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SURFmarket

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By:

By:

Name:

Name:

Title: Managing Director

Title: EVP, Inst. Dev + JALC

Date: 15-4-2016

Date: 19 April 2016

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- 1.2 “Review article” means an article that re-presents previously published material;
- 1.3 “Institutional Account List” means the list of Institutional Account Holders Wiley publishes on www.wileyopenaccess.com ;
- 1.4 “WOAA” means the Wiley Open Access Account held by the institution for the purpose of administering open access workflows in Wiley’s Hybrid Open Access Journals. Wiley shall provide access to an online self-serve account dashboard for account management and administration.

2. Agreement

Wiley agrees to the hybrid open access publication of accepted primary research material and review articles as requested by Corresponding Authors through a WOAA in consideration of the fee outlined in Appendix D and for no additional APC. This agreement will commence for articles accepted from [] February 2016 and end on 31st December 2019.

3. Wiley’s Obligations

In consideration of the payments listed in Appendix D and subject to the terms and conditions of this Agreement, Wiley shall during the Term of this Agreement:

- 3.1 not charge a Corresponding Author an APC for any primary research material submitted by such Corresponding Author that is accepted for publication in Hybrid Open Access Journal and authorised by the Member Institution, provided the Corresponding Author submits said material according to the WOAA workflow put forward by Wiley. If a Corresponding Author requests Wiley to change the publication basis of his/her submission prior to publication, Wiley will do so; changes cannot be made post-publication. Any APC incurred outside the WOAA workflow is not covered by this Agreement;
- 3.2 list the Member Institution on the Wiley’s Author Services site and in the hybrid open access order form as an Institutional Account Holder;
- 3.3 provide a link from the entry for the Member Institution on the Institutional Account List on Wiley Online Library to the Member Institutions.
- 3.4 identify on Wiley Online Library the articles that are available on an Open Access basis in the Hybrid Open Access Journals
- 3.5 provide an annual report to Member Institutions within 4 months of the end of each calendar year of all articles (open access and otherwise) published by Corresponding Authors in the Hybrid Open Access Journals.
- 3.6 provide access to each Member Institution to the Wiley Open Access Account Dashboard which allows the Member Institutions access to all article and transactional data related to their authors.

4. Editorial Independence

Nothing herein shall oblige Wiley to publish any article submitted to Wiley by a Member. The Member Institution acknowledges that the selection of material to be published in the Hybrid Open Access Journals is entirely at the discretion of Wiley/the editors of the Hybrid Open Access Journals and the Licensee waives any claim it may have against Wiley in the event that Wiley or its editors refuse or decline to publish any material (or part thereof) submitted by a Corresponding Author. An article will be considered to be selected for publication once the Corresponding Author has been notified that the article has been accepted and Wiley has received the applicable publishing agreement for the Hybrid Open Access Journal signed by the right holder(s) of the article.

5. Terms of Publication

The Member Institution acknowledges that before any material submitted by a Corresponding Author will be accepted for publication the Corresponding Author and (if different) the owner of any copyright in

such material will be required to agree to the applicable terms and conditions of publication (including without limitation the terms relating to Open Access).

The Member Institution will ensure requests from Wiley to validate Corresponding Authors are answered promptly.

APPENDIX D

Pricing:

(a) Year 1

- 2016 Database & hybrid OA Publishing Fee: €3,887,656
- Two invoices, to be issued simultaneously, with different payment terms:
 - Invoice 1: 50% payable within 30 days of receipt of invoice;
 - Invoice 2: 50% payable by June 1st 2016

(b) Year 2

- The 2017 Database & hybrid OA Publishing Fee will be calculated as the 2016 Database Fee + a price increase.
% Price Increase: 3.5%

Total 2017 Database & hybrid OA Publishing Fee: €4,023,724

The 2017 Database & hybrid OA Publishing Fee may change if there is a material change to the value of the journal titles included in the Database. In this context, a 'material change' shall mean:

- 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
- 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 price) of the journal titles in the Database;
or
- the deletion of journal titles of particular value to the Licensee annually, based on usage of the journal title, from the Database.

Wiley will submit to the Licensee by September 1, 2016 a list of the online editions of all journals in the Database that will be made available on Wiley Online Library (or any successor platform) in the following 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 Transfer Code of Practice or to the then-prevailing industry standard.

In the event of a material change as described above, the parties shall negotiate in good faith an appropriate amount as a fair compensation for such material change.

(c) Year 3

- The 2018 Database & hybrid OA Publishing Fee will be calculated as the 2017 Database & hybrid OA Publishing Fee + a price increase.
% Price Increase: 3.5%

Total 2018 Database & hybrid OA Publishing Fee: €4,164,554

The 2018 Database & hybrid OA Publishing Fee may change if there is a material change to the number and value of the journal titles included in the Database. In this context, a 'material change' shall mean:

- 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

- 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 price) of the journal titles in the Database;
or
- the deletion of journal titles of particular value to the Licensee annually, based on usage of the journal title, from the Database.

Wiley will submit to the Licensee by September 1, 2017 a list of the online editions of all journals in the Database that will be made available on Wiley Online Library (or any successor platform) in the following 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 Transfer Code of Practice or to the then-prevailing industry standard.

In the event of a material change as described above, the parties shall negotiate in good faith an appropriate amount as a fair compensation for such material change.

(d) Year 4

- The 2019 Database & hybrid OA Publishing Fee will be calculated as the 2018 Database Fee + a price increase.
% Price Increase: 3.5%

Total 2019 Database & hybrid OA Publishing Fee: €4,310,313

The 2019 Database & hybrid OA Publishing Fee may change if there is a material change to the number and value of the journal titles included in the Database. In this context, a 'material change' shall mean:

- 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
- 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 price) of the journal titles in the Database;
or
- the deletion of journal titles of particular value to the Licensee annually, based on usage of the journal title, from the Database.

Wiley will submit to the Licensee by September 1, 2018 a list of the online editions of all journals in the Database that will be made available on Wiley Online Library (or any successor platform) in the following 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 Transfer Code of Practice or to the then-prevailing industry standard.

Subscriptions to Journals not included in the Database: The Licensee may subscribe to journals not included in the Database by placing orders directly via Wiley's Journal Customer Service Department at cs-journals@wiley.com or via a subscription agent. These subscriptions will not be covered by the terms of this Agreement.

Print Subscription Pricing:

The Licensee can purchase print subscriptions to journals in the Database to which the Licensee subscribes at a deeply discounted rate at the prevailing rate. This does not apply to:

- (a) Titles published in e-only format by Wiley.

- (b) Titles for which print subscriptions are only available through a Print-on-Demand option. Print on Demand subscriptions are not eligible for any discount.

Print subscriptions should be ordered directly via the Wiley Services department, or through an agent.

APPENDIX E- MEMBER INSTITUTION SIGN-UP LETTER

[Member Institutions] will return a signed copy of this Letter to Wiley or to the Licensee Administrator who will forward a copy to the Wiley Account Manager.

Date:

Attn:

Attn:

Phone:

Phone:

Fax:

Fax:

Dear SURFmarket and Wiley:

[Member Institution] has read and agrees to all of the Terms and Conditions of the attached Wiley Online Journals License for Wiley Online Library dated [] between Wiley Subscription Services, Inc. and SURFmarket signing on behalf of the Member Institutions for its Member Institutions as defined in paragraph A.8, "Licensee" and listed in Appendix A, and to the specific pricing information for [Member Institution] in the attached Appendices.

AGREED AND ACCEPTED

[Name of Member Institution]

By:

[Authorized Signature]

Name: _____

Title: _____

Date: _____

APPENDIX F – WILEY TEXT AND DATAMINING AGREEMENT

Wiley Subscription Services, Inc. ("Wiley") grants subscribers and other lawful users ("Users") the right to text and data mine online content for non-commercial purposes. In accepting this Agreement, Users consent to the terms and conditions set out below.

1. Definitions

'Text and Data Mining' ('TDM') as used in this Agreement refers to the computational analysis of Wiley content subscribed to by Users or made available to Users on Wiley Online Library ('Wiley Content'), and TDM shall include but not be limited to the identification of entities, structures and relationships within the Wiley Content.

'Text and Data Mining Output' ('TDM Output') means the result of any TDM activity carried out by Users.

2. Text and Data Mining

During the term of this Agreement, Wiley grants User the non-exclusive, non-transferrable right to text and data mine Wiley Content for the purposes of non-commercial, scholarly research related to specific projects. TDM and TDM Output will not be used for direct or indirect commercial purposes without prior consent in writing from Wiley.

User acknowledges that Wiley Content is protected by copyright and that all right, title and interest in and to Wiley Content remains with Wiley and its licensors and that unauthorized use and/or redistribution of Wiley Content or the TDM Output would materially harm Wiley and its licensors.

In the event that certain Wiley Content is made available under a more permissive license, such as a Creative Commons CC BY license, then the terms of the article level license will apply and Users may use that content in accordance with the article level permissions. In addition, this Agreement is not intended to restrict any statutory TDM rights held by Users under applicable legislation.

3. Security, Grant of Access Rights, Formats and Delivery Mechanisms

User must access Wiley Content for TDM using an approved API service such as CrossRef's TDM service or a Wiley API and must abide by any rate-limiting conveyed in machine readable form from time to time, and may not bypass the API or disrupt the working of Wiley Online Library. Except in accordance with Wiley's API requirements (such as load rates and download rates conveyed in machine-readable form from time to time) and the terms and conditions

determined by any approved API service, User may not use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, or index Wiley Content.

User shall implement and maintain adequate and effective state of the art data security systems and measures to safeguard Wiley Content downloaded for TDM, in line with international industry standards and best practice.

In the event that the TDM results in the processing of personal data, User shall be responsible for complying with relevant data protection and privacy laws.

4. TDM Output

User may load and technically format Wiley Content on User's servers in order to enable access to and use of such Wiley Content for TDM purposes by User for specific research projects by using automated programs or devices to continuously and automatically:

- extract and index information such as semantic entities from Wiley Content
- mount, load and integrate the results for access and use by User for secure TDM
- communicate TDM Output to third parties as part of original non-commercial research carried out by User, including in articles that describe, analyse and interpret research. Publication or analyses resulting from TDM of Wiley Content may include quotations from the original text of up to 200 characters, or 20 words, or one complete sentence. Any such extracts, as well as bibliographic metadata, should cite the original Wiley Content in the form of a DOI link. Permission to reproduce images shall be required in accordance with clause 5

5. Restrictions

Except as expressly stated in this Agreement or otherwise permitted in writing by Wiley, the User may not:

- perform systematic or substantive extracting for the purposes of creating a product or service for use by third parties, or that has the potential to substitute and/or replicate any other existing Wiley product, service and/or solution
- create any form of central repository containing Wiley Content except as described above for the purpose of specific TDM projects
- make the results of any TDM Output available on an externally facing server or website, except as permitted by clause 4
- allow a third party to harvest any TDM Output to an internal server; extract, develop or use Wiley Content in any direct or indirect commercial activity; abridge, modify, translate or create any derivative work based on Wiley Content, except to the extent necessary to make it perceptible on a computer screen to the User for research purposes;

remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in Wiley Content

- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of Wiley Online Library; except as permitted by clause 3
- reproduce any illustrations, including photographs, figures and line drawings, in the TDM Output without the consent of the rights holder (unless permitted under the article level license)

6. Fee

User shall not be charged an additional fee for TDM, provided the scope remains purely non-commercial. Users requiring access to non-subscribed Wiley Content should contact their Wiley Account Manager for further information.

7. Term and Termination

The term of this Agreement shall commence on the date on which User accepts the Agreement and shall continue until terminated by either party. The Agreement may be terminated by either party for breach or for insolvency. User will be able to access subscription products for TDM if User or User's institution maintains a subscription to such products. Upon termination of this Agreement for any reason, User will delete all Wiley Content downloaded for purposes of TDM.

8. General

- Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control shall be deemed a breach of this Agreement
- The relationship between the parties does not constitute a partnership, joint venture, or agency relationship, and neither shall have any authority to bind the other in any way
- User shall not transfer, license or assign any of User's rights or obligations under this Agreement without the prior written consent of Wiley
- This Agreement, including any attachments incorporated by reference, contains the entire understanding of the parties with respect to the subject matter contained herein and supersedes all other prior and contemporaneous agreements, proposals and arrangements between the parties with respect to the subject matter of this Agreement. Wiley reserves the right to make changes to the Agreement and its TDM service from time to time and such changes will be clearly posted by Wiley and deemed accepted by User.
- This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any action, suit or proceeding arising out of or relating to this Agreement shall be commenced in a court of Competent Jurisdiction in England, and the

parties hereby consent to the jurisdiction of such courts and waive any objections to venue therein.

APPENDIX G: Information to be provided in the event of a Data Breach

If the Processor must inform the Controller pursuant to Clause F, it must provide the following information:

Contact details of reporter

Name, job, email address, telephone number

Information on the Data Breach

- Provide a summary of the incident, in which the breach of the security of Personal Data occurred
- Of how many persons are Personal Data involved in the breach? (Fill in the numbers.)
 - a) Minimum: (fill in)
 - b) Maximum: (fill in)
- Describe the group of people whose Personal Data are involved in the breach
- When did the breach take place? (Choose one of the following options and supplement where necessary.)
 - a) On (date)
 - b) Between (start date of period) and (end date of period)
 - c) Not yet known
- What is the nature of the breach? (You can check more than one option.)
 - a) Reading (confidentiality)
 - b) Copying
 - c) Changing (integrity)
 - d) Removing or destroying (availability)
 - e) Theft
 - f) Not yet known
- What type of Personal Data is involved? (You can check more than one option.)
 - a) Name and address details
 - b) Telephone numbers
 - c) Email addresses or other addresses for electronic communication
 - d) Access or identifying information (e.g. log-in name/password or client number)
 - e) Financial information (e.g. account number, credit card number)
 - f) Citizen Service Number (BSN) or tax and social security number
 - g) Copies of passport or other identification documents
 - h) Gender, date of birth and/or age
 - i) Special Personal Data (e.g. race, ethnicity, criminal information, political conviction, trade union membership, religion, sex life, medical details)
 - j) Other information, namely (supplement)
- What consequences can the breach have for the privacy of the data subjects? (You can check more than one option.)
 - a) Stigmatisation or exclusion
 - b) Damage to health
 - c) Exposure to (identity) fraud
 - d) Exposure to spam or phishing
 - e) Other, namely (provide details)

Follow-up actions in response to the Data Breach

- What technical and organisational measure did your organisation take to address the breach and to prevent further breaches?

Technical protection measures

- Have the Personal Data been encrypted, hashed or made incomprehensible or inadmissible to unauthorised persons in any other way? (Choose one of the following options and supplement where necessary.)
 - a) Yes
 - b) No
 - c) Partly, namely: (supplement)
- If all or part of the Personal Data was made incomprehensible or inaccessible, in what manner was this done? (Answer this question if you chose option a or option c for the previous question. If you used encryption, also explain the manner of encryption.)

International aspects

- Does the breach involve persons in other EU countries? (Choose one of the following options.)
 - a) Yes
 - b) No
 - c) Not yet known

APPENDIX H – STANDARD CONTRACTUAL CLAUSES

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of data exporting organisation:

SURFmarket B.V. (for itself and on behalf of the member institutions listed in Annex 4)
(the data exporter)

and

Name of the data importing organisation:

Wiley Subscription Services, Inc.
111 River Street
Hoboken, NJ 07030
United States

on behalf of itself and in the name and on behalf of affiliated entities as defined herein.

For purposes of this agreement an affiliated entity shall mean any entity listed in Annex 3 or in future will have signed a written declaration of accession to this agreement and the data exporter has been notified about that.

(the data importer)

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Annex 1.

1. Definitions

For the purposes of the Clauses:

- (a) personal data, special categories of data, process/processing, controller, processor, data subject and supervisory authority shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

- (b) the data exporter means the controller who transfers the personal data;
- (c) the data importer means the processor who agrees to receive from the data exporter personal data intended for processing on its behalf after the transfer in accordance with its instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) the sub-processor means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with its instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) the applicable data protection law means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) technical and organisational security measures means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

2. Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Annex 1 which forms an integral part of the Clauses.

3. Third-party beneficiary clause

- 3.1 The data subject can enforce against the data exporter this clause 3, clause 4(b) to clause 4(i), clause 5(a) to clause 5(e) and clause 5(g) to clause 5(j), clause 6.1 and clause 6.2, clause 7, clause 8.2 and clause 9 to clause 12 as third-party beneficiary.
- 3.2 The data subject can enforce against the data importer this clause 3.2, clause 5(a) to clause 5(e) and clause 5(g), clause 6, clause 7, clause 8.2 and clause 9 to clause 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
- 3.3 The data subject can enforce against the sub-processor this clause 3.3, clause 5(a) to clause 5(e) and clause 5(g), clause 6, clause 7, clause 8.2, and clause 9 to clause 12, in cases where both the

data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

- 3.4 The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

4. Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Annex 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to clause 5(b) and clause 8.3 to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Annex 2 and a summary description of the security measures, as well as a

copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subjects as the data importer under the Clauses; and
- (j) that it will ensure compliance with clause 4(a) to clause 4(i).

5. Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Annex 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorised access; and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Annex 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub-processor will be carried out in accordance with clause 11; and
- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

6. Liability

6.1 The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in clause 3 or in clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

6.2 If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or its sub-processor of any of their obligations referred to in clause 3 or in clause 11 because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

6.3 If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in clause 3 or in clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

7. Mediation and jurisdiction

7.1 The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

- (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
- (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

7.2 The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

8. Cooperation with supervisory authorities

8.1 The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

8.2 The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

8.3 The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in clause 5(b).

9. Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

10. Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clauses.

11. Sub-processing

- 11.1 The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.
- 11.2 The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
- 11.3 The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
- 11.4 The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

12. Obligation after the termination of personal data processing services

- 12.1 The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
- 12.2 The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter: SURFmarket B.V.

Name (written out in full):

Position: ✓

Address: ✓

Signature...

On behalf of the data importer: Wiley Subscription Services, Inc.

Name (written out in full):

Position:

Address:

Signature.....

Annex 1

This Annex forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Annex 1.

Data exporter

The data exporter is: the member institutions identified on Appendix A of the Wiley Online Journals License between Wiley Subscription Services Inc., and SURFmarket B.V. on behalf of its member institutions (" the License and/or Agreement").

The Member Institution identified on Appendix A, is a Dutch institution for higher education and/or research that uses the Services as provided by Wiley Subscription Services Inc. under the aforesaid License.

Data importer

The data importer is: *SURFmarket*

Data importer's business is one of the largest global publishers providing a range of services to customers in the research, education and professional practice, including online tools, journals, books, databases, reference works and laboratory protocols. In addition to the data importer's research business area providing services to many prestigious societies, the data importer's other two key business areas include creating products and services to help customers become more effective in the workplace and achieve career success and publishing educational materials in all media.

Data subjects:

The personal data transferred might concern the following categories of data subjects (please specify):

- Directors, officers, employees, sub-contractors and agents of the data exporter's clients or prospective clients;
- Directors, officers, employees of the data exporter;
- Students or prospective students enrolled by the data exporter.

Categories of data:

The personal data transferred might concern the following categories of data:

- Names, business contact information and titles of the data exporter's clients or potential clients, students or prospective students or their directors, officers, employees, sub-contractors, and agents
- Names, user identification numbers, addresses, IP addresses and contact details of employees of the data exporter who perform functions related to the business, together with the functions each employee has performed.
- Names, user identification numbers, addresses, IP addresses and contact details of students enrolled by the data exporter
- Data subject source session data which may include personal data sent by the data subject to the Internet, or received by data subject from the Internet.
- Call detail records
- Other business records bearing contract and performance details, administrative details regarding clients' and prospective clients'.

Special categories of data (if appropriate):

The personal data transferred concern the following special categories of data (please specify):

None.

Processing operations:

The personal data transferred will be or might be subject to the following basic processing activities:

- **Data Creation** – Initial entry of contact data regarding data subjects - data importer & data exporter (per input from data subjects) using data importer's and data exporter's systems;
- **Data Augmentation** – Collection and entry of additional data or new data as necessary to process service requests – data importer and data exporter using data importer's and data exporter's systems;
- **Data Maintenance** – Updating data to reflect changes in data subject personal data – data importer and data exporter using data importer's and data exporter's systems;
- **Data Queries** – Review, analysis, and use of data to resolve inquiries under existing data exporter's arrangements and to conclude new arrangements with data subjects – data importer and data exporter using data importer's and data exporter's systems;
- **Data Loads** – Transferring data between data sources – data exporter and data importer using data importer's and data exporter's systems. Such data loads may include data transferred in the form of online capture from user sessions or through mass electronic data feeds using data importer's and data exporter's systems;
- **Data Corrections** – Correct data inaccuracies caused by ineffective data loads – data exporter and data importer using data importer's and data exporter's systems.

All processing activities in respect of the personal data shall be solely for purposes of processing or administrating the data exporter's information technology, financial, marketing and other related services as further defined in the applicable agreements between the data exporter and the data importer.

DATA EXPORTER

Name:

Authorised Signature

DATA IMPORTER

Name: *Supriya*

Authorised Signature

Annex 2

This Annex 2 forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with clause 4(d) and clause 5(c) (or documents/legislation attached):

Physical Access Control

Data Processing Equipment

Data Importer shall implement appropriate measures to prevent unauthorised persons from gaining physical access to the data processing equipment (application servers, related hardware and data bases) where the Export Data are processed and/or stored:

- Housing data processing equipment in physically secure areas with entry controls, security alarms, fire and smoke detectors, back-up generators and other safeguards;
- Authorizing only a limited number of employees and third parties to have access to the secure areas and the data processing equipment for authorised purposes;
- Establishing procedures for authenticating authorised employees and third parties for access to the secure areas and data processing equipment for authorised purposes;
- Maintaining records of access to data processing equipment

DATA STORAGE OR BACK-UP MEDIA

Data Importer shall implement appropriate measures to prevent the unauthorised reading, copying, alteration or removal of the data media used by Data Importer in processing and storing Export Data:

- Controlling and limiting the production of back-up copies of the stored data;
- Storing the back-up copies on data media housed in secure areas subject to entry controls and other safeguards;
- Authorizing access to such areas by designated personnel for authorised purposes only;
- Releasing back-up copies of the Export Data to authorised persons only upon authorised triggering events;
- Establishing procedures for destroying data media;
- Maintaining records of data media creation, storage and destruction

Data Transmission

Data Importer and Data Controller shall implement appropriate measures to prevent the Export Data from being read, copied, altered or deleted by unauthorised parties during any transport of the data via physical media (such as tapes or storage devices) by physically securing the data media during transport; safeguarding the electronic data on the media against improper access through password protection and automatic session termination after multiple failed log-in attempts; logging the creation and transport of the data media; and tracking and monitoring its timely delivery and receipt.

Electronic Access Controls

Input Control

Data Importer shall provide measures for determining the time and entry point of Export Data into Data Importer's data processing system by electronically recording such input entries and ensuring that entries are properly logged and recorded.

Transmission and Transport Control

Data Importer and Data Controller shall implement appropriate measures to prevent the Export Data from being read, copied, altered or deleted by unauthorised parties during its transmission or during the transport of the data media:

- Monitoring of the completeness and correctness of the transfer of data through periodic end-to-end checks;
- Documenting the remote locations/destinations to which a transmission is intended and the logic or transmission paths;
- Transmission of data between or among Data Importers over private lines within firewalls of the Company Group network;
- Using industry standard means for using personal data (e.g. email addresses) to transmit and secure external communications to the owners of personal data.

User Control

Data Importer shall provide measures to prevent unauthorised access to its data processing systems by unauthorised persons by means of data transmission equipment:

- Storing the data behind firewalls or other systems for detecting and blocking unauthorised access to the data;
- Identifying and recording terminals and users employees to access the data processing and storage systems;
- Automatically terminating a user's session after several attempts to log-on using erroneous passwords;
- Maintaining log files of events; and monitoring log files for break-in-attempts;
- Issuing and safeguarding of passwords and other user identification access codes.

Data Memory Control

Data Importer shall implement appropriate measures to prevent unauthorised data input into memory and the unauthorised alteration or deletion of the stored Export Data:

- Establishing policies governing the input of data into memory and the alteration or deletion of stored data;
- Establishing authentication procedures and mechanisms for data input, alteration and deletion by authorised personnel;
- Exercising measures to protect data integrity and accuracy during input into memory, data alteration and the deletion of stored data;
- Using user codes and passwords to safeguard access to stored data and to prevent unauthorised access;
- Using processing software with tools that automatically log off users whose access has been idle for a set period of time;
- Maintaining records of data file use;
- Separating test and production environments for the application software, and library and data files.

Access Control

Data Importer shall provide measures to ensure that employees and third party representatives authorised to use the data processing systems on which the Export are processed and/or stored are only able to access the data within the scope and to the extent allowed by their respective access authorisations:

- Establishing and controlling user access rights to the data; logging access to the data processing systems; monitoring access of users with rights to delete, add or modify the data; auditing access and use logs;

- Training employees about data privacy and security; establishing policies about access and use rights; training employees about access and use rights policies and the scope of their own privileges and authorized access and use purposes;
- Establishing disciplinary practices and procedures for enforcing access rights and use policies; taking appropriate disciplinary action against who access or use the data without authorisation.

Organisational Controls

Policies

Data Importer shall implement appropriate organisational controls aimed at ensuring that the Export data is used only for authorised purposes and securing the data from against unauthorised access, disclosure or use or accidental or unlawful alteration, destruction or loss:

- Establishing industry standard policies, procedures and rules for collecting, processing, using and storing Export Data;
- Working with the Data Controller to develop consistent policies and practices for securing the exported data;
- Periodically auditing and assessing data protection policies and practices;
- Establishing emergency and back-up contingency plans for securing the data in the event of natural or other disaster.

Personnel Control

Data Importer shall authorize an appropriately limited number of employees and authorised third parties to access and process the stored data and shall restrict access rights to the data by authorised individuals consistent with the limited purposes to which such individuals are authorised to access and use the data.

Instructional Control

Data Importer shall take steps to ensure that the export data is collected and processed in accordance with the instructions of the Data Controller:

- Implementing binding policies and procedures for employees authorised to add, delete, modify or transmit the data;
- Data Controller will be permitted, upon request, to audit the data processing systems for the data for compliance with its instructions and industry standard use and protection measures.

INDEMNIFICATION CLAUSE

Liability

The parties agree that if one party is held liable for a violation of the clauses committed by the other party, the latter will, to the extent to which it is liable, indemnify the first party for any cost, charge, damages, expenses or loss it has incurred.

Indemnification is contingent upon:

- (a) the indemnified party promptly notifying the indemnifying party of a claim; and
- (b) the indemnified party being given the possibility to cooperate with the indemnifying party in the defence and settlement of the claim.

DATA EXPORTER

Name:

Authorised Signature

DATA IMPORTER

Name:

Authorised Signatur

Annex 3

Other Wiley entities that may process Personal Data on behalf of the data importer which shall be processed to the same standard outlined in these Clauses:

1. John Wiley & Sons Inc.
111 River Street
Hoboken, NJ 07030-5774

2. Wiley Periodicals Inc.
111 River Street Hoboken, NJ
07030-5774

