

## NATIONAL PROVISION MASTER AGREEMENT

Agreement dated as of 9<sup>th</sup> February 2021 (the “Agreement”) between John Wiley & Sons, Inc., a New York corporation, 111 River Street, Hoboken, New Jersey 07030 (“Wiley US”, and collectively with its affiliates “Wiley”), and Swiss Academy of Medical Sciences, Maison des Académies, Laupenstrasse 7, 3001 Berne, Switzerland (the “Customer”).

### 1. DEFINITIONS

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

- 1.1. **Agreement** – This Agreement between Wiley and the Customer that sets out the terms and conditions under which Wiley will provide the Customer with access to the Electronic Products and Services subscribed to by the Customer as specified in the Appendices and Schedules signed by the parties, which are incorporated herein by reference. Each of such Appendices and Schedules is governed by the terms of this Agreement. In the event of any conflict between the terms of an Appendix, Schedule, or any Invoice Agreement Letter (or a written equivalent thereof), on the one hand and the terms of this Agreement on the other hand, the terms of the Appendix, Schedule, Invoice Agreement Letter (or written equivalent thereof) will govern.
- 1.2. **Authorized Users** - Those persons who are authorized by the Customer to have access to The Cochrane Library on Wiley Online Library (or other platforms designated by Wiley) and the Electronic Products provided that such Authorized Users are located within the geographical regions of **Switzerland** and can be specifically authenticated by Wiley for such access. Authentication will be based on Swiss national IP addresses.
- 1.3. **Customer** –The customer named above, as further defined in Schedule 1, which has authorized the signing of this Agreement, provides access via its Secure Network (Swiss IP addresses) for its Authorized Users as defined in this Agreement, and is responsible for the payments specified in the attached Appendices and for the implementation of the Agreement.
- 1.4. **Electronic Products** - All products, services and content available in Wiley Online Library (or other platforms designated by Wiley) shall be deemed included within the definition of Electronic Products. Details specific to the type of electronic products or services licensed hereunder as well as pricing and the Customer’s access rights are provided in the appropriate Appendix. These products and services are defined as follows:
- 1.5. **Intellectual Property Rights** - These rights include, without limitation, patents, trademarks, trade names, design rights, copyright (including rights in computer software), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, which may subsist anywhere in the world.
- 1.6. **Secure Network** - The network which provides access to Wiley Online Library (or other platforms designated by Wiley) for Authorized Users via the specific Customer’s authentication method and valid parameters (Swiss IP Adresses) which are covered by this Agreement and set forth in Schedule 1.
- 1.7. **The Cochrane Library** - The Electronic Product available via Wiley Online Library (or other platforms designated by Wiley) which the Customer has licensed hereunder as specified herein and as further defined in Appendix F.

### 2. ACCESS PRIVILEGES

- 2.1. Wiley grants to the Customer and its Authorized Users, during the Term as defined below, a non-exclusive, non-transferable right and license to access, via Wiley Online Library (or other

platforms designated by Wiley), the full text and other material such as datasets published online for The Cochrane Library.

- 2.2. Authorized Users will have access to all available tables of contents, article abstracts, chapter summaries and associated websites for all Electronic Products.
- 2.3. The number of the Authorized Users who may simultaneously access Wiley Online Library (or other platforms designated by Wiley) is unlimited.
- 2.4. The Customer acknowledges that the Electronic Products, Wiley Online Library, Wiley's other platforms, and the Intellectual Property Rights contained therein are protected by law. All rights not specifically licensed herein to the Customer are expressly reserved by Wiley. The contents of the Licensed Electronic Products are solely for the personal, non-commercial use of the Authorized Users.
- 2.5. All Authorized Users are bound by the Terms of Use which are available at <https://onlinelibrary.wiley.com/terms-and-conditions>. Wiley reserves the right to modify such Terms of Use as described therein.

### **3. TERMS AND CONDITIONS OF USE**

- 3.1. The rights and restrictions governing access to Wiley Online Library (and other platforms designated by Wiley) and the Electronic Products by the Customer and its Authorized Users are outlined below.
  - 3.1.a. Authorized Users may download, search, retrieve, display and view, copy and save to a Secure Network or other electronic storage media and store or print out single copies of individual articles, chapters or entries in the Licensed Electronic Products for the Authorized User's own personal use, namely scholarly, educational or scientific research or internal business use. Authorized Users may also transmit such material to a third-party colleague in hard copy or electronically, for personal use, namely scholarly, educational, or scientific research or professional use but in no case for re-sale, systematic distribution, e.g. posting on a listserv, network (including distribution through social networking websites and scholarly collaboration networks, except for those that have agreed to Wiley's Article Sharing Policy found here: <https://onlinelibrary.wiley.com/researchers/tools-resources/article-sharing> and solely in accordance therewith) or automated delivery, or for any other use. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from individual articles, chapters or other entries from the Licensed Electronic Products in the Authorized User's own scientific, scholarly and educational works such as books and articles. This right does not extend to use of material, including images or figures that are separately listed as the copyright of a third party.
  - 3.1.b. All Authorized Users have the option to create a My Profile Page, which will allow them to create data files and links to articles, chapters and entries of interest in the Licensed Electronic Products, and search criteria, which may be reused by them. In order to do so, the Authorized User will have to select and register a username and password which the Authorized User must keep confidential and not disclose to or share with anyone else.
  - 3.1.c. The Customer and its Authorized Users may create links to The Cochrane Library and other publications on Wiley Online Library (or other platforms designated by Wiley) from their Online Public Access Catalog (OPAC) records, library catalogs, link resolvers, locally hosted databases or library web pages, provided those links do not result in access

to licensed content by anyone other than Authorized Users, and are not used in connection with any paid or commercial service or for any other commercial use whatsoever. Authorized Users may search, view, and browse Licensed Electronic Products using the interface provided by Wiley. Any researcher who wants to perform TDM can contact TDM Support, email ([tdm@wiley.com](mailto:tdm@wiley.com)) to obtain further information. Automated searching, robotic searching and decompilation are strictly prohibited.

- 3.2. Except as provided in paragraph 3.1 above or with respect to material published on an open access basis, Authorized Users may not copy, distribute, transmit or otherwise reproduce, sell, or resell material from the Electronic Products; post or store such material in any form or medium in a retrieval system, network or listserv; or transmit such material, directly or indirectly, for use in any paid service such as document delivery or list serve, or for use by any information brokerage or for systematic distribution, whether or not for commercial or non-profit use, or for a fee or free of charge.
- 3.3. The Customer and its Authorized Users may not remove, obscure or modify any copyright or proprietary notices, author attribution or any disclaimer as they appear on Wiley Online Library (or other platforms designated by Wiley) and the Electronic Products. Authorized Users may not integrate material from the Electronic Products with other material or otherwise create derivative works in any medium. However, brief quotations for purposes of comment, criticism or similar scholarly purposes are not prohibited herein.
- 3.4. Authorized Users may not do anything to restrict or inhibit any other Authorized User's access to or use of Wiley Online Library (or other platforms designated by Wiley) and the Licensed Electronic Products.
- 3.5. If an Authorized User fails to abide by these Terms and Conditions of Use or other terms of this Agreement, or the Customer hosts an authentication method and parameters that have been identified as abusive or malicious, Wiley reserves the right in its sole discretion to suspend or terminate access to Wiley Online Library (and other platforms designated by Wiley) and the Licensed Electronic Products by such Authorized User or authentication method and parameters immediately without notice, in addition to any other available remedies. Except in the case of a material breach which Wiley deems dangerous to the integrity and security of Wiley Online Library (or other platforms designated by Wiley), or for a breach which, if not immediately remedied, is likely in Wiley's opinion to continue to cause damage, Wiley shall give prior written notice to the Customer of its intention to terminate such access and shall allow the Customer and/or the Authorized User as applicable 30 days after receipt of such notice to cure the breach or agree to abide by the terms and conditions of this Agreement. The Customer shall notify Wiley when malicious credentials associated with offending authentication method and parameters have been remediated. Wiley shall immediately restore services upon notification that credentials associated with the abusive or malicious activity have been remediated.

#### **4. FEES AND CHARGES**

- 4.1. Fees and other charges for online access to the Licensed Electronic Products by the Customer and its Authorized Users, and other services provided by Wiley Online Library (or other platforms designated by Wiley), are specified in Appendices attached hereto, and will be due as set forth in the relevant invoice, including where required by law, any applicable taxes.
- 4.2. The Customer is responsible for any charges associated with accessing Wiley Online Library (and other platforms designated by Wiley) and the Licensed Electronic Products, including, but not limited to, any computer equipment, telephone or Internet connections and access software.

- 4.3. The Customer is responsible for ensuring that any third party authorized by the Customer to make payments on its behalf shall promptly pay Wiley the full amounts due under this Agreement.
- 4.4. Wiley shall annually send the Customer an Invoice Agreement Letter. Upon the Customer's signature on the Invoice Agreement Letter or written acceptance of fees via email, and payment of fees set forth therein, this Agreement shall apply, or shall renew for the period set forth in the Invoice Agreement Letter. Except as specifically set forth in the Invoice Agreement Letter or written acceptance via email as set forth above, the terms and conditions of this Agreement (including updated Appendices) shall continue to apply.
- 4.5. Wiley may issue the relevant invoice for online access to the Licensed Electronic Products through Wiley US or any of its Wiley Affiliates.

## 5. **MUTUAL OBLIGATIONS**

- 5.1. Wiley will:
  - 5.1.a. make reasonable efforts to ensure uninterrupted online access to and continuous availability of The Cochrane Library to Authorized Users in accordance with this Agreement, and to restore access to The Cochrane Library as promptly as possible in the event of an interruption or suspension of the Wiley Online Library (or other platforms designated by Wiley) service which is not attributable to any third-party service provider over which Wiley has no control (e.g., an Internet or telecommunications service provider);
  - 5.1.b. provide the Customer with a contact e-mail address in case of technical problems. Currently, the e-mail address is [cal@wiley.com](mailto:cal@wiley.com).
  - 5.1.c. provide four times a year monthly aggregate usage statistics to the Customer about the use of The Cochrane Library by the Customer's Authorized Users, consistent with applicable privacy laws and confidentiality requirements.
- 5.2. The Customer will:
  - 5.2.a. take all reasonable measures to inform Authorized Users of the Terms and Conditions of Use governing access to Wiley Online Library (and other platforms designated by Wiley) and to emphasize to such Authorized Users the need to comply with whatever restrictions on access, use, reproduction and transmission are included therein;
  - 5.2.b. undertake reasonable measures for remediating all issues uncovered and for terminating any unauthorized access of which it has actual notice or knowledge;
  - 5.2.c. provide Wiley with information in Schedule 1 about the Customer's specific authentication method and valid parameters, if any which can be used by Wiley to authenticate Authorized Users.
  - 5.2.d. use all reasonable efforts to monitor compliance with the Terms and Conditions of Use and promptly notify Wiley of any copyright infringement or unauthorized usage of the Electronic Products, which comes to the Customer's attention; and cooperate fully with Wiley in the investigation of such infringement or unauthorized use and in any action, which Wiley takes to enforce its copyright and other Intellectual Property Rights, at Wiley's expense. Notwithstanding the above, the Customer will not be responsible for such unauthorized use which is without the express or implied consent of the Customer, provided that the Customer has taken reasonable steps to prevent such misuse and, upon

learning of it, uses all reasonable efforts to ensure that such activity ceases, and notifies Wiley promptly of any such breach or infringement.

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

## **6. PRIVACY AND DATA PROTECTION POLICY**

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

## **7. TERM AND TERMINATION**

- 7.1. The Term of this Agreement commences on 1<sup>st</sup> January 2021 and ends on 31<sup>st</sup> December 2024.
- 7.2. Wiley may terminate access to Wiley Online Library (or other platforms designated by Wiley) by an Authorized User who breaches Wiley's Terms and Conditions of Use or infringes the copyright or other Intellectual Property Rights in the Electronic Products, Wiley Online Library, or any other Wiley platform, and the Customer shall assist Wiley as necessary.
- 7.3. Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and fails to cure such material breach, provided that the non-breaching party shall give written notice of its intention to terminate and shall allow the breaching party 60 days after receipt of such notice to remedy the breach.
- 7.4. During the term of each applicable Appendix, the Customer may license additional Electronic Products under such Appendix and this Agreement. If the Term of the Agreement as set forth in paragraph 7.1. is extended, the term of the applicable Appendix will be automatically extended to run concurrently with the Term of this Agreement in order to allow the Customer to continue to license additional products under such Appendix in subsequent years. Notwithstanding anything to the contrary, the Appendix term may never exceed the Term of the Agreement.

## **8. WARRANTY AND DISCLAIMERS BY WILEY**

- 8.1. Wiley represents and warrants that it has the right and authority to make the Licensed Electronic Products available to the Customer and its Authorized Users pursuant to the terms and conditions of this Agreement and that, to the best of Wiley's knowledge, the Licensed Electronic Products do not infringe upon any copyright, patent, trade secret or other proprietary right of any third party.
- 8.2. Wiley Online Library (and other platforms designated by Wiley) and the Electronic Products may provide Authorized Users with links to third-party websites. Where such links exist, Wiley disclaims all responsibility and liability for the content of such third-party websites. Authorized Users assume sole responsibility for the accessing of third-party websites and the use of any content on such websites.
- 8.3. Except for the warranties provided by Wiley in paragraph 8.1 above,

- 8.3.a. WILEY ONLINE LIBRARY, OTHER PLATFORMS DESIGNATED BY WILEY, AND THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;
  - 8.3.b. THE USE OF THE ELECTRONIC PRODUCTS, WILEY ONLINE LIBRARY, OTHER PLATFORMS DESIGNATED BY WILEY, AND ALL MATERIALS IS AT THE AUTHORIZED USER'S OWN RISK;
  - 8.3.c. ACCESS TO WILEY ONLINE LIBRARY, OTHER PLATFORMS DESIGNATED BY WILEY, AND THE ELECTRONIC PRODUCTS MAY BE INTERRUPTED AND MAY NOT BE ERROR FREE; AND
  - 8.3.d. NEITHER WILEY NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING WILEY ONLINE LIBRARY, OTHER PLATFORMS DESIGNATED BY WILEY, THE ELECTRONIC PRODUCTS, OR THE MATERIALS CONTAINED IN SUCH PLATFORMS, SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE AUTHORIZED USER'S USE OF OR INABILITY TO USE WILEY ONLINE LIBRARY, OTHER PLATFORMS DESIGNATED BY WILEY, THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN.
- 8.4. Wiley shall indemnify and hold the Customer harmless from and against any damages, costs and fees (including reasonable attorney's fees) resulting from any judgment against the Customer arising out of the claim of a third party that Wiley's license of the Licensed Electronic Products or the Customer's use thereof constitutes an infringement of any copyright, patent, trade secret or other proprietary right of any such third party. This indemnity shall survive termination of the Agreement for two years. This indemnity shall not apply if the claim involves content which has been modified or used in a manner not permitted under this Agreement or if the Customer has failed to comply with other material terms of this Agreement.
- 8.5. The Customer shall give prompt notice of an infringement claim to Wiley, shall provide such cooperation and assistance to Wiley as is reasonably necessary to defend the claim, and shall allow Wiley to have the sole control of the defense, provided, however, that the Customer retains the right to participate in the defense at its own expense.

## **9. CONFIDENTIALITY PROVISIONS**

- 9.1. While negotiating this Agreement and during the Term thereafter, Wiley may provide the Customer with certain information, which may be oral or written (including information in electronic format), which is deemed confidential. For the purposes of this Agreement, Confidential Information is defined to include, but is not limited to, the terms and conditions of this Agreement that have been negotiated, such as financial terms, the substance of all negotiations relating thereto, all information pertaining to Wiley Online Library (and other platforms designated by Wiley) which is proprietary to Wiley, and any other material which has either been marked "confidential" by Wiley or which, by the nature of the circumstances surrounding the disclosure, would be understood to be confidential by a reasonable party.
- 9.2. The Customer may only use Confidential Information for the purposes of negotiating and implementing this Agreement. The Customer agrees to take reasonable care to protect the Confidential Information from disclosure to third parties and to limit disclosure of the Confidential Information to those employees or contractors of the Customer including affiliates of the Customer

who have a need to know in connection with this Agreement, and who have been made aware of, and agree to abide by, these restrictions. When disclosure is legally mandated, the parties will use, whenever possible, a version of the Agreement without Confidential Information.

- 9.3. A redacted version of the Agreement may be made public 30 days after the last day on which it has been duly executed by both parties, and all fees paid by each Customer will be kept confidential and redacted from any public disclosure.

## **10. GENERAL PROVISIONS**

- 10.1. Wiley may assign this Agreement to its successors, subsidiaries or assigns. This Agreement may not be assigned by the Customer except with the prior written consent of Wiley.
- 10.2. This Agreement shall be construed and interpreted pursuant to the laws of the State of New York, without regard to such State's conflict of law rules.
- 10.3. Any legal action, suit or proceeding arising out of or relating to this Agreement or the breach thereof must be instituted in a court of competent jurisdiction in New York County in the State of New York and each party hereby consents and submits to the personal jurisdiction of such court, waives any objection to venue in such court and consents to the service of process by registered or certified mail, return receipt requested, at the last known address of such party.
- 10.4. In the event of a material breach of the terms and conditions of this Agreement by either party, the non-breaching party will be entitled, in addition to any other remedies available pursuant to this Agreement or at law, to equitable, including injunctive, relief.
- 10.5. Notwithstanding any other term in this Agreement, neither Party's delay or failure to perform any provision of this Agreement due to circumstances beyond its control (including, without limitation, war; civil disorder; strike; flood; fire; storm; accident; terrorism; governmental restriction; infectious disease; epidemic; pandemic; public health emergency; embargo; power, telecommunications or Internet failures; damage to or destruction of any network facilities; the enactment of any law, executive order, or judicial decree; or any other circumstance beyond a Party's control whether similar or dissimilar to the foregoing) ("Force Majeure") will be deemed to be, or to give rise to, a breach of this Agreement. The Party claiming Force Majeure will provide written notice of the circumstances (where possible) and will be entitled to a reasonable extension of time for performing such obligations. Where Wiley is claiming Force Majeure, Wiley will be entitled to implement a reasonable alternative where practical under the circumstances and if its inability to perform continues for more than 30 days or it is inadvisable or commercially impractical to perform due to Force Majeure, Wiley may terminate the Agreement without penalty or charge, on written notice, and Wiley's performance will be fully excused.
- 10.6. Any notice, request, statement or other communication to be given hereunder to any party must be in writing addressed to Wiley at the address on page one, attention Executive Vice President, and to the Customer's Agreement Administrator at the address on Schedule 1, or mailed or delivered to such other address as each party may designate by notice given in like manner, and any such notice, request, statement or other communication, will be deemed to have been given when received, except that if mailed by registered or certified mail, return receipt requested, or delivered by overnight courier service, it will be deemed to have been given when mailed as aforesaid or when delivered.
- 10.7. This Agreement constitutes the complete understanding of the parties and supersedes all prior understandings between the parties with respect to the subject matter of this Agreement. No modification, amendment, or waiver of any provisions will be valid unless in writing and executed

by the parties. Any waiver in one or more instances by either of the parties of any breach by the other of any terms or provisions contained in this Agreement will not be considered a waiver of any succeeding or preceding breach. In the event that any paragraph of this Agreement is determined to be void or unenforceable, the remainder of the Agreement will survive.

- 10.8. In the event that this Agreement is executed in English and in a translated version, each party acknowledges that it has reviewed both language versions and that they are substantially the same in all material respects. If there is any inconsistency between these two versions, the English language version will prevail.

**AGREED AND ACCEPTED  
SWISS ACADEMY OF MEDICAL SCIENCES**

**JOHN WILEY & SONS, INC.**

## **SCHEDULE 1 - CUSTOMER INFORMATION**

**Name of the Customer:**

Swiss Academy of Medical Sciences (SAMS)

**Country or Region:**

Switzerland

**Customer's Population Count:**

**8.6 million inhabitants (2019)**

**Agreement Administrator:**

**Customer's Technical Contact:**

## APPENDIX F – THE COCHRANE LIBRARY

Customer: Swiss Academy of Medical Sciences

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

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

2. **Fees:** The Cochrane Library Fees may be calculated based on a calculation of national or regional population.

<b>The Cochrane Library</b>
Cochrane Database of Systematic Reviews (CDSR; contains Cochrane Systematic Reviews and Cochrane Methodology Reviews)
Cochrane Central Register of Controlled Trials (CENTRAL; Clinical Trials)
Cochrane Clinical Answers (CCA)

<b>Year</b>	<b>Fee p.a.</b>
<b>2021</b>	US\$193,000
<b>2022</b>	US\$196,860
<b>2023</b>	US\$200,797
<b>2024</b>	US\$204,813

3. **Fee Increase Cap:** 2%.

4. **Appendix Term:** 1<sup>st</sup> January 2021 through 31<sup>st</sup> December 2024.

4.1. During the Appendix Term, the Customer may license additional products under this Appendix and the Agreement. The Appendix Term may never exceed the term of the Agreement as set forth in Paragraph 7.1.