



Driving innovation together

Publish and Read Agreement
SURF and Georg Thieme Verlag KG
2022 - 2024



PUBLISH AND READ AGREEMENT

The undersigned:

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

and

Georg Thieme Verlag KG, with its registered office at Rüdigerstr. 14, Stuttgart, Germany, duly represented in this by its Senior Executive Vice President Marketing and Sales, [REDACTED] referred to hereinafter as "**Publisher**";

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

Whereas:

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

Declare that they have agreed as follows:

Definitions

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

Article 1 Subject and Term

- 1.1 Publisher hereby grants SURF the right, in accordance with the provisions of the Agreement, to provide Intermediary Services within the Market Area regarding the Licensed Material.
- 1.2 Publisher makes the Licensed Material available through either Surfconext and/or via IP ranges for Institutions not yet connected to Surfconext. For the latter variant SURF delivers the IP ranges of Institutions to Publisher.
- 1.3 This Agreement is entered into for a period of three (3) years, commencing on January 1st 2022 and consequently ending on December 31st 2024, unless terminated prematurely as provided for in [Article 12](#).

Article 2 Performance Publisher

- 2.1 At the request of SURF, Publisher shall provide access to Licensed Material in such a way that the Rights of Use can be exercised by Institutions.
- 2.2 Publisher shall use reasonable efforts and allocate and use sufficient resources (including servers and communications and network equipment) to provide access to the Licensed Material in accordance with the terms of the Licence Agreement in Schedule C.
- 2.3 Publisher shall provide customer support services to SURF by e-mail or by phone. This includes answering e-mail queries about the use, functionality and content of the Licensed Material within 24 hours.
- 2.4 Publisher shall allow Submitting Authors to publish their articles as provided for in the Licence Agreement.
- 2.5 Publisher shall comply fully with the Publisher commitments as provided for under each Licence Agreement.

Article 3 Performance SURF

- 3.1 SURF shall act as an intermediary in respect of the conclusion of Licence Agreements between Institutions and Publisher within the Market Area. The intermediary services include arrangements of SURF with Publishers regarding discounts, prices for Rights of Use, provision of open access, licence administration and remittance of payments or debiting of payments for Institutions. In all its actions vis-à-vis Institutions (including potential Institutions), SURF shall at all times make clear that it is acting as an independent party. SURF shall not do or say anything that may create the impression that SURF's authority to act as intermediary extends any further than specified in this Agreement.
- 3.2 SURF shall use reasonable efforts to have the Licence Agreements concluded by the Institutions for the Licensed Material, types of Licence Agreements, and Licence Fees as specified in Schedule B.
- 3.3 SURF shall not be permitted to actively recruit outside the Market Area. Within the Market Area, the Intermediary Services shall be restricted to the Institutions.
- 3.4 SURF shall not be permitted to extend the number of categories of Institutions listed in Schedule A without the prior written consent of Publisher. Publisher shall not refuse its consent on unreasonable grounds.
- 3.5 SURF shall not make any statements regarding the functioning or other aspects of the Licensed Material that might be misleading or that SURF knows, or should know, cannot be fulfilled. SURF shall indemnify Publisher for any claims for damages asserted by Institutions, its Authorised

Users (including potential Institutions and their Authorised Users) on the basis of statements or actions on the part of SURF as provided for above.

- 3.6 SURF shall immediately notify Publisher of any deficiencies in the functioning of the Licensed Material and/or of any complaints made by Institutions.
- 3.7 To ensure that Publisher grants Rights of Use and the Institution honors the Rights of Use that are granted, SURF shall provide the Institution, digitally, with a Licence Agreement to be signed by the Institution. SURF shall endeavor that the signature of the Institution is set by a representative of the Institution who is authorized to sign.
- 3.8 SURF will ensure that by concluding the Licence Agreement digitally, the Agreement has the same validity as when concluded with a written signature by the Institution.

Article 4 Contract Management Process

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

Article 5 Limitation of Liability

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

Article 6 Intellectual Property Rights

- 6.1 SURF shall be entitled to make use of Publisher's trademarks, trade names, and other indications of origin to identify the Licensed Material in the context of its Intermediary Services pursuant to the Agreement.
- 6.2 The intellectual property rights in respect of the Licensed Material shall be vested in Publisher. This Agreement does not assign or transfer any right, title or interest in these intellectual property rights to SURF. Publisher warrants that all intellectual property rights in the Licensed Material are owned by or validly licensed to Publisher and that the use of the Licensed Material by SURF will not infringe any intellectual property right. Publisher indemnifies SURF against all liabilities, costs, damages and losses suffered or incurred by SURF arising out of or in connection with any claim by or action brought by any third party that the access and permitted use by SURF in accordance with this Agreement infringes the intellectual property rights of that third party.

- 6.3 In relation to any claim made or action brought to which Clause 6.2 applies, SURF shall:
- 6.3.1 promptly give the Publisher written notice;
 - 6.3.2 give the Publisher immediate and complete control of the defence and settlement of such claim provided that the Publisher gives SURF reasonable security in respect of any liability SURF may have in respect of such claim or action and any indemnity to which SURF may be entitled under Clause 6.2; and
 - 6.3.3 give the Publisher all reasonable assistance with the defence and settlement of such claim.
- 6.4 The indemnity in Clause 6.2 will not apply to the extent that the relevant claim or action arises as a result of any change, alteration or amendment in any way to any Material by SURF.
- 6.5 SURF warrants to the Publisher that it shall use reasonable efforts to make any and all Institutions aware of their obligation to use such measures in accordance with industry standards or above to prevent illegal activities such as but not limited to password sharing as detailed in Schedule C.
- 6.6 Parties shall not register one another's trademarks, trade names, or other indications of origin or any other marks or symbols similar to them.
- 6.7 SURF shall inform Publisher without delay of any infringement of Publisher's trademarks or other intellectual property rights of Publisher due to the use of the Licensed Material, which comes to the attention of SURF. In this connection, SURF shall render all reasonable co-operation to Publisher with regard to rectifying such infringements.
- 6.8 SURF's right to make use of Publisher's trademarks, trade names, or other indications of origin shall terminate by operation of law when this Agreement is terminated or dissolved, for whatever reason.
- 6.9 SURF shall be entitled to refer to itself in respect of the Licensed Material as an authorised intermediary of Publisher.
- 6.10 SURF shall endeavor that Institutions observe the obligations imposed on them by the provisions of the Licence Agreement. Should it appear that an Institution does not comply with some or all of the obligations specified in this Licence Agreement, SURF shall immediately inform Publisher, after which Publisher may take measures itself. SURF shall render all necessary assistance in this respect.

Article 7 Licensed Material, Licence Models and Licence Fees

- 7.1 SURF shall provide the Intermediary Services regarding allocation of Rights of Use. Schedule B gives a detailed specification of the licence models and licence fees that are applicable pursuant to the Agreement.
- 7.2 SURF is entitled to calculate the Institution a percentage mark on top of the Licence Fee(s) mentioned in [Schedule B Description of Licensed Material](#) in order to reimburse the costs for the provision of Intermediary Services for the benefit of the Institution.

Article 8 Open Access Publishing

- 8.1 SURF shall make arrangements with Publisher regarding provision of Open Access. These arrangements concluded between the Institutions and Publisher are set out in Schedule C - Licence Agreement.

- 8.2 Publisher shall deliver a full report of all articles (Open Access and otherwise) published by the Institutions over the period 1 January until 30 June and 1 July until 31 December. The report gives an overview of the name of the Submitting Author; Institution; article title; DOI; clickable DOI; journal title; eISSN; print ISSN; OA licence applied; date first published online; journal APC;. The report shall be delivered within 4 weeks after the end of the 6 month periods. The report shall be sent to SURF or to an appointed Contact Person of the Institutions.
- 8.3 When setting up the workflow for Open Access, Publisher will consult with dedicated library staff. Parties shall agree to and evaluate relevant workflows and tools with regard to Open Access publishing regularly.
- 8.4 If, at the end of the Term a renewal agreement has not been finalized, the Publisher agrees to continue the open access publishing workflow for Eligible Articles for a grace period of three months. If, at the end of the grace period a new agreement has not been reached, SURF will be invoiced for published open access articles at a rate equal to numbers of articles x prevailing Publisher's Article Publishing Charge.

Article 9 Reporting and Invoicing

- 9.1 Publisher will submit the invoice for the Rights of Use and for the Rights to Publish granted by Publisher to the Institution only to SURF for payment.

SURF will provide a written report (orders) to Publisher before the fifteenth day of the following calendar month on the Licence Agreements concluded in the preceding month, together with all other information that may be relevant to Publisher.
- 9.2 Invoices will be submitted no earlier than two months before the start of the period charged. Unless agreed otherwise, invoices will not charge for periods longer than one year.
- 9.3 SURF will effectuate payment to Publisher of the amount of the invoice referred to in sub clause 1 of the present clause within 60 days of receiving the invoice. When paying an invoice, SURF will not be entitled to invoke any discount, deduction, compensation, or postponement whatsoever other than as provided for in this Agreement. SURF will be allowed to pay in instalments.
- 9.4 Publisher will deliver Counter Compliant usage statistics to SURF in its role as consortium administrator, at the request of SURF.
- 9.5 Publisher will support and allow the systematic harvesting of usage statistics through the SUSHI protocol (<https://www.niso.org/standards-committees/sushi>).

Article 10 Delivery of Licensed Material

- 10.1 Upon the Institution having signed the Licence Agreement, Publisher shall provide the Institution with access to the Licensed Material in accordance with the provisions set forth in [Schedule C](#).
- 10.2 SURF shall have complimentary access to the Licensed Material for the purpose of providing information to the Institutions.

Article 11 Guarantee

- 11.1 Publisher shall guarantee that its performance shall continue to comply with the agreed conditions and qualifications as recorded in this Agreement and with the quality requirements and standards that are customary in the particular professional sector.

- 11.2 Publisher shall guarantee that its performance on the basis of this Agreement shall be executed in a professional and uninterrupted manner.
- 11.3 Without prejudice to Clause 6.2, neither party shall have any liability under or be deemed to be in breach of this Agreement for any failure to perform any term or condition of this Agreement which results from circumstances beyond the reasonable control of such party, including war, strikes, flood, governmental restrictions, power failures.
- 11.3.1 Each party shall promptly notify the other party in writing of any Force Majeure Event which is causing delay or failure in performance of such party's obligations under this Agreement, or will or is likely to do so, including the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement, and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 11.3.2 Provided it has complied with Clause 11.3.1, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 11.3.3 If a Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 60 (sixty) days, the party not affected by the Force Majeure Event may terminate this Agreement by giving 14 days' written notice to the Affected Party.

Article 12 Premature Termination or Dissolution

- 12.1 Premature termination of this Agreement by either Party shall be possible – with immediate effect, without judicial intervention, and without any obligation to pay damages – in the following circumstances:
- The other Party, including but not restricted to no longer being able to give access to the Licensed Material through Publisher losing the right to allocate Rights of Use, which breach is irremediable or, if such breach is remediable, fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
 - The other Party has submitted an application for a suspension of payments;
 - Insolvency of either Party.
- 12.2 The following obligations - intellectual property, liability, applicable law, competent court - shall continue for two years after the termination or dissolution of this Agreement. For the avoidance of doubt, termination of any Licence Agreement does not terminate this Agreement.

Article 13 Indivisibility of the Agreement

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

The following Schedules form an inseparable part of this Agreement:

Agreement

Schedule A: Categories of Institutions;

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

Schedule C: Model Licence Agreement with Schedules.

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

Article 14 General

- 14.1 Any general terms and conditions of delivery and any other general or particular terms and conditions applied by Publisher shall not apply and are hereby expressly rejected.
- 14.2 Except as permitted under this Agreement, neither this Agreement nor any rights and obligations under it may be sub-contracted, assigned or novated by either party without obtaining the prior written consent of the other party.
- 14.3 All notifications made by Parties to one another pursuant to this Agreement shall be made in writing or by e-mail. Oral statements, undertakings, or arrangements shall have no legal effect unless confirmed in writing or by e-mail.

- 14.4 Any notice to a Party under or in connection with this Agreement shall be delivered to the following addresses:

if to the Publisher:

Georg Thieme Verlag KG

Institutional Sales

Rüdigerstr. 14

70469 Stuttgart, Germany

if to SURF:

SURF B.V.

Moreelsepark 48

3511 EP Utrecht, The Netherlands

- 14.5 Nothing in this Agreement shall be construed to create any relationship of partnership, agency or employment between any of the Parties.
- 14.6 If any dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("Dispute"), the Parties shall attempt to settle it by negotiation. To this end they shall use their respective reasonable endeavours to consult or negotiate with each other in good faith, and recognising their mutual interests, attempt to reach a just and equitable settlement satisfactory to both Parties. Negotiations shall be conducted between the Managing Director (or equivalent position) of the Publisher, or its nominated representative, and the Director of SURF, or its nominated representative.
- 14.7 If the Dispute cannot be resolved by the Parties the Parties agree that its adjudication shall be subject to and within the jurisdiction of the competent court in Utrecht, The Netherlands.
- 14.8 A dispute shall be deemed to exist if one of the Parties notifies the other Party to that effect by registered mail.
- 14.9 The provisions and conditions contained in the Agreement and the Schedules shall specify the entire Agreement between the Parties and shall set aside all previous agreements, whether oral or written, made between the Parties.

Amendments to the Agreement and/or to the Schedules and/or additions thereto shall only become legally effective and binding for the Parties when they have been agreed between the



Parties in the form of a schedule to be attached to the Agreement, either in writing or electronically.

14.10 This Agreement shall be subject to Dutch law.

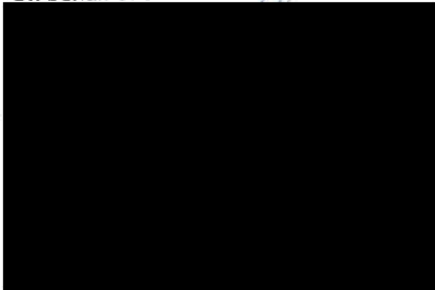
Signing

Thus agreed and signed,

At Utrecht, The Netherlands
On November 17, 2021

At Stuttgart, Germany
On 16.12.21, 2021

On behalf of SURF B.V.



On behalf of Georg Thieme Verlag KG



At Stuttgart, Germany

On 03/12/21, 2021

On behalf of Georg Thieme Verlag KG



- [Schedule A Categories of Institutions](#)
- [Schedule B Description of Licensed Material](#)
- [Schedule C Model Licence Agreement](#)



Schedule A Categories of Institutions

Market Area Kingdom of the Netherlands:

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

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



Schedule B Description of Licensed Material

(amounts exclusive of VAT)

Licensed Material	Category	Licence Fee
Thieme e-journal package	Universities	2022: € 219.408,- 2023: € 222.012,- 2024: € 224.667,-

Explanation of Types of Licence Agreement and Licence Fees

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

Conditions

1. The Thieme journal SURF journal package comprises access rights for all journals in schedule C-b and publishing rights for all journals in schedule C-c;
2. The licence year for this agreement is set to start on January 1st and expires December 31st;
3. Prices are in Euro, exclusive of VAT.



Schedule C Model Licence Agreement

The undersigned:

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

and

Georg Thieme Verlag KG, with its registered office at Rüdigerstr. 14, 70469 Stuttgart, Germany, duly represented in this matter by its undersigning representatives, referred to hereinafter as “**Publisher**”;

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

Whereas:

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

Declare that they have agreed as follows:

Definitions

Definition	Description
Agreement	This Agreement for Intermediary Services Content and its associated Schedules.
Authorised User	A person appointed or employed or formerly employed and retired by the Institution or otherwise authorised in the context of the Institution's operations, as well as a student, external student, course participant registered with the Institution, who is authorised by the Institution pursuant to the License Model concluded by the Institution to acquire Rights of Use in respect of the Licensed Material. Authorised User also includes a third party solely within the premises of the Institutions.
Contact Person	The employee of the Institution appointed by the Institution who will maintain contact with SURF in respect of the Agreement.
Course Packs	A multi-source collection or compilation of information (e.g. book chapters, journal articles, abstracts, multi-media materials) assembled by members of staff of the Institution for use by students for the purpose of training, education and instruction, either in printed, electronic or non-print perceptible (audio or braille) form.
Documentation	The description of the Licensed Material.
Eligible Authors	Teaching and research staff employed by or otherwise accredited to one of the Institutions as well as students enrolled or accredited to one of the Institutions and who want to publish Open Access Articles.
Hybrid Journals	Subscription journals in which some of the articles are open access.
Institutions	The educational and research institutions and institutions equivalent to those that are specified, according to category, in Schedule A.
Intermediary Services	The services to be supplied by SURF, in accordance with the Agreement relating to the conclusion of Licence Agreements, between the Institutions and Publisher.
Licence Agreement	The agreement regarding the Right of Use and/or the Rights to Publish in respect of the Licensed Material that is concluded between Publisher and the Institution via SURF as intermediary. The Licence Agreement is included as Schedule C.
Licence Fee	The charge(s) payable for the Licensed Material as agreed by Parties and which are specified in Schedule B and Schedule C-a.
Licensed Material	The material specified in Schedule B and Schedule C-a of which the Institution can acquire Rights of Use via SURF as intermediary by means of a License Agreement.
Media	The media on which the Licensed Material is recorded.
Open Access	Online research output that is free of all restrictions on access.
Personal Data	Personal data processed by Publisher on behalf of the Institutions regarding Authorised Users and employees/students of Institutions, as defined in the General Data Protection Regulation.
Rights of Use	The rights granted to an Institution by Publisher to use Licensed Material and the Media for a specified period and for an explicitly specified target group of Authorised Users.
Rights to Publish	The rights granted to Eligible Authors of an Institution by Publisher to publish articles in Open Access in the journals of Publisher.
Schedules	Appendices to the Agreement which form part of this Agreement. The Schedules set forth the conditions referred to in this Agreement.
Submitting Author	The author who is responsible for the submission of an article and who functions as a contact person for the Publisher.

Article 1 Subject of the Licence Agreement

- 1.1 The Publisher hereby grants to the Institution, subject to and in accordance with the terms of the Licence Agreement, the Rights of Use as well as the Rights to Publish regarding the Licensed Material.
- 1.2 Authorised Users at the Institution shall acquire the Rights of Use regarding the Licensed Material in accordance with the provisions of the Licence Agreement if the use made of the Licensed Material takes place in the interest of the educational activities and/or research carried out by the Institution. Use of the Licensed Material shall be permitted solely for non-commercial purposes. Use of the Licensed Material is not subject to any restrictions regarding the number of (simultaneous) Authorised Users.
- 1.3 In the context of use of the Licensed Material, the Institution shall be entitled to use an introductory screen displaying its own logo or the logo of its library when giving access to the Licensed Material.
- 1.4 Unless specified otherwise by the Institution, the Licence Agreement shall take effect on the date it is signed. The text of the signed Agreement shall be made available to the Institution in such a way that the Licence Agreement can be stored by the Institution on a durable medium.
- 1.5 Without prejudice to the provisions set out in [Article 13](#), the Licence Agreement shall terminate on 31st December 2024 or on the date of termination of the Agreement referred to in the preamble to the Licence Agreement.
- 1.6 The Publisher hereby grants to the Institution, subject to and in accordance with the terms of the Licence Agreement, a non-exclusive licence for the metadata associated with the Licensed Material for use in local library catalogues, union catalogues, and such other library and information systems including but not limited to search machines of the Institution and third parties. The use of metadata by commercial search machines does not constitute commercial use as long as that metadata is not sold, lent, distributed or otherwise re-licensed via that search machine or the access to that metadata on that search machine is exclusively being charged for.

Article 2 Intellectual Property Rights

- 2.1 The intellectual property rights in respect of the Licensed Material and Documentation shall be vested in Publisher.
- 2.2 The Licensed Material shall remain the property of Publisher or the relevant third party if Publisher is not the owner and the Media to the Licensed Material shall only be provided to the Institution with the intellectual property rights accruing to Publisher in respect of the Licensed Material and said Media and Documentation being retained. The Institution acknowledges that this Licence does not assign or transfer to the Institution any right, title or interest in such intellectual property rights except for the right to access and use the Licensed Material in accordance with the terms and conditions of this License Agreement.
- 2.3 The Institution shall use its best efforts to protect said intellectual property rights in all places where the Institution provides access to the Licensed Material, including any internet-based network or domain. Duty of care as under this Licence includes maintaining an appropriate standard of confidentiality. In making the above mentioned Licensed Material available to Authorised Users, the Institution shall use its best efforts to ensure that said Authorised Users do not infringe the intellectual property rights in respect of said items.

The Institution shall use reasonable efforts to make Authorised Users aware that they may not divulge, copy, release, sell, or loan any confidential information except as properly authorised by the Publisher. Such information includes but is not limited to any password assigned to Authorised Users in the course of a registration process to access the Publisher's online systems. The Institution shall, upon gaining knowledge of alleged rights infringements or at the Publisher's reasonable request, investigate alleged cases of misuse or infringement within the terms of this Licence, including but not limited to sharing of user credentials with non-Authorised Users or any other case of facilitating access to Publisher's server for non-Authorised Users. The Institution shall report to the Publisher providing as much information about the breach of security and unauthorised access as possible and respond to such cases by taking appropriate measures within 10 Working Days of receiving notice from the Publisher to terminate said misuse or infringement. In the case of the Institution's failure to respond to such incidents the Publisher shall be entitled to block the misappropriated IP addresses from access to the digitized online edition of the Licensed Material.

- 2.4 The Publisher hereby acknowledges that any copyright and database rights arising from any computational analysis (including any text mining/data mining) of the Licensed Material referred to in Clause 5.1.11 shall, as between the Institution and Authorised User on the one hand, and the Publisher (and any licensor of the Publisher or other rights holder in the Licensed Materials), on the other, be the property of the relevant Authorised Users or the Institution, as the case may be.
- 2.5 Publisher warrants that the use of the Licensed Material by Institutions shall not infringe any intellectual property rights. Publisher indemnifies Institution against all liabilities, costs, damages and losses in respect of infringement by the Licensed Material of any intellectual property rights of third parties.

Article 3 Licensed Material, Licence Models and Licence Fees

- 3.1 On signing this Licence Agreement, the Institution shall indicate which of the Licensed Material, Licence Models and Licence Fees specified in Schedule C-a it will use. For this purpose, the Institution shall use the digital services provided by SURF.
- 3.2 In case a Licence Fee is based on number of students or staff, these numbers shall be based on the most recently available official external figures provided by the Institutions to SURF (in the form of annual accounts approved by the auditors or auditor's statement).

Article 4 Support

- 4.1 Publisher shall provide customer support services to the Contact Person of the Institution by e-mail or over the phone. This includes answering e-mail queries about the use, functionality and content of the Licensed Material within 24 hours.
- 4.2 Publisher shall provide the Institution with support to enable Authorised Users to make optimum use of the Licensed Material.
- 4.3 The support provided by Publisher shall consist of:
- a helpdesk accessible during office hours;
 - an annual course dealing with use of the Licensed Material for the Contact Person appointed by each Institution;
 - (optional) an annual course dealing with use of the Licensed Material for groups of Authorised Users;
 - (optional) instruction material;

- (optional) promotion material.

Article 5 Rights of Use

- 5.1 Publisher grants the Institution and its Authorised Users the following Rights of Use:
- 5.1.1 searching, loading, calling up on screen, consulting the Licensed Material and/or causing the Licensed Material to function;
 - 5.1.2 copying of parts of the Licensed Material to the Authorised User's hard disk and printing parts of the Licensed Material;
 - 5.1.3 transferring parts of the Licensed Material to a text file and integrating this wholly or partly into electronic databases belonging to the Authorised User, or merging it with such electronic databases;
 - 5.1.4 inclusion, without being required to make any further fair payment, of parts of the Licensed Material in electronic or paper publications created as information to assist in educational activities;
 - 5.1.5 the inclusion of links to the Licensed Material;
 - 5.1.6 the use of parts of the Licensed Material in printed and/or electronic form in the context of interlibrary loans;
 - 5.1.7 inclusion and making available of those parts of the Licensed Material that were produced by employees working for the Institution in the institutional repository and on the personal web pages of the employee concerned;
 - 5.1.8 downloading and printing out parts of the Licensed Materials free of charge in Course Packs by members of staff in connection with courses for academic credit and distribute these to the students of the Institution;
 - 5.1.9 incorporating links to the Licensed Materials as well as parts of the Licensed Materials in Course Packs in connection with courses for academic credit free of charge by members of staff to be distributed or made available to the students of the Institution via Virtual Learning Environments or within an e-mail communication;
 - 5.1.10 offering Course Packs in audio or braille to students who are in the reasonable opinion of the Institution visually impaired;
 - 5.1.11 the parts of the Licensed Materials used in Course Packs shall carry appropriate acknowledgement of the source, title, author and Publisher;
 - 5.1.12 to download and make copies of the whole or any parts of the Licensed Material for the purposes of, and to perform and engage in computational analysis (including text and data mining, provided the purpose is non-commercial research) using the Licensed Material for the purpose of research and other educational purposes, and to permit Authorised Users to distribute and display the results and otherwise use them (publicly or otherwise). For the avoidance of doubt, this License does not include the right to display, make available, share or distribute otherwise entire copyrighted items such as, book chapters, full-text articles unless this is explicitly permitted by law. Copies of Licensed Material made under this clause shall be deleted promptly after the computational analysis has been completed. Authorised Users are required
 - to limit downloads to a reasonable rate which does not impose an undue burden on Publisher's systems and servers. A rate of up to 1 request per second shall be considered to be a reasonable rate; and

- to use reasonable measures to protect the security of downloaded content, store content on a secure internal server without access for third parties and only for the duration of the TDM project.
- 5.2 Except where this Agreement or the respective Licence with the Institution provides otherwise, the Institution shall not, and shall not grant an Authorised User the right to:
- sell, resell, or sub-license the Licensed Material, in whole or in part, unless the Publisher has given permission in writing to do so;
 - remove, obscure or alter copyright notices, acknowledgements or other means of identification, or disclaimers, other than metadata;
 - alter or adapt the Licensed Material (other than metadata), including any alteration of the words of Licensed Content or their order, except to the extent necessary to make it perceptible on a computer screen or as part of text and data mining;
 - display or distribute any part of the Licensed Material (other than Metadata) on any electronic network, including the internet, other than on a Secure Network;
 - make any Commercial Use of the Licensed Material (in whole or in part);
 - use the Licensed Material (in whole or in part) other than for research or educational purposes;
 - provide access to and/or permit use of the Licensed Content by anyone, or transmit any part of the Licensed Material (other than metadata) by any means to anyone, other than an Authorised User.
- 5.3 Publisher acknowledges and agrees that it shall not require Authorised Users to enter into any end user Licence Agreement or other terms in connection with their use of the Licensed Material or otherwise impose any restrictions on an Authorised User's use of the Licensed Material other than provided in the Licence Agreement.
- 5.4 The Publisher shall not, and shall not seek to, collect Personal Data in relation to any Authorised User other than as is reasonably and properly required for the administration of the Licence Agreement and shall fully comply with its obligations under the applicable data protection laws in relation to the collection, use and retention, and any other processing of any such Personal Data.
- 5.5 The provisions of this Licence Agreement are without limitation to the rights of the Institution or Authorised Users to perform any act permitted under the Dutch Copyright Law (Auteurswet), or permitted under any CC-BY or other Open Access licence applicable to the Licensed Material or otherwise which, apart from the rights granted under this Licence Agreement, would not infringe the intellectual property rights in the Licensed Material and, notwithstanding any provision of this Licence Agreement, the Institution and Authorised Users shall remain entitled to perform any such acts.

Article 6 Responsibilities of the Institution

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

Article 7 Responsibilities of the Publisher

- 7.1 Publisher shall be responsible and accountable for the quality of access and availability of the Licensed Material. Publisher guarantees that the Licensed Material shall be available for consultation 24 hours a day, seven (7) days a week.
- 7.2 Publisher shall be responsible and accountable for the publishing in Open Access of all articles submitted by Eligible Authors and subsequently accepted for publication by Publisher, in the journals as specified in Schedule C-c.
- 7.3 Publisher may temporarily suspend access to the Licensed Material without announcing this in advance if repair work is necessary as a result of an emergency that has occurred. Publisher shall immediately inform the Institution as well as SURF of this event, giving the reasons. If the said repair work takes longer than 24 hours, the Institution shall be entitled to monetary reimbursement of a proportionate amount of the total License Fee. However, this provision for entitlement to monetary reimbursement shall not apply in the case of a Force Majeure Event as under Article 11 of this License Agreement.
- 7.4 Maintenance of the service shall take place outside office hours and during weekends. If announced in good time, availability may be restricted for periodic maintenance for a predetermined period of no longer than 24 hours. Should it be expected, in exceptional cases, that that period will be exceeded, consultation shall take place with the Institution and SURF at least five (5) business days beforehand regarding the reason(s) and the expected duration of the period during which there will be no access.
- 7.5 The Publisher reserves the right at any time to withdraw from the Licensed Material any item or part of an item for which it no longer retains the right to publish or any item or part of an item for which the Publisher has reasonable grounds to believe it infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Publisher shall give written notice to the Institution of such withdrawal. If the withdrawn material represents more than five per cent (5%) of the Licensed Material the Publisher shall make a pro rata refund of part of the Licence Fee to the Institution, taking into account the amount of material withdrawn and the remaining term of the Licence Agreement.
- 7.6 Publisher undertakes to provide the Institutions with statistics on usage, free of charge, according to the standards of Project Counter (<http://www.projectcounter.org>).
- 7.7 Publisher shall support and allow the systematic harvesting of usage statistics through the SUSHI protocol (<https://www.niso.org/standards-committees/sushi>).
- 7.8 Publisher agrees to use all best efforts to comply with the Code of Practice of Project Transfer relating to the transfer of titles between publishers (<https://www.niso.org/standards-committees/transfer>).
- 7.9 Publisher shall provide link-resolver vendors and other library systems suppliers quarterly with full details of the Licensed Material in accordance with the most current KBART standard (<http://www.uksg.org/kbart/s5/guidelines>); and also with related data of (i) the first and final year, volume, and issue and (ii) the algorithm or syntax for constructing an article-level link from an article's metadata within the Licensed Material.
- 7.10 The Publisher agrees to inform SURF and the Institutions once a year of the dark archives (e.g. Portico, LOCKSS, CLOCKSS) that the Publisher uses for the deposit of its content in the event of a force majeure or if the Publisher ceases to exist.
- 7.11 The Publisher agrees to use all best efforts to comply with the Open URL Standard (<http://www.niso.org/publications/ansiniso-z3988-2004-r2010-openurl-framework-context-sensitive-services>).

- 7.12 The Publisher agrees to use all best efforts to comply with the W3C Standard (<http://www.w3.org/WAI/Resources/?#in>).
- 7.13 Publisher agrees to use all best efforts to make the content available for reading on mobile devices, according to the standards of W3C (<https://www.w3.org/2011/02/mobile-web-app-state.html>).
- 7.14 Publisher shall use all reasonable efforts to provide relevant information to third party discovery tools (such as Scopus, Summon), in accordance with NISO recommendations (https://groups.niso.org/apps/group_public/download.php/14820/rp-19-2014_ODI.pdf).
- 7.15 Publisher shall use all reasonable endeavours to implement the FAIR Guiding Principles for scientific data management and stewardship (<https://www.force11.org/fairprinciples>).
- 7.16 Publisher shall use best endeavours to conform to all the Plan S technical guidance and requirements. (<https://www.coalition-s.org/principles-and-implementation/>).

Article 8 Open Access Publishing

- 8.1 Publisher will publish in Open Access any article submitted by an Eligible Author and accepted by Publisher for publication, for journals specified in [Schedule C-c](#), at no direct costs to the author or the Institution. Eligibility is based on the moment of submitting, also if eligibility is checked (again) during the acceptance process.
- 8.2 Eligible Authors will be identified by Publisher.
- 8.3 Eligible Authors can be identified through at least one of the following parameters:
- Institutional e-mail domain;
 - persistent identifier, such as ORCID or other recognized institutional identifier as provided by the Eligible Author and published in the Article Metadata.
- If the identification was not successful, Publisher will contact relevant library staff at the Institution.
- 8.4 The Publisher will clearly indicate the availability of this Agreement to Eligible Authors both within its submitting process and on its website. This will make clear that Eligible Authors do not need to pay Article Processing Charges ("APC") for Open Access Articles.
- 8.5 Any article by an Eligible Author that has been published under a standard licence will be published in Open Access retroactively as from the start date of this Licence Agreement, for the journals specified in [Schedule C-c](#).
- 8.6 Eligible Authors retain copyright to their publications and only grants to the Publisher non-exclusive Rights to Publish the article. All publications must be published under a Creative Commons Attribution license (CC-BY), that is compliant with the funder. Third-party content included in a publication, for example images or graphics, should be clearly labelled and are not affected by these requirements.
- 8.7 Hybrid Journals that are being changed to Full Open Access journals in the course of this Agreement will continue to be available for Open Access publishing for the duration of this Agreement.
- 8.8 If after submission of an article the eligibility of that article changes, the article will continue to be regarded as eligible.
- The Institution will have access to the Publisher's OA Dashboard which will have a reporting option.

- SURF will have access to the Publisher's OA Dashboard which will have a reporting option.
- 8.9 For journals running in the standard production workflow, Publisher shall incorporate tags in meta-data to indicate if an article has been published in Open Access http://www.niso.org/news/pr/view?item_key=641bc3f6540b533afee9e7db9edebb6dd5b0ed81
- 8.10 Publisher shall not charge Eligible Authors, or the Institution service fees (e.g. page charges).
- 8.11 Article types that are included in the service:
- Original Papers;
 - Review Papers.
- The following article types will be published in Open Access by default, but will not be charged for / count for the quorum:
- Brief Communications;
 - Continuing Education;
 - Case Reports;
 - Letters to the editor;
 - Invited Letters.
- 8.12 In case the number of articles published in Open Access is less than agreed, the remaining articles will be added to the quorum of the following year.

Article 9 Long Term Preservation and Continuous Access

- 9.1 Long term preservation:
Publisher guarantees to archive the Licensed Material including Open Access articles in at least one of the established e-journal archiving initiatives such as Portico, LOCKSS or CLOCKSS.
- 9.2 Continuous access in case of 'trigger events':
Publisher guarantees continuous access to and use of the Licensed Material which was published and paid for during the term of the current and possible preceding Agreements through one of the established e-journal archiving initiatives if one or more of the following events ('trigger events') occur:
- a catastrophic and sustained failure of the Publisher's delivery platform other than in the case of a Force Majeure Event or
 - the Publisher stops operations, or
 - the Publisher ceases to publish a title, or
 - the Publisher no longer offers back issues.
- 9.3 Continuous access in case of termination of the Licence Agreement:
In the case of termination of the Licence Agreement, except when such termination is due to a breach of the Licence Agreement by Institution, Publisher will provide the Institution and its Authorised Users with continuous access to and use of the Licensed Material which was published and paid for during the term of this and possible preceding Licence Agreements, without charge, either by one or more of the following options:
1. continued online access to archival copies of the same Licensed Material on the Publishers' server;
 2. granting access to one of the aforementioned accepted e-journal archiving solutions;
 3. supplying archival copies of the same Licensed Material to an archiving facility shared by more Institutions;

4. supplying archival copies of the same Licensed Material to an Institution to be uploaded to the protected network of the Institution.

Article 10 Privacy

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

Article 11 Security

- 11.1 Publisher shall take appropriate technical and organisational security measures in order to protect the Personal Data from any data breach as defined in the GDPR, inter alia from being lost and from any type of unlawful processing. Taking account of the state of technology and the cost of implementing them, these measures shall provide an appropriate level of security in view of the risks associated with such processing and the nature of the data being protected.
- 11.2 Publisher shall immediately notify the Institution regarding any security-related incidents and their potential impact on the processing of Personal Data.
- 11.3 Publisher shall only engage subcontractors with which it has concluded a written Agreement comprising secrecy and security obligations in accordance with the obligations of the Licence Agreement.
- 11.4 If an authority requests Publisher to provide Personal Data, Publisher shall notify the Institution to that effect and shall enable the Institution to assert its rights. Publisher shall limit access of the authority to the extent possible.

Article 12 Liability

- 12.1 While the Publisher has no reason to believe that there are any inaccuracies or defects in the information contained in the Licensed Material the Publisher makes no representation and gives no warranty, express or implied, with regard to the information contained in or in any part of the Licensed Material including the fitness of such information or part for any purposes whatsoever

and, subject to Clause 12.2, the Publisher accepts no liability for loss suffered or incurred by Institution as a result of their reliance on the Licensed Material.

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

Article 13 Termination or Dissolution

- 13.1 The Institution may terminate the Agreement if sufficient funds are not provided or allotted in future government-approved budgets of the Institution (or reasonably available or expected to become available from other sources at the time the Institution's payment obligation attaches) to permit the Institution, in the exercise of its reasonable administrative discretion, to continue the Licence Agreement.
- 13.2 Premature termination of the Licence Agreement by either Party shall be possible – with immediate effect, without judicial intervention, and without any obligation to pay damages – in the following circumstances:
- the other Party acts contrary to an obligation set forth in the Licence Agreement under the condition that a notification in writing of the breach has been arranged for, setting a reasonable term for compliance with the relevant obligation;
 - submission of an application for a suspension of payments by either Party;
 - insolvency of either Party.
- 13.3 Obligations which by their nature are intended to continue after the termination or dissolution of the Licence Agreement will continue after such dissolution.

Article 14 Supplementary Provisions

- 14.1 The Licence Agreement shall be governed by Dutch law.



- 14.2 Any dispute regarding the creation, interpretation, or implementation of the Licence Agreement, will be submitted to the competent court in Utrecht, The Netherlands, for adjudication.
- 14.3 A dispute shall be deemed to exist if one of the Parties notifies the other Party to that effect by registered mail.
- 14.4 The provisions and conditions contained in the Licence Agreement and the Schedules shall specify the entire Licence Agreement between the Parties and shall set aside all previous agreements, whether oral or written, made between the Parties.
- 14.5 Amendments to the Licence Agreement and/or to the Schedules and/or additions thereto shall only become legally effective and binding for the Parties when they have been agreed between the Parties in the form of a schedule to be attached to the Licence Agreement, either in writing or electronically.

Signatures and Schedules

Thus agreed and signed,

At _____
On _____

At _____
On _____

On behalf of <NAME OF INSTITUTION>

On behalf of Georg Thieme Verlag KG

<NAME OF SIGNATORY INSTITUTION>
<FUNCTION>

<NAME OF SIGNATORY PUBLISHER>
<FUNCTION>

Schedules

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



Schedule C-a Description of Licensed Material and Licence Fees

(amounts exclusive of VAT)

Licensed Material	Category	Licence Fee
Thieme e-journal package	Universities	2022: € 219.408,- 2023: € 222.012,- 2024: € 224.667,-

Explanation of Types of Licence Agreement and Licence Fees

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

Conditions

1. The Thieme journal SURF journal package comprises access rights for all journals in schedule C-b and publishing rights for all journals in schedule C-c;
2. The licence year for this agreement is set to start on January 1st and expires December 31st;
3. Prices are in Euro, exclusive of VAT.

Schedule C-b Detailed list of Licensed Material with access rights

	title	online ISSN	available from year	URL
1	AHZ Allgemeine Homöopathische Zeitung	1439-8990	2000	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000008
2	Ains•Anästhesiologie•Intensivmedizin	1439-1074	2000	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000001
3	American Journal of Perinatology	1098-8785	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000009
4	Clinics in Colon and Rectal Surgery	1530-9681	2001	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000049
5	Das Gesundheitswesen	1439-4421	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000022
6	DMW - Deutsche Medizinische Wochenschrift	1439-4413	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000011
7	Endoscopy	1438-8812	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000012
8	European Journal of Pediatric Surgery	1439-359X	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000015
9	Experimental and Clinical Endocrinology & Diabetes	1439-3646	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000017
10	Facial Plastic Surgery	1098-8793	2000	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000018
11	Handchirurgie•Mikrochirurgie•Plastische Chirurgie	1439-3980	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000023
12	Homoeopathic Links	1860-3149	2005	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000127
13	Hormone and Metabolic Research	1439-4286	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000025
14	International Journal of Angiology	1615-5939	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000167
15	International Journal of Sports Medicine	1439-3964	2000	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000028

16	Journal of Knee Surgery	1938-2480	2004	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000161
17	Journal of Neurological Surgery	2193-6323	2012	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000180
18	Journal of Reconstructive Microsurgery	1098-8947	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000029
19	Journal of Wrist Surgery	2163-3924	2012	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000183
20	Klinische Monatsblätter für Augenheilkunde	1439-3999	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000031
21	Klinische Neurophysiologie	1439-4081	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000032
22	Klinische Pädiatrie - Clinical Pediatrics	1530-9681	2000	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000034
23	Methods of Information in Medicine	2511-705X	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00035037
24	Neuropediatrics	1439-1899	2000	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000041
25	Nuklearmedizin	2567-6407	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00034924
26	Pharmacopsychiatry	1439-0795	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000054
27	Planta Medica	1439-0221	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000058
28	PPmP Psychotherapie • Psychosomatik	1439-1058	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000060
29	RöFo - Fortschritte auf dem Gebiet der Röntgenstrahlen	1438-9010	2000	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000066
30	Seminars in Hearing	1098-8955	2000	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000067
31	Seminars in Interventional Radiology	1098-8963	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000068
32	Seminars in Liver Disease	1098-8971	2000	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000069

33	Seminars in Musculoskeletal Radiology	1098-898X	2000	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000070
34	Seminars in Neurology	1098-9021	2000	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000071
35	Seminars in Plastic Surgery	1536-0067	2000	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000051
36	Seminars in Reproductive Medicine	1526-4564	2000	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000072
37	Seminars in Respiratory and Critical Care Medicine	1098-9048	2000	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000075
38	Seminars in Speech and Language	1098-9056	2000	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000076
39	Seminars in Thrombosis and Hemostasis	1098-9064	2000	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000077
40	Sprache•Stimme•Gehör	1439-1260	2000	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000082
41	Synfacts	1861-164X	2005	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000131
42	Synlett	1437-2096	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000083
43	Synthesis	1437-210X	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000084
44	The Thoracic and Cardiovascular Surgeon	1439-1902	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000085
45	Thrombosis and Haemostasis	2567-689X	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00035024
46	Tierärztliche Praxis Großtiere	2567-5834	2003	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00034912
	Tierärztliche Praxis Kleintiere	2567-5842	2003	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00034911
47	TumorDiagnostik & Therapie	1439-1279	2000	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000088
48	Ultraschall in der Medizin	1438-8782	2000	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000089

49	VCOT - Veterinary and Comparative Orthopaedics	2567-6911	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00035023
50	Zeitschrift für Gastroenterologie	1439-7803	2000	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000094
51	Zeitschrift für Geburtshilfe und Neonatologie	1439-1651	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000095
52	Zeitschrift für Orthopädie und Unfallchirurgie	1864-6743	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000099
53	Zeitschrift für Phytotherapie	1438-9584	2005	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000101
54	Zeitschrift für Sexualforschung	1438-9460	2001	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000103
55	Zentralblatt für Chirurgie	1438-9592	2000	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000104

Schedule C-c Detailed list of Licensed Material with publishing rights

Publication Title	ISSN Online	URL
American Journal of Perinatology	1098-8785	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000009
Clinics in Colon and Rectal Surgery	1530-9681	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000049
Endoscopy	1438-8812	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000012
European Journal of Pediatric Surgery	1439-359X	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000015
Experimental and Clinical Endocrinology & Diabetes	1439-3646	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000017
Facial Plastic Surgery	1098-8793	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000018
Homoeopathic Links	1860-3149	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000017
Hormone and Metabolic Research	1439-4286	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000025
International Journal of Angiology	1615-5939	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000167
International Journal of Sports Medicine	1439-3964	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000028
Journal of Knee Surgery	1938-2480	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000161
Journal of Neurological Surgery	2193-6323	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000180
Journal of Reconstructive Microsurgery	1098-8947	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00000029
Journal of Wrist Surgery	2163-3924	https://www.thieme-connect.com/products/ejournals/journal/10.1055/s-00000183
Methods of Information in Medicine	2511-705X	https://www.thieme-connect.com/products/ejournals/issue/eFirst/10.1055/s-00035037
Neuropediatrics	1439-1899	https://www.thieme-

		connect.com/products/ejournals/journal/10.1055/s-00000041
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