

**CONSORTIUM CURRENT CONTENT AGREEMENT (MULTI YEAR) (AGENT)**

**COMMERCIAL TERMS**

1. **EFFECTIVE DATE:** January 1 2020
2. **PUBLISHER:** THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF OXFORD trading as OXFORD UNIVERSITY PRESS of Great Clarendon Street, Oxford OX2 6DP, United Kingdom.
3. **CONSORTIUM AGENT:** CONSORTIUM: UNIT – The Norwegian Directorate for ICT and Joint Services in Higher Education and Research of Abelsgate 5, Teknobyen, 7030 Trondheim for itself and as agent for each Customer, as defined below
4. **CUSTOMER:** Each institution named in Schedule A, as amended from time to time.
5. **PUBLICATIONS:** The online version of Publisher's journals listed in Schedule B, including the archive of such journals published by the Publisher between 1996 and the Effective Date, as the same may be amended from time to time in accordance with Clause 2.3 of this Agreement.
6. **SUBSCRIPTION PERIOD:** a period commencing on the Effective Date and expiring on 31 December 2022
7. **CHARGES:** The charges set out in Schedule C
8. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of England and Wales, **subject to Clause 11.3 and 11.5 of Schedule E**. The parties agree to submit to the non-exclusive jurisdiction of the English courts in connection with any disputes arising under this Agreement.

**THE CONSORTIUM AGENT REPRESENTS AND WARRANTS THAT IT IS AUTHORISED TO ACT AS AGENT FOR EACH AND EVERY CUSTOMER.**

**THE PUBLISHER, THE CONSORTIUM AGENT AND EACH CUSTOMER EACH ACCEPT AND AGREE TO THE TERMS OF THIS AGREEMENT, WHICH CONSISTS OF THIS SCHEDULE AND THE ATTACHED TERMS AND APPENDICES.**

Signed by F Martin  
F Martin (May 4, 2020)

For and on behalf of the Publisher

Name: Francesca Martin

Position: Director, Library Sales, UK, Europe & ANZ

Date: 04 May 2020

Signed by Roar Olsen  
Roar Olsen (May 11, 2020)

For and on behalf of the Customer

Name: Roar Olsen

Position: Director General

Date: May 11, 2020

## **CONSORTIUM CURRENT CONTENT LICENCE (MULTI YEAR)(AGENT) TERMS**

### **1 DEFINITIONS**

- 1.1 Words defined on the front page of this agreement shall have the same meaning in this Schedule. In addition,

"Initial Year"	shall mean the period from the Effective Date until 31 December in the same year as the Effective date
"OA Articles"	Shall be as defined in Schedule E
"Customer Terms and Conditions"	means the standard form institutional licence agreement (as varied from time to time) in the form set out in Schedule D, by and subject to which the Publisher grants the Customers access to the Publications
"Subsequent Years"	shall mean any 12 month period between 1 January until 31 December following the Initial Year

- 1.2 The terms in Schedule E will apply in respect of the publication of OA Articles.

### **2 RESPONSIBILITIES OF THE PUBLISHER**

- 2.1 In consideration of (i) the payment by the Consortium Agent of the Charges and (ii) the Publisher publishing OA Articles in accordance with the terms of Schedule E, the Publisher agrees to provide the Customers with access to the Publications for the Subscription Period in accordance with the Customer Terms and Conditions and subject to the terms and conditions of this Agreement.
- 2.2 The Publisher may at any time withdraw access to any Customer which is in breach of the Customer Terms and Conditions. For the avoidance of doubt any such denial of access will not entitle the Consortium Agent to any rebate of Charges.
- 2.3 The Publisher reserves the right at any time on 30 days notice to the Consortium Agent to withdraw any of the Publications, provided that, in the Initial Year, or in each Subsequent Year, if withdrawn material represents more than 10% of the total Publications, the Publisher shall make a pro rata refund of part of the Charges, taking into account the amount of material withdrawn and the remaining un-expired portion of the relevant Initial Year or Subsequent Year, as applicable.
- 2.4 Unless expressly stated to the contrary in this Agreement, all amounts referred to in this Agreement will be interpreted as being amounts exclusive of value added tax, goods and services tax and any similar sales or excise tax ("Sales Tax"). Any Sales Tax payable in relation to any such amounts shall be added at the prevailing rate, as applicable, and paid by Consortium Agent following delivery of a valid invoice from Publisher.
- 2.5 The Consortium Agent shall pay all amounts due to the Publisher without any deduction and/or withholding other than such amount (if any) it is required to deduct and/or withhold by law and/or upon other direction of any tax authority. In the event that the Consortium Agent is required to make such deduction and/or withholding, the Consortium Agent shall notify Publisher before any such deduction and/or withholding is made and paid to the authority concerned and, further, shall, at the written request of the Publisher, do all things in its power that may be necessary to enable or assist the Publisher to claim exemption or preferential rate therefrom under any double taxation and/or similar agreement and/or convention from time to time in force and shall provide the Publisher at the time of payment with such evidence as the Customer may possess and as may be reasonably required by the Publisher as to the deduction and payment of the tax and/or of the sums withheld.

The Charges are exclusive of value added tax. Notwithstanding any other provision of this Agreement, no access for the Consortium Agent will be granted, or in the case of Subsequent Years, continued hereunder until the Charges for that period have been received by the Licensor.

- 2.6 Before the end of the Subscription Period, or in the case of a renewed subscription the end of the period for which the subscription has been renewed, the Publisher will notify the Consortium Agent of the fees for renewal of this Agreement for a further period ("Renewal Fees"), together with any amendments to Schedule A (list of Journals). These fees may be higher than the Charges.
- 2.7 Upon payment of the Renewal Fees, this Agreement shall be extended for a further period as specified in the invoice from the end of the current subscription period. If the Consortium Agent does not pay the Renewal Fees by the end of the current subscription period, the Publisher **reserves the right to may** terminate this Agreement ~~immediately~~.

### **3 RESPONSIBILITES OF THE CONSORTIUM AGENT**

- 3.1 In consideration of the Publisher entering into this Agreement with the Consortium Agent, the Consortium Agent agrees to pay the Publisher the Charges payable for the Initial Year in one instalment within 60 (sixty) days from the date of this agreement. All Charges or Renewal Fees due to the Publisher under this Agreement shall be payable by the Consortium Agent subject to receipt of a valid invoice.
- 3.2 Payments should be made to the Publisher's bank account listed in the invoice.
- 3.3 For the avoidance of doubt, the Consortium Agent agrees to pay the Publisher the Charges without set-off and irrespective of whether the Consortium Agent collects any payment from the Customers.
- 3.4 The Consortium Agent shall promote and publicise the availability of the Publications to the Customer throughout the Subscription Period.
- 3.5 The Consortium Agent shall keep up to date and maintain the access control records to be set up by the Consortium Agent in respect of the Customers.
- 3.6 No later than 30 days prior to the end of each 12 month period of the Subscription Period, the Consortium Agent shall provide the Publisher with **an order confirmation notification (which may be by email)** ~~revised Schedule A~~ **which will** listing the names of the Consortium Agent's member institutions wishing to purchase access to any of the Publications for the next 12 month period of the Subscription Period, together with a list of the Publications selected by such member institutions for the following year, **and a breakdown of the Charges for the following year. On receipt of such notification, and** ~~Schedule A will be deemed amended accordingly, and provided the Publisher approves such Charges and that such , upon payment of the relevant Charges are paid~~ by the Consortium Agent, the Customer Terms and Conditions with respect to each such member/Customer and its Authorised Users for access to and use of the Publications for that next 12 month period will be deemed agreed (through the agency of the Consortium Agent, in the case of the Customers).

### **4 ETHICAL CONDUCT**

- 4.1 The Consortium Agent represents and warrants that it shall not act, or omit to act, in such a way as to give rise to a breach by it, or any of its Affiliates, of any applicable law related to bribery, corruption or any related matters.
- 4.2 The Consortium Agent represents and warrants that it shall not offer, promise, pay, give or authorise (tacitly or otherwise) any financial or other advantage, on behalf of Publisher:

- (a) to any person in order to induce that person improperly to perform a function or activity in connection with a business or organization, a person's employment, or public function; or
- (b) to any Official to influence that Official in connection with obtaining business or a business advantage for any of Publisher or its Affiliates.

The Consortium Agent and its respective Affiliates shall maintain adequate procedures designed to prevent any persons who perform services for them or on their behalf from undertaking the activities described above to obtain or retain business or a business advantage for them.

4.3 The Consortium Agent shall promptly report any apparent breach of clauses 4.1 or 4.2 to Publisher.

4.4 The Consortium Agent shall co-operate with Publisher and/or any regulatory or public authorities in relation to any investigation in respect of matters relating to bribery and corruption.

4.5 Publisher shall have the right to terminate this Agreement on no notice, without liability, for breach of clauses 4.1 or 4.2.

4.6 In this clause 4:

- i "Official" includes any: (a) official or employee of any government or instrumentality of government, including any government-controlled commercial enterprise; (b) political party or party official; and (c) any candidate for political office; and
- ii "Affiliate" shall mean, in relation to a party, a person who is, from time to time, a subsidiary or parent of that party, or is a subsidiary of that party's parent.

4.7 The Consortium Agent shall:

- i maintain accurate and complete records of all expenditures related to performance of this Agreement and make such records available to Publisher, its advisors, auditors and any regulatory or public authorities on reasonable notice;
- ii answer, in reasonable detail, any written or oral inquiry from Publisher related to the Consortium Agent's compliance with this clause 4; and
- iii comply with the OUP Partner Code of Conduct, as provided to the Consortium Agent, in the execution of any services for or on behalf of Publisher.

## 5 TERM AND TERMINATION

5.1 This Agreement shall commence on the Effective Date and shall expire on the final day of the Subscription Period, unless terminated pursuant to Clause 4.2 or renewed pursuant to clauses 2.6 and 2.7.

5.2 Either party may terminate this Agreement forthwith by serving written notice on the other in the event that the other party commits a material breach of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days of a written request so to do. Termination of this Agreement by the Publisher due to a breach by the Consortium Agent of Clause 3.1 above will also entitle the Publisher to terminate the access to the Publications provided hereunder irrespective of whether the Customer has made any payment to the Consortium Agent in respect thereof.

5.3 **If any Customer wishes to terminate its agreement to the Customer Terms and Conditions with respect to one or more Publications, the Consortium shall notify the Publisher thereof such as soon as reasonably possible, but in any case no less than 1 December in the then-**

current calendar year of the Subscription Period. Upon acceptance of such notice by the Publisher, the IP range of such Customer will be excluded and such Customer will lose access, and the Agreement for such Customer will terminate at the end of the then current calendar year of the Subscription Period. Such Customer's portion of the Charges will be deducted from the total Charges due under this Agreement effective as of beginning of the following calendar year of the Subscription Period (if any). For the avoidance of doubt, any such opt-out shall not affect any rights and obligations of the other Customers.

## **6 REPRESENTATIONS AND WARRANTIES**

- 6.1 THE PUBLISHER REPRESENTS AND WARRANTS THAT IT HAS THE POWER TO ENTER INTO THIS AGREEMENT AND THAT IT WILL CARRY OUT ITS OBLIGATIONS HEREUNDER WITH REASONABLE SKILL AND CARE.
- 6.2 THE PUBLISHER GIVES NO WARRANTY TO THE CONSORTIUM AGENT, OR ANY CUSTOMER, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION THAT (I) THE PUBLICATIONS WILL BE SUITABLE FOR ANY PARTICULAR PURPOSE OR FOR ANY PARTICULAR USE UNDER SPECIFIED CONDITIONS, NOTWITHSTANDING THAT SUCH PURPOSE, USE, OR CONDITIONS MAY BE KNOWN TO THE PUBLISHER; NOR (II) THAT THE PUBLICATIONS WILL OPERATE ERROR FREE.
- 6.3 IN NO CIRCUMSTANCES WILL THE PUBLISHER BE LIABLE TO THE CONSORTIUM AGENT, OR ANY CUSTOMER, OR ANY THIRD PARTY FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH THE PUBLISHER DOES NOT HAVE DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORISED ACCESS, THEFT, OR OPERATOR ERRORS.
- 6.4 IN NO CIRCUMSTANCES WILL THE PUBLISHER BE LIABLE TO THE CONSORTIUM AGENT, OR ANY CUSTOMER, OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE USE OF, OR INABILITY TO USE THE PUBLICATIONS.
- 6.5 THE CONSORTIUM AGENT AND EACH CUSTOMER AGREE THAT THE ENTIRE LIABILITY OF PUBLISHER TO THE CONSORTIUM AGENT, CUSTOMER, OR AUTHORISED USERS ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE PUBLICATIONS SHALL BE THE REFUND OF ANY CHARGES PAID TO THE PUBLISHER UNDER THIS AGREEMENT.
- 6.6 THE CONSORTIUM AGENT WARRANTS AND REPRESENTS TO THE PUBLISHER THAT IT HAS NOTIFIED EACH OF THE CUSTOMERS THAT ACCESS TO THE PUBLICATIONS CAN ONLY BE PROVIDED BY THE PUBLISHER ON THE TERMS OF THE CUSTOMER TERMS AND CONDITIONS IN THE FORM ATTACHED AT SCHEDULE D AND THAT EACH OF THE CUSTOMERS HAD BEEN PROVIDED WITH A COPY OF THE CUSTOMER TERMS AND CONDITIONS PRIOR TO THE EFFECTIVE DATE.

## **7 GENERAL**

- 7.1 This Agreement is personal to and binding on the parties and neither this Agreement nor any of the rights or obligations under it may be assigned or sublicensed without written consent of the Publisher.

- 7.2 Neither party shall be liable for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this clause, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.
- 7.3 All notices required to be given under this Agreement shall be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this Agreement, or such other address as the party concerned shall from time to time designate by notice pursuant to this Clause. Such notices shall be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 48 (forty-eight) hours after posting. All notices to the Publisher shall be marked for the attention of the Sales Director, Oxford Journals, with a copy to the Group Legal Director. All notices to the Consortium Agent shall be marked for the attention of the contact named in the cover page of this Agreement.
- 7.4 This Agreement constitutes the entire agreement of the parties about its subject matter supersedes any previous agreement or arrangement between the parties and may not be amended or modified except by agreement in writing signed by both parties.
- 7.5 No provision in this Agreement is intended to be enforceable by a person who is not a party to this Agreement.
- 7.6 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other further breach.
- 7.7 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

## SCHEDULE A

### CONSORTIUM MEMBERS

<b>Consortia Member names</b>
University of Bergen, including Haukelend University Hospital
UiT The Arctic University of Norway, including University Hospital of North Norway
NMBU, Norwegian University of Life Sciences
NTNU, Norwegian University of Science and Technology, including St. Olav's University Hospital
University of Oslo, including Oslo University Hospital
Oslo Metropolitan
Western Norway University of Applied Sciences

Unit

IP addresses:

IPv4: 193.156.6.0/23

IPv4: 193.156.46.0/24 193.156.47.0/25

IPv6: 2001:700:5701:20::/64

2001:700:5701:30::/64

IPv6: 2001:700:5700:20::/64

2001:700:5700:30::/64

eduVPN:

IPv4: 158.36.131.128/25

IPv6: 2001:700:5702:99::/64

**SCHEDULE B**  
**PUBLICATIONS**

Journal Title	Journal Status	Online ISSN	Eligible Journal for OA publishing
Acta Biochimica et Biophysica Sinica	Hybrid	1745-7270	Y
Adaptation	Hybrid	1755-0645	Y
Advances in Nutrition	Hybrid	2156-5376	Y
Aesthetic Surgery Journal	Hybrid	1527-330X	Y
African Affairs	Hybrid	1468-2621	Y
Age And Ageing	Hybrid	1468-2834	Y
Alcohol And Alcoholism	Hybrid	1464-3502	Y
American Entomologist	Hybrid	2155-9902	Y
<i>The American Historical Review</i>	No Open Access	1937-5239	N
American Journal of Clinical Pathology	Hybrid	1943-7722	Y
The American Journal of Comparative Law	Hybrid	2326-9197	Y
American Journal Of Epidemiology	Hybrid	1476-6256	Y
American Journal of Health-System Pharmacy	Hybrid	1535-2900	Y
American Journal of Hypertension	Hybrid	1941-7225	Y
American Journal of Legal History	Hybrid	2161-797X	Y
American Law And Economics Review	Hybrid	1465-7260	Y
American Literary History	Hybrid	1468-4365	Y
<i>Analysis</i>	No Open Access	1467-8284	N
Annals of Behavioral Medicine	Hybrid	1532-4796	Y
Annals Of Botany	Hybrid	1095-8290	Y
Annals of the Entomological Society of America	Hybrid	1938-2901	Y
Annals of Work Exposures and Health	Hybrid	2398-7316	Y
Applied Linguistics	Hybrid	1477-450X	Y
Arbitration International	Hybrid	1875-8398	Y
Archives of Clinical Neuropsychology	Hybrid	1873-5843	Y
Aristotelian Society Supplementary Volume.	Hybrid	1467-8349	Y
<i>Astronomy &amp; Geophysics</i>	No Open Access	1468-4004	N
Behavioral Ecology	Hybrid	1465-7279	Y
Bioinformatics	Hybrid	1460-2059	Y
Biological Journal of the Linnean Society	Hybrid	1095-8312	Y
Biology of Reproduction	Hybrid	1529-7268	Y
Biometrika	Hybrid	1464-3510	Y
BioScience	Hybrid	1525-3244	Y
Biostatistics	Hybrid	1468-4357	Y



Journal Title	Journal Status	Online ISSN	Eligible Journal for OA publishing
Botanical Journal of the Linnean Society	Hybrid	1095-8339	Y
Brain	Hybrid	1460-2156	Y
Briefings In Bioinformatics	Hybrid	1477-4054	Y
Briefings in Functional Genomics	Hybrid	2041-2657	Y
The British Journal of Aesthetics	Hybrid	1468-2842	Y
The British Journal of Criminology	Hybrid	1464-3529	Y
British Medical Bulletin	Hybrid	1471-8391	Y
Bulletin of the Institute of Classical Studies (BICS)	Hybrid	2041-5370	Y
Cambridge Journal Of Economics	Hybrid	1464-3545	Y
Cambridge Journal Of Regions, Economy And Society	Hybrid	1752-1386	Y
Capital Markets Law Journal	Hybrid	1750-7227	Y
Carcinogenesis	Hybrid	1460-2180	Y
Cardiovascular Research	Hybrid	1755-3245	Y
Cerebral Cortex	Hybrid	1460-2199	Y
Cesifo Economic Studies	Hybrid	1612-7501	Y
Chemical Senses	Hybrid	1464-3553	Y
<i>Children &amp; Schools</i>	No Open Access	1545-682X	N
Chinese Journal of International Law	Hybrid	1746-9937	Y
Christian bioethics: Non-Ecumenical Studies in Medical Morality	Hybrid	1744-4195	Y
Classical Receptions Journal	Hybrid	1759-5142	Y
Clinical Chemistry	Hybrid	1530-8561	Y
Clinical Infectious Diseases	Hybrid	1537-6591	Y
Communication Theory	Hybrid	1468-2885	Y
Communication, Culture & Critique	Hybrid	1753-9137	Y
Community Development Journal	Hybrid	1468-2656	Y
Contemporary Women's Writing	Hybrid	1754-1484	Y
Contributions To Political Economy	Hybrid	1464-3588	Y
Current Legal Problems	Hybrid	2044-8422	Y
Digital Scholarship in the Humanities	Hybrid	2055-768X	Y
Diplomatic History	Hybrid	1467-7709	Y
Diseases of the Esophagus	Hybrid	1442-2050	Y
Early Music	Hybrid	1741-7260	Y
<i>Economic Policy</i>	No Open Access	1468-0327	N
Elt Journal	Hybrid	1477-4526	Y
Endocrine Reviews	Hybrid	1945-7189	Y
Endocrinology	Hybrid	1945-7170	Y
English: Journal of the English Association	Hybrid	1756-1124	Y
Environmental Entomology	Hybrid	1938-2936	Y

Journal Title	Journal Status	Online ISSN	Eligible Journal for OA publishing
Environmental History	Hybrid	1930-8892	Y
Epidemiologic Reviews	Hybrid	1478-6729	Y
Essays In Criticism	Hybrid	1471-6852	Y
EP - Europace	Hybrid	1532-2092	Y
European Heart Journal	Hybrid	1522-9645	Y
European Heart Journal – Cardiovascular Imaging	Hybrid	2047-2412	Y
European Heart Journal - Cardiovascular Pharmacotherapy	Hybrid	2055-6845	Y
European Heart Journal - Quality of Care and Clinical Outcomes	Hybrid	2058-1742	Y
<i>European Heart Journal Supplements</i>	Hybrid	1554-2815	N
European Journal of Cardio-Thoracic Surgery	Hybrid	1873-734X	Y
European Journal Of International Law	Hybrid	1464-3596	Y
European Journal of Orthodontics	Hybrid	1460-2210	Y
European Journal Of Public Health	Hybrid	1464-360X	Y
European Review Of Agricultural Economics	Hybrid	1464-3618	Y
European Review of Economic History	Hybrid	1474-0044	Y
European Sociological Review	Hybrid	1468-2672	Y
Family Practice	Hybrid	1460-2229	Y
FEMS Microbiology Ecology	Hybrid	1574-6941	Y
FEMS Microbiology Letters	Hybrid	1574-6968	Y
FEMS Microbiology Reviews	Hybrid	1574-6976	Y
FEMS Yeast Research	Hybrid	1567-1364	Y
Foreign Policy Analysis	Hybrid	1743-8594	Y
Forest Science	Hybrid	1938-3738	Y
Forestry: An International Journal Of Forest Research	Hybrid	1464-3626	Y
Forum For Modern Language Studies	Hybrid	1471-6860	Y
French History	Hybrid	1477-4542	Y
French Studies	Hybrid	1468-2931	Y
French Studies Bulletin	Hybrid	1748-9180	Y
Geophysical Journal International	Hybrid	1365-246X	Y
German History	Hybrid	1477-089X	Y
Glycobiology	Hybrid	1460-2423	Y
GRUR International: Journal of European and International IP Law	Hybrid	2632-8550	Y
<i>Health and Social Work</i>	No Open Access	1545-6854	N
Health Education Research	Hybrid	1465-3648	Y
Health Policy And Planning	Hybrid	1460-2237	Y
Health Promotion International	Hybrid	1460-2245	Y
Historical Research	Hybrid	1468-2281	Y

Journal Title	Journal Status	Online ISSN	Eligible Journal for OA publishing
History Workshop Journal	Hybrid	1477-4569	Y
<i>Holocaust And Genocide Studies</i>	No Open Access	1476-7937	N
Human Communication Research	Hybrid	1468-2958	Y
Human Molecular Genetics	Hybrid	1460-2083	Y
Human Reproduction	Hybrid	1460-2350	Y
Human Reproduction Update	Hybrid	1460-2369	Y
Human Rights Law Review	Hybrid	1744-1021	Y
ICES Journal of Marine Science: Journal du Conseil	Hybrid	1095-9289	Y
ICSID Review - Foreign Investment Law Journal	Hybrid	2049-1999	Y
IMA Journal Of Management Mathematics	Hybrid	1471-6798	Y
Ima Journal Of Mathematical Control And Information	Hybrid	1471-6887	Y
Ima Journal Of Numerical Analysis	Hybrid	1464-3642	Y
Industrial And Corporate Change	Hybrid	1464-3650	Y
Industrial Law Journal	Hybrid	1464-3669	Y
Inflammatory Bowel Diseases	Hybrid	1536-4844	Y
Information and Inference: a journal of the IMA	Hybrid	2049-8772	Y
Insect Systematics and Diversity	Hybrid	2399-3421	Y
Integrative And Comparative Biology	Hybrid	1557-7023	Y
Integrative Biology	Hybrid	1757-9708	Y
Interacting with Computers	Hybrid	1873-7951	Y
International Affairs	Hybrid	1468-2346	Y
International Data Privacy Law	Hybrid	2044-4001	Y
International Immunology	Hybrid	1460-2377	Y
International Journal For Quality In Health Care	Hybrid	1464-3677	Y
International Journal Of Constitutional Law	Hybrid	1474-2659	Y
International Journal Of Epidemiology	Hybrid	1464-3685	Y
International Journal Of Law And Information Technology	Hybrid	1464-3693	Y
International Journal Of Law, Policy And The Family	Hybrid	1464-3707	Y
International Journal Of Lexicography	Hybrid	1477-4577	Y
International Journal Of Public Opinion Research	Hybrid	1471-6909	Y
International Journal Of Refugee Law	Hybrid	1464-3715	Y
International Journal Of Transitional Justice	Hybrid	1752-7724	Y
International Mathematics Research Notices	Hybrid	1687-0247	Y
International Political Sociology	Hybrid	1749-5687	Y
International Relations of the Asia Pacific	Hybrid	1470-4838	Y
International Studies Perspectives	Hybrid	1528-3585	Y
International Studies Quarterly	Hybrid	1468-2478	Y
International Studies Review	Hybrid	1468-2486	Y

Journal Title	Journal Status	Online ISSN	Eligible Journal for OA publishing
<i>ISLE: Interdisciplinary Studies in Literature and Environment</i>	No Open Access	1759-1090	N
<i>Itnow</i>	No Open Access	1746-5710	N
Japanese Journal Of Clinical Oncology	Hybrid	1465-3621	Y
Jerusalem Review of Legal Studies	Hybrid	2219-7117	Y
<i>JNCI Monographs</i>	No Open Access	1745-6614	N
Journal Of African Economies	Hybrid	1464-3723	Y
<i>Journal of American History</i>	No Open Access	1945-2314	N
Journal of Analytical Toxicology	Hybrid	1945-2403	Y
<i>Journal of Animal Science</i>	Hybrid	1525-3163	N
Journal of Antimicrobial Chemotherapy	Hybrid	1460-2091	Y
Journal of Antitrust Enforcement	Hybrid	2050-0696	Y
Journal of AOAC International	Hybrid	1944-7922	Y
Journal of Burn Care and Research	Hybrid	1559-0488	Y
Journal of Chromatographic Science	Hybrid	1945-239X	Y
Journal of Church and State	Hybrid	2040-4867	Y
Journal of Communication	Hybrid	1460-2466	Y
Journal Of Competition Law & Economics	Hybrid	1744-6422	Y
Journal of Complex Networks	Hybrid	2051-1329	Y
Journal Of Conflict And Security Law	Hybrid	1467-7962	Y
Journal of Consumer Research	Hybrid	1537-5277	Y
Journal of Crohn's and Colitis	Hybrid	1876-4479	Y
Journal of Crustacean Biology	Hybrid	1937-240X	Y
The Journal of Deaf Studies and Deaf Education	Hybrid	1465-7325	Y
<i>Journal Of Design History</i>	No Open Access	1741-7279	N
Journal of Economic Entomology	Hybrid	1938-291X	Y
Journal Of Economic Geography	Hybrid	1468-2710	Y
Journal Of Environmental Law	Hybrid	1464-374X	Y
Journal of European Competition Law & Practice	Hybrid	2041-7772	Y
Journal Of Experimental Botany	Hybrid	1460-2431	Y
Journal Of Financial Econometrics	Hybrid	1479-8417	Y
Journal of Financial Regulation	Hybrid	2053-4841	Y
Journal of Forestry	Hybrid	1938-3746	Y
Journal of Global Security Studies	Hybrid	2057-3189	Y
Journal Of Heredity	Hybrid	1465-7333	Y
The Journal of Hindu Studies	Hybrid	1756-4263	Y
Journal of Human Rights Practice	Hybrid	1757-9627	Y
Journal of Intellectual Property Law & Practice	Hybrid	1747-1540	Y
Journal Of International Criminal Justice	Hybrid	1478-1395	Y

Journal Title	Journal Status	Online ISSN	Eligible Journal for OA publishing
Journal of International Dispute Settlement	Hybrid	2040-3593	Y
Journal Of International Economic Law	Hybrid	1464-3758	Y
Journal Of Islamic Studies	Hybrid	1471-6917	Y
Journal of Language Evolution	Hybrid	2058-458X	Y
Journal Of Logic And Computation	Hybrid	1465-363X	Y
Journal of Mammalogy	Hybrid	1545-1542	Y
Journal of Medical Entomology	Hybrid	1938-2928	Y
The Journal of Medicine and Philosophy: A Forum for Bioethics and Philosophy of Medicine	Hybrid	1744-5019	Y
Journal Of Molluscan Studies	Hybrid	1464-3766	Y
Journal of Music Therapy	Hybrid	2053-7395	Y
Journal of Neuropathology and Experimental Neurology	Hybrid	1554-6578	Y
Journal Of Pediatric Psychology	Hybrid	1465-735X	Y
Journal Of Petrology	Hybrid	1460-2415	Y
Journal Of Plankton Research	Hybrid	1464-3774	Y
Journal Of Plant Ecology	Hybrid	1752-993X	Y
Journal of Professions and Organization	Hybrid	2051-8811	Y
Journal of Public Administration, Research and Theory	Hybrid	1477-9803	Y
Journal Of Public Health	Hybrid	1741-3850	Y
Journal Of Refugee Studies	Hybrid	1471-6925	Y
Journal Of Semantics	Hybrid	1477-4593	Y
Journal Of Semitic Studies	Hybrid	1477-8556	Y
Journal of Social History	Hybrid	1527-1897	Y
Journal of Survey Statistics and Methodology	Hybrid	2325-0992	Y
<i>Journal Of The American Academy Of Religion</i>	No Open Access	1477-4585	N
Journal of the American Medical Informatics Association	Hybrid	1527-974X	Y
Journal of the European Economic Association	Hybrid	1542-4774	Y
<i>Journal Of The History Of Collections</i>	No Open Access	1477-8564	N
Journal Of The History Of Medicine And Allied Sciences	Hybrid	1468-4373	Y
JNCI: Journal of the National Cancer Institute	Hybrid	1460-2105	Y
JNCI Monographs	Hybrid	1745-6614	Y
Journal of the Pediatric Infectious Diseases Society	Hybrid	2048-7207	Y
The Journal of Theological Studies	Hybrid	1477-4607	Y
Journal of Travel Medicine	Hybrid	1708-8305	Y
Journal Of Tropical Pediatrics	Hybrid	1465-3664	Y
Journal of Victorian Culture	Hybrid	1750-0133	Y
The Journal of World Energy Law & Business	Hybrid	1754-9965	Y

Journal Title	Journal Status	Online ISSN	Eligible Journal for OA publishing
The Journals of Gerontology - Series A: Biological and Medical Sciences	Hybrid	1758-535X	Y
The Journals of Gerontology - Series B: Psychological and Social Sciences	Hybrid	1758-5368	Y
Laboratory Medicine	Hybrid	1943-7730	Y
Law, Probability & Risk	Hybrid	1470-840X	Y
The Leo Baeck Institute Yearbook	Hybrid	1758-437X	Y
Literary Imagination	Hybrid	1752-6566	Y
Literature And Theology	Hybrid	1477-4623	Y
Logic Journal Of The Igpl	Hybrid	1368-9894	Y
London Review of International Law	Hybrid	2050-6333	Y
Mammalian Species	Hybrid	1545-1410	Y
Mathematical Medicine And Biology: A Journal Of The Ima	Hybrid	1477-8602	Y
Medical Law Review	Hybrid	1464-3790	Y
Medical Mycology	Hybrid	1460-2709	Y
<i>MELUS: Multi-Ethnic Literature of the United States</i>	Hybrid	1946-3170	Y
Microscopy	Hybrid	2050-5701	Y
Migration Studies	Hybrid	2049-5846	Y
Military Medicine	Hybrid	1930-613X	Y
Mind	Hybrid	1460-2113	Y
Modern Judaism - A Journal of Jewish Ideas and Experience	Hybrid	1086-3273	Y
Molecular Biology And Evolution	Hybrid	1537-1719	Y
MHR: Basic Science of Reproductive Medicine	Hybrid	1460-2407	Y
Monthly Notices of the Royal Astronomical Society	Hybrid	1365-2966	Y
Monthly Notices of the Royal Astronomical Society: Letters	Hybrid	1745-3933	Y
Music and Letters	Hybrid	1477-4631	Y
<i>Music Theory Spectrum</i>	No Open Access	1533-8339	N
<i>Music Therapy Perspectives</i>	Hybrid	2053-7387	Y
Mutagenesis	Hybrid	1464-3804	Y
Nephrology Dialysis Transplantation	Hybrid	1460-2385	Y
Neuro-Oncology	Hybrid	1523-5866	Y
Neuro-Oncology Practice	Hybrid	2054-2585	Y
Neurosurgery	Hybrid	1524-4040	Y
Nicotine & Tobacco Research	Hybrid	1469-994X	Y
Notes And Queries	Hybrid	1471-6941	Y
Nutrition Reviews	Hybrid	1753-4887	Y
Occupational Medicine	Hybrid	1471-8405	Y
Operative Neurosurgery	Hybrid	2332-4260	Y

Journal Title	Journal Status	Online ISSN	Eligible Journal for OA publishing
<i>Oxford Art Journal</i>	No Open Access	1741-7287	N
Oxford Economic Papers	Hybrid	1464-3812	Y
Oxford Journal of Law and Religion	Hybrid	2047-0789	Y
Oxford Journal Of Legal Studies	Hybrid	1464-3820	Y
Oxford Review Of Economic Policy	Hybrid	1460-2121	Y
Paediatrics & Child Health	Hybrid	1918-1485	Y
Pain Medicine	Hybrid	1526-4637	Y
Parliamentary Affairs	Hybrid	1460-2482	Y
Past & Present	Hybrid	1477-464X	Y
Pathogens and Disease	Hybrid	2049-632X	Y
Perspectives on Public Management and Governance	Hybrid	2398-4929	Y
Philosophia Mathematica	Hybrid	1744-6406	Y
Physical Therapy	Hybrid	1538-6724	Y
Plant And Cell Physiology	Hybrid	1471-9053	Y
Policing: A Journal Of Policy And Practice	Hybrid	1752-4520	Y
Proceedings of the Aristotelian Society	Hybrid	1467-9264	Y
Protein Engineering, Design and Selection	Hybrid	1741-0134	Y
Public Health Ethics	Hybrid	1754-9981	Y
Public Opinion Quarterly	Hybrid	1537-5331	Y
Public Policy and Aging Report	Hybrid	2053-4892	Y
Publications of the Astronomical Society of Japan	Hybrid	2053-051X	Y
Publius: The Journal of Federalism	Hybrid	1747-7107	Y
Qjm: An International Journal Of Medicine	Hybrid	1460-2393	Y
The Quarterly Journal of Mechanics and Applied Mathematics	Hybrid	1464-3855	Y
Radiation Protection Dosimetry	Hybrid	1742-3406	Y
Refugee Survey Quarterly	Hybrid	1471-695X	Y
<i>Reports of Patent, Design and Trade Mark Cases</i>	No Open Access	1756-1000	N
Research Evaluation	Hybrid	1471-5449	Y
The Review of Asset Pricing Studies	Hybrid	2045-9939	Y
The Review of Corporate Finance Studies	Hybrid	2046-9136	Y
The Review of Economic Studies	Hybrid	1467-937X	Y
The Review of English Studies	Hybrid	1471-6968	Y
Review Of Environmental Economics And Policy	Hybrid	1750-6824	Y
Review Of Finance	Hybrid	1573-692X	Y
Rheumatology	Hybrid	1462-0332	Y
Schizophrenia Bulletin	Hybrid	1745-1701	Y
Science and Public Policy	Hybrid	1471-5430	Y
Screen	Hybrid	1460-2474	Y

Journal Title	Journal Status	Online ISSN	Eligible Journal for OA publishing
<i>Shakespeare Quarterly</i>	No Open Access	1538-3555	N
SLEEP	Hybrid	1550-9109	Y
Social Forces	Hybrid	1534-7605	Y
Social History Of Medicine	Hybrid	1477-4666	Y
Social Politics: International Studies in Gender, State & Society	Hybrid	1468-2893	Y
Social Problems	Hybrid	1533-8533	Y
Social Science Japan Journal	Hybrid	1468-2680	Y
<i>Social Work</i>	No Open Access	1545-6846	N
<i>Social Work Research</i>	No Open Access	1545-6838	N
Socio-Economic Review	Hybrid	1475-147X	Y
<i>Sociology of Religion</i>	No Open Access	1759-8818	N
Statute Law Review	Hybrid	1464-3863	Y
Systematic Biology	Hybrid	1076-836X	Y
Teaching Mathematics and its Applications: An International Journal of the IMA	Hybrid	1471-6976	Y
The American Journal of Clinical Nutrition	Hybrid	1938-3207	Y
The American Journal of Jurisprudence	Hybrid	2049-6494	Y
The Auk: Ornithological Advances	Hybrid	1938-4254	Y
The British Journal For The Philosophy Of Science	Hybrid	1464-3537	Y
The British Journal Of Social Work	Hybrid	1468-263X	Y
British Yearbook of International Law	Hybrid	2044-9437	Y
The Cambridge Quarterly	Hybrid	1471-6836	Y
The Chinese Journal of Comparative Law	Hybrid	2050-4810	Y
The Chinese Journal Of International Politics	Hybrid	1750-8924	Y
The Computer Journal	Hybrid	1460-2067	Y
The Condor: Ornithological Applications	Hybrid	1938-5129	Y
The Econometrics Journal	Hybrid	1367-423X	Y
The Economic Journal	Hybrid	1468-0297	Y
The English Historical Review	Hybrid	1477-4534	Y
The Gerontologist	Hybrid	1758-5341	Y
ILAR Journal	Hybrid	1930-6180	Y
IMA Journal of Applied Mathematics	Hybrid	1464-3634	Y
The Journal of Applied Laboratory Medicine	Hybrid	2475-7241	Y
The Journal Of Biochemistry	Hybrid	1756-2651	Y
The Journal of Clinical Endocrinology and Metabolism	Hybrid	1945-7197	Y
The Journal of Infectious Diseases	Hybrid	1537-6613	Y
The Journal Of Law, Economics, And Organization	Hybrid	1465-7341	Y
The Journal of Nutrition	Hybrid	1541-6100	Y



Journal Title	Journal Status	Online ISSN	Eligible Journal for OA publishing
<i>The Library</i>	Hybrid	1744-8581	N
The Monist	Hybrid	2153-3601	Y
The Musical Quarterly	Hybrid	1741-8399	Y
The Opera Quarterly	Hybrid	1476-2870	Y
The Philosophical Quarterly	Hybrid	1467-9213	Y
The Quarterly Journal of Economics	Hybrid	1531-4650	Y
The Quarterly Journal Of Mathematics	Hybrid	1464-3847	Y
The Review Of Financial Studies	Hybrid	1465-7368	Y
<i>Western Historical Quarterly</i>	No Open Access	1939-8603	N
The World Bank Economic Review	Hybrid	1564-698X	Y
The World Bank Research Observer	Hybrid	1564-6971	Y
Toxicological Sciences	Hybrid	1096-0929	Y
Toxicology Research	Hybrid	2045-4538	Y
Transactions of the Royal Society of Tropical Medicine and Hygiene	Hybrid	1878-3503	Y
Translational Behavioral Medicine	Hybrid	1613-9860	Y
Tree Physiology	Hybrid	1758-4469	Y
Trusts & Trustees	Hybrid	1752-2110	Y
Twentieth Century British History	Hybrid	1477-4674	Y
Uniform Law Review	Hybrid	2050-9065	Y
Work, Aging and Retirement	Hybrid	2054-4650	Y
Yearbook of European Law	Hybrid	2045-0044	Y
Yearbook of International Environmental Law	Hybrid	2045-0052	Y
<i>The Year's Work in Critical and Cultural Theory</i>	No Open Access	1471-681X	N
<i>The Year's Work in English Studies</i>	No Open Access	1471-6801	N
Zoological Journal of the Linnean Society	Hybrid	1096-3642	Y

## **SCHEDULE C**

### **CHARGES**

<b>YEAR</b>	<b>Amount</b>
<b>2020</b>	<b>£480,237.70</b>
<b>2021</b>	There is a 1.8% annual increase from the previous year for renewals of the current collection.
<b>2022</b>	There is a 1.8% annual increase from the previous year for renewals of the current collection.

If a Customer has an existing subscription to one or more journals (including journals that (i) are included within a journals collection; (ii) are subscribed to outside of a collection; and (iii) have transferred from other publishers), and provided that any such journal was subscribed to by the Customer no more than 12 months before the current Subscription Period of that journal, the Charges payable under this Agreement will be inclusive of the online only list price for such existing subscription.

**SCHEDULE D**  
**CUSTOMER TERMS AND CONDITIONS**

**1. DEFINITIONS**

Words and phrases previously defined in this Agreement shall have the same meaning in this Schedule and the following expressions shall have the following meanings:

"Authorised User"	shall mean an individual who is authorised by the Customer to access the Customer's information services available through the Customer's Secure Network and who is (i) affiliated with the Customer as a current student, library patron, employee, or (ii) physically present on the Customer's premises;
"Commercial Use"	shall mean use for the purposes of monetary reward (whether by or for the Customer, an Authorised User, or any other person or entity) by means of sale, resale, loan, transfer, hire, or other form of exploitation of the Publications;
<b>"Non-Commercial Text And Data Mining"</b>	<b>in relation to any Publication(s) or any portion thereof, performing a computational analysis of anything recorded in that (those) Publication(s) or portion for the sole purpose of research for a non-commercial purpose</b>
"Online Registration Materials"	shall mean the registration materials appearing at <a href="http://www3.oup.co.uk/oup-bin/Register">www3.oup.co.uk/oup-bin/Register</a> required to be submitted by the Customer before the Customer can access the Publication;
"Publisher Trademarks"	shall mean the designations OXFORD, and OXFORD UNIVERSITY PRESS;
"Material"	shall mean any abstract, article, index, advertising or other material contained in the Publications and accessed online;
"Password(s)"	shall mean any password(s) created in the Online Registration Materials and any other passwords required by Authorised Users to access the Secure Network;
"Secure Network"	shall mean a network (whether a stand alone network or a virtual network within the Internet) which is only accessible to Authorised Users. A cache server or any server or network which can be accessed by unauthorised users is not a secure network for these purposes;
"Server"	shall mean either Publisher's server or a third party server designated by Publisher on which the Publications are mounted and through which the Customer and its authorised Users may gain access to the Publications by means of the World Wide Web.

**2. GRANT OF ACCESS, PERMITTED USE AND LIMITATIONS ON USE**

- 2.1 The Customer shall be entitled to do the following on a non-exclusive and non-transferable basis for the Subscription Period and to allow Authorised Users for the purposes of research, teaching, and

private study to:

- 2.1.1 access the Server by means of a Secure Network in order to search the Publications and to view, retrieve, and display portions thereof;
  - 2.1.2 save and print out single copies of portions of the Publications;
  - 2.1.3 incorporate links to the Publications in electronic course packs and course management systems for use in connection with courses offered by the Customer for academic credit provided that no person other than an Authorised User may use such links;
  - 2.1.4 transmit links to single journal articles to other Authorised Users;
  - 2.1.5 provide print or electronic copies of all or any part of the Publications to national or international regulatory authorities for the purposes of or in anticipation of regulatory approval and/or trademark applications or other regulatory purposes in respect of the Customer's products or services;
  - 2.1.6 **permit an Authorised User to make a copy of the Publication(s) or portions thereof in order for that Authorised User to carry out Non-Commercial Text And Data Mining in relation to the Publication(s) or portions thereof, provided that:**
    - 2.1.6.1 **any such copy is made solely in order for that Authorised User to carry out such Non-Commercial Text and Data Mining;**
    - 2.1.6.2 **any such copy is accompanied by a sufficient acknowledgement, including without limitation acknowledgement if any results of such Non-Commercial Text and Data Mining are published;**
    - 2.1.6.3 **any such copy is not transferred to any other person, nor is any such copy used for any purpose other than as provided in sub-Clause 0 above (in either of the foregoing cases, unless the Publisher provides prior written consent);**
    - 2.1.6.4 **any such copy is promptly destroyed once it is no longer necessary for the relevant Non-Commercial Text and Data Mining;**
    - 2.1.6.5 **the Authorised User complies with all Publisher usage policies communicated to the Authorised User or made available to Authorised User, including without limitation any security measures and conditions of access; and**
    - 2.1.6.6 **the Authorised User registers each Non-Commercial Text And Data Mining activity by providing the details of such activity via an email to [Data.Mining@oup.com](mailto:Data.Mining@oup.com) and completing the questionnaire provided by the Publisher in response to such email if requested to do so by the Publisher.**
- 2.2 For the avoidance of doubt the Customer and Authorised Users may not:
- 2.2.1 remove or alter Publisher's copyright notices or other means of identification or disclaimers as they appear in the Publications;
  - 2.2.2 systematically make printed or electronic copies of multiple portions of the Publications for any purpose;

- 2.2.3 display or distribute any part of the Publications on any electronic network, including without limitation, the Internet and the World Wide Web, other than the Secure Network;
  - 2.2.4 permit anyone other than Authorised Users to access or use the Publications;
  - 2.2.5 use all or any part of the Publications for any Commercial Use.
- 2.3 Where the Customer is an academic library, or part of a non-commercial organisation, then notwithstanding any restriction in clause 2.2, the Publisher hereby grants the Customer the non-exclusive right to supply (whether by post, fax, as an attachment to an email, or secure electronic transmission, using Ariel or its equivalent, whereby the electronic file is deleted after printing) to another academic library in the same country as the Customer or library which is part of a non-commercial organisation in the same country as the Customer, for the purposes supplying an authorised user of the recipient library with a single paper copy of an electronic original of an individual document from a journal included in the Publications for the purpose of research or private study and not for commercial use,. The Publisher may request reports in respect of the Customer's use of the Publications in such inter-library loans, provided the confidentiality of user data shall be maintained.
- If the Customer is located in the United States of America, the Customer agrees to fulfil such requests in compliance with Section 108 of the United States Copyright Law (17 USC ¶108, "Limitations on exclusive rights: reproduction by libraries and archives") and with guidelines developed by the National Commission on New Technological Uses of Copyrighted Works (CONTU Guidelines) from time to time, the text of which is available as part of the US Copyright Office Circular 21.
- 2.4 Subject to Clause 2.5 and notwithstanding the expiry of the Subscription Period the Customer shall be entitled to continuing access to those Publications that were published for the first time during the Subscription Period on the same terms as this Agreement, provided that the Customer shall pay any relevant hosting fees.
- 2.5 If the Publisher ceases to hold the publication rights of any of the Publications, and is no longer able to provide the access described in 2.4, the Publisher shall make all reasonable efforts to ensure that continuing access is provided either:
- 2.5.1 by the new publisher of the relevant Publication; or
  - 2.5.2 through Portico, CLOCKSS, or a similar 3rd party archive and in such case the Publisher shall provide all relevant details of the Customer to the 3rd party in order to enable access to the 3rd party archive by the Customer. Such access will be subject to Customer fulfilling the 3rd party's terms and condition for access ; or
  - 2.5.3 by providing the Customer with an electronic copy of the relevant Publications for the purpose of local hosting by the Customer.
- 2.6 **In the case of any conflict or ambiguity between terms of this Agreement and applicable copyright laws, nothing in this Agreement will limit the Customer's or an Authorised Users' rights under the applicable copyright laws.**

### 3. RESPONSIBILITIES OF THE CUSTOMER

- 3.1 The Customer will provide all identifying information relating to the Customer and its Authorised Users required by the Online Registration Materials. The Customer acknowledges that access to the Publications under this Agreement is conditional upon the Customer completing the Online Registration Materials. The Customer will amend the Online Registration Materials promptly

following any additions, deletions or other alterations to the information supplied.

- 3.2 The Customer will obtain at its cost all telecommunications and other equipment and software (including an Internet browser and portable document file reader) together with all relevant software licenses necessary to access the Publications online via the Customer's Secure Network.
- 3.3 The Customer shall:
  - 3.3.1 be responsible for the confidentiality and all use of the Password(s);
  - 3.3.2 use best efforts to ensure that only Authorised Users are permitted access to the Publications by means of the Customer's Secure Network;
  - 3.3.3 use best efforts to ensure that all Authorised Users are made aware of that the Publications are protected by copyright and the Authorised Users' use of the Publications is subject to the restrictions and obligations contained in this Agreement
- 3.4 The Customer will notify Publisher immediately if it becomes aware of any of the following: (a) any loss or theft of the Password(s); (b) any unauthorised use of any of the Password(s); or (c) any breach by an Authorised User of the terms of this Agreement
- 3.5 The Customer shall notify Publisher promptly (i) of the facts and circumstances surrounding any unauthorised access, possession, or use of the Publications, or Publisher intellectual property, or any portion thereof; and (ii) on becoming aware of any claim by any third party that the Publications infringes an intellectual property or proprietary right of any third party.
- 3.6 Upon becoming aware of any breach of the terms of this Agreement by an Authorised User, the Customer shall promptly initiate disciplinary procedures in accordance with the Customer's standard practice.

#### **4. RESPONSIBILITIES OF PUBLISHER**

- 4.1 Publisher shall provide the Customer with a customer number necessary to enable the Customer to submit the Online Registration Materials.
- 4.2 Publisher shall use all reasonable efforts:
  - 4.2.1 to make the Publications available by means of the World Wide Web to the Customer throughout the Subscription Period;
  - 4.2.2 to ensure that the Server has sufficient capacity and rate of connectivity to provide the Customer with a quality of service consistent with current standards in the World Wide Web on-line information provision industry;
  - 4.2.3 to restore access to the Publications as soon as possible in the event of an interruption or suspension of the service.
- 4.3 Publisher agrees to make available to the Customer a monthly COUNTER compliant usage report throughout the Subscription Period detailing the level of use of the Publications by the Customer's Authorised Users per month, but only to the extent such monthly usage reports are made available by the party hosting the Publications on behalf of the Publisher. This report will not identify individual Authorised User usage, but will be provided in respect of the IP address range(s) given by the Customer in the Online Registration Materials as a whole. The Publisher will not be able to provide accurate usage reports if the Customer stores the Publications on any cache or proxy server, or accesses the Publications through an agent gateway.

- 4.4 The Publisher reserves the right to withdraw from the Publications content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false, or infringing.
- 4.5 The Publisher reserves the right to suspend access to the Publications in the event of any unauthorised use of the Publications.
- 4.6 The Publisher will use reasonable efforts to provide access to the Publications with a quality of service consistent with industry standards, specifically to provide continuous service with a minimum of 96% up-time for all Publications, with a maximum 4% down-time excluding schedule maintenance and repairs performed at a time to minimise inconvenience to the Customer and its Authorised Users and restore the service as soon as possible in the event of an interruption or suspension of service. For the avoidance of doubt, unexpected maintenance may occur and the Publisher endeavours to promptly inform the Customer in such circumstance. **If the down-time in each calendar year of the Subscription Period exceeds the 4% downtime threshold as permitted under this Clause 4.6, the Publisher shall make a pro rata refund of part of the Charges, taking into account the time in excess of such 4% downtime threshold that the Customers were without access to the Publications during such period.**
5. **ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**
- 5.1 The Customer acknowledges that all copyrights, patent rights, Publisher Trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Publications (collectively the "Publisher Intellectual Property"), are the sole and exclusive property of Publisher and that this Agreement does not convey to the Customer any right, title, or interest therein except for the right to use the Publications in accordance with the terms and conditions of this Agreement.
- 5.2 The Customer acknowledges that neither it nor any Authorised User may create any derivative work based on the Publications without the prior written permission of the Publisher.
6. **REPRESENTATIONS AND WARRANTIES**
- 6.1 PUBLISHER REPRESENTS AND WARRANTS THAT IT HAS THE POWER TO ENTER INTO THIS AGREEMENT AND TO GRANT THE RIGHTS CONFERRED HEREIN TO THE CUSTOMER AND THAT THE PUBLICATIONS DO NOT VIOLATE OR INFRINGE UPON ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT OR CONTRACT RIGHT OF ANY THIRD PARTY.
- 6.2 SAVE AS PROVIDED ABOVE, PUBLISHER GIVES NO WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION THAT (I) THE PUBLICATIONS WILL BE OF SATISFACTORY QUALITY, SUITABLE FOR ANY PARTICULAR PURPOSE OR FOR ANY PARTICULAR USE UNDER SPECIFIED CONDITIONS, NOTWITHSTANDING THAT SUCH PURPOSE, USE, OR CONDITIONS MAY BE KNOWN TO PUBLISHER; OR (II) THAT THE PUBLICATIONS WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) THAT THE MATERIAL PUBLISHED IN THE PUBLICATIONS IS EITHER COMPLETE OR ACCURATE.
- 6.3 IN NO CIRCUMSTANCES WILL PUBLISHER BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH PUBLISHER DOES NOT HAVE DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORISED ACCESS, THEFT, OR OPERATOR ERRORS.
- 6.4 IN NO CIRCUMSTANCES WILL PUBLISHER BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT

DAMAGES OR LOSS OF PROFITS INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE USE OF, OR INABILITY TO USE THE PUBLICATIONS.

- 6.5 THE CUSTOMER AGREES THAT THE ENTIRE LIABILITY OF PUBLISHER TO THE CUSTOMER OR AUTHORISED USERS ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE PUBLICATIONS SHALL BE THE REFUND OF ANY CHARGES PAID UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IN WHICH THE CLAIM ARISES.
- 6.6 **The Publisher shall defend, indemnify, and hold the Customer harmless against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) asserted by third parties against the Customer which arise out of any act or omission by the Publisher that constitutes a breach of the Publisher's warranties hereunder. This indemnity shall not cover the Customer to the extent that a claim results from the Customer's negligence or wilful misconduct. This indemnity is conditional on the Customer (a) as soon as reasonably practicable, giving written notice of the claim to the Publisher, specifying the nature of the claim in reasonable detail; (b) not making any admission of liability, agreement or compromise in relation to the claim without the prior written consent of the Publisher (c) giving the Publisher and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Publisher and its professional advisers to examine them for the purpose of assessing the claim and (d) giving to the Publisher sole authority to avoid, dispute, compromise or defend the claim.**

## 7. TERMINATION

- 7.1 The Customer may terminate this Agreement at any time for convenience provided that no refund of any payments shall be due.
- 7.2 Either party may terminate this Agreement forthwith by serving written notice on the other in the event that the other party commits a material breach of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days of a request so to do. Without limitation, a breach by the Customer of the provisions of Clause 3.3 above would constitute a material breach of this Agreement.
- 7.3 Customer institutions have the possibility to individually opt out during the Subscription Period. Notice of such a decision must reach the Publisher by 1<sup>st</sup> December at the latest for implementation at the commencement of the next subscription year. If they choose to do so, their share of the Charges will be deducted from the Charges for the next subscription years.

## 8. GENERAL

- 8.1 This Agreement is personal to the Customer and the access granted under it does not extend to its subsidiary or parent organisations, nor may such rights be assigned or sublicensed.
- 8.2 All notices required to be given under this Agreement shall be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this Agreement, or such other address as the party concerned shall from time to time designate by notice pursuant to this Clause. Such notices shall be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 10 (ten) days after posting. All notices to Publisher shall be marked for the attention of the Group Legal Director. All notices to the Customer shall be marked for the attention of the person whose contact details are given in the Schedule **with a copy by email**



**sent to the following email address: lisensavtaler@unit.no.**

- 8.3 This Agreement constitutes the entire agreement of the parties about its subject matter, supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement in writing signed by both parties.
- 8.4 Neither the Customer nor the Publisher shall be responsible to the other for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this clause, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.
- 8.5 No provision in this Agreement is intended to be enforceable by any third party, whether pursuant to the Contract (Rights of Third Parties) Act 1999 or otherwise.
- 8.6 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other further breach.
- 8.7 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

## SCHEDULE E

### OPEN ACCESS

Under this Schedule E, the Publisher and the Consortium Agent intend to establish a legal and economic framework to allow authors from Customers to have articles published on an open access basis in certain journals as part of the agreement between Oxford University Press and UNIT, as further described in this Schedule E.

#### 1 DEFINITIONS

1.1 In this Schedule, the following terms have the following meanings:

“Author Agreement”	the agreement governing the publication of an OA Article between the author of such article and the owner of the relevant journal, such agreement to include details of the OA Licence applicable to such article				
“Article Processing Charge”	the charge for the publication of an OA Article, as set by the relevant owner of the journal or as specified in this Agreement				
“Charge Request”	a request from an Eligible Author to use the OA Article Allowance to cover the charge for the publication of an OA Article				
“Confidential Information”	all technical, financial and commercial information obtained or received directly or indirectly from the other party in the course of or in anticipation of the performance of the terms of this Schedule E				
“Eligible Author”	the corresponding author of an article who is affiliated with the Customer				
“Eligible journal(s)”	the journal(s) listed (i) in Schedule B as being eligible journals as may be updated from time to time by the Publisher, and/or (ii) as otherwise notified to the Consortium Agent in writing, and which are included within the Publisher’s online licensing and payments system				
“Name of Account”	the name of the OA Account as agreed in writing by the Publisher and the Consortium Agent				
“OA Account”	Publisher’s open access account(s) which allows Eligible Authors to use the OA Article Allowance in accordance with the terms of this Agreement				
“OA Account Contact Person”	<b><u>Tore Nilsen</u></b>				
“OA Account Contact Details”	The following information: <table border="1"><tr><td>The postal address of the OA Account Contact Person’s institution;</td><td>Abelsgate 5, Teknobyen, 7030 Trondheim</td></tr><tr><td>The OA Account Contact</td><td>tore.nilsen@unit.no</td></tr></table>	The postal address of the OA Account Contact Person’s institution;	Abelsgate 5, Teknobyen, 7030 Trondheim	The OA Account Contact	tore.nilsen@unit.no
The postal address of the OA Account Contact Person’s institution;	Abelsgate 5, Teknobyen, 7030 Trondheim				
The OA Account Contact	tore.nilsen@unit.no				

Person's email address;	
VAT or Sales Tax registration number of the OA Account	919 477 822
Contact Person's institution	

"OA Account Dashboard"	the unique user interface for the OA Account accessible via a link provided by Publisher, to which the Consortium Agent and Customers will have access
"OA Account User Name and Password"	the unique username(s) and password(s) issued by the Publisher to the Consortium Agent and Customers to access the OA Account
"OA Article"	an article written by an Eligible Author which is accepted for publication in an Eligible journal and is Received Into Production during the Subscription Period, subject to the terms of the Author Agreement
"OA Article Allowance"	the number of articles that may be published as OA Articles in accordance with the terms of this Schedule E
"OA Licence"	the Creative Commons licence used for publication by the Publisher of an OA Article as agreed in the Author Agreement
"Received Into Production"	the manuscript of an article has entered into the Publisher's production process prior to publication

## **2 RIGHT OF DELEGATION**

### **2.1 The parties acknowledge and agree that:**

- 2.1.1 an Eligible Author may authorise another individual to log into the Publisher's online licensing and payments system to make a Charge Request on the Eligible Author's behalf. In such cases, references in this Schedule E to an Eligible Author in connection with making a Charge Request will be construed as a reference to such other individual; and
- 2.1.2 the Consortium Agent may authorise any of its employees, and each Customer may authorise any of its Authorised Users, to access and manage the OA Account Dashboard using the OA Account User Name and Password assigned to the Consortium Agent and Customers in accordance with the procedure set out in this Schedule E.

## **3 SETTING UP THE OA ACCOUNT**

- 3.1 The Consortium Agent acknowledges and agrees that all notifications and queries to be made by the Publisher to the Consortium Agent relating to the use of the OA Account in accordance with this Schedule E, will be directed to the OA Account Contact Person.
- 3.2 The OA Account will be activated by the Publisher following (i) receipt of the OA Account Contact Details, (ii) issuance of the invoice(s) to the Consortium Agent, and (iii) the provision of the OA Account User Name(s) and Password(s) to the Consortium Agent and Customers. The OA Account Contact Person shall inform the Publisher as soon as possible of any changes to the OA Account contact details.
- 3.3 The Publisher reserves the right to suspend the OA Account in case of late payment.

#### **4 REFERRAL PROCESS AND USE OF ARTICLE ALLOWANCE**

- 4.1 Eligible Authors whose articles are accepted for publication by the Publisher will be required to choose an OA Licence with the Publisher in order to make a Charge Request.
- 4.2 When an article has been accepted for publication and is Received Into Production, the Publisher shall use reasonable efforts to send an email to the relevant Eligible Author which will include information to assist the Eligible Author with the referral process.
- 4.3 In each calendar year of the Subscription Period, Customers may approve Charge Requests up to the OA Article Allowance for each such year as indicated in Clause 7 of this Schedule E. To approve Charge Requests from Eligible Authors, the relevant Customer must ensure that there is sufficient OA Article Allowance in the OA Account in the relevant year of the Subscription Period.
- 4.4 Once a Charge Request has been made by an Eligible Author, the Customer affiliated with such Eligible Author shall review the Charge Request and exercise its right to approve or reject the Charge Request.
- 4.5 Where a Charge Request has been approved, the OA Article Allowance will be reduced by one. The Publisher reserves the right to reject Charge Requests that have not been accepted within 14 calendar days after the date of the Charge Request. Where a Charge Request is rejected or deemed rejected, payment of the Article Processing Charge for the relevant article will be payable by the Eligible Author.
- 4.5 The Consortium Agent acknowledges that each Customer is solely responsible for verifying that an Eligible Author is affiliated with the Customer and is therefore eligible to use the OA Article Allowance and is authorised to make a Charge Request. Any information relating to the affiliation of an Eligible Author to a Customer provided by the Publisher to the Consortium Agent will be based on the information as provided by the Eligible Author. Publisher will not under any circumstances be responsible for verifying the identity of any Eligible Author or the validity of any Charge Request made by any Eligible Author.
- 4.6 **The parties agree that the OA Article Allowance is intended to be used for peer-reviewed primary research articles, and the parties acknowledge that each Customer will be solely responsible for ensuring that a Charge Request is made in connection to such an article. The Publisher will not be responsible for verifying that any Charge Request is made in connection with such an article.**
- 4.7 For a period of two years after acceptance of each Charge Request, the Publisher will provide access, via the OA Account Dashboard, to information relating to such Charge Request.
- 4.8 In no circumstances will the Publisher be liable to the Consortium Agent, or any Customer, or any third party resulting from the failure of the Consortium Agent or Customers to comply with this Clause 4.

#### **5 PUBLICATION**

- 5.1 OA Articles will be published online under the terms of the relevant OA Licence.
- 5.2 Following publication of the OA Article, Publisher shall:
- 5.2.1 deliver article metadata including OA Licence information to CrossRef and other relevant third parties; and

- 5.2.2 provide the Eligible Author with a link to the final online version of the OA Article including the article's DOI.

## **6 REPORTING**

- 6.1 The Consortium Agent and Customers may view the remaining OA Article Allowance, transaction history and download reports via the OA Account Dashboard at any time. Such reports will contain details of the articles which have made use of the OA Article Allowance, as well as details of any other articles which were referred to the OA Account.

- 6.2 In each calendar year of the Subscription Period, and no more than once in each such calendar year, the Consortium Agent may request from the Publisher a report of articles by Eligible Authors which have been Received Into Production over the period of 12 months prior to the date that such request is made. The Publisher shall use reasonable efforts to deliver each such report within 1 month following such request. Each such report shall include, where available, the following information based on the information provided by the Eligible Author on submission of an article:

- 6.2.1 name of the Eligible Author, with its email address and ORCID;
- 6.2.2 name of the Customer based on information provided by the Eligible Author;
- 6.2.3 article title;
- 6.2.4 article type;
- 6.2.5 Received Into Production date;
- 6.2.6 OA Licence selected by the Eligible Author;
- 6.2.7 Eligible journal title;
- 6.2.8 Eligible journal ISSN; and
- 6.2.9 DOI.

## **7 OA ARTICLE ALLOWANCE**

- 7.1 The Publisher shall make available to the Consortium Agent the following OA Article Allowance in the following periods:

<b>Year</b>	<b>Total OA Article Allowance</b>
Year 1 2020	200
Year 2 2021	200
Year 3 2022	200

- 7.2 Any amount of the OA Article Allowance remaining in the OA Account at the end of each calendar year of the Subscription Period will not rollover and will be forfeited.

- 7.3 In each calendar year of the Subscription Period, if the Consortium Agent reasonably believes that the OA Article Allowance in such year is likely to be insufficient to cover the number of Charge Requests anticipated to be approved in such year, the Consortium Agent may request an increase to the OA Article Allowance for such year, such request to be notified in writing (email being acceptable) to Publisher ~~no earlier than 30 September in such year~~. Following receipt of such request by Publisher, the parties shall discuss in good faith a reasonable increase to the OA Article Allowance for such year. ~~it being agreed and acknowledged that the final decision in respect of such rest with Publisher.~~ **Any increase to the OA Article Allowance as agreed in accordance with this Clause 7.3 will not be subject to an increase to the Charges.**

- ~~7.4 In each calendar year of the Subscription Period, once the OA Article Allowance has been used for that year, and an Eligible Author subsequently chooses a OA Licence, an additional Article Processing Charge for each OA Article which is Received Into Production, will be payable by the Eligible Author at the Article Processing Charge list price at the time of article submission for the relevant Eligible journal.~~

## **8 EDITORIAL INDEPENDENCE**

- 8.1 Both parties recognise that neither the Consortium Agent nor the Customer will be involved in the editorial processes governing the publication of OA Articles.
- 8.2 The Publisher is not obligated to accept or publish any article submitted to the Publisher by an Eligible Author on the basis of this Agreement. The Consortium Agent recognises that the selection of content that is published on the Publisher's platform is entirely at the Publisher's discretion.
- 8.3 The Consortium Agent relinquishes all possibly due claims towards the Publisher resulting from the Publisher's rejection in good faith to publish content, either entirely or partially, submitted by an Eligible Author.

## **9 RESPONSIBILITIES**

- 9.1 The Consortium Agent shall, and procures that the Customers and any persons authorised to access the OA Account shall, at all times keep the OA Account User Name and Password secure and must not permit any third party to use or have access to the OA Account User Name and Password. The Consortium Agent must notify Publisher as soon as possible if the Consortium Agent or any Customer suspects that any third party has obtained access to the OA Account User Name and Password and Publisher will invalidate that password following receipt of such notice. Publisher reserves the right at any time to invalidate an OA Account User Name or Password if security may have been compromised. Any instruction, notice, acceptance or rejection of Charge Requests or other communications made by any person using the account username with the correct and valid password will be deemed to be authorised by the Consortium Agent. Publisher will not seek to verify the IP address from which the OA Account Dashboard is accessed.
- 9.2 Publisher will use reasonable efforts to ensure that the OA Account Dashboard can be accessed between the hours of 9am and 5pm in the United Kingdom while this Schedule E remains in effect, except on a Saturday, Sunday or public holiday in England when banks in London are not open for business. The Consortium Agent shall notify the Publisher in writing if the OA Account Dashboard is inaccessible within such time for any reason, and the Publisher will rectify the issue as soon as reasonably possible following such notification.
- 9.3 The Consortium Agent warrants, represents and undertakes to Publisher that:
- 9.3.1 all persons accessing and managing the OA Account Dashboard are the Consortium Agent's and Customer's Authorised Users, respectively,, who are duly authorised by the

Consortium Agent and Customers, as applicable, and all instructions, notices and other communications made by any such person under this Schedule E are within the authority of that person; and

- 9.3.2 the Consortium Agent has notified, and procures that each Customer has notified, each person permitted to access and manage the OA Account Dashboard in accordance with this Schedule E, that use of the OA Account is subject to the terms and conditions of this Schedule E.
- 9.4 The Consortium Agent acknowledges that the Publisher may make changes to the administration of the OA Article Allowance to ensure continued delivery of service and/or improvement of service, and the Publisher reserves the right to amend the terms of this Schedule E accordingly.
- 9.5 Publisher and Consortium Agent shall engage in good faith negotiations to agree mutually acceptable commercial terms to allow Customers to publish in Publisher's fully open access journals, which option is not covered under the terms of this Agreement. Consortium Agent recognises that any agreement to include Publisher's fully open access journals in this Agreement will require additional payment.
- 9.6 Publisher shall use reasonable efforts to consider the commercial and practicable feasibility of allowing Consortium Agent to pay Article Processing Charges for articles in applicable journals after publication, as an alternative to paying in advance of publication.

## **10 DATA PROTECTION**

The parties agree to comply with the General Data Protection Regulation 2016/679, and any other relevant data privacy laws or regulations, in the course of carrying out their respective obligations under this Agreement.

## **11 CONFIDENTIALITY**

- 11.1 Each party ("Receiving Party") undertakes:
  - 11.1.1 to keep Confidential Information secret and confidential and to respect the other party's ("Disclosing Party") rights in it;
  - 11.1.2 to use Confidential Information exclusively for the purposes of these OA Account Terms; and
  - 11.1.3 to disclose Confidential Information only to those of its officers and employees to whom and to the extent that such a disclosure is reasonably necessary for the purposes of these OA Account Terms and then only subject to written terms of confidentiality in favour of the Receiving Party.
- 11.2 The provisions of Clause 11.1 will not apply to Confidential Information that the Receiving Party can demonstrate by reasonable, written evidence:
  - 11.2.1 was, prior to its receipt by the Receiving Party from the Disclosing Party, in the possession of the Receiving Party without an obligation of confidence; or
  - 11.2.2 is subsequently disclosed to the Receiving Party without any obligations of confidence by a third party who has not derived it directly or indirectly from the Disclosing Party; or
  - 11.2.3 is or becomes generally available to the public through no act or default of the Receiving Party or its agents, employees, Affiliates or licensees; or

- 11.2.4 is independently developed by the Receiving Party without the aid, application, or use of Confidential Information of the Disclosing Party, as can be demonstrated by written records created at the time of that independent development.
- 11.3 The Receiving Party may disclose Confidential Information to the extent that it is required to disclose it by or to the courts of any competent jurisdiction, or to any government, regulatory agency or financial authority, including pursuant to the Norwegian Act of 19 May 2006 relating to the Right of Access to Documents in the Public Administration (Freedom of Information Act), provided that the Receiving Party must:
- 11.3.1 inform the Disclosing Party as soon as is reasonably practicable; and
- 11.3.2 at the Disclosing Party's request seek to persuade the court, agency or authority to have the Confidential Information treated in a confidential manner, where this is possible under the court, agency or authority's procedure.
- 11.4 The Receiving Party must procure that all of its officers and employees who could have access to any Confidential Information to which Clause 11.1 applies must be made aware of and subject to these obligations.
- 11.5 Notwithstanding the provisions of this Clause 11, the Publisher acknowledges and agrees that the confidentiality obligations of each Customer hereunder will not be more extensive than as laid down by the Norwegian Act of 10 February 1967 relating to the Procedure in Cases concerning Public Administration (the Public Administration Act).