



Scopus Framework Agreement

SURF and Elsevier

2025 – 2026 (2027)



SCOPUS FRAMEWORK AGREEMENT

The undersigned:

SURF B.V., a private limited company with its registered office at Moreelsepark 48, 3511EP Utrecht, The Netherlands, duly represented in this by its [REDACTED] and referred to hereinafter as “**SURF**”;

and

Elsevier B.V., with its registered office at Radarweg 29, 1043 NX, Amsterdam, The Netherlands, duly represented in this by [REDACTED], referred to hereinafter as “**Publisher**”;

hereinafter jointly referred to as the “**Parties**” or each separately as a “**Party**”;

Whereas

- SURF is a subsidiary of Cooperatie SURF U.A., a cooperative association of Dutch educational and research institutions, including the Institutions specified in Schedule A;
- Publisher is the licensor of the Licensed Material;
- The Institutions wish to acquire Rights of Use in respect of the Licensed Material as defined in Schedule C-b;
- SURF provides Intermediary Services to the Institutions for the purpose of concluding and managing Licence Agreements between the Institutions and Publisher regarding the Rights of Use in accordance with the Model Licence Agreement attached hereto as Schedule C;
- Publisher is prepared to grant the Institutions the Rights of Use on the conditions of this Framework Agreement and the Model Licence Agreement;
- In respect of this Framework Agreement, SURF is acting as a Consortium manager for and, where relevant, on behalf of the Institutions.

Declare that they have agreed as follows:

Definitions

Definition	Description
Consortium	The group of Institutions entering into Licence Agreements with Publisher.
Contact Person	Means the Contact Person(s) appointed by SURF and Publisher, respectively, for dealing with all matters regarding the execution of the Framework Agreement as specified in Article 17.
End-User	Those persons based in the Netherlands who are affiliated with and authorized by an Institution to have access to the Licensed Material, i.e. its current students, faculty members, researchers, staff members, librarians, scientific staff and other executives or employees, retired scientific staff, contractors engaged by the Institution to have access to the Licensed Material engaged by the Institution for contract research work. End-Users may also include walk-in users of the general public authorized to access and use the Licensed Material from designated terminals within the Institution's library facilities for purposes of personal research, education or other non-corporate use ("Walk-in Users").
Force Majeure Event	An event in which a Party fails to fulfill or perform any obligation under this Framework Agreement for reasons beyond its reasonable control as defined in art. 6:75 Dutch Civil Code, including, but not limited to: natural disasters, armed conflict, terrorism, riot, civil disturbance, embargo, sanctions, acts of civil or military authority or other widespread disturbances affecting many businesses, epidemic, pandemic, breakdown of public utilities, floods, fires, strikes, or labor disputes. The Parties agree that the departure of one or more members of the Euro zone will not, in and of itself, be a "circumstance beyond its control" and will not have the effect of discharging or excusing performance of (any obligation under) this Framework Agreement.
Framework Agreement	This Framework Agreement 2025-2026 with an option for SURF to extend for 2027 and its associated Schedules.
Institutions	The educational and academic research institutions in the Netherlands as listed in Schedule A.
Intermediary Services	The intermediary services provided by SURF to the Institutions in connection with the negotiation, conclusion and management of Licence Agreements between the Institutions and Publisher.
Licence	The Licence granted to an Institution under the Licence Agreement.
Licence Agreement	The Model Licence Agreement regarding the Rights of Use between Publisher and Institutions attached as Schedule C.
Licence Fee	The charge(s) payable for the Licensed Material as specified in Schedule B and agreed between Publisher and SURF on behalf of the Institutions.
Licensed Material	Publisher's content specified in Schedule B covered by the Rights of Use .
Read and Publish Agreement	The Read and Publish Agreement signed between the Parties on 6 January 2025.
Rights of Use	The rights to use the Licensed Material granted by Publisher to an Institution and their End-Users in accordance with the terms of the Licence Agreement.
Schedules	The appendices to this Framework Agreement, which form an integral part of this Framework Agreement and the Model Licence Agreement, where relevant.
Term	The term of this Framework Agreement as specified in Article 1.4.

Article 1 Subject and Term

- 1.1 The Parties agree that SURF will act as an intermediary between Publisher and the Institutions specified in Schedule A for the conclusion and management of Licence Agreements.
- 1.2 All Institutions listed in Schedule A may enter into a Licence Agreement with Publisher according to the Model Licence Agreement in Schedule C.
- 1.3 Publisher will make the Licensed Material available to the Institutions and grant the Rights of Use under the terms and conditions of the Licence Agreement. Access to the Licensed Material by an Institution entering into the Licence Agreement will be based on designated IP ranges for identification of its End-Users and/or two (2) credentials, through SURFconext. Such designated IP ranges will be delivered by SURF to Publisher on the Institution's behalf as further set out in Article 4.2 of this Agreement subject to the terms and conditions as set out in Article 6 of the Licence Agreement.
- 1.4 This Framework Agreement is entered into for a Term of two (2) years, commencing on 1 January 2025 and consequently ending on 31 December 2026, unless terminated prematurely as provided for in Article 13 of this Framework Agreement. SURF may extend the Framework Agreement with one (1) additional year until 31 December 2027 upon ninety (90) days' written notice under the same terms except for the Licence Fee which is as set out in Schedule B of the Framework Agreement. The Parties understand and appreciate that with regard to the future expiration of this Framework Agreement, it is in the mutual interest of Publisher and the Consortium to enter into timely renewal discussions to work towards an uninterrupted provision of access to Licensed Material, unless the Consortium or Publisher is not interested in a renewal.

Article 2 General obligations of the Parties

- 2.1 Each Party shall, at all times:
 - a. act reasonably and in good faith with respect to matters that relate to this Framework Agreement;
 - b. perform its obligations under this Framework Agreement in a professional manner, using staff members that are sufficiently skilled and qualified for their tasks;
 - c. hold meetings (including meetings relating to planning, review and issue resolution) as necessary and report to the other on a regular basis in order to keep the other fully informed of the progress of work required under this Framework Agreement;
 - d. acknowledge the challenges and complexities created by rapidly emerging technologies such as AI technologies, and commit to mutual support in developing policies and protocols for both Parties' benefit. Therefore, the Parties agree to monitor the landscape and, if necessary, to discuss and negotiate in good faith amendments to the terms of the TDM and artificial intelligence clauses in the Licence Agreement upon renewal of the Framework Agreement; and
 - e. work together in a collaborative manner to ensure timely progress and fulfilment of this Framework Agreement.

Article 3 Performance of Publisher

3.1 For the entire duration of the Framework Agreement, Publisher shall:

- a. cooperate with SURF and do everything reasonably necessary to enable SURF to provide the Intermediary Services;
- b. provide (online) access to and availability of the Licensed Material with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Institutions and their End-Users, and to restore service as soon as possible in the event of an interruption or suspension of service. If, due to causes within its reasonable control, Publisher is unable to provide the Institutions with access to the service for reasons attributable to Publisher for a period exceeding three (3) consecutive days, then Publisher shall refund to SURF the amount of the Licence Fee calculated by dividing the number of days of downtime by 365 and multiplied by the amount of the Licence Fee for the then current year. The remedy provided herein is in addition to and not exclusive of any other rights and remedies that SURF may have under this Framework Agreement and at law or in equity;
- c. ensure adequate capacity and bandwidth to support the use of the Licensed Material by the Institutions and their End-Users as further set out in the Licence Agreement;
- d. provide the Institutions and its End-Users support through a professional helpdesk with sufficiently qualified and skilled staff members which can be reached on-line, by telephone and by e-mail, during official office hours (Monday through Friday from 0900 to 1800 CET, excluding recognized holidays) at no additional charge to the Institutions; and
- e. fully comply with all other Publisher commitments as provided for under each Licence Agreement.

Article 4 Performance SURF

- 4.1 SURF shall act as Consortium manager and intermediary between Publisher and the Institutions and facilitate the conclusion of Licence Agreements in accordance with this Framework Agreement. SURF shall not do or say anything that may create the impression that SURF's authority to act as intermediary between the Institutions and Publisher extends any further than specified in this Framework Agreement.
- 4.2 To facilitate access to the Licensed Material by the End-Users of each Institution subscribing to the Licence Agreement, SURF shall provide the relevant IP ranges of the Institution to Publisher. The designated IP ranges of each Institution may be updated by SURF from time to time during the Term. Article 6 of the Licence Agreement will apply in addition. For avoidance of doubt: SURF shall not have any other responsibilities in relation to the provision of technical access to the Licensed Material.
- 4.3 SURF shall act as an intermediary in connection with the conclusion of Licence Agreements only for the Institutions specified in Schedule A, unless otherwise agreed upon in writing.
- 4.4 SURF shall not make any statements or promises to Institutions or their End-Users regarding the functioning or other aspects of the Licensed Material that are incorrect or misleading. SURF shall indemnify Publisher for any claims for damages of Institutions or their End-Users based on such - incorrect or misleading statements or promises, provided that Publisher i) gives prompt notice of such a claim to SURF, ii) provides such cooperation and assistance to SURF as is reasonably necessary to defend the claim, and iii) allows SURF to have sole control of the defense, except that Publisher retains the right to participate in the defense at its own expense.
- 4.5 SURF shall notify Publisher without undue delay in case it becomes aware of any incident or interruption in (the functioning of) and/or online access to the Licensed Material concerning any of

the Institutions and/or of any complaints of Institutions about Publisher or the services provided under the Licence Agreement.

- 4.6 SURF shall be responsible for contract management of Licence Agreements in accordance with Article 5 below.

Article 5 Accession to the Licence Agreement

- 5.1 Publisher will grant the Rights of Use to the Institutions by concluding a Licence Agreement according to Schedule C with each Institution separately. Upon acceptance of the Licence Agreement by an Institution and notification thereof by SURF to Publisher, Publisher and the Institution will be fully bound by its terms.
- 5.2 Through the online contract management tool used by SURF called “ConsortiaManager”, SURF will enable Institutions to subscribe to the Licence Agreement with Publisher by accepting its terms. Through ConsortiaManager, Publisher will be informed each time an Institution places an order of the Licensed Material, thereby accepting the terms of the Licence Agreement and entering into a Licence Agreement with Publisher.
- 5.3 Publisher is not required to enter into a Licence Agreement with any institution not included on Schedule A and it may reject orders of the Licensed Material of such institutions placed in ConsortiaManager unless otherwise agreed with SURF and the institution.
- 5.4 Publisher shall not impose upon Institutions or their End-Users any additional licence terms and/or terms and conditions of use of the Licensed Material in addition to the terms of the Licence Agreement, unless explicitly agreed upon by SURF or the relevant Institution(s) individually.

Article 6 Evaluation

- 6.1 SURF and Publisher shall evaluate their cooperation and Publisher's performance of the Framework Agreement and the Licence Agreements at least twice each calendar year or as often as reasonably requested by SURF. SURF may represent the Institutions in these evaluations and act on their behalf.
- 6.2 The evaluation shall cover the following points, where relevant: any issues or possible improvements in the cooperation between SURF, the Institutions and Publisher, the performance of Publisher, the reports and statistics delivered by Publisher, invoicing and payment procedures, possible improvements in the performance (changes, additions etc.), complaints (if any) received from Institutions, innovation opportunities and service levels of Publisher to the Institutions. In the evaluation meetings, the general findings of all Parties about the levels and quality of the performance shall be discussed, as well as any identified problems, improvement measures and escalations, where necessary, without prejudice to any of the Party's rights and remedies under this Framework Agreement.
- 6.3 Unless otherwise agreed, the evaluation meetings shall always be attended by the Parties' Contact Persons or their successors. Where required, other representatives of the Parties may be present. Upon request, Institutions who have acquired a Licence may take part in evaluation meetings.

Article 7 Limitation of Liability

- 7.1 SURF is not liable for any failure of an Institution to perform its obligations under the Licence Agreement, or for any violation of the Licence Agreement by an Institution's End-User unless attributable to SURF.

- 7.2 Except for SURF's payment obligations under the Framework Agreement, for which SURF remains fully responsible and liable, the exclusions set out in Article 7.3 below and to the extent permitted by applicable law, in no event will SURF, Publisher or its suppliers be liable for any indirect or consequential damages which include loss of data, the other Party's business interruption or loss of profits, arising out of or in connection with this Framework Agreement. SURF, Publisher and its suppliers shall be liable for direct damages (meaning damages that are not indirect or consequential damages) to the other Party which liability shall not exceed a sum equal to one percent (1%) of the total Licence Fee payable by SURF under the Read and Publish Agreement during the twelve (12) month period immediately preceding the date on which the claim arose, even if the other Party has been advised of the possibility of such liability or damages.
- 7.3 SURF and Publisher are liable under this Framework Agreement for:
- a) liability for death or personal injury;
 - b) liability for damages caused by gross negligence, fraud and/or wilful intent of a Party; or
 - c) any other liability which cannot be contractually excluded under applicable law.

All other liability is expressly excluded.

Article 8 Intellectual Property Rights

- 8.1 Each Party shall be entitled to make use of the other Party's trademarks, trade names or other identifying information solely to perform its obligations under this Framework Agreement and SURF may identify or present the Licensed Material to the Institutions in the context of its Intermediary Services.
- 8.2 It is agreed and acknowledged that Publisher or its licensors own all of the intellectual property rights vested in the Licensed Material and that the unauthorized redistribution or dissemination online of the Licensed Material could materially and irreparably harm Publisher and its suppliers. This Framework Agreement does not assign or transfer any right, title or interest in any intellectual property rights to SURF, or vice versa.
- 8.3 Parties shall not register, or apply for registration of, one another's trademarks, trade names, or other indications of origin or any other marks or symbols similar to them or register any domain names that include such marks or symbols.
- 8.4 SURF shall be entitled to refer to itself in respect of the Licensed Material as an authorised intermediary.

Article 9 Licensed Material and Licence Fee

- 9.1 Schedule B provides a specification of the Licensed Material and Licence Fee applicable to the Licence Agreements. SURF shall be responsible for payment of the Licence Fee for the Institutions obtaining a Licence, in accordance with the payment conditions specified in Schedule B. For avoidance of doubt: this means that payment of Licence Fee is the responsibility of SURF and that Publisher may not invoice any (part of) the Licence Fee to any of the Institutions separately. Invoicing and payment takes place in accordance with Article 10 of this Framework Agreement.
- 9.2 Based on a cost allocation model determined between SURF and the Institutions, SURF may charge a mark-up on the Licence Fee to the Institutions as a compensation for its Intermediary Services. Publisher is not a party to these arrangements between SURF and the Institutions, which shall be

entirely within their discretion. SURF and the Institutions are not obliged to disclose their agreements in this regard to Publisher.

- 9.3 The Licence Fee is paid as a single fee for the Rights of Use granted to an Institution under the Licence Agreement. Publisher may not charge SURF, the Institutions or their End-Users any additional fees or charges for the Rights of Use of the Licensed Material, unless explicitly agreed upon and/or stated in the Licence Agreement.

Article 10 Reporting and Invoicing

- 10.1 Publisher will submit its invoice for the Licence Fee solely to SURF and not directly to any of the Institutions. The invoices will be addressed to SURF as the paying Party in reference to the correct order number.

- 10.2 All invoices of Publisher will be submitted through the following email address of SURF: facturen@surf.nl. Invoices will not be processed by SURF unless they are correctly submitted in accordance with this Article 10 and any specific invoicing conditions stipulated in Schedule B.

The Licence Fee will not be invoiced earlier than two (2) months before the start of the relevant year of the Term.

- 10.3 SURF shall pay to Publisher the Licence Fee set forth in Schedule B within sixty (60) days of date of invoice for the Licence Fee due for the first year of the Term and, thereafter, upon receipt of a timely invoice, no later than 15 December for the Licence Fee due for the following year of the Term. Late payments will be subject to legal commercial interest charges (referred to in section 6:119a of the Dutch Civil Code) on the unpaid balance, to the extent it relates to undisputed sums. If SURF disputes, in good faith, any amount on Publisher's invoice, SURF will provide written notice of the dispute to Publisher along with full supporting documentation within fifteen (15) business days, and SURF shall have the right to suspend payment of the relevant invoice as long as the Parties have not resolved the dispute. SURF and Publisher will use all reasonable efforts to resolve and settle such dispute within ten (10) business days thereafter. Once the invoice dispute is resolved and settled, SURF will pay the amount due within sixty (60) days following resolution of the dispute. In addition to other remedies provided in this Framework Agreement, Publisher reserves the right to suspend access to the Licensed Material upon thirty (30) days' prior written notice and without incurring liability if 1) the full amount of any undisputed invoice hereunder has not been paid within the agreed payment deadline or 2) any undisputed invoice is outstanding under previous agreements between Parties for the Licensed Material. The suspension of the Institution's access for non-payment or on any other grounds provided herein is without prejudice to the Institutions' obligation to pay its outstanding and future invoice amounts in full. Publisher and the Institutions acknowledge that the Licence Fee payable under this Framework Agreement is not in the nature of royalties and consequently no withholding tax should be applied to the Licence Fee. The Licence Fee will be exclusive of any sales, use, value added, withholding or similar tax and SURF will be liable for any such taxes in addition to the Licence Fee. Any sum to be paid by SURF to Publisher under this Framework Agreement will be paid by way of transfer to Publisher's bank account in the Netherlands. The currency of account and the currency of payment for any sum to be paid by SURF to Publisher under this Framework Agreement will be EUR. SURF will be charged Dutch value added tax (VAT). SURF will promptly notify Publisher of any changes to its VAT Identification Number or VAT status. Publisher may charge SURF any VAT, fines, penalties, interest and other costs that Publisher may incur as a result of incorrect VAT information provided by SURF.

10.4 *Usage Data Reports.*

10.4.1 Publisher will make usage data and statistics reports on the usage activity of each Institution available to SURF in its role as Consortium manager, at the request of SURF, and on a monthly basis to SURF for internal use by the Consortium only. Such reports may be accessed by vendors or other third parties retained by SURF only with the express written permission of Publisher and for the purpose of usage analysis of the Institution. Publisher further confirms that such usage statistics will adhere to the specifications of the COUNTER Code of Practice (<https://www.countermetrics.org>).

Article 11 Delivery of Licensed Material

11.1 Publisher shall grant each Institution the Rights of Use upon their acceptance of the Licence Agreement in accordance with Article 5 of this Framework Agreement.

Article 12 Guarantee

12.1 Publisher guarantees that it has full power and authority to enter into this Framework Agreement and the Licence Agreements and to grant the Rights of Use to the Institutions pursuant to the terms of the Licence Agreement without infringing or violating any third party rights.

12.2 SURF guarantees that it is duly authorized to enter into this Framework Agreement, to provide the Intermediary Services and to act on behalf of the Institutions for the purpose of this Framework Agreement.

Article 13 Premature Termination or Dissolution

13.1 This Framework Agreement automatically expires at the end of the Term, unless the Parties agree on its renewal. Any right of termination without cause before expiry of the Term is expressly excluded.

13.2 Either Party may – upon giving written notice to the other Party – terminate this Framework Agreement for cause in any of the following circumstances, without any obligation to pay damages, if:

- a. the other Party commits a material breach of this Framework Agreement and that breach is irremediable or (if that breach is remediable) fails to remedy that breach within a period of thirty (30) calendar days after being notified in writing to do so;
- b. if the other Party becomes insolvent or bankrupt or seeks or makes any assignment or other arrangement for the benefit of its creditors or suffers or takes any analogous action in any territory to whose jurisdiction it is subject, or if a request for bankruptcy is filed by or against the other Party, or if a receiver in the bankruptcy of such a Party is appointed;
- c. the other Party ceases or threatens to cease to carry on all or substantially the whole of its business;
- d. the other Party is prevented or hindered from carrying out its obligations under this Framework Agreement as a result of any Force Majeure Event for any continuous period in excess of sixty (60) calendar days.

13.3 Upon termination by SURF for material breach of Publisher, Publisher will refund to SURF that portion of the paid Licence Fee attributable to the unused portion of the remainder of the Term of the Framework Agreement.

If the termination of an individual Licence Agreement pursuant to Article 11.2 of such Licence Agreement, represents more than 20% of the total of the annual Licence Fee as set forth in Schedule B of the Framework Agreement, Publisher reserves the right to terminate this Framework Agreement and all Licence Agreements in whole.

- 13.4 Termination of this Framework Agreement – whether in whole or in part – shall be without prejudice to the rights of either Party – accrued prior to or after such termination or expiration – in respect of any default or breach or any other act or omission prior thereto and shall in no way affect the survival of any right, duty and/or obligation which is expressly stated in this Framework Agreement to survive termination or which by its nature is intended to survive termination of this Framework Agreement.

Article 14 Personal data

- 14.1 The Parties may provide each other with personal data in the course of their performance of this Framework Agreement. In this regard, the Parties acknowledge and agree that any processing and transfer of such personal data will be done in accordance with the applicable data protection laws and each Party will comply, and will be responsible for its compliance, with the obligations applicable to it under said laws. The Parties acknowledge and agree that each Party is an independent controller, and not a processor, in respect of the personal data processed or shared in the course of the performance of this Framework Agreement, unless the context explicitly provides otherwise, in which case the Parties will negotiate and conclude a data processing agreement in good faith.

Article 15 Indivisibility of contract documents

- 15.1 The following Schedules shall be incorporated into and form an inseparable part of this Framework Agreement:

Schedule A: Institutions;

Schedule B: Description of Licensed Material and Licence Fee;

Schedule C: Model Licence Agreement with Schedules.

Article 16 Contact Persons

- 16.1 The Contact Person(s) of SURF for all notifications and practical matters regarding the execution of this Framework Agreement shall be:

Name: [REDACTED]
Title: [REDACTED]
Adress: [REDACTED]
Email: [REDACTED]

- 16.2 The Contact Person(s) of Publisher for all notifications and practical matters regarding the execution of this Framework Agreement shall be:

Name:

Title:

Address:

Email:

- 16.3 In case of resignation, dismissal or long-term absence of a Party's Contact Person for any reason, this Party shall timely arrange for replacement. In case of replacement, whether or not temporary, it shall inform the other Party's Contact Person(s) of the name and contact details of the replacement without delay.

Article 17 Miscellaneous Provisions

- 17.1 This Agreement and its Schedules constitute the entire agreement between the Parties and replace and supersede any and all prior or contemporaneous correspondence, negotiations, agreements and/or commitments between the Parties, whether written or oral, that relate to any matter covered by this Agreement.
- 17.2 Any general terms and conditions of delivery and/or payment and any other general or particular terms and conditions used by Publisher shall not apply and are hereby expressly rejected by SURF.
- 17.3 All notifications made by the Parties to one another pursuant to this Agreement shall be made in writing or by email to the Contact Person specified in Article 17 of this Agreement. Notifications by email shall have no legal effect unless confirmed in writing or by email.
- Notices shall be deemed to have been received:
- a. if sent by (registered) letter, on the date of delivery;
 - b. if sent by email, at the time and date of the electronic confirmation of receipt of the email.
- 17.4 A waiver of any right or remedy under this Agreement or by law shall only be effective if given in writing and shall not constitute a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- 17.5 Should any provision of this Agreement be or become invalid, illegal or unenforceable in any respect under any applicable law, in whole or in part, this shall not affect or impair the validity, legality or enforceability of the remaining terms. The Parties shall in such an event be obliged to cooperate in good faith in the creation of terms which achieve such legally valid result as comes closest commercially to that of the invalid provision. The above shall apply accordingly to the closing of any gaps in this Agreement.
- 17.6 An assignment by a Party of all or part of the Agreement requires the written consent of the other Party which consent shall not be unreasonably withheld.
- 17.7 No amendment to or alteration of this Agreement including its Schedules shall be effective unless made in writing and legally signed on behalf of each of the Parties hereto.
- 17.8 This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

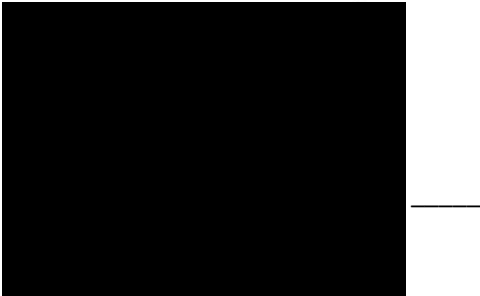
17.9 In case of any dispute between the Parties arising from or in connection with this Agreement which cannot be solved amicably, including any dispute regarding the existence or validity of this Agreement, the court of Midden-Nederland, the Netherlands, shall have exclusive jurisdiction.

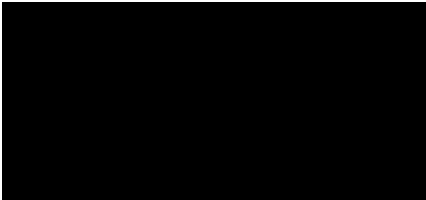
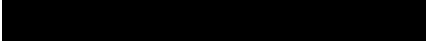
Signatures and Schedules

Thus agreed and signed,

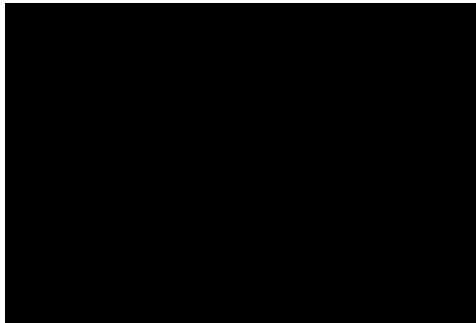
At  _____
On  _____

On behalf of SURF B.V.



At 
On 

On behalf of Elsevier B.V.



Agreement No. 1-24354699281



Schedule A Institutions

Dutch Universities

Name, English Name, Address, IP Ranges	ECR
Erasmus Universiteit Rotterdam, including Erasmus MC Erasmus University Rotterdam, including Erasmus MC Burgemeester Oudlaan 50 3062 PA ROTTERDAM [Redacted] [Redacted] [Redacted] [Redacted]	3091

Maastricht University, including Maastricht UMC Maastricht University, including Maastricht UMC Minderbroedersberg 4-6 6211 LK MAASTRICHT [Redacted] [Redacted] [Redacted] [Redacted]	2192
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Open Universiteit Nederland Open University Valkenburgerweg 177 6419 AT HEERLEN [Redacted] [Redacted] [Redacted] [Redacted]	10397318
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Radboud Universiteit, including Radboudumc Radboud University, including Radboudumc Houtlaan 4 6525 XZ NIJMEGEN [Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted]	10016990
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Rijksuniversiteit Groningen, including UMC Groningen University of Groningen, including UMC Groningen Broerstraat 4 9712 CP GRONINGEN [Redacted] [Redacted] [Redacted] [Redacted] [Redacted]	2672
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Technische Universiteit Delft Delft University of Technology Mekelweg 5 2628 CD Delft [Redacted] [Redacted] [Redacted] [Redacted]	2280
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Technische Universiteit Eindhoven 2282
Eindhoven University of Technology

Den Dolech 2
5612 AZ EINDHOVEN

[REDACTED]

Tilburg University 1745
Tilburg University

Warandelaan 2
5037 AB TILBURG

[REDACTED]
[REDACTED]
[REDACTED]

Universiteit Utrecht, including UMC Utrecht 2189
Utrecht University, including UMC Utrecht

Heidelberglaan 8
3584 CS UTRECHT

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Wageningen University & Research 10430774
Wageningen University & Research

Droevendaalsesteeg 4
6708 HB WAGENINGEN

[REDACTED]

Universiteit Van Amsterdam, including Amsterdam UMC 1747
University of Amsterdam, including Amsterdam UMC

Spui 21
1012 WX AMSTERDAM

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

University of Twente 101503
University of Twente

Drienerlolaan 5
7522 NB ENSCHEDE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Vrije Universiteit Amsterdam, including Amsterdam UMC 1750
Vrije Universiteit Amsterdam, including Amsterdam UMC

De Boelelaan 1105
1081 HV AMSTERDAM

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Royal Netherlands Academy of Arts and Sciences [KNAW will sign on behalf of its members]

Data Archiving & Networked Services 1214318
Data Archiving and Networked Services (DANS)

Anna van Saksenlaan 51
2593 HW Den Haag
[Redacted]

Fryske Akademy 10307881
Fryske Akademy (FA)

Doelestraat 8
8911 DX Leeuwarden
[Redacted]

Hubrecht Institute for Developmental Biology and Stem Cell Research 10087549
Hubrecht Institute for Developmental Biology and Stem Cell Research

Uppsalalaan 8
3584 CT Utrecht
[Redacted]

Huygens Institute 10040503
Huygens Institute for the History of the Netherlands (Huygens)

Oudezijds Achterburgwal 185
1012 DK AMSTERDAM
[Redacted]

Institute for War, Holocaust and Genocide studies, Netherlands 10320470
Institute for War, Holocaust and Genocide Studies (NIOD)

Herengracht 380
1016 CJ Amsterdam
[Redacted]

Internationaal Instituut voor Sociale Geschiedenis 10064395
International Institute of Social History (IISH)

Cruquiusweg 31
1019 AT Amsterdam
[Redacted]

Meertens Instituut 335822
Meertens Institute

Oudezijds Achterburgwal 185
1012 DK Amsterdam
[Redacted]

Netherlands Institute for Neuroscience 1214376
Netherlands Institute for Neuroscience

Meibergdreef 47
1105 BA Amsterdam Zuidoost
[Redacted]

**Nederlands Instituut Oecologisch
Onderzoek** 335781

Netherlands Institute of Ecology (NIOO)

Droevendaalseweg 10
6708 PB WAGENINGEN

[REDACTED]

[REDACTED]

[REDACTED]

**Royal Netherlands Institute of Southeast
Asian and Caribbean Studies (KITLV),
Netherlands** 10026815

Royal Netherlands Institute of Southeast
Asian and Caribbean Studies (KITLV)

Witte Singel 27A
2311 BG Leiden

[REDACTED]

**Nederlands Interdisciplinair Demografisch
Institute** 10121504

Netherlands Interdisciplinary Demographic
Institute (NIDI)

Lange Houtstraat 19
2511 CV Den Haag

[REDACTED]

Westerdijk Fungal Biodiversity Institute 10235515

Westerdijk Fungal Biodiversity Institute

Uppsalalaan 8
3584 CT Utrecht

[REDACTED]

[REDACTED]

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**Netherlands Institute for Advanced
Humanities and Social Sciences** 335812

Netherlands Institute for Advanced Study in
the Humanities and Social Sciences (NIAS)

Korte Spinhuissteeg 3
1012 CG Amsterdam

[REDACTED]

KNAW Humanities Cluster 100511003

KNAW Humanities Cluster

Oudezijds Achterburgwal 185
1012 DK Amsterdam

[REDACTED]

Rathenau Instituut 10271555

Rathenau Institute

Anna van Saksenlaan 51
2593 HW Den Haag

[REDACTED]

**Koninklijke Nederlandse Akademie Van
Wetenschappen** 100435

Royal Netherlands Academy of Arts and
Sciences

Kloveniersburgwal 29
1011 JV AMSTERDAM

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The Dutch Research Council (NWO)

[NWO will sign on behalf of its members]

Advanced Research Center for Nanolithography (ARCNL) 32824656
Advanced Research Center for Nanolithography (ARCNL)

Science Park 106
1098 XG Amsterdam

AMOLF 338613
AMOLF

Science Park 104
1098 XG AMSTERDAM

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[Redacted]
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[Redacted]

ASTRON Netherlands Institute for Radio Astronomy 1208014
ASTRON Netherlands Institute for Radio Astronomy

Oude Hoogeveensedijk 4
7991 PD Dwingeloo

Centrum Wiskunde En Informatica 338243
CWI Research Institute for Mathematics and Computer Science in The Netherlands.

Science Park 123
1098 XG AMSTERDAM

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[Redacted]

DIFFER Dutch Institute for Fundamental Energy Research 1221360
DIFFER Dutch Institute for Fundamental Energy Research

De Zaale 20
5612 AJ Eindhoven

Schedule B Description of Licensed Material

Licensed Material - Publisher	Access	2025	2026	2027
Scopus	scopus.com	€814,139.68	€834,493.17	€855,355.50
TOTAL FEES		€814,139.68	€834,493.17	€855,355.50

(amounts exclusive of VAT)

Explanation of Types of Licence Agreement and Licence Fee

The Licence Fee is payable by SURF on behalf of the Institutions entering into the Licence Agreement.

Subject to payment of the Licence Fee by SURF, Publisher will grant to the Institutions the Rights of Use in accordance with the terms of the Licence Agreement.

Conditions

1. The product named above comprise access rights to the Licensed Material detailed in Schedule C-b;
2. The Licence year for this Agreement and any Licence Agreement is set to start on January 1st and expires on December 31st;
3. Prices are in Euro, exclusive of VAT.

Schedule C Model Licence Agreement

The undersigned:

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

and

Elsevier B.V., with its registered office at Radarweg 29, 1043 NX, Amsterdam, The Netherlands, duly represented in this matter by its [REDACTED], referred to hereinafter as “**Publisher**”;

hereinafter jointly referred to as the “**Parties**” or each separately as a “**Party**”.

Whereas:

- Publisher is the licensor of the Licensed Material;
- The Institution wishes to acquire Rights of Use in respect of the Licensed Material specified in Schedule C-b;
- Publisher and SURF, acting as intermediary of the Consortium, have agreed upon the terms of this Licence Agreement in the Framework Agreement dated 6 January 2025;
- The Institution and Publisher therefore agree to be bound by the terms of this Licence Agreement upon acceptance by the Institution in accordance with Article 1.4 below.

Declare that they have agreed as follows:

Definitions

Definition	Description
Artificial Intelligence Tool" ("AI Tool")	A machine-based program, system, or tool that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments as set out in the EU AI Act (i.e. Regulation (EU) 2024/1689).
Consortium	The group of Institutions entering into a Licence Agreement with Publisher.
Contact Person(s)	The Contact Person(s) appointed by the Institution and Publisher, respectively, for dealing with all matters regarding the execution of this Licence Agreement, as specified in Article 13 of this Licence Agreement.
Course Packs	Individual items from the Licensed Material assembled by staff members of the Institution for the purpose of training, education (including instructions), either in printed, electronic or non-print perceptible (audio or braille) form, possibly within a virtual learning/research environment for personal use by End-Users only and provided that the downloaded and printed individual items shall carry appropriate acknowledgement of the source, title, author and publisher and the downloaded individual items are deleted by the end of each semester or trimester in which it is used (with such deletion confirmed in writing to Publisher upon request).
Documentation	Any descriptions, specifications or manuals concerning the Licensed Material provided by Publisher.
End-User	Those persons based in the Netherlands who are affiliated with and authorized by an Institution to have access to the Licensed Material, i.e. its current students, faculty members, researchers, staff members, librarians, scientific staff and other executives or employees, retired scientific staff, contractors engaged by the Institution to have access to the Licensed Material engaged by the Institution for contract research work. End-Users may also include walk-in users of the general public authorized to access and use the Licensed Material from designated terminals within the Institution's library facilities for purposes of personal research, education or other non-corporate use ("Walk-in Users").
End-User Data	Personal data, as defined in the GDPR, of End-Users collected and/or processed by Publisher within the context of the Licence Agreement.
Force Majeure Event	An event in which a Party fails to fulfill or perform any obligation under this Agreement for reasons beyond its reasonable control, as defined in art. 6:75 Dutch Civil Code, including, but not limited to: natural disasters, armed conflict, terrorism, riot, civil disturbance, embargo, sanctions, acts of civil or military authority or other widespread disturbances affecting many businesses, epidemic, pandemic, breakdown of public utilities, floods, fires, strikes, or labor disputes. The Parties agree that the departure of one or more members of the Euro zone will not, in and of itself, be a "circumstance beyond its reasonable control" and will not have the effect of discharging or excusing performance of (any obligation under) this Licence Agreement.
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
Institutions	The educational, academic and research institutions in the Netherlands as listed in Schedule A of the Framework Agreement.

Definition	Description
Intermediary Services	The intermediary services provided by SURF to the Institutions in connection with the negotiation, conclusion and management of Licence Agreements between the Institutions and Publisher.
Licence Agreement	This Model Licence Agreement concluded between Publisher and the Institution, having SURF as intermediary.
Licensed Material	Publisher's content specified in Schedules C-a and C-b, covered by the Institution's Rights of Use .
Framework Agreement	The Framework Agreement 2025 – 2026 with an option to extend for 2027 between SURF and Publisher specified in the preamble.
Rights of Use	The rights to use Licensed Material granted by Publisher to the Institution and their End-Users under this Licence Agreement.
Text and Data Mining ("TDM")	Any automated analytical technique aimed at analysing text and data in digital form in order to generate information which includes but is not limited to patterns, trends and correlations as set out in the EU DSM Directive (i.e. Directive (EU) 2019/790).
Schedules	The appendices to this Licence Agreement. The Schedules are an integral part of the Licence Agreement.
Support	The Support services of Publisher described in Article 4 of this Licence Agreement.
SURF	SURF B.V., a private limited company with its registered office at Moreelsepark 48, Utrecht, the Netherlands, acting as Consortium manager of the Institutions and providing the Intermediary Services to the Institutions.

Article 1 Subject of the Licence Agreement

- 1.1 Publisher hereby grants to the Institution and their End-Users the Rights of Use with respect to the Licensed Material listed in Schedule C-b, subject to the terms and conditions of this Licence Agreement.
- 1.2 Publisher shall provide access to the Licensed Material in Schedule C-b to the End-Users of the Institution, on the condition that subject to the Rights and Restrictions as set out in Article 5 of this Licence Agreement (i) the Licensed Material will only be used by the End-Users in connection with the academic educational activities and/or research carried out by the Institution; and (ii) the Licensed Material will only be used for non-commercial purposes. The Institution shall inform the End-Users of these usage restrictions regarding the Licensed Material. Use of the Licensed Material is not subject to any restrictions regarding the number of (simultaneous) End-Users. As agreed between SURF and Publisher in the Framework Agreement, access to the Licensed Material by the Institution's End-Users will be based on (1) designated IP ranges for identification of End-Users which will be delivered by SURF to Publisher, which may be updated from time to time during the Term, and/or (2) credentials, through SURFconext. Access will be subject to the conditions set out in Article 6 below.
- 1.3 If and where access of End-Users to the Licensed Material is provided through the Institution's online portal, the Institution shall be allowed to use an introductory screen in the Institution's own look and feel displaying its own logo or the logo of its library.
- 1.4 Unless specified otherwise by the Institution, the Licence Agreement shall take effect upon acceptance of the Licence Agreement by the Institution through the online contract management tool used by SURF called "ConsortiaManager". The signed Licence Agreement shall be made available by SURF to the Institution in such a way that the Licence Agreement can be stored by the Institution on a durable medium.

- 1.5 Without prejudice to the provisions set out in Article 11 (termination and dissolution), this Licence Agreement shall terminate on the date of termination of the Framework Agreement.

Article 2 Intellectual Property Rights

- 2.1 It is agreed and acknowledged that Publisher or its licensors own all of the intellectual property rights in respect of the Licensed Material and Documentation and that the unauthorized redistribution or dissemination online of the Licensed Material could materially and irreparably harm Publisher and its suppliers. This Licence Agreement does not assign or transfer any right, title or interest in these intellectual property rights to the Institution.
- 2.2 The Licensed Material shall remain the property of Publisher or its licensors, where relevant, and the Documentation shall only be provided to the Institution for the purpose of providing the Rights of Use during the Term. All rights, title and interest in and to the Licensed Material and Documentation shall be retained by Publisher (or its licensors) unless otherwise agreed.

Article 3 Licensed Material, and Licence Fees

- 3.1 Schedule C-a specifies the Licensed Material that may be selected by the Institution when accepting the Licence Agreement.

Article 4 Support

Publisher will provide the Institutions and its End-Users support through a helpdesk which can be reached on-line, by telephone and by e-mail, during official office hours (Monday through Friday from 0900 to 1800 CET, excluding recognized holidays) at no additional charge to the Institutions.

Article 5 Rights of Use and Restrictions

- 5.1 The Institution and its End-Users shall have the following Rights of Use with respect to the Licensed Material listed in Schedule C-b:
- a) searching, browsing and viewing (including calling up on screen) the Licensed Material;
 - b) printing, copying, downloading and storing a reasonable portion of individual items of the Licensed Material for the exclusive personal use of the End-User;
 - c) inclusion, without being required to make any further fair payment, of parts of the Licensed Material in electronic or paper publications created as information to assist with any research, unless third party rights apply;
 - d) the inclusion of links (URLs) to the Licensed Material.
- 5.2 The Institution has the right to
- a) extract and index Affiliation Data (as defined below) from the Scopus® online service respecting published journal articles, abstracts, conference proceedings, technical reports, presentations/lectures, and other research and intellectual output as published for the Institution by its affiliated authors, to load in, make publicly accessible from at no charge, and store in perpetuity in, the Institution's secure database system that the Institution uses to collect, preserve and disseminate information about the intellectual output of the Institution ("Institutional Repository"), provided that the display of any Affiliation Data will at all times include (if available) the associated Digital Object Identifier ("DOI"); and
 - b) incorporate links in Affiliation Data to the relevant landing page in the Scopus® online service from which such Affiliation Data was extracted. "Affiliation Data" will be limited to the following

bibliographic metadata: author name, author profile number, author country of residence, author affiliation, document title, document publication year, source title, volume, issue, pages, source and document type, publisher, ISSN, DOI, subject category (ASJC). CAS registration numbers, author contact information, author profiles, non-English language tags, chemical names and controlled vocabulary are excluded.

5.3 Each End-User shall have the following Rights of Use with respect to the Licensed Material:

- a) provide print or electronic copies of individual items from the Licensed Material (a) to governmental regulatory authorities for purposes of submitting applications for regulatory approval, trademarks or patents respecting the Institution's products or services; (b) when required by law for use in legal proceedings; (c) to the individuals who are independent contractors or are employed by independent contractors of the Institution without access to its network provided that (i) the individual items will be used only for the purposes of the contracted work for the Institution; (ii) the recipients are advised that the individual items are not for redistribution or dissemination on line; and (iii) at the termination of the contracted work, the individual items will be destroyed;
- b) display or provide print or electronic copies of individual items from the Licensed Material for the purposes of internal promotion and testing of the Licensed Material and training groups of End-Users;
- c) incorporate links (URLs) to the Licensed Material or individual items from the Licensed Material in Course Packs in connection with courses free of charge for End-Users via Virtual Learning Environments or within an email communication, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Publisher and provided that the downloaded and printed individual items shall carry appropriate acknowledgement of the source, title, author and publisher and the downloaded individual items are deleted by the end of each semester or trimester in which it is used (with such deletion confirmed in writing to Publisher upon request);
- d) for non-commercial, scientific research or academic educational purposes only, use the Licensed Material to perform and engage in TDM activities to the extent permitted by the EU DSM Directive and/or the Dutch Auteurswet Artikel 15 n and 15 o.

5.2 *Restrictions on Use of Licensed Material*

Except as expressly stated in this Article 5, allowed by applicable law or otherwise permitted in writing by Publisher, the Institution and its End-Users may not:

- a) abridge, modify, translate or create any derivative work and/or service (including resulting from the use of AI Tools), based on the Licensed Material, except to the extent necessary to make them perceptible on a computer screen to End-Users;
- b) remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Licensed Material;
- c) use any robots, spiders, crawlers or other automated downloading programs, tools or devices to search, scrape, extract, deep link, index and/or disrupt the working of the Licensed Material;
- d) use the Licensed Material in combination with an AI Tool (including to ingest, train an algorithm, test, process, analyze, copy, distribute, make publicly accessible, generate output and/or develop any form of AI Tool) except where such AI Tool is used in a locally, self-hosted or closed, third party hosted environment solely for use by the Institution or End-User, such AI Tool is not trained using the Licensed Material other than for the sole use by the End-User and does not share the Licensed Material or any part thereof with a third party;

- e) substantially or systematically reproduce, retain, redistribute or disseminate online the Licensed Material; and
 - f) post individual items from the Licensed Material on social networking sites.
- 5.3 Publisher acknowledges and agrees that it shall not require End-Users to enter into any end user licence agreement or other terms and conditions of use in connection with their access to or use of the Licensed Material or otherwise impose any restrictions on an End-Users's use of or access to the Licensed Material other than as provided under the Licence Agreement.
- 5.4 The provisions of this Licence Agreement shall not restrict any rights of the Institution or End-Users existing even without this Licence Agreement, to perform (i) any act permitted under the Dutch Copyright Law (Auteurswet) and Database Act; and (ii) any act permitted under any Creative Commons Attribution licence or any other Open Access licence applicable to any Licensed Material. The Institution and End-Users shall remain entitled to perform any such act notwithstanding any provision of this Licence Agreement.

Article 6 Responsibilities of the Institution and Publisher

6.1 Authentication

Publisher shall provide access to the Licences Material to End-Users of the Institution, on the condition that (i) the Licensed Material will only be used by the End-Users subject to the terms and conditions of the Licence Agreement. The Institution shall inform its End-Users of these usage restrictions regarding the Licensed Material and that they must comply with such restrictions.

Access to the Licensed Material will be authenticated by the use of Internet Protocol ("IP") address(es) and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials, as identified in Article 1.2 of the Licence Agreement. Distribution of usernames, passwords, credentials or otherwise providing remote access to the Licensed Material by End-Users who are Walk-in Users is not permitted.

6.2 Protection from Unauthorized Access and Use

The Institution will:

- a) take appropriate measures to protect against the misuse or unauthorized access, whether by the Institution or any third party, through or to (a) the Institution's credentials used to access the Licensed Material; and (b) the Licensed Material and/or information derived therefrom;
- b) manage identification, use, access and control of all credentials used to access the Licensed Material in an appropriately secure manner, including, but not limited to, by:
 - o limiting access to and use of the Licensed Material to End-Users;
 - o issuing any passwords or credentials used to access the Licensed Material only to End-Users, not divulging any passwords or credentials to any third party, and notifying all End-Users not to divulge any passwords or credentials to any third party; and
 - o providing true, complete and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by the Institution (including, if requested by Publisher, written confirmation by the relevant third party internet service provider) and proactively informing Publisher of any changes to the Institution's IP addresses, including the addresses no longer being used exclusively by the Institution.
- c) without undue delay, deactivate any credentials when no longer needed or where access presents a security risk;
- d) implement and maintain its own appropriate program for credentials management and ensure access to the Licensed Material via such credentials is reviewed on an appropriate basis; and
- e) promptly upon discovering itself, or being notified by Publisher or a third party, that there has been unauthorized use of the Licensed Material or a security issue permitting unauthorized use, the Institution will take appropriate steps to end such activity and to prevent any recurrence.

When notified by a third party or upon discovering the unauthorized use directly, the Institution must promptly notify Publisher of the unauthorized use. The Institution and Publisher will cooperate and share information, subject to any applicable confidentiality or nondisclosure obligations, concerning the unauthorized use or security issue. Upon becoming aware of it, Publisher will promptly inform the Institution of any unauthorized use of the Licensed Material or a security issue permitting unauthorized use including a detailed description of the incident and any available information that may be useful for the Institution.

In the event of any unauthorized use of the Licensed Material, Publisher may suspend the access and/or require that the Institution suspends the access from where the unauthorized use occurred upon notice to the Institution. In making the above mentioned Licensed Material available to End-Users, the Institution shall use reasonable efforts to ensure that its End-Users do not infringe the intellectual property rights of Publisher or third parties. It is agreed and understood however that the Institution cannot guarantee that End-Users will always act in compliance with the usage restrictions. Each Party is responsible for a third-party provider it engages, in particular, if such third party provider supplies and manages IP addresses.

6.3 *Security Requirements*

6.3.1. The Institution agrees that it will have in place documented policies and procedures, which will be reviewed by the Institution periodically, and if necessary, tested and updated, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information which provide a level of security appropriate to the risk with respect to the Licensed Material. The Institution will promptly notify Publisher if it determines that there has been a failure of such safeguards and if such failure results in a compromise of the confidentiality or security of any Licensed Material provided under this Licence Agreement. In the event of such failure, the Institution will also cooperate with Publisher's reasonable written requests surrounding its occurrence including taking appropriate steps to end the activity that caused such failure as well as commercially reasonable steps to prevent any recurrence.

6.3.2. Access by the Institution or End-User via the API, the Information Security Requirements & Audit Rights set out below will apply. In addition, and subject to the rights granted in Article 5 above, upon termination of the Licence Agreement between Publisher and the Institution due to a breach solely attributable to the Institution, the Institution will promptly and permanently delete all copies (including back-up copies) of the Licensed Material.

Information Security Requirements and Audit rights

1. Institution's Information Security Program.

- A. The Institution shall implement and document policies and procedures (1) covering its administrative, physical and technical safeguards and (2) relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information which provide a level of security appropriate to the risk with respect to the Licensed Material (the "Institution's Information Security Program"). The Institution shall, without undue delay, remediate any material deficiencies identified in the Institution's Information Security Program.
- B. The Institution's Information Security Program shall, at a minimum, (1) address risks presented by processing, including risks associated with the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, information transmitted, stored or otherwise processed; (2) account for known and reasonably anticipated threats and continually monitor for new threats; (3) meet or exceed standard practices which, among other items, address the nature, scope, context and purposes of processing and the risks associated with the severity of the confidentiality and integrity of the Licensed Materials; and (4) include technical and organizational measures ensuring a level of

security appropriate to the risk, including, as appropriate, (i) ensuring the confidentiality, integrity, availability and resilience of the systems associated with the storage and processing of the Licensed Material; and (ii) such technical and organizational measures are regularly tested, assessed, and evaluated for effectiveness.

- C. If the Institution at any time becomes aware that an End-User to whom the Institution has granted access to the services creates a risk, the Institution will determine such End-User's suitability to continue to access the services, or information derived therefrom, under this Licence Agreement and, if necessary, will terminate such access.

2. Data Breach.

Each Party has in place incident handling procedures which shall comply with the applicable laws.

In addition to, and not in lieu of, the obligations in this Licence Agreement between the Parties, if a Party learns or has reason to believe that a breach of security has led to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the information transmitted, stored or otherwise processed in connection with this Licence Agreement (a "Data Breach"), such Party will:

- a. notify the other Party without undue delay and within seventy-two (72) hours if practicable, but in all cases without undue delay, after having become aware of the Data Breach. Notice shall be provided via email to Publisher to security@elsevier.com; for Institution to the Contact Person of the relevant Institution.
- b. provide to the other Party a reasonable summary of the circumstances surrounding such Data Breach;
- c. co-operate reasonably with the other Party's written requests for information regarding such Data Breach;
- d. without undue delay investigate the situation;
- e. consult with the other Party, prior to disclosing information about the other Party or its services to any third party in connection with the Data Breach; and
- f. provide the other Party with all proposed third party notification materials, if such materials will identify such Party's products or services, to that Party for review and approval, such approval not to be unreasonably withheld or delayed. Where such third party notification is required under the law and such approval is not received in a timely manner which allows the Party subject to the notification obligation to comply with it within the timeframe set forth under the law (if any), that Party shall be allowed to make such notification without waiting for said prior approval.

In the event of a Data Breach, a Party may, in its sole discretion, take immediate actions appropriate to protect the security of the relevant information, including suspension or termination of an Institution's account, without further obligation or liability of any kind.

3. Self-assessment & Audit.

During the Term of the Licence Agreement, each Party may request the other Party to provide, subject to confidentiality, a self-assessment of its compliance with its information security program.

If such self-assessment reveals material non-compliance with its information security program or in case a documented security vulnerability arises, the Parties agree that, during the Term of the Licence Agreement, a Party shall allow the other Party to carry out an audit to verify and examine, not more than once per calendar year with reasonable prior written notice of ten (10) business days, the first Party's information security program including its facilities, policies and procedures, and all relevant documentation, including logs, practices and operations regarding the Licence Agreement. Such an audit shall only be carried out by an external, independent certified auditor. The Party shall ensure its auditors shall maintain all information

accessed during the audit in strict confidence and shall strictly use such information for the purposes of the audit only. The Party initiating the audit shall ensure that the audit will be conducted during normal business hours without causing any unreasonable disruption to the other Party's routine business operations. All audit reviews will be at the expense of the Party requesting the audit. Promptly after the issuance of any audit report, the Parties shall meet to review the audit report and discuss the documented vulnerabilities and measures to be considered.

6.4 *Data Security.*

Publisher will preserve the security, integrity and accessibility of all information received from the Institution during the term of this Licence Agreement using appropriate administrative, technical and physical measures that conform to generally recognized industry standards and best practices based on the relevant data classification.

6.5 *Fees and Payment*

The Institution will cause SURF to pay to Publisher the Licence Fee for the Licensed Material in accordance with the payment terms set forth in the Framework Agreement. If SURF fails to pay the full amount of Publisher's invoice on a timely basis, Publisher may suspend the Institution's access to the Licensed Material until the unpaid amounts of such invoice, and any interest charges, are paid. The Institution will be responsible for and make payment of its Licence Fee due for access to and use of the services as specified in the Licence Agreement to the extent that SURF fails to make any such payment. In the event an Institution made already a payment to Publisher for Licensed Material under this Licence Agreement such Licence Fee will be credited to the Institution.

Article 7 Responsibilities of Publisher

- 7.1 Publisher shall provide the Licensed Material with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Institutions and their End-Users, and to restore service as soon as possible in the event of an interruption or suspension of service. If, due to causes within its reasonable control, Publisher is unable to provide the Institutions with access to the service for reasons attributable to Publisher for a period exceeding three (3) consecutive days, then Publisher shall refund to SURF the amount of the Licence Fee calculated by dividing the number of days of downtime by 365 and multiplied by the amount of the Licence Fee for the then current year. The remedy provided herein is in addition to and not exclusive of any other rights and remedies that SURF may have under this Licence Agreement and at law or in equity. Publisher shall ensure adequate capacity and bandwidth to support the use of the Licensed Material by the Institutions and their End-Users as further set out in the Licence Agreement.
- 7.2 Publisher reserves the right to withdraw from the Licensed Material content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing. If the withdrawn material represents more than five per cent (5%) of the Licensed Material, Publisher shall make a pro rata refund of part of the Licence Fee to SURF, taking into account the amount of material withdrawn and the remaining term of the Licence Agreement.
- 7.3 Publisher shall make usage data reports on the Institution's usage activity available as described at <https://www.elsevier.com/librarian/usage-reports>, https://www.elsevier.com/sd_usage_reports, and delivery via the SUSHI protocol. Such reports may be accessed by vendors or other third parties retained by the Institution only with the express written permission of Publisher and for the purpose of usage analysis of the Institution. Publisher further confirms that such usage statistics will adhere to the specifications of the COUNTER Code of Practice (<https://www.cOUNTERmetrics.org>).

- 7.4 Publisher will make commercially reasonable efforts to comply with the Web Content Accessibility Guidelines 2.1 published by the Web Accessibility Initiative of the World Wide Web Consortium (W3C).
- 7.5 Publisher shall not be permitted to publish third party advertising on its platforms for providing access to the Licensed Material to End-Users or to use or otherwise distribute third party advertising to End-Users within the context of the Licensed Material where such third party advertising sets tracking cookies used for targeted advertising to End-Users without such End-Users' prior consent (which must not be included in a general opt-in) to such cookie setting. For the avoidance of doubt, Publisher may display "banner advertisements" on its platforms and the Licensed Material with links to the websites of the advertised products and services.
- 7.6 Publisher agrees to use all commercially reasonable efforts to comply with the Open URL Standard.

Article 8 Privacy

- 8.1 In the event that Publisher processes personal data in the course of its performance under the Licence Agreement, Publisher shall be considered as a separate and independent controller within the meaning of the GDPR with respect to such personal data. In that case, the terms of this Article 8 shall apply to such processing activities.
- 8.2 Publisher and the Institution will process End-User Data, and/or any other personal data processed within the context of this Licence Agreement, in accordance with the GDPR, the ePrivacy Directive (Directive 2002/58/EC) and any applicable national data protection laws. As independent controllers, Publisher and the Institution understand and agree that each Party will comply, and will be responsible for its compliance, with the obligations applicable to it under said laws with respect to the processing of such personal data.
- 8.3 Publisher shall process the End-User Data in accordance with the Publisher privacy policy applicable to Publisher's platform for providing access to the Licensed Material to the Institution and its End-Users. To avoid any doubt, with respect to End-User Data collected on such platform, Publisher shall not 1) share or transfer any End-User Data for the purpose of sale or trade or 2) sell or trade any End-User Data under any circumstance.

Publisher shall not track, record, store, share, transfer, sell, trade and/or use End-User Data without the prior unambiguous consent of the relevant End-User (which must not be included in a general opt-in), unless the processing is necessary for:

- i. the performance of this Licence Agreement or other contract according to Art. 6 Par. 1(b) GDPR;
- ii. compliance with a legal obligation to which Publisher is subject according to Art. 6 Par. 1(c) GDPR; or
- iii. a legitimate interest according to Art. 6 Par. 1(f) GDPR.

This restriction on personal data processing by Publisher includes but is not limited to the collection, analysis, profiling and aggregation of personal data, such as through utilization of cookies, device fingerprinting technology, or similar technologies that track user behavior that are outside the services under the Licence Agreement and the rights and obligations of the Parties under the Licence Agreement.

Publisher shall always ensure that there is a lawful legal basis to process End-User Data as provided under Article 6 of the GDPR.

- 8.4 The Parties agree that personal data shall only be processed in a Member State of the European Union (EU). Publisher shall not transfer personal data to a country located outside the European Economic Area unless such transfer (and any onward transfer):
- i. is pursuant to a written contract including provisions relating to security and confidentiality of personal data providing adequate mechanisms for the protection of personal data in accordance with the GDPR;
 - ii. is governed by such additional terms and conditions as the Institution and Publisher may agree to at the relevant time; and
 - iii. otherwise complies with any applicable data protection laws including information obligations according to Art. 13 Par. 1(f) GDPR.
- 8.5 Each Party shall provide full assistance, information and cooperation as reasonably required to enable the other Party to fulfil any claim and/or exercise or purported exercise by data subjects of any of the rights granted to them under the GDPR, taking into account the nature of processing and the information available to the Party.
- 8.6 Publisher shall ensure that it has in place appropriate technical and organizational measures to ensure a level of security appropriate to the risks that are presented by the processing, in particular to protect End-User Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, such personal data, in accordance with the GDPR. If so requested by the Institution, Publisher shall provide the Institution with an overview of the technical and organizational security measures implemented to protect End-User Data.
- 8.7 Publisher shall implement internal data breach procedures directed at detecting and acting on security incidents and data breaches, including measures to act upon recovery. Publisher shall notify the Institution regarding any (potential) security-related incidents and/or data breach possibly involving End-User Data without undue delay and, where possible, no later than twenty four (24) hours after having become aware of it. Such notice shall contain at least the following information:
- (a) the nature of the data breach/security incident;
 - (b) the details of a contact point from whom more information about the data breach/security incident can be obtained;
 - (c) the recommended measures to reduce the negative consequences of the data breach/security incident;
 - (d) the possible consequences/risks of the data breach/security incident for the privacy of the data subjects involved; and
 - (e) the measures that Publisher has taken or proposes to take to remedy the data breach/security incident.
- The Institution agrees to provide reasonable assistance as is necessary to Publisher to facilitate the handling of any data breach in an expeditious and compliant manner.
- 8.8 Should Publisher engage a third party to perform its obligations under this Licence Agreement, Publisher shall ensure that any such third party is subject to written contractual obligations concerning the End-User Data (including obligations of confidentiality) which are no less onerous than those imposed by this Article 8. If so requested by the Institution, Publisher shall provide the Institution with an overview of the third-parties engaged to process End-User Data under this Licence Agreement
- 8.9 If any authority requests Publisher to disclose any End-User Data, Publisher shall immediately notify the Institution of such request and collaborate with the Institution to defend against such request where possible, and, if it is concluded that Publisher is under a legal obligation to disclose End-User Data, to keep such disclosure to a minimum and take such other measures as can reasonable be expected to minimize privacy impact on the involved End-Users.

Article 9 Guarantee

- 9.1 Publisher guarantees that it has full power and authority to enter into this Licence Agreement and to grant the Rights of Use to the Institutions pursuant to the terms of this Licence Agreement without infringing or violating any third party rights.
- 9.2 The Institution guarantees that it has full power and authority to enter into this Licence Agreement.

Article 10 Warranty; Liability and Indemnifications

- 10.1 Publisher warrants that the access and use of the Licensed Material in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.
- 10.2 The Institution shall not be liable for unauthorized use of the Licensed Material by any End-Users provided that the Institution did not intentionally assist in or encourage such unauthorized use or permit such unauthorized use to continue after having actual notice thereof.
- 10.3 Publisher shall indemnify, defend and hold the Institution and its End-Users harmless from and against any and all damages, liabilities, losses, expenses (including reasonable legal and professional fees), that arise from, or in connection with (i) any third party claim that the Institutions and/or End-Users' use of or access to the Licensed Material in accordance with the terms of this Licence Agreement violates or infringes upon the intellectual property rights of that third party and (ii) any penalties imposed on an Institution by a state or competent authority due to Publisher's breach of the data privacy legislation. If any such action or claim is made, the Institution will promptly notify and reasonably cooperate with Publisher. This indemnity obligation will survive the termination of this Licence Agreement for three (3) years.
- 10.4 The Institution shall indemnify, defend and hold Publisher and its suppliers harmless from and against any and all damages, liabilities, losses, expenses (including reasonable legal and professional fees), that arise from, or in connection with (i) any third party claim that results from the Institution intentionally assisting in or encouraging unauthorized use by End-Users or permit such unauthorized use to continue after having actual written notice thereof and further that (ii) any penalties imposed on Publisher by a state or competent authority due to the Institution's breach of the data privacy legislation. If any such action or claim is made, Publisher will promptly notify and reasonably cooperate with the Institution. This indemnity obligation will survive the termination of this Licence Agreement for three (3) years.
- 10.5 EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED MATERIAL IS PROVIDED "AS IS" AND PUBLISHER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE LICENSED MATERIAL AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS LICENCE AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 10.6 Nothing in this Licence Agreement excludes or limits a Party's liability for:
- death or personal injury;
 - damages caused by gross negligence and/or wilful intent of a Party or that of its employees or agents in the course of their engagement; or
 - its own fraud or that of its employees or agents in the course of their engagement.
- 10.7 Except for the express warranties and indemnities stated herein, the exclusions set out in Article 10.6 and to the extent permitted by applicable law, in no event will the Institution, Publisher or its

suppliers be liable for any indirect or consequential damages which include loss of data, the other Party's business interruption or loss of profits, arising out of or in connection with this Licence Agreement. The Institution, Publisher and its suppliers shall be liable for direct damages (meaning damages that are not indirect or consequential damages) to the other Party which liability shall not exceed a sum equal to the total Licence Fee payable by SURF under Read and Publish Agreement during the twelve (12) month period immediately preceding the date on which the claim arose, even if the Institution, Publisher or any supplier has been advised of the possibility of such liability or damages. For clarity, the total liability cap is not calculated separately for the Framework Agreement and the Read and Publish Agreement but applies as a single, overarching cap across the Framework Agreement and the Read and Publish Agreement.

Article 11 Term; Termination or Dissolution

- 11.1 This Licence Agreement is entered into for a Term of two (2) years, commencing on 1 January 2025 and consequently ending on 31 December 2026, unless terminated prematurely as provided for in Article 11.2 of this Licence Agreement. If SURF decides to extend the Framework Agreement with one (1) additional year until 31 December 2027, this Licence Agreement will be extended with the same term on the same terms and conditions except that Parties agreed an increase for the Licence Fee for 2027 as set out in Schedule B of the Framework Agreement.
- 11.2 Either Party may - upon giving written notice to the other Party - terminate this Licence Agreement with immediate effect, without judicial intervention and without any obligation to pay damages for such termination - under any of the following circumstances:
- a. the other Party commits a material breach of the Licence Agreement and that breach is irremediable or (if that breach is remediable) fails to remedy that breach within a period of thirty (30) calendar days after being notified in writing to do so;
 - b. if the other Party becomes insolvent or bankrupt or seeks or makes any assignment or other arrangement for the benefit of its creditors or suffers or takes any analogous action in any territory to whose jurisdiction it is subject, or if a request for bankruptcy is filed by or against the other Party, or if a receiver in the bankruptcy of such a Party is appointed;
 - c. the other Party ceases or threatens to cease to carry on all or substantially the whole of its business;
 - d. the other Party is prevented or hindered from carrying out its obligations under the Licence Agreement as a result of any Force Majeure Event for any continuous period in excess of sixty (60) days.
- 11.3 Termination or expiration of this Licence Agreement – whether in whole or in part – shall be without prejudice to the rights of either Party - accrued prior to or after such termination or expiration - in respect of any default or breach or any other act or omission prior thereto and shall in no way affect the survival of any right, duty and/or obligation which is expressly stated in this Licence Agreement to survive termination or expiration of this Licence Agreement or which by its nature is intended to survive termination or expiration of this Licence Agreement.

Article 12 Indivisibility and priority of contract documents

- 12.1 The following Schedules shall be incorporated into and form an integral part of this Licence Agreement:
- Schedule C-a: Description of Licensed Material;
 - Schedule C-b: Detailed description of Licensed Material.

- 12.2 In case of any conflict or inconsistency between the provisions of this Licence Agreement and any of the provisions contained in the Schedules, the provisions of this Licence Agreement shall take precedence over the provisions contained in the Schedules.
- 12.3 In case of any conflict or inconsistency between the provisions of this Licence Agreement and any of the provisions contained in the Framework Agreement, the provisions of this Licence Agreement shall take precedence over the provisions contained in the Framework Agreement.

Article 13 Contact Person(s)

- 13.1 SURF shall act as Contact Person on behalf of the Institution for all notifications and practical matters regarding this Licence Agreement, unless another Contact Person is appointed by or on the Institution's behalf for any specific matters regarding this Licence Agreement.
- 13.2 The Contact Person(s) of Publisher for all notifications and practical matters regarding this Licence Agreement shall be:
- Name: [REDACTED]
- Title: [REDACTED]
- Adress: [REDACTED]
- Email: [REDACTED]
- 13.3 In case of resignation, dismissal or long-term absence of Publisher's Contact Person for any reason, Publisher shall timely arrange for replacement. In case of replacement, whether or not temporary, it shall inform SURF of the name and contact details of the replacement without delay.

Article 14 Miscellaneous Provisions

- 14.1 This Licence Agreement and its Schedules constitute the entire agreement between the Parties and replace and supersede any and all prior or contemporaneous correspondence, negotiations, agreements and/or commitments between the Parties, whether written or oral, that relate to any matter covered by this Licence Agreement.
- 14.2 Any general terms and conditions of delivery or supply, and/or payment, terms of service, Purchase Orders, terms of use and/or any other general or particular terms and conditions used by a Party shall not apply and are hereby expressly rejected by the other Party.
- 14.3 All notifications made by the Parties to one another pursuant to this Licence Agreement shall be made in writing or by email to the other Party's Contact Person. Notifications by email shall have no legal effect unless confirmed in writing or by email.
- Notices shall be deemed to have been received:
- if sent by (registered) letter, on the date of delivery;
 - if sent by email, at the time and date of the electronic confirmation of receipt of the email.
- 14.4 A waiver of any right or remedy under this Licence Agreement or by law shall only be effective if given in writing and shall not constitute a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under this Licence Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- 14.5 Should any provision of this Licence Agreement be or become invalid, illegal or unenforceable in any respect under any applicable law, in whole or in part, this shall not affect or impair the validity, legality or enforceability of the remaining terms. The Parties shall in such an event be obliged to

cooperate in good faith in the creation of terms which achieve such legally valid result as comes closest commercially to that of the invalid provision. The above shall apply accordingly to the closing of any gaps in this Licence Agreement.

- 14.6 An assignment by a Party of all or part of this Licence Agreement requires the written consent of the other Party which consent shall not be unreasonably withheld.
- 14.7 No amendment to or alteration of this Licence Agreement including its Schedules shall be effective unless made in writing and legally signed on behalf of each of the Parties hereto.
- 14.8 Each Party will comply with all applicable laws and regulations relating to its duties and obligations under this Licence Agreement. Publisher reserves the right to, if reasonably possible upon a written notice, deny access to the Licensed Material to any person or entity who is prohibited from receiving such access based on any applicable export control and trade sanctions laws or embargo programs.
- 14.9 Institution shall guarantee that in accordance with section 1.4 of the Licence Agreement, the signature of the Licence Agreement is set by a representative of the Institution who is authorized to sign, which may include electronic signatures.
- 14.10 This Licence Agreement shall be governed by and construed in accordance with the laws of the Netherlands.
- 14.11 In case of any dispute between the Parties arising from or in connection with this Licence Agreement which cannot be solved amicably, including any dispute regarding the existence or validity of this Licence Agreement, the court of Midden-Nederland, the Netherlands, shall have exclusive jurisdiction.

Signatures and Schedules

Thus agreed and signed

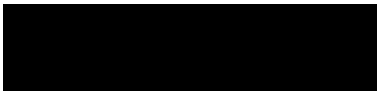
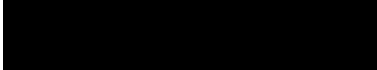
At _____

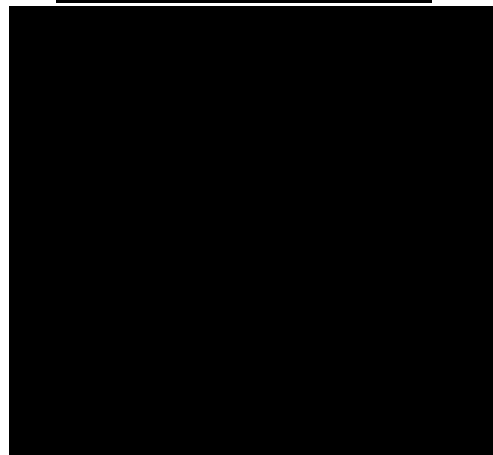
On _____

<NAME OF INSTITUTION>

On behalf of <Institution>

<name of authorised signatory Institution>
<function>

At_ 
On 



Schedules

- C-a: Description of Licensed Material, and Licence Fee;
- C-b: Detailed description of Licensed Material.

Schedule C-a Description of Licensed Material

Licensed Material – Publisher	Access	2025	2026	2027
Scopus	Scopus.com			

Explanation of Types of Licence Agreement and Licence Fee

The Licence Fee is payable by SURF on behalf of the Institutions entering into the Licence Agreement.

Subject to payment of the Licence Fee by SURF, Publisher will grant to the Institutions the Rights of Use in accordance with the terms of the Licence Agreement.

Conditions

1. The product named above comprise access rights to the Licensed Material detailed in Schedule C-b;
2. The Licence year for this Licence Agreement is set to start on January 1st and expires on December 31st;
3. Prices are in Euro, exclusive of VAT.

Schedule C-b Detailed description of Licensed Material**Scopus:**

Scopus is a source-neutral abstract and citation database curated by independent subject matter experts.

Specifications on independent review and selection of Scopus content is covered here:

<http://elsevier.com/products/scopus/content/content-policy-and-selection> as well as here:

<http://elsevier.com/products/scopus/content/content-selection-and-advisory-board>