



## CONSORTIUM READ AND PUBLISH AGREEMENT

### COMMERCIAL TERMS

- A. EFFECTIVE DATE:** 01 January 2023
- B. 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.
- C. CONSORTIUM:** CONSORTIUM OF SWISS ACADEMIC LIBRARIES (CSAL) of c/o SLSP AG, Kasernenstrasse 77A/B, 8004 Zurich, Switzerland, for itself and as agent for each Customer, as defined below. The Consortium Agent is a partnership according to Article 530 of the Swiss Code of Obligations (CO) and is entrusted with negotiating the joint purchasing of access to digital information products by its members. The Consortium Agent's members are Swiss academic libraries and include the Customers.
- D. CUSTOMER:** Each institution named in Schedule B, as amended from time to time in accordance with the terms of this Agreement (collectively, "**Customers**").
- E. PUBLICATION(S):** The Journals published online by the Publisher that are (i) listed in Schedule C; and/or (ii) listed in an invoice relating to this Agreement; and/or (iii) as otherwise agreed in writing by the Publisher and the Consortium.
- F. CHARGES:** The prices set out in (a) Schedule D; and/or (b) the Publisher's invoices; and/or (c) as otherwise notified to the Consortium in writing, concerning, in each of the foregoing cases, (i) access to the Publications, (ii) Hosting Fees, if relevant, (iii) Update Fees, if relevant, (iv) Renewal Fees, if relevant, and (v) publication of OA Articles in accordance with the terms of Schedule E.
- G. SUBSCRIPTION AGENT:** N/A
- H. PAYING PARTY:** Consortium on behalf of Customers
- I. TERM:** The term of this Agreement, being a period commencing on the Effective Date and expiring 2 years thereafter.

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

**THE PUBLISHER, THE CONSORTIUM AND EACH CUSTOMER (THROUGH THE AGENCY OF THE CONSORTIUM) EACH ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH INCORPORATES THE ATTACHED SCHEDULES, EXHIBITS AND ANNEXES. REFERENCES TO "CUSTOMER" SHALL BE CONSTRUED AS A REFERENCE TO EACH AND EVERY CUSTOMER INDIVIDUALLY.**

**THE PARTIES ACKNOWLEDGE THE CONSORTIUM ARCHIVE AGREEMENT DATED 20 MAY 2016 AND ITS ADDENDA DATED 14 DECEMBER 2016, 06 APRIL 2017, 06 FEBRUARY 2018, 20 MARCH 2019, 18 JANUARY 2021, AND 21 MAY 2021 (TOGETHER THE "ARCHIVE AGREEMENT") WHICH CONTINUES TO BE IN FORCE AND WHICH GOVERNS THE ACCESS OF THE CUSTOMERS INCLUDED IN THE ARCHIVE AGREEMENT TO THE PUBLISHER'S JOURNALS ARCHIVE.**



**Date:** Apr 4, 2023 .....



Apr 4, 2023  
**Date:** .....

## **1 COMMENCEMENT AND TERM**

- 1.1 This Agreement will commence upon its execution by both parties and will continue thereafter for the Term, unless sooner terminated in accordance with the terms and conditions hereunder; provided that, with respect to any Customers' purchases of Publications, the term of each such Customer's access to the relevant Publications will continue for the relevant Publication Term and, insofar as any such Publication Term may be after the end of the Term, the Consortium's obligations hereunder will continue with respect to each such Customer until each Customer's Publication Term has expired. For purposes of clarity, this Agreement will apply to (a) all orders for Publications placed by the Customer that are accepted by the Publisher during the Term, and (b) the publication of OA Articles (as defined below).
- 1.2 Regardless of when this Agreement commences or terminates, the Customer and Authorised Users may not access a Publication outside of the Publication Term for that Publication unless the Publisher expressly permits such access, which in any case will be subject to the posted privacy policy and terms of the relevant Publication(s)).
- 1.3 An order made pursuant to this Agreement will be deemed to be accepted when the Publisher issues a written acceptance of the order (which may be by email).

## **2 DEFINITIONS**

- 2.1 In this Agreement, the following expressions will have the following meanings:

"Authorised User"	as defined in the Customer Terms and Conditions
"Charges"	as defined at "Charges" in the Commercial Terms above
"Consortium"	as defined at "Consortium" in the Commercial Terms above
"Customer"	as defined at "Customer" in the Commercial Terms above
"Customer Terms and Conditions"	the terms and conditions attached to this Agreement as Schedule A, which govern the access and use of the Publications by each Customer and its Authorised Users.
"Hosting Fees"	as defined in the Customer Terms and Conditions
"Journals"	as defined in the Customer Terms and Conditions
"OA Account"	as defined in Schedule E;
"OA Articles"	as defined in Schedule E;
"Paying Party"	as defined at "Paying Party" in the Commercial Terms above
"Perpetual Access Publication"	as defined in the Customer Terms and Conditions
"Publications"	as defined at "Publications" in the Commercial Terms above

"Publication Term"	as defined in the Customer Terms and Conditions
"Renewal Fees"	the fees payable for renewal of access to Subscription Publications
"Subscription Agent"	if/as specified at "Subscription Agent" in the Commercial Terms above
"Subscription End Date"	as defined in the Customer Terms and Conditions
"Subscription Period"	as defined in the Customer Terms and Conditions
"Subscription Publication"	a Publication which is purchased on a subscription basis
"Term"	as defined at "Term" in the Commercial Terms above

### **3 RESPONSIBILITIES OF THE PUBLISHER**

- 3.1 In consideration of the payment by the Paying Party of the relevant Charges due with respect to a given Customer, the Publisher agrees to (a) provide that Customer and its Authorised Users with access to the Publications for the relevant Publication Term(s) in accordance with the Customer Terms and Conditions, and (b) publish OA Articles in accordance with the terms and conditions of Schedule E.
- 3.2 The Publisher may at any time withdraw access to and/or suspend the OA Account of any Customer that is in breach of the Customer Terms and Conditions or whose Charges have not been paid as due. For the avoidance of doubt any such withdrawal of access will not entitle the Consortium or Customer to any rebate of Charges.
- 3.3 The Publisher agrees to make available to the Consortium the monthly usage statistics that are made available to all Customers pursuant to Clause 4.2 of the Customer Terms and Conditions.

### **4 RESPONSIBILITIES OF THE CONSORTIUM**

- 4.1 The Consortium agrees and undertakes to procure that each of the Customers shall agree to the Customer Terms and Conditions (whether directly or through the agency of the Consortium, as applicable) *and where the Paying Party is the Customer*, the Consortium further agrees and undertakes to use its best efforts to ensure that each of the Customers pays its Charges to the Publisher.
- 4.2 The Consortium shall, prior to the Publication Term, provide to the Publisher the relevant access control details relating to each Customer, and the Consortium shall notify the Publisher in writing of any changes to such details.
- 4.3 The Consortium and Customers agree to promote and publicise the availability of the Publications to all its member institutions throughout the Term.
- 4.4 If any new member of the Consortium wishes, *in the case of an existing Customer*, to add one or more Publication(s) to their agreement with the Publisher part way through the relevant Publication Term(s) or, *in the case of a new Customer*, to have access to one or more Publication(s) part way through the relevant Publication Term, then, in either of the foregoing cases, the Consortium will notify the Publisher thereof in writing and Schedule B or Schedule C (as applicable) will be deemed amended accordingly. In such event:
  - 4.4.1 The corresponding Charges for access to any (i) Journal(s) will be the Charges applicable for the full Publication Term for such Journal(s), , and in each of the foregoing cases such Charges shall be paid by the Paying Party.



- 4.4.2 In consideration for payment of such Charges, the Publisher will agree to the Customer Terms and Conditions with that member (whether directly or through the agency of the Consortium, as applicable) for the remainder of the Publication Term.
- 4.4.3 Promptly following the Consortium providing the Publisher the relevant access control details relating to such new member, the Publisher will provide such new member with access to the Publication(s) for the remainder of the Publication Term in accordance with this Agreement and the Customer Terms and Conditions.
- 4.5 If any Customer wishes to terminate its agreement to the Customer Terms and Conditions with respect to one or more Publications, the Consortium shall formally notify the Publisher thereof such as soon as reasonably possible, but in any case no less than 90 days prior to the end of each year of the Term. Following acceptance of such notice by the Publisher, at the end of such year, the IP range of such Customer will be excluded and such Customer will lose access, and the Agreement for such Customer will terminate. 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 year of the Term (if any). For the avoidance of doubt, any such opt-out shall not affect any rights and obligations of the other Customers.
- 4.6 No later than 60 days prior to the end of each year of the Term, the Consortium will provide the Publisher with a revised Schedule B listing the names of the Consortium's member institutions wishing to purchase access to any of the Publications for the next year of the Term, together with a list of the Publications selected by such member institutions for the following year, and Schedule B and Schedule C, respectively, shall be deemed amended accordingly and, upon payment of the relevant Charges by the Paying Party, 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 year will be deemed agreed (through the agency of the Consortium, in the case of the Customers).

## **5 PAYMENT OF THE CHARGES**

- 5.1 In consideration of the Publisher granting access to and permitting use of the Publications by Customers and their Authorised Users as provided in this Agreement, the Paying Party shall pay the Charges due to the Publisher for each Publication in each year of the Term within 60 days of receipt of each appropriate invoice. The Publisher will invoice the Consortium using two separate invoices: one invoice relating to access to the Publications (i.e. 'read'); and one invoice relating to publication of OA Articles (i.e. 'publish'). The Publisher's allocation of the Charges between 'read' and 'publish' is set out in Schedule D and is based on the Customers' subscription spend and estimated article publishing output. Such allocation may be subject to rounding up variations as may be necessary due to the functionality of the Publisher's management system.
- 5.2 *Where the Paying Party is the Consortium:* the Consortium agrees to pay the Publisher the Charges irrespective of whether the Consortium collects any payment from any/all of the Customers. If the Consortium fails to pay such sums to the Publisher, the Publisher may suspend access to any or all Publications or any portion thereof and/or the OA Account or may terminate this Agreement without liability to the Consortium or to any Customer, and the Consortium and Customers, respectively, agree that the sole remedy in such circumstances would be the Customers' remedies against the Consortium and not the Publisher. The Publisher's rights specified in this Clause are in addition to any rights and remedies that may be available in law or equity.
- 5.3 Notwithstanding any other provision of this Agreement, the Publisher will not be obliged to grant access to a Publication, or continue to grant access to a given Customer, until the relevant Charges and (for Subscription Publications) Renewal Fees for the relevant Subscription Period have been received by the Publisher.
- 5.4 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 the Paying Party following delivery of a valid invoice from Publisher.'

- 5.5 The Paying Party 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 Paying Party is required to make such deduction and/or withholding, the Paying Party 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 Paying Party 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.

## **6 ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 6.1 The Customer acknowledges that, as between the Publisher and the Customer, all copyrights, patent rights, trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Publications, and the Publisher's trademarks OXFORD, and OXFORD UNIVERSITY PRESS (collectively the "Publisher Intellectual Property"), are owned or controlled by Publisher, and the Customer further acknowledges that this Agreement does not convey to the Customer any right, title, or interest therein except for the right to access and use, and permit its Authorised Users to access and use, the Publications in accordance with the terms and conditions of this Agreement.
- 6.2 The Customer acknowledges that neither it nor any of its Authorised Users may create any derivative work based on the Publications without the prior written permission of the Publisher.

## **7 ETHICAL CONDUCT**

- 7.1 The Consortium and Customers 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 fraud, bribery, corruption or any related matter.
- 7.2 The Consortium and Customers represents and warrants that it shall not offer, promise, pay, give or authorise (tacitly or otherwise) any financial or other advantage, on behalf of the Publisher:
- 7.2.1 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 a public function; or
- 7.2.2 to any Official to influence that Official in connection with obtaining business or a business advantage for them or for any of the Publisher or its Affiliates.
- 7.3 The Consortium and Customers shall maintain adequate procedures designed to prevent any persons who perform services for them or on their behalf from undertaking the activities described in Clause 7.2 above to obtain or retain business or a business advantage for them or for any of the Publisher or its Affiliates.
- 7.4 The Consortium and Customers shall promptly report any apparent breach of Clauses 7.1 or 7.2 to the Publisher.
- 7.5 The Consortium and Customers shall comply with the OUP Partner Code of Conduct, as provided to the Consortium and as updated by the Publisher from time to time, in the execution of any services for or on behalf of the Publisher.
- 7.6 The Publisher shall have the right to terminate this Agreement immediately on formal written notice, without liability, for breach of Clauses 7.1 or 7.2.
- 7.7 In this Clause 7:
- 7.7.1 "Official" means (a) an individual who holds a legislative, administrative, or judicial position of any kind of any country or territory, or any subdivision of any country or territory; (b) any

person who performs public functions in any branch of any national, local or municipal government or who exercises a public function for any public agency or public enterprise; and  
(c) an official or agent of a public international organisation, such as the UN or the World Bank;

7.7.2 “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; and

7.7.3 the record keeping, audit and other related provisions set out in Clause 7.8 shall continue for six years after termination of this Agreement.

7.8 The Consortium shall:

7.8.1 maintain accurate and complete records of all expenditures related to performance of this Agreement and the steps taken by the Consortium to take adequate procedures pursuant to Clause 7.3 and make such records available to the Publisher, its advisors and auditors on reasonable notice;

7.8.2 co-operate with the Publisher and its third party representatives both in relation to any investigation in respect of matters relating to fraud, bribery, corruption or any related matter, and in case of any reasonably suspected breach of this Clause 7; and

7.8.3 answer, in reasonable detail, any written or oral inquiry from the Publisher related to the Consortium’s compliance with this Clause 7.

## 8 TERMINATION

8.1 If a 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 formal written request from the other party to do so), then the other party may terminate this Agreement with immediate effect by giving the breaching party formal written notice of termination. Termination of this Agreement by the Publisher due to a breach by the Paying Party of Clause 5.1 above, or Clauses 2.3 and 3.3 of the Customer Terms and Conditions will also entitle the Publisher to **suspend access to the Publications for any relevant Customer(s) involved with the breach under this Clause 8.1 pending investigation into the breach**, irrespective of whether the Paying Party has made any payment to the Publisher in respect thereof. The rights in this Clause are in addition to any rights and remedies that may be available in law or equity.

8.2 The Publisher reserves the right to withdraw from the Publications and/or cease providing hosting services for content that it no longer retains the right to provide or that it determines may be unlawful, defamatory, obscene, harmful, false, infringing or otherwise objectionable without incurring any liability to the Consortium or the Customer.

8.3 Termination of this Agreement for whatever reason shall not affect the liabilities or obligations of the parties accruing up to the date of termination.

## 9 REPRESENTATIONS AND WARRANTIES

9.1 The Publisher represents and warrants that it has the power to enter into this Agreement and to grant the access conferred herein to the Customers and their respective Authorised Users, and that access to and use of the Publications pursuant to the terms of this Agreement and the Customer Terms and Conditions does not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or contract right of any third party.

9.2 The Consortium, on behalf of itself and each of the Customers, represents and warrants that it has the power and authority to enter into and perform this Agreement; and that the signatory for the Consortium has the full power and authority to sign this Agreement on behalf of the Consortium and the Customers and to bind the Consortium and the Customers to their respective obligations under this Agreement.

- 9.3 THE PUBLISHER PROVIDES ACCESS TO THE PUBLICATIONS ON AN "AS IS" BASIS. SAVE AS PROVIDED ABOVE AND TO THE EXTENT PERMITTED BY LAW, THE 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.
- 9.4 IN NO CIRCUMSTANCES WILL THE PUBLISHER BE LIABLE TO THE CONSORTIUM OR ANY CUSTOMER, AUTHORISED USER, 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; NOR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR LOSS OF PROFITS, INCLUDING IN THE FOREGOING CASES, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSSES ARISING FROM INACCURACIES IN, OR CORRUPTION CAUSED BY, THE PUBLICATIONS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE ACCESS TO, OR INABILITY TO ACCESS THE PUBLICATIONS.
- 9.5 THE CONSORTIUM AGREES ON ITS OWN BEHALF AND ON BEHALF OF THE CUSTOMERS THAT THE ENTIRE LIABILITY OF THE PUBLISHER TO THE CONSORTIUM, CUSTOMERS AND/OR THE RESPECTIVE CUSTOMERS' 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 WILL BE THE REFUND OF ANY SUMS ACTUALLY RECEIVED BY THE PUBLISHER UNDER THIS AGREEMENT FOR ACCESS TO THE RELEVANT PUBLICATIONS DURING THE TWELVE MONTH PERIOD IN WHICH THE CLAIM ARISES.
- 9.6 THE CONSORTIUM 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 THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE CUSTOMER TERMS AND CONDITIONS, AND THAT EACH OF THE CUSTOMERS WILL BE PROVIDED WITH A COPY OF THE CUSTOMER TERMS AND CONDITIONS PRIOR TO THE START OF THE RELEVANT PUBLICATION TERM.

## **10 TAX COMPLIANCE**

- 10.1 Neither party shall engage in any activity, practice or conduct which would constitute, or be regarded as, an offence under any law or regulation applicable to it, consisting of the fraudulent, or otherwise unlawful, evasion of any tax.

## **11 GENERAL**

- 11.1 This Agreement is personal to the Consortium and the respective Customers (through the agency of the Consortium) and neither this Agreement nor any of the rights or obligations under this Agreement may be assigned or sublicensed by the Consortium or by any Customer without the prior written consent of the Publisher. The Publisher may assign any or all of its rights and obligations under this Agreement to an affiliate, a successor to its business or a transferee of Publisher's right to publish and distribute any Publication(s). The rights and obligations of this Agreement will bind and benefit any successors and permitted assigns of the parties. Any attempted assignment in violation of this Clause will be null and void and of no force or effect.

- 11.2 Where expressly stated otherwise, all formal notices (including but not limited to legal documents) required to be given under this Agreement will 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 may from time to time designate by notice pursuant to this Clause. Such notices will 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 Consortium shall be marked for the attention of the contact named in the cover page of this Agreement.
- 11.3 Subject to Clause 11.4, 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. The terms and conditions of this Agreement may only be varied by an authorised official of the Publisher, in writing. Except as provided above, the terms and conditions of this Agreement override all conditions provided by the Consortium or any Customer.
- 11.4 If a Customer has access to a Perpetual Access Publication under an existing agreement with the Publisher, the terms of such existing agreement will apply to that Perpetual Access Publication; provided however, that if the Customer purchases an Update to that Perpetual Access Publication during the Term of this Agreement, the terms of this Agreement will apply to the so-updated Perpetual Access Publication from the date of purchase of the Update.
- 11.5 Subject to the requirements of any laws local to the parties: this Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all the counterparts will together constitute the one agreement; and the parties agree to be bound by photocopy, scanned, facsimile, electronic or other copies, which will have the same effect for all purposes as an ink-signed original.
- 11.6 This Agreement may be amended:
- 11.6.1 by the Publisher, in its sole discretion, provided that the Publisher shall use reasonable endeavours such that the Consortium will have thirty (30) days' prior written notice of any such proposed amendment and the Consortium will have the option to terminate this Agreement by delivery to the Publisher of a formal written notice of the Consortium's election to terminate this Agreement received by the Publisher within sixty (60) days of receipt of such notice; and
- 11.6.2 by agreement in writing executed by all parties.
- Notice of any proposed amendments to this Agreement may be delivered to the Consortium by the Publisher electronically through the Publisher's online customer support account management system.
- 11.7 Notwithstanding anything to the contrary herein, neither the Consortium nor the Publisher will 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.
- 11.8 No provision in this Agreement is intended to be enforceable by any third party.
- 11.9 The rights of the parties arising under this Agreement will 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 will not be construed as a waiver of any other rights or of any other further breach.
- 11.10 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

**11.11 No financial information contained in this Agreement and its Schedules and Annexes may be disclosed to third parties, except i) if, and to the extent compelled by law to do so such as the mandatory duties of disclosure according to Federal or Cantonal Swiss law (e. g. in accordance with BGÖ, BöB, IDG of the Canton of Zurich) or ii.) after prior consultation with the Publisher.**

## **SCHEDULE A – CUSTOMER TERMS AND CONDITIONS**

### **1. COMMENCEMENT, DEFINITIONS, AND ANNEXES**

1.1 In these Customer Terms and Conditions, the following expressions will have the following meanings:

<b>“Accepted Manuscript”</b>	<b>is the final draft author manuscript, as accepted for publication by a Journal, including modifications based on referees’ suggestions, before it has undergone copyediting, typesetting and proof correction</b>
<b>“Authorised User”</b>	an individual who is authorised by the Customer to access the Customer's information services available through the Customer's Secure Network, <u>and</u> who is either (i) a current student, faculty member, library patron, employee, <b>alumni</b> , or contractor of the Customer; or (ii) an individual physically present on the Customer's premises
<b>"Charges"</b>	the price payable by the Paying Party for access by the Customer and its Authorised Users to the Publications
<b>"Commercial Use"</b>	use for the purposes of monetary reward (whether by or for the Customer, an Authorised User, or any other person or entity) whether by means of sale, resale, loan, transfer, hire, or any other form of exploitation
<b>"Concurrency Restriction"</b>	for each Publication, respectively, the maximum number of permitted concurrent Authorised Users for that Publication, if applicable, as specified in Schedule C and/or in the relevant invoice and/or as otherwise agreed in writing
<b>“Consortium”</b>	Consortium of Swiss Academic Libraries (CSAL)
<b>"Content-Specific Terms"</b>	in relation to an article, chapter or any other portion of any Publication, the specific terms under which that material is published (for example, but not limited to, Creative Commons terms) and as specified on the website of the Publication
<b>“Hosting Fees”</b>	the fees payable for hosting services as further described in Annex 1 to these Customer Terms and Conditions
<b>"Journals”</b>	the online version of the Publisher’s journals listed in (i) Schedule C to these Customer Terms and Conditions; and/or (ii) an invoice relating to these Customer Terms and Conditions and/or (iii) otherwise agreed in writing by the Consortium and the Publisher to be added to these Customer Terms and Conditions
<b>“Journals Subscription”</b>	A purchased subscription for Journals
<b>“Legal Notice”</b>	for each Publication, the legal notice and/or terms of use of that Publication as specified on the website for the Publication in a document linked from the footer or header of the Publication’s homepage
<b>“Material”</b>	any abstract, article, index, advertising, or other material contained in the Publications and accessed online

"Non-Commercial Text And Data Mining"	Text And Data Mining for the sole purpose of research for a non-commercial purpose
"OA Account"	as defined in Schedule E;
"OA Articles"	as defined in Schedule E;
"Password(s)"	any password(s) given to the Customer by the Publisher or created by or for the Customer to access the Publication(s) and any other passwords or access control mechanisms required for Authorised Users to access the Secure Network
"Paying Party"	<b>The Consortium on behalf of the Customers</b>
"Permitted Use"	for each Publication, respectively, the permitted use of that Publication, as provided in Clause 2 of the Customer Terms and Conditions and in the Legal Notice for that Publication
"Perpetual Access Publication"	a Publication which is purchased on a perpetual access basis
"Pre-Publication Titles"	any Publications which have not yet been published online as at the date on which the Customer's order for such Publications is received by the Publisher
"Publications"	The Journals published online by the Publisher that are (i) listed in Schedule C; and/or (ii) listed in an invoice relating to these Customer Terms and Conditions; and/or (iii) as otherwise agreed in writing by the Publisher and the Consortium
"Publication Term"	as defined in Clause 2.1 of the Customer Terms and Conditions
"Publisher"	The Chancellor, Masters, and Scholars of The University of Oxford trading as Oxford University Press
"Secure Network"	a network (whether a stand alone network or a virtual network within the Internet, accessible offsite) which is accessible only to Authorised Users; without limitation, a cache server or any server or network which can be accessed by anyone other than Authorised Users is not a Secure Network
"Server"	either the Publisher's server or a third party server designated by the 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
"Subscription End Date"	for each Subscription Publication, respectively, the date on which the subscription ends for that Publication (as specified in Schedule C and/or in the relevant invoice and/or as otherwise agreed in writing) or any subsequent date agreed in writing by the parties under the renewal process in these Customer Terms and Conditions



"Subscription Period"	for each Subscription Publication, respectively, the period commencing on the Subscription Start Date for that Publication and expiring on the Subscription End Date for that Publication as specified in Schedule C and/or in the relevant invoice and/or as otherwise agreed in writing) and subject to renewal for successive periods in accordance with these Customer Terms and Conditions
"Subscription Publication"	a Publication which is purchased on a subscription basis
"Subscription Start Date"	for each Subscription Publication, respectively, the date the subscription starts for that Publication as specified in Schedule C and/or in the relevant invoice, or as otherwise agreed in writing
"Text And Data Mining"	in relation to any Publication(s) or any portion thereof, performing a computational analysis of anything recorded in that (those) Publication(s) or portion

- 1.2 The Customer and its Authorised Users may not access a Publication outside of the Publication Term for that Publication unless the Publisher expressly permits such access, which will be subject to the terms of the Legal Notice(s) for the relevant Publication(s)).
- 1.3 Any order placed by the Customer for access to the Publications will constitute an offer by the Customer to purchase the Publications referred to therein on a subscription basis subject to the terms of these Customer Terms and Conditions. The Customer is responsible for ensuring that the terms of its order(s) are complete and accurate.
- 1.4 An order made pursuant to this Agreement will be deemed to be accepted when the Publisher issues a written acceptance of the order (which may be by email).
- 1.5 For any Journals Subscription: Annex 1 to these Customer Terms and Conditions applies to each such Journals Subscription.
- 1.6 The terms of Schedule E will apply in respect of the publication of OA Articles.

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

- 2.1 In these Customer Terms and Conditions, "Publication Term" will mean for each Subscription Publication, the Subscription Period for that Publication; and
- 2.2 For each Publication, respectively, during the relevant Publication's Publication Term, the Customer may allow its Authorised Users, on a non-exclusive and non-transferable basis (and in all cases subject to the remaining terms and conditions of these Customer Terms and Conditions, including the restrictions listed in Clause 2.3 below) to:
  - 2.2.1 access the Server by means of a Secure Network to search the Publication and to view, retrieve, and display portions thereof;
  - 2.2.2 save and print out single copies of portions of the Publication for personal use;
  - 2.2.3 *if the Customer is an academic institution*, incorporate links to the Publication 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);
  - 2.2.4 *if the Customer is an academic library or library which is part of a non-commercial organisation*, supply another academic library or library which is part of a non-commercial organisation, on a non-exclusive basis and for the sole purpose of supplying an authorised patron of the recipient

library with a single copy of an electronic original of an individual document from a Publication for that user's research or private study (and not for Commercial Use), provided that: (i) such copy is provided in response to the recipient library's request therefor; (ii) (excluding Journals, to which the condition in this sub-part (ii) does not apply) at the time of making the copy, the Customer does not know, nor could it reasonably find out, the name and address of a person entitled to authorise the making of such copy; (iii) if the Customer charges the recipient library for such copy, the sum charged is calculated by reference to the costs attributable to the production of the copy; and such supply must be by post, fax or secure electronic transmission using Ariel or its equivalent, whereby the electronic file is deleted and inaccessible after printing.

2.2.5 *if the Customer is an academic institution*, 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:

2.2.5.1 any such copy is made solely in order for that Authorised User to carry out such Non-Commercial Text and Data Mining;

2.2.5.2 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;

2.2.5.3 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 2.2.5.1 above (in either of the foregoing cases, unless the Publisher provides prior written consent);

2.2.5.4 any such copy is promptly destroyed once it is no longer necessary for the relevant Non-Commercial Text and Data Mining; and

2.2.5.5 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) solely to ensure compliance with Publisher's reasonable security measures on the Server.

2.3 Provided that nothing in these Customer Terms and Conditions will limit the Customer's or an Authorised Users' rights under applicable copyright laws, the Customer and its Authorised Users may not:

2.3.1 remove or alter Publisher's copyright notices or other means of identification or disclaimers as they appear in the Publications;

2.3.2 systematically make multiple printed or electronic copies of portions of the Publications for any purpose except as permitted by law or as authorised by Publisher;

2.3.3 display or distribute or permit access to any part of the Publications via any method other than the Secure Network;

2.3.4 permit anyone other than Authorised Users to access or use the Publications; and

2.3.5 use all or any part of the Publications for any Commercial Use.

Furthermore, subject to Clause 2.4, with respect to each Publication, the rights granted in Clause 2.2 are subject to any relevant (a) Concurrency Restriction(s), (b) Legal Notice, and/or (c) Content-Specific Terms.

2.4 In the case of any conflict or ambiguity between:

2.4.1 the Permitted Use specified in this Clause 2 and the Permitted Use specified in the Legal Notice for any Publication, this Clause 2 will take precedence in respect of that Publication; and

2.4.2 the Permitted Use and the Content-Specific Terms for any portion of any Publication, the Content-Specific Terms will take precedence in relation to that portion of the Publication.

**2.5 Authorised Users may self-archive the Accepted Manuscript version of their Journal article(s) on their webpages, on institutional webpages, and in other repositories subject to policies and embargo periods which may differ from Journal to Journal as set out for each Journal at the following url: <https://academic.oup.com/pages/open-research/open-access/charges-licences-and-self-archiving/accepted-manuscript-embargo-periods>.**

### **3. ACCESS AND SECURITY**

3.1 If the Publisher is hosting the Publications, the Publisher shall provide the Customer with a customer number as necessary to enable the Customer to set up and activate the Customer's online access to the Journals.

3.2 The Customer will obtain and maintain during the term of these Customer Terms and Conditions at its cost all telecommunications and other equipment and software (including relevant licenses) needed to access the Publications online via the Customer's Secure Network.

3.3 The Customer shall maintain appropriate and reasonable policies, procedures and technical and organizational measures to ensure that the Publications and Password(s) are at all times used within the scope of the rights granted to the Customer and its Authorised Users in these Customer Terms and Conditions. In particular the Customer shall notify all Authorised Users that the Publications are protected by copyright and the Authorised Users' access to and use of the Publications is subject to the restrictions and obligations contained in these Customer Terms and Conditions.

3.4 The Customer shall notify the Publisher immediately upon becoming aware of any of the following: (a) any loss, theft, or unauthorised use of any Password(s); (b) any breach of the Secured Network that could compromise the security or integrity of the Publications or Password(s); or (c) any breach by an Authorised User of these Customer Terms and Conditions by email to the following address: [privacy@oup.com](mailto:privacy@oup.com).

3.5 The obligations in this Clause 3 are designed to protect the security and authorised use of the Publications. The Publisher is reliant on the Customer fulfilling its obligations under these Customer Terms and Conditions in order to accomplish this goal and, accordingly, upon the Publisher's request, the Customer shall terminate access to the Publications by any Authorised User whose actions or omissions contravene these Customer Terms and Conditions.

3.6 The Publisher reserves the right to suspend the Customer's access to the Publications or any portion thereof (in addition to any other available remedies) and/or the Customer's OA Account if:

3.6.1 the Publisher reasonably believes that any portion of the Publications is being accessed or used otherwise than in accordance with these Customer Terms and Conditions (including, without limitation, in breach of this Clause 3 or Clause 2.3.2); provided that the Publisher will restore access when the matter has been resolved to the Publisher's reasonable satisfaction; or

3.6.2 the Customer commits a material breach of these Customer Terms and Conditions.

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

4.1 If the Publisher is hosting the Publications, the Publisher shall use all reasonable efforts:

4.1.1 to make each Publication available online to the Customer throughout that Publication's Publication Term;

4.1.2 to ensure that the Server has sufficient capacity and rate of connectivity to provide the Customer with a quality of service consistent with current industry standards for publishers publishing materials online;

- 4.1.3 to restore the Customer's access to the Publications as soon as possible in the event of an interruption or suspension of the service; and
- 4.1.4 to provide, or arrange for a third party to provide, customer support services to Authorised Users.
- 4.2 The Publisher agrees to publish OA Articles in accordance with the terms and conditions of Schedule E.
- 4.3 To the extent the following monthly usage reports are made available by the party hosting the Publication(s) on behalf of the Publisher (for clarity, this excludes any Publications self-hosted by the Customer) and subject to the last sentence of this Clause, the Publisher will make available to the Customer monthly usage reports throughout the Publication Term for each Publication, detailing the level of use of each Publication by the Customer's Authorised Users per month. The Publisher shall use reasonable efforts to ensure that such usage reports are compliant with the most recent release of the COUNTER Code of Practice for Journals and Databases (available at <https://cop5.projectcounter.org/en/5.0.2/>). The Customer acknowledges that the Publisher will not be able to provide accurate usage reports if the Customer stores the Publication(s) on any cache or proxy server, or accesses the Publications through an agent gateway.
- 4.4 The Publisher will use reasonable efforts to provide the Publications with a quality of service consistent with industry standards, specifically to provide continuous service with a minimum of 96% up-time per subscription, with a maximum 4% down-time excluding scheduled 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.**
- 5. PAYMENT OF THE CHARGES**
- 5.1 In consideration of the Publisher granting access to and permitting use of the Publications by the Customer and its Authorised Users as provided in these Customer Terms and Conditions, the Paying Party shall pay the Charges due to the Publisher for each Publication in each year of the Term within 60 days of receipt of an appropriate invoice. The Publisher will invoice the Paying Party using two separate invoices: one invoice relating to access to the Publications (i.e. 'read'); and one invoice relating to publication of OA Articles (i.e. 'publish'). The Publisher's allocation of the Charges between 'read' and 'publish' is set out in Schedule D and is based on the Customers' subscription spend and estimated article publishing output. Such allocation may be subject to rounding up variations as may be necessary due to the functionality of the Publisher's management system.
- 5.2 *Where the Paying Party is the Consortium:* The Consortium **on behalf of the Customers** has agreed to pay to the Publisher the total Charges due to the Publisher and no additional charges are due by the Customer to the Publisher in respect of these Customer Terms and Conditions.
- 5.3 *Where the Paying Party is the Customer:* If the Customer fails to pay the Charges due in respect of the relevant Publication Period, then the Publisher may increase the Charges payable by each of the other Customers for that Publication Period, according to the number of Customers that have entered into this Agreement and paid the Charges.
- 5.4 *In the case of Subscription Publications,* no later than 60 days before the end of the Subscription Period for that Publication, the Publisher shall notify the Consortium of the Renewal Fees for a new agreed term as agreed by the parties, and shall invoice the Paying Party for this amount. Upon payment of such Renewal Fees, the Subscription Period will be extended by that further period. Payment for that period will be due to the Publisher within 60 days from the date of the invoice.
- 5.5 Notwithstanding any other provision of this Agreement, the Publisher will not be obliged to grant access to a Publication, or continue to grant access to a given Customer, until the relevant Charges and

(for Subscription Publications) Renewal Fees for the relevant Subscription Period have been received by the Publisher.

- 5.6 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 the Paying Party following delivery of a valid invoice from Publisher.'
- 5.7 The Paying Party 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 Paying Party is required to make such deduction and/or withholding, the Paying Party 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, 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 Paying Party 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.
- 5.8 During the term of the Agreement the Customer shall be granted a discount of 75% off the GBP institutional print subscription price for any new or renewed titles in the Customer's journals collections which have electronic equivalents.**

## **6. ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 6.1 The Customer acknowledges that, as between the Publisher and the Customer, all copyrights, patent rights, trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Publications, and the Publisher's trademarks OXFORD, and OXFORD UNIVERSITY PRESS (collectively the "Publisher Intellectual Property"), are owned or controlled by Publisher, and the Customer further acknowledges that this Agreement does not convey to the Customer any right, title, or interest therein except for the right to access and use, and permit its Authorised Users to access and use, the Publications in accordance with the terms and conditions of this Agreement.
- 6.2 The Customer acknowledges that neither it nor any of its Authorised Users may create any derivative work based on the Publications without the prior written permission of the Publisher.

## ANNEX 1 – ADDITIONAL TERMS FOR A JOURNALS SUBSCRIPTION

1. Except where expressly stated otherwise, the terms in this Annex will apply only in relation to a Journals Subscription, if any, access to which is purchased by or on behalf of the Customer pursuant to an agreement with the Publisher.
2. Subject to Clause 3 of this Annex, and notwithstanding the expiry of the Subscription Period, the Customer will be entitled to perpetual access on the same terms as these Customer Terms and Conditions to the portion(s) of the Journals that were published for the first time during the Subscription Period, provided that the Customer shall pay any relevant Hosting Fees, following the procedure set out in Clause 4 of this Annex.
3. If the Publisher ceases to hold the publication rights to any of the Journals, and is no longer able to provide the access thereto described in Clause 2 of this Annex, the Publisher shall make all reasonable efforts to ensure that continuing access is provided:
  - a. by the new publisher of the relevant Journal(s); or
  - b. 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; provided that such access will be subject to Customer fulfilling the 3rd party's terms and condition for access; or
  - c. by providing the Customer with an electronic copy of the relevant portion(s) of the relevant Journal(s) for the purpose of self-hosting by the Customer; provided that this will be subject to the Publisher's approval and to the parties agreeing additional terms and conditions in connection with the Publisher providing the electronic copy and with the self-hosting of such electronic copy.
4. The provisions relating to hosting services are as follows:
  - a. The Publisher shall calculate the Hosting Fees payable for hosting services on the basis of a rolling twelve (12) month period or such other hosting period as may be specified by the Publisher.
  - b. No later than sixty (60) days before the end of any current hosting period, the Publisher may send the Customer an invoice for the Hosting Fees for renewal of such hosting services for a further twelve (12) month period or such other period as may be specified by the Publisher. These Hosting Fees may be higher than the Hosting Fees for the then current hosting period. If the Customer does not pay the Hosting Fees prior to commencement of the hosting period to which they relate, the Publisher may terminate such hosting services on written notice to the Customer.
  - c. If the Publisher does not wish to continue hosting all or any of the Journals, whether due to ceasing publication of the Journal in question or otherwise, it shall give the Customer not less than ninety (90) days' notice of the termination of such hosting services and shall credit the Customer all Hosting Fees applicable to the unexpired term of the then current hosting period on a pro rata basis.
  - d. If the Publisher terminates such hosting services pursuant to Clauses 3(b) or 3(c) of this Annex, above, the Publisher shall enable continuing access to the Journals in question by providing the Customer an electronic file containing the content of the Journals in XML format, or such other format as the Publisher may determine in its discretion, for the purpose of self-hosting by the Customer. Such provision will be subject to the parties agreeing additional terms and conditions in connection with the provision and self-hosting of such electronic copy. For the avoidance of doubt, the Publisher will not be obligated to provide the Customer with any Journal or part(s) thereof that the Publisher no longer has the right to publish, grant access to or otherwise distribute in this way. This Agreement will apply (or

will continue to apply), regardless of who is hosting the Journal, unless expressly stated otherwise herein.

- e. No Hosting Fees shall be charged while the Customer has a current Journal Subscription to any collection of Journals.

## **SCHEDULE B**

### **CUSTOMERS**

Universität Basel  
Université de Fribourg  
Université de Genève  
Université de Lausanne incl. HEP Vaud  
Università della Svizzera italiana  
Universität Luzern (incl. PH LU/SZ/ZG)  
Université de Neuchâtel  
Universität St. Gallen  
Universität Zürich  
EPF Lausanne  
ETH Zürich  
Lib4RI  
Agroscope  
The Graduate Institute (IHEID)



## SCHEDULE C

### PUBLICATIONS

#### SUBSCRIPTION PUBLICATIONS

##### Journals

The most up to date information on the eligibility of the Journals for open access publishing can be found on the Publisher's website, and as of the effective date of this Agreement, at the following URL: [https://academic.oup.com/journals/pages/authors/production\\_and\\_publication/publication-charges/read-and-publish-agreements/participating-journals-and-institutions](https://academic.oup.com/journals/pages/authors/production_and_publication/publication-charges/read-and-publish-agreements/participating-journals-and-institutions)

<b>Journal Title</b>	<b>Journal model</b>	<b>Online ISSN</b>	<b>Eligible Journal? Yes/No</b>	<b>Offers CC-BY? Yes/No</b>
Adaptation	Hybrid	1755-0645	yes	Yes
Aesthetic Surgery Journal	Hybrid	1527-330X	yes	Yes
Aesthetic Surgery Journal Open Forum	Fully OA	2631-4797	No	Yes
African Affairs	Hybrid	1468-2621	yes	Yes
Age And Ageing	Hybrid	1468-2834	yes	Yes
Alcohol And Alcoholism	Hybrid	1464-3502	yes	Yes
American Entomologist	Hybrid	2155-9902	yes	Yes
American Historical Review	No Open Access	1937-5239	No	No
American Journal of Clinical Pathology	Hybrid	1943-7722	yes	Yes
American Journal of Comparative Law	Hybrid	2326-9197	yes	Yes
American Journal Of Epidemiology	Hybrid	1476-6256	yes	Yes
American Journal of Health-System Pharmacy	Hybrid	1535-2900	yes	Yes
American Journal of Hypertension	Hybrid	1941-7225	yes	Yes
American Journal of Legal History	Hybrid	2161-797X	yes	Yes
American Law And Economics Review	Hybrid	1465-7260	yes	Yes
American Literary History	Hybrid	1468-4365	yes	Yes
Analysis	Hybrid	1467-8284	yes	Yes
Animal Frontiers	Fully OA	2160-6064	No	Yes
Annals of Behavioral Medicine	Hybrid	1532-4796	yes	Yes
Annals Of Botany	Hybrid	1095-8290	yes	Yes
Annals of the Entomological Society of America	Hybrid	1938-2901	yes	Yes
Annals of Work Exposures and Health	Hybrid	2398-7316	yes	Yes
Antibody Therapeutics	Fully OA	2516-4236	No	Yes
AoB PLANTS	Fully OA	2041-2851	No	Yes
Applied Linguistics	Hybrid	1477-450X	yes	Yes
Arbitration International	Hybrid	1875-8398	yes	Yes

Archives of Clinical Neuropsychology	Hybrid	1873-5843	yes	Yes
Aristotelian Society Supplementary Volume	Hybrid	1467-8349	yes	Yes
Arthropod Management Tests	Fully OA	2155-9856	No	No
Astronomy & Geophysics	No Open Access	1468-4004	No	Yes
Behavioral Ecology	Hybrid	1465-7279	yes	Yes
Bioinformatics	Fully OA	1460-2059	No	Yes
Bioinformatics Advances	Fully OA	2635-0041	No	Yes
Biological Journal of the Linnean Society	Hybrid	1095-8312	yes	Yes
Biology Methods & Protocols	Fully OA	2396-8923	No	Yes
Biology of Reproduction	Hybrid	1529-7268	yes	Yes
Biometrika	Hybrid	1464-3510	yes	Yes
BioScience	Hybrid	1525-3244	yes	Yes
Bioscience, Biotechnology, and Biochemistry	Hybrid	1347-6947	yes	Yes
Biostatistics	Hybrid	1468-4357	yes	Yes
BJS Open	Fully OA	2474-9842	No	Yes
Botanical Journal of the Linnean Society	Hybrid	1095-8339	yes	Yes
Brain	Hybrid	1460-2156	yes	Yes
Brain Communications	Fully OA	2632-1297	No	Yes
Briefings In Bioinformatics	Hybrid	1477-4054	yes	Yes
Briefings in Functional Genomics	Hybrid	2041-2657	yes	Yes
British Journal of Aesthetics	Hybrid	1468-2842	yes	Yes
British Journal Of Criminology	Hybrid	1464-3529	yes	Yes
British Journal of Dermatology	Hybrid	1365-2133	yes	Yes
British Journal of Surgery	Hybrid	1365-2168	yes	Yes
British Medical Bulletin	Hybrid	1471-8391	yes	Yes
Bulletin of the Institute of Classical Studies	Hybrid	2041-5370	yes	Yes
Burns and Trauma	Fully OA	2321-3876	No	Yes
Cambridge Journal Of Economics	Hybrid	1464-3545	yes	Yes
Cambridge Journal Of Regions, Economy And Society	Hybrid	1752-1386	yes	Yes
Capital Markets Law Journal	Hybrid	1750-7227	yes	Yes
Carcinogenesis	Hybrid	1460-2180	yes	Yes
Cardiovascular Research	Hybrid	1755-3245	yes	Yes
Cerebral Cortex	Hybrid	1460-2199	yes	Yes
Cerebral Cortex Communications	Fully OA	2632-7376	No	Yes
Cesifo Economic Studies	Hybrid	1612-7501	yes	Yes
Chemical Senses	Hybrid	1464-3553	yes	Yes

Children and Schools	No Open Access	1545-682X	No	Yes
Chinese Journal of International Law	Hybrid	1746-9937	yes	Yes
Christian Bioethics	Hybrid	1744-4195	yes	Yes
Classical Reception Journal	Hybrid	1759-5142	yes	Yes
Clean Energy	Fully OA	2515-396X	No	Yes
Clinical & Experimental Immunology	Hybrid	1365-2249	yes	Yes
Clinical and Experimental Dermatology	Hybrid	1365-2230	yes	Yes
Clinical Chemistry	Hybrid	1530-8561	yes	Yes
Clinical Infectious Diseases	Hybrid	1537-6591	yes	Yes
Clinical Kidney Journal	Fully OA	2048-8513	No	Yes
Communication Theory	Hybrid	1468-2885	yes	Yes
Communication, Culture and Critique	Hybrid	1753-9137	yes	Yes
Community Development Journal	Hybrid	1468-2656	yes	Yes
Conservation Physiology	Fully OA	2051-1434	No	Yes
Contemporary Women's Writing	Hybrid	1754-1484	yes	Yes
Contributions To Political Economy	Hybrid	1464-3588	yes	Yes
Crohn's & Colitis 360	Fully OA	2631-827X	No	Yes
Current Legal Problems	Hybrid	2044-8422	yes	Yes
Current Zoology	Fully OA	2396-9814	No	Yes
Database	Fully OA	1758-0463	No	Yes
Digital Scholarship in the Humanities	Hybrid	2055-768X	yes	Yes
Diplomatic History	Hybrid	1467-7709	yes	No
Discovery Immunology	Fully OA	2754-2483	No	Yes
Diseases of the Esophagus	Hybrid	1442-2050	yes	Yes
DNA Research	Fully OA	1756-1663	No	Yes
Early Music	Hybrid	1741-7260	yes	Yes
Economic Policy	Hybrid	1468-0327	yes	Yes
Elt Journal	Hybrid	1477-4526	yes	Yes
Endocrine Reviews	Hybrid	1945-7189	yes	Yes
Endocrinology	Hybrid	1945-7170	yes	Yes
English	Hybrid	1756-1124	yes	Yes
Environmental Entomology	Hybrid	1938-2936	yes	Yes
Environmental Epigenetics	Fully OA	2058-5888	No	Yes
Epidemiologic Reviews	Hybrid	1478-6729	yes	Yes
Essays In Criticism	Hybrid	1471-6852	yes	Yes

Europace	Fully OA	1532-2092	No	Yes
European Heart Journal	Hybrid	1522-9645	yes	Yes
European Heart Journal - Cardiovascular Imaging	Hybrid	2047-2412	yes	Yes
European Heart Journal - Cardiovascular Pharmacotherapy	Hybrid	2055-6845	yes	Yes
European Heart Journal - Case Reports	Fully OA	2514-2119	No	Yes
European Heart Journal – Digital Health	Fully OA	2634-3916	No	Yes
European Heart Journal - Imaging and Methods	Fully OA	2755-9637	No	Yes
European Heart Journal - Quality of Care and Clinical Outcomes	Hybrid	2058-1742	yes	Yes
European Heart Journal Open	Fully OA	2752-4191	No	Yes
European Heart Journal Supplements	Hybrid	1554-2815	No	Yes
European Heart Journal: Acute Cardiovascular Care	Hybrid	2048-8734	yes	Yes
European Journal of Cardio-Thoracic Surgery	Hybrid	1873-734X	yes	Yes
European Journal of Cardiovascular Nursing	Hybrid	1873-1953	yes	Yes
European Journal of Endocrinology	Hybrid	1479-683X	Yes	Yes
European Journal Of International Law	Hybrid	1464-3596	yes	Yes
European Journal of Orthodontics	Hybrid	1460-2210	yes	Yes
European Journal of Preventive Cardiology	Hybrid	2047-4881	yes	Yes
European Journal Of Public Health	Fully OA	1464-360X	No	Yes
European Review Of Agricultural Economics	Hybrid	1464-3618	yes	Yes
European Review of Economic History	Hybrid	1474-0044	yes	Yes
European Sociological Review	Hybrid	1468-2672	yes	Yes
Evolution	Hybrid	1558-5646	yes	Yes
Evolution Letters	Fully OA	2056-3744	No	Yes
Evolution, Medicine, and Public Health	Fully OA	2050-6201	No	Yes
Evolutionary Journal of the Linnean Society	Fully OA	2752-938X	No	Yes
Exposome	Fully OA	2635-2265	No	Yes
Family Practice	Hybrid	1460-2229	yes	Yes
FEMS Microbes	Fully OA	2633-6685	No	Yes
FEMS Microbiology Ecology	Hybrid	1574-6941	yes	Yes
FEMS Microbiology Letters	Hybrid	1574-6968	yes	Yes

FEMS Microbiology Reviews	Hybrid	1574-6976	yes	Yes
FEMS Yeast Research	Hybrid	1567-1364	yes	Yes
Food Quality and Safety	Fully OA	2399-1402	No	Yes
Foreign Policy Analysis	Hybrid	1743-8594	yes	Yes
Forensic Sciences Research	Fully OA	2471-1411	No	Yes
Forest Science	Hybrid	1938-3738	yes	Yes
Forestry: An International Journal Of Forest Research	Hybrid	1464-3626	yes	Yes
Forum For Modern Language Studies	Hybrid	1471-6860	yes	Yes
French History	Hybrid	1477-4542	yes	No
French Studies	Hybrid	1468-2931	yes	Yes
French Studies Bulletin	Hybrid	1748-9180	yes	Yes
Function	Fully OA	2633-8823	No	Yes
G3: Genes, Genomes, Genetics	Fully OA	2160-1836	No	Yes
Gastroenterology Report	Fully OA	2052-0034	No	Yes
Genetics	Hybrid	1943-2631	yes	Yes
Genome Biology and Evolution	Fully OA	1759-6653	No	Yes
Geophysical Journal International	Hybrid	1365-246X	yes	Yes
German History	Hybrid	1477-089X	yes	Yes
GigaScience	Fully OA	2047-217X	No	Yes
Global Studies Quarterly	Fully OA	2634-3797	No	Yes
Glycobiology	Hybrid	1460-2423	yes	Yes
GRUR International	Hybrid	2632-8550	yes	Yes
Health Affaris Scholar	Fully OA	2976-5390	No	Yes
Health and Social Work	No Open Access	1545-6854	No	Yes
Health Education Research	Hybrid	1465-3648	yes	Yes
Health Policy And Planning	Hybrid	1460-2237	yes	Yes
Health Promotion International	Hybrid	1460-2245	yes	Yes
Historical Research	Hybrid	1468-2281	yes	Yes
History Workshop Journal	Hybrid	1477-4569	yes	Yes
Holocaust And Genocide Studies	Hybrid	1476-7937	yes	No
Horticulture Research	Fully OA	2052-7276	No	Yes
Human Communication Research	Hybrid	1468-2958	yes	Yes
Human Molecular Genetics	Hybrid	1460-2083	yes	Yes
Human Reproduction	Hybrid	1460-2350	yes	Yes
Human Reproduction Open	Fully OA	2399-3529	No	Yes
Human Reproduction Update	Hybrid	1460-2369	yes	Yes
Human Rights Law Review	Hybrid	1744-1021	yes	Yes

ICES Journal of Marine Science	Fully OA	1095-9289	No	Yes
ICSID Review - Foreign Investment Law Journal	Hybrid	2049-1999	yes	Yes
IJQHC Communications	Fully OA	2634-5293	No	Yes
IMA Journal Of Management Mathematics	Hybrid	1471-6798	yes	Yes
Ima Journal Of Mathematical Control And Information	Hybrid	1471-6887	yes	Yes
Ima Journal Of Numerical Analysis	Hybrid	1464-3642	yes	Yes
Immunotherapy Advances	Fully OA	2732-4303	No	Yes
in silico Plants	Fully OA	2517-5025	No	Yes
Industrial And Corporate Change	Hybrid	1464-3650	yes	Yes
Industrial Law Journal	Hybrid	1464-3669	yes	Yes
Inflammatory Bowel Diseases	Hybrid	1536-4844	yes	Yes
Information and Inference: a journal of the IMA	Hybrid	2049-8772	yes	Yes
Innovation in Aging	Fully OA	2399-5300	No	Yes
Insect Systematics and Diversity	Hybrid	2399-3421	yes	Yes
Integrative And Comparative Biology	Hybrid	1557-7023	yes	Yes
Integrative Biology	Hybrid	1757-9708	yes	Yes
Integrative Organismal Biology: A Journal of the Society for Integrative and Comparative Biology	Fully OA	2517-4843	No	Yes
Intelligent Transportation Infrastructure	Fully OA	2752-9991	No	Yes
Interacting with Computers	Hybrid	1873-7951	yes	Yes
Interdisciplinary Cardiovascular and Thoracic Surgery	Fully OA	1569-9285	No	Yes
International Affairs	Hybrid	1468-2346	yes	Yes
International Data Privacy Law	Hybrid	2044-4001	yes	Yes
International Health	Fully OA	1876-3405	No	Yes
International Immunology	Hybrid	1460-2377	yes	Yes
International Journal For Quality In Health Care	Hybrid	1464-3677	yes	Yes
International Journal Of Constitutional Law	Hybrid	1474-2659	yes	Yes
International Journal Of Epidemiology	Hybrid	1464-3685	yes	Yes
International Journal Of Law And Information Technology	Hybrid	1464-3693	yes	Yes
International Journal Of Law, Policy And The Family	Hybrid	1464-3707	yes	Yes
International Journal Of Lexicography	Hybrid	1477-4577	yes	Yes

International Journal of Low-Carbon Technologies	Fully OA	1748-1325	No	Yes
International Journal of Pharmacy Practice	Hybrid	2042-7174	yes	Yes
International Journal Of Public Opinion Research	Hybrid	1471-6909	yes	Yes
International Journal Of Refugee Law	Hybrid	1464-3715	yes	Yes
International Journal Of Transitional Justice	Hybrid	1752-7724	yes	Yes
International Mathematics Research Notices	Hybrid	1687-0247	yes	Yes
International Political Sociology	Hybrid	1749-5687	yes	Yes
International Relations Of The Asia-Pacific	Hybrid	1470-4838	yes	Yes
International Studies Perspectives	Hybrid	1528-3585	yes	Yes
International Studies Quarterly	Hybrid	1468-2478	yes	Yes
International Studies Review	Hybrid	1468-2486	yes	Yes
ISLE: Interdisciplinary Studies in Literature and Environment	Hybrid	1759-1090	yes	No
Itnow	No Open Access	1746-5710	No	Yes
JAC-Antimicrobial Resistance	Fully OA	2632-1823	No	Yes
JAMIA Open	Fully OA	2574-2531	No	Yes
Japanese Journal Of Clinical Oncology	Hybrid	1465-3621	yes	Yes
Jerusalem Review of Legal Studies	Hybrid	2219-7117	yes	Yes
JCEM Case Reports	Fully OA	2755-1520	No	Yes
JNCI Cancer Spectrum	Fully OA	2515-5091	No	Yes
JNCI Monographs	hybrid	1745-6614	No	Yes
Journal Of African Economies	Hybrid	1464-3723	yes	Yes
Journal of American History	No Open Access	1945-2314	No	Yes
Journal of Analytical Toxicology	Hybrid	1945-2403	yes	Yes
Journal of Animal Science	Hybrid	1525-3163	yes	Yes
Journal of Antimicrobial Chemotherapy	Hybrid	1460-2091	yes	Yes
Journal of Antitrust Enforcement	Hybrid	2050-0696	yes	Yes
Journal of AOAC International	Hybrid	1944-7922	yes	Yes
Journal of Applied Microbiology	Hybrid	1365-2672	Yes	Yes
Journal of Breast Imaging	Hybrid	2631-6129	yes	Yes
Journal of Burn Care & Research	Hybrid	1559-0488	yes	Yes
Journal of Chromatographic Science	Hybrid	1945-239X	yes	No
Journal of Church and State	Hybrid	2040-4867	yes	Yes
Journal of Communication	Hybrid	1460-2466	yes	Yes
Journal Of Competition Law & Economics	Hybrid	1744-6422	yes	Yes

Journal of Complex Networks	Hybrid	2051-1329	yes	Yes
Journal of Computational Design and Engineering	Fully OA	2288-5048	No	Yes
Journal of Computer-Mediated Communication	Fully OA	1083-6101	No	Yes
Journal Of Conflict And Security Law	Hybrid	1467-7962	yes	Yes
Journal of Consumer Research	Hybrid	1537-5277	yes	Yes
Journal of Crohn's and Colitis	Hybrid	1876-4479	yes	Yes
Journal of Crustacean Biology	Hybrid	1937-240X	yes	Yes
Journal of Cybersecurity	Fully OA	2057-2093	No	Yes
Journal Of Deaf Studies And Deaf Education	Hybrid	1465-7325	yes	Yes
Journal Of Design History	Hybrid	1741-7279	yes	Yes
Journal of Economic Entomology	Hybrid	1938-291X	yes	Yes
Journal Of Economic Geography	Hybrid	1468-2710	yes	Yes
Journal Of Environmental Law	Hybrid	1464-374X	yes	Yes
Journal of European Competition Law and Practice	Hybrid	2041-7772	yes	Yes
Journal Of Experimental Botany	Hybrid	1460-2431	yes	Yes
Journal Of Financial Econometrics	Hybrid	1479-8417	yes	Yes
Journal of Financial Regulation	Hybrid	2053-4841	yes	Yes
Journal of Forestry	Hybrid	1938-3746	yes	Yes
Journal of Geophysics and Engineering	Fully OA	1742-2140	No	Yes
Journal of Global Security Studies	Hybrid	2057-3189	yes	Yes
Journal Of Heredity	Hybrid	1465-7333	yes	Yes
Journal of Hindu Studies	Hybrid	1756-4263	yes	Yes
Journal of Hip Preservation Surgery	Fully OA	2054-8397	No	Yes
Journal of Human Rights Practice	Hybrid	1757-9627	yes	Yes
Journal of Industrial Microbiology & Biotechnology	Fully OA	1476-5535	No	Yes
Journal of Insect Science	Fully OA	1536-2442	No	Yes
Journal of Integrated Pest Management	Fully OA	2155-7470	No	Yes
Journal Of Intellectual Property Law and Practice	Hybrid	1747-1540	yes	Yes
Journal Of International Criminal Justice	Hybrid	1478-1395	yes	Yes
Journal of International Dispute Settlement	Hybrid	2040-3593	yes	Yes
Journal Of International Economic Law	Hybrid	1464-3758	yes	Yes
Journal Of Islamic Studies	Hybrid	1471-6917	yes	Yes
Journal of Language Evolution	Hybrid	2058-458X	yes	Yes
Journal of Law and the Biosciences	Fully OA	2053-9711	No	Yes



Journal of Legal Analysis	Fully OA	1946-5319	No	No
Journal Of Logic And Computation	Hybrid	1465-363X	yes	Yes
Journal of Mammalogy	Hybrid	1545-1542	yes	Yes
Journal of Mechanics	Fully OA	1811-8216	No	Yes
Journal of Medical Entomology	Hybrid	1938-2928	yes	Yes
Journal of Medicine and Philosophy	Hybrid	1744-5019	yes	Yes
Journal of Molecular Cell Biology	Fully OA	1759-4685	No	Yes
Journal Of Molluscan Studies	Hybrid	1464-3766	yes	Yes
Journal of Music Therapy	Hybrid	2053-7395	yes	Yes
Journal of Neuropathology and Experimental Neurology	Hybrid	1554-6578	yes	Yes
Journal Of Pediatric Psychology	Hybrid	1465-735X	yes	Yes
Journal Of Petrology	Hybrid	1460-2415	yes	Yes
Journal of Pharmaceutical Health Services Research	Hybrid	1759-8893	yes	Yes
Journal of Pharmacy and Pharmacology	Hybrid	2042-7158	yes	Yes
Journal Of Plankton Research	Hybrid	1464-3774	yes	Yes
Journal Of Plant Ecology	Fully OA	1752-993X	No	Yes
Journal of Professions and Organization	Hybrid	2051-8811	yes	Yes
Journal Of Public Administration Research And Theory	Hybrid	1477-9803	yes	Yes
Journal Of Public Health	Hybrid	1741-3850	yes	Yes
Journal of Radiation Research	Fully OA	1349-9157	No	Yes
Journal Of Refugee Studies	Hybrid	1471-6925	yes	Yes
Journal Of Semantics	Hybrid	1477-4593	yes	Yes
Journal Of Semitic Studies	Hybrid	1477-8556	yes	Yes
Journal of Social History	Hybrid	1527-1897	yes	No
Journal of Surgical Case Reports	Fully OA	2042-8812	No	Yes
Journal of Surgical Protocols and Research Methodologies	Fully OA	2752-616X	No	Yes
Journal of Survey Statistics and Methodology	Hybrid	2325-0992	yes	Yes
Journal Of The American Academy Of Religion	Hybrid	1477-4585	yes	Yes
Journal of the American Medical Informatics Association	Hybrid	1527-974X	yes	Yes
Journal of the Canadian Association of Gastroenterology	Fully OA	2515-2092	No	Yes
Journal of the Endocrine Society	Fully OA	2472-1972	No	Yes
Journal of the European Economic Association	Hybrid	1542-4774	yes	Yes

Journal Of The History Of Collections	Hybrid	1477-8564	yes	Yes
Journal Of The History Of Medicine And Allied Sciences	Hybrid	1468-4373	yes	Yes
Journal of Leukocyte Biology	Hybrid	1938-3673	yes	Yes
Journal of the National Cancer Institute	Hybrid	1460-2105	yes	Yes
Journal of the Pediatric Infectious Diseases Society	Hybrid	2048-7207	yes	Yes
Journal of Philosophy of Education	Hybrid	1467-9752	yes	Yes
Journal of the Royal Statistical Society A: Statistics in Society	Hybrid	1467-985X	Yes	Yes
Journal of the Royal Statistical Society B: Statistical Methodology	Hybrid	1467-9868	yes	Yes
Journal of the Royal Statistical Society C: Applied Statistics	Hybrid	1467-9876	yes	Yes
Journal Of Theological Studies	Hybrid	1477-4607	yes	Yes
Journal of Travel Medicine	Hybrid	1708-8305	yes	Yes
Journal Of Tropical Pediatrics	Hybrid	1465-3664	yes	Yes
Journal of Urban Ecology	Fully OA	2058-5543	No	Yes
Journal of Victorian Culture	Hybrid	1750-0133	yes	Yes
Journal of World Energy Law & Business	Hybrid	1754-9965	yes	Yes
Journals of Gerontology Series A: Biomedical Sciences and Medical Sciences	Hybrid	1758-535X	yes	Yes
Journals of Gerontology Series B: Psychological Sciences and Social Sciences	Hybrid	1758-5368	yes	Yes
Laboratory Medicine	Hybrid	1943-7730	yes	Yes
Law, Probability and Risk	Hybrid	1470-840X	yes	Yes
Letters in Applied Microbiology	Hybrid	1472-765X	Yes	Yes
Leo Baeck Institute Year Book	Hybrid	1758-437X	yes	Yes
Life Medicine	Fully OA	2755-1733	No	Yes
Life Metabolism	Fully OA	2755-0230	No	Yes
Literary Imagination	Hybrid	1752-6566	yes	Yes
Literature And Theology	Hybrid	1477-4623	yes	Yes
Logic Journal Of The Igpl	Hybrid	1368-9894	yes	Yes
London Review of International Law	Hybrid	2050-6333	yes	Yes
Mammalian Species	Hybrid	1545-1410	yes	Yes
Mathematical Medicine And Biology: A Journal Of The Ima	Hybrid	1477-8602	yes	Yes
Medical Law Review	Hybrid	1464-3790	yes	Yes
Medical Mycology	Hybrid	1460-2709	yes	Yes
MELUS: Multi-Ethnic Literature of the United States	Hybrid	1946-3170	yes	No
Metallomics	Hybrid	1756-591X	yes	Yes

microLife	Fully OA	2633-6693	No	Yes
Microscopy	Hybrid	2050-5701	yes	Yes
Microscopy and Microanalysis	Hybrid	1435-8115	Yes	Yes
Microscopy Today	Hybrid	2150-3583	Yes	Yes
Migration Studies	Hybrid	2049-5846	yes	Yes
Military Medicine	Hybrid	1930-613X	yes	Yes
Mind	Hybrid	1460-2113	yes	No
Modern Judaism: A Journal Of Jewish Ideas And Experience	Hybrid	1086-3273	yes	No
Modern Rheumatology	Hybrid	1439-7609	yes	No
Modern Rheumatology Case Reports	Hybrid	2472-5625	yes	No
Molecular Biology And Evolution	Fully OA	1537-1719	No	Yes
Molecular Human Reproduction	Hybrid	1460-2407	yes	Yes
Monthly Notices of the Royal Astronomical Society	Hybrid	1365-2966	yes	Yes
Monthly Notices of the Royal Astronomical Society: Letters	Hybrid	1745-3933	yes	Yes
Music & Letters	Hybrid	1477-4631	yes	Yes
Music Theory Spectrum	hybrid	1533-8339	yes	Yes
Music Therapy Perspectives	Hybrid	2053-7387	yes	Yes
Mutagenesis	Hybrid	1464-3804	yes	Yes
NAR Cancer	Fully OA	2632-8674	No	Yes
NAR Genomics and Bioinformatics	Fully OA	2631-9268	No	Yes
National Science Review	Fully OA	2053-714X	No	Yes
Nephrology Dialysis Transplantation	Hybrid	1460-2385	yes	Yes
Neuro-Oncology	Hybrid	1523-5866	yes	Yes
Neuro-Oncology Advances	Fully OA	2632-2498	No	Yes
Neuro-Oncology Practice	Hybrid	2054-2585	yes	Yes
Neuroscience of Consciousness	Fully OA	2057-2107	No	Yes
Nicotine & Tobacco Research	Hybrid	1469-994X	yes	Yes
Notes And Queries	Hybrid	1471-6941	yes	Yes
Nucleic Acids Research	Fully OA	1362-4962	No	Yes
Nutrition Reviews	Hybrid	1753-4887	yes	Yes
Occupational Medicine	Hybrid	1471-8405	yes	Yes
Open Forum Infectious Diseases	Fully OA	2328-8957	No	Yes
Ornithological Applications (formerly the Condor)	Hybrid	1938-5129	yes	Yes
Ornithology (formerly The Auk)	Hybrid	1938-4254	yes	Yes
Oxford Art Journal	Hybrid	1741-7287	yes	Yes
Oxford Economic Papers	Hybrid	1464-3812	yes	Yes

Oxford Journal of Law and Religion	Hybrid	2047-0789	yes	Yes
Oxford Journal Of Legal Studies	Hybrid	1464-3820	yes	Yes
Oxford Medical Case Reports	Fully OA	2053-8855	No	Yes
Oxford Open Climate Change	Fully OA	2634-4068	No	Yes
Oxford Open Digital Health	Fully OA	2754-4591	No	Yes
Oxford Open Economics	Fully OA	2752-5074	No	Yes
Oxford Open Energy	Fully OA	2752-5082	No	Yes
Oxford Open Immunology	Fully OA	2633-6960	No	Yes
Oxford Open Infrastructure and Health	Fully OA	2753-2410	No	Yes
Oxford Open Materials Science	Fully OA	2633-6979	No	Yes
Oxford Open Neuroscience	Fully OA	2753-149X	No	Yes
Oxford Review Of Economic Policy	Hybrid	1460-2121	yes	Yes
Paediatrics & Child Health	Hybrid	1918-1485	yes	Yes
Pain Medicine	Hybrid	1526-4637	yes	Yes
Parliamentary Affairs	Hybrid	1460-2482	yes	Yes
Past & Present	Hybrid	1477-464X	yes	Yes
Pathogens and Disease	Hybrid	2049-632X	yes	Yes
Perspectives on Public Management and Governance	Hybrid	2398-4929	yes	Yes
Philosophia Mathematica	Hybrid	1744-6406	yes	Yes
Physical Therapy	Hybrid	1538-6724	yes	Yes
Plant And Cell Physiology	Hybrid	1471-9053	yes	Yes
Plant Physiology	Hybrid	1532-2548	yes	Yes
PNAS Nexus	Fully OA	2752-6542	No	Yes
Policing: A Journal Of Policy And Practice	Hybrid	1752-4520	yes	Yes
Policy and Society	Fully OA	1839-3373	No	Yes
Political Science Quarterly	Hybrid	1538-165X	Yes	Yes
Postgraduate Medical Journal	Hybrid	1469-0756	Yes	Yes
Precision Clinical Medicine	Fully OA	2516-1571	No	Yes
Proceedings of the Aristotelian Society	Hybrid	1467-9264	yes	Yes
Progress of Theoretical and Experimental Physics	Fully OA	2050-3911	No	Yes
Protein and Cell	Fully OA	1674-800X	No	Yes
Protein Engineering, Design, and Selection	Hybrid	1741-0134	yes	Yes

Psychoradiology	Fully OA	2634-4416	No	Yes
Public Health Ethics	Hybrid	1754-9981	yes	Yes
Public Opinion Quarterly	Hybrid	1537-5331	yes	Yes
Public Policy & Aging Report	Hybrid	2053-4892	yes	Yes
Publications of the Astronomical Society of Japan	Hybrid	2053-051X	yes	Yes
Publius	Hybrid	1747-7107	yes	Yes
Q Open	Fully OA	2633-9048	No	Yes
Qjm: An International Journal Of Medicine	Hybrid	1460-2393	yes	Yes
Quarterly Journal Of Mechanics And Applied Mathematics	Hybrid	1464-3855	yes	Yes
Radiation Protection Dosimetry	Hybrid	1742-3406	yes	Yes
RAS Techniques and Instruments	Fully OA	2752-8200	No	Yes
Refugee Survey Quarterly	Hybrid	1471-695X	yes	Yes
Regenerative Biomaterials	Fully OA	2056-3426	No	Yes
Research Evaluation	Hybrid	1471-5449	yes	Yes
Review of Asset Pricing Studies	Hybrid	2045-9939	yes	Yes
Review of Corporate Finance Studies	Hybrid	2046-9136	yes	Yes
Review of Economic Studies	Hybrid	1467-937X	yes	Yes
Review Of English Studies	Hybrid	1471-6968	yes	Yes
Review Of Finance	Hybrid	1573-692X	yes	Yes
Rheumatology	Hybrid	1462-0332	yes	Yes
Rheumatology Advances in Practice	Fully OA	2514-1775	No	Yes
RPS Pharmacy and Pharmacology Reports	Fully OA	2754-5849	No	Yes
Schizophrenia Bulletin	Hybrid	1745-1701	yes	Yes
Schizophrenia Bulletin Open	Fully OA	2632-7899	No	Yes
Science and Public Policy	Hybrid	1471-5430	yes	Yes
Screen	Hybrid	1460-2474	yes	Yes
Sexual Medicine	Fully OA	2050-1161	No	Yes
Sexual Medicine Reviews	Hybrid	2050-0521	Yes	Yes
Shakespeare Quarterly	No Open Access	1538-3555	No	Yes
Significance	No Open Access	1740-9713	No	Yes
SLEEP	Hybrid	1550-9109	yes	Yes
SLEEP Advances	Fully OA	2632-5012	No	Yes
Social Cognitive And Affective Neuroscience	Fully OA	1749-5024	No	Yes
Social Forces	Hybrid	1534-7605	yes	Yes
Social History Of Medicine	Hybrid	1477-4666	yes	Yes
Social Politics	Hybrid	1468-2893	yes	Yes

Social Problems	Hybrid	1533-8533	yes	Yes
Social Science Japan Journal	Hybrid	1468-2680	yes	Yes
Social Work	No Open Access	1545-6846	No	Yes
Social Work Research	No Open Access	1545-6838	No	Yes
Socio-Economic Review	Hybrid	1475-147X	yes	Yes
Sociology of Religion: A Quarterly Review	Hybrid	1759-8818	yes	No
Statute Law Review	Hybrid	1464-3863	yes	Yes
Stem Cells	Hybrid	1549-4918	yes	Yes
Stem Cells Translational Medicine	Fully OA	2157-6580	No	Yes
Sustainable Microbiology	Fully OA	2755-1970	No	Yes
Synthetic Biology	Fully OA	2397-7000	No	Yes
Systematic Biology	Hybrid	1076-836X	yes	Yes
Teaching Mathematics and Its Applications: International Journal of the IMA	Hybrid	1471-6976	yes	Yes
The American Journal of Jurisprudence	Hybrid	2049-6494	yes	Yes
The British Journal Of Social Work	Hybrid	1468-263X	yes	Yes
The British Yearbook of International Law	Hybrid	2044-9437	yes	Yes
The Cambridge Quarterly	Hybrid	1471-6836	yes	Yes
The Chinese Journal of Comparative Law	Hybrid	2050-4810	yes	Yes
The Chinese Journal Of International Politics	Hybrid	1750-8924	yes	Yes
The Computer Journal	Hybrid	1460-2067	yes	Yes
The Econometrics Journal	Hybrid	1368-423X	yes	Yes
The Economic Journal	Hybrid	1468-0297	yes	Yes
The English Historical Review	Hybrid	1477-4534	yes	Yes
The Gerontologist	Hybrid	1758-5341	yes	Yes
The IMA Journal of Applied Mathematics	Hybrid	1464-3634	yes	Yes
The International Journal of Neuropsychopharmacology	Fully OA	1469-5111	No	Yes
The Journal of Aesthetics and Art Criticism	Hybrid	1540-6245	yes	Yes
The Journal of Applied Laboratory Medicine	Hybrid	2475-7241	yes	Yes
The Journal Of Biochemistry	Hybrid	1756-2651	yes	Yes
The Journal of Clinical Endocrinology & Metabolism	Hybrid	1945-7197	yes	Yes
The Journal of Infectious Diseases	Hybrid	1537-6613	yes	Yes
The Journal Of Law, Economics, And Organization	Hybrid	1465-7341	yes	Yes
The Journal of Sexual Medicine	Hybrid	1743-6109	yes	Yes

The Library	Hybrid	1744-8581	yes	Yes
The Monist	Hybrid	2153-3601	yes	No
The Musical Quarterly	Hybrid	1741-8399	yes	Yes
The Oncologist	Fully OA	1549-490X	No	Yes
The Opera Quarterly	Hybrid	1476-2870	yes	Yes
The Philosophical Quarterly	Hybrid	1467-9213	yes	Yes
The Plant Cell	Hybrid	1532-298X	yes	Yes
The Quarterly Journal of Economics	Hybrid	1531-4650	yes	Yes
The Quarterly Journal Of Mathematics	Hybrid	1464-3847	yes	Yes
The Review Of Financial Studies	Hybrid	1465-7368	yes	Yes
The Western Historical Quarterly	No Open Access	1939-8603	No	Yes
The World Bank Economic Review	Hybrid	1564-698X	yes	Yes
The World Bank Research Observer	Hybrid	1564-6971	yes	Yes
Toxicological Sciences	Hybrid	1096-0929	yes	Yes
Toxicology Research	Hybrid	2045-4538	yes	Yes
Transactions of Mathematics and Its Applications	Fully OA	2398-4945	No	Yes
Transactions of the Royal Society of Tropical Medicine and Hygiene	Hybrid	1878-3503	yes	Yes
Translational Animal Science	Fully OA	2573-2102	No	Yes
Translational Behavioral Medicine	Hybrid	1613-9860	yes	Yes
Transportation Safety and Environment	Fully OA	2631-4428	No	Yes
Tree Physiology	Hybrid	1758-4469	yes	Yes
Trusts & Trustees	Hybrid	1752-2110	yes	Yes
Twentieth Century British History	Hybrid	1477-4674	yes	Yes
Uniform Law Review/Revue De Droit Uniforme	Hybrid	2050-9065	yes	Yes
Virus Evolution	Fully OA	2057-1577	No	Yes
Work, Aging and Retirement	Hybrid	2054-4650	yes	Yes
Yearbook of European Law	Hybrid	2045-0044	yes	Yes
Yearbook of International Environmental Law	Hybrid	2045-0052	yes	Yes
Year's Work In Critical And Cultural Theory	No Open Access	1471-681X	No	Yes
Year's Work In English Studies	No Open Access	1471-6801	No	Yes
Zoological Journal of the Linnean Society	Hybrid	1096-3642	yes	Yes

## SCHEDULE D

### CHARGES

<u>Year</u>	<u>Read</u>	<u>Publish</u>	<u>Total</u>
2023	£215,645.49	£458,246.67	£673,892.16
2024	£219,958.40	£467,411.60	£687,370.00

The Charges split between the Consortia for information only - see page 10

<i>Account No.</i>	<i>Institution</i>
2744561	Universität Basel
3593728	Université de Fribourg
3593735	Université de Genève
2787072 (UNIL)	Université de Lausanne incl. HEP Vaud
3593736 (UNLI + EPFL)	shared licence with EPFL
2785457	Università della Svizzera italiana
3679497	Universität Luzern (incl. PH LU/SZ/ZG)
3679520	Université de Neuchâtel
3686953	Universität St. Gallen
5401623	Universität Zürich
3593698 (EPFL)	EPF Lausanne
3593736 (UNLI + EPFL)	shared licence with Uni Lausanne
3593730	ETH Zürich
3955091	Lib4RI
3788182	Agroscope
2742294	The Graduate Institute (IHEID)
	<b>Total</b>



## SCHEDULE E

### OPEN ACCESS PUBLISHING

Under this Schedule E, the Publisher and the Consortium 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 Consortium of Swiss Academic Libraries (CSAL), as further described in this Schedule E.

#### 1. DEFINITIONS

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

“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
“Eligible Article”	a research article, review article, brief report, or case report, in each case (i) written by an Eligible Author, (ii) accepted for publication in an Eligible Journal, and (iii) which is Received Into Production during each calendar year of the Agreement. For clarity, articles in supplements (i.e. specifically designated issues supplementary to a journal’s usual publication, often sponsored by third parties), are not considered to be Eligible Articles hereunder
“Eligible Author”	the corresponding author of an article who is affiliated with a Customer
“Eligible Journal(s)”	the Journal(s): (i) listed in Schedule C as being eligible journals as may be updated from time to time by the Publisher, and/or (ii) notified to the Consortium in writing as being eligible journals
“Hybrid Journals”	a Journal in which authors can choose to publish articles on an open access basis
“Fully OA Journals”	a Journal in which all the articles are published on an open access basis
“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 Process”	The Publisher’s document outlining the procedures for using OA Article Allowance, including how Eligible Authors may make Charge Requests, and how the Consortium can manage Charge Requests. This document may be subject to change by the Publisher at any time
“OA Article”	an Eligible Article published on an open access basis
“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 or equivalent licence used for publication by the Publisher of an OA Article

“Received Into Production”      the manuscript of an article has entered into the Publisher’s production process prior to publication

## **2. CHARGE REQUESTS AND USE OF OA ARTICLE ALLOWANCE**

- 2.1. **Eligible Articles will be Received into Production as soon as practicable after they are accepted by the relevant Journal.** Eligible Authors of Eligible Articles will be required to choose an OA Licence with the Publisher in order to make a Charge Request.
- 2.2. In each calendar year of the Agreement the Consortium and/or the Customer may approve Charge Requests up to the OA Article Allowance for each such year as indicated in Clause 5 of this Schedule E.
- 2.3. The Consortium and/or the Customer shall review and exercise its right to approve or reject all Charge Requests, subject to OA Article Allowance remaining available.
- 2.4. Where a Charge Request has been approved, the OA Article Allowance will be reduced by one.
- 2.5. The Publisher reserves the right to reject Charge Requests that have not been accepted within 7 calendar days after the date of the Charge Request.
- 2.6. The Customer acknowledges that (i) it is solely responsible for verifying that an Eligible Author is affiliated with the Customer (ii) any information relating to the affiliation of an Eligible Author to a Customer provided by the Publisher to the Customer will be based on the information as provided by the Eligible Author, and (iii) 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.

## **3. PUBLICATION**

- 3.1. OA Articles will be published online under the terms of the relevant OA Licence, **the types of licences available are dependent on what each Eligible Journal offers.**
- 3.2. Following publication of an OA Article, the Publisher will deliver the article metadata including OA Licence information to Crossref and other relevant third parties.

## **4. REPORTING**

- 4.1. The Consortium may request from the Publisher, up to twice per calendar year of the Agreement, 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:
  - 4.1.1. name of the Eligible Author, with its email address and ORCID;
  - 4.1.2. name of the Customer based on information provided by the Eligible Author;
  - 4.1.3. article title;
  - 4.1.4. article type;
  - 4.1.5. Received Into Production date;
  - 4.1.6. OA Licence selected by the Eligible Author;

4.1.7. Eligible journal title;

4.1.8. Eligible journal ISSN; and

4.1.9. DOI.

## **5. OA ARTICLE ALLOWANCE**

- 5.1. The Publisher shall make available to the Customers the following OA Article Allowance in the following periods (for clarity, the OA Article Allowance is an aggregate amount for use by all the Customers):

<b>Year</b>	<b>Total OA Article Allowance - Hybrid Journals only</b>
Year 1 2023	298
Year 2 2024	304

- 5.2. Should an eligible Hybrid Journal change its publication model to be a Fully OA Journal it shall remain an Eligible Journal during the Term.
- 5.3. Any amount of the OA Article Allowance remaining in the OA Account at the end of each calendar year of the Agreement will, up to a cap of 10% of the total OA Article Allowance for such year, rollover to the next year, provided that any OA Article Allowance remaining on 31 December in the last calendar year of the Agreement (as such period may be renewed in accordance with the terms of this Agreement) will be forfeited.
- 5.4. **Where any Eligible Articles which were Received Into Production in Hybrid Journals in the period between 01 January 2023 and the date the OA Account is activated were not published on an open access basis in such period, the Publisher shall convert such articles to OA Articles via the OA Account, unless the Eligible Author opts out of making such article open access.**
- 5.5. **From the date of signature, the Publisher agrees to provide a 10% discount against open access charges for the Publisher's Fully OA Journals. Such discount may only be applied if the Customer complies with the Publisher's process for enabling such discounts, which may include creating separate open access accounts. The 10% discount may not be used in conjunction with any other discount.**

## **6. EDITORIAL INDEPENDENCE**

- 6.1. Both parties recognise that neither the Consortium nor the Customer will be involved in the editorial processes governing the publication of OA Articles.
- 6.2. 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 recognises that the selection of content that is published on the Publisher's platform is entirely at the Publisher's discretion.
- 6.3. The Consortium relinquishes all possibly due claims towards the Publisher resulting from the Publisher's decisions in good faith to publish content, either entirely or partially, submitted by an Eligible Author.

## **7. RESPONSIBILITIES**

- 7.1. The Customer shall comply with the Publisher's OA Account Process as amended by the Publisher from time to time.
- 7.2. The Publisher will issue to the Consortium and/or to each Customer, a unique username and password to access the OA Account. The Consortium and/or each Customer shall, and procures that any persons authorised to access the OA Account shall, at all times, keep the OA Account username and password secure and must not permit any third party to use or have access to the OA Account username and password. The Consortium and/or the Customer shall notify Publisher as soon as possible if the Consortium and/or the Customer suspects that any third party has obtained access to the OA Account username 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 username 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 OA Account username with the correct and valid password will be deemed to be authorised by the Consortium. Publisher will not seek to verify the IP address from which the OA Account is accessed.
- 7.3. The Consortium warrants, represents and undertakes to Publisher that:
- 7.3.1. all persons accessing and managing the OA Account are the Consortium's or the Customer's employees duly authorised by the Consortium or the Customer, and all instructions, notices and other communications made by any such person under this Schedule E are within the authority of that person; and
- 7.3.2. the Consortium and/or the Customer has notified each person permitted to access the OA Account in accordance with this Schedule E, that such access to and use of the OA Account, is subject to the terms and conditions of this Schedule E and the Publisher's OA Account Process.
- 7.4. The Consortium 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.

## **8. 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.