



EMERALD PUBLISHING LIMITED CONSORTIUM SALES AGREEMENT

COMMERCIAL TERMS

CUSTOMER DETAILS

Name of Consortium Representative:	CSUC Consortium (CSUC Consorci de Serveis Universitaris de Catalunya)
Agreement Date:	31 January 2024
Territory:	Spain
Address:	Consorci de Serveis Universitaris de Catalunya Gran Capita, 2. Edifici NEXUS Despatx 403 Barcelona E-08034

PRODUCT NOTES

For additional information about your Product(s) see: [Journals](#); [Books](#); [Cases](#); [Resources for Discovery](#). Product Lists are reviewed on an annual basis and may be altered on next subscription renewal.

Complimentary access to previous editions is available with subscriptions, at the discretion of the Publisher. Products comprising Backfiles or archives are dependent on availability of content (any date ranges provided are for guidance only).

Please speak to your Emerald sales contact for more information.

PRODUCT DETAILS

The parties acknowledge that the Consortium Members, Fees, Products and Subscription Periods are as set out in Annex 1 - Product Details, which, for the avoidance of doubt, shall form part of these Commercial Terms. References in the General Terms and Conditions to the 'Commercial Terms' shall include reference to Annex 1 – Product Details.

SPECIAL CONDITIONS

The Parties agree that clause 11.7 of the attached General Terms and Conditions shall be amended to state: "This Agreement is for the benefit of Licensee and Publisher and not for the benefit of any third party and no third party shall have any right to enforce this Agreement."

The Parties agree that clause 11.8 of the attached General Terms and Conditions shall be amended to state: "This Agreement 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 and the parties submit to the non-exclusive jurisdiction of Spain."

Gold Open Access Terms

Definitions

Eligible Author: means corresponding authors whose primary affiliation is with a Consortium Member as stated in the Eligible Content.



Eligible Content: means content that is accepted for publication by the Publisher in accordance with the applicable acceptance criteria (including editorial and peer review standards).

Journal Fees: means the part of the Fees attributable to journal subscriptions.

Voucher: means a voucher representing prepaid article processing charge where one voucher redeems one item of Eligible Content.

1. In consideration of the Fee, the Publisher will issue 26 Vouchers for 2024, for redemption by Eligible Authors.
2. The Vouchers expire after the period stated and cannot be used in subsequent periods.
3. Eligible Authors may redeem Vouchers:
 - 3.1. In any Publisher subscription journal supporting Gold Open Access options on www.emerald.co.uk/insight that their affiliated Consortium Member has subscribed to in the period in which the Vouchers remain redeemable pursuant to the terms of this Agreement; or
 - 3.2. In any Emerald Gold Open Access Journal available as at the date of this Agreement or, subject to the Publisher's sole discretion, any future Emerald Gold Open Access Journal procured or otherwise made available by the Publisher from time to time.
4. The Publisher shall inform Eligible Authors about the availability of Vouchers following article acceptance and will allocate to Eligible Content on a first come first served basis.
5. A condition of redemption is that the Eligible Authors must agree that, and grant all necessary rights to enable, the Eligible Content 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 the Publisher). Authors may deposit Eligible Content published under these licences on any webpage, subject to full attribution and with zero embargo.
6. The Publisher will identify Eligible Authors following acceptance of Eligible Content for publication using industry standard methods of identifying affiliation, including Ringgold ID. The Parties acknowledge and agree that nothing in this Agreement, in particular but not limited to the definition or identification of an Eligible Author, affects how the affiliation of the author or Eligible Author is stated in the published article, which will be determined by the Publisher's policy from time to time.
7. If the Publisher allocates a Voucher to Eligible Content that was not authored by an Eligible Author, it will add a Voucher to the remaining balance following notification from the Consortium Member. For the avoidance of doubt, the Eligible Content will remain published on the open access licence that was applied at publication.
8. If the Publisher fails to identify an Eligible Author (the author having provided affiliation information) and Eligible Content is published without the use of a Voucher and the Eligible Author requests rectification, the Publisher will allocate a Voucher to the Eligible Content and publish it under a Creative Commons Attribution 4.0 International (CC BY 4.0) licence but will have no obligation to refund any article processing charges.
9. The Parties agree that Vouchers shall be applied retrospectively and therefore the Eligible Content of an Eligible Author that was published prior to the date that this Agreement was entered into but within a period that Vouchers are available under this Agreement, will be allocated a Voucher and published on Creative Commons Attribution 4.0 International (CC BY 4.0) licence subject to the Eligible Author's approval. The Publisher will have no obligation to refund any article processing charges already received prior to the date this Agreement was entered into.
10. The Publisher will, subject to the Consortium Member requesting access to such information as detailed below, make available to the Consortium Member information about Eligible Content from Eligible Authors for the period 01 January 2024 to 31 December 2024. The information shall include (if applicable):

DOI

Journal Title

Article Title



Eligible Author name and email address
 Eligible Author affiliation
 Date of acceptance
 Published Date
 Agreement Date
 Voucher reject reason
 OA licence type
 OA status
 Grant number
 eISSN
 Article Type
 Paid Charges
 Retrospective OA
 Number of Vouchers available and number of Vouchers remaining

Green Open Access Terms

The Publisher provides all its journal authors or book chapter authors the option to make their research immediately and openly available upon official publication, free from payment in specified locations in accordance with its policy available at <https://www.emeraldgrouppublishing.com/products/open-research-emerald/our-openresearch-policies#green>.

EMERALD AUTHORISATION

Emerald authorisation:	Shariq Mumtaz Mr 31 January 2024 DocuSigned by: 86A9E82EB16D456...
For and on behalf of Emerald Publishing Limited, Floor 5, Northspring, 21-23 Wellington Street, Leeds, LS1 4DL ("the Publisher").	

CONSORTIA AUTHORISATION

On behalf of CSUC Consortium (CSUC Consorci de Serveis Universitaris de Catalunya) ("the Consortium Representative") and the Consortium Members, I accept these Commercial Terms, together with the attached General Terms and Conditions and any Schedules.	
	Ms. Olga Lanau i Rami DG 02 February 2024 DocuSigned by: FC8974C3D1134D7...



GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** In this Agreement, the following terms shall have the following meanings:

Agreement: these General Terms and Conditions, together with any agreed Commercial Terms, and any Schedules or other documents referred to therein;

Authorised Users: individuals, based within the Territory, who have been properly authorised by the Consortium Members to access the Licensed Materials via the Secure Network;

Commercial Terms: the commercial terms for the supply of the Licensed Materials to the Consortium Members, agreed between the parties from time to time;

Consortium Members: means the consortium member institutions as detailed in the Commercial Terms;

Consortium Representative: means the Consortium Members' representative as detailed in the Commercial Terms;

COUNTER: Counting Online Usage of Networked Electronic Resources;

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

Fee: the fee for the Licensed Materials, as set out in the Commercial Terms;

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

Licensed Materials: means the content comprised in the relevant Products, and, where applicable, as detailed in the Schedule(s);

Product: the product(s) purchased by the Consortium Members from the Publisher, as detailed in the Commercial Terms;

Product Lists: means the information provided about the Licensed Materials comprised in each Product offered by the Publisher including indicative lists and resources for discovery;

Publisher: Emerald Publishing Limited;

Secure Network: the network owned or controlled by the Consortium Member via which Authorised Users access the Licensed Materials;

Subscription Period: for Products that are purchased on subscription, the period from the subscription start date to the subscription end date, as detailed in the Commercial Terms; and

Territory: as detailed in the Commercial Terms.

2. PRODUCTS AND LICENCE

- 2.1. In consideration of the Fee(s), the Publisher grants to the Consortium Members 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 Agreement. 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. The Consortium Members shall not be entitled to access content added following the end of the Subscription Period unless and until Commercial Terms are agreed between the parties for a new or extended Subscription Period.
- 2.3. For Products purchased on a non-subscription (transactional) basis, the Licensed Materials comprise content included in the Product and/or for the period specified in the Commercial Terms only.
- 2.4. The Publisher 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, privacy, publicity or other intellectual property right, or which is defamatory, obscene, unlawful or otherwise objectionable. If the withdrawal represents more than 10% of the Licensed Materials of any particular Product, the Publisher shall give written notice of such withdrawal 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.
- 2.5. Where stated in the Commercial Terms, Publisher shall provide access in perpetuity for Authorised Users to Licensed Materials (for Products purchased on a subscription basis, this is in respect of the Product's content published and paid for during the relevant Subscription Period). Access in perpetuity will be provided either through the Secure Network or from the archive described in clause 6.2. If no right of access in perpetuity is granted, the Consortium Members' right to access (and to give Authorised Users access to) the Licensed Materials will terminate at the end of the relevant Subscription Period (or other access period as specified in the Commercial Terms).
- 2.6. The perpetual access right described in clause 2.5 is subject to the terms of this Agreement and Publisher may terminate this arrangement if either (a) the Consortium Representative and/or any Consortium Member is in breach of any terms; or (b) the Publisher no longer has the right to grant such access to the Consortium Members (in which case termination of the perpetual access right shall be for the affected part of the Licensed Materials only).
- 2.7. Product Lists are maintained on the Publishers website at:

Journals
(<https://www.emeraldgroupublishing.com/products/journals/discover-our-ejournal-collections>),
Books
(<https://www.emeraldgroupublishing.com/products/book/discover-our-ebooks>),
Cases
(<https://www.emeraldgroupublishing.com/products/case-studies/discover-our-ecase-collections>),
ICE Publishing
(www.icevirtuallibrary.com/page/librarians/currentproducts/journals/complete-engineering-collection),
Resources for Discovery
(<https://www.emeraldgroupublishing.com/how-to/librarians/toolkit/resources-discovery>),

- 2.8. Complimentary archive access may be provided with a Subscription at the discretion of the Publisher and content comprised in any such archives may be removed or substituted from time to time on reasonable notice from the Publisher to the Consortium Members. The Consortium Members' complimentary



access to archives will cease on expiry of the relevant Subscription Period.

3. FEE AND PAYMENT

- 3.1. The Publisher shall submit its invoice(s) for the Fee directly to the Consortium Representative. The Publisher shall not submit invoices earlier than one month before the period that the Fee relate to. Unless otherwise agreed in the Commercial Terms, invoices will not charge for periods longer than one year.
- 3.2. Unless otherwise stated in the Commercial Terms, the Consortium Representative shall pay the Fee to the Publisher on behalf of the Consortium Members within 30 days of receipt of the Publisher's invoice.
- 3.3. For the avoidance of doubt, the Fee shall be exclusive of any sales, use, value added, non-recoverable, withholding or other taxes and the Consortium Representative shall be liable for any such taxes in addition to the Fee.
- 3.4. If the Consortium Representative fails to make payment in accordance with this Agreement the Publisher shall be entitled, in addition to any unpaid amount, to interest on that amount (accruing on a daily basis from the final date for payment until the date of actual payment). Such interest shall be calculated using the Bank of England base rate which is current at the date the payment became overdue.

4. PERMITTED USES

- 4.1. Subject to payment of the Fee, the Consortium Members 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, case or chapter being part of the Licensed Materials by post or secure electronic transmission, 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 (i) each incorporated item shall carry appropriate acknowledgement of the source, title, author of the extract and the name of the Publisher; and (ii) such copies are destroyed or permanently deleted when no longer required for such use.
- 4.2. Subject to payment of the Fee, 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 of the Licensed Materials 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.

- 4.3. Nothing in this Agreement shall in any way exclude, modify or affect any of the Consortium Members' statutory rights under copyright laws.
- 4.4. All rights in and to the Licensed Materials not expressly granted to the Consortium Members or Authorised Users under this Agreement are reserved to the Publisher and its licensors.

5. PROHIBITED USES

- 5.1. Neither the Consortium Members nor the Authorised Users may:
 - (a) use all or part of the Licensed Materials for any commercial or business purpose; with the exception of (i) recovery of costs from Authorised Users; and (ii) 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 the Publisher'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 Agreement;
 - (d) download or distribute any part of the Licensed Materials on any electronic system or network, including without limitation the internet and the world wide web, other than the Secure Network, except where otherwise expressly permitted by this Agreement;
 - (e) prepare, publish or distribute works which combine the Licensed Materials with any other material, except as otherwise permitted in this Agreement; 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.

6. PUBLISHER'S OBLIGATIONS

- 6.1. The Publisher shall:
 - (a) make the Licensed Materials available to the Consortium Members 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, provide the Consortium Members with information sufficient to enable the Consortium Members to access the Licensed Materials; and
 - (c) use its reasonable endeavours to make the Licensed Materials available to the Consortium Members and to Authorised Users at all times and on a 24 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.
- 6.2. The Publisher's journal collection has been placed into long term preservation archives (including Portico, LOCKSS and CLOCKSS) and (subject to any relevant membership



requirements) the Consortium Members and Authorised Users shall be able to access the Licensed Materials via such archive(s) in the event that such Licensed Materials are permanently unavailable from the Publisher. Access to the archive(s) shall at all times be subject to the terms of this Agreement and this clause shall survive termination or expiry of this Agreement.

- 6.3. The Publisher 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 the Publisher's obligations under this Agreement.

7. CONSORTIUM REPRESENTATIVE AND CONSORTIUM MEMBER OBLIGATIONS

- 7.1. The Consortium Representative agrees to publicise the availability of the Licensed Materials to the Consortium Members.
- 7.2. The Consortium Representative will provide a copy of this Agreement to each Consortium Member and ensure, insofar as it is reasonably able, that Consortium Members observe the obligations imposed on them by the provisions of this Agreement. If, in the Consortium Representative's knowledge, a Consortium Member does not comply with any of the obligations in this Agreement, it will immediately inform the Publisher.
- 7.3. Within 30 days of this Agreement, the Consortium Representative shall provide to the Publisher all information sufficient to enable the Publisher to provide access to the Licensed Materials via the Secure Network.
- 7.4. Unless otherwise stated in the Commercial Terms, the Consortium Representative will not be permitted to extend the number of Consortium Members without the prior written consent of the Publisher.
- 7.5. The Consortium Members 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 Agreement;
 - (b) use reasonable efforts to prevent unauthorised use of the Licensed Materials and, on becoming aware of any unauthorised use or other breach of this Agreement, inform the Publisher 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 steps 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. CONFIDENTIALITY AND ANNOUNCEMENTS

- 8.1. The Commercial Terms of this Agreement are confidential and, except as permitted below or required by law, the Consortium Representative and the Consortium Members shall not disclose the same to any third party without the written permission of the Publisher.
- 8.2. The Consortium Representative and the Consortium Members consent to the Publisher providing the details of their account to the Publisher's Group Companies, associates, agents and IT

service providers, some of which are based outside of the European Economic Area, where this is necessary to provide the Products and services in connection with this Agreement.

- 8.3. The Consortium Representative and Consortium Members agree to maintain the confidentiality of any data provided to them by the Publisher relating to usage of the Licensed Materials by the Consortium Members and their Authorised Users. This data will only be used for internal analysis of usage of the Licensed Materials and will not be shared with third parties without the prior written consent of the Publisher.
- 8.4. The Publisher may publicly acknowledge that the Consortium Members are customers and the Consortium Members grant to the Publisher the right to use their names and quotations in public relations and promotional material, subject to the prior consent of the Consortium Members or the Consortium Representative on their behalf (not to be unreasonably withheld or delayed).
- 8.5. This clause 8 shall survive the termination of this Agreement.

9. WARRANTIES AND INDEMNITY

- 9.1. Each party warrants to the other that it has full power and authority to enter into and perform its obligations under this Agreement. The Consortium Representative warrants that it has the full power and authority to bind each of the Consortium Members to the terms of this Agreement.
- 9.2. The Publisher warrants to the Consortium Members that the Licensed Materials used as contemplated by this Agreement do not infringe the copyright or any other intellectual property rights of any third party and shall indemnify and hold the Consortium Members harmless from and against any direct loss (including reasonable and properly incurred legal and professional fees) arising out of any legal action taken against the indemnified party by a third party claiming such infringement. This indemnity shall not apply if the indemnified party has used the Licensed Materials in any way not expressly permitted by this Agreement.
- 9.3. The indemnity in clause 9.2 shall only apply to the extent that the indemnified party:
- (a) promptly notifies the Publisher in writing of any claim or suit relevant to the indemnity;
 - (b) where so required, allows the Publisher control over such negotiations or litigation and/or the defence or settlement of such claim or suit;
 - (c) makes no representations, admissions, agreement or settlements in relation to such claim or suit without the Publisher's prior written consent; and
 - (d) gives the Publisher all information and assistance it may reasonably require.
- 9.4. The Publisher shall not be liable to the Consortium Representative, Consortium Members or to any other person, including but not limited to Authorised Users, for any special, exemplary, indirect or consequential loss, costs, damages, charges or other expenses 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 Agreement, in particular arising out of the inability to use, or the use of, the Licensed Materials.
- 9.5. Subject to (i) clause 9.6; and (ii) in respect of the Publisher's indemnity under clause 9.2 for which aggregate liability shall be



limited to £3 million; the Publisher's aggregate liability for all claims, losses or damages arising under or in connection with this Agreement or any other agreement between the parties shall be limited to an amount equivalent to the Fee(s) received by the Publisher under this Agreement and in respect of the calendar year during which such claim, loss or damage occurred.

- 9.6. 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.
- 9.7. Except as expressly provided in this Agreement, all representations or 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 Agreement and accordingly the Licensed Materials are supplied "as is".

10. TERMINATION

- 10.1. The Publisher may terminate this Agreement by notice in writing, in full or in relation to a specified Consortium Member only, if:
- (a) Consortium Representative does not pay the Fee by the due date for payment;
 - (b) a Consortium Member or the Consortium Representative commits a material breach or commits persistent breaches of the Agreement and fails to remedy such breach or persistent breaches within thirty (30) days of being notified by the Publisher of such breach or breaches;
 - (c) a Consortium Member or the Consortium Representative becomes insolvent or becomes subject to bankruptcy, receivership, liquidation or administration.
- 10.2. The Consortium Representative may terminate this Agreement by notice in writing if:
- (a) 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 thirty (30) days of notification in writing by the Consortium Representative; or
 - (b) the Publisher becomes insolvent or becomes subject to bankruptcy, receivership, liquidation or administration.
- 10.3. In the event of termination by the Publisher pursuant to clause 10.1:
- (a) any right of perpetual access to the Licensed Materials pursuant to clause 2.5, shall immediately cease;
 - (b) the Consortium Members shall cease to provide Authorised Users with access to the Licensed Materials via the Secure Network or otherwise; and
 - (c) the Consortium Members shall destroy copies of any Licensed Materials in its possession or control and promptly provide to Publisher such evidence as it may reasonably require of compliance with this requirement.
- 10.4. In the event of termination by the Consortium Representative pursuant to clause 10.2 (a) the Publisher shall refund a proportion of any Fee that represents the paid for but un-expired part of any relevant Subscription Period.

- 10.5. In the event of termination by Consortium Representative pursuant to clause 10.2 (b), Consortium Members shall be able to access paid for Licensed Materials via the archive(s) referred to in clause 6.2 in perpetuity where such access has been granted in this Agreement (in the Commercial Terms and as referred to in clause 2.5).

- 10.6. Either party's delay or failure to perform any provision of this Agreement, as a result of circumstances beyond its control (including, without limitation, acts of third parties, terrorism, 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 Agreement and neither party shall have any liability or responsibility for failure to fulfil any obligation under this Agreement 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.

11. GENERAL

- 11.1. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, representations and agreements relating to the subject matter of this Agreement, whether oral or written.
- 11.2. Any variations to this Agreement are only valid if they are recorded in writing.
- 11.3. This Agreement may not be assigned by the Consortium Representative or any Consortium Member to any other person or organisation without the prior written consent of the Publisher.
- 11.4. 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 Agreement 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.
- 11.5. If any provision of this Agreement (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 illegal, invalid or un-enforceable provision would be valid, enforceable and legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties in the original provision.
- 11.6. 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.
- 11.7. No term of this Licence shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Licence, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 11.8. Unless otherwise stated in the Commercial Terms, this Agreement 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 England and the parties submit to the non-exclusive jurisdiction of the Courts of England.



ANNEX 1 – PRODUCT DETAILS

Product Information					
Product Name	Period		Access in Perpetuity	Fee	Consortium Member(s)
	Start Date	End Date			
Emerald Management eJournal Portfolio	01 January 2024	31 December 2024	Yes	103,508.00 EUR	1. CSUC Consortium 2. Biblioteca de Catalunya 3. Fundacio per a la Universitat Oberta de Catalunya 4. Universitat Autònoma de Barcelona 5. Universitat de Barcelona 6. Universitat de Girona 7. Universitat de Lleida 8. Universitat Ramon Llull 9. Universitat Rovira i Virgili 10. Universitat Pompeu Fabra
Emerald Library & Information Sciences eJournal Collection	01 January 2024	31 December 2024	Yes		As above.



ANNEX 2 – TITLE LISTINGS

Emerald Management eJournal Portfolio

Title	ISSN
Academia Revista Latinoamericana de Administracion	1012-8255
Accounting Research Journal	1030-9616
Accounting, Auditing & Accountability Journal	0951-3574
African Journal of Economic and Management Studies	2040-0705
Agricultural Finance Review	0002-1466
American Journal of Business	1935-5181
Annals in Social Responsibility	2056-3515
Archnet-IJAR: International Journal of Architectural Research	2631-6862
Arts and the Market	2056-4945
Asia Pacific Journal of Marketing and Logistics	1355-5855
Asian Review of Accounting	1321-7348
Asia-Pacific Journal of Business Administration	1757-4323
Baltic Journal of Management	1746-5265
Benchmarking: An International Journal	1463-5771
British Food Journal	0007-070X
Built Environment Project and Asset Management	2044-124X
Business Process Management Journal	1463-7154
Career Development International	1362-0436
China Agricultural Economic Review	1756-137X
China Finance Review International	2044-1398
Chinese Management Studies	1750-614X
Competitiveness Review	1059-5422
Construction Innovation: Information, Process, Management	1471-4175
Consumer Behavior in Tourism and Hospitality	2752-6666
Continuity & Resilience Review	2516-7502
Corporate Communications: An International Journal	1356-3289
Corporate Governance	1472-0701
Critical perspectives on international business	1742-2043
Cross Cultural & Strategic Management	2059-5794
Development and Learning in Organizations: An International Journal	1477-7282
Digital Policy, Regulation and Governance	2398-5038
Disaster Prevention and Management: An International Journal	0965-3562
Employee Relations: The International Journal	0142-5455
Engineering, Construction and Architectural Management	0969-9988
English Teaching: Practice & Critique	1175-8708
Equality, Diversity and Inclusion: An International Journal	2040-7149
EuroMed Journal of Business	1450-2194
European Business Review	0955-534X
European Journal of Innovation Management	1460-1060
European Journal of Marketing	0309-0566
European Journal of Training and Development	2046-9012
Evidence-based HRM: a Global Forum for Empirical Scholarship	2049-3983



Facilities	0263-2772
Foresight	1463-6689
Gender in Management: An International Journal	1754-2413
Human Resource Management International Digest	0967-0734
Indian Growth and Development Review	1753-8254
Industrial and Commercial Training	0019-7858
Industrial Management & Data Systems	0263-5577
Information and Computer Security	2056-4961
Information Technology & People	0959-3845
International Journal of Accounting and Information Management	1834-7649
International Journal of Bank Marketing	0265-2323
International Journal of Building Pathology and Adaptation	2398-4708
International Journal of Conflict Management	1044-4068
International Journal of Contemporary Hospitality Management	0959-6119
International Journal of Development Issues	1446-8956
International Journal of Disaster Resilience in the Built Environment	1759-5908
International Journal of Emergency Services	2047-0894
International Journal of Emerging Markets	1746-8809
International Journal of Energy Sector Management	1750-6220
International Journal of Entrepreneurial Behavior & Research	1355-2554
International Journal of Ethics and Systems	2514-9369
International Journal of Event and Festival Management	1758-2954
International Journal of Gender and Entrepreneurship	1756-6266
International Journal of Housing Markets and Analysis	1753-8270
International Journal of Innovation Science	1757-2223
International Journal of Islamic and Middle Eastern Finance and Management	1753-8394
International Journal of Law and Management	1754243X
International Journal of Lean Six Sigma	2040-4166
International Journal of Managerial Finance	1743-9132
International Journal of Managing Projects in Business	1753-8378
International Journal of Manpower	0143-7720
International Journal of Operations & Production Management	0144-3577
International Journal of Organization Theory & Behavior	1093-4537
International Journal of Organizational Analysis	1934-8835
International Journal of Pharmaceutical and Healthcare Marketing	1750-6123
International Journal of Physical Distribution & Logistics Management	0960-0035
International Journal of Productivity and Performance Management	1741-0401
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