available. Eligibility is based on the moment of submitting, also if eligibility is checked (again) during the acceptance process. Vouchers will be assigned at the moment of acceptance and Vouchers will be allocated on a first come first served basis.
- 8.5 Acceptance of articles for publication will be subject to the acceptance criteria (including editorial and peer review standards) for the applicable journal/platform and must represent original research.
- 8.6 A condition of redemption is that the Eligible Authors must agree that, and grant all necessary rights to enable, the accepted article to be published on a Creative Commons Attribution 4.0 International (CC BY 4.0) licence (or other open access licence agreed between the Eligible Author and Emerald). Eligible Authors retain copyright to their publications and only grants to the Publisher non-exclusive Rights to Publish the article. Third-party content included in a publication, for example images or graphics, should be clearly labelled and are not affected by these requirements.
- 8.7 Eligible Authors will be identified by Publisher by requesting at least one of the following parameters at the point of submission (this information must be provided by the Eligible Author):
- a customized drop down list of the institutions;
 - IP ranges specified by the Institution;
 - Institutional e-mail domain;

- persistent identifier, such as ORCID or other recognized institutional identifier as provided by the Eligible Author and published in the Article Metadata; and/or
 - affiliation.
- 8.8 The Publisher will clearly indicate the availability of this Agreement to Eligible Authors both within its submitting process and on its website. This will make clear that Eligible Authors do not need to pay Article Processing Charges ("APC") for Open Access articles in journals their Institution subscribes to.
- 8.9 Any article by an Eligible Author that has been published under a standard licence but that would have been eligible for the redemption of a voucher under this clause, will be published in Open Access retroactively as from the start date of this Licence Agreement if the Eligible Author consents. Publisher and SURF/VSNU Consortium will evaluate the effectiveness and efficiency of this process every half year in order to decide if process improvement for further OA uptake is needed.
- 8.10 If after submission of an article the eligibility of that article changes, Publisher will inform the Submitting Author as soon as reasonably practicable.
- 8.11 Emerald's green open access route offers all Emerald journal authors or book chapter authors the option to make their research immediately and openly available upon official publication, free from payment in specified locations in accordance with its policy available at <https://www.emeraldgrouppublishing.com/products/open-research-emerald/our-open-research-policies#green>.
- 8.12 Publisher will notify the Institutions as well as a Submitting Author in due time (at a minimum to SURF when only 15 Vouchers are remaining in any period) if the maximum number of OA articles will be reached, and if the author chooses to proceed, an Article Processing Fee with 10% discount will have to be paid by the Submitting Author. Emerald will use reasonable endeavors to notify Eligible Authors within its submission system of the availability of Vouchers.
- 8.13 Publisher shall make available to SURF and the Consortium monthly information per Institution of all articles of its Eligible Authors that have been published (Open Access or otherwise) in Hybrid Journals and Full OA journals or on the EOR Platform. This information shall include the following details:
1. Name of the Submitting Author;
 2. E-mail address of Submitting Author;
 3. Institution name;
 4. Article title;
 5. Article DOI;
 6. Clickable DOI;
 7. Article type;
 8. Journal title;
 9. eISSN;
 10. OA licence type;
 11. Date first published online;
 12. Paid charges;
 13. Funding organisation;
 14. Grant number;
 15. OA status (f.i. "accepted"; "published"; "rejected"; "opt-out").

The information shall be available to SURF and the Consortium through MS Teams, and is permanently updated by Publisher.

8.14 Publisher shall make available information about all articles (Open Access and otherwise) published by the Institutions over the period 1 January until 30 June and 1 July until 31 December. This information includes the following details:

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

The information shall be made available within four (4) weeks after the end of the six (6) month periods to SURF and to the VSNU Consortium.

8.15 For journals running in the standard production workflow, Publisher shall incorporate tags in meta-data to indicate if an article has been published in Open Access: <https://www.niso-sts.org/TagLibrary/niso-sts-TL-1-0-html/element/open-access.html>.

8.16 Article types that are included in the service:

- Original Papers;
- Review Papers.

The following article types will be published in Open Access by default, but will not be charged for / count for the quatum:

- Brief Communications;
- Continuing Education;
- Case Reports;
- Letters to the editor;
- Invited Letters.

8.17 Articles that are eligible for Open Access publishing under this Licence Agreement but have not been recognised as such by Publisher will be considered incorrectly processed unless the Eligible Author did not provide the information to allow identification under clause 8.7. If the Eligible Author consents and there is a voucher available, the Publisher will convert any incorrectly processed articles to Open Access on request.

8.18 Articles that have been funded by NWO must be compliant with the requirements as outlined in [Schedule D NWO Requirements](#).

Article 9 Long Term Preservation and Continuous Access

9.1 Long term preservation:

Publisher guarantees to archive the Licensed Material including Open Access articles in at least one of the established e-journal archiving initiatives such as Portico, LOCKSS or CLOCKSS.

- 9.1 Continuous access in case of ‘trigger events’:
Access to and use of the Licensed Material which was published and paid for during the term of the current and possible preceding Agreements will be available through one of the established e-journal archiving initiatives (subject to any membership requirements) if one or more of the following events (‘trigger events’) occur:
- a catastrophic and sustained failure of the Publisher’s delivery platform or
 - the Publisher stops operations, or
 - the Publisher ceases to publish a title, or
 - the Publisher no longer offers back issues.
- 9.2 Continuous access in case of termination of this Licence Agreement:
In the case of termination of this Licence Agreement, except when such termination is due to a breach of this Licence Agreement by Institution, Publisher will provide the Institution and its End-Users with continuous access to and use of the Licensed Material which was published and paid for during the term of this and possible preceding Licence Agreements, without charge, either by one or more of the following options:
1. continued online access to archival copies of the same Licensed Material on the Publishers’ server;
 2. granting access to one of the aforementioned accepted e-journal archiving solutions.

Article 10 Privacy

- 10.1 Publisher is required to process the Personal Data in accordance with the provisions of the General Data Protection Regulation (GDPR).
- 10.2 Publisher shall only process the Personal Data at the behest of and in accordance with the instructions of the Institution. Publisher is not allowed to use the Personal Data for its own purposes.
- 10.3 Unless statutory provisions provide otherwise, Publisher is not entitled, at any time, to utilize some or all of the Personal Data that is made available to the Publisher other than for performance of this Licence Agreement, or to cause it to be so utilized.
- 10.4 Publisher shall not allow third parties of access to the Personal Data without the prior consent of the Institution.
- 10.5 Publisher shall process the Personal Data only within the European Economic Area or in a country with an appropriate level of protection as indicated by the GDPR or subject to appropriate safeguards as indicated by the GDPR.
- 10.6 Publisher shall cooperate fully with the Institution to (i) enable data subjects as defined in the GDPR to inspect their Personal Data; (ii) to enable such parties to have their Personal Data deleted or corrected; and/or (iii) to demonstrate to such parties that their Personal Data has been deleted or corrected if it is incorrect or, if the Institution disputes the position adopted by the party concerned, to record that the party concerned considers his/her Personal Data to be incorrect.

Article 11 Security

- 11.1 Publisher shall take appropriate technical and organisational security measures in order to protect the Personal Data from any data breach as defined in the GDPR, inter alia from being lost and from any type of unlawful processing. Taking account of the state of technology and the cost

of implementing them, these measures shall provide an appropriate level of security in view of the risks associated with such processing and the nature of the data being protected.

- 11.2 Publisher shall immediately notify the Institution regarding any security-related incidents and their potential impact on the processing of Personal Data.
- 11.3 Publisher shall only engage subcontractors with which it has concluded a written Agreement comprising secrecy and security obligations in accordance with the obligations of this Licence Agreement.
- 11.4 If an authority requests Publisher to provide Personal Data, Publisher shall notify the Institution to that effect and shall enable the Institution to assert its rights. Publisher shall limit access of the authority to the extent possible.

Article 12 Liability

- 12.1 Except as expressly provided in this Licence Agreement, all representations or warranties of any kind, express or implied, including but not limited to the accuracy of the information contained in the Licensed Materials, merchantability or fitness of use for a particular purpose are to the fullest extent permitted by law excluded from this Agreement and accordingly the Licensed Materials are supplied "as is".
- 12.2 The Publisher shall indemnify the Institution (for itself and for the benefit of any End-Users) against all liabilities, costs, expenses, damages and losses suffered or incurred by the Institution or End-Users arising out of or in connection with any claim by or action brought by any third party that the access and Rights of Use regarding the Licensed Material by the Institution or by any End-User in accordance with this Licence Agreement infringes the intellectual property rights of that third party.
- 12.3 Nothing in this Licence Agreement shall make the Institution liable for any breach of this Licence Agreement by any authorised End-User, provided that the Institution did not cause or knowingly assist or condone the continuation of the breach after becoming aware of an actual breach having occurred.
- 12.4 Neither the Institution nor the Publisher shall be liable to the other for:
 - any special, indirect, incidental, punitive or consequential damages; or
 - loss of direct or indirect profits, business, contracts, revenue or anticipated savings; or
 - any increased costs or expenses.
- 12.5 No party excludes or limits its liability under this Agreement for:
 - death or personal injury to the extent it results from its gross negligence and/or willful intent or that of its employees or agents in the course of their engagement; or
 - its own fraud or that of its employees or agents in the course of their engagement.
- 12.6 Each Party's total liability to the other Party under or in connection with this Licence Agreement is limited to the maximum amount of the paid annual Licence Fee, for the most recent licence year.

Article 13 Termination or Dissolution

- 13.1 The Institution may terminate the Agreement, effective from the first day of the next subscription period if sufficient funds are not provided or allotted in future government-approved budgets of the Institution (or reasonably available or expected to become available from other sources at the time the Institution's payment obligation attaches) to permit the

Institution, in the exercise of its reasonable administrative discretion, to continue the Licence Agreement.

13.2 Premature termination of this Licence Agreement by either Party shall be possible – with immediate effect, without judicial intervention, and without any obligation to pay damages – in the following circumstances:

- the other Party acts contrary to an obligation set forth in this Licence Agreement under the condition that a notification in writing of the breach has been arranged for, setting a reasonable term for compliance with the relevant obligation;
- submission of an application for a suspension of payments by either Party;
- insolvency of either Party.

13.3 Obligations which by their nature are intended to continue after the termination or dissolution of this Licence Agreement will continue after such dissolution.

Article 14 Supplementary Provisions

14.1 This Licence Agreement shall be governed by Dutch law.

14.2 Any dispute regarding the creation, interpretation, or implementation of this Licence Agreement, will be submitted to the competent court in Utrecht, The Netherlands, for adjudication.

14.3 A dispute shall be deemed to exist if one of the Parties notifies the other Party to that effect by registered mail.

14.4 The provisions and conditions contained in this Licence Agreement and the Schedules shall specify the entire Licence Agreement between the Parties and shall set aside all previous agreements, whether oral or written, made between the Parties.

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



Signatures and Schedules

Thus agreed and signed,

At _____

At Bingley, United Kingdom

On _____

On _____, 2021

On behalf of <Name of Institution>

On behalf of Emerald Publishing Ltd.

<Name>
<Function>

<Name>
Director

Schedules

- C-a: Description of Licensed Material, Licence Models and Licence Fees;
- C-b: Detailed list of Licensed Material with access and publishing rights.

Schedule C-a Description of available Licensed Material and associated Licence Fees

(amounts exclusive of VAT)

eJournal Variant/Subject Collection Subscription Package						
	Universities			Hogescholen		
	2021	2022	2023	2021	2022	2023
EM 120* or Pick 4 Subject Collections	€ 12.830	€ 13.215	€ 13.611	€ 8.805	€ 8.893	€ 8.982
EM 175* or Pick 5 Subject Collections	€ 18.905	€ 19.472	€ 20.057	€ 13.903	€ 14.042	€ 14.183
EM 200* or Pick 6 Subject Collections	€ 19.707	€ 20.298	€ 20.907	€ 14.776	€ 14.924	€ 15.073
EMAN Emerald Management eJournal Collection (all 9 management collection)	€ 22.587	€ 23.265	€ 23.963	€ 16.611	€ 16.777	€ 16.944
ECT Emerald Engineering, Computing & Technology eJournal Portfolio (new collection)	€ 19.518	€ 20.104	€ 20.707	€ 10.173	€ 10.275	€ 10.378
EM Premier	€ 25.908	€ 26.685	€ 27.486	€ 18.630	€ 18.817	€ 19.005

*The eJournal packages 120, 175 and 200 will not be available anymore as of 1 January 2022 and they have to be exchanged for 4, 5 or 6 Subject Collections (can be chosen both from the Management or the Special Subject collections)

Emerald Management Subject Collection Subscription						
	Universities			Hogescholen		
	2021	2022	2023	2021	2022	2023
Accounting, Finance & Economics	€ 5.066	€ 5.218	€ 5.217	€ 3.725	€ 3.762	€ 3.799
Business, Management & Strategy	€ 5.825	€ 6.000	€ 5.999	€ 4.283	€ 4.326	€ 4.369
HR, Learning & Organizational Studies	€ 3.797	€ 3.911	€ 3.910	€ 2.792	€ 2.820	€ 2.848
Marketing	€ 2.767	€ 2.850	€ 2.849	€ 2.033	€ 2.054	€ 2.074
Information & Knowledge Management	€ 2.767	€ 2.850	€ 2.849	€ 2.033	€ 2.054	€ 2.074
Operations, Logistics & Quality	€ 3.165	€ 3.260	€ 3.259	€ 2.327	€ 2.350	€ 2.374
Property Management & Built Environment	€ 4.843	€ 4.988	€ 4.987	€ 3.562	€ 3.597	€ 3.633
Public Policy & Environmental Management	€ 2.767	€ 2.850	€ 2.849	€ 2.033	€ 2.054	€ 2.074
Tourism & Hospitality	€ 2.491	€ 2.566	€ 2.565	€ 1.831	€ 1.850	€ 1.868

Emerald Specialist Subject Collection Subscriptions						
	Universities			Hogescholen		
	2021	2022	2023	2021	2022	2023
Engineering	€ 2.767	€ 2.850	€ 2.849	€ 2.033	€ 2.054	€ 2.074
Health & Social Care	€ 4.813	€ 4.958	€ 4.957	€ 3.537	€ 3.573	€ 3.609
Education	€ 2.630	€ 2.708	€ 2.707	€ 1.933	€ 1.952	€ 1.972
Library & Information Sciences	€ 2.767	€ 2.850	€ 2.849	€ 2.033	€ 2.054	€ 2.074

eJournal Select Subscriptions (Universities only)*			
	Universities		
	2021	2022	2023
Pick 5 eJournals titles (Subject Collection subscribers only)	€ 4.374	€ 4.505	€ 4.640
Emerald eJournal Select comprises the titles selected by the Institution. The Institution will notify the Publisher of the selected titles that will form the Emerald eJournal Select Product			

Hogescholen Pick & Mix eJournal Subscriptions			
	2021	2022	2023
25 Journals	€ 2.131	€ 2.153	€ 2.174
50 Journals	€ 4.263	€ 4.306	€ 4.349
75 Journals	€ 6.394	€ 6.458	€ 6.523
100 Journals	€ 8.525	€ 8.610	€ 8.696
Pick and Mix eJournal Subscription comprises the titles selected by the Institution. The Institution will notify the Publisher of the selected titles that will form the Pick and Mix Product.			

Public Libraries Subscription Packages			
	2021	2022	2023
Library and Information Sciences	€ 1.899	€ 1.956	€ 2.014
Information & Knowledge Management	€ 1.899	€ 1.956	€ 2.014
Both collections	€ 3.418	€ 3.520	€ 3.626

Rights to Publish: VSNU Institutions only (see Schedule A: Part 2)	2021	2022	2023
Number of pre-paid APC / Number of Vouchers*	71	86	101
Annual Minimum VSNU eJournal Spend**	€ 237.235	€ 244.352	€ 251.682
APC Discount***	10%	10%	10%

* The APC vouchers can only be used for articles submitted for publication in journals by eligible and submitting authors from a VSNU Institution with an active subscription (including journals selected by the relevant VSNU Institution within an eJournal Select package), in full OA journals and/or on the Emerald Open Research (EOR) platform in accordance with this Licence Agreement. Vouchers expire after the period(s) stated and cannot be used in subsequent periods.

** The obligation for the Publisher to issue the number of Vouchers stated in any year is conditional on the total Licence Fees payable by the VSNU Institutes collectively for any year being equal to or more than the relevant Annual Minimum VSNU eJournal Spend.

*** The APC discount is available to any Submitting Author from a VSNU Institution with an active subscription to any Emerald eJournal.

eBook Collections						
	Universities			Hogescholen		
	2021	2022	2023	2021	2022	2023
Business, Management & Economics Purchase (current year)	€ 10.882	€ 11.208	€ 11.545	€ 7.915	€ 8.152	€ 8.397
Business, Management & Economics Purchase (previous 5 years)	€ 21.803	€ 22.457	€ 23.131	€ 15.857	€ 16.333	€ 16.823
Business Management & Economics Full Archive Purchase	€ 42.298	€ 43.567	€ 44.874	€ 30.761	€ 31.684	€ 32.634
Social Sciences Purchase (current year)	€ 10.882	€ 11.208	€ 11.545	€ 7.915	€ 8.152	€ 8.397
Social Sciences Purchase (previous 5 years)	€ 15.877	€ 16.354	€ 16.844	€ 11.547	€ 11.894	€ 12.251
Social Sciences Full Archive Purchase	€ 26.699	€ 27.500	€ 28.325	€ 19.649	€ 20.239	€ 20.846

eBook Select Purchase (All Institutions)	2021	2022	2023
Select 50 eBooks	€ 5.100	€ 5.253	€ 5.411
Select 75 eBooks	€ 7.650	€ 7.880	€ 8.116
Select 100 eBooks	€ 10.200	€ 10.506	€ 10.821
Select 150 eBooks	€ 15.300	€ 15.759	€ 16.232
Select 200 eBooks	€ 20.400	€ 21.012	€ 21.642
Emerald eBook Select comprises the titles selected by the Institution. The Institution will notify the Publisher of the selected titles that will form the Emerald eBook Select Product			

Case Packages						
	Universities			Hogescholen		
	2021	2022	2023	2021	2022	2023
The Case Journal (subscription)	€ 1.797	€ 1.851	€ 1.907	€ 1.661	€ 1.711	€ 1.762
Emerging Market Case Studies (subscription)	€ 4.466	€ 4.703	€ 4.844	€ 3.196	€ 3.292	€ 3.391
The Case Collection (purchase)	€ 11.238	€ 11.575	€ 11.923	€ 10.092	€ 10.395	€ 10.707

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2. The subscription periods for this agreement start on January 1st and expire December 31st;
3. Prices are in Euro, exclusive of VAT;

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Journal title	ISSN	Subject Collection	EM 120	EM 175	EM 200	EMAN
Academia Revista Latinoamericana de Administración	1012-8255	Business, Management & Strategy				*
Accounting Research Journal	1030-9616	Accounting, Finance & Economics			*	*
Accounting, Auditing & Accountability Journal	0951-3574	Accounting, Finance & Economics	*	*	*	*
Advances in Autism	2056-3868	Health & Social Care				
Advances in Dual Diagnosis	1757-0972	Health & Social Care				
Advances in Mental Health and Intellectual Disabilities	2044-1282	Health & Social Care				
African Journal of Economic and Management Studies	2040-0705	Business, Management & Strategy				*
Agricultural Finance Review	0002-1466	Accounting, Finance & Economics			*	*
Aircraft Engineering and Aerospace Technology	0002-2667	Engineering				
American Journal of Business	1935-5181	Business, Management & Strategy				*
Annals in Social Responsibility	2056-3515	Business, Management & Strategy				*
Anti-Corrosion Methods and Materials	0003-5599	Engineering				
Archnet-IJAR	2631-6862	Property Management & Built Environment				*
Arts and the Market	2056-4945	Marketing				*
Asia Pacific Journal of Marketing and Logistics	1355-5855	Marketing	*	*	*	*
Asian Education and Development Studies	2046-3162	Education				
Asian Review of Accounting	1321-7348	Accounting, Finance & Economics		*	*	*
Asia-Pacific Journal of Business Administration	1757-4323	Business, Management & Strategy			*	*
Aslib Journal of Information Management	2050-3806	Library & Information Sciences	*	*	*	
Assembly Automation	0144-5154	Engineering				
Baltic Journal of Management	1746-5265	Business, Management & Strategy		*	*	*
Benchmarking: An International Journal	1463-5771	Operations, Logistics & Quality	*	*	*	*
British Food Journal	0007-070X	Public Policy & Environmental Management	*	*	*	*
Built Environment Project and Asset Management	2044-124X	Property Management & Built Environment				*
Business Process Management Journal	1463-7154	Operations, Logistics & Quality	*	*	*	*
Career Development International	1362-0436	HR, Learning & Organization Studies	*	*	*	*
China Agricultural Economic Review	1756-137X	Accounting, Finance & Economics			*	*
China Finance Review International	2044-1398	Accounting, Finance & Economics				*
Chinese Management Studies	1750-614X	Business, Management & Strategy		*	*	*
Circuit World	0305-6120	Engineering				

Journal title	ISSN	Subject Collection	EM 120	EM 175	EM 200	EMAN
Collection and Curation	2514-9326	Library & Information Sciences	*	*	*	
COMPEL	0332-1649	Engineering				
Competitiveness Review	1059-5422	Business, Management & Strategy		*	*	*
Construction Innovation	1471-4175	Property Management & Built Environment		*	*	*
Continuity and Resilience Review	2516-7502	Business, Management & Strategy				*
Corporate Communications: An International Journal	1356-3289	Marketing	*	*	*	*
Corporate Governance	1472-0701	Business, Management & Strategy	*	*	*	*
Critical Perspectives on International Business	1742-2043	Business, Management & Strategy	*	*	*	*
Cross Cultural & Strategic Management	2059-5794	Business, Management & Strategy	*	*	*	*
Data Technologies and Applications prev. Program	2514-9288	Library & Information Sciences	*	*	*	
Development and Learning in Organizations: An International Journal	1477-7282	HR, Learning & Organization Studies	*	*	*	*
Digital Library Perspectives	2059-5816	Library & Information Sciences	*	*	*	
Digital Policy, Regulation and Governance	2398-5038	Information & Knowledge Management	*	*	*	*
Disaster Prevention and Management: An International Journal	0965-3562	Public Policy & Environmental Management	*	*	*	*
Drugs and Alcohol Today	1745-9265	Health & Social Care				
Education + Training	0040-0912	Education	*	*	*	
Employee Relations	0142-5455	HR, Learning & Organization Studies	*	*	*	*
Engineering Computations	0264-4401	Engineering				
Engineering, Construction and Architectural Management	0969-9988	Property Management & Built Environment	*	*	*	*
English Teaching: Practice & Critique	1175-8708	Education		*	*	
Equality, Diversity and Inclusion: An International Journal	2040-7149	HR, Learning & Organization Studies	*	*	*	*
EuroMed Journal of Business	1450-2194	Business, Management & Strategy		*	*	*
European Business Review	0955-534X	Business, Management & Strategy	*	*	*	*
European Journal of Innovation Management	1460-1060	Business, Management & Strategy	*	*	*	*
European Journal of Marketing	0309-0566	Marketing	*	*	*	*
European Journal of Training and Development	2046-9012	HR, Learning & Organization Studies	*	*	*	*
Evidence-based HRM	2049-3983	HR, Learning & Organization Studies				*
Facilities	0263-2772	Property Management & Built Environment	*	*	*	*
Foresight	1463-6689	Business, Management & Strategy	*	*	*	*
Gender in Management	1754-2413	HR, Learning & Organization Studies	*	*	*	*
Global Knowledge, Memory and Communication prev. Library Review	2514-9342	Library & Information Sciences	*	*	*	
Grey Systems: Theory and Application	2043-9377	Engineering				

Journal title	ISSN	Subject Collection	EM 120	EM 175	EM 200	EMAN
Health Education	0965-4283	Education	*	*	*	
Higher Education, Skills and Work-Based Learning	2042-3896	Education				
History of Education Review	0819-8691	Education				
Housing, Care and Support	1460-8790	Health & Social Care				
Human Resource Management International Digest	0967-0734	HR, Learning & Organization Studies	*	*	*	*
Indian Growth and Development Review	1753-8254	Accounting, Finance & Economics		*	*	*
Industrial and Commercial Training	0019-7858	HR, Learning & Organization Studies	*	*	*	*
Industrial Lubrication and Tribology	0036-8792	Engineering				
Industrial Management & Data Systems	0263-5577	Information & Knowledge Management	*	*	*	*
Industrial Robot	0143-991X	Engineering				
Information and Computer Security	2056-4961	Information & Knowledge Management	*	*	*	*
Information and Learning Sciences	2398-5348	Library & Information Sciences	*	*	*	
Information Discovery and Delivery	2398-6247	Library & Information Sciences	*	*	*	
Information Technology & People	0959-3845	Information & Knowledge Management	*	*	*	*
Interactive Technology and Smart Education	1741-5659	Education		*	*	
International Journal for Lesson and Learning Studies	2046-8253	Education				
International Journal of Accounting & Information Management	1834-7649	Accounting, Finance & Economics		*	*	*
International Journal of Bank Marketing	0265-2323	Marketing	*	*	*	*
International Journal of Building Pathology and Adaptation	2398-4708	Property Management & Built Environment	*	*	*	*
International Journal of Clothing Science and Technology	0955-6222	Engineering			*	
International Journal of Comparative Education and Development	2396-7404	Education	*	*	*	
International Journal of Conflict Management	1044-4068	Business, Management & Strategy		*	*	*
International Journal of Contemporary Hospitality Management	0959-6119	Tourism & Hospitality Management	*	*	*	*
International Journal of Culture, Tourism and Hospitality Research	1750-6182	Tourism & Hospitality Management		*	*	*
International Journal of Development Issues	1446-8956	Accounting, Finance & Economics			*	*
International Journal of Disaster Resilience in the Built Environment	1759-5908	Property Management & Built Environment				*
International Journal of Educational Management	0951-354X	Education	*	*	*	
International Journal of Emergency Services	2047-0894	Public Policy & Environmental Management				*
International Journal of Emerging Markets	1746-8809	Business, Management & Strategy		*	*	*
International Journal of Energy Sector Management	1750-6220	Public Policy & Environmental Management		*	*	*
International Journal of Entrepreneurial Behavior & Research	1355-2554	Business, Management & Strategy	*	*	*	*

Journal title	ISSN	Subject Collection	EM 120	EM 175	EM 200	EMAN
International Journal of Ethics and Systems prev. Humanomics	2514-9369	Accounting, Finance & Economics		*	*	*
International Journal of Event and Festival Management	1758-2954	Tourism & Hospitality Management				*
International Journal of Gender and Entrepreneurship	1756-6266	Business, Management & Strategy			*	*
International Journal of Health Care Quality Assurance	0952-6862	Health & Social Care	*	*	*	
International Journal of Health Governance	2059-4631	Health & Social Care	*	*	*	
International Journal of Housing Markets and Analysis	1753-8270	Property Management & Built Environment		*	*	*
International Journal of Human Rights in Healthcare	2056-4902	Health & Social Care				
International Journal of Information and Learning Technology	2056-4880	Education	*	*	*	
International Journal of Innovation Science	1757-2223	Business, Management & Strategy				*
International Journal of Intelligent Computing and Cybernetics	1756-378X	Engineering				
International Journal of Intelligent Unmanned Systems	2049-6427	Engineering				
International Journal of Islamic and Middle Eastern Finance and Management	1753-8394	Accounting, Finance & Economics		*	*	*
International Journal of Law and Management	1754-243X	Business, Management & Strategy	*	*	*	*
International Journal of Lean Six Sigma	2040-4166	Operations, Logistics & Quality				*
International Journal of Managerial Finance	1743-9132	Accounting, Finance & Economics	*	*	*	*
International Journal of Managing Projects in Business	1753-8378	Business, Management & Strategy		*	*	*
International Journal of Manpower	0143-7720	Accounting, Finance & Economics	*	*	*	*
International Journal of Mentoring and Coaching in Education	2046-6854	Education				
International Journal of Migration, Health and Social Care	1747-9894	Health & Social Care				
International Journal of Numerical Methods for Heat & Fluid Flow	0961-5539	Engineering				
International Journal of Operations & Production Management	0144-3577	Operations, Logistics & Quality	*	*	*	*
International Journal of Organization Theory & Behavior	1093-4537	HR, Learning & Organization Studies				*
International Journal of Organizational Analysis	1934-8835	HR, Learning & Organization Studies		*	*	*
International Journal of Pervasive Computing and Communications	1742-7371	Engineering		*	*	
International Journal of Pharmaceutical and Healthcare Marketing	1750-6123	Marketing		*	*	*
International Journal of Physical Distribution & Logistics Management	0960-0035	Operations, Logistics & Quality	*	*	*	*
International Journal of Prisoner Health	1744-9200	Health & Social Care				
International Journal of Productivity and Performance Management	1741-0401	HR, Learning & Organization Studies	*	*	*	*

Journal title	ISSN	Subject Collection	EM 120	EM 175	EM 200	EMAN
International Journal of Public Leadership	2056-4929	Public Policy & Environmental Management				*
International Journal of Public Sector Management	0951-3558	Public Policy & Environmental Management	*	*	*	*
International Journal of Quality & Reliability Management	0265-671X	Operations, Logistics & Quality	*	*	*	*
International Journal of Quality and Service Sciences	1756-669X	Operations, Logistics & Quality			*	*
International Journal of Retail & Distribution Management	0959-0552	Business, Management & Strategy	*	*	*	*
International Journal of Social Economics	0306-8293	Accounting, Finance & Economics	*	*	*	*
International Journal of Sociology and Social Policy	0144-333X	Public Policy & Environmental Management	*	*	*	*
International Journal of Sports Marketing and Sponsorship	1464-6668	Marketing				*
International Journal of Structural Integrity	1757-9864	Engineering				
International Journal of Sustainability in Higher Education	1467-6370	Education	*	*	*	
International Journal of Tourism Cities	2056-5607	Tourism & Hospitality Management				*
International Journal of Web Information Systems	1744-0084	Engineering		*	*	
International Journal of Wine Business Research	1751-1062	Business, Management & Strategy	*	*	*	*
International Journal of Workplace Health Management	1753-8351	Health & Social Care		*	*	
International Marketing Review	0265-1335	Marketing	*	*	*	*
Internet Research	1066-2243	Information & Knowledge Management	*	*	*	*
Journal for Multicultural Education	2053-535X	Education		*	*	
Journal of Accounting & Organizational Change	1832-5912	Accounting, Finance & Economics		*	*	*
Journal of Accounting in Emerging Economies	2042-1168	Accounting, Finance & Economics				*
The Journal of Adult Protection	1466-8203	Health & Social Care				
Journal of Advances in Management Research	0972-7981	Business, Management & Strategy			*	*
Journal of Aggression, Conflict and Peace Research	1759-6599	Health & Social Care				
Journal of Agribusiness in Developing and Emerging Economies	2044-0839	Accounting, Finance & Economics				*
Journal of Applied Accounting Research	0967-5426	Accounting, Finance & Economics			*	*
Journal of Applied Research in Higher Education	2050-7003	Education				
Journal of Asia Business Studies	1558-7894	Business, Management & Strategy				*
Journal of Business & Industrial Marketing	0885-8624	Marketing	*	*	*	*
Journal of Business Strategy	0275-6668	Business, Management & Strategy	*	*	*	*
Journal of Children's Services	1746-6660	Health & Social Care				
Journal of Chinese Economic and Foreign Trade Studies	1754-4408	Accounting, Finance & Economics		*	*	*
Journal of Communication Management	1363-254X	Marketing		*	*	*
Journal of Consumer Marketing	0736-3761	Marketing	*	*	*	*

Journal title	ISSN	Subject Collection	EM 120	EM 175	EM 200	EMAN
Journal of Contemporary Marketing Science	2516-7480	Marketing				*
Journal of Corporate Real Estate	1463-001X	Property Management & Built Environment		*	*	*
Journal of Criminal Psychology	2009-3829	Health & Social Care				
Journal of Criminological Research, Policy and Practice	2056-3841	Health & Social Care				
Journal of Cultural Heritage Management and Sustainable Development	2044-1266	Property Management & Built Environment				*
Journal of Documentation	0022-0418	Library & Information Sciences	*	*	*	
Journal of Economic and Administrative Sciences	1026-4116	Accounting, Finance & Economics				*
Journal of Economic Studies	0144-3585	Accounting, Finance & Economics	*	*	*	*
Journal of Educational Administration	0957-8234	Education	*	*	*	
Journal of Enabling Technologies	2398-6263	Health & Social Care				
Journal of Engineering, Design and Technology	1726-0531	Property Management & Built Environment		*	*	*
Journal of Enterprise Information Management	1741-0398	Information & Knowledge Management	*	*	*	*
Journal of Enterprising Communities: People and Places in the Global Economy	1750-6204	Business, Management & Strategy		*	*	*
Journal of Entrepreneurship and Public Policy	2045-2101	Business, Management & Strategy				*
Journal of Entrepreneurship in Emerging Economies	2053-4604	Business, Management & Strategy			*	*
Journal of European Real Estate Research	1753-9269	Property Management & Built Environment			*	*
Journal of Facilities Management	1472-5967	Property Management & Built Environment		*	*	*
Journal of Family Business Management	2043-6238	Business, Management & Strategy				*
Journal of Fashion Marketing and Management	1361-2026	Marketing	*	*	*	*
Journal of Financial Crime	1359-0790	Accounting, Finance & Economics		*	*	*
Journal of Financial Economic Policy	1757-6385	Accounting, Finance & Economics			*	*
Journal of Financial Management of Property and Construction	1366-4387	Property Management & Built Environment			*	*
Journal of Financial Regulation and Compliance	1358-1988	Accounting, Finance & Economics		*	*	*
Journal of Financial Reporting and Accounting	1985-2517	Accounting, Finance & Economics				*
The Journal of Forensic Practice	2050-8794	Health & Social Care				
Journal of Global Mobility	2049-8799	HR, Learning & Organization Studies				*
Journal of Global Operations and Strategic Sourcing	2398-5364	Operations, Logistics & Quality		*	*	*
Journal of Global Responsibility	2041-2568	Business, Management & Strategy				*
Journal of Health Organization and Management	1477-7266	Health & Social Care	*	*	*	
Journal of Historical Research in Marketing	1755-750X	Marketing			*	*
Journal of Hospitality and Tourism Insights	2514-9792	Tourism & Hospitality Management				*
Journal of Hospitality and Tourism Technology	1757-9880	Tourism & Hospitality Management				*

Journal title	ISSN	Subject Collection	EM 120	EM 175	EM 200	EMAN
Journal of Humanitarian Logistics and Supply Chain Management	2042-6747	Operations, Logistics & Quality				*
Journal of Indian Business Research	1755-4195	Business, Management & Strategy			*	*
Journal of Information, Communication and Ethics in Society	1477-996X	Information & Knowledge Management		*	*	*
Journal of Integrated Care	1476-9018	Health & Social Care				
Journal of Intellectual Capital	1469-1930	Information & Knowledge Management	*	*	*	*
Journal of Intellectual Disabilities and Offending Behaviour	2050-8824	Health & Social Care				
Journal of International Education in Business	2046-469X	Education				
Journal of International Trade Law and Policy	1477-0024	Business, Management & Strategy			*	*
Journal of Investment Compliance	1528-5812	Accounting, Finance & Economics		*	*	*
Journal of Islamic Accounting and Business Research	1759-0817	Accounting, Finance & Economics				*
Journal of Islamic Marketing	1759-0833	Marketing				*
Journal of Knowledge Management	1367-3270	Information & Knowledge Management	*	*	*	*
Journal of Management Development	0262-1711	HR, Learning & Organization Studies	*	*	*	*
Journal of Management History	1751-1348	Business, Management & Strategy		*	*	*
Journal of Managerial Psychology	0268-3946	HR, Learning & Organization Studies	*	*	*	*
Journal of Manufacturing Technology Management	1741-038X	Operations, Logistics & Quality	*	*	*	*
The Journal of Mental Health Training, Education and Practice	1755-6228	Health & Social Care				
Journal of Modelling in Management	1746-5664	Business, Management & Strategy		*	*	*
Journal of Money Laundering Control	1368-5201	Accounting, Finance & Economics		*	*	*
Journal of Organizational Change Management	0953-4814	HR, Learning & Organization Studies	*	*	*	*
Journal of Organizational Effectiveness: People and Performance	2051-6614	HR, Learning & Organization Studies				*
Journal of Organizational Ethnography	2046-6749	HR, Learning & Organization Studies				*
Journal of Participation and Employee Ownership	2514-7641	Accounting, Finance & Economics				*
Journal of Place Management and Development	1753-8335	Property Management & Built Environment		*	*	*
Journal of Product & Brand Management	1061-0421	Marketing	*	*	*	*
Journal of Professional Capital and Community	2056-9548	Education	*	*	*	
Journal of Property Investment & Finance	1463-578X	Property Management & Built Environment	*	*	*	*
Journal of Property, Planning and Environmental Law prev. International Journal of Law in the Built Environment	2514-9407	Property Management & Built Environment			*	*
Journal of Public Budgeting, Accounting & Financial Management	1096-3367	Accounting, Finance & Economics				*

Journal title	ISSN	Subject Collection	EM 120	EM 175	EM 200	EMAN
Journal of Public Mental Health	1746-5729	Health & Social Care				
Journal of Public Procurement	1535-0118	Public Policy & Environmental Management				*
Journal of Quality in Maintenance Engineering	1355-2511	Operations, Logistics & Quality	*	*	*	*
Journal of Research in Interactive Marketing	2040-7122	Marketing		*	*	*
Journal of Research in Marketing and Entrepreneurship	1471-5201	Marketing				*
Journal of Risk Finance, The	1526-5943	Accounting, Finance & Economics	*	*	*	*
Journal of Science and Technology Policy Management	2053-4620	Operations, Logistics & Quality				*
Journal of Service Management	1757-5818	Business, Management & Strategy	*	*	*	*
Journal of Service Theory and Practice	2055-6225	Operations, Logistics & Quality	*	*	*	*
Journal of Services Marketing	0887-6045	Marketing	*	*	*	*
Journal of Small Business and Enterprise Development	1462-6004	Business, Management & Strategy	*	*	*	*
Journal of Social Marketing	2042-6763	Marketing				*
Journal of Strategy and Management	1755-425X	Business, Management & Strategy			*	*
Journal of Structural Fire Engineering	2040-2317	Engineering				
Journal of Systems and Information Technology	1328-7265	Information & Knowledge Management			*	*
Journal of Workplace Learning	1366-5626	HR, Learning & Organization Studies	*	*	*	*
Kybernetes	0368-492X	Engineering		*	*	
Leadership & Organization Development Journal	0143-7739	HR, Learning & Organization Studies	*	*	*	*
Leadership in Health Services	1751-1879	Health & Social Care	*	*	*	
Library Hi Tech	0737-8831	Library & Information Sciences	*	*	*	
Library Hi Tech News	0741-9058	Library & Information Sciences	*	*	*	
Library Management	0143-5124	Library & Information Sciences	*	*	*	
Management Decision	0025-1747	Business, Management & Strategy	*	*	*	*
Management of Environmental Quality	1477-7835	Public Policy & Environmental Management	*	*	*	*
Management Research Review	2040-8269	Business, Management & Strategy	*	*	*	*
Management Research: Journal of the Iberoamerican Academy of Management	1536-5433	Business, Management & Strategy				*
Managerial Auditing Journal	0268-6902	Accounting, Finance & Economics	*	*	*	*
Managerial Finance	0307-4358	Accounting, Finance & Economics	*	*	*	*
Marketing Intelligence & Planning	0263-4503	Marketing	*	*	*	*
Measuring Business Excellence	1368-3047	Business, Management & Strategy	*	*	*	*
Meditari Accountancy Research	2049-372X	Accounting, Finance & Economics				*
Mental Health and Social Inclusion	2042-8308	Health & Social Care				
Mental Health Review Journal	1361-9322	Health & Social Care				
Microelectronics International	1356-5362	Engineering				

Journal title	ISSN	Subject Collection	EM 120	EM 175	EM 200	EMAN
Multidiscipline Modeling in Materials and Structures	1573-6105	Engineering				
Multinational Business Review	1525-383X	Business, Management & Strategy				*
Nankai Business Review International	2040-8749	Business, Management & Strategy				*
Nutrition & Food Science	0034-6659	Health & Social Care	*	*	*	
On the Horizon	1074-8121	Education	*	*	*	
Online Information Review	1468-4527	Library & Information Sciences	*	*	*	
Open House International	0168-2601	Property Management & Built Environment				*
Pacific Accounting Review	0114-0582	Accounting, Finance & Economics		*	*	*
Performance Measurement and Metrics	1467-8047	Library & Information Sciences	*	*	*	
Personnel Review	0048-3486	HR, Learning & Organization Studies	*	*	*	*
Pigment & Resin Technology	0369-9420	Engineering				
Policing: An International Journal	1363-951X	Public Policy & Environmental Management	*	*	*	*
Property Management	0263-7472	Property Management & Built Environment	*	*	*	*
Qualitative Market Research: An International Journal	1352-2752	Marketing	*	*	*	*
Qualitative Research in Accounting & Management	1176-6093	Accounting, Finance & Economics		*	*	*
Qualitative Research in Financial Markets	1755-4179	Accounting, Finance & Economics			*	*
Qualitative Research in Organizations and Management: An International Journal	1746-5648	HR, Learning & Organization Studies		*	*	*
Qualitative Research Journal	1443-9883	Education				
Quality Assurance in Education	0968-4883	Education	*	*	*	
Quality in Ageing and Older Adults	1471-7794	Health & Social Care				
Rapid Prototyping Journal	1355-2546	Engineering		*	*	
Records Management Journal	0956-5698	Information & Knowledge Management	*	*	*	*
Reference Services Review	0090-7324	Library & Information Sciences	*	*	*	
Research Journal of Textile and Apparel	1560-6074	Engineering				
Review of Accounting and Finance	1475-7702	Accounting, Finance & Economics	*	*	*	*
Review of Behavioural Finance	1940-5979	Accounting, Finance & Economics		*	*	*
Review of International Business and Strategy	2059-6014	Business, Management & Strategy		*	*	*
Safer Communities	1757-8043	Health & Social Care				
Sensor Review	0260-2288	Engineering				
Smart and Sustainable Built Environment	2046-6099	Property Management & Built Environment				*
Social Enterprise Journal	1750-8614	Business, Management & Strategy			*	*
Social Responsibility Journal	1747-1117	Business, Management & Strategy		*	*	*
Social Studies Research and Practice	1933-5415	Education	*	*	*	

Journal title	ISSN	Subject Collection	EM 120	EM 175	EM 200	EMAN
Social Transformations in Chinese Societies	1871-2673	Public Policy & Environmental Management			*	*
Society and Business Review	1746-5680	Business, Management & Strategy		*	*	*
Soldering & Surface Mount Technology	0954-0911	Engineering				
South Asian Journal of Business Studies	2398-628X	Business, Management & Strategy				*
Sport, Business and Management: An International Journal	2042-678X	Business, Management & Strategy				*
Strategic Direction	0258-0543	Business, Management & Strategy	*	*	*	*
Strategic HR Review	1475-4398	HR, Learning & Organization Studies			*	*
Strategy & Leadership	1087-8572	Business, Management & Strategy	*	*	*	*
Studies in Economics and Finance	1086-7376	Accounting, Finance & Economics		*	*	*
Studies in Graduate and Postdoctoral Education	2398-4686	Education				
Supply Chain Management: An International Journal	1359-8546	Operations, Logistics & Quality	*	*	*	*
Sustainability Accounting, Management and Policy Journal	2040-8021	Accounting, Finance & Economics				*
Team Performance Management	1352-7592	HR, Learning & Organization Studies	*	*	*	*
The Bottom Line	0888-045X	Library & Information Sciences	*	*	*	
The Electronic Library	0264-0473	Library & Information Sciences	*	*	*	
The International Journal of Logistics Management	0957-4093	Operations, Logistics & Quality		*	*	*
The Learning Organization	0969-6474	HR, Learning & Organization Studies	*	*	*	*
The TQM Journal	1754-2731	Operations, Logistics & Quality	*	*	*	*
Therapeutic Communities	0964-1866	Health & Social Care				
Tizard Learning Disability Review	1359-5474	Health & Social Care				
Tourism Review	1660-5373	Tourism & Hospitality Management		*	*	*
Transforming Government: People, Process and Policy	1750-6166	Public Policy & Environmental Management		*	*	*
VINE Journal of Information and Knowledge Management Systems	2059-5891	Information & Knowledge Management	*	*	*	*
Working with Older People	1366-3666	Health & Social Care				
World Journal of Engineering	1708-5284	Engineering				
World Journal of Entrepreneurship, Management and Sustainable Development	2042-5961	Business, Management & Strategy				*
World Journal of Science, Technology and Sustainable Development	2042-5945	Public Policy & Environmental Management				*
Worldwide Hospitality and Tourism Themes	1755-4217	Tourism & Hospitality Management			*	*
Young Consumers	1747-3616	Marketing		*	*	*



What NWO expects from publishers

Preamble

This document outlines the minimal services NWO is expecting from publishers when they enter into contract with VSNU and/or UKB. This set of requirements complements the [Checklist Big Deals and Open Access clause](#) of the UKB consortium and the UKB model contract. Particularly this document specifies the requirements set forth by NWO in regards to Transformative Agreements. In accordance with the [Open Access 2020 Initiative](#), NWO takes the term 'Transformative Agreements' to apply to those contracts negotiated between national consortia and publishers that transform the business model underlying scholarly journal publishing, from one based on toll access (subscription) to one in which publishers are remunerated on the basis of fair price for their Open Access publishing services. The extent to which the below terms and conditions are met will determine whether NWO considers the agreement compliant with its Open Access policy.

Context

NWO is the major research funding organisation in the Netherlands. Its mission is to advance world-class scientific research that has scientific and societal impact. NWO has a long-time commitment to foster the transition to Open Access and is signatory to Plan S of cOAlition S. NWO will implement the requirements set out in the guidance to implementation in its grant agreements from January 1, 2021. This means that all peer reviewed scholarly publications arising from research funded by NWO must be openly available immediately upon publication (without embargo) according to one of the following three routes:

- Publication in a full Open Access journal or Open Access platform which is registered in [DOAJ](#)
- Making the final published version (Version of Record (VoR)) or the Author's Accepted Manuscript (AAM) openly available in a repository which is registered in [OpenDOAR](#) immediately upon publication (zero embargo).
- Publication in a (hybrid) journal covered by a Transformative Agreement between a publisher and UKB / VSNU or a [Transformative Journal](#) approved by cOAlition S..

This policy will apply to all publications arising from grants awarded on the basis of calls for proposal published from 1-1-2021. Note however that NWO has an Open Access mandate since 2015 stating that all publications have to be made Open Access without embargo through any of the above routes.

In the Netherlands the responsibility for negotiating license agreements (including Transformative Agreements) lies with the national consortium [UKB](#) in close cooperation with the [Dutch Association of Universities \(VSNU\)](#). Normally NWO is not part of the consortium and does not take part in the negotiations. The understanding though is that agreements closed by UKB / VSNU aid compliance of NWO funded researchers with the NWO mandate.

Terms and conditions

When a Transformative Agreement is negotiated between UKB/VSNU and a publisher, NWO expects that the following terms and conditions will be met. If one or more of the conditions are not met, NWO may decide to withhold its endorsement which ultimately may mean that the agreement is considered to not provide a compliant route to Open Access for NWO grantees.

1. 100% Open Access

The agreement shall allow all corresponding authors of Dutch research institutions participating in the agreement to publish Open Access in all (100%) venues of the publisher without embargo. For those journals that do not yet provide a gold or hybrid option the publisher shall offer a green option (zero embargo deposit of the Author Accepted Manuscript with open license as a minimum).

2. Copyright

The publisher shall allow authors and/or their institutions to retain their copyright without any restriction and any additional costs.

3. Licenses

All publications must be published under open licenses, preferably [Creative Commons Attribution CC BY 4.0](#). Alternatively a CC-BY-ND may be accepted upon request by the author. It is noted that the use of more restrictive licenses (like CC-BY-NC or CC-BY-NC-ND) is not in line with the [Berlin Declaration on Open Access to Knowledge in the Sciences and Humanities](#) to which NWO and all Dutch universities have signed up. In the submission workflow NWO grantees shall only be offered compliant CC license options.

4. Quality

NWO expects the highest standards of quality of peer review and editorial practices. Journals covered by the agreement should have a solid system in place for peer review according to the standards within the relevant discipline and guided by the practices and policies outlined by the [Committee on Publication Ethics \(COPE\)](#). In addition journals must provide, on their website, a description of its editorial policies and decision-making processes.

5. Price transparency

NWO expects the prices of the agreement to be transparent, fair and reasonable. When Open Access publication fees are applied, they must be commensurate with the publication services delivered. COALition S has [endorsed two frameworks](#) intended to improve the transparency of Open Access publishing services. As of July 1st 2022 NWO expects that publishers will provide data in line with one of these frameworks.

6. Open (meta) data and citation

In accordance with the [TOP Guidelines](#) the publisher shall require that research data and similar materials (e.g. software, codes) underlying the publications be made available by the authors and deposited in a trusted repository. Articles must include a data availability statement. NWO encourages publishers to abide by the data citation standards as set forth in the [Initiative of Data Citation Principles by FORCE 11](#).

The publisher shall commit to making all meta data on citations of publications covered by the agreement openly accessible according to the standards by the [Initiative for Open Citations I4OC](#).

7. Submission workflow

The publisher shall provide a submission workflow that identifies eligible authors and unambiguously informs them about their options to publishing Open Access. When options are given, NWO grantees will by default be offered options that comply with the requirements of NWO.

8. Open contract

The agreement between UKB/VSNU and the publisher (incl. costs, conditions and services) needs to be openly available and shall be registered in the [ESAC-registry](#) by UKB as soon as possible after signing the contract.

Transformative agreements: what NWO expects from publishers (Version 4: 5-6-2020)