

## PUBLISH AND ACCESS AGREEMENT

This agreement is dated as of January 1, 2024 (the "**Effective Date**") between Wiley-VCH GmbH, Boschstraße 12, D-69469 Weinheim, Germany, on behalf of its parent Company John Wiley & Sons, Inc. and affiliates Wiley Periodicals LLC, John Wiley & Sons, Ltd, John Wiley & Sons Australia, Ltd, John Wiley & Sons A/S, and Hindawi Limited ("**Hindawi**") (collectively "**Wiley**"),

and

MPDL Services gGmbH, Landsberger Straße 346, 80346 Munich, Germany (the "**DEAL Operating Entity**").

Wiley and DEAL Operating Entity are referred to as the "**Parties**."

### **PRELUDE AND INTENT.**

Wiley and DEAL Operating Entity, formerly known as MPDL Services GmbH, acting as the "DEAL Operating Entity," previously entered the landmark Publish and Access Agreement dated as of January 15, 2019, and extended that agreement through December 31, 2023 (the "**2019 Publish and Access Agreement**").

The groundbreaking [transformative open access agreement concluded between Wiley and the DEAL Operating Entity in 2019](#) was a milestone in the open access movement in Germany and worldwide. During the Agreement:

- Usage of scholarly research published in Wiley Journals (full text downloads) has increased among Projekt DEAL member institutions in Germany by 83% from 2018 to 2022 (from 10.5 million to 19.2 million).
- The number of articles published open access in Wiley hybrid Journals from DEAL affiliated institutions has increased by >1,000% since the beginning of the Agreement (from 580 to 8,750; 33,297 articles in total).
- The number of articles published in fully open access Wiley Journals has increased by 130% from 2018 to 2022 (from 479 to 1,100; 4,417 articles in total).
- Wiley enhanced infrastructure, including robust workflows to Support authors, readers, librarians and approval/oversight for administrators for hybrid and gold open access Publishing.
- Wiley and MPDL Services conducted joint outreach and engagement activities to raise awareness for the agreement among researchers and institutions, to increase CCBY uptake by eligible authors, and to reduce author opt-out rates.

In the five years hence, the imperative of a scholarly communication System that enables immediate public access to peer reviewed research has been asserted in the highest spheres of international Science policy [[UNESCO Open Science Recommendations, International Science Council Guiding Principles for Scientific Publishing](#)] and in Germany. The Federal Government and the Länder underlined that "Open Access is [...] a priority issue for the Federal Government and the *Länder*" in [Open Access in Germany - Joint Guidelines of the Federal Government and the Länder](#) published in June 2023, in which they give expression to the joint political commitment of the Federal Government and the Länder to firmly establish Open Access in the German Science System. In its 2022 [Recommendations on the Transformation of Academic Publishing: Towards Open Access](#), the German Science and Humanities Council (Wissenschaftsrat, WR) clearly recognizes scholarly Publishing as part of the research process, providing specific guidance for all stakeholders—funding agencies, institutions, their libraries and researchers—on reorienting their financial and organizational structures and processes to support researchers in open publication of the results of their research. The stated objective is that open access Publishing becomes the default in scholarly communication, thereby increasing the visibility of German research throughout the global scientific

community, to improve the quality of research and accelerate the scientific process, and to ensure the transfer of knowledge to increase the social effectiveness of (publicly funded) research.

The call for open dissemination of scientific findings was initiated in Germany twenty years ago when all members of the Alliance of Science Organizations in Germany were among the first to sign the foundational [Berlin Declaration on Open Access to Knowledge in the Sciences and Humanities](#). Recognizing that researchers in Germany published the bulk of their research articles in Journals operating on the subscription business model, all Alliance members redoubled their commitment to open access by signing the [QA2020 Expression of Interest in the Large Scale Implementation of Open Access to Scholarly Journals](#) and instituting Projekt DEAL to [negotiate transformative open access agreements](#) with scholarly publishers that would enable researchers to publish their works openly. Reinforcing the political will and determination to realize the open access transition in scholarly Publishing for the scientific community in Germany, the Joint Science Conference (Gemeinsame Wissenschaftskonferenz - GWK), comprising the Federal Government and the Heads of Government of the Länder, endorsed the establishment of MPDL Services GmbH to provide the lasting and stable infrastructure necessary to realize and implement open access agreements with scholarly publishers.

Against this backdrop, and recognizing the success of the 2019 Publish and Access Agreement, which expires as of December 31, 2023, the Parties have renewed their commitment, through this Agreement, to facilitating open dissemination of the results of research in Germany and enabling access to Wiley's vast portfolio of peer-reviewed scholarly journals, ultimately contributing to the shared goal of transforming subscription-based journals to fully OA Publishing models.

In pursuit of a more efficient, cost-effective and diverse scholarly Publishing ecosystem, the terms of this Agreement reflect, especially, the vital role that society journals play in the scholarly Publishing landscape and the unique needs of German institutions. With an agreed framework of differentiated pricing, the Parties demonstrate their commitment to a more inclusive and accessible scholarly Publishing paradigm, working together to promote open dissemination of the results of research while preserving the integrity and highest Standards of research communication, supporting learned societies to sustainably transition their journals to Open Access.

The Parties have agreed to make this Agreement available under a CCBY-NC-ND license and with the following digital object identifier (DOI): <https://doi.org/10.17617/2.3551268>.

1. **DEFINITIONS.** In addition to those terms expressly defined elsewhere in this Agreement, the following definitions apply:
  - 1.1. **Agreement** means this Agreement between Wiley and DEAL Operating Entity, including the appendices, which are incorporated herein by reference or signed by the Parties, and governed by the terms of this Agreement, as well as the terms agreed by Member Institution in the Sign-Up Letter. In the event of any conflict between the terms of an appendix and the terms of this Agreement, the terms of the appendix govern.
  - 1.2. **APC** means an article publication Charge.
  - 1.3. **Author Services** means the platform (or any successor thereto) designated by Wiley, which may include an author account, Services, and features, and provided to authors Publishing articles in a Wiley journal.

- 1.4. **Authorized User(s)** means those persons who are authorized by Member Institution or Qualified Institution to have on-campus and remote access to the Licensed Electronic Products and fit into one or more of these categories: (a) current bona fide part- and full-time faculty members, students, registered library users, visiting scholars, researchers, staff members, librarians, scientific staff, other executives, or employees of Member Institution or Qualified Institution; (b) contractors engaged by Member Institution; or (c) walk-in users from the general public or business invitees.
- 1.5. **Dashboard** means the automated System (e.g., Oable, Wiley Open Access Dashboard, Dashboard, or any successor thereto) designated by Wiley, including all products, Services and features offered via the Dashboard, that enable Member Institution and Qualified Institution to manage its WOAA.
- 1.6. **DEAL Operating Entity** means the operating entity that is authorized to negotiate on behalf of the Eligible Institutions and to sign this Agreement.
- 1.7. **Eligible Article(s)** means (a) primary research and review articles, including but not limited to articles considered and organized by Wiley as Case Study, Commentary, Data Article, Education, Lecture, Method and Protocol, Perspective, Practice and Policy, Rapid Publication, Research Article, Review Article, Short Communication, and Technical Note (Wiley is permitted to update this list from time to time, and Wiley will post Updates to the Keeper Platform quarterly); (b) authored by Eligible Authors; (c) accepted from January 1, 2024 up to the end of the Term for open access publication in a journal that either is (i) a Hybrid Journal (i.e., a Hybrid Journal as of the date of acceptance of the article) for the Hybrid Journal Publishing Right, or (ii) a Gold Journal (i.e., a Gold Journal as of the date of Submission of the article, except for Flip Articles, which would be a Gold Journal as of the date of acceptance of the article) for the Gold Journal Publishing Right; and (d) where no publish and read fee or APC has been paid previously.
- 1.8. **Eligible Author(s)** means authors (a) who are affiliated with Member Institution or Qualified Institution where the research was conducted, i.e., students enrolled at or accredited to the Member Institution or Qualified Institution or who are teaching and research staff employed by the Member Institution or Qualified Institution (such affiliation is not necessary at all points in the research process); (b) who are designated within Wiley's Submission System and Author Services platform as the responsible corresponding author, which is the administratively active role in Wiley's Systems, though the author may delegate such administrative tasks. In the case of multiple corresponding authors being identified on the Version of record, it is the author designated as the responsible corresponding author who is the Eligible Author (and such responsible corresponding author is not required to appear as the first author); (c) for whom a Member Institution or Qualified Institution has confirmed the author's affiliation pursuant to Section 4 [Publishing Right]; and (d) who have signed one of Wiley's then-current open access author agreements for publication of an article on an open access basis in one of the Hybrid Journals or Gold Journals (as applicable).
- 1.9. **Eligible Institutions** means each entity that is included within the Eligible Institution List. Typically, the Eligible Institutions would fall into one of the following categories: (a) publicly or privately funded higher education and research institutions in Germany; (b) the German National Library, all regional and state libraries, as well as central subject libraries; (c) research libraries and specialized academic libraries with primarily public funding; (d) research Institutes primarily funded by the federal or state governments, including academic institutions located abroad but funded by public bodies or primarily publicly funded bodies in Germany, such as the German Historical Institutes; and (e) other institutions as agreed by the Parties such as Max Planck Florida Institute for Neuroscience. For the avoidance of doubt, DEAL Operating Entity is not an Eligible Institution.

- 1.10. **Eligible Institution List** means a list of Eligible Institutions shared between DEAL Operating Entity and Wiley dated as of the Effective Date. The Eligible Institution List is subject to change as agreed in writing by the Parties. (Where reasonably requested by Wiley, DEAL Operating Entity will facilitate Provision of Information concerning specific contacts for each Eligible Institution that becomes a Member Institution.) The Eligible Institution List is maintained on the Keeper Platform.
- 1.11. **Flip Article** means articles submitted to a journal whilst it operated as a Hybrid Journal and accepted for publication after the journal had transitioned (commonly referred to as, "flipped") to become a Gold Journal. For this Agreement, Flip Articles are considered to be articles published in Gold Journals, and where they meet the criteria of an Eligible Article, will incur the relevant APC and be covered and paid for by this Agreement.
- 1.12. **Gold Journals** means the open access journals published by the Wiley affiliates identified in the preamble above with the exception of Hindawi, and as to Hindawi, the Hindawi Journals.
- 1.13. **Hindawi Journals** means the open access journals fully owned by Hindawi or published by Hindawi on behalf of Wiley, that offer authors only the Option to publish articles on an open access basis.
- 1.14. **Hybrid Journals** means the subscription journals published by the Wiley affiliates identified in the preamble above (with the exception of Hindawi) that offer authors the Option to publish articles on an open access basis (such journals may be referred to in Wiley Systems as "Online Open").
- 1.15. **Institutional Account List** means the list of institutional account holders Wiley publishes on <https://authorservices.wiley.com/author-resources/Journal-Authors/open-access/affiliation-policies-payments/institutional-funder-payments.html>.
- 1.16. **Intellectual Property Rights** means, without limitation, patents, trademarks, trade names, design rights, Copyright (including rights in Computer Software), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, which may subsist anywhere in the world.
- 1.17. **Keeper Platform** means a platform (or successor thereto) managed by DEAL Operating Entity with shared access by Wiley in order to exchange Information necessary for the fulfillment of this Agreement.
- 1.18. **Licensed Electronic Products** means the electronic (online) editions of Wiley journals which Member Institution has licensed hereunder.
- 1.19. **Member Institution** means each Eligible Institution (Individually and collectively, as the context may require) who signs a Sign-Up Letter and has not exercised an Opt-Out Right. Each such Member Institution will provide access via its Secure Network for its Authorized Users. For the avoidance of doubt, DEAL Operating Entity is not a Member Institution.
- 1.20. **OA Admin** means the person designated by DEAL Operating Entity, the Member Institution, or Qualified Institution, as the open access administrator or the like in the Dashboard. The Parties recognize an OA Admin list includes contacts for Member Institutions.
- 1.21. **Opt-Out Articles** means articles within Subsection (a) of the Eligible Article Definition by authors who meet the criteria in Subsections (a) - (c) of the Eligible Author Definition, and which are not published open access in a Hybrid Journal.
- 1.22. **PAR Fees** mean the bundled fees for the Access Right and for the Publishing Right for Hybrid Journal Eligible Articles, Hybrid Journal articles covered by the Late Sign-Up Provision, Hybrid Journal articles covered by the OA Conversion Right, and Opt-Out Articles, that correspond to the Tiers.

- 1.23. **Qualified Institution** means an Eligible Institution that is permitted by Wiley to use the Access Right and/or the Publishing Right described in this Agreement between January 1, 2024 and February 29, 2024, without such Institution exercising the Opt-In Right during that time period. Qualified Institution Status only exists between January 1, 2024 and February 29, 2024. No Eligible Institution may be a Qualified Institution after February 29, 2024. Qualified Institutions who opt in to the Agreement become Member Institutions. An approval of an Eligible Article in the Dashboard made by a Qualified Institution between January 1, 2024 and February 29, 2024 will be an agreement to pay the applicable APC or PAR Fee as set forth in this Agreement.
- 1.24. **Secure Network** means the network which provides access to Wiley Online Library for Authorized Users via the specific Member Institution's authentication method and valid Parameters which are covered by this Agreement and provided to Wiley by the Member Institution, to which Information DEAL Operating Entity will facilitate the Provision to Wiley if reasonably requested by Wiley. Except in the case of written request from Member Institution to the contrary, in addition to the methods provided by the Member Institution, Wiley will enable federated authentication through Shibboleth Federation and OpenAthens using Member Institution's access federation and entity ID if such Information is available to Wiley.
- 1.25. **Sign-Up Letter** means the letter in the form set forth in Appendix C that is a precondition to an Eligible Institution becoming a Member Institution and thus memorializes the Member Institution's agreement to this Agreement as specified in the Sign-Up Letter.
- 1.26. **Tier(s)** means the three-tier Classification of the Hybrid Journals as described in the Agreement.
- 1.27. **Wiley Online Library** means the online Service (or any successor thereto) or other platform available from or designated by Wiley including all products, Services and features offered via the Service. Certain products and Services under this Agreement may be delivered from other platforms as noted in the Agreement. The terms and conditions hereof are equally applicable to those products and Services.
- 1.28. **WOAA** means the Wiley Open Access Account(s) (or any successor thereto) designated by Wiley and held by Member Institution or Qualified Institution for the purposes of administering open access workflows in Wiley's journals.

## **2. PARTICIPATION IN THIS AGREEMENT**

- 2.1. **Intent.** The Parties agree that a central goal of this Agreement is to enable open access Publishing of scholarly research for the largest possible number of Eligible Institutions. The Parties agree that each Eligible Institution is intended to become a Member Institution. DEAL Operating Entity will work in good faith to encourage Eligible Institutions to participate in this Agreement for the full duration of the Term, so they may enjoy the full privilege of the Access Right and Publishing Right as described in this Agreement.

- 2.2. **Opt-In Right.** An Eligible Institution elects to participate in this Agreement by executing a Sign-Up Letter and thereafter becomes a Member Institution (the "**Opt-In Right**"). DEAL Operating Entity is responsible for securing the executed Sign-Up Letters. DEAL Operating Entity must (a) make the Sign-Up Letter available to Wiley in the Keeper Platform as soon as possible; (b) notify Wiley at [DEALmemberlist@wiley.com](mailto:DEALmemberlist@wiley.com) weekly of any new opt ins, and no later than within 5 days of finalizing the signup process with DEAL Operating Entity; and (c) update the Keeper Platform (either, and as agreed between the operations teams, with a separate tab in the Eligible Institution List reflecting those that have become Member Institutions or with a separate Consolidated list of Member Institutions). Wiley will provide the Services under this Agreement commencing within 15 days of notification by DEAL Operating Entity that an Eligible Institution has exercised the Opt-In Right. The Sign-Up Letter may be executed by a single Eligible Institution on behalf of multiple Eligible Institutions where that signing Eligible Institution has legal authority.
- 2.3. **Opt-Out Right & Renewed Opt-In.** The Parties recognize a Member Institution may need to opt out of the Agreement due to budget constraints (the "**Opt-Out Right**"). Member Institution is permitted to opt out of the Agreement by providing written notice to the DEAL Operating Entity, which is responsible for notifying Wiley of the Member Institution (with sufficient identifying information) that is opting out at [DEALmemberlist@wiley.com](mailto:DEALmemberlist@wiley.com) by not later than October 1 before the start of any Contract Year of which Member Institution is opting out, and also for updating the list reflecting the Member Institutions. The opt out will be effective (and the Agreement terminated) as of January 1 of the subsequent Contract Year in which Member Institution provides timely notice, with no refund of amounts previously paid and such Member Institution will revert to the Status of Eligible Institution. Any Member Institution that exercises an Opt-Out Right will no longer enjoy the benefits of the Publishing Right, Access Right, or any other rights under this Agreement (except for the Perpetual Access Rights, where eligible under Section 3.4 [Perpetual Access Rights]), and the Agreement terminates as to that Member Institution. An Eligible Institution is permitted to opt back into the Agreement at any time during the Term, pursuant to the Opt-In Right process referenced above (the "**Renewed Opt-In**"). Such Eligible Institution becomes a Member Institution once again.
- 2.4. Wiley in its sole reasonable discretion is permitted to adjust the period for providing notice of the Opt-Out Right for Participating Institutions.
- 2.5. In order to provide seamless access and publication rights to Eligible Institutions participating under the 2019 Publish and Access Agreement as of the Effective Date, Wiley has agreed to provide access and publication rights to Qualified Institutions, for the avoidance of doubt, up to and including February 29, 2024.
- 2.6. DEAL Operating Entity will use best efforts to notify Wiley at [DEALmemberlist@wiley.com](mailto:DEALmemberlist@wiley.com) as soon as possible, and no later than within 7 days of being aware, whether any Eligible Institutions who participated under the 2019 Publish and Access Agreement will not be signing up to this Agreement.
- 2.7. For the avoidance of doubt, nothing in this Agreement waives liability for PAR Fees or APCs due under any previous agreement.
- 2.8. DEAL Operating Entity reserves the right to instruct Wiley to suspend the Publication Right and Access Right for a Member Institution in a case of the respective Member Institution's continued breach of their participation agreement with the DEAL Operating Entity, including but not limited to in case of unpaid charges by the respective Member Institution to the DEAL Operating Entity.

### 3. ACCESSRIGHT

- 3.1. **General Access Right.** Subject to the terms and conditions of this Agreement, Wiley grants to Member Institution and its Authorized Users, during the Term, and to Qualified Institution and its Authorized Users, a non-exclusive, non-transferable right and license to access, via Wiley Online Library, the Licensed Electronic Products as listed in Appendix B. For the avoidance of doubt, the access rights provided under this Section 3 [Access Right] are only available to Member Institutions and Qualified Institutions, thus, not available to Member Institutions who have exercised an Opt-Out Right and the opt out is in effect, with the exception of Perpetual Access Rights, where eligible under Section 3.4 [Perpetual Access Rights].
- 3.2. **Unlimited Concurrent Users.** The number of Member Institution and Qualified Institution's Authorized Users who may simultaneously access Wiley Online Library is unlimited.
- 3.3. **Intellectual Property Rights.** Member Institution acknowledges that the Electronic Products, Wiley Online Library, Author Services, WOAA, Dashboard, Wiley's other platforms, and the Intellectual Property Rights contained therein are protected by law. All rights not specifically licensed herein to Member Institution are expressly reserved by Wiley. The Licensed Electronic Products are solely for the personal, non-commercial use, namely scholarly, educational, or scientific research, use of the Authorized Users.
- 3.4. **Perpetual Access Rights.** Upon the earlier of termination or expiration of this Agreement and where Wiley has the right to deliver, Wiley will provide Member Institution with perpetual access to the Licensed Electronic Products published in any Contract Year in which the Member Institution either (a) was opted into the Agreement from at least March 1 through December 31 for that Contract Year or (b) the Member Institution was opted into the Agreement from at least June 1 through December 31 for that Contract Year and has exercised the Publishing Right (such that Eligible Articles, articles under the Late-Sign Up Provision, and Opt-Out Articles are paid for by that Member Institution) ("**Perpetual Access Rights**") and in accordance with this Section 3.4 and Section 9 [Term; Termination; Additional Rights]. Because the Agreement terminates for any Member Institution who has exercised the Opt-Out Right, the member may exercise their Perpetual Access Rights (if any) as of January 1 of the subsequent year after which notice of termination is given. For the avoidance of doubt, if such Eligible Institution opts back into the Agreement with a Renewed Opt-In, the Perpetual Access Rights do not cover the Opt-Out Period. When Perpetual Access is provided, Wiley, in its discretion, will either continue online access to the same material excluding any enhancements added to the Version originally published, or provide an archival copy in the electronic medium selected by Wiley, at a reasonable cost-based fee, and subject to the security requirements set forth in this Agreement. By providing Perpetual Access Rights, Wiley grants Member Institution a non-exclusive, royalty-free license to use such material in accordance with the restrictions on use specified in Section 5 [Terms and Conditions of Use], which restrictions survive any termination of the Agreement. Member Institution will retain Perpetual Access Rights to current electronic files and retrospective content, generally back to 1997, for any Journals in which Member Institution already had such rights from Wiley independent of this Agreement, such as rights under the 2019 Publish and Access Agreement. No Perpetual Access Rights are provided for any material included in Backfiles for the same journals.
- 3.5. **DeepGreen.** Pursuant to an agreed workflow, Wiley will deposit the final versions of Eligible Articles (i.e., versions of record) that are published open access under this Agreement with DeepGreen.

- 3.6. **Dark Archive.** The Parties agree that the DARK ARCHIVE LICENSE AND COOPERATION AGREEMENT (the "**TIB Agreement**") between Wiley and the Technische Informationsbibliothek ("**TIB**"), dated November 5, 2020, entered into in connection with the 2019 Publish and Access Agreement, will remain in effect as amended by Wiley and TIB, and shall apply to the Provision of the Dark Archive. The Parties intend that the TIB Agreement, as amended, will include, at least, the following provisions (which may be subject to adjustment as agreed between Wiley and TIB but in keeping with the purpose of the Dark Archive):
- 3.6.1. "Dark Archive" means the aggregation of Licensed Electronic Products provided by Wiley to the Dark Archive Responsible Entity (as defined below) for access by the Member Institutions and their Authorized Users solely in the event of a Trigger Event (as defined below).
- 3.6.2. "Dark Archive Responsible Entity" means a mutually agreed upon entity that has sufficient infrastructure, capabilities, and reputation such as the Technische Informationsbibliothek. Prior to receiving the Dark Archive, the Dark Archive Responsible Entity must agree to the terms and conditions regarding the Dark Archive provided herein.
- 3.6.3. "Trigger Event" means if Wiley makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or for reorganization or rearrangement under the bankruptcy laws, or if a petition in bankruptcy is filed against it and is not dismissed within 60 days after the filing, or if a receiver or trustee is appointed for the property or assets of Wiley or an equivalent or similar event or proceeding occurs in any Jurisdiction, or ceases its scholarly publication operations; or downtime of Wiley Online Library and/or a total loss of access by Member Institution to the Licensed Electronic Products, either of which are continuing for at least 30 days.
- 3.6.4. Subject to the terms of this Agreement, Wiley undertakes to provide the Dark Archive Responsible Entity with a Dark Archive of the Licensed Electronic Products for access by the Member Institutions and their Authorized Users subject to the following terms and conditions:
- 3.6.4.1. If there is a Trigger Event, Wiley grants the Member Institutions and their Authorized Users the nonexclusive, non-transferable right to access the Licensed Electronic Products in the Dark Archive via the Dark Archive Responsible Entity's Secure Network or a third party Secure Network commissioned by the Dark Archive Responsible Entity (subject to the approval of such third party by Wiley and provided that the Dark Archive Responsible Entity remains responsible for performance), subject to the terms of this Agreement. In the event of a Trigger Event that lasts 30 days or more, the Dark Archive Responsible Entity will provide aggregated usage statistics for the period of access to Wiley.
- 3.6.4.2. Such use of and access to the Dark Archive must be deactivated as soon as technically possible on resumption of stable access to Wiley Online Library.
- 3.6.4.3. Except as provided herein, the Dark Archive must be kept completely dark, i.e., unavailable to the Member Institutions, their Authorized Users and all others, other than for purposes of long-term preservation and routine checking of data and System integrity.

#### **4. PUBLISHING RIGHT**

##### **4.1. Publishing Right.**

- 4.1.1. Wiley agrees, during the Term, subject to the terms and conditions of this Agreement,



4.1.1.1. to publish Eligible Articles open access in the Hybrid Journals as requested by Eligible Authors ("**Hybrid Journal Publishing Right**"); and

4.1.1.2. to publish Eligible Articles open access in Gold Journals as requested by Eligible Authors ("**Gold Journal Publishing Right**").

4.1.2. The applicable Hybrid Journals and Gold Journals under this Agreement are referenced in Appendix A. Wiley is permitted to change the lists of the Hybrid Journals and the Gold Journals from time to time (including but not limited to where there are adjustments to Wiley's portfolio of Journals, Hybrid Journals transition to fully open access Journals (i.e., Gold Journals)).

For the avoidance of doubt, the Publishing rights provided under this Section 4 [Publishing Right] are only available to Member Institutions and Qualified Institutions, and not to Member Institutions who have exercised an Opt-Out Right and the opt out is in effect.

4.2. **Open Access Author Agreement.** Before the Version of record is published, Eligible Authors of Eligible Articles (and, if different, the owner of any Copyright in such articles), must sign Wiley's then-current open access author agreement. Eligible Authors will be able to select from the following Creative Commons licenses, as applicable for the particular Journal: Attribution International (CCBY), Attribution Non-Commercial International (CCBY-NC), Attribution No-Derivatives International (CCBY-ND), or Attribution Non-Commercial No-Derivatives International (CCBY-NC-ND). The publication workflow will, whenever possible, direct Eligible Authors to CCBY.

4.3. **WOAA Workflow.**

4.3.1. **Hybrid Journals.** Under the Hybrid WOAA Workflow, the Eligible Author, as designated on Submission of an Eligible Article, or subsequently identified as such within Author Services, must identify the Eligible Author's affiliation with a Member Institution or Qualified Institution, by selecting from a standardized list of institutions in the electronic editorial Office Submission and Author Services Systems. Once the affiliation is identified, the Eligible Author will be presented with a choice of Publishing open access. Wiley will include sufficient Information and guidance to encourage Eligible Authors to publish open access as part of this Agreement (so long as the correct affiliation of the Eligible Author is captured in Wiley Systems' metadata).

4.3.2. **Gold Journals.** Under the Gold WOAA Workflow, the Eligible Author (or the person who was designated the Eligible Author on Submission and) who has submitted an Eligible Article in the editorial office Submission System must input the affiliation of the Eligible Author by selecting an Institution from a standardized list and, for some Gold Journals, also answer a publication Charge question in order to request that the article is covered as an Eligible Article under this Agreement. In addition, as to Flip Articles, the Parties expect the workflow to follow that for Gold Journals and will update the workflows for Flip Articles as needed during the Term.

4.4. **Non-Standard Workflow.** For Hybrid Journals that do not follow the WOAA Workflow, Wiley will make reasonable efforts to inform the Eligible Author that the Eligible Articles are meant to be published open access under this Agreement where the Eligible Author has identified an affiliation with a Member Institution or Qualified Institution in the electronic editorial office Submission System.

4.5. **Wiley will:**

4.5.1. be responsible for identifying the potentially eligible authors under this Agreement (subject to the verification process set forth below in Section 4.8);

- 4.5.2. not Charge an Eligible Author an APC for any Eligible Article as long as the Eligible Author follows the WOA or the Non-Standard Workflows. If the WOA or the Non-Standard Workflows are not followed, any APC subsequently incurred by the Eligible Author is not covered by this Agreement. If an Eligible Author follows the WOA or Non-Standard Workflows but did not select open access Publishing, and requests Wiley to change the publication basis, Wiley will do so, and the Eligible Article will be covered by this Agreement;
  - 4.5.3. include the Member Institution in the account list for all Hybrid Journals and Gold Journals as an account holder;
  - 4.5.4. provide a link for Member Institution on the Institutional Account List on Author Services;
  - 4.5.5. identify on Wiley Online Library the Hybrid Journal and Gold Journal articles that are open access;
  - 4.5.6. make reports of account activity available to the Member Institution and DEAL Operating Entity via the Dashboard;
  - 4.5.7. provide the article record in the Dashboard with all necessary metadata including, but not limited to, name, ORCID (if provided) and email address of all authors, full name of author's affiliation (e.g., university), acceptance date, journal title, article DOI (if applicable), article title, article Classification (and the Parties will discuss whether Wiley could develop the Dashboard to include additional metadata, e.g. the Submission date);
  - 4.5.8. use best efforts to include the following note in the Version of record of the Eligible Articles: "Open Access funding enabled and organized by Projekt DEAL", and correct any articles that are missing the note where Wiley is made aware the note is missing. (Failure to provide such note will not constitute breach of this Agreement.);
  - 4.5.9. deliver article metadata including open access license information to CrossRef and other relevant parties;
  - 4.5.10. only invoice Eligible Articles after the online publication date;
  - 4.5.11. upon request of the Eligible Author and where permitted under the Agreement, Wiley will facilitate the changing of the license for Eligible Articles to CCBY in case Eligible Authors selected a different Creative Commons license.
- 4.6. **Late Sign-Up Provision (Coverage of Hybrid Journal and Gold Journal Articles).** If a Member Institution opts in after January 1 in any Contract Year, the Publishing Right will cover the full Contract Year. To that end, articles will be regarded as Eligible Articles that satisfy the requirements of Subsections (a), (b), and (d) of the Eligible Article Definition and, specifically:
- 4.6.1. for Hybrid Journals, articles that were accepted for publication in a Hybrid Journal (i.e., a Hybrid Journal as of the date of the acceptance of the article) on a subscription basis for which the author has not yet selected the publication basis (subscription or open access, and thus, for clarity such author would not have signed Wiley's open access agreement as otherwise provided under Subsection (d) of the Eligible Author Definition), where such acceptance occurred between January 1 of the same year and the opt-in date of the Member Institution, or
  - 4.6.2. for Gold Journals, articles that were submitted for publication (but not yet published) in a Gold Journal (i.e., in a Gold Journal as of the date of Submission of the article, except that articles submitted to Hindawi Journals are excluded from the rights granted in this Section 4.6.2) and for Flip Articles in particular, accepted for publication in a Gold Journal, where such Submission occurred between January 1 of the same year and the opt-in date of the Member Institution.

4.6.3. Articles eligible under 4.6.1 and 4.6.2 will be identified by Wiley and the Eligible Author contacted to offer OA Publishing under the Agreement. For Hybrid Journals, where the Eligible Author declines the offer or does not respond, the Eligible Article will be counted as an Opt-Out Article for that Contract Year.

**4.7. OA Conversion Right for Opt-Out Year(s) or Earlier Contract Year(s) (Coverage of Hybrid Journal Articles).** For an Eligible Institution that (a) exercises the Renewed Opt-In Right, or (b) exercises the initial Opt-In Right after Contract Year One, such Institution has the right (the "**OA Conversion Right**") to request to cover articles published on a subscription basis, in the case of category (a) articles already published during the Opt-Out Period, and in the case of category (b) articles already published during the Term prior to the Eligible Institution exercising the Opt-In Right, insofar as such articles satisfy the requirements of the Eligible Article Definition Subsections (a), (b) (but for clarity such author would not have signed Wiley's open access agreement as otherwise provided under Subsection (d) of the Eligible Author Definition), and (d).

4.7.1. To exercise the OA Conversion Right, Member Institution must request from Wiley a list of articles eligible for conversion under this Section 4.7, and Wiley will provide the list of any such articles. Then, Member Institution must select the articles they would like to convert and inform Wiley in writing about their selection. Wiley will contact the Eligible Authors of the selected articles for final approval, and the Eligible Author must then confirm the conversion of their article to open access publication and sign Wiley's then-current open access author agreement.

4.7.2. All articles covered via the OA Conversion Right will be subject to the applicable PAR Fee for the Hybrid Journal in which the converted article is published, and will be invoiced via the regular invoicing process under the Payment Terms.

4.7.3. For the avoidance of doubt, where the Eligible Author declines, or does not respond to, the offer to convert their article to open access publication as described in this Section 4.7, these articles will not be converted to open access publication nor counted towards the Opt-Out Articles (because Opt-Out Articles are only counted for the current year).

**4.8. Verification Process.**

4.8.1. Wiley will identify potentially eligible authors through at least one of the following Parameters: their Organization name; their e-mail domain; or persistent identifier, such as Ringgold or another recognized institutional identifier, and then request verification from the OA Admin that the author is an Eligible Author.

4.8.2. Wiley will undertake activities to identify potentially eligible authors who may have missed identification under the "WOAA Workflow". Where these authors meet the criteria as an Eligible Author, Wiley will contact the author to offer open access Publishing under the Agreement. Where the author accepted the offer, the request for open access Publishing will be routed to the relevant Dashboard. Where the author explicitly rejects the offer, or fails to reply, the article will be treated as an Opt-Out Article.

- 4.8.3. It is the sole responsibility of the OA Admin to verify, within their Dashboard, that the author qualifies as an Eligible Author (as defined herein), and the OA Admin will exercise good faith in the interest of fulfilling the intent of this Agreement to facilitate open access publication of research in Germany. The OA Admin will approve or deny requests for verification from Wiley within 5 days. If the OA Admin requires more time, they must notify Wiley and Wiley will provide a reasonable extension. Wiley reserves the right to review denied requests against the criteria of Eligible Authors. If Wiley believes that the Member Institution is applying the criteria of Eligible Authors incorrectly, Wiley will present such evidence to the DEAL Operating Entity and work in good faith to reach a resolution.
- 4.9. **Editorial Independence.** Nothing herein will oblige Wiley to publish any article submitted to Wiley by an Eligible Author. Member Institution acknowledges that the selection of material to be published is entirely at the discretion of Wiley/the editors. Wiley is permitted to elect not to publish any Eligible Article or Opt-Out Article, and/or permitted to retract, withdraw, or publish a correction or other notice for an article accepted for publication, if for any reason, in Wiley's reasonable judgment, such publication would be inconsistent with the Core Practices and associated guidelines set forth by the Committee on Publication Ethics (<https://publicationethics.org/core-practices>) or would result in legal liability, violation of Wiley's ethical guidelines, or violation of Journal ethical practices. DEAL Operating Entity and Member Institution each waive any Claim it or they may have against Wiley in the event that Wiley or its editors refuse or decline to publish any Eligible Article or Opt-Out Article (or part thereof) submitted by an Eligible Author, or retract, withdraw, publish a correction or other notice with respect to any Eligible Article or Opt-Out Article published by Wiley under this Agreement. Where an Eligible Article or Opt-Out Article is retracted or withdrawn, the APC or PAR Fee, as applicable, remain payable and are not refundable. An article will be considered to be selected for publication once the Eligible Author has been notified that the article has been accepted and Wiley has received the applicable, signed author agreement.
- 4.10. **Opt-Out Articles.** DEAL Operating Entity, Wiley, and Member Institution agree to work together in good faith to minimize any authors opting out of the open access Publishing rights under this Agreement, through education and outreach to authors, librarians, institutions, and societies, and Wiley will make reasonable efforts to provide workflows that minimize such opt outs. That said, the Parties recognize that an author may elect not to publish their accepted article open access in a Hybrid Journal, and such article is deemed an Opt-Out Article. For the avoidance of doubt, where the Eligible Author does not register a selection in Author Services, or does not respond to an offer outside the workflow, the Eligible Article will be considered an Opt-Out Article. Wiley will provide Member Institutions and DEAL Operating Entity with information on Opt-Out Articles, and DEAL Operating Entity or the applicable Member Institution may contact authors to change the publication basis for their article, and where the author requests that Wiley change the publication basis to open access, Wiley will work in good faith with the author to convert such articles to open access.

## 5. TERMS AND CONDITIONS OF USE

- 5.1. The rights and restrictions governing access to Wiley Online Library and the Electronic Products by Member Institution and its Authorized Users, and Qualified Institution and its Authorized Users, are outlined in this Section 5. Authorized Users may download, search, retrieve, display and view, copy and save to a Secure Network or other electronic storage media and store or print out single copies of individual articles, chapters or entries in the Licensed Electronic Products for the Authorized User's own personal use, namely scholarly, educational or scientific research or internal business use. Authorized Users may also transmit such material to a third-party colleague in hard copy or electronically, for personal use, namely scholarly, educational, or scientific research or Professional use, but in no case for the following uses: re-sale; systematic distribution, e.g., posting on a listserv or network (including distribution through social networking websites, scholarly collaboration networks (SCNs), except it is permissible to post on an SCN that has signed up to the STM sharing principles and solely in accordance therewith (see <https://howcanishareit.com>); or automated delivery; or for any other use not expressly permitted herein. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from individual articles, chapters or other entries from the Licensed Electronic Products in the Authorized User's own scientific, scholarly and educational works such as books and articles. This right does not extend the use of material, including images or figures that are separately listed as the Copyright of a third party.
- 5.2. All Authorized Users have the Option to create a My Profile Page, which will allow them to create data files and links to articles, chapters and entries of interest in the Licensed Electronic Products, and search criteria, which may be reused by them. To do so, the Authorized User will have to select and register a username and password which the Authorized User must keep confidential and not disclose it to or share it with anyone else.
- 5.3. Member Institution and its Authorized Users may create links to Wiley Online Library from their Online Public Access Catalog (OPAC) records, library catalogs, link resolvers, locally hosted databases or library web pages, provided those links are operated by Member Institution on a Secure Network, do not result in access to licensed content by anyone other than Authorized Users, and are not used in connection with any paid or commercial Service or for any other commercial use whatsoever. Authorized Users may search, view, and browse Licensed Electronic Products using the interface provided by Wiley.
- 5.4. Authorized Users who wish to text and data mine the Licensed Electronic Products for non-commercial purposes may do so by using the Wiley TDM API, in accordance with Section 60d of the German Act on Copyright and Related Rights (Urheberrechtsgesetz - UrhG). Authorized Users will need to accept Wiley's Text and Data Mining Agreement to receive an API token. The Text and Data Mining Agreement is available at Text and Data Mining - Librarians - Find training and support - Wiley Online Library. Except as permitted in the Text and Data Mining Agreement, automated searching, robotic searching and/or decompilation are strictly prohibited.

- 5.5. Wiley, the DEAL Operating Entity, and the Member Institution all acknowledge the challenges and complexities created by rapidly emerging technologies such as AI technologies, and commit to mutual support in developing policies and protocols for all parties' benefit. Member Institution and its Authorized Users may not, without Wiley's express written permission, (a) use or copy the Licensed Electronic Products or any substantial part thereof as input for artificial intelligence (AI) tools or technologies; (b) use or enable AI technologies (machine learning models) to ingest, train, test, analyze, process, copy, distribute, make publicly accessible, and/or generate Output based on the Licensed Electronic Products or any part thereof; or (c) upload or copy the Licensed Electronic Products or any part thereof to or for use in AI technologies directly or indirectly (e.g., through the use of third-party plugins associated with those AI technologies). The foregoing restrictions do not apply to Licensed Electronic Products made available under a CClicense, for which the terms of the respective CClicense apply (including but not limited to the requirement of attribution). AI Tools and Technologies means Software that is developed with one or more computational techniques such as machine learning approaches, including supervised, unsupervised and reinforcement learning, deep learning, and can, for a given set of human-defined objectives, generate Outputs such as content, predictions, recommendations, or decisions. Nothing in this Section 5.5 is intended to restrict Authorized Users' rights explicitly granted under applicable German Copyright law. The Parties will discuss periodically as needed developments in applicable law during the Term concerning the lawful and ethical use of AI tools or technologies.
- 5.6. Authorized Users who are members of Member Institution faculty or staff may download and print out multiple copies of material from Licensed Electronic Products for the purpose of making a multi-source collection of information for classroom use (course-pack) or a virtual learning environment, to be distributed to students at Member Institution free of Charge or at a cost-based fee. Material from Licensed Electronic Products may also be stored in electronic format in secure electronic data files for access by Authorized Users who are students at Member Institution, as part of their course work, so long as reasonable access control methods are employed such as username and password.
- 5.7. Member Institution's library staff may supply to another library, upon request by that library, either a single paper copy or an electronic copy of an individual document from the Licensed Electronic Products, for the purpose of research or private study. The electronic copy must be in PDF format, supplied by secure electronic transmission and must be deleted by the recipient library immediately after printing a paper copy of the document for its user.
- 5.8. All Authorized Users are bound by the Terms of Use which are available at <https://onlinelibrary.wiley.com/terms-and-conditions>. Wiley reserves the right to modify such Terms of Use as described therein and should any major concerns arise with respect to the modifications, the Advisory Board will review the case.
- 5.9. Except as expressly provided in Section 5.1 above (beginning with the permitted uses after the first sentence), Sections 5.2-5.4, and Sections 5.6-5.7, or with respect to material published on an open access basis (which material is governed by the corresponding open access license), neither Member Institution, Qualified Institution, nor Authorized Users may copy, distribute, transmit or otherwise reproduce, sell, or resell material from the Electronic Products; post or store such material in any form or medium in a retrieval System, network or listserv; transmit such material, directly or indirectly, for use in any paid Service such as document delivery or list serve, or for use by any information brokerage or for systematic distribution, whether or not for commercial or non-profit use, or for a fee or free of Charge; or integrate material from the Electronic Products with other material or otherwise create derivative works in any medium. However, brief quotations by Authorized Users for purposes of comment, criticism or similar scholarly purposes are not prohibited herein.

- 5.10. Neither Member Institution, Qualified Institution, nor Authorized Users may remove, obscure or modify any Copyright or proprietary notices, author attribution or any disclaimer as they appear on Wiley Online Library, the Electronic Products, WOAA, or Dashboard.
- 5.11. Neither Member Institution, Qualified Institution, nor Authorized Users may do anything to restrict or inhibit any other Authorized User's access to or use of Wiley Online Library, the Licensed Electronic Products, Author Services, WOAA, or Dashboard.
- 5.12. If an Authorized User fails to abide by these Terms and Conditions of Use or other terms of this Agreement, infringes Wiley's Intellectual Property Rights, or DEAL Operating Entity or a Member Institution or Qualified Institution hosts an authentication method and Parameters that have been identified as abusive or malicious, Wiley reserves the right in its sole reasonable discretion to suspend or terminate access to Wiley Online Library, the Licensed Electronic Products, WOAA and Dashboard by such Authorized User or to terminate the authentication method and Parameters immediately without notice, in addition to any other available remedies, and DEAL Operating Entity and Member Institution will assist Wiley as necessary. Except in the case of a material breach that Wiley deems dangerous to the integrity and security of Wiley Online Library, or for a breach which, if not immediately remedied, is likely in Wiley's opinion to continue to cause damage, Wiley will give prior written notice to DEAL Operating Entity and Member Institution of its intention to terminate such access and will allow DEAL Operating Entity and Member Institution and/or the Authorized User as applicable 30 days after receipt of such notice to cure the breach or agree to abide by the terms and conditions of this Agreement. DEAL Operating Entity and Member Institution must notify Wiley when malicious credentials associated with the offending authentication method and Parameters have been remediated. Wiley will immediately restore Services upon notification that credentials associated with the abusive or malicious activity have been remediated.
- 5.13. For the avoidance of doubt, no part of this Section 5 [Terms and Conditions of Use] is intended to and/or shall be construed to restrict Member Institutions', Qualified Member's, or Authorized Users' rights explicitly granted under applicable German Copyright law or other German laws.

## **6. FEES AND CHARGES FOR THE ACCESS RIGHT AND PUBLISHING RIGHT**

- 6.1. **DEAL Operating Entity Payment Obligation.** DEAL Operating Entity is responsible for collecting and making all payments, including payment of PAR Fees and APCs, due under this Agreement, in accordance with the terms in this Section 6 [Fees and Charges for the Access Right and Publishing Right]. Each Eligible Article (including each Flip Article), article under the Late Sign-Up Provision, article under the OA Conversion Right, and Opt-Out Article will be paid for and only be paid for once.
- 6.2. **Hybrid Journals**
  - 6.2.1. **PAR Fee.**
    - 6.2.1.1. The Baseline PAR Fee that corresponds to each of Tiers 1, 2, and 3 is referenced in Appendix A.

- 6.2.1.2. While the Baseline PARFee for each Tier remains fixed during the Term, unless adjusted pursuant to Section 6.5 [Special Process for Negotiation of Possible Adjustment to PARFees], the Hybrid Journals within each Tier are subject to annual change each Contract Year on a prospective basis in Wiley's reasonable discretion. Wiley agrees to engage in a consultation process with DEAL Operating Entity before implementing changes to the Tiers, which will become effective January 1 of each Contract Year. Wiley will endeavor to provide notice of such prospective changes by August 31 during any Contract Year, with the understanding that Wiley may not have confirmation of societies/journals joining (or leaving) Wiley's portfolio by that date and thus there could be further adjustment to the Tiers on that basis. Wiley will provide supporting information for such changes to enable DEAL to assess how the new Tiers align with the predefined criteria referenced below. If DEAL Operating Entity has any doubts or concerns about the alignment, both Parties commit to having an in-depth discussion in an effort to resolve these concerns. The PARFee at the time of acceptance applies (irrespective of invoicing date). Wiley will update the Tiers in the shared list maintained in the Keeper Platform.
- 6.2.1.3. **Predefined Criteria for Tiers.** Tier 1 (Baseline PARFee €3,150) contains Hybrid Journals that deliver high levels of Service and impact as a result of Investment and alignment with relevant research communities. Tier 1 Journals meet one or more of the following criteria: employed Editors-in-Chief or Editorial Office staff, and/or Journals that deliver objectively high impact for their disciplines. In all cases, Tier 1 Journals also have a list price APC of at least €3,500. All Journals that are not in Tier 1 are allocated to Tier 2 or Tier 3, which are governed by ownership. Tier 2 includes all other society-owned Journals (Baseline PARFee €2,700) and Tier 3 includes all other Wiley-owned Journals (Baseline PARFee €2,200). Changes in APC alone are insufficient to move Journals between Tiers.
- 6.2.1.4. The fees for the German language Eligible Articles in the German Version of Angewandte Chemie (the "**Translated Version**") are 50% of the PARFee in accordance with the corresponding Tier for Contract Year One. For the avoidance of doubt, the English language translated Eligible Articles in the Angewandte Chemie International Edition are calculated at the full PARFee in accordance with the corresponding Tier. For Contract Year Two onwards that single, full PARFee covers both the English and Translated Version of the Angewandte Chemie articles.
- 6.2.2. In consideration of Wiley's Provision to stand ready to provide the Access Right and the Publishing Right available to use for Member Institutions and Qualified Institutions, DEAL Operating Entity shall pay the applicable PARFee that corresponds to the Hybrid Journal in which each Eligible Article (including each Flip Article), article under the Late Sign-Up Provision, and article under the OA Conversion Right, is accepted for publication and is approved by DEAL Operating Entity or Member Institution.
- 6.2.3. **Minimum Payment.** In Contract Years One through Three, DEAL Operating Entity will pay Wiley an annual advance, minimum, non-refundable, non-recoupable payment (based on the Parties' 2019 Publish and Access Agreement, and extensive fact-based research of forecasted, anticipated publish and access activities which form the basis of the fees under the Agreement, and the Services Wiley is providing under this Agreement) ("**Minimum Payment**") as follows:
- 6.2.3.1. Minimum Payment 1: €15,000,000, due March 31, 2024;
- 6.2.3.2. Minimum Payment 2: €10,000,000, due January 31, 2025;
- 6.2.3.3. Minimum Payment 3: €5,000,000, due January, 31, 2026.
- 6.2.4. **Application of Minimum Payment and Invoicing.**



- 6.2.4.1. **Member Institutions.** For Contract Years One through Three, Wiley will draw down from the Minimum Payment the (a) Eligible Articles at the applicable PAR Fee that corresponds to the Hybrid Journal in which the articles are accepted for publication and approved by DEAL Operating Entity, and (b) Opt-Out Articles at the applicable PAR Fee that corresponds to the Hybrid Journal in which the articles are accepted for publication and approved by DEAL Operating Entity. The Parties anticipate the articles covered by this Agreement will exceed the Minimum Payment due for Contract Years One through Three. Once the Minimum Payment is depleted, Wiley will invoice DEAL Operating Entity monthly for the approved Hybrid Journal Eligible Articles (and no sooner than March 31 in each of Contract Years One through Three) and DEAL Operating Entity will pay the invoices in accordance with the Payment Terms.
- 6.2.4.2. **Qualified Institutions.** For Qualified Institutions that Opt-In via a Sign-Up Letter (thus becoming a Member Institution), Wiley will invoice DEAL Operating Entity (a) for Eligible Articles at the applicable PAR Fee that corresponds to the Hybrid Journal in which the articles are accepted for publication and approved by DEAL Operating Entity, and (b) Opt-Out Articles at the applicable PAR Fee, commencing March 31, 2024 and DEAL Operating Entity will pay the invoices in accordance with the Payment Terms. If the Qualified Institution does not Opt-In via a Sign-Up Letter, Wiley will invoice the Qualified Institution directly for the relevant amount and DEAL Operating Entity will reasonably assist Wiley in obtaining the payments from such Qualified Institution (but will not be liable for any charges not paid by any non-in-opting Qualified Entity).
- 6.2.5. **Opt-Out Articles.** DEAL Operating Entity shall pay Wiley for the Opt-Out Article(s) in accordance with the applicable PAR Fee that corresponds to the Hybrid Journal in which said article(s) is accepted for publication and is approved by the OA Admin at Member Institution or Qualified Institution, or by DEAL Operating Entity on their behalf. In the interest of providing authors ample opportunity to elect to publish open access under this Agreement, once the Minimum Payment is depleted, Wiley will invoice DEAL Operating Entity for the Opt-Out Articles on an annual basis after the end of each Contract Year in accordance with the Payment Terms.
- 6.2.6. **Funding Approval.** The OA Admin at DEAL Operating Entity, Member Institution, or Qualified Institution will approve funding requests on acceptance of the article for Hybrid Journals.
- 6.2.7. **Reporting.** Wiley will provide DEAL Operating Entity with the following Hybrid Journal Publishing data for Eligible Articles on a monthly basis: DOI; acceptance date; publication date; name of journal; PAR fee; Corresponding Author; Corresponding Author Email; Member Institution (ID and name); License Type; Article Title. The report will include all Eligible Articles in Hybrid Journals that have been approved in a WOA by the DEAL Operating Entity, a Member Institution or a Qualified Institution, published, and have not previously been paid for by any other means. Separately, Wiley will provide DEAL Operating Entity with the following Hybrid Journal Publishing data for Opt-Out Articles on an annual basis: DOI; acceptance date; publication date; name of journal; PAR fee; Corresponding Author; Corresponding Author Email; Member Institution (ID and name); Request Status; Article Title; open access Status of article; author opt-in; Inst Verified; Last Audit Date. Wiley will work in partnership with DEAL Operating Entity to ensure that the data on Opt-Out articles is available throughout the Contract Year to allow Member Institutions to contact authors to encourage them to select open access.

### 6.3. Gold Journals.

- 6.3.1. **APCFees.** For publication of Eligible Articles in Gold Journals, Wiley will set up a WOAA for each Member Institution (if none exists as of the date of the Agreement). Wiley has discounted the APC (the "APC Discount") for the benefit of DEAL Operating Entity which is in the amount of 20% of Wiley's APC list price. DEAL Operating Entity shall pay the applicable APC for the Gold Journal in which each Eligible Article is accepted for publication and is approved by Member Institution or Qualified Institution or DEAL Operating Entity in accordance with the Payment Terms. For APC Fees in Gold Journals, the APC at the point of Submission applies. However, if the Qualified Institution does not Opt-In via a Sign-Up Letter, Wiley will invoice the Qualified Institution directly for the relevant amount and DEAL Operating Entity will reasonably assist Wiley in obtaining the payments from such Qualified Institution (but will not be liable for any charges not paid by any non-in-opting Qualified Entity).
- 6.3.2. **Funding Approval.** OA Admin at Member Institution, Qualified Institution, or DEAL Operating Entity will approve funding requests on Submission of the article for Gold Journals.
- 6.3.3. **Reporting.** Wiley will provide DEAL Operating Entity with the following Gold Journal Publishing data on a monthly basis: DOI; Submission date; acceptance date; publication date; name of journal; Amount Charged; Corresponding Author; Corresponding Author Email; Member Institution (ID and name); License Type; Article Title. The report will include all Eligible Articles in Gold Journals that have been approved in a WOAA by a Member Institution or Qualified Institution, accepted for publication, and have not previously been paid for by any other means.
- 6.3.4. **Invoicing.** Wiley will issue the invoice for Gold Journal Publishing on a monthly basis. DEAL Operating Entity will pay the invoices in accordance with the Payment Terms.

### 6.4. General Fees Terms.

- 6.4.1. **Validation.** For Eligible Articles, approval in the Dashboard shall be considered validation of the article. Only Eligible Articles that have been published online shall be invoiced accordingly on a monthly basis under the Payment Terms. In the event DEAL Operating Entity provides written notice of a good faith objection to an article's eligibility or the amount charged adjustments to the invoiced amount would be added to the subsequent invoice following agreement to the adjustment report. For Opt-Out Articles, the Parties agree to work collaboratively to validate articles with the Member Institutions (or Qualified Institution) throughout the year, so as to agree on a final list by January 31 of the following year (the "**Final Annual Report**"). Wherever possible, the Parties will ensure authors have the opportunity to publish open access. If there is a dispute regarding the validation of an Opt-Out Article, the Parties will work together in good faith to reach an agreement on the article count within 20 working days of the Final Annual Report. The Final Annual Report for each Contract Year will be considered to be the sum total of the Eligible Articles invoiced for that Contract Year plus the Opt-Out Articles for that Contract Year.
- 6.4.2. **Accepted Article Counts.** For the purposes of reporting and accounting between the Parties, the count of accepted Hybrid Journal articles will be reported monthly. The Accepted Article Count is defined as the sum total of Hybrid Journal articles with an acceptance date within the relevant timeframe, including Eligible Articles and Opt-Out Articles. Accepted Article Counts are not calculated on the date of invoicing.
- 6.4.3. **Allocation.** Wiley is permitted to allocate the revenues, including but not limited to the PAR Fees, received under this Agreement at Wiley's discretion to its portfolio of Journals as it deems appropriate.

## 6.5. Special Process for Negotiation of Possible Adjustment to PAR Fees.

- 6.5.1. The Parties acknowledge the importance of maintaining a cooperative and collaborative relationship that is responsive to changing market dynamics, budget developments, sustainability of their Cooperation and of scientific societies, and taking into account the interests of both Parties. Accordingly, in the spirit of fairness, transparency, and mutual benefit, the Parties agree to the following specific mechanism for potentially adjusting the fees under this Agreement:
- 6.5.1.1. In Contract Years Two and Four (2025, 2027), Wiley has the right to propose that DEAL Operating Entity consider a reasonable adjustment in the Baseline PAR Fees, with effect in the subsequent Contract Year (the "**Proposal**"). Specifically, on or before July 15, 2025, in Contract Year Two, Wiley may make such Proposal to DEAL Operating Entity, and the Parties will discuss the Proposal seriously, each having exercised their reasonable discretion, and in good faith, intending to arrive at a mutually acceptable solution considering the criteria mentioned below. The Parties will ensure that the process of the discussions includes, for example: (i) prompt initiation of discussions upon receipt of the Proposal; (ii) sharing relevant information and data with the other Party; (iii) a commitment to fair and open communication throughout the discussions; (iv) not unreasonably withholding or delaying of the discussions.
- 6.5.1.2. Relevant criteria for Wiley's Proposal include: (i) market conditions; (ii) past or future Investments by Wiley into the Journals; (iii) Wiley's Investment into the Publishing infrastructure (e.g. Authors' workflows, Librarians' dashboards); (iv) global progress of the transition to open access; (v) general cost increases; (vi) budget considerations of libraries; (vii) Investments of DEAL Operating Entity in the Projekt DEAL infrastructure benefitting institutions and authors, as well as Wiley; and (viii) the interests of both Parties' stakeholders including those of scientific societies.
- 6.5.2. If Wiley makes such Proposal, the Parties will be obliged to reach a fair, equitable, and considered decision on the Proposal by August 15, 2025, after applying their respective analyses in good faith. If the Parties do not reach an agreement on the Proposal in written form, Wiley or DEAL Operating Entity is permitted to provide written notice of termination of the Agreement on or before October 1, 2025, with effect as of January 1 of the subsequent Contract Year, provided, however, if DEAL Operating Entity, during the discussions regarding Wiley's Proposal makes an alternative request and the Parties do not agree on DEAL Operating Entity's request, DEAL Operating Entity is not permitted to exercise a termination right. If no such termination notice is given as just described, the Agreement remains in effect. If the Agreement remains in effect, Wiley is permitted to initiate the same mechanism on or before July 15, 2027 (with the same subsequent deadlines of August 15, 2027 and October 1, 2027), for Contract Year Five (2028); and if after following the same process and applying the same rights, no such termination notice is given, the Agreement remains in effect for Contract Year Five.

6.6. **Taxes.** DEAL Operating Entity is responsible for any applicable direct or indirect local, state, federal, or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, sales, use, or withholding taxes where required by law. DEAL Operating Entity will pay to Wiley-VCH GmbH the full amount of any invoice, regardless of any deduction that DEAL Operating Entity believes it is required by law to make, such that the net amount received by Wiley-VCH GmbH equals the full amount that would have been received had no such deduction or withholding been required. All Fees required by this Agreement are exclusive of any applicable taxes. DEAL Operating Entity warrants that, where applicable to DEAL Operating Entity, it is registered for VAT under applicable law and will promptly inform Wiley in the event that this changes. If upon audit Wiley is assessed additional value-added taxes in connection with this Agreement because DEAL Operating Entity is found not to be registered for VAT where applicable DEAL Operating Entity, Wiley reserves the right to invoice DEAL Operating Entity retroactively for any additional associated assessment for value-added taxes.

6.7. **Payment Terms.**

- 6.7.1. DEAL Operating Entity is solely responsible for the payments under this Agreement. Wiley will issue all invoices through Wiley-VCH GmbH to DEAL Operating Entity. DEAL Operating Entity must make all payments to Wiley within 30 days of the invoice date in accordance with the relevant invoice. Late payments will be subject to interest charges of 1% per month on the unpaid balance.
- 6.7.2. In addition to all other remedies available under this Agreement or at law, Wiley is entitled to suspend the Provision of any products or Services, including but not limited to the Access Right and the Publishing Right, if DEAL Operating Entity falls to pay any fees as due under this Agreement within the payment terms stated in the applicable invoice. If Wiley executes this Option, DEAL Operating Entity will not be entitled to any reduction in the payment due, nor refund due to the Suspension.
- 6.7.3. DEAL Operating Entity is responsible for ensuring that any third party authorized by DEAL Operating Entity to make payments on its behalf will promptly pay Wiley the full amounts due under this Agreement. For the avoidance of doubt, DEAL Operating Entity remains fully responsible for payment regardless of any third party used for payments.

7. **MUTUAL OBLIGATIONS.**

7.1. In addition to the obligations set forth herein, Wiley will:

- 7.1.1. make reasonable efforts to ensure uninterrupted online access to and continuous availability of the Licensed Electronic Products to Authorized Users in accordance with this Agreement, and to restore access to such Licensed Electronic Products as promptly as possible in the event of an Interruption or Suspension of the Wiley Online Library Service which is not attributable to any third-party Service provider over which Wiley has no control (e.g., an Internet or telecommunications Service provider);
- 7.1.2. provide aggregate usage statistics to Member Institution and the DEAL Operating Entity which are compliant with COUNTER Codes of Practice or conform to the then-prevailing industry Standard (except as otherwise specified in the attached Appendices) about the use of the Licensed Electronic Products by Member Institution's Authorized Users, consistent with applicable privacy laws and confidentiality requirements;
- 7.1.3. provide a Customer Success Manager (CSM) who works alongside the Member Institution's OA Admin and/or OA Representative, to ensure Member Institution and its Authorized Users have the resources and support needed to gain the most value from the partnership with Wiley.

7.2. In addition to the obligations set forth herein, Member Institution will:

- 7.2.1. take all reasonable measures to inform Authorized Users of the Terms and Conditions of Use stated in Section 5 above, and to emphasize to such Authorized Users the need to comply with whatever restrictions on access, use, reproduction and transmission are included therein;
- 7.2.2. make access available to Authorized Users only through the Member Institution's Secure Network; undertake reasonable measures within its control to prevent access to and improper use of Wiley Online Library, the Licensed Electronic Products, WOOA and Dashboard by unauthorized persons; and take responsibility for remediating such unauthorized access or use, and for terminating any unauthorized access of which it has actual notice or knowledge;
- 7.2.3. provide Wiley with information about the Member Institution's specific authentication method and valid Parameters which can be used by Wiley to authenticate Authorized Users. Member Institution represents that all such authentication method and Parameters will be limited to Member Institution's Secure Network. Member Institution is responsible for ensuring that all specific authentication methods and valid Parameters provided to Wiley correspond with the Member Institution's valid Parameters and are limited to the physical addresses specified in this Agreement. Without limiting Member Institution's obligations hereunder or Wiley's rights and remedies in the event of breach, Member Institution agrees to discuss in good faith payment to Wiley, if Wiley so requests, for any access to Wiley Online Library for any Parameters that do not meet the preceding criteria;
- 7.2.4. use all reasonable efforts to monitor compliance with the Terms and Conditions of Use and promptly notify Wiley of any infringement of its Intellectual Property Rights or unauthorized usage of the Electronic Products, which comes to Member Institution's attention; and cooperate with Wiley in the investigation of such infringement or unauthorized use and in actions, which Wiley takes to enforce its Intellectual Property Rights, at Wiley's expense. Notwithstanding the above, Member Institution will not be responsible for such unauthorized use which is without the express or implied consent of Member Institution, provided that Member Institution has taken reasonable Steps to prevent such misuse and, upon learning of it, uses all reasonable efforts to ensure that such activity ceases, and notifies Wiley promptly of any such breach or infringement;
- 7.2.5. except with respect to material published on an open access basis, not and Authorized User will not incorporate any material from the Electronic Products into any institutional or other repository. Author agreements are separately negotiated with Wiley and include provisions about what authors may and may not do with respect to materials authored by them. Section 38 par. 4 of the German Act on Copyright and Related Rights (Urheberrechtsgesetz - UrhG) remains unaffected.

7.3. In addition to the obligations set forth herein, the Parties will collaborate on providing continued support and engagement with researchers and participating institutions in Germany, including:

- 7.3.1. **Operations.** Each Party will appoint an Agreement Administrator for collaboration and resolution of operational matters and workflows under this Agreement. The names and contact information of the Agreement Administrators as of the Effective Date are shared by the Parties in the Keeper Platform.

- 7.3.2. **Advisory Board.** The Parties agree to continue their advisory board consisting of representatives from Wiley, DEAL Operating Entity, and Member Institution as agreed by the Parties which was established in 2021 (the "**Advisory Board**"). The Advisory Board will act as a steering group to oversee the successful implementation of the Agreement throughout the Term. The Advisory Board will review progress, identify issues and Impediments arising, review Opt-Out Article volume and propose Solutions, and agree on remedial actions to ensure that the Agreement remains on track and consistent with the goals of the Parties. Wiley will cover all reasonable logistical costs associated with running the Advisory Board and members' attendance at meetings.
- 7.3.3. **Information and Communications support with special focus on showcasing the impact of the agreement.**  
 The Parties have committed to work together to continue engaging with researchers and participating institutions in a productive way. This includes, but is not limited to:
- 7.3.3.1. continue to engage with librarians and OA Admins to understand and best meet their needs and help address pain points in the transition to OA;
  - 7.3.3.2. organize workshops and trainings for researchers, librarians and OA Admins as appropriate;
  - 7.3.3.3. provide a central landing page with content to help librarians familiarize with the details of the Agreement and offer additional resources, e.g., FAQs;
  - 7.3.3.4. provide Open Access Librarians with bespoke 24/7 support for queries with Customer Support;
  - 7.3.3.5. commit to transparency and continued Information sharing, e.g., outcomes of the engagement with the DEAL Advisory Board.
- 7.3.4. **Communication Plan.** The Parties will work together on a joint Communications plan for the announcement of the Agreement, agreeing to the content and timeline for messages to stakeholders (such as librarians, authors, university leaders), as well as public Statements and press releases. The Parties intend to demonstrate publicly the spirit of their continued partnership and to educate German researchers about their options and choices when Publishing with or reading content from Wiley. No public Communications regarding this Agreement or the negotiation thereof will be made by either party until the Agreement is signed, and the Communications plan is agreed to by the Parties, and then only in accordance with such Communications plan.

## **8. PRIVACY AND DATA PROTECTION COMMITMENT.**

- 8.1. The Parties each recognize the importance of safeguarding personal data that is processed in the Provision of Services under this Agreement. The Parties each have established privacy programs with designated Data Protection Officer(s), as well as privacy policies that are regularly updated and memorialize a commitment to privacy and transparency to customers and partners. Each Party agrees to act in accordance with their applicable privacy policies. Wiley will act in compliance with its policy posted at [Wiley-VCH- Impressum/Datenschutz](#).
- 8.2. To comply with Regulation (EU) 2016/679 of the European Parliament and of the Council ("GDPR") and other applicable laws, Statutes, and regulations relating to data protection and privacy, the Parties have committed to the special terms set forth in the Data Protection Addendum for Independent Controllers in Appendix D.

## **9. TERM; TERMINATION; ADDITIONAL RIGHTS.**

- 9.1. **Term**
- 9.1.1. **General Term.** The Term of this Agreement commences on January 1, 2024 and ends on December 31, 2028 unless terminated earlier in accordance with Section 9.2.2 - 9.2.4 (the "**Term**"). Each calendar year (January 1 through December 31) within the Term is a "**Contract Year**."
- 9.1.2. **Opt-In Period and Opt-Out Period.** The opt-in period for a Member Institution commences as of January 1 of the respective Contract Year, and extends up to the earlier of the expiration or termination of the Agreement ("**Opt-In Period**"). With the Opt-In Right and Opt-Out Right, there may be more than one Opt-In Period during the Term. For an institution that has opted out and back into the Agreement pursuant to this Agreement, the period of opt out is the "**Opt-Out Period**."
- 9.2. **Termination Rights.**
- 9.2.1. **Opt-Out Right.** Pursuant to Section 2.3, a Member Institution is entitled to exercise an Opt-Out Right, which results in termination of the Agreement as to the Member Institution effective as of January 1 of the subsequent Contract Year in which notice is given.
- 9.2.2. **Failure to Meet Minimum Threshold.** The Parties intend maximum participation of Eligible Institutions in this Agreement.
- 9.2.2.1. The Baseline Member Value is calculated, throughout the Term, by totaling the article Output in 2022 for each member participating in 2019 agreement, expressed as a % of the total. Article Output is based on the 2022 true up for Hybrid Journal articles, and 2022 invoice reports for Gold Journal articles. The % of the total is calculated for each institution represented in the Member List and that represents the Baseline Member Value, where 100% is the total article Output from all members. As institutions opt into the new agreement, their respective % is added.
- 9.2.2.2. By February 29, 2024, if 85% of the Baseline Member Value is not reached, either Party can terminate the Agreement on written notice to the other Party no later than March 15, 2024, with such termination effective as of January 1, 2025. In Contract Years Two through Four, if the Baseline Member Value falls below 85%, Wiley may terminate the Agreement on written notice to DEAL Operating Entity; and if the Baseline Member Value falls below 70%, DEAL Operating Entity may terminate the Agreement on written notice to Wiley. Such notice may be given at any time after which the Baseline Member Value falls below the aforementioned thresholds, provided, however, the written notice must be given no later than October 1 during the Contract Year, with effect as of January 1 of the subsequent Contract Year.
- 9.2.3. **Special Termination Right Following Negotiation of Possible Adjustment to PAR Fees as set forth in Section 6.5.**
- 9.2.4. **Material Breach.** Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and fails to cure such material breach, provided that: (a) the non-breaching party will give written notice of its intention to terminate and will allow the breaching party 60 days after receipt of such notice to remedy the breach; and (b) where DEAL Operating Entity seeks to terminate due to a material breach by Wiley that is not cured, DEAL Operating Entity may terminate only as to the Member Institution materially affected by the breach and the Agreement will remain in effect for DEAL Operating Entity and each remaining Member Institution.
- 9.3. **Termination Obligations.**

- 9.3.1. Upon expiration or termination of this Agreement for any reason, including as to any Member Institution under the Opt-Out Right, DEAL Operating Entity must pay for any PAR Fees, APCs, or other fees incurred under this Agreement, and complete all payment obligations, even where invoicing occurs after such expiration or termination of the Agreement.
  - 9.3.2. Upon expiration or termination of this Agreement, the Parties agree to work together in good faith to negotiate a new agreement. Except for any Perpetual Access Rights, the Access Rights and Publishing Rights herein will terminate on the earlier of the expiration or termination of this Agreement.
  - 9.3.3. Wiley, in its sole discretion, may extend access to the Licensed Electronic Products for a limited period of time during the negotiation of a new agreement and subject to the Terms and Conditions of Use in Section 5 and the obligations in Section 7.2.
  - 9.3.4. Termination of this Agreement terminates the Agreement for all Member Institutions.
  - 9.3.5. DEAL Operating Entity is responsible for notifying each Member Institution of the expiration or termination of this Agreement in a timely manner. The Parties agree to work together in good faith for an orderly transition of Member Institutions to direct agreements with Wiley with the goal of uninterrupted access for Authorized Users and Publishing for Eligible Authors.
- 9.4. **Additional Rights.** For the avoidance of doubt, during the Term or anytime, Wiley is permitted to offer the Services and rights covered in this Agreement to any institution or customer who (a) is not a Member Institution and/or has exercised the Opt-Out Right; or (b) is not listed as an Eligible Institution.

## 10. WARRANTIES AND DISCLAIMERS.

- 10.1. Wiley represents and warrants that it has the right and authority to make the Licensed Electronic Products available to Member Institution pursuant to the terms and conditions of this Agreement and that, to the best of Wiley's knowledge, the Licensed Electronic Products do not infringe upon any Copyright, patent, trade secret or other proprietary right of any third party.
- 10.2. Wiley Online Library, the Electronic Products, Author Services, WOAA, and Dashboard may provide Authorized Users with links to third-party websites. Where such links exist, Wiley disclaims all responsibility and liability for the content of such third-party websites. Authorized Users assume sole responsibility for accessing third-party websites and the use of any content on such websites.
- 10.3. Except for the warranties provided by Wiley in Section 10.1 above,
  - 10.3.1. WILEY ONLINE LIBRARY, AUTHOR SERVICES, WOAA, DASHBOARD, THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSOR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;
  - 10.3.2. THE USE OF WILEY ONLINE LIBRARY, AUTHOR SERVICES, WOAA, DASHBOARD, THE ELECTRONIC PRODUCTS, AND ALL MATERIALS CONTAINED THEREIN IS AT THE AUTHORIZED USER'S OWN RISK;
  - 10.3.3. ACCESS TO WILEY ONLINE LIBRARY, AUTHOR SERVICES, WOAA, DASHBOARD, THE ELECTRONIC PRODUCTS MAY BE INTERRUPTED AND MAY NOT BE ERROR FREE; AND



- 10.3.4. NEITHER WILEY NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING WILEY ONLINE LIBRARY, AUTHOR SERVICES, WOAA, DASHBOARD, THE ELECTRONIC PRODUCTS, OR THE MATERIALS CONTAINED THEREIN, WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE AUTHORIZED USER'S USE OF OR INABILITY TO USE WILEY ONLINE LIBRARY, WOAA, DASHBOARD, THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN.
- 10.4. Wiley will indemnify and hold Member Institution or DEAL Operating Entity harmless from and against any damages, costs and fees (including reasonable attorney's fees) resulting from any judgment against Member Institution or DEAL Operating Entity, as the case may be, arising out of the claim of a third party that Wiley's license of the Licensed Electronic Products or Member Institution's use thereof as expressly permitted under this Agreement constitutes an infringement of any Copyright, patent, or trade secret of any such third party. This indemnity will survive termination of the Agreement for two years. This indemnity will not apply if the Claim involves content which has been modified or used in a manner not permitted under this Agreement or if Member Institution or DEAL Operating Entity has failed to comply with other material terms of this Agreement.
- 10.5. Each of Member Institution and DEAL Operating Entity must give prompt notice of an infringement claim against it to Wiley, provide such Cooperation and assistance to Wiley as is reasonably necessary to defend the claim, and allow Wiley to have the sole control of the defense, provided, however, that Member Institution and DEAL Operating Entity retains the right to participate in its specific defense at its own expense.
- 10.6. DEAL Operating Entity represents and warrants that it has been granted the authority to sign this Agreement and will compensate, indemnify, and hold Wiley harmless from and against any damages, costs and fees (including reasonable attorney's fees) as a result of such warranty being incorrect or misleading. This warranty and indemnity will survive the termination of the Agreement for two years. DEAL Operating Entity shall use best efforts to ensure each Member Institution complies with the terms of this Agreement and shall inform Wiley immediately if it has knowledge of a breach of the terms of this Agreement. Nothing in this Agreement shall make the DEAL Operating Entity liable for breach of the terms of this Agreement by any Member Institution or their Authorized Users provided that the DEAL Operating Entity did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

## 11. CONFIDENTIALITY PROVISIONS.

- 11.1. Any and all information disclosed by a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") in connection with this Agreement or in relation to either party's respective business, financial or corporate affairs, that is marked "confidential", "proprietary" or in some other manner to indicate its confidential nature, and any and all information that is clearly confidential by its nature is "**Confidential Information.**"

- 11.2. The Receiving Party shall use the Disclosing Party's Confidential Information solely for the purposes of negotiating and implementing this Agreement. The Receiving Party agrees to take reasonable care to protect the Confidential Information from disclosure to third parties and to limit disclosure of the Confidential Information to those employees or contractors of the Receiving Party who have a need to know in connection with this Agreement, and who have been made aware of, and agree to abide by, these restrictions. The Receiving Party's Obligation to maintain the confidentiality of the Confidential Information under this Section 11 will survive any termination or expiration of the Agreement for five years.
- 11.3. The Receiving Party will not have any Obligation to maintain the confidentiality of Confidential Information that (i) is known to or is rightfully received from a third party prior to its receipt from Disclosing Party without breach of any confidence by that third party; (ii) is or has been publicly disclosed without any Obligation to maintain such information in confidence; (iii) has been independently developed; or (iv) is Confidential Information that is required to be provided by law or by governmental or judicial order, provided that, where permitted, the Receiving Party gives the Disclosing Party prompt notice of such order, gives the Disclosing Party reasonable opportunity to contest or modify such order at the Disclosing Party's sole expense, and complies with any protective order (or equivalent) imposed on such disclosure.

## 12. **GENERAL PROVISIONS.**


- 12.1. **Assignment.** Wiley may assign this Agreement to its successors, subsidiaries or assigns, subject to the prior written approval of DEAL Operating Entity which will not be unreasonably withheld. DEAL Operating Entity may assign this Agreement to its successors or assigns, subject to the prior written approval of Wiley, which will not be unreasonably withheld so long as the successor or assignee commits to the obligations of DEAL Operating Entity and has sufficient assets and infrastructure. Except for the foregoing, the DEAL Operating Entity may not assign this Agreement.
- 12.2. **Dispute Resolution.** Prior to taking any legal action, the Parties agree to meet and confer in good faith on any matter of controversy, Claim, or dispute arising under or relating to this Agreement or a breach thereof (each, a "Dispute"). All Disputes shall first be addressed by the appropriate members of the Advisory Committee where such members shall engage in good faith discussions. If the Dispute cannot be resolved at the Advisory Committee, then the Parties shall escalate the Dispute as appropriate and may, if both Parties agree, refer any unresolved Disputes to mediation.
- 12.3. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of Germany. The exclusive place of jurisdiction for all disputes arising from or in connection with this Agreement is Munich, Germany. Each party hereby consents and submits to the jurisdiction of such court, waives any objection to venue in such court and consents to the Service of process by registered or certified mail, return receipt requested, at the last known address of such party.

- 12.4. **ForceMajeure.** Notwithstanding any other term in this Agreement, neither party's delay or failure to perform any Provision of this Agreement due to circumstances beyond its control (including, without limitation, war; civil disorder; strike; flood; fire; storm; accident; terrorism; governmental restriction; infectious disease; epidemic; pandemic; public health emergency; embargo; power, telecommunications or Internet failures; damage to or destruction of any network facilities; the enactment of any law, executive order, or judicial decree; or any other circumstance beyond a party's control whether similar or dissimilar to the foregoing) ("**Force Majeure**") will be deemed to be, or to give rise to, a breach of this Agreement. The party claiming Force Majeure will provide written notice of the circumstances (where possible) and will be entitled to a reasonable extension of time for performing such obligations. Where Wiley is claiming Force Majeure, Wiley will be entitled to implement a reasonable alternative where practical under the circumstances and if its inability to perform continues for more than 30 days or it is inadvisable or commercially impractical to perform due to Force Majeure, the Parties will renegotiate the terms set forth in this Agreement to mitigate the effects of the Force Majeure and the Parties will conduct all such renegotiations in good faith.
- 12.5. **Notice.** Any notice, request, Statement or other communication to be given hereunder to any party must be in writing addressed to Wiley at the address on page one, attention Executive Vice President, and with a copy to legalnotices@wiley.com, and to DEAL Operating Entity's Agreement Administrator at the address on Schedule 1, or mailed or delivered to such other address as each party may designate by notice given in like manner, and any such notice, request, Statement or other communication, will be deemed to have been given when received, except that if mailed by registered or certified mail, return receipt requested, or delivered by overnight Courier Service, it will be deemed to have been given when mailed as aforesaid or when delivered.
- 12.6. **Interpretation of Agreement.** This Agreement constitutes the complete understanding of the Parties and supersedes all prior understandings between the Parties with respect to the subject matter of this Agreement. No modification, amendment, or waiver of any provisions will be valid unless in writing and executed by the Parties. Any waiver in one or more instances by either of the Parties of any breach by the other of any terms or provisions contained in this Agreement will not be considered a waiver of any succeeding or preceding breach. In the event that any clause of this Agreement is determined to be void or unenforceable, the remainder of the Agreement will survive, and the Parties will negotiate in good faith to replace the void or unenforceable clause with a clause that most closely fulfills the purpose intended by the Parties. The Parties waive any rule of construction that requires that ambiguities in this Agreement be construed against the drafter.

AGREED AND ACCEPTED

**MPDL ServicesgGmbH**

**Wiley-VCHGmbH**

Signature:         

Name:     Frank Sander    

    Dr. Guido F. Herrmann    

Title:     Managing Director    

    Managing Director    

Date:     Nov 17, 2023    

    Nov 17, 2023

## **APPENDICES**

**APPENDIX A: Publishing Right**

**APPENDIX B: Database/Journals**

**APPENDIX C: Sample Sign-Up Letter**

**APPENDIX D: Data Protection Addendum for Independent Controllers**

## **APPENDIX A: Publishing Right**

### **A. PAR Fees**

The Baseline PAR Fees for each Tier as of the Effective Date are: Tier 1 - €3,150; Tier 2 - €2,700; Tier 3 - €2,200. The Hybrid Journals within each Tier are reflected on a list maintained by Wiley and DEAL Operating Entity on the Keeper Platform.

### **B. Hybrid Journal and Gold Journal Lists**

Wiley maintains up-to-date, lists of the Hybrid Journals and the Gold Journals, with the applicable list price APCs for each Gold Journal, which lists Wiley will make available on the Keeper Platform.

## **APPENDIX B: JOURNALS- The Database**

The Database will comprise all subscription-based journal titles published on Wiley Online Library including titles previously excluded from collections, transfer titles and newly launched Journals.

1. **Title List:** The complete list of titles included in the Database is made available by Wiley in the DEAL Title List on the Keeper Platform. In addition, Wiley will deliver on a periodic basis (to be mutually agreed by the Parties) an industry-standard KBART metadata file relating to the Licensed Electronic Products to the DEAL Operating Entity.
2. **Access:** The subscription will entitle Member Institution to online access to the electronic files of all content published in the Journals that comprise the Database during the Term and retrospective content, generally back to 1997, depending on the start date of online Publishing by Wiley. For the avoidance of doubt, this does not include any material included in Backfiles for the same Journals.
3. **Subscriptions to Journals not included in the Database:** Member Institution may subscribe to Journals not included in the Database by placing Orders directly via Wiley's Journal Customer Service Department at [cs-journals@wiley.com](mailto:cs-journals@wiley.com) or via a subscription agent. These subscriptions will not be covered by the terms of this Agreement.
4. **Member Institutions may purchase print subscriptions to Licensed Electronic Products at a discounted rate, if they had an equivalent subscription during the final year of the 2019 Publish and Access Agreement. The rate will be as set forth in that agreement. Print subscriptions may be ordered directly via the Wiley Customer Services department or through an agent.**

## APPENDIX C: Sample Sign-Up Letter

### ELIGIBLE INSTITUTION SIGN-UP LETTER AGREEMENT TO PUBLISH AND ACCESS AGREEMENT

Wiley-VCH GmbH on behalf of its parent Company John Wiley & Sons, Inc. and affiliates Wiley Periodicals LLC, John Wiley & Sons, Ltd, John Wiley & Sons Australia, Ltd, John Wiley & Sons A/S, and Hindawi Limited ("**Hindawi**") (collectively "**Wiley**") and MPDL Services gGmbH, Landsberger Str. 346, 80687 München, Germany ("DEAL Operating Entity"), have entered a certain Publish and Access Agreement dated January 1, 2024 (the "**Publish and Access Agreement**").

Eligible Institution:

Eligible Institution Address:

Eligible Institution Authentication Method:

SAML configuration or IP address range: \_\_\_\_\_

Data Protection Officer/Contact:

, (the "**Eligible Institution**") and, if applicable, its affiliated Eligible Institutions listed in an attached Schedule, desires to participate in the Publish and Access Agreement as a Member Institution, and, as set forth in the Publish and Access Agreement and Section 2 thereof, hereby agrees to the terms and conditions of the Publish and Access Agreement.

Therefore, by executing this Sign-Up Letter, the Eligible Institution (for itself and in the name and on behalf of its affiliated Eligible Institutions, if applicable) acknowledges, agrees to, and accepts the terms and conditions of the Publish and Access Agreement, and agrees to the following terms and conditions:

1. Definitions. As used in this Sign-Up Letter, except where expressly defined in this Sign-Up Letter, all capitalized terms which are defined in the Publish and Access Agreement have the same meaning in this Sign-Up Letter and are incorporated by reference.
2. The Eligible Institution appoints as its representative and grants the DEAL Operating Entity the limited power and authority to act on behalf of and in the name of the Eligible Institution (and its affiliated Eligible Institutions, if applicable) and to exercise all rights and obligations of the Eligible Institution for the performance of the Publish and Access Agreement and to sign, in the DEAL Operating Entity's sole discretion, the Publish and Access Agreement and any amendments thereto on behalf of the Eligible Institution.
3. The undersigned Eligible Institution has read and hereby agrees to be bound by the terms and conditions of the Publish and Access Agreement expressly applicable to Member Institutions, specifically (but not limited to), with reference to the following sections and appendices: (a) Section 1 [Definitions]; (b) Section 2 [Participation in this Agreement]; (c) Section 3 [Access Right]; (d) Section 4 [Publishing Right]; (e) Section 5 [Terms and Conditions of Use]; (f) Section 6 [Fees and Charges for the Access Right and Publishing Right]; (g) Sections 7.2., 7.2.1, 7.2.2, 7.2.3, 7.2.4, 7.2.5 [within Mutual Obligations]; (h) Section 9.1.2 [Opt-in Period and Opt-Out Period] and Section 9.2.1. [Opt-Out Right]; (i) Section 10 [Warranties and Disclaimers]; (j) Section 11 [Confidentiality Provisions]; (k) Section 12 [General Provisions]; and (l) APPENDIX B: JOURNALS- The Database; and APPENDIX D: Data Protection Addendum.
4. The undersigned Eligible Institution acknowledges that the fees payable under the Publish and Access Agreement are payable by the DEAL Operating Entity and the undersigned Eligible Institution has duly

authorized the DEAL Operating Entity to make any and all payments under the Publish and Access Agreement at its sole discretion.

5. Term. The Term of the Publish and Access Agreement commences on January 1, 2024, and ends on December 31, 2028, unless terminated earlier in accordance with the termination provisions of the Publish and Access Agreement. As set forth in Section 2.3 of the Publish and Access Agreement, a Member Institution is entitled to exercise an Opt-Out Right, which results in termination of the Agreement as to the Member Institution. Termination of the Agreement results in termination of the Agreement for all Member Institutions
6. The undersigned Eligible Institution acknowledges and agrees that the DEAL Operating Entity has the right to instruct Wiley to suspend the Publication Right and the Access Right for the Eligible Institution in a case of the Eligible Institution's continued breach of the Eligible Institution's participation agreement with the DEAL Operating Entity, including but not limited to unpaid charges by the Eligible Institution to the DEAL operating Entity, and Wiley has the right to suspend the Publication Right and the Access Right for the Eligible Institution.
7. The undersigned Eligible Institution agrees that it will be responsible for and make the payment of the fees due for the Access Right and Publishing Right with respect to the Eligible Institution and its Authorized Users as specified in the Publish and Access Agreement to the extent that the DEAL Operating Entity fails to make any such payment for the Access Right and Journal Publishing Right. However, the Eligible Institution shall not be obligated to make payments for such fees to Wiley if and to the extent a payment for the Access Right and Journal Publishing Right for which the fees are due have been made to DEAL Operating Entity already.
8. The undersigned Eligible Institution represents and warrants that (a) it has the requisite authority to agree to the provisions set forth in this Sign-Up Letter and in the Publish and Access Agreement, (b) it qualifies as an Eligible Institution as defined in the Agreement, and (c) if acting on behalf of one or more affiliated Eligible Institutions, (i) such Eligible Institutions are listed in a Schedule attached hereto without which Schedule undersigned Eligible Institution cannot enter the Sign-Up Letter on their behalf; (ii) it is fully and unconditionally authorized so to act and to bind such Eligible Institution(s) to the provisions set forth in the Publish and Access Agreement; (iii) it has provided a copy of the Publish and Access Agreement to the Eligible Institution(s); and (iv) each such Eligible Institution qualifies as an Eligible Institution as defined in the Agreement.

AGREED AND ACCEPTED

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Authorized Signatory for Eligible Institution

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Name

---

Title

---

Date



## APPENDIX D: Data Protection Addendum for Independent Controllers

### DATA PROTECTION ADDENDUM

#### 1. Definitions

- 1.1 Any capitalized words not defined in this Data Protection Addendum ("**DPA**") shall have the meaning prescribed to them in the Publish and Access Agreement ("**Agreement**").
- 1.2 "**Affiliate**" means an entity that owns or Controls, is owned or controlled by or is or under common control or ownership with the subject entity, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
- 1.3 "**Controller**" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
- 1.4 "**Data Protection Laws**" means all laws, regulations, and other legal or self-regulatory requirements in any jurisdiction applicable to the Processing of Personal Data in connection with this DPA, including without limitation, to the extent applicable, the EU General Data Protection Regulation 2016/679 ("**GDPR**") and the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.* ("**CCPA**"), as may be amended, replaced or superseded from time to time.
- 1.5 "**Personal Data**" means Information relating to an identified or identifiable natural person ("**Data Subject**") or that is otherwise defined as "personal Information" or "personal data" by Data Protection Laws.
- 1.6 "**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.
- 1.7 "**Processing**" means any Operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, Organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

#### 2 Relationship of the Parties

- 2.1 Wiley, the Member Institutions and DEAL Operating Entity (collectively, the "**Parties**") have assessed their respective Processing activities under the Agreement and acknowledge and agree that they are each acting as an independent Controller. If a competent supervisory authority or court decides that Processing activity under the Agreement completely or in parts involves the Parties Processing Personal Data as joint Controllers under Art. 26 GDPR, Wiley and DEAL Operating Entity agree to negotiate in good faith a joint Controller agreement to allocate the Parties' respective data protection responsibilities in accordance with the provisions of the Data Protection Laws, and Wiley shall defend, indemnify and hold harmless DEAL Operating Entity and each Member Institution for any violation or alleged Violation of Art. 26 GDPR.

### 3 Data Protection Commitment and Obligations

- 3.1 Each Party shall comply with its obligations as a Controller under Data Protection Laws with respect to the Personal Data, including the obligations to determine an appropriate legal basis for Processing and to provide appropriate information to relevant Data Subjects to the extent required by Data Protection Laws.
- 3.2 Further to their express commitment to comply with Data Protection Laws as specified in this Agreement, the Parties recognize they have conducted productive, detailed, focused discussions over many months to safeguard the interests of Data Subjects. In the spirit of this demonstrated collaboration and their partnership under this Agreement, the Parties will appoint representatives to continue to meaningfully engage in discussion of measures to enhance protection for Data Subjects, particularly as regulations, best practices, and industry Standards evolve, and such discussion will focus on Systems, infrastructure, and processes to safeguard privacy in line with best practices and applicable laws.
- 3.3 Wiley will not track, record, store, share, transfer and/or sell usage or personal data of Authorized Users (Science Tracking) without the consent of the Authorized User, unless the processing is necessary for the Services to be provided under this Agreement, Wiley has a legal obligation, or Wiley has a legitimate interest according to Art. 6 Par. 1 (b), (c) or (f) GDPR, respectively. This Section 3.3 applies to Wiley's collection, analysis, profiling, and aggregation of personal data, that track Authorized User behavior outside the Services under the Agreement and the rights and obligations of the Parties under the Agreement.
- 3.4 Wiley shall implement a cookie management platform on the websites of the applicable Wiley Product to enable Authorized Users to view the nature and purposes of the cookies and manage their consent on use of cookies that are not strictly necessary to provide, manage, operate, and secure the websites or otherwise for the performance of this Agreement.
- 3.5 Wiley shall implement the following measures:
  - a. Wiley shall refrain from storing any Authorized User's full IP addresses for a time period longer than necessary for the purpose of the collection. When storing IP addresses in the database of the Wiley Online Library application, Wiley will use encryption technology as applicable.
  - b. Wiley will use reasonable efforts to refrain from using technologies allowing the recovery of cookies deleted by the users in their browsers.
  - c. Either Wiley or DEAL Operating Entity may reasonably request to understand from the other the collection, storage, and/or processing of Personal Data under the Agreement, and will discuss in good faith such request, and endeavor to provide reasonable information required under applicable data protection laws.
  - d. The Parties agree to hold a joint workshop during the first twelve (12) months of the term of the Agreement to discuss further Steps to strengthen data protection and data privacy regarding full IP addresses collected from Authorized Users using the Products that are not the IP addresses of any Participating Institutions. The Parties shall undertake good faith efforts to contribute by means of an outcome-focused design process.

- 3.6 Each Party (Party A) shall notify the other Party (Party B) promptly and without undue delay if it receives: (i) a request or complaint from a Data Subject that, in accordance with Data Protection Laws, should properly be directed to Party B as it relates to the Processing by Party B of Personal Data, and Party A shall only respond to such request or complaint to acknowledge receipt of same and direct the relevant Data Subject to contact Party B (or such other response as Party B may authorize in writing); or (ii) a complaint, notice of enforcement action, order, demand, request or other communication related to the Processing of Personal Data from a regulatory authority responsible for the enforcement of Data Protection Laws.
- 3.7 Each Party (Party A) shall assist the other Party (Party B) by providing such information within its possession or control relating to the Processing of Personal Data as may be required by Party B to enable Party B to respond, in accordance with its obligations under Data Protection Laws, to any request, complaint or other communication related to the Processing of Personal Data from a Data Subject or regulatory authority responsible for the enforcement of Data Protection Laws.
- 3.8 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall in relation to the Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) GDPR. In assessing the appropriate level of security, each Party shall take into account the risks that are presented by Processing, in particular from a Personal Data Breach.
- 3.9 Each Party shall assist the other Party in relation to a Personal Data Breach to enable the other Party to assess and comply with its own obligations under Data Protection Laws.

#### 4 Restricted Transfers

- 4.1 The Parties agree that Personal Data shall only be processed in a Member State of the European Union (EU). Any relocation to a third country shall only be allowed if the specific conditions of Art. 44 et seq GDPR are met.
- 4.2 Member Institution and DEAL Operating Entity acknowledges and agrees that Wiley's Processing of Personal Data may include transferring Personal Data outside the Data Subject's country of residence. Where, under Data Protection Laws, there are (or there become) restrictions, approvals or conditions placed upon Member Institution or Wiley transferring Personal Data outside the Data Subject's country of residence, the Parties shall comply with all such requirements. To the extent that Wiley transfers any Member Institution Personal Data that originates from the European Economic Area or Switzerland in a country that has not been designated by the European Commission or Swiss Federal Data Protection Authority (as applicable) as providing an adequate level of protection for Personal Data, Wiley and Member Institution hereby agree to the clauses set out in the European Commission's Decision of 4 June 2021 on Standard contractual clauses for the transfer of personal data to third countries ("**EU SCCs**"). Where applicable, the EU SCCs are hereby incorporated by reference into and form an integral part of this DPA as if fully set forth herein, and the Parties' execution of this DPA shall be deemed as the Parties' execution of the EU SCCs. Module One of the EU SCCs shall apply. Clause 7 shall apply, and Clause 11 Option shall apply. The information required by the Appendix to the EU SCCs is set forth in Annex 1, attached hereto. If the EU SCCs are amended, replaced, or superseded by a new set of clauses, Wiley and

Member Institution hereby agree to such new clauses with an effective date of the latest date permitted by the relevant authority. In case of any conflict of this DPA with these EU SCCs, the EU SCCs shall prevail.

## 5 General Terms

- 5.1 *Order of Precedence.* In the event of inconsistencies between the provisions of this DPA and any other agreements between the Parties, including (unless explicitly agreed otherwise in writing, signed on behalf of both Parties) agreements entered into or purported to be entered into after the date of this DPA, the provisions of this DPA shall prevail. Where the EU SCC have been incorporated under Clause 4.2, these EU SCC shall always prevail.
- 5.2 *Changes in Data Protection Laws.* Either Party may, by at least thirty (30) days' written notice to the other, propose any variations to this DPA which the Party reasonably considers to be necessary to address the requirements of any Data Protection Law. The Parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing variations designed to address the relevant requirements as soon as is reasonably practicable.
- 5.3 *Severance.* Should any Provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable Provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties<sup>7</sup> intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.
- 5.4 *Survival.* Section 5 (General Terms) shall survive termination of this DPA.
- 5.5 *Governing Law and Jurisdiction.* This DPA and the EU SCCs (if such clauses are applicable) shall be governed by and construed in accordance with the laws of Germany and the Parties hereby consent and submit to the exclusive Jurisdiction of the courts of Germany.

## ANNEX 1: DETAILS OF PROCESSING OF PERSONAL DATA

### A. Data Exporter

Where applicable, the "data exporter" refers to Member Institution or MPDL Services GmbH, which is transferring data pursuant to this DPA. Member Institution's data protection officer or contact may be contacted as described in the Eligible Institution Sign-Up Letter Agreement to Publish and Access Agreement.

### B. Data Importer

Where applicable, the "data importer" refers to Wiley, which is importing data pursuant to this DPA. Wiley's data protection officer may be contacted using the details located at <https://www.wiley.com/dataprotection>.

**C. Categories of Data Subjects to whom the Personal Data relates:** The categories of Data Subjects that submit their personal data as required for the provisions of Services under the Publish and Access Agreement.

**D. Categories of Personal Data to be Processed:** The categories of personal data processed are those submitted as required for the Provision of Services under the Publish and Access Agreement.

**E. Special categories of data: N/A**

## **F. Processing of Personal Data**

Personal Data is Processed for the purposes set out in the Publish and Access Agreement. The subject matter and duration of the Processing of Personal Data shall be as consistent with this DPA.

## **G. Description of the technical and organizational measures implemented by Wiley**

### Cybersecurity and Privacy Strategy.

Wiley protects its infrastructure and the personal data within it according to the Information security principles of confidentiality, integrity, and availability. Our security program is based on the NIST Cybersecurity Framework (CSF), including but not limited to our policies, Standard operating procedures, and technical Controls. Our privacy program is based on the NIST Privacy Framework to complement and expand our security Controls while meeting contractual and legal privacy requirements. Wiley's approach to security and personal data protection incorporates both technical Controls and organizational processes.

### Confidentiality.

A mandatory security education and awareness program is in place to educate internal users on the importance of their Obligation to protect the confidentiality of personal data. Employee background checks are performed before granting personnel any data access, and employees are required to acknowledge the commitment to confidentiality of any data they may access in the performance of their duties. Single sign-on (SSO), multi-factor authentication (MFA), and complex password requirements are in place to enforce secure authentication. Wiley follows the principle of least privilege by restricting data access to only individuals with a valid job-based reason to access production information.

Vendor contractual obligations are required for third-party sub-processors prior to any personal data accessor transfer to require that the same level of protection be maintained throughout the duration of any vendor engagements, with stipulations covering security and confidentiality of personal data.

Wiley's information security policy requires all sensitive data to be encrypted both in transit and at rest. Endpoint protection is implemented to prevent and detect malware and other security threats. Firewalls and network anomaly detection Systems are continuously monitored. The Wiley SOC monitors all System security alerts and investigates incidents which may impact the confidentiality, integrity, or availability of the environment or data within it.

### Integrity.

Wiley uses only hosted data center vendors with appropriate physical security and environmental Controls which adhere to SOC 2 Type II as well as ISO 27001 certification Standards. Production data is separated from development environments, and a formal change management process is in place to prevent unauthorized changes. To manage vulnerabilities, monthly scans are performed to confirm that the appropriate level of security patching and configuration is maintained. Secure audit logs are in place for nonrepudiation and traceability.

### Availability and Resilience.

Wiley uses industry-recognized hosted data center vendors with ISO 27001 and/or SOC 2 certifications to achieve high availability and resilience. Business continuity and disaster recovery plans are in place and tested periodically to confirm process effectiveness. Backups are taken and stored per data Classification and retention requirements to enable restoration. Anti-DDoS protection is in place, and application security reviews are conducted on Wiley sites.

#### Risk Management

Wiley has implemented a data risk management strategy that considers the risks of accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored, or otherwise processed. Wiley considers the likelihood and severity of the risks to individuals whose personal data Wiley may process in the performance of Service contracts. Data protection is considered throughout the lifecycle of products and Services, and technical personnel are trained in privacy by design and default.

#### Incident Response and Breach Notification

Wiley maintains a 24x7x365 Security Operations Center (SOC) that responds to and investigates System or security alerts as well as reported incidents. Wiley has implemented an Incident Response Plan (IRP) which prioritizes regulator and/or client breach notification requirements when they are applicable to a security or privacy incident. Where Wiley is engaged as a sub-processor on behalf of a client, Wiley will not notify individual data subjects affected by a breach directly and will instead notify the client of a data breach no later than the timeline specified in the agreement.

## **H. Description of transfer**

*Categories of data subjects whose personal data is transferred:* As set forth in Section C of this Annex 1.

*Categories of personal data transferred:* As set forth in Section D of this Annex 1.

*Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:* As set forth in Sections E and G of this Annex 1.

*The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):* Data is transferred on a continuous basis.

*Nature of the Processing:* As set forth in Section F of this Annex 1.

*Purpose(s) of the data transfer and further Processing:* As set forth in Section F of this Annex 1.

*The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:* Personal data will be retained for as long as necessary to carry out the purposes set forth in this DPA, and for any additional period that may be required by law.

*For transfers to (sub-) processors, also specify subject matter, nature and duration of the Processing:* As set forth in Section F of this Annex 1.

## **I. Competent Supervisory Authority**

Where the Data Exporter executing this DPA is established in an EU Member State, the supervisory authority of such Member State shall act as competent supervisory authority.

Where the Data Exporter executing this DPA is not established in an EU Member State, the supervisory authority of one of the Member States in which the data subjects whose personal data is transferred are located, as indicated in this Annex 1, shall act as competent supervisory authority.

Where the Data Exporter executing this DPA is not established in an EU Member State but has appointed a representative pursuant to Article 27 (1) GDPR the supervisory authority of the Member State in which such representative is established shall act as competent supervisory authority.