



DATED 02ND MARCH 2021

CONSORTIUM SALES AGREEMENT

between

EMERALD PUBLISHING LIMITED

and

CSUC Consorci de Serveis Universitaris de Catalunya



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THIS CONSORTIUM SALES AGREEMENT is dated 2nd March 2021

PARTIES

This Licence is entered into by and between

- (1) **EMERALD PUBLISHING LIMITED** incorporated and registered in England & Wales with company number 03080506 whose registered office is at Howard House, Wagon Lane, Bingley, West Yorkshire, BD16 1WA, England ("**Emerald**")

and

- (2) **CSUC Consorci de Serveis Universitaris de Catalunya**, Carrer de Gran Capitá 2, Edifici Nexus 08034 Barcelona, Spain, and its consortium members listed in this Licence (each a "Licensee" and collectively the "Licensees").

BACKGROUND

- (1) Emerald is the owner of intellectual property rights, or has licensing rights in, copyright works within its online database products.
- (2) The Licensees wish to access and use Emerald's copyright works on the terms of this Licence.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this Clause apply in this Licence.

Authorised Users: individuals who have been properly authorised by the Licensee to access the Licensed Materials via the Secure Network;

Commercial Use: means use of the Licensed Materials for the purposes of any monetary or other type of valuable consideration, transfer, sale, resale, loan, hire, licence, sub-licence or other form of exploitation of the Licensed Materials;

Consortium Members: means the consortium member institutions identified in Schedule 3;

Consortium Representative: means CSUC Consorci de Serveis Universitaris de Catalunya, Carrer de Gran Capitá 2, Edifici Nexus 08034 Barcelona, Spain;

COUNTER: means Counting Online Usage of Networked Electronic Resources;

Eligible Author: authors who are affiliated with a Consortium Member as teaching and research staff employed by or otherwise accredited to the Consortium Member;

End User Terms: the terms applicable to use of Emerald's electronic database by Authorised Users, as stated on Emerald's website at http://www.emeraldgroupublishing.com/about/policies/end_user_terms.pdf;

Fee(s): means the fee(s) for the Licensed Materials, as set out in Schedule 2;

Group Companies: Emerald's holding company and any subsidiaries of Emerald or its holding company;

Licence: means this consortium agreement between Emerald and the Licensees;

Licensed Materials: means the content comprised in the relevant Products (as comprised in the Product Lists) identified in Schedule 1;

Product: the product(s) purchased by the Licensees from Emerald;

Product Lists: the list of Licensed Materials comprised in each Product offered by Emerald;

Secure Network: means a network owned or controlled by the Licensee via which Authorised Users access the Licensed Materials;

Subscription Period: where the Licensed Materials are subscription products, the period during which the Products are licensed by the Licensee from Emerald, as indicated in the Schedules;

Territory: Spain;

Transaction Period: where the Licensed Materials are non-subscription (transactional) products, the start and end dates of the licensed access to the Products indicated in the Schedules.

- 1.2 The headings in this Licence do not affect its interpretation. Except where the context otherwise requires, references to Clauses and Schedules are to clauses and schedules of this Licence.
- 1.3 Unless the context otherwise requires:
 - (a) a reference to one gender includes a reference to the other genders; and
 - (b) references to "including" or "includes" shall be deemed to have the words "without limitation" inserted after them.
- 1.4 In the case of conflict or ambiguity between any provision contained in the body of this Licence and any provision contained in the Schedules, the provision in the body of this Licence shall take precedence.

1.5 Words in the singular include the plural and those in the plural include the singular.

1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. AGREEMENT AND TERM

2.1 In consideration of the Fee(s), Emerald grants to the Licensee the non-exclusive and non-transferable right in the Territory to give Authorised Users access to the Licensed Materials through the Secure Network subject to the terms and conditions of this Licence. For the avoidance of doubt, Authorised Users may access the Licensed Materials from outside of the Territory, provided that this is at all times via the Secure Network.

2.2 For Products purchased on subscription, the Licensed Materials shall include all content included in the relevant Product during the Subscription Period. Licensee shall not be entitled to access content added following the end of the Subscription Period unless the parties have agreed in writing to a new or extended Subscription Period.

2.3 For Products on a non-subscription (transactional) basis, the Licensed Materials comprise content included in the Product between the start and end dates of the Transaction Period indicated in the Schedules.

2.4 For subscription products, on termination or expiry of this Licence, Emerald shall provide continuous access in perpetuity for Authorised Users to that part of the Licensed Materials which was published and paid for within the Subscription Period, either through the Secure Network or from the archive described in Clause 17.

2.5 The perpetual access right described in Clause 2.4 is subject to the terms of this Licence and Emerald may terminate this arrangement if either (a) the Licensee is in breach of any terms; or (b) Emerald no longer has the right to grant such access to the Licensee (in which case termination of the perpetual access right shall be for the affected part of the Licensed Materials only).

2.6 Product Lists are maintained on Emerald's website at www.emeraldgroupublishing.com/products for Journals, Books and Cases and maybe added to at any time. From time to time, content within the Product Lists may be removed and/or replaced with other content, but unless otherwise agreed with the Consortium Representative, this will be no more than once per year.

- 2.7 Complementary access to archives may be provided with E-Journal subscriptions at the discretion of Emerald and content comprised in any such complementary archives may be removed or substituted from time to time on reasonable notice from the Emerald to the Licensee. All complementary access to archives will cease on expiry of the relevant Subscription Period.

3. USAGE AND RIGHTS

- 3.1 Subject to payment of the Fee(s), the Licensee may:

- (a) allow Authorised Users to have access to the Licensed Materials through the Secure Network;
- (b) provide printed or electronic copies of single articles, chapters or cases to students as reasonable to facilitate classroom based teaching;
- (c) display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorised Users or groups of Authorised Users;
- (d) supply another library within the Territory, a single copy of an individual article, chapter or case being part of the Licensed Materials by post, fax or secure transmission (using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing), for educational purposes; and
- (e) incorporate parts of the Licensed Materials in printed course packs (in any form, including electronic, printed, audio or braille), and in virtual learning environments for use by Authorised Users only; provided that (a) each incorporated item shall carry appropriate acknowledgement of the source, title, author of the extract and Emerald's name; and (b) such copies are destroyed or permanently deleted when no longer required for such use.

- 3.2 Subject to payment of the Fee(s) by the Licensee, Authorised Users may:

- (a) search, view, retrieve and display on screen the Licensed Materials;
- (b) print a single copy or download and save individual articles or items of the Licensed Materials for educational purposes; and
- (c) distribute a single copy of individual articles or single chapters in print or electronic form to other Authorised Users or to other individual scholars collaborating with Authorised Users but only for the purposes of fair dealing for non-commercial research and educational purposes.

3.3 Nothing in this Licence shall in any way exclude, modify or affect any of the Licensee's statutory rights under copyright laws.

3.4 All rights in and to the Licensed Materials not expressly granted to the Licensee under this Licence are reserved to Emerald and its licensors.

4. PROHIBITED USES

4.1 Neither the Licensee nor the Authorised Users may:

- (a) use all or part of the Licensed Materials for Commercial Use with the exception of (a) recovery of costs from Authorised Users; and (b) use of the Licensed Materials in the course of research funded by a commercial organisation (both of which are permitted);
- (b) remove or alter the authors' names or Emerald's copyright notices or other means of identification as they appear on the Licensed Materials;
- (c) make print or electronic copies of multiple extracts or make multiple copies of any part of the Licensed Materials for any purpose other than expressly permitted by this Licence;
- (d) download or distribute any part of the Licensed Materials on any electronic system or network, including without limitation the internet and world wide web, other than the Secure Network, except where otherwise expressly permitted by this Licence;
- (e) prepare, publish or distribute works which combine the Licensed Materials with any other material, other than as otherwise permitted by this Licence; or
- (f) alter, abridge, adapt or modify the Licensed Materials for any purpose whatsoever, except to the extent necessary to make them perceptible on a computer screen to Authorised Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

5. RETRACTION

5.1 Emerald reserves the right at any time to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes a third party's copyright or any other intellectual property right or is defamatory, obscene, unlawful or otherwise objectionable. If the withdrawal represents more than ten per cent (10%) of any particular Product, Emerald shall give written notice of such withdrawal to the Consortium Representative and refund that part of the Fee for that Product that is in proportion to the amount of Licensed

Materials withdrawn for any remaining un-expired portion of the Subscription Period.

6. RESPONSIBILITIES OF EMERALD

6.1 Emerald shall:

- (a) make the Licensed Materials available to the Licensee through the Secure Network based on internet access by an industry standard means of authentication;
- (b) within 30 days of the date of full payment of the Fee(s), provide the Licensee with information sufficient to enable access to the Licensed Materials;
- (c) use its reasonable endeavours to make the Licensed Materials available to the Licensee and to Authorised Users on a twenty-four hour basis, save for routine maintenance, and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service; and
- (d) provide customer support services to the Licensee and to Authorised Users by email or over the phone. This includes answering e-mail queries about the use, functionality and content of the Licensed Materials.

6.2 Emerald will use its reasonable endeavours to be compliant with the COUNTER code of practice and incorporate the latest compliancy rules where applicable in relation to the Licensed Materials and Emerald's obligations under this Licence. All usage data shall be compiled by Emerald in a manner consistent with privacy and data protection laws within the United Kingdom, including the anonymity of Authorised Users and the confidentiality of their searches.

7. RESPONSIBILITIES OF THE CONSORTIUM REPRESENTATIVE

7.1 The Consortium Representative agrees to publicise the availability of the Licensed Materials to the Consortium Members.

7.2 In all of its interactions with Consortium Members, the Consortium Representative will at all times make clear that it is acting as an independent party. The Consortium Representative will not do or say anything that may create the impression that the Consortium Representative's authority to act on behalf of Emerald extends any further than specified in this Licence.

- 7.3 The Consortium Representative will not be permitted to actively recruit universities or educational institutions outside the Territory as part of the consortium arrangements in this Licence.
- 7.4 The Consortium Representative will not be permitted to extend the number of Consortium Members in Schedule 3 without the prior written consent of Emerald and vice versa.
- 7.5 The Consortium Representative will ensure, insofar as it is reasonably able, that Consortium Members observe the obligations imposed on them by the provisions of this Licence. If, in the Consortium Representative's knowledge, a Consortium Member does not comply with any of the obligations in this Licence, it will immediately inform Emerald.

8. LICENSEE RESPONSIBILITIES

- 8.1 The Licensee shall:
- (a) use all reasonable endeavours to ensure that all Authorised Users are aware of the End User Terms and the permitted uses of Licensed Materials under this Licence;
 - (b) use all reasonable endeavours to prevent unauthorised use of the Licensed Materials and, upon becoming aware of any unauthorised use of the Licensed Materials or other breach of this Licence, inform Emerald as soon as practicable in writing;
 - (c) authenticate the identity of Authorised Users to accepted industry standards at log in and issue passwords (or equivalent access verification) to Authorised Users; and
 - (d) take all reasonable and appropriate steps (including without limitation, taking disciplinary action), to promptly cease any unauthorised use of the Licensed Materials and ensure it does not recur.
- 8.2 The Licensee acknowledges that the copyright and other intellectual property rights in the Licensed Materials are the property of Emerald.

9. SIGNATURE OF THIS LICENCE

- 9.1 It shall not be necessary for each Consortium Member to sign the terms of this Licence, but the Consortium Representative shall provide a copy of this Licence to each Consortium Member.

10. FEES AND INVOICING

- 10.1 Emerald shall submit its invoice of charges directly to the Consortium Representative. Such charges shall be based on the Fee(s) in Schedule 2. Emerald shall not submit invoices earlier than one month before the period charged. Unless otherwise agreed, invoices will not charge for periods longer than one year.
- 10.2 The charges payable by the Consortium Representative shall be exclusive of any sales, use, value added, non-recoverable, withholding or similar taxes which shall be payable in addition to the Fee(s).
- 10.3 The Consortium Representative shall pay Emerald the amount of the invoice submitted under Clause 10.1 within 28 days of receipt of the Publisher's invoice.
- 10.4 Should the Consortium Representative not pay the amount owing to Emerald on time, Emerald shall give the Consortium Representative written notice of default, granting it a further 2 (two) month period in which to comply with its payment obligation. Upon that period expiring, the Consortium Representative shall be deemed to be in default by operation of law and Emerald shall be entitled to suspend access to the Licensed Materials and charge the Consortium Representative an interest rate of 2% above Barclays Bank plc base rate on any payment that is not paid on time. Such interest shall be calculated from the day on which the Consortium Representative fell into default until the day on which the amount owing is received.

11. GOLD OPEN ACCESS: ARTICLE PROCESSING CHARGE VOUCHERS

- 11.1 In consideration of the Fees, the Publisher will issue 21, 28 and 35 vouchers that can be redeemed by Eligible Authors for publishing their content in accordance with and subject to the conditions of this clause for the periods 2021, 2022 and 2023 respectively (the **Vouchers**).
- 11.2 The Vouchers expire after the period(s) stated and cannot be used in subsequent periods.
- 11.3 Eligible Authors will be eligible to use the Vouchers for articles accepted for publication:
 - 11.3.1 in any Emerald subscription journal supporting Gold Open Access options on www.emerald.com/insight that the Eligible Author's Institution has subscribed to in the relevant period;
 - 11.3.2 in any Emerald fully gold open access journal; or

11.3.3 on any Emerald open access publishing platform.

- 11.4 Acceptance of articles for publication will be subject to the acceptance criteria (including editorial and peer review standards) for the applicable journal/platform and must represent original research.
- 11.5 Vouchers will be assigned to Eligible Authors at the point of article acceptance and will be allocated on a first come first served basis.
- 11.6 A condition of redemption is that the Eligible Authors must agree that, and grant all necessary rights to enable, the accepted article to be published on a Creative Commons Attribution 4.0 International (CC BY 4.0) licence (or other open access licence agreed between the Eligible Author and Emerald).
- 11.7 The Parties acknowledge that Eligible Authors have the option to publish Eligible Articles as envisaged by this clause, or a standard license to publish (i.e on subscription basis).
- 11.8 Eligible Authors will be identified using email address if the email address is part of the list of domain names of the Institution and the affiliation to the Institution is recognized. The parties might change this identifying process and amend this Agreement accordingly, when the changes and amendments are agreed by both parties. During the term, if:
 - 11.8.1 Emerald identifies an author as Eligible Author, but this Author is not affiliated to the Consortium Member, Emerald will refund the cost of the article processing charge or add a Voucher to the remaining balance;
 - 11.8.2 an Eligible Author does not appropriately identify themselves and then publishes an article on a subscription basis, Emerald shall not be required to then convert the article so that it is published open access pursuant to this clause; and
 - 11.8.3 Emerald fails to identify authors as Eligible Authors despite the author correctly providing the identification parameters and then publishes their article on a subscription basis, Emerald shall be responsible to revert the article so that it is published pursuant to this clause if requested by the Eligible Author and the author is in fact an Eligible Author.
- 11.1 Emerald will deliver to the Licensee a quarterly report of the articles that have been published in hybrid journals or fully open access journals in each quarter. The report shall include the following details:
 - 11.9.1 Name and email address of the corresponding author

- 11.9.2 Date of acceptance
- 11.9.3 Online publication date
- 11.9.4 Journal Title
- 11.9.5 Article title
- 11.9.6 Article type
- 11.9.7 DOI
- 11.9.8 CC license type
- 11.9.9 Number of Vouchers used to date and number of Vouchers remaining.

12 GREEN OPEN ACCESS

12.1 Authors from the Consortium Members may, from the date of publication, deposit the version of the article that has been accepted for publication the Author Accepted Manuscript (AAM) by Emerald on the following conditions:

12.1.1 for non-commercial scholarly purposes only;

12.1.2 under the Creative Commons Attribution Non-commercial International Licence 4.0 (CC BY-NC 4.0) (available at <https://creativecommons.org/licenses/by-nc/4.0/>);

12.1.3 deposits are limited to the following locations:

12.1.3.1 author's personal website;

12.1.3.2 author's company or institutional repository;

12.1.3.3 subject repositories; and

12.1.3.4 Social Collaboration Networks (SCNs) that have signed up to the Voluntary STM Sharing Principles (available at <https://www.stm-assoc.org/stm-consultations/scn-consultation-2015/>).

12.1.4 the deposit into the repository of another institution is not permitted;

12.1.5 the systematic upload or collation of Publisher's articles across repositories is not permitted; and

12.1.6 authors may post the version of the article that was submitted to the journal (pre-print) to the above resources, at any time.

13 CONFIDENTIALITY AND PUBLICITY

13.1 The terms of this Licence are confidential and, except as permitted below or required by law, neither party shall disclose the same to any third party without the written permission of the other party.

13.1 The Licensee consents to Emerald providing the details of the Licensee's customer account to Emerald's Group Companies, associates, agents and IT service providers, some of which are based outside the European Economic Area, where this is necessary to provide the Products and services requested by the Licensee.

13.1 The parties agree to maintain the confidentiality of any data relating to usage of the Licensed Materials by the Licensee and its Authorised Users. Such data may be provided to third parties in aggregated form only and shall not include any information relating to the identity of individual Authorised Users.

13.1 Emerald may publicly acknowledge that the Licensee is a customer and the Licensee grants to Emerald the right to use the Licensee's name and quotations in public relations and promotional material, subject to the prior consent of the Licensee (not to be unreasonably withheld or delayed).

14 WARRANTIES AND INDEMNIFICATION

14.1 Each party warrants to the other that it has full power and authority to enter into and perform its obligations under this Licence.

14.2 Emerald warrants to the Licensee that the Licensed Materials used as contemplated by this Licence do not infringe the copyright or any other intellectual property rights of any third party.

- 14.3 Subject to Clause 14.4, Emerald shall indemnify and hold the Licensee harmless from and against any direct loss, damage, costs, liability and expenses (including reasonable and properly incurred legal and professional fees) arising out of any legal action taken against a Licensee by a third party claiming such infringement. This indemnity shall not apply if the Licensee has used Licensed Materials in any way not expressly permitted by this Licence.
- 14.4 The indemnity in Clause 14.3 shall only apply to the extent that the Licensee:
- 14.1.1 promptly notifies Emerald in writing of any claim or suit relevant to the indemnity;
 - 14.1.2 where so required, allows Emerald control over such negotiations or litigation and/or the defence or settlement of such claim or suit;
 - 14.1.3 makes no representations, admissions, agreement or settlements in relation to such claim or suit without Emerald's prior written consent; and
 - 14.1.4 gives Emerald all information and assistance it may reasonably require.
- 14.5 Emerald shall not be liable to a Licensee or to any other person, including but not limited to Authorised Users, for any special, exemplary, indirect or consequential loss of any kind (including loss of profits or revenues, loss of business, depletion of goodwill, loss of anticipated savings, loss of contract or business interruption) arising under or in connection with this Licence, in particular arising out of the inability to use, or the use of, the Licensed Materials.
- 14.6 Subject to (a) Clause 14.7; and (b) in respect of Emerald's indemnity under Clause 14.3 for which aggregate liability shall be limited to £3 million, Emerald's aggregate liability for all claims, losses or damages arising under or in connection with this Licence or any collateral agreement shall be limited to an amount equivalent to the Fee(s) received by Emerald from the Consortium Representative in respect of the calendar year during which such claim, loss or damage occurred.
- 14.7 No party limits its liability for death or personal injury caused by its own negligence (or the negligence of its employees or agents) or for fraud.
- 14.8 Except as expressly provided in this Licence, all representations and warranties of any kind, express or implied, including but not limited to the accuracy of the information contained in the Licensed Materials, merchantability or fitness of use for a particular purpose are to the fullest

extent permitted by law excluded from this Licence and accordingly the Licensed Materials are supplied "as is".

15 TERMINATION

15.2 In addition to automatic expiry (unless renewed), this Licence may be terminated by notice in writing:

15.2.1 given by Emerald to the Consortium Representative if the Consortium Representative does not pay the Fee(s) by the date required;

15.2.2 given by Emerald to the Consortium Representative if the Consortium Representative commits a material breach or persistent breaches of the Licence and fails to remedy such breach or persistent breaches within 30 days of being notified by Emerald of such breach or breaches;

15.2.3 given by Emerald to the Consortium Representative if the Consortium Representative becomes insolvent or becomes subject to bankruptcy, receivership, liquidation or administration;

15.2.4 given by the Consortium Representative to Emerald if Emerald commits a material or persistent breach of any term of this Licence and fails to remedy the breach (if capable of remedy) within 30 days of notification in writing by the Consortium Representative;

15.2.5 given by the Consortium Representative to Emerald if Emerald becomes insolvent or becomes subject to bankruptcy, receivership, liquidation or administration;

15.2.6 given by Emerald to a Licensee if the Licensee commits a material or persistent breaches and fails to remedy such breach or persistent breaches within 30 days of being notified by Emerald of such breach or breaches, and in this case the termination of the Licence shall be partial and relate only to that Licensee and no other person; or

15.2.7 given by Emerald to a Licensee if the Licensee becomes insolvent or becomes subject to bankruptcy, receivership, liquidation or administration, and in this case the termination of the Licence shall be partial and relate only to that Licensee and no other person.

15.3 On expiry or termination of this Licence all rights and obligations of the parties shall automatically terminate except for those rights or obligations which are stated to survive termination.

15.4 On termination of this Licence under 13.1(a),(b), (c), (f) or (g) above, the Consortium Representative and/or the Licensee (as the case may be) shall immediately cease to distribute or make available the Licensed Materials to Authorised Users and shall destroy copies of any Licensed Materials in their possession or control and promptly provide to Emerald such evidence as it may reasonably require of the Consortium Representative's/Licensee's compliance with this requirement.

15.5 On termination of this Licence by the Consortium Representative pursuant to the default of Emerald as specified in 13.1(d) above, Emerald shall refund to the Consortium Representative the proportion of the Fee(s) that represents the paid but un-expired part of the Subscription Period.

16 FORCE MAJEURE

16.1 Either party's delay or failure to perform any provision of this Licence, as a result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or internet failures, or damage to or destruction of any network facilities) (a **Force Majeure Event**) shall not constitute a breach of this Licence and neither party shall have any liability or responsibility for failure to fulfil any obligation under this Licence so long as and to the extent to which the fulfilment of such obligation is prevented, frustrated, hindered or delayed as a consequence of a Force Majeure Event.

17 LONG TERM PRESERVATION AND CONTINUOUS ACCESS

17.1 Emerald has placed its journal collection into long term preservation archives (including Portico, LOCKSS and CLOCKSS) and (subject to any relevant membership requirements), the Licensee and Authorised Users shall be able to access such archive(s) in the event that such Licensed Materials are permanently unavailable from Emerald. Access to the archive(s) shall at all times be subject to the terms of this Licence and this Clause shall survive termination or expiry of this Licence.

18 REMEDIES

18.1 Except as expressly provided in this Licence, the rights and remedies provided under this Licence are in addition to, and not exclusive of, any rights or remedies provided by law.

19 ENTIRE AGREEMENT

19.1 This Licence and its Schedules contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

19.2 Each party acknowledges that, in entering into this Licence, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Licence or not) (**Representation**) other than as expressly set out in this Licence.

19.3 Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract.

20 VARIATION

20.1 No variation of this Licence shall be effective unless it is in writing and signed by both parties.

21 SEVERANCE

21.1 If any provision of this Licence (or part of any provision) is found by any court or other competent authority to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid or un-enforceable provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

22 COUNTERPARTS

22.1 This Licence may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Licence, but all the counterparts shall together constitute the same Licence. A photocopy or fax of this Licence shall be deemed an original.

23 THIRD PARTY RIGHTS

23.1 A person who is not a party to this Licence shall not have any rights to enforce any term of this Licence.

23.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Licence is not subject to the consent of any person that is not a party to this Licence.

24 WAIVER

- 24.1 Either party's waiver or failure to require performance by the other of any provision of this Licence 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.

25 ASSIGNMENT

- 25.1 This Licence may not be assigned by the Consortium Representative to any other person without the prior written consent of Emerald.

26 NO PARTNERSHIP OR JOINT VENTURE

- 26.1 Nothing in this Licence is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

27 NOTICES

- 27.1 Any notices to be served in writing on either of the parties by the other shall be sent by first class post and email to the address of the addressee as set out in this Licence in this Clause below or to such other address as notified by either party in writing to the other as its address for service of notices. Notices shall be deemed served 24 hours after being sent by email and, if no sooner response is received, be deemed received within 7 days of posting.

(a) Emerald Publishing Limited, Howard House, Wagon Lane, Bingley, West Yorkshire, BD16 1WA, England. For the attention of the Company Secretary. Email: legalenquiries@emeraldinsight.com; and

(b) CSUC Consorci de Serveis Universitaris de Catalunya, Carrer de Gran Capitá 2, Edifici Nexus 08034 Barcelona, Spain Contact: Nuria Sanchez Email: nuria.sanchez@csuc.cat.

28 GOVERNING LAW AND JURISDICTION

- 28.1 This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Spain.
- 28.2 The parties irrevocably agree that the Courts of Spain shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in

connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).

This Licence has been entered into on the date stated at the beginning of it.

FOR THE PUBLISHER:

For and of behalf of Emerald Publishing Limited

Name (in block capitals): Shariq Mumtaz

Date: 02 March 2021

Position / Title: Director

Signature:  CEDC38B3B33C48A...

FOR THE LICENSEE:

For and on behalf of CSUC Consorci de Serveis Universitaris de Catalunya

Name (in block capitals): Miquel Puig i Raposo

Date: 12/03/2021

Position / Title: Managing Director

Signature:  4DB8ADA16E034AD...

SCHEDULE 1 LICENSED MATERIALS

Product Name	Start Date	End Date	Access In Perpetuity
Emerald Management eJournal Portfolio	1 st January 2021	31 st December 2021	Yes
Emerald Management eJournal Portfolio	1 st January 2022	31 st December 2022	Yes
Emerald Management eJournal Portfolio	1 st January 2023	31 st December 2023	Yes
Emerald Library & Information Sciences eJournal Collection	1 st January 2021	31 st December 2021	Yes
Emerald Library & Information Sciences eJournal Collection	1 st January 2022	31 st December 2022	Yes
Emerald Library & Information Sciences eJournal Collection	1 st January 2023	31 st December 2023	Yes

Emerald Management eJournal Portfolio Titles

Journal Title	ISSN	Complimentary Access From
Academia Revista Latinoamericana de Administración	1012-8255	2013
Accounting Research Journal	1030-9616	2005
Accounting, Auditing & Accountability Journal	0951-3574	1988
African Journal of Economic and Management Studies	2040-0705	2010
Agricultural Finance Review	0002-1466	2000
American Journal of Business	1935-5181	1986
Annals in Social Responsibility	2056-3515	2015
Archnet-IJAR	2631-6862	2019
Arts and the Market	2056-4945	2015
Asia Pacific Journal of Marketing and Logistics	1355-5855	1998
Asian Review of Accounting	1321-7348	2006
Asia-Pacific Journal of Business Administration	1757-4323	2009
Baltic Journal of Management	1746-5265	2006
Benchmarking: An International Journal	1463-5771	1999
British Food Journal	0007-070X	1994
Built Environment Project and Asset Management	2044-124X	2011
Business Process Management Journal	1463-7154	1997
Career Development International	1362-0436	1996
China Agricultural Economic Review	1756-137X	2009
China Finance Review International	2044-1398	2011
Chinese Management Studies	1750-614X	2007
Competitiveness Review	1059-5422	2005

Construction Innovation	1471-4175	2001
Continuity and Resilience Review	2516-7502	2019
Corporate Communications: An International Journal	1356-3289	1999
Corporate Governance	1472-0701	2001
Critical Perspectives on International Business	1742-2043	2005
Cross Cultural & Strategic Management	2059-5794	2016
Development and Learning in Organizations: An International Journal	1477-7282	2003
Digital Policy, Regulation and Governance	2398-5038	2017
Disaster Prevention and Management: An International Journal	0965-3562	1992
Employee Relations	0142-5455	1994
Engineering, Construction and Architectural Management	0969-9988	2003
Equality, Diversity and Inclusion: An International Journal	2040-7149	2010
EuroMed Journal of Business	1450-2194	2006
European Business Review	0955-534X	1994
European Journal of Innovation Management	1460-1060	1998
European Journal of Marketing	0309-0566	1989
European Journal of Training and Development	2046-9012	2012
Evidence-based HRM	2049-3983	2013
Facilities	0263-2772	1994
Foresight	1463-6689	1999
Gender in Management	1754-2413	2008
Human Resource Management International Digest	0967-0734	2002
Indian Growth and Development Review	1753-8254	2008
Industrial and Commercial Training	0019-7858	1994
Industrial Management & Data Systems	0263-5577	1994
Information and Computer Security	2056-4961	2015
Information Technology & People	0959-3845	1994
International Journal of Accounting & Information Management	1834-7649	2007
International Journal of Bank Marketing	0265-2323	1994
International Journal of Building Pathology and Adaptation	2398-4708	2017
International Journal of Conflict Management	1044-4068	2006
International Journal of Contemporary Hospitality Management	0959-6119	1994
International Journal of Culture, Tourism and Hospitality Research	1750-6182	2007
International Journal of Development Issues	1446-8956	2007
International Journal of Disaster Resilience in the Built Environment	1759-5908	2010
International Journal of Emergency Services	2047-0894	2012
International Journal of Emerging Markets	1746-8809	2006
International Journal of Energy Sector Management	1750-6220	2007
International Journal of Entrepreneurial Behavior & Research	1355-2554	1995
International Journal of Ethics and Systems prev. Humanomics	2514-9369	2018
International Journal of Event and Festival Management	1758-2954	2010
International Journal of Gender and Entrepreneurship	1756-6266	2009
International Journal of Housing Markets and Analysis	1753-8270	2008
International Journal of Innovation Science	1757-2223	2009

International Journal of Islamic and Middle Eastern Finance and Management	1753-8394	2008
International Journal of Law and Management	1754-243X	2008
International Journal of Lean Six Sigma	2040-4166	2010
The International Journal of Logistics Management	0957-4093	1990
International Journal of Managerial Finance	1743-9132	2005
International Journal of Managing Projects in Business	1753-8378	2008
International Journal of Manpower	0143-7720	1994
International Journal of Operations & Production Management	0144-3577	1994
International Journal of Organization Theory & Behavior	1093-4537	1998
International Journal of Organizational Analysis	1934-8835	2005
International Journal of Pharmaceutical and Healthcare Marketing	1750-6123	2007
International Journal of Physical Distribution & Logistics Management	0960-0035	1994
International Journal of Productivity and Performance Management	1741-0401	2004
International Journal of Public Leadership	2056-4929	2015
International Journal of Public Sector Management	0951-3558	1994
International Journal of Quality & Reliability Management	0265-671X	1994
International Journal of Quality and Service Sciences	1756-669X	2009
International Journal of Retail & Distribution Management	0959-0552	1994
International Journal of Social Economics	0306-8293	1994
International Journal of Sociology and Social Policy	0144-333X	1998
International Journal of Sports Marketing and Sponsorship	1464-6668	1999
International Journal of Tourism Cities	2056-5607	2015
International Journal of Wine Business Research	1751-1062	2007
International Marketing Review	0265-1335	1994
Internet Research	1066-2243	1994
Journal of Accounting & Organizational Change	1832-5912	2005
Journal of Accounting in Emerging Economies	2042-1168	2011
Journal of Advances in Management Research	0972-7981	2003
Journal of Agribusiness in Developing and Emerging Economies	2044-0839	2011
Journal of Applied Accounting Research	0967-5426	1999
Journal of Asia Business Studies	1558-7894	2006
Journal of Business & Industrial Marketing	0885-8624	1994
Journal of Business Strategy	0275-6668	2003
Journal of Chinese Economic and Foreign Trade Studies	1754-4408	2008
Journal of Communication Management	1363-254X	2000
Journal of Consumer Marketing	0736-3761	1994
Journal of Contemporary Marketing Science	2516-7480	2018
Journal of Corporate Real Estate	1463-001X	1999
Journal of Cultural Heritage Management and Sustainable Development	2044-1266	2011
Journal of Economic and Administrative Sciences	1026-4116	2003
Journal of Economic Studies	0144-3585	1994
Journal of Engineering, Design and Technology	1726-0531	2005

Journal of Enterprise Information Management	1741-0398	2004
Journal of Enterprising Communities: People and Places in the Global Economy	1750-6204	2007
Journal of Entrepreneurship and Public Policy	2045-2101	2012
Journal of Entrepreneurship in Emerging Economies	2053-4604	2014
Journal of European Real Estate Research	1753-9269	2008
Journal of Facilities Management	1472-5967	2002
Journal of Family Business Management	2043-6238	2011
Journal of Fashion Marketing and Management	1361-2026	2001
Journal of Financial Crime	1359-0790	2002
Journal of Financial Economic Policy	1757-6385	2009
Journal of Financial Management of Property and Construction	1366-4387	2005
Journal of Financial Regulation and Compliance	1358-1988	2002
Journal of Financial Reporting and Accounting	1985-2517	2003
Journal of Global Mobility	2049-8799	2013
Journal of Global Operations and Strategic Sourcing	2398-5364	2017
Journal of Global Responsibility	2041-2568	2010
Journal of Historical Research in Marketing	1755-750X	2009
Journal of Hospitality and Tourism Insights	2514-9792	2018
Journal of Hospitality and Tourism Technology	1757-9880	2010
Journal of Humanitarian Logistics and Supply Chain Management	2042-6747	2011
Journal of Indian Business Research	1755-4195	2009
Journal of Information, Communication and Ethics in Society	1477-996X	2003
Journal of Intellectual Capital	1469-1930	2000
Journal of International Trade Law and Policy	1477-0024	2002
Journal of Investment Compliance	1528-5812	2002
Journal of Islamic Accounting and Business Research	1759-0817	2010
Journal of Islamic Marketing	1759-0833	2010
Journal of Knowledge Management	1367-3270	1997
Journal of Management Development	0262-1711	1994
Journal of Management History	1751-1348	2006
Journal of Managerial Psychology	0268-3946	1994
Journal of Manufacturing Technology Management	1741-038X	2004
Journal of Modelling in Management	1746-5664	2006
Journal of Money Laundering Control	1368-5201	1997
Journal of Organizational Change Management	0953-4814	1994
Journal of Organizational Effectiveness: People and Performance	2051-6614	2014
Journal of Organizational Ethnography	2046-6749	2012
Journal of Participation and Employee Ownership	2514-7641	2018
Journal of Place Management and Development	1753-8335	2008
Journal of Product & Brand Management	1061-0421	1994
Journal of Property Investment & Finance	1463-578X	1999
Journal of Property, Planning and Environmental Law prev. International Journal of Law in the Built Environment	2514-9407	2018
Journal of Public Budgeting, Accounting & Financial Management	1096-3367	1994

Journal of Public Procurement	1535-0118	2001
Journal of Quality in Maintenance Engineering	1355-2511	1995
Journal of Research in Interactive Marketing	2040-7122	2010
Journal of Research in Marketing and Entrepreneurship	1471-5201	1999
Journal of Risk Finance, The	1526-5943	2000
Journal of Science and Technology Policy Management	2053-4620	2014
Journal of Service Management	1757-5818	2009
Journal of Service Theory and Practice	2055-6225	2015
Journal of Services Marketing	0887-6045	1994
Journal of Small Business and Enterprise Development	1462-6004	1998
Journal of Social Marketing	2042-6763	2011
Journal of Strategy and Management	1755-425X	2008
Journal of Systems and Information Technology	1328-7265	1997
Journal of Workplace Learning	1366-5626	1997
Leadership & Organization Development Journal	0143-7739	1993
Management Decision	0025-1747	1994
Management of Environmental Quality	1477-7835	2003
Management Research Review	2040-8269	2009
Management Research: Journal of the Iberoamerican Academy of Management	1536-5433	2003
Managerial Auditing Journal	0268-6902	1994
Managerial Finance	0307-4358	1998
Marketing Intelligence & Planning	0263-4503	1994
Measuring Business Excellence	1368-3047	2000
Meditari Accountancy Research	2049-372X	2012
Multinational Business Review	1525-383X	2003
Nankai Business Review International	2040-8749	2010
Open House International	0168-2601	2005
Pacific Accounting Review	0114-0582	2004
Personnel Review	0048-3486	1994
Policing: An International Journal	1363-951X	1997
Property Management	0263-7472	1994
Qualitative Market Research: An International Journal	1352-2752	1998
Qualitative Research in Accounting & Management	1176-6093	2004
Qualitative Research in Financial Markets	1755-4179	2009
Qualitative Research in Organizations and Management: An International Journal	1746-5648	2006
Records Management Journal	0956-5698	1998
Review of Accounting and Finance	1475-7702	2006
Review of Behavioural Finance	1940-5979	2009
Review of International Business and Strategy	2059-6014	2016
Smart and Sustainable Built Environment	2046-6099	2012
Social Enterprise Journal	1750-8614	2005
Social Responsibility Journal	1747-1117	2006
Social Transformations in Chinese Societies	1871-2673	2016

Society and Business Review	1746-5680	2006
South Asian Journal of Business Studies	2398-628X	2017
Sport, Business and Management: An International Journal	2042-678X	2011
Strategic Direction	0258-0543	2002
Strategic HR Review	1475-4398	2004
Strategy & Leadership	1087-8572	1996
Studies in Economics and Finance	1086-7376	2006
Supply Chain Management: An International Journal	1359-8546	1996
Sustainability Accounting, Management and Policy Journal	2040-8021	2010
Team Performance Management	1352-7592	1995
The Learning Organization	0969-6474	1994
The TQM Journal	1754-2731	2008
Tourism Review	1660-5373	2007
Transforming Government: People, Process and Policy	1750-6166	2007
VINE Journal of Information and Knowledge Management Systems	2059-5891	2016
World Journal of Entrepreneurship, Management and Sustainable Development	2042-5961	2010
World Journal of Science, Technology and Sustainable Development	2042-5945	2010
Worldwide Hospitality and Tourism Themes	1755-4217	2009
Young Consumers	1747-3616	2002

Emerald Library & Information Sciences eJournal Collection Titles

Journal Title	ISSN	Complimentary Access From
Aslib Journal of Information Management	2050-3806	2014
Collection and Curation	2514-9326	2018
Data Technologies and Applications prev. Program	2514-9288	2018
Digital Library Perspectives	2059-5816	2016
Global Knowledge, Memory and Communication prev. Library Review	2514-9342	2018
Information and Learning Sciences	2398-5348	2017
Information Discovery and Delivery	2398-6247	2017
Journal of Documentation	0022-0418	1997
Library Hi Tech	0737-8831	1997
Library Hi Tech News	0741-9058	1999
Library Management	0143-5124	1993
Online Information Review	1468-4527	2000
Performance Measurement and Metrics	1467-8047	2000
Reference Services Review	0090-7324	1997
The Bottom Line	0888-045X	1996
The Electronic Library	0264-0473	1999

SCHEDULE 2 FEE(S)

Product Name	2021	2022	2023
Emerald Management eJournal Portfolio	EUR 104,564	EUR 104,564	EUR 106,655
Emerald Library & Information Sciences eJournal Collection			

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<p>MEMBERS</p> <p>CSUC office</p> <p>CSUC (Office) 193.146.115.64-127 192.94.163.1-254</p> <p>CSUC MetaLib/SFX server 84.88.0.62 84.88.0.131</p> <p>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)</p> <p>CSUC Proxy (authorised users only) 84.88.0.21 84.88.0.198</p> <p>CSUC (Discovery service-PQ) 84.88.14.141</p>
<p>BIBLIOTECA DE CATALUNYA</p> <p>BIBLIOTECA DE CATALUNYA 84.88.64.64/95 52.211.140.232 (IP SIERRA)</p>
<p>UNIVERSITAT OBERTA DE CATALUNYA</p> <p>UNIVERSITAT OBERTA DE CATALUNYA. Biblioteca Virtual 213.73.32.0-213.73.41.255 (Range) 154.59.124.223 52.212.237.37</p>
<p>UNIVERSITAT AUTÒNOMA DE BARCELONA</p> <p>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.*</p>

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 DE BARCELONA

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 DE GIRONA

UNIVERSITAT DE GIRONA. Biblioteca
 84.88.128-162.*

 5.198.137.235 (Open Athens)
 52.31.199.201 (IP SIERRA)

UNIVERSITAT DE LLEIDA

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)

<p>UNIVERSITAT JAUME I</p> <p>UNIVERSITAT JAUME I. Biblioteca 150.128.(1-98). (0-255) 150.128.(100-255).(0-255)</p>
<p>UNIVERSITAT RAMON LLUL</p> <p>UNIVERSITAT RAMON LLULL Blanquerna: 84.88.226.0/24</p> <p>Blanquerna Wifi Eduroam: 90.161.45.25 90.161.45.26 90.161.45.27 90.161.45.28 90.161.45.29 90.161.45.30</p> <p>ESADE: 84.88.228.0/24 84.76.255.0/24</p> <p>ESADE (wifi sc): 90.160.40.54 90.160.40.86</p> <p>IQS: 84.88.229.0/23</p> <p>HTSI: 84.88.231.0/24</p> <p>La Salle: 84.88.232.0/22</p> <p>Rectorat: 84.88.236.0/24 84.88.237.0/24 84.88.238.0/24 84.88.239.0/24 84.88.240.0/24 84.88.241.0/24 84.88.242.0/24 84.88.243.0/24 2.139.173.85</p>

FESTS Pere Tarrés:

84.88.225.0/24

213.96.49.236

FESTS Pere Tarrés (aula): 2.139.180.3

Observatori de l'Ebre: 185.13.76.78

Fac. de Filosofia - Biblioteca P. Episcopal:

217.126.82.25

83.61.6.252

85.50.161.23

85.50.161.195

IUSM Vidal i Barraquer:

88.2.242.187

62.14.242.114

213.98.58.43

ESADE. Acceso remoto (WAM): 34.240.134.176

Blanquerna. Acceso remoto (WAM): 34.240.128.201

HTSI. Acceso remoto (WAM): 34.240.125.252

FESTS Pere Tarrés. Acceso remoto (WAM): 34.240.133.84

IQS. Acceso remoto (WAM): 34.242.100.85

La Salle. Acceso remoto (WAM): 34.249.184.226

Fac. Filosofia - Biblioteca P. Episcopal. (Acceso remoto (WAM):

34.251.227.210

IUSM Vidal i Barraquer. Acceso remoto (WAM): 34.253.74.112

Institut Borja de Bioètica. Acceso remoto (WAM): 34.252.187.249

Servidor Sierra: 52.213.187.53

Discovery URL (Encore Duet): 52.31.157.204

Discovery SSO (single Sign on): 52.208.207.135

UNIVERSITAT ROVIRA I VIRGILI

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 POMPEU FABRA

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)