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2.

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Regulation: the General Data Protection Regulation (Regulation (EU) 2016/679).



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“This is an Accepted Manuscript of an article published by Taylor & Francis in [JOURNAL TITLE] on [date of publication], available online: [http://www.tandfonline.com/\[Article DOI\]](http://www.tandfonline.com/[Article DOI]).”

- 13.3 Licensee acknowledges that the provisions of this Clause 13 relate solely to articles in journals published by the Publisher and are without prejudice to any rights granted or retained by an author and/or the Publisher in any author or contributor agreement between these parties (an “**Author Agreement**”) and that in the event of conflict or dispute between this Agreement and any Author Agreement, the provisions of any such Author Agreement shall take precedence.
- 13.4 Full details of the Publisher’s scholarly sharing policies are available at: <https://authorservices.taylorandfrancis.com/research-impact/sharing-versions-of-journal-articles/>.

14 MERGING INSTITUTIONS AND PARTNERSHIPS

- 14.1 If the Licensee (or any other company or entity that benefits from the licence granted under this Agreement) (each, a “**Beneficiary**”) intends to merge with or acquire any interest or shares of a third party or any third party intends to merge with or acquire such an interest in the Licensee or any Beneficiary (a “**Transfer**”); or should there be a material change to the Authorised User constituency by addition of affiliations, partnerships or additional Licensed Sites, the Licensee shall give Publisher reasonable advance notice of any such change. Such notification must include details of all current Publisher subscriptions held by either Licensee or the merging institution, partner or affiliate. Licensee acknowledges that in such situations:
- 14.1.1 subject to Clauses 14.1.3 and 14.2, this Agreement will remain in full force and effect;
- 14.1.2 Publisher shall be entitled to offer to Licensee a revised Fee based on, amongst other things, the enlarged size and nature of the Licensee’s institution following the change (“**Expansion Fee**”); and
- 14.1.3 unless and until Licensee pays to Publisher the Expansion Fee, Licensee acknowledges and agrees (and Licensee shall ensure as a principal obligation) that none of the employees, contractors or other personnel of



the relevant third party shall have access to or use the Licensed Materials or shall be deemed to be Authorised User(s) under this Agreement; and

14.1.4 the Publisher reserves the right to prohibit any such expansion of access.

14.2 For the avoidance of doubt, and without prejudice to any other right or remedy available to Publisher, Licensee acknowledges and agrees that any breach of Clause 14.1 shall be deemed to be a material breach of this Agreement capable of termination by Publisher pursuant to Clause 15.

15 TERM AND TERMINATION

15.1 The Term of the Agreement shall be as set out at the head of the Agreement. The Licensee's right to access the Licensed Materials shall automatically terminate at the end of the Term, unless the parties have previously agreed to renew this Agreement, or unless perpetual rights have been granted pursuant to this Agreement.

15.1.2 If the Term should expire while the parties continue to negotiate in good faith the terms of a renewal hereof, the parties may agree for the Publisher to provide continued access to the Licensed Materials during such period of negotiation (the "**Extended Access Period**"), provided, however, the Publisher reserves the right to charge the Licensee for the access to the Licensed Materials provided during the Extended Access Period, at rates comparable to those offered under this Agreement.

15.2 In addition, this Agreement may be terminated:

15.2.1 by the Licensee, if the Publisher commits a material or persistent breach of any term of this Agreement and fails to remedy the breach (if capable of remedy) within sixty (60) days of notification in writing by the Licensee;

15.2.2 by the Publisher, if the Licensee commits a material and/or persistent infringement of the copyright or other Intellectual Property Rights in the Licensed Materials or breaches the provisions of Clause 3 in respect of usage rights, Clause 6 in respect of prohibited uses, or Clause 11.1.2 in respect of its obligations upon becoming aware of any unauthorised access to or use of the Licensed Materials, and fails to remedy the breach (if capable of remedy) within fifteen (15) days of notification in writing by the Publisher;

15.2.3 by the Publisher, if the Licensee commits a material and/or persistent breach of any term of this Agreement other than those set forth in Clause 15.2.2 and fails to remedy the breach within sixty (60) days of notification in writing by the Publisher; or

15.2.4 by one party, if the other party becomes insolvent or becomes subject to receivership, liquidation or similar external administration or ceases to



carry on business or threatens to do any of these things or suffers any analogous event in any jurisdiction.

- 15.3 On termination of this Agreement by Publisher for cause, as specified in clauses 15.2.2, 15.2.3, or 15.2.4, the Licensee shall immediately cease to distribute, or make available, the Licensed Materials to Authorised Users and shall return to the Publisher or destroy all Licensed Materials in its control from the date of first notification of breach. For the avoidance of doubt, this provision is not applicable with respect to Licensed Materials to which access continues to be permitted on a perpetual basis as provided in Clause 9.5, nor to materials licensed pursuant to the terms of another written agreement between the parties.
- 15.4 On termination of this Agreement by the Licensee for cause, as specified in Clause 15.2.1, the Publisher shall forthwith refund any proportion of the Fees that represent the paid but un-expired part of the Subscription Period.
- 15.5 Clauses 7, 9.5, 9.8, 10.1, 10.4, 11 and 12 shall survive the termination of this Agreement on the terms set out in those respective clauses.

16 OTHER TERMS AND CONDITIONS

- 16.1 In addition to the terms contained in this Agreement, if and to the extent that the Licensee or their Authorised Users access the Licensed Materials via the Online Services, Licensee acknowledges that use of the Licensed Materials shall also be subject to the Online Service Terms and Conditions of Use (the “**Online Terms**”). The Online Terms can be viewed at <http://www.tandfonline.com/page/terms-and-conditions> and that by accessing and using the Licensed Materials, Licensee acknowledges that they will be accepting and agreeing to be bound by them. In the event of conflict of the terms of this Agreement and the provisions of the Online Terms, the terms of this Agreement shall take precedence.

17 GENERAL

- 17.1 This Agreement, together with all Schedules, Exhibits and any other documents or terms incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.
- 17.2 Alterations to this Agreement are only valid if they are agreed to in writing in advance by both parties.
- 17.3 Each party warrants and represents that the person signing this Agreement on its behalf has authority to bind that party and that the party’s execution of this Agreement is not in violation of any by-law, covenants, and/or other restrictions placed upon them by their respective entities. Each signatory to this Agreement represents that they have the authority to execute this Agreement on behalf of their respective party and to bind that party to the terms of this Agreement.



- 17.4 This Agreement may not be assigned by the Licensee to any other person or organisation, nor may either party sub-contract any of its obligations, except as provided in this Agreement and the management and operation of the Server, without the prior written consent of the other party, whose consent shall not unreasonably be withheld. Publisher shall be entitled to assign, sub-licence, subcontract or otherwise dispose of its rights and obligations under this Agreement to any other person or company.
- 17.5 Any notices required under this Agreement shall be sent by prepaid recorded delivery, registered post, or receipted email to the address of the addressee as set out in this Agreement or to such other address as notified by either party to the other in writing as its address for service of notices. All such notices sent by prepaid recorded delivery or registered post shall be deemed to have been given within 14 days of posting. All such notices sent by email shall be deemed to have been given on the date transmitted if confirmed by the receiving party by email.
- 17.6 Except in respect of a payment obligation, neither party will be held liable for any failure or delay to perform any obligation to the other due to a Force Majeure Event provided the affected party notifies the other party in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement as soon as reasonably possible after the start of the Force Majeure Event. The affected party shall make all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. As soon as reasonably possible after the end of the Force Majeure Event, the affected party shall notify the other party in writing that the Force Majeure Event has ended and resume performance of its obligations under this Agreement. If the Force Majeure Event continues for more than three months starting on the day the Force Majeure Event starts, either party may terminate this Agreement by giving not less than 30 days' notice in writing to the other party. As used herein, "Force Majeure Event" means an event beyond the reasonable control of the affected party including but not limited to strike, lock-out, labour dispute, act of God, war, riot, acts of terrorism, civil commotion, malicious damage, breakdown of machinery or telecommunications or Internet failures, fire, flood, storm, pandemics or epidemics.
- 17.7 The invalidity or un-enforceability of any provision of this Agreement shall not affect the continuation or enforceability of the remainder of this Agreement.
- 17.8 Either party's waiver, or failure to require performance by the other, of any provision of this Agreement will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.
- 17.9 The parties agree to use best efforts to resolve disputes in an informal manner, by decision of the Managing Director of the Publisher and the current Chairman of the Consortium. Where the parties agree that a dispute arising out or in



connection with this Agreement would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorised representatives as of the date first above written.

TAYLOR & FRANCIS:

BY:  DATE: 6th February 2023
A9481B4232264F4...

Authorised Signatory
Informa UK Limited (trading as Taylor & Francis)

Name: Alex Robinson
Title: VP and Commercial Lead – UK and EMEA
Address: 4 Park Square, Milton Park, Abingdon, Oxon, OX14 4RN, UK
Telephone No: +44 (0)20 7017 6000
E-mail: alex.robinson@tandf.co.uk

BY: _____ DATE: _____

Authorised signatory
CSUC

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Title: CEO
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Telephone No: 0034 932 05 64 64
E-mail: factures@csuc.cat



SCHEDULE 1

Licensed Materials: Subscriptions

The online version of the following journal(s) (the “**Products**”):

n/a

SCHEDULE 2

Licensed Materials: Licensed Content

The electronic versions of the following Products:

Medical Library; Expert Opinions Collection for €118,714.83

Where the Licensee has purchased a *Licensed Content* Product, the Licensee shall be entitled to access, for the duration of the Term, the Licensed Content in that Product published:

1. during the then-current volume year; and
2. (as courtesy access without additional charge) back to 1997 (where available) for its Licensed Content including those that were previously held from other publishers and that Publisher has acquired and are now part of the Licensed Materials. Any new additional Subscriptions purchased during the Agreement shall also be provided with the same above specified entitlement.

In the S&T Library, SSH Library, Medical Library or Subject Collection journals are included on a temporary free trial basis where the current volume number is 1 & 2. Journals with current volume numbers between 3 and 7 inclusive are excluded and available through the purchase of the FRESH Collection.



SCHEDULE 3

Library Premises

CONSORTIAL LICENCE

The licence granted hereunder is a consortial licence, a “Consortium” being:

Any group of related or unrelated institutions/agencies/libraries who may or may not share administrative structure, networks or IP address ranges, but would like communal access to online content.

The Consortium licensed hereunder is as follows:

Description of consortium: Consorci de Serveis Universitaris de Catalunya (CSUC)
Licensed premises:

Universitat Autònoma de Barcelona
Universitat de Barcelona
Universitat de Girona
Universitat de les Illes Balears
Universitat de Lleida
Universitat Oberta de Catalunya
Universitat Pompeu Fabra
Universitat Rovira i Virgili

IP ranges/addresses:

UNIVERSITAT DE BARCELONA. Biblioteca
161.116.100.* (proxy)
161.116.110.* (proxy)
161.116.168.14
161.116.168.27
161.116.168.69
161.116.168.107
52.31.26.235 (IP SIERRA)

UNIVERSITAT AUTÒNOMA DE BARCELONA. Servei de Biblioteques
158.109.0-3.* (158.109.0.47 is a proxy)
158.109.8-9.*
158.109.10.64-191
158.109.11-14.*
158.109.15.64-128
158.109.15.159-255
158.109.16.*
158.109.20-22.*
158.109.24-35.*
158.109.37-124.*
158.109.125.132-142

158.109.125.172-173
158.109.127-129.*
158.109.131-165.*
158.109.131-166.127
158.109.167-255.* (158.109.174.204 is a proxy)
192.101.162.*
52.31.226.75 (IP SIERRA)

UNIVERSITAT POMPEU FABRA. Biblioteca
193.145.32-63.*, 193.145.223.214
84.89.128.0-84.89.159.255 (or 84.89.128-159.* or 84.89.128.0/19)
52.30.64.205 (IP SIERRA)

UNIVERSITAT DE LLEIDA. Servei de Biblioteca i Documentació
193.144.8.*
193.144.9.*
193.144.10.*
193.144.11.*
193.144.12.*
52.31.203.59 (SIERRA)

UNIVERSITAT DE GIRONA. Biblioteca
84.88.128-162.*
5.198.137.235 (Open Athens)
52.31.199.201 (IP SIERRA)

UNIVERSITAT ROVIRA I VIRGILI. Servei de Biblioteca i Documentació
84.88.193.*
193.144.16.160
193.144.16.161
52.214.203.134 (IP SIERRA)

UNIVERSITAT OBERTA DE CATALUNYA. Biblioteca Virtual
213.73.32.0-213.73.41.255 (Range)
154.59.124.223
5.198.138.144 (OpenAthens)

UNIVERSITAT DE LES ILLES BALEARS. Servei de Biblioteca i Documentació
130.206.30.*
130.206.31.*
130.206.32.0-127
130.206.32.160-223
130.206.33.*
130.206.76.0-54
130.206.76.59-255
130.206.77.*
130.206.78.*
130.206.79.*
130.206.130.*



130.206.131.*
130.206.132.*
130.206.133.*
130.206.134.*
130.206.197.16-28
212.145.139.1-126

CSUC (Office)
193.146.115.64-127
192.94.163.1-254

CSUC MetaLib/SFX server
84.88.0.62
84.88.0.131

CSUC Millennium server (URL Checker/Wam)
84.88.0.133
84.88.0.225 – 229
84.88.0.234
84.88.0.231 – 242
34.253.51.60 (IP SIERRA CCUC)

CSUC Proxy (authorised users only)
84.88.0.21
84.88.0.198

CSUC (Discovery service-PQ)
84.88.14.141

Contact Details for Notices to Publisher: Huw Egginton
Email: huw.egginton@tandf.co.uk

Contact Details for Notices to Licensee: Irene González Hidalgo
Email: irene.gonzalez@csuc.cat

SCHEDULE 4

Subscription Period & Payment

Subscription Period: 2023
Fees

[The Licensee will pay the Publisher a fee of €118,714.83 for the access and use of the Licensed Materials listed in Schedule 1 and Schedule 2.]

Payment Terms: 30 days
Any late payment of invoices shall be subject to the provisions of Clause 10.2.