

WILEY ONLINE ENHANCED AGREEMENT FOR GOVERNMENT CUSTOMERS

This Agreement dated as of 17th December 2020 (the “Agreement”) sets forth the terms and conditions under which John Wiley & Sons, Inc., [REDACTED] will provide **Department for Environment and Rural Affairs** (the “Customer”), with access to the Electronic Products and Services subscribed to by the Customer.

A. DEFINITIONS

The following terms shall be deemed to have the meaning as set forth below:

1. **Authorized Users** - Authorized Users shall consist of (i) **Department for Education and Rural Affairs** and its subsidiaries and affiliates worldwide, (ii) scientific and support staff currently employed by such entities, and (iii) contractors currently engaged by such entities, provided such contractors have been informed of, and agree to abide by, the Terms and Conditions of Use set forth herein and they access Wiley Online Library (or other platforms designated by Wiley) via the Customer’s Secure Network.
2. **Customer** - The customer named above, as further defined in Appendix A, which has authorized the signing of this Agreement, provides access via its Secure Network for its Authorized Users as defined above, and is responsible for payments and implementation of the Agreement. Appendix A will include information on the specific authentication method and valid parameters for the Customer’s Secure Network which are covered by this Agreement. The Customer may not extend access to through the Customer’s Secure Network, to partners, joint ventures and affiliates not specified in Appendix A, except with the prior written consent of Wiley and appropriate amendments to this Agreement.
3. **Electronic Products** - All products, services and content available in Wiley Online Library (or other platforms designated by Wiley) shall be deemed included within the definition of Electronic Products. Details specific to the type of electronic products or services licensed hereunder as well as pricing and the Customer’s access rights are provided in the appropriate Appendix. These products and services are defined as follows:
 - a. **Licensed Electronic Products** - The electronic (online) editions of Wiley journals and other publications and the content therein, including but not limited to major reference works, Current Protocols laboratory manuals and databases which the Customer has licensed hereunder as specified herein and in the appropriate Appendices.

Licensed Electronic Products are listed in the Appendices as follows:

 - Appendix B Online Journals
 - Appendix C Journal Backfiles
 - Appendix D Online Reference Works
 - Appendix E Online Books
 - Appendix F The Cochrane Library
 - Appendix G Current Protocols
 - Appendix H Databases
 - Appendix I Essential Evidence Plus
 - Appendix J ArticleSelect
 - Appendix K Digital Archives
 - b. **Licensed Electronic Services** – The electronic features and services in Wiley Online Library (or other platforms designated by Wiley) available to the Customer and its Authorized Users, as follows:

1. *EarlyView* – publishes peer reviewed, fully citable articles online as soon as they are ready, before the release of the compiled journal issue.
2. *Saved Title Alerts* – allows Authorized Users to request and receive via e-mail the tables of contents from any of the journals available online in Wiley Online Library (or other platforms designated by Wiley) and to receive notification of articles newly published which match specified search criteria.
4. **Intellectual Property Rights** - These rights include, without limitation, patents, trademarks, trade names, design rights, copyright (including rights in computer software), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, which may subsist anywhere in the world.
5. **Secure Network** - The network which provides access to Wiley Online Library (or other platforms designated by Wiley) for Authorized Users via the specific Customer's authentication method and valid parameters.
6. **Wiley Online Library** - The online service (or any successor thereto) available from Wiley including all products, services and features offered via the service. Certain products and services under this Agreement may be delivered from other platforms as noted in the Appendices. The terms and conditions hereof are equally applicable to those products and services.

B. ACCESS PRIVILEGES

1. Wiley grants to the Customer and its Authorized Users, during the Term as defined below, a non-exclusive, non-transferable right and license to access, via Wiley Online Library (or other platforms designated by Wiley), the full text and other material such as datasets published online for the Licensed Electronic Products as listed in the Appendices attached hereto as may be amended from time to time on the Terms and Conditions of Use described below.
2. Authorized Users will have access to all available tables of contents, article abstracts, chapter summaries and associated websites for all Electronic Products.
3. The Customer grants access to Wiley Online Library (or other platforms designated by Wiley) only to Authorized Users as defined herein. The number of the Authorized Users who may simultaneously access Wiley Online Library (or other platforms designated by Wiley) is unlimited.
4. The Customer acknowledges that the Electronic Products, Wiley Online Library, Wiley's other platforms, and the Intellectual Property Rights contained therein are protected by law. All rights not specifically licensed herein to the Customer are expressly reserved by Wiley. The contents of the Licensed Electronic Products are solely for the personal, non-commercial use of the Authorized Users.
5. All Authorized Users are bound by the Terms of Use which are available at <https://onlinelibrary.wiley.com/terms-and-conditions>. [REDACTED]

C. TERMS AND CONDITIONS OF USE

1. The rights and restrictions governing access to Wiley Online Library (and other platforms designated by Wiley) and the Electronic Products by the Customer and its Authorized Users are outlined below.

- a. Authorized Users may download, search, retrieve, display and view, copy and save to a Secure Network or other electronic storage media and store or print out single copies of individual articles, chapters or entries in the Licensed Electronic Products for the Authorized User's own personal use, namely scholarly, educational or scientific research and the Customer's internal business use. Authorized Users may also transmit such material to a third-party colleague (not including customers of the Customer) in hard copy or electronically, for personal use, namely scholarly, educational, or scientific research or professional use but in no case for re-sale, systematic distribution, e.g. posting on a listserve, network (including distribution through social networking websites and scholarly collaboration networks, except for those that have agreed to Wiley's Article Sharing Policy found here: <https://onlinelibrary.wiley.com/researchers/tools-resources/article-sharing> and solely in accordance therewith) or automated delivery, or for any other use. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from individual articles, chapters or other entries from the Licensed Electronic Products in the Authorized User's own scientific, scholarly and educational works such as books and articles. This right does not extend to use of material, including images or figures that are separately listed as the copyright of a third party.
 - b. All Authorized Users have the option to create a My Profile Page, which will allow them to create data files and links to articles, chapters and entries of interest in the Licensed Electronic Products, and search criteria, which may be reused by them. In order to do so, the Authorized User will have to select and register a username and password, which the Authorized User must keep confidential and not disclose to or share with anyone else.
 - c. The Customer and its Authorized Users may create links to Wiley Online Library (or other platforms designated by Wiley) from their Online Public Access Catalog (OPAC) records, library catalogs, link resolvers, locally hosted databases or library web pages, provided those links are operated by the Customer on a Secure Network, do not result in access to licensed content by anyone other than Authorized Users, and are not used in connection with any paid or commercial service or for any other commercial use whatsoever. Authorized Users may search, view, and browse Licensed Electronic Products using the interface provided by Wiley. Automated searching, robotic searching and decompilation are strictly prohibited.
 - d. The Customer and its subsidiaries and affiliates worldwide may include copies (hardcopy or electronic) of individual items from the Licensed Electronic Products in internal technical reports and in reports or applications made to appropriate regulatory or judicial bodies worldwide in the course of the Customer's or its Affiliates' business (e.g. "New Drug Application" submissions for regulatory bodies such as the Food and Drug Administration in the United States).
 - e. Authorized Users may make unlimited, internal use of the Licensed Electronic Products, including electronic storage thereof for later retrieval and submission, for regulatory or judicial submissions only, as provided in subparagraph C.1 (d) above, provided that such use does not amount, in whole or in part, to commercial redistribution for direct profit or any other reason.
2. Except as provided in Paragraph C. 1 above or with respect to material published on an open access basis, Authorized Users may not copy, distribute, transmit or otherwise reproduce, sell, or resell material from the Electronic Products; post or store such material in any form or medium in a retrieval system, network or listserv; or transmit such material, directly or indirectly, for use in any paid service such as document delivery or listserv, 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.

3. The Customer and its Authorized Users may not remove, obscure or modify any copyright or proprietary notices, author attribution or any disclaimer as they appear on Wiley Online Library (or other platforms designated by Wiley). Authorized Users may not integrate material from the Electronic Products with other material or otherwise create derivative works in any medium. However, brief quotations for purposes of comment, criticism or similar scholarly purposes are not prohibited herein.
4. Authorized Users may not do anything to restrict or inhibit any other Authorized User's access to or use of Wiley Online Library (or other platforms designated by Wiley) and the Licensed Electronic Products.
5. If an Authorized User fails to abide by these Terms and Conditions of Use or other terms of this Agreement, or the Customer hosts an authentication method and valid parameters that have been identified as abusive or malicious, Wiley reserves the right in its sole discretion to suspend or terminate access to Wiley Online Library (and other platforms designated by Wiley) and the Licensed Electronic Products by such Authorized User or authentication method and valid parameters immediately without notice, in addition to any other available remedies. Except in the case of a material breach which Wiley deems dangerous to the integrity and security of Wiley Online Library (or other platforms designated by Wiley), or for a breach which, if not immediately remedied, is likely in Wiley's opinion to continue to cause damage, Wiley shall give prior written notice to the Customer of its intention to terminate such access and shall allow the Customer and/or the Authorized User as applicable 30 days after receipt of such notice to cure the breach or agree to abide by the terms and conditions of this Agreement. The Customer shall notify Wiley when malicious credentials associated with offending authentication method and parameters have been remediated. Wiley shall immediately restore services upon notification that credentials associated with the abusive or malicious activity have been remediated.

D. FEES AND CHARGES

1. Fees and other charges for online access to the Licensed Electronic Products by the Customer and its Authorized Users, and other services provided by Wiley Online Library (or other platforms designated by Wiley), are specified in Appendices attached hereto, and will be due as set forth in the relevant invoice, including where required by law, any applicable taxes.
2. The Customer is responsible for any charges associated with accessing Wiley Online Library (and other platforms designated by Wiley) and the Licensed Electronic Products, including, but not limited to, any computer equipment, telephone or Internet connections and access software.
3. The Customer is responsible for ensuring that any third party authorized by the Customer to make payments on its behalf shall promptly pay Wiley the full amounts due under this Agreement.
4. Wiley shall annually send the Customer an Invoice Agreement Letter. Upon the Customer's signature on the Invoice Agreement Letter or written acceptance of fees via email, and payment of fees set forth therein, this Agreement shall apply, or shall renew for the period set forth in the Invoice Agreement Letter. Except as specifically set forth in the Invoice Agreement Letter or written acceptance via email as set forth above, the terms and conditions of this Agreement (including updated Appendices) shall continue to apply.
5. Wiley may issue the relevant invoice for online access to the Licensed Electronic Products through Wiley US or any of its Wiley Affiliates.

E. MUTUAL OBLIGATIONS

1. Wiley will:
 - a. make reasonable efforts to ensure uninterrupted online access to and continuous availability of the Licensed Electronic Products as promptly as possible in the event of an interruption or suspension of the Wiley Online Library (or other platforms designated by Wiley) 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);
 - 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.
2. The Customer will:
 - a. take all reasonable measures to inform Authorized Users of the Terms and Conditions of Use governing access to Wiley Online Library (and other platforms designated by Wiley) and emphasize to such Authorized Users the need to comply with whatever restrictions on access, use, reproduction and transmission are included therein;
 - b. make access available to Authorized Users only through the Customer's Secure Network and using the authentication method and valid parameters on Appendix A or other secure authentication methods as described in the appropriate Appendix; undertake reasonable measures within its control to prevent access to and improper use of the Licensed Electronic Products and Wiley Online Library (and other platforms designated by Wiley) by unauthorized persons (including without limitation using the most current patches, regularly scanning the Secure Network for vulnerabilities, and regularly monitoring the proxy logs for unauthorized user access (such as multiple logins using the same id, high volume downloads, and tracking/blocking automated traffic)); and take responsibility for remediating all issues uncovered and for terminating any unauthorized access of which it has actual notice or knowledge;
 - c. provide Wiley with information 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 valid parameters shall be limited to the Customer's Secure Network and shall be listed in Appendix A as updated from time to time. The Customer is responsible for ensuring that all specific authentication method and valid parameters on Appendix A or otherwise provided to Wiley correspond with the Customer's valid parameters and are limited to the physical addresses specified in this Agreement. Without limiting the Customer's obligations hereunder or Wiley's rights and remedies in the event of breach, the Customer agrees to pay Wiley, if Wiley so elects, for any access to Wiley Online Library (or other platforms designated by Wiley) for any parameters that do not meet the preceding criteria.
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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.

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

F. PRIVACY AND DATA PROTECTION POLICY

Wiley recognizes the importance of protecting the information it collects in the operation of Wiley Online Library (and other platforms designated by Wiley) and will act in compliance with the Privacy Policy posted at <https://www.wiley.com/en-us/privacy>.

G. TERM AND TERMINATION

1. The Term of this Agreement commences on 1st January 2021 and ends on 31st December 2021.
2. Wiley may terminate access to Wiley Online Library (or other platforms designated by Wiley) by an Authorized User who breaches Wiley's Terms and Conditions of Use or infringes the copyright or other Intellectual Property Rights in the Electronic Products, Wiley Online Library, or any other Wiley platform, and the Customer shall assist Wiley as necessary.
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 shall give written notice of its intention to terminate and shall allow the breaching party 60 days after receipt of such notice to remedy the breach.
4. Notwithstanding subparagraph G.3 above, either party's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, governmental restrictions, acts of terrorism, public health emergencies, power failures, or damage to or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

H. WARRANTY AND DISCLAIMERS BY WILEY

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.
2. Wiley Online Library (and other platforms designated by Wiley) may provide Authorized Users with links to third-party websites. Where such links exist, Wiley disclaims all responsibility and liability for the content of such third-party websites. Authorized Users assume sole responsibility for the accessing of third-party websites and the use of any content on such websites.
3. Except for the warranties provided by Wiley in paragraph H.1 above,
 - a. WILEY ONLINE LIBRARY, OTHER PLATFORMS DESIGNATED BY WILEY, AND THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED

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- b. THE USE OF THE ELECTRONIC PRODUCTS, WILEY ONLINE LIBRARY, OTHER PLATFORMS DESIGNATED BY WILEY, AND ALL MATERIALS IS AT THE AUTHORIZED USER'S OWN RISK;
 - c. ACCESS TO WILEY ONLINE LIBRARY, OTHER PLATFORMS DESIGNATED BY WILEY, AND THE ELECTRONIC PRODUCTS MAY BE INTERRUPTED AND MAY NOT BE ERROR FREE; AND
 - d. NEITHER WILEY NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING WILEY ONLINE LIBRARY, OTHER PLATFORMS DESIGNATED BY WILEY, THE ELECTRONIC PRODUCTS, OR THE MATERIALS CONTAINED IN SUCH PLATFORMS, SHALL 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, OTHER PLATFORMS DESIGNATED BY WILEY, THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN.
4. Wiley shall indemnify and hold the Customer harmless from and against any damages, costs and fees (including reasonable attorney's fees) resulting from any judgment against the Customer arising out of the claim of a third party that Wiley's license of the Licensed Electronic Products or the Customer's use thereof constitutes an infringement of any copyright, patent, trade secret or other proprietary right of any such third party. This indemnity shall survive termination of the Agreement for two years. This indemnity shall not apply if the claim involves content which has been modified or used in a manner not permitted under this Agreement or if the Customer has failed to comply with other material terms of this Agreement.

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

I. CONFIDENTIALITY PROVISIONS

- 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, but is not limited to, the terms and conditions of this Agreement that have been negotiated, such as financial terms, the substance of all negotiations relating thereto, all information pertaining to Wiley Online Library (and other platforms designated by Wiley) which is proprietary to Wiley, and any other material which has either been marked "confidential" by Wiley or which, by the nature of the circumstances surrounding the disclosure, would be understood to be confidential by a reasonable party.
- 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.

J. GENERAL PROVISIONS

1. Wiley may assign this Agreement to its successors, subsidiaries or assigns. This Agreement may not be assigned by the Customer except with the prior written consent of Wiley.
2. This Agreement shall be construed and interpreted pursuant to the laws of the State of New York, without regard to such State's conflict of law rules. 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.
3. 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.
4. Any notice, request, statement or other communication to be given hereunder to any party must be in writing addressed to Wiley at the address on page one, attention Executive Vice President, and to the Customer's Agreement Administrator at the address on Appendix A, 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.
5. This Agreement 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 clause of this Agreement is determined to be void or unenforceable, the remainder of the Agreement will survive.
6. All Appendices attached or to be attached to this Agreement are incorporated herein and will be governed by the terms and conditions of this Agreement unless otherwise specified in such Appendix. In the event of any conflict between the terms of an Appendix or any Invoice Agreement Letter or written equivalent as defined in Paragraph D.4. above and the terms of this Agreement, the terms of the Appendix, Invoice Agreement Letter or written equivalent will govern.
7. 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.
8. Under the current UK VAT legislation Wiley does not charge VAT on Licensed Electronic Products provided to UK VAT-registered businesses. According to the reverse-charge regulations still in force the tax liability on these products is transferred to the Customer as the recipient of the products.

9. 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 shall notify Wiley in the event that they cease to be registered for GST at any time during the Term of this Agreement.

AGREED AND ACCEPTED

Department for Environment and Rural Affairs

JOHN WILEY & SONS, INC.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

APPENDIX A – THE CUSTOMER

Name of the Customer:

Department for Environment and Rural Affairs

Listing of all addresses for the Customer:

Defra: NOBEL HOUSE
17 SMITH SQUARE
SW1P 3JR

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APPENDIX B (a) – LICENSED ELECTRONIC JOURNALS – CORE COLLECTIONS OF SUBSCRIBED TITLES

Customer: Department for Environment and Rural Affairs

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

Archival Access: During the term of this Agreement, Wiley will provide the Customer with access to current content published during the Agreement term in the journals in the Core Collection and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley, as well as tables of content, abstracts, full text and illustrations and any additional electronic journal content not included in the print versions of the journals, but not materials included in Backfiles.

Perpetual Access: Upon termination of this Agreement, Wiley will provide the Customer with perpetual access to current content published during the Agreement term in the journals in the Core Collection and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley, as well as tables of content, abstracts, full text and illustrations and any additional electronic journal content not included in the print versions of the journals, but not materials included in Backfiles where Wiley has the rights to deliver this. Wiley, in its discretion, will either continue online access to the same material in the format originally published or provide an archival copy in the electronic medium selected by Wiley, at a reasonable cost-based fee, and subject to security requirements.

By providing such access Wiley grants to the Customer a non-exclusive, royalty-free license to use such material in accordance with the restrictions on use specified in Paragraph C of the Agreement, which restrictions survive any termination of the Agreement.

[REDACTED]

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Electronic Journal Subscription Maintenance and Swapping: The Customer may swap subscribed online journals in the Core Collection without penalty provided that such changes do not exceed 5% of the value of the total Core Collection for any calendar year. These changes will be reflected in amendments to this Appendix. Swapping will be accepted at the title level or for duplicate subscriptions. Swapping will only be accepted on a calendar year basis and Wiley must be notified of any changes in writing no later than the preceding November 1st. If a swapped subscription is not the only subscription to that Electronic Journal in the Customer's holdings, the Customer will continue to have electronic access to that Journal. If a swapped subscription is the only subscription to that Electronic Journal in the Customer's holdings, then the Customer will lose access to the newly published content of that title permanently.

Wiley may, from time to time, cease publication of individual journals in which case the journal(s) will be removed from the Customer's Core Collection, and the fees associated with the journal(s) will no longer be factored into the Core Collection Fee.

Except as provided above, the Customer must maintain all online subscriptions in the Core Collection as set forth in the attached list (Appendix B(a)1).

New Titles: New Titles can be added under the following terms and conditions:

- (a) The Customer may add new journals to its Core Collection at the full-rate institutional online only subscription price.
- (b) Subscriptions to titles transferred into Wiley from another publisher will be added to the Customer's Core Collection in the first year of transfer if the Customer has one or more subscriptions for the calendar (or subscription) year in which the title is transferred. Individually negotiated pricing for access to transferred titles will also be maintained by Wiley, subject to the other terms of this Agreement. Subscriptions to titles transferred out of Wiley will be deleted from the Customer's Core Collection in the year of transfer.
- (c) The Customer may add previously canceled titles at the current full-rate institutional online only subscription price to its Core Collection.
- (d) Wiley reserves the right to exclude titles from inclusion in the Standard or Custom Collections, however, these titles may be added to the Customer's Core Collection.

Print Subscription Pricing:

The Customer can purchase print subscriptions to Licensed Electronic Journals which the Customer subscribes to via a Core Collection at a deeply discounted rate. This does not apply to:

- (a) Titles new to Wiley Online Library (or other platforms designated by Wiley) unless subscribed to in the Customer's Core Collection.
- (b) Titles not subscribed to by the Customer, unless added to the Customer's Core Collection.
- (c) Titles not available via Wiley Online Library.
- (d) Titles published in online-only format by Wiley. Print subscriptions available through any Print on Demand option are not eligible for a deeply discounted rate.

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

Customer: Department for Environment and Rural Affairs

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85	85	85	85	85
86	86	86	86	86
87	87	87	87	87
88	88	88	88	88
89	89	89	89	89
90	90	90	90	90
91	91	91	91	91
92	92	92	92	92
93	93	93	93	93
94	94	94	94	94
95	95	95	95	95
96	96	96	96	96
97	97	97	97	97
98	98	98	98	98
99	99	99	99	99
100	100	100	100	100

Customer:

Full Collection
Scientific, Technical and Medical Collection
Medical and Nursing Collection
Social Sciences and Humanities Collection

The following titles are not available via Wiley Online Library: British Journal of Radiology (BJR) and Dentomaxillofacial Radiology (DMFR). However, they may be accessed via the URL <https://www.birpublications.org/action/showLogin>. The Customer will be able to obtain Usage statistics for BJR and DMFR via the URL <https://www.birpublications.org/page/usagedata>. Wiley may change the URLs at its sole discretion.

Perpetual Access: Upon termination of this Agreement, Wiley will provide the Customer with perpetual access to current content published during the Agreement term in the unsubscribed titles in the Standard Collection for the term that the Customer has paid for access to the unsubscribed titles in the Standard Collection where Wiley has the rights to deliver this. Retrospective content for BJR and DMFR is provided back to 2009. Wiley, in its discretion, will either continue online access to the same material in the format originally published or provide an archival copy in the electronic medium selected by Wiley, at a reasonable cost-based fee, and subject to security requirements.

Standard Collection Fee: The Customer will pay a Collection Fee to access the Standard Collection in addition to its Core Collection Fee.

[illegible]

[REDACTED]

Adding and Deleting Titles from a Standard Collection

Each year after the first year of the Agreement, Wiley may offer a package of new titles which the Customer may opt to add to the licensed Standard Collection(s). The price will be calculated at a percentage of the full rate institutional online only subscription fee for the unsubscribed titles in the package.

Wiley may, from time to time, cease publication of individual journals in which case the journal(s) will be removed from the Customer's Standard Collection, and the fees associated with the journal(s) will no longer be factored into the Standard Collection Fee.

APPENDIX B (b) 1 – STANDARD COLLECTIONS – COMPLETE LIST OF TITLES

Customer:

APPENDIX B (c) – ACCESS TO UNSUBSCRIBED JOURNALS VIA PICK-AND-CHOOSE CUSTOM COLLECTIONS

Customer:

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

The complete list of titles for the Customer's Custom Collection is included in Appendix B(c)1.

Archival Access: During the term of this Agreement, Wiley will provide the Customer with access to current content published during the Agreement term in the unsubscribed journals in the Custom Collection and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley, as well as tables of content, abstracts, full text and illustrations and any additional electronic journal content not included in the print versions of the journals, but not materials included in Backfiles.

Perpetual Access: Upon termination of this Agreement, Wiley will provide the Customer with perpetual access to current content published during the Agreement term in the unsubscribed titles in the Custom Collection for the term that the Customer has paid for access to the unsubscribed titles in the Custom Collection where Wiley has the rights to deliver this. Wiley, in its discretion, will either continue online access to the same material in the format originally published or provide an archival copy in the electronic medium selected by Wiley, at a reasonable cost-based fee, and subject to security requirements.

By providing such access Wiley grants to the Customer a non-exclusive, royalty-free license to use such material in accordance with the restrictions on use specified in Paragraph C of the Agreement, which restrictions survive any termination of the Agreement.

Custom Collection Fee: The Customer will pay a Collection Fee to access the Custom Collection in addition to its Core Collection Fee.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

New Titles: New Titles can be added annually under the following terms and conditions:

- (a) The price increase cap set forth above will only apply to the existing titles in the Custom Collection.
- (b) The price for the new titles will be calculated at the same percentage of the full rate institutional online only subscription fee initially used to calculate the original Collection Fee.
- (c) Wiley reserves the right to exclude titles from inclusion in the Standard or Custom Collections, however, these titles may be added to the Customer's Core Collection.
- (d) The Customer may add new journals to its Core Collection at the current full rate institutional online only subscription price.

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

Customer:

APPENDIX C – JOURNAL BACKFILES

Customer:

Licensed Electronic Journal Backfiles are the electronic editions of Wiley journal content published in years designated as part of a backfile package to which the Customer has access under this Agreement, including tables of content, abstracts, full text and illustrations and any additional electronic journal content not included in the print versions of the journals.

The following Journal Backfile titles are not available via Wiley Online Library: British Journal of Radiology (BJR) and Dentomaxillofacial Radiology (DMFR). However, they may be accessed via the following URL <https://www.birpublications.org/action/showLogin>. The Customer will be able to obtain Usage statistics for BJR and DMFR via the URL <https://www.birpublications.org/page/usagedata>. Wiley may change the URLs at its sole discretion.

Perpetual Access:

Wiley will provide the Customer with perpetual access to the full text of the Licensed Electronic Journal Backfiles where Wiley has the rights to deliver this. Retrospective content for BJR and DMFR is provided starting on 2008. Wiley, in its discretion, will either continue online access to the same material in the format originally published or provide an archival copy in the electronic medium selected by Wiley, at a reasonable cost-based fee, and subject to security requirements.

By providing such access Wiley grants to the Customer a non-exclusive, royalty-free license to use such material in accordance with the restrictions on use specified in Paragraph C of the Agreement, which survive any termination of the Agreement.

[REDACTED]

[REDACTED]

Customer's FTE Count:

Appendix Term: Perpetual access to the above electronic product(s) guaranteed for the content available in calendar year ending December 31, 2020.

The Appendix Term will be automatically extended to run concurrently with the term of the Agreement as set forth in Paragraph G.1 for any additional products licensed under this Appendix in subsequent years.

APPENDIX D (a) – LICENSED ONLINE REFERENCE WORKS – One-Time License

Customer:

Licensed Online Reference Works (ORW) are the electronic editions of Wiley’s major reference works to which the Customer has access under this Agreement (the “Edition(s)”). They may include tables of content, abstracts, full text and illustrations, data tables and additional content not included in the print versions of the major reference works.

A one-time license will entitle the Customer to the ORW Edition that is available at the time the license begins. It will also include all material added or updated during the current calendar year.

Certain products and services may be delivered from other platforms as noted in the Appendices. The terms and conditions hereof are equally applicable to those products and services.

Perpetual Access:

Wiley will provide the Customer with perpetual access to the full text of the Licensed Online Reference Works. Wiley, in its discretion, will either continue online access to the same material in the format originally published or provide an archival copy in the electronic medium selected by Wiley, at a reasonable cost-based fee, and subject to security requirements.

By providing such access Wiley grants to the Customer a non-exclusive, royalty-free license to use such material in accordance with the restrictions on use specified in Paragraph C of the Agreement, which survive any termination of the Agreement.

[REDACTED]

[REDACTED]	[REDACTED]

Customer’s FTE Count:

Appendix Term: Perpetual access to the above electronic product(s) guaranteed for the content available in calendar year ending December 31, 2020.

The Appendix Term will be automatically extended to run concurrently with the term of the Agreement as set forth in Paragraph G.1 for any additional products licensed under this Appendix in subsequent years.

Customer:

An Annual Subscription will give the Customer access to the ORW Edition that is available at the time this Agreement begins, plus any content added or updated during the Appendix Term specified below. The Customer must continue to subscribe each year in order to retain access.

11/11/2019

Price Increase Cap:

Customer's FTE Count:

Appendix Term:

The Appendix Term will be automatically extended to run concurrently with the term of the Agreement as set forth in Paragraph G.1 for any additional products licensed under this Appendix in subsequent years.

APPENDIX E (a) – LICENSED ONLINE BOOKS – One-Time License

Customer:

Wiley Online Library Online Books are the electronic editions of Wiley books to which the Customer has access under this Agreement. They may include tables of content, abstracts, full text and illustrations, data tables and additional content not included in the print versions of the books.

Perpetual Access:

Wiley will provide the Customer with perpetual access to the full text of the Licensed Online Books. Wiley, in its discretion, will either continue online access to the same material in the format originally published or provide an archival copy in the electronic medium selected by Wiley, at a reasonable cost-based fee, and subject to security requirements.

By providing such access Wiley grants to the Customer a non-exclusive, royalty-free license to use such material in accordance with the restrictions on use specified in Paragraph C of the Agreement, which survive any termination of the Agreement.

Pricing:

Online Books one-time license pricing will be calculated based on the current US list price at the time this license begins and a multiplier based on the Customer's FTEs. For this purpose, FTEs are defined as full-time employees.

Titles may be subsequently added in any amounts by contacting the appropriate Account Manager. Any titles licensed subsequent to this may be added under the terms of this Appendix and their use will be governed by the terms of this Agreement. No additional Agreement documentation is required.

Discount may be applicable based on the total quantity of books and the Customer's FTE count.

The titles for the initial license are listed with prices as Appendix E(a)1.

Multiplier:

Customer's FTE Count:

Appendix Term: Perpetual access to the above electronic product(s) guaranteed for the content available in calendar year ending December 31, 2020.

The Appendix Term will be automatically extended to run concurrently with the term of the Agreement as set forth in Paragraph G.1 for any additional products licensed under this Appendix in subsequent years.

**APPENDIX E (a) 1– LICENSED ONLINE BOOKS – ONE TIME LICENSE - LIST OF
LICENSED TITLES**

Customer:

APPENDIX E (b) – LICENSED ONLINE BOOKS – Annual Subscription

Customer:

Wiley Online Library Online Books are the electronic editions of Wiley books to which the Customer has access under this Agreement. They may include tables of content, abstracts, full text and illustrations, data tables and additional content not included in the print versions of the books.

An Annual Subscription will give the Customer access for the current calendar year to the Online Book Edition that is available at the time this Agreement begins. Subscriptions are sold on a calendar year (January 1 – December 31) basis only. The Customer must continue to subscribe each year in order to retain access. However, if a Customer subscribes to the specific online edition of a selected title for a period of three consecutive calendar years, Wiley will consider that title as “licensed” pursuant to the terms in Appendix E(a) and will not charge additional fees for ongoing access and the following archival rights will apply:

Perpetual Access:

When titles are considered licensed pursuant to the terms in Appendix E(a), Wiley will provide the Customer with perpetual access to the full text of the Licensed Online Books. Wiley, in its discretion, will either continue online access to the same material in the format originally published or provide an archival copy in the electronic medium selected by Wiley, at a reasonable cost-based fee, and subject to security requirements.

By providing such access Wiley grants to the Customer a non-exclusive, royalty-free license to use such material in accordance with the restrictions on use specified in Paragraph C of the Agreement, which survive any termination of the Agreement.

Pricing:

Online Books pricing will be calculated as an annual flat fee based on a multiplier based on the Customer’s number of FTEs. For this purpose, FTEs are defined as full-time employees.

Titles licensed are listed, with prices as Appendix E(b)1.

Multiplier:

Price Increase Cap:

Customer’s FTE Count:

Appendix Term:

The Appendix Term will be automatically extended to run concurrently with the term of the Agreement as set forth in Paragraph G.1 for any additional products licensed under this Appendix in subsequent years.

**APPENDIX E (b) 1– LICENSED ONLINE BOOKS – ANNUAL SUBSCRIPTION - LIST OF
LICENSED TITLES**

Customer:

APPENDIX F – THE COCHRANE LIBRARY

Customer:

The Cochrane Library is an electronic product to which the Customer has access under this Agreement. It includes tables of content, abstracts, full text, illustrations, data tables, search and retrieval tools, software and other functionality. The Cochrane Library will be updated regularly.

An Annual Subscription will give the Customer access to The Cochrane Library Edition that is available at the time this Agreement begins for twelve months, plus any content added or updated during the Term of the subscription. The Customer must continue to subscribe each year in order to retain access.

Pricing:

The Cochrane Library pricing may be calculated based on the Customer’s number of FTEs. For this purpose, FTEs are defined as full-time employees.

Price Increase Cap:

Customer’s FTE Count:

Appendix Term:

The Appendix Term will be automatically extended to run concurrently with the term of the Agreement as set forth in Paragraph G.1 for any additional products licensed under this Appendix in subsequent years.

Customer:

An Annual Subscription will give the Customer access to the Current Protocols Edition that is available at the time this Agreement begins for twelve months, plus any content added or updated during the Term of the subscription. The Customer must continue to subscribe each year in order to retain access.

CP Online pricing will be calculated based on the Customer's number of FTEs. For this purpose, FTEs are defined as full-time employees.

[illegible]

Appendix Term:

2020.1 Government (ROW) Online Enhanced Agreement

Customer:

An Annual Subscription will give the Customer access to the Database Edition that is available at the time this Agreement begins for twelve months, plus any content added or updated during the Term of the subscription. The Customer must continue to subscribe each year in order to retain access.

Database pricing may be calculated based on the Customer's number of FTEs. For this purpose, FTEs are defined as full-time employees.

[illegible]

Customer's FTE Count:

The Appendix Term will be automatically extended to run concurrently with the term of the Agreement as set forth in Paragraph G.1 for any additional products licensed under this Appendix in subsequent years.

Customer:

The Customer may not integrate material from Essential Evidence Plus with other material or otherwise create derivative works in any medium. This includes course packs and training materials. The Customer should contact Wiley directly for permission and fees to use Essential Evidence Plus content in this manner.

Usage statistics are not currently available for Essential Evidence Plus.

Pricing:

	[REDACTED]
	[REDACTED] [REDACTED] [REDACTED]
	[REDACTED] [REDACTED] [REDACTED]
	[REDACTED] [REDACTED]

Essential Evidence Plus Price for Year 1:

Appendix Term:

2020.1 Government (ROW) Online Enhanced Agreement

APPENDIX J – ARTICLE SELECT

Customer:

The Customer's Authorized Users may access articles in unsubscribed journals, including backfile volumes, chapters in online books, articles in major reference works, by utilizing Tokens available from Wiley's ArticleSelect service. Some products are excluded from the service.

- A Token provides access to a single article/chapter/unit, which may be revisited by any Authorized User for up to 24 hours.
- Articles/chapters/units accessed by Tokens are governed by the terms of use specified in this Agreement.
- Tokens are good for one year after they are issued.

The Customer will purchase Tokens at \$ each for a total of \$ for the Term of the Agreement.

Additional Tokens may be purchased at any time on a prepaid, deposit account basis, with a minimum purchase of 100 Tokens. The price is discounted based on the number of Tokens purchased. Pricing is subject to change.

Customer's Access Control Options – choose one and initial in the box:

	Access Control Option # 1: IP Address/OpenAthens Control (Seamless Access) <ul style="list-style-type: none">• An Authorized User must access Wiley Online Library (or any platform designated by Wiley) from the Customer's specific authentication method and valid parameters to "spend" ArticleSelect Tokens in the Customer's account• Authorized Users will "seamlessly" download content using the Customer's purchased Tokens• Usage will be reported by Journal/Book and Article/Chapter as part of the Customer's overall usage reports
	Access Control Option # 2: User Control <ul style="list-style-type: none">• An Authorized User must access Wiley Online Library (or any platform designated by Wiley) from the Customer's specific authentication method and valid parameters and confirm they want to "spend" a Token in the Customer's account.• If an Authorized User is in the IP range/logged in via OpenAthens Org-id when requesting the full text of an article/chapter/unit, a confirmation screen will appear. The Authorized User then has the option to download an article/chapter/unit using a Token.• Usage will be reported by Journal/Book and Article/Chapter at the institutional level.
	Access Control Option # 3: SuperUser Control <ul style="list-style-type: none">• The Customer chooses a small group of Authorized Users to be SuperUsers. They will become the only Authorized Users who can spend ArticleSelect Tokens. Each SuperUser must have a User ID and Password for Wiley Online Library (or any platform designated by Wiley).• Other Authorized Users within the Customer's specific authentication method and valid parameters must request articles/chapters/units from the SuperUsers.• Usage will be reported by Journal/Book and Article/Chapter.

Certain products are not available for Article Select Token Use. The list of products is available at <https://onlinelibrary.wiley.com/library-info/products/articleselectunavailable> .

APPENDIX K – LICENSED DIGITAL ARCHIVES – One-Time License

Customer:

Licensed Digital Archives are Wiley’s digitized collections of primary source content to which the Customer has access under this Agreement. They may include books, maps, manuscripts, journals, data, fieldwork, correspondence, photographs, illustrations, proceedings, papers, pamphlets, reports, newspapers, grey literature and ephemera.

Wiley currently provides access to the Licensed Digital Archives via the following URL <http://www.wileydigitalarchives.com>. Wiley may change the URL at its sole discretion.

Perpetual Access:

Wiley will provide the Customer with perpetual access to the full text of the Licensed Digital Archives where Wiley has the rights to deliver this. Wiley, in its discretion, will either continue online access to the same material in the format originally published or provide an archival copy in the electronic medium selected by Wiley, at a reasonable cost-based fee, and subject to security requirements.

By providing such access Wiley grants to the Customer a non-exclusive, royalty-free license to use such material in accordance with the restrictions on use specified in Paragraph C of the Agreement, which survive any termination of the Agreement.

[REDACTED]

[REDACTED]	[REDACTED]

Customer's FTE Count Price Increase Cap:

Customer's FTE Count:

Appendix Term:

Appendix Term: Perpetual access to the above electronic product(s) guaranteed for the content available in calendar year ending December 31, 2020.

The Appendix Term will be automatically extended to run concurrently with the term of the Agreement as set forth in Paragraph G.1 for any additional products licensed under this Appendix in subsequent years.