Agreement for Online Subscription and Publication Services

S. Karger AG, Allschwilerstrasse 10, CH-4055 Basel, Switzerland
(hereinafter referred to as “Licensor”)

and

the respective organizations set forth in Schedule 3 hereto (hereinafter referred to as “Licensee” for the purpose of this Agreement) and duly represented by the National Library of Sweden [Sw. Kungl. biblioteket] located at Research Collaboration Department, PO Box 5039, SE-102 41 Stockholm, Sweden.

The National Library of Sweden is duly authorized under a power of attorney to negotiate and sign this Agreement on behalf of the Licensees.

S. Karger and Licensee are hereinafter collectively referred to as the “Parties”.

Preamble

WHEREAS the Licensor desires to grant the Licensee and its Authorized Users the non-exclusive rights to access the Licensed Materials and to use the content from January 2022 to December 2024 (Institutional License).

WHEREAS the Licensee desires to gain the right to allow its Authorized Users to access and use the Licensed Materials from January 2022 to December 2024.

WHEREAS the Parties additionally agree that Eligible Authors shall be permitted to publish their accepted manuscripts in one of the Licensor’s Hybrid or Open Access Eligible Journals according to the conditions of Schedule 1.

WHEREAS the Parties agree that all Terms and Conditions of the Electronic Products License Agreement shall remain in force, except as explicitly stated otherwise in this Agreement.

This Agreement may be executed in counterparts, and signatures exchanged by electronic means (e.g., Adobe Sign) are effective to the same extent as original signatures.
1. **Definitions**

Where the context implies, words importing the singular number shall include the plural and vice versa. For the purpose of the present Agreement, and solely for this purpose, the terms set forth hereinafter shall be defined as follows:

1.1. “**Authorized User**” shall mean an individual who is authorized to access Licensed Materials through a Secure Network or proxy server at a subscribing institution at the locations as defined in Schedule 3. Such an individual might be a current employer or employee of a clinical center, a governmental, research or comparable entity (Scientific User); in case of an academic institution a current student, faculty member, library patron or employee (Academic User) as well as a visitor (Walk-In User) who is permitted to access the Licensed Materials from a designated terminal, which is physically located in the Licensee’s premises; a current employer, employee or independent contractor of a commercially operating corporation (Corporate User) and its affiliate; a member of a society (Society Member); as well as a member of a patient group or another interest group in the health science market;

1.2. “**Campus-Activated Subscriber Access (CASA)”** shall mean the Licensor’s participation in Google's CASA Initiative, which enables the Authorized User off-campus access to collections subscribed by the Licensee;

1.3. “**Commercial Use”** shall mean use for the purposes of monetary reward by means of sale, resale, loan, transfer, hire or any other form of exploitation of the Licensed Materials. For the avoidance of doubt, neither recovery of direct costs by the Licensee from an Authorized User, nor use by the Licensee or by an Authorized User of the Licensed Materials in the course of research funded by a commercial organization, is deemed to be Commercial Use;

1.4. “**Course Packs”** shall mean a collection or compilation of materials, e.g. book chapters or journal articles assembled by an Authorized User for internal use for the purposes of instruction;

1.5. “**Electronic Reserve”** shall mean electronic copies of materials, e.g. book chapters, journal articles made and stored on the Secure Network by the Licensee for exclusively internal educational use in connection with specific courses of instruction offered by the Licensee to its Authorized Users;

1.6. “**Fee”** shall mean the payment made by the Licensee to the Licensor for the purchased and/or subscribed Licensed Materials. Unless stipulated differently between the Parties, the Fee shall exclude any sales, use, value added or similar taxes. The Licensee shall be liable for any such taxes in addition to the Fee;

1.7. “**Google Subscriber Links”** shall mean a Google program that provides an Authorized User with a direct link to the HTML or PDF of an article from Google Scholar's search results pages when this content is available online via the Licensee’s site license;
1.8. “Licensed Materials" (Schedule 2) shall mean the electronic version of the Licensor’s journal articles and/or book chapters, journals and/or books or packages and collections thereof as purchased and/or subscribed to by the Licensee. Licensed Materials are mainly delivered in PDF and in HTML full-text format. In particular cases the Licensed Materials might be likewise available in other formats. Licensed Materials shall be directly accessible through IP identification and in some cases via User ID/password; in case of a subscription the Materials may from time to time be amended by mutual agreement of the Parties;

1.9. “Licensee" shall mean a clinical center; a governmental, research or comparable entity, an academic institution; a commercially operating entity; a scientific society; or a patient group or another interest group in the health science market that subscribes to the Licensed Materials;

1.10. “Secure Network" shall mean a network, whether a standalone network or a virtual network within the Internet, which is accessible only to an Authorized User approved by the Licensee, and whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee;

1.11. “Server" shall mean either the Licensor's server or a third-party server designated by the Licensor on which the Licensed Materials are mounted and may be accessed;

1.12. “Text and Data Mining (TDM)" shall mean a machine process by which information may be derived by identifying patterns and trends within natural language through text categorization, statistical pattern recognition, concept or sentiment extraction, and the association of natural language with indexing terms;

1.13. “Eligible Organizations" shall mean the educational and governmental institutions entitled to take part in this Agreement. For the avoidance of doubt, all Licensees are also Eligible Organizations.

2. Grant

Subject to this Agreement, the Licensor hereby grants to the Licensee the non-exclusive and non-transferable right to give an Authorized User access to the licensed Materials via a Secure Network, subject to payment of the Fee.

3. Permitted Uses

3.1. The Licensee may:

   a. load the Licensed Materials on the Licensee’s server on the Secure Network;
   b. make such backup copies of the Licensed Materials only as are reasonably necessary;
   c. make such temporary local electronic copies by means of caching or mirrored storage of any part of the Licensed Materials as is necessary solely to ensure efficient use by an Authorized User;
   d. provide an Authorized User with access to the bibliographic data plus the abstract via
the Secure Network;

e. provide single printed or electronic copies of individual items of the Licensed Materials at the request of an Authorized User for their own personal, scholarly, educational, or scientific research or their internal business use;

f. use upon prior request TDM technologies to derive information from the Licensed Materials for non-commercial purposes;

g. display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training an Authorized User or groups of Authorized Users;

h. provide print or electronic copies of individual items taken from the Licensed Materials to national or international pharmaceutical regulatory authorities for the purpose of, or in anticipation of, regulatory approval of pharmaceutical products or patent and/or trademark applications or other legal or regulatory purposes in respect of the Licensee's products or services.

3.2. An Authorized User may:

a. search, view, retrieve and display the Licensed Materials for personal, scholarly, educational, scientific research or for internal business use;

b. print a copy of any part of the Licensed Materials for their own personal, scholarly, educational, scientific research or for internal business use;

c. electronically save individual items of the Licensed Materials on an Authorized User's computer for his/her own personal, scholarly, educational, scientific research or internal business use;

d. distribute single copies of individual items from the Licensed Materials in print or electronic format to other Authorized Users. For the avoidance of doubt, this sub-clause shall include the distribution of a copy to other Authorized Users for teaching purposes in a class at the Licensee's institutions;

e. transmit to third party colleagues collaborating in a specific research project, in paper or electronically, reasonable amounts of Licensed Materials for personal, scholarly, educational, scientific, or research uses, but in no case for Commercial Use and provided that such Licensed Materials is held and accessible within a closed network that is not accessible to any person not directly involved in such collaboration.

As to Permitted Uses of the Licensor's Open Access Content, please refer to the Licensor's Open Access Searchable Gateway.

3.3. Remote Access

Upon request, the Licensor grants to Authorized Users remote access through VPN, proxy servers of the Licensee's institution or through third-party providers, such as but not limited to OpenAthens® or Shibboleth®, on condition that the Licensor can confirm and register the IP of the Licensee's server to the Licensee's online subscription.

4. Supply of copies to other libraries

The Licensee being an academic institution may, subject to clause 6 below, supply to an Authorized User of another library within the same country as the Licensee whether by post or other secure transmission (e.g., electronic), using Ariel or its equivalent, whereby the electronic
file is deleted immediately after printing, for the purposes of research or private study and not for Commercial Use, a single paper copy of an electronic original of an individual document which is part of the Licensed Materials.

5. Course Packs and electronic reserve

The Licensee may, subject to clause 6 below, incorporate parts of the Licensed Materials in printed Course Packs and Electronic Reserve collections for the use of Authorized Users in the course of instruction at the Licensee’s premises, but not for Commercial Use. Each such item shall carry an appropriate acknowledgement of the source, listing title and author of the extract, title and author of the work, and the publisher. Copies of such items shall be deleted by the Licensee when they are no longer used for this purpose. Course Packs in nonelectronic nonprint perceptible form, such as audio or braille, may also be offered to Authorized Users who, in the reasonable opinion of the Licensee, are visually impaired.

6. Prohibited Uses

6.1. Neither the Licensee nor an Authorized User may:

a. remove or alter the authors’ names or affiliations or the Licensor’s copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;

b. alter, abridge, adapt or modify any part of the Licensed Materials for any purpose other than that expressly permitted by the Licensee, except to the extent necessary to make it perceptible on a computer screen to an Authorized User. For the avoidance of doubt, no alteration of the words or their order is permitted;

c. systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose other than as explicitly permitted under clauses 3.1 and 3.2 above;

d. index and/or systematically download the Licensed Materials, especially operated by the application of a bot or crawler, for any purpose other than as explicitly permitted under clause 3.1 f);

e. mount or distribute any part of the Licensed Materials on any electronic network, including, without limitation, the Internet and the World Wide Web, other than the Secure Network;

f. integrate the Licensed Materials with any other material or otherwise create derivative works in any format and/or medium.

6.2. With regard to the Licensed Materials provided in formats other than PDF or HTML, due to the technical specifications of the product, neither the Licensee nor an Authorized User may:

a. make electronic copies of individual items taken from the Licensed Materials for storage on the Authorized User’s computer;

b. distribute single copies of individual items taken from the Licensed Materials in any electronic format to other Authorized Users;

c. load the Licensed Materials on the Licensee’s server on the Secure Network;

d. make backup copies of the Licensed Materials;

e. supply to an Authorized User, by electronic means, copies of one or more individual
6.3. The Licensor’s express prior written permission must be obtained in order to:

a. distribute, publish or make available the whole or any part of the Licensed Materials to anyone other than an Authorized User or for any purpose not expressly authorized by the present Agreement. The supply of any of the Licensed Materials to third parties is subject to payment and shall be negotiated with the Licensor;

b. use all or any part of the Licensed Materials for any Commercial Use such as sale, reward or exploitation other than as expressly permitted by the present Agreement;

c. publish, distribute or make available works based on the Licensed Materials or works which combine the Licensed Materials with any other material, other than as permitted in this Agreement.

6.4. As to Prohibited Uses of Licensor ’s Open Access Content, please refer to the Licensor’s Open Access Searchable Gateway.

7. Licensor’s Undertakings

7.1. The Licensor shall:

a. make available to the Licensee the Licensed Materials reasonably promptly after publication of the printed version. If this is not possible for a particular journal or book due to technical reasons, such journal or book shall be identified at the time of licensing, together with the reasons therefore;

b. provide the Licensee reasonably promptly after signing a purchase or subscription agreement with information sufficient to enable access to the Licensed Materials;

c. ensure that the Server has adequate capacity and bandwidth to support the usage of the Licensee at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the present Agreement;

d. use reasonable endeavors to make the Licensed Materials available to the Licensee and its Authorized Users on a twenty-four-hour basis, save for routine maintenance and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service.

7.2. Branding

The Licensor will brand each Licensor site visit by an Authorized User as follows: “You are now in the protected Licensee full-text zone. You are logged in as a Licensee’s authorized user and these are your subscriptions”.

7.3. Withdrawal

The Licensor reserves the right at any time to withdraw from the Licensed Materials any item or part of an item which it no longer retains the right to publish, or when the Licensor has reasonable grounds to believe it infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Licensor shall give written notice to the Licensee of such
withdrawal. If the withdrawn material represents more than fifty percent (50%) of an individual journal issue, the Licensor shall make a pro rata refund of the Fee, taking into account the amount of material withdrawn, and the remaining unexpired portion of the Fee for the individual journal in question.

7.4. Blocking

The Licensor furthermore reserves the right to block any unknown bot or crawler as mentioned under clause 6.1 d) at any time and without notice. In order to warrant unrestricted and undisturbed access to the Licensed Materials, the Licensor highly recommends that the Licensee discloses any applied bots or crawler in advance.

7.5. Online Access

The Licensor will provide the Licensee with online access to the full text of the Licensed Materials.

a. The Licensor guarantees unconditionally perpetual access to all Licensed Materials (namely the Karger eJournal Collection 1998 – current year) for customers with a minimum of five years continued online purchase history of the Licensed Materials;

b. The Licensor guarantees 5-year access to all Licensed Materials (namely the Karger eJournal Collection 1998 – current year) for customers with less than five years continued online purchase history of the Licensed Materials; Customers then may secure perpetual access locally by obtaining from the Licensor licensed content on a state-of-the-art technical medium including header files/metadata, against an appropriate handling fee.

7.6. Deposition

The Licensed Materials are deposited permanently with Portico, an independent not-for-profit organization maintaining dark digital archives. By joining Portico, the Licensee will have assured access in perpetuity through Portico to the Licensed Material should access via the Licensor no longer be possible.

7.7. Log In Data

The Licensor provides the Licensee with the necessary Log in Data to grant access to the Licensee's private title access information via MyKarger Login. Such usage information, comprising the IP range, time range, title and number of accesses, will be available online to the Licensee on an individual basis. The usage information shall be compiled in a manner consistent with any applicable privacy or data protection laws, and the anonymity of individual users and the confidentiality of their searches shall be fully warranted.

8. Licensee’s Undertakings

The Licensee shall:

a. ensure that only Authorized Users are permitted access to the Licensed Materials;
b. ensure that all Authorized Users are appropriately notified about the requirement to respect the intellectual property rights in the Licensed Materials and that they are made aware of and undertake to abide by the usage conditions specified in clauses 3 and 6 above;

c. monitor compliance and immediately on becoming aware of any unauthorized use or other breach of the present Agreement, inform the Licensor and take all reasonable steps, including disciplinary action, both to ensure that such activity ceases immediately and to prevent any recurrence;

d. issue passwords or other access information only to Authorized Users and ensure that Authorized Users do not divulge their passwords or other access information to any third party;

e. keep full and up-to-date records of all Authorized Users and their access details, and

f. if appropriate provide the Licensor with periodic lists of additions, deletions or other alterations to such records as are necessary to enable the Licensor to provide Authorized Users with access to the Licensed Materials as set forth in the present Agreement; provide the Licensor, reasonably promptly after signing a purchase agreement, with information sufficient to enable the Licensor to provide access to the Licensed Materials in accordance with its obligation under clause 7.1 b). Should the Licensee make any significant change to such information, it will notify the Licensor not less than fourteen (14) days before the change takes effect.

9. Mutual Undertakings

The Parties shall safeguard the intellectual property, confidential information and proprietary rights of the other party.

10. Google Subscriber Links and Casa

10.1. Access identification

Authorized Users’ access is identified via IP address and therefore requires transmission of the Licensee’s data by the Licensor. The data provided by the Licensor and held by Google or a third party acting on Google's behalf is limited to the related institutional IP address only.

10.2. Refusal of transfer

If the Licensee refuses the transfer of its data to Google or a third party acting on Google’s behalf, the Licensee is obliged to inform the Licensor in writing about its rejection before purchase or the subscription of the Licensed Materials.

11. Term & Termination

11.1. Effective Date

This Agreement shall be effective from January 1, 2022 and shall survive the termination of any purchase contract and will remain in force until December 31, 2024 (the Subscription Period January 1st, 2022 – December 31st, 2024 is herein also referred to as the “Term”). The Licensor may yearly amend or supplement this Agreement at any time. Unless the Licensee expressly objects
the present Agreement in writing, the revised version will become effective as of the new subscription period.

11.2. Individual subscriptions

If the Licensee has signed an individual subscription contract in written form, changes will become effective after the Licensee’s acceptance in writing only. Without the Licensee’s acceptance the Terms & Conditions originally agreed between the Parties shall remain in force.

11.3. Licensor’s right to withdraw

The Licensor reserves the right to withdraw the Licensee’s access to the Licensed Materials in the event of a systematic breach of the present Agreement by an Authorized User (as specified in 6.1 and 6.2). Moreover, the Licensor reserves the right to withdraw the Licensee’s access to the Licensed Materials if the Licensee becomes unable to pay its debts or enters into compulsory or voluntary liquidation.

11.4. Opt-Out

An organization has the possibility to opt out and an Eligible Organization has the possibility to opt in during the Term. Notice of such a decision must reach the Licensor by writing by 1st November at the latest for implementation by the beginning of the next calendar year. In the case a Licensee opts out, its Fee as set out in Schedule 1 will be deducted from the invoice. In the case an Eligible Institution opts in, the exact same terms and conditions set forth in this Agreement shall apply to it and its Fee shall be added to the invoice.

12. Confidentiality

Each party (the “Recipient”) undertakes to keep all confidential information obtained from the other party (the “Disclosing Party”) in the strictest confidence and, subject to the other provisions of this clause, not to disclose such information to any third party without the prior consent of the Disclosing Party. The provisions of this clause shall not prevent the Recipient from disclosing any information that was properly in the possession of the Recipient (with full right to disclose) prior to receiving it from the Disclosing Party; or is or subsequently comes into the public domain other than by breach of this Agreement; or was independently developed by the Recipient; or was received from a third party which had properly obtained the confidential information and was free to divulge it.

The Licensor acknowledges and accepts that the Licensees and the National Library of Sweden are Swedish governmental agencies that must act in accordance with the Swedish Public Access to Information and Secrecy Act (SFS 2009:400). Should any conflict arise between the Swedish Public Access to Information and Secrecy Act and this Agreement, the Swedish Public Access to Information and Secrecy Act should prevail.

This Agreement can freely be made public (including publishing the agreement in ESAC Registry) by the Licensor and/or the Licensee, as well as by the National Library of Sweden, but the individual Licensees’ Fees must be redacted, and any supporting materials shall remain confidential.
13. Data protection

The Licensor confirms to process any personal data, such as but not limited to name, address, email address, or telephone number of a data subject, for the primarily intended purposes only and in line with the requirements of the General Data Protection Regulation (GDPR) and the Swiss Federal Act on Data Protection (FADP).

For further information about the Licensor's Privacy Policy please visit https://www.karger.com/Info/PrivacyPolicy/.

14. Warranty and liability

14.1. Third party rights

The Licensor warrants that the Licensed Materials do not violate any third-party rights. In case third parties allege any claims, the Licensor shall at its option either defend the Licensee against the claims or satisfy them. This warranty shall survive the termination of any purchase agreement; however, it shall not apply if the Licensee has modified the Licensed Materials in any way not permitted by the present Agreement.

14.2. Design, accuracy

Except as provided expressly in this Agreement, the Licensor makes no representations or warranties of any kind, explicit or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Licensed Materials, and merchantability or fitness of use for a particular purpose. The Licensed Materials are supplied “as are”.

14.3. Third party defaults

The Licensor shall not be liable for any delay, downtime, transmission error, software or equipment incompatibilities, force majeure or other failures of performance. The Licensor will use commercially reasonable efforts to correct any material performance problem brought to its attention by the Licensee.

14.4. Party default

Neither party shall be liable in any way for failure or delay in performing its obligations under the present Agreement if the failure or delay is due to causes outside the reasonable control of the party in default.

14.5. Special, incidental or consequential damages

Neither party shall be liable to the other for any special, incidental or consequential damages (including, without limitation, lost profits and loss of goodwill) arising from any breach of the present Agreement, even if advised of the possibility of such damages.

15. Miscellaneous
15.1. No assignment

The present Agreement may not be assigned or transferred to any third party, nor may either party subcontract any of its obligations without the prior written consent of the other party, which consent shall not unreasonably be withheld.

15.2. Force majeure

Neither party’s delay or failure to perform any provision of the present Agreement, as result of circumstances beyond its control including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities shall be deemed to be, or to give rise to, a breach of the present Agreement.

15.3. Party waivers

Either party’s waiver, or failure to require performance by the other, of any provision of the present Agreement will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

15.4. Severability

The invalidity or unenforceability of any provision of the present Agreement shall not affect the continuation or enforceability of the remainder of this Agreement.

15.5. Dispute resolution

The Licensor and Licensee will attempt to settle claims or controversies arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. This escalation is a pre-condition to Clause 15.6.

15.6. Governing law and jurisdiction

The present Agreement shall be governed by and construed according to the laws of Sweden. All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The seat of the arbitration shall be Stockholm, Sweden. Language of the arbitration shall be English.

15.7. Local hosting

The Licensor grants Licensees and the National Library of Sweden, in capacity of a third party beneficiary of this Agreement, the rights to self-host the Metadata and the Full Texts for the purpose of improving discoverability of the Licensed Materials as detailed in Schedule 4. To avoid any misunderstandings, the Full Text cannot be used as a replacement of the version on the Licensor’s platform.
15.8. Title list

The Licensor will provide Licensees with detailed lists of all materials included in the Licensed Materials for the following year each 15th of September of the Term. Such lists shall be delivered in MS Excel format and shall include title, print ISSN and online ISSN, URL, access start year, volume, issue and OA status.

15.9. Payment

The Licensor will invoice within the first week of January of each calendar year of the Term. The invoice must be dated the same calendar year as the license is running (at the earliest 1st of January of the year of the license term). The Licensor will first provide pro forma invoices for verification. Once approved, the Licensor will provide final electronic invoices in the PEPPOL BIS Billing 3 format. The National Library of Sweden shall pay any invoice sent to it by the Licensor within sixty (60) days from reception.

15.10. Point of contact

Enquiries concerning the present Agreement or requests to use TDM technologies to derive information from the Licensed Materials shall be addressed to Karger Front Office under the telephone number +41 61 306 12 80 or via email to service@karger.com.

Licensor:

______________________________  ________________________________
Name: _________________________  Name: _________________________
Position: ________________________  Position: ________________________
Date: ___________________________  Date: ___________________________

Licensee:

______________________________  ________________________________
Name: _________________________  Name: _________________________
Position: ________________________  Position: ________________________
Date: ___________________________  Date: ___________________________
Schedule 1: Business Terms and Fees

1. Materials and Services - Subscribed Content

   Subscription Period: January 1st, 2022 to December 31st, 2024

   Subscription Period: January 1st, 2022 to December 31st, 2024

2. Publication Rights

2.1. Definitions

In this Agreement, the following terms shall have the following meanings:

2.1.1. “Article Processing Charge” or “APC” means the charge made to, or any other fee payable by, the Licensee or corresponding authors at the Licensee in respect of publication of Open Access Articles in any of Licensor’s Open Access Journals.

2.1.2. “Corresponding Author” shall mean the Licensor’s main contact in connection with a submitted manuscript. The Corresponding Author might be listed as a single author or in addition to contributing co-authors in the manuscript.

2.1.3. “Eligible Authors” shall mean either an individual employed for teaching and / or research purposes by, or a student enrolled at the Licensee, who is also Corresponding Author and entitled to publish their manuscript in one of the Licensor’s Eligible Journals set out in this Agreement.

2.1.4. “Eligible Journals” shall mean all Licensor’s Hybrid and Open Access Journals, with the exception of the journals (marked with * in Schedule 2) in the Licensor’s Partner Publication Portfolio and the Karger Kompass Series published under a Platinum Open Access model or not incurring any OA publishing costs (APCs).

2.1.5. “Open Access Article” means an article that is permanently, immediately free to read and re-use, published under an open license. Any article type published by the Licensor may be included.

2.2. Open Access Publishing

2.2.1. Publication Rights apply based on an active arrangement for Licensor’s eJournal Collection 2022/2023/2024.

2.2.2. Licensor grants Eligible Authors during the Term as defined, non-exclusive, non-transferable Publication Rights to publish accepted articles as Open Access Articles in Licensor’s Open Access journals, without incurring Article Processing Charge, provided
that Corresponding Author submits material according to the workflow put forward by the Licensor.

2.2.3. Eligible Authors retain copyright to their publications and only grant to the Licensor the non-exclusive right to publish all publications immediately and in the first instance under a Creative Commons Attribution 4.0 International License (CC BY 4.0). Third-party content included in a publication, for example images or graphics, should be clearly labelled and is not affected by these requirements. Nothing in this Agreement shall be taken to restrict, limit or curtail any provisions of the Creative Commons license used for Open Access Articles.

2.2.4. The provisions of this Agreement are without limitation to the rights of the Licensee or Authorized Users to do any act permitted under the Swiss and Swedish copyright law, or permitted under any CC license applicable to the Licensed Materials or otherwise which, apart from the rights granted under this Agreement, would not infringe the intellectual property rights in the Licensed Materials and, notwithstanding any provision of this Agreement, the Licensee and Authorized Users shall remain entitled to do any such acts.

2.2.5. This Agreement is valid for manuscripts accepted between January 1st 2022 and December 31st 2024.

2.3. Workflow

2.3.1. Upon payment of the Fee, unlimited publication rights will be available for publication of articles in Licensor’s Hybrid and Gold Open Access Eligible Journals. The publishing rights are only valid for accepted research-oriented manuscripts and are applicable to all Eligible Journals which require payment of an APC. The available publication rights do not per se guarantee publication.

2.3.2. Allocation of the Publication Rights to Eligible Authors will be handled by Licensor’s Compliance Desk. Requests for verification of author eligibility will be sent to the respective Licensee.

2.3.3. Eligibility must be claimed according to the workflow put forward by the Licensor. Eligible Authors will indicate their entitlement to exemption from Article Processing Charges by specifying their affiliated institute in the course of the manuscript submission process.

3. Fees

<table>
<thead>
<tr>
<th>Licensee(s)</th>
<th>(Publish and Read) Fee 2022</th>
</tr>
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<tbody>
<tr>
<td>1. Örebro Universitet</td>
<td>CHF</td>
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<tr>
<td>2. Göteborgs Universitet</td>
<td>CHF</td>
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<tr>
<td>3. Karlstads Universitet</td>
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<td>4. Karolinska Institutet</td>
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<td>5. Kungl. Tekniska Höskolan</td>
<td>CHF</td>
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The estimated pricing/Licensees' Fees for 2023 and 2024, are based on modelling of publishing OA as part of the Licensor’s offer for 2022-2024.

Invoice payable in CHF within sixty (60) days of invoice date. Direct invoice from the Licensor.
## Schedule 2: Licensed Materials and Access

1. **Licensed Materials: Subscription Journals (status 2022)**

<table>
<thead>
<tr>
<th>Title</th>
<th>eISSN</th>
<th>URL</th>
</tr>
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<tbody>
<tr>
<td>American Journal of Nephrology</td>
<td>1421–9670</td>
<td><a href="http://www.karger.com/AJN">www.karger.com/AJN</a></td>
</tr>
<tr>
<td>Annals of Nutrition and Metabolism</td>
<td>1421–9697</td>
<td><a href="http://www.karger.com/ANM">www.karger.com/ANM</a></td>
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<td>Audiology and Neurotology</td>
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2. Backfiles

For the purpose of this Agreement, the Licensed Materials include previous volumes of listed journals back to 1998.

2. Gold Open Access Journals (status 2022)
Schedule 3: Locations and Access

1. IP Addresses and Access

Access Method: Initial User 1D / Password access will be substituted as soon as possible and practicable by Shibboleth authentication and IP based online access.

IP Addresses:

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For further information, please visit the website: [www.karger.com](http://www.karger.com)
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<td>Läkemedelsverket (Medical Products Agency)</td>
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<tr>
<td>SBU Statens Beredning för Medicinsk och Social Utvärdering (SBU Swedish Agency for Health Technology Assessment and Assessment of Social Services)</td>
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<td>Socialstyrelsen (The National Board of Health and Welfare)</td>
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Schedule 4: Local hosting

1. Local Hosting

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- ISSN, eISSN
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