

Publish and Access Agreement
Projekt DEAL and Wiley
Signed in Berlin on 15 January 2019



Table of contents

Publish and Access Agreement

Prelude and Intent

1. Publication Right
2. Access Right
3. Fees and Charges
4. Advisory Board
5. Journal Publishing Program and German National Projects
6. Additional obligations
7. Privacy and Data Protection Policy
8. Term and Termination
9. Warranty and Disclaimers by Wiley
10. Confidentiality Provisions
11. General Provisions
12. Appendix A: Eligible and Member Institutions
13. Appendix B: Journals
14. Appendix C: Open Access Publishing
15. Appendix D: Access Privileges
16. Appendix E: Pricing and Invoicing
17. Appendix F: Member Institutions List Sign-Up Letter

PUBLISH AND ACCESS AGREEMENT

This Agreement dated as of January 15, 2019 (the "Agreement") is between Wiley-VCH Verlag GmbH & Co. KGaA, a company incorporated under the laws of Germany, Boschstrasse 12 D-69469 Weinheim, Germany on behalf of its parent John Wiley & Son, Inc. and affiliates, including without limitation John Wiley & Sons, Ltd and John Wiley & Sons Australia, Ltd. ("Wiley") and MPDL Services GmbH, c/o Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V., Hofgartenstraße 8, D-80539 München, Germany (the "DEAL Operating Entity").

PRELUDE AND INTENT

The DEAL Operating Entity represents nearly 700 mainly publicly funded academic institutions in Germany (such as universities, universities of applied sciences, research institutions, state and regional libraries), including the most important science and research organisations in Germany.

The DEAL Operating Entity is the result of an initiative called "Projekt DEAL" that was commissioned by the Alliance of Science Organisations in Germany, represented by the German Rectors' Conference, the HRK. The objective is to conclude publish and read agreements for the entire range of electronic journals offered by the major academic publishers. The intention is also to bring about significant change to the status quo in relation to negotiations, content and pricing in the process.

Wiley is a global provider of content-enabled solutions that improve outcomes of research, education and professional practice. Wiley's core businesses produce scientific, technical, medical and scholarly journals, reference works, books, database services and advertising; professional books, subscription products, certification and training services and online applications; and education content and services including integrated online teaching and learning resources for undergraduate and graduate students and lifelong learners.

Founded in 1807, Wiley has been a valued source of information and understanding for more than 210 years, helping people around the world meet their needs and fulfill their aspirations. Wiley and its acquired companies have published the works of more than 450 Nobel laureates in all categories: Literature, Economics, Medicine, Physics, Chemistry and Peace. Wiley's global headquarters are located in Hoboken, New Jersey, with operations in Asia, Australia, Canada, Europe and the US. Through the incorporation of Verlag Chemie in 1966, Wiley has a substantial presence in Germany employing more than 500 staff – many with higher degrees obtained from German institutions. Wiley now publishes on behalf of more than 100 societies, representing 300,000 members. In 2019, thousands of papers produced by German researchers located in institutions covered by Projekt DEAL will be published by Wiley.

Wiley in partnership with the DEAL Operating Entity believes that there is an opportunity to shape the way in which research is published and accessed. The scholarly communications environment is changing and new business models are required to support this change.

This agreement between the DEAL Operating Entity and Wiley makes a major contribution to the transformation to Open Access and is in line with international and nationwide initiatives such as OA2020.

Together, the contracting parties aim to build a progressive and sustainable future that creates impact for publishing and scholarly research. The DEAL Operating Entity and Wiley will jointly strive to meet the needs of German researchers. Through this Agreement, the parties are pursuing an experiment in mutual good faith with the intent to advance Open Access and Open Science in Germany in a sustainable way.

Wiley and the DEAL Operating Entity also will collaborate on national projects relating to advancing open access, driving development of open infrastructure, and engaging with the research community to better understand and enhance research communications.

The parties will work together to establish workflows that will provide Corresponding Authors of Member Institutions the right to retain their copyright and to publish Accepted Articles open access in Wiley's Hybrid and Gold Journals and Authorized Users of Member Institutions with access to the Licensed Electronic Products via Wiley Online Library as provided in this Agreement.

1. PUBLICATION RIGHT

(a) The parties shall work together in accordance with the terms set forth in Appendix C to enable open access publication of primary research and review articles that have been selected for publication in a Wiley journal ("Accepted Articles") by members of teaching or research staff affiliated with Member Institutions (as defined in Appendix A) who are authorized by the Member Institution to submit the article to Wiley and are responsible for manuscript submission, correction, proof reading, correspondence during the paper submission, and handling revisions and re-submission of revised manuscripts, (the "Corresponding Authors") under the terms of this Agreement. The DEAL Operating Entity and the Member Institutions are collectively referred to as the "Customer."

(b) Wiley grants Corresponding Authors a non-transferable right to publish Accepted Articles open access under a Creative Commons License with authors retaining their copyright (unless the Corresponding Author decides to opt out of open access publishing) in all journals published by Wiley that allow for open access articles (the "Hybrid and Gold Journals") as provided in Appendix C subject to payment provided in Appendix E. This right shall only apply to articles accepted for publication by Wiley in Hybrid Journals on or after July 1, 2019 and articles accepted for publication by Wiley in Gold Journals on or after five business days after execution of this Agreement and prior to December 31, 2021 for both Hybrid and Gold Journals. Lists of Wiley's Hybrid, Gold and subscription-only journals are set forth in Appendix B, which will be updated by Wiley periodically to reflect changes in its portfolio. For the avoidance of doubt, this Agreement does not restrict any rights that come with a Creative Commons License.

(c) Corresponding Authors will be required to sign the then-current open access publishing agreement provided by Wiley. Wiley reserves the right to verify periodically that Corresponding Authors qualify under the terms of this Agreement.

2. ACCESS RIGHT

(a) Wiley grants to the Member Institutions and its Authorized Users (as defined in Appendix D), a non-exclusive, non-transferable right and license to access, via Wiley Online Library (or any successor thereto), all products, services and content available on Wiley Online Library, details of which are set forth in Appendix D ("Licensed Electronic Products") on the Terms and Conditions of Use set forth in Appendix D. The current list of Licensed Electronic Products is set forth in Appendix B. The number of the Authorized Users who may simultaneously access Wiley Online Library is unlimited. Upon expiration or termination of this Agreement, Wiley will provide the Member Institutions and their Authorized Users with ongoing, perpetual access to the Licensed Electronic Products published during the Agreement Term as well as retrospective content as provided in Appendix D via Wiley Online Library (or any successor thereto or equivalent thereof) in the format originally published on the Terms and Conditions of Use set forth in Appendix D at no additional cost.

(b) The DEAL Operating Entity must send Wiley an executed Sign-Up Letter as provided in Appendix F for each Member Institution before the Member Institution will be set up with access rights pursuant to Section 2 and Appendix D under this Agreement. Notwithstanding the foregoing, for Member Institutions with 2018 subscriptions, Wiley will provide interim access to the Licensed Electronic Products until receipt of such Member Institution's Sign-Up Letter or March 31, 2019 whichever comes sooner. If they make use of such interim access rights, they agree to the Terms and Conditions of Use set

forth in Appendix D.

(c) Each Member Institution shall provide access to Wiley Online Library via its Secure Network (as defined in Appendix D) for its Authorized Users.

3. **FEES AND CHARGES**

(a) The DEAL Operating Entity shall pay Wiley the Publish and Access Fees, charges for Gold Open Access publishing services provided to Corresponding Authors, and the Consolidated Access Fee, as specified in Appendix E attached hereto, including where required by law, any applicable taxes. Such amounts will be due as set forth in the relevant invoice.

(b) Each Member Institution is responsible for any charges associated with accessing Wiley Online Library and the Licensed Electronic Products, including, but not limited to, any computer equipment, telephone or Internet connections, and access software.

(c) The DEAL Operating Entity is responsible for ensuring that any third party authorized by the DEAL Operating Entity to make payments on its behalf shall promptly pay Wiley the full amounts due under this Agreement. The DEAL Operating Entity will inform Wiley six months prior to the effective date of any material modification to, or termination of, its funding agreement with Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V.

4. **ADVISORY BOARD**

The parties agree that a well-structured, focused advisory board consisting of representatives from Wiley, the DEAL Operating Entity, and Member Institutions as agreed by the parties (the "Advisory Board") will act as a steering group to oversee the successful implementation of the Agreement throughout the Term (as defined below). The Advisory Board will review progress, identify issues and impediments arising, and agree on remedial actions to ensure that the Agreement remains on track and consistent with the goals of the parties. Wiley will draft a charter for the Advisory Board to provide a constitution, composition, terms of reference and meeting cadence, for joint ratification by both the DEAL Operating Entity and Wiley prior to July 1, 2019. Wiley will cover all reasonable logistical costs associated with running the Advisory Board and members' attendance at meetings.

5. **JOURNAL PUBLISHING PROGRAM AND GERMAN NATIONAL PROJECTS**

(a) Wiley will launch a flagship interdisciplinary journal (the "Flagship Journal") (and potentially sister journals at the subject level) which will publish top-tier scholarship from the global research community and serve to deliver open science innovation and proof that open access publishing can thrive as a publishing format for the best in global research. Projekt DEAL and Wiley have agreed to endorse the principles and launch of the Flagship Journal and collaborate to define its scope and Wiley can refer to the endorsement of Projekt DEAL on and in connection with the Flagship Journal. The DEAL Operating Entity, including through representatives of Projekt DEAL, will use best efforts to secure endorsement and participation from the Alliance of Science Organisations in Germany and appropriate Member Institutions. In addition to the organizational endorsement, Gerard Meijer and Horst Hippler have committed to serve as founding members of the advisory board for the Flagship Journal that will further define the principles and plan the launch of the Flagship Journal and shall work with Wiley to establish a top flight global editorial board representing all major fields of scientific inquiry. Wiley intends to open the Flagship Journal for submission by October 2019.

(b) Wiley and Projekt DEAL have agreed to establish an Open Science and Author Services Development Group which will develop innovative approaches for, including but not limited to: integrating open data, open standards and open metrics into the core publishing functions associated with a scholarly journal; develop faster and more efficient submission, peer review and revision processes; and

provide authors with dissemination service upon publication. Frank Sander and Ralf Schimmer have committed to chair the Open Science and Author Services Development Group and recruit other thought leaders from across their personal and Member Institutions networks. Wiley staff will also be core members of the Development Group.

(c) Wiley and Projekt DEAL have agreed to jointly convene a symposium for early stage researchers to commonly develop the evolution of scholarly communication through discussion, workshops and other activities. Horst Hippler has committed to be the chair of the symposium and actively solicit participation including but not limited to grant recipients from the European Research Council and the Academy of Young Scientists from within Leopoldina.

6. ADDITIONAL OBLIGATIONS

(a) Projekt DEAL and Wiley have committed to work together to identify relevant contacts at Member Institutions to help organize Wiley-run workshops, with the role of the Member Institutions being to host and promote these workshops to their researchers. Wiley will take responsibility for delivering the content of the workshops and for arranging participation by Editors-in-Chief of leading journals, staff involved in peer review, and key national and European society partners. Projekt DEAL and Wiley intend to run at least 50 workshops per year with 2 each for the top 10 Member Institutions in terms of publishing volume.

(b) The parties will agree on a comprehensive communications plan to demonstrate publicly the spirit of our partnership and to educate German researchers about their options and choices when publishing with or reading content from Wiley. Communications will include but not be limited to:

- A joint press release announcing the new Agreement and its benefits to German researchers. This statement will include commitments to pave the way to more open access and will include mention of the three projects agreed to in Section 5;
- Coordinated descriptions of the terms, the benefits to German researchers and institutions, and progress made towards the shared goals of openness for German research;
- Coordinated academic and industry press outreach and response, including joint spokespeople;
- Coordinated release of information via agreed channels including all print and digital channels (including social media);
- Video interviews describing the difference this arrangement will make to German research and researchers over the next three years.

No public communications regarding this Agreement or the negotiation thereof will be made by either party until the Agreement is signed, and the foregoing comprehensive communications plan is agreed to by the parties, and then only in accordance with such communications plan.

(c) The DEAL Operating Entity shall use its best efforts to ensure that the Member Institutions comply with the terms of this Agreement.

7. PRIVACY AND DATA PROTECTION POLICY

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

8. TERM AND TERMINATION

(a) The Term of this Agreement shall commence on January 1, 2019 and end on December 31, 2021. Renewal negotiations will be started during the first quarter 2021. If the negotiations continue without a result until December 1, 2021 this Agreement will be automatically extended by one year if neither party objects prior to December 1, 2021.

(b) Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and fails to cure such material breach, provided that the non-breaching party shall give written notice of its intention to terminate and shall allow the breaching party 60 days after receipt of such notice to remedy the breach. Notwithstanding the foregoing, either party's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, governmental restrictions, acts of terrorism, public health emergencies, power failures, or damage to or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

(c) Wiley may terminate this Agreement upon six-months' prior written notice.

(d) Upon expiration or termination of this Agreement, 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 Corresponding Authors.

9. WARRANTY AND DISCLAIMERS BY WILEY

(a) Wiley represents and warrants that it has the right and authority to make Wiley Online Library available to the Member Institutions and its Authorized Users pursuant to the terms and conditions of this Agreement and that, to the best of Wiley's knowledge, Wiley Online Library and the Licensed Electronic Products do not infringe upon any copyright, patent, trade secret or other proprietary right of any third party.

(b) Wiley Online Library may provide Authorized Users with links to third-party websites. Where such links exist, Wiley disclaims all responsibility and liability for the content of such third-party websites. Authorized Users assume sole responsibility for the accessing of third-party websites and the use of any content on such websites.

(c) Except for the warranties provided by Wiley in Section 9(a) above,

(i) WILEY ONLINE LIBRARY AND THE LICENSED ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;

(ii) THE USE OF THE LICENSED ELECTRONIC PRODUCTS, WILEY ONLINE LIBRARY AND ALL MATERIALS IS AT THE CUSTOMER'S AND THE AUTHORIZED USER'S OWN RISK;

(iii) ACCESS TO WILEY ONLINE LIBRARY AND THE LICENSED ELECTRONIC PRODUCTS MAY BE INTERRUPTED AND MAY NOT BE ERROR FREE; AND

(iv) NEITHER WILEY NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING WILEY ONLINE LIBRARY, THE LICENSED ELECTRONIC PRODUCTS, OR THE MATERIALS CONTAINED IN WILEY ONLINE LIBRARY, SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE CUSTOMER'S OR THE AUTHORIZED USER'S USE OF OR INABILITY TO USE WILEY ONLINE LIBRARY, THE LICENSED ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN.



(d) Wiley shall indemnify and hold the Customer harmless from and against any damages, costs and fees (including reasonable attorney's fees) resulting from any judgment against the Customer arising out of the claim of a third party that Wiley's license of the Licensed Electronic Products or the Customer's use thereof as authorized hereunder constitutes an infringement of any copyright, patent, trade secret or other proprietary right of any such third party. This indemnity shall survive expiration or termination of the Agreement for two (2) years. This indemnity shall not apply if the claim involves content which has been modified or used in a manner not permitted under this Agreement or if the Customer has failed to comply with other material terms of this Agreement. The Customer shall give prompt notice of an infringement claim to Wiley, shall provide such cooperation and assistance to Wiley as is reasonably necessary to defend the claim, and shall allow Wiley to have the sole control of the defense, provided, however, that the Customer retains the right to participate in the defense at its own expense.

10. CONFIDENTIALITY PROVISIONS

(a) Any and all information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with this Agreement or in relation to either party's respective business, financial or corporate affairs, that is marked "confidential", "proprietary" or in some other manner to indicate its confidential nature and any and all information that is clearly confidential by its nature is "Confidential Information." Thirty days after the agreed upon public announcement of execution of this Agreement, the Agreement itself will not be considered Confidential Information; and immediately following the public announcement, the parties may disclose information regarding the Agreement including sending the Sign-Up Letters.

(b) The Receiving Party shall use the Disclosing Party's Confidential Information solely for the purposes of negotiating and implementing this Agreement. The Receiving Party agrees to take reasonable care to protect the Confidential Information from disclosure to third parties and to limit disclosure of the Confidential Information to those employees or contractors of the Receiving Party who have a need to know in connection with this Agreement, and who have been made aware of, and agree to abide by, these restrictions. The Receiving Party's obligation to maintain the confidentiality of the Confidential Information under this section will survive any termination or expiration of the Agreement.

(c) 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.

11. GENERAL PROVISIONS

(a) In the event of a significant adverse change in business conditions resulting from this Agreement and its implementation that materially affects Wiley and/or its licensors or the DEAL Operating Entity and/or its Member Institutions, then Wiley or the DEAL Operating Entity as applicable shall notify the other party of such adverse change in business conditions and the parties shall renegotiate the terms of this Agreement in good faith. Should such renegotiation be unsuccessful, then on six months' prior written notice, the materially affected party shall have the right to terminate this Agreement.

(b) Wiley may assign this Agreement to its successors, subsidiaries or assigns, subject to the prior written approval of the DEAL Operating Entity which will not be unreasonably withheld. The 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 the DEAL Operating Entity and has sufficient assets and infrastructure. Except for the foregoing, the DEAL Operating Entity may not assign this Agreement.

(c) 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.

(d) This Agreement shall be construed and interpreted pursuant to the laws of Germany without regard to conflict of law rules. Any legal action, suit or proceeding arising out of or relating to this Agreement or the breach thereof shall be instituted in a court of competent jurisdiction in Germany and each party hereby consents and submits to the personal 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.

(e) Any notice, request, statement or other communication to be given hereunder to any party shall be in writing addressed to Wiley at the address on page one, attention VP & Managing Director, Germany with a copy to Wiley, EVP & General Counsel, 111 River Street, Hoboken NJ 07030 and the DEAL Operating Entity at the address on page one, or mailed or delivered to such other address as each party may designate by notice given in like manner, and any such notice, request, statement or other communication, shall be deemed to have been given when received, except that if mailed by registered or certified mail, return receipt requested, or delivered by overnight courier service, it shall be deemed to have been given when mailed as aforesaid or when delivered. For operational purposes the parties will name contacts. Coordination of such contacts and operational contact in the case of doubt will be Guido Herrmann on behalf of Wiley and Frank Sander on behalf of the DEAL Operating Entity.

(f) This Agreement constitutes the complete understanding of the parties and supersedes all prior understandings between the parties with respect to the subject matter of this Agreement. No modification, amendment, or waiver of any provisions shall be valid unless in writing and executed by the parties. Any waiver in one or more instances by either of the parties of any breach by the other of any terms or provisions contained in this Agreement shall not be considered a waiver of any succeeding or preceding breach. In the event that any clause of this Agreement is determined to be void or unenforceable, the remainder of the Agreement shall survive and the void or unenforceable provision will be replaced with a provision that is valid and enforceable and most closely reflects the intent of the parties.

(g) All Appendices attached or to be attached to this Agreement are incorporated herein and shall be governed by the terms and conditions of this Agreement unless otherwise specified in such Appendix. In the event of any conflict between the terms of an Appendix and the terms of this Agreement, the terms of the Appendix shall govern.

AGREED AND ACCEPTED

MPDL Services GmbH

Signature: _____

Frank Sander
Managing Director

Wiley-VCH Verlag GmbH & Co. KGaA

Signature: _____

Guido Herrmann
VP & Managing Director

Commitments for specific roles and responsibilities resulting from this Agreement

Gerard Meijer
for purposes of his commitment in Section 5(a)

Signature: _____

Frank Sander
for purposes of his commitment in Section 5(b)

Signature: _____

Horst Hippler
for purposes of his commitment in Section 5(a) and 5(c)

Signature: _____

Ralf Schimmer
for purposes of his commitment in Section 5(b)

Signature: _____

APPENDIX A – Eligible and Member Institutions

Eligible Institutions

Institutions of the following types are eligible to be Member Institutions (“Eligible Institution”) under the terms of this Agreement:

- 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 and Max Planck Institute Luxembourg for International, European and Regulatory Procedural Law.

Member Institutions

The intention is for all Eligible Institutions to be listed as “Member Institutions.”

The DEAL Operating Entity will issue a Sign-Up Letter according to Appendix F to all Member Institutions. As provided in Appendix C, all articles from Corresponding Authors of Member Institutions are covered by this Agreement regardless of whether the Member Institution executes the Sign-Up Letter. However, Member Institutions will not have access rights as provided in Appendix D, until their executed Sign-Up Letter is received by Wiley. Notwithstanding the foregoing, for Member Institutions with 2018 subscriptions, Wiley will provide interim access to the Licensed Electronic Products until receipt of such Member Institution’s Sign-Up Letter or March 31, 2019 whichever comes sooner. If they make use of such interim access rights, they agree to the Terms and Conditions of Use set forth in Appendix D. In addition, the DEAL Operating Entity has the right to instruct Wiley to stop access to any Licensed Electronic Products provided under this Agreement to a particular Member Institution, including if such Member Institution fails to pay the DEAL Operating Entity. The DEAL Operating Entity will take no steps to discourage or dissuade authors from publishing with Wiley even if such authors are affiliated with a Member Institution to whom the DEAL Operating Entity has restricted reading access.

The initial list of Member Institutions has been agreed upon by the parties. Each party may propose to add Member Institutions subject to the other party’s prompt agreement. If the parties disagree as to whether an institution should be added as a Member Institution, the Advisory Board will determine based on the criteria set forth above. The Advisory Board may also designate certain institutions to be explicitly not Eligible Institutions if they do not fall within the above categories, such as corporations. Wiley will keep the DEAL Operating Entity informed if any Member Institutions enter into publish and access agreements with Wiley or its parent or affiliates. In case of such agreement, the DEAL Operating Entity has the right to have such institution removed from the list of Member Institutions for the duration of such agreement.

APPENDIX B – JOURNALS

The full Appendix B will be available in machine readable format via web download and will be updated periodically as provided in the agreement.

Journal Title	Electronic ISSN	Print ISSN	Journal Type
Annals of Applied Biology	17447348	00034746	Hybrid
Arabian Archaeology and Epigraphy	16000471	09057196	Hybrid
Journal of Aquatic Animal Health	15488667	08997659	Hybrid
Acta Archaeologica	16000390	0065101X	Hybrid
Acta Anaesthesiologica Scandinavica	13996576	00015172	Hybrid
Aggressive Behavior	10982337	0096140X	Hybrid
Abacus	14676281	00013072	Hybrid
American Business Law Journal	17441714	00027766	Hybrid
New Directions for Adult and Continuing Education	15360717	10522891	Hybrid
Aging Cell	14749726	14749718	Open Access
Academic Emergency Medicine	15532712	10696563	Hybrid
ACEP Now	23288949	15519171	Subscription
Alcoholism: Clinical & Experimental Research	15300277	01456008	Hybrid
Accounting & Finance	1467629X	08105391	Hybrid
Advances in Cell and Gene Therapy	25738461		Hybrid
Acta Geologica Sinica (English Edition)	17556724	10009515	Hybrid
Journal of Applied Clinical Medical Physics	15269914	15269914	Open Access
Annals of Clinical and Translational Neurology	23289503	23289503	Open Access
Applied Cognitive Psychology	10990720	08884080	Hybrid
Acta Psychiatrica Scandinavica	16000447	0001690X	Hybrid
Arthritis Care & Research	21514658	2151464X	Hybrid
International Journal of Adaptive Control and Signal Processing	10991115	08906327	Hybrid
Animal Conservation	14691795	13679430	Hybrid
Architectural Design	15542769	00038504	Subscription
Alcoholism & Drug Abuse Weekly	15567591	10421394	Hybrid
Addiction Biology	13691600	13556215	Hybrid
Advanced Biosystems	23667478	23667478	Hybrid
Addiction	13600443	09652140	Hybrid
Advanced Engineering Materials	15272648	14381656	Hybrid



The full Appendix B will be available in machine readable format via web download and will be updated periodically as provided in the agreement.

Laboreinkauf Buyers Guide			Subscription
Magnetosphere Physics	SUBH1239		Subscription
Magnetospheric Physics	MULO1234		Subscription
Marine Geology and Geophys	MULP1239		Subscription
Mathematical, Computational and Non-linear Geophysics	MULQ1233		Subscription
Messe Guides			Subscription
Mineral Physics	MULR1238		Subscription
Mineralogy and Petrology	MULS1237		Subscription
Oceanography-Physical	MULV1233		Subscription
Oceanography-Biolo and Chem	MULT1232		Subscription
Oceanography-General	MULU1238		Subscription
Paleoceanography	MULW1239		Subscription
Personal Choice: Radio Science	MULZ1235		Subscription
Physical Properties of Rocks	MULY123X		Subscription
Planetary Sciences	MULY123X		Subscription
Seismology	SUBI1234		Subscription
Solar and Heliospheric Physics	SUBJ123X		Subscription
Solar Phys Astrophys Astro	MULB4562		Subscription
Space Plasma Physics	MULC4568		Subscription
Structural Geology	MULE4569		Subscription
Tectonophysics	MULF4564		Subscription
Volcanology	MULG456X		Subscription
Water Environment & Technology Magazine	1938193X	10449493	Subscription
Journal of Analytical Psychology	14685922	00218774	Hybrid



APPENDIX C - OPEN ACCESS PUBLISHING

1. General

Wiley agrees to the open access publication in Hybrid and Gold Journals of Accepted Articles of eligible Corresponding Authors in consideration of the fee outlined in Appendix E and for no additional article publication charge ("APC"). Eligible Corresponding Authors publishing under this Agreement retain copyright and Wiley publishes these articles under a Creative Commons license unless the Corresponding Author chooses to opt out of open access publishing. Even if a Corresponding Author opts out, if the article falls within the eligibility parameters of this Agreement, it will be counted with respect to the Publish and Read accounting.

This will commence for articles accepted for publication by Wiley in Hybrid Journals on or after July 1, 2019 and articles accepted for publication by Wiley in Gold Journals on or after five business days after execution of this Agreement and prior to December 31, 2021 for both Hybrid and Gold Journals.

It is mutually understood that the open access workflows and services required to fulfill the terms of this Agreement have a piloting character. Hence the two parties agree to work together in good faith and will collaborate in the development of streamlined author identification and verification workflows as well as efficient invoicing and reporting processes, which will become all the more essential the more the publishing system moves to open access.

Under the standard hybrid publication workflow, if the Corresponding Author has identified his/her primary affiliation as a Member Institution, open access will be presented as the default option. Otherwise, the Corresponding Author needs to actively select to publish open access or not. Under this Agreement, Wiley will endeavor to make clear to those Corresponding Authors, upon acceptance at the latest, that their primary research and review articles are meant to be published open access as part of this Agreement so long as the correct affiliation of the Corresponding Author is captured in Wiley system metadata. In order to do so, Corresponding Authors must be accurately identified as such early in the process. The DEAL Operating Entity will assist Wiley in such identification including through the workshops described in Section 6(a) of the Agreement.

Wiley will offer Corresponding Authors a choice of Creative Commons licenses when open access has been selected. Projekt DEAL has a stated preference for CC-BY. For the Journals that do offer CC-BY for all authors, the CC-BY license will be listed first. Some journals currently only offer CC-BY to authors who received original research funding from funders with CC-BY license mandates. Wiley will provide a list of these journals and will review with these journals their current policy with the aim of encouraging CC-BY to be available for all authors to select. The DEAL Operating Entity will assist Wiley in such efforts and Wiley will make available to the DEAL Operating Entity opportunities to engage with and inform societies, editors and authors about licensing choice. Wiley and the DEAL Operating Entity agree to work together in how licensing information is presented to the authors and how it needs to be further developed during the Term of the Agreement so long as such development is not technically infeasible. In cases of doubt, the DEAL Operating Entity will have the right to decide on the prioritization of choices and the wording with which the various licensing options are presented.

The DEAL Operating Entity reserves the right to reject articles to be published under this Agreement if they do not fall within the definition of eligible articles. Articles do not fall within the definition of eligible articles if: they are not primary research or review or if the Corresponding Author is not affiliated to a Member Institution. In order to execute this right, a validation/rejection mechanism needs to be provided for the DEAL Operating Entity administrators in the workflow processes. Wiley will make their commercially reasonable efforts to prevent the affiliation of the Corresponding Author as stated in the article, and based on which the DEAL Operating Entity verifies eligibility, from changing after approval or rejection. Should, contrary to expectations, an article identified as being eligible not be published open access or the Corresponding Author or his/her affiliation is updated during the production process such that the article eligibility changes to an ineligible article, the DEAL Operating Entity will be notified accordingly and the article will not be counted for pricing according to Appendix E. Wiley and the DEAL Operating Entity agree to work together on how these requirements are best implemented

and further developed during the Term of this Agreement.

Both parties agree to work together to optimize the workflow to correctly identify as many eligible articles as possible. Wiley and the DEAL Operating Entity agree to work continuously together to define how cases of multiple Corresponding Authors or Corresponding Authors with multiple affiliations will be handled. Where eligibility remains unclear due to lack of information with respect to which author is the primary Corresponding Author or which institution is the primary affiliation of this author, the parties will seek to reach a joint determination using a good faith analysis of the existing information. If the parties cannot agree on the primary Corresponding Author or on the primary Affiliation, a mutually agreed upon random selection mechanism will be applied to resolve the issue.

For articles in Hybrid Journals that turn out to be entitled under this Agreement but have not been identified and processed accordingly, the DEAL Operating Entity reserves the right to request that these articles will be made open access even after their initial date of publication. This means that the license type will have to be changed to a Creative Commons license and the version of record will have to be updated accordingly, following the specifications in Section 2 below. This provision is essential to make sure that a maximum number of entitled papers will get processed duly under the terms of this Agreement. In the event that German Corresponding Authors do not identify themselves sufficiently in Wiley's author systems, Wiley and the DEAL Operating Entity will undertake an analysis of these articles to understand why this is the case, and if both parties agree that the process was clear but disregarded by the author, Wiley might not be required in all cases to retrospectively make these articles open access and such articles would not be counted toward the total open access articles. These cases will be reviewed on an ongoing basis so that the process can be enhanced to be clearer to authors, so that the DEAL Operating Entity might institute a separate communication strategy to researchers across all institutions if necessary, and so that the spirit of this Agreement is upheld.

2. Wiley's Obligations

In consideration of the payments listed in Appendix E and subject to the terms and conditions of this Agreement, commencing July 1, 2019 (unless otherwise stated below) and continuing through the Term of this Agreement, Wiley shall:

- 2.1 Not charge authors or their institutions an APC for any eligible article submitted by a Corresponding Author that is accepted for publication in a Hybrid or Gold Journal as long as such Corresponding Author follows Wiley's workflows as set forth below. Eligible articles types are primary research papers and reviews. Other articles types are excluded from this Agreement.
- 2.2 Implement workflows that identify and offer open access in Hybrid and Gold Journals at no additional cost to all eligible Corresponding Authors who are identified through one or a combination of the following parameters (or others as appropriate):
 - IP ranges specified by Member Institutions; and/or
 - E-mail domain defined by Member Institutions; and/or
 - Providing an affiliation (address information) to a Member Institution in the manuscript submission system of the journal, or Wiley's production system/Wiley Author Services, that is selected appropriately from a standardized list of institutions within these systems such that an accurate match can be made to the correct Member Institution.
 - Wiley will make every effort to present match alternative spellings of institution names with the correct Member Institution, but it is possible that affiliated authors will not see the correct open access options available to them if they do not end up selecting the correct Member Institution from the standardized list.
 - For Gold Journals, Corresponding Authors will be asked a question about payment of the article publication charge and will be instructed to select their Member Institution from a list and enter it into the manuscript submission system of the journal.
- 2.3 Include the Member Institutions in Wiley's Author Services site for all Hybrid and Gold Journals as an institutional account holder;
- 2.4 Provide a link for each Member Institution on the Institutional Account List on Wiley Online Library to the



- Member Institution;
- 2.5 Within five business days of execution of this Agreement through June 30, 2019, provide access for the DEAL Operating Entity to a central Wiley Open Access Account that provides access to information about articles in Gold Journals with transactional data related to those articles, but not separated out at the level of each Member Institution. Wiley will enable the DEAL Operating Entity access to administrative interaction to approve or deny requests for individual articles as they are submitted for consideration for acceptance in the Gold Journal and to provide notes to the Wiley Open Access team within the Wiley Open Access Account Dashboard.
 - 2.6 From July 1, 2019, provide access for the DEAL Operating Entity and each Member Institution to a Wiley Open Access Account that provides access to information about all articles in Hybrid and Gold Journals for which open access has been requested by their Corresponding Authors and transactional data related to those articles. Conforming to the consortia structure of the DEAL Operating Entity and this Agreement, Wiley will work to implement a consortia-level view to enable the DEAL Operating Entity administrative interaction with the Wiley Open Access Account Dashboard on the aggregate overall DEAL Operating Entity level by December 31, 2019. Wiley will enable the DEAL Operating Entity access to administrative interaction to approve or deny requests for individual articles to be made open access and to provide notes to the Wiley Open Access team on the level of each Member Institution within the Wiley Open Access Account Dashboard.
 - 2.7 Ensure that the Member Institution under which the eligible Corresponding Author publishes will be stated as the corresponding address and as one of the affiliations in the published article. Wiley agrees to make corrections to the stated affiliations if any errors of omission are discovered in the published article.
 - 2.8 Endeavor to introduce a workflow to enable labeling all open access articles in Hybrid and Gold Journals published under this Agreement as made possible through Projekt DEAL in the paper itself (e.g. a footnote in the version of record shall state "Open access provided through Projekt DEAL"). This enabling note can be adjusted with the consent of the DEAL Operating Entity. Until a proper workflow can be implemented during the Term of the Agreement, authors can include this statement in the acknowledgements section of the article (at the submission stage for Gold Journals and at the proofing stage for Hybrid Journals), and Wiley and the DEAL Operating Entity will work together to determine an appropriate mechanism to communicate this instruction to authors.
 - 2.9 Deliver article metadata including open access license information to CrossRef and other relevant parties. The following fields of CrossRef's format (https://github.com/CrossRef/rest-api-doc/blob/master/api_format.md) shall be included:
 - publisher
 - title
 - original-title
 - DOI
 - member
 - type
 - accepted
 - container-title
 - volume
 - page
 - article-number
 - published-print
 - published-online
 - ISSN
 - license (incl. content-version "vor")
 - author (incl. ORCID if applicable and affiliation)

Not all of these fields are available for every article, these will be included whenever they are available and as part of the standard metadata Wiley sends to CrossRef.
 - 2.10 Provide updates on Hybrid and Gold Journals eligible under this Agreement.
 - 2.11 Endeavor to introduce a workflow within the Term of the Agreement to provide the DEAL Operating Entity with the final versions of published articles (pdf full-text and xml metadata) published open access



under this Agreement within a timeframe to be mutually agreed by Wiley and the DEAL Operating Entity after first publication and/or push full-texts to a central repository designated by the DEAL Operating Entity via FTP (ftp, ftps, sftp) or SWORD 1.3 protocol or another technical solution to be mutually agreed to accomplish that articles end up in a central repository.

3. Editorial Independence

Nothing herein shall oblige Wiley to publish any article submitted to Wiley by a Corresponding Author. The Customer acknowledges that the selection of material to be published in the Hybrid and Gold Journals is entirely at the discretion of Wiley/the editors of the journals and the Customer waives any claim it may have against Wiley in the event that Wiley or the journal editors refuse or decline to publish any material (or part thereof) submitted by a Corresponding Author.

4. Terms of Publication

Wiley will notify the administrator for the DEAL Operating Entity or the Member Institution as applicable once an article by an eligible Corresponding Author has been accepted and is about to be published in a Hybrid Journal under the terms of this Agreement. The administrator will validate eligibility promptly to ensure timely production and publication of the article. If the administrator requires more than five (5) business days to approve or reject the eligibility of the article, he/she will inform Wiley about the delay. In order to ensure timely production and publication of articles, articles will continue the production process while eligibility is being determined.

For Gold Journals, Wiley will notify the administrator for the DEAL Operating Entity or the Member Institution once an article by an eligible Corresponding Author has been submitted for consideration so that the administrator can validate the eligibility of the article to be published under the terms of this Agreement should the article be subsequently accepted for publication.

Before any material submitted by a Corresponding Author will be accepted for publication, Wiley must receive the applicable publishing agreement for the journal signed by the right holder(s) of the article.

5. Reporting

Commencing July 1, 2019 and continuing through the Term of this Agreement, Wiley shall:

- 5.1 Provide article reports (e.g. lists of accepted and published articles) to the DEAL Operating Entity on a semi-annual basis. Wiley will endeavor to implement automated on-demand reporting during the Term of the Agreement.
- 5.2 Provide the DEAL Operating Entity with annual reports of the total number of articles accepted in a Hybrid or Gold Journal under the terms of this Agreement. These reports shall be provided both in machine (e.g. csv) and in human readable format and shall include the following details:
 - Name of journal
 - DOI of article or, if unavailable, appropriate bibliographic metadata
 - Corresponding Author
 - Member Institution
 - Publication Date
 - Acceptance Date (or the Wiley Received Date if the Acceptance Date is not in the metadata)
 - Open Access status of paper
- 5.3 With respect to Angewandte Chemie, Wiley will provide the number of German and English language Accepted Articles annually.
- 5.4 Report annually on authors who were offered the right to publish under this Agreement but declined.
- 5.4 These annual reports shall be provided by Wiley no later than January 31 and constitute one of the key factors used in calculating the True-Up as defined in Appendix E.

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APPENDIX D – ACCESS PRIVILEGES

ACCESS

Wiley grants to the Member Institutions who have signed the Sign-Up Letter and its Authorized Users the right to access the Licensed Electronic Products on the terms set forth herein.

Definitions

“**Authorized Users**” are those persons who are authorized by the Member Institutions to have access to Wiley Online Library. Authorized Users must be current bona fide faculty members, students, researchers, visiting research staff, staff members, librarians, registered library users, scientific staff, other executives or employees of a Member Institution, or contractors engaged by a Member Institution, provided such contractors have been informed of, and agree to abide by, the Terms and Conditions of Use set forth herein and they access Wiley Online Library via the Member Institution’s Secure Network. Alumni do not constitute Authorized Users. Employees or staff members from a legally independent organization outside the Member Institutions are not included in the definition of Authorized Users, even though the DEAL Operating Entity or a Member Institution might have a contractual relation to this organization. Walk-in Users from the general public or business invitees may be permitted by a Member Institution to access Wiley Online Library from designated terminals with the Member Institution-controlled Secure Network. These designated terminals shall be physically located in libraries or similar physical premises directly controlled by the Member Institution.

“**Dark Archive**” the aggregation of Licensed Electronic Products provided by Wiley to the Dark Archive Responsible Entity for access by the Customer and its Authorized Users solely in the event of a Trigger Event on the terms and conditions provided herein.

“**Dark Archive Responsible Entity**” a mutually agreed upon entity that has sufficient infrastructure, capabilities and reputation such as Max Planck Gesellschaft zur Förderung der Wissenschaften e.V., the Bayerische Staatsbibliothek or 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.

“**Licensed Electronic Products**” is Wiley’s Database which will comprise all subscription-based or hybrid journal titles including supplementary materials published on Wiley Online Library (or any successor platform) including titles previously excluded from collections, transfer titles and newly launched journals. The complete list of titles included for 2019 in the Database is available at http://media.wiley.com/assets/7309/27/Database_Model_Journal_List.pdf which may be updated from time to time. Wiley will provide the DEAL Operating Entity annually with a complete list of titles for the respective contract year in machine readable format.

“**Trigger Event**” (a) 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 (b) downtime of Wiley’s platform and/or a total loss of access by the Customer to the Licensed Electronic Products for at least 30 days.

Access

During the Term of this Agreement, Wiley will provide the Member Institutions and their Authorized Users with online access to the Licensed Electronic Products published during the Agreement Term as well as retrospective content, generally back to 1997 (depending on the start date of online publishing by Wiley) as well as tables of content, abstracts, full text and illustrations in the journals, but not materials included in Backfiles. Upon expiration or termination of this Agreement, Wiley will provide the Member Institutions and their Authorized



Users with ongoing, perpetual access to such same Licensed Electronic Products published during the Agreement Term as well as retrospective content, as per the above via Wiley Online Library (or any successor or equivalent thereto) in the format originally published on the Terms and Conditions of Use set forth in Appendix D.

Wiley will 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). Authorized Users may archive articles contained in the Licensed Electronic Products for their own use.

Dark Archive

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:

- i. If there is a Trigger Event, Wiley grants the Member Institutions and their Authorized Users the non-exclusive, 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 provide that the Dark Archive Responsible Entity remains responsible for performance), subject to the terms of this Agreement. In the event of a Trigger Event under section (b) of the definition that lasts 30 days or more, the Dark Archive Responsible Entity will provide aggregated usage statistics for the period of access to Wiley.
- ii. 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.
- iii. Except as provided herein, the Dark Archive must be kept completely dark, i.e. unavailable to the Customer, its Authorized Users and all others, other than for purposes of long-term preservation and routine checking of data and system integrity.

Reporting

Each Member Institution will have access to its own usage statistics, which are compliant with COUNTER Codes of Practice or conform to the then-prevailing industry standard, about the use of the Licensed Electronic Products by the Member Institution's Authorized Users, consistent with applicable privacy laws and confidentiality requirements. The parties will work together to provide to the DEAL Operating Entity aggregate usage statistics on the DEAL Operating Entity level with sub-accounts with usage statistics for each Member Institution consistent with above.

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 by FTP data feed or by any other means agreed to by the parties. The DEAL Operating Entity and the Member Institution may load and format the metadata onto their server to enable indexing of, access to and use of the Licensed Electronic Products by the DEAL Operating Entity, the Member Institution, and the Authorized Users through the DEAL Operating Entity's or the Member Institution's Secure Network solely for the purpose of enhanced navigation by Authorized Users. The DEAL Operating Entity and the Member Institution may load the metadata to a secure third-party server provided that the DEAL Operating Entity or the Member Institution is contractually responsible for the third party, and that the metadata may only be accessed by Authorized Users.



Terms and Conditions of Use

By providing such access Wiley grants to the Authorized Users a non-exclusive, royalty-free perpetual license to use such material in accordance with the following Terms and Conditions of Use, which restrictions shall survive any expiration or termination of the Agreement.

1. All Authorized Users are bound by the Terms of Use which are available at <https://onlinelibrary.wiley.com/terms-and-conditions> and which are part of this Agreement, Wiley reserves the right to modify these Terms of Use from time to time. Wiley will use reasonable efforts to notify the DEAL Operating Entity of any modifications in advance. Should major concerns with modifications arise, the Advisory Board shall review the case.

In addition, the rights and restrictions governing access to Wiley Online Library and the Licensed Electronic Products by the Customer and its Authorized Users are outlined below.

(a) Authorized Users may download, search, retrieve, display and view, copy and save to a secure network and store or print out single copies of individual articles, chapters or entries in the Licensed Electronic Products for the Authorized User's own personal use, scholarly, educational or scientific research or internal business use. Authorized Users may also transmit such material to a third-party colleague in hard copy or electronically, for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale, systematic distribution, e.g. posting on a listserv, network (including distribution through social networking websites and scholarly collaboration networks, except for those that have agreed to Wiley's Article Sharing Policy found here: <https://onlinelibrary.wiley.com/researchers/tools-resources/article-sharing> and solely in accordance therewith) or automated delivery, or for any other use. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from individual articles, chapters or other entries from the Licensed Electronic Products in the Authorized User's own scientific, scholarly and educational works such as books and articles.

(b) All Authorized Users have the option to create a My Profile Page which will allow them to create data files and links to articles, chapters and entries of interest in the Licensed Electronic Products, and search criteria which may be reused by them. In order to do so, the Authorized User will have to select and register a user name and password which the Authorized User must keep confidential and not disclose to or share with anyone else.

(c) Authorized Users who are members of a Member Institution's faculty or staff may download and print out multiple copies of material from Licensed Electronic Products for the purpose of making a multi-source collection of information for classroom use (course-pack) or a virtual learning environment, to be distributed to students at the 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 a Member Institution, as part of their course work, so long as reasonable access control methods are employed such as user name and password.

(d) Authorized Users who wish to text and data mine the Licensed Electronic Products for non-commercial purposes may do so by using the CrossRef Text and Data Mining Service <http://tdmsupport.crossref.org/researchers/> and consenting to Wiley's Text and Data Mining Agreement at <http://olabout.wiley.com/WileyCDA/Section/id-826542.html>.

2. Except as provided in Section 1(a), 1(c) and 1(d) above or with respect to material published on an open access basis, the Customer and Authorized Users may not copy, distribute, transmit or otherwise

reproduce, sell, or resell material from the Licensed Electronic Products; store such material in any form or medium in a retrieval system, institutional or other repository; or transmit such material, directly or indirectly, for use in any paid service such as document delivery or list serve, or for use by any information brokerage or for systematic distribution, whether or not for commercial or non-profit use, or for a fee or free of charge. Notwithstanding the above, the library staff of any Member Institution may supply to another German library, upon request by that library, either a single paper copy (by post or fax) or an electronic copy of an individual document from the Licensed Electronic Products, for the purpose of research or private study.

3. The Customer acknowledges that the Licensed Electronic Products, Wiley Online Library and the intellectual property rights contained therein are protected by law. All rights not specifically licensed herein to the Customer are expressly reserved by Wiley. The contents of Wiley Online Library and the Licensed Electronic Products are solely for the personal, non-commercial use of the Authorized Users. The Customer and its Authorized Users may not remove, obscure or modify any copyright or proprietary notices, author attribution or any disclaimer as they appear on Wiley Online Library. Authorized Users may not integrate material from the Licensed Electronic Products with other material or otherwise create derivative works in any medium. However, brief quotations for purposes of comment, criticism or similar scholarly purposes are permitted. No provision in this paragraph shall restrict the rights granted by Creative Commons Licenses.

4. Authorized Users may not do anything to restrict or inhibit any other Authorized User's access to or use of Wiley Online Library and the Licensed Electronic Products.

5. If an Authorized User fails to abide by these Terms and Conditions of Use or other terms of this Agreement, or a Member Institution hosts user credentials that have been identified as abusive or malicious, Wiley reserves the right in its sole discretion to suspend or terminate access to Wiley Online Library and the Licensed Electronic Products by such user credentials or IP address(es) immediately without notice, in addition to any other available remedies. Except in the case of a material breach which Wiley deems dangerous to the integrity and security of Wiley Online Library, or for a breach which, if not immediately remedied, is likely in Wiley's opinion to continue to cause damage, Wiley shall give prior written notice to the Member Institution of its intention to terminate such access and shall allow the Member Institution and/or the Authorized User as applicable 30 days after receipt of such notice to cure the breach or agree to abide by the terms and conditions of this Agreement. The Member Institution shall notify Wiley when malicious credentials associated with the abusive or malicious activity have been remediated. Wiley shall immediately restore services upon notification that credentials associated with the abusive or malicious activity have been remediated.

6. Each Member Institution shall:

(a) take all reasonable measures to inform Authorized Users of the Terms and Conditions of Use and to emphasize to such Authorized Users the need to comply with whatever restrictions on access, use, reproduction and transmission are included therein;

(b) make access available to Authorized Users only through each Member Institution's Secure Network and either restricting to a designated IP-range or by using SAML authentication (if any Member Institutions are using IP authentication, the parties will use all best efforts to transition such Member Institutions (with guidance from Wiley) to SAML authentication within a timeframe agreed upon by the Advisory Group and, if a more effective authentication method becomes available, the parties will encourage the Member Institutions to use all commercially reasonable efforts to transition to it, if mutually agreed upon and in accordance with a timeframe agreed upon by the Advisory Group) ("Secure Network"); ensure that information on their IP ranges or SAML configuration is kept up-to-date in the content management system for Germany national licenses or to continuously update this information by other means; undertake reasonable



measures within its control to prevent access to and improper use of the Licensed Electronic Products and Wiley Online Library by unauthorized persons including without limitation using the most current patches, regularly scanning the Secure Network for vulnerabilities, and regularly monitoring the proxy logs for unauthorized user access (such as multiple logins using the same id, high volume downloads, and tracking/blocking automated traffic); and take responsibility for remediating all issues uncovered and for terminating any unauthorized access of which it has actual notice or knowledge;

(c) use all reasonable efforts to monitor compliance with the Terms and Conditions of Use and promptly notify Wiley of any copyright infringement or unauthorized usage of the Licensed Electronic Products which comes to the Member Institution's attention; and cooperate fully with Wiley in the investigation of such infringement or unauthorized use and in any action which Wiley takes to enforce its intellectual property rights, at Wiley's expense. Notwithstanding the above, the Customer shall not be responsible for such unauthorized use which is without the express or implied consent of the Member Institution, provided that the 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. The DEAL Operating Entity shall use best efforts to ensure compliance by the Member Institutions of all of 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.

8. Wiley shall have the right to request a Member Institution to terminate access to Wiley Online Library by an Authorized User who breaches Wiley's Terms and Conditions of Use or infringes the copyright or other intellectual property rights in the Licensed Electronic Products or Wiley Online Library.



APPENDIX E – PRICING AND INVOICING

Pricing

Publish and Read Fee

The amount paid for publishing in Hybrid Journals and access to the Licensed Electronic Products for the period from July 1, 2019 until the end of the Term will be the actual number of Accepted Articles in Wiley Hybrid Journals during such period multiplied by the per article publish and read fee of €2,750 (the “Publish and Read Fee”). Given that open access publication in Hybrid Journals under this Agreement will not commence until July 1, 2019, the DEAL Operating Entity shall pay Wiley an interim read fee of €12,512,067 for the period from January 1 to June 30, 2019 (the “Interim Read Fee”).

Commencing in July 1, 2019, the number of Accepted Articles in Wiley Hybrid Journals will be determined by the workflows and will be set forth in the reports described in Section 5 of Appendix C. Thereby, German language articles in the German version of Angewandte Chemie are counted half (the “German Language Additional Articles”), rounded off to a full number. For the sake of clarity, English language articles in the Angewandte Chemie International Edition count in full. Each article will only be paid for once, so if Wiley receives a payment for publication of an article from a source other than the DEAL Operating Entity, the article is removed from the count. If the total number of Accepted Articles (including the German Language Additional Articles) in 2020 or 2021 is lower than the amount equal to twice the actual number of Accepted Articles in the period from July 1, 2019 to December 31, 2019 (the “Baseline Count”), such number will be replaced by the Baseline Count for purpose of calculating the total Publish and Read Fee for such year(s). To ensure the number of Accepted Articles does not drop below the Baseline Count because of workflow errors caused by Wiley, including those that may have been caused by workflow changes, Wiley undertakes to consult with the DEAL Operating Entity before introducing any workflow changes and regarding any issues identified in the workflow, as a result of such changes or otherwise. Additionally, should the parties notice any negative change in identification rates because of a workflow error, Wiley undertakes both to fix the issue and make affected articles open access retrospectively until such time as the fix has been completed.

Publish and Read Payment Schedule

Based on extensive fact-based research, the parties have forecasted the number of Accepted Articles in Wiley Hybrid Journals for 2019 to be 9500. Payments consist of advance payments, corrections of advance payments based on prior year’s actual count including the German Language Additional Articles (or the Baseline Count if applicable) times the Publish and Read Fee (“Advance True-Ups”) and payments to bring the total to the actual amount of Accepted Articles in Hybrid Journals including the German Language Additional Articles (or the Baseline Count if applicable) times the Publish and Read Fee (“True-Ups”).

Date of invoice	Type of payment	Period covered	Amount or calculation
Execution of contract	Interim read fee	To 30 June 2019	€12,512,067
Execution of contract	Advance	1 July 2019 to 31 Dec 2019	€13,062,500 (9,500 articles times €2,750 Publish and Read Fee times 6/12)
November 2019	Advance	1 Jan 2020 to 31 Dec 2020	€26,125,000 (9,500 articles times €2,750 Publish and Read Fee)
February 2020	True-Up	1 July 2019 to 31 Dec 2019	Determined by final 2019 validated article count
February 2020	Advance True-Up	1 Jan 2020 to 31 Dec 2020	Determined by final 2019 validated article count
November 2020	Advance	1 Jan 2021 to 31 Dec 2021	Determined by final 2019 validated article count

February 2021	True-Up	1 Jan 2020 to 31 Dec 2020	Determined by final 2020 validated article count or the Baseline Count, whichever is greater
February 2021	Advance True-Up	1 Jan 2021 to 31 Dec 2021	Determined by final 2020 validated article count or the Baseline Count, whichever is greater
February 2022	True-Up	1 Jan 2021 to 31 Dec 2021	Determined by final 2021 validated article count or the Baseline Count, whichever is greater

Upon termination of this Agreement, the parties will create a final report as described in Section 5 of Appendix C and apply the article Baseline Count on a pro rata basis and do a True-Up.

Gold Journals

The fees for publications in Gold journals are based on Wiley's list prices, with a 20% discount for all Corresponding Authors from Member Institutions. As a deposit against fees for publications in Gold journals, the DEAL Operating Entity shall pay €200,000 (the "Baseline Deposit Amount"). Whenever the deposit account drops below €50,000, Wiley will invoice the DEAL Operating Entity for the amount necessary to restore the Baseline Deposit Amount. Upon expiration or termination of this Agreement, Wiley will refund any unused amounts remaining.

Consolidated Access Fee

To reflect additional value delivered and services to support the transformation towards Open Access and Open Science, including the perpetual access rights for archival content granted hereunder to all Member Institutions, the DEAL Operating Entity shall pay Wiley €2,000,000 upon execution of the Agreement.

Print Subscription Pricing

Member Institutions may purchase print subscriptions to Licensed Electronic Products at a discounted rate, if they had an equivalent term in their previous contract with Wiley. The rate will be as set forth in such previous contract. Print subscriptions may be ordered directly via the Wiley Customer Services department or through an agent.

Payment Terms

All invoices are to be paid, including where required by law, any applicable taxes on such amounts, by the DEAL Operating Entity within 30 days of the invoice date except with respect to the invoices sent upon execution of the Agreement which the DEAL Operating Entity shall pay by no later than January 31, 2019. When paying an invoice, the DEAL Operating Entity shall not be entitled to invoke any discount, deduction, compensation, or postponement whatsoever other than as expressly provided for in this Agreement.

APPENDIX F – MEMBER INSTITUTIONS LIST SIGN-UP LETTER

The parties will mutually agree on the Sign-Up Letter to be sent to each Member Institution. Such Sign-Up Letters must include all terms required by Wiley, including without limitation the rights and obligations of the Member Institutions set forth in Sections 1(a)-(c), 2, 4(b), 6(a), 7, 8(a), 9, 10, Appendix C and Appendix D as Wiley deems applicable, as well as the Member Institution's SAML configuration or IP-ranges. The parties may agree to amend the template Sign-Up Letter or to customize it for a particular Member Institution.

