

AMENDMENT TO WILEY ONLINE AGREEMENT

Amendment as of 22nd January 2020 to the Agreement (the "Agreement ") dated 19th April 2016 , by and between John Wiley & Sons, Inc. ("Wiley US"), a New York corporation, 111 River Street, Hoboken, New Jersey 07030 ("Wiley US", and collectively with its affiliates "Wiley") and SURFmarket B.V. Po Box 19035 3501 DA UTRECHT NETHERLANDS on behalf of the VSNU/UKB and SURF consortium (the "Consortium").

In signing this Amendment, the parties agree that the following terms shall amend and supersede the terms of said Agreement as follows:

1. Paragraph A.2. shall be amended to replace "Licensee" with "Customer".
2. Paragraph G.1. "Term and Termination" is amended and the term of the Agreement is extended to end on December 31, 2020.
3. All applicable Product Appendices are amended to reflect the Licensed Electronic Products for the 2020 calendar year and the respective pricing for 2020.
4. Appendix A will reflect all members for VSNU covering Read and Publication agreements, and SURF for Reading rights only.

2020 Fee:

VSNU :	€4.400.313,-
SURF :	€278,956,-

Except as provided by the Amendment herein stated, all terms and conditions of the Agreement shall remain in full force and effect

JOHN WILEY & SONS, INC.

Appendix A

VSNU member list:

1033025	University of Groningen
1032265	University of Amsterdam
1033029	University of Utrecht
1033030	Free University Amsterdam
1033031	Wageningen UR
1047561	Radboud Universiteit Nijmegen
1033268	Erasmus University Rotterdam
1033919	University Of Leiden
1034343	University Of Maastricht
1033026	Technical Univ of Delft
1037742	Tilburg University
1033028	University of Twente
1033027	Technical University Eindhoven
1037871	Open Universiteit Nederland

Wiley inactive accounts

1048791	SURFDIENSTEN (UKB)
1047556	Dutch Univ Libs, Royal Lib, Royal Acad

SURF Member list:

Aeres Hogeschool
Avans Hogeschool
Breda University of Applied Sciences
Christelijke Hogeschool Ede
Christelijke Hogeschool Windesheim
De Haagse Hogeschool
Fontys Hogescholen
Hanzehogeschool Groningen
HAS Hogeschool
Hogeschool Inholland
Hogeschool Leiden
Hogeschool Utrecht
Hogeschool van Arnhem en Nijmegen
Hogeschool Van Hall Larenstein
Politieacademie
Saxion Hogescholen (Enschede)
Zuyd Hogeschool
Centrum Wiskunde en Informatica
Koninklijke Nederlandse Akademie van Wetenschappen
Naturalis Biodiversity Center
Stichting IHE Delft Institute for Water Education
Wittenborg University

Cancelled member for 2020:

Prinses Máxima Centrum voor kinderoncologie

WILEY ONLINE ENHANCED AGREEMENT FOR ACADEMIC CUSTOMERS

This Agreement dated as of 01 January 2020 (the “Agreement”) sets forth the terms and conditions under which John Wiley & Sons, Inc., a New York corporation, 111 River Street, Hoboken, New Jersey 07030 (“Wiley US”, and collectively with its affiliates “Wiley”), will provide SURFMARKET (the “Customer”), 19035 Utrecht 3501 DA Netherlands with access to the Electronic Products and Services subscribed to by the Customer.

A. DEFINITIONS

The following terms shall be deemed to have the meaning as set forth below:

1. **Authorized Users** - Those persons who are authorized by the Customer to have access to the Licensed Electronic Products. Authorized Users must be current bona fide faculty members, students, researchers, staff members, librarians, scientific staff, other executives or employees of the Customer, or contractors engaged by the Customer, provided such contractors have been informed of, and agree to abide by, the Terms and Conditions of Use set forth herein and they access Wiley Online Library (or other platforms designated by Wiley) via the Customer’s Secure Network. Walk-in Users from the general public or business invitees may also be permitted by the Customer to access Wiley Online Library (or other platforms designated by Wiley) from designated terminals with a Customer-controlled authentication method and valid parameters. These designated terminals shall be physically located in libraries or similar physical premises directly controlled by the Customer.
2. **Customer** – The customer named above, as further defined in Appendix A, which has authorized the signing of this Agreement, provides access via its Secure Network for its Authorized Users as defined in this Agreement, and is responsible for the payments specified in the attached Appendices and for the implementation of the Agreement. Appendix A will include information on the specific authentication method and valid parameters for the Secure Network which are covered by this Agreement.
3. **Electronic Products** - All products, services and content available in Wiley Online Library (or other platforms designated by Wiley) shall be deemed included within the definition of Electronic Products. Details specific to the type of electronic products or services licensed hereunder as well as pricing and the Customer’s access rights are provided in the appropriate Appendix. These products and services are defined as follows:
 - a. **Licensed Electronic Products** - The electronic (online) editions of Wiley journals and other publications and the content therein, including but not limited to major reference works, Current Protocols laboratory manuals and databases which the Customer has licensed hereunder as specified herein and in the appropriate Appendices.

Licensed Electronic Products are listed in the Appendices as follows:

Appendix D Online Reference Works
Appendix F The Cochrane Library
Appendix G Current Protocols
Appendix H Databases
Appendix K AnthroSource

- b. **Licensed Electronic Services** – The electronic features and services in Wiley Online Library (or other platforms designated by Wiley) available to the Customer and its Authorized Users, as follows.
 1. *EarlyView* – publishes peer reviewed, fully citable articles online as soon as they are

ready, before the release of the compiled journal issue.

2. *Saved Title Alerts* – allows Authorized Users to request and receive via e-mail the tables of contents from any of the journals available online in Wiley Online Library (or other platforms designated by Wiley) and to receive notification of articles newly published which match specified search criteria.
4. **Intellectual Property Rights** - These rights include, without limitation, patents, trademarks, trade names, design rights, copyright (including rights in computer software), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, which may subsist anywhere in the world.
5. **Secure Network** - The network which provides access to Wiley Online Library (or other platforms designated by Wiley) for Authorized Users via the specific Customer's authentication method and valid parameters.
6. **Wiley Online Library** - The online service (or any successor thereto) available from Wiley including all products, services and features offered via the service. Certain products and services under this Agreement may be delivered from other platforms as noted in the Appendices. The terms and conditions hereof are equally applicable to those products and services.

B. ACCESS PRIVILEGES

1. Wiley grants to the Customer and its Authorized Users, during the Term as defined below, a non-exclusive, non-transferable right and license to access, via Wiley Online Library (or other platforms designated by Wiley), the full text and other material such as datasets published online for the Licensed Electronic Products as listed in the Appendices attached hereto as may be amended from time to time on the Terms and Conditions of Use described below.
2. Authorized Users will have access to all available tables of contents, article abstracts, chapter summaries and associated websites for all Electronic Products.
3. The Customer grants access to Wiley Online Library (or other platforms designated by Wiley) only to Authorized Users as defined herein. The number of the Authorized Users who may simultaneously access Wiley Online Library (or other platforms designated by Wiley) is unlimited.
4. The Customer acknowledges that the Electronic Products, Wiley Online Library, Wiley's other platforms, and the Intellectual Property Rights contained therein are protected by law. All rights not specifically licensed herein to the Customer are expressly reserved by Wiley. The contents of the Licensed Electronic Products are solely for the personal, non-commercial use of the Authorized Users.
5. All Authorized Users are bound by the Terms of Use which are available at <https://onlinelibrary.wiley.com/terms-and-conditions>. Wiley reserves the right to modify such Terms of Use as described therein.

C. TERMS AND CONDITIONS OF USE

1. The rights and restrictions governing access to Wiley Online Library (and other platforms designated by Wiley) and the Electronic Products by the Customer and its Authorized Users are outlined below.

- a. Authorized Users may download, search, retrieve, display and view, copy and save to a Secure Network or other electronic storage media and store or print out single copies of individual articles, chapters or entries in the Licensed Electronic Products for the Authorized User's own personal use, namely scholarly, educational or scientific research or internal business use. Authorized Users may also transmit such material to a third-party colleague in hard copy or electronically, for personal use, namely scholarly, educational, or scientific research or professional use but in no case for re-sale, systematic distribution, e.g. posting on a listserv, network (including distribution through social networking websites and scholarly collaboration networks, except for those that have agreed to Wiley's Article Sharing Policy found here: <https://onlinelibrary.wiley.com/researchers/tools-resources/article-sharing> and solely in accordance therewith) or automated delivery, or for any other use. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from individual articles, chapters or other entries from the Licensed Electronic Products in the Authorized User's own scientific, scholarly and educational works such as books and articles. This right does not extend to use of material, including images or figures that are separately listed as the copyright of a third party.
- b. All Authorized Users have the option to create a My Profile Page, which will allow them to create data files and links to articles, chapters and entries of interest in the Licensed Electronic Products, and search criteria, which may be reused by them. In order to do so, the Authorized User will have to select and register a username and password which the Authorized User must keep confidential and not disclose to or share with anyone else.
- c. The Customer and its Authorized Users may create links to Wiley Online Library (or other platforms designated by Wiley) from their Online Public Access Catalog (OPAC) records, library catalogs, link resolvers, locally hosted databases or library web pages, provided those links are operated by the Customer on a Secure Network, do not result in access to licensed content by anyone other than Authorized Users, and are not used in connection with any paid or commercial service or for any other commercial use whatsoever. Authorized Users may search, view, and browse Licensed Electronic Products using the interface provided by Wiley. Automated searching, robotic searching and decompilation are strictly prohibited
- d. Authorized Users who are members of the Customer's faculty or staff may download and print out multiple copies of material from Licensed Electronic Products for the purpose of making a multi-source collection of information for classroom use (course-pack) or a virtual learning environment, to be distributed to students at the Customer's institution free of charge or at a cost-based fee. Material from Licensed Electronic Products may also be stored in electronic format in secure electronic data files for access by Authorized Users who are students at the Customer's institution, as part of their course work, so long as reasonable access control methods are employed such as username and password.
- e. The Customer's library staff may supply to another library, upon request by that library, either a single paper copy or an electronic copy of an individual document from the Licensed Electronic Products, for the purpose of research or private study. The electronic copy must be in PDF format, supplied by secure electronic transmission and must be deleted by the recipient library immediately after printing a paper copy of the document for its user.

2. Except as provided in Paragraph C.1 above or with respect to material published on an open access basis, Authorized Users may not copy, distribute, transmit or otherwise reproduce, sell, or resell material from the Electronic Products; post or store such material in any form or medium in a retrieval system, network or listserv; or transmit such material, directly or indirectly, for use in any paid service such as document delivery or list serve, or for use by any information brokerage or for systematic distribution, whether or not for commercial or non-profit use, or for a fee or free of charge.
3. The Customer and its Authorized Users may not remove, obscure or modify any copyright or proprietary notices, author attribution or any disclaimer as they appear on Wiley Online Library (or other platforms designated by Wiley). Authorized Users may not integrate material from the Electronic Products with other material or otherwise create derivative works in any medium. However, brief quotations for purposes of comment, criticism or similar scholarly purposes are not prohibited herein.
4. Authorized Users may not do anything to restrict or inhibit any other Authorized User's access to or use of Wiley Online Library (or other platforms designated by Wiley) and the Licensed Electronic Products.
5. If an Authorized User fails to abide by these Terms and Conditions of Use or other terms of this Agreement, or the Customer hosts an authentication method and parameters that have been identified as abusive or malicious, Wiley reserves the right in its sole discretion to suspend or terminate access to Wiley Online Library (and other platforms designated by Wiley) and the Licensed Electronic Products by such Authorized User or authentication method and parameters immediately without notice, in addition to any other available remedies. Except in the case of a material breach which Wiley deems dangerous to the integrity and security of Wiley Online Library (or other platforms designated by Wiley), or for a breach which, if not immediately remedied, is likely in Wiley's opinion to continue to cause damage, Wiley shall give prior written notice to the Customer of its intention to terminate such access and shall allow the Customer and/or the Authorized User as applicable 30 days after receipt of such notice to cure the breach or agree to abide by the terms and conditions of this Agreement. The Customer shall notify Wiley when malicious credentials associated with offending authentication method and parameters have been remediated. Wiley shall immediately restore services upon notification that credentials associated with the abusive or malicious activity have been remediated.

D. FEES AND CHARGES

1. Fees and other charges for online access to the Licensed Electronic Products by the Customer and its Authorized Users, and other services provided by Wiley Online Library (or other platforms designated by Wiley), are specified in Appendices attached hereto, and will be due as set forth in the relevant invoice, including where required by law, any applicable taxes.
2. The Customer is responsible for any charges associated with accessing Wiley Online Library (and other platforms designated by Wiley) and the Licensed Electronic Products, including, but not limited to, any computer equipment, telephone or Internet connections and access software.
3. The Customer is responsible for ensuring that any third party authorized by the Customer to make payments on its behalf shall promptly pay Wiley the full amounts due under this Agreement.
4. Wiley shall annually send the Customer an Invoice Agreement Letter. Upon the Customer's signature on the Invoice Agreement Letter or written acceptance of fees via email, and payment of fees set forth therein, this Agreement shall apply, or shall renew for the period set forth in the Invoice Agreement Letter. Except as specifically set forth in the Invoice Agreement Letter or

written acceptance via email as set forth above, the terms and conditions of this Agreement (including updated Appendices) shall continue to apply.

5. Wiley may issue the relevant invoice for online access to the Licensed Electronic Products through Wiley US or any of its Wiley Affiliates.

E. MUTUAL OBLIGATIONS

1. Wiley will:
 - a. make reasonable efforts to ensure uninterrupted online access to and continuous availability of the Licensed Electronic Products as promptly as possible in the event of an interruption or suspension of the Wiley Online Library (or other platforms designated by Wiley) service which is not attributable to any third-party service provider over which Wiley has no control (e.g., an Internet or telecommunications service provider);
 - b. provide aggregate usage statistics to the Customer which are compliant with COUNTER Codes of Practice or conform to the then-prevailing industry standard (except as otherwise specified in the attached Appendices) about the use of the Licensed Electronic Products by the Customer's Authorized Users, consistent with applicable privacy laws and confidentiality requirements.
2. The Customer will:
 - a. take all reasonable measures to inform Authorized Users of the Terms and Conditions of Use governing access to Wiley Online Library (and other platforms designated by Wiley) and to emphasize to such Authorized Users the need to comply with whatever restrictions on access, use, reproduction and transmission are included therein;
 - b. make access available to Authorized Users only through the Customer's Secure Network and using the authentication method and valid parameters on Appendix A or other secure authentication methods as described in the appropriate Appendix; undertake reasonable measures within its control to prevent access to and improper use of the Licensed Electronic Products and Wiley Online Library (and other platforms designated by Wiley) by unauthorized persons (including without limitation using the most current patches, regularly scanning the Secure Network for vulnerabilities, and regularly monitoring the proxy logs for unauthorized user access (such as multiple logins using the same id, high volume downloads, and tracking/blocking automated traffic)); and take responsibility for remediating all issues uncovered and for terminating any unauthorized access of which it has actual notice or knowledge;
 - c. provide Wiley with information about the Customer's specific authentication method and valid parameters which can be used by Wiley to authenticate Authorized Users. The Customer represents that all such authentication method and parameters shall be limited to the Customer's Secure Network, and shall be listed in Appendix A as updated from time to time. The Customer is responsible for ensuring that all specific authentication method and valid parameters on Appendix A or otherwise provided to Wiley correspond with the Customer's valid parameters and are limited to the physical addresses specified in this Agreement. Without limiting the Customer's obligations hereunder or Wiley's rights and remedies in the event of breach, the Customer agrees to pay Wiley, if Wiley so elects, for any access to Wiley Online Library (or other platforms designated by Wiley) for any Parameters that do not meet the preceding criteria.

- d. use all reasonable efforts to monitor compliance with the Terms and Conditions of Use and promptly notify Wiley of any copyright infringement or unauthorized usage of the Electronic Products, which comes to the Customer's attention; and cooperate fully with Wiley in the investigation of such infringement or unauthorized use and in any action, which Wiley takes to enforce its copyright and other Intellectual Property Rights, at Wiley's expense. Notwithstanding the above, the Customer will not be responsible for such unauthorized use which is without the express or implied consent of the Customer, provided that the Customer has taken reasonable steps to prevent such misuse and, upon learning of it, uses all reasonable efforts to ensure that such activity ceases, and notifies Wiley promptly of any such breach or infringement.
- e. except with respect to material published on an open access basis, neither the Customer nor any Authorized User has the right to incorporate any material from the Electronic Products into any institutional or other repository. Author agreements are separately negotiated with Wiley and include provisions about what authors may and may not do with respect to materials authored by them and published by Wiley (including social networking websites and scholarly collaboration networks, except for those that have agreed to Wiley's Article Sharing Policy found here: <https://onlinelibrary.wiley.com/researchers/tools-resources/article-sharing>).

F. PRIVACY AND DATA PROTECTION POLICY

Wiley recognizes the importance of protecting the information it collects in the operation of Wiley Online Library (and other platforms designated by Wiley) and will act in compliance with the Privacy Policy posted at <https://www.wiley.com/en-us/privacy>.

G. TERM AND TERMINATION

1. The Term of this Agreement commences on 01 January 2020 and ends on 31 December 2020
2. Wiley may terminate access to Wiley Online Library (or other platforms designated by Wiley) by an Authorized User who breaches Wiley's Terms and Conditions of Use or infringes the copyright or other Intellectual Property Rights in the Electronic Products, Wiley Online Library, or any other Wiley platform, and the Customer shall assist Wiley as necessary.
3. Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and fails to cure such material breach, provided that the non-breaching party shall give written notice of its intention to terminate and shall allow the breaching party 60 days after receipt of such notice to remedy the breach.
4. Notwithstanding subparagraph G.3 above, either party's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, governmental restrictions, acts of terrorism, public health emergencies, power failures, or damage to or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

H. WARRANTY AND DISCLAIMERS BY WILEY

1. Wiley represents and warrants that it has the right and authority to make the Licensed Electronic Products available to the Customer and its Authorized Users pursuant to the terms and conditions of this Agreement and that, to the best of Wiley's knowledge, the Licensed Electronic Products do not infringe upon any copyright, patent, trade secret or other proprietary right of any third party.
2. Wiley Online Library (and other platforms designated by Wiley) may provide Authorized Users with links to third-party websites. Where such links exist, Wiley disclaims all responsibility and

liability for the content of such third-party websites. Authorized Users assume sole responsibility for the accessing of third-party websites and the use of any content on such websites.

3. Except for the warranties provided by Wiley in paragraph H.1 above,
 - a. WILEY ONLINE LIBRARY, OTHER PLATFORMS DESIGNATED BY WILEY, AND THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;
 - b. THE USE OF THE ELECTRONIC PRODUCTS, WILEY ONLINE LIBRARY, OTHER PLATFORMS DESIGNATED BY WILEY, AND ALL MATERIALS IS AT THE AUTHORIZED USER'S OWN RISK;
 - c. ACCESS TO WILEY ONLINE LIBRARY, OTHER PLATFORMS DESIGNATED BY WILEY, AND THE ELECTRONIC PRODUCTS MAY BE INTERRUPTED AND MAY NOT BE ERROR FREE; AND
 - d. NEITHER WILEY NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING WILEY ONLINE LIBRARY, OTHER PLATFORMS DESIGNATED BY WILEY, THE ELECTRONIC PRODUCTS, OR THE MATERIALS CONTAINED IN SUCH PLATFORMS, SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE AUTHORIZED USER'S USE OF OR INABILITY TO USE WILEY ONLINE LIBRARY, OTHER PLATFORMS DESIGNATED BY WILEY, THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN.
4. Wiley shall indemnify and hold the Customer harmless from and against any damages, costs and fees (including reasonable attorney's fees) resulting from any judgment against the Customer arising out of the claim of a third party that Wiley's license of the Licensed Electronic Products or the Customer's use thereof constitutes an infringement of any copyright, patent, trade secret or other proprietary right of any such third party. This indemnity shall survive termination of the Agreement for two years. This indemnity shall not apply if the claim involves content which has been modified or used in a manner not permitted under this Agreement or if the Customer has failed to comply with other material terms of this Agreement.

The Customer shall give prompt notice of an infringement claim to Wiley, shall provide such cooperation and assistance to Wiley as is reasonably necessary to defend the claim, and shall allow Wiley to have the sole control of the defense, provided, however, that the Customer retains the right to participate in the defense at its own expense.

I. CONFIDENTIALITY PROVISIONS

1. While negotiating this Agreement and during the Term thereafter, Wiley may provide the Customer with certain information, which may be oral or written (including information in electronic format), which is deemed confidential. For the purposes of this Agreement, Confidential Information is defined to include, but is not limited to, the terms and conditions of this Agreement that have been negotiated, such as financial terms, the substance of all negotiations relating thereto, all information pertaining to Wiley Online Library (and other platforms designated by Wiley) which is proprietary to Wiley, and any other material which has

either been marked “confidential” by Wiley or which, by the nature of the circumstances surrounding the disclosure, would be understood to be confidential by a reasonable party.

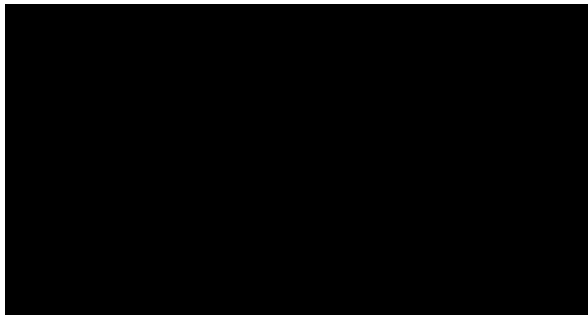
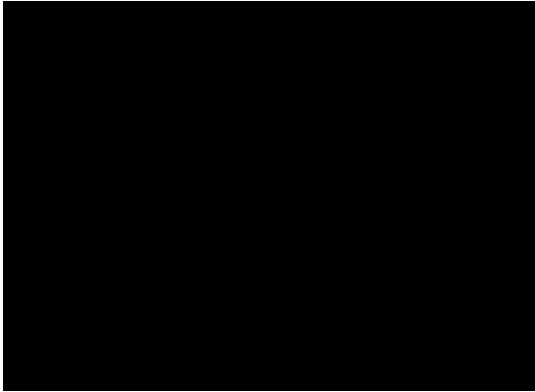
2. The Customer may only use Confidential Information for the purposes of negotiating and implementing this Agreement. The Customer agrees to take reasonable care to protect the Confidential Information from disclosure to third parties and to limit disclosure of the Confidential Information to those employees or contractors of the Customer including affiliates of the Customer who have a need to know in connection with this Agreement, and who have been made aware of, and agree to abide by, these restrictions. When disclosure is legally mandated, the parties will use, whenever possible, a version of the Agreement without Confidential Information.

J. GENERAL PROVISIONS

1. Wiley may assign this Agreement to its successors, subsidiaries or assigns. This Agreement may not be assigned by the Customer except with the prior written consent of Wiley.
2. This Agreement shall be construed and interpreted pursuant to the laws of the State of New York, without regard to such State’s conflict of law rules. Any legal action, suit or proceeding arising out of or relating to this Agreement or the breach thereof must be instituted in a court of competent jurisdiction in New York County in the State of New York and each party hereby consents and submits to the personal jurisdiction of such court, waives any objection to venue in such court and consents to the service of process by registered or certified mail, return receipt requested, at the last known address of such party.
3. In the event of a material breach of the terms and conditions of this Agreement by either party, the non-breaching party will be entitled, in addition to any other remedies available pursuant to this Agreement or at law, to equitable, including injunctive, relief.
4. Any notice, request, statement or other communication to be given hereunder to any party must be in writing addressed to Wiley at the address on page one, attention Executive Vice President, and to the Customer’s Agreement Administrator at the address on Appendix A, or mailed or delivered to such other address as each party may designate by notice given in like manner, and any such notice, request, statement or other communication, will be deemed to have been given when received, except that if mailed by registered or certified mail, return receipt requested, or delivered by overnight courier service, it will be deemed to have been given when mailed as aforesaid or when delivered.
5. This Agreement constitutes the complete understanding of the parties and supersedes all prior understandings between the parties with respect to the subject matter of this Agreement. No modification, amendment, or waiver of any provisions will be valid unless in writing and executed by the parties. Any waiver in one or more instances by either of the parties of any breach by the other of any terms or provisions contained in this Agreement will not be considered a waiver of any succeeding or preceding breach. In the event that any clause of this Agreement is determined to be void or unenforceable, the remainder of the Agreement will survive.
6. All Appendices attached or to be attached to this Agreement are incorporated herein and will be governed by the terms and conditions of this Agreement unless otherwise specified in such Appendix. In the event of any conflict between the terms of an Appendix or any Invoice Agreement Letter or written equivalent as defined in Paragraph D.4. above and the terms of this Agreement, the terms of the Appendix, Invoice Agreement Letter or written equivalent will govern.
7. In the event that this Agreement is executed in English and in a translated version, each party acknowledges that it has reviewed both language versions and that they are substantially the same

in all material respects. If there is any discrepancy between these two versions, the English language version will prevail to the extent of the inconsistency.

8. Under the current UK VAT legislation Wiley does not charge VAT on Licensed Electronic Products provided to UK VAT-registered businesses. According to the reverse-charge regulations still in force the tax liability on these products is transferred to the Customer as the recipient of the products.
9. For Australian based entities, the Customer warrants that they are registered for Australian GST and are procuring this supply for a business purpose. The Customer shall notify Wiley in the event they are not registered for GST at any time during the Term of this Agreement.



APPENDIX A – THE CUSTOMER

Name of the Customer:

SURFMARKET

Listing of all addresses for the Customer:

SURFmarket B.V.
19035
3501 DA Utrecht
Netherlands

Members:

Avans Hogeschool
Sportlaan 215
'S-HERTOGENBOSCH
5223 AZ Netherlands

Christelijke Hogeschool Ede
Oude Kerkweg 100
EDE
6717 JS Netherlands

De Haagse Hogeschool
Johanna Westerdijkplein 75
'S-GRAVENHAGE
2521 EN Netherlands

Erasmus Universiteit Rotterdam
Burgemeester Oudlaan 50
ROTTERDAM
3062 PA Netherlands

Fontys Hogescholen
Rachelsmolen 1
EINDHOVEN
5612 MA Netherlands

Hanzehogeschool Groningen
Zernikeplein 11
GRONINGEN
9747 AS Netherlands

Hogeschool Inholland
Bijdorplaan 15
HAARLEM
2015 CE Netherlands

Hogeschool Rotterdam
Museumpark 40
ROTTERDAM

3015 CX Netherlands

Hogeschool Utrecht
Oudenoord 330
UTRECHT
3584 CH Netherlands

Hogeschool Van Amsterdam
Weesperzijde 190
AMSTERDAM
1097 DZ Netherlands

Hogeschool Van Arnhem En Nijmegen
Ruitenberglaan 31
ARNHEM
6826 CC Netherlands

Maastricht University
Minderbroedersberg 4-6
MAASTRICHT
6211 LK Netherlands

Radboud Universiteit
Comeniuslaan 4
NIJMEGEN
6525 HP Netherlands

Rijksuniversiteit Groningen
Oude Boteringestraat 44
GRONINGEN
9712 GL Netherlands
Saxion Hogescholen (Enschede)
M.H. Tromplaan 28
ENSCHEDA
7513 AB Netherlands

Technische Universiteit Delft
Landbergstraat 15
DELFT
2628 CE Netherlands

Technische Universiteit Eindhoven
Den Dolech 2
EINDHOVEN
5612 AZ Netherlands

Tilburg University
Warandelaan 2 TILBURG
5037 AB Netherlands

Universiteit Leiden
Niels Bohrweg 1
LEIDEN
2333 CA Netherlands

Universiteit Utrecht
Heidelberglaan 8
UTRECHT
3584 CS Netherlands

Universiteit Van Amsterdam
Spui 21
AMSTERDAM
1012 WX Netherlands

University of Twente
Drienerlolaan 5
ENSCHEDA
7522 NB Netherlands

Vrije Universiteit Amsterdam
De Boelelaan 1101
AMSTERDAM
1081 HV Netherlands

Full List of Customer's Secure Network Authentication Method (select one) and Parameters:

Member name:	IP Address:
Avans Hogeschool	145.48.0.0 - 145.48.255.255, 145.49.0.0 - 145.49.255.255, 192.87.128.0 - 192.87.129.255, 192.87.130.0 - 192.87.131.255
Christelijke Hogeschool Ede	194.171.89.0 - 194.171.89.255
De Haagse Hogeschool	37.60.193.192 - 37.60.193.223, 145.52.0.0 - 145.52.255.255, 194.171.240.0 - 194.171.240.255
Erasmus Universiteit Rotterdam	130.115.0.0 - 130.115.255.255, 145.5.0.0 - 145.5.255.255, 145.90.32.0 - 145.90.63.255, 156.83.0.0 - 156.83.255.255
Fontys Hogescholen	145.85.0.0 - 145.85.255.255, 145.93.0.0 - 145.93.255.255
Hanzehogeschool Groningen	145.33.0.1 - 145.33.255.254, 145.37.0.1 - 145.37.255.254
Hogeschool Inholland	145.75.3.17 - 145.75.3.18, 145.81.24.17 - 145.81.24.18, 194.171.19.0 - 194.171.19.255, 194.255.200.111 - 194.255.200.112, 194.171.19.113 - 194.171.19.114, 194.171.195.147 - 194.171.195.148, 194.171.35.201 - 194.171.35.202, 195.169.66.49 - 195.169.66.50, 195.169.69.51 - 195.169.69.52, 145.81.0.0 - 145.81.255.255, 194.171.23.0 - 194.171.23.2
Hogeschool Rotterdam	145.24.0.0 - 145.24.255.255, 145.24.0.0 - 145.24.255.255, 145.51.0.0 - 145.51.255.255, 145.137.0.1 - 145.137.127.254
Hogeschool Utrecht	145.89.0.0 - 145.89.255.255, 172.23.120.0 - 172.23.120.255
Hogeschool Van Amsterdam	145.109.128.0 - 145.109.255.255, 145.28.0.0 - 145.28.255.255, 145.92.0.0 - 145.92.255.255
Hogeschool Van Arnhem En Nijmegen	145.74.0.0 - 145.74.255.255, 145.102.192.0 - 145.102.223.255, 145.102.224.0 - 145.102.231.255, 145.102.192.0 - 145.102.223.255, 145.102.224.0 - 145.102.231.255, 145.74.0.0 - 145.74.255.255
Maastricht University	137.120.0.0 - 137.120.3.255, 137.120.4.24 - 137.120.255.255, 145.29.254.32 - 145.29.254.48
Radboud Universiteit	131.174.0.0 - 131.174.255.255, 145.116.128.0 - 145.116.191.255, 131.174.0.0 - 131.174.255.255, 131.174.115.0 - 131.174.255.255, 145.116.128.0 - 145.116.191.255, 145.98.20.0 - 145.98.21.255, 195.169.209.0 - 195.169.223.255

Rijksuniversiteit Groningen	129.125.0.0 - 129.125.255.255, 145.90.128.1 - 145.90.191.254, 145.97.128.1 - 145.97.191.254, 192.87.23.64 - 192.87.23.127
Saxion Hogescholen (Enschede)	145.76.0.0 - 145.76.255.255, 145.2.0.0 - 145.2.255.255, 145.2.0.0 - 145.2.255.255, 145.76.0.0 - 145.76.255.255
Technische Universiteit Delft	130.161.0.0 - 130.161.255.255, 131.180.0.0 - 131.180.255.255, 145.94.0.0 - 145.94.255.255
Technische Universiteit Eindhoven	131.155.0.0 - 131.155.255.255
Tilburg University	130.89.0.0 - 130.89.255.255, 137.56.0.0 - 137.56.255.255, 192.87.170.0 - 192.87.170.255
Universiteit Leiden	95.172.90.63 - 95.172.90.67, 132.229.0.0 - 132.229.32.255, 132.229.238.0 - 132.229.255.255, 132.229.36.0 - 132.229.235.255, 145.107.160.0 - 145.107.191.255, 145.118.224.0 - 145.118.239.255, 145.118.240.0 - 145.118.255.0, 145.118.64.0 - 145.118.71.255, 145.118.77.0 - 145.118.79.255, 145.118.80.0 - 145.118.95.255, 145.88.0.0 - 145.88.255.255
Universiteit Utrecht	131.211.0.0 - 131.211.255.255, 143.121.0.0 - 143.121.255.255, 145.107.64.0 - 145.107.159.255, 145.98.104.0 - 145.98.107.255, 145.108.128.1 - 145.108.159.255, 145.136.128.1 - 145.136.159.254
Universiteit Van Amsterdam	145.109.0.0 - 145.109.127.255, 145.117.0.0 - 145.117.255.255, 145.18.0.0 - 145.18.255.255, 146.50.0.0 - 146.50.255.255
University of Twente	130.89.0.0 - 130.89.95.255, 130.89.112.0 - 130.89.255.255, 145.136.64.0 - 145.136.127.255
Vrije Universiteit Amsterdam	130.37.0.0 - 130.37.255.255, 145.108.0.0 - 145.108.255.255, 145.121.0.0 - 145.121.255.255, 145.98.124.0 - 145.98.127.255, 192.31.231.0 - 192.31.231.255

Agreement Administrator:

[Redacted]

Customer's Technical Contact:

[Redacted]

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Hogeschool van Amsterdam	Encyclopedia Aerospace Engineering oBook	\$ 1,293.05
Leiden University Libraries	International Encyclopedia	\$ 1,242.66
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Saxion Hogeschool Enschede	Ullmanns Encyclopedia of Industrial eMRW	\$ 5,032.10
TECHNICAL UNIVERSITY EINDHOVEN	Encyclopedia Chem Tech Online	\$ 3,035.98
TECHNICAL UNIVERSITY EINDHOVEN	Ency of Polymer Sci & Tech Online	\$ 1,890.42
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Technische Universiteit Delft	Enc of Computational Mech 3V Set oBook	\$ 1,403.68
Technische Universiteit Delft	Ullmanns Encyclopedia of Industrial eMRW	\$ 4,304.45
Universiteit Twente	Encyclopedia Smart Materials Online	\$ 204.04
Universiteit Twente	Encyclopedia Catalysis Online	\$ 964.87
Universiteit Twente	Encyclopedia Chem Tech Online	\$ 3,019.99
Universiteit Twente	Ullmanns Encyclopedia of Industrial eMRW	\$ 2,486.54
Universiteitsbibliotheek Groningen	The Wiley-Blackwell Encyclopedia of Social and Political Movements	\$ 324.19

Appendix Term: 01 January 2020 – 31 December 2020

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APPENDIX F – THE COCHRANE LIBRARY

Customer: SURFMARKET

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The Cochrane Library	Price in USD
Cochrane Database of Systematic Reviews (CDSR; contains Cochrane Systematic Reviews and Cochrane Methodology Reviews)	
Cochrane Central Register of Controlled Trials (CENTRAL; Clinical Trials)	
Cochrane Clinical Answers (CCA)	
About The Cochrane Collaboration (About; Cochrane Groups)	
Price	See Below

Customer Name	2020 Fee Dollar (USD)
Avans Hogeschool	\$ 2,831.00
Erasmus University Rotterdam	\$ 2,595.94
Fontys Hogescholen	\$ 4,032.10
Haagse Hogeschool	\$ 2,294.72
Hanzehogeschool Groningen	\$ 6,402.16
Hogeschool INHOLLAND	\$ 2,542.92
Hogeschool Rotterdam	\$ 4,006.62
Hogeschool van Amsterdam	\$ 4,559.52
Hogeschool van Arnhem Nijmegen	\$ 5,886.93
Hogeschool van Utrecht	\$ 6,355.63
Leiden University Libraries	\$ 2,595.94
MAASTRICHT UNIVERSITY LIBRARY	\$ 2,595.94
RADBOUD UNIVERSITY NIJMEGEN	\$ 2,595.94
Saxion Hogeschool Enschede	\$ 2,918.54
Tilburg University	\$ 4,150.24
Universiteit Twente	\$ 3,031.06
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Utrecht University Library	\$ 2,595.94
UvA Universiteitsbibliotheek-University of Amsterdam	\$ 2,595.94
VRIJE UNIVERSITEIT LIBRARY-Free University Amsterdam	\$ 2,595.94
Christelijke Hogeschool Ede	\$ 1,688.62

Appendix Term: 01 January 2020 – 31 December 2020

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Radboud University Nijmegen	Current Protocols Neuroscience Online	\$ 3,684.97
Radboud University Nijmegen	Current Protocols Molecular Bio Online	\$ 4,920.26
Radboud University Nijmegen	Current Protocols Cell Biology Online	\$ 3,684.97
Technische Universiteit Delft	Current Protocols Molecular Bio Online	\$ 5,877.75
Utrecht University Library	Current Protocols in Cell Biology	\$ 5,689.70
Utrecht University Library	Current protocols in Cytometry	\$ 5,689.70
Utrecht University Library	Current Protocols in Immunology	\$ 5,458.62
Utrecht University Library	Current protocols in Molecular Biology	\$ 7,464.58

Appendix Term: 01 January 2020 – 31 December 2020

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Customer Name	Title	2020 Fee Dollar (USD)
Utrecht University Library	Organic Reactions	\$ 3,099.89

Appendix Term: 01 January 2020 – 31 December 2020

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American Anthropologist	
American Ethnologist	
Annals of Anthropological Practice (formerly NAPA Bulletin)	
Anthropology & Education Quarterly	
Anthropology & Humanism	
Anthropology News*	
Anthropology of Consciousness	
Anthropology of Work Review	
Archeological Papers of the American Anthropological Association	
Bulletin of the National Association of Student Anthropologists	
Central Issues in Anthropology	
City & Society	
CSAS Bulletin Central States Anthropological Society	
Cultural Anthropology	
Culture, Agriculture, Food and Environment	
Economic Anthropology	
El Mensajero	
Ethnographic Praxis in Industry Conference Proceedings	
Ethos	
General Anthropology Bulletin of the General Anthropology Division	
Journal for the Anthropology of North America (formerly North American Dialogue)	
Journal of Latin American and Caribbean Anthropology	

Journal of Linguistic Anthropology	
Journal of the Society for the Anthropology of Europe	
Medical Anthropology Quarterly	
Museum Anthropology	
Nutritional Anthropology	
PoLAR: Political and Legal Anthropology Review	
Proceedings of the African Futures Conference	
SOLGAN	
Teaching Anthropology: Society for Anthropology in Community Colleges Notes	
Transforming Anthropology	
Visual Anthropology Review	
Voices	
Total	See below

Customer Name	2020 Fee Dollar (USD)
Erasmus University Rotterdam	\$ 2,063.73
Utrecht University Library	\$ 2,064.95
VRIJE UNIVERSITEIT LIBRARY-Free University Amsterdam	\$ 2,177.09

Appendix Term: 01 January 2020 – 31 December 2020

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- c. provide Wiley with information about the Member Institution's IP addresses which can be used by Wiley to authenticate Authorized Users. The Member Institution represents that all such IP addresses shall be limited to the Member Institution's Secure Network, and shall be listed in Appendix A as updated from time to time. The Member Institution shall be responsible for ensuring that all IP addresses on Appendix A or otherwise provided to Wiley correspond with the Member Institution's IP addresses and are limited to the physical addresses specified in this Agreement. Without limiting the Member Institution's obligations hereunder or Wiley's rights and remedies in the event of breach, the Member Institution agrees to pay Wiley, if Wiley so elects, for any access to Wiley Online Library for IP addresses that do not meet the preceding criteria;
- d. use all reasonable efforts to monitor compliance with the Terms of and Conditions of Use and promptly notify Wiley of any copyright infringement or unauthorized usage of the Electronic Products which comes to the Member Institution's attention; and cooperate fully with Wiley in the investigation of such infringement or unauthorized use and in any action which Wiley takes to enforce its copyright and other Intellectual Property Rights, at Wiley's expense. Notwithstanding the above, the Member Institution shall not be responsible for



such unauthorized use which is without the express or implied consent of the Member Institution, provided that the Member Institution has taken reasonable steps to prevent such misuse and, upon learning of it, uses all reasonable efforts to ensure that such activity ceases, and notifies Wiley promptly of any such breach or infringement;

- e. neither the Licensee nor any Authorized User shall have the right to incorporate any material from the Licensed Electronic Products into any institutional or other repository.

F. PRIVACY AND DATA PROTECTION

1. Wiley recognizes the importance of protecting the information it collects in the operation of Wiley Online Library and will act in compliance with the Privacy Policy posted at <http://onlinelibrary.wiley.com/privacyPolicy>. In the event of conflict, the provisions of Clause F shall prevail over Wiley's aforesaid privacy policy.

2. Under this Clause:

Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data

Data Controller means the natural or legal person, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data;

Personal Data means personal data as defined under Data Protection Law which Personal Data Licensee or the Member Institutions provide to Wiley or to which access is granted for Wiley or which is generated or processed by Wiley under, or in connection with, this Agreement.

Data Protection Law means all applicable national, international, regional, municipal or other data privacy and data protection laws (such as the EU Data Protection Directive 95/46/ec), regulations and applicable guidance, directions, determinations, codes of practice, circulars, orders, notices or demands of any regulator or other competent authority, as amended, replaced or updated from time to time.

Data Subject means an identified or identifiable natural person who is the subject of Personal Data.

Model Clauses means the standard contractual clauses for the transfer of Personal Data outside the European Union, issued by the European Commission

3. Both Parties shall comply with the Data Protection Law when processing Personal Data.
4. Wiley, acting as data processor, undertakes, warrants and represents, at all times, to the Licensee that it will:
 - a. process the Personal Data fairly and lawfully as necessary to perform its obligations under this Agreement on and as instructed by Licensee or the

- Member Institutions. Only the Personal Data categories specified in the Model Clauses will be processed unless otherwise agreed between the Parties;
- b. not retain Personal Data made available to it in the context of the Agreement any longer than is necessary (i) for the performance of this Agreement; or (ii) to comply with any of its statutory obligations;
 - c. not, without the prior written permission from the Data Controller, grant access to the Personal Data to third parties (other than pursuant to sub-paragraph F-5)
 - d. fully cooperate, so that the Data Controller, where applicable, can comply with its legal obligations in the event that a Data Subject and/or a national data protection authority or supervisory or government agency exercises its rights under Data Protection Law concerning the processing of Personal Data. In case of such an event Wiley shall observe all of the Data Controller's reasonable and lawful instructions;
 - e. ensure that it shall have all appropriate technical and organisational measures in place against unauthorised or unlawful processing of the Personal Data and against accidental loss, destruction or damage to, Personal Data and that it shall take all reasonable steps to ensure the reliability of any staff who may have access to Personal Data and to ensure such staff act in compliance with the obligations of this paragraph F; and, upon the reasonable request of the Data Controller, Wiley shall promptly provide the Data Controller with written information relating to the security of Personal Data (subject to the Data Controller complying with obligations of confidentiality and any information security policy Wiley has in place from time to time);
 - f. not transfer any Personal Data to any country or territory outside the European Economic Area (EEA) without entering into the Model Clauses with the applicable data exporter substantially in the form set out in Appendix H to this Agreement or as updated or required by national data protection authorities;
 - g. Wiley indemnifies the Licensee (the "Indemnified Party/ies") from and against all claims by third parties, including Data Subjects, asserted against the Indemnified Parties due to breach of the applicable Data Protection Law or other applicable regulations concerning the processing of Personal Data that are proven to be attributable to Wiley or affiliates or sub-contractors engaged by Wiley (a "Proven Claim"). This indemnity shall survive termination of the Agreement for two (2) years. This indemnity shall not apply if the claim involves a complaint regarding the processing of Personal Data by an Indemnified Party or if an Indemnified Party has failed to comply with Data Protection Law. The Indemnified Party shall give prompt notice of a claim to Wiley, shall provide such cooperation and assistance to Wiley as is reasonably necessary to defend the claim, and shall allow Wiley to have the sole control of the defense, provided, however, that the Indemnified Party retains the right to participate in the defense at its own expense;
 - h. SURFmarket and/or Licensee has the right to terminate this License with immediate effect in the event of a Proven Claim without SURFmarket and/or Licensee being entitled to any form of damages from Wiley.



5. Wiley shall procure, by written contract that all Wiley affiliates or sub-contractors shall comply with obligations equivalent to Wiley's as set out in this paragraph F.
6. In the event of a suspected or actual (i) Data Breach; (ii) breach of the security measures; (iii) breach of the confidentiality obligation or (iv) loss of confidential information, Wiley shall notify the Data Controller promptly, but no later than 36 hours after the incident was first discovered. Wiley shall take all measures reasonably necessary to prevent or limit (further) unauthorised examination, change, and provision or otherwise unlawful processing and to stop and prevent any future breach of security measures, breach of the confidentiality obligation or further loss of confidential data, without prejudice to any right the Data Controller might have to damages or other measures. This provision applies to incidents at Wiley and its sub-contractors or Wiley affiliates, if any. Wiley shall in any such event provide at least the information set out in Appendix G and if relevant Appendix H.
7. Audit: Upon written request by the Licensee made reasonably in advance, the Licensee or the Licensee's designee may examine, at the Licensee's expense, Wiley's records relating to the processing of Personal Data relating to the Licensee, subject to reasonable obligations of confidentiality, to establish Wiley's compliance with the provisions regarding protection of Personal Data in compliance with Data Protection Law. Unless the request relates to a Data Breach, no more than one such examination may be made within any twenty-four month period and it must be conducted at a reasonable time, during Wiley's normal business hours and without disruption to Wiley's business. This provision does not diminish the Licensee's other rights, including the right to damages. If it is established during an audit that Wiley has failed to comply with the provisions of applicable Data Protection Law Wiley shall take all reasonably necessary measures to comply. In addition to this right of audit, at Wiley's cost, Wiley shall provide the Licensee with a consulting report from an independent accounting firm within six (6) months of signature of this Agreement to be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA) and thereafter upon request (which shall not be more frequently than once per year). Such report shall provide findings and recommendations regarding Wiley's data security capabilities in relation to the processing of the Licensee's Personal Data. The sufficiency of these procedures and the scope of the report is the responsibility of Wiley. Under the AICPA professional standards, the independent accounting firm will not be engaged to conduct an examination, the objective of the report being to express an opinion.
8. The Parties agree to revisit this clause F , where necessary, prior to the proposed EU Data Protection Regulation coming into force and/or in the event of a significant change regarding the Personal Data to be processed or a risk analysis of the Personal Data gives reasons to do so.

G. TERM AND TERMINATION

1. The Term of this License shall commence on 1st January 2016 and end on 31st December 2019, excepting the term of services outlined in Appendix C which will commence on 4th March 2016 and end on 31st December 2019;
2. Wiley shall have the right to request the Licensee to terminate access to Wiley Online Library by an Authorized User who breaches Wiley's Terms and Conditions of Use as set out in this Agreement or infringes the copyright or other Intellectual Property Rights in the Electronic Products or Wiley Online Library.
3. Either party may terminate this License if the other party materially breaches its obligations under this License and fails to cure such material breach, provided that the non-breaching party shall give written notice of its intention to terminate and shall allow the breaching party 60 days after receipt of such notice to remedy the breach.
4. Notwithstanding subparagraph G.3 above, either party's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, governmental restrictions, acts of terrorism, public health emergencies, power failures, or damage to or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

H. WARRANTY AND DISCLAIMERS BY WILEY

1. Wiley represents and warrants that it has the right and authority to make Wiley Online Library available to the Licensee and its Authorized Users pursuant to the terms and conditions of this License and that, to the best of Wiley's knowledge, Wiley Online Library and the Electronic Products do not infringe upon any copyright, patent, trade secret or other proprietary right of any third party.
2. Wiley Online Library may provide Authorized Users with links to third-party websites. Where such links exist, Wiley disclaims all responsibility and liability for the content of such third-party websites. Authorized Users assume sole responsibility for the accessing of third-party websites and the use of any content on such websites.
3. Except for the warranties provided by Wiley in paragraph H.1 above,
 - a. WILEY ONLINE LIBRARY AND THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;
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d. NEITHER WILEY NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING WILEY ONLINE LIBRARY, THE ELECTRONIC PRODUCTS, OR THE MATERIALS CONTAINED IN WILEY ONLINE LIBRARY, SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE AUTHORIZED USER'S USE OF OR INABILITY TO USE WILEY ONLINE LIBRARY, THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN.

4. Wiley shall indemnify and hold the Licensee harmless from and against any damages, costs and fees (including reasonable attorney's fees) resulting from any judgment against the Licensee arising out of the claim of a third party that Wiley's license of the Licensed Electronic Products or the Licensee's use thereof constitutes an infringement of any copyright, patent, trade secret or other proprietary right of any such third party. This indemnity shall survive termination of the Agreement for two (2) years. This indemnity shall not apply if the claim involves content which has been modified or used in a manner not permitted under this Agreement or if the Licensee has failed to comply with other material terms of this Agreement.

The Licensee shall give prompt notice of an infringement claim to Wiley, shall provide such cooperation and assistance to Wiley as is reasonably necessary to defend the claim, and shall allow Wiley to have the sole control of the defense, provided, however, that the Licensee retains the right to participate in the defense at its own expense.

I. CONFIDENTIALITY PROVISIONS

1. While negotiating this Agreement and during the Term thereafter, a party (the "Disclosing Party") may provide the other party (the "Receiving Party") with certain information which may be oral or written (including information in electronic format), which is deemed confidential. For the purposes of this Agreement, Confidential Information is defined to include, but is not limited to, the terms and conditions of this Agreement that have been negotiated, such as financial terms, the substance of all negotiations relating thereto, all information pertaining to the Disclosing Party's business activities, products or services which is proprietary to the Disclosing Party, and any other material which has either been marked "confidential" by the Disclosing Party or which, by the nature of the circumstances surrounding the disclosure, would be understood to be confidential by a reasonable person.
2. Confidential Information shall be used by the Receiving Party solely for the purposes of negotiating and implementing this Agreement. The Receiving Party agrees to take reasonable care to protect the Confidential Information from disclosure to third parties and to limit disclosure of the Confidential Information to those employees or contractors of the Receiving Party including affiliates of the Receiving Party who have a need to know in connection with this Agreement, and who have been made aware of, and agree to abide by, these restrictions. When disclosure is legally mandated, the parties will use, whenever possible, a version of the Agreement without Confidential Information.

J. GENERAL PROVISIONS

1. Wiley may assign this Agreement to its successors, subsidiaries or assigns. This Agreement may not be assigned by the Licensee except with the prior written consent of Wiley.
2. This Agreement shall be governed by English law as if made and wholly performed in England and the Parties agree to submit to the exclusive jurisdiction of the English courts. Each party hereby consents and submits to the personal jurisdiction of such court, waives any objection to venue in such court and consents to the service of process by registered or certified mail, return receipt requested, at the last known address of such party.
3. In the event of a material breach of the terms and conditions of this Agreement by either party, the non-breaching party shall be entitled, in addition to any other remedies available pursuant to this Agreement or at law, to equitable, including injunctive, relief.
4. Any notice, request, statement or other communication to be given hereunder to any party shall be in writing addressed to Wiley at the address on page one, attention Senior Vice President, and to the Licensee's License Administrator at the address on Appendix A, or mailed or delivered to such other address as each party may designate by notice given in like manner, and any such notice, request, statement or other communication, shall be deemed to have been given when received, except that if mailed by registered or certified mail, return receipt requested, or delivered by overnight courier service, it shall be deemed to have been given when mailed as aforesaid or when delivered.
5. This Agreement constitutes the complete understanding of the parties and supersedes all prior understandings between the parties with respect to the subject matter of this Agreement. No modification, amendment, or waiver of any provisions shall be valid unless in writing and executed by the parties. Any waiver in one or more instances by either of the parties of any breach by the other of any terms or provisions contained in this Agreement shall not be considered a waiver of any succeeding or preceding breach. In the event that any clause of this Agreement is determined to be void or unenforceable, the remainder of the Agreement shall survive.
6. All Appendices attached or to be attached to this Agreement are incorporated herein and shall be governed by the terms and conditions of this Agreement unless otherwise specified in such Appendix. In the event of any conflict between the terms of an Appendix or any Invoice Agreement Letter or written equivalent as defined in Paragraph D.4. above and the terms of this Agreement, the terms of the Appendix, Invoice Agreement Letter or written equivalent shall govern.
7. In the event that this License is executed in English and in a translated version, each party acknowledges that it has reviewed both language versions and that they are substantially the same in all material respects. If there is any discrepancy between these two versions, the English language version shall prevail to the extent of the inconsistency.

AGREED AND ACCEPTED



WILEY SUBSCRIPTION SERVICES, INC.



APPENDIX A – THE LICENSEE

The following Member Institutions of SURFmarket have agreed to the terms of their participation in this License, as of the above date. Financial terms and supporting documentation for these participants are included in Appendices D and E. Information on sites and contacts for these participants follows.

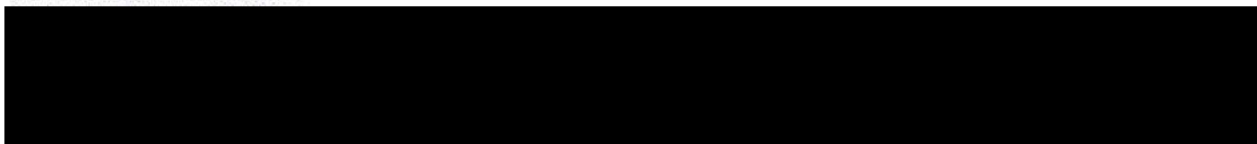
When additional constituent Member Institutions of SURFmarket agree in writing to the terms of their participation in this License, they are deemed to be included in the definition of Licensee as parties to the Agreement. Appendix A will be amended to include information on sites and contacts. Financial terms and other supporting documents for each such Licensee-Member Institution will be attached to this Agreement in Appendices D and E.

The following are constituent members of SURFmarket:

WT ID	Name
1037742	Tilburg University
1047561	Radboud Universiteit Nijmegen
1032265	University of Amsterdam
1034343	University Of Maastricht
1033026	Technical Univ of Delft
1033027	Technical University Eindhoven
1033028	University of Twente
1033029	University of Utrecht
1033030	Free University Amsterdam
1033025	University of Groningen
1033919	University Of Leiden
1033031	Wageningen UR
1033268	Erasmus University Rotterdam
1037871	Open Universiteit Nederland

Name of the Licensee: SURFmarket and the Member Institutions as named in this Appendix A.

License Administrator:



SURFmarket | Moreelsepark 48 | 3511 EP Utrecht | PO Box 19035 | 3501 DA Utrecht
Internet www.surf.nl

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PARTICIPATING SURFMARKET MEMBERS:

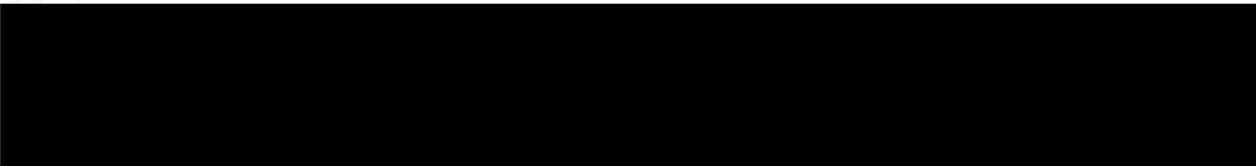
Listing of all addresses for the Licensee:

Name & Address:	IP Address start	IP Address end	FTE students
Erasmus Universiteit Rotterdam Burgemeester Oudlaan 50 ROTTERDAM	130.115.0.0 145.90.32.0 156.83.0.0 206.79.11.134	130.115.255.255 145.90.63.255 156.83.255.255 206.79.11.134	22 079
Radboud Universiteit Nijmegen Erasmuslaan 36 NIJMEGEN	131.174.0.0 145.116.128.0 165.193.178.115	131.174.255.255 145.116.191.255 165.193.178.115	18 459
Rijksuniversiteit Groningen Broerstraat 4 GRONINGEN	129.125.0.0 165.193.178.115 192.87.23.64	129.125.255.255 165.193.178.115 192.87.23.127	27 142
Technische Universiteit Delft Prometheusplein 1 DELFT	130.161.0.0 131.180.0.0 145.94.0.0	130.161.255.255 131.180.255.255 145.94.255.255	19 144
Technische Universiteit Eindhoven Den Dolech 2 EINDHOVEN	131.155.0.0	131.155.255.255	8 377
Tilburg University Warandelaan 2 TILBURG	137.56.0.0 192.87.170.0	137.56.255.255 192.87.170.255	12 589
Universiteit Leiden Witte Singel 27 LEIDEN	132.229.0.0 132.229.238.0 132.229.36.0 145.107.160.0 145.118.224.0 145.118.64.0 145.118.77.0 145.118.80.0 145.88.0.0 95.172.90.63	132.229.32.255 132.229.255.255 132.229.235.255 145.107.191.255 145.118.239.255 145.118.71.255 145.118.79.255 145.118.95.255 145.88.255.255 95.172.90.67	23 030
Universiteit Maastricht Grote Looiersstraat 17 MAASTRICHT	137.120.0.0 145.29.0.0	137.120.255.255 145.29.255.255	14 896
Universiteit Twente Drienerlolaan 5 ENSCHEDA	130.89.0.0 145.136.64.0 192.87.172.81	130.89.255.255 145.136.127.255 192.87.172.81	9 315
Universiteit Utrecht Heidelberglaan 3 UTRECHT	131.211.0.0 143.121.0.0 145.107.64.0	131.211.255.255 143.121.255.255 145.107.159.255	30 143
Universiteit van Amsterdam Singel 425 AMSTERDAM	145.109.0.0 145.117.0.0 145.18.0.0 146.50.0.0	145.109.127.255 145.117.255.255 145.18.255.255 146.50.255.255	31 153



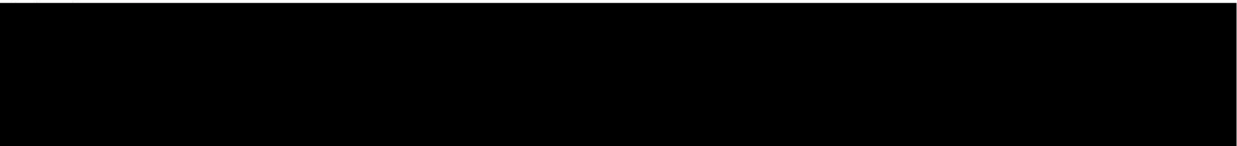
Vrije Universiteit Amsterdam De Boelelaan 1103 AMSTERDAM	130.37.0.0 145.108.0.0 145.121.0.0 165.193.178.111 192.31.231.0	130.37.255.255 145.108.255.255 145.121.255.255 165.193.178.111 192.31.231.255	23 653
Wageningen UR Droevendaalsesteeg 2 WAGENINGEN	137.224.0.0	137.224.255.255	8 300
Open Universiteit Nederland Valkenburgerweg 177 HEERLEN	137.120.4.10	137.120.4.12	3 347

License Administrator:



SURFmarket | Moreelsepark 48 | 3511 EP Utrecht | PO Box 19035 | 3501 DA Utrecht
Internet www.surf.nl

Licensee's Technical Contact:



SURFmarket | Moreelsepark 48 | 3511 EP Utrecht | PO Box 19035 | 3501 DA Utrecht
Internet www.surf.nl



APPENDIX B – LICENSED ELECTRONIC JOURNALS – THE DATABASE

The Database will comprise all subscription-based journal titles published on Wiley Online Library (or any successor platform) including titles previously excluded from collections, transfer titles and newly launched journals. The only current exception is *The Journal of the European Economic Association*, which is excluded from this Agreement under the terms of Wiley's agreement with the journal's society sponsor.

The complete list of titles included for 2016 in the Database is available at http://media.wiley.com/assets/7309/27/2016_Database_Model_Journal_List.pdf or <http://wileyonlinelibrary.com/journals-list>

Archival Access

The subscription will entitle the Member Institution to online access to the electronic files of all content published in the journals that comprise the Database during the term of the subscription and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley. For the avoidance of doubt, this does not include any material included in Backfiles for the same journals.

Perpetual Access

Upon termination of this License, Wiley will provide the Member Institution with perpetual access to the electronic files of all content published in the journals that comprise the Database during the term of the subscription, where Wiley has the rights to deliver this. For the avoidance of doubt, the Member Institution will retain perpetual access rights to current electronic files and retrospective content, generally back to 1997, for any journals in which the Member Institution currently has such rights. No perpetual access rights are provided under this Appendix B for any material included in Backfiles for the same journals. Wiley, in its discretion, will either continue online access to the same material on Wiley's server or provide an archival copy in the electronic medium selected by Wiley. By providing such access Wiley grants to the Member Institution a nonexclusive, royalty-free, license to use such material in accordance with the restrictions on use specified in Paragraph C of the Agreement, which restrictions shall survive any termination of the Agreement.

Post-Cancellation Access

Wiley has designated both Portico and CLOCKSS as post-cancellation access providers of licensed material. If the licensed material is no longer available via Wiley Online Library, the Member Institution may access the material on either Portico's or CLOCKSS' server, or another third party post-cancellation access provider designated by Wiley, as long as:

1. Wiley continues to designate Portico, CLOCKSS or such third party as a post-cancellation provider;
2. The licensed material is available on Portico, CLOCKSS or such third party;
3. Wiley maintains copyright over the licensed material;
4. Portico's, CLOCKSS' or such third party's procedures for providing access are followed.

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APPENDIX C – HYBRID OPEN ACCESS PUBLISHING

1. Definitions

Unless the context requires otherwise, the following expressions have the following meanings;

- 1.1 “Primary research material” means a research article submitted for publication to Wiley journals;
- 1.2 “Review article” means an article that re-presents previously published material;
- 1.3 “Institutional Account List” means the list of Institutional Account Holders Wiley publishes on www.wileyopenaccess.com ;
- 1.4 “WOAA” means the Wiley Open Access Account held by the institution for the purpose of administering open access workflows in Wiley’s Hybrid Open Access Journals. Wiley shall provide access to an online self-serve account dashboard for account management and administration.

2. Agreement

Wiley agrees to the hybrid open access publication of accepted primary research material and review articles as requested by Corresponding Authors through a WOAA in consideration of the fee outlined in Appendix D and for no additional APC. This agreement will commence for articles accepted from [] February 2016 and end on 31st December 2019.

3. Wiley’s Obligations

In consideration of the payments listed in Appendix D and subject to the terms and conditions of this Agreement, Wiley shall during the Term of this Agreement:

- 3.1 not charge a Corresponding Author an APC for any primary research material submitted by such Corresponding Author that is accepted for publication in Hybrid Open Access Journal and authorised by the Member Institution, provided the Corresponding Author submits said material according to the WOAA workflow put forward by Wiley. If a Corresponding Author requests Wiley to change the publication basis of his/her submission prior to publication, Wiley will do so; changes cannot be made post-publication. Any APC incurred outside the WOAA workflow is not covered by this Agreement;
- 3.2 list the Member Institution on the Wiley’s Author Services site and in the hybrid open access order form as an Institutional Account Holder;
- 3.3 provide a link from the entry for the Member Institution on the Institutional Account List on Wiley Online Library to the Member Institutions.
- 3.4 identify on Wiley Online Library the articles that are available on an Open Access basis in the Hybrid Open Access Journals
- 3.5 provide an annual report to Member Institutions within 4 months of the end of each calendar year of all articles (open access and otherwise) published by Corresponding Authors in the Hybrid Open Access Journals.
- 3.6 provide access to each Member Institution to the Wiley Open Access Account Dashboard which allows the Member Institutions access to all article and transactional data related to their authors.

4. Editorial Independence

Nothing herein shall oblige Wiley to publish any article submitted to Wiley by a Member. The Member Institution acknowledges that the selection of material to be published in the Hybrid Open Access Journals is entirely at the discretion of Wiley/the editors of the Hybrid Open Access Journals and the Licensee waives any claim it may have against Wiley in the event that Wiley or its editors refuse or decline to publish any material (or part thereof) submitted by a Corresponding Author. An article will be considered to be selected for publication once the Corresponding Author has been notified that the article has been accepted and Wiley has received the applicable publishing agreement for the Hybrid Open Access Journal signed by the right holder(s) of the article.

5. Terms of Publication

The Member Institution acknowledges that before any material submitted by a Corresponding Author will be accepted for publication the Corresponding Author and (if different) the owner of any copyright in

such material will be required to agree to the applicable terms and conditions of publication (including without limitation the terms relating to Open Access).

The Member Institution will ensure requests from Wiley to validate Corresponding Authors are answered promptly.

APPENDIX D

Pricing:

(a) Year 1

- 2016 Database & hybrid OA Publishing Fee: €3,887,656
- Two invoices, to be issued simultaneously, with different payment terms:
 - Invoice 1: 50% payable within 30 days of receipt of invoice;
 - Invoice 2: 50% payable by June 1st 2016

(b) Year 2

- The 2017 Database & hybrid OA Publishing Fee will be calculated as the 2016 Database Fee + a price increase.
% Price Increase: 3.5%

Total 2017 Database & hybrid OA Publishing Fee: €4,023,724

The 2017 Database & hybrid OA Publishing Fee may change if there is a material change to the value of the journal titles included in the Database. In this context, a 'material change' shall mean:

- the addition of new or the deletion of existing journal titles leading to an increase or decrease of 5% or more annually in the total number of journal titles in the Database;
or
- the addition of new or the deletion of existing journal titles leading to an increase or decrease of 5% or more annually in Wiley's total financial value (based on institutional e-only subscription price) of the journal titles in the Database;
or
- the deletion of journal titles of particular value to the Licensee annually, based on usage of the journal title, from the Database.

Wiley will submit to the Licensee by September 1, 2016 a list of the online editions of all journals in the Database that will be made available on Wiley Online Library (or any successor platform) in the following year including all confirmed new and transfer journal titles. For journal titles that are transferred out of the Database, Wiley will use all reasonable efforts to comply with the Transfer Code of Practice or to the then-prevailing industry standard.

In the event of a material change as described above, the parties shall negotiate in good faith an appropriate amount as a fair compensation for such material change.

(c) Year 3

- The 2018 Database & hybrid OA Publishing Fee will be calculated as the 2017 Database & hybrid OA Publishing Fee + a price increase.
% Price Increase: 3.5%

Total 2018 Database & hybrid OA Publishing Fee: €4,164,554

The 2018 Database & hybrid OA Publishing Fee may change if there is a material change to the number and value of the journal titles included in the Database. In this context, a 'material change' shall mean:

- the addition of new or the deletion of existing journal titles leading to an increase or decrease of 5% or more annually in the total number of journal titles in the Database;
or



- the addition of new or the deletion of existing journal titles leading to an increase or decrease of 5% or more annually in Wiley's total financial value (based on institutional e-only subscription price) of the journal titles in the Database;
or
- the deletion of journal titles of particular value to the Licensee annually, based on usage of the journal title, from the Database.

Wiley will submit to the Licensee by September 1, 2017 a list of the online editions of all journals in the Database that will be made available on Wiley Online Library (or any successor platform) in the following year including all confirmed new and transfer journal titles. For journal titles that are transferred out of the Database, Wiley will use all reasonable efforts to comply with the Transfer Code of Practice or to the then-prevailing industry standard.

In the event of a material change as described above, the parties shall negotiate in good faith an appropriate amount as a fair compensation for such material change.

(d) **Year 4**

- The 2019 Database & hybrid OA Publishing Fee will be calculated as the 2018 Database Fee + a price increase.
% Price Increase: 3.5%

Total 2019 Database & hybrid OA Publishing Fee: €4,310,313

The 2019 Database & hybrid OA Publishing Fee may change if there is a material change to the number and value of the journal titles included in the Database. In this context, a 'material change' shall mean:

- the addition of new or the deletion of existing journal titles leading to an increase or decrease of 5% or more annually in the total number of journal titles in the Database;
or
- the addition of new or the deletion of existing journal titles leading to an increase or decrease of 5% or more annually in Wiley's total financial value (based on institutional e-only subscription price) of the journal titles in the Database;
or
- the deletion of journal titles of particular value to the Licensee annually, based on usage of the journal title, from the Database.

Wiley will submit to the Licensee by September 1, 2018 a list of the online editions of all journals in the Database that will be made available on Wiley Online Library (or any successor platform) in the following year including all confirmed new and transfer journal titles. For journal titles that are transferred out of the Database, Wiley will use all reasonable efforts to comply with the Transfer Code of Practice or to the then-prevailing industry standard.

Subscriptions to Journals not included in the Database: The Licensee may subscribe to journals not included in the Database by placing orders directly via Wiley's Journal Customer Service Department at cs-journals@wiley.com or via a subscription agent. These subscriptions will not be covered by the terms of this Agreement.

Print Subscription Pricing:

The Licensee can purchase print subscriptions to journals in the Database to which the Licensee subscribes at a deeply discounted rate at the prevailing rate. This does not apply to:

- (a) Titles published in e-only format by Wiley.

- (b) Titles for which print subscriptions are only available through a Print-on-Demand option. Print on Demand subscriptions are not eligible for any discount.

Print subscriptions should be ordered directly via the Wiley Services department, or through an agent.



APPENDIX E— MEMBER INSTITUTION SIGN-UP LETTER

[Member Institutions] will return a signed copy of this Letter to Wiley or to the Licensee Administrator who will forward a copy to the Wiley Account Manager.

Date:

Attn:

Attn:

Phone:

Phone:

Fax:

Fax:

Dear SURFmarket and Wiley:

[Member Institution] has read and agrees to all of the Terms and Conditions of the attached Wiley Online Journals License for Wiley Online Library dated [] between Wiley Subscription Services, Inc. and SURFmarket signing on behalf of the Member Institutions for its Member Institutions as defined in paragraph A.8, "Licensee" and listed in Appendix A, and to the specific pricing information for [Member Institution] in the attached Appendices.

AGREED AND ACCEPTED

[Name of Member Institution]

By: _____
[Authorized Signature]

Name: _____

Title: _____

Date: _____



APPENDIX F – WILEY TEXT AND DATAMINING AGREEMENT

Wiley Subscription Services, Inc. ("Wiley") grants subscribers and other lawful users ("Users") the right to text and data mine online content for non-commercial purposes. In accepting this Agreement, Users consent to the terms and conditions set out below.

1. Definitions

'Text and Data Mining' ('TDM') as used in this Agreement refers to the computational analysis of Wiley content subscribed to by Users or made available to Users on Wiley Online Library ('Wiley Content'), and TDM shall include but not be limited to the identification of entities, structures and relationships within the Wiley Content.

'Text and Data Mining Output' ('TDM Output') means the result of any TDM activity carried out by Users.

2. Text and Data Mining

During the term of this Agreement, Wiley grants User the non-exclusive, non-transferrable right to text and data mine Wiley Content for the purposes of non-commercial, scholarly research related to specific projects. TDM and TDM Output will not be used for direct or indirect commercial purposes without prior consent in writing from Wiley.

User acknowledges that Wiley Content is protected by copyright and that all right, title and interest in and to Wiley Content remains with Wiley and its licensors and that unauthorized use and/or redistribution of Wiley Content or the TDM Output would materially harm Wiley and its licensors.

In the event that certain Wiley Content is made available under a more permissive license, such as a Creative Commons CC BY license, then the terms of the article level license will apply and Users may use that content in accordance with the article level permissions. In addition, this Agreement is not intended to restrict any statutory TDM rights held by Users under applicable legislation.

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

User must access Wiley Content for TDM using an approved API service such as CrossRef's TDM service or a Wiley API and must abide by any rate-limiting conveyed in machine readable form from time to time, and may not bypass the API or disrupt the working of Wiley Online Library. Except in accordance with Wiley's API requirements (such as load rates and download rates conveyed in machine-readable form from time to time) and the terms and conditions



determined by any approved API service, User may not use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, or index Wiley Content.

User shall implement and maintain adequate and effective state of the art data security systems and measures to safeguard Wiley Content downloaded for TDM, in line with international industry standards and best practice.

In the event that the TDM results in the processing of personal data, User shall be responsible for complying with relevant data protection and privacy laws.

4. TDM Output

User may load and technically format Wiley Content on User's servers in order to enable access to and use of such Wiley Content for TDM purposes by User for specific research projects by using automated programs or devices to continuously and automatically:

- extract and index information such as semantic entities from Wiley Content
- mount, load and integrate the results for access and use by User for secure TDM
- communicate TDM Output to third parties as part of original non-commercial research carried out by User, including in articles that describe, analyse and interpret research. Publication or analyses resulting from TDM of Wiley Content may include quotations from the original text of up to 200 characters, or 20 words, or one complete sentence. Any such extracts, as well as bibliographic metadata, should cite the original Wiley Content in the form of a DOI link. Permission to reproduce images shall be required in accordance with clause 5

5. Restrictions

Except as expressly stated in this Agreement or otherwise permitted in writing by Wiley, the User may not:

- perform systematic or substantive extracting for the purposes of creating a product or service for use by third parties, or that has the potential to substitute and/or replicate any other existing Wiley product, service and/or solution
- create any form of central repository containing Wiley Content except as described above for the purpose of specific TDM projects
- make the results of any TDM Output available on an externally facing server or website, except as permitted by clause 4
- allow a third party to harvest any TDM Output to an internal server; extract, develop or use Wiley Content in any direct or indirect commercial activity; abridge, modify, translate or create any derivative work based on Wiley Content, except to the extent necessary to make it perceptible on a computer screen to the User for research purposes;



remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in Wiley Content

- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of Wiley Online Library; except as permitted by clause 3
- reproduce any illustrations, including photographs, figures and line drawings, in the TDM Output without the consent of the rights holder (unless permitted under the article level license)

6. Fee

User shall not be charged an additional fee for TDM, provided the scope remains purely non-commercial. Users requiring access to non-subscribed Wiley Content should contact their Wiley Account Manager for further information.

7. Term and Termination

The term of this Agreement shall commence on the date on which User accepts the Agreement and shall continue until terminated by either party. The Agreement may be terminated by either party for breach or for insolvency. User will be able to access subscription products for TDM if User or User's institution maintains a subscription to such products. Upon termination of this Agreement for any reason, User will delete all Wiley Content downloaded for purposes of TDM.

8. General

- Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control shall be deemed a breach of this Agreement
- The relationship between the parties does not constitute a partnership, joint venture, or agency relationship, and neither shall have any authority to bind the other in any way
- User shall not transfer, license or assign any of User's rights or obligations under this Agreement without the prior written consent of Wiley
- This Agreement, including any attachments incorporated by reference, contains the entire understanding of the parties with respect to the subject matter contained herein and supersedes all other prior and contemporaneous agreements, proposals and arrangements between the parties with respect to the subject matter of this Agreement. Wiley reserves the right to make changes to the Agreement and its TDM service from time to time and such changes will be clearly posted by Wiley and deemed accepted by User.
- This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any action, suit or proceeding arising out of or relating to this Agreement shall be commenced in a court of Competent Jurisdiction in England, and the

parties hereby consent to the jurisdiction of such courts and waive any objections to venue therein.



APPENDIX G: Information to be provided in the event of a Data Breach

If the Processor must inform the Controller pursuant to Clause F, it must provide the following information:

Contact details of reporter

Name, job, email address, telephone number

Information on the Data Breach

- Provide a summary of the incident, in which the breach of the security of Personal Data occurred
- Of how many persons are Personal Data involved in the breach? (Fill in the numbers.)
 - a) Minimum: (fill in)
 - b) Maximum: (fill in)
- Describe the group of people whose Personal Data are involved in the breach
- When did the breach take place? (Choose one of the following options and supplement where necessary.)
 - a) On (date)
 - b) Between (start date of period) and (end date of period)
 - c) Not yet known
- What is the nature of the breach? (You can check more than one option.)
 - a) Reading (confidentiality)
 - b) Copying
 - c) Changing (integrity)
 - d) Removing or destroying (availability)
 - e) Theft
 - f) Not yet known
- What type of Personal Data is involved? (You can check more than one option.)
 - a) Name and address details
 - b) Telephone numbers
 - c) Email addresses or other addresses for electronic communication
 - d) Access or identifying information (e.g. log-in name/password or client number)
 - e) Financial information (e.g. account number, credit card number)
 - f) Citizen Service Number (BSN) or tax and social security number
 - g) Copies of passport or other identification documents
 - h) Gender, date of birth and/or age
 - i) Special Personal Data (e.g. race, ethnicity, criminal information, political conviction, trade union membership, religion, sex life, medical details)
 - j) Other information, namely (supplement)
- What consequences can the breach have for the privacy of the data subjects? (You can check more than one option.)
 - a) Stigmatisation or exclusion
 - b) Damage to health
 - c) Exposure to (identity) fraud
 - d) Exposure to spam or phishing
 - e) Other, namely (provide details)

Follow-up actions in response to the Data Breach

- What technical and organisational measure did your organisation take to address the breach and to prevent further breaches?

Technical protection measures

- Have the Personal Data been encrypted, hashed or made incomprehensible or inadmissible to unauthorised persons in any other way? (Choose one of the following options and supplement where necessary.)
 - a) Yes
 - b) No
 - c) Partly, namely: (supplement)
- If all or part of the Personal Data was made incomprehensible or inaccessible, in what manner was this done? (Answer this question if you chose option a or option c for the previous question. If you used encryption, also explain the manner of encryption.)

International aspects

- Does the breach involve persons in other EU countries? (Choose one of the following options.)
 - a) Yes
 - b) No
 - c) Not yet known



APPENDIX H – STANDARD CONTRACTUAL CLAUSES

Standard Contractual Clauses (processors)

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

Name of data exporting organisation:

SURFmarket B.V. (for itself and on behalf of the member institutions listed in Annex 4)
(the data exporter)

and

Name of the data importing organisation:

Wiley Subscription Services, Inc.
111 River Street
Hoboken, NJ 07030
United States

on behalf of itself and in the name and on behalf of affiliated entities as defined herein.

For purposes of this agreement an affiliated entity shall mean any entity listed in Annex 3 or in future will have signed a written declaration of accession to this agreement and the data exporter has been notified about that.

(the data importer)

each a “party”; together “the parties”,

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

1. Definitions

For the purposes of the Clauses:

- (a) personal data, special categories of data, process/processing, controller, processor, data subject and supervisory authority shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

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

2. Details of the transfer

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

3. Third-party beneficiary clause

- 3.1 The data subject can enforce against the data exporter this clause 3, clause 4(b) to clause 4(i), clause 5(a) to clause 5(e) and clause 5(g) to clause 5(j), clause 6.1 and clause 6.2, clause 7, clause 8.2 and clause 9 to clause 12 as third-party beneficiary.
- 3.2 The data subject can enforce against the data importer this clause 3.2, clause 5(a) to clause 5(e) and clause 5(g), clause 6, clause 7, clause 8.2 and clause 9 to clause 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
- 3.3 The data subject can enforce against the sub-processor this clause 3.3, clause 5(a) to clause 5(e) and clause 5(g), clause 6, clause 7, clause 8.2, and clause 9 to clause 12, in cases where both the

data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3.4 The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

4. Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Annex 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to clause 5(b) and clause 8.3 to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Annex 2 and a summary description of the security measures, as well as a



copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subjects as the data importer under the Clauses; and
- (j) that it will ensure compliance with clause 4(a) to clause 4(i).

5. Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Annex 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorised access; and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Annex 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub-processor will be carried out in accordance with clause 11; and
- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

6. Liability

6.1 The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in clause 3 or in clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

6.2 If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or its sub-processor of any of their obligations referred to in clause 3 or in clause 11 because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

6.3 If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in clause 3 or in clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.



7. Mediation and jurisdiction

7.1 The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

- (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
- (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

7.2 The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

8. Cooperation with supervisory authorities

8.1 The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

8.2 The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

8.3 The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in clause 5(b).

9. Governing Law

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

10. Variation of the contract

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



11. Sub-processing

11.1 The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

11.2 The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

11.3 The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

11.4 The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

12. Obligation after the termination of personal data processing services

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

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

On behalf of the data exporter: SURFmarket B.V.

Name (written out in full):

Position:

Address:

Signature:



On behalf of the data importer: Wiley Subscription Services, Inc.

Name (written out in full):

Position:

Address:

Signature.....



Annex 1

This Annex forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Annex 1.

Data exporter

The data exporter is: the member institutions identified on Appendix A of the Wiley Online Journals License between Wiley Subscription Services Inc., and SURFmarket B.V. on behalf of its member institutions (" the License and/or Agreement").

The Member Institution identified on Appendix A, is a Dutch institution for higher education and/or research that uses the Services as provided by Wiley Subscription Services Inc. under the aforesaid License.

Data importer

The data importer is: *SURFmarket*

Data importer's business is one of the largest global publishers providing a range of services to customers in the research, education and professional practice, including online tools, journals, books, databases, reference works and laboratory protocols. In addition to the data importer's research business area providing services to many prestigious societies, the data importer's other two key business areas include creating products and services to help customers become more effective in the workplace and achieve career success and publishing educational materials in all media.

Data subjects:

The personal data transferred might concern the following categories of data subjects (please specify):

- Directors, officers, employees, sub-contractors and agents of the data exporter's clients or prospective clients;
- Directors, officers, employees of the data exporter;
- Students or prospective students enrolled by the data exporter.

Categories of data:

The personal data transferred might concern the following categories of data:

- Names, business contact information and titles of the data exporter's clients or potential clients, students or prospective students or their directors, officers, employees, sub-contractors, and agents
- Names, user identification numbers, addresses, IP addresses and contact details of employees of the data exporter who perform functions related to the business, together with the functions each employee has performed.
- Names, user identification numbers, addresses, IP addresses and contact details of students enrolled by the data exporter
- Data subject source session data which may include personal data sent by the data subject to the Internet, or received by data subject from the Internet.
- Call detail records
- Other business records bearing contract and performance details, administrative details regarding clients' and prospective clients'.



Special categories of data (if appropriate):

The personal data transferred concern the following special categories of data (please specify):

None.

Processing operations:

The personal data transferred will be or might be subject to the following basic processing activities:

- **Data Creation** – Initial entry of contact data regarding data subjects - data importer & data exporter (per input from data subjects) using data importer’s and data exporter’s systems;
- **Data Augmentation** – Collection and entry of additional data or new data as necessary to process service requests – data importer and data exporter using data importer’s and data exporter’s systems;
- **Data Maintenance** – Updating data to reflect changes in data subject personal data – data importer and data exporter using data importer’s and data exporter’s systems;
- **Data Queries** – Review, analysis, and use of data to resolve inquiries under existing data exporter’s arrangements and to conclude new arrangements with data subjects – data importer and data exporter using data importer’s and data exporter’s systems;
- **Data Loads** – Transferring data between data sources – data exporter and data importer using data importer’s and data exporter’s systems. Such data loads may include data transferred in the form of online capture from user sessions or through mass electronic data feeds using data importer’s and data exporter’s systems;
- **Data Corrections** – Correct data inaccuracies caused by ineffective data loads – data exporter and data importer using data importer’s and data exporter’s systems.

All processing activities in respect of the personal data shall be solely for purposes of processing or administrating the data exporter’s information technology, financial, marketing and other related services as further defined in the applicable agreements between the data exporter and the data importer.

DATA EXPORTER

Name:

Authorised Signature

DATA IMPORTER

Name:

Authorise



Annex 2

This Annex 2 forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with clause 4(d) and clause 5(c) (or documents/legislation attached):

Physical Access Control

Data Processing Equipment

Data Importer shall implement appropriate measures to prevent unauthorised persons from gaining physical access to the data processing equipment (application servers, related hardware and data bases) where the Export Data are processed and/or stored:

- Housing data processing equipment in physically secure areas with entry controls, security alarms, fire and smoke detectors, back-up generators and other safeguards;
- Authorizing only a limited number of employees and third parties to have access to the secure areas and the data processing equipment for authorised purposes;
- Establishing procedures for authenticating authorised employees and third parties for access to the secure areas and data processing equipment for authorised purposes;
- Maintaining records of access to data processing equipment

DATA STORAGE OR BACK-UP MEDIA

Data Importer shall implement appropriate measures to prevent the unauthorised reading, copying, alteration or removal of the data media used by Data Importer in processing and storing Export Data:

- Controlling and limiting the production of back-up copies of the stored data;
- Storing the back-up copies on data media housed in secure areas subject to entry controls and other safeguards;
- Authorizing access to such areas by designated personnel for authorised purposes only;
- Releasing back-up copies of the Export Data to authorised persons only upon authorised triggering events;
- Establishing procedures for destroying data media;
- Maintaining records of data media creation, storage and destruction

Data Transmission

Data Importer and Data Controller shall implement appropriate measures to prevent the Export Data from being read, copied, altered or deleted by unauthorised parties during any transport of the data via physical media (such as tapes or storage devices) by physically securing the data media during transport; safeguarding the electronic data on the media against improper access through password protection and automatic session termination after multiple failed log-in attempts; logging the creation and transport of the data media; and tracking and monitoring its timely delivery and receipt.

Electronic Access Controls

Input Control

Data Importer shall provide measures for determining the time and entry point of Export Data into Data Importer's data processing system by electronically recording such input entries and ensuring that entries are properly logged and recorded.

Transmission and Transport Control

Data Importer and Data Controller shall implement appropriate measures to prevent the Export Data from being read, copied, altered or deleted by unauthorised parties during its transmission or during the transport of the data media:

- Monitoring of the completeness and correctness of the transfer of data through periodic end-to-end checks;
- Documenting the remote locations/destinations to which a transmission is intended and the logic or transmission paths;
- Transmission of data between or among Data Importers over private lines within firewalls of the Company Group network;
- Using industry standard means for using personal data (e.g. email addresses) to transmit and secure external communications to the owners of personal data.

User Control

Data Importer shall provide measures to prevent unauthorised access to its data processing systems by unauthorised persons by means of data transmission equipment:

- Storing the data behind firewalls or other systems for detecting and blocking unauthorised access to the data;
- Identifying and recording terminals and users employees to access the data processing and storage systems;
- Automatically terminating a user's session after several attempts to log-on using erroneous passwords;
- Maintaining log files of events; and monitoring log files for break-in-attempts;
- Issuing and safeguarding of passwords and other user identification access codes.

Data Memory Control

Data Importer shall implement appropriate measures to prevent unauthorised data input into memory and the unauthorised alteration or deletion of the stored Export Data:

- Establishing policies governing the input of data into memory and the alteration or deletion of stored data;
- Establishing authentication procedures and mechanisms for data input, alteration and deletion by authorised personnel;
- Exercising measures to protect data integrity and accuracy during input into memory, data alteration and the deletion of stored data;
- Using user codes and passwords to safeguard access to stored data and to prevent unauthorised access;
- Using processing software with tools that automatically log off users whose access has been idle for a set period of time;
- Maintaining records of data file use;
- Separating test and production environments for the application software, and library and data files.

Access Control

Data Importer shall provide measures to ensure that employees and third party representatives authorised to use the data processing systems on which the Export are processed and/or stored are only able to access the data within the scope and to the extent allowed by their respective access authorisations:

- Establishing and controlling user access rights to the data; logging access to the data processing systems; monitoring access of users with rights to delete, add or modify the data; auditing access and use logs;

- Training employees about data privacy and security; establishing policies about access and use rights; training employees about access and use rights policies and the scope of their own privileges and authorized access and use purposes;
- Establishing disciplinary practices and procedures for enforcing access rights and use policies; taking appropriate disciplinary action against who access or use the data without authorisation.

Organisational Controls

Policies

Data Importer shall implement appropriate organisational controls aimed at ensuring that the Export data is used only for authorised purposes and securing the data from against unauthorised access, disclosure or use or accidental or unlawful alteration, destruction or loss:

- Establishing industry standard policies, procedures and rules for collecting, processing, using and storing Export Data;
- Working with the Data Controller to develop consistent policies and practices for securing the exported data;
- Periodically auditing and assessing data protection policies and practices;
- Establishing emergency and back-up contingency plans for securing the data in the event of natural or other disaster.

Personnel Control

Data Importer shall authorize an appropriately limited number of employees and authorised third parties to access and process the stored data and shall restrict access rights to the data by authorised individuals consistent with the limited purposes to which such individuals are authorised to access and use the data.

Instructional Control

Data Importer shall take steps to ensure that the export data is collected and processed in accordance with the instructions of the Data Controller:

- Implementing binding policies and procedures for employees authorised to add, delete, modify or transmit the data;
- Data Controller will be permitted, upon request, to audit the data processing systems for the data for compliance with its instructions and industry standard use and protection measures.

INDEMNIFICATION CLAUSE

Liability

The parties agree that if one party is held liable for a violation of the clauses committed by the other party, the latter will, to the extent to which it is liable, indemnify the first party for any cost, charge, damages, expenses or loss it has incurred.

Indemnification is contingent upon:

- (a) the indemnified party promptly notifying the indemnifying party of a claim; and
- (b) the indemnified party being given the possibility to cooperate with the indemnifying party in the defence and settlement of the claim.

DATA EXPORTER

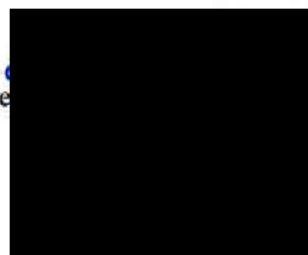
Name:

Authorised Signature

DATA IMPORTER

Name:

Authorised Signature



Annex 3

Other Wiley entities that may process Personal Data on behalf of the data importer which shall be processed to the same standard outlined in these Clauses:

1. John Wiley & Sons Inc.
111 River Street
Hoboken, NJ 07030-5774
2. Wiley Periodicals Inc.
111 River Street Hoboken, NJ
07030-5774



Annex 4

Name & Address:
Erasmus Universiteit Rotterdam Burgemeester Oudlaan 50 ROTTERDAM
Radboud Universiteit Nijmegen Erasmuslaan 36 NIJMEGEN
Rijksuniversiteit Groningen Broerstraat 4 GRONINGEN
Technische Universiteit Delft Prometheusplein 1 DELFT
Technische Universiteit Eindhoven Den Dolech 2 EINDHOVEN
Tilburg University Warandelaan 2 TILBURG
Universiteit Leiden Witte Singel 27 LEIDEN
Universiteit Maastricht Grote Looiersstraat 17 MAASTRICHT
Universiteit Twente Drienerlolaan 5 ENSCHEDA
Universiteit Utrecht Heidelberglaan 3 UTRECHT
Universiteit van Amsterdam Singel 425 AMSTERDAM
Vrije Universiteit Amsterdam De Boelelaan 1103 AMSTERDAM
Wageningen UR Droevendaalsesteeg 2 WAGENINGEN
Open Universiteit Nederland Valkenburgerweg 177 HEERLEN



Addendum to the Wiley Online Journals License for SURFmarket

APPENDIX M – THE LICENSEE

The following Member Institutions of the UKB Consortium and/or SURFmarket have agreed to the terms of their participation in this License, as of the above date. Financial terms and supporting documentation for these participants are included in Appendix B. Information on sites and contacts for these participants follows.

When additional constituent Member Institutions agree in writing to the terms of their participation in this License, they are deemed to be included in the definition of Licensee as parties to the Agreement.

The following are constituent members of the UKB and/or SURFmarket:

CWI
KNAW
Unesco-IHE
InHolland
Zuyd Hogeschool
Hanzehogeschool
Avans Hogeschool
Haagse Hogeschool
HAS Den Bosch
CAH Videntum
Fontys
Hogeschool van Arnhem en Nijmegen
Christelijke Hogeschool Windesheim

Name of the Licensee: SURFmarket

APPENDIX B – LICENSED ELECTRONIC JOURNALS – THE DATABASE

[Licensee: SURFmarket]

The Database will comprise all subscription-based journal titles published on Wiley Online Library (or any successor platform) including titles previously excluded from collections, transfer titles and newly launched journals. The only current exception is *The Journal of the European Economic Association*, which is excluded from this Agreement under the terms of Wiley's agreement with the journal's society sponsor.

The complete list of titles included for 2016 in the Database is available at http://media.wiley.com/assets/7309/27/2016_Database_Model_Journal_List.pdf.

Archival Access

The subscription will entitle the Licensee to online access to the electronic files of all content published in the journals that comprise the Database during the term of the subscription and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley. For the avoidance

of doubt, this does not include any material included in Backfiles for the same journals.

Perpetual Access

Upon termination of this License, Wiley will provide the Licensee with perpetual access to the electronic files of all content published in the journals that comprise the Database during the term of the subscription, where Wiley has the rights to deliver this. For the avoidance of doubt, the Licensee will retain perpetual access rights to current electronic files and retrospective content, generally back to 1997, for any journals in which the Licensee currently has such rights. No perpetual access rights are provided under this Appendix B for any material included in Backfiles for the same journals.

Wiley, in its discretion, will either continue online access to the same material on Wiley's server or provide an archival copy in the electronic medium selected by Wiley. By providing such access Wiley grants to the Licensee a nonexclusive, royalty-free, license to use such material in accordance with the restrictions on use specified in Paragraph C of the Agreement, which restrictions shall survive any termination of the Agreement.

Publishing Rights

The KNAW will be eligible to use the publishing rights on Open Access as described in the main license and will have the VSNU participation rights to this license.

Pricing:

(a) Year 1

- 2016 Database Fee:

CWI	Database Access	€	26,611
KNAW	Database Access & Publishing Rights	€	88,619
Unesco-IHE	Database Access	€	19,324
InHolland	Database Access	€	2,995
Zuyd Hogeschool	Database Access	€	2,995
Hanzehogeschool	Database Access	€	6,204
Avans Hogeschool	Database Access	€	2,995
Haagse Hogeschool	Database Access	€	4,153
HAS Den Bosch	Database Access	€	2,995
CAH Videntum	Database Access	€	2,995
Fontys	Database Access	€	5,474
Hogeschool van Arnhem en Nijmegen	Database Access	€	7,730
Christelijke Hogeschool Windesheim	Database Access	€	2,995

-

(b) Year 2

- The 2017 Database Fee will be calculated as the 2016 Database Fee + a price increase.
% Price Increase: 3,5%
- The 2017 Database fee may change if there is a material change to the number and value of the journal titles included in the Database.

Wiley will submit to the Licensee by September 1, 2016 a list of the online editions of all journals in the Database that will be made available on Wiley Online Library (or any successor platform) in the following year including all confirmed new and transfer journal titles. For journal titles that are transferred out of the Database, Wiley will use all reasonable efforts to comply with

the Transfer Code of Practice or to the then-prevailing industry standard.

In the event of a material change as described above, the parties shall negotiate in good faith an appropriate amount as a fair compensation for such material change.

(c) **Year 3**

- The 2018 Database Fee will be calculated as the 2017 Database Fee + a price increase.
% Price Increase: 3,5%
- The 2018 Database fee may change if there is a material change to the number and value of the journal titles included in the Database.

Wiley will submit to the Licensee by September 1, 2017 a list of the online editions of all journals in the Database that will be made available on Wiley Online Library (or any successor platform) in the following year including all confirmed new and transfer journal titles. For journal titles that are transferred out of the Database, Wiley will use all reasonable efforts to comply with the Transfer Code of Practice or to the then-prevailing industry standard.

In the event of a material change as described above, the parties shall negotiate in good faith an appropriate amount as a fair compensation for such material change.

(d) **Year 4**

- The 2019 Database Fee will be calculated as the 2017 Database Fee + a price increase.
% Price Increase: 3,5%
- The 2018 Database fee may change if there is a material change to the number and value of the journal titles included in the Database.

Wiley will submit to the Licensee by September 1, 2017 a list of the online editions of all journals in the Database that will be made available on Wiley Online Library (or any successor platform) in the following year including all confirmed new and transfer journal titles. For journal titles that are transferred out of the Database, Wiley will use all reasonable efforts to comply with the Transfer Code of Practice or to the then-prevailing industry standard.

In the event of a material change as described above, the parties shall negotiate in good faith an appropriate amount as a fair compensation for such material change.

Subscriptions to Journals not included in the Database: The Licensee may subscribe to journals not included in the Database by placing orders directly via Wiley's Journal Customer Service Department at cs-journals@wiley.com or via a subscription agent. These subscriptions will not be covered by the terms of this Agreement.

Print Subscription Pricing:

The Licensee can purchase print subscriptions to journals in the Database to which the Licensee subscribes at a deeply discounted rate at the prevailing rate. This does not apply to:

- (a) Titles published in e-only format by Wiley.
- (b) Titles for which print subscriptions are only available through a Print-on-Demand option. Print on Demand subscriptions are not eligible for any discount.

Print subscriptions should be ordered directly via the Wiley Customer Services department, or through Wiley Online Journals License for SURFmarket



an agent.

Cancellation before Expiry

Hogeschool Member Institutions are allowed to cancel their individual license at the end of a license year with a three month notice in advance.

Cancellation for budget reasons

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

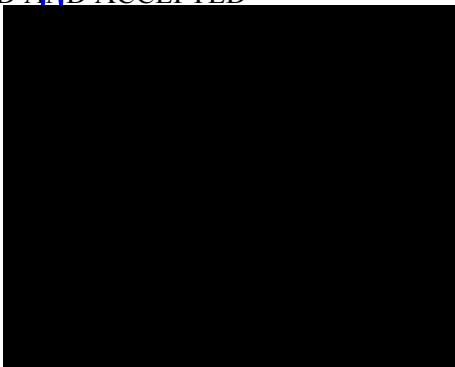
AGREED ^A AND ACCEPTED
VSNU

By:

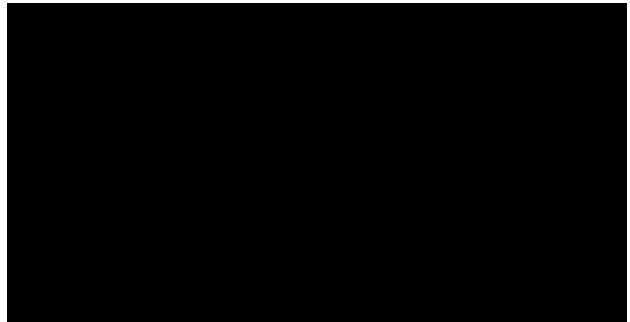
Name:

Title:

Date:



WILEY SUBSCRIPTION SERVICES, INC.



**Addendum to the Wiley Online Journals License
SURFmarket Agreement number: BO201600016**

Addendum

**to the Wiley Online Journals License
between SURFmarket and Wiley Subscription Services**

The Wiley Online Journals License SURFmarket b.v. and Wiley Subscription Services dated 19 April 2016 with number BO201600016, is hereby amended, as follows:

Amended Appendixes:

- Appendix D

All other terms and conditions of the Agreement remain in full force and effect.

Thus agreed, drawn up in duplicate, and signed

in

on

in

Pricing:

(a) Year 1

- 2016 Database & hybrid OA Publishing Fee: €3,875,880
- Two invoices to be issued simultaneously, with different payment terms:
 - Invoice 1: 50% payable within 30 days of receipt of invoice;
 - Invoice 2: 50% payable by June 1st 2016

(b) Year 2

- The 2017 Database & hybrid OA Publishing Fee will be calculated as the 2016 Database Fee + a price increase.
% Price Increase:3,5%

Total 2017 Database & hybrid OA Publishing Fee: €4,011,536

The 2017 Database & hybrid OA Publishing Fee may change if there is a material change to the value of the journal titles included in the Database. In this context, a 'material change' shall mean:

- the addition of new or the deletion of existing journal titles leading to an increase or decrease of 5% or more annually in the total number of journal titles in the Database;
or
- the addition of new or the deletion of existing journal titles leading to an increase or decrease of 5% or more annually in Wiley's total financial value (based on institutional e-only subscription price) of the journal titles in the Database;
or
- the deletion of journal titles of particular value to the Licensee annually, based on usage of the journal title, from the Database.

Wiley will submit to the Licensee by September 1, 2016 a list of the online editions of all journals in the Database that will be made available on Wiley Online Library (or any successor platform) in the following year including all confirmed new and transfer journal titles. For journal titles that are transferred out of the Database, Wiley will use all reasonable efforts to comply with the Transfer Code of Practice or to the then-prevailing industry standard.

In the event of a material change as described above, the parties shall negotiate in good faith an appropriate amount as a fair compensation for such material change.

(c) Year 3

- The 2018 Database & hybrid OA Publishing Fee will be calculated as the 2017 Database & hybrid OA Publishing Fee + a price increase.
% Price Increase:3,5%

Total 2018 Database & hybrid OA Publishing Fee: €4,151,940

The 2018 Database & hybrid OA Publishing Fee may change if there is a material change to the number and value of the journal titles included in the Database. In this context, a 'material change' shall mean:

- the addition of new or the deletion of existing journal titles leading to an increase or decrease of 5% or more annually in the total number of journal titles in the Database;
or
- the addition of new or the deletion of existing journal titles leading to an increase or decrease of

5% or more annually in Wiley's total financial value (based on institutional e-only subscription price) of the journal titles in the Database;

or

- the deletion of journal titles of particular value to the Licensee annually, based on usage of the journal title, from the Database.

Wiley will submit to the Licensee by September 1, 2017 a list of the online editions of all journals in the Database that will be made available on Wiley Online Library (or any successor platform) in the following year including all confirmed new and transfer journal titles. For journal titles that are transferred out of the Database, Wiley will use all reasonable efforts to comply with the Transfer Code of Practice or to the then-prevailing industry standard.

In the event of a material change as described above, the parties shall negotiate in good faith an appropriate amount as a fair compensation for such material change.

(d) Year 4

- The 2019 Database & hybrid OA Publishing Fee will be calculated as the 2018 Database Fee + a price increase.
% Price Increase: 3,5%

Total 2019 Database & hybrid OA Publishing Fee: €4,297,257

The 2019 Database & hybrid OA Publishing Fee may change if there is a material change to the number and value of the journal titles included in the Database. In this context, a 'material change' shall mean:

- the addition of new or the deletion of existing journal titles leading to an increase or decrease of 5% or more annually in the total number of journal titles in the Database;
or
- the addition of new or the deletion of existing journal titles leading to an increase or decrease of 5% or more annually in Wiley's total financial value (based on institutional e-only subscription price) of the journal titles in the Database;
or
- the deletion of journal titles of particular value to the Licensee annually, based on usage of the journal title, from the Database.

Wiley will submit to the Licensee by September 1, 2018 a list of the online editions of all journals in the Database that will be made available on Wiley Online Library (or any successor platform) in the following year including all confirmed new and transfer journal titles. For journal titles that are transferred out of the Database, Wiley will use all reasonable efforts to comply with the Transfer Code of Practice or to the then-prevailing industry standard.

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Print subscriptions should be ordered directly via the Wiley Services department, or through an agent.



