

WILEY ONLINE ENHANCED AGREEMENT FOR CONSORTIUM CUSTOMERS

This Agreement dated as of 1st January 2019 (the “Agreement”) sets forth the terms and conditions under which John Wiley & Sons, Inc. (“Wiley US”), a New York corporation, 111 River Street, Hoboken, New Jersey 07030, and its affiliates, including without limitation, John Wiley & Sons, Ltd., a company incorporated under the laws of England and Wales, The Atrium, Southern Gate, Chichester, West Sussex PO19 8SQ (“Wiley UK”), Wiley-VCH Verlag GmbH & Co. KGaA, a company incorporated under the laws of Germany, Boschstrasse 12 D-69469 Weinheim, Germany (“Wiley Germany”) and John Wiley & Sons Australia, Ltd., Level 5, 42 McDougall St., Milton, Queensland, Australia 4064 (“Wiley Australia”), collectively “Wiley” will provide Unit - The Directorate for ICT and shared services in Higher Education and Research, Abelsgate 5, Teknobyen, 7030 Trondheim, Norway (the “Consortium”), with access to the Electronic Products and Services subscribed to by the Consortium via Wiley Online Library.

A. **DEFINITIONS**

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

1. **Accepted Articles** - articles that have been accepted for publication in a Wiley journal.
2. **Article Publication Charge (APC)** - the charge levied by Wiley on the acceptance of an Accepted Article for publication on an open access basis in Hybrid and Gold Open Access Journals, the amount of which is dependent on the publication in which such material is published
3. **Authorized Users** - Those persons who are authorized by the Customer to have access to Wiley Online Library. Authorized Users must be current bona fide faculty members, students, researchers, staff members, librarians, scientific staff, other executives or employees of the Customer, or contractors engaged by the Customer, provided such contractors have been informed of, and agree to abide by, the Terms and Conditions of Use set forth herein and they access Wiley Online Library via the Customer’s Secure Network. Walk-in Users from the general public or business invitees may also be permitted by the Customer to access Wiley Online Library from designated terminals with a Customer-controlled IP address. These designated terminals shall be physically located in libraries or similar physical premises directly controlled by the Customer. The above definitions apply to users at university hospitals as applicable for certain member institutions.
4. **Corresponding Author** - an individual member of teaching or research staff employed by the Customer or a student enrolled at the Customer who is responsible for manuscript submission, correction, proof reading, whole correspondence during the paper submission, handling the revisions and re-submission of revised manuscripts up to the acceptance of the manuscripts by Wiley, and who is named as the Corresponding Author on the final published article; and who is authorized by the Customer to submit the article to Wiley.
5. **Customer** – The Consortium named above, which has been authorized to sign this Agreement by agreement with and on behalf of its member institutions (“Member Institutions”) listed in Appendix A, who have agreed to participate in this Agreement as part of the Consortium. Each such participating Member Institution shall provide access to Wiley Online Library via its Secure Network for its Authorized Users as defined in this Agreement and is responsible for the payments specified in the attached Appendices and for the implementation of the Agreement.

The term “Customer” shall be deemed to include each such participating Member Institution in the singular and all such participating Member Institutions, as the case may be, as well as the Consortium signing on their collective behalf.

Appendix A will include information on IP addresses for the Secure Network which are covered by this Agreement and contacts for each such Member Institution. Each Appendix for a Licensed Electronic Product will specify financial terms for each Member Institution.

6. **Electronic Products** - All products, services and content available in Wiley Online Library shall be deemed included within the definition of Electronic Products. Details specific to the type of electronic products or services licensed hereunder as well as pricing and the Customer's access rights are provided in the appropriate Appendix. These products and services are defined as follows:

- a. **Licensed Electronic Products** - The electronic (online) editions of Wiley journals and other publications and the content therein, including but not limited to major reference works, Current Protocols laboratory manuals and databases which the Customer has licensed hereunder as specified herein and in the appropriate Appendices.

Licensed Electronic Products are listed in the Appendices as follows:

Appendix B Online Journals

- b. **Licensed Electronic Services** – The electronic features and services in Wiley Online Library available to the Customer and its Authorized Users, as follows.
1. *EarlyView* – publishes peer reviewed, fully citable articles online as soon as they are ready, before the release of the compiled journal issue.
 2. *Saved Title Alerts* – allows Authorized Users to request and receive via e-mail the tables of contents from any of the journals available online in Wiley Online Library and to receive notification of articles newly published which match specified search criteria.

7. **Hybrid Journals** - Subscription journals published by Wiley that also offer authors the option to publish papers on an open access basis.
8. **Gold Open Access Journals** – Open access journals published by Wiley that publish all papers on an open access basis.
9. **Institutional Account List** - the list of institutional account holders Wiley publishes on <https://authorservices.wiley.com/author-resources/Journal-Authors/licensing-open-access/open-access/institutional-funder-payments.html>.
10. **Intellectual Property Rights** - These rights include, without limitation, patents, trademarks, trade names, design rights, copyright (including rights in computer software), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, which may subsist anywhere in the world.
11. **Secure Network** - The network which provides access to Wiley Online Library for Authorized Users via the Customer's IP addresses.
12. **Wiley Online Library** - The online service (or any successor thereto) available from Wiley including all products, services and features offered via the service. Certain products and services under this Agreement may be delivered from other platforms as noted in the Appendices. The terms and conditions hereof are equally applicable to those products and services.

13. **WOAA** - the Wiley open access account held by the Customer for the purposes of administering open access workflows in Wiley's Hybrid and Gold Journals.

B. ACCESS AND PUBLICATION PRIVILEGES

1. Wiley grants to the Customer and its Authorized Users, during the Term as defined below, a non-exclusive, non-transferable right and license to access, via Wiley Online Library, the full text and other material such as datasets published online in Wiley Online Library for the Licensed Electronic Products as listed in the Appendices attached hereto as may be amended from time to time on the Terms and Conditions of Use described below.
2. Authorized Users will have access to all available tables of contents, article abstracts, chapter summaries and associated websites for all Electronic Products on Wiley Online Library.
3. The Customer grants access to Wiley Online Library only to Authorized Users as defined herein. The number of the Authorized Users who may simultaneously access Wiley Online Library is unlimited.
4. The Customer acknowledges that the Electronic Products and Wiley Online Library and the Intellectual Property Rights contained therein are protected by law. All rights not specifically licensed herein to the Customer are expressly reserved by Wiley. The contents of Wiley Online Library and the Electronic Products are solely for the personal, non-commercial use of the Authorized Users.
5. All Authorized Users are bound by the Terms of Use which are available at <https://onlinelibrary.wiley.com/terms-and-conditions>. Wiley reserves the right to modify such Terms of Use as described therein. Wiley will endeavor to notify the Customer if material changes to the Terms of Use are made; any inadvertent failure to make such notification shall not be deemed a breach of the Agreement.
6. Wiley grants Corresponding Authors during the Term, as defined below, a non-transferable right to publish Accepted Articles open access ("Open Access Right") in Wiley's Hybrid and Gold Open Access Journals as provided in Appendix C subject to payment provided in Appendix B (c). For the avoidance of doubt, the Open Access Right shall only apply to Articles accepted for publication by Wiley between the implementation of this Agreement and 31st December 2021. Corresponding Authors publishing Accepted Articles open access will be required to sign the then-current open access publishing agreement provided by Wiley.

C. TERMS AND CONDITIONS OF USE

1. The rights and restrictions governing access to Wiley Online Library and the Electronic Products by the Customer and its Authorized Users are outlined below.
 - a. Authorized Users may download, search, retrieve, display and view, copy and save to a Secure Network or other electronic storage media and store or print out single copies of individual articles, chapters or entries in the Licensed Electronic Products for the Authorized User's own personal use, scholarly, educational or scientific research or internal business use. Authorized Users may also transmit such material to a third-party colleague in hard copy or electronically, for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale, systematic distribution, e.g. posting on a listserv, network (including distribution through social networking websites and scholarly collaboration networks, except for those that have agreed to

Wiley's Article Sharing Policy found here:

<https://onlinelibrary.wiley.com/researchers/tools-resources/article-sharing> and solely in accordance therewith) or automated delivery, or for any other use. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from individual articles, chapters or other entries from the Licensed Electronic Products in the Authorized User's own scientific, scholarly and educational works such as books and articles.

- b. All Authorized Users have the option to create a My Profile Page which will allow them to create data files and links to articles, chapters and entries of interest in the Licensed Electronic Products, and search criteria which may be reused by them. In order to do so, the Authorized User will have to select and register a user name and password which the Authorized User must keep confidential and not disclose to or share with anyone else.
 - c. The Customer and its Authorized Users may create links to Wiley Online Library from their Online Public Access Catalog (OPAC) records, library catalogs, link resolvers, locally hosted databases or library web pages, provided those links are operated by the Customer on a Secure Network, do not result in access to licensed content by anyone other than Authorized Users and are not used in connection with any paid or commercial service or for any other commercial use whatsoever. Authorized Users may search, view, and browse Licensed Electronic Products using the interface provided by Wiley. Automated searching, robotic searching and decompilation are strictly prohibited.
 - d. Authorized Users who are members of the Customer's faculty or staff may download and print out multiple copies of material from Licensed Electronic Products for the purpose of making a multi-source collection of information for classroom use (course-pack) or a virtual learning environment, to be distributed to students at the Customer's institution free of charge or at a cost-based fee. Material from Licensed Electronic Products may also be stored in electronic format in secure electronic data files for access by Authorized Users who are students at the Customer's institution, as part of their course work, so long as reasonable access control methods are employed such as user name and password.
 - e. The Customer's library staff may supply to another library, upon request by that library, either a single paper copy (by post or fax) or an electronic copy of an individual document from the Licensed Electronic Products, for the purpose of research or private study. The electronic copy must be supplied by secure electronic transmission and must be deleted by the recipient library immediately after printing a paper copy of the document for its user
 - f. Authorized Users who wish to text and data mine the Licensed Electronic Products for non-commercial purposes may do so by using the CrossRef Text and Data Mining Service <http://tdmsupport.crossref.org/researchers/> and consenting to Wiley's Text and Data Mining Agreement at <http://olabout.wiley.com/WileyCDA/Section/id-826542.html>.
 - g. The right to publish open access in Wiley's Hybrid and Gold Open Access Journals is granted only to Corresponding Authors subject to the terms of Appendix C. Wiley reserves the right to verify periodically that Corresponding Authors qualify under the description listed above.
2. Except as provided in Paragraph C.1 above or with respect to material published on an open access basis, Authorized Users may not copy, distribute, transmit or otherwise reproduce, sell, or resell material from the Electronic Products; store such material in any form or medium in a

retrieval system; or transmit such material, directly or indirectly, for use in any paid service such as document delivery or list serve, or for use by any information brokerage or for systematic distribution, whether or not for commercial or non-profit use, or for a fee or free of charge.

3. The Customer and its Authorized Users may not remove, obscure or modify any copyright or proprietary notices, author attribution or any disclaimer as they appear on Wiley Online Library. Authorized Users may not integrate material from the Electronic Products with other material or otherwise create derivative works in any medium. However, brief quotations for purposes of comment, criticism or similar scholarly purposes are not prohibited herein.
4. Authorized Users may not do anything to restrict or inhibit any other Authorized User's access to or use of Wiley Online Library and the Licensed Electronic Products.
5. If an Authorized User fails to abide by these Terms and Conditions of Use or other terms of this Agreement, or a Member Institution hosts an IP address or range of addresses that have been identified as abusive or malicious, Wiley reserves the right in its sole discretion to suspend or terminate access to Wiley Online Library and the Licensed Electronic Products by such Authorized User or IP address(es) immediately without notice, in addition to any other available remedies. Except in the case of a material breach which Wiley deems dangerous to the integrity and security of Wiley Online Library, or for a breach which, if not immediately remedied, is likely in Wiley's opinion to continue to cause damage, Wiley shall give prior written notice to the Customer and the Member Institution of its intention to terminate such access and shall allow the Customer, Member Institution and/or the Authorized User as applicable 30 days after receipt of such notice to cure the breach or agree to abide by the terms and conditions of this Agreement. The Customer and/or the Member Institution shall notify Wiley when malicious credentials associated with offending IP address(es) have been remediated. Wiley will provide relevant information to the Member Institution in order for the institution to be able to remedy the breach. Wiley shall immediately restore services upon notification that credentials associated with the abusive or malicious activity have been remediated.

D. FEES AND CHARGES

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

E. **MUTUAL OBLIGATIONS**

1. Wiley will:

- a. make reasonable efforts to ensure uninterrupted online access to and continuous availability of the Licensed Electronic Products to Authorized Users in accordance with this Agreement, and to restore access to such Licensed Electronic Products as promptly as possible in the event of an interruption or suspension of the Wiley Online Library service which is not attributable to any third-party service provider over which Wiley has no control (e.g., an Internet or telecommunications service provider);
- b. provide aggregate usage statistics to the Customer which are compliant with COUNTER Codes of Practice or conform to the then-prevailing industry standard (except as otherwise specified in the attached Appendices) about the use of the Licensed Electronic Products by the Customer's Authorized Users, consistent with applicable privacy laws and confidentiality requirements.
- c. publish on an open access basis Accepted Articles submitted by Corresponding Authors, accepted by Wiley, and by Corresponding Authors selecting the open access option in the workflow provided by Wiley, subject to the terms of Appendix C, payment of the fee outlined in Appendix B and subject to the terms of Appendix D.
- d. Work with Unit to develop workflows within the Term of the Agreement to provide a central repository with the final versions of published articles (pdf full-text and xml metadata) published open access under this Agreement, and metadata and permitted versions of subscription articles.

2. The Customer will:

- a. take all reasonable measures to inform Authorized Users of the Terms and Conditions of Use governing access to Wiley Online Library and to emphasize to such Authorized Users the need to comply with whatever restrictions on access, use, reproduction and transmission are included therein; <https://onlinelibrary.wiley.com/terms-and-conditions>
- b. make access available to Authorized Users only through the Customer's Secure Network and from valid IP addresses or other secure authentication methods as described in the appropriate Appendix; undertake reasonable measures within its control to prevent access to and improper use of the Licensed Electronic Products and Wiley Online Library by unauthorized persons (including without limitation using the most current patches, regularly scanning the Secure Network for vulnerabilities, and regularly monitoring the proxy logs for unauthorized user access (such as multiple logins using the same id, high volume downloads, and tracking/blocking automated traffic)); and take responsibility for remediating all issues uncovered and for terminating any unauthorized access of which it has actual notice or knowledge. Wiley and UNIT agree to use all best efforts to transition such Member Institutions (with guidance from Wiley) to SAML (or equivalent) authentication within a timeframe agreed upon by both parties.
- c. provide Wiley with information about the Customer's IP addresses or SAML configuration as applicable which can be used by Wiley to authenticate Authorized Users

and for the purposes of identifying eligible authors. The Customer represents that all such IP addresses or configurations shall be limited to the Customer's Secure Network, and shall be listed in Appendix A as updated from time to time. The Customer shall be responsible for ensuring that all IP addresses or SAML configurations on Appendix A or otherwise provided to Wiley correspond with the Customer's IP addresses or configurations Without limiting the Customer's obligations hereunder or Wiley's rights and remedies in the event of breach, the Customer agrees to pay Wiley, if Wiley so elects, for any access to Wiley Online Library for IP addresses that do not meet the preceding criteria.

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

F. **ADDITIONAL OBLIGATIONS**

1. Communications will include but not be limited to:

- A joint press release announcing the new Agreement and its benefits to Norway researchers. This statement will include commitments from all parties to pave the way to more open access;
- Coordinated descriptions of the terms, the benefits to Norway researchers and institutions, and progress made towards the shared goals of openness for Norway research;
- Coordinated academic and industry press outreach and response, including joint spokespeople..
- Coordinated release of information via agreed channels including all print and digital channels (including social media).

No public communications regarding this Agreement or the negotiation thereof will be made by either party until the Agreement is signed, and then only in accordance with the agreed upon coordinated communication plan.

- 2. 2 UNIT member/Wiley workshops conducted every year, to help authors and librarians understand their rights and options under this Agreement.
- 3. Quarterly check in meetings between nominated Wiley and UNIT representatives.

G. **PRIVACY AND DATA PROTECTION POLICY**

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

H. **TERM AND TERMINATION**

1. The Term of this Agreement shall commence on January 1st 2019 and end on 31st December 2021.
2. Wiley shall have the right to request the Customer to terminate access to Wiley Online Library by an Authorized User who breaches Wiley's Terms and Conditions of Use or infringes the copyright or other Intellectual Property Rights in the Electronic Products or Wiley Online Library.
3. Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and fails to cure such material breach, provided that the non-breaching party shall give written notice of its intention to terminate and shall allow the breaching party 60 days after receipt of such notice to remedy the breach.
4. Notwithstanding subparagraph G.3 above, either party's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, governmental restrictions, acts of terrorism, public health emergencies, power failures, or damage to or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.
5. Should the overall value invoiced in each year of the agreement decline by more than 1% of the annual fees outlined in this document (excluding overage payments for APCs), then all terms are subject to renegotiation.

I. **WARRANTY AND DISCLAIMERS BY WILEY**

1. Wiley represents and warrants that it has the right and authority to make Wiley Online Library available to the Customer and its Authorized Users pursuant to the terms and conditions of this Agreement and that, to the best of Wiley's knowledge, Wiley Online Library and the Electronic Products do not infringe upon any copyright, patent, trade secret or other proprietary right of any third party.
2. Wiley Online Library may provide Authorized Users with links to third-party websites. Where such links exist, Wiley disclaims all responsibility and liability for the content of such third-party websites. Authorized Users assume sole responsibility for the accessing of third-party websites and the use of any content on such websites.
3. Except for the warranties provided by Wiley in paragraph H.1 above,
 - a. WILEY ONLINE LIBRARY AND THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS,

WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;

- b. THE USE OF THE ELECTRONIC PRODUCTS, WILEY ONLINE LIBRARY AND ALL MATERIALS IS AT THE AUTHORIZED USER'S OWN RISK;
 - c. ACCESS TO WILEY ONLINE LIBRARY AND THE ELECTRONIC PRODUCTS MAY BE INTERRUPTED AND MAY NOT BE ERROR FREE; AND
 - d. NEITHER WILEY NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING WILEY ONLINE LIBRARY, THE ELECTRONIC PRODUCTS, OR THE MATERIALS CONTAINED IN WILEY ONLINE LIBRARY, SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE AUTHORIZED USER'S USE OF OR INABILITY TO USE WILEY ONLINE LIBRARY, THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN.
4. Wiley shall indemnify and hold the Customer harmless from and against any damages, costs and fees (including reasonable attorney's fees) resulting from any judgment against the Customer arising out of the claim of a third party that Wiley's license of the Licensed Electronic Products or the Customer's use thereof constitutes an infringement of any copyright, patent, trade secret or other proprietary right of any such third party. This indemnity shall survive termination of the Agreement for two (2) years. This indemnity shall not apply if the claim involves content which has been modified or used in a manner not permitted under this Agreement or if the Customer has failed to comply with other material terms of this Agreement.

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

J. CONFIDENTIALITY PROVISIONS

CONFIDENTIALITY PROVISIONS

1. Any and all information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with this Agreement or in relation to either party's respective business, financial or corporate affairs, that is marked "confidential", "proprietary" or in some other manner to indicate its confidential nature and any and all information that is clearly confidential by its nature is "Confidential Information." Thirty days after the agreed upon public announcement of execution of this Agreement, the Agreement itself will not be considered Confidential Information.
2. The Receiving Party shall use the Disclosing Party's Confidential Information solely for the purposes of negotiating and implementing this Agreement. The Receiving Party agrees to take reasonable care to protect the Confidential Information from disclosure to third parties and to limit disclosure of the Confidential Information to those employees or contractors of the Receiving Party who have a need to know in connection with this Agreement, and who have been

made aware of, and agree to abide by, these restrictions. The Receiving Party's obligation to maintain the confidentiality of the Confidential Information under this section will survive any termination or expiration of the Agreement.

3. The Receiving Party will not have any obligation to maintain the confidentiality of Confidential Information that (i) is known to or is rightfully received from a third party prior to its receipt from Disclosing Party without breach of any confidence by that third party; (ii) is or has been publicly disclosed without any obligation to maintain such information in confidence; (iii) has been independently developed; or (iv) is Confidential Information that is required to be provided by law or by governmental or judicial order, provided that, where permitted, the Receiving Party gives the Disclosing Party prompt notice of such order, gives the Disclosing Party reasonable opportunity to contest or modify such order at the Disclosing Party's sole expense, and complies with any protective order (or equivalent) imposed on such disclosure.

K. **GENERAL PROVISIONS**

1. Wiley may assign this Agreement to its successors, subsidiaries or assigns. This Agreement may not be assigned by the Customer except with the prior written consent of Wiley.
2. Prior to taking any legal action, the parties agree to meet and confer in good faith on any matter of controversy, claim, or dispute arising under or relating to this Agreement or a breach thereof (each, a "Dispute"), shall escalate the Dispute as appropriate and may, if both parties agree, refer any unresolved Disputes to mediation. If the parties are unable to resolve, all Disputes arising out of or in connection with this Agreement shall be submitted to binding arbitration in the International Court of Arbitration of the International Chamber of Commerce in London, England and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
3. In the event of a material breach of the terms and conditions of this Agreement by either party, the non-breaching party shall be entitled, in addition to any other remedies available pursuant to this Agreement or at law, to equitable, including injunctive, relief.
4. Any notice, request, statement or other communication to be given hereunder to any party shall be in writing addressed to Wiley at the address on page one, attention Executive Vice President, and to the Customer's Agreement Administrator at the address on Appendix A, or mailed or delivered to such other address as each party may designate by notice given in like manner, and any such notice, request, statement or other communication, shall be deemed to have been given when received, except that if mailed by registered or certified mail, return receipt requested, or delivered by overnight courier service, it shall be deemed to have been given when mailed as aforesaid or when delivered.
5. This Agreement constitutes the complete understanding of the parties and supersedes all prior understandings between the parties with respect to the subject matter of this Agreement. No modification, amendment, or waiver of any provisions shall be valid unless in writing and executed by the parties. Any waiver in one or more instances by either of the parties of any breach by the other of any terms or provisions contained in this Agreement shall not be considered a waiver of any succeeding or preceding breach. In the event that any clause of this Agreement is determined to be void or unenforceable, the remainder of the Agreement shall survive.
6. All Appendices attached or to be attached to this Agreement are incorporated herein and shall be governed by the terms and conditions of this Agreement unless otherwise specified in such Appendix. In the event of any conflict between the terms of an Appendix or any Invoice

Agreement Letter or written equivalent as defined in Paragraph D.4. above and the terms of this Agreement, the terms of the Appendix, Invoice Agreement Letter or written equivalent shall govern.

AGREED AND ACCEPTED

Unit - The Directorate for ICT and
Shared services in Higher Education and Research

JOHN WILEY & SONS, INC.

Signature:  _____

Signature:  _____

Name: Roar Olsen

Name: Ben Townsend

Title: Director General

Title: Vice President

APPENDIX A – THE CUSTOMER

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

The following are constituent members of the **Unit - The Directorate for ICT and shared services in Higher Education and Research:**

Name of the Customer:

PARTICIPATING UNIT MEMBERS:

Listing of all addresses for the Customer:

Listing of all IP address(es) or SAML configurations for the Customer's Secure Network:

Agreement Administrator:

Name:
Address:
Telephone:
E-mail:

Customer's Technical Contact:

Name:
Address:
Telephone:
E-mail:

APPENDIX B (a) – LICENSED ELECTRONIC JOURNALS - CORE COLLECTIONS OF SUBSCRIBED TITLES

Customer: **Unit - The Directorate for ICT and shared services in Higher Education and Research**

The Core Collection is defined herein as the complete collection of Wiley journals to which the Customer subscribes and will pay full rate institutional online only subscription fees to obtain online access.

Archival Access: During the term of this Agreement, Wiley will provide the Customer with access to current content published during the Agreement term in the journals in the Core Collection and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley, as well as tables of content, abstracts, full text and illustrations and any additional electronic journal content not included in the print versions of the journals, but not materials included in Backfiles dated 1996 or older.

Perpetual Access: Upon termination of this Agreement, Wiley will provide the Customer with perpetual access to current content published during the Agreement term in the journals in the Core Collection and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley, as well as tables of content, abstracts, full text and illustrations and any additional electronic journal content not included in the print versions of the journals, but not materials included in Backfiles where Wiley has the rights to deliver this. Wiley provides these rights in return for a subscription allocation of a minimum of 50% of the 2018 subscription fees during the term of this agreement.

If a Member Institution leaves the agreement before the end of the full term then the Member Institution will lose perpetual access rights.

Wiley, in its discretion, will either continue online access to the same material on Wiley's server or provide an archival copy in the electronic medium selected by Wiley, at a reasonable cost-based fee and subject to Customer using solely on a Secure Network and in accordance with the terms of this Agreement, including restricting access to Authorized Users.

Wiley participates in CLOKKSS and Portico

By providing such access Wiley grants to the Customer a non-exclusive, royalty-free license to use such material in accordance with the restrictions on use specified in Paragraph C of the Agreement, which restrictions shall survive any termination of the Agreement.

Electronic Journal Subscription Maintenance and Swapping: The Customer may swap subscribed online journals in the Core Collection without penalty provided that such changes do not exceed 5% of the value of the total Core Collection for any calendar year. These changes will be reflected in amendments to this Appendix. Swapping will be accepted at the title level or for duplicate subscriptions. Swapping will only be accepted on a calendar year basis and Wiley must be notified of any changes in writing no later than the preceding November 1st. If a swapped subscription is not the only subscription to that Electronic Journal in the Customer's holdings, the Customer will continue to have electronic access to that Journal. If a swapped subscription is the only subscription to that Electronic Journal in the Customer's holdings, then the Customer will lose access to the newly published content of that title permanently.

Wiley may, from time to time, cease publication of individual journals in which case the journal(s) will be removed from the Customer's Core Collection, and the fees associated with the journal(s) will no longer be factored into the Core Collection Fee.

Except as provided above, the Customer must maintain all online subscriptions in the Core Collection as set forth in the attached list (Appendix B(a)1).

New Titles: New Titles can be added under the following terms and conditions:

- (a) Member Institutions may add new journals to their Core Collection at the full rate institutional online only subscription price.
- (b) Subscriptions to titles transferred into Wiley from another publisher will be added to a Member Institution's Core Collection in the first year of transfer if the Member Institution has one or more subscriptions for the calendar (or subscription) year in which the title is transferred. Individually negotiated pricing for access to transferred titles will also be maintained by Wiley, subject to the other terms of this Agreement. The title will be added to the Core Collection of that Member Institution at the current year institutional online only price multiplied by the number of subscriptions held in the previous year. Subscriptions to titles transferred out of Wiley will be deleted from the Member Institution's Core Collection in the year of transfer.
- (c) A Member Institution may add previously canceled titles at the current full rate institutional online only subscription price to its Core Collection.
- (d) Wiley reserves the right to exclude titles from inclusion in the Standard or Custom Collections, however these titles may be added to an individual Member Institution's Core Collection.

Print Subscription Pricing:

The Customer can purchase print subscriptions to Licensed Electronic Journals which the Customer subscribes to via a Core Collection at a deeply discounted rate. This does not apply to:

- (a) Titles new to Wiley Online Library unless subscribed to in the Customer's Core Collection.
- (b) Titles not subscribed to by the Customer, unless added to the Customer's Core Collection.
- (c) Titles not available via Wiley Online Library.
- (d) Titles published in online-only format by Wiley. Print subscriptions available through any Print on Demand option are not eligible for a deeply discounted rate.

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

APPENDIX B (a) 1 - CORE COLLECTION – COMPLETE LIST OF INCLUDED JOURNALS
Customer: Unit - The Directorate for ICT and shared services in Higher Education and Research

APPENDIX B (b) – ACCESS TO UNSUBSCRIBED JOURNALS VIA STANDARD COLLECTIONS
Customer: **Unit - The Directorate for ICT and shared services in Higher Education and Research**

Standard Collections are defined herein as predetermined collections of the online editions of Wiley journals. The available Standard Collections are:

Full Collection 2013

Scientific, Technical and Medical Collection

Social Sciences and Humanities Collection

The complete list of titles for Standard Collections is included in Appendix B(b)1. The Customer will obtain online access to unsubscribed Wiley journals (journals not included in the Customer's Core Collection) by licensing a Standard Collection.

Archival Access: During the term of this Agreement, Wiley will provide the Customer with access to current content published during the Agreement term in the unsubscribed journals in the Standard Collection and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley, as well as tables of content, abstracts, full text and illustrations and any additional electronic journal content not included in the print versions of the journals, but not materials included in Backfiles.

Perpetual Access: Upon termination of this Agreement, Wiley will provide the Customer with perpetual access to current content published during the Agreement term in the unsubscribed titles in the Standard Collection for the term that the Customer has paid for access to the unsubscribed titles in the Standard Collection where Wiley has the rights to deliver this, unless the Customer meets any of the following two conditions:

- Wiley provides these rights in return for a subscription allocation of a minimum of 50% of the 2018 subscription fees during the term of this agreement.
- If a Member Institution leaves the agreement before the end of the full term, then the Member Institution will lose any perpetual access rights.

Wiley, in its discretion, will either continue online access to the same material on Wiley's server or provide an archival copy in the electronic medium selected by Wiley, at a reasonable cost-based fee and subject to Customer using solely on a Secure Network and in accordance with the terms of this Agreement, including restricting access to Authorized Users.

Wiley participates in CLOKKSS and Portico.

By providing such access Wiley grants to the Customer a non-exclusive, royalty-free license to use such material in accordance with the restrictions on use specified in Paragraph C of the Agreement, which restrictions shall survive any termination of the Agreement.

Adding and Deleting Titles from a Standard Collection

Each year after the first year of the Agreement, Wiley may offer a package of new titles which the Customer may opt to add to the licensed Standard Collection(s).—The price will be calculated at a percentage of the full rate institutional online only subscription fee for the unsubscribed titles in the package.

Wiley may, from time to time, cease publication of individual journals in which case the journal(s) will be removed from the Customer's Standard Collection, and the fees associated with the journal(s) will no longer be factored into the Standard Collection Fee.

APPENDIX B (b) 1 – STANDARD COLLECTIONS – COMPLETE LIST OF TITLES

Customer: Unit - The Directorate for ICT and shared services in Higher Education and Research

APPENDIX B (c) – PRICING

Year	2019	2020	2021
Fee	EUR3,665,000	EUR3,774,950	EUR3,888,199
Subscriptions	EUR2,562,500	EUR2,260,850	EUR1,938,795
Open Access Publishing	EUR1,102,500	EUR1,514,100	EUR1,949,404

Payment Schedule:

Payment will be made via one single invoice within 60 days of the issue of the invoice.

APPENDIX C – PUBLISHING

Customer: Unit - The Directorate for ICT and shared services in Higher Education and Research

1. General

Wiley agrees to the open access publication in Hybrid and Gold Open Access Journals of Accepted Articles as requested by Corresponding Authors through the agreed workflow outlined below. Wiley will consult with Unit during implementation of the Agreement to clarify and optimize workflows, and to set preferences for default options. Eligible Corresponding Authors publishing under this Agreement retain copyright and Wiley publishes these articles under a Creative Commons license unless the Corresponding Author chooses to opt out of open access publishing.

This agreement will commence for articles accepted articles accepted through the agreed workflow from April 2nd 2019 and end for articles accepted on 31st December 2021.

Under the standard hybrid publication workflow, if the Corresponding Author has identified his/her primary affiliation as a Member Institution, the Corresponding Author will be presented with a choice to actively select to publish open access or not. Under this Agreement, Wiley will endeavor to make clear to those Corresponding Authors, upon acceptance at the latest that Accepted Articles are meant to be published open access as part of this Agreement so long as the correct affiliation of the Corresponding Author is captured in Wiley system metadata.

2 Wiley's Obligations

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

- 2.1 not charge a Corresponding Author an APC for any Accepted Article submitted by such Corresponding Author that is accepted for publication in a Hybrid or Gold Open Access Journal, provided the Corresponding Author submits said material according to the WOAA workflow put forward by Wiley and there remain reasonable funds in the Customer's Wiley Open Access Account to cover the APC fee. If a Corresponding Author requests Wiley to change the publication basis of his/her submission prior to publication, Wiley will do so; changes cannot be made post-publication. Any APC incurred outside the WOAA workflow is not covered by this Agreement;
- 2.2 include the Customer in Wiley's Author Services site for all Hybrid Journals as an institutional account holder;
- 2.3 provide a link from the entry for the Customer on the Institutional Account List on Wiley Online Library to the Customer;
- 2.4 identify on Wiley Online Library the articles that are available on an open access basis in the Hybrid Journals;
- 2.5 provide quarterly reports to the Customer within one month of the end of each quarter that includes a break out of all open access articles.

3. Editorial Independence

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

4. Terms of Publication

The Customer acknowledges that before any material submitted by a Corresponding Author will be accepted for publication the Corresponding Author and (if different) the owner of any copyright in such material will be required to agree to the applicable terms and conditions of publication (including without limitation the terms relating to open access). The Customer will ensure requests from Wiley to validate Corresponding Authors are answered promptly.

APPENDIX D – OA PUBLISHING FEES

Customer: Unit - The Directorate for ICT and shared services in Higher Education and Research

The annual payment made for the OA fee will fund the Wiley Open Account balance either administered centrally by the Customer, or across a number of accounts to be managed by each Member Institution where the allocation of OA fees to each account is determined by the consortium. APCs due for each Accepted Article are deducted from the total OA fee in Appendix B(c), until such time as the total OA fee value in the current year has been reached.

In the event that the balance is nil before the end of a given year, and unless the Customer provides additional fees to the Wiley Open Access Account, Corresponding Authors of subsequent articles accepted for publication in the same year will be charged an APC. APC charges for both Gold and Hybrid publications will be at APC list price for the journal with an agreed discount of 20% applied. This applies to submissions using the pre-paid fund and any additional APC paid in the event the fund is exhausted. Should any amount of the original pre-paid fund paid at the start of the year be unspent at the end of the same year, it will be retrospectively added to the subscription fee for that year.

The Customer has the right to reject articles to be published under this Agreement if the Corresponding Author is not affiliated to a Member Institution.

