
Consortium Agreement for Online Subscription and Publication Services

This Consortium Agreement (hereinafter also referred to as "Agreement"), effective from January 1st, 2023 for the Subscription Period 2023-2025, is made by and between

S. KARGER AG, Allschwilerstrasse 10, CH-4055 Basel, Switzerland
(hereinafter referred to as "Licensor" or "Karger")

and

CONSORTIUM OF SWISS ACADEMIC LIBRARIES, c/o SLSP AG, Kasernenstrasse 77 A/B, 8004, Zurich, Switzerland (hereinafter referred to as the "Consortium") acting on behalf of its member institutions – the Licensees, listed in Schedule 2 of this Agreement. For the avoidance of doubt, contractual obligations arise between the Licensor and the Licensees only (hereinafter referred to as "Licensees").

The Licensor and the Licensees are hereinafter collectively referred to as "the Parties".

WHEREAS

- the Licensor holds the rights granted under this Agreement;
- the Licensees desire to use the rights in respect of the Licensed Materials provided by the Licensor, and the Licensor desires to grant to the Licensees the license to use the rights against payment of a Publish and Read Fee and subject to the terms and conditions of this Agreement;
- Eligible Authors that are affiliated to the Licensee institutions shall be permitted to publish their accepted manuscripts, after a successful peer review process, in open access format in one of the Licensor's Eligible Journals;

IT IS AGREED AS FOLLOWS:

A. Institutional License

1. Definitions

Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and

vice versa. For the purpose of the present Agreement, and solely for this purpose, the terms set forth hereinafter shall be defined as follows:

- 1.1. "Authorized User"** shall mean an individual who is authorized to access Licensed Materials through a Secure Network or proxy server at a Licensee. Such an individual might be a current student, faculty member, library patron or employee (Academic User) via his/her affiliation with a subscribing institution as well as a visitor (Walk-In User) who is permitted to access the Licensed Materials from a designated terminal, which is physically located in the Licensees' premises;
- 1.2. "Campus-Activated Subscriber Access (CASA)"** shall mean the Licensor's participation in Google's CASA Initiative, which enables the Authorized User off-campus access to the Licensed Materials subscribed by the Licensees;
- 1.3. "Commercial Use"** shall mean use for the purposes of monetary reward by means of sale, resale, loan, transfer, hire or any other form of exploitation of the Licensed Materials. For the avoidance of doubt, neither recovery of direct costs by the Licensees from an Authorized User, nor use by the Licensees or by an Authorized User of the Licensed Materials in the course of research funded by a commercial organization, is deemed to be Commercial Use;
- 1.4. "Course Packs"** shall mean a collection or compilation of materials, e.g. book chapters or journal articles assembled by an Authorized User for internal use for the purposes of instruction;
- 1.5. "Electronic Reserve"** shall mean electronic copies of materials, e.g. book chapters, journal articles made and stored on the Secure Network by the Licensees for exclusively internal educational use in connection with specific courses of instruction offered by the Licensees to their Authorized Users;
- 1.6. "Fee"** shall mean the payment made by the Licensees to the Licensor for the purchased and/or subscribed Licensed Materials. Unless stipulated differently between the Parties, the Fee shall exclude any sales, use, value added or similar taxes. The Licensees shall be liable for any such taxes in addition to the Fee;
- 1.7. "Google Subscriber Links"** shall mean a Google program that provides an Authorized User with a direct link to the HTML or PDF of an article from Google Scholar's search results pages when this content is available online via the Licensees' site license;
- 1.8. "Licensed Materials"** (Schedule 1) shall mean the electronic version of the Licensor's journal articles and/or book chapters, journals and/or books or packages

and collections thereof as purchased and/or subscribed to by the Licensees. Licensed Materials are mainly delivered in PDF and in HTML full-text format. In particular cases the Licensed Materials might be likewise available in other formats. Licensed Materials shall be directly accessible through IP identification or single sign on (e.g. institutional login or Switch edu ID) and in some cases via User ID/password; in case of a subscription the Materials may from time to time be amended by mutual agreement of the Parties;

- 1.9. "Licensee"** shall mean a non-commercial institution which participates in the Consortium according to the Consortium statutes and is party to this Agreement, as listed in Schedule 2;
- 1.10. "Secure Network"** shall mean a network, whether a standalone network or a virtual network within the Internet, which is accessible only to an Authorized User approved by the Licensees, and whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensees;
- 1.11. "Server"** shall mean either the Licensor's server or a third-party server designated by the Licensor on which the Licensed Materials are mounted and may be accessed;
- 1.12. "Text and Data Mining (TDM)"** shall mean a machine process by which information may be derived by identifying patterns and trends within natural language through text categorization, statistical pattern recognition, concept or sentiment extraction, and the association of natural language with indexing terms.

2. Grant

Subject to this Agreement, the Licensor hereby grants to the Licensees the non-exclusive and non-transferable right to give an Authorized User access to the Licensed Materials via a Secure Network, subject to payment of the Fee.

3. Permitted Uses

3.1. The Licensees may:

- a. load the Licensed Materials on the Licensees' servers on the Secure Network;
- b. make such backup copies of the Licensed Materials only as are reasonably necessary;
- c. make such temporary local electronic copies by means of caching or mirrored storage of any part of the Licensed Materials as is necessary solely to ensure efficient use by an Authorized User;
- d. provide an Authorized User with access to the bibliographic data plus the abstract

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- via the Secure Network;
 - e. provide single printed or electronic copies of individual items of the Licensed Materials at the request of an Authorized User for their own personal, scholarly, educational, or scientific research or their internal business use;
 - f. use upon prior request TDM technologies to derive information from the Licensed Materials for non-commercial purposes;
 - g. display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training an Authorized User or groups of Authorized Users;
 - h. provide print or electronic copies of individual items taken from the Licensed Materials to national or international pharmaceutical regulatory authorities for the purpose of, or in anticipation of, regulatory approval of pharmaceutical products or patent and/or trademark applications or other legal or regulatory purposes in respect of the Licensees' products or services.

3.2. An Authorized User may:

- a. search, view, retrieve and display the Licensed Materials for personal, scholarly, educational, scientific research or for internal business use;
- b. print a copy of any part of the Licensed Materials for their own personal, scholarly, educational, scientific research or for internal business use;
- c. electronically save individual items of the Licensed Materials on an Authorized User's computer for his/her own personal, scholarly, educational, scientific research or internal business use;
- d. distribute single copies of individual items from the Licensed Materials in print or electronic format to other Authorized Users. For the avoidance of doubt, this sub-clause shall include the distribution of a copy to other Authorized Users for teaching purposes in a class at the Licensees' institutions.

As to Permitted Uses of the Licensor's Open Access Content, please refer to the Licensor's Open Access Searchable Gateway.

3.3. Remote Access

Upon request, the Licensor grants to Authorized Users remote access through VPN, proxy servers of the Licensees' institutions or through third-party providers, such as but not limited to OpenAthens® or Shibboleth®, on condition that the Licensor can confirm and register the IP of the Licensees' servers to the Licensees' online subscription.

4. Supply of copies to other libraries

The Licensees may, subject to clause 6 below, supply to an Authorized User of another library within the same country as the Licensees whether by post or other secure transmission (e.g., electronic), using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing, for the purposes of research or private study and not

for Commercial Use, a single paper copy of an electronic original of an individual document which is part of the Licensed Materials.

5. Course Packs and electronic reserve

The Licensees may, subject to clause 6 below, incorporate parts of the Licensed Materials in printed Course Packs and Electronic Reserve collections for the use of Authorized Users in the course of instruction at the Licensees' premises, but not for Commercial Use. Each such item shall carry an appropriate acknowledgement of the source, listing title and author of the extract, title and author of the work, and the publisher. Copies of such items shall be deleted by the Licensees when they are no longer used for this purpose. Course Packs in nonelectronic nonprint perceptible form, such as audio or braille, may also be offered to Authorized Users who, in the reasonable opinion of the Licensees, are visually impaired.

6. Prohibited Uses

6.1. Neither the Licensees nor an Authorized User may:

- a. remove or alter the authors' names or affiliations or the Licensor's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;
- b. alter, abridge, adapt or modify any part of the Licensed Materials for any purpose other than that expressly permitted by the Licensees, except to the extent necessary to make it perceptible on a computer screen to an Authorized User. For the avoidance of doubt, no alteration of the words or their order is permitted;
- c. systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose other than as explicitly permitted under clauses 3.1 and 3.2 above;
- d. index and/or systematically download the Licensed Materials, especially operated by the application of a bot or crawler, for any purpose other than as explicitly permitted under clause 3.1 f);
- e. mount or distribute any part of the Licensed Materials on any electronic network, including, without limitation, the Internet and the World Wide Web, other than the Secure Network;
- f. integrate the Licensed Materials with any other material or otherwise create derivative works in any format and/or medium.

6.2. With regard to the Licensed Materials provided in formats other than PDF or HTML, due to the technical specifications of the product, neither the Licensees nor an Authorized User may:

- a. make electronic copies of individual items taken from the Licensed Materials for storage on the Authorized User's computer;

- b. distribute single copies of individual items taken from the Licensed Materials in any electronic format to other Authorized Users;
- c. load the Licensed Materials on the Licensees' servers on the Secure Network;
- d. make backup copies of the Licensed Materials;
- e. supply to an Authorized User, by electronic means, copies of one or more individual items taken from the Licensed Materials.

6.3. The Licensor's express prior written permission must be obtained in order to:

- a. distribute, publish or make available the whole or any part of the Licensed Materials to anyone other than an Authorized User or for any purpose not expressly authorized by the present Agreement. The supply of any of the Licensed Materials to third parties is subject to payment and shall be negotiated with the Licensor;
- b. use all or any part of the Licensed Materials for any Commercial Use such as sale, reward or exploitation other than as expressly permitted by the present Agreement;
- c. publish, distribute or make available works based on the Licensed Materials or works which combine the Licensed Materials with any other material, other than as permitted in this Agreement.

As to Prohibited Uses of Licensor's Open Access Content, please refer to the Licensor's Open Access Searchable Gateway.

7. Licensor's Undertakings

7.1. The Licensor shall:

- a. make available to the Licensees the Licensed Materials reasonably promptly after publication of the printed version. If this is not possible for a particular journal or book due to technical reasons, such journal or book shall be identified at the time of licensing, together with the reasons therefore;
- b. provide the Licensees reasonably promptly after signing a purchase or subscription agreement with information sufficient to enable access to the Licensed Materials;
- c. ensure that the Server has adequate capacity and bandwidth to support the usage of the Licensees at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the present Agreement;
- d. use reasonable endeavors to make the Licensed Materials available to the Licensees and their Authorized Users on a twenty-four-hour basis, save for routine maintenance and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service.

7.2. Branding

The Licensor will brand each Licensor site visit by an Authorized User as follows: "You are now in the protected Licensee full-text zone. You are logged in as a Licensee's authorized user and these are your subscriptions".

7.3. Withdrawal

The Licensor reserves the right at any time to withdraw from the Licensed Materials any item or part of an item which it no longer retains the right to publish, or when the Licensor has reasonable grounds to believe it infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Licensor shall give written notice to the Licensees of such withdrawal. If the withdrawn material represents more than fifty percent (50%) of an individual journal issue, the Licensor shall make a pro rata refund of the Fee, taking into account the amount of material withdrawn, and the remaining unexpired portion of the Fee for the individual journal in question.

7.4. Blocking

The Licensor furthermore reserves the right to block any unknown bot or crawler as mentioned under clause 6.1 d at any time and without notice. In such an event the Licensor will notify the Licensee(s) accordingly. In order to warrant unrestricted and undisturbed access to the Licensed Materials, the Licensor highly recommends that the Licensees disclose any applied bots or crawler in advance.

7.5. Online Access

The Licensor will provide the Licensees with online access to the full text of the Licensed Materials. For the avoidance of doubt, perpetual online access in this instance encompasses perpetual post-cancellation access for Licensees with existing Karger subscriptions and 5 (five) years post-cancellation access for Licensees who are new customers to Karger and who do not renew the Licensed Materials after 2025.

7.6. Deposition

The Licensed Materials are deposited permanently with Portico, an independent not-for-profit organization maintaining dark digital archives. By joining Portico, the Licensees will have assured access in perpetuity through Portico to the Licensed Materials should access via the Licensor no longer be possible.

7.7. Log In Data

The Licensor provides the Licensees with the necessary Log in Data to grant access to the Licensees' private title access information via MyKarger Login. Such usage information, comprising the IP range, time range, title and number of accesses, will be available online to the Licensees on an individual basis. The usage information shall be compiled in a manner consistent with any applicable privacy or data protection laws, and the anonymity of individual users and the confidentiality of their searches shall be fully warranted.

7.8. Discovery Services

The Licensor shall permit the integration of the Licensed Materials in Web-Scale Discovery Services. The Licensees shall provide access to the Licensed Materials via Web-Scale Discovery Services to Authorized Users only.

In order to enable the Licensees and their Authorized Users to search references and full texts of the Licensed Materials in Web-Scale Discovery Services, the Licensor shall make available the metadata (bibliographic citation, abstract, key words) for the Licensed Materials to Web-Scale Discovery Services providers. Full texts, which are part of the Licensed Materials, shall be indexed in Web-Scale Discovery Services, whereas access to these full texts shall be available only via a link to the Licensor's platform. The Licensees shall be permitted to offer the metadata and references of the Licensed Materials in its Web-Scale Discovery Service parallel to the platform of the Licensor. The Licensees shall provide access to the metadata, references and full texts of the Licensed Materials in its Web-Scale Discovery Service to Authorized Users only.

7.9. Metadata

The Licensor shall provide link-resolver vendors and other library systems suppliers quarterly with full details of the Licensed Materials in accordance with the most current KBART standard (<http://www.uksg.org/kbart/s5/guidelines>); and also with related data of (i) the first and final year, volume, and issue and (ii) the algorithm or syntax for constructing an article-level link from an article's metadata within the Licensed Materials.

The Licensor shall provide the Licensees with the digital object identifier (DOI) relating to the Licensed Materials, at the title, journal, and article, and chapter levels, and any updates or amendments thereto, at least once every year of the Agreement (and otherwise promptly on request by the Licensees).

7.10. Project Transfer

The Publisher shall use reasonable efforts to keep to the [Code of Practice of Project Transfer](#) to ensure that journal content remains easily accessible by the Licensees and their Authorized Users when there is a transfer of material between parties, and to ensure that the transfer process occurs with minimum disruption.

8. Licensees' Undertakings

The Licensees shall use all reasonable efforts to:

- a. ensure that only Authorized Users are permitted access to the Licensed Materials;
- b. ensure that all Authorized Users are appropriately notified about the requirement to respect the intellectual property rights in the Licensed Materials and that they are made aware of and undertake to abide by the usage conditions specified in clauses 3 and 6 above;
- c. monitor compliance and immediately on becoming aware of any unauthorized use or other breach of the present Agreement, inform the Licensor and take all reasonable steps, including disciplinary action, both to ensure that such activity ceases immediately and to prevent any recurrence;
- d. issue passwords or other access information only to Authorized Users and ensure that Authorized Users do not divulge their passwords or other access information to any third party;
- e. keep full and up-to-date records of all Authorized Users and their access details, and
- f. if appropriate provide the Licensor with periodic lists of additions, deletions or other alterations to such records as are necessary to enable the Licensor to provide Authorized Users with access to the Licensed Materials as set forth in the present Agreement; provide the Licensor, reasonably promptly after signing a purchase agreement, with information sufficient to enable the Licensor to provide access to the Licensed Materials in accordance with its obligation under clause 7.1 b Should the Licensees make any significant change to such information, it will notify the Licensor not less than fourteen (14) days before the change takes effect.

9. Mutual Undertakings

The Parties shall safeguard the intellectual property, confidential information and proprietary rights of the other party. The Agreement is not subject to confidentiality obligation by the Parties, with the exception of the Licensees' Fees (including price and calculation models or discounts) and IP address details (Schedule 2) and any data subject to Swiss privacy and data protection laws.

10. Google Subscriber Links and Casa

10.1. Access identification

Authorized Users' access is identified via IP address and therefore requires transmission of the Licensees' data by the Licensor. The data provided by the Licensor and held by Google or a third party acting on Google's behalf is limited to the related institutional IP address only.

10.2. Refusal of transfer

If the Licensees refuse the transfer of their data to Google or a third party acting on Google's behalf, the Licensees are obliged to inform the Licensor in writing about its rejection before purchase or the subscription of the Licensed Materials.

11. Term & Termination

11.1. Effective Date

This Agreement shall be effective from January 1st, 2023, and shall survive the termination of any purchase contract and remain in force until December 31st, 2025. The Licensor may yearly amend or supplement this Agreement. Unless the Licensees expressly object to the present Agreement in writing, the revised version will become effective as of the new subscription period.

11.2. Licensor's right to withdraw

The Licensor reserves the right to withdraw the Licensees' access to the Licensed Materials in the event of a systematic breach of the present Agreement by an Authorized User (as specified in 6.1 and 6.2). Moreover, the Licensor reserves the right to withdraw the Licensees' access to the Licensed Materials if the Licensees become unable to pay their debts or enters into compulsory or voluntary liquidation. For the avoidance of doubt, and notwithstanding anything to the contrary, a breach by a Licensee shall not be considered a breach by the other Licensees and shall not affect these other Licensees. Each Licensee shall be liable for its Fee only.

12. Data protection

Under the present agreement, no personal data of citizens from Member States of the European Union or Switzerland will be processed by the Licensees.

If Licensees by any chance process any personal data of citizens from Member States of the European Union or Switzerland, such as but not limited to name, address, email address, or telephone number of a data subject, that shall be for the primarily intended

purposes of this Agreement only and in line with the requirements of the General Data Protection Regulation (GDPR) and the Swiss Federal Act on Data Protection (FADP).

The Licensees further confirm to be responsible for the compliancy with the applicable privacy laws at its location at any time, and to make the Licensor aware of any required steps to undertake, such as signing any additional data processing agreement if required by the law.

For further information about the Licensor's Privacy Policy please visit <https://www.karger.com/Info/PrivacyPolicy/>.

13. Warranty and liability

13.1. Third party rights

The Licensor warrants that the Licensed Materials do not violate any third-party rights. In case third parties allege any claims, the Licensor shall at its option either defend the Licensees against the claims or satisfy them. This warranty shall survive the termination of any purchase agreement; however, it shall not apply if the Licensees have modified the Licensed Materials in any way not permitted by the present Agreement.

13.2. Design, accuracy

Except as provided expressly in this Agreement, the Licensor makes no representations or warranties of any kind, explicit or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Licensed Materials, and merchantability or fitness of use for a particular purpose. The Licensed Materials are supplied "as are".

13.3. Third party defaults

The Licensor shall not be liable for any delay, downtime, transmission error, software or equipment incompatibilities, force majeure or other failures of performance. The Licensor will use commercially reasonable efforts to correct any material performance problem brought to its attention by the Licensees.

13.4. Party default

Neither party shall be liable in any way for failure or delay in performing its obligations under the present Agreement if the failure or delay is due to causes outside the reasonable control of the party in default.

13.5. Special, incidental or consequential damages

Neither party shall be liable to the other for any special, incidental or consequential damages (including, without limitation, lost profits and loss of goodwill) arising from any breach of the present Agreement, even if advised of the possibility of such damages.

13.6. Limitation of liability

The liability of one party to the other for damages shall not exceed a sum equal to the Fee paid by the Licensee hereunder for the twelve (12) month period during which the claim arose.

14. Miscellaneous**14.1. No assignment**

The present Agreement may not be assigned or transferred to any third party, nor may either party subcontract any of its obligations without the prior written consent of the other party, which consent shall not unreasonably be withheld.

14.2. Force majeure

Neither party's delay or failure to perform any provision of the present Agreement, as result of circumstances beyond its control including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities shall be deemed to be, or to give rise to, a breach of the present Agreement.

14.3. Party waivers

Either party's waiver, or failure to require performance by the other, of any provision of the present Agreement will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

14.4. Severability

The invalidity or unenforceability of any provision of the present Agreement shall not affect the continuation or enforceability of the remainder of this Agreement.

14.5. Governing law and jurisdiction

The present Agreement shall be governed by and construed according to the laws of Switzerland and the Parties agree to submit to the jurisdiction of the Courts of Basel, Switzerland.

14.6. Point of contact

Enquiries concerning the present Agreement or requests to use TDM technologies to derive information from the Licensed Materials shall be addressed to Karger Front Office under the telephone number +41 61 306 12 80 or via email to service@karger.com.

B. Publication Rights

1. Definitions

In this Agreement, the following terms shall have the following meanings:

- 3.1. "Article Processing Charge"** means the charge made to, or any other fee payable by, the Licensees or corresponding authors at the Licensees in respect of publication of Open Access Articles in any of Licensor's Eligible Journals.
- 3.2. "Corresponding Author"** shall mean the Licensor's main contact in connection with a submitted manuscript. The Corresponding Author might be listed as a single author or in addition to contributing co-authors in the manuscript.
- 3.3. "Eligible Authors"** shall mean either an individual employed for teaching and / or research purposes by a Licensee, or a student enrolled at a Licensee, who is also Corresponding Author and entitled to publish their manuscript in one of the Licensor's Eligible Journals set out in this Agreement.
- 3.4. "Eligible Journals"** shall mean all Karger's Open Access and Hybrid Journals (subject to change by the Licensor), with the exception of the journals in Karger's Partner Publication Portfolio and the Karger Kompass Series (marked with * in Schedule 2). In case of titles being added to Karger's journal program (whether new or taken over from another publisher), Karger reserves the right to further exclude these titles from the list of "Eligible Journals".
- 3.5. "Open Access Article"** means an article that is permanently, immediately free to read and re-use, published under an open license. Any article type published by the Licensor may be included.

2. Open Access Publishing

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- 2.1.** Publication Rights apply based on an active arrangement for Licensor's eJournal Collection 2023-2025.
 - 2.2.** Licensor grants Eligible Authors during the term of the Agreement, non-exclusive, non-transferable Publication Rights to publish accepted articles as Open Access Articles in the Licensor's Eligible Journals, without incurring Article Processing Charge, provided that Corresponding Author submits material according to the workflow put forward by the Licensor.
 - 2.3.** Eligible Authors retain copyright to their publications and only grant the Licensor the non-exclusive right to publish all publications immediately and in the first instance under a Creative Commons Attribution-NonCommercial license (CC BY-NC 4.0). Third-party content included in a publication, for example images or graphics, should be clearly labelled and are not affected by these requirements. Nothing in this Agreement shall be taken to restrict, limit or curtail any provisions of the Creative Commons license used for Open Access Articles.
 - 2.4.** The provisions of this Agreement are without limitation to the rights of the Licensees or Authorized Users to do any act permitted under the Swiss copyright law, or permitted under any CC license applicable to the Licensed Materials or otherwise which, apart from the rights granted under this Agreement, would not infringe the intellectual property rights in the Licensed Materials and, notwithstanding any provision of this Agreement, the Licensees and Authorized Users shall remain entitled to do any such acts.

3. Workflow

- 3.1.** Upon payment of the Publish and Read Fee, unlimited publishing rights will be available to Eligible Authors from the Licensees, for publication of articles in Licensor's Eligible Journals. The publishing rights are only valid for accepted research-oriented manuscripts and are applicable to Eligible Journals which require payment of an Article Processing Charge.
- 3.2.** Allocation of the Publication Rights to Eligible Authors will be handled by the Licensor's Compliance Desk.
- 3.3.** Eligibility must be claimed according to the workflow put forward by the Licensor. Eligible Authors will indicate their entitlement to exemption from Article Processing Charges by specifying their affiliated institute in the course of the manuscript submission process.

4. Editorial Independence

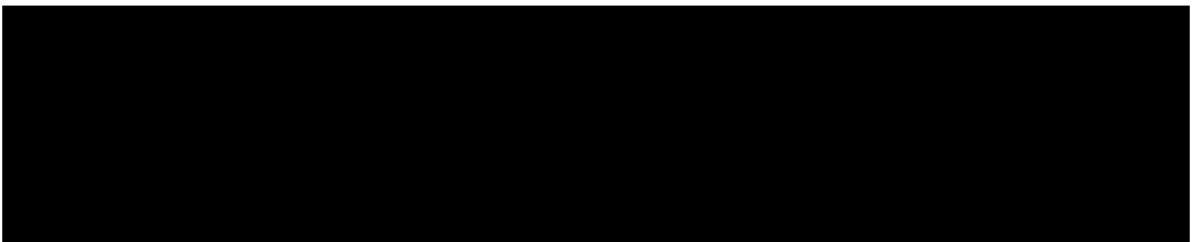
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- 4.1.** The Licensor and the Licensees recognize that neither the Consortium, nor the Licensees will be involved in the editorial processes governing the publication of Open Access Articles despite the financial obligations towards the Licensor.
- 4.2.** Nothing herein contained shall oblige the Licensor or any third party to accept or publish any article submitted to the Licensor by an Eligible Author. The Licensees acknowledge that the selection of material to be accepted and published by the Licensor or a third party in control of the publishing process is entirely at the discretion of the Licensor or said third party. The Licensees waive any claim they may have against the Licensor or said third party in the event that the Licensor or said third party refuses or declines to publish any material (or part thereof) submitted by an Eligible Author.

This Agreement may be executed in counterparts, and signatures exchanged by electronic means (e.g., Adobe Sign) are effective to the same extent as original signatures.

In witness whereof, the parties have executed this Agreement by their respective authorized representatives.

Signed for and on behalf of

S.KARGER AG

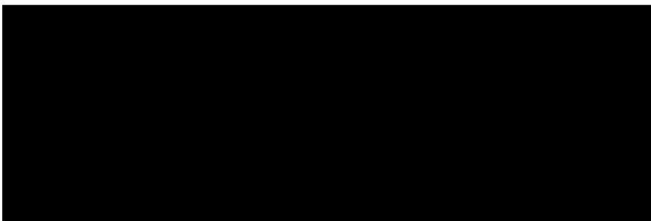


Basel, May 25, 2023

Basel, May 26, 2023

Signed for and on behalf of the participating institutions, represented by

CONSORTIUM OF SWISS ACADEMIC LIBRARIES (on behalf of the Licensees)



Zürich, May 25, 2023

Schedule 1: Licensed Materials

1. Subscription Journals (Hybrid)

Title	eISSN	URL
Acta Cytologica	1938-2650	www.karger.com/ACY
Acta Haematologica	1421-9662	www.karger.com/AHA
American Journal of Nephrology	1421-9670	www.karger.com/AJN
Annals of Nutrition and Metabolism	1421-9697	www.karger.com/ANM
Audiology and Neurotology	1421-9700	www.karger.com/AUD
Blood Purification	1421-9735	www.karger.com/BPU
Brain, Behavior and Evolution	1421-9743	www.karger.com/BBE
Breast Care	1661-3805	www.karger.com/BRC
Cardiology	1421-9751	www.karger.com/CRD
Caries Research	1421-976X	www.karger.com/CRE
Cells Tissues Organs	1422-6421	www.karger.com/CTO
Cerebrovascular Diseases	1421-9786	www.karger.com/CED
Chemotherapy	1421-9794	www.karger.com/CHE
Complementary Medicine Research	2504-2106	www.karger.com/CMR
Complex Psychiatry	2673-298X	www.karger.com/CXP
Cytogenetic and Genome Research	1424-859X	www.karger.com/CGR
Dementia and Geriatric Cognitive Disorders	1421-9824	www.karger.com/DEM
Dermatology	1421-9832	www.karger.com/DRM
Developmental Neuroscience - Subscribe2Open	1421-9859	www.karger.com/DNE
Digestion	1421-9867	www.karger.com/DIG
Digestive Diseases	1421-9875	www.karger.com/DDI
Digestive Surgery	1421-9883	www.karger.com/DSU
European Addiction Research	1421-9891	www.karger.com/EAR
European Neurology	1421-9913	www.karger.com/ENE
Fetal Diagnosis and Therapy	1421-9964	www.karger.com/FDT
Folia Phoniatica et Logopaedica	1421-9972	www.karger.com/FPL
Gerontology	1423-0003	www.karger.com/GER
Gynecologic and Obstetric Investigation	1423-002X	www.karger.com/GOI
Hormone Research in Paediatrics	1663-2826	www.karger.com/HRP
Human Development	1423-0054	www.karger.com/HDE
International Archives of Allergy and Immunology	1423-0097	www.karger.com/IAA
Journal of Vascular Research	1423-0135	www.karger.com/JVR
Molecular Syndromology	1661-8777	www.karger.com/MSY
Neonatology	1661-7819	www.karger.com/NEO
Nephron	2235-3186	www.karger.com/NEF
Neurodegenerative Diseases	1660-2862	www.karger.com/NDD
Neuroendocrinology	1423-0194	www.karger.com/NEN

Neuroepidemiology	1423-0208	www.karger.com/NED
Neuropsychobiology	1423-0224	www.karger.com/NPS
Ocular Oncology and Pathology	2296-4657	www.karger.com/OOP
Oncology	1423-0232	www.karger.com/OCL
Oncology Research and Treatment	2296-5262	www.karger.com/ORT
Ophthalmologica	1423-0267	www.karger.com/OPH
ORL	1423-0275	www.karger.com/ORL
Pathobiology	1423-0291	www.karger.com/PAT
Pediatric Neurosurgery - Subscribe2Open	1423-0305	www.karger.com/PNE
Pharmacology	1423-0313	www.karger.com/PHA
Psychopathology	1423-033X	www.karger.com/PSP
Psychotherapy and Psychosomatics	1423-0348	www.karger.com/PPS
Respiration	1423-0356	www.karger.com/RES
Sexual Development	1661-5433	www.karger.com/SXD
Skin Appendage Disorders	2296-9160	www.karger.com/SAD
Skin Pharmacology and Physiology	1660-5535	www.karger.com/SPP
Stereotactic and Functional Neurosurgery	1423-0372	www.karger.com/SFN
Urologia Internationalis	1423-0399	www.karger.com/UIN
Verhaltenstherapie	1423-0402	www.karger.com/VER
Visceral Medicine	2297-475X	www.karger.com/VIS

2. Backfiles

For the purpose of this Agreement, the Licensed Materials include previous volumes of listed journals back to 1998.

3. Gold Open Access Journals

Title	eISSN	URL
Biomedicine Hub	2296-6870	www.karger.com/BMH
Cardiorenal Medicine	1664-5502	www.karger.com/CRM
Case Reports in Acute Medicine	2504-5288	www.karger.com/CRA
Case Reports in Dermatology	1662-6567	www.karger.com/CDE
Case Reports in Gastroenterology	1662-0631	www.karger.com/CRG
Case Reports in Nephrology and Dialysis	2296-9705	www.karger.com/CND
Case Reports in Neurology	1662-680X	www.karger.com/CRN
Case Reports in Oncology	1662-6575	www.karger.com/CRO
Case Reports in Ophthalmology	1663-2699	www.karger.com/COP
Case Reports in Orthopedic Research	2296-9373	www.karger.com/CIO
Cerebrovascular Diseases Extra	1664-5456	www.karger.com/CEE
Dementia and Geriatric Cognitive Disorders Extra	1664-5464	www.karger.com/DEE

Digital Biomarkers	2504-110X	www.karger.com/DIB
Dubai Diabetes and Endocrinology Journal*	2673-1738	www.karger.com/DDE
Dubai Medical Journal*	2571-726X	www.karger.com/DMJ
European Surgical Research	1421-9921	www.karger.com/ESR
Gastrointestinal Tumors	2296-3766	www.karger.com/GAT
GE - Portuguese Journal of Gastroenterology*	2387-1954	www.karger.com/PJG
Glomerular Diseases	2673-3633	www.karger.com/GDZ
Human Heredity	1423-0062	www.karger.com/HHE
Inflammatory Intestinal Diseases	2296-9365	www.karger.com/IID
Intervirolgy	1423-0100	www.karger.com/INT
Journal of Innate Immunity	1662-8128	www.karger.com/JIN
Kidney and Blood Pressure Research	1423-0143	www.karger.com/KBR
Kidney Diseases	2296-9357	www.karger.com/KDD
Lifestyle Genomics	2504-3188	www.karger.com/LFG
Liver Cancer	1664-5553	www.karger.com/LIC
Medical Cannabis and Cannabinoids	2504-3889	www.karger.com/MCA
Medical Principles and Practice*	1423-0151	www.karger.com/MPP
Microbial Physiology	2673-1673	www.karger.com/MIP
Neuroimmunomodulation	1423-0216	www.karger.com/NIM
Obesity Facts	1662-4033	www.karger.com/OFA
Ophthalmic Research	1423-0259	www.karger.com/ORE
Pulse	2235-8668	www.karger.com/PLS
Portuguese Journal of Public Health*	2504-3145	www.karger.com/PJP
Public Health Genomics	1662-8063	www.karger.com/PHG
Saudi Journal of Health Systems Research*	2673-6136	www.karger.com/SJH
Transfusion Medicine and Hemotherapy	1660-3818	www.karger.com/TMH

2.6 Free Access Journals (Healthcare)

Title	eISSN	URL
Kompass Autoimmun*	2624-8476	www.karger.com/KAI
Kompass Dermatologie*	2296-536X	www.karger.com/KKD
Kompass Neumología*	2624-9073	www.karger.com/KXN
Kompass Nutrition & Dietetics*	2673-5199	www.karger.com/KND
Kompass Onkologie*	2296-5386	www.karger.com/KKO
Kompass Ophthalmologie*	2297-0045	www.karger.com/KOP
Kompass Pneumologie*	2296-0317	www.karger.com/KKP

Schedule 2: Licensees, IP Addresses, Fees

Institution	Product	Price Model	License Fee 2023 - total	License Fee 2024 - total	License Fee 2025 - total
Universität Basel	Publish and Read	Fixed prices			
Inselspital Bern	Publish and Read	Fixed prices			
Université de Fribourg	Publish and Read	Fixed prices			
Université de Lausanne (incl. HEP)	Publish and Read	Dynamic Prices			
Università della Svizzera Italiana	Publish and Read	Dynamic Prices			
Universität Zürich	Publish and Read	Dynamic Prices			
ETH Zürich	Publish and Read	Dynamic Prices			
Total			216,317		

Schedule 3:

1. Access

Consortium members participating in the Agreement (Licensees) and their Authorized Users are granted unlimited simultaneous access to all articles published in Karger online journals during the subscription year 2023, 2024 and 2025, as well as access to the contents of all volumes of said journals since 1998, for the Fee.

2. Hosting in Repositories

Authors from Licensee institutions are granted permission free of charge to store their Open Access articles which are part of the Licensed Materials in the version of record without a time embargo in an institutional and / or discipline-specific repository of their choice and to make them available in Open Access. The same permission is granted to Licensee institutions to which the respective authors are affiliated. For non-Open Access articles (opt-out), a time embargo of 6 months applies.

3. DDP

Print issues must be purchased separately. Karger will grant 90% Deep Discount on renewed existing print subscriptions and 85% Deep Discount on new print subscriptions.

2.5 Accession / Opt-In / Cancellation

This offer is valid for the subscription years 2023, 2024 and 2025. Consortium members (Licensees) may accept the offer and accede to the Agreement at any time during the calendar years 2023, 2024 and 2025.

For existing Consortium members, the following cancellation rules apply:

Customers with Fix prices: cancellation possible till September 30 of the current calendar year 2023, 2024.

Customers with Dynamic prices: Agreement runs till the end of 2025.

Schedule 4: Calculation Models

1. "Fixed Price" Model

An annual price increase of 2% is applied to the Publish and Read Fee.

2. "Dynamic Price" Model

For the purposes of calculating the pricing under the "Dynamic Price" model, the following is taken into consideration:

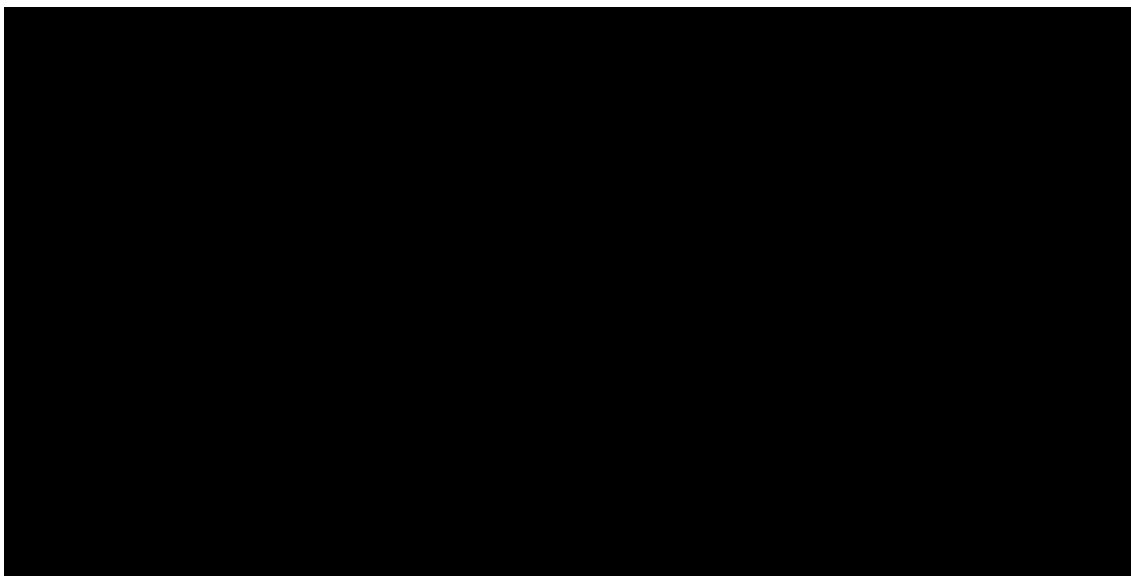
2.1 Article types

The following article types are taken into account to determine the volume of published articles: research articles, systematic reviews, case-reports, meta-analyses and methods-articles.

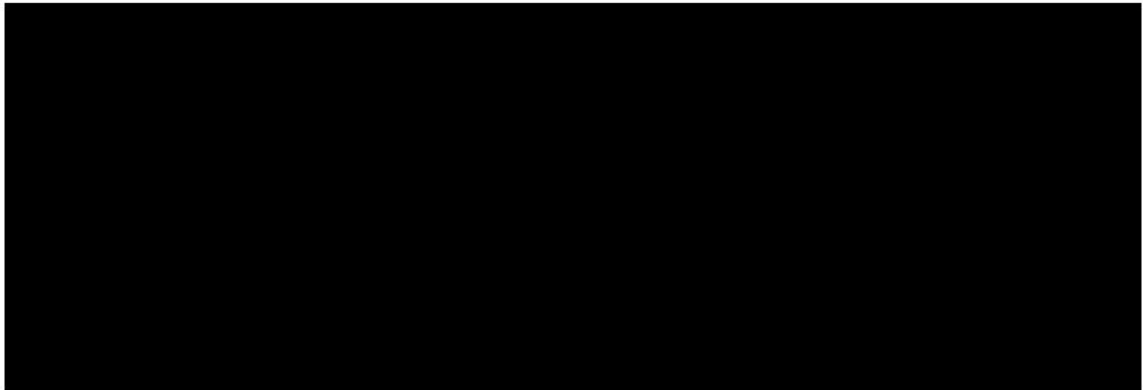
2.2 Journal types

Published articles in both hybrid and gold OA journals are taken into account for the purposes of determining the pricing.

2.3 PAR Reference Value



2.4 Price development for 2024 and 2025



2.5 Adjustment of price developments



2.6 Price capping

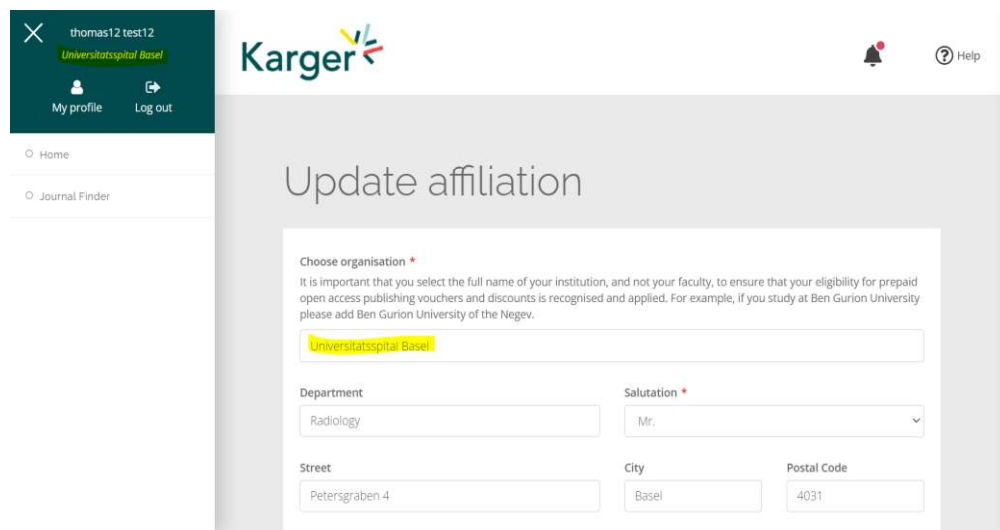


Schedule 5: Workflow

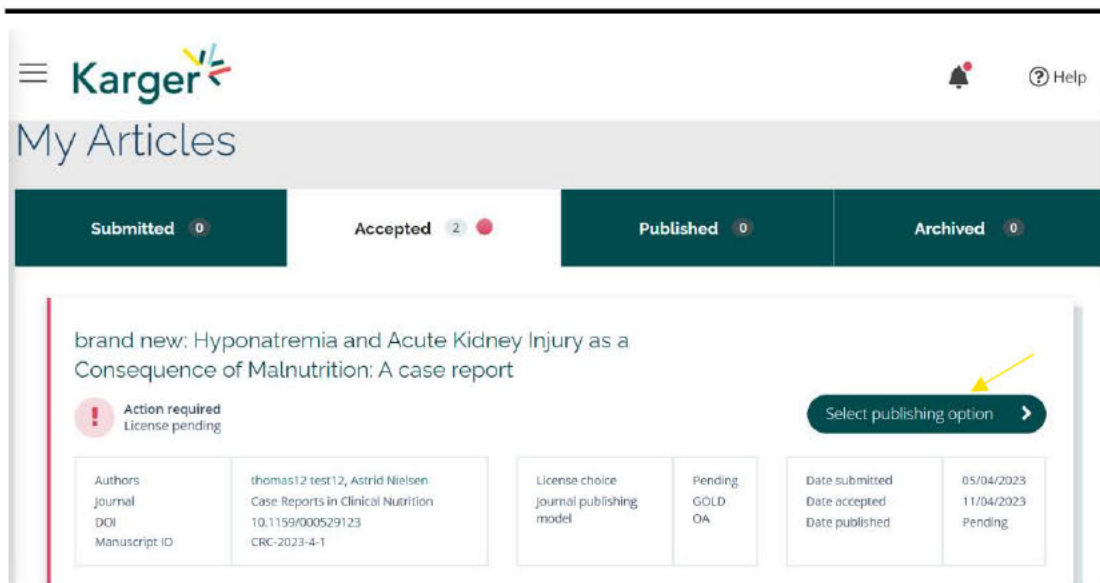
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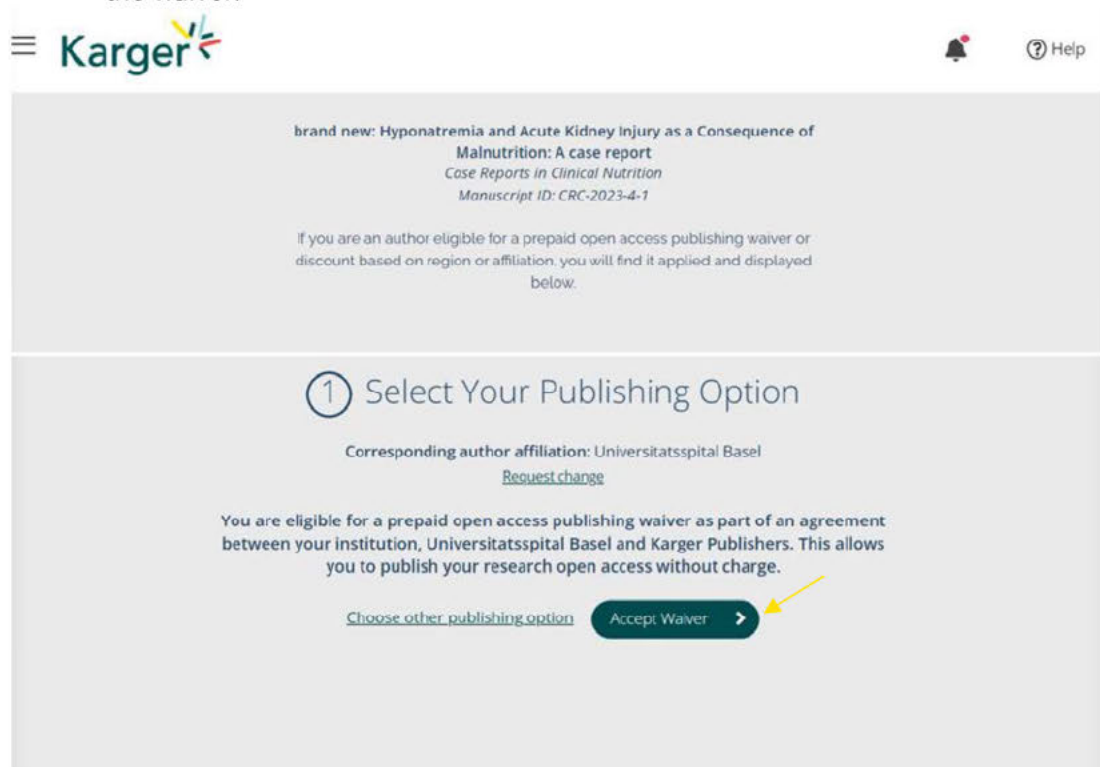
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Journal	Case Reports in Clinical Nutrition	journal publishing model	GOLD OA	Date accepted	11/04/2023
DOI	10.1159/000529123			Date published	Pending
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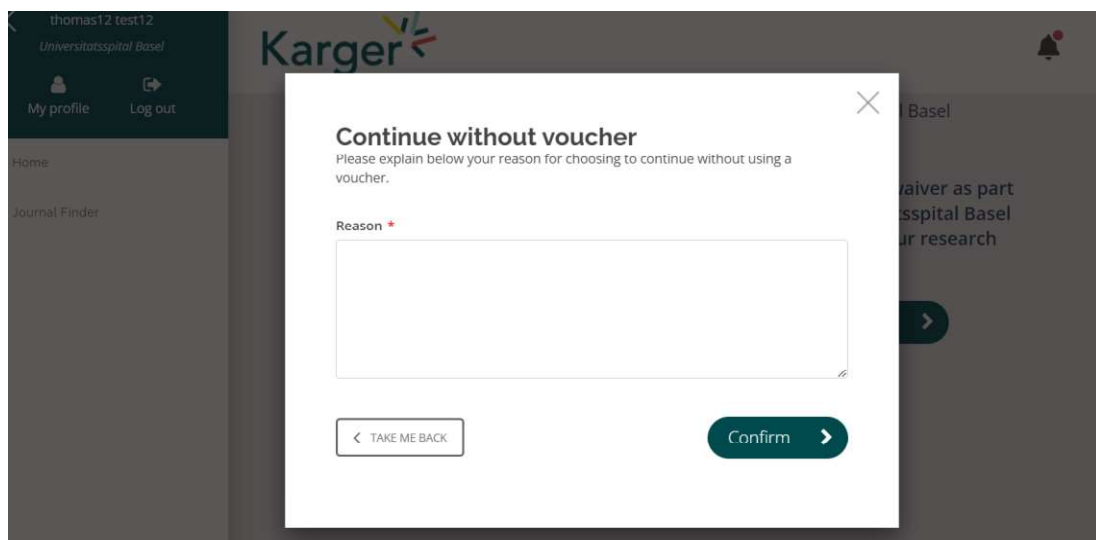

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