



**Read and Publish Agreement**

**SURF and Elsevier**

**2025 – 2026 (2027)**



## READ AND PUBLISH 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 publisher of the Licensed Material;
- The Institutions wish to acquire Rights of Use in respect of the Licensed Material;
- The Institutions also wish to acquire Rights to Publish in Open Access in respect of the Licensed Material;
- 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 and the Rights to Publish in accordance with the Model Licence Agreement attached hereto as Schedule C;
- Publisher is prepared to grant the Institutions the Rights of Use and the Rights to Publish on the conditions of this Read and Publish Agreement and the Model Licence Agreement;
- In respect of this Read and Publish 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
Agreement	This Read and Publish Agreement 2025-2026 with an option for SURF to extend for 2027 and its associated Schedules.
Course Packs	A multi-source collection or compilation of information (e.g. book chapters, journal articles, abstracts, multi-media materials) 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 content shall carry appropriate acknowledgement of the source, title, author and publisher and the downloaded content is deleted by the end of each semester or trimester in which it is used (with such deletion confirmed in writing to Publisher upon request).
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 Agreement as specified in Article 17.
Documentation	Any descriptions, specifications or manuals concerning the Licensed Material provided by Publisher.
Eligible Authors	Eligible Authors are those authors that are affiliated with a participating Institution based in the Netherlands during the Term of the Licence Agreement.  The Eligible Author may publish an article under an Open Access licence in an Eligible Journal as long as the affiliated Institution has confirmed the status as Eligible Author pursuant to Clause 8.2 and 8.8 of the Licence Agreement.
Eligible Journal	Those journals as specified in Schedule C-c.
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 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 Agreement.
Hybrid Journals	Journals that accept both Open Access and subscription articles for publication.
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 and the Rights to Publish 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 (e.g. online journals and/or databases) specified in Schedule B covered by the Rights of Use and/or Rights to Publish.
Open Access	The final version of an article is immediately and freely accessible to readers globally globally under a Creative Commons licence.
Open Access Articles	Articles of Eligible Authors published in Open Access
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.
Rights to Publish	The obligation of Publisher to allow Eligible Authors of an Institution entering into a Licence Agreement to publish articles in Open Access without charging Article Publishing Charges (hereinafter also, "APC").
Schedules	The appendices to this Agreement, which form an integral part of this Agreement and the Model Licence Agreement, where relevant.
Term	The term of this 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 to Publish 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 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 14 of this Agreement. SURF may extend the 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. The Parties understand and appreciate that with regard to the future expiration of this 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 and the Rights to Publish, 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 Agreement;
- b. perform its obligations under this 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 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 Read and Publish Agreement; and
- e. work together in a collaborative manner to ensure timely progress and fulfilment of this Agreement.

**Article 3 Performance of Publisher**

3.1 For the entire duration of the 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 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;
- e. allow Eligible Authors to publish their articles in Open Access without Article Processing Charges on the conditions of the Licence Agreement; and
- f. 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 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 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 and the Rights to Publish 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 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 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 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 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 hereunder 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 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 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 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 Fees**

- 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 the 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 11 of this 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 including the Rights to Publish 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 and the Rights to Publish of the Licensed Material, unless explicitly agreed upon and/or stated in the Licence Agreement.

#### **Article 10 Open Access Publishing**

- 10.1 SURF has made arrangements with Publisher regarding the Rights to Publish of the Institutions that enter into a Licence Agreement with Publisher. These arrangements are set out in Article 8 of the Licence Agreement (Schedule C).
- 10.2 Publisher shall make available a full report of all articles (Open Access and otherwise) published by the Institutions over the periods 1 January until 30 June and 1 July until 31 December in each year of the Term. The report shall include metadata points as listed in Article 8 of the Licence Agreement. The report shall be made available within four (4) weeks after the end of each six (6)-month period.
- 10.3 When setting up the workflow for Open Access, Publisher will consult with SURF and/or designated representatives of the participating libraries. Parties shall agree to and evaluate relevant workflows and tools regarding Open Access publishing regularly.

#### **Article 11 Reporting and Invoicing**

- 11.1 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.



- 11.2 All invoices of Publisher will be submitted through the following email address of SURF: [facturen@surf.nl](mailto:facturen@surf.nl). Invoices will not be processed by SURF unless they are correctly submitted in accordance with this Article 11 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.

- 11.3 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 the 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 the 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 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 Institutions' 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 Agreement are 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 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 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.

11.4 *Usage Data Reports.*

- 11.4.1 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>).
- 11.4.2 Publisher and SURF will engage in a discussion about the provision of Global Item Reports on global usage of Open Access Articles according to the specifications of the COUNTER Code of Practice.

**Article 12 Delivery of Licensed Material**

12.1 Publisher shall grant each Institution the Rights of Use and Rights to Publish upon their acceptance of the Licence Agreement in accordance with Article 5 of this Agreement.

**Article 13 Guarantee**

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

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

**Article 14 Premature Termination or Dissolution**

14.1 This 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.

14.2 Either Party may – upon giving written notice to the other Party – terminate this 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 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 Agreement as a result of any Force Majeure Event for any continuous period in excess of sixty (60) calendar days.

14.3 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 Agreement.

If the termination of an individual Licence Agreement pursuant to Article 12.2 of such Licence Agreement, represents more than 20% of the total of the annual Licence Fee as set forth in Schedule B, Publisher reserves the right to terminate this Agreement and all Licence Agreements in whole.

14.4 Termination of this 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 Agreement to survive termination or which by its nature is intended to survive termination of this Agreement.

**Article 15 Personal data**

15.1 The Parties may provide each other with personal data in the course of their performance of this 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 Agreement, unless the context explicitly provides otherwise, in which case the Parties will negotiate and conclude a data processing agreement in good faith.

**Article 16 Indivisibility of contract documents**

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

Schedule A: Institutions;

Schedule B: Description of Licensed Material and Licence Fee;

Schedule C: Model Licence Agreement with Schedules.

**Article 17 Contact Persons**

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

Name: [REDACTED]

Title: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

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

Name: [REDACTED]

Title: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

17.3 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 18 Miscellaneous Provisions**

18.1 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.

18.2 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.

- 18.3 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.
- 18.4 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.
- 18.5 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.
- 18.6 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 be withheld.
- 18.7 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.
- 18.8 This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.
- 18.9 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,

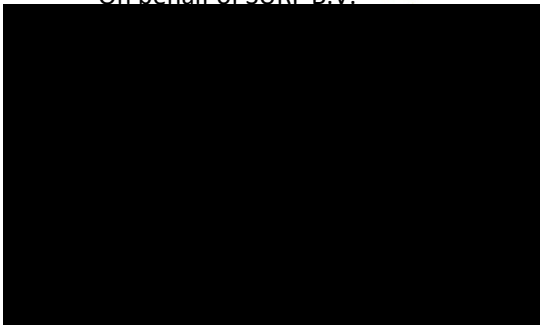
At Utrecht

At Amsterdam

On 06-01-2025

On 06-Jan-2025

On behalf of SURF B.V.



On behalf of Elsevier B.V.



Agreement No. 1-24197623882, 1-24197623892, 1-24197623873, 1-24197466498, 1-24240310961



Schedule A Institutions

Dutch Universities

Name, English Name, Address, IP Ranges	ECR
<b>Erasmus Universiteit Rotterdam, including Erasmus MC</b> Erasmus University Rotterdam, including Erasmus MC  Burgemeester Oudlaan 50 3062 PA ROTTERDAM  [REDACTED] [REDACTED] [REDACTED] [REDACTED]	3091
<b>Maastricht University, including Maastricht UMC</b> Maastricht University, including Maastricht UMC  Minderbroedersberg 4-6 6211 LK MAASTRICHT  [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	2192
<b>Open Universiteit Nederland</b> Open University  Valkenburgerweg 177 6419 AT HEERLEN  [REDACTED] [REDACTED] [REDACTED] [REDACTED]	10397318

<b>Radboud Universiteit, including Radboudumc</b> Radboud University, including Radboudumc  Houtlaan 4 6525 XZ NIJMEGEN  [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	10016990
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<b>Rijksuniversiteit Groningen, including UMC Groningen</b> University of Groningen, including UMC Groningen  Broerstraat 4 9712 CP GRONINGEN  [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	2672
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<b>Technische Universiteit Delft</b> Delft University of Technology  Mekelweg 5 2628 CD Delft  [REDACTED] [REDACTED] [REDACTED] [REDACTED]	2280
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<b>Technische Universiteit Eindhoven</b> Eindhoven University of Technology  Den Dolech 2 5612 AZ EINDHOVEN  [REDACTED]	2282
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**Tilburg University** 1745  
Tilburg University  
  
Warandelaan 2  
5037 AB TILBURG  
  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Universiteit Leiden, including Leiden UMC** 2670  
Leiden University, including Leiden UMC  
  
Rapenburg 70  
2311 EZ LEIDEN  
  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Universiteit Utrecht, including UMC Utrecht** 2189  
Utrecht University, including UMC Utrecht  
  
Heidelberglaan 8  
3584 CS UTRECHT  
  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[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]



<b>Wageningen University &amp; Research</b>	10430774
Wageningen University & Research	
Droevendaalsesteeg 4	
6708 HB WAGENINGEN	
	



**Dutch Universities of Applied Science**

**Aeres Hogeschool** 512259  
Aeres University of Applied Science  
  
De Drieslag 4  
8251 JZ DRONTEN  
  
[Redacted]  
[Redacted]  
[Redacted]

**Avans Hogeschool** 100905  
Avans University of Applied Science  
  
Hogeschoollaan 1  
4818 CR Breda  
  
[Redacted]  
[Redacted]  
[Redacted]  
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[Redacted]  
[Redacted]

**Breda University Of Applied Sciences** 421475  
Breda University Of Applied Sciences  
  
Mgr. Hopmansstraat 2  
4817 JS BREDA  
  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

**Christelijke Hogeschool Ede** 535481  
Ede Christian University of Applied Sciences (CHE)  
  
Oude Kerkweg 100  
6717 JS EDE  
  
[Redacted]  
[Redacted]  
[Redacted]

**Christelijke Hogeschool Windesheim** 535495  
Windesheim University of Applied Science  
  
Campus 2-4-6  
8017 CA ZWOLLE  
  
[Redacted]  
[Redacted]

**De Haagse Hogeschool** 434482  
The Hague University of Applied Science  
  
Johanna Westerdijkplein 75  
2521 EN 'S-GRAVENHAGE  
  
[Redacted]  
[Redacted]  
[Redacted]

**Fontys Hogeschool** 338690  
Fontys University of Applied Sciences  
  
Rachelsmolen 1  
5612 MA EINDHOVEN  
  
[Redacted]  
[Redacted]  
[Redacted]

**Hanzehogeschool Groningen** 535079  
Hanze University of Applied Science  
  
Zernikeplein 11  
9747 AS GRONINGEN  
  
[REDACTED]  
[REDACTED]  
[REDACTED]

**HAS Green Academy** 10130195  
HAS University of Applied Science  
  
Onderwijsboulevard 221  
5223 DE 'S-HERTOGENBOSCH  
  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Hogeschool Inholland** 535528  
InHolland University of Applied Science  
  
Bijdorplan 15  
2015 CE HAARLEM  
  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Hogeschool Leiden** 535537  
Leiden University of Applied Science  
  
Zernikedreef 11  
2333 CK LEIDEN  
  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
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[REDACTED]  
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[REDACTED]  
[REDACTED]  
[REDACTED]

**Hogeschool Rotterdam** 535541  
Rotterdam University of Applied Science  
  
Museumpark 40  
3015 CX ROTTERDAM  
  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Hogeschool Utrecht** 436254  
HU University of Applied Science Utrecht  
  
Oudenoord 330  
3584 CH UTRECHT  
  
[REDACTED]  
[REDACTED]

**Hogeschool Van Amsterdam** 10409538  
Amsterdam University of Applied Science  
  
Wibautstraat 3b  
1091 GH AMSTERDAM  
  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Hotelschool Den Haag** 535579  
Hotelschool The Hague  
  
Brusselsesteenweg 2  
2587 AH 'S-GRAVENHAGE  
  
[REDACTED]  
[REDACTED]

**Hogeschool Van Arnhem En Nijmegen** 535543  
HAN University of Applied Science  
  
Ruitenberglaan 31  
6826 CC ARNHEM  
  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**HZ University Of Applied Sciences** 535581  
HZ University of Applied Science  
  
Edisonweg 4  
4382 NW VLISSINGEN  
  
[REDACTED]  
[REDACTED]

**Hogeschool Van Hall Larenstein** 779447  
Van Hall Larenstein University of Applied Science  
  
Larensteinselaan 26A  
6882 CT VELP  
  
[REDACTED]  
[REDACTED]  
[REDACTED]

**NHL Stenden Hogeschool** 857486  
NHL Stenden University of Applied Science  
  
Rengerslaan 10  
8917 DD LEEUWARDEN  
  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Hogeschool Viaa** 535503  
VIAA Christian University of Applied Science  
  
Wethouder Alferinkweg 2  
8012 GA ZWOLLE  
  
[REDACTED]  
[REDACTED]

**Saxion Hogescholen (Enschede)** 414011  
Saxion University of Applied Science  
  
M.H. Tromplaan 28  
7513 AB ENSCHEDE  
  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Zuyd Hogeschool** 535077  
Zuyd University of Applied Science

Nieuw Eyckholt 300  
6419 DJ HEERLEN

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

**Hogeschool KPZ** 535587  
KPZ University of Applied Science

Ten Oeverstraat 68  
8012 EW ZWOLLE

[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

**Fryske Akademy** 10307881  
Fryske Akademy (FA)  
  
Doelestraat 8  
8911 DX Leeuwarden

**Hubrecht Institute for Developmental Biology and Stem Cell Research** 10087549  
Hubrecht Institute for Developmental Biology and Stem Cell Research  
  
Uppsalalaan 8  
3584 CT Utrecht

**Huygens Institute** 10040503  
Huygens Institute for the History of the Netherlands (Huygens)  
  
Oudezijds Achterburgwal 185  
1012 DK AMSTERDAM

**Institute for War, Holocaust and Genocide studies, Netherlands** 10320470  
Institute for War, Holocaust and Genocide Studies (NIOD)  
  
Herengracht 380  
1016 CJ Amsterdam

**Internationaal Instituut voor Sociale Geschiedenis** 10064395  
International Institute of Social History (IISH)  
  
Cruquiusweg 31  
1019 AT Amsterdam

**Meertens Instituut** 335822  
Meertens Institute  
  
Oudezijds Achterburgwal 185  
1012 DK Amsterdam

**Netherlands Institute for Neuroscience** 1214376  
Netherlands Institute for Neuroscience  
  
Meibergdreef 47  
1105 BA Amsterdam Zuidoost

**Nederlands Instituut Oecologisch Onderzoek** 335781  
Netherlands Institute of Ecology (NIOO)  
  
Droevendaalseweg 10  
6708 PB WAGENINGEN  
  
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**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  
  
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**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  
  
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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  
  
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**Rathenau Instituut** 10271555  
Rathenau Institute  
  
Anna van Saksenlaan 51  
2593 HW Den Haag  
  
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**Koninklijke Nederlandse Akademie Van Wetenschappen** 100435  
Royal Netherlands Academy of Arts and Sciences  
  
Kloveniersburgwal 29  
1011 JV AMSTERDAM  
  
[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  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[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  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
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**DIFFER Dutch Institute for Fundamental Energy Research** 1221360  
DIFFER Dutch Institute for Fundamental Energy Research  
De Zaale 20  
5612 AJ Eindhoven

**Nationaal instituut voor subatomaire fysica  
Nikhef** 448036  
NIKHEF National Institute for Subatomic  
Physics  
  
Science Park 105  
1098 XG AMSTERDAM  
  
[Redacted]  
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[Redacted]  
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[Redacted]  
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[Redacted]

**Nederlands Studiecentrum Criminaliteit en  
Rechtshandhaving (NSCR)** 10424388  
Netherlands Institute for the Study of Crime  
and Law Enforcement  
  
De Boelelaan 1077  
1081 HV Amsterdam

**Nederlandse Organisatie Voor  
Wetenschappelijk Onderzoek (Bureau)** 338142  
The Dutch Research Council (NWO)  
  
Laan van Nieuw Oost-Indië 300  
2593 CE DEN HAAG  
  
[Redacted]

**NIOZ Koninklijk Nederlands Instituut voor  
Onderzoek der Zee** 338339  
NIOZ Royal Netherlands Institute for Sea  
Research  
  
Landsdiep 4  
1797 SZ 'T HORNTJE - TEXEL  
  
[Redacted]

**NWO-I, Instituttenorganisatie van NWO** 447064  
NWO-I, Institutes Organisation of NWO  
  
Winthontlaan 2  
3526 KV Utrecht  
  
[Redacted]

**SRON Netherlands Institute for Space  
Research** 10342262  
SRON Netherlands Institute for Space  
Research  
  
Niels Bohrweg 4  
2333 CA Leiden  
  
[Redacted]  
[Redacted]





## Schedule B Description of Licensed Material

Licensed Material and (Publishing) Services– publisher	Access	2025	2026	2027
ScienceDirect® online – Elsevier B.V.	sciencedirect.com			
-Complete Freedom Collection				
-Cell Press				
-Clinics				
-Society Titles				
-The Lancet journals				
Publishing Services				
<b>TOTAL FEES</b>		<b>€16,041,250</b>	<b>€16,442,281</b>	<b>€16,853,338</b>

(amounts exclusive of VAT)

### Explanation of Types of Licence Agreement and Licence Fees

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 and the Rights to Publish in accordance with the terms of the Licence Agreement.

### Conditions

1. The products named above comprise access rights and publishing rights to the journals detailed in Schedules C-b and C-c;
2. The Licence year for this Agreement and any Licence Agreement is set to start on January 1<sup>st</sup> and expires on December 31<sup>st</sup>;
3. Prices are in Euro, exclusive of VAT.
4. With regard to Rights of Use the Institutions mentioned under the Dutch Universities of Applied Sciences in Schedule A shall only have access to the Complete Freedom Collection.

## 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 publisher of the Licensed Material;
- The Institution wishes to acquire Rights of Use in respect of the Licensed Material specified in Schedule C-b;
- The Institution also wishes to acquire the Rights to Publish in Open Access in the Licensed Material specified in Schedule C-c;
- Publisher and SURF, acting as intermediary of the Consortium, have agreed upon the terms of this Licence Agreement in the Read and Publish 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.
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Eligible Authors	Eligible Authors are those authors that are affiliated with a participating Institution based in the Netherlands during the Term of the Licence Agreement.  The Eligible Author may publish an article under an Open Access licence in an Eligible Journal as long as the affiliated Institution has confirmed the status as Eligible Author pursuant to Article 8.2 and 8.8 of the Licence Agreement.
Eligible Journal	Those journals as specified in Schedule C-c.
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").
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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.

Definition	Description
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).
Hybrid Journals	Journals that accept both Open Access and subscription articles for publication.
Institutions	The educational, academic and research institutions in the Netherlands as listed in Schedule A of the Read and Publish Agreement.
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.
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Licensed Material Dataset	the dataset requested by the End-User for TDM purposes via a delivery method as agreed between Publisher and End-User.
Open Access	The final version of an article is immediately and freely accessible to readers globally under a Creative Commons license.
Open Access Articles	Articles of Eligible Authors published in Open Access.
Read and Publish Agreement	The Read and Publish 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.
Rights to Publish	The obligation of Publisher to allow Eligible Authors of an Institution entering into the Licence Agreement to publish articles in Open Access without charging Article Publishing Charges (hereinafter also, "APC").
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.
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TDM Output	The result(s) of any TDM activity on the Licensed Material Dataset which may include but is not limited to, analyses and derived data from the Licensed Material Dataset, such as the creation of an abstract, description, model, expression, representation, or discussion of the Licensed Material; an algorithm, formula, metric, method, standard, or taxonomy based on or describing the Licensed Material; a relational expression or measurement of the Licensed Material.
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).

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- 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, and the Rights to Publish in the Licensed Material listed in Schedule C-c, subject to the terms and conditions of this Licence Agreement.
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- 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 12 (termination and dissolution), this Licence Agreement shall terminate on the date of termination of the Read and Publish Agreement.
- 1.6 Publisher will incorporate tags in metadata contained in the Licensed Material to indicate if a journal article has been published Open Access.

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**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**

- 4.1 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.

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  - 5.1.2 printing, copying, downloading and storing a reasonable portion of individual items of the Licensed Material for the exclusive personal use of the End-User;
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  - 5.1.4 the inclusion of links (URLs) to the Licensed Material;
  - 5.1.5 incorporating links (URLs) to the Licensed Material or parts of 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 content shall carry appropriate acknowledgement of the source, title, author and publisher and the downloaded content is deleted by the end of each semester or trimester in which it is used (with such deletion confirmed in writing to Publisher upon request).
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  - c) store individual journal articles from the Licensed Material in the private library of a social networking site for the End-Users' own personal use only.
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#### 5.4. Text and Datamining

##### 5.4.1. *Rights granted*

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- b) during the Term of the Licence Agreement conduct TDM on the Licensed Material Dataset and create TDM Output for non-commercial, scientific research or academic educational purposes; and
- c) create TDM Output with any data from Licensed Material Dataset, provided this inclusion is restricted to a limited number of short extracts of the Licensed Material Dataset.

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- b) use and share the TDM Output in their scholarly work if doing so would substantially reproduce or redistribute the original Licensed Material and/or has the potential to compete with, substitute, replicate and/or reverse engineer any of Publisher's existing products and/or services available to its customers in the global market;
- c) indirectly or directly use the Licensed Material Dataset and/or the TDM Output for commercial purposes;
- d) remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Licensed Material Dataset;
- e) use any robots, spiders, crawlers or other automated downloading programs, tools or devices to search, scrape, extract, deep link, and index the Licensed Material Dataset and/or the part of TDM Output that consists of Licensed Material,
- f) substantially or systematically reproduce, retain (other than as set out in Article 5.4.4), redistribute, or disseminate the Licensed Material Dataset and/or the part of the TDM Output that consists of Licensed Material;
- g) use the Licensed Material Dataset and/or the part of TDM Output that consists of 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 End-User, such AI Tool is not trained using the Licensed Material Dataset and/or the part of TDM Output that consists of Licensed Material other than for the sole use by the End-User and does not share the Licensed Material Dataset and/or the part of TDM Output that consists of Licensed Material or any part thereof with a third party other than as set out in Article 5.4.1.;
- h) use the Licensed Material Dataset and the TDM Output for any other purpose than as set out in this Licence Agreement and Article 5.4.1. specifically.

5.4.3. The preceding restrictions for use of the Licensed Material Dataset to carry out TDM, do not apply to Licensed Material made available under a Creative Commons (CC) licence, or another Open Access public licence. Use of these publications is subject to the terms and conditions of the applicable Open Access licence.

5.4.4 The Parties hereby acknowledge and agree that any reproductions [extracted] from the Licensed Material Dataset, in compliance with this Licence Agreement, may be retained by the End-User as necessary for the purposes of scientific research, including for the verification/validation of

research results, as set out in the Dutch Auteurswet Artikel 15 n and 15 o and the Directive (EU) 2019/790. The End-User will immediately and permanently delete all other copies (including back-up copies or otherwise) of the Licensed Material Dataset upon completion of the relevant TDM project and/or expiration or termination of the Licence Agreement. The reproductions that are retained under this paragraph and the TDM Output shall remain subject to the terms and conditions of this Licence Agreement.

#### 5.5 *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.

5.6 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.

5.7 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 the 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:
  - limiting access to and use of the Licensed Material to End-Users;
  - 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
  - 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 the 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 the 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:

- o 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 for Publisher to [security@elsevier.com](mailto:security@elsevier.com); for Institution to the Contact Person of the relevant Institution.

- o provide to the other Party a reasonable summary of the circumstances surrounding such Data Breach;
- o co-operate reasonably with the other Party's written requests for information regarding such Data Breach;
- o without undue delay investigate the situation;
- o 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
- o 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 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 Read and Publish 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 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 shall be responsible and accountable for the publishing in Open Access of articles submitted by Eligible Authors and accepted for publication by Publisher, in the journals as specified in Schedule C-c.
- 7.3 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.
- 7.4 Publisher shall make usage data reports on the Institution's usage activity available as described at <https://www.elsevier.com/librarian/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>).
- 7.5 Publisher will make commercially reasonable efforts to comply with the TRANSFER Code of Practice, Version 4.0, published by the UK Serials Group (UKSG).
- 7.6 Publisher will use commercially reasonable efforts to adhere to the specifications of the KBART standards (<http://www.uksg.org/kbart/s5/guidelines>). Publisher shall provide to SURF before December 31 of each year within the Term, in KBART-compliant format, an itemized holdings report that specifies the Licensed Material accessible to each Institution for the upcoming calendar year.
- 7.7 Publisher is working with the LOCKSS organization to archive its journals published since 2008 on the CLOCKSS service.
- 7.8 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).

- 7.9 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.
- 7.10 Publisher agrees to use all commercially reasonable efforts to comply with the Open URL Standard.

## **Article 8 Open Access Publishing**

- 8.1 During the Term of the Read and Publish Agreement Publisher will publish in Open Access any article submitted by an Eligible Author and accepted for publication by the editorial board, for Eligible Journals specified in Schedule C-c, without charging an APC to the Eligible Authors or the Institution so long as such article meets all eligibility criteria, the Eligible Author has chosen the Open Access option, and such article has been validated in the Elsevier Open Access Platform (EOAP). Eligibility is based on the date of submission of the article by the Eligible Author.
- 8.2 Eligible Authors will be identified by Publisher based on the institutional affiliation specified by the Eligible Author during the publishing workflow. The Publisher will clearly notify Eligible Authors of the Rights to Publish Open Access based on this Licence Agreement, both on the relevant pages of its website(s) and in its (online) processes for submitting articles for publication in the journals listed in Schedule C-c. This will make clear that Eligible Authors shall not pay any APC for Open Access Articles.
- 8.3 If an Eligible Author has chosen to publish their otherwise eligible article under the subscription model, the Eligible Author may contact the Publisher and request their article be converted to an Open Access Article. Such requests must be completed by January 31 the year following publication.
- 8.4 In the event an Eligible Author has chosen the Open Access option, the journal article, if accepted for publication in an Eligible Journal, shall automatically present CC BY unless the Eligible Author requests an alternative license.
- 8.5 Eligible Authors will retain copyright of their Open Access Article under all of the CC licences listed herein.-
- 8.6 Irrespective of the licence Eligible Authors retain the right to re-use the article for their own commercial and non-commercial purposes, including creating derivative works, without permission from, or payment to, the Publisher. Each Eligible Author shall, in connection with any such re-use of the article, fully acknowledge and attribute the original publication of the article.
- 8.7 The Eligible Authors may request at any moment to Publisher to convert the chosen alternative licence into a CC BY licence. Publisher shall cooperate with such request without undue delay.
- 8.8 The EOAP requires the Institution to make reasonable efforts to accurately validate that the relevant Eligible Author is affiliated with the Institution and will provide the Institution with the available relevant details including Eligible Author name and e-mail address, DOI, article title, article type, journal title, research funding, acceptance date of the article and the APC. The Institution will receive a notification via email to validate an Eligible Author's eligibility on the EOAP.
- 8.9 Publisher acknowledges and agrees that it is of importance to the Institution and its Eligible Authors that the information about the available licensing models is communicated to Eligible Authors prior to concluding a Licence Agreement with Publisher during the author workflow and

on its website. This information is publicly available both on the Creative Commons website as well as Elsevier's website, as detailed at: <https://www.elsevier.com/about/policies-and-standards/copyright>.

- 8.10 Publisher shall make available a monthly report per Institution of all articles that have been published (Open Access or otherwise) in Hybrid journals and full Open Access journals. This list shall be provided both in machine readable form in a structured format as comma separated value file format (csv) or xls and in human readable format and shall include the following details:
1. Name of the Eligible Author;
  2. Email address of the Eligible Author;
  3. Institution name;
  4. Article title;
  5. Article DOI;
  6. Clickable DOI;
  7. Article type;
  8. Journal title;
  9. eISSN;
  10. OA licence type;
  11. Date of submission;
  12. Date acceptance;
  13. Author journey completion date;
  14. Publication date VOR (if available);
  15. First funder name;
  16. List APC for OA articles;
  17. EOAP status (approved, rejected, subscription).

SURF and the Institutions shall be provided access to Publisher's Open Access Dashboard which will have a reporting option.

- 8.11 For articles published under the contract, Elsevier shall deposit metadata in Crossref. During the Term Elsevier and the Institutions will analyze completeness and correctness of this metadata.
- 8.12 Journal inclusions may from time to time be subject to change, including, but not limited to, changes resulting from the addition of new journal titles, journal transfers and/or changes of business model or ownership.
- 8.13 Both Parties are committed to reach 100% Open Access during the term of this Licence Agreement. In line with this joint ambition, the Publisher offers Eligible Authors the possibility to publish Gold Open Access in the widest possible range of Elsevier journals under the terms of this Licence Agreement. As per the effective date of this Licence Agreement 95% of the journal articles by the Eligible Authors are eligible to be published Open Access. For the remainder of the journal articles, Publisher will continue to strive for sustainable immediate open access options across its journal portfolio to support the 100% Open Access goal. Notwithstanding that the Cell Press and the Lancet full gold Open Access journals and the Hybrid Journal titles Trends in Biotechnology and Trends in Cancer are included in the list of Eligible Journals, the remaining Cell Press and the Lancet non-full Open Access journals are excluded from immediate open access options in the Licence Agreement, however both Parties will work diligently together during the Term of this Licence Agreement to include such journals in order to support the 100% Open Access goal. A title list with all Eligible Journal titles that are covered can be found in Schedule C-c hereto.

## **Article 9 Privacy**

- 9.1 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 9 shall apply to such processing activities.
- 9.2 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.
- 9.3 Publisher shall process 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.

- 9.4 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.
- 9.5 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.



- 9.6 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.
- 9.7 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.
- 9.8 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 9. 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.
- 9.9 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 10 Guarantee**

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

## **Article 11 Warranty; Liability and Indemnifications**

- 11.1 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.



- 11.2 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.
- 11.3 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.
- 11.4 The Institution shall indemnify, defend and hold the 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 the 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, the 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.
- 11.5 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.
- 11.6 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.
- 11.7 Except for the express warranties and indemnities stated herein, the exclusions set out in Article 11.6 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 damages) to the other party which liability shall not exceed a sum equal to total Licence Fee payable by SURF hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Institution, Publisher or any supplier has been advised of the possibility of such liability or damages.

## Article 12 Term; Termination or Dissolution

12.1 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 12.2 of this Licence Agreement. If SURF decides to extend the Read and Publish 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 A.

12.2 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.

12.3 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.

12.4 *Post Termination Access to the Licensed Material.*

Upon termination of all of the Institution's annual subscriptions to the Licensed Material, the Institution may continue to access the Subscribed Titles as set out in Schedule C-b for an annual access fee based on the number of full-text articles downloaded from such titles during the prior twelve (12) months at a rate of EUR 0.063 per download, with a minimum annual fee of EUR 400 (adjusted annually for inflation and cost increases) for the Institution's access to the platform, and/or access such Subscribed Titles through the Portico® electronic archiving service provided by Portico (in which case the Institution will execute a separate licence agreement with Portico whose terms and conditions will also govern the Institution's use of such Subscribed Titles and take precedence - in the event of any conflict or inconsistency with this Licence Agreement) in accordance with the usage provisions of this Licence Agreement, which provisions will survive the termination of the Licence Agreement. Publisher will make available for inspection by a duly authorized auditor of the Institution, at the Institution's sole expense, the records concerning the calculation of the annual access fee once per year during regular business hours upon thirty (30) days written notice to Publisher. If a particular Subscribed Title is withdrawn by Publisher or not renewed by the Institution, but the Institution remains a Licensed Material subscriber, the Institution may continue to access online, at no additional charge, such formerly Subscribed Title for the publication years paid, provided that Publisher continues to hold the electronic rights thereto.

**Article 13 Indivisibility and priority of contract documents**

- 13.1 The following Schedules shall be incorporated into and form an integral part of this Licence Agreement:  
Schedule C-a: Description of Licensed Material, Licence Fee;  
Schedule C-b: Detailed list of Licensed Material with Rights of Use;  
Schedule C-c: Detailed list of Licensed Material with Rights to Publish.
- 13.2 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.
- 13.3 In case of any conflict or inconsistency between the provisions of this Licence Agreement and any of the provisions contained in the Read and Publish Agreement, the provisions of this Licence Agreement shall take precedence over the provisions contained in the Read and Publish Agreement.

**Article 14 Contact Person(s)**

- 14.1 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.
- 14.2 The Contact Person(s) of Publisher for all notifications and practical matters regarding this Licence Agreement shall be:

Name: [REDACTED]  
Title: [REDACTED]  
Address: [REDACTED]  
Email: [REDACTED]

- 14.3 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 15 Miscellaneous Provisions**

- 15.1 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.
- 15.2 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.
- 15.3 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:

- 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.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 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.
- 15.8 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.
- 15.9 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.
- 15.10 This Licence Agreement shall be governed by and construed in accordance with the laws of the Netherlands.
- 15.11 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 \_\_\_\_\_

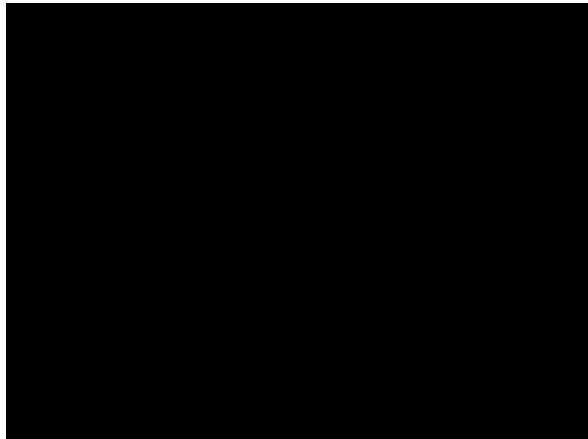
\_\_\_\_\_  
<NAME OF INSTITUTION>

On behalf of <Institution>

<name of authorised signatory Institution>  
<function>

At Amsterdam

On 07-Jan-2025



**Schedules**

- C-a: Description of Licensed Material, and Licence Fees;
- C-b: Detailed list of Licensed Material with Rights of Use;
- C-c: Detailed list of Licensed Material with Rights to Publish.

**Schedule C-a Description of Licensed Material, and Licence Fee**

**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 and the Rights to Publish in accordance with the terms of the Licence Agreement.

<b>Licensed Material and (Publishing) Services– publisher</b>	<b>Access</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
ScienceDirect® online – Elsevier B.V.	sciencedirect.com			
-Complete Freedom Collection				
-Cell Press				
-Clinics				
-Society Titles				
-The Lancet journals				
Publishing Services				

**Conditions**

1. The products named above comprise access rights and publishing rights to the journals detailed in Schedules C-b and C-c;
2. The Licence year for this Licence Agreement is set to start on January 1<sup>st</sup> and expires on December 31<sup>st</sup>;
3. Prices are in Euro, exclusive of VAT.

**Schedule C-b Detailed list of Licensed Material with Rights of Use**

**Journal Collection(s):**

**Complete Freedom Collection:** Electronic access to the full text of all articles from the Elsevier journal titles published since 1 January 1995 set forth in the Complete Freedom Collection Journal Title List at [http://www.elsevier.com/solutions/sciencedirect/content/journal-title-lists#journal\\_title\\_list](http://www.elsevier.com/solutions/sciencedirect/content/journal-title-lists#journal_title_list) (plus The Lancet, The Lancet Infectious Diseases, The Lancet Neurology and The Lancet Oncology), as may be updated annually with the changes effective as of 1 January of the following calendar year of the term of the Agreement.

**Cell Press Collection:** Electronic access to the full text of all articles from the Cell Press journal titles published since 1 January 1995 identified in this Schedule C-b.

**Clinics Collection:** Electronic access to the full text of all articles from the Clinics journal titles published since 1 January 1995 identified in this Schedule C-b.

**Society Titles:** Electronic access to the full text of all articles from the Elsevier journal titles published since 1 January 1995 identified in this Schedule C-b.

**The Lancet Journals:** Electronic access to the full text of articles from The Lancet journal titles, published since 1 January 1995 identified in this Schedule C-b.

**Universities of Applied Sciences**

The Institutions mentioned under the Dutch Universities of Applied Sciences in Schedule A shall only have access to the Complete Freedom Collection.

**Subscribed Titles  
with PTA Rights**

**Cell Press Titles**

Product ID	ISSN	Cell Press Title (online only)
02216	0960-9822	Current Biology
02218	0969-2126	Structure
02215	2451-9456	Cell Chemical Biology
07590	0092-8674	Cell
07591	1074-7613	Immunity
07592	1097-2765	Molecular Cell
07593	0896-6273	Neuron
07594	1534-5807	Developmental Cell
07595	1535-6108	Cancer Cell
13368	1550-4131	Cell Metabolism
07703	1931-3128	Cell Host & Microbe
07704	1934-5909	Cell Stem Cell

07813	0002-9297	The American Journal of Human Genetics
13437	0006-3495	Biophysical Journal
12877	1525-0016	Molecular Therapy
18907	2542-4351	Joule
18929	2589-5974	Trends in Chemistry
18948	2590-2385	Matter
30121	2590-3322	One Earth
18800	2405-4712	Cell Systems
18835	2405-8033	Trends in Cancer
18875	2451-9294	Chem

### Clinics Titles

Product ID	ISSN	Clinics Title (online only)
13047CLN	1932-2275	Anesthesiology Clinics
13032CLN	1061-3315	Atlas of the Oral and Maxillofacial Surgery Clinics of North America
12925CLN	1877-9182	Cardiac Electrophysiology Clinics
13203CLN	0733-8651	Cardiology Clinics
13292CLN	1056-4993	Child and Adolescent Psychiatric Clinics of North America
13293CLN	0272-5231	Clinics in Chest Medicine
13298CLN	0749-0690	Clinics in Geriatric Medicine
13230CLN	0272-2712	Clinics in Laboratory Medicine
13231CLN	1089-3261	Clinics in Liver Disease
13258CLN	0095-5108	Clinics in Perinatology
13105CLN	0094-1298	Clinics in Plastic Surgery
13036CLN	0891-8422	Clinics in Podiatric Medicine and Surgery
13113CLN	0278-5919	Clinics in Sports Medicine
13050CLN	0749-0704	Critical Care Clinics
13159CLN	0899-5885	Critical Care Nursing Clinics of North America
13004CLN	0011-8532	Dental Clinics of North America
13296CLN	0733-8635	Dermatologic Clinics
13211CLN	0733-8627	Emergency Medicine Clinics of North America
13212CLN	0889-8529	Endocrinology & Metabolism Clinics of North America
13060CLN	1064-7406	Facial Plastic Surgery Clinics of North America
13059CLN	1083-7515	Foot and Ankle Clinics
13214CLN	0889-8553	Gastroenterology Clinics of North America
13217CLN	1052-5157	Gastrointestinal Endoscopy Clinics of North America
13063CLN	0749-0712	Hand Clinics
13369CLN	1551-7136	Heart Failure Clinics
13299CLN	0889-8588	Hematology/Oncology Clinics of North America
13300CLN	0889-8561	Immunology and Allergy Clinics of North America
13224CLN	0891-5520	Infectious Disease Clinics of North America
14109CLN	2211-7458	Interventional Cardiology Clinics



13080CLN	1064-9689	Magnetic Resonance Imaging Clinics of North America
13238CLN	0025-7125	Medical Clinics of North America
13090CLN	1052-5149	Neuroimaging Clinics of North America
13312CLN	0733-8619	Neurologic Clinics
13093CLN	1042-3680	Neurosurgery Clinics of North America
13184CLN	0029-6465	Nursing Clinics of North America
13254CLN	0889-8545	Obstetrics and Gynecology Clinics of North America
13033CLN	1042-3699	Oral and Maxillofacial Surgery Clinics of North America
13102CLN	0030-5898	Orthopedic Clinics of North America
13103CLN	0030-6665	Otolaryngologic Clinics of North America
13257CLN	0031-3955	Pediatric Clinics of North America
13406CLN	1556-8598	Pet Clinics
13315CLN	1047-9651	Physical Medicine and Rehabilitation Clinics of North America
18840CLN	2405-7991	Physician Assistant Clinics
13261CLN	0095-4543	Primary Care: Clinics in Office Practice
13316CLN	0193-953X	Psychiatric Clinics of North America
13106CLN	0033-8389	Radiologic Clinics of North America
13263CLN	0889-857X	Rheumatic Disease Clinics of North America
13408CLN	1556-4088	Sleep Medicine Clinics Online
13117CLN	0039-6109	Surgical Clinics of North America
13323CLN	1055-3207	Surgical Oncology Clinics of North America
13435CLN	1875-9181	Surgical Pathology Clinics
13052CLN	1547-4127	Thoracic Surgery Clinics
13130CLN	0094-0143	Urologic Clinics of North America
13006CLN	0749-0739	Veterinary Clinics of North America: Equine Practice
13008CLN	1094-9194	Veterinary Clinics of North America: Exotic Animal Practice
13009CLN	0749-0720	Veterinary Clinics of North America: Food Animal Practice
13041CLN	0195-5616	Veterinary Clinics of North America: Small Animal Practice

### Society Titles

Product ID	ISSN	Subscribed Title (online only)
13351	1076-6332	Academic Radiology
13265	2949-8139	Advances in Kidney Disease and Health
13229	0272-6386	American Journal of Kidney Diseases
13246	0002-9378	American Journal of Obstetrics & Gynecology
14037	1081-1206	Annals of Allergy, Asthma & Immunology
30187	0923-7534	Annals of Oncology
13421	0890-5096	Annals of Vascular Surgery
13310	0003-9993	Archives of Physical Medicine and Rehabilitation
13049	0749-8063	Arthroscopy
18408	2058-5349	BJA Education
07501	1538-4721	Brachytherapy
18407	0007-0912	British Journal of Anaesthesia

18838	0012-3692	Chest
13344	1542-3565	Clinical Gastroenterology and Hepatology
18105	1198-743X	Clinical Microbiology and Infection
07647	0015-0282	Fertility and Sterility
13216	0016-5085	Gastroenterology
13360	1547-5271	Heart Rhythm
18284	1365-182X	HPB
07551	0360-3016	International Journal of Radiation Oncology, Biology, Physics
07811	1936-878X	JACC: Cardiovascular Imaging
07812	1936-8798	JACC: Cardiovascular Interventions
18802	2405-500X	JACC: Clinical Electrophysiology
14130	2213-1779	JACC: Heart Failure
13455	1556-3499	Journal of Chiropractic Humanities
14031	1094-6950	Journal of Clinical Densitometry
14027	0099-2399	Journal of Endodontics
08665	0380-1330	Journal of Great Lakes Research
07715	0022-202X	Journal of Investigative Dermatology
13431	1939-8654	Journal of Medical Imaging and Radiation Sciences
13372	1553-4650	Journal of Minimally Invasive Gynecology
18841	2155-8256	Journal of Nursing Regulation
18872	FS00-8872	Journal of Obstetric, Gynecologic & Neonatal Nursing and Nursing for Women's Health
18868	0884-2175	<i>Journal of Obstetric, Gynecologic &amp; Neonatal Nursing</i>
18869	1751-4851	<i>Nursing for Women's Health</i>
18862	1701-2163	Journal of Obstetrics and Gynaecology Canada
13068	0278-2391	Journal of Oral and Maxillofacial Surgery
18866	0022-3549	Journal of Pharmaceutical Sciences
13264	1051-2276	Journal of Renal Nutrition
13450	0890-8567	Journal of the American Academy of Child & Adolescent Psychiatry
07681	0735-1097	Journal of the American College of Cardiology
13357	1546-1440	Journal of the American College of Radiology
13380	1525-8610	Journal of the American Medical Directors Association
18865	1544-3191	Journal of the American Pharmacists Association
13242	0894-7317	Journal of the American Society of Echocardiography
18876	0027-9684	Journal of the National Medical Association
18831	1556-0864	Journal of Thoracic Oncology
13422	1051-0443	Journal of Vascular and Interventional Radiology
13089	0741-5214	Journal of Vascular Surgery
18849	0085-2538	Kidney International
14110	0025-6196	Mayo Clinic Proceedings
07539	0958-3947	Medical Dosimetry
07585	0161-6420	Ophthalmology

18927	2589-4196	Ophthalmology Glaucoma
18397	2468-6530	Ophthalmology Retina
12937	1879-8500	Practical Radiation Oncology
18793	1550-7424	Rangeland Ecology & Management
18794	0190-0528	Rangelands
13367	1550-7289	Surgery for Obesity and Related Diseases
14116	1064-7481	The American Journal of Geriatric Psychiatry
07587	0002-9343	The American Journal of Medicine
14039	0002-9440	The American Journal of Pathology
18851	0002-9629	The American Journal of the Medical Sciences
07610	0003-4975	The Annals of Thoracic Surgery
18893	1553-7250	The Joint Commission Journal on Quality and Patient Safety
14131	2213-2198	The Journal of Allergy and Clinical Immunology: In Practice
13136	0363-5023	The Journal of Hand Surgery
07583	1053-2498	The Journal of Heart and Lung Transplantation
14040	1525-1578	The Journal of Molecular Diagnostics
18763	0002-8177	The Journal of the American Dental Association
13088	0022-5223	The Journal of Thoracic and Cardiovascular Surgery
13342	2666-6367	Transplantation and Cellular Therapy
07554	0301-5629	Ultrasound in Medicine & Biology
18377	1467-2987	Veterinary Anaesthesia and Analgesia

#### The Lancet journals

Product ID	ISSN	The Lancet Title (online only)
18394	2352-4642	The Lancet Child & Adolescent Health
10182	2213-8587	The Lancet Diabetes & Endocrinology
18342	2468-1253	The Lancet Gastroenterology & Hepatology
17745	2352-3026	The Lancet Haematology
17746	2352-3018	The Lancet HIV
17058	2215-0366	The Lancet Psychiatry
17012	2213-2600	The Lancet Respiratory Medicine
30154	2665-9913	The Lancet Rheumatology

## Schedule C-c Detailed list of Licensed Material with Rights to Publish

Journal Title	ISSN	OA Type:
AACE Clinical Case Reports	2376-0605	FULL
Academic Pathology	2374-2895	FULL
Academic Pediatrics	1876-2859	HYBRID
Academic Radiology	1076-6332	HYBRID
Accident Analysis & Prevention	0001-4575	HYBRID
Accounting, Organizations and Society	0361-3682	HYBRID
Acta Astronautica	0094-5765	HYBRID
Acta Biomaterialia	1742-7061	HYBRID
Acta Colombiana de Cuidado Intensivo	0122-7262	HYBRID
Acta Histochemica	0065-1281	HYBRID
Acta Materialia	1359-6454	HYBRID
Acta Oecologica	1146-609X	HYBRID
Acta Otorrinolaringológica (English Edition)	2173-5735	HYBRID
Acta Otorrinolaringológica Española	0001-6519	HYBRID
Acta Pharmaceutica Sinica B	2211-3835	FULL
Acta Psychologica	0001-6918	FULL
Acta Tropica	0001-706X	HYBRID
Actas Urológicas Españolas	0210-4806	HYBRID
Actas Urológicas Españolas (English Edition)	2173-5786	HYBRID
Ad Hoc Networks	1570-8705	HYBRID
Addiction Neuroscience	2772-3925	FULL
Addictive Behaviors	0306-4603	HYBRID
Addictive Behaviors Reports	2352-8532	FULL
Additive Manufacturing	2214-8604	HYBRID
Additive Manufacturing Letters	2772-3690	FULL
Advanced Drug Delivery Reviews	0169-409X	HYBRID
Advanced Engineering Informatics	1474-0346	HYBRID
Advanced Powder Technology	0921-8831	HYBRID
Advances in Accounting	0882-6110	HYBRID
Advances in Applied Energy	2666-7924	FULL
Advances in Applied Mathematics	0196-8858	HYBRID
Advances in Bamboo Science	2773-1391	FULL
Advances in Biological Regulation	2212-4926	HYBRID
Advances in Cancer Biology - Metastasis	2667-3940	FULL
Advances in Colloid and Interface Science	0001-8686	HYBRID
Advances in Engineering Software	0965-9978	HYBRID
Advances in Industrial and Manufacturing Engineering	2666-9129	FULL
Advances in Integrative Medicine	2212-9588	HYBRID
Advances in Kidney Disease and Health	2949-8139	HYBRID
Advances in Life Course Research	1569-4909	HYBRID
Advances in Mathematics	0001-8708	HYBRID
Advances in Medical Sciences	1896-1126	HYBRID
Advances in Nutrition	2161-8313	FULL
Advances in Oral and Maxillofacial Surgery	2667-1476	FULL
Advances in Redox Research	2667-1379	FULL
Advances in Sample Preparation	2772-5820	FULL
Advances in Space Research	0273-1177	HYBRID
Advances in Water Resources	0309-1708	HYBRID
Aeolian Research	1875-9637	HYBRID

Journal Title	ISSN	OA Type:
Aerospace Science and Technology	1270-9638	HYBRID
AEÜ - International Journal of Electronics and Communications	1434-8411	HYBRID
African Journal of Emergency Medicine	2211-419X	FULL
African Transport Studies	2950-1962	HYBRID
Ageing Research Reviews	1568-1637	HYBRID
Aggression and Violent Behavior	1359-1789	HYBRID
Aging and Health Research	2667-0321	FULL
Aging Brain	2589-9589	FULL
Agricultural and Forest Meteorology	0168-1923	HYBRID
Agricultural Systems	0308-521X	HYBRID
Agricultural Water Management	0378-3774	FULL
Agriculture, Ecosystems & Environment	0167-8809	HYBRID
AI Thermal Fluids	3050-5852	FULL
Ain Shams Engineering Journal	2090-4479	FULL
Air Medical Journal	1067-991X	HYBRID
AJO International	2950-2535	FULL
AJO-DO Clinical Companion	2666-4305	HYBRID
AJOG Global Reports	2666-5778	FULL
AJPM Focus	2773-0654	FULL
Alcohol	0741-8329	HYBRID
Alexandria Engineering Journal	1110-0168	FULL
Algal Research	2211-9264	HYBRID
American Heart Journal	0002-8703	HYBRID
American Heart Journal Plus: Cardiology Research and Practice	2666-6022	FULL
American Journal of Emergency Medicine	0735-6757	HYBRID
American Journal of Infection Control	0196-6553	HYBRID
American Journal of Kidney Diseases	0272-6386	HYBRID
American Journal of Medicine Open	2667-0364	FULL
American Journal of Obstetrics & Gynecology	0002-9378	HYBRID
American Journal of Obstetrics & Gynecology MFM	2589-9333	HYBRID
American Journal of Ophthalmology	0002-9394	HYBRID
American Journal of Ophthalmology Case Reports	2451-9936	FULL
American Journal of Orthodontics and Dentofacial Orthopedics	0889-5406	HYBRID
American Journal of Otolaryngology	0196-0709	FULL
American Journal of Pharmaceutical Education	0002-9459	HYBRID
American Journal of Preventive Cardiology	2666-6677	FULL
American Journal of Preventive Medicine	0749-3797	HYBRID
American Journal of Transplantation	1600-6135	HYBRID
Ampersand	2215-0390	FULL
Anaerobe	1075-9964	HYBRID
Anaesthesia Critical Care & Pain Medicine	2352-5568	HYBRID
Analytic Methods in Accident Research	2213-6657	HYBRID
Analytica Chimica Acta	0003-2670	HYBRID
Analytical Biochemistry	0003-2697	HYBRID
Anesthésie & Réanimation	2352-5800	HYBRID
animal	1751-7311	FULL
animal - open space	2772-6940	FULL
Animal Behaviour	0003-3472	HYBRID
Animal Feed Science and Technology	0377-8401	HYBRID
Animal Reproduction Science	0378-4320	HYBRID
Annales de Chirurgie Plastique Esthétique	0294-1260	HYBRID
Annales de Dermatologie et de Vénérologie	0151-9638	HYBRID
Annales de Pathologie	0242-6498	HYBRID

Journal Title	ISSN	OA Type:
Annales d'Endocrinologie	0003-4266	HYBRID
Annales Françaises d'Oto-Rhino-Laryngologie et de Pathologie Cervico-Faciale	1879-7261	HYBRID
Annales Médico-Psychologiques	0003-4487	HYBRID
Annals of 3D Printed Medicine	2666-9641	FULL
Annals of Allergy, Asthma & Immunology	1081-1206	HYBRID
Annals of Anatomy	0940-9602	HYBRID
Annals of Diagnostic Pathology	1092-9134	HYBRID
Annals of Emergency Medicine	0196-0644	HYBRID
Annals of Epidemiology	1047-2797	HYBRID
Annals of Hepatology	1665-2681	FULL
Annals of Nuclear Energy	0306-4549	HYBRID
Annals of Oncology	0923-7534	HYBRID
Annals of Physical and Rehabilitation Medicine	1877-0657	HYBRID
Annals of Physics	0003-4916	HYBRID
Annals of Pure and Applied Logic	0168-0072	HYBRID
Annals of Thoracic Surgery Short Reports	2772-9931	FULL
Annals of Tourism Research	0160-7383	HYBRID
Annals of Tourism Research Empirical Insights	2666-9579	FULL
Annals of Vascular Surgery	0890-5096	HYBRID
Annals of Vascular Surgery - Brief Reports and Innovations	2772-6878	FULL
Annual Reviews in Control	1367-5788	HYBRID
Anthropocene	2213-3054	HYBRID
Antiviral Research	0166-3542	HYBRID
Appetite	0195-6663	HYBRID
Applications in Energy and Combustion Science	2666-352X	FULL
Applications in Engineering Science	2666-4968	FULL
Applied Acoustics	0003-682X	HYBRID
Applied and Computational Harmonic Analysis	1063-5203	HYBRID
Applied Animal Behaviour Science	0168-1591	HYBRID
Applied Catalysis A: General	0926-860X	HYBRID
Applied Catalysis B: Environment and Energy	0926-3373	HYBRID
Applied Catalysis O: Open	2950-6484	FULL
Applied Clay Science	0169-1317	HYBRID
Applied Computing and Geosciences	2590-1974	FULL
Applied Corpus Linguistics	2666-7991	HYBRID
Applied Energy	0306-2619	HYBRID
Applied Ergonomics	0003-6870	HYBRID
Applied Food Research	2772-5022	FULL
Applied Geochemistry	0883-2927	HYBRID
Applied Geography	0143-6228	HYBRID
Applied Materials Today	2352-9407	HYBRID
Applied Mathematical Modelling	0307-904X	HYBRID
Applied Mathematics and Computation	0096-3003	HYBRID
Applied Mathematics Letters	0893-9659	HYBRID
Applied Numerical Mathematics	0168-9274	HYBRID
Applied Nursing Research	0897-1897	HYBRID
Applied Ocean Research	0141-1187	FULL
Applied Radiation and Isotopes	0969-8043	HYBRID
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International Journal of Law and Psychiatry	0160-2527	HYBRID
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International Journal of Mass Spectrometry	1387-3806	HYBRID
International Journal of Mechanical Sciences	0020-7403	HYBRID
International Journal of Medical Informatics	1386-5056	HYBRID
International Journal of Medical Microbiology	1438-4221	FULL
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International Journal of Nursing Studies	0020-7489	HYBRID
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International Review of Economics & Finance	1059-0560	FULL
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JACC: Asia	2772-3747	FULL
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Journal of Oral and Maxillofacial Surgery	0278-2391	HYBRID



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Journal of Retailing	0022-4359	HYBRID
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