



SUBSCRIPTION AND PERPETUAL ACCESS AGREEMENT

Explanatory note for Customer

(This note does not form part of the legally binding agreement)

The following is a single framework agreement to cover purchase models for access to the OUP journals and online products that are offered under this agreement.

With the benefit of this framework agreement, you may efficiently make further purchases of our journals and online products which purchases will automatically be governed by the terms of this agreement, without having to renew the agreement annually and without the need to maintain in a Schedule to the agreement a regularly updated list of publications with their start and end dates (although we can do this if it is important to you).

To enable this flexibility, the agreement contains terms that address the various available purchase models (i.e. journals subscriptions, online product subscriptions and perpetual access publications). Certain clauses may not be relevant to the particular purchases you make under this agreement. The applicability of such clauses will be noted in the clause itself, and Clause 1.5 of the Terms and Conditions also makes clear that the terms in each Annex (which, respectively, deal with particular purchase models) apply only in relation to the relevant purchase model if it is being purchased.

If you have any queries about the scope of the agreement, please contact salesagreements@oup.com.

COMMERCIAL TERMS

- 1 PUBLISHER:** THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF OXFORD trading as OXFORD UNIVERSITY PRESS of Great Clarendon Street, Oxford OX2 6DP, United Kingdom.
- 2 CUSTOMER:** FUNDACIÓN PÚBLICA ANDALUZA PROGRESO Y SALUD on behalf of Biblioteca Virtual del Sistema Sanitario Público de Andalucía, Avda. Américo Vespucio, 15 Edificio S-2 Sevilla, 41092, Spain
- 3 PUBLICATION(S):** The Journals and/or Online Products published online by the Publisher and (i) listed in (a) Schedule A to this Agreement; and/or (b) an invoice relating to this Agreement; and/or (ii) as otherwise notified to the Customer in writing.
- 4 SITE(S):** The geographical location(s) listed in Schedule B.
- 5 CHARGES:** The price set out in (a) the Publisher's or the Customer Agent's invoices; and/or (b) as otherwise notified to the Customer in writing, concerning (i) access to the Publications, (ii) Hosting Fees, if relevant, (iii) Update Fees, if relevant, and (iv) Renewal Fees, if relevant.
- 6 CUSTOMER AGENT:** N/A

- 7 **GOVERNING LAW:** Except to the extent, if any, that this agreement to the following is prohibited by the laws or regulations governing contracts with the Customer, this Agreement will be governed by and construed in accordance with the laws of England and Wales. The parties agree to submit to the non-exclusive jurisdiction of the English courts in connection with any disputes arising under this Agreement.

THE PUBLISHER AND CUSTOMER EACH ACCEPT AND AGREE TO THE TERMS OF THIS AGREEMENT, WHICH INCORPORATES THE ATTACHED ANNEXES AND SCHEDULES.

Signed by

For and on behalf of the **Publisher**

Name:

Position:

Date:

Signed by

For and on behalf of the **Customer**

Name: Gonzalo Balbontín Casillas

Position: Managing Director

Date:

TERMS AND CONDITIONS

1 COMMENCEMENT AND DEFINITIONS

This Agreement will commence upon its execution by both parties and will continue thereafter until terminated in accordance with its terms. It will apply to all orders for Publications placed by the Customer that are accepted by the Publisher during the aforementioned period.

- 1.1 Regardless of when this Agreement commences or terminates, the Customer and Authorised Users may not access a Publication outside of the Publication Term for that Publication unless the Publisher expressly permits such access, which will be subject to the terms of the Legal Notice(s) for the relevant Publication(s).
- 1.2 Any order placed by the Customer for access to the Publications will constitute an offer by the Customer to purchase the Publications referred to therein on a subscription basis or on a perpetual access basis (as specified in the order) subject to the terms of this Agreement. The Customer is responsible for ensuring that the terms of its order are complete and accurate.
- 1.3 An order made pursuant to this Agreement will be deemed to be accepted when the Publisher issues a written acceptance of the order.
- 1.4 In this Agreement, the following expressions will have the following meanings:

"Authorised User"	an individual who is authorised by the Customer to access the Customer's information services available through the Customer's Secure Network <u>AND</u> who is (i) a current student, faculty member, library patron, employee or contractor of the Customer; or (ii) an individual physically present on the Customer's premises and, if applicable, at the Sites
"Charges"	as defined at "Charges" in the Commercial Terms above
"Commercial Use"	use for the purposes of monetary reward (whether by or for the Customer, an Authorised User, or any other person or entity) whether by means of sale, resale, loan, transfer, hire, or any other form of exploitation
"Concurrency Restriction"	for each Publication, respectively, the maximum number of permitted concurrent Authorised Users for that Publication, if applicable, as specified in Schedule A and/or in the relevant invoice and/or as otherwise agreed in writing
"Content-Specific Terms"	in relation to an article, chapter or any other portion of any Publication, the specific terms under which that material is published (for example, but not limited to, Creative Commons terms) and as specified on the website of the Publication
"Customer Agent"	if/as specified at "Customer Agent" in the Commercial Terms above
"EBA Model"	as defined in Annex 4
"Hosting Fees"	the fees payable by the Customer for hosting services as further described in Annex 2
"Journals"	the online version of Publisher's journals listed in (i) Schedule A to this Agreement; and/or (ii) an invoice relating to this Agreement and/or (iii) otherwise agreed in writing by both parties to be added to this Agreement

"Journals Subscription"	a purchased subscription for Journals
"Legal Notice"	for each Publication, the legal notice and/or terms of use of that Publication as specified on the website for the Publication in a document linked from the footer or header of the Publication's homepage
"Material"	any abstract, article, index, advertising, or other material contained in the Publications and accessed online
"Non-Commercial Text And Data Mining"	Text And Data Mining for the sole purpose of research for a non-commercial purpose
"Online Products"	the aggregated collection of online versions of Publisher's publications listed in (i) Schedule A to this Agreement; and/or (ii) an invoice relating to this Agreement and/or (iii) otherwise agreed in writing by both parties to be added to this Agreement
"Update Fees"	the fees payable by the Customer for access to Updates as further described in Annex 3
"Password(s)"	any password(s) given to the Customer by the Publisher or created by or for the Customer to access the Publication(s) and any other passwords or access control mechanisms required for Authorised Users to access the Secure Network
"Permitted Use"	for each Publication, respectively, the permitted use of that Publication, as provided in Clause 2 of this Agreement and in the Legal Notice for that Publication
"Perpetual Access Publication"	a Publication which is purchased on a perpetual access basis
"Perpetual Access Start Date"	for each Publication which is a Perpetual Access Publication, respectively, the date on which perpetual access starts for that Publication as specified in Schedule A and/or in the relevant invoice, or as otherwise agreed in writing)
"Pre-Publication Titles"	any Publications which have not yet been published online as at the date on which the Customer's order for such Publications is received by the Publisher
"Publication"	as defined at "Publications" in the Commercial Terms above
"Publication Term"	as defined in Clause 2.1
"Renewal Fees"	the fees payable by the Customer for renewal of access to Subscription Publications as further described in Annex 1
"Secure Network"	a network (whether a stand alone network or a virtual network within the Internet, accessible offsite) which is accessible only to Authorised Users; without limitation, a cache server or any server or network which can be accessed by anyone other than Authorised Users is not a Secure Network
"Server"	either the Publisher's server or a third party server designated by the Publisher on which the Publications are mounted and through which the

Customer and its Authorised Users may gain access to the Publications by means of the World Wide Web

“Site(s)”	as defined in the Commercial Terms above
"Subscription End Date"	for each Subscription Publication, respectively, the date on which the subscription ends for that Publication (as may be specified in Schedule A and/or in the relevant invoice and/or as otherwise agreed in writing) or any subsequent date agreed in writing by the parties under the renewal process in this Agreement
"Subscription Period"	for each Subscription Publication, respectively, the period commencing on the Subscription Start Date for that Publication and expiring on the Subscription End Date for that Publication as specified in Schedule A and/or in the relevant invoice and/or as otherwise agreed in writing) and subject to renewal for successive periods in accordance with this Agreement
"Subscription Publication"	a Publication which is purchased on a subscription basis
"Subscription Start Date"	for each Subscription Publication, respectively, the date the subscription starts for that Publication as specified in Schedule A and/or in the relevant invoice, or as otherwise agreed in writing
"Text And Data Mining"	in relation to any Publication(s) or any portion thereof, performing a computational analysis of anything recorded in that (those) Publication(s) or portion

1.5 The terms in Annexes 1, 2, 3 and 4 will apply only in the following circumstances:

1.5.1 For any Subscription Publication: Annex 1 applies to each such Publication.

1.5.2 For any Journals Subscription: Annex 2 applies to each such Journals Subscription.

1.5.3 For any Perpetual Access Publication: Annex 3 applies to each such Publication.

1.5.4 For any Publication(s) purchased on the basis of the EBA Model, Annex 4 applies to each such Publication.

2 GRANT OF ACCESS, PERMITTED USE AND LIMITATIONS ON USE

2.1 In this Agreement, "Publication Term" will mean:

2.1.1 for each Subscription Publication, the Subscription Period for that Publication; and

2.1.2 for each Perpetual Access Publication, a perpetual term beginning on the Perpetual Access Start Date for that Publication.

2.2 For each Publication, respectively, during the relevant Publication's Publication Term, the Customer may allow its Authorised Users, on a non-exclusive and non-transferable basis (and in all cases subject to the remaining terms and conditions of this Agreement, including the restrictions listed in Clause 2.3) to:

2.2.1 access the Server by means of a Secure Network to search the Publication and to view, retrieve, and display portions thereof;

- 2.2.2 save and print out single copies of portions of the Publication for personal use;
 - 2.2.3 *if the Customer is an academic institution*, incorporate links to the Publication in electronic course packs and course management systems for use in connection with courses offered by the Customer for academic credit (provided that no person other than an Authorised User may use such links); and
 - 2.2.4 *if the Customer is an academic library or library which is part of a non-commercial organisation*, supply another academic library or library which is part of a non-commercial organisation, on a non-exclusive basis and for the sole purpose of supplying an authorised patron of the recipient library with a single copy of an electronic original of an individual document from a Publication for that user's research or private study (and not for Commercial Use), provided that: (i) such copy is provided in response to the recipient library's request therefor; (ii) (excluding Journals, to which the condition in this sub-part (ii) does not apply) at the time of making the copy, the Customer does not know, nor could it reasonably find out, the name and address of a person entitled to authorise the making of such copy; (iii) if the Customer charges the recipient library for such copy, the sum charged is calculated by reference to the costs attributable to the production of the copy; and such supply must be by post, fax or secure electronic transmission using Ariel or its equivalent, whereby the electronic file is deleted and inaccessible after printing.
- 2.3 Provided that nothing in this Agreement will limit the Customer's or an Authorised Users' rights under applicable copyright laws, the Customer and its Authorised Users may not:
- 2.3.1 undertake or carry out (or, in the Customer's case, allow any Authorised User to undertake or carry out) any Text and Data Mining without the Publisher's prior written consent.
 - 2.3.2 remove or alter Publisher's copyright notices or other means of identification or disclaimers as they appear in the Publications;
 - 2.3.3 systematically make multiple printed or electronic copies of portions of the Publications for any purpose except as permitted by law or as authorised by Publisher;
 - 2.3.4 display or distribute or permit access to any part of the Publications via any method other than the Secure Network;
 - 2.3.5 permit anyone other than Authorised Users to access or use the Publications; and
 - 2.3.6 use all or any part of the Publications for any Commercial Use.

Furthermore, subject to Clause 2.4, with respect to each Publication, the rights granted in Clause 2.2 are subject to any relevant (a) Concurrency Restriction(s), (b) Legal Notice, and/or (c) Content-Specific Terms.

- 2.4 In the case of any conflict or ambiguity between:
- 2.4.1 the Permitted Use specified in this Clause 2 and the Permitted Use specified in the Legal Notice for any Publication, this Clause 2 will take precedence in respect of that Publication;
 - 2.4.2 the Permitted Use and the Content-Specific Terms for any portion of any Publication, the Content-Specific Terms will take precedence in relation to that portion of the Publication.

3 ACCESS AND SECURITY

- 3.1 If the Publisher is hosting the Publications:
- 3.1.1 in order to provide access to Journals, the Publisher shall provide the Customer with a customer number as necessary to enable the Customer to set up and activate the Customer's online access to the Journals; and

- 3.1.2 in order to provide access to Online Products, the Customer shall provide, in the manner requested by the Publisher (which may include entering information in an online registration system), with the information needed to activate and maintain access to the Online Products, including prompt reporting of any additions, deletions or other alterations to the information supplied. Delay in provision of such information will not affect the commencement date of this Agreement, nor the Publication Term of any Publication.
- 3.2 The Customer will obtain and maintain during the term of this Agreement at its cost all telecommunications and other equipment and software (including relevant licenses) needed to access the Publications online via the Customer's Secure Network.
- 3.3 The Customer shall maintain appropriate and reasonable policies, procedures and technical and organizational measures to ensure that the Publications and Password(s) are at all times used within the scope of the rights granted to the Customer and its Authorised Users in this Agreement. In particular the Customer shall notify all Authorised Users that the Publications are protected by copyright and the Authorised Users' access to and use of the Publications is subject to the restrictions and obligations contained in this Agreement.
- The Customer shall notify Publisher immediately upon becoming aware of any of the following: (a) any loss, theft, or unauthorised use of any Password(s); (b) any breach of the Secured Network that could compromise the security or integrity of the Publications or Password(s); or (c) any breach by an Authorised User of the terms of this Agreement.
- 3.4 The obligations in this Clause 3 are designed to protect the security and authorised use of the Publications. The Publisher is reliant on the Customer fulfilling its obligations under this Agreement in order to accomplish this goal and, accordingly, upon the Publisher's request, the Customer shall terminate access to the Publications by any Authorised User whose actions or omissions contravene the terms of this Agreement.
- 3.5 The Publisher reserves the right to terminate or suspend the Customer's access to the Publications or any portion thereof (in addition to any other available remedies) if:
- 3.5.1 the Publisher reasonably believes that any portion of the Publications is being accessed or used otherwise than in accordance with this Agreement (including, without limitation, in breach of this Clause 3 or Clause 2.3.3); provided that the Publisher will restore access when the matter has been resolved to the Publisher's reasonable satisfaction; or
- 3.5.2 the Customer commits a material breach of this Agreement.

4 RESPONSIBILITIES OF PUBLISHER

- 4.1 If the Publisher is hosting the Publications, the Publisher shall use all reasonable efforts:
- 4.1.1 to make each Publication available online to the Customer throughout that Publication's Publication Term;
- 4.1.2 to ensure that the Server has sufficient capacity and rate of connectivity to provide the Customer with a quality of service consistent with current industry standards for publishers publishing materials online;
- 4.1.3 to restore the Customer's access to the Publications as soon as possible in the event of an interruption or suspension of the service; and
- 4.1.4 to provide, or arrange for a third party to provide, customer support services to the Customer.

- 4.2 To the extent the following monthly usage reports are made available by the party hosting the Publication(s) on behalf of the Publisher (for clarity, this excludes any Publications self-hosted by the Customer) and subject to the last sentence of this Clause, the Publisher will make available to the Customer monthly usage reports throughout the Publication Term for each Publication, detailing the level of use of each Publication by the Customer's Authorised Users per month. The Publisher shall use reasonable efforts to ensure that such usage reports are compliant with the most recent release of the COUNTER Code of Practice for Journals and Databases (available at http://www.projectcounter.org/code_practice.html). The Customer acknowledges that the Publisher will not be able to provide accurate usage reports if the Customer stores the Publication(s) on any cache or proxy server, or accesses the Publications through an agent gateway.

5 PAYMENTS BY THE CUSTOMER

- 5.1 In consideration of the access granted by Publisher under this Agreement, the Customer shall pay the Charges due to Publisher for each Publication within 30 days of receipt of an appropriate invoice.
- 5.2 *If the Customer is purchasing Publications through a Customer Agent*, the Customer will pay the Charges for those Publications to the Customer Agent. If the Customer Agent fails to pay such sums to the Publisher, the Publisher may suspend access to any or all Publications or any portion thereof or may terminate this Agreement without liability to the Customer, and the Customer further agrees that its sole remedy in such circumstances would be against the Customer Agent and not the Publisher. The Publisher's rights specified in this Clause are in addition to any rights and remedies that may be available in law or equity.
- 5.3 Notwithstanding any other provision of this Agreement, the Publisher will not be obliged to grant access to a Publication, or continue to grant such access to the Customer, until the Charges or Renewal Fees for that period have been received by the Publisher.
- 5.4 The Charges and (*for Subscription Publications*) any Renewal Fees may be increased to reflect, without limitation and as applicable, changes to the Publications, and/or the potential number of Authorised Users.
- 5.5 Unless expressly stated to the contrary in this Agreement, all amounts referred to in this Agreement will be interpreted as being amounts exclusive of value added tax, goods and services tax and any similar sales or excise tax ("Sales Tax"). Any Sales Tax payable in relation to any such amounts shall be added at the prevailing rate, as applicable, and paid by Customer following delivery of a valid invoice from Publisher.'
- 5.6 The Customer shall pay all amounts due to the Publisher without any deduction and/or withholding other than such amount (if any) it is required to deduct and/or withhold by law and/or upon other direction of any tax authority. In the event that the Customer is required to make such deduction and/or withholding, the Customer shall notify Publisher before any such deduction and/or withholding is made and paid to the authority concerned and, further, shall, at the written request of the Publisher, do all things in its power that may be necessary to enable or assist the Publisher to claim exemption or preferential rate therefrom under any double taxation and/or similar agreement and/or convention from time to time in force and shall provide the Publisher at the time of payment with such evidence as the Customer may possess and as may be reasonably required by the Publisher as to the deduction and payment of the tax and/or of the sums withheld.

6 ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Customer acknowledges that, as between the Publisher and the Customer, all copyrights, patent rights, trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Publications, and the Publisher's trademarks OXFORD, and OXFORD UNIVERSITY PRESS (collectively the "Publisher Intellectual Property"), are owned or controlled by Publisher, and the Customer further acknowledges that this Agreement does not convey to the Customer any right, title, or interest therein except for the right to access and use, and permit its Authorised Users to access and use, the Publications in accordance with the terms and conditions of this Agreement.
- 6.2 The Customer acknowledges that neither it nor any of its Authorised Users may create any derivative work based on the Publications without the prior written permission of the Publisher.

7 REPRESENTATIONS AND WARRANTIES

- 7.1 The Publisher represents and warrants that it has the power to enter into this Agreement and to grant the access conferred herein to the Customer, and that the Publications do not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or contract right of any third party.
- 7.2 The Customer represents and warrants that it has the power and authority to enter into and perform this Agreement; and that the signatory for the Customer (including if this Agreement is signed by a Customer Agent on behalf of a Customer) has the full power and authority to sign this Agreement on behalf of the Customer and bind the Customer to its obligations under this Agreement.
- 7.3 THE PUBLISHER PROVIDES ACCESS TO THE PUBLICATIONS ON AN "AS IS" BASIS. SAVE AS PROVIDED ABOVE AND TO THE EXTENT PERMITTED BY LAW, THE PUBLISHER GIVES NO WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION THAT (I) THE PUBLICATIONS WILL BE OF SATISFACTORY QUALITY, SUITABLE FOR ANY PARTICULAR PURPOSE OR FOR ANY PARTICULAR USE UNDER SPECIFIED CONDITIONS, NOTWITHSTANDING THAT SUCH PURPOSE, USE, OR CONDITIONS MAY BE KNOWN TO PUBLISHER; OR (II) THAT THE PUBLICATIONS WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) THAT THE MATERIAL PUBLISHED IN THE PUBLICATIONS IS EITHER COMPLETE OR ACCURATE.
- 7.4 IN NO CIRCUMSTANCES WILL THE PUBLISHER BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH PUBLISHER DOES NOT HAVE DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORISED ACCESS, THEFT, OR OPERATOR ERRORS; NOR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR LOSS OF PROFITS, INCLUDING IN THE FOREGOING CASES, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSSES ARISING FROM INACCURACIES IN, OR CORRUPTION CAUSED BY, THE PUBLICATIONS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE ACCESS TO, OR INABILITY TO ACCESS THE PUBLICATIONS.
- 7.5 THE CUSTOMER AGREES THAT THE ENTIRE LIABILITY OF THE PUBLISHER TO THE CUSTOMER AND/OR ITS AUTHORISED USERS AND/OR, IF THE CUSTOMER IS PURCHASING PUBLICATIONS THROUGH A CUSTOMER AGENT, TO THE CUSTOMER AGENT ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE PUBLICATIONS WILL BE THE REFUND OF ANY SUMS ACTUALLY RECEIVED BY THE PUBLISHER UNDER THIS AGREEMENT FOR ACCESS TO THE AFFECTED PUBLICATIONS DURING THE TWELVE MONTH PERIOD IN WHICH THE CLAIM ARISES.

8 TERMINATION

- 8.1 The Customer may terminate this Agreement at any time for convenience provided that, in such case, any outstanding Charges will be promptly paid and no refund of any Charges will be due.
- 8.2 If a party commits a material breach of this Agreement (and in the case of a breach capable of remedy fails to remedy the same within 30 days of a written request to do so), then the other party may terminate this Agreement with immediate effect by giving the breaching party written notice of termination. Without limitation, a breach by the Customer of the provisions of Clauses 2.3, 3.1, 3.3, 4.1 and 5.1 above would constitute a material breach of this Agreement. The rights in this Clause are in addition to any rights and remedies that may be available in law or equity.

- 8.3 The Publisher reserves the right to withdraw from the Publications, and/or cease providing hosting services for, content that it no longer retains the right to provide access to or that it determines may be unlawful, defamatory, obscene, harmful, false, infringing or otherwise objectionable.

9 TAX COMPLIANCE

- 9.1 The Customer shall not engage in any activity, practice or conduct which would constitute, or be regarded as, an offence under any law or regulation applicable to it, consisting of the fraudulent, or otherwise unlawful, evasion of any tax.

10 GENERAL

- 10.1 This Agreement is personal to the Customer and the access granted under it does not extend to its subsidiary or parent organisations (unless expressly provided herein), nor may such access or any other rights or obligations under this Agreement be assigned by the Customer without the prior written consent of the Publisher. The Publisher may assign any or all of its rights and obligations under this Agreement to an affiliate, a successor to its business or a transferee of Publisher's right to publish and distribute any Publication(s). The rights and obligations of this Agreement will bind and benefit any successors and permitted assigns of the parties. Any attempted assignment in violation of this Clause will be null and void and of no force or effect.
- 10.2 Except where expressly stated otherwise, all notices required to be given under this Agreement will be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this Agreement, or such other address as the party concerned may from time to time designate by notice pursuant to this Clause. Such notices will be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 10 (ten) days after posting. All notices to Publisher shall be marked for the attention of the Group Legal Director.
- 10.3 Subject to Clause 10.4, this Agreement constitutes the entire agreement of the parties about its subject matter, supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter. The terms and conditions of this Agreement may only be varied by an authorised official of the Publisher, in writing. Except as provided above, the terms and conditions of this Agreement override all conditions provided by the Customer.
- 10.4 Any existing perpetual access agreement between the Publisher and the Customer will remain in effect in relation to perpetual access purchases already made under such agreement prior to this Agreement coming into force; provided however that any update(s) to such online products purchased by the Customer after this Agreement comes into force will be treated as a Publication and subject to the terms of this Agreement.
- 10.5 Subject to the requirements of any laws local to the parties: this Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all the counterparts will together constitute the one agreement; and the parties agree to be bound by photocopy, scanned, facsimile, electronic or other copies, which will have the same effect for all purposes as an ink-signed original.
- 10.6 This Agreement may be amended:
- 10.6.1 by the Publisher, in its sole discretion, provided that the Publisher shall use reasonable endeavours such that the Customer will have thirty (30) days' prior written notice of any such proposed amendment and the Customer will have the option to terminate this Agreement by delivery to the Publisher of a written notice of the Customer's election to terminate this Agreement received by the Publisher within sixty (60) days of receipt of such notice; and
- 10.6.2 by agreement in writing executed by both parties.

Notice of any proposed amendments to this Agreement may be delivered to the Customer by the Publisher electronically through the Publisher's online customer support account management system.

- 10.7 Notwithstanding anything to the contrary herein, neither the Customer nor the Publisher shall be responsible to the other for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this Clause, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.
- 10.8 No provision in this Agreement is intended to be enforceable by any third party.
- 10.9 The rights of the parties arising under this Agreement will not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party will not be construed as a waiver of any other rights or of any other further breach.
- 10.10 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

ANNEX 1 – ADDITIONAL TERMS FOR SUBSCRIPTION PUBLICATIONS

1. Except where expressly stated otherwise, the terms in this Annex will apply only in relation to Subscription Publications, if any, purchased under this Agreement.
2. Except as set out in Annex 2 where expressly agreed otherwise in writing, following the expiry of the Subscription Period the Customer will not be entitled to continuing access to the Subscription Publication or any portion thereof.
3. For each Subscription Publication, no later than 30 days before the end of the Subscription Period for that Publication, the Publisher shall notify the Customer of the Renewal Fees for the following 12 month period (or such other period as may be agreed by the parties) and shall invoice the Customer for this amount. Upon payment of such Renewal Fees, the Subscription Period for that Publication will be extended by that further period. Payment for that period will be due to the Publisher within 30 days from the date of the invoice

ANNEX 2 – ADDITIONAL TERMS FOR A JOURNALS SUBSCRIPTION

1. Except where expressly stated otherwise, the terms in this Annex will apply only in relation to a Journals Subscription, if any, purchased under this Agreement.
2. Subject to Clause 3 of this Annex, and notwithstanding the expiry of the Subscription Period, the Customer will be entitled to perpetual access on the same terms as this Agreement to the portion(s) of the Journals that were published for the first time during the Subscription Period, provided that the Customer shall pay any relevant Hosting Fees following the procedure set out in Clauses 4(a)-(d) of this Annex.
3. If the Publisher ceases to hold the publication rights to any of the Journals, and is no longer able to provide the access thereto described in Clause 2 of this Annex, the Publisher shall make all reasonable efforts to ensure that continuing access is provided:
 - a. by the new publisher of the relevant Journal(s); or
 - b. through Portico, CLOCKSS, or a similar 3rd party archive and in such case the Publisher shall provide all relevant details of the Customer to the 3rd party in order to enable access to the 3rd party archive by the Customer; provided that such access will be subject to Customer fulfilling the 3rd party's terms and condition for access; or
 - c. by providing the Customer with an electronic copy of the relevant portion(s) of the relevant Journal(s) for the purpose of self-hosting by the Customer; provided that this will be subject to the Publisher's approval and to the parties agreeing additional terms and conditions in connection with the Publisher providing the electronic copy and with the self-hosting of such electronic copy.
4. The provisions relating to hosting services are as follows:
 - a. The Publisher shall calculate the Hosting Fees payable for hosting services on the basis of a rolling twelve (12) month period or such other hosting period as may be specified by the Publisher.
 - b. No later than sixty (60) days before the end of any current hosting period, the Publisher may send the Customer an invoice for the Hosting Fees for renewal of such hosting services for a further twelve (12) month period or such other period as may be specified by the Publisher. These Hosting Fees may be higher than the Hosting Fees for the then current hosting period. If the Customer does not pay the Hosting Fees prior to commencement of the hosting period to which they relate, the Publisher may terminate such hosting services on written notice to the Customer.
 - c. If the Publisher does not wish to continue hosting all or any of the Journals, whether due to ceasing publication of the Journal in question or otherwise, it shall give the Customer not less than ninety (90) days' notice of the termination of such hosting services and shall credit the Customer all Hosting Fees applicable to the unexpired term of the then current hosting period on a pro rata basis.
 - d. If the Publisher terminates such hosting services pursuant to Clauses 4(b) or 4(c) of this Annex, above, the Publisher shall enable continuing access to the Journals in question by providing the Customer an electronic file containing the content of the Journals in XML format, or such other format as the Publisher may determine in its discretion, for the purpose of self-hosting by the Customer. Such provision will be subject to the parties agreeing additional terms and conditions in connection with the provision and self-hosting of such electronic copy. For the avoidance of doubt, the Publisher will not be obligated to provide the Customer with any Journal or part(s) thereof that the Publisher no longer has the right to publish, grant access to or otherwise distribute in this way. This Agreement will apply (or will continue to apply), regardless of who is hosting the Journal, unless expressly stated otherwise herein.

5. If the Customer has an existing subscription to one or more Journals (including Journals that (i) are included within a Journals Collection; (ii) are subscribed to outside of a collection; and (iii) have transferred from other publishers), and provided that any such Journal was subscribed to by the Customer no more than 12 months before the current Subscription Period of that Journal, the Charges payable under this Agreement will be inclusive of the online only list price for such existing subscription.

ANNEX 3 – ADDITIONAL TERMS FOR PERPETUAL ACCESS PUBLICATIONS

1. Except where expressly stated otherwise, the terms in this Annex will apply only in relation to Perpetual Access Publications, if any, purchased under this Agreement.

As used in this Annex, the following terms have the following meanings:

"Version Purchased" in relation to a Perpetual Access Publication that consists of an online collection of titles, the version of the collection specified as the "Version Purchased" in Schedule A, in an invoice relating to this Agreement, or otherwise agreed in writing by the Publisher

"Updates" Updates to any of the following Perpetual Access Publications (including individual titles within such Publications) published by the Publisher after the Version Purchased:

- Oxford Bibliography Online (OBO)
- Electronic Enlightenment (EE)
- AMA Manual of Style (AMA)
- Oxford Research Encyclopaedias (ORE)

2. For the avoidance of doubt, in the case of Perpetual Access Publications, the Charges do not include perpetual access to any Updates. Should any Updates be published, they may be purchased by the Customer, subject to payment of Update Fees. Any Updates so purchased will become part of the Publications and subject to the terms of this Agreement.
3. Where the Publisher notifies the Customer that a Perpetual Access Publication is subject to an Update Fee, the Customer must pay an annual Update Fee in order to receive Updates for such Publications. The Customer will not be entitled to receive any Updates in respect of such Publications until all Update Fees have been paid in respect of those Publications. If the Customer does not pay the Update Fees prior to commencement of the Updates to which they relate, the Publisher reserves the right to terminate or suspend the Customer's access to the relevant Perpetual Access Publications on written notice to the Customer, in addition to any other available remedies.
4. Update Fees are payable as follows:
 - a. The Publisher shall calculate the Update Fees payable for such Publications on the basis of a rolling twelve (12) month period or such other period as may be specified by the Publisher. The Update Fees for the Perpetual Access Publications during the following periods are as follows:

Perpetual Access Publication	Period	Update Fee
N/A		
N/A		

- b. No later than sixty (60) days before the end of any current period, the Publisher may send the Customer an invoice for the Update Fee for a further twelve (12) month period or such other period as may be specified by the Publisher. These Update Fees may be higher than the Update Fees for the then current period.
5. If the Publisher does not wish to continue hosting all or any of the Perpetual Access Publications, whether due to ceasing publication of the Perpetual Access Publication in question or otherwise, it shall give the Customer not less than ninety (90) days' notice of the termination of such hosting services. If the Publisher terminates such hosting services pursuant to this Clause 5, the Publisher shall enable continuing access to

the Perpetual Access Publications in question by providing the Customer an electronic file containing the content of the Perpetual Access Publications in XML format, or such other format as the Publisher may determine in its discretion, for the purpose of self-hosting by the Customer. Such provision will be subject to the parties agreeing additional terms and conditions in connection with the provision and self-hosting of such electronic copy. For the avoidance of doubt, the Publisher will not be obligated to provide the Customer with any Perpetual Access Publication or part(s) thereof that the Publisher no longer has the right to publish, grant access to or otherwise distribute in this way. This Agreement will apply (or will continue to apply), regardless of who is hosting the Perpetual Access Publication, unless expressly stated otherwise herein.

6. Except where Publisher is merely acting as a distributor for a third party's content, if the Publisher ceases to hold the publication rights of any of the Perpetual Access Publications, and is no longer able to provide access, the Publisher shall make all reasonable efforts to ensure that continuing access is provided:
 - a. by the new publisher of the relevant Publication; or
 - b. through Portico, CLOCKSS, or a similar 3rd party archive and in such case the Publisher shall provide all relevant details of the Customer to the 3rd party in order to enable access to the 3rd party archive by the Customer. Such access will be subject to Customer fulfilling the 3rd party's terms and condition for access; or
 - c. by providing the Customer with an electronic copy of the relevant Publications for the purpose of self-hosting by the Customer. Such provision will be subject to Publisher approval and the parties agreeing additional terms and conditions in connection with the provision and self-hosting of such electronic copy.

7. **RIGHT OF CANCELLATION: PRE-PUBLICATION TITLES**

- a. If the Publisher accepts an order for Perpetual Access Publications which includes any Pre-Publication Titles, the Publisher reserves the right, at any time prior to activating the Customer's access to such Pre-Publication Titles, to amend or cancel such order (as may be appropriate) to remove any one or more such Pre-Publication Titles from the order and the scope of this Agreement. For the avoidance of doubt, any such amendment or cancellation under this Clause will not extend to or otherwise affect any Publications in respect of which access has already been activated.
- b. If the Publisher amends or cancels an order in accordance with Clause 6(a) of this Annex, its sole liability to the Customer will be limited to the repayment by the Publisher of any and all sums received by the Publisher under this Agreement for the Pre-Publication Titles affected by such amendment or cancellation.

ANNEX 4 – ADDITIONAL TERMS FOR PUBLICATIONS PURCHASED UNDER THE EBA MODEL

1. In this Annex 4:

“EBA Charges” the Charges paid by the Customer for access to the Publications included under the EBA Model, as indicated in Schedule A

“EBA Model” means the Publisher’s evidence-based acquisition model pursuant to which the Customer may purchase perpetual access to Publications, as further described in this Annex 4.
2. EBA Model
 - 2.1 The Customer and its Authorised Users shall be entitled to access the Publications during the Subscription Period in accordance with the terms and conditions of the Agreement. At the end of the Subscription Period, the Customer will be entitled to place an order to purchase perpetual access to each Publication or selected titles within that Publication, up to the amount of EBA Charges paid by the Customer in relation to that Publication. The price of each Publication and the individual titles within that Publication, will be the list price at the time such order is made, as provided in writing by the Publisher from time to time.
 - 2.2 If the value of the order specified in Clause 2.1 above is:
 - 2.2.1 less than the EBA Charges, the Customer will not be entitled to any refund of the difference;
 - 2.2.2 more than the EBA Charges, the Customer will be charged at the Publisher’s standard price.
 - 2.3 Any order placed by the Customer for perpetual access to the Publications will constitute an offer by the Customer to purchase the Publications referred to therein on a perpetual access basis subject to the terms of this Agreement. The Customer is responsible for ensuring that the terms of its order are complete and accurate.
 - 2.4 An order made pursuant to this Annex 4 shall only be deemed to be accepted when the Publisher issues a written or email acceptance of the order.
 - 2.5 Each Publication, or selected titles within that Publication, that is included in an order that is accepted by the Publisher in accordance with this Annex 4 will convert into a Perpetual Access Publication effective from the Perpetual Access Start Date, and will be subject to the terms and conditions relating to Perpetual Access Publications in this Agreement (including those in Annex 3).
 - 2.6 If the Customer places an order to purchase perpetual access to any Journals in accordance with Clause 2.1 of this Annex, the Customer shall pay any relevant Hosting Fees for such Journals, following the same procedure for Hosting Fees set out in Annex 2, Clauses 4(a)-(d).

SCHEDULE A
PUBLICATIONS

SUBSCRIPTION PUBLICATIONS

Journals

Subscription Start Date: 01 January 2022

Subscription End Date: 31 December 2022

1468-2834	Age and Ageing
1943-7722	American Journal of Clinical Pathology
1535-2900	American Journal of Health-System Pharmacy
1460-2059	Bioinformatics
1460-2156	Brain
1365-2168	British Journal of Surgery
1530-8561	Clinical Chemistry
1537-6591	Clinical Infectious Diseases
1532-2092	EP Europace
1522-9645	European Heart Journal
2047-2412	European Heart Journal - Cardiovascular Imaging
1873-734X	European Journal of Cardio-Thoracic Surgery
1460-2083	Human Molecular Genetics
1460-2350	Human Reproduction
1460-2369	Human Reproduction Update
1536-4844	Inflammatory Bowel Diseases
1464-3677	International Journal for Quality in Health Care
1465-3621	Japanese Journal of Clinical Oncology
1460-2091	Journal of Antimicrobial Chemotherapy
1527-974X	Journal of the American Medical Informatics Association
1460-2385	Nephrology Dialysis Transplantation
1523-5866	Neuro-Oncology
1753-4887	Nutrition Reviews
1526-4637	Pain Medicine
1460-2393	QJM: An International Journal of Medicine
1462-0332	Rheumatology
1745-1701	Schizophrenia Bulletin
1945-7197	The Journal of Clinical Endocrinology & Metabolism
1537-6613	The Journal of Infectious Diseases
Supplements	JNCI Monographs
Supplements	European Heart Journal Supplements
Supplements	Epidemiologic Reviews

Charges: £104,427.68 GBP

Holding Journals

N/A

Online Products

N/A

Journals published under the EBA Model

N/A

Online Products published under the EBA Model

N/A

PERPETUAL ACCESS PUBLICATIONS

N/A

SCHEDULE B

SITES

FUNDACIÓN PÚBLICA ANDALUZA PROGRESO Y SALUD

on behalf of
Biblioteca Virtual del Sistema Sanitario Público de Andalucía,
Avda. Américo Vespucio,
15 Edificio S-2 Sevilla,
41092, Spain

	Name	Direcciones/Addresses
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	Hospital de Poniente	Ctra. Almerimar, Nº 31 (El Ejido) C.P. 04700 - Almería
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	Área de gestión sanitaria Nordeste de Granada	Ctra. De Murcia, S/N (Baza) C.P. 18800 - Granada
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	Hospital Infanta Elena	C/ Dr. Pedro Naranjo C.P. 21080 - Huelva
	Área de gestión sanitaria norte de Huelva	Avda. La Esquila, Nº 5 (Minas de Riotinto) C.P. 21660 - Huelva

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	Hospital Universitario Virgen de la Victoria	Campus Universitario Teatinos, S/N C.P. 29010 - Málaga
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	Escuela Andaluza de Salud Pública	Cuesta del Observatorio, Nº 4 C.P. 18011 - Granada
	Fundación Andaluza para la Integración Social del Enfermo Mental	Avda. de las Ciencias Nº 27, Acc. A C.P. 41020 - Sevilla
	Fundación Pública Andaluza Progreso y Salud (included Agencia Calidad Sanitaria, Fundación IAVANTE, Agencia de Evaluación de Tecnologías Sanitarias)	C/ Américo Vespucio, Nº 15 C.P. 41092 - Sevilla
	Servicio Andaluz de Salud (Head office and Primary Care Centers)	Avda. de la Constitución, Nº 18 C.P. 41071 - Sevilla