

# OXFORD

UNIVERSITY PRESS

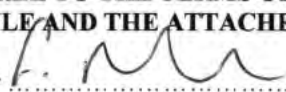
## CONSORTIUM CURRENT CONTENT AGREEMENT (ANNUAL)

### COMMERCIAL TERMS

- EFFECTIVE DATE:** January 1 2019
- PUBLISHER:** THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF OXFORD trading as OXFORD UNIVERSITY PRESS of Great Clarendon Street, Oxford OX2 6DP, United Kingdom.
- CONSORTIUM AGENT:** SURFMARKET B.V., ACTING ON BEHALF OF UKB SAMENWERKENDE WETENSCHAPPELIJKE BIBLIOTHEKEN, Moreelsepark 48, 3511 EP Utrecht, The Netherlands  
for itself and as agent for each Customer, as defined below
- CUSTOMER:** Each institution named in Schedule A, as amended from time to time.
- PUBLICATIONS:** The online version of Publisher's journals listed in Schedule B, as the same may be amended from time to time in accordance with Clause 2.3 of this Agreement.
- SUBSCRIPTION PERIOD:** a period commencing on the Effective Date and expiring on 31 December 2020.
- CHARGES:** The charges set out in Schedule C
- CONSORTIUM AGENT CONTACT DETAILS:**  
Name: [REDACTED]  
E-mail: [REDACTED]  
Telephone: [REDACTED]
- GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties agree to submit to the non-exclusive jurisdiction of the English courts in connection with any disputes arising under this Agreement.

**THE CONSORTIUM AGENT REPRESENTS AND WARRANTS THAT IT IS AUTHORISED TO ACT AS AGENT FOR EACH AND EVERY CUSTOMER.**

**THE PUBLISHER, THE CONSORTIUM AGENT AND EACH CUSTOMER EACH ACCEPT AND AGREE TO THE TERMS OF THIS AGREEMENT, WHICH CONSISTS OF THIS SCHEDULE AND THE ATTACHED TERMS AND APPENDICES.**

Signed by  .....  
For and on behalf of the **Publisher**

**Name:** [REDACTED]  
**Position:** Director, Library Sales

**Date:** 23.12.18 .....

Signed by .....  
For and on behalf of the **Consortium Agent**

**Name:** [REDACTED]  
**Position:** Managing Director

**Date:** .....

## **CONSORTIUM CURRENT CONTENT AGREEMENT (ANNUAL) TERMS**

### **1 DEFINITIONS**

- 1.1 Words defined on the front page of this agreement shall have the same meaning in this Schedule. In addition,

"Customer Terms and Conditions" means the standard form institutional agreement (as varied from time to time) in the form set out in Schedule D, by and subject to which the Publisher grants the Customers access to the Publications

### **2 RESPONSIBILITIES OF THE PUBLISHER**

- 2.1 In consideration of the payment by the Consortium Agent of the Charges the Publisher agrees to provide the Customers with access to the Publications for the Subscription Period in accordance with the Customer Terms and Conditions and subject to the terms and conditions of this Agreement.
- 2.2 The Publisher may at any time withdraw access to any Customer which is in breach of the Customer Terms and Conditions. For the avoidance of doubt any such denial of access will not entitle the Consortium Agent to any rebate of Charges.
- 2.3 The Publisher reserves the right at any time on 30 days notice to the Consortium Agent to withdraw from the Publications content without incurring any liability to the Consortium Agent. The Publisher shall give written notice to the Customer of such withdrawal.
- 2.4 Publisher will use all reasonable efforts to comply with the Code of Practice of Project Transfer relating to the transfer of titles between publishers.
- 2.5 The Publisher will use reasonable efforts to provide the Publications with a quality of service consistent with industry standards, specifically to provide continuous service with a minimum of 96% up-time per subscription, with a maximum 4% down-time excluding schedule maintenance and repairs performed at a time to minimise inconvenience to the Customer and its Authorised Users and restore the service as soon as possible in the event of an interruption or suspension of service. For the avoidance of doubt, unexpected maintenance may occur and the Publisher endeavours to promptly inform the Customer in such circumstance.

### **3 RESPONSIBILITIES OF THE CONSORTIUM AGENT**

- 3.1 In consideration of the Publisher entering into this Agreement with the Consortium Agent, the Consortium Agent agrees to pay the Publisher the Charges. The Publisher shall issue two invoices for the Charges for each year of the Subscription Period, which invoices shall be payable within sixty (60) days from receipt by the Consortium Agent. The Publisher shall use reasonable efforts to issue the invoices no earlier than 1<sup>st</sup> November 2019 and 1<sup>st</sup> November 2020, respectively, provided that any failure to so issue an invoice will not relieve the Consortium Agent of its obligation to pay the Charges.
- 3.2 In each year of the Subscription Period, the Publisher shall offer to the Consortium Agent the option for the Customers to upgrade their journals collection to the then current journals collection, such offer being subject to an increase of the Charges in accordance with Schedule C.
- 3.3 Payments should be made by cheque or telegraphic transfer to the Publisher's bank account listed in the invoice

- 3.4 For the avoidance of doubt, the Consortium Agent agrees to pay the Publisher the Charges without set-off and irrespective of whether the Consortium Agent collects any payment from the Customers.
- 3.5 The Consortium Agent shall promote and publicise the availability of the Publications to the Customer throughout the Subscription Period.
- 3.6 The Consortium Agent shall keep up to date and maintain the access control records to be set up by the Consortium Agent in respect of the Customers.
- 3.7 Unless expressly stated to the contrary in this Agreement, all amounts referred to in this Agreement shall be interpreted as being amounts exclusive of value added tax, goods and services tax and any similar sales or excise tax ("Sales Tax"). Any Sales Tax payable in relation to any such amounts shall be added at the prevailing rate, as applicable, and paid by the Consortium Agent following delivery of a valid invoice from the Publisher. If such invoice is delivered by the Publisher after the relevant payment has been made net of Sales Tax, the Consortium Agent shall pay the Sales Tax due within 14 (fourteen) days of the Publisher delivering a valid invoice.
- 3.7 The Consortium Agent shall pay all amounts due to the Publisher without any deduction and/or withholding other than such amount (if any) it is required to deduct and/or withhold by law and/or upon other direction of any tax authority. In the event the Consortium Agent is required to make such deduction and/or withholding, the Consortium Agent shall notify the Publisher before any such deduction and/or withholding is made and paid to the authority concerned and further shall at the written request of the Publisher, do all things in its power which may be necessary to enable or assist the Publisher to claim exemption or preferential rate therefrom under any double taxation and/or similar agreement and/or convention from time to time in force and shall provide the Publisher at the time of payment with such evidence as the Consortium Agent may possess and as may be reasonably required by the Publisher as to the deduction and payment of the tax and/or of the sums withheld.

#### **4 ETHICAL CONDUCT**

- 4.1 Each party represents and warrants that, in the performance of this Agreement, it shall not act, or omit to act, in such a way as to give rise to a breach by it of any applicable law related to bribery, corruption or any related matter.
- 4.2 Each party represents and warrants that, in the performance of this Agreement, it shall not offer, promise, pay, give or authorise (tacitly or otherwise) any financial or other advantage:
  - (a) to any person in order to induce that person improperly to perform a function or activity in connection with a business or organization, a person's employment, or a public function; or
  - (b) to any Official to influence that Official in connection with obtaining business or a business advantage for any of Publisher or its Affiliates.
- 4.3 Each party shall maintain adequate procedures designed to prevent any persons who perform services for them or on their behalf from undertaking the activities described in 4.2 above to obtain or retain business or a business advantage.
- 4.4 The Consortium Agent shall promptly report any apparent breach of clauses 4.1 or 4.2 to Publisher.
- 4.5 The Consortium Agent shall co-operate with Publisher in relation to any investigation in respect of matters relating to bribery and corruption.
- 4.6 Either party shall have the right to terminate this Agreement immediately on written notice, without liability, for the other party's breach of clauses 4.1 or 4.2.

4.7 In this clause 4:

- i "Official" means (a) an individual who holds a legislative, administrative, or judicial position of any kind of any country or territory, or any subdivision of any country or territory; (b) any person who performs public functions in any branch of any national, local or municipal government or who exercises a public function for any public agency or public enterprise; and (c) an official or agent of a public international organisation, such as the UN or the World Bank; and
- ii "Affiliate" shall mean, in relation to a party, a person who is, from time to time, a subsidiary or parent of that party, or is a subsidiary of that party's parent.

4.8 The Consortium Agent shall:

- i maintain accurate and complete records of all expenditures related to performance of this Agreement and make such records available to Publisher, its advisors and auditors on reasonable notice;
- ii answer, in reasonable detail, any written or oral inquiry from Publisher related to the Consortium Agent's compliance with this clause 4; and
- iii comply with the OUP Partner Code of Conduct, as provided to the Consortium Agent, in the execution of any services for or on behalf of Publisher.

## **5 TERM AND TERMINATION**

5.1 This Agreement shall commence on the Effective Date and shall expire on the final day of the Subscription Period, unless terminated pursuant to Clause 4.6.

5.2 Either party may terminate this Agreement forthwith by serving written notice on the other in the event that the other party commits a material breach of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days of a written request so to do. Termination of this Agreement by the Publisher due to a breach by the Consortium Agent of Clause 3.1 above will also entitle the Publisher to suspend the Prepayment Account (as defined in Schedule E) and terminate the access to the Publications provided hereunder irrespective of whether the Customer has made any payment to the Consortium Agent in respect thereof.

5.3 Termination of this Agreement shall not entitle the Consortium Agent to any refund of any payments made to the Publisher, provided that the Publisher has not committed a material breach of this Agreement, in which case the Publisher will repay the Consortium Agent the pro rata portion of Charges for the balance of the Customer's Subscription Period within 30 days up to the amount (if any) remaining in the Prepayment Account (as defined in Schedule E).

## **6 REPRESENTATIONS AND WARRANTIES**

6.1 THE PUBLISHER REPRESENTS AND WARRANTS THAT IT HAS THE POWER TO ENTER INTO THIS AGREEMENT AND THAT IT WILL CARRY OUT ITS OBLIGATIONS HEREUNDER WITH REASONABLE SKILL AND CARE.

6.2 THE PUBLISHER GIVES NO WARRANTY TO THE CONSORTIUM AGENT, OR ANY CUSTOMER, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION THAT (I) THE PUBLICATIONS WILL BE SUITABLE FOR ANY PARTICULAR PURPOSE OR FOR ANY PARTICULAR USE UNDER SPECIFIED CONDITIONS, NOTWITHSTANDING THAT SUCH PURPOSE, USE, OR CONDITIONS MAY BE KNOWN TO THE PUBLISHER; NOR (II) THAT THE PUBLICATIONS WILL OPERATE ERROR FREE.

- 6.3 IN NO CIRCUMSTANCES WILL THE PUBLISHER BE LIABLE TO THE CONSORTIUM AGENT, OR ANY CUSTOMER, OR ANY THIRD PARTY FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH THE PUBLISHER DOES NOT HAVE DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORISED ACCESS, THEFT, OR OPERATOR ERRORS.
- 6.4 IN NO CIRCUMSTANCES WILL THE PUBLISHER BE LIABLE TO THE CONSORTIUM AGENT, OR ANY CUSTOMER, OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE ACCESS OF, OR INABILITY TO ACCESS THE PUBLICATIONS.
- 6.5 THE CONSORTIUM AGENT AND EACH CUSTOMER AGREE THAT THE ENTIRE LIABILITY OF PUBLISHER TO THE CONSORTIUM AGENT, CUSTOMER, OR AUTHORISED USERS ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE PUBLICATIONS SHALL BE THE REFUND OF ANY CHARGES PAID TO THE PUBLISHER UNDER THIS AGREEMENT.
- 6.6 THE CONSORTIUM AGENT WARRANTS AND REPRESENTS TO THE PUBLISHER THAT IT HAS NOTIFIED EACH OF THE CUSTOMERS THAT ACCESS TO THE PUBLICATIONS CAN ONLY BE PROVIDED BY THE PUBLISHER ON THE TERMS OF THE CUSTOMER TERMS AND CONDITIONS IN THE FORM ATTACHED AT SCHEDULE D AND THAT EACH OF THE CUSTOMERS HAS BEEN PROVIDED WITH A COPY OF THE CUSTOMER TERMS AND CONDITIONS PRIOR TO THE EFFECTIVE DATE.

## **7 GENERAL**

- 7.1 This Agreement is personal to and binding on the parties and neither this Agreement nor any of the rights or obligations under it may be assigned or sublicensed without written consent of the Publisher.
- 7.2 The Publisher shall not be liable to the Consortium Agent or any Customer for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this clause, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.
- 7.3 All notices required to be given under this Agreement shall be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this Agreement, or such other address as the party concerned shall from time to time designate by notice pursuant to this Clause. Such notices shall be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 10 (ten) days after posting. All notices to the Publisher shall be marked for the attention of the Sales Director, Oxford Journals, with a copy to the Group Legal Director. All notices to the Consortium Agent shall be marked for the attention of the contact named in the cover page of this Agreement.
- 7.4 This Agreement constitutes the entire agreement of the parties about its subject matter supersedes any previous agreement or arrangement between the parties and may not be amended or modified except by agreement in writing signed by both parties.

- 7.5 No provision in this Agreement is intended to be enforceable by a person who is not a party to this Agreement.
- 7.6 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other further breach.
- 7.7 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

**SCHEDULE A**  
**INSTITUTIONS**

<b>Institution</b>	<b>Journals Collection</b>
Open University	2010
Universiteit Twente	2010
Tilburg University	2010
Vrije Universiteit Amsterdam	2010
Erasmus Universiteit Nederland	2016
Radboud University Nijmegen	2016
Rijksuniversiteit Groningen	2016
Universiteit Maastricht	2016
Universiteit van Amsterdam	2016
Universiteit Leiden	2016
Universiteit Utrecht	2016
Wageningen Universiteit en Research Centrum	2016

The following academic hospitals are included as Customers:

- Academisch Medisch Centrum (AMC), Amsterdam
- Erasmus MC, Rotterdam
- Leids Universitair Medisch Centrum (LUMC), Leiden
- Maastricht UMC+, Maastricht
- Radboud UMC, Nijmegen
- Universitair Medisch Centrum Groningen (UMCG), Groningen
- UMC Utrecht, Utrecht
- VUmc, Amsterdam

**SCHEDULE B**  
**PUBLICATIONS**

**The Oxford Journals 2010 Collection**

<b>Journal</b>	<b>Print ISSN</b>	<b>Online ISSN</b>
African Affairs	0001-9909	1468-2621
Age and Ageing	0002-0729	1468-2834
Alcohol and Alcoholism	0735-0414	1464-3502
American Law and Economics Review	1465-7252	1465-7260
American Literary History	0896-7148	1468-4365
Applied Linguistics	0142-6001	1477-450X
Behavioral Ecology	1045-2249	1465-7279
Bioinformatics	1367-4803	1460-2059
Biometrika	0006-3444	1464-3510
Biostatistics	1465-4644	1468-4357
Brain	0006-8950	1460-2156
The British Journal for the Philosophy of Science	0007-0882	1464-3537
The British Journal of Aesthetics	0007-0904	1468-2842
The British Journal of Criminology	0007-0955	1464-3529
The British Journal of Social Work	0045-3102	1468-263X
Cambridge Journal of Economics	0309-166X	1464-3545
The Cambridge Quarterly	0008-199X	1471-6836
Carcinogenesis	0143-3334	1460-2180
Cerebral Cortex	1047-3211	1460-2199
Chemical Senses	0379-864X	1464-3553
Community Development Journal	0010-3802	1468-2656
ITNOW	1746-5702	1746-5710
The Computer Journal	0010-4620	1460-2067
Contributions to Political Economy	0277-5921	1464-3588
Early Music	0306-1078	1741-7260
ELT Journal	0951-0893	1477-4526
The English Historical Review	0013-8266	1477-4534
Essays in Criticism	0014-0856	1471-6852
European Journal of International Law	0938-5428	1464-3596
European Journal of Orthodontics	0141-5387	1460-2210
European Journal of Public Health	1101-1262	1464-360X
European Review of Agricultural Economics	0165-1587	1464-3618
European Sociological Review	0266-7215	1468-2672
Family Practice	0263-2136	1460-2229
Forestry: An International Journal of Forest Research	0015-752X	1464-3626
Forum for Modern Language Studies	0015-8518	1471-6860
French History	0269-1191	1477-4542



Glycobiology	0959-6658	1460-2423
Health Education Research	0268-1153	1465-3648
Health Policy and Planning	0268-1080	1460-2237
Health Promotion International	0957-4824	1460-2245
History Workshop Journal	1363-3554	1477-4569
Holocaust and Genocide Studies	8756-6583	1476-7937
Human Molecular Genetics	0964-6906	1460-2083
Human Reproduction	0268-1161	1460-2350
Human Reproduction Update	1355-4786	1460-2369
IMA Journal of Applied Mathematics	0272-4960	1464-3634
IMA Journal of Management Mathematics	1471-678X	1471-6798
Mathematical Medicine and Biology: A Journal of the IMA	1477-8599	1477-8602
IMA Journal of Mathematical Control and Information	0265-0754	1471-6887
IMA Journal of Numerical Analysis	0272-4979	1464-3642
Industrial and Corporate Change	0960-6491	1464-3650
Industrial Law Journal	0305-9332	1464-3669
International Immunology	0953-8178	1460-2377
International Journal for Quality in Health Care	1353-4505	1464-3677
International Journal of Epidemiology	0300-5771	1464-3685
International Journal of Law, Policy and the Family	1360-9939	1464-3707
International Journal of Law and Information Technology	0967-0769	1464-3693
International Journal of Lexicography	0950-3846	1477-4577
International Journal of Public Opinion Research	0954-2892	1471-6909
International Journal of Refugee Law	0953-8186	1464-3715
Japanese Journal of Clinical Oncology	0368-2811	1465-3621
Journal of African Economies	0963-8024	1464-3723
Journal of Antimicrobial Chemotherapy	0305-7453	1460-2091
The Journal of Deaf Studies and Deaf Education	1081-4159	1465-7325
Journal of Design History	0952-4649	1741-7279
Microscopy	2050-5698	2050-5701
Journal of Environmental Law	0952-8873	1464-374X
Journal of Experimental Botany	0022-0957	1460-2431
Journal of Economic Geography	1468-2702	1468-2710
Journal of Heredity	0022-1503	1465-7333
Journal of the History of Collections	0954-6650	1477-8564
Journal of International Economic Law	1369-3034	1464-3758
Journal of Islamic Studies	0955-2340	1471-6917
The Journal of Law, Economics, and Organization	8756-6222	1465-7341
Journal of Logic and Computation	0955-792X	1465-363X
Journal of the History of Medicine and Allied Sciences	0022-5045	1468-4373
Journal of Molluscan Studies	0260-1230	1464-3766

JNCI: Journal of the National Cancer Institute	0027-8874	1460-2105
Journal of Pediatric Psychology	0146-8693	1465-735X
Journal of Petrology	0022-3530	1460-2415
Journal of Plankton Research	0142-7873	1464-3774
Journal of Public Health	1741-3842	1741-3850
Journal of Refugee Studies	0951-6328	1471-6925
Journal of Semantics	0167-5133	1477-4593
Journal of Semitic Studies	0022-4480	1477-8556
The Journal of Theological Studies	0022-5185	1477-4607
Journal of Tropical Pediatrics	0142-6338	1465-3664
The Library	0024-2160	1744-8581
Digital Scholarship in the Humanities	2055-7671	2055-768X
Literature and Theology	0269-1205	1477-4623
Logic Journal of the IGPL	1367-0751	1368-9894
Medical Law Review	0967-0742	1464-3790
Mind	0026-4423	1460-2113
MHR: Basic science of reproductive medicine	1360-9947	1460-2407
Music and Letters	0027-4224	1477-4631
The Musical Quarterly	0027-4631	1741-8399
Mutagenesis	0267-8357	1464-3804
Nephrology Dialysis Transplantation	0931-0509	1460-2385
Notes and Queries	0029-3970	1471-6941
The Opera Quarterly	0736-0053	1476-2870
Oxford Art Journal	0142-6540	1741-7287
Oxford Economic Papers	0030-7653	1464-3812
Oxford Journal of Legal Studies	0143-6503	1464-3820
Oxford Review of Economic Policy	0266-903X	1460-2121
Parliamentary Affairs	0031-2290	1460-2482
Past & Present	0031-2746	1477-464X
Protein Engineering, Design and Selection	1741-0126	1741-0134
The Quarterly Journal of Mathematics	0033-5606	1464-3847
The Quarterly Journal of Mechanics and Applied Mathematics	0033-5614	1464-3855
QJM: An International Journal of Medicine	1460-2725	1460-2393
Refugee Survey Quarterly	1020-4067	1471-695X
The Review of English Studies	0034-6551	1471-6968
The Review of Financial Studies	0893-9454	1465-7368
Rheumatology	1462-0324	1462-0332
Screen	0036-9543	1460-2474
Social History of Medicine	0951-631X	1477-4666
Social Politics: International Studies in Gender, State & Society	1072-4745	1468-2893
Social Science Japan Journal	1369-1465	1468-2680

Statute Law Review	0144-3593	1464-3863
Teaching Mathematics and its Applications: An International Journal of the IMA	0268-3679	1471-6976
Toxicological Sciences	1096-6080	1096-0929
Twentieth Century British History	0955-2359	1477-4674
American Journal of Epidemiology	0002-9262	1476-6256
French Studies	0016-1128	1468-2931
Modern Judaism - A Journal of Jewish Ideas and Experience	0276-1114	1086-3273
Journal of Conflict and Security Law	1467-7954	1467-7962
Journal of the American Academy of Religion	0002-7189	1477-4585
International Relations of the Asia-Pacific	1470-482X	1470-4838
Occupational Medicine	0962-7480	1471-8405
Law, Probability and Risk	1470-8396	1470-840X
British Medical Bulletin	0007-1420	1471-8391
Plant and Cell Physiology	0032-0781	1471-9053
The Year's Work in Critical and Cultural Theory	1077-4254	1471-681X
The Year's Work in English Studies	0084-4144	1471-6801
The World Bank Economic Review	0258-6770	1564-698X
The World Bank Research Observer	0257-3032	1564-6971
International Journal of Constitutional Law	1474-2640	1474-2659
Annals of Work Exposures and Health	2398-7308	2398-7316
Annals of Botany	0305-7364	1095-8290
Socio-Economic Review	1475-1461	1475-147X
Annals of Oncology	0923-7534	1569-8041
Journal of Public Administration Research and Theory	1053-1858	1477-9803
Journal of International Criminal Justice	1478-1387	1478-1395
Molecular Biology and Evolution	0737-4038	1537-1719
Journal of Financial Econometrics	1479-8409	1479-8417
The Journal of Biochemistry	0021-924X	1756-2651
Radiation Protection Dosimetry	0144-8420	1742-3406
Public Opinion Quarterly	0033-362X	1537-5331
European Heart Journal	0195-668X	1522-9645
Philosophia Mathematica	0031-8019	1744-6406
Human Rights Law Review	1461-7781	1744-1021
Journal of Competition Law & Economics	1744-6414	1744-6422
Schizophrenia Bulletin	0586-7614	1745-1701
Chinese Journal of International Law	1540-1650	1746-9937
Publius: The Journal of Federalism	0048-5950	1747-7107
Journal of Intellectual Property Law & Practice	1747-1532	1747-1540
Integrative and Comparative Biology	1540-7063	1557-7023
EP Europace	1099-5129	1532-2092
Briefings in Functional Genomics	2041-2649	2041-2657

Briefings in Bioinformatics	1467-5463	1477-4054
CESifo Economic Studies	1610-241X	1612-7501
Capital Markets Law Journal	1750-7219	1750-7227
The Chinese Journal of International Politics	1750-8916	1750-8924
Review of Environmental Economics and Policy	1750-6816	1750-6824
ICES Journal of Marine Science	1054-3139	1095-9289
Literary Imagination	1523-9012	1752-6566
Trusts & Trustees	1363-1780	1752-2110
Policing: A Journal of Policy and Practice	1752-4512	1752-4520
Cambridge Journal of Regions, Economy and Society	1752-1378	1752-1386
International Journal of Transitional Justice	1752-7716	1752-7724
Review of Finance	1572-3097	1573-692X
Journal of Plant Ecology	1752-9921	1752-993X
International Mathematics Research Notices	1073-7928	1687-0247
Contemporary Women's Writing	1754-1476	1754-1484
Adaptation	1755-0637	1755-0645
Cardiovascular Research	0008-6363	1755-3245
The Journals of Gerontology: Series B	1079-5014	1758-5368
German History	0266-3554	1477-089X
The Journal of World Energy Law & Business	1754-9957	1754-9965
Christian bioethics: Non-Ecumenical Studies in Medical Morality	1380-3603	1744-4195
The Journal of Medicine and Philosophy: A Forum for Bioethics and Philosophy of Medicine	0360-5310	1744-5019
The Oral History Review	0094-0798	1533-8592
Public Health Ethics	1754-9973	1754-9981
Archives of Clinical Neuropsychology	0887-6177	1873-5843
English: Journal of the English Association	0013-8215	1756-1124
European Heart Journal - Cardiovascular Imaging	2047-2404	2047-2412
The Journal of Hindu Studies	0000-0000	1756-4263
Systematic Biology	1063-5157	1076-836X
Analysis	0003-2638	1467-8284
Acta Biochimica et Biophysica Sinica	1672-9145	1745-7270
The Journals of Gerontology: Series A	1079-5006	1758-535X
The Gerontologist	0016-9013	1758-5341
The Leo Baeck Institute Year Book	0075-8744	1758-437X
Nicotine and Tobacco Research	1462-2203	1469-994X
Journal of Human Rights Practice	1757-9619	1757-9627
Tree Physiology	0829-318X	1758-4469
ISLE: Interdisciplinary Studies in Literature and Environment	1076-0962	1759-1090
Classical Receptions Journal	1759-5134	1759-5142
Sociology of Religion	1069-4404	1759-8818
Applied Economic Perspectives and Policy	2040-5790	2040-5804

American Journal of Agricultural Economics	0002-9092	1467-8276
Journal of Church and State	0021-969X	2040-4867
Neuro-Oncology	1522-8517	1523-5866

### The Oxford Journals 2016 Collection

<b>Journal</b>	<b>Print ISSN</b>	<b>Online ISSN</b>
African Affairs	0001-9909	1468-2621
Age and Ageing	0002-0729	1468-2834
Alcohol and Alcoholism	0735-0414	1464-3502
American Law and Economics Review	1465-7252	1465-7260
American Literary History	0896-7148	1468-4365
Applied Linguistics	0142-6001	1477-450X
Behavioral Ecology	1045-2249	1465-7279
Bioinformatics	1367-4803	1460-2059
Biometrika	0006-3444	1464-3510
Biostatistics	1465-4644	1468-4357
Brain	0006-8950	1460-2156
The British Journal for the Philosophy of Science	0007-0882	1464-3537
The British Journal of Aesthetics	0007-0904	1468-2842
The British Journal of Criminology	0007-0955	1464-3529
The British Journal of Social Work	0045-3102	1468-263X
Cambridge Journal of Economics	0309-166X	1464-3545
The Cambridge Quarterly	0008-199X	1471-6836
Carcinogenesis	0143-3334	1460-2180
Cerebral Cortex	1047-3211	1460-2199
Chemical Senses	0379-864X	1464-3553
Community Development Journal	0010-3802	1468-2656
ITNOW	1746-5702	1746-5710
The Computer Journal	0010-4620	1460-2067
Contributions to Political Economy	0277-5921	1464-3588
Early Music	0306-1078	1741-7260
ELT Journal	0951-0893	1477-4526
The English Historical Review	0013-8266	1477-4534
Essays in Criticism	0014-0856	1471-6852
European Journal of International Law	0938-5428	1464-3596
European Journal of Orthodontics	0141-5387	1460-2210
European Journal of Public Health	1101-1262	1464-360X
European Review of Agricultural Economics	0165-1587	1464-3618
European Sociological Review	0266-7215	1468-2672
Family Practice	0263-2136	1460-2229

Forestry: An International Journal of Forest Research	0015-752X	1464-3626
Forum for Modern Language Studies	0015-8518	1471-6860
French History	0269-1191	1477-4542
Glycobiology	0959-6658	1460-2423
Health Education Research	0268-1153	1465-3648
Health Policy and Planning	0268-1080	1460-2237
Health Promotion International	0957-4824	1460-2245
History Workshop Journal	1363-3554	1477-4569
Holocaust and Genocide Studies	8756-6583	1476-7937
Human Molecular Genetics	0964-6906	1460-2083
Human Reproduction	0268-1161	1460-2350
Human Reproduction Update	1355-4786	1460-2369
IMA Journal of Applied Mathematics	0272-4960	1464-3634
IMA Journal of Management Mathematics	1471-678X	1471-6798
Mathematical Medicine and Biology: A Journal of the IMA	1477-8599	1477-8602
IMA Journal of Mathematical Control and Information	0265-0754	1471-6887
IMA Journal of Numerical Analysis	0272-4979	1464-3642
Industrial and Corporate Change	0960-6491	1464-3650
Industrial Law Journal	0305-9332	1464-3669
International Immunology	0953-8178	1460-2377
International Journal for Quality in Health Care	1353-4505	1464-3677
International Journal of Epidemiology	0300-5771	1464-3685
International Journal of Law, Policy and the Family	1360-9939	1464-3707
International Journal of Law and Information Technology	0967-0769	1464-3693
International Journal of Lexicography	0950-3846	1477-4577
International Journal of Public Opinion Research	0954-2892	1471-6909
International Journal of Refugee Law	0953-8186	1464-3715
Japanese Journal of Clinical Oncology	0368-2811	1465-3621
Journal of African Economies	0963-8024	1464-3723
Journal of Antimicrobial Chemotherapy	0305-7453	1460-2091
The Journal of Deaf Studies and Deaf Education	1081-4159	1465-7325
Journal of Design History	0952-4649	1741-7279
Microscopy	2050-5698	2050-5701
Journal of Environmental Law	0952-8873	1464-374X
Journal of Experimental Botany	0022-0957	1460-2431
Journal of Economic Geography	1468-2702	1468-2710
Journal of Heredity	0022-1503	1465-7333
Journal of the History of Collections	0954-6650	1477-8564
Journal of International Economic Law	1369-3034	1464-3758
Journal of Islamic Studies	0955-2340	1471-6917
The Journal of Law, Economics, and Organization	8756-6222	1465-7341

Journal of Logic and Computation	0955-792X	1465-363X
Journal of the History of Medicine and Allied Sciences	0022-5045	1468-4373
Journal of Molluscan Studies	0260-1230	1464-3766
JNCI: Journal of the National Cancer Institute	0027-8874	1460-2105
Journal of Pediatric Psychology	0146-8693	1465-735X
Journal of Petrology	0022-3530	1460-2415
Journal of Plankton Research	0142-7873	1464-3774
Journal of Public Health	1741-3842	1741-3850
Journal of Refugee Studies	0951-6328	1471-6925
Journal of Semantics	0167-5133	1477-4593
Journal of Semitic Studies	0022-4480	1477-8556
The Journal of Theological Studies	0022-5185	1477-4607
Journal of Tropical Pediatrics	0142-6338	1465-3664
The Library	0024-2160	1744-8581
Digital Scholarship in the Humanities	2055-7671	2055-768X
Literature and Theology	0269-1205	1477-4623
Logic Journal of the IGPL	1367-0751	1368-9894
Medical Law Review	0967-0742	1464-3790
Mind	0026-4423	1460-2113
MHR: Basic science of reproductive medicine	1360-9947	1460-2407
Music and Letters	0027-4224	1477-4631
The Musical Quarterly	0027-4631	1741-8399
Mutagenesis	0267-8357	1464-3804
Nephrology Dialysis Transplantation	0931-0509	1460-2385
Notes and Queries	0029-3970	1471-6941
The Opera Quarterly	0736-0053	1476-2870
Oxford Art Journal	0142-6540	1741-7287
Oxford Economic Papers	0030-7653	1464-3812
Oxford Journal of Legal Studies	0143-6503	1464-3820
Oxford Review of Economic Policy	0266-903X	1460-2121
Parliamentary Affairs	0031-2290	1460-2482
Past & Present	0031-2746	1477-464X
Protein Engineering, Design and Selection	1741-0126	1741-0134
The Quarterly Journal of Mathematics	0033-5606	1464-3847
The Quarterly Journal of Mechanics and Applied Mathematics	0033-5614	1464-3855
QJM: An International Journal of Medicine	1460-2725	1460-2393
Refugee Survey Quarterly	1020-4067	1471-695X
The Review of English Studies	0034-6551	1471-6968
The Review of Financial Studies	0893-9454	1465-7368
Rheumatology	1462-0324	1462-0332
Screen	0036-9543	1460-2474

Social History of Medicine	0951-631X	1477-4666
Social Politics: International Studies in Gender, State & Society	1072-4745	1468-2893
Social Science Japan Journal	1369-1465	1468-2680
Statute Law Review	0144-3593	1464-3863
Teaching Mathematics and its Applications: An International Journal of the IMA	0268-3679	1471-6976
Toxicological Sciences	1096-6080	1096-0929
Twentieth Century British History	0955-2359	1477-4674
American Journal of Epidemiology	0002-9262	1476-6256
French Studies	0016-1128	1468-2931
Modern Judaism - A Journal of Jewish Ideas and Experience	0276-1114	1086-3273
Journal of Conflict and Security Law	1467-7954	1467-7962
Journal of the American Academy of Religion	0002-7189	1477-4585
International Relations of the Asia-Pacific	1470-482X	1470-4838
Occupational Medicine	0962-7480	1471-8405
Law, Probability and Risk	1470-8396	1470-840X
British Medical Bulletin	0007-1420	1471-8391
Plant and Cell Physiology	0032-0781	1471-9053
The Year's Work in Critical and Cultural Theory	1077-4254	1471-681X
The Year's Work in English Studies	0084-4144	1471-6801
The World Bank Economic Review	0258-6770	1564-698X
The World Bank Research Observer	0257-3032	1564-6971
International Journal of Constitutional Law	1474-2640	1474-2659
Annals of Work Exposures and Health	2398-7308	2398-7316
Annals of Botany	0305-7364	1095-8290
Socio-Economic Review	1475-1461	1475-147X
Annals of Oncology	0923-7534	1569-8041
Journal of Public Administration Research and Theory	1053-1858	1477-9803
Journal of International Criminal Justice	1478-1387	1478-1395
Molecular Biology and Evolution	0737-4038	1537-1719
Journal of Financial Econometrics	1479-8409	1479-8417
The Journal of Biochemistry	0021-924X	1756-2651
Radiation Protection Dosimetry	0144-8420	1742-3406
Public Opinion Quarterly	0033-362X	1537-5331
European Heart Journal	0195-668X	1522-9645
Philosophia Mathematica	0031-8019	1744-6406
Human Rights Law Review	1461-7781	1744-1021
Journal of Competition Law & Economics	1744-6414	1744-6422
Schizophrenia Bulletin	0586-7614	1745-1701
Chinese Journal of International Law	1540-1650	1746-9937
Publius: The Journal of Federalism	0048-5950	1747-7107
Journal of Intellectual Property Law & Practice	1747-1532	1747-1540



Integrative and Comparative Biology	1540-7063	1557-7023
EP Europace	1099-5129	1532-2092
Briefings in Functional Genomics	2041-2649	2041-2657
Briefings in Bioinformatics	1467-5463	1477-4054
CESifo Economic Studies	1610-241X	1612-7501
Capital Markets Law Journal	1750-7219	1750-7227
The Chinese Journal of International Politics	1750-8916	1750-8924
Review of Environmental Economics and Policy	1750-6816	1750-6824
ICES Journal of Marine Science	1054-3139	1095-9289
Literary Imagination	1523-9012	1752-6566
Trusts & Trustees	1363-1780	1752-2110
Policing: A Journal of Policy and Practice	1752-4512	1752-4520
Cambridge Journal of Regions, Economy and Society	1752-1378	1752-1386
International Journal of Transitional Justice	1752-7716	1752-7724
Review of Finance	1572-3097	1573-692X
Journal of Plant Ecology	1752-9921	1752-993X
International Mathematics Research Notices	1073-7928	1687-0247
Contemporary Women's Writing	1754-1476	1754-1484
Adaptation	1755-0637	1755-0645
Cardiovascular Research	0008-6363	1755-3245
The Journals of Gerontology: Series B	1079-5014	1758-5368
German History	0266-3554	1477-089X
The Journal of World Energy Law & Business	1754-9957	1754-9965
Christian bioethics: Non-Ecumenical Studies in Medical Morality	1380-3603	1744-4195
The Journal of Medicine and Philosophy: A Forum for Bioethics and Philosophy of Medicine	0360-5310	1744-5019
The Oral History Review	0094-0798	1533-8592
Public Health Ethics	1754-9973	1754-9981
Archives of Clinical Neuropsychology	0887-6177	1873-5843
Reports of Patent, Design and Trade Mark Cases	0080-1364	1756-1000
English: Journal of the English Association	0013-8215	1756-1124
European Heart Journal - Cardiovascular Imaging	2047-2404	2047-2412
The Journal of Hindu Studies	0000-0000	1756-4263
Systematic Biology	1063-5157	1076-836X
Analysis	0003-2638	1467-8284
Acta Biochimica et Biophysica Sinica	1672-9145	1745-7270
The Journals of Gerontology: Series A	1079-5006	1758-535X
The Gerontologist	0016-9013	1758-5341
The Leo Baeck Institute Year Book	0075-8744	1758-437X
Nicotine and Tobacco Research	1462-2203	1469-994X
Journal of Human Rights Practice	1757-9619	1757-9627
Tree Physiology	0829-318X	1758-4469

ISLE: Interdisciplinary Studies in Literature and Environment	1076-0962	1759-1090
Classical Receptions Journal	1759-5134	1759-5142
Journal of International Dispute Settlement	2040-3585	2040-3593
Sociology of Religion	1069-4404	1759-8818
Applied Economic Perspectives and Policy	2040-5790	2040-5804
American Journal of Agricultural Economics	0002-9092	1467-8276
Journal of Church and State	0021-969X	2040-4867
Neuro-Oncology	1522-8517	1523-5866
Journal of European Competition Law & Practice	2041-7764	2041-7772
Environmental History	1084-5453	1930-8892
The Journal of Infectious Diseases	0022-1899	1537-6613
Clinical Infectious Diseases	1058-4838	1537-6591
The Quarterly Journal of Economics	0033-5533	1531-4650
The Review of Asset Pricing Studies	2045-9920	2045-9939
The Review of Economic Studies	0034-6527	1467-937X
Journal of American History	0021-8723	1945-2314
OAH Magazine of History (ceased publication but free access is provided to content from 1996 to 2013)	0882-228X	1938-2340
International Data Privacy Law	2044-3994	2044-4001
British Yearbook of International Law	0068-2691	2044-9437
Current Legal Problems	0070-1998	2044-8422
Yearbook of European Law	0263-3264	2045-0044
Yearbook of International Environmental Law	0965-1721	2045-0052
The Review of Corporate Finance Studies	2046-9128	2046-9136
Journal of Social History	0022-4529	1527-1897
European Review of Economic History	1361-4916	1474-0044
Social Forces	0037-7732	1534-7605
European Journal of Cardio-Thoracic Surgery	1010-7940	1873-734X
Social Work	0037-8046	1545-6846
Social Work Research	1070-5309	1545-6838
Children & Schools	1532-8759	1545-682X
Health & Social Work	0360-7283	1545-6854
Journal of the Pediatric Infectious Diseases Society	2048-7193	2048-7207
Science and Public Policy	0302-3427	1471-5430
Research Evaluation	0958-2029	1471-5449
Journal of Analytical Toxicology	0146-4760	1945-2403
Journal of Chromatographic Science	0021-9665	1945-239X
ICSID Review - Foreign Investment Law Journal	0258-3690	2049-1999
Jerusalem Review of Legal Studies	2219-7125	2219-7117
The American Historical Review	0002-8762	1937-5239
The American Journal of Jurisprudence	0065-8995	2049-6494
Diplomatic History	0145-2096	1467-7709

Uniform Law Review	1124-3694	2050-9065
American Journal of Hypertension	0895-7061	1941-7225
Interacting with Computers	0953-5438	1873-7951
International Health	1876-3413	1876-3405
Transactions of The Royal Society of Tropical Medicine and Hygiene	0035-9203	1878-3503
Astronomy & Geophysics	1366-8781	1468-4004
Geophysical Journal International	0956-540X	1365-246X
Monthly Notices of the Royal Astronomical Society	0035-8711	1365-2966
MELUS	0163-755X	1946-3170
Journal of Survey Statistics and Methodology	2325-0984	2325-0992
ILAR Journal	1084-2020	1930-6180
Publications of the Astronomical Society of Japan	0004-6264	2053-051X
The Philosophical Quarterly	0031-8094	1467-9213
Public Policy & Aging Report	1055-3037	2053-4892
Music Theory Spectrum	0195-6167	1533-8339
BioScience	0006-3568	1525-3244
Journal of Music Therapy	0022-2917	2053-7395
Music Therapy Perspectives	0734-6875	2053-7387
Medical Mycology	1369-3786	1460-2709
Poultry Science	0032-5791	1525-3171
The Journal of Applied Poultry Research	1056-6171	1537-0437
Social Problems	0037-7791	1533-8533
Mammalian Species		1545-1410
Journal of Mammalogy	0022-2372	1545-1542
FEMS Microbiology Ecology	0168-6496	1574-6941
FEMS Microbiology Letters	0378-1097	1574-6968
FEMS Microbiology Reviews	0168-6445	1574-6976
FEMS Yeast Research	1567-1356	1567-1364
Pathogens and Disease		2049-632X
Arbitration International	0957-0411	1875-8398
Aesthetic Surgery Journal	1090-820X	1527-330X
Economic Policy	0266-4658	1468-0327
Annals of the Entomological Society of America	0013-8746	1938-2901
American Entomologist	1046-2821	2155-9902
Environmental Entomology	0046-225X	1938-2936
Journal of Economic Entomology	0022-0493	1938-291X
Journal of Medical Entomology	0022-2585	1938-2928
Journal of the American Medical Informatics Association	1067-5027	1527-974X
Nutrition Reviews	0029-6643	1753-4887
Journal of Crohn's and Colitis	1873-9946	1876-4479
The Monist	0026-9662	2153-3601

Journal of Global Security Studies	2057-3170	2057-3189
Journal of Consumer Research	0093-5301	1537-5277
Foreign Policy Analysis	1743-8586	1743-8594
International Political Sociology	1749-5679	1749-5687
Journal of Travel Medicine	1195-1982	1708-8305
International Studies Perspectives	1528-3577	1528-3585
International Studies Quarterly	0020-8833	1468-2478
International Studies Review	1521-9488	1468-2486
Proceedings of the Aristotelian Society	0066-7374	1467-9264
Aristotelian Society Supplementary Volume	0309-7013	1467-8349
American Journal of Clinical Pathology	0002-9173	1943-7722
Laboratory Medicine	0007-5027	1943-7730
Pain Medicine	1526-2375	1526-4637
Western Historical Quarterly	0043-3810	1939-8603
Journal of Neuropathology & Experimental Neurology	0022-3069	1554-6578

## SCHEDULE C

### CHARGES

YEAR	AMOUNT
2019	<p>(i) The amount of the charges paid by the Consortium Agent in 2018, plus 3% of such charges, a total of €551,263.65 (including migrated subscriptions for University Maastricht and University Leiden, €19,543.22).</p> <p>(ii) A fee of €58,471.14 for each Customer that exercises its option to upgrade their journals collection in accordance with Clause 3.2 of the Consortium Current Content Agreement (Annual) Terms.</p> <p>(iii) Article Processing Charge of €82,628.</p> <p>Total amount in 2019 or €692,362.79 (invoice total €692,362)</p>
2020	<p>(i) The amount of the charges paid by the Consortium Agent in 2019, plus 3% of such charges.</p> <p>(ii) The Standard Rate Subscriptions for 2019.</p> <p>(iii) A fee of [ ] for each Customer that exercises its option to upgrade their journals collection in accordance with Clause 3.2 of the Consortium Current Content Agreement (Annual) Terms.</p> <p>(iv) Article Processing Charge of €82,628.</p>

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  - 1.3 For the avoidance of doubt, Clause 1.2 above shall not apply if a Customer has converted a Standard Rate Subscription to an online-only model rate subscription.

## SCHEDULE D

### CUSTOMER TERMS AND CONDITIONS

#### 1. DEFINITIONS

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"Authorised User"	shall mean an individual who is authorised by the Customer to access the Customer's information services available through the Customer's Secure Network and who is (i) affiliated with the Customer as a current student, library patron, employee, or (ii) physically present on the Customer's premises;
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"Non-Commercial Text And Data Mining"	shall mean Text And Data Mining for the sole purpose of research for a non-commercial purpose;
"Online Registration Materials"	shall mean the registration materials appearing at <a href="https://academic.oup.com/my-account/register?siteId=5567&amp;returnUrl=%2fjournals">https://academic.oup.com/my-account/register?siteId=5567&amp;returnUrl=%2fjournals</a> required to be submitted by the Customer before the Customer can access the Publications;
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2.1.7.2 such copies are not transferred to any other person or used for any other purpose without the Publisher's consent;

2.1.7.3 such copies are destroyed once they are no longer necessary for the relevant computational analysis;

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  - 2.2.5 use all or any part of the Publications for any Commercial Use.
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  - 2.5.2 through Portico, CLOCKSS, or a similar 3rd party archive and in such case the Publisher shall provide all relevant details of the Customer to the 3rd party in order to enable access to the 3rd party archive by the Customer. Such access will be subject to Customer fulfilling the 3rd party's terms and condition for access ; or
  - 2.5.3 by providing the Customer with an electronic copy of the relevant Publications for the purpose of local hosting by the Customer.

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- 3.3 The Customer shall:
  - 3.3.1 be responsible for the confidentiality and all use of the Password(s);
  - 3.3.2 use all reasonable efforts to ensure that only Authorised Users are permitted access to the Publications by means of the Customer's Secure Network; and
  - 3.3.3 ensure that all Authorised Users are made aware that the Publications are protected by copyright and the Authorised Users' use of the Publications is subject to the restrictions and obligations contained in this Agreement .
- 3.4 The Customer will notify Publisher immediately if it becomes aware of any of the following: (a) any loss or theft of the Password(s); (b) any unauthorised use of any of the Password(s); or (c) any breach by an Authorised User of the terms of this Agreement
- 3.5 The Customer shall notify Publisher promptly (i) of the facts and circumstances surrounding any unauthorised access, possession, or use of the Publications, or Publisher intellectual property, or any portion thereof; and (ii) on becoming aware of any claim by any third party that the Publications infringes an intellectual property or proprietary right of any third party.
- 3.6 Upon becoming aware of any breach of the terms of this Agreement by an Authorised User, the Customer shall promptly initiate disciplinary procedures in accordance with the Customer's standard practice.

#### **4. RESPONSIBILITIES OF PUBLISHER**

- 4.1 Publisher shall provide the Customer with a customer number necessary to enable the Customer to submit the Online Registration Materials.
- 4.2 Publisher shall use all reasonable efforts:
  - 4.2.1 to make the Publications available by means of the World Wide Web to the Customer throughout the Subscription Period;
  - 4.2.2 to ensure that the Server has sufficient capacity and rate of connectivity to provide the Customer with a quality of service consistent with current standards in the World Wide Web on-line information provision industry;
  - 4.2.3 to restore access to the Publications as soon as possible in the event of an interruption or suspension of the service.
- 4.3 Publisher agrees to make available to the Customer a monthly COUNTER compliant usage report throughout the Subscription Period detailing the level of use of the Publications by the Customer's Authorised Users per month, but only to the extent such monthly usage reports are made available by the party hosting the Publications on behalf of the Publisher. This report will not identify individual Authorised User usage, but will be provided in respect of the IP address range(s) given by the Customer in the Online Registration Materials as a whole. The Publisher will not be able to provide accurate usage reports if the Customer stores the Publications on any cache or proxy server, or accesses the Publications through an agent gateway.

- 4.4 The Publisher reserves the right to withdraw from the Publications content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false, or infringing.
- 4.5 The Publisher reserves the right to suspend access to the Publications in the event of any unauthorised use of the Publications.

## **5. ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 5.1 The Customer acknowledges that all copyrights, patent rights, Publisher Trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Publications (collectively the "Publisher Intellectual Property"), are the sole and exclusive property of Publisher and that this Agreement does not convey to the Customer any right, title, or interest therein except for the right to access the Publications in accordance with the terms and conditions of this Agreement.
- 5.2 The Customer acknowledges that neither it nor any Authorised User may create any derivative work based on the Publications without the prior written permission of the Publisher.

## **6. REPRESENTATIONS AND WARRANTIES**

- 6.1 PUBLISHER REPRESENTS AND WARRANTS THAT IT HAS THE POWER TO ENTER INTO THIS AGREEMENT AND TO GRANT THE ACCESS REFERRED TO HEREIN TO THE CUSTOMER AND THAT THE PUBLICATIONS DO NOT VIOLATE OR INFRINGE UPON ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT OR CONTRACT RIGHT OF ANY THIRD PARTY.
- 6.2 SAVE AS PROVIDED ABOVE, PUBLISHER GIVES NO WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION THAT (I) THE PUBLICATIONS WILL BE OF SATISFACTORY QUALITY, SUITABLE FOR ANY PARTICULAR PURPOSE OR FOR ANY PARTICULAR USE UNDER SPECIFIED CONDITIONS, NOTWITHSTANDING THAT SUCH PURPOSE, USE, OR CONDITIONS MAY BE KNOWN TO PUBLISHER; OR (II) THAT THE PUBLICATIONS WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) THAT THE MATERIAL PUBLISHED IN THE PUBLICATIONS IS EITHER COMPLETE OR ACCURATE.
- 6.3 IN NO CIRCUMSTANCES WILL PUBLISHER BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH PUBLISHER DOES NOT HAVE DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORISED ACCESS, THEFT, OR OPERATOR ERRORS.
- 6.4 IN NO CIRCUMSTANCES WILL PUBLISHER BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OR LOSS OF PROFITS INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE ACCESS OF, OR INABILITY TO ACCESS THE PUBLICATIONS.
- 6.5 THE CUSTOMER AGREES THAT THE ENTIRE LIABILITY OF PUBLISHER TO THE CUSTOMER OR AUTHORISED USERS ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE PUBLICATIONS SHALL BE THE REFUND OF ANY CHARGES PAID UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IN WHICH THE CLAIM ARISES.

## **7. TERMINATION**

- 7.1 The Customer may terminate this Agreement at any time for convenience provided that no refund of any payments shall be due.
- 7.2 Either party may terminate this Agreement forthwith by serving written notice on the other in the event that the other party commits a material breach of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days of a request so to do. Without limitation, a breach by the Customer of the provisions of Clause 3.3 above would constitute a material breach of this Agreement.

## **8. GENERAL**

- 8.1 This Agreement is personal to the Customer and the access granted under it does not extend to its subsidiary or parent organisations, nor may such access be assigned by the Customer.
- 8.2 All notices required to be given under this Agreement shall be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this Agreement, or such other address as the party concerned shall from time to time designate by notice pursuant to this Clause. Such notices shall be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 10 (ten) days after posting. All notices to Publisher shall be marked for the attention of the Group Legal Director. All notices to the Customer shall be marked for the attention of the person whose contact details are given in the Schedule.
- 8.3 This Agreement constitutes the entire agreement of the parties about its subject matter, supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement in writing signed by both parties.
- 8.4 Neither the Customer nor the Publisher shall be responsible to the other for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this clause, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.
- 8.5 No provision in this Agreement is intended to be enforceable by any third party, whether pursuant to the Contract (Rights of Third Parties) Act 1999 or otherwise.
- 8.6 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other further breach.
- 8.7 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

## SCHEDULE E

### OPEN ACCESS PROVISIONS

The Publisher and the Consortium Agent intend to establish a legal and economic framework to allow Corresponding Authors from Eligible Institutions to publish Open Access Articles in the Eligible Journals in accordance with the terms of this Schedule E.

#### 1 DEFINITIONS

1.1 In this Schedule, the following terms have the following meanings:

“APC units”	the credits available in the Prepayment Account and which may be used by Corresponding authors to pay for the publication of Open Access Articles in accordance with this Schedule E.
“Author Services”	the Publisher’s online licensing and payments system.
“Authorised Persons”	any person or persons authorised by the Account Holder (as defined in the Prepayment Account Terms), to access and manage the Prepayment Account Dashboard using the Username and Password assigned to the Account Holder in accordance with the procedure set out for use of the account;
“Article Processing Charge”	the charge for the publication of an Open Access Article, as set by the relevant journal.
“Charge Request”	a request from a Corresponding author to use an APC Unit to pay for the publication of an Open Access Article.
“Corresponding Author”	the author of an article that is included in an Eligible Journal.
“Eligible Institutions”	Customers associated with Corresponding Authors that are verified by the Consortium Agent as being eligible to use the APC Units.
“Eligible Journal”	a Hybrid Journal which is included within the Author Services.
“Excluded Journals”	the journals set out in Annex 1, as may be amended by the Publisher from time to time, and all fully open access journals that may be published by the Publisher from time to time.
“Hybrid Journal”	A Journal which includes both Open Access Articles and non-Open Access Articles, excluding the Excluded Journals.
“Open Access Article”	an article written by a Corresponding Author which is accepted for publication by the Publisher in an Eligible Journal subject to the terms of a Creative Commons licence.

“Prepayment Account”	Publisher’s open access prepayment account which allows Authorised Persons to administer APC Units for Charge Requests in accordance with the terms of this Agreement and the Prepayment Account Terms.
“Prepayment Account Terms”	Publisher’s agreement which governs the use of Publisher’s Prepayment Account, set out in Annex 2.
“Prepayment Account Dashboard”	the unique user interface for the Prepayment Account accessible via a link provided by Publisher, to which Authorised Persons will have access during the Subscription Period.
“Received Into Production”	the manuscript of an article has entered into the Publisher’s production process prior to publication.
“Referring Person”	as defined in Clause 2.5.

## **2 REFERRAL PROCESS**

- 2.1 Corresponding Authors whose articles are accepted for publication by the Publisher will be required to choose an open access licence with the Publisher in order to make a Charge Request.
- 2.2 When an article is Received Into Production, the Publisher shall use reasonable efforts to send an email to the relevant Corresponding Author which will include information to assist the Corresponding Author with the referral process.
- 2.3 In order to request the use of an APC unit for an Open Access Article, the Corresponding Author must make a Charge Request for that Open Access Article to the Prepayment Account for review by the Authorised Person, in accordance with the terms of the Prepayment Account Terms.
- 2.4 The Authorised Person will have the option to approve or reject the use of APC Units via the Prepayment Account Dashboard in accordance with the terms of the Prepayment Account Terms.
- 2.5 The Consortium Agent hereby acknowledges that a Corresponding Author may nominate another individual to log into the Author Services to make the Charge Request for payment on the Corresponding Author’s behalf (each such individual being a “Referring Person”). In such cases, references in this Schedule E to a Corresponding Author in connection with making a Charge Request will be construed as a reference to the Referring Person.

## **3 ELIGIBILITY**

- 3.1 The Consortium Agent acknowledges that it or an Authorised Person (as applicable) is solely responsible for verifying that:
  - 3.1.1 a Corresponding Author is affiliated with a Customer and is therefore eligible to use an APC Unit; and
  - 3.1.2 a Referring Person is authorised to make a Charge Request for payment on the Corresponding Author’s behalf.
- 3.2 Any information relating to the affiliation of a Corresponding Author to a Customer provided by the Publisher to the Consortium Agent will be based on the information as provided by the Corresponding Author and/or the Referring Person.

- 3.3 In no circumstances will the Publisher be liable to the Consortium Agent, any Customer, any Authorised Person, or any third party resulting from the failure of the Consortium Agent to comply with Clause 3.1 above.

#### **4 RETROSPECTIVE OPEN ACCESS CONVERSION**

- 4.1 In each year of the Term, any qualifying articles from Corresponding Authors which are Received Into Production and which are not published as an Open Access Article may be converted into an Open Access Article, provided that the Authorised Person notifies the Publisher in writing (i) of any such articles no later than 30 November in the relevant year of the Term, and (ii) that the relevant Corresponding Author has approved of such conversion. Following receipt of such notice, the Publisher shall convert such articles into Open Access Articles. One APC Unit will be deducted from the available APC Units for each such converted article, or, if the maximum number of APC Units have been used for that year, the provisions of Clause 6.5 below will apply.

#### **5 REPORTING**

- 5.1 The Authorised Persons may view transaction history and download reports via the Prepayment Account Dashboard. Such reports will contain details of the articles which have made use of the APC Units, as well as any other articles which were referred to the Prepayment Account.

- 5.2 The Publisher will use reasonable efforts to deliver to the Consortium Agent a report of articles by Corresponding Authors from Eligible Institutions which are Received Into Production over the period 1 January to 1 November in the previous 10 months, each such report to be delivered by 15<sup>th</sup> November in the relevant year. Each such report shall include the following information based on the list of Eligible Institutions and the information provided by the Corresponding Author on submission of an article:

5.2.1 name of the Corresponding Author;

5.2.2 name of the Eligible Institution;

5.2.3 article title;

5.2.4 licence type as selected by the Corresponding Author;

5.2.5 Eligible Journal title;

5.2.6 Eligible Journal ISSN; and

5.2.7 DOI

#### **6 APC UNITS ALLOCATION**

- 6.1 In consideration of payment of the Charges by the Consortium Agent, the Consortium Agent will be able to spend the APC Units, in accordance with the terms of this Clause 6.

- 6.2 During the Subscription Period the Publisher will make the following maximum number of APC Units available to the Consortium Agent:

6.2.1 For the period 1 January 2019 to 31 December 2019: 760 APC Units

6.2.2 For the period 1 January 2020 to 31 December 2020: 760 APC Units

- 6.3 Any amount of the APC Units remaining at the end of each year period will not rollover and will be lost.
- 6.4 For each Charge Request approved by the Authorised Person via the Prepayment Account Dashboard, the Publisher will deduct one APC Unit from the available APC Units.
- 6.5 In each year of the Subscription Period, once the maximum number of APC Units have been used for that year, an additional Article Processing Charge for each Open Access Article which is Received Into Production, which will be payable by the Corresponding Author at the Article Processing Charge list price at the time of article submission for the relevant Eligible Journal.

## **7 EDITORIAL INDEPENDENCE**

- 7.1 Both parties recognise that the Consortium Agent will not be involved in the editorial processes governing the publication of Open Access Articles despite its financial obligations towards the Publisher.
- 7.2 The Publisher is not obligated to accept or publish any article submitted to the Publisher by a Corresponding Author on the basis of this Agreement.
- 7.3 The Consortium Agent recognises that the selection of content that is published on the Publisher's platform is entirely at the Publisher's discretion. The Consortium Agent relinquishes all possibly due claims towards the Publisher resulting from the Publisher's rejection to publish content, either entirely or partially, submitted by a Corresponding Author.

## **8 PREPAYMENT ACCOUNT TERMS**

- 8.1 The Consortium Agent represents and warrants that:
  - 8.1.1 it has notified each Customer that use of the Prepayment Account by the Authorised Persons will be on the terms of the Prepayment Account Terms and procures that each Customer will provide each Authorised Person with a copy of such terms prior to their use of the Prepayment Account;
  - 8.1.2 it is authorised to agree to the terms of the Prepayment Account Terms on behalf of the Customers and to make the payments to Publisher on the terms of the Prepayment Account Terms;
  - 8.1.3 Sufficient funds are available to pay the Initial Payment as outlined in Part A of the Prepayment Account Terms;

**ANNEX 1  
EXCLUDED JOURNALS**

<b>Journal name</b>	<b>Print ISSN</b>	<b>Online ISSN</b>
American Historical Review	0002-8762	1937-5239
Analysis	0003-2638	1467-8284
Arbitration International	0957-0411	
Astronomy & Geophysics	1366-8781	1468-4004
Critical Values	2378-8321	2378-8372
Children and Schools	1532-8759	1545-682X
Journal Of Design History	0952-4649	1741-7279
Diplomatic History	0145-2096	1467-7709
Economic Policy	0266-4658	1468-0327
Endocrine Reviews	0163-769X	1945-7189
Endocrinology	0013-7227	1945-7170
Journal Of The History Of Collections	0954-6650	1477-8564
Holocaust And Genocide Studies	8756-6583	1476-7937
Health and Social Work	0360-7283	1545-6854
ICSID Review - Foreign Investment Law Journal	0258-3690	2049-1999
Interactive Cardiovascular and Thoracic Surgery	1569-9293	1569-9285
ISLE: Interdisciplinary Studies in Literature and Environment	1076-0962	1759-1090
ITNOW	1746-5702	1746-5710
Journal Of The American Academy Of Religion	0002-7189	1477-4585
Journal of American History	0021-8723	1945-2314
Journal of Computer-Mediated Communication		1083-6101
Journal of Clinical Endocrinology and Metabolism	0021-972X	1945-7197
Journal of the Endocrine Society		2472-1972
Journal of Experimental Botany	0022-0957	1460-2431
Journal of Music Therapy	0022-2917	2053-7395
The Library	0024-2160	1744-8581
Literary Imagination	1523-9012	1752-6566
MELUS: Multi-Ethnic Literature of the United States	0163-755X	1946-3170
Music Therapy Perspectives	0734-6875	2053-7387
Music Theory Spectrum	0195-6167	1533-8339
The Oral History Review	0094-0798	1533-8592
Oxford Art Journal	0142-6540	1741-7287
Reports of Patent, Design and Trade Mark Cases	0080-1364	1756-1000
Shakespeare Quarterly	0037-3222	1538-3555
Sociology of Religion: A Quarterly Review	1069-4404	1759-8818
Social Problems	0037-7791	1533-8533
Social Work	0037-8046	1545-6846
Social Work Research	1070-5309	1545-6838
The Western Historical Quarterly	0043-3810	1939-8603
The Year's Work In Critical And Cultural Theory	1077-4254	1471-681X
The Year's Work In English Studies	0084-4144	1471-6801



## ANNEX 2

### PREPAYMENT ACCOUNT AGREEMENT

Each Account Holder (as defined in Part A below) agrees to the terms and conditions of these Prepayment Account Terms through the agency of the Consortium Agent (as defined in Clause 1 of Part B below). References to "Account Holder" shall be construed as a reference to each and every Customer individually.

Under the Consortium Agreement, charges may be paid and deposited in a prepayment account by the Consortium Agent and such deposits will be subject to the terms of these Prepayment Account Terms for the Publisher's Open Access Prepayment Account.

#### **PART A**

##### **ACCOUNT HOLDER'S DETAILS**

Account Holder	Each Customer (as defined in the Consortium Agreement) acting through the agency of the Consortium Agent
Name of Account	Dutch Universities and Academic Hospitals
Postal address	c/o SURFmarket
	Moreelsepark 48
	3511 EP Utrecht
	The Netherlands
Email address	[REDACTED]
Contact Person (name and title)	[REDACTED]
Email address of Contact Person	[REDACTED]
VAT or Sales Tax registration number	NL8000.03.871.B02
<b>SPECIAL CONDITIONS</b>	
Maximum Number of APC units	760

## PART B

### GENERAL CONDITIONS

#### 1. Interpretation

1.1 In these Prepayment Account Terms the following terms have the meanings set out below:

<b>Account Holder</b>	as defined in Part A;
<b>Affiliate</b>	of a person: any other person which directly or indirectly Controls, is Controlled by or is under common Control with that person (where “Control” means the ownership of more than 50% of the issued share capital or other equity interest or the legal power to direct or cause the direction of the general management and policies of a person);
<b>APC units</b>	the credits available in the Prepayment Account and which may be used by Corresponding authors to pay for the publication of Open Access Articles in accordance with Schedule E of the Consortium Agreement;
<b>Article Processing Charge</b>	the charge for the publication of an Open Access Article, as set by the relevant journal;
<b>Author Services</b>	the Publisher’s online licensing and payments system;
<b>Authorised Persons</b>	any person or persons authorised by the Account Holder, to access and manage the Prepayment Account Dashboard using the Username and Password assigned to the Account Holder in accordance with the procedure set out for use of the account;
<b>Balance</b>	the number of APC units in the Prepayment Account from time to time;
<b>Business Day</b>	Monday to Friday (inclusive) except bank or public holidays in England;
<b>Charge Request</b>	a request from a Corresponding author to use an APC Unit to pay for the publication of an Open Access Article;
<b>these Conditions</b>	the General Conditions in Part B of these Prepayment Account Terms;
<b>Confidential Information</b>	all technical, financial and commercial information obtained or received directly or indirectly from the other party in the course of or in anticipation of these Prepayment Account Terms;
<b>Consortium Agent</b>	Surfmarket B.V., acting on behalf of UKB Samenwerkende Wetenschappelijke Bibliotheken;

<b>Consortium Agreement</b>	the agreement between the Publisher and Consortium Agent under which the Publisher has agreed to make certain publications available to Customers;
<b>Corresponding Author</b>	the author of an article that is included in an Eligible Journal;
<b>Customer Representative</b>	a member of the customer service team at Publisher;
<b>Dashboard</b>	Account Holder's unique user interface for the prepayment account accessible via the Website;
<b>Data Protection Legislation</b>	any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy;
<b>Eligible Institution</b>	Customers associated with Corresponding Authors that are verified by the Consortium Agent as being eligible to use the APC Units;
<b>Excluded Journals</b>	the journals set out in Annex 1 of Schedule E of the Consortium Agreement, as may be amended by the Publisher from time to time, and all fully open access journals that may be published by the Publisher from time to time;
<b>Initial Payment</b>	Payment for the value of the Charges for 2019 as specified in this Agreement;
<b>Open Access Article</b>	an article written by a Corresponding Author which is accepted for publication by the Publisher in an Eligible Journal subject to the terms of a Creative Commons licence;
<b>Publisher</b>	the Chancellor, Masters and Scholars of the University of Oxford, trading as Oxford University Press of Great Clarendon Street, Oxford, OX2 6DP;
<b>Password</b>	the unique password for the Prepayment Account Holder, for use by Authorised Persons;
<b>Payment</b>	a transfer of money into the Prepayment Account;
<b>Payment Request</b>	a request to make a Payment, sent to Consortium Agent as an invoice with instructions for payment;
<b>Prepayment Account</b>	Publisher's open access prepayment account which allows Authorised Persons to administer APC Units for Charge Requests in accordance with the terms of the Consortium Agreement and these Prepayment Account

	Terms;
<b>Referring Person</b>	the individual who may be nominated by a Corresponding Author to log into the Author Services to make the Charge Request for payment on the Corresponding Author's behalf;
<b>User Name</b>	the unique username for the Prepayment Account Holder, for use by Authorised Persons;
<b>VAT or Sales Tax</b>	Value Added Tax or any other applicable sales tax;
<b>Website</b>	the Oxford Journals part of Publisher's website at <a href="http://www.oxfordjournals.org/en/">http://www.oxfordjournals.org/en/</a> .

1.2 In these Prepayment Account Terms, except where otherwise stated or where the context otherwise requires:

- (a) clause headings are included for convenience only and will not affect the construction or interpretation of these Prepayment Account Terms;
- (b) any phrase introduced by the words "including", "includes", "in particular", "for example" or similar phrases "other", "including" and "in particular" shall not limit the generality of any preceding words where a wider construction is possible;
- (c) any reference to a clause is to the relevant clause of these Prepayment Account Terms;
- (d) use of the singular includes the plural and vice versa;
- (e) any reference to "persons" includes natural persons, firms, partnerships, bodies corporate, corporations, associations, organisations, governments, government bodies, states, foundations and trusts (in each case whether or not incorporated and whether or not having separate legal personality);
- (f) the words "in writing" and "written" mean "in documented form" whether electronic or hard copy;
- (g) the words "day" and "month" mean calendar day and calendar month; and
- (h) all references to the parties include their permitted successors and assigns.

## **2. Setting up the Prepayment Account**

- 2.1 Account Holder acknowledges and agrees that all notifications and queries to be made by Publisher to Account Holder relating to the performance of these Prepayment Account Terms, will be directed to the Contact Person (as named in Part A above).
- 2.2 Publisher will set up a Prepayment Account in the Name of Account after receiving the information required in Part A. Account Holder must inform Publisher as soon as possible of any changes to this information. Publisher will notify Account Holder once the Prepayment Account is set up and will inform Account Holder of Account Holder's User Name and default Password which Account Holder must use to access Account Holder's Dashboard.
- 2.3 Once a Prepayment Account has been set up in Account Holder's name, Publisher will send a

Payment Request for the Initial Payment to the Consortium Agent. This must be paid by wire transfer to Publisher's bank account named on the Payment Request the details of which shall be provided by Publisher.

- 2.4 Once a Payment Request for the Initial Payment has been sent to the Consortium Agent by Publisher, Publisher will update the Prepayment Account Balance and activate the Prepayment Account so that Corresponding Authors may make Charge Requests to Account Holder. Account Holder will be able to use the Dashboard to access information in relation to the Prepayment Account, including the Prepayment Account Balance and outstanding Charge Requests.
- 2.5 Publisher will be responsible for ensuring that the Dashboard remains working and operational.
  - (a) Publisher shall ensure that support is available by e-mail at [prepayments@oup.com](mailto:prepayments@oup.com) during normal working hours. A response to the Account Holder shall be provided within 2 business days from submission of a request for support. It is acknowledged that on certain times of year, e.g. holiday seasons, response times might be slower. In the event that the Account Holder in collaboration with Publisher identifies a problem which cannot be resolved within 2 business days, Publisher shall work with the Account Holder to resolve any such problems as soon as practicable. Publisher will keep the account holder aware of this situation and up-to-date with the status of the request.
  - (b) In the event of an interruption or suspension of the Dashboard service, Publisher will use reasonable efforts to restore the service as soon as possible as per Clause 2.4(a), and if the interruption or suspension continues for a period of three business days from when Publisher is first notified by Account Holder, Publisher will use reasonable efforts to provide Account Holder with an alternative means of providing Account Holder with the information contained in the Dashboard.

### **3. Use of APC Units**

- 3.1 Account Holder acknowledges that a Corresponding Author may nominate a Referring Person to log into the Author Services to make the Charge Request for payment on the Corresponding Author's behalf. In such cases, references in these Prepayment Account Terms to a Corresponding Author in connection with making a Charge Request will be construed as a reference to the Referring Person.
- 3.2 Once Account Holder's Account has been activated the Name of Account will be included in the list of Prepayment Account holders made available to Corresponding Authors. A Corresponding Author will not be able to make Charge Requests for any articles submitted to the Excluded Journals. A Corresponding Author may make a Charge Request to the Account Holder by choosing the prepayment option when prompted to arrange payment for their Article Processing Charge in Author Services. If a Corresponding Author does make a Charge Request, Publisher will send Account Holder an email containing research funding details provided by the Corresponding Author during the referral process, and details of the Open Access Article.
- 3.3 Account Holder may accept or reject a Charge Request via the Dashboard. Charge Requests that have not been accepted within 14 calendar days after the date of the Charge Request will be deemed rejected. Where a Charge Request is rejected or deemed rejected payment will instead be requested from the Corresponding Author. Charge Requests may only be accepted if there are sufficient APC units in the Prepayment Account.
- 3.4 If Account Holder accepts a Charge Request Publisher will deduct one APC unit from the Prepayment Account. Charge Requests will be cancelled if the Corresponding Author elects to cancel the referral to Account Holder prior to Account Holder's decision to accept it. Publisher will notify Account Holder by email if any Charge Request is cancelled.

3.5 The Prepayment Account may not be used for page and colour charges which the Corresponding Author should arrange payment for separately.

3.6 Corresponding Authors will not be able to make a Charge Request if there are insufficient APC units in the Prepayment Account.

#### **4. Reports and Statements**

4.1 For a period of two years after acceptance of each Charge Request Publisher will provide access via the Dashboard to information relating to that Charge Request.

4.2 Publisher will maintain archive records of all transactions on the Prepayment Account for a period of six years and will provide Account Holder with a copy of any such records as soon as practicable on Account Holder's reasonable request made via the Dashboard.

#### **5. Security and Authorised Persons**

Account Holder must at all times keep Account Holder's Password secure and must not permit any person other than an Authorised Person to use or have access to Account Holder's Password. Account Holder must inform Publisher as soon as possible if Account Holder suspects that any person who is not an Authorised Person has obtained access to the Password and Publisher will invalidate that Password. Publisher reserves the right at any time to invalidate an account Username or Password if Publisher believes security may have been compromised. Any instruction, notice, acceptance or rejection of Charge Requests or other communications made by any person using the account Username with the correct and valid Password will be deemed to be authorised by Account Holder. Publisher will not seek to verify the IP address from which any Authorised Person accesses the Dashboard.

#### **6. Liability**

6.1 Publisher will use reasonable endeavours to ensure that the Dashboard can be accessed between the hours of 9am and 5pm on all Business Days while these Prepayment Account Terms remain in effect but Publisher will not be liable to Account Holder if for any reason Account Holder is unable to access the Dashboard at any time. [Publisher will use reasonable efforts to make the Dashboard available outside of the hours of 9am and 5 pm.

6.2 It is Account Holder's responsibility to satisfy itself that any (i) Authorised Person is authorised by Account Holder to access and use the Dashboard in accordance with the terms of these Prepayment Account Terms, and (ii) Corresponding Author requesting use of an APC Unit from Account Holder's Account is a Corresponding Author who Account Holder has agreed to fund. Publisher will not under any circumstances be responsible for verifying the identity of any Authorised Person or Corresponding Author or Referring Person or the genuineness of any Charge Request made by any Corresponding Author.

6.3 Subject to clause 6.4, Publisher will not be liable for any loss of profits, loss of goodwill or injury to reputation, loss of business opportunity or any indirect, consequential or special loss or damage, regardless of the form of action, whether in contract, strict liability or tort (including negligence); and Publisher's aggregate liability to Account Holder arising out of or in connection with these Prepayment Account Terms, including in respect of any breach of these Prepayment Account Terms, or any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Prepayment Account Terms will be limited to the amount of the deposits made by Consortium Agent in the 12 months prior to the event giving rise to the relevant liability.

6.4 Nothing in these Prepayment Account Terms shall limit or exclude Publisher's liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) loss or damages caused by Publisher's gross negligence or wilful misconduct; or
- (d) any matter for which Publisher's liability may not be limited or excluded by law.

**7. Warranties, Representations and Undertakings**

7.1 Account Holder warrants, represents and undertakes to Publisher that:

- (a) all deposits made by Consortium Agent will be of Account Holder's own funds, and that such deposits may be used by Publisher for the purposes contemplated by these Prepayment Account Terms;
- (b) all Authorised Persons are Account Holder's employees duly authorised by Account Holder, and all instructions, notices and other communications made by any Authorised Person under these Prepayment Account Terms are within the authority of that Authorised Person; and
- (c) Account Holder has notified each of the Authorised Persons that use of the Prepayment Account is subject to the terms and conditions of these Prepayment Account Terms.

**8. Data Protection**

8.1 Both parties shall (and shall procure that any of its employees involved in the operation of the Prepayment Account) comply with any notification requirements under the Data Protection Legislation, and both parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with these Prepayment Account Terms.

8.2 Notwithstanding the general obligation in clause 8.1, where either party is processing personal data as a data processor for the other, it shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Data Protection Legislation; and

- (a) shall provide the other with such information as the other may reasonably require to satisfy itself that it is complying with its obligations under the Data Protection Legislation;
- (b) promptly notify the other of any breach of the security measures required to be put in place pursuant to clause 8.2; and
- (c) ensure it does not knowingly or negligently do or omit to do anything which places the other in breach of the other's obligations under the Data Protection Legislation.

8.3 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

**9. Confidentiality**

9.1 Each Party ("Receiving Party") undertakes:

- (a) to keep Confidential Information secret and confidential and to respect the other party's ("Disclosing Party") rights in it;

- (b) to use Confidential Information exclusively for the purposes of these Prepayment Account Terms; and
  - (c) to disclose Confidential Information only to those of its officers and employees to whom and to the extent that such a disclosure is reasonably necessary for the purposes of these Prepayment Account Terms and then only subject to written terms of confidentiality in favour of the Receiving Party.
- 9.2 The provisions of clause 9.1 will not apply to Confidential Information that the Receiving Party can demonstrate by reasonable, written evidence:
- (a) was, prior to its receipt by the Receiving Party from the Disclosing Party, in the possession of the Receiving Party without an obligation of confidence; or
  - (b) is subsequently disclosed to the Receiving Party without any obligations of confidence by a third party who has not derived it directly or indirectly from the Disclosing Party; or
  - (c) is or becomes generally available to the public through no act or default of the Receiving Party or its agents, employees, Affiliates or licensees; or
  - (d) is independently developed by the Receiving Party without the aid, application, or use of Confidential Information of the Disclosing Party, as can be demonstrated by written records created at the time of that independent development.
- 9.3 The Receiving Party may disclose Confidential Information to the extent that it is required to disclose it by or to the courts of any competent jurisdiction, or to any government, regulatory agency or financial authority, provided that the Receiving Party must:
- (a) inform the Disclosing Party as soon as is reasonably practicable; and
  - (b) at the Disclosing Party's request seek to persuade the court, agency or authority to have the Confidential Information treated in a confidential manner, where this is possible under the court, agency or authority's procedure.
- 9.4 The Receiving Party must procure that all of its officers and employees who could have access to any Confidential Information to which Clause 9.1 applies must be made aware of and subject to these obligations.

## **10. Ethical Conduct**

- 10.1 The Account Holder represents and warrants that Account Holder shall not act, or omit to act, in such a way as to give rise to a breach by Account Holder, or any of Account Holder's Affiliates, of any applicable law related to bribery, corruption or any related matter including, without limitation, the laws of the United States and the laws of England and Wales.
- 10.2 Account Holder represents and warrants that Account Holder shall not offer, promise, pay, give or authorise (tacitly or otherwise) any financial or other advantage, on behalf of Publisher:
- (a) to any person in order to induce that person improperly to perform a function or activity in connection with a business or organization, a person's employment, or a public function; or
  - (b) to any Official to influence that Official in connection with obtaining business or a business advantage for any of Publisher or its Affiliates.
- 10.3 Account Holder and Account Holder's Affiliates shall maintain adequate procedures designed to



prevent any persons who perform services for Account Holder or them or on Account Holder's or their behalf from undertaking the activities described above to obtain or retain business or a business advantage for Account Holder or them.

- 10.4 Account Holder shall promptly report any apparent breach of clauses 10.1 or 10.2 to Publisher.
- 10.5 Account Holder shall co-operate with Publisher and/or any regulatory or public authorities in relation to any alleged investigation in respect of matters relating to activities carried out under these Terms.
- 10.6 Publisher shall have the right to terminate these Prepayment Account Terms on no notice, without liability, for breach of clauses 10.1 or 10.2.
- 10.7 In this clause "Official" includes any: (a) official or employee of any government or instrumentality of government, including any government-controlled commercial enterprise; (b) political party or party official; and (c) any candidate for political office.
- 10.8 Account Holder shall
- (a) maintain accurate and complete records of all expenditures related to performance of these Prepayment Account Terms and make such records available to Publisher, Publisher's advisors, auditors and any regulatory or public authorities on reasonable notice;
  - (b) answer, in reasonable detail, any written or oral inquiry from Publisher related to Account Holder's compliance with this clause 10.

## **11. Termination**

- 11.1 Publisher may terminate these Prepayment Account Terms by written notice to Account Holder in the following circumstances:
- (a) if Publisher at any time at Publisher's entire discretion ceases to offer the Publisher Open Access Prepayment Account;
  - (b) if the Prepayment Account remains deactivated for a continuous period of two years or more;
  - (c) if Account Holder breaches any term of these Prepayment Account Terms and, if the breach is capable of remedy, Account Holder fails to remedy the breach within 21 days after receiving a written notice from Publisher providing details of the breach and requiring its remedy; and
  - (d) if the Consortium Agreement terminates.
- 11.2 The following clauses will survive termination of these Prepayment Account Terms 4, 6, 7, 8, 9, and 10.

## **12. Force Majeure**

- 12.1 Publisher will not be in breach of these Prepayment Account Terms nor liable for delay in performing, or failure to perform, any of Publisher's obligations under these Prepayment Account Terms if such delay or failure results from events, circumstances or causes beyond Publisher's reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed, provided that if the period of delay or non-performance continues for a period exceeding 3 months, Account Holder may terminate these Prepayment Account Terms by giving

at least 30 days' written notice to Publisher.

**13. General**

- 13.1 All notices and other communications by Account Holder in relation to the Prepayment Account or these Prepayment Account Terms, other than those that may be made via the Dashboard in accordance with these Prepayment Account Terms, should be addressed to the Customer Representative at Publisher and sent by email or by post to the email address notified to Account Holder's or Publisher's postal address given in these Prepayment Account Terms or as otherwise notified in writing to Account Holder. Any notices and other communications by Publisher to Account Holder must be addressed to Account Holder's contact person set out in Part A (or such other person as Account Holder may notify to Publisher in writing) and must be sent by email or post to the email or postal address set out in Part A.
- 13.2 Publisher reserves the right to vary these Prepayment Account Terms or any of its terms at any time by written notice to Account Holder. No variation will take effect until a period of at least 30 days after receipt by Account Holder of notice of the variation.
- 13.3 If any provision of these Prepayment Account Terms (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 13.4 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 13.5 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under these Prepayment Account Terms are not subject to the consent of any person that is not a party to these Prepayment Account Terms. No term of these Prepayment Account Terms is intended to confer a benefit on, or be enforceable by, any person who is not a party to these Prepayment Account Terms (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).
- 13.6 Any waiver of any right under these Prepayment Account Terms is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 13.7 No failure to exercise or delay in exercising any right or remedy provided under these Prepayment Account Terms or by law constitutes a waiver of such right or remedy, nor shall it prevent or restrict any future exercise or enforcement of such right or remedy.
- 13.8 No single or partial exercise of any right or remedy under these Prepayment Account Terms shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.9 Nothing in these Prepayment Account Terms will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between either of the parties or as authorising either party to act as agent for the other. Neither party will have authority to make representations for, act in the name or on behalf of or otherwise bind the other party in any way.
- 13.10 These Prepayment Account Terms and the documents referred to in them constitute the whole agreement and understanding of the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of these Prepayment Account Terms.
- 13.11 Each party acknowledges that, in entering into these Prepayment Account Terms it does not rely on any statement, representation, assurance or warranty of any person (whether a party to these Prepayment Account Terms or not) other than as expressly set out in these Prepayment Account Terms.

- 13.12 These Prepayment Account Terms are personal to Account Holder and Account Holder may not assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of Account Holder's rights and obligations under these Prepayment Account Terms without Publisher's prior written consent.

**14. Governing Law and Jurisdiction**

- 14.1 These Prepayment Account Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 14.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Prepayment Account Terms or its subject matter or formation (including non-contractual disputes or claims).