

ENHANCED ACCESS MASTER AGREEMENT

Agreement with Wiley internal number 49039 (the “**Agreement**”) dated as of January 1, 2025 (the “**Effective Date**”) between John Wiley & Sons, Inc., a New York corporation, 111 River Street, Hoboken, New Jersey 07030 (“**Wiley US**”, and collectively with its affiliates “**Wiley**”), and **Conferencia de Rectores de las Universidades Españolas (CRUE)** located at Paseo Recoletos 27 3ª Planta, Madrid, Spain 28004 (the “**Customer**” or the “**Consortium**”) and together with Wiley, the “**Parties**” and each, a “**Party**.”

This Agreement is entered into between Wiley and the Consortium. The Consortium represents and warrants that it has the power and authority to act on behalf of its Member Institutions (the Customer(s) as defined below) identified in Schedule 1.

Wiley and the Consortium acknowledge that the Consortium has decided to collaborate with the two separate entities Consejo Superior de Investigaciones Científicas (CSIC) and Centres de Recerca de Catalunya (CERCA) with the purpose of advancing Open Access publication.

Wiley will conclude separate Read and Publish agreements with Consejo Superior de Investigaciones Científicas (CSIC) (Wiley internal number 50779) and with the Centres de Recerca de Catalunya (CERCA) (Wiley internal number 50780).

1. DEFINITIONS

The following terms have the meaning as set forth below:

- 1.1. **Agreement** means this Agreement with Wiley internal number 49039 between Wiley, the Consortium, and the Member Institutions, including the Appendices and Schedules, which are incorporated herein by reference or signed by the Parties and governed by the terms of this Agreement. In the event of any conflict between the terms of an Appendix, Schedule, or any Invoice Agreement Letter (or a written equivalent thereof), on the one hand and the terms of this Agreement on the other hand, the terms of the Appendix, Schedule, Invoice Agreement Letter (or written equivalent thereof) will govern.
- 1.2. **Article Allowance** means up to the maximum number of Eligible Articles that may be published in Gold Journals and in Hybrid Journals on an open access basis as specified in Section 5.1. (and includes those articles covered by the Post-Publication OA Conversion Right referenced in section 3.7.) and Appendix A.1.
- 1.3. **Article Publication Charge (APC)** means the charge levied by Wiley on the acceptance of an Eligible Article for publication on an open access basis in Gold Journals, the amount of which is dependent on the services and value provided by the journal in which such article is published.
- 1.4. **AI Technologies** means for purposes of this Agreement, software that is developed with or for the purpose of one or more machine learning techniques and approaches (including but not limited to supervised, unsupervised and reinforcement learning) and can generate outputs such as content, predictions, recommendations, or decisions influencing the environments with which they interact.
- 1.5. **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.
- 1.6. **AI Technologies** means for purposes of this Agreement, software that is developed with or for the purpose of one or more machine learning techniques and approaches (including but not limited to supervised, unsupervised and reinforcement learning) and can generate outputs such as content, predictions, recommendations, or decisions influencing the environments with which they interact.

- 1.7. **Authorized Users** means those persons who are authorized by the Customer to have access to the Licensed Electronic Products and fit into one or more of the below categories:
- 1.7.a. Current bona fide faculty members, students, researchers, staff members, librarians, scientific staff, other executives or employees of the Customer,
 - 1.7.b. Walk-in Users from the public or business invitees, and
 - 1.7.c. Contractors currently engaged by the Customer.
- 1.8. **Consortium** means the **Conferencia de Rectores de las Universidades Españolas (CRUE)**, which is authorized to negotiate and enter into this Agreement on behalf of its member institutions and is responsible for the payment of all fees and for the implementation of this Agreement.
- 1.9. **Customer** means each participating member institution listed in Schedule 1 (individually, and collectively, as the context may require) as well as the Consortium signing on their collective behalf. The Customers have authorized the Consortium to enter into this Agreement on their behalf and to be liable for and pay all fees due to Wiley under this Agreement.
- 1.10. **Dashboard** means the automated system (e.g., Oable, WOAD, Dashboard, or any successor thereto) designated by Wiley, including all products, services and features offered via the Dashboard, that enable the Customer to manage its WOAA.
- 1.11. **Electronic Products and Services** means all products, services, and content available in Wiley Online Library . Details specific to the type of electronic products or services licensed hereunder as well as fees and the Customer's access rights are provided in the appropriate Appendix. For the avoidance of doubt, the duration of an Appendix may never exceed the Agreement Term as detailed in section 8.1. below, but while the Agreement and Appendix are valid, the Customer may continue to order additional titles under the same Appendix and this Agreement.
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 - 1.11.b. **Licensed Electronic Services** means the electronic features and services in Wiley Online Library available to the Customer and its Authorized Users, including but not limited to:
 - 1.11.b.i. *EarlyView for Journals*: publishes peer reviewed, fully citable articles online as soon as they are ready, before the release of the compiled journal issue.
 - 1.11.b.ii. *Saved Title Alerts for Journals*: allows Authorized Users to request and receive via e-mail the tables of contents from any of the journals available online in Wiley Online Library and to receive notification of articles newly published which match specified search criteria.
- 1.12. **Eligible Article(s)** means:
- 1.12.a. Primary research and review articles, including but not limited to articles classified 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 (an illustrative list is set forth in Appendix A.1, which Wiley is permitted to update from time to time).
 - 1.12.b. Authored by Eligible Authors; and

- 1.12.c. Accepted from the date on which Customer's Dashboard is activated ("**Publishing Right Start Date**") up to **December 31, 2028**, for open access publication in a journal that is a Hybrid Journal (i.e., a Hybrid Journal as of the date of acceptance of the article) for the Hybrid Journal Publishing Right or a Flipped Journal (i.e., meaning either a Flipped Journal at the date of submission or a Hybrid Journal at the time of submission and flipped by the time of acceptance), or a Gold Journal (i.e., a Gold Journal as of the date of submission of the article) if Customer has elected and Wiley has approved the Gold Journal Publishing Right (the Publishing Right Start Date up to **December 31, 2028** is the ("**Publishing Right Period**").
- 1.13. **Eligible Author(s)** means authors:
- 1.13.a. Who are affiliated with a Customer where the research was conducted, i.e., students enrolled at or accredited to the Customer or who are teaching and research staff employed by the Customer (such affiliation is not necessary at all points in the research process);
 - 1.13.b. Who are designated as the responsible corresponding author within Wiley's submission system and Author Services platform. 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);
 - 1.13.c. For whom their affiliation has been confirmed pursuant to Section 3; and
 - 1.13.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).
- 1.14. **Flipped Journals** means all Hybrid Journals that change (also referred to as "flip") during the Term of the Agreement to journals that offer authors only the option to publish articles on an open access basis (known as "Gold Journals," see below). For the avoidance of doubt, the journals that fall within the definition of "Flipped Journals" apply only during the contract Term; on renewal or where a new agreement is entered, there will be a new set of Flipped Journals reflecting those that flip during that renewal or term of the new agreement. For purposes of this Agreement, the terms for Hybrid Journals apply to Flipped Journals, as described herein.
- 1.15. **Gold Journals** means the open access journals published by the Wiley affiliates identified in the preamble above, that offer authors only the option to publish articles on an open access basis. For purposes of this Agreement, Gold Journals do not include the Flipped Journals.
- 1.16. **Hybrid Journals** means the subscription journals published by the Wiley affiliates identified in the preamble above 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**").
- 1.17. **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>.
- 1.18. **Intellectual Property Rights**, these rights include, 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. All rights not specifically licensed herein to the Customers are expressly reserved by Wiley. The Licensed Electronic Products are solely for the personal, non-commercial use of the Authorized Users.

- 1.19. **Non-commercial** means the use is not intended for, directed towards, or to be used for commercial advantage or monetary compensation by an individual or organization, including by any third party partnering or collaborating with the Customer.
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- 1.21. **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 Appendices. The terms and conditions hereof are equally applicable to those products and services.
- 1.22. **WOAA** means the Wiley Open Access Account(s) (or any successor thereto) designated by Wiley and held by the Customer for the purposes of administering open access workflows in Wiley's journals.

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 - 2.5.b. The Licensed Electronic Products are available on Portico, CLOCKSS, or such third-party provider's platform;
 - 2.5.c. Wiley maintains copyright over the Licensed Electronic Products; and
 - 2.5.d. The Customer follows Portico's, CLOCKSS', or such third-party's procedures for accessing the Licensed Electronic Products.

Such access will be deactivated immediately on resumption of access to Wiley Online Library.

- 2.6. **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 the Customer to the Licensed Electronic Products, either of which are continuing for at least 30 days.

3. PUBLISHING RIGHT

- 3.1. **Publishing Right.** Wiley agrees, during the Publishing Right Period, in accordance with the terms set forth in Sections 3 and 5, and
- 3.1.a. Subject to the Article Allowance and the payment of the Annual Access & Journal Publishing Fees set forth in Appendix A.1, to publish Eligible Articles open access as requested by Eligible Authors in the Hybrid Journals and Flipped Journals ("**Hybrid Journal Publishing Right**") and to publish Eligible Articles open access as requested by Eligible Authors in the Gold Journals ("**Gold Journal Publishing Right**"). Wiley maintains up-to-date, publicly available, online lists of the applicable journals and the APCs, as described in Appendix A; the online lists govern the journals covered by this Agreement. The Parties agree the APCs are based on the services and value provided by the journal in which such articles are published. Wiley is permitted to change the applicable journals and the APCs from time to time (e.g., 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), price changes, etc.).
- 3.2. **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 (CC BY), Attribution Non-Commercial International (CC BY-NC), Attribution No-Derivatives International (CC BY-ND), or Attribution Non-Commercial No-Derivatives International (CC BY-NC-ND). The publication workflow will, whenever possible, direct Eligible Authors to CC BY as the first option if permitted by the applicable journal and its policies.

3.3. WOAA Workflow.

- 3.3.a. **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 Customer, 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) and that they do not need to pay an APC. If an author elects not to publish open access, the article will not be covered by this Agreement.
- 3.3.b. **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 by this Agreement.
- 3.3.c. **Flipped Journals.** Flipped Journals will follow the Gold WOAA Workflow for Gold Journals, but will utilize the Article Allowance for Hybrid Journals.
- 3.4. **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 Customer in the electronic editorial office submission system.
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 - 3.5.c. Include the Customer in the account list for all Hybrid Journals and Gold Journals as an account holder;
 - 3.5.d. Provide a link for the Customer on the Institutional Account List on Author Services;
 - 3.5.e. Identify on Wiley Online Library the Hybrid Journal and Gold Journal articles that are open access;
 - 3.5.f. Make reports of account activity available to the Consortium via the Dashboard;
 - 3.5.g. 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.

3.6. Open Access Conversion Right.

- 3.6.a. In Contract Year One only, Customer has the right (the “**OA Conversion Right**”) to request to cover articles that have not been published as open access and that satisfy the requirements of Section 1.12., and:
 - 3.6.a.i. for Hybrid Journals, 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), where such acceptance occurred between the date of the Agreement and the Publishing Right Start Date.
 - 3.6.b. To exercise the OA Conversion Right, Wiley will provide a list of articles eligible for conversion. Then, Customer 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.
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5. FEES AND CHARGES

5.1. Access & Journal Publishing Fees.

- 5.1.a. Consortium will pay a single, annual, non-refundable commitment fee for the Access Right for the Licensed Electronic Products granted under Appendix B and for the Journal Publishing Right under Appendices A and A.1. during each Contract Year, as specified in the Access and Publishing Right Table set forth in Appendix A.1 (the "**Annual Access & Journal Publishing Fee**").
- 5.1.b. Consortium will pay the Annual Access & Journal Publishing Fee in accordance with the relevant invoice.
- 5.1.b.i. Nothing should be assumed from the single fee applied for access and publishing rights.
 - 5.1.b.ii. The Article Allowance for each Contract Year does not roll over into a subsequent Contract Year and expires at the end of final Contract Year.
 - 5.1.b.iii. The allocation of the Article Allowance for the Customer is set forth in Appendix A, with a separate fixed Article Allowance for (a) Hybrid Journals and Flipped Journals and (b) Gold Journals each Contract Year. Customers are not permitted to specify the proportion of the Article Allowance per journal type.
 - 5.1.b.iv. The Consortium will manage Article Allowance allocation on a first-come, first-served basis. Consortium is not permitted to specify the proportion of the Article Allowance per journal type.
- 5.1.c. Funding requests are approved by the Consortium.
- 5.1.c.i. on acceptance of the article for Hybrid Journals, and
 - 5.1.c.ii. on submission of the article for Gold Journals or Flipped Journals.

- 5.1.d. **Fund Utilization.** Once the funding request has been approved, the request will only be deducted or drawn down from the Article Allowance at the later of:
 - 5.1.d.i. approval of the funding request and
 - 5.1.d.ii. acceptance of the article and the author completes the post-acceptance Author Services workflow.
- 5.1.e. Wiley is permitted to allocate the revenues received under this Agreement to its portfolio of journals as it deems appropriate.
- 5.1.f. In addition to the Annual Access & Journal Publishing Fee, other fees and charges for Licensed Electronic Products and other services provided by Wiley may be specified in Product Appendices attached hereto and will be due as set forth in the relevant invoice.
- 5.1.g. In the event that as of November 1st of each Contract Year, it is determined that the number of articles published in Hybrid Journals, including both Eligible Articles published on an open-access basis under this Agreement and those that the Customers decide to publish separately as subscription, will significantly underperform by more than 5% of the combined Hybrid Article Allowance, Wiley will agree to negotiate in good faith, an amended Annual Access & Publishing Fee and the Hybrid Article Allowance for the subsequent Contract Year.
- 5.2. The Consortium 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. Consortium will pay to Wiley the full amount of any invoice, regardless of any deduction that Consortium believes it is required by law to make, such that the net amount received by Wiley 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. Each Customer warrants that, where applicable to Customer, 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 a Customer is found not to be registered for VAT where applicable to Customer, Wiley reserves the right to invoice the applicable Customer retroactively for any additional associated assessment for value-added taxes.
- 5.3. 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 access to the Licensed Electronic Products, if the Customer fails to pay any fees as due under this Agreement within the payment terms stated in the applicable invoice. If Wiley executes this option, the Consortium will not be entitled to any reduction in the payment due, nor refund due to the suspension.
- 5.4. The Customer 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.
- 5.5. The Customer is responsible for ensuring that any third party authorized by the Customer to make payments on its behalf will promptly pay Wiley the full amounts due under this Agreement. The Consortium is responsible for ensuring compliance by the Member Institutions.
- 5.6. Wiley will annually send the Consortium an Invoice Agreement Letter (“**IAL**”) or equivalent written communication, which may be accompanied by updated Product Appendices.
 - 5.6.a. This Agreement will renew for the period set forth in the Invoice Agreement Letter for the fees agreed to and set forth in the IAL, upon any one of the following:
 - 5.6.a.i. Customer’s execution of the annual IAL, or equivalent written communication,

- 5.6.a.ii. Customer's written acceptance of the annual fees via email,
- 5.6.a.iii. Access enablement by Wiley to the Licensed Electronic Products upon Customer's written request, or
- 5.6.a.iv. Payment of the fees set forth therein.
- 5.6.b. Except as specifically set forth in the IAL or equivalent written communication as set forth above, the terms and conditions of this Agreement including updated Appendices continue to apply.
- 5.7. Wiley may issue the relevant invoice for online access to the Licensed Electronic Products through Wiley US or any of its Wiley Affiliates.
- 5.8. In addition to those Customers listed in Schedule 1, Consortium may propose to Wiley new institutions for inclusion in this Agreement, for Wiley's consideration and approval. Subject to Wiley's written approval, such new institutions could join the Agreement under the same terms and conditions for an additional fee (among any other appropriate terms) and on execution of a Sign-up Letter.

6. MUTUAL OBLIGATIONS

- 6.1. In addition to the obligations set forth herein, Wiley will:
 - 6.1.a. 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).
 - 6.1.a. Provide aggregate usage statistics to the Customer 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 the Customer's Authorized Users, consistent with applicable privacy laws and confidentiality requirements.
 - 6.1.b. Wiley will provide a Customer Success Manager (CSM) who works alongside the Customer's account manager, to ensure Customer and their Authorized Users have the resources and support needed to gain the most value from the partnership with Wiley.
- 6.2. In addition to the obligations set forth herein, the Customer will:
 - 6.2.a. Take all reasonable measures to inform Authorized Users of the Terms and Conditions of Use governing access to Wiley Online Library and to emphasize to such Authorized Users the need to comply with whatever restrictions on access, use, reproduction and transmission are included therein;
 - 6.2.b. Make access available to Authorized Users only through the Customer's Secure Network and using the authentication method(s) and valid parameters on Schedule 1 or other secure authentication method as described in the appropriate Appendix; 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.

- 6.2.c. Provide Wiley with information in Schedule 1 about the Customer's specific authentication method and valid parameters which can be used by Wiley to authenticate Authorized Users. The Customer represents that all such authentication method and parameters will be limited to the Customer's Secure Network and will be listed in Schedule 1 as updated from time to time. The Customer is responsible for ensuring that all specific authentication method and valid parameters on Schedule 1 or otherwise provided to Wiley correspond with the Customer's valid parameters and are limited to the physical addresses specified in this Agreement. Without limiting the Customer's obligations hereunder or Wiley's rights and remedies in the event of breach, the Customer agrees to pay Wiley, if Wiley so elects, for any access to Wiley Online Library for any Parameters that do not meet the preceding criteria.
- 6.2.d. 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 the Customer's attention; and cooperate fully 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, the Customer will not be responsible for such unauthorized use which is without the express or implied consent of the Customer, provided that the Customer 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.
- 6.2.e. The Customer is permitted to host self-archived articles authored by its Authorized Users in the Customer's institutional repository, subject to the following provisions. Authorized Users who are authors or co-authors of articles in journals published by Wiley during the Term may deposit the peer reviewed and accepted version of their articles in the Customer's institutional repository for public access twelve (12) to twenty-four (24) months after the beginning of the month of first publication, whether as an Early View article or in an online issue of a journal published by Wiley. The self-archiving right shall commence on January 1, 2025 and shall apply to articles published from October 1, 2023 and throughout the term and any renewals, subject to the embargo period of twelve (12) months for articles in scientific, technical, medical, and psychology (STM) journals, and twenty-four (24) months for articles in social science and humanities (SSH) journals.
- 6.2.e.i. In the event that during the Term of this Agreement Wiley reduces the above-mentioned embargo periods, the Customer will benefit from that reduction.
- 6.2.e.ii. The deposited version must link to the final article on Wiley Online Library, must indicate that the deposited version is the peer reviewed version, and must include a citation to the final published version—for example, by including the following notice: "This is the peer reviewed version of the following article: FULL CITE, which has been published in final form at [link to final article]."
- 6.2.e.iii. The Customer will make reasonable efforts to provide Wiley annually with statistics about the number of articles deposited each year by Authorized Users (or the Customer's library staff on their behalf) under this provision, together with usage data about the number of accesses to and downloads of such articles, consistent with applicable privacy and confidentiality laws.
- 6.2.e.iv. The Customer may not redistribute such self-archived articles except as permitted in this paragraph, whether for commercial or non-commercial purposes.
- 6.2.e.v. This provision does not give the Customer or any Authorized User the right to incorporate into any institutional or other repository Wiley's final published version from the Licensed Electronic Products (as distinct from the version of the article accepted for publication including the revisions from the peer review process). For clarity, nothing in this paragraph will eliminate or limit any other rights that the Customer or any Authorized User may have to deposit, host or make available articles published in Wiley journals
- 6.2.e.vi. .

7. PRIVACY AND DATA PROTECTION POLICY

- 7.1. Wiley recognizes the importance of protecting the information it collects in the operation of Wiley Online Library and will act in compliance with the Privacy Policy posted at <https://www.wiley.com/en-us/privacy>.
- 7.2. The Parties agree to comply with all applicable federal and international laws and regulations relating to data protection and privacy, including without limitation the Regulation (EU) 2016/679 of the European Parliament and of the Council (“**GDPR**”).
 - 7.2.a. The Parties agree to the terms set forth in the Data Processing Addendum set forth in Schedule 2.

8. TERM AND TERMINATION

- 8.1. The Term of this Agreement commences on **January 1, 2025** and ends on **December 31, 2028** (the “**Term**”).
- 8.2. Wiley may 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 Electronic Products, Wiley Online Library, or any other Wiley platform, and the Customer will assist Wiley as necessary.
- 8.3. 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 will give written notice of its intention to terminate and will allow the breaching party sixty (60) days after receipt of such notice to remedy the breach.
- 8.4. During the term of each applicable Appendix, the Customer may license additional Electronic Products under such Appendix and this Agreement. If the Term of the Agreement as set forth in Section 8.1. is extended, the term of the applicable Appendices will be automatically extended to run concurrently with the Term to allow the Customer to continue to license additional products under such Appendix in subsequent years. Notwithstanding anything to the contrary, the Appendix term may never exceed the Term.
- 8.5. The performance of the Member Institutions of their obligations under the Agreement shall be subject to and contingent upon the availability of funds provided, allocated, or allotted in institutional budgets or otherwise lawfully expendable for the purpose of the Agreement for the current and future Agreement term. Any Member Institution shall provide notice to Wiley of the non-availability of such funds by November 1st and the intent to terminate the Agreement beginning on January 1st of the forthcoming year. If a Member Institution executes this option, no refund of payment already received by Wiley will be owed to the Member Institution. The determination of whether funds are available shall be made in the sole discretion of the applicable Member Institution. The termination of participation by one Member Institution will not constitute a default or a termination of participation of any other Member Institutions under the Agreement and shall not be grounds for any increase in fees payable by other Member Institutions.
 - 8.5.a. Notwithstanding 8.5., in the event that termination of participation by a Member Institution equals a reduction in value of the Annual Access & Journal Publishing Fee by 5% or more, Wiley and the Consortium will renegotiate in good faith the Article Allowance and Annual Access & Journal Publishing Fee.

9. WARRANTY AND DISCLAIMERS

- 9.1. Wiley represents and warrants that it has the right and authority to make the Licensed Electronic Products available to the Customer and its Authorized Users 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.

- 9.2. Wiley Online Library or the Electronic Products 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.
- 9.3. Except for the warranties provided by Wiley in Section 9.1 above,
 - 9.3.a. WILEY ONLINE LIBRARY, THE 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.
 - 9.3.b. THE USE OF THE ELECTRONIC PRODUCTS, WILEY ONLINE LIBRARY, AND ALL MATERIALS IS AT THE AUTHORIZED USER'S OWN RISK.
 - 9.3.c. ACCESS TO WILEY ONLINE LIBRARY, AND THE ELECTRONIC PRODUCTS MAY BE INTERRUPTED AND MAY NOT BE ERROR FREE.
 - 9.3.d. NEITHER WILEY NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING WILEY ONLINE LIBRARY, THE ELECTRONIC PRODUCTS, OR THE MATERIALS CONTAINED IN 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, THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN.
- 9.4. Wiley will 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 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 the Customer has failed to comply with other material terms of this Agreement.
- 9.5. The Customer will give prompt notice of an infringement claim to Wiley, will provide such cooperation and assistance to Wiley as is reasonably necessary to defend the claim, and will 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.
- 9.6. The Consortium represents and warrants that it has been granted the authority to sign this Agreement on behalf of the Member Institutions and will 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 indemnity will survive the termination of the Agreement.

10. CONFIDENTIALITY PROVISIONS

- 10.1. While negotiating this Agreement and during the Term thereafter, Wiley may provide the Customer with certain information, which may be oral or written (including information in electronic format), which is deemed confidential. For the purposes of this Agreement, Confidential Information is defined to include, but is not limited to, the terms and conditions of this Agreement that have been negotiated, such as financial terms, the substance of all

negotiations relating thereto, all information pertaining to Wiley Online Library which is proprietary to Wiley, and any other material which has either been marked “confidential” by Wiley or which, by the nature of the circumstances surrounding the disclosure, would be understood to be confidential by a reasonable party.

- 10.2. Subject to applicable law, the Customer may only use Confidential Information for the purposes of negotiating and implementing this Agreement. The Customer 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 Customer including affiliates of the Customer 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. When disclosure is legally mandated, the parties will use, whenever possible, a version of the Agreement without Confidential Information.
- 10.3. Customer and Wiley agree as of now that the terms of this Agreement, without the detailed fees per Institution, will be made available in the ESAC Registry of transformative agreements.

11. GENERAL PROVISIONS

- 11.1. The Consortium and Wiley 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.
- 11.2. Wiley may assign this Agreement to its successors, subsidiaries or assigns. This Agreement may not be assigned by the Customer except with the prior written consent of Wiley.
- 11.3. This Agreement is governed and interpreted in accordance with Spanish law without regard to such country’s conflict of law rules. Any legal action, suit or proceeding arising out of or relating to this Agreement or the breach thereof must be instituted in a court of competent jurisdiction in Madrid, Spain 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.
- 11.4. In the event of a material breach of the terms and conditions of this Agreement by either Party, the non-breaching Party may be entitled, in addition to any other remedies available pursuant to this Agreement or at law, to equitable, including injunctive, relief.
- 11.5. 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 thirty (30) days or it is inadvisable or commercially impractical to perform due to Force Majeure, Wiley may terminate the Agreement without penalty or charge, on written notice, and Wiley’s performance will be fully excused.
- 11.6. 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 the Customer’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.

- 11.7. This Agreement with Wiley internal number **49039** 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 section of this Agreement is determined to be void or unenforceable, the remainder of the Agreement will survive.
- 11.8. **Severability.** The Parties agree that if any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect, and the illegal, invalid or unenforceable provision will be replaced with a provision that is legal and valid and most closely reflects the intent of the Parties.
- 11.9. **Waiver and Cumulative Remedies.** No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.
- 11.10. In the event that this Agreement is executed in English and in a translated version, each party acknowledges that it has reviewed both language versions and that they are substantially the same in all material respects. If there is any discrepancy between these two versions, the English language version will prevail to the extent of the inconsistency.

AGREED AND ACCEPTED

Conferencia de Rectores de las Universidades Españolas (CRUE)

Signature: _____

Name: _____

Title: _____

Date: _____

John Wiley & Sons Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1: INFORMATION FOR CONSORTIUM AND MEMBER INSTITUTIONS

Name of the Consortium: CRUE Conferencia de Rectores de las Universidades Españolas

The following Member Institutions of the **CRUE** have agreed to the terms of their participation in this Agreement, as of the above date. Financial terms and supporting documentation for these participants are included in the appendices. Information on sites and contacts for these participants follows.

When additional constituent Member Institutions of the CRUE consortium agree in writing to the terms of their participation in this Agreement, they are deemed to be included in the definition of Customer as parties to the Agreement. Schedule 1 will be amended to include information on sites and contacts. Financial terms and other supporting documents for each such Customer-Member Institution will be attached to this Agreement in the appendices.

The following are constituent members (Member Institutions) of the CRUE Consortium:

CRUE Conferencia de Rectores de las Universidades Españolas	Universitat de Girona	UNIRIS Consorcio
BUCLE Bibliotecas Universitarias de Castilla y León	Universitat Rovira i Virgili	Universidad Complutense de Madrid
Universidad de Burgos	Universitat Oberta de Catalunya	Universidad de Deusto
Universidad de León	Universitat Ramon Llull	Universidad de La Laguna
Universidad de Salamanca	Universitat de Vic	Universidad de Las Palmas de Gran Canaria
Universidad de Valladolid	Universitat Internacional de Catalunya	Universidad de Murcia
CBUA Consorcio de Bibliotecas Universitarias de Andalucía	Universitat Illes Balears	Universidad de Navarra
Universidad de Almería	G-9 Consorcio	Universidad Europea de Madrid SLU
Universidad de Cádiz	Universidad de Cantabria	Universidad Miguel Hernández de Elche
Universidad de Córdoba	Universidad de Castilla-La Mancha	Universidad Politécnica de Cartagena
Universidad de Granada	Universidad de Extremadura	Universitat d'Alacant
Universidad de Huelva	Universidad de la Rioja	Universitat de Valencia
Universidad de Jaén	Universidad de Oviedo	Universitat Politècnica de Valencia
Universidad de Málaga	Universidad de Zaragoza	Fundación Universitaria San Pablo CEU
Universidad de Sevilla	Universidad del País Vasco	Universidad Pontificia de Comillas (Madrid)
Universidad Pablo de Olavide	Universidad Pública de Navarra	Universidad Nebrija
Universidad Internacional de Andalucía	Madroño Consorcio	Universidad Alfonso X El Sabio
CISUG Consorcio Interuniversitario del Sistema Universitario de Galicia	Universidad Autónoma de Madrid	Universidad Pontificia Salamanca
Universidade da Coruña	Universidad Carlos III de Madrid	CRUE Other members
Universidade de Santiago de Compostela	Universidad de Alcalá de Henares	Fundación Instituto de Empresa
Universidade de Vigo	Universidad Rey Juan Carlos	Universidad Católica de Ávila
CSUC Consorci de Serveis Universitaris de Catalunya	Universidad Politécnica de Madrid	Universidad San Jorge
Universitat de Barcelona	Universidad Nacional de Educación a Distancia	Universitat Jaume I
Universitat Autònoma de Barcelona	UNIRIS Consorcio	
Universitat Politècnica de Catalunya	Universidad Complutense de Madrid	
Universitat Pompeu Fabra	Universidad de Deusto	
Universitat de Lleida	Universidad de La Laguna	

Conferencia de Rectores de Universidades Españolas Agreement Administrator:

Name: Victor Jiménez

Address: Paseo de Recoletos, 27 – 3ª planta

Telephone: +34 608 45 72 04

E-mail: v.jimenez@crue.org

SCHEDULE 2: DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) dated January 1, 2025 (“**Effective Date**”) is between **Conferencia de Rectores de las Universidades Españolas (CRUE)** (“**Customer**”) and, John Wiley & Sons, Inc., a New York corporation, 111 River Street, Hoboken, New Jersey 07030 acting on its own behalf and as agent for each Wiley Affiliate (collectively, “**Wiley**”) (together with Customer, the “**Parties**”).

In the course of providing Electronic Product and Services to Customer, Wiley may Process Customer Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to such Processing of Customer Personal Data. This Agreement does not apply to data subjects who register an account separately with Wiley to access Wiley Online Library or access other Wiley services not covered by the Master Agreement.

1. Definitions:

- 1.1. “**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.
- 1.2. “**Customer Personal Data**” means Personal Data Processed by Wiley or a Subprocessor on behalf of Customer in connection with the Electronic Product and Services.
- 1.3. “**Data Protection Laws**” means all laws, regulations, and other legal or self-regulatory requirements in any jurisdiction applicable to the Processing of Customer Personal Data in connection with the Electronic Product and Services, 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.
- 1.4. “**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.
- 1.5. “**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data.
- 1.6. “**Electronic Products and Services**” means the electronic (online) editions of Wiley journals and other publications and the content therein, which the Customer has licensed under Master Agreement and the electronic features and services in Wiley Online Library available to the Customer to be supplied or carried out by or on behalf of Wiley for Customer.
- 1.7. “**Subprocessor**” means any third party appointed by or on behalf of Wiley to Process Customer Personal Data.
- 1.8. The terms “**Business**”, “**Controller**”, “**Processing**”, “**Processor**”, “**Service Provider**” and “**Supervisory Authority**” shall have the same meaning as in the GDPR or the CCPA, as applicable, and their cognate terms shall be construed accordingly.

2. Processing of Customer Personal Data

- 2.1. *Roles of the Parties.* The Parties acknowledge and agree that with regard to the Processing of Customer Personal Data, Customer is the Controller or Business (as applicable), Wiley is the Processor or Service Provider (as applicable), and Wiley will engage Subprocessors for the provision of services specifically related to the Agreement pursuant to the requirements set forth in Section 5 (Subprocessors) below.
- 2.2. *Customer’s Processing of Personal Data.* Customer shall, in its use of the Electronic Product and Services, Process Personal Data in accordance with the requirements of Data Protection Laws, including any applicable requirement to provide notice to Data Subjects of the use of Wiley as Processor. Customer represents and warrants that it has provided notice and obtained all consents and rights to the extent required by Data Protection Laws for Wiley to Process Customer Personal Data and provide the Electronic Product and Services. Customer shall ensure that its instructions for the Processing of Customer Personal Data comply with, and will not cause Wiley to be in breach of, Data Protection Laws. As between the Parties, Customer is solely responsible for (i) the accuracy, quality, and legality of the Customer Personal Data provided to Wiley by or on behalf of Customer, (ii) the means by which Customer acquired Customer Personal Data, and (iii) the instructions it provides to Wiley. Customer specifically acknowledges that its use of the Electronic Product and Services will not violate the rights

of any Data Subject that has opted out from sales or other disclosures of Personal Data, to the extent applicable.

2.3. *Wiley's Processing of Personal Data.* Wiley shall Process Customer Personal Data in compliance with Data Protection Laws and only for the following purposes: (i) Processing to provide the Electronic Product and Services; (ii) Processing initiated by Data Subjects in their use of the Electronic Product and Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer where such instructions are consistent with this DPA and Data Protection Laws. If Processing of Customer Personal Data is required by laws to which Wiley is subject, Wiley shall to the extent permitted by law inform Customer of the legal requirement before such Processing occurs. Wiley will not sell Customer Personal Data.

2.4. *Instructions for Processing.* Customer instructs Wiley (and authorizes Wiley to instruct each Subprocessor) to (i) Process Customer Personal Data and (ii) transfer Customer Personal Data to any country or territory as reasonably necessary for the provision of the Electronic Product and Services and in accordance with Section 11 (Restricted Transfers) below. The subject matter of and duration of Processing of Customer Personal Data, the nature and purpose of the Processing, the types of Customer Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 2a attached hereto

3. Personnel

3.1. Wiley shall take reasonable steps to ensure the reliability of its personnel who Process Customer Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Data Security

4.1. 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, Wiley shall in relation to Customer 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) of GDPR. In assessing the appropriate level of security, Wiley shall take into account the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Subprocessors

5.1. *Appointment of Subprocessors.* Customer authorizes Wiley to appoint third-party Subprocessors in connection with the provision of the Electronic Product and Services. Wiley has entered or will enter into a written agreement with each Subprocessor containing data protection obligations not less protective than those in this DPA with respect to the protection of Customer Personal Data, to the extent applicable to the nature of the services provided by such Subprocessor. The list of Subprocessors engaged by Wiley for the provision of services specifically related to the Agreement as of the date of this DPA is set forth in Schedule 2a, attached hereto, and Customer hereby consents to such Subprocessors.

5.2. *Notification of New Subprocessors and Customer's Right to Object.* Wiley will give written notice to Customer of the appointment of any new Subprocessor for the provision of services specifically related to the Agreement that may process Customer Personal Data. If, within ten (10) business days of receipt of that notice, Customer (acting reasonably and in good faith) notifies Wiley in writing of any objection to the appointment, Wiley will use reasonable efforts to address Customer's objection or recommend a commercially reasonable change to Customer's use of the Electronic Product and Services to avoid Processing of Customer Personal Data by the objected-to new Subprocessor. After this process, if a resolution has not been agreed to within ten (10) business days, Wiley will proceed with engaging the Subprocessor.

5.3. Where a Subprocessor fails to fulfill its data protection obligations in connection with the Processing of Customer Personal Data under this DPA, Wiley will remain fully liable to Customer for the performance of that Subprocessor's obligations.

6. Personal Data Breach

6.1. Wiley shall notify Customer without undue delay and at least within 72 hours upon becoming aware of a Personal Data Breach. Wiley shall provide Customer with sufficient information to allow Customer to meet any obligations to report or inform Data Subjects of each such Personal Data Breach under Data

Protection Laws. Wiley shall make reasonable efforts to cooperate with Customer and take reasonable commercial steps to assist in the investigation, mitigation and remediation of each such Personal Data Breach, to the extent such mitigation and remediation is within Wiley's reasonable control. Wiley shall have no liability for any costs arising from a Personal Data Breach except to the extent caused by Wiley's breach of this DPA.

7. Rights of Data Subjects

- 7.1. Taking into account the nature of the Processing, Wiley shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Customer's obligation to respond to requests to exercise Data Subjects' rights under Data Protection Laws.
- 7.2. If Wiley receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data, Wiley shall: (i) promptly notify Customer; and (ii) ensure that it does not respond to that request except on the documented instructions of Customer or as required by laws to which Wiley is subject, in which case Wiley shall to the extent permitted by law inform Customer of that legal requirement before responding to the request.

8. Data Protection Impact Assessment and Prior Consultation

- 8.1. Wiley shall provide reasonable assistance to Customer with any data protection impact assessments and prior consultations with Supervisory Authorities or other competent data privacy authorities, which Customer reasonably considers to be required by Data Protection Laws, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, Wiley.

9. Deletion or Return of Customer Personal Data

- 9.1. Customer may in its absolute discretion by written notice to Wiley within fifteen (15) days of the date of cessation of any Electronic Product and Services involving the Processing of Customer Personal Data (the "**Cessation Date**"), require Wiley to return a complete copy of all Customer Personal Data to Customer and/or delete and procure the deletion of all other copies of Customer Personal Data. Wiley shall comply with any such written request within sixty (60) days of the Cessation Date. Upon Customer's request, Wiley shall provide written certification that it has fully complied with this Section. Notwithstanding the foregoing, Wiley may retain Customer Personal Data to the extent required by applicable laws or regulatory requirements or otherwise pursuant to Wiley's internal data backup procedures, provided that such copies are kept confidential and secure in accordance with this DPA.

10. Audit Rights

- 10.1. Wiley shall make available to Customer, on reasonable request and at least forty-five (45) days' prior written notice, reports, documentation and other information reasonably necessary to demonstrate compliance with this DPA, and shall allow for and contribute to reasonable audits by or on behalf of Customer in relation to its Processing of Customer Personal Data as set forth in this Section. Customer agrees that, to the extent applicable, the reports, documentation and other information will satisfy any audit or inspection requests by or on behalf of Customer. Any such audit shall be subject to appropriate confidentiality obligations as determined in Wiley's discretion.
- 10.2. If Customer requests an on-premises audit, the following terms shall apply: (i) such audit shall be limited to facilities operated by Wiley; (ii) unless otherwise mutually agreed upon by the Parties, such audit shall not last more than two (2) business days; and (iii) before the commencement of any such on-premises audit, the Parties will mutually agree upon the scope, timing and duration of the audit. Wiley need not give access to its premises for the purposes of such an audit: (a) to any individual unless they produce reasonable evidence of identity, authority, and a duty to maintain confidentiality with respect to the Customer Personal Data and any Wiley information reasonably considered confidential; or (b) outside normal business hours at those premises, unless the audit by law needs to be conducted on an emergency basis and the Customer has given reasonable notice of such emergency to Wiley before any audit or inspection occurs.
- 10.3. Customer will not exercise such audit right more frequently than once in any calendar year and Customer will bear the full cost and expense of any such audit, unless such audit discloses a security incident which directly impacts Customer Personal Data and is caused by Wiley's breach of this DPA, in which case Wiley will bear the reasonable cost and expense of such audit.

11. Restricted Transfers

- 11.1. Customer acknowledges and agrees that Processing of Customer Personal Data may include transferring Customer Personal Data outside the Data Subject's country of residence. Customer shall obtain all necessary consents from Data Subjects for such transfers of Customer Personal Data. Where, under Data Protection Laws, there are (or there become) restrictions, approvals or conditions placed upon Customer or Wiley transferring Customer Personal Data outside the Data Subject's country of residence, the Parties shall comply with all such requirements.
- 11.2. To the extent that Wiley Processes any Customer Personal Data that originates from the United Kingdom in a country that has not been designated as providing an adequate level of protection for Personal Data, Wiley and Customer hereby agree to the clauses set out in the European Commission's Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data from the European Union to processors established in third countries ("**UK SCCs**"). Where applicable, the UK 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 UK SCCs. The information required by Appendix 1 and Appendix 2 to the UK SCCs is set forth in Schedule 2a, attached hereto. If the UK SCCs are amended, replaced, or superseded by a new set of clauses, Wiley and Customer hereby agree to such new clauses with an effective date of the latest date permitted by the relevant authority.
- 11.3. To the extent that Wiley Processes any Customer 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 Customer 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 Two of the EU SCCs shall apply where Customer is the Controller and Wiley is a Processor, and Module Three of the EU SCCs shall apply where Customer is a Processor and Wiley is a Subprocessor. The information required by the Appendix to the EU SCCs is set forth in Schedule 2a, attached hereto. If the EU SCCs are amended, replaced, or superseded by a new set of clauses, Wiley and Vendor hereby agree to such new clauses with an effective date of the latest date permitted by the relevant authority

12. Indemnification; Limitation of Liability

- 12.1. Each Party (an "**Indemnifying Party**") will indemnify, defend and hold harmless the other Party (an "**Indemnified Party**") from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) in connection with any claim by a third party arising from or relating to any breach by the Indemnifying Party of its obligations in this DPA, except to the extent the Indemnified Party is responsible for the event giving rise to the claim. Where both Parties are responsible for the event giving rise to the claim, the Parties expressly agree to indemnify in proportion to each Party's share of such negligence or misconduct.
- 12.2. Each Party's indemnification obligation is subject to the Indemnifying Party receiving: (i) prompt notice of such claim (but in any event notice in sufficient time for the Indemnifying Party to respond without prejudice); (ii) the option to direct any defense; and (iii) all necessary cooperation of the Indemnified Party. The Indemnified Party shall have the right to consult with its own counsel at its own expense. The Indemnifying Party shall not settle any claim without the written consent of the Indemnified Party unless the settlement fully and unconditionally releases the Indemnified Party and does not require the Indemnified Party to pay any amount, take any action, or admit any liability.
- 12.3. In no event shall Wiley or its affiliates, partners, directors, officers, shareholders, employees, advisors or agents be liable for: (i) any indirect, incidental, consequential, punitive or special damages (including lost profits, loss of use or lost data), even if advised of the possibility of such damages; or (ii) in the aggregate any amount that one million in the currency under which the fees are paid.

13. General Terms

- 13.1. *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.

- 13.2. *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' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable provision had never been contained therein.
- 13.3. *Survival.* Sections 12 and 13 shall survive termination of this DPA.
- 13.4. *Governing Law and Jurisdiction.* The UK SCCs (if such clauses are applicable) shall be governed by and construed in accordance with the laws of England and Wales and the Parties hereby consent and submit to the exclusive jurisdiction of the courts of England and Wales. The EU SCCs (if such clauses are applicable) shall be governed by and construed in accordance with the laws of the Republic of Ireland and the Parties hereby consent and submit to the exclusive jurisdiction of the courts of the Republic of Ireland.

SCHEDULE 2A: DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

A. Data Exporter

Where applicable, the “data exporter” (as that term is used in the UK SCCs and EU SCCs) refers to Customer, which is transferring data pursuant to this DPA. Customer’s data protection officer may be contacted as detailed in Schedule 1.

B. Data Importer

Where applicable, the “data importer” (as that term is used in the UK SCCs and EU SCCs) 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 Customer Personal Data relates (*select all that apply*)

- | | |
|--|---|
| <input type="checkbox"/> Wiley employees/contractors | <input type="checkbox"/> Website visitors |
| <input type="checkbox"/> Candidates for employment at Wiley | <input type="checkbox"/> Students |
| <input type="checkbox"/> Authors/editors/reviewers | <input type="checkbox"/> Minors (children under 18) |
| <input checked="" type="checkbox"/> Customers/clients/end users of a Wiley product or service | <input type="checkbox"/> Other (<i>describe</i>): |
| <input type="checkbox"/> Prospective customers/clients/end users of a Wiley product or service | |

D. Categories of Customer Personal Data to be Processed by Wiley (*select all that apply*)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Name or other identifier (e.g., username, alias, social media handle, other unique personal identifier) | <input type="checkbox"/> Location data |
| <input checked="" type="checkbox"/> Contact information (e.g., email address, phone number, fax number, physical address) | <input checked="" type="checkbox"/> IP/MAC address, cookie ID, device information, or other electronic identification data |
| <input type="checkbox"/> Picture or video | <input type="checkbox"/> Preferences and interests |
| <input type="checkbox"/> Government identification number or image (e.g., Passport information, Social Security Number, Driver’s License number) | <input type="checkbox"/> Browsing history, search history |
| <input type="checkbox"/> Financial account information (e.g., credit card number, financial account number, cardholder data) | <input type="checkbox"/> Shopping and purchase history |
| <input type="checkbox"/> Date of birth | <input type="checkbox"/> Education information |
| <input type="checkbox"/> Username plus password or security question/answer | <input type="checkbox"/> Employment/professional information |
| | <input type="checkbox"/> Sex, gender |
| | <input type="checkbox"/> Marital status |
| | <input type="checkbox"/> Background check information |
| | <input type="checkbox"/> Other (<i>describe</i>): |

E. Special categories of data (*select all that apply, or N/A if not applicable*)

- | | |
|--|--|
| <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Political opinions |
| <input type="checkbox"/> Biometric data | <input type="checkbox"/> Racial/ethnic origin |
| <input type="checkbox"/> Criminal offenses/convictions | <input type="checkbox"/> Religious/philosophical beliefs |
| <input type="checkbox"/> Genetic data | <input type="checkbox"/> Sex life/orientation |
| <input type="checkbox"/> Health/medical data | <input type="checkbox"/> Trade union membership |

F. Processing of Customer Personal Data

Customer Personal Data is Processed for the following purposes: (i) Processing to provide the Services; (ii) Processing initiated by Data Subjects in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer where such instructions are consistent with this DPA

and Data Protection Laws. The subject matter and duration of the Processing of Customer Personal Data shall be as consistent with the Services and 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 access or 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 by the Wiley Security Operations Center (SOC). 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 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. List of Sub-processors Processing Customer Personal Data:

Amazon	Sendgrid
Google	Cloudflare
Synoptek	NetApp
Equinix	

I. Description of transfer

Categories of data subjects whose personal data is transferred: As set forth in Section C of this Schedule 2a.

Categories of personal data transferred: As set forth in Section D of this Schedule 2a.

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 Schedule 2a.

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 Schedule 2a.

Purpose(s) of the data transfer and further processing: As set forth in Section F of this Schedule 2a.

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 Schedule 2a.

J. Competent Supervisory Authority

Where the Customer 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 Customer 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 Schedule 2a, shall act as competent supervisory authority.

LICENSED ELECTRONIC PRODUCTS AND SERVICES

APPENDIX A: PUBLISHING RIGHT

Customer: Conferencia de Rectores de las Universidades Españolas (CRUE)

Hybrid Journals, Gold Journals, and Corresponding APCs

Wiley maintains up-to-date, publicly available, online lists of Gold Journals and Hybrid Journals, and the APCs for each, available as follows:

- Hybrid Journals: <https://authorservices.wiley.com/asset/Wiley-Journal-APCs-OnlineOpen.xlsx>
- Gold Journals: <https://authorservices.wiley.com/asset/Wiley-Journal-APCs-Open-Access.xlsx>.

Wiley will provide Customer on a yearly basis the list of Flipped Journals for the following year during the Term. While such titles will appear in the above link for Gold Journals, the Flipped Journals are covered by the Article Allowance for Hybrid Journals as set forth in the Agreement.

Wiley may change the URL(s) at its sole discretion. These lists govern the journals covered by this Agreement.

APPENDIX A.1: ACCESS AND PUBLISHING RIGHT TIME PERIOD, ARTICLE ALLOWANCE FEE TABLE, AND ILLUSTRATIVE ARTICLE CLASSIFICATIONS

Access and Publishing Right Table

CRUE	Contract Year One	Contract Year Two	Contract Year Three	Contract Year Four
Applicable Time Period	January 1, 2025 to December 31, 2025	January 1, 2026 to December 31, 2026	January 1, 2027 to December 31, 2027	January 1, 2028 to December 31, 2028
CRUE Hybrid Article Allowance per Contract Year, which allowance also covers Flipped Journals	1,969.00	2,020.00	2,073.00	2,127.00
CRUE Gold Article Allowance per Contract Year	123.00	126.00	130.00	133.00
CRUE Total Annual Access & Publishing Fee per Contract Year	6,036,244.39 €	6,192,966.00 €	6,355,468.15 €	6,520,144.42 €

`CRUE Details by Member				
BUCLE Bibliotecas Universitarias de Castilla y León	216,513.28 €	221,925.10 €	227,477.10 €	233,172.20 €
Universidad de Burgos	8,958.05 €	9,182.00 €	9,412.50 €	9,654.74 €
Universidad de Leon	7,670.35 €	7,862.07 €	8,057.13 €	8,260.10 €
Universidad de Salamanca	21,467.84 €	22,004.54 €	22,554.65 €	23,118.50 €
Universidad de Valladolid	16,032.08 €	16,432.85 €	16,848.20 €	17,264.77 €
CBUA Consorcio de Bibliotecas Universitarias de Andalucía	966,092.44 €	990,256.51 €	1,016,856.43 €	1,044,091.07 €
Universidad de Almeria	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>
Universidad de Cadiz	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>

Universidad de Cordoba	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>
Universidad de Granada	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>
Universidad de Huelva	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>
Universidad de Jaen	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>
Universidad de Malaga	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>
Universidad de Sevilla	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>
Universidad Pablo de Olavide	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>	<i>Invoice to CBUA</i>
CISUG Consorcio Interuniversitario del Sistema Universitario de Galicia	384,410.71 €	394,088.73 €	404,021.41 €	414,208.29 €
Universidade da Coruna	<i>Invoice to CISUG</i>	<i>Invoice to CISUG</i>	<i>Invoice to CISUG</i>	<i>Invoice to CISUG</i>
Universidade de Santiago de Compostela	<i>Invoice to CISUG</i>	<i>Invoice to CISUG</i>	<i>Invoice to CISUG</i>	<i>Invoice to CISUG</i>
Universidade de Vigo	<i>Invoice to CISUG</i>	<i>Invoice to CISUG</i>	<i>Invoice to CISUG</i>	<i>Invoice to CISUG</i>
CSUC Consorci de Serveis Universitaris de Catalunya				
Universitat de Barcelona	406,262.85 €	416,463.26 €	426,932.07 €	439,468.83 €
Universitat Autònoma de Barcelona	205,923.43 €	211,096.31 €	216,405.31 €	225,450.19 €
Universitat Politècnica de Catalunya	103,626.79 €	108,030.54 €	110,702.81 €	111,643.47 €
Universitat Pompeu Fabra	88,896.12 €	90,823.25 €	92,799.48 €	94,828.64 €
Universitat de Lleida	63,705.02 €	65,316.44 €	66,970.27 €	68,666.42 €
Universitat de Girona	80,483.36 €	82,531.53 €	84,633.60 €	86,789.46 €
Universitat Rovira i Virgili	117,477.33 €	118,594.76 €	123,388.97 €	124,659.80 €
Universitat Oberta de Catalunya	39,540.15 €	40,522.54 €	41,530.79 €	42,564.84 €
Universitat Ramon Llull	45,862.80 €	47,009.78 €	48,186.94 €	49,394.23 €
Universitat de Vic	25,792.31 €	26,416.84 €	27,057.81 €	27,715.18 €
Universitat Internacional de Catalunya	32,366.84 €	33,162.52 €	33,979.12 €	34,816.63 €
Universitat Illes Balears	107,003.03 €	109,694.67 €	112,457.14 €	115,290.30 €
G-9 Consorcio				
Universidad de Cantabria	53,340.86 €	54,636.04 €	55,965.31 €	57,328.61 €
Universidad de Castilla-La Mancha	120,936.57 €	125,743.98 €	128,830.51 €	131,996.04 €
Universidad de Extremadura	79,771.28 €	83,554.27 €	85,589.44 €	87,676.70 €
Universidad de la Rioja	29,430.72 €	28,350.52 €	30,889.27 €	31,646.95 €
Universidad de Oviedo	155,349.43 €	159,205.53 €	163,163.08 €	167,221.92 €
Universidad de Zaragoza	149,001.22 €	154,679.49 €	158,659.79 €	162,741.96 €
Universidad del Pais Vasco	300,880.18 €	307,661.62 €	314,615.81 €	321,756.17 €
Universidad Publica de Navarra	63,834.19 €	65,449.28 €	67,106.88 €	68,806.91 €
Madroño Consorcio	553,225.82 €	568,210.62 €	583,594.19 €	601,165.04 €
Universidad Autonoma de Madrid	<i>Invoice to Madroño</i>	<i>Invoice to Madroño</i>	<i>Invoice to Madroño</i>	<i>Invoice to Madroño</i>
Universidad Carlos III de Madrid	<i>Invoice to Madroño</i>	<i>Invoice to Madroño</i>	<i>Invoice to Madroño</i>	<i>Invoice to Madroño</i>
Universidad de Alcala de Henares	<i>Invoice to Madroño</i>	<i>Invoice to Madroño</i>	<i>Invoice to Madroño</i>	<i>Invoice to Madroño</i>
Universidad Rey Juan Carlos	<i>Invoice to Madroño</i>	<i>Invoice to Madroño</i>	<i>Invoice to Madroño</i>	<i>Invoice to Madroño</i>
Universidad Politécnica de Madrid	<i>Invoice to Madroño</i>	<i>Invoice to Madroño</i>	<i>Invoice to Madroño</i>	<i>Invoice to Madroño</i>
Universidad Nacional de Educación a Distancia	<i>Invoice to Madroño</i>	<i>Invoice to Madroño</i>	<i>Invoice to Madroño</i>	<i>Invoice to Madroño</i>

UNIRIS Consorcio				
Universidad Complutense de Madrid	308,773.71 €	317,440.12 €	326,338.96 €	335,459.09 €
Universidad de Deusto	23,180.96 €	23,784.96 €	24,404.88 €	25,040.66 €
Universidad de La Laguna	75,606.17 €	77,155.56 €	78,744.52 €	82,175.90 €
Universidad de Las Palmas de Gran Canaria	53,310.18 €	54,651.40 €	56,027.93 €	57,439.69 €
Universidad de Murcia	153,042.87 €	156,979.47 €	161,019.65 €	166,963.22 €
Universidad de Navarra	128,483.53 €	131,827.85 €	135,260.15 €	138,780.34 €
Universidad Europea de Madrid SLU	17,569.49 €	17,980.62 €	18,402.59 €	17,035.37 €
Universidad Miguel Hernandez de Elche	47,857.77 €	49,057.10 €	50,288.01 €	51,550.42 €
Universidad Politecnica de Cartagena	26,620.78 €	27,267.46 €	27,931.17 €	26,811.87 €
Universitat d'Alacant	108,242.14 €	112,766.03 €	115,561.60 €	118,428.72 €
Universitat de Valencia	313,675.39 €	322,702.19 €	330,119.11 €	337,725.83 €
Universitat Politecnica de Valencia	110,928.03 €	115,474.97 €	118,294.20 €	121,185.59 €
Fundacion Universitaria San Pablo CEU	32,221.85 €	33,014.28 €	33,827.58 €	34,661.71 €
Universidad Pontificia de Comillas (Madrid)	18,793.97 €	19,283.81 €	19,786.56 €	20,302.18 €
Universidad Nebrija	10,712.00 €	10,979.80 €	11,254.30 €	11,535.66 €
Universidad Alfonso X El Sabio	14,312.00 €	12,779.80 €	14,854.30 €	15,135.66 €
Universidad Pontificia Salamanca	13,072.00 €	13,339.66 €	13,613.60 €	13,894.97 €
CRUE Other members				
Fundacion Instituto de Empresa	23,766.09 €	24,385.31 €	25,020.86 €	25,672.67 €
Universidad Católica de Ávila	10,712.00 €	10,979.80 €	11,254.30 €	11,535.66 €
Universidad San Jorge	12,050.77 €	12,364.37 €	12,686.22 €	13,016.31 €
Universitat Jaume I	89,457.64 €	89,845.85 €	92,091.65 €	94,394.94 €

Illustrative List of Article Classifications Eligible for Open Access Publishing

Base Article Type	TA or WOA Eligible	Definition
Abstract	N	Abstract published as an individual standalone article, usually based on research presented at conferences, where the full journal article is still being worked on.
Abstract Supplement	N	Collection of Abstracts, usually all from a specific conference, and materials related to them such as Introductions, Author Indices etc.
Announcement	N	Sharing factual information or acknowledgements from the journal or its owners that is not dissemination of knowledge, research, or opinion.
Article Note	N	Flag to readers to acknowledge an issue.
B2B	N	Includes B2B content that is submitted and requires a license for publication. For contracted B2B content not requiring licenses, please see Custom Content.
Career and Management	N	Article relating to career development or managing a practice or people or small business for practitioners.
Case Study	Y	Detailed report or presentation of the symptoms, signs, diagnosis, treatment, and follow-up of an individual patient or selected disease indications. Usually describes an unusual or novel occurrence or has substantial learning value for readers.

Case Study Media	Y	Image(s) or video(s) showcasing the symptoms, signs, diagnosis, treatment, and follow-up of an individual patient or selected disease indications. Usually from an unusual or novel case study or has substantial learning value for readers.
Commentary	Y	Expert opinion from one or more people (who may agree or disagree) on a published work, current understanding/status of an area, or how practice should be undertaken. Generally with references.
Concern	N	Warning to readers to indicate problems cannot be resolved and that caution may be needed.
Correspondence	N	A letter, or response to a letter, sent to the journal to raise a point of interest, discuss a difference of opinion or encourage participation.
Cover	N	A cover or cover image for a journal. They can be commercial (i.e. via a cover sales program) or not. They are generally not configured in the editorial system.
Custom Content	N	For Custom Content, an internal team creates and typesets it, independently manages licensing, and provides publication-ready content to production. May include B2B content.
Data Article	Y	Detailed description of a dataset and its creation, with the data included in machine-readable format, that enables others to make use of the data. No research done with the data is included.
Editorial	N	To convey an opinion, or overview of an issue, by the Editor or someone invited by the editor.
Education	Y	Educational piece that explains a subject, method or current thinking to enable others to understand and/or use it. Does not present new research/findings. May also elicit reflection or test knowledge or thinking, and be linked to professional certification.
Erratum	N	To correct an error or omission in an article, where no ethical concerns have been detected or reported, and the conclusions of the study remain intact.
Events	N	A curated list of relevant upcoming events in the field of interest of the journal and its readers.
Index	N	A list of the contents of an issue or volume, including future issue plans.
Introduction	N	An introduction to an issue, which may introduce the theme, or highlight selected articles, or preview the full contents of the issue.
Issue Information	N	An article type used by production for adjunct matter. Not configured in the editorial system.
Lecture	Y	Transcript or summary of a speech given at a conference, symposium, workshop or similar, usually an invited speech, given by a recognised expert, an award winner, or elected society officer.
Media Review	N	Short review on the usefulness/quality of one or more books or other media, to aid readers in decision-making.
Meeting Report	N	Summary of developments presented at a meeting, relying largely on the works presented at the meeting, rather than being fully referenced accounts of a field.
Method and Protocol	Y	Procedural method in the design and implementation of an experiment or study.
News Article	N	External factual information to keep readers up to date with events.
Obituary	N	Celebration of the life of a deceased researcher of significance, by giving an account of the work and influence of that individual.
Off-Line Licenses	N	Only for Hybrid journals, these articles have separate licensing requirements that are contractually handled off-line and not through Wiley systems and processes. Copyright lines will be different from the journal default.
Opinion	N	An opinionated, subjective piece by one or more experts, (who may agree or disagree) on a topic or publication.
Perspective	Y	Personal opinion on a topic, often with a novel/imaginative approach to a provocative question, with an engaging though rigorous investigation that enhances the understanding of the subject, including new developments, and moderate referencing.
Practice and Policy	Y	Public statement of what a representative group of experts agree to be evidence-based and state-of-the-art knowledge on an aspect of practice/policy.
Profile	N	Life story of a person significant to the field.
Rapid Publication	Y	Report of a key new research finding that needs/merits fast dissemination, and so is expedited.
Research Article	Y	Reports of original research, with methods, findings and conclusions.

Retraction	N	Warning to alert readers that an article been confirmed as unreliable, either due to its content or a compromised publication process. The article's content remains available for transparency.
Review Article	Y	Overview of developments in fields or the current lines of thought. Synthesizes multiple sources of information and has long list of references. Emphasis is more factual and less on opinion.
Short Communication	Y	Brief observations and research reports in a concise format.
Technical Note	Y	Extensions or updates to previously published research, reporting additional controls; projects that did not yield publishable results but represent valuable information regarding protocol and data collection; additions to established tools, experimental or computational methods; description of a database; null results and orphan data; data management plans; description of a specific development, technique or procedure, or a modification of an existing technique, procedure or device; new algorithm or computational method, new experimental method, improved version of an experimental protocol or computational approach, new implementation of an existing algorithm.
Translated Article	N	Translated from other articles by a translator, who could be an original author, and held under separate copyright. (For translations arranged by a journal contract with right to publish in all languages, please use Translation under Custom Content.).
Withdrawal	N	Warning to alert readers that an article has been confirmed as unreliable, harmful, or legally problematic and that the article's content has been removed.

APPENDIX B: JOURNALS THE DATABASE

Customer: Conferencia de Rectores de las Universidades Españolas (CRUE)

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 available at:
https://onlinelibrary.wiley.com/pb-assets/PriceLists/Database_Model_Journal_List.pdf.
2. **Access:** The subscription will entitle the Customer and the Customer's Authorized Users access during the access term, which for the purposes of this Appendix will initially be January 1, 2025 to December 31, 2025 (the "**Access Term**") to the electronic files of all content published in the journals that comprise the Database during the term of the subscription 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 predating 1997 for the same journals.
 - 2.1. The Database Collection available to the Customer will be the one for the calendar year in which each subscription begins.
3. **Perpetual Access:** Upon termination of this Agreement, Wiley will provide the Customer with Perpetual Access to the electronic files of all content published in the journals that comprise the Database during the term of the subscription, where Wiley has the rights to deliver this. For the avoidance of doubt, the Customer will retain Perpetual Access rights to current electronic files and retrospective content, generally back to 1997, for any journals in which the Customer already had such rights from Wiley independent of this Appendix. No Perpetual Access rights are provided under this Appendix B for any material predating 1997 for the same journals.
4. **Fees:** The Database Fee is included in the Annual Access & Publishing Fee per Contract Year as listed in Section 5.1 of the Agreement and Appendix A.1. The Annual Access & Publishing Fee in a subsequent Contract Year may change for subsequent years if there is a material change to the number of and value of the journal titles included in the Database.
 - 4.1. The Database Fee in a subsequent year may change if there is a material change to the number and value of the journal titles included in the Database.
 - 4.2. Wiley will submit to the Customer by 1 November of each Contract Year a list of the online editions of all journals in the Database that will be made available on Wiley Online Library in the following Contract Year including all confirmed new and transfer journal titles. For journal titles that are transferred out of the Database, Wiley will use all reasonable efforts to comply with the NISO Transfer Code of Practice or to the then-prevailing industry standard.
 - 4.3. In the event of a material change as described above, Wiley will negotiate in good faith the best course of action to ensure both Wiley and Conferencia de Rectores de las Universidades Españolas (CRUE) are happy to continue the Agreement.
 - 4.4. In this context, a 'material change' shall mean:
 - 4.4.a. the addition of new or the deletion of existing journal titles leading to an increase or decrease of 5% or more annually in the total number of journal titles in the Database; or
 - 4.4.b. the addition of new or the deletion of existing journal titles leading to an increase or decrease of 5% or more annually in Wiley's total financial value (based on institutional e-only subscription year list price) of the journal titles in the Database.
5. **Print Subscription Pricing:** The Customer can purchase print subscriptions to journals to which the Customer subscribes under this Appendix at a deeply discounted rate ("**DDP**"). This does not apply to:
 - 5.1. Titles published in e-only format by Wiley.
 - 5.2. Titles for which print subscriptions are only available through a Print-on-Demand option. Print on Demand subscriptions are not eligible for any discount.
 - 5.3. Print subscriptions should be ordered directly via the Wiley Customer Services department, or through an agent.