

READ AND PUBLISH MASTER AGREEMENT

Agreement with Wiley internal number [Agreement Number] dated as of January 1, 2026 (the “Agreement”) between John Wiley & Sons, Inc., a New York corporation, and its affiliates Wiley Periodicals LLC, John Wiley & Sons, Ltd, John Wiley & Sons Australia, Ltd, Wiley-VCH GmbH, John Wiley & Sons A/S (collectively “Wiley”), and [Customer Name], a member of the Council Of Australasian University Librarians (CAUL), [Customer Address] (the “Customer” , and together with Wiley, the “Parties”, and each, a “Party”).

Through this Agreement, the Parties have committed to facilitate open access publication of research articles and enable access to Wiley’s portfolio of peer-reviewed scholarly journals. The Parties aim to build a sustainable future that creates impact for publishing and scholarly research, and each party will work in good faith with the goal of achieving maximum participation by all eligible authors in the open access publishing services provided by Wiley hereunder. The Parties further recognize the special commercial terms on which this Agreement was based, namely that the article allocation is based on the historical volume of Hybrid articles associated with the Customer. Customer recognizes the importance of their hybrid journal publishing volume and will work in good faith with Wiley to promote this agreement. Wiley recognises the importance and value the Customer’s authors and researchers provide in their part of providing content to Wiley.

1. DEFINITIONS

The following terms have the meaning as set forth below:

- 1.1. **Agreement** means this Agreement with Wiley internal number [Agreement Number] 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, a schedule, or an 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, or Invoice Agreement Letter (or written equivalent thereof) will govern.
- 1.2. **Article Allowance** means up to the maximum number of Eligible Articles that may be published in Gold Journals on an open access basis as specified in Section 5.1. and Appendix A.1.
- 1.3. **Article Publication Charge (APC)** means the charge levied by Wiley on the acceptance of an Eligible Article for publication on an open access basis in Gold Journals, the amount of which is dependent on the services and value provided by the journal in which such article is published.
- 1.4. **AI Technologies** means for purposes of this Agreement, software that is developed with or for the purpose of one or more machine learning techniques and approaches (including but not limited to supervised, unsupervised and reinforcement learning) and can generate outputs such as content, predictions, recommendations, or decisions influencing the environments with which they interact.
- 1.5. **Author Services** means the platform (or any successor thereto) designated by Wiley, which may include an author account, services, and features, and provided to authors publishing articles in a Wiley journal.
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 - 1.6.a. Current bona fide faculty members, students, alumni, researchers, staff members, librarians, scientific staff, other executives or employees of the Customer,
 - 1.6.b. Walk-in Users from the public or business invitees, or
 - 1.6.c. Contractors that are currently engaged by the Customer.

- 1.7. **Consortium** means the **Council Of Australasian University Librarians (CAUL)**, which is authorized to negotiate this Agreement on behalf of its member institutions.
- 1.8. **Customer** means [Customer Name], a member of the Council Of Australasian University Librarians (CAUL), which is authorized to enter into this Agreement and is responsible for the payment of all fees and for the implementation of this Agreement.
- 1.9. **Dashboard** means the automated system (e.g., WOAD, Dashboard, or any successor thereto) designated by Wiley, including all products, services and features offered via the Dashboard, that enable the Customer to manage its WOAA.
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- 1.11.a. Primary research and review articles, including but not limited to articles classified by Wiley as Case Study, Commentary, Data Article, Education, Lecture, Method and Protocol, Perspective, Practice and Policy, Rapid Publication, Research Article, Review Article, Short Communication, and Technical Note (an illustrative list is set forth in Appendix A.1, which Wiley is permitted to update from time to time with written notice to the Customer).
- 1.11.b. Authored by Eligible Authors; and
- 1.11.c. Accepted and not yet published from the date on which Customer's Dashboard is activated ("**Publishing Right Start Date**") up to **December 31, 2028**, for open access publication in a journal that is a Hybrid Journal (i.e., a Hybrid Journal as of the date of acceptance of the article) for the Hybrid Journal Publishing Right or a Flipped Journal (i.e., meaning either a Flipped Journal at the date of submission or a Hybrid Journal at the time of submission and flipped by the time of acceptance), or a Gold Journal (i.e., a Gold Journal as of the date of submission of the article) if Customer has elected and Wiley has approved the Gold Journal Publishing Right (the Publishing Right Start Date up to **December 31, 2028** is the ("**Publishing Right Period**"). For the avoidance of doubt, this Agreement is intended to cover only the publication of academic research.
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3.6.a. Be responsible for identifying the potentially eligible authors under this Agreement (subject to the verification process set forth below in Section 3.7);

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3.6.c. Include the Customer in the account list for all Hybrid Journals and Gold Journals as an account holder;

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- 4.3. Except as expressly provided in Sections 4.1. and 4.2. above or with respect to material published on an open access basis (which material is governed by the corresponding open access license), neither Customer, nor Authorized Users may 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; 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 by Authorized Users for purposes of comment, criticism or similar scholarly purposes are not prohibited herein.

- 4.4. 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, the Electronic Products, WOAA, or Dashboard.
- 4.5. Neither Customer, nor Authorized Users may do anything to restrict or inhibit any other Authorized User's access to or use of Wiley Online Library, the Licensed Electronic Products, Author Services, WOAA, or Dashboard.
- 4.6. If an Authorized User fails to abide by these Terms and Conditions of Use or other terms of this Agreement, infringes Wiley's Intellectual Property Rights, or the Customer 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, the Licensed Electronic Products, WOAA and Dashboard by such Authorized User or to terminate the authentication method and parameters immediately without notice, in addition to any other available remedies, and the Customer will assist Wiley as necessary. 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 thirty (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 the 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.

5. FEES AND CHARGES

5.1. Access & Journal Publishing Fees.

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

5.2. Fund Utilization.

Once the funding request has been approved, the request will only be deducted or drawn down from the Article Allowance as applicable at the later of:

- 5.2.a. approval of the funding request and
- 5.2.b. acceptance of the article and the author completes the post-acceptance Author Services workflow.

5.3. Article Overage.

If the Article Allowance for articles in Gold Journals is exceeded in any year, Customer may choose an author-pays route. Customer must notify Wiley via the Customer Success Manager (CSM). Wiley will implement an author-pays route with an APC discount of 20% on any overage.

- 5.4. Wiley is permitted to allocate the revenues received under this Agreement to its portfolio of journals as it deems appropriate.
- 5.5. In addition to the Annual Access & Journal Publishing Fee, other fees and charges for Licensed Electronic Products and other services provided by Wiley may be specified in Product Appendices attached hereto and will be due as set forth in the relevant invoice.
- 5.6. The Customer is responsible for any costs or charges associated with accessing Wiley Online Library and the Licensed Electronic Products, including, but not limited to, services provided by the Customer in implementing this Agreement, any computer equipment, telephone or Internet connections and access software.
- 5.7. The Customer is responsible for any applicable direct or indirect local, state, federal, or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, sales, use, or withholding taxes where required by law. 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, such that the net amount received by Wiley equals the full amount that would have been received had no such deduction or withholding been required.
- 5.8. In addition to all other remedies available under this Agreement or at law, Wiley is entitled to suspend the provision of any products or services, including but not limited to access to the Licensed Electronic Products, if the Customer fails to pay any fees as due under this Agreement within the payment terms stated in the applicable invoice. If Wiley executes this option, the Customer will not be entitled to any reduction in the payment due, nor refund due to the suspension.
- 5.9. 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.
- 5.10. The Annual Access & Publishing Fee and the Discount in a subsequent year may change if there is a Material Change to the number of and/or value of the titles included in any of the Licensed Electronic Products.
- 5.10.a. In this context, a "Material Change" means:
- 5.10.a.i. the addition of new or the deletion of existing titles leading to an increase or decrease of five percent (5%) or more annually in the total number of titles for a specific Licensed Electronic Product; or
 - 5.10.a.ii. the addition of new or the deletion of existing titles leading to an increase or decrease of five percent (5%) or more annually in Wiley's total financial value (based on institutional e-only subscription price) of the titles in a specific Licensed Electronic Product; or
 - 5.10.a.iii. Wiley's acquisition of a portfolio that will increase the content and/or materials that Wiley chooses to make available as a Licensed Electronic Product.
- 5.11. Wiley will annually send the Customer an Invoice Agreement Letter ("IAL") or equivalent written communication, which may be accompanied by updated Product Appendices.
- 5.11.a. This Agreement will renew for the period set forth in the Invoice Agreement Letter for the fees agreed to and set forth in the IAL, upon any one of the following:
- 5.11.a.i. Customer's execution of the annual IAL, or equivalent written communication,
 - 5.11.a.ii. Customer's written acceptance of the annual fees via email,

- 5.11.a.iii. Access enablement by Wiley to the Licensed Electronic Products upon Customer's written request, or
- 5.11.a.iv. Payment of the fees set forth therein.

5.11.b. Except as specifically set forth in the IAL or equivalent written communication as set forth above, the terms and conditions of this Agreement including updated Appendices continue to apply.

5.12. Wiley may issue the relevant invoice through the Wiley US entity or any of its affiliates.

5.13. Customer is responsible for the payments as set forth in the attached Appendices and invoices issued under this Agreement.

6. MUTUAL OBLIGATIONS

6.1. In addition to the obligations set forth herein, Wiley will:

- 6.1.a. Make reasonable efforts to ensure uninterrupted online access to and continuous availability of the Licensed Electronic Products to Authorized Users in accordance with this Agreement, and to restore access to such Licensed Electronic Products as promptly as possible in the event of an interruption or suspension of the Wiley Online Library service which is not attributable to any third-party service provider over which Wiley has no control (e.g., an Internet or telecommunications service provider).
- 6.1.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.
- 6.1.c. Wiley will provide a Customer Success Manager (CSM) who works alongside the Customer's account manager, to ensure Customer and their Authorized Users have the resources and support needed to gain the most value from the partnership with Wiley.
- 6.1.d. Wiley shall make reasonable efforts to comply with the Americans with Disabilities Act (ADA) Section 508 of the Rehabilitation Act Amendments, by supporting assistive software or devices and interfaces/design to aid persons with various sight or hearing impairments such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces. Wiley Online Library endeavors to conform to level Double-A of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.1. Wiley shall make reasonable efforts to ensure that maintenance and upgrades for the Licensed Electronic Products are implemented in a manner that does not compromise product accessibility. Wiley shall provide the Customer with a current completed Voluntary Product Accessibility Template (VPAT) upon the Customer's request. In the event that the Licensed Electronic Products are not accessibility compliant Wiley shall make best efforts to: cooperate with the Customer using commercially reasonable efforts to adapt specified Licensed Electronic Products to make them accessible to the extent necessary in order to comply with such applicable law; or grant Customer the right to adapt, modify or copy portions of the specified Licensed Electronic Products as needed to make them useable to the extent required in order to comply with federal and state law, provided that any adapted Licensed Electronic Products is only made available to Authorized Users for whom such adapted versions were necessary.

6.2. In addition to the obligations set forth herein, the Customer will:

- 6.2.a. Take all reasonable measures to inform Authorized Users of the Terms and Conditions of Use stated in Section 4 above, and to emphasize to such Authorized Users the need to comply with whatever restrictions on access, use, reproduction and transmission are included therein;
- 6.2.b. Make access available to Authorized Users only through the Customer's Secure Network and using the authentication method(s) and valid parameters set forth in 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 Wiley Online Library, the Licensed Electronic Products, WOA and Dashboard by unauthorized persons; and take responsibility for remediating all issues uncovered and for terminating any unauthorized access of which it has actual notice or knowledge;
- 6.2.c. Provide Wiley with information in Schedule 1 about the Customer's specific authentication method and valid parameters which can be used by Wiley to authenticate Authorized Users. The Customer represents that all such authentication method and parameters will be limited to the Customer's Secure Network and will be listed in Schedule 1 as updated from time to time. The Customer is responsible for ensuring that all specific authentication methods and valid parameters as listed in 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.
- 6.2.d. Use all reasonable efforts to monitor compliance with the Terms and Conditions of Use and promptly notify Wiley of any infringement of its Intellectual Property Rights or unauthorized usage of the Electronic Products, which comes to the Customer's attention; and cooperate with Wiley in the investigation of such infringement or unauthorized use and in actions, which Wiley takes to enforce its Intellectual Property Rights, at Wiley's expense. Notwithstanding the above, the Customer will not be responsible for such unauthorized use which is without the express or implied consent of the Customer, provided that the Customer has taken reasonable steps to prevent such misuse and, upon learning of it, uses all reasonable efforts to ensure that such activity ceases, and notifies Wiley promptly of any such breach or infringement.
- 6.2.e. Except with respect to material published under a CC-BY license, neither the Customer nor any Authorized User has the right to incorporate any material from the Electronic Products into any institutional or other repository; provided, however, Authorized Users who are Eligible Authors are permitted to deposit their contributions in accordance with the specific terms of their author agreements with Wiley.

7. PRIVACY AND DATA PROTECTION POLICY

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

8. TERM AND TERMINATION

- 8.1. The Term of this Agreement commences on **January 1, 2026** and ends on **December 31, 2028** (the "**Term**"). Each year within the Term is a "**Contract Year**" (unless the Parties agree to a shorter time period for any Contract Year as specified in Appendix A.1).

- 8.2. During the term of each applicable Product Appendix, the Customer may license additional Electronic Products under such Product Appendix and this Agreement. If the Term of the Agreement as set forth in Section 8.1. is extended, the term of the applicable Product Appendix will be automatically extended to run concurrently with the Term in order to allow the Customer to continue to license additional products under such Product Appendix in subsequent years, unless otherwise provided in the applicable Product Appendix. Notwithstanding anything to the contrary, the Product Appendix term may never exceed the Term.
- 8.3. Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and fails to cure such material breach, provided that the non-breaching party will give written notice of its intention to terminate and will allow the breaching party sixty (60) days after receipt of such notice to remedy the breach.
- 8.4. In the event of a substantial reduction in budget for the forthcoming year due to site closures or research program changes or if funding appropriation is substantially reduced, the Customer may elect to renegotiate or cancel its participation in this Agreement beginning on January 1st of such subsequent year without further duty or obligation, provided Wiley is notified by November 1st of the preceding year of such cancellation or renegotiation. If the Customer executes this option, no refund of payment already received by Wiley will be owed to the Customer.
- 8.4.a. If, during the Term, other CAUL member institutions opt out of their respective Read and Publish agreement(s) with Wiley:
- 8.4.a.i. For the subsequent Contract Year following the opt out, Wiley will reduce the Total CAUL Article Allowance per Contract Year set forth in Appendix A.1 proportionally by the percentage of the Annual Access & Journal Publishing Fee per Contract Year payable by the opting-out CAUL member for the unfulfilled Term of their Agreement in relation to the Total CAUL Annual Access & Journal Publishing Fee for the same period; and
 - 8.4.a.ii. Wiley will accordingly also reduce the Total CAUL Annual Access & Journal Publishing Fee by the amount that would have been payable by the opting-out CAUL member for the relevant period. The Annual Access & Journal Publishing Fee payable by the Customer will remain unaffected.
 - 8.4.a.iii. if as a result of such opt out(s) the Total CAUL Access & Journal Publishing Fee invoiced across all member institutions in any Contract Year is reduced by 10% or more from said fee for Contract Year One, this Agreement may be subject to renegotiation initiated by either party, with the intent to align mutually-agreed terms with the reduced total fee.
- 8.4.b. Notwithstanding any account consolidation, merger, or restructuring of CAUL member institutions during the Term, Wiley shall have no obligation to provide any discount, fee reduction, or adjustment to the Annual Access & Journal Publishing Fee or any other amounts payable under this Agreement as a result of such consolidation, merger, or restructuring.
- 8.5. Upon expiration or termination of this Agreement, the parties agree to work together in good faith to negotiate a new agreement. With the exception of any perpetual access rights as set forth in each applicable Appendix,
- 8.5.a. the Access Rights herein will terminate on the earlier of the expiration or termination of this Agreement;
 - 8.5.b. All AI Use rights shall terminate upon the expiration or termination of this Agreement, regardless of whether any perpetual access rights apply; and

- 8.5.c. the Publishing Rights herein will terminate on the earlier of
 - 8.5.c.i. the expiration of the Publishing Right Period; or
 - 8.5.c.ii. expiration or termination of this Agreement. Wiley, in its sole discretion, may extend access to the Licensed Electronic Products for a limited period of time during the negotiation of a new agreement and subject to the Terms and Conditions of Use and the Customer obligations in Section 6.2.

9. WARRANTIES AND DISCLAIMERS

- 9.1. Wiley represents and warrants that it has the right and authority to make the Licensed Electronic Products available to the Customer and its Authorized Users pursuant to the terms and conditions of this Agreement and that, to the best of Wiley's knowledge, the Licensed Electronic Products do not infringe upon any copyright, patent, trade secret or other proprietary right of any third party. This warranty does not extend to AI Uses (or any other use of the Licensed Electronic Products in connection with AI Technologies). Wiley makes no representations and gives no warranties regarding the use of the Licensed Electronic Products in connection with AI Technologies.
- 9.2. Wiley Online Library, the Electronic Products, Author Services, WOAA, and Dashboard may provide Authorized Users with links to third-party websites. Where such links exist, Wiley disclaims all responsibility and liability for the content of such third-party websites. Authorized Users assume sole responsibility for accessing third-party websites and the use of any content on such websites.
- 9.3. Except for the warranties provided by Wiley in Section 9.1 above,
 - 9.3.a. WILEY ONLINE LIBRARY, AUTHOR SERVICES, WOAA, DASHBOARD, THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;
 - 9.3.b. THE USE OF WILEY ONLINE LIBRARY, AUTHOR SERVICES, WOAA, DASHBOARD, THE ELECTRONIC PRODUCTS, AND ALL MATERIALS CONTAINED THEREIN IS AT THE AUTHORIZED USER'S OWN RISK;
 - 9.3.c. ACCESS TO WILEY ONLINE LIBRARY, AUTHOR SERVICES, WOAA, DASHBOARD, THE ELECTRONIC PRODUCTS MAY BE INTERRUPTED AND MAY NOT BE ERROR FREE; AND
 - 9.3.d. NEITHER WILEY NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING WILEY ONLINE LIBRARY, AUTHOR SERVICES, WOAA, DASHBOARD, THE ELECTRONIC PRODUCTS, OR THE MATERIALS CONTAINED 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, WOAA, DASHBOARD, THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN.
- 9.4. Wiley will indemnify and hold Customer harmless from and against any damages, costs and fees (including reasonable attorney's fees) resulting from any judgment against Customer arising out of the claim of a third party that Wiley's license of the Licensed Electronic Products or Customer's use thereof as expressly permitted under this Agreement constitutes an infringement of any copyright, patent, or trade secret of any such third party. This indemnity

will survive termination of the Agreement for two years. This indemnity will not apply if the claim involves content which has been modified or used in a manner not permitted under this Agreement or if Customer has failed to comply with other material terms of this Agreement. This indemnity obligation does not extend to any claims that arise from (1) content which has been modified or used in a manner not permitted under this Agreement; (2) AI Uses or any other use of the content in connection with AI Technologies, or (3) if the Customer has failed to comply with other material terms of this Agreement.

- 9.5. Customer must give prompt notice of an infringement claim to Wiley, provide such cooperation and assistance to Wiley as is reasonably necessary to defend the claim, and 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.

10. CONFIDENTIALITY PROVISIONS

- 10.1. While negotiating this Agreement and during the Term thereafter, Wiley may provide the Customer with certain information, which may be oral or written (including information in electronic format), which is deemed confidential. For the purposes of this Agreement, Confidential Information is defined to include, the substance of all negotiations relating thereto, all information pertaining to Wiley Online Library which is proprietary to Wiley, and any other material which has either been marked "confidential" by Wiley.
- 10.2. The Customer may only use Confidential Information for the purposes of negotiating and implementing this Agreement. The Customer agrees to take reasonable care to protect the Confidential Information from disclosure to third parties and to limit disclosure of the Confidential Information to those employees or contractors of the Customer including affiliates of the Customer who have a need to know in connection with this Agreement, and who have been made aware of, and agree to abide by, these restrictions. When disclosure is legally mandated, the parties will use, whenever possible, a version of the Agreement without Confidential Information.
- 10.3. A redacted version of the Agreement may be made public thirty (30) days after the last day on which it has been duly executed by Customer and Wiley, and all fees paid by the Customer will be kept confidential and redacted from any public disclosure.

11. GENERAL PROVISIONS

- 11.1. The Customer and Wiley will work together on a joint communications plan for the announcement of the Agreement, agreeing to the content and timeline for messages to stakeholders (such as librarians, authors, university leaders), as well as public statements and press releases.
- 11.2. Wiley may assign this Agreement to its successors, subsidiaries or assigns. This Agreement may not be assigned by the Customer except with the prior written consent of Wiley.
- 11.3. This Agreement will be construed and interpreted pursuant to the laws of the State of New York, without regard to such State's conflict of law rules.
- 11.4. Any legal action, suit or proceeding arising out of or relating to this Agreement or the breach thereof must be instituted in a court of competent jurisdiction in New York County in the State of New York and each party hereby consents and submits to the personal jurisdiction of such court, waives any objection to venue in such court and consents to the service of process by registered or certified mail, return receipt requested, at the last known address of such party.
- 11.5. 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.

- 11.6. Notwithstanding any other term in this Agreement, neither party's delay or failure to perform any provision of this Agreement due to circumstances beyond its control (including, without limitation, war; civil disorder; strike; flood; fire; storm; accident; terrorism; governmental restriction; infectious disease; epidemic; pandemic; public health emergency; embargo; power, telecommunications or Internet failures; damage to or destruction of any network facilities; the enactment of any law, executive order, or judicial decree; or any other circumstance beyond a party's control whether similar or dissimilar to the foregoing) ("**Force Majeure**") will be deemed to be, or to give rise to, a breach of this Agreement. The party claiming Force Majeure will provide written notice of the circumstances (where possible) and will be entitled to a reasonable extension of time for performing such obligations. Where Wiley is claiming Force Majeure, Wiley will be entitled to implement a reasonable alternative where practical under the circumstances and if its inability to perform continues for more than thirty (30) days or it is inadvisable or commercially impractical to perform due to Force Majeure, the parties will renegotiate the terms set forth in this Agreement to mitigate the effects of the Force Majeure and Wiley and the Consortium will conduct all such renegotiations in good faith.
- 11.7. Any notice, request, statement or other communication to be given hereunder to any party must be in writing addressed to Wiley at the address on page one, attention Executive Vice President, and with a copy to legalnotices@wiley.com, and to the Customer's Agreement Administrator at the address on Schedule I, or mailed or delivered to such other address as each party may designate by notice given in like manner, and any such notice, request, statement or other communication, will be deemed to have been given when received, except that if mailed by registered or certified mail, return receipt requested, or delivered by overnight courier service, it will be deemed to have been given when mailed as aforesaid or when delivered.
- 11.8. This Agreement with Wiley internal number [Agreement Number] constitutes the complete understanding of the parties and supersedes all prior understandings between the parties with respect to the subject matter of this Agreement. No modification, amendment, or waiver of any provisions will be valid unless in writing and executed by the parties. Any waiver in one or more instances by either of the parties of any breach by the other of any terms or provisions contained in this Agreement will not be considered a waiver of any succeeding or preceding breach. In the event that any section of this Agreement is determined to be void or unenforceable, the remainder of the Agreement will survive.
- 11.9. **Severability.** The parties agree that if any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect and the illegal, invalid or unenforceable provision will be replaced with a provision that is legal and valid and most closely reflects the intent of the parties.
- 11.10. **Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 11.11. The parties waive any rule of construction that requires that ambiguities in this Agreement be construed against the drafter.
- 11.12. 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.
- 11.13. For Australian based entities, the Customer warrants that they are registered for Australian GST and are procuring this supply for a business purpose. The Customer will notify Wiley in

the event that they cease to be registered for GST at any time during the Term of this Agreement.

[SIGNATURE BLOCK WILL BE ADDED TO FINAL VERSION AFTER APPROVAL]

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SCHEDULE 1 - CUSTOMER INFORMATION

Name of the Customer:

Listing of all addresses for the Customer:

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

Shibboleth IDs or OpenAthens

Access Federation Name (e.g., InCommon):

Entity ID:

eduPersonScoped Affiliation attribute (e.g. member@example.com) (if applicable):

Proxy IP addresses:

IP addresses:

Agreement Administrator:

Name:

Address:

Telephone:

E-mail:

Customer's Technical Contact:

Name:

Address:

Telephone:

E-mail:

FTE Count:

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. For clinical customers (of no academic nature) FTEs are defined as full-time clinical staff.

LICENSED ELECTRONIC PRODUCTS AND SERVICES

APPENDIX A: PUBLISHING RIGHT

Customer: [Customer Name]

Hybrid Journals, Gold Journals, and Corresponding APCs

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

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

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

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

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

Customer Access and Publishing Right Table

Member	Contract Year One	Contract Year Two	Contract Year Three
Applicable Time Period	January 1, 2026 to December 31, 2026	January 1, 2027 to December 31, 2027	January 1, 2028 to December 31, 2028

Gold Article Allowance per Contract Year	2,106	2,159	2,213
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Total Annual Access & Publishing Fee per Contract Year			
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The projected total Article Allowance and Annual Access & Journal Publishing Fee per Contract Year for CAUL member institutions are as follows:

	Contract Year One	Contract Year Two	Contract Year Three
Applicable Time Period	January 1, 2026 to December 31, 2026	January 1, 2027 to December 31, 2027	January 1, 2028 to December 31, 2028

Gold Article Allowance per Contract Year	2,106	2,159	2,213
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Total Annual Access & Publishing Fee per Contract Year			
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Illustrative List of Article Classifications Eligible for Open Access Publishing

Base Article Type	TA or WOOA Eligible	Definition

Abstract	N	Abstract published as an individual standalone article, usually based on research presented at conferences, where the full journal article is still being worked on.
Abstract Supplement	N	Collection of Abstracts, usually all from a specific conference, and materials related to them such as Introductions, Author Indices etc.
Announcement	N	Sharing factual information or acknowledgements from the journal or its owners that is not dissemination of knowledge, research, or opinion.
Article Note	N	Flag to readers to acknowledge an issue.
B2B	N	Includes B2B content that is submitted and requires a license for publication. For contracted B2B content not requiring licenses, please see Custom Content.
Career and Management	N	Article relating to career development or managing a practice or people or small business for practitioners.
Case Study	Y	Detailed report or presentation of the symptoms, signs, diagnosis, treatment, and follow-up of an individual patient or selected disease indications. Usually describes an unusual or novel occurrence or has substantial learning value for readers.
Case Study Media	Y	Image(s) or video(s) showcasing the symptoms, signs, diagnosis, treatment, and follow-up of an individual patient or selected disease indications. Usually from an unusual or novel case study or has substantial learning value for readers.
Commentary	Y	Expert opinion from one or more people (who may agree or disagree) on a published work, current understanding/status of an area, or how practice should be undertaken. Generally with references.
Concern	N	Warning to readers to indicate problems cannot be resolved and that caution may be needed.
Correspondence	N	A letter, or response to a letter, sent to the journal to raise a point of interest, discuss a difference of opinion or encourage participation.
Cover	N	A cover or cover image for a journal. They can be commercial (i.e. via a cover sales program) or not. They are generally not configured in the editorial system.
Custom Content	N	For Custom Content, an internal team creates and typesets it, independently manages licensing, and provides publication-ready content to production. May include B2B content.
Data Article	Y	Detailed description of a dataset and its creation, with the data included in machine-readable format, that enables others to make use of the data. No research done with the data is included.
Editorial	N	To convey an opinion, or overview of an issue, by the Editor or someone invited by the editor.
Education	Y	Educational piece that explains a subject, method or current thinking to enable others to understand and/or use it. Does not present new research/findings. May also elicit reflection or test knowledge or thinking, and be linked to professional certification.
Erratum	N	To correct an error or omission in an article, where no ethical concerns have been detected or reported, and the conclusions of the study remain intact.
Events	N	A curated list of relevant upcoming events in the field of interest of the journal and its readers.
Index	N	A list of the contents of an issue or volume, including future issue plans.
Introduction	N	An introduction to an issue, which may introduce the theme, or highlight selected articles, or preview the full contents of the issue.
Issue Information	N	An article type used by production for adjunct matter. Not configured in the editorial system.
Lecture	Y	Transcript or summary of a speech given at a conference, symposium, workshop or similar, usually an invited speech, given by a recognised expert, an award winner, or elected society officer.
Media Review	N	Short review on the usefulness/quality of one or more books or other media, to aid readers in decision-making.
Meeting Report	N	Summary of developments presented at a meeting, relying largely on the works presented at the meeting, rather than being fully referenced accounts of a field.

Method and Protocol	Y	Procedural method in the design and implementation of an experiment or study.
News Article	N	External factual information to keep readers up to date with events.
Obituary	N	Celebration of the life of a deceased researcher of significance, by giving an account of the work and influence of that individual.
Off-Line Licenses	N	Only for Hybrid journals, these articles have separate licensing requirements that are contractually handled off-line and not through Wiley systems and processes. Copyright lines will be different from the journal default.
Opinion	N	An opinionated, subjective piece by one or more experts, (who may agree or disagree) on a topic or publication.
Perspective	Y	Personal opinion on a topic, often with a novel/imaginative approach to a provocative question, with an engaging though rigorous investigation that enhances the understanding of the subject, including new developments, and moderate referencing.
Practice and Policy	Y	Public statement of what a representative group of experts agree to be evidence-based and state-of-the-art knowledge on an aspect of practice/policy.
Profile	N	Life story of a person significant to the field.
Rapid Publication	Y	Report of a key new research finding that needs/merits fast dissemination, and so is expedited.
Research Article	Y	Reports of original research, with methods, findings and conclusions.
Retraction	N	Warning to alert readers that an article been confirmed as unreliable, either due to its content or a compromised publication process. The article's content remains available for transparency.
Review Article	Y	Overview of developments in fields or the current lines of thought. Synthesizes multiple sources of information and has long list of references. Emphasis is more factual and less on opinion.
Short Communication	Y	Brief observations and research reports in a concise format.
Technical Note	Y	Extensions or updates to previously published research, reporting additional controls; projects that did not yield publishable results but represent valuable information regarding protocol and data collection; additions to established tools, experimental or computational methods; description of a database; null results and orphan data; data management plans; description of a specific development, technique or procedure, or a modification of an existing technique, procedure or device; new algorithm or computational method, new experimental method, improved version of an experimental protocol or computational approach, new implementation of an existing algorithm.
Translated Article	N	Translated from other articles by a translator, who could be an original author, and held under separate copyright. (For translations arranged by a journal contract with right to publish in all languages, please use Translation under Custom Content.).
Withdrawal	N	Warning to alert readers that an article has been confirmed as unreliable, harmful, or legally problematic and that the article's content has been removed.

APPENDIX B: JOURNALS THE DATABASE

Customer: [Customer Name]

The Database will comprise subscription-based journal titles published on Wiley Online Library including titles previously excluded from collections, transfer titles and newly launched journals.

1. **Title List:** The complete list of titles included in the Database is available at:
https://onlinelibrary.wiley.com/pb-assets/_PriceLists/Database_Model_Journal_List.pdf.
2. **Access:** The subscription will entitle the Customer and the Customer's Authorized Users access during the access term, which for the purposes of this Appendix will initially be January 1, 2026 to December 31, 2026 (the "Access Term") to the electronic files of all content published in the journals that comprise the Database during the term of the subscription and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley. For the avoidance of doubt, this does not include any material predating 1997 for the same journals.
 - 2.1. The Database Collection available to the Customer will be the one for the calendar year in which each subscription begins.
3. **Perpetual Access:** Upon termination of this Agreement, Wiley will provide the Customer with online Perpetual Access to the electronic files of all content published in the journals that comprise the Database during the term of the subscription, where Wiley has the rights to deliver this. For the avoidance of doubt, the Customer will retain Perpetual Access rights to current electronic files and retrospective content, generally back to 1997, for any journals in which the Customer already had such rights from Wiley independent of this Appendix. No Perpetual Access rights are provided under this Appendix B for any material predating 1997 for the same journals.
4. **Fees:** The Database Fee is included in the Annual Access & Publishing Fee per Contract Year as listed in Section 5.1 of the Agreement and Appendix A.1. The Annual Access & Publishing Fee in a subsequent Contract Year may change for subsequent years if there is a material change to the number of and value of the journal titles included in the Database.
 - 4.1. The Database Fee in a subsequent year may change if there is a material change to the number and value of the journal titles included in the Database.
 - 4.2. Wiley will submit to the Customer by September 1 of each Contract Year a list of the online editions of journals in the Database that will be made available on Wiley Online Library in the following Contract Year including confirmed new and transfer journal titles. For journal titles that are transferred out of the Database, Wiley will use all reasonable efforts to comply with the Transfer Code of Practice or to the then-prevailing industry standard.
 - 4.3. In the event of a material change as described above, the parties will negotiate in good faith and use their best efforts to reach agreement on an appropriate amount as fair compensation for such material change.
5. **Print Subscription Pricing:** The Customer can purchase print subscriptions to journals to which the Customer subscribes under this Appendix at a deeply discounted rate ("DDP"). This does not apply to:
 - 5.1. Titles published in e-only format by Wiley.
 - 5.2. Titles for which print subscriptions are only available through a Print-on-Demand option. Print on Demand subscriptions are not eligible for any discount.
 - 5.3. Print subscriptions should be ordered directly via the Wiley Customer Services department, or through an agent.
6. **Subscriptions to Journals not included in the Database:** The Customer may subscribe to journals not included in the Database by placing orders directly via Wiley's Journal Customer Service Department at csjournals@wiley.com or via a subscription agent. These subscriptions will not be covered by the terms of this Agreement.