

ENHANCED ACCESS MASTER AGREEMENT

Agreement with Wiley internal number 22067 dated as of January 1, 2022 (the “Agreement”) 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 Fundacion Publica Andaluza Progreso y Salud (on behalf of Biblioteca Virtual del Sistema Sanitario Publico de Andalucia), Consejería de Salud y Familias de la Junta de Andalucía, Avda. Americo Vespucio 15 Edificio S-2 41092 Sevilla SPAIN (the “Customer”).

1. DEFINITIONS

The following terms have the meaning as set forth below:

- 1.1. **Agreement** means this Agreement with Wiley internal number 22067 between Wiley and the Customer 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. **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:
 - 1.2.a. Fundacion Publica Andaluza Progreso y Salud (on behalf of **Biblioteca Virtual del Sistema Sanitario Publico de Andalucia**), Consejería de Salud y Familias de la Junta de Andalucía and its subsidiaries and affiliates worldwide,
 - 1.2.b. scientific and support staff currently employed by such entities, and
 - 1.2.c. contractors currently engaged by such entities.
- 1.3. **Customer** means the customer named above, as further defined in Schedule 1, which has authorized the signing of this Agreement, provides access via its Secure Network for its Authorized Users as defined above, and is responsible for payments and implementation of the Agreement. The Customer may not extend access through the Customer’s Secure Network, to partners, joint ventures and affiliates not specified in Schedule 1, except with the prior written consent of Wiley and appropriate amendments to this Agreement.
- 1.4. **Electronic Products** means all products, services and content available in Wiley Online Library will be deemed included within the definition of Electronic Products. Details specific to the type of electronic products or services licensed hereunder as well as pricing and the Customer’s access rights are provided in the appropriate Appendix. These products and services are defined as follows:
 - 1.4.a. **Licensed Electronic Products** means the electronic (online) editions of Wiley journals and other publications and the content therein, including but not limited to major reference works, Current Protocols laboratory manuals and databases which the Customer has licensed hereunder as specified herein and in the appropriate Appendices.

Licensed Electronic Products are listed in the Appendices as follows:

- Appendix B - Online Journals
- Appendix C - Journal Backfiles
- Appendix D - Online Reference Works
- Appendix E - Online Books
- Appendix F - The Cochrane Library
- Appendix G - Current Protocols
- Appendix H - Databases

Appendix I - Essential Evidence Plus
Appendix J - ArticleSelect
Appendix K - AnthroSource
Appendix L - Digital Archives
Appendix M - Royal Marsden Manual of Clinical Nursing Procedures Online
Appendix N - ClinMicroNow

1.4.b. **Licensed Electronic Services** means the electronic features and services in Wiley Online Library available to the Customer and its Authorized Users, as follows.

1.4.b.i. *EarlyView* – publishes peer reviewed, fully citable articles online as soon as they are ready, before the release of the compiled journal issue.

1.4.b.ii. *Saved Title Alerts* – 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.

1.5. **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.

1.6. **Secure Network** means the network which provides access to Wiley Online Library for Authorized Users via the specific Customer's authentication method and valid parameters which are covered by this Agreement and set forth in Schedule 1. In addition to the methods set forth in Schedule 1, Wiley will enable Federated authentication through Shibboleth Federation and OpenAthens using Customer's access federation and entity ID if such information is available to Wiley.

1.7. **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.

2. ACCESS RIGHTS

2.1. **General Access Right.** Wiley grants to the Customer and its Authorized Users, during the Term as defined below, a non-exclusive, non-transferable right and license to access, via Wiley Online Library, the full text and other material such as datasets published online for the Licensed Electronic Products as listed in the Appendices attached hereto as may be amended from time to time on the Terms and Conditions of Use described below.

2.2. Authorized Users will have access to all available tables of contents, article abstracts, chapter summaries and associated websites for all Electronic Products.

2.3. **Unlimited Concurrent Users.** The Customer grants access to Wiley Online Library only to Authorized Users as defined herein. The number of the Authorized Users who may simultaneously access Wiley Online Library is unlimited.

2.4. **Intellectual Property Rights.** The Customer acknowledges that the Electronic Products, Wiley Online Library, Wiley's other platforms, and the Intellectual Property Rights contained therein are protected by law. All rights not specifically licensed herein to the Customer are expressly reserved by Wiley. The contents of the Licensed Electronic Products are solely for the personal, non-commercial use of the Authorized Users.

- 2.5. Perpetual Access Rights. Upon termination of this Agreement, Wiley may provide the Customer with Perpetual Access to specific content from certain Licensed Electronic Products as stated in the specific Appendix. When such Perpetual Access is provided, Wiley, in its discretion, will either continue online access to the same material excluding any enhancements added to the version originally published or additional online features not provided with the print versions of such content, or provide an archival copy in the electronic medium selected by Wiley, at a reasonable cost-based fee, and subject to the security requirements. By providing such Perpetual, Wiley grants to the Customer a non-exclusive, royalty-free license to use such material in accordance with the restrictions on use specified in paragraph 3 of the Agreement, which survive any termination of the Agreement.

3. TERMS AND CONDITIONS OF USE

- 3.1. The rights and restrictions governing access to Wiley Online Library and the Electronic Products by the Customer and its Authorized Users are outlined below.
- 3.1.a. Authorized Users may download, search, retrieve, display and view, copy and save to a Secure Network or other electronic storage media and store or print out single copies of individual articles, chapters or entries in the Licensed Electronic Products for the Authorized User's own personal use, namely scholarly, educational or scientific research. Authorized Users may also transmit such material to a third-party colleague in hard copy or electronically, for personal use, namely scholarly, educational, or scientific research or professional use but in no case for re-sale, systematic distribution, e.g. posting on a listserv, network (including distribution through social networking websites and scholarly collaboration networks, except for those that have agreed to Wiley's Article Sharing Policy found here: <https://onlinelibrary.wiley.com/researchers/tools-resources/article-sharing> and solely in accordance therewith) or automated delivery, or for any other use. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from individual articles, chapters or other entries from the Licensed Electronic Products in the Authorized User's own scientific, scholarly and educational works such as books and articles. This right does not extend to use of material, including images or figures that are separately listed as the copyright of a third party.
- 3.1.b. All Authorized Users have the option to create a My Profile Page, which will allow them to create data files and links to articles, chapters and entries of interest in the Licensed Electronic Products, and search criteria, which may be reused by them. In order to do so, the Authorized User will have to select and register a username and password which the Authorized User must keep confidential and not disclose to or share with anyone else.
- 3.1.c. The Customer and its Authorized Users may create links to Wiley Online Library from their Online Public Access Catalog (OPAC) records, library catalogs, link resolvers, locally hosted databases or library web pages, provided those links are operated by the Customer on a Secure Network, do not result in access to licensed content by anyone other than Authorized Users, and are not used in connection with any paid or commercial service or for any other commercial use whatsoever. Authorized Users may search, view, and browse Licensed Electronic Products using the interface provided by Wiley. Automated searching, robotic searching and decompilation are strictly prohibited.
- 3.1.d. The Customer and its subsidiaries and affiliates worldwide may include copies (hardcopy or electronic) of individual items from the Licensed Electronic Products in internal technical reports and in reports or applications made to appropriate regulatory or judicial bodies worldwide in the course of the Customer's or its Affiliates' business (e.g. "New Drug Application" submissions for regulatory bodies such as the Food and Drug Administration in the United States).

- 3.1.e. Authorized Users may make unlimited, internal use of the Licensed Electronic Products, including electronic storage thereof for later retrieval and submission, for regulatory or judicial submissions only, as provided in subparagraph 3.1.d. above, provided that such use does not amount, in whole or in part, to commercial redistribution for direct profit or any other reason.
- 3.1.f. Authorized Users who are members of the Customer's faculty or staff may download and print out multiple copies of material from Licensed Electronic Products for the purpose of making a multi-source collection of information for classroom use (course-pack) or a virtual learning environment, to be distributed to students at the Customer's institution free of charge or at a cost-based fee. Material from Licensed Electronic Products may also be stored in electronic format in secure electronic data files for access by Authorized Users who are students at the Customer's institution, as part of their course work, so long as reasonable access control methods are employed such as username and password.
- 3.1.g. The Customer's library staff may supply to another library, upon request by that library, either a single paper copy or an electronic copy of an individual document from the Licensed Electronic Products, for the purpose of research or private study. The electronic copy must be in PDF format, supplied by secure electronic transmission and must be deleted by the recipient library immediately after printing a paper copy of the document for its user.
- 3.1.h. All Authorized Users are bound by the Terms of Use which are available at <https://onlinelibrary.wiley.com/terms-and-conditions>. Wiley reserves the right to modify such Terms of Use as described therein.
- 3.1.i. Authorized users have been informed of, and agree to abide by, the Terms and Conditions of Use set forth herein.
- 3.2. Except as provided in subparagraph 3.1 above or with respect to material published on an open access basis, (which material is governed by the corresponding open access license), Authorized Users may not copy, distribute, transmit or otherwise reproduce, sell, or resell material from the Electronic Products; post or store such material in any form or medium in a retrieval system, network or listserv; or transmit such material, directly or indirectly, for use in any paid service such as document delivery or list serve, or for use by any information brokerage or for systematic distribution, whether or not for commercial or non-profit use, or for a fee or free of charge; or integrate material from the Electronic Products with other material or otherwise create derivative works in any medium. However, brief quotations for purposes of comment, criticism or similar scholarly purposes are not prohibited herein.
- 3.3. The Customer and its Authorized Users may not remove, obscure or modify any copyright or proprietary notices, author attribution or any disclaimer as they appear on Wiley Online Library and the Electronic Products. Authorized Users may not integrate material from the Electronic Products with other material or otherwise create derivative works in any medium. However, brief quotations for purposes of comment, criticism or similar scholarly purposes are not prohibited herein.
- 3.4. Authorized Users may not do anything to restrict or inhibit any other Authorized User's access to or use of Wiley Online Library and the Licensed Electronic Products.
- 3.5. If an Authorized User fails to abide by these Terms and Conditions of Use or other terms of this Agreement, or infringes Wiley's Intellectual Property Rights, or hosts an authentication method and parameters that have been identified as abusive or malicious, Wiley reserves the right in its sole discretion to suspend or terminate access to Wiley Online Library and, the Licensed Electronic Products by such Authorized User or to terminate the authentication

method and parameters immediately without notice, in addition to any other available remedies. Except in the case of a material breach which Wiley deems dangerous to the integrity and security of Wiley Online Library, or for a breach which, if not immediately remedied, is likely in Wiley's opinion to continue to cause damage, Wiley will give prior written notice to the Customer of its intention to terminate such access and will allow the Customer and/or the Authorized User as applicable 30 days after receipt of such notice to cure the breach or agree to abide by the terms and conditions of this Agreement. The Customer must notify Wiley when malicious credentials associated with offending authentication method and parameters have been remediated. Wiley will immediately restore services upon notification that credentials associated with the abusive or malicious activity have been remediated.

4. FEES AND CHARGES

- 4.1. Fees and charges for online access to Licensed Electronic Products by the Customer and its Authorized Users, and other services provided by Wiley Online Library, are specified in Appendices attached hereto, and will be due as set forth in the relevant invoice. Customer is also responsible for any applicable taxes and other fees where required by law, including, without limitation, any withholding taxes or other fees. Customer will pay to Wiley the full amount of any invoice, regardless of any deduction that Customer believes it is required by law to make.
- 4.2. 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.
- 4.3. 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.
- 4.4. The Fees for the period set forth in the Invoice Agreement Letter ("IAL") or written equivalent are applicable and due upon any one of the following:
 - 4.4.a.i. the Customer's signature on the annual IAL; or
 - 4.4.a.ii. the Customer's signature of the Product Appendix(ces); or
 - 4.4.a.iii. the Customer's written acceptance of the annual fees via email, or
 - 4.4.a.iv. access enablement by Wiley to the Licensed Electronic Products
- 4.4.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 Product Appendices) continue to apply.
- 4.5. Wiley may issue the relevant invoice for online access to the Licensed Electronic Products through Wiley US or any of its Wiley Affiliates.

5. MUTUAL OBLIGATIONS

- 5.1. In addition to the obligations set forth herein, Wiley will:
 - 5.1.a. Make reasonable efforts to ensure uninterrupted online access to and continuous availability of the 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);
 - 5.1.b. 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.

- 5.2. In addition to the obligations set forth herein, the Customer will:
- 5.2.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;
 - 5.2.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 methods 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;
 - 5.2.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.
 - 5.2.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.
 - 5.2.e. Except with respect to material published on an open access basis, neither the Customer nor any Authorized User has the right to incorporate any material from the Electronic Products into any institutional or other repository. Author agreements are separately negotiated with Wiley and include provisions about what authors may and may not do with respect to materials authored by them and published by Wiley (including social networking websites and scholarly collaboration networks, except for those that have agreed to Wiley's Article Sharing Policy found here: <https://onlinelibrary.wiley.com/researchers/tools-resources/article-sharing>).

6. PRIVACY AND DATA PROTECTION POLICY

- 6.1. 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> . Wiley will comply with all applicable provision of the General Data Protection Regulation ("GDPR") in relation to the processing of personal data as defined by that Regulation.

7. TERM AND TERMINATION

- 7.1. The Term of this Agreement commences on January 1, 2022 and ends on December 31, 2022.
- 7.2. 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.
- 7.3. 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 60 days after receipt of such notice to remedy the breach.
- 7.4. 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 subparagraph 7.1. is extended, the term of the applicable Appendix(es) will be automatically extended to run concurrently with the Term in order 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. WARRANTY AND DISCLAIMERS

- 8.1. 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.
- 8.2. 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 the accessing of third-party websites and the use of any content on such websites.
- 8.3. Except for the warranties provided by Wiley in paragraph 8.1 above,
 - 8.3.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,
 - 8.3.b. THE USE OF THE ELECTRONIC PRODUCTS, WILEY ONLINE LIBRARY, AND ALL MATERIALS IS AT THE AUTHORIZED USER'S OWN RISK,
 - 8.3.c. ACCESS TO WILEY ONLINE LIBRARY, AND THE ELECTRONIC PRODUCTS MAY BE INTERRUPTED AND MAY NOT BE ERROR FREE; AND
 - 8.3.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.

- 8.4. 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 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.
- 8.5. 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. GENERAL PROVISIONS

- 9.1. 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.
- 9.2. In the event of a material breach of the terms and conditions of this Agreement by either party, the non-breaching party will be entitled, in addition to any other remedies available pursuant to this Agreement or at law, to equitable, including injunctive, relief.
- 9.3. Notwithstanding any other term in this Agreement, neither Party's delay or failure to perform any provision of this Agreement due to circumstances beyond its control (including, without limitation, war; civil disorder; strike; flood; fire; storm; accident; terrorism; governmental restriction; infectious disease; epidemic; pandemic; public health emergency; embargo; power, telecommunications or Internet failures; damage to or destruction of any network facilities; the enactment of any law, executive order, or judicial decree; or any other circumstance beyond a Party's control whether similar or dissimilar to the foregoing) ("Force Majeure") will be deemed to be, or to give rise to, a breach of this Agreement. The Party claiming Force Majeure will provide written notice of the circumstances (where possible) and will be entitled to a reasonable extension of time for performing such obligations. Where Wiley is claiming Force Majeure, Wiley will be entitled to implement a reasonable alternative where practical under the circumstances and if its inability to perform continues for more than 30 days or it is inadvisable or commercially impractical to perform due to Force Majeure, Wiley may terminate the Agreement without penalty or charge, on written notice, and Wiley's performance will be fully excused.
- 9.4. 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 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.

- 9.5. This Agreement with Wiley internal number 22067 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 paragraph of this Agreement is determined to be void or unenforceable, the remainder of the Agreement will survive.
- 9.6. 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

**Fundacion Publica Andaluza Progreso y Salud (on behalf of Biblioteca Virtual del Sistema Sanitario Publico de Andalucia),
Consejería de Salud y Familias de la Junta de Andalucía**

John Wiley & Sons Inc.

Signature: *Gonzalo Balbontin*
Gonzalo Balbontin (Mar 2, 2022 13:56 GMT+1)

Name: Gonzalo Balbontin

Title: Managing Director

Date: Mar 2, 2022

Signature: *Cristina de Bufala Palacio*
Cristina de Bufala Palacio (Feb 11, 2022 18:18 GMT)

Name: Cristina de Bufala Palacio

Title: Regional Sales Director

Date: Feb 11, 2022

SCHEDULE 1 - CUSTOMER INFORMATION

Name of the Customer:

Biblioteca Virtual del Sistema Sanitario Público de Andalucía
(Fundación Pública Andaluza Progreso y Salud, on its behalf)

Listing of all addresses for the Customer:

Consejería de Salud y Familias de la Junta de Andalucía
Sistema Sanitario Público de Andalucía
Avda. Américo Vespucio, 15 Edificio S-2
41092 Sevilla

Full List of Customer's Secure Network Authentication Method and Parameters:

Custom SAML configuration:

Shibboleth IDs:

Athens IDs:

Proxy IP addresses: 154.59.125.99

IP addresses:

- 217.12.20.164 - 191
- 217.12.22.164 - 191
- 217.12.20.145
- 217.12.22.145
- 217.12.20.148
- 217.12.22.148
- 217.12.16.56
- 217.12.16.70
- 217.12.28.56
- 217.12.28.70
- 80.36.108.150
- 2.139.153.166
- 2.139.221.155
- 154.59.125.99

Agreement Administrator:

Name: Laura Muñoz González

Address: Biblioteca Virtual del SSPA

Avda. Americo Vespucio, 15 Edificio S-2 – 41092 Sevilla

Telephone: +.34 954 994 920

E-mail: laura.munoz.gonzalez@juntadeandalucia.es

Customer's Technical Contact:

Name: Juan Hernández Morales

Address: Biblioteca Virtual del SSPA

Avda. Americo Vespucio, 15 Edificio S-2 - 41092 Sevilla

Telephone: +.34 954 994 920

E-mail: jantonio.hernandez.morales@juntadeandalucia.es

FTE Count: The approximate number of employees of the Andalusian Health System is 100,000.
For this purpose, in the case of academic customers FTEs are defined as full-time equivalents; in the case of corporate and government customers FTEs are defined as full-time employees.

LICENSED ELECTRONIC PRODUCTS

APPENDIX B (A): JOURNALS – CORE COLLECTIONS OF SUBSCRIBED TITLES

Customer: Fundacion Publica Andaluza Progreso y Salud (on behalf of Biblioteca Virtual del Sistema Sanitario Publico de Andalucia), Consejería de Salud y Familias de la Junta de Andalucía

The Core Collection is defined herein as the complete collection of Wiley journals to which the Customer subscribes and will pay full rate institutional online only subscription fees to obtain online access.

1. The complete list of titles for the Core Collection is included in Appendix B(a)1.
2. **Access:** During the term of this Agreement, Wiley will provide the Customer with access to current content published during the Agreement term in the journals in the Core Collection and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley, as well as tables of content, abstracts, full text and illustrations and any additional electronic journal content not included in the print versions of the journals, but not materials included in Backfiles.
3. **Perpetual Access:** Upon termination of this Agreement, Wiley will provide the Customer with perpetual access to current content published during the Agreement term in the journals in the Core Collection and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley, as well as tables of content, abstracts, full text and illustrations and any additional electronic journal content not included in the print versions of the journals, but not materials included in Backfiles where Wiley has the rights to deliver this.
4. **Fees:**
 - 4.1. **Year 1 -2022 :** Core Collection Fee equals 100% of current holdings value based on the current year full rate institutional online only price. Holdings are determined based on all full rate institutional subscriptions held by the Customer in the year prior to the first year of the Agreement.
 - 4.1.a. **Total Core Collection Fee:** EUR 148,620.68
5. **Electronic Journal Subscription Maintenance and Swapping:** The Customer may swap subscribed online journals in the Core Collection without penalty provided that such changes do not exceed 5.00% of the value of the total Core Collection for any calendar year. These changes will be reflected in amendments to this Appendix. Swapping will be accepted at the title level or for duplicate subscriptions. Swapping will only be accepted on a calendar year basis and Wiley must be notified of any changes in writing no later than the preceding November 1st. If a swapped subscription is not the only subscription to that Electronic Journal in the Customer's holdings, the Customer will continue to have electronic access to that Journal. If a swapped subscription is the only subscription to that Electronic Journal in the Customer's holdings, then the Customer will lose access to the newly published content of that title permanently.
 - 5.1. Wiley may, from time to time, cease publication of individual journals in which case the journal(s) will be removed from the Customer's Core Collection, and the fees associated with the journal(s) will no longer be factored into the Core Collection Fee.
 - 5.2. Except as provided above, the Customer must maintain all online subscriptions in the Core Collection as set forth in the attached list (Appendix B(a)1).
6. **New Titles:** New Titles can be added under the following terms and conditions:
 - 6.1. The Customer may add new journals to its Core Collection at the full rate institutional online only subscription price.
 - 6.2. Subscriptions to titles transferred into Wiley from another publisher will be added to the Customer's Core Collection in the first year of transfer if the Customer has one or more subscriptions for the calendar (or subscription) year in which the title is transferred. Individually negotiated fees for access to transferred titles will also be maintained by Wiley, subject to the other terms of this Agreement. Subscriptions to titles transferred out of Wiley will be deleted from the Customer's Core Collection in the year of transfer.

- 6.3. The Customer may add previously cancelled titles at the current full rate institutional online only subscription price to its Core Collection.
- 6.4. Wiley reserves the right to exclude titles from inclusion in the Standard or Custom Collections, however these titles may be added to the Customer's Core Collection.
7. **Print Subscription Fees:** The Customer can purchase print subscriptions to Licensed Electronic Journals which the Customer subscribes to via a Core Collection at a deeply discounted rate. This does not apply to:
- 7.1. Titles new to Wiley Online Library (or other platforms designated by Wiley) unless subscribed to in the Customer's Core Collection.
- 7.2. Titles not subscribed to by the Customer, unless added to the Customer's Core Collection.
- 7.3. Titles not available via Wiley Online Library.
- 7.4. Titles published in online-only format by Wiley. Print subscriptions available through any Print on Demand option are not eligible for a deeply discounted rate.
- 7.5. Print subscriptions should be ordered directly via the Wiley Customer Services department, or through an agent.

APPENDIX B(A)1: JOURNALS – CORE COLLECTION– COMPLETE LIST OF INCLUDED JOURNALS

Customer: Fundacion Publica Andaluza Progreso y Salud (on behalf of Biblioteca Virtual del Sistema Sanitario Publico de Andalucia), Consejería de Salud y Familias de la Junta de Andalucía

Collection	Title	Journal Code	ISSN/ ISBN	Fee
CORE	Arthritis & Rheumatology	ART	23265205	EUR4,537.01
CORE	Arthritis Care and Research	ACR	21514658	EUR0.00
CORE	Cancer	CNCR	10970142	EUR5,673.46
CORE	Cancer Cytopathology	CNCY	19346638	EUR0.00
CORE	Hepatology	HEP	15273350	EUR7,131.51
CORE	Liver Transplantation	LT	15276473	EUR1,780.45
CORE	Acta Anaesthesiologica Scandinavica	AAS	13996576	EUR1,482.64
CORE	Clinical & Experimental Dermatology	CED	13652230	EUR1,422.27
CORE	Academic Emergency Medicine	ACEM	15532712	EUR215.82
CORE	Acta Neurologica Scandinavica	ANE	16000404	EUR2,509.51
CORE	Acta Ophthalmologica	AOS	17553768	EUR279.13
CORE	Acta Paediatrica: Nurturing the Child	APA	16512227	EUR793.26
CORE	Alimentary Pharmacology & Therapeutics	APT	13652036	EUR2,327.00
CORE	Allergy	ALL	13989995	EUR2,813.58
CORE	Alzheimer's & Dementia	ALZ	15525279	EUR555.50
CORE	American Journal of Hematology	AJH	10968652	EUR3,909.22
CORE	American Journal of Transplantation	AJT	16006143	EUR1,935.32
CORE	Anaesthesia	ANAE	13652044	EUR5,161.44
CORE	Annals of Neurology	ANA	15318249	EUR2,976.07
CORE	British Journal of Dermatology	BJD	13652133	EUR8,550.78
CORE	British Journal of Haematology	BJH	13652141	EUR7,134.03
CORE	BJOG: An International Journal of Obstetrics and Gynaecology	BJO	14710528	EUR2,618.60
CORE	BJU International	BJU	1464410X	EUR3,956.39
CORE	Catheterization and Cardiovascular Interventions	CCD	1522726X	EUR2,715.39
CORE	Clinical & Experimental Allergy	CEA	13652222	EUR2,551.03

CORE	Clinical Transplantation	CTR	13990012	EUR1,839.88
CORE	Colorectal Disease	CODI	14631318	EUR1,044.80
CORE	Dermatologic Therapy	DTH	15298019	EUR1,130.44
CORE	Developmental Medicine & Child Neurology	DMCN	14698749	EUR472.84
CORE	Diabetic Medicine	DME	14645491	EUR2,614.64
CORE	Echocardiography	ECHO	15408175	EUR870.86
CORE	Epilepsia	EPI	15281167	EUR6,189.51
CORE	European Journal of Heart Failure	EJHF	18790844	EUR879.97
CORE	European Journal of Neurology	ENE	14681331	EUR1,299.83
CORE	Haemophilia	HAE	13652516	EUR987.24
CORE	Head & Neck: Journal for The Sciences & Specialties of The Head and Neck	HED	10970347	EUR1,515.22
CORE	Headache: The Journal of Head and Face Pain	HEAD	15264610	EUR757.66
CORE	Histopathology	HIS	13652559	EUR4,751.91
CORE	Immunological Reviews	IMR	1600065X	EUR775.24
CORE	Internal Medicine Journal	IMJ	14455994	EUR1,080.50
CORE	International Journal of Cancer	IJC	10970215	EUR3,270.89
CORE	International Journal of Dermatology	IJD	13654632	EUR2,028.14
CORE	Journal of Advanced Nursing	JAN	13652648	EUR3,152.37
CORE	Journal of American Geriatrics Society	JGS	15325415	EUR1,485.72
CORE	Journal of Cardiovascular Electrophysiology	JCE	15408167	EUR1,049.49
CORE	Journal of Clinical Nursing	JOCN	13652702	EUR1,737.21
CORE	Journal of Cutaneous Pathology	CUP	16000560	EUR2,876.02
CORE	Journal of Evaluation In Clinical Practice	JEP	13652753	EUR882.00
CORE	Journal of Gastroenterology and Hepatology	JGH	14401746	EUR1,319.27
CORE	Journal of Parenteral and Enteral Nutrition	JPEN	19412444	EUR497.14
CORE	Journal of Surgical Oncology	JSO	10969098	EUR3,921.59
CORE	Journal of Thrombosis and Haemostasis	JTH	15387836	EUR977.38
CORE	Liver International	LIV	14783231	EUR923.82
CORE	Movement Disorders	MDS	15318257	EUR1,037.28
CORE	Muscle & Nerve	MUS	10974598	EUR3,987.15
CORE	Nutrition in Clinical Practice	NCP	19412452	EUR436.08
CORE	Obesity Reviews	OBR	1467789X	EUR673.07
CORE	Pacing and Clinical Electrophysiology	PACE	15408159	EUR768.78
CORE	Pain Practice	PAPR	15332500	EUR502.78
CORE	Pediatric Anesthesia	PAN	14609592	EUR2,077.35
CORE	Pediatric Blood & Cancer	MPO	15455017	EUR2,942.67
CORE	Pediatric Dermatology	PDE	15251470	EUR877.90
CORE	Prenatal Diagnosis	PD	10970223	EUR2,070.40
CORE	PM&R	PMRJ	19341563	EUR381.78
CORE	Respirology	RESP	14401843	EUR754.50
CORE	Seminars In Dialysis	SDI	1525139X	EUR1,727.51
CORE	The Laryngoscope	LARY	15314995	EUR1,365.21
CORE	Transfusion	TRF	15372995	EUR3,969.88

CORE	Ultrasound in Obstetrics & Gynecology	UOG	14690705	EUR1,687.35
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Total Fee in Year 2022			EUR 148,620.68
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APPENDIX B(C): JOURNALS – ACCESS TO UNSUBSCRIBED JOURNALS VIA PICK-AND-CHOOSE CUSTOM COLLECTIONS

Customer: Fundacion Publica Andaluza Progreso y Salud (on behalf of Biblioteca Virtual del Sistema Sanitario Publico de Andalucia), Consejería de Salud y Familias de la Junta de Andalucía

Pick-And-Choose Custom Collections are defined herein as the online editions of Wiley journals to which the Customer does not subscribe and pay a full rate institutional online only subscription fee. The Customer will obtain online access to these unsubscribed Wiley journals (journals not included in the Customer's Core Collection) by licensing a Custom Collection.

1. The complete list of titles for the Customer's Custom Collection is included in Appendix B(c)1.
2. **Access:** During the term of this Agreement, Wiley will provide the Customer with access to current content published during the Agreement term in the unsubscribed journals in the Custom Collection and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley, as well as tables of content, abstracts, full text and illustrations and any additional electronic journal content not included in the print versions of the journals, but not materials included in Backfiles.
3. **Perpetual Access:** Upon termination of this Agreement, Wiley will provide the Customer with perpetual access to current content published during the Agreement term in the unsubscribed titles in the Custom Collection for the term that the Customer has paid for access to the unsubscribed titles in the Custom Collection where Wiley has the rights to deliver this
4. **Custom Collection Fee:** The Customer will pay a Collection Fee to access the Custom Collection in addition to its Core Collection Fee.
5. **Fees:**
 - 5.1. **Year 1 -2022 :** Custom Collection fees will be calculated as a percentage of the current full rate institutional online only subscription price of the unsubscribed titles in the Custom Collection. The percentage is set based on the Customer's number of FTEs, and the value of the Customer's Core Collection.
 - 5.1.a. **Total Custom Collection Fee:** EUR 13,496.25
6. **New Titles:** New Titles can be added annually under the following terms and conditions:
 - 6.1. The fee increase cap set forth above will only apply to the existing titles in the Custom Collection.
 - 6.2. The price for the new titles will be calculated at the same percentage of the full rate institutional online only subscription fee initially used to calculate the original Collection Fee.
 - 6.3. Wiley reserves the right to exclude titles from inclusion in the Standard or Custom Collections, however, these titles may be added to the Customer's Core Collection.
 - 6.4. The Customer may add new journals to its Core Collection at the current full rate institutional online only subscription price.

APPENDIX B(C)1: JOURNALS – PICK-AND-CHOOSE CUSTOM COLLECTIONS – COMPLETE LIST OF TITLES

Customer: Fundacion Publica Andaluza Progreso y Salud (on behalf of Biblioteca Virtual del Sistema Sanitario Publico de Andalucia), Consejería de Salud y Familias de la Junta de Andalucía

Collection	Title	Journal Code	ISSN/ ISBN
BVA2015	Australasian Journal of Dermatology	AJD	14400960
BVA2015	Australian and New Zealand Journal of Obstetrics and Gynaecology	AJO	1479828X
BVA2015	ANZ Journal of Surgery	ANS	14452197
BVA2015	British Journal of Clinical Pharmacology	BCP	13652125
BVA2015	Clinical & Experimental Ophthalmology	CEO	14429071
BVA2015	Diabetes Obesity & Metabolism	DOM	14631326
BVA2015	Diabetes/Metabolism Research and Reviews	DMRR	15207560
BVA2015	Digestive Endoscopy	DEN	14431661
BVA2015	European Journal of Clinical Investigation	ECI	13652362
BVA2015	HIV Medicine	HIV	14681293
BVA2015	International Journal of Gynecology & Obstetrics	IJGO	18793479
BVA2015	International Journal of Laboratory Hematology	IJLH	1751553X
BVA2015	International Journal of Urology	IJU	14422042
BVA2015	Journal der Deutschen Dermatologischen Gesellschaft	DDG	16100387
BVA2015	Journal of the European Academy of Dermatology & Venereology	JDV	14683083
BVA2015	Journal of Cardiac Surgery	JOCS	15408191
BVA2015	Journal of Clinical Pharmacy & Therapeutics	JCPT	13652710
BVA2015	Journal of Inherited Metabolic Disease	JIMD	15732665
BVA2015	Journal of Magnetic Resonance Imaging	JMRI	15222586
BVA2015	Journal of Obstetrics and Gynaecology Research	JOG	14470756
BVA2015	Journal of Paediatrics and Child Health	JPC	14401754
BVA2015	Journal of Psychiatric & Mental Health Nursing	JPM	13652850
BVA2015	Microsurgery	MICR	10982752
BVA2015	Mycoses	MYC	14390507
BVA2015	Nephrology	NEP	14401797
BVA2015	Neurourology and Urodynamics	NAU	15206777
BVA2015	Pathology International	PIN	14401827
BVA2015	Pediatric Allergy and Immunology	PAI	13993038
BVA2015	Pediatric Diabetes	PEDI	13995448
BVA2015	Pediatric Transplantation	PETR	13993046
BVA2015	Pediatrics International	PED	1442200X
BVA2015	Pharmacoepidemiology and Drug Safety	PDS	10991557
BVA2015	The Journal of Dermatology	JDE	13468138
BVA2015	The Journal of Pathology	PATH	10969896
BVA2015	Transplant Infectious Disease	TID	13993062

Total Fee in Year 2022	EUR 13,496.25
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2022 - Fundacion Publica Andaluz - PA - 0

Final Audit Report

2022-03-02

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