

ENHANCED ACCESS MASTER AGREEMENT

Agreement with Wiley internal number 41871 dated as of January 1, 2024 (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 World Federation of Science Journalists (WFSJ), 4388 Rue Saint-Denis Suite 200, Montréal, Québec (Canada) H2J 2L1 (the “Customer” or “WFSJ”).

1. DEFINITIONS

The following terms have the meaning as set forth below:

- 1.1. **Agreement** means this Agreement with Wiley internal number **41871** between Wiley and the Customer including the Appendices and Schedules, which are incorporated herein by reference or signed by the parties and 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** means those persons who are authorized by the Customer to have access to the Licensed Electronic Products and fit into one or more of the below categories:
 - 1.2.a. **World Federation of Science Journalists (WFSJ)** and its subsidiaries and affiliates worldwide,
 - 1.2.b. Scientific and support staff currently employed by such entities, and
- 1.3. **WFSJ** means the **World Federation of Science Journalists**, which is authorized to negotiate and enter into this Agreement on behalf of its Customers and is responsible for the payment of all fees and for the implementation of this Agreement.
- 1.4. **Customer** means each participating Customer listed in Schedule 1 (individually, and collectively, as the context may require) which has authorized the signing of this Agreement, provides access via its Secure Network for its Authorized Users as defined in this Agreement as well as the WFSJ signing on their collective behalf. Neither WFSJ nor Customer may extend access through the Customer’s Secure Network, to partners, joint ventures and affiliates not specified in Schedule 1, except with the prior written consent of Wiley and appropriate amendments to this Agreement.
- 1.5. **Electronic Products and Services** means all products, services, and content available in Wiley Online Library . Details specific to the type of electronic products or services licensed hereunder as well as fees and the Customer’s access rights are provided in the appropriate Appendix.
 - 1.5.a. **Licensed Electronic Products** means the electronic (online) editions of Wiley publications and the content therein, which the Customer has licensed hereunder as specified herein and in the appropriate Appendices.
- 1.6. **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. All rights not specifically licensed herein to the Customers are expressly reserved by Wiley. The Licensed Electronic Products are solely for the personal, non-commercial use of the Authorized Users.
- 1.7. **Secure Network** means the network which provides access to Wiley Online Library for Authorized Users via the specific Customer’s authentication method and valid parameters which are covered by this Agreement and set forth in Schedule 1. Except in the case of

written request from the Customer to the contrary, in addition to the methods set forth in Schedule 1, Wiley will enable Federated authentication through Shibboleth Federation and OpenAthens using Customer's access federation and entity ID if such information is available to Wiley.

- 1.8. **Wiley Online Library** means the online service (or any successor thereto) or other platform available from or designated by Wiley including all products, services and features offered via the service. Certain products and services under this Agreement may be delivered from other platforms as noted in the Appendices. The terms and conditions hereof are equally applicable to those products and services.

2. ACCESS RIGHTS

- 2.1. **General Access Right.** 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, the full text and other material such as datasets published online for the Licensed Electronic Products as listed in the Appendices attached hereto as may be amended from time to time on the Terms and Conditions of Use described below.
 - 2.1.a. Wiley will provide each Member association with a login and password to access Wiley Online Library. Each password will be valid from January 1, 2024 to 31 December 2026. Thereafter, a new password will be issued for each calendar year during the Term. Authorized Users must not share their login details with any other media organization or association
- 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. **Unlimited Concurrent Users.** The Customer grants access to Wiley Online Library, and to the Licensed Electronic Products only to Authorized Users as defined herein. The number of the Authorized Users who may simultaneously access Wiley Online Library is unlimited.
- 2.4. **Intellectual Property Rights.** 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.

3. TERMS AND CONDITIONS OF USE OF WILEY ONLINE LIBRARY AND THE ELECTRONIC PRODUCTS

- 3.1. The rights and restrictions governing access to Wiley Online Library 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. Authorized Users may also transmit such material to a third-party colleague (not including customers of the Customer) in hard copy or electronically, for personal use, namely scholarly, educational, or scientific research or professional use but in no case for the following uses: re-sale, systematic distribution, e.g. posting on a listserv, network (including distribution through social networking websites and scholarly collaboration networks (SCNs), except it is permissible to post on an SCN that has signed up to the STM sharing principles and solely in accordance therewith (see <https://howcanishareit.com>) or automated delivery, or for any other use not enumerated herein. 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 the use of material, including images or figures that are separately listed as the copyright of a third party.

- 3.1.b. Customer and Authorized Users are prohibited, without Wiley's express written permission, from (a) using or enabling generative AI Technologies to ingest, train, test, distribute, make publicly accessible, and/or generate output (including resulting from the use of artificial intelligence tools) based on the Licensed Electronic Products or any part thereof; or (b) uploading, copying, or hosting the Licensed Electronic Products or any part thereof to or for use in generative AI Technologies directly or indirectly (e.g., through the use of third-party plugins, extensions or decentralized custom chatbots associated with those AI Technologies), except where such generative AI Technologies are used locally in a self-hosted environment and do not share the Licensed Electronic Products or any part thereof with a third party.
 - 3.1.b.i. The forgoing restrictions do not apply to (a) generative AI Technologies that are used to improve spelling, grammar, and general editing, or translation tools for the purpose of personal research, provided such uses will not allow generative AI Technologies to train on or otherwise result in the training on the Licensed Electronic Products; (b) Licensed Electronic Products made available under a CC-BY license, for which the terms of the license apply (including the requirement of attribution).
 - 3.1.b.ii. The term "generative AI Technologies" means for purposes of this Agreement, software that is developed with or for the purpose of one or more machine learning techniques and approaches (including but not limited to supervised, unsupervised and reinforcement learning) and can generate outputs such as content, predictions, recommendations, or decisions influencing the environments they interact with.
 - 3.1.b.iii. Except as expressly permitted by Wiley or by statutory rights under applicable legislation, Wiley reserves all rights to make reproductions, adaptations, extractions, otherwise make use of the Electronic Products or any part thereof for TDM, artificial intelligence training, and similar technologies.
- 3.1.c. 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.
- 3.1.d. Authorized users have been informed of, and agree to abide by, the Terms and Conditions of Use set forth herein.
- 3.2. Except as provided in Section 3.1 above or with respect to material published on an open access basis, (which material is governed by the corresponding open access license), neither WFSJ, nor Customer, nor Authorized Users may 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; or integrate material from the Electronic Products with other material or otherwise create derivative works in any medium. However, brief quotations by Authorized Users for purposes of comment, criticism or similar scholarly purposes are not prohibited herein.
- 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 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 by Authorized Users for purposes of comment, criticism or similar scholarly purposes are not prohibited herein.

- 3.4. Neither WFSJ, nor Customer, nor Authorized Users may do anything to restrict or inhibit any other Authorized User's access to or use of Wiley Online Library and the Licensed Electronic Products.
- 3.5. If WFSJ, Customer or an Authorized User fails to abide by these Terms and Conditions of Use or other terms of this Agreement, or infringes Wiley's Intellectual Property Rights, or 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, the Licensed Electronic Products by such Authorized User or to terminate the 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 for a breach which, if not immediately remedied, is likely in Wiley's opinion to continue to cause damage, Wiley will give prior written notice to the Customer of its intention to terminate such access and will allow the WFSJ and/or 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 WFSJ and/or Customer must notify Wiley when malicious credentials associated with offending authentication method and parameters have been remediated. Wiley will immediately restore services upon notification that credentials associated with the abusive or malicious activity have been remediated.

4. MUTUAL OBLIGATIONS

- 4.1. In addition to the obligations set forth herein, Wiley will:
 - 4.1.a. Make reasonable efforts to ensure uninterrupted online access to and continuous availability of the Licensed Electronic Products to Authorized Users in accordance with this Agreement, and to restore access to such Licensed Electronic Products as promptly as possible in the event of an interruption or suspension of the Wiley Online Library 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).
- 4.2. In addition to the obligations set forth herein, the Customer will:
 - 4.2.a. Take all reasonable measures to inform Authorized Users of the Terms and Conditions of Use governing access to Wiley Online Library and to emphasize to such Authorized Users the need to comply with whatever restrictions on access, use, reproduction and transmission are included therein;
 - 4.2.b. Make access available to Authorized Users only through the Customer's Secure Network and using the authentication method(s) and valid parameters on Schedule 1 or other secure authentication method as described in the appropriate Appendix; undertake reasonable measures within its control to prevent access to and improper use of the Licensed Electronic Products and Wiley Online Library by unauthorized persons (including without limitation using the most current patches, regularly scanning the Secure Network for vulnerabilities, and regularly monitoring the proxy logs for unauthorized user access (such as multiple logins using the same id, high volume downloads, and tracking/blocking automated traffic)); and take responsibility for remediating all issues uncovered and for terminating any unauthorized access of which it has actual notice or knowledge.
 - 4.2.c. Provide Wiley with information in Schedule 1 about the Customer's specific authentication method and valid parameters which can be used by Wiley to authenticate Authorized Users. The Customer represents that all such authentication

method and parameters will be limited to the Customer's Secure Network and will be listed in Schedule 1 as updated from time to time. The Customer is responsible for ensuring that all specific authentication method and valid parameters on Schedule 1 or otherwise provided to Wiley correspond with the Customer's valid parameters and are limited to the physical addresses specified in this Agreement. Without limiting the Customer's obligations hereunder or Wiley's rights and remedies in the event of breach, the Customer agrees to pay Wiley, if Wiley so elects, for any access to Wiley Online Library for any Parameters that do not meet the preceding criteria.

- 4.2.d. Use all reasonable efforts to monitor compliance with the Terms and Conditions of Use and promptly notify Wiley of any infringement of its Intellectual Property Rights 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 actions, which Wiley takes to enforce its 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.
- 4.2.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.

5. PRIVACY AND DATA PROTECTION POLICY

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

6. TERM AND TERMINATION

- 6.1. The Term of this Agreement commences on January 1, 2024 and ends on December 31, 2026 (the "Term").
- 6.2. Wiley may terminate access to Wiley Online Library 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 WFSJ and/or Customer will assist Wiley as necessary.
- 6.3. 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 will give written notice of its intention to terminate and will allow the breaching party 60 days after receipt of such notice to remedy the breach.
- 6.4. 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 Section 6.1. is extended, the term of the applicable Appendices will be automatically extended to run concurrently with the Term 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.

7. WARRANTY AND DISCLAIMERS

- 7.1. 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.
- 7.2. Wiley Online Library or 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 accessing third-party websites and the use of any content on such websites.
- 7.3. Except for the warranties provided by Wiley in Section 8.1 above,
 - 7.3.a. WILEY ONLINE LIBRARY, 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.
 - 7.3.b. THE USE OF THE ELECTRONIC PRODUCTS, WILEY ONLINE LIBRARY, AND ALL MATERIALS IS AT THE AUTHORIZED USER'S OWN RISK.
 - 7.3.c. ACCESS TO WILEY ONLINE LIBRARY, AND THE ELECTRONIC PRODUCTS MAY BE INTERRUPTED AND MAY NOT BE ERROR FREE.
 - 7.3.d. NEITHER WILEY NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING WILEY ONLINE LIBRARY, THE ELECTRONIC PRODUCTS, OR THE MATERIALS CONTAINED IN THEREIN, WILL 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, THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN.
- 7.4. Wiley will 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 as expressly permitted under this Agreement constitutes an infringement of any copyright, patent, or trade secret of any such third party. This indemnity will survive termination of the Agreement for two years. This indemnity will 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.
- 7.5. The Customer will give prompt notice of an infringement claim to Wiley, will provide such cooperation and assistance to Wiley as is reasonably necessary to defend the claim, and will 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.
- 7.6. WFSJ represents and warrants that it has been granted the authority to sign this Agreement on behalf of the Customers and will compensate, indemnify, and hold Wiley harmless from and against any damages, costs and fees (including reasonable attorney's fees) as a result of such warranty being incorrect or misleading. This warranty and indemnity will survive the termination of the Agreement.

8. CONFIDENTIALITY PROVISIONS

- 8.1. 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 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.
- 8.2. 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. GENERAL PROVISIONS

- 9.1. 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.
- 9.2. This Agreement will be construed and interpreted pursuant to the laws of the State of New York, without regard to such State’s conflict of law rules.
- 9.3. 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.
- 9.4. In the event of a material breach of the terms and conditions of this Agreement by either party, the non-breaching party may be entitled, in addition to any other remedies available pursuant to this Agreement or at law, to equitable, including injunctive, relief.
- 9.5. 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.

WILEY



MEMBER ASSOCIATION SIGN UP LETTER

The member association has read and agrees to all of the below-mentioned Terms and Conditions that apply to using the Wiley Online Licence.

The member association will return a signed copy to the WFSJ office at office@wfsj.org who will forward the Wiley Account Manager. Fill in the name and acronym of the authorized member association of the WFSJ.

AGREED AND ACCEPT BY:

Name of association

Acronym

Signed by: _____

(Authorized signature of the association and official contact of the WFSJ.)

Name:

Title:

Email address:

Date: