



MEDIZINISCHE
UNIVERSITÄT WIEN

Lizenzvertrag

der Medizinischen Universität Wien

für

Verfahrensname:	Bibliothek read & publish 2026
Aktenzahl:	2502248



Inhaltsverzeichnis

1	Vertragsparteien.....	3
2	Vertragsgegenstand.....	3
3	Bereitstellung der lizenzierten Werke und des Open Access Publishings.....	4
4	Lizenzgebühr	4
4.1	Anpassung der Lizenzgebühr bei Wegfall von Inhalten.....	4
5	Haftung und Verfügbarkeit.....	5
6	Report.....	5
7	Zur Veröffentlichung berechtigte Personen.....	5
8	Vertragsdauer.....	5
9	Außerordentliche Kündigung.....	6
10	Vertraulichkeit und Datenschutz	7
11	Schlussbestimmungen.....	7
12	Unterschriften	8



Präambel

Die Auftraggeberin hat ein Verhandlungsverfahren mit vorheriger Bekanntmachung gem BVerG 2018 durchgeführt und wird auf Basis des Ergebnisses des zugrundeliegenden Vergabeverfahrens („Bibliothek read & publish 2026“; AZ: 2502248) der vorliegende Vertrag geschlossen.

Von grundlegender Bedeutung für das vorliegende Vertragsverhältnis ist, dass der Zugriff auf während der Vertragsdauer veröffentlichtes Material auch nach Ende der Vertragsdauer der Auftraggeberin weiterhin möglich ist.

1 Vertragsparteien

Der gegenständliche Lizenzvertrag wird zwischen der

Medizinischen Universität Wien

Spitalgasse 23

1090 Wien

(nachfolgend „Lizenznehmerin“ oder „Auftraggeberin“)

und der

Ovid Technologies GmbH

Leipziger Platz 7

D-10117 Berlin

(nachfolgend „Lizenzgeberin“ oder „Auftragnehmerin“)

(beide gemeinsam „Vertragsparteien“)

abgeschlossen.

2 Vertragsgegenstand

Vertragsgegenstand ist die Erbringung von Read **und ggf.** Publish Leistungen durch die Auftragnehmerin wodurch den Universitätsangehörigen der Lesezugriff auf die leistungsgegenständlichen Zeitschriften (siehe Addendum 1) **und ggf.** die Möglichkeit der Open-Access-Publikation in den leistungsgegenständlichen Zeitschriften (siehe Addendum 2) gegeben werden soll.

Der konkrete Vertragsinhalt ergibt sich aus dem zugrundeliegenden Lizenzvertrag der Auftragnehmerin (Beilage ./A) sowie ggf. dem Amendment zum Lizenzvertrag der Auftragnehmerin (Beilage ./B), dem vorliegenden Vertrag (Lizenzvertrag der Auftraggeberin) und den nachstehend aufgezählten Beilagen:

- das von der Auftragnehmerin abgegebene Angebot (**Beilage ./7**) vom 02.12.2025.
- das letztgültige Preisblatt (**Beilage ./8**) bzw das letztgültige kongruente Angebot der Auftragnehmerin
- die von der Auftragnehmerin abgegebenen Anhänge
 - Addendum 1: Read Component



- Ggf. Addendum 2: Publish Component
- die letztgültige Leistungsbeschreibung
- der Zuschlagserteilung.

Im Falle von unauflöslichen Widersprüchen gilt zunächst der vorliegende Vertrag samt seinen Verweisen auf sonstige Unterlagen, die einen integrierten Vertragsbestandteil bilden. Die übrigen Vertragsbestandteile gelten in obiger Rangordnung.

3 Bereitstellung der lizenzierten Werke und des Open Access Publishings

Die Lizenzgeberin wird die lizenzierten Werke **und ggf.** das Publishing (sowie die zugehörigen Nebenleistungen) spätestens mit dem 1.1.2026 (Bereitstellungsdatum) zur Verfügung stellen; oder zu einem späteren, in der Zuschlagserteilung genannten, Zeitpunkt.

Die Lizenznehmerin wird der Lizenzgeberin zeitgleich mit der Bekanntgabe der Zuschlagserteilung jene Informationen bekanntgeben, die für die Leistungserbringung erforderlich sind. Sollen diese Informationen unvollständig oder – für die Lizenzgeberin erkennbar – unrichtig sein, so hat sie die Lizenznehmerin unverzüglich aufzufordern die Informationen zu ergänzen und dabei konkret anzugeben, welche Informationen von der Lizenznehmerin benötigt werden.

4 Lizenzgebühr

Die Lizenzgebühr ergibt sich aus dem vom Bieter abgegebenen Angebotspreis im zugrundeliegenden Vergabeverfahren (Preisblatt des Angebots vom 02.12.2025, Beilage ./8 bzw. Angebot der Auftragnehmerin). Die darin angegebenen und im zugrundeliegenden Vergabeverfahren angebotenen Preise sind als Pauschalpreise für die gesamte Vertragsdauer 2026 - 2028 zu verstehen und sind damit alle Leistungen, welche die Lizenzgeberin aufgrund des gegenständlichen Vertrages zu erbringen hat, abgegolten; eine Wertsicherung oder sonstige Anpassung dieser Preise erfolgt daher jedenfalls nicht. Weiters wird der Lesezugang der im Reading angeführten E-Journale für den Vertragszeitraum auch in Zukunft gewährleistet (Archivrecht).

Die Rechnungsstellung erfolgt jährlich zu Beginn der Leistungsperiode.

4.1 Anpassung der Lizenzgebühr bei Wegfall von Inhalten

Die Auftragnehmerin hat der Auftraggeberin den aliquoten Anteil der Gebühren zurückzuerstatten, wenn die Rücknahme mehr als [REDACTED] der Anzahl der Titel ausmacht.



5 Haftung und Verfügbarkeit

Sofern die Lizenznehmerin inhaltliche Mängel an den lizenzierten Werken der Lizenzgeberin mitteilt, wird die Lizenzgeberin dies prüfen und – sofern sie der Ansicht ist, dass es sich um Fehler handelt – diese im Rahmen von verlagsüblichen Änderungen / Aktualisierungen beheben.

Die Lizenznehmerin hat alle üblichen Maßnahmen zu ergreifen um eine Verfügbarkeit von [REDACTED] basierend auf 365 Tagen und 24 Stunden sicherzustellen. Angekündigte Downtime (insb. aufgrund von erforderlichen Wartungszeiten im üblichen Ausmaß) und Fälle von vis major werden nicht berücksichtigt (d.h. sie vermindern die garantierte Verfügbarkeit nicht). Kommt es zu Betriebsstörungen am Server der Lizenzgeberin, welche die Verfügbarkeit von 98 % überschreiten wird die Lizenzgebühr aliquot verringert;. Sollten erhebliche Störungen auftreten, die nicht binnen einer Frist von 30 Tagen durch die Lizenznehmerin behoben werden können, so hat die Lizenznehmerin das Recht einer außerordentlichen Kündigung entweder im Hinblick auf die gesamte Leistung oder einzelne Leistungsteile. Im Falle einer Teil-Kündigung wird die Lizenzgebühr aliquot angepasst.

6 Report

7 Zur Veröffentlichung berechtigte Personen

Unter gegenständlichem Vertrag zur Veröffentlichung berechtigt sind Personen, die Angehörige der Medizinischen Universität Wien sind unabhängig davon, ob sie registrierte Benutzer:innen der Universitätsbibliothek sind.

8 Vertragsdauer

Vertragsbeginn ist der Tag der Zuschlagserteilung im zugrundeliegenden Vergabeverfahren oder der darin festgesetzte Termin.

Der Vertrag wird auf eine Dauer von drei (3) Jahren abgeschlossen. Beide Vertragsparteien verzichten während dieses Zeitraums auf das Recht zur ordentlichen Vertragskündigung.



Option 1: Die Auftraggeberin hat das Recht, den Vertrag zum Ende der Vertragsdauer einmalig um ein Monat ohne zusätzliches Entgelt zu verlängern. Eine Kündigung ist nach Ende dieser einmaligen einmonatigen Verlängerung nicht erforderlich; sondern endet der Vertrag automatisch nach Ablauf des Monats.

9 Außerordentliche Kündigung

Beide Vertragspartnerinnen sind berechtigt den Vertrag über die gegenständlichen Leistungen jederzeit aus wichtigem Grund zu kündigen. Ein wichtiger Grund zur Kündigung durch die Auftraggeberin liegt insbesondere dann vor, wenn

- auf Seiten der Auftragnehmerin Umstände vorliegen, welche die ordnungsgemäße Erfüllung des Auftrages offensichtlich unmöglich machen oder wesentliche Qualitätseinbußen erwarten lassen;
- die Auftragnehmerin ihre Befugnis zur Leistungserbringung verliert;
- durch die Auftragnehmerin Handlungen gesetzt wurden um der Auftraggeberin in betrügerischer Absicht Schaden zuzufügen;
- die Auftragnehmerin unmittelbar oder mittelbar Organen der Auftraggeberin, die mit dem Abschluss oder der Durchführung des Vertrages befasst waren / sind, den guten Sitten widersprechende Vorteile versprochen oder zugewendet bzw Nachteile unmittelbar angedroht oder zugefügt hat;
- gegen die Auftragnehmerin eine rechtskräftige Verurteilung wegen einer Verletzung des Ausländerbeschäftigungsgesetzes oder vergleichbarer Vorschriften im Ausland erfolgte und diese Verurteilung auch im den Vertrag zugrundeliegenden Vergabeverfahren einen Ausschluss zur Folge gehabt hätte;
- „die Auftragnehmerin zum Zeitpunkt der Zuschlagserteilung gemäß § 78 ABs 1 Z 1 BVergG 2018 aus dem Vergabeverfahren auszuschließen gewesen wäre.
- der Vertrag durch das zuständige Verwaltungsgericht wegen Verstößen gegen die vergaberechtlichen Bestimmungen für nichtig erklärt wird oder wenn
- der Vertrag aufgrund einer schweren Verletzung der Verpflichtungen gemäß dem AEUV, der Verordnung (EG) Nr. 1370/2007, der Richtlinie 2014/24/EU oder der Richtlinie 2014/25/EU, die der Gerichtshof der Europäischen Union in einem Verfahren nach Art 258 AEUV festgestellt hat, nicht mit dem Auftragnehmer hätte geschlossen werden dürfen.“

Im Falle der Vertragsbeendigung hat der Auftragnehmer Anspruch auf (gegebenenfalls anteilige) Vergütung der von ihm bis zur Kündigung erbrachten Leistungen. Darüber hinausgehende Ansprüche des Auftragnehmers bestehen nicht. Schadenersatzansprüche der Auftraggeberin wegen schuldhafter Vertragsverletzung bleiben hiervon unberührt. Alle Rechte und Pflichten, welche ihrer Natur nach über die Beendigung des Vertrags hinaus fortgelten sollten, gelten fort.



10 Vertraulichkeit und Datenschutz

Der:die Auftragnehmer:in verpflichtet sich zur Einhaltung sämtlicher datenschutzrechtlicher Bestimmungen (insbesondere DSGVO, DSG) sowie der ihn in diesem Zusammenhang treffenden Pflichten, zur Einhaltung (sonstiger) gesetzlicher Verschwiegenheitspflichten einerseits, sowie andererseits zur Geheimhaltung aller vertraulichen Informationen im Ausmaß der Festlegungen der bereits im zugrundeliegenden Vergabeverfahren abgeschlossenen Geheimhaltungsvereinbarung (Beilage ./3), welche einen integrierten Vertragsbestandteil darstellt.

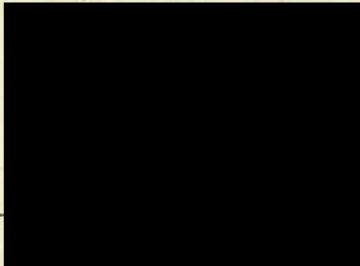
Sofern der:die Auftragnehmer:in personenbezogene Daten als Auftragsverarbeiter im Auftrag der Auftraggeberin verarbeitet, so hat der:die Auftragnehmer:in auf Aufforderung durch die Auftraggeberin einen schriftlichen Auftragsverarbeitungsvertrag vor Verarbeitung abzuschließen; im Übrigen gilt die bereits im zugrundeliegenden Vergabeverfahren abgegebene Datenschutzerklärung (Formblatt 17), welche einen integrierten Vertragsbestandteil darstellt.

11 Schlussbestimmungen

- Für allfällige Streitigkeiten aus diesem Vertrag oder die damit in Zusammenhang stehen wird die ausschließliche Zuständigkeit des sachlich zuständigen Gerichts in Wien vereinbart.
- Streitigkeiten aus diesem Vertrag oder in Zusammenhang mit diesem Vertrag oder sonstige Streitigkeiten zwischen den Vertragsparteien berechtigen den Auftragnehmer nicht die Leistungserbringung gänzlich oder teilweise einzustellen.
- Der vorliegende Vertrag unterliegt ausschließlich österreichischem Recht unter Ausschluss des UN-Kaufrechts sowie sonstiger Kollisionsnormen.
- Sollten die Bestimmungen in dem Vertrag über die Erbringung der gegenständlichen Leistungen den Bestimmungen im MLA Agreement widersprechen, gehen die Bestimmungen dieser Vereinbarung vor.
- Mündliche Nebenabreden bestehen nicht. Änderungen oder Ergänzungen dieses Vertrages können ausschließlich schriftlich vereinbart werden. Ebenso bedarf ein Abgehen von diesem Formerfordernis der Schriftform.
- Eine Auswertung oder Bekanntgabe der mit der Auftraggeberin bestehenden Geschäftsbeziehungen in Veröffentlichungen oder zu Werbezwecken ist nur mit der ausdrücklichen vorherigen schriftlichen Zustimmung der Auftraggeberin zulässig. Bei Zuwiderhandeln behält sich die Auftraggeberin die Geltendmachung von Schadenersatz vor.



12 Unterschriften



Vizektorin für Lehre
Medizinische Universität Wien

OVID Technologies GmbH
Leipzig, Berlin



Auftragnehmerin
Name in Blockschrift und Unterschrift



Ovid Technologies, Inc.
Master Subscription Agreement

This Master Subscription Agreement (the “**Agreement**”), dated as of November 13, 2023 is between Ovid Technologies, Inc. or its applicable affiliate (pursuant to Section 11.1) (“**Ovid**”) and **Medizinische Universität Wien**, having offices at Spitalgasse 23, 1090 Wien, Austria (“**Subscriber**”), and provides for Ovid to grant a subscription to Subscriber to access and use the Online Tools (as defined below), subject to the terms and conditions of this Agreement. Ovid and Subscriber are each referred to herein as a “**Party**” and collectively as the “**Parties**.”



1. DEFINITIONS.

- 1.1. “**Archives**” means the specific journal archives specified in any applicable Order.
- 1.2. “**Authorized Sites**” means the physical addresses specified in any applicable Order.
- 1.3. “**Authorized Users**” means individual users of Subscriber who are authorized to access the Online Tools subscribed to hereunder from or through the Authorized Sites in accordance with the following, as applicable based upon Subscriber’s entity type:



For purposes of this Agreement, any individual users of institutions, associations or organizations (i) related or affiliated with Subscriber, or (ii) acquired by or merged with Subscriber during the term of this Agreement, will not be deemed “Authorized Users” without Ovid’s express written consent or unless expressly provided for in any applicable Order.

- 1.4. “**Books**” means the specific editions of the electronic books specified in any applicable Order. If an Order does not specify an edition, the edition will be the current edition of the applicable electronic book as of the

Order Effective Date. Books subscriber to on a Subscription Basis, unless unavailable due to an Information Provider's terms, will include the most current edition available through Ovid. Books subscribed to on a Perpetual Access Basis only include the specific edition specified in the applicable Order.

- 1.5. **"Databases"** means the specific electronic databases specified in any applicable Order.
- 1.6. **"Documentation"** means any instructional materials relating to the Ovid Platform as provided in hardcopy or electronic form during the term of this Agreement.
- 1.7. **"Effective Date"** means the earliest date of access to any Online Tools hereunder.
- 1.8. **"Information Providers"** means content providers that have licensed to Ovid content included in one or more Online Tools.
- 1.9. **"Journals"** means the specific electronic journals specified in any applicable Order.
- 1.10. **"Online Tools"** means the Databases, Journals, Archives, Books and/or Other Content ordered by Subscriber pursuant to one or more Orders, designated as "Online Tools" on the applicable Order.
- 1.11. **"Order"** means an order form for subscribing to one or more Online Tools that Ovid and Subscriber may enter into hereunder from time to time.
- 1.12. **"Order Effective Date"** means the date on which the applicable Order was entered into by Ovid and Subscriber.
- 1.13. **"Other Content"** means the Online Tools identified as "Other Content" in any applicable Order.
- 1.14. **"Permitted Use"** means the limited purposes for which Authorized Users may use the Online Tools, specifically (i) online use of and access (search, browse and view) to the Online Tools for internal management, reference, education, research, and training purposes; (ii) using the provided "print" and "save" functionality through the Platform for limited portions of the Online Tools; (iii) for interlibrary loan ("ILL") purposes, print data obtained from searches and transmit the printed document through Subscriber's traditional ILL policies and procedures and in compliance, Section 108 of the United States Copyright Act, (iv) such other uses as may be set forth or referenced in an applicable Order. The Permitted Use for specific Online Tools may vary, and additional and/or different uses may be permitted if and to the extent specified in the applicable Order. The use of the Online Tools can be incorporated into course packs and e-reserves only through the use of Jumpstarts. For purposes of this Agreement, "Jumpstarts" shall be defined as links from Subscriber's Web pages to virtually any point within an Ovid session.

For pay-per-view ("PPV") deposit account journal article access, an Authorized User may only retain one print copy of the accessed article. The retained printed copy is for single use only and may not be redistributed for any purpose other than its original use, or if needed as support documentation for an FDA filing or other such use. The original e-format may not be downloaded and/or saved to any tangible medium. Any request other than for the original use would be deemed a separate use occasion and the Authorized User will need to access any additional copy or copies from the PPV-deposit website.
- 1.15. **"Perpetual Access Basis"** means a perpetual subscription for the applicable Online Tools.
- 1.16. **"Platform"** means, as applicable, (i) the search and retrieval application software made available to Subscriber through the Ovid online platform and any modifications, enhancements, updates, upgrades or new releases to the foregoing (the **"Ovid Platform"**); or (ii) the third party platforms made available to Subscriber to access the Online Tools and any modifications, enhancements, updates, upgrades or new releases to the foregoing (**"Other Platforms"**); provided however, that certain enhancements to the software and platforms described in (i) and (ii) may constitute separate and distinct tools for which Ovid reserves the right to charge an additional fee.

- 1.17. **"Subscription Basis"** means a subscription to the applicable Online Tools for a defined term and designated on the applicable Order as "Subscription Basis".
- 1.18. **"Subscription Fee"** means the fee for access to the Online Tools and the Platforms, as specified in the applicable Orders, including fees for Perpetual Access Basis Online Tools and fees for Subscription Basis Online Tools.
- 1.19. **"Subscription Term"** means one (1) year from the date of initial access to the applicable Online Tools, unless otherwise specified in the applicable Order.

2. SUBSCRIPTION AND ACCESS.

- 2.1. **SUBSCRIPTION TO ONLINE TOOLS.** For the Online Tools set forth in an applicable Order, in consideration of payment of the applicable Subscription Fees, Ovid hereby grants to Subscriber the non-transferable (except as set forth herein), nonexclusive, limited right to allow its Authorized Users to access and use the Online Tools specified in the applicable Order via the applicable Platform (subject to payment of any applicable Subscription Fees for access to such Platform) from or through the Authorized Sites (unless otherwise stated in the applicable Order) for the Permitted Use, subject to the terms and conditions of this Agreement. The foregoing grant is effective (i) for Subscription Basis Online Tools, only during the applicable Subscription Term, and (ii) for Perpetual Access Online Tools, on a perpetual basis.
- 2.2. **ACCESS.** Subscriber may access the Online Tools via the applicable Platforms through (i) one or more identification passwords issued by Ovid; (ii) Internet Protocol address validation; (iii) an Ovid-approved online referral link; or (iv) access code redemption by Authorized Users. Method of access to the applicable Platform may change over time. Ovid reserves the right, in its sole discretion, to alter or change Subscriber's identification passwords, if applicable, as circumstances may warrant, and Ovid will promptly notify Subscriber of the foregoing. If Authorized Users are accessing the Online Tools via Internet Protocol address validation, Subscriber warrants that the Internet Protocol addresses provided by Subscriber to Ovid will allow access to the Online Tools only by Authorized Users and no other users will be provided access through the Internet Protocol addresses. Subscriber may elect to use proxy servers to allow Authorized Users to access the applicable Online Tools remotely through the Authorized Sites. Access will also be provided to the Subscriber via single-sign-on-services (for e.g. Shibboleth). Remote access is permitted. If Subscriber elects to provide such remote access, Subscriber will strictly limit such access only to Authorized Users through a secure method of user verification. Subscriber will immediately notify Ovid if it believes unauthorized access of an Online Tool has occurred. Ovid shall grant the Subscriber one training day, for a maximum 2-hour time limit, per semester free of charge, if required. The training, if any, shall take place online.
- 2.3. **UPDATES AND DISCONTINUATION.** Ovid may update, modify, or replace the relevant Online Tools or any component, feature, service (including support) or content therein or related thereto, for any reason at any time and from time to time. Ovid reserves the right to discontinue offering access to any Online Tool. Ovid will use commercially reasonable efforts to provide advance notice of any such discontinuation. If an Online Tool is discontinued during the term of this Agreement, then Ovid will, in its discretion, either: (a) provide Subscriber with a pro-rata refund of pre-paid but unused Subscription Fees for the discontinued Online Tool, or (b) provide Subscriber with access to a tool having substantially similar functionality for the remainder of the term of the applicable Order (which substantially similar tool may be, at Ovid's discretion, an electronic copy of the discontinued Online Tool, subject to Subscriber's payment of a media, fulfillment and/or delivery fee and Subscriber's execution of an additional agreement).
- 2.4. **AUDIT.** Subscriber agrees that Ovid may audit the use of the Online Tools for compliance with this Agreement at any time, upon reasonable notice. If the audit reveals any use of the Online Tools in violation of this Agreement, in addition to any other remedies Ovid may have, either at law or in equity, Subscriber shall reimburse Ovid for all reasonable expenses related to such audit.

2.5 DISABILITIES COMPLIANCE. Ovid shall use commercially reasonable efforts to materially comply with the Americans with Disabilities Act (ADA) in a manner consistent with the Web Accessibility Initiative Web Content

Accessibility Guidelines 2.0 AA (<http://www.w3.org/WAI/guid-tech.html>). Ovid shall ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility. Ovid shall provide to Licensee a current, accurate completed Voluntary Product Accessibility Template (VPAT) to demonstrate compliance with the federal Section 508 standards (<http://www.state.gov/m/irm/impact/126343.htm>). If the Products do not comply, Ovid shall use commercially reasonable efforts to adapt the Products that will be accessed on the Ovid Platform in a timely manner and at no cost to Licensee in order to comply with applicable law.

2.6 The Licensors confirm to the Licensee that usage statistics covering the online usage of the Licensed Material covered by this Agreement will be provided individually to each Licensee. The Licensors further confirm that it shall use all reasonable endeavours to ensure that such usage statistics will adhere to the specifications of the COUNTER Code of Practice (including data elements collected and their definitions, data processing guidelines, usage report content, frequency and delivery method provided) and that the Standardized Usage Statistics Harvesting Initiative (SUSHI) Protocol will be supported. Such usage information shall be compiled in a consistent manner. In doing so the Licensors shall comply with all applicable privacy and data protection laws. The anonymity of individual users and the confidentiality of their search requests shall be fully protected.

3. PROPRIETARY RIGHTS AND USE RESTRICTIONS.

3.1. **PROPRIETARY RIGHTS.** No provision of this Agreement conveys any ownership interest to Subscriber in or to any of the Online Tools, the Platforms, or any Documentation, in whole or in part, and, except for the express rights granted in this Agreement, all intellectual property rights, including copyright, patent, trademark and trade secret, are retained by Ovid, Ovid affiliates or Information Providers, all rights reserved.

3.2. **ADDITIONAL TERMS.** Certain additional terms may apply to the Online Tools subscribed to hereunder. Such additional terms, if any, are set forth in the applicable Order. Information Providers may modify or assign additional terms and conditions, as made available to Subscriber by Ovid, from time to time, that may affect the Authorized Users' use of the Online Tools. If any such changes materially impact Subscriber's rights to use the Online Tools, the Parties will discuss an appropriate remedy in light of the circumstances.

3.3. **RESTRICTIONS ON USE.** Subscriber shall ensure that the Online Tools are accessed only by Authorized Users at or through Authorized Sites. Subscriber shall be responsible for all uses of the Online Tools by Authorized Users and the confidentiality and security of the passwords or other methods of authentication issued to Subscriber by Ovid. Subscriber shall use commercially reasonable efforts to ensure that all Authorized Users are aware of the limitations and restrictions on the use of the Online Tools. Subscriber shall not, and shall use commercially reasonable efforts to ensure that its Authorized Users shall not (a) copy or duplicate, in whole or in substantial part, any Online Tools; (b) distribute, transmit, publish, transfer or commercially exploit any Online Tool, in whole or in part; (c) incorporate any part of the Online Tools in printed or electronic course or study packs, unless expressly permitted by the Permitted Use; (d) use the Platforms or Online Tools to provide service bureau, time sharing, or similar services to third parties; (e) reverse engineer, decompile or modify any Online Tool, in whole or in part; (f) use the Platforms, the Online Tools or the information contained therein or results derived therefrom to develop any tools, products or services that could be competitive with the Platforms or any Online Tool or any other tools, products or services provided by Ovid or its affiliates; (g) alter, remove, or otherwise hinder the delivery of any copyright, disclaimer, or other proprietary notice appearing in the Platforms or the Online Tools; or (h) share or transfer any usernames or passwords.

3.4. **LEGAL ADVICE.** Ovid does not provide legal advice regarding copyright, fair use, or other aspects of intellectual property rights. Persons contemplating any type of transmission or reproduction of copyrighted material are advised to consult legal counsel.

3.5. **REPORTING.** Subscriber shall report any breach of any limitations or restrictions on the use of the Online Tools to Ovid promptly [REDACTED] after becoming aware of the facts or circumstances constituting such breach. Subscriber agrees to promptly notify Ovid of, and to provide full and prompt cooperation and assistance to Ovid with any investigation of, any Authorized User's violation or potential violation of the terms, conditions, or restrictions referenced in this Agreement.

- 3.6. **ENFORCEMENT OF RIGHTS.** Subscriber hereby grants to Ovid, Ovid's affiliates and/or Information Providers the right to enforce or assert on their own behalf the provisions of this Agreement.

4. **TERM.**

- 4.1. This Agreement will become effective upon the Effective Date and will remain in force, unless earlier terminated in accordance with the terms herein, while any Order hereunder remains in effect. If no Orders hereunder are in effect, either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party.
- 4.2. Subject to earlier termination in accordance with Section 5, (i) with respect to any Online Tools subscribed to on a Perpetual Access Basis hereunder, the applicable Order shall remain in effect in perpetuity, and (ii) with respect to any Online Tools subscribed to on a Subscription Basis hereunder, the applicable Order shall remain in effect during the Subscription Term.

5. **TERMINATION.**

- 5.1. Ovid may terminate this Agreement immediately upon written notice to Subscriber if Subscriber or any Authorized User materially breaches its obligations under any of the following sections of this Agreement: 2.1, 3.1, 3.3 or 10. Either Party (the "**Non-Breaching Party**") shall have the right to terminate this Agreement and/or any Order (a) if the other Party (the "**Breaching Party**") materially breaches any term of this Agreement and fails to cure such breach to the Non-Breaching Party's reasonable satisfaction within ten (10) days of written notice thereof from the Non-Breaching Party or (b) a Termination Event occurs with respect to the Breaching Party; provided, that the Non-Breaching Party shall have the right to immediately terminate this Agreement and/or any Order in the event of any breach by the Breaching Party that cannot be cured within such ten (10) day cure period. If Subscriber or any Authorized User is in breach of the terms and conditions of this Agreement, Ovid reserves the right to immediately suspend access to the Online Tools for any such breach without notice to Subscriber. In the event that Subscriber fails to cure any such breaches, then Ovid shall be entitled to exercise its termination rights (not subject to further cure rights) under this Agreement. "**Termination Event**" means, with respect to a Party, under the applicable bankruptcy laws or similar laws regarding insolvency or relief of debtors, (1) a trustee, receiver, custodian or similar officer is appointed for a Party's business or property, (2) a Party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors, or (3) an involuntary proceeding is commenced against a Party and the proceeding is not stayed, discharged or dismissed within 30 days of its commencement. If a Termination Event occurs with respect to Subscriber, Subscriber agrees to use its best efforts to obtain court authorization, if required, to pay any and all fees to WK and its affiliates.

5.2.

- 5.3. Except as set forth below, and subject to the survival provisions in Section 11.10, in the event of any expiration or termination of this Agreement, (a) all rights granted to Subscriber by Ovid hereunder shall immediately terminate and all access to the Online Tools shall immediately cease, and Subscriber shall, and shall cause all Authorized Users to, cease all use of the Online Tools and Subscriber shall return to Ovid or destroy all confidential information provided by Ovid to Subscriber, including all copies of the Online Tools and all portions thereof and (b) all earned and unpaid fees and expenses will become immediately due and payable to Ovid. Termination of this Agreement by Ovid pursuant to Section 5.1 will not require payment of a refund to Subscriber and will not affect (1) Subscriber's obligation to pay any fees due only for the year prior to termination of this agreement, or (2) any remedies available to Ovid by law or equity. Any termination, whether or not for breach, will not affect any right, obligation or liability of a Party for the time period prior to termination of this Agreement. On termination of this Agreement by the Subscriber for cause,

as specified above, Ovid shall forthwith refund the proportion of the Fee that represents the paid but unexpired part of the Subscription Period.

6. FEES.

- 6.1. SUBSCRIPTION FEES.** Subscriber shall pay the Subscription Fees and any applicable taxes within sixty (60) days of the date of the applicable invoice. Any amounts owed by Subscriber that are not paid when due shall be subject to late fees at a rate of the lesser of: (a) 1.5% per month and (b) the highest rate permissible under applicable law. Failure to pay all Subscription Fees and applicable taxes within such sixty (60) day period shall constitute a material breach of this Agreement by Subscriber, and Ovid reserves the right to exercise its either its termination or suspension right set forth in Section 5.1 upon any such material breach for non-payment. Subscriber acknowledges and agrees that Ovid's only preferred payment methods are via Electronic Funds Transfer (EFT) or via Automated Clearing House (ACH) transfers, and Ovid reserves the right to charge Subscriber additional processing fees for any payments made by credit card or any method other than EFT or ACH payment.
- 6.2. ADJUSTMENT FOR CHANGE.** No later than thirty (30) days following any changes with respect to the information supplied by Subscriber in any Order, Subscriber shall update the information contained in the applicable Order by notice of such changes to Ovid, including, without limitation, any mergers or acquisitions, or any additional facilities opened or acquired that should be listed as Authorized Sites. In the event that the change results in a change in fees, the Subscription Fees shall be adjusted, in accordance with Ovid's then-current pricing. In the event that Subscriber fails to provide such updated information, Ovid reserves the right to charge Subscriber additional fees to cover any period of underpayment by Subscriber.
- 6.3. TAXES.** Unless Subscriber provides Ovid with valid proof of tax-exempt status (e.g. a written exemption certificate), Subscriber will pay all applicable sales, use, withholding, excise, consumption, value-added and similar taxes assessed or based upon this Agreement, the Online Tools, and or the subscription and other transactions hereunder, excluding taxes based on Ovid's net income. If Subscriber is tax-exempt, Subscriber shall provide its tax-exempt certificate to Ovid upon execution of this Agreement. Subscriber shall remain responsible for any taxes to which Subscriber's tax-exempt status does not apply.

7. PRIVACY/HIPAA

- 7.1.** Ovid does not collect any individually identifiable health information (including, but not limited to, protected health information) from Subscriber. Ovid is not a covered entity or business associate under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104 19), as amended.
- 7.2.** If OVID receives any personal data from the Subscriber, OVID complies with applicable privacy laws and any and all regulations of the General Data Protection Regulation (GDPR) in its current and future versions. OVID will notify Subscriber and Authorized Users as soon as is practicable if OVID's systems are breached and the confidentiality of personally identifiable information is compromised. OVID ensures the same level of data protection subject to GDPR if personal data is transferred and processed outside of the European Union. Licensor shall ensure that, to the extent that any personal data originating from the European Economic Area ("EEA") is transferred by OVID to a processor or in a country or territory outside the EEA that has not received a binding adequacy decision by the European Commission, such transfer shall be subject to appropriate safeguards in accordance with mandatory applicable data protection legislation (including Article 46 of the GDPR). To the extent applicable and the terms of engagement require that Ovid Processes Personal Data about Data Subjects located in the EEA (as such terms are defined in the Data Protection Annex) when performing its obligations under this Agreement, the terms displayed at the attached Data Protection Annex applies to such Processing and is incorporated into this Agreement, however only in the case if the Subscriber is the data controller according to Art 4 Item 7 of the GDPR. Ovid may, in consent with the data controller, amend or replace the Data Protection Annex. In cases where the Subscriber is not the data controller according to Art 4 Item 7 of the GDPR, OVID may, in its sole discretion, amend or replace the Data Protection Annex at any time to comply with any change in regulation without notice to Subscriber or its Authorized Users and Subscriber should review the terms of the latest Data Protection Annex which

Ovid will display at www.ovid.com/ela-dpa or such other website address as may be notified to Subscriber from time to time

- 7.3. Ovid reserves the right to track and collect for its internal purposes personal information, only if this is in compliance with the GDPR, about Authorized Users of Ovid, including without limitation, the URL the Authorized User has come from (whether this URL is on its website or not), the URL the Authorized User goes to next (whether this URL is on its website or not), the internet browser being used, the type of operating system used, the Authorized User's location, and the Authorized User's IP address. An Authorized User's IP address may be used for system administration purposes and to track an Authorized User's session, in order to give Ovid an understanding as to which parts of the Online Tools Authorized Users are visiting. Ovid may use such information for purposes including but not limited to improving the content of the Online Tools, marketing, advertising, reports to Subscriber, or research. Ovid may send information and notices of new services to registered Authorized Users. Ovid reserves the right to release current or past user information, whether or not the information identifies a particular person, internally within Ovid or to third parties for limited purposes in the event Ovid believes that the Online Tools are being used in violation of this Agreement or to commit unlawful acts, and/or if Ovid is required to disclose information to comply with applicable laws or regulations, or with a court or administrative order. Except as stated in this paragraph, Ovid will not share with unaffiliated third parties information specific to Authorized Users or share information regarding specific IP addresses. Ovid is, however, free to disclose aggregate non-personal information to third parties.

8. LIMITED WARRANTIES AND LIMITED LIABILITIES.

- 8.1. THE ONLINE TOOLS, THE PLATFORMS, THE DOCUMENTATION, AND ANY SUPPORT OR SERVICES PROVIDED HEREUNDER ARE FURNISHED BY OVID, ITS AFFILIATES AND LICENSORS AND ACCEPTED BY SUBSCRIBER "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER, EITHER EXPRESS OR IMPLIED. OVID, ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE FOREGOING, AND OVID, ITS AFFILIATES AND LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE ONLINE TOOLS, THE PLATFORMS, THE DOCUMENTATION, ANY SUPPORT OR SERVICES OR THE RESULTS DERIVED THEREFROM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, CURRENCY, SUITABILITY, SYSTEM AVAILABILITY, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE). OVID DOES NOT WARRANT THAT THE PLATFORMS OR THE ONLINE TOOLS OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED, THAT ITS USE OR OPERATION WILL BE ERROR OR DEFECT FREE, THAT THE PLATFORMS OR THE ONLINE TOOLS OR ANY COMPONENT THEREOF WILL ALWAYS BE ACCESSIBLE OR AVAILABLE, OR THAT ALL DEFECTS IN THE PLATFORMS OR THE ONLINE TOOLS WILL BE CORRECTED. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE ONLINE TOOLS AND OVID WILL HAVE NO LIABILITY THEREFOR. IN ADDITION, SUBSCRIBER ACKNOWLEDGES THAT ACCESS TO THE PLATFORMS AND THE ONLINE TOOLS MAY BE SUBJECT TO LIMITATIONS, DELAYS, LATENCY ISSUES AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND THAT OVID, ITS AFFILIATES AND ITS LICENSORS ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. NO OVID EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT.
- 8.2. THE ONLINE TOOLS ARE NO SUBSTITUTE FOR INDIVIDUAL PATIENT ASSESSMENT BASED UPON AN AUTHORIZED USER'S EXAMINATION OF EACH PATIENT. WHILE CERTAIN ONLINE TOOLS MAY DESCRIBE VARIOUS BASIC PRINCIPLES OF DIAGNOSIS AND THERAPY, SUCH ONLINE TOOLS SHOULD BE USED AS GENERAL MEDICAL REFERENCE MATERIALS TO

ASSIST THE AUTHORIZED USER IN REACHING DIAGNOSTIC AND TREATMENT DECISIONS. SUBSCRIBER AND EACH AUTHORIZED USER SHOULD EXERCISE ITS OWN INDEPENDENT PROFESSIONAL AND CLINICAL JUDGMENT, TAKING INTO ACCOUNT INFORMATION ABOUT PARTICULAR INDIVIDUAL PATIENTS THAT CANNOT BE ASCERTAINED OR TAKEN INTO ACCOUNT AS A PART OF NECESSARILY GENERIC OR SUMMARY ONLINE TOOLS. GIVEN CONTINUOUS, RAPID ADVANCES AND CHANGES IN MEDICAL SCIENCE AND HEALTH INFORMATION, SUBSCRIBER AND EACH AUTHORIZED USER SHOULD CONSULT A VARIETY OF SOURCES WHEN PRESCRIBING MEDICATION, INCLUDING THE MANUFACTURER'S "PACKAGE INSERT". THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION SHOULD NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION IS SAFE, APPROPRIATE OR EFFECTIVE IN ANY GIVEN PATIENT. SUBSCRIBER ACKNOWLEDGES THAT THE PROFESSIONAL DUTY TO THE PATIENT IN PROVIDING HEALTHCARE SERVICES LIES SOLELY WITH THE HEALTHCARE PROFESSIONAL PROVIDING PATIENT CARE SERVICES. SUBSCRIBER AND THE AUTHORIZED USERS ARE SOLELY RESPONSIBLE FOR THE USE OF ANY ONLINE TOOLS, AND SUBSCRIBER'S AUTHORIZED USERS ARE RESPONSIBLE FOR INDEPENDENTLY REACHING ANY MEDICAL JUDGMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NO RESPONSIBILITY IS ASSUMED BY OVID, ITS AFFILIATES OR LICENSORS FOR ANY INJURY AND/OR DAMAGE TO PERSONS OR PROPERTY, AS A MATTER OF PRODUCTS LIABILITY, NEGLIGENCE LAW OR OTHERWISE, OR FROM ANY REFERENCE TO OR USE BY SUBSCRIBER (OR ANY OF ITS HEALTHCARE PROFESSIONALS, INCLUDING THE AUTHORIZED USERS) OF ANY OF THE ONLINE TOOLS.

9. DAMAGES EXCLUSION AND LIMITATIONS OF LIABILITY.

DAMAGES EXCLUSION. IN NO EVENT SHALL OVID, ITS AFFILIATES OR LICENSORS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, DISTRIBUTORS, SUBCONTRACTORS, SUPPLIERS OR AGENTS, HAVE ANY LIABILITY WHATSOEVER (A) (I) FOR BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, LOST SALES, LOST GOODWILL, OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES, OR (II) FOR ANY OTHER LIABILITIES ARISING FROM ANY CLAIMS, DAMAGES, FINES, COSTS, OR EXPENSES, INCLUDING THOSE RELATED TO LOSS, UNAVAILABILITY, CORRUPTION, DISCLOSURE, OR MISUSE OF DATA, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY OTHER LIABILITIES ARISING FROM ANY CLAIMS, DAMAGES, FINES, COSTS, OR EXPENSES, INCLUDING THOSE RELATED TO LOSS, UNAVAILABILITY, CORRUPTION, DISCLOSURE, OR MISUSE OF DATA (INCLUDING THOSE RELATING TO OR ARISING FROM A PERSONAL DATA BREACH.)

- 9.1. LIMITATIONS OF LIABILITY.** THE TOTAL LIABILITY OF OVID, ITS AFFILIATES AND LICENSORS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, DISTRIBUTORS, SUBCONTRACTORS, SUPPLIERS OR AGENTS ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, THE ONLINE TOOLS AND ANY OTHER CAUSE WHATSOEVER, SHALL NOT EXCEED, IN THE AGGREGATE FOR ANY AND ALL CLAIMS UNDER OR IN RELATION TO THIS AGREEMENT, THE TOTAL FEES PAID BY SUBSCRIBER TO OVID FOR THE AFFECTED SERVICE OR ONLINE TOOL IN THE TWELVE-MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CLAIM OR CAUSE OF ACTION AROSE.
- 9.2. Bargained for Exchange: Breadth of Claims and Disclaimers.** The allocations of liability in this Section represent the agreed, bargained-for understanding of the Parties and Ovid's compensation hereunder reflects such allocations. THE LIMITATIONS OF LIABILITY AND TYPES OF CLAIMS HEREBY LIMITED AND DISCLAIMED SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND ARE INTENDED BY THE PARTIES TO APPLY REGARDLESS OF THE FORM OF THE CLAIM OR ACTION (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR

OTHER TORT, STATUTE OR OTHERWISE), AND REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

- 9.3. **Limitations Period.** Any claim or cause of action arising under or otherwise relating to this Agreement, the Online Tools or other subject matter hereof or thereof must be commenced within one year from the date such claim or cause of action first arose.

10. CONFIDENTIALITY. Subscriber acknowledges that the Online Tools and the Platforms are the proprietary property of Ovid, its affiliates and the Information Providers, and that the processes and methodology used in producing the Online Tools and the Platforms are valuable trade secrets. Subscriber shall protect the confidentiality thereof with at least the same level of efforts that it employs to protect the confidentiality of its own proprietary and confidential information of like importance and in any event, by reasonable means. Subscriber shall not disclose the terms of this Agreement, except as required by law. This provision shall survive the expiration or earlier termination of this Agreement.

11. MISCELLANEOUS.

- 11.1. **AFFILIATES OF OVID.** The applicable Ovid entity for purposes of this Agreement shall be determined by Subscriber's principal place of business: (i) in Andorra, Belgium, Cyprus, Greece, Iran, Israel, Luxembourg, Malta, the Netherlands, San Marino, Turkey or the Vatican City: Ovid Technologies BV; (ii) in the Aland Islands, Albania, Armenia, Austria, Azerbaijan, Belarus, Bosnia Herzegovina, Bulgaria, Croatia, the Czech Republic, Denmark, Estonia, Faroe Islands, Finland, Georgia, Germany, Greenland, Hungary, Iceland, Kazakhstan, Kosovo, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Macedonia, Moldova, Montenegro, Norway, Poland, Romania, Russia, Serbia, the Slovak Republic, Slovenia, Svalbard & Jan Mayen, Sweden, Switzerland, Tajikistan, Turkmenistan, Ukraine, or Uzbekistan: Ovid Technologies GmbH; (iii) in Algeria, France, French Guiana, French Polynesia, French Southern Territory, Guadeloupe, Martinique, Monaco, Morocco, New Caledonia, Reunion, Saint Barthélemy, or Tunisia: Ovid Technologies Sarl; (iv) in Portugal or Spain: Ovid Technologies SL; (v) in Afghanistan, Benin, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoro Islands, Congo, Congo Democratic Republic, Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Guinea, Guinea-Bissau, Iran, Iraq, Italy, the Ivory Coast, Jordan, Lebanon, Liberia, Libya, Malawi, Mali, Mauritania, Mayotte, Niger, Palestine, Rwanda, Sao Tome and Principe, Senegal, Sierra Leone, Somalia, Sudan, Syria, Togo, Western Sahara, Yemen, or Zimbabwe: Ovid Technologies SRL; or (vi) in Angola, Bahrain, Botswana, England, Ghana, Gibraltar, Guernsey, Ireland, Jersey, Kenya, Kuwait, Lesotho, Madagascar, Maldives, Mauritius, Mozambique, Namibia, Nigeria, Northern Ireland, Oman, Qatar, Saudi Arabia, Scotland, Seychelles, South Africa, Swaziland, Tanzania, Uganda, United Arab Emirates, Wales, or Zambia: Wolters Kluwer Health (Medical Research) Ltd. If none of the foregoing is applicable, then the Ovid entity hereunder shall be Ovid Technologies, Inc.

11.2. GOVERNING LAW; LANGUAGE OF AGREEMENT.

- 11.3. **DISPUTE RESOLUTION METHOD AND VENUE.** The Parties agree that any dispute arising hereunder shall be submitted for dispute resolution in the method and venue determined by Subscriber's principal place of business, as specified in the Order, as follows: (a) in the United States, disputes shall be submitted to a state or federal court sitting in New York, NY; (b) in Canada, disputes shall be submitted to the federal and provincial courts sitting in Toronto, Ontario; (c) in the Americas, except Canada and the United States,

disputes shall be submitted to arbitration in New York, New York, U.S.A., under the rules of the American Arbitration Association; (d) in Europe, the Middle East and Africa, disputes shall be submitted to arbitration in London, England, under the Arbitration Rules of the London Court of International Arbitration; (e) in Asia Pacific, disputes shall be submitted to arbitration in Sydney (NSW), Australia, under the rules of the Australian Commercial Disputes Centre Ltd. Nothing herein shall be deemed to limit or otherwise affect either Party's right to seek immediate equitable (including injunctive) relief for alleged violations of the Party's intellectual property rights or interests.

- 11.4. DISPUTE RESOLUTION PROCEDURES FOR ARBITRATION.** The Parties agree that the following procedures shall apply to any disputes under this Agreement to which arbitration applies as set forth in this Agreement. Arbitration shall be conducted before a single arbitrator, unless the amount in dispute exceeds the equivalent of US\$250,000, to be jointly selected and if the Parties cannot agree on such single arbitrator within a period of 30 days after an arbitration proceeding has commenced, then the single arbitrator will be selected in accordance with the rules of the applicable arbitral body for the relevant jurisdictions set forth in Section 11.3 above. If the amount in dispute exceeds the equivalent of US\$250,000, it shall be decided by a panel of three arbitrators, one to be selected by each Party and the third to be jointly selected by the two Party-appointed arbitrators. The arbitrators must have experience with and knowledge of intellectual property transactions and have been admitted to the practice of law for at least ten years. The language of the arbitral proceedings shall be in English. Under no circumstances are the arbitrators authorized to make awards contrary to the damages exclusions, liability limitations, remedial and other provisions of this Agreement. The arbitration award shall be final and binding on the Parties. The arbitrators shall be authorized to award costs and attorney's fees or to allocate them between the Parties. Any court with jurisdiction shall be entitled to enforce the agreement of the Parties to arbitrate their disputes and enter judgment on any arbitral award hereunder.
- 11.5. ENTIRE AGREEMENT.** This Agreement, user restrictions and other notices concerning the Online Tools, the Platforms or the Documentation as provided from time to time by Ovid, the terms and conditions for Online Tools available at Ovid's websites, all Orders executed between the Parties, any schedules and exhibits to this Agreement, and any other documents referenced herein collectively constitute the entire agreement between the Parties and supersede and extinguish all prior and contemporaneous agreements, negotiations, understandings, representations, warranties, proposals and communications, whether oral or written, between the Parties relating to the subject matter of this Agreement. It is expressly agreed that any terms of a purchase order, requisition, work order, request for proposal or other document or record prepared, issued or provided by or on behalf of Subscriber relating to the subject matter of this Agreement is for administrative convenience only and will have no effect in supplementing, varying or superseding any provisions of this Agreement, will be of no force or effect, and will not be binding on the Parties, regardless of any acknowledgement thereof by Ovid.
- 11.6. PRECEDENCE.** In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any Order, schedule, exhibit or other attachment, the order of precedence shall be as follows: first, the body of this Agreement; then any applicable schedules or exhibits to this Agreement; then any Order; then any exhibits or other attachments to any Order; then any terms or conditions for the Online Tools available at Ovid's websites. In the event of conflict between this Agreement and any Order, the body of this Agreement shall govern and control, except to the extent such Order makes clear that this Agreement is being amended by such Order.
- 11.7. NO CONSTRUCTION AGAINST DRAFTER.** Each of the Parties acknowledges that it has had the opportunity to be represented by legal counsel prior to entering into this Agreement, including any Order or any other document hereunder. As a consequence, in construing this Agreement, including any Order or any other document hereunder, no provision hereof shall be construed in favor of one Party on the ground that such provision was drafted by the other Party.
- 11.8. AMENDMENT.** This Agreement may not be modified or amended except by a writing signed by both Parties or in accordance with the provisions set forth in Section 3.2 of this Agreement.

- 11.9. WAIVER.** No waiver by a Party of a breach or the failure by a Party to claim a breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision of this Agreement, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- 11.10. SEVERABILITY.** In the event that any provision of this Agreement is held to be illegal, or otherwise unenforceable, such provision will be severed, stricken and replaced with a legal and enforceable provision that most closely reflects the intent of the Parties with respect thereto and the remainder of this Agreement shall continue in full force and effect.
- 11.11. SURVIVAL.** Any terms or conditions of this Agreement that, by their express terms extend beyond termination or expiration of this Agreement or that by their nature shall so extend, shall survive and continue in full force and effect after any termination or expiration of this Agreement. Without limiting the generality of the foregoing, the obligations and rights of the Parties pursuant to Sections 3, 4, 5, 6, 7, 8, 9, 10, and 11, and any other provisions herein that protect the proprietary rights of Ovid and the Information Providers shall survive the termination or expiration of this Agreement.
- 11.12. ASSIGNMENT.** Subscriber shall not assign this Agreement nor delegate any of its duties, in whole or in part, without the prior express written consent of Ovid. In no event shall Ovid's consent be construed as discharging or releasing Subscriber any way from the performance of its obligations under this Agreement. Assignee of either Party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning Party set forth in this Agreement. If any assignee refuses to be bound by all of the terms and obligations of this Agreement or if Subscriber attempts to assign this Agreement or any of its rights or obligations under this Agreement in breach of this Section 11.12, then such assignment shall be null and void and of no force or effect.
- 11.13. JURY TRIAL WAIVER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY, VOLUNTARILY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT.**
- 11.14. NO THIRD-PARTY BENEFICIARY.** Except for Ovid's suppliers and licensors, and except as provided in Section 3.6, no third party is intended to be nor will be a third-party beneficiary of any provision under this Agreement, and Ovid and Subscriber will be the only parties entitled to enforce the rights and terms set out in this Agreement.
- 11.15. FORCE MAJEURE.** Except for a Party's obligation to pay fees that are due, neither Party will be liable for any failure or delay in performance under this Agreement for causes beyond that Party's reasonable control and occurring without that Party's fault, including but not limited to, acts of God, acts of government, flood, fire, civil unrest or war, acts of terror, declaration of a pandemic by the World Health Organization, labor strikes (other than those involving the Party's employees), computer attacks or malicious acts, such as attacks on or through the Internet, or failures of service of any telecommunications or Internet service carriers or providers (a "Force Majeure Event"). The Party affected by the Force Majeure Event will (a) use reasonable efforts after the start of the Force Majeure Event to notify the other Party in writing of the Force Majeure Event including the likely or potential duration, if known, and the effect on its ability to perform any of its obligations under the Agreement] and (b) use reasonable means to mitigate the effect of the Force Majeure Event on the performance of its obligations. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to the Force Majeure.
- 11.16. HEADINGS.** All headings are for reference purposes only and shall not affect the meaning or interpretation of any provisions of this Agreement.
- 11.17. NOTICES.** All notices, consents or other communications referred to in this Agreement will be in writing and will be conveyed to the other Party by First Class Mail, return receipt requested, or overnight courier (e.g., FedEx, UPS, etc.) to Ovid at 28 Liberty Street, New York, NY 10005, Attn: Legal Department or to Subscriber at the address set forth in the Order. Service of such notice, consent or other communication hereunder will be effective when the return receipt is received or upon proof of delivery from the courier.

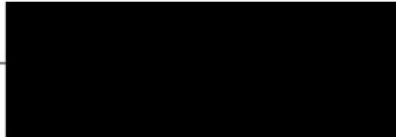
11.18. COUNTERPARTS. This Agreement may be signed in counterparts, all of which upon execution and delivery shall be considered originals and together shall constitute one agreement. Signed facsimile or portable document format (PDF) copies of this Agreement will legally bind the Parties to the same extent as original documents.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and hereby represent and warrant that their respective signatory below has been and is, on the date of this Agreement, duly authorized by all necessary corporate action to execute this Agreement.

OVID TECHNOLOGIES, INC.

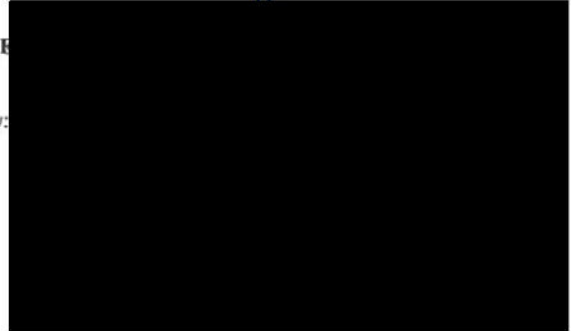
By:

Name:
Title:



MR

By:



Purpose of this proposal

The purpose of this proposal is to provide the MEDIZINISCHE UNIVERSITAET WIEN a new multi-year agreement for Lippincott, Williams & Wilkins (LWW) journals for the period 2026-2028.

The proposal includes two elements: a proposal for a LWW Total Access Read & Publish agreement and a proposal for additional journals which are not encompassed by the Read & Publish agreement.

Proposal for a Read & Publish agreement for the LWW Total Access Collection

Wolters Kluwer is pleased to offer the MEDIZINISCHE UNIVERSITAET WIEN library a Read and Publish agreement. This agreement has been customised to meet the needs of the MEDIZINISCHE UNIVERSITAET WIEN. This agreement covers both our LWW Total Access Journal collections (the 'read' component of the agreement) and our hybrid journal APC open access payments (the 'publish' component of the agreement) and is designed to enable the MEDIZINISCHE UNIVERSITAET WIEN to provide access to our LWW subscription content and enable faculty to publish open access in our LWW hybrid journals with minimal effort on the author's behalf and without the need for individual article APC transactions. This agreement may help increase the number of open access articles published by the institution's faculties and reduce the administration of individual article APC payments.

Read component: The LWW Total Access Collection

The LWW Total Access Collection, gives your users quick, easy access to a diverse package of high-quality, full-text journals. They will find core, must-have clinical titles as well as more specialized journals in niche topics. Many journals are highly ranked and affiliated with premier societies—led by expert editorial boards—focused on producing the best and most current research.



This prestigious collection brings you just about every one of LWW's over 300 highly respected titles, from essential core journals to specialized resources in such areas as nursing and bioscience, to help round out your knowledge base. The title list for the 2026 collection is listed in Addendum 1.

As a leading provider of electronic full text journals in the fields of science, technology, and medicine, Ovid recognizes the importance of ensuring access to full text data for past online subscription. Accordingly, wherever permitted by our publishing partners and not ruled out by this or other factors, we are committed to providing ongoing access to content added to a journal during the customer's original subscription period.

Open Access publishing at Lippincott Williams & Wilkins

The APC fees will be the prevailing LWW list price and no discount will be applied. The authors are free to choose where available CC-BY or CC-BY-NC-ND. Updates to LWW list prices will be provided to the Customer on request.

	Year 2026	Year 2027	Year 2028
Maximum value which can be applied to APCs			
Notes:			



Affiliated Author	means an author (i) who is teaching and/or research staff employed by or otherwise formally recognized as accredited to a Licensee Institution and (ii) for whom an Institution has confirmed the status as Affiliated Author.
Corresponding Author	means the author who, at the time an article is editorially accepted for publication in the applicable Journal is identified as the Corresponding Author in the Publisher's submission system and, as such, is the primary contact for the article.
Eligible Author	means an Affiliated Author: (i) who, in case of an article that has multiple authors, is the Corresponding Author; and (ii) who has signed an Open Access License Agreement with Publisher, its affiliate or the applicable Society to publish the article under Open Access in one of the Hybrid Journals.
Eligible Articles	means Articles written by Eligible Authors that are editorially accepted for publication in the Hybrid Journals contained in the LWW Total Access Collection during any of the following subscription periods: (i) December 31, 2025 through December 31, 2026; (ii) December 31, 2026 through December 31, 2027; and (iii) December 31, 2027 through December 31, 2028, and which are of one of the following article types: • Research articles (including case reports) • Reviews For the avoidance of doubt, Articles that were accepted in 2021, regardless of when they are published, are not Eligible. The below article types are not Eligible Articles: • Editorials • Correspondence

	• Abstracts • Errata
Process for identification of Affiliated Authors	Publisher or Publisher's affiliates will work to provide the technical means for the identification of Affiliated Authors; provided that the applicable Institution has provided the parameters for identification of Affiliated Authors and timely updates the Publisher or Publisher's affiliates, as applicable, of any changes in those parameters as soon as reasonably practicable. Affiliated Authors will be identified through at least one of the following parameters: their institutional Ringgold ID or their e-mail domain, in each case, as provided by the Corresponding Author in the Publisher's article submission system. The Publisher or Publisher's affiliates shall notify the Institution by email each time a Corresponding Author identifies itself as an affiliated author and selects open access publication, in order to request verification that the author is an affiliated author of such institution. The notification will include the following information if available: • name and email address of the Corresponding Author • name of the Institution affiliated with the Corresponding Author • the acceptance date of the Article • journal title, article title, article type. The Institution must confirm or deny that the Corresponding Author is an Affiliated Author within 3 business days following notification. In case Publisher or its affiliate as applicable does not receive either a confirmation or a denial within 3 business days after Publisher or its affiliate as applicable has notified the applicable Institution, Publisher or its affiliate as applicable will send a reminder, which shall inform Institution that Publisher and its affiliate will deem the author to be an Affiliated Author and continue the publication if the Institution does not respond within 4 days of the date of such reminder. The Institution may, if the Institution cannot verify that the

	author is an Affiliated Author for material reasons, request a reasonable extension of the grace period, but not more than 5 business days from the date of the initial notification of eligibility. If the Institution does not deny that the Corresponding Author is an Affiliated Author by the end of the 4-day period (or, if a grace period is extended, by the end of the grace period), the Publisher may deem the Corresponding Author to be an Affiliated Author. If the Institution timely denies the request for APC coverage for an Article through this contract, Publisher or its affiliate may offer such author the opportunity to pay the applicable APC or to publish under subscription terms. If a Corresponding Author is not identified as an Affiliated Author due to incomplete, inaccurate or conflicting affiliation data provided by the submitting author, but the Author(s) have nevertheless elected Open Access and signed the Open Access License Agreement, Publisher will, subject to an author or institutional request to do so within 14 days of the article being accepted for publication and the author correcting their data in the Publisher's article submission system within 7 days of the Publisher receiving such request, cancel any existing open access quote or order and provide a new open access quote to the author or, if an order is already paid or cannot be cancelled, provide a credit to the following year's fees. Author(s) that have not elected open access prior to publication shall have a 365-day window after publication of the article to convert to Open Access (which shall be subject to all Author(s)' execution of Open Access License Agreements within such period). If (a) the Corresponding Author has provided the correct, complete and non-conflicting affiliation data and consented to publish open access, (b) the institution has confirmed that the Corresponding Author is an Affiliated Author, and (c) all Authors of the Article have signed Open Access License Agreements, and the Publisher nevertheless erroneously publishes the article under a traditional subscription only format, the Publisher shall, if notified by the author or institution of the incorrect status of the published article within 365 days of publication, be responsible to convert the article promptly so that
--	--

	it is published open access provided all authors complete the workflow and signs the Open Access License Agreements.
Reporting	The Publisher or its affiliate will provide to the Customer an annual report in the first quarter of the following year, in a machine-readable format, with all articles from authors affiliated with the Customer published in LWW's hybrid journals. The report shall, wherever possible to the extent Publisher or its affiliate has such information, include the following details: • Name and e-mail address of the Eligible Author (as provided by the author) • Eligible Author's affiliation (as provided by the author) • Date of publication • Journal Title • Article title • Article type • DOI • Open status

A complete list of Lippincott's eligible Hybrid journals in 2026 is attached as an addendum to this proposal (Addendum 2).

Additional Titles

As not all titles available for Ovid Technologies are eligible for the Read & Publish package the remaining mutually agreed upon titles required by MEDIZINISCHE UNIVERSITAET WIEN will be made available on an individual subscription basis.

Pricing and Customer Confirmation

Pricing for the three year period for both the Read and Publish and Additional Titles is detailed below. The MEDIZINISCHE UNIVERSITAET WIEN will indicate acceptance of the pricing and proposal by returning a signed copy of the Customer Acceptance Document as shown in Exhibit 1.

LWW Read and Publish	2026	2027	2028
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
Grand Total: R&P and extra journals	316.870 €	326.375 €	336.167 €

Notes:

Prices do not include any applicable taxes; Prices are valid until December 31, 2025; Pricing is only valid as complete package.

Accessibility

Accessibility Statement for Ovid: Ovid Technologies, Inc. (a Wolters Kluwer company) is committed to providing web experiences that are accessible to our audience, regardless of technology or ability. We are actively working to increase the accessibility and usability of our web applications and in doing so adhere to many of the available standards and guidelines. Conformance status: The Web Content Accessibility Guidelines (WCAG) define requirements for designers and developers to improve accessibility for people with disabilities. It defines three levels of conformance: Level A, Level AA, and Level AAA. Ovid strives to conform with WCAG 2.0 level AA. We continually review our solutions to identify gaps and work to address them in our roadmap.

Exhibit 1 - Customer Acceptance Document



Q 756263

Medizinische Universit

Addendum 1 – Overview of titles included in the LWW Total Access Collection 2026

Errors and omissions excepted

Minor changes may take place during the course of the 3 year contract due to title changes

Description	ISSN
A&A Practice	-
Journal of Acute Care Physical Therapy	2158-8686
ACSM's Health & Fitness Journal from 2015	1091-5397
Advances in Anatomic Pathology from 2015	1072-4109
Addictive Disorders & Their Treatment (Closed Front File)	1531-5754
Adverse Drug Reaction Bulletin from 2015	0044-6394
AIDS from 2015	0269-9370
Applied Immunohistochemistry & Molecular Morphology from 2015	1541-2016
Advances in Nursing Science from 2015	0161-9268
American Journal of Clinical Oncology from 2015	0277-3732
American Journal of Dermatopathology, The from 2015	0193-1091
American Journal of Forensic Medicine and Pathology, The from 2015	0195-7910
American Journal of Gastroenterology	0002-9270
American Journal of Medical Quality	1062-8606
AJN The American Journal of Nursing from 2015	0002-936X
American Journal of Physical Medicine & Rehabilitation from 2015	0894-9115
American Journal of Surgical Pathology, The from 2015	0147-5185
American Journal of Therapeutics from 2015	1075-2765
Alzheimer's Care Today (Closed Frontfile)	1936-3001
Alzheimer Disease & Associated Disorders from 2015	0893-0341
Anti-Cancer Drugs from 2015	0959-4973
Advances in Neonatal Care from 2015	1536-0903
Anesthesiology from 2015	0003-3022
Annals of Plastic Surgery from 2015	0148-7043

Annals of Surgery from 2015	0003-4932
ACADEMIC Physician & Scientist (Closed Frontfile)	1093-1139
Anesthesia & Analgesia from 2015	0003-2999
ASAIO Journal from 2015	1058-2916
ASA Monitor	2380-4017
ASA Refresher Courses in Anesthesiology (Closed Frontfile)	0363-471X
Advances in Skin & Wound Care from 2015	1527-7941
Arteriosclerosis, Thrombosis, and Vascular Biology from 2015	1079-5642
Back Letter, The (Closed Frontfile)	0894-7376
Blood Coagulation & Fibrinolysis from 2015	0957-5235
Behavioural Pharmacology from 2015	0955-8810
Blood Pressure Monitoring from 2015	1359-5237
Lippincott's Bone and Joint Newsletter (Closed Frontfile)	1543-9879
Biomedical Safety & Standards from 2015	1080-9775
JBJS Case Connector	-
Cardiology in Review from 2015	1061-5377
Coronary Artery Disease from 2015	0954-6928
Circulation: Cardiovascular Imaging from 2015	1941-9651
Critical Care Medicine from 2015	0090-3493
Critical Care Nursing Quarterly from 2015	0887-9303
Nursing2020 Critical Care (Closed FrontFile)	1558-447X
Chapman's Comprehensive Orthopaedic Surgery	-
Contemporary Critical Care (Closed Frontfile)	1543-9003
Contemporary Diagnostic Radiology from 2015	0149-9009
Clinical Dysmorphology from 2015	0962-8827
Journal of Continuing Education in the Health Professions, The from 2015	0894-1912
Circulation: Arrhythmia and Electrophysiology from 2015	1941-3149
Circulation: Genomic and Precision Medicine from 2015	-
Circulation: Cardiovascular Interventions from 2015	1941-7640

Circulation: Cardiovascular Quality and Outcomes from 2015	1941-7705
Circulation: Heart Failure from 2015	1941-3289
CIN: Computers, Informatics, Nursing from 2015	1538-2931
Circulation from 2015	0009-7322
Circulation Research from 2015	0009-7330
Canadian Journal of Addiction from 2015	2368-4720
Clinical Journal of Pain, The from 2015	0749-8047
Clinical Journal of Sport Medicine from 2015	1050-642X
Eye & Contact Lens from 2015	1542-2321
Clinical Neuropharmacology from 2015	0362-5664
Cancer Journal, The from 2015	1528-9117
Contemporary Neurosurgery from 2015	0163-2108
Cancer Nursing from 2015	0162-220X
Clinical Nurse Specialist from 2015	0887-6274
Clinical Nuclear Medicine from 2015	0363-9762
Current Opinion in Allergy and Clinical Immunology from 2015	1528-4050
Current Opinion in Anesthesiology from 2015	0952-7907
Clinical Obstetrics and Gynecology from 2015	0009-9201
Current Opinion in Critical Care from 2015	1070-5295
Current Opinion in Clinical Nutrition & Metabolic Care from 2015	1363-1950
Current Opinion in Cardiology from 2015	0268-4705
Current Opinion in Endocrinology, Diabetes and Obesity from 2015	1752-296X
Current Opinion in Epidemiology and Public Health	-
Current Opinion in Gastroenterology from 2015	0267-1379
Current Opinion in HIV and AIDS from 2015	1746-630X
Current Opinion in Hematology from 2015	1065-6251
Current Opinion in Infectious Diseases from 2015	0951-7375
Current Opinion in Psychiatry from 2015	0951-7367
Current Opinion in Lipidology from 2015	0957-9672

Current Opinion in Neurology from 2015	1350-7540
Current Opinion in Nephrology and Hypertension from 2015	1062-4821
CONTINUUM: Lifelong Learning in Neurology	1080-2371
Current Opinion in Obstetrics and Gynecology from 2015	1040-872X
Current Opinion in Otolaryngology & Head and Neck Surgery from 2015	1068-9508
Current Opinion in Oncology from 2015	1040-8746
Current Opinion in Ophthalmology from 2015	1040-8738
Current Orthopaedic Practice from 2015	1940-7041
Current Opinion in Organ Transplantation from 2015	1087-2418
Current Opinion in Pediatrics from 2015	1040-8703
Current Opinion in Pulmonary Medicine from 2015	1070-5287
Contemporary Optometry (Closed Frontfile)	1541-5783
Current Opinion in Rheumatology from 2015	1040-8711
Cornea from 2015	0277-3740
Clinical Orthopaedics and Related Research	0009-921X
Current Opinion in Supportive and Palliative Care from 2015	1751-4258
Contemporary Ophthalmology (Closed Frontfile)	1537-5846
Current Opinion in Urology from 2015	0963-0643
Cardiopulmonary Physical Therapy Journal from 2015	1541-7891
Clinical Pulmonary Medicine (Closed FrontFile)	1068-0640
Critical Pathways in Cardiology from 2015	1535-282X
Current Sports Medicine Reports from 2015	1537-890X
Contemporary Spine Surgery from 2015	1527-4268
Dimensions of Critical Care Nursing from 2015	0730-4625
Diseases of the Colon & Rectum from 2015	0012-3706
Dermatologic Surgery from 2015	1076-0512
Ear and Hearing from 2015	0196-0202
Evidence-Based Ophthalmology (Closed Frontfile)	1555-9203
Evidence-Based Gastroenterology - (Closed FrontFile)	1527-8557

Evidence-Based Practice	1095-4120
European Journal of Cancer Prevention from 2015	0959-8278
European Journal of Emergency Medicine from 2015	0969-9546
European Journal of Gastroenterology & Hepatology from 2015	0954-691X
Epidemiology	1044-3983
Exercise and Sport Sciences Reviews	0091-6331
JBJS Essential Surgical Techniques	-
European Journal of Anaesthesiology (EJA)	0265-0215
Family & Community Health from 2015	0160-6379
Frontiers of Health Services Management from 2015	0748-8157
Gastroenterology Nursing from 2015	1042-895X
Harvard Review of Psychiatry from 2015	1067-3229
Health Care Manager, The (Closed Frontfile)	1525-5794
Health Care Management Review from 2015	0361-6274
Health Care Food & Nutrition Focus- (Closed FrontFile)	1090-2260
Home Healthcare Now from 2015	2374-4529
Holistic Nursing Practice	0887-9311
Health Physics	0017-9078
HEART Insight (Closed Frontfile)	1934-5917
Hypertension from 2015	0194-911X
Infectious Diseases in Clinical Practice from 2015	1056-9103
JB1 Evidence Implementation from 2015	-
International Journal of Gynecological Pathology from 2015	0277-1691
International Journal of Rehabilitation Research from 2015	0342-5282
Implant Dentistry - (Closed FrontFile)	1056-6163
International Anesthesiology Clinics from 2015	0020-5907
International Clinical Psychopharmacology from 2015	0268-1315
Psychopharm Review (Closed Frontfile)	1936-9255
Infants & Young Children from 2015	0896-3746

International Ophthalmology Clinics from 2015	0020-8167
Investigative Radiology from 2015	-
Journal of the American Association of Nurse Practitioners from 2015	2327-6886
JAAOS - Journal of the American Academy of Orthopaedic Surgeons from 2015	1067-151X
JAAPA - Journal of the American Academy of PAs from 2015	1547-1896
Journal of the American College of Surgeons	1072-7515
JAIDS Journal of Acquired Immune Deficiency Syndromes from 2015	1525-4135
Journal of Ambulatory Care Management, The from 2015	0148-9917
Journal of Aquatic Physical Therapy, The	2377-6102
The Journal of Bone & Joint Surgery (American Volume) from 2015	0021-9355
Journal of Bronchology & Interventional Pulmonology from 2015	1944-6586
JBJS Reviews	-
Journal of Cardiovascular Nursing from 2015	0889-4655
Journal of Cardiovascular Medicine	1558-2027
Journal of Computer Assisted Tomography from 2015	0363-8715
Journal of Clinical Engineering from 2015	0363-8855
Journal of Clinical Gastroenterology from 2015	0192-0790
Journal of Christian Nursing from 2015	0743-2550
Journal of Clinical Neurophysiology from 2015	0736-0258
Journal of Clinical Neuromuscular Disease from 2015	1522-0443
Journal of Cardiovascular Pharmacology	0160-2446
Journal of Clinical Psychopharmacology from 2015	0271-0749
Journal of Cardiopulmonary Rehabilitation and Prevention from 2015	1932-7501
Journal of Cataract and Refractive Surgery	0886-3350
JCR: Journal of Clinical Rheumatology from 2015	1076-1608
Journal of Craniofacial Surgery from 2015	1049-2275
Journal of Developmental & Behavioral Pediatrics from 2015	0196-206X
Journal of the Dermatology Nurses' Association	1945-760x
Journal of Dermatology for Physician Assistants	1938-9574

Journal of ECT, The from 2015	1095-0680
Journal for Healthcare Quality from 2015	1062-2551
Journal of Glaucoma from 2015	1057-0829
Journal of Geriatric Physical Therapy - from 2015	1539-8412
JONA's Healthcare Law, Ethics, and Regulation - (Closed FrontFile)	1520-9229
Journal of Hospice & Palliative Nursing from 2015	1522-2179
Journal of Head Trauma Rehabilitation, The from 2015	0885-9701
Journal of Hypertension from 2015	0263-6352
Journal of Infusion Nursing from 2015	1533-1458
Journal of Immunotherapy from 2015	1524-9557
Journal of Lower Genital Tract Disease from 2015	1089-2591
Journal of Addiction Medicine from 2015	1932-0620
Journal of the Association of Nurses in AIDS Care	1055-3290
JONA: The Journal of Nursing Administration from 2015	0002-0443
Journal of Nursing Care Quality from 2015	1057-3631
Journal of Neurosurgical Anesthesiology from 2015	0898-4921
Journal of Nervous and Mental Disease, The from 2015	0022-3018
Journal of Neuroscience Nursing from 2015	0888-0395
Journal of Neuro-Ophthalmology from 2015	1070-8022
Journal of Neurologic Physical Therapy from 2015	1557-0576
Journal for Nurses in Professional Development from 2015	2169-9798
Journal of Addictions Nursing from 2015	1088-4602
Journal of Occupational and Environmental Medicine from 2015	1076-2752
Journal of Forensic Nursing from 2015	1556-3693
Journal of Healthcare Management from 2015	1096-9012
JBJS Journal of Orthopaedics for Physician Assistants	-
Journal of Patient Safety from 2015	1549-8417
Journal of Orthopaedic Trauma from 2015	0890-5339
Journal of Physician Assistant Education from 2015	1941-9430

Pain from 2015	0304-3959
Urogynecology from 2015	-
Journal of Perinatal & Neonatal Nursing, The from 2015	0893-2190
Journal of Pediatric Hematology/Oncology from 2015	1077-4114
Journal of Public Health Management and Practice from 2015	1078-4659
Journal of Pediatric Orthopaedics B from 2015	1060-152X
Journal of Pediatric Orthopaedics from 2015	0271-6798
Journal of Psychiatric Practice from 2015	-
Journal of Physical Therapy Education from 2015	-
Journal of Strength & Conditioning Research, The from 2015	1064-8011
Clinical Spine Surgery	2380-0186
Journal of Thoracic Imaging from 2015	0883-5993
Journal of Trauma and Acute Care Surgery, The from 2015	2163-0755
Journal of Trauma Nursing from 2015	1078-7496
Journal of Urology	0022-5347
Journal of Women's & Pelvic Health Physical Therapy from 2015	1556-6803
Professional Case Management from 2015	1932-8087
LPN- (Closed Frontfile)	1553-0582
Medical Care from 2015	0025-7079
MCN: The American Journal of Maternal/Child Nursing from 2015	0361-929X
Medical Innovation & Business (Closed Frontfile)	1943-0701
Menopause from 2015	1072-3714
Melanoma Research from 2015	0960-8931
Medicine & Science in Sports & Exercise from 2015	0195-9131
Nursing Administration Quarterly from 2015	0363-9568
Nurse Educator from 2015	0363-3624
Nephrology Times (Closed Frontfile)	1940-5960
Neurosurgery Quarterly (Closed Frontfile)	1050-6438
Neurology Clinical Practice	2163-0402

Neurology	0028-3878
Neurosurgery from 2015	0148-396X
Nursing Education Perspectives from 2015	1536-5026
Nuclear Medicine Communications from 2015	0143-3636
Nursing Made Incredibly Easy from 2015	1544-5186
Cognitive and Behavioral Neurology from 2015	1543-3633
NeuroReport	0959-4965
Neurologist, The	1074-7931
Nursing Research	0029-6562
Nursing2024 from 2015	0360-4039
Nurse Practitioner, The from 2015	0361-1817
Neurology Today	-
Nursing Management from 2015	0744-6314
Clinical Nutrition Insight (Closed Frontfile)	1938-8640
Nutrition Today from 2015	0029-666x
LWW - Open Access/Free to Read Journal Collection - Rolling	-
Obstetrics & Gynecology from 2015	0029-7844
Obstetric Anesthesia Digest from 2015	0275-665X
Obstetrical & Gynecological Survey from 2015	0029-7828
Operative Neurosurgery from 2015	2332-4252
Oncology Times UK (Closed Frontfile)	1742-8009
Ophthalmic Plastic & Reconstructive Surgery from 2015	0740-9303
OR Nurse (Closed Frontfile)	1933-3145
Orthopaedic Nursing from 2015	0744-6020
Otology & Neurotology from 2015	1531-7129
The Endocrinologist (Closed Frontfile)	1051-2144
PACEsetterS (Closed Frontfile)	1449-7700
AJSP: Reviews & Reports - (Closed Front File)	2381-5949
Pancreas from 2015	0885-3177

Prosthetics and Orthotics International	0309-3646
Pediatric Critical Care Medicine from 2015	1529-7535
Pediatric Emergency Care from 2015	0749-5161
Pharmacogenetics and Genomics from 2015	1744-6872
Pediatric Infectious Disease Journal, The from 2015	0891-3668
Plastic and Reconstructive Surgery from 2015	0032-1052
Plastic and Aesthetic Nursing from 2015	0741-5206
Point of Care (Closed FrontFile)	1533-029X
JPO: Journal of Prosthetics and Orthotics from 2015	1040-8800
Pediatric Physical Therapy - APTA Academy of Pediatric Physical Therapy from 2015	0898-5669
Biopsychosocial Science and Medicine from 2015	2998-8756
Topics in Obstetrics & Gynecology from 2015	2380-0216
Psychiatric Genetics from 2015	0955-8829
Quality Management in Healthcare from 2015	1063-8628
Radiologist, The (Closed Frontfile)	1069-1286
Retinal Cases and Brief Reports from 2015	-
Rehabilitation Nursing from 2015	0278-4807
Rehabilitation Oncology - APTA Oncology, an Academy of the American Physical Therapy Association from 2015	2168-3808
Retina from 2015	0275-004X
Real Living with Multiple Sclerosis (Closed Frontfile)	1079-4220
Reviews and Research in Medical Microbiology from 2015	2770-3150
Survey of Anesthesiology (Closed Frontfile)	0039-6206
Strength & Conditioning Journal from 2015	1524-1602
Shock from 2015	-
Simulation in Healthcare from 2015	1559-2332
Surgical Laparoscopy Endoscopy & Percutaneous Techniques from 2015	1530-4515
Sports Medicine and Arthroscopy Review from 2015	1062-8592
Southern Medical Journal from 2015	-

Soil Science - (Closed FrontFile)	0038-075X
Spine	0362-2436
JB1 Evidence Synthesis from 2015	-
Sexually Transmitted Diseases from 2015	0148-5717
Stroke from 2015	0039-2499
Techniques in Orthopaedics from 2015	-
Techniques in Shoulder & Elbow Surgery (Closed Frontfile)	1523-9896
Techniques in Foot & Ankle Surgery from 2015	1536-0644
Techniques in Knee Surgery (Closed Frontfile)	1536-0636
Advanced Emergency Nursing Journal from 2015	1931-4485
Topics in Geriatric Rehabilitation from 2015	0882-7524
Therapeutic Drug Monitoring from 2015	0163-4356
Techniques in Hand & Upper Extremity Surgery from 2015	1089-3393
Topics in Clinical Nutrition from 2015	0883-5691
Techniques in Ophthalmology (Closed Frontfile)	1542-1929
Translational Journal of the American College of Sports Medicine	-
Topics in Language Disorders from 2015	0271-8294
Topics in Pain Management from 2015	0882-5645
Transplantation from 2015	0041-1337
Ultrasound Quarterly from 2015	0894-8771
Urology Practice	2352-0779
Journal of Wound Ostomy & Continence Nursing from 2015	1071-5754

Addendum 2 – Overview of LWW Hybrid journals 2026

Errors and omissions excepted

Minor changes may take place during the course of the 3 year contract due to title changes

A&A Practice
Advanced Emergency Nursing Journal
Advances in Anatomic Pathology
Advances in Neonatal Care
Advances in Nursing Science
Advances in Skin & Wound Care
AIDS
AJN, American Journal of Nursing
Alzheimer Disease & Associated Disorders
American Journal of Clinical Oncology
American Journal of Forensic Medicine & Pathology
American Journal of Gastroenterology
American Journal of Medical Quality
American Journal of Physical Medicine & Rehabilitation
American Journal of Surgical Pathology
American Journal of Therapeutics
Anesthesia & Analgesia
Anesthesiology
Annals of Plastic Surgery
Annals of Surgery
Anti-Cancer Drugs
Applied Immunohistochemistry & Molecular Morphology
Arteriosclerosis, Thrombosis, & Vascular Biology

ASAIO Journal
Behavioural Pharmacology
Biopsychosocial Science and Medicine
Blood Coagulation & Fibrinolysis
Blood Pressure Monitoring
Canadian Journal of Addiction
Cancer Nursing
Cardiology in Review
Cardiopulmonary Physical Therapy Journal
CIN: Computers, Informatics, Nursing
Circulation
Circulation Research
Circulation: Arrhythmia and Electrophysiology
Circulation: Cardiovascular Imaging
Circulation: Cardiovascular Interventions
Circulation: Cardiovascular Quality and Outcomes
Circulation: Genomic and Precision Medicine
Circulation: Heart Failure
Clinical Dysmorphology
Clinical Journal of Sport Medicine
Clinical Neuropharmacology
Clinical Nuclear Medicine
Clinical Nurse Specialist
Clinical Obstetrics & Gynecology
Clinical Orthopaedics & Related Research
Clinical Spine Surgery
Cognitive and Behavioral Neurology
Cornea

Coronary Artery Disease
Critical Care Medicine
Critical Pathways in Cardiology: A Journal of Evidence-Based Medicine
Current Opinion in Allergy & Clinical Immunology
Current Opinion in Anaesthesiology
Current Opinion in Cardiology
Current Opinion in Clinical Nutrition & Metabolic Care
Current Opinion in Critical Care
Current Opinion in Endocrinology, Diabetes & Obesity
Current Opinion in Epidemiology and Public Health
Current Opinion in Gastroenterology
Current Opinion in Hematology
Current Opinion in HIV and AIDS
Current Opinion in Infectious Diseases
Current Opinion in Lipidology
Current Opinion in Nephrology & Hypertension
Current Opinion in Neurology
Current Opinion in Obstetrics & Gynecology
Current Opinion in Oncology
Current Opinion in Ophthalmology
Current Opinion in Organ Transplantation
Current Opinion in Otolaryngology & Head & Neck Surgery
Current Opinion in Pediatrics
Current Opinion in Psychiatry
Current Opinion in Pulmonary Medicine
Current Opinion in Rheumatology
Current Opinion in Supportive & Palliative Care
Current Opinion in Urology

Current Orthopaedic Practice
Dermatologic Surgery
Diseases of the Colon & Rectum
Ear & Hearing
Epidemiology
European Journal of Anaesthesiology
European Journal of Cancer Prevention
European Journal of Emergency Medicine
European Journal of Gastroenterology & Hepatology
Exercise and Sport Sciences Reviews
Eye & Contact Lens: Science & Clinical Practice
Family & Community Health
Gastroenterology Nursing
Harvard Review of Psychiatry
Health Care Management Review
Health Physics
Holistic Nursing Practice
Home Healthcare Now
Hypertension
Infants & Young Children
Infectious Diseases in Clinical Practice
International Anesthesiology Clinics
International Clinical Psychopharmacology
International Journal of Gynecological Pathology
International Journal of Rehabilitation Research
International Ophthalmology Clinics
Investigative Radiology
JAAPA

JAIDS Journal of Acquired Immune Deficiency Syndromes
JB1 Evidence Implementation
JB1 Evidence Synthesis
JBJS Case Connector
JBJS Essential Surgical Techniques
JBJS Journal of Orthopaedics for Physician Assistants
JBJS Reviews
JCR: Journal of Clinical Rheumatology
JONA: The Journal of Nursing Administration
Journal for Healthcare Quality
Journal for Nurses in Professional Development
Journal of Acute Care Physical Therapy
Journal of Addiction Medicine
Journal of Addictions Nursing
Journal of Ambulatory Care Management
Journal of Bone and Joint Surgery
Journal of Bronchology & Interventional Pulmonology
Journal of Cardiopulmonary Rehabilitation and Prevention
Journal of Cardiovascular Medicine
Journal of Cardiovascular Nursing
Journal of Cardiovascular Pharmacology
Journal of Cataract & Refractive Surgery
Journal of Christian Nursing
Journal of Clinical Gastroenterology
Journal of Clinical Neuromuscular Disease
Journal of Clinical Neurophysiology
Journal of Clinical Psychopharmacology
Journal of Computer Assisted Tomography

Journal of Continuing Education in the Health Professions
Journal of Craniofacial Surgery
Journal of Dermatology for Physician Assistants
Journal of Developmental & Behavioral Pediatrics
Journal of Forensic Nursing
Journal of Geriatric Physical Therapy
Journal of Glaucoma
Journal of Head Trauma Rehabilitation
Journal of Healthcare Management
Journal of Hospice & Palliative Nursing
Journal of Hypertension
Journal of Immunotherapy
Journal of Infusion Nursing
Journal of Lower Genital Tract Disease
Journal of Nervous & Mental Disease
Journal of Neurologic Physical Therapy
Journal of Neuro-Ophthalmology
Journal of Neuroscience Nursing
Journal of Neurosurgical Anesthesiology
Journal of Nursing Care Quality
Journal of Occupational & Environmental Medicine
Journal of Orthopaedic Trauma
Journal of Patient Safety
Journal of Pediatric Hematology/Oncology
Journal of Pediatric Orthopaedics
Journal of Pediatric Orthopaedics B
Journal of Perinatal & Neonatal Nursing
Journal of Physical Therapy Education

Journal of Psychiatric Practice
Journal of Public Health Management & Practice
Journal of Strength and Conditioning Research
Journal of the American Academy of Orthopaedic Surgeons
Journal of the American Association of Nurse Practitioners
Journal of the American College of Surgeons
Journal of the Association of Nurses in AIDS Care
Journal of the Dermatology Nurses' Association
Journal of Thoracic Imaging
Journal of Trauma and Acute Care Surgery
Journal of Trauma Nursing
Journal of Urology
Journal of Women's & Pelvic Health Physical Therapy
Journal of Wound, Ostomy & Continence Nursing
JPO Journal of Prosthetics and Orthotics
MCN: The American Journal of Maternal/Child Nursing
Medical Care
Medicine & Science in Sports & Exercise
Melanoma Research
Menopause
NeuroReport
Neurosurgery
Nuclear Medicine Communications
Nurse Educator
Nursing
Nursing Administration Quarterly
Nursing Education Perspectives
Nursing Made Incredibly Easy!

Nursing Management
Nursing Research
Nutrition Today
Obstetrical & Gynecological Survey
Obstetrics & Gynecology
Operative Neurosurgery
Ophthalmic Plastic & Reconstructive Surgery
Orthopaedic Nursing
Otology & Neurotology
Pain
Pancreas
Pediatric Critical Care Medicine
Pediatric Emergency Care
Pediatric Infectious Disease Journal
Pediatric Physical Therapy
Pharmacogenetics and Genomics
Plastic & Reconstructive Surgery
Plastic and Aesthetic Nursing
Professional Case Management
Prosthetics & Orthotics International
Psychiatric Genetics
Quality Management in Health Care
Rehabilitation Nursing Journal
Rehabilitation Oncology
Retina
RETINAL Cases & Brief Reports
Reviews and Research in Medical Microbiology
Sexually Transmitted Diseases

Shock
Simulation in Healthcare: The Journal of the Society for Simulation in Healthcare
Southern Medical Journal
Spine
Strength & Conditioning Journal
Stroke
Surgical Laparoscopy, Endoscopy & Percutaneous Techniques
Techniques in Foot & Ankle Surgery
Techniques in Hand & Upper Extremity Surgery
Techniques in Orthopaedics
The American Journal of Dermatopathology
The Cancer Journal
The Clinical Journal of Pain
The Journal of Aquatic Physical Therapy
The Journal of ECT
The Journal of Physician Assistant Education
The Neurologist
The Nurse Practitioner
Therapeutic Drug Monitoring
Topics in Clinical Nutrition
Topics in Geriatric Rehabilitation
Topics in Language Disorders
Translational Journal of the American College of Sports Medicine
Transplantation
Ultrasound Quarterly
Urogynecology
Urology Practice



Beilage ./7: Angebot

Ich / Wir,

Name und Anschrift der/des Bewerbers:Bewerberin	Ovid Technologies GmbH Leipziger Platz 7 D-10117 Berlin
--	---

lege / legen gegenständliches Angebot in der zweiten Stufe des Verfahrens "Bibliothek read & publish 2026" (Aktenzeichen 2502248).

Folgenden Unterlagen bilden einen integralen Bestandteil meines / unseres Erst-Angebots:

Nr.	Bezeichnung der direkt am Portal auszufüllenden Formblätter
1.	Formblatt 1: Erklärung des Bieters (AU)
2.	Formblatt 15: Rechtsgültige Unterfertigung

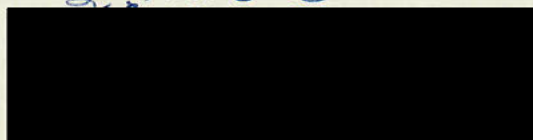
Nr.	Bezeichnung der einzureichenden Beilagen	Ja	Nein
1.	Angebot (Beilage ./7)	☒	☐
2.	Preisblatt (Beilage ./8)	☒	☐
3.	Gegebenenfalls Vollmacht für den / die Signator:in (Beilage ./5)	☒	☐
4.	Gegebenenfalls Vollmacht der Ansprechperson beim:bei der Bieter:in (Beilage ./6)	☒	☐
Besondere Unterlagen (durch die Bieterin vorzulegen)		Ja	Nein
5.	Angebot der Bieterin	☒	☐
6.	Finaler Lizenzvertrag der Bieterin	☒	☐
7.	Gegebenenfalls Special Conditions zum Lizenzvertrag	☐	☒
8.	Gegebenenfalls Liste der Journale für die eine Leseberechtigung eingeräumt wird	☒	☐
9.	Gegebenenfalls Liste der Journale für die eine Publizierberechtigung eingeräumt wird	☒	☐

Werden Unterlagen nicht neuerlich vorgelegt, werden die Unterlagen des Erstangebots berücksichtigt.



Datum, Firmenstempel und
rechtsgültige Unterschrift

2.12.2025



OVID Technologies GmbH
Leipziger Platz 7, 10117 Berlin
Tel.: 030 - 85 77 99 - 0
Fax: 030 - 85 77 99 - 99

OVID Te.
Leipziger
Tel.: 0
Fax: 0

OVID Te.
Leipziger
Tel.: 0
Fax: 0

OVID Te.
Leipziger
Tel.: 0
Fax: 0

Beilage ./8: Preisblatt

Alle grau hinterlegten Felder sind entsprechend auszufüllen:

Name des/der Bieterin:	Ovid Technologies GmbH	
Datum:	2. Dezember 2025	
Die Reading-Komponente wird angeboten	Ja ☒	Nein ☐
Die Publishing-Komponente wird angeboten:	Ja ☒	Nein ☐

Pos	Positionsleistung	Positionspreis EUR (exkl. MwSt)
1	1.1 Bereitstellung des Lesezugriffs für alle vertragsgegenständlichen ¹ Titel (2026)	
	1.2 Bereitstellung des Lesezugriffs für alle vertragsgegenständlichen Titel (2026)	
	1.3 Bereitstellung des Lesezugriffs für alle vertragsgegenständlichen Titel (2026)	
2	2.1 Bereitstellung der Berechtigung zur Publikation im Wert von EUR 80.000 (exkl. MwSt.) in allen vertragsgegenständlichen ² Zeitschriften 2026	
	2.2 Bereitstellung der Berechtigung zur Publikation im Wert von EUR 80.000 (exkl. MwSt.) in allen vertragsgegenständlichen Zeitschriften 2027	
	2.3 Bereitstellung der Berechtigung zur Publikation im Wert von EUR 80.000 (exkl. MwSt.) in allen vertragsgegenständlichen Zeitschriften 2028	
Gesamtpreis (EUR exkl. MwSt.)		€ 979.412,00⁴

¹ Vgl. Liste der Journale für die eine Leseberechtigung eingeräumt wird.

² Vgl. Liste der Journale für die eine Publizierberechtigung eingeräumt wird;

³ Bieter, die die Publikationsmöglichkeit nicht anbieten, haben in der Preispositionen für das Jahr 2026, 2027 und 2028 jeweils das Publikationsbudget der Auftraggeberin einzutragen.

⁴ Summe aus allen Positionspreisen; bewertungsrelevanter Preis, der auch im Leistungsverzeichnis auf der Vergabeplattform der Auftraggeberin einzutragen ist.

Product Code	Description	ISSN
AACR-JN-13	A&A Practice	-
ACPT-JN-13	Journal of Acute Care Physical Therapy	2158-8686
ACSM-JN-N19	ACSM's Health & Fitness Journal from 2015	1091-5397
ADAP-JN-N19	Advances in Anatomic Pathology from 2015	1072-4109
ADDT-JN-02	Addictive Disorders & Their Treatment (Closed Front File)	1531-5754
ADRB-JN-N19	Adverse Drug Reaction Bulletin from 2015	0044-6394
AIDS-JN-N19	AIDS from 2015	0269-9370
AIMU-JN-N19	Applied Immunohistochemistry & Molecular Morphology from 2015	1541-2016
AINS-JN-N19	Advances in Nursing Science from 2015	0161-9268
AJCO-JN-N19	American Journal of Clinical Oncology from 2015	0277-3732
AJDR-JN-N19	American Journal of Dermatopathology, The from 2015	0193-1091
AJFM-JN-N19	American Journal of Forensic Medicine and Pathology, The from 2015	0195-7910
AJGA-JN-18	American Journal of Gastroenterology	0002-9270
AJMQ-JN-N20	American Journal of Medical Quality	1062-8606
AJNR-JN-N19	AJN The American Journal of Nursing from 2015	0002-936X
AJPM-JN-N19	American Journal of Physical Medicine & Rehabilitation from 2015	0894-9115
AJSP-JN-N19	American Journal of Surgical Pathology, The from 2015	0147-5185
AJTH-JN-N19	American Journal of Therapeutics from 2015	1075-2765
ALCA-JN-02	Alzheimer's Care Today (Closed Frontfile)	1936-3001
ALDA-JN-N19	Alzheimer Disease & Associated Disorders from 2015	0893-0341
ANCD-JN-N19	Anti-Cancer Drugs from 2015	0959-4973
ANCR-JN-N19	Advances in Neonatal Care from 2015	1536-0903
ANET-JN-N19	Anesthesiology from 2015	0003-3022
ANPL-JN-N19	Annals of Plastic Surgery from 2015	0148-7043
ANSU-JN-N19	Annals of Surgery from 2015	0003-4932
APSC-JN-07	ACADEMIC Physician & Scientist (Closed Frontfile)	1093-1139
ASAG-JN-N19	Anesthesia & Analgesia from 2015	0003-2999
ASIO-JN-N19	ASAIO Journal from 2015	1058-2916
ASMO-JN-20	ASA Monitor	2380-4017
ASRC-JN-01	ASA Refresher Courses in Anesthesiology (Closed Frontfile)	0363-471X
ASWC-JN-N19	Advances in Skin & Wound Care from 2015	1527-7941
ATVB-JN-N19	Arteriosclerosis, Thrombosis, and Vascular Biology from 2015	1079-5642
BACK-JN-05	Back Letter, The (Closed Frontfile)	0894-7376
BCGF-JN-N19	Blood Coagulation & Fibrinolysis from 2015	0957-5235
BEPH-JN-N19	Behavioural Pharmacology from 2015	0955-8810
BLPM-JN-N19	Blood Pressure Monitoring from 2015	1359-5237
BONJ-JN-05	Lippincott's Bone and Joint Newsletter (Closed Frontfile)	1543-9879
BSAF-JN-N19	Biomedical Safety & Standards from 2015	1080-9775
CACO-JN-15	JBJS Case Connector	-
CADR-JN-N19	Cardiology in Review from 2015	1061-5377
CART-JN-N19	Coronary Artery Disease from 2015	0954-6928
CCIM-JN-N19	Circulation: Cardiovascular Imaging from 2015	1941-9651
CCME-JN-N19	Critical Care Medicine from 2015	0090-3493
CCNQ-JN-N19	Critical Care Nursing Quarterly from 2015	0887-9303
CCNU-JN-06	Nursing2020 Critical Care (Closed FrontFile)	1558-447X
CCOS-PB-E04	Chapman's Comprehensive Orthopaedic Surgery	-
CCRC-JN-05	Contemporary Critical Care (Closed Frontfile)	1543-9003
CDRA-JN-N19	Contemporary Diagnostic Radiology from 2015	0149-9009
CDYS-JN-N19	Clinical Dysmorphology from 2015	0962-8827
CEHP-JN-N19	Journal of Continuing Education in the Health Professions, The from 2015	0894-1912
CIAE-JN-N19	Circulation: Arrhythmia and Electrophysiology from 2015	1941-3149
CICG-JN-N19	Circulation: Genomic and Precision Medicine from 2015	-

CICI-JN-N19	Circulation: Cardiovascular Interventions from 2015	1941-7640
CICQ-JN-N19	Circulation: Cardiovascular Quality and Outcomes from 2015	1941-7705
CIHF-JN-N19	Circulation: Heart Failure from 2015	1941-3289
CINC-JN-N19	CIN: Computers, Informatics, Nursing from 2015	1538-2931
CIRC-JN-N19	Circulation from 2015	0009-7322
CIRR-JN-N19	Circulation Research from 2015	0009-7330
CJAD-JN-N19	Canadian Journal of Addiction from 2015	2368-4720
CJPN-JN-N19	Clinical Journal of Pain, The from 2015	0749-8047
CJSM-JN-N19	Clinical Journal of Sport Medicine from 2015	1050-642X
CLAO-JN-N19	Eye & Contact Lens from 2015	1542-2321
CLNP-JN-N19	Clinical Neuropharmacology from 2015	0362-5664
CNCR-JN-N19	Cancer Journal, The from 2015	1528-9117
CNEU-JN-N19	Contemporary Neurosurgery from 2015	0163-2108
CNNU-JN-N19	Cancer Nursing from 2015	0162-220X
CNSJ-JN-N19	Clinical Nurse Specialist from 2015	0887-6274
CNUM-JN-N19	Clinical Nuclear Medicine from 2015	0363-9762
COAC-JN-N19	Current Opinion in Allergy and Clinical Immunology from 2015	1528-4050
COAN-JN-N19	Current Opinion in Anesthesiology from 2015	0952-7907
COBG-JN-N19	Clinical Obstetrics and Gynecology from 2015	0009-9201
COCC-JN-N19	Current Opinion in Critical Care from 2015	1070-5295
COCN-JN-N19	Current Opinion in Clinical Nutrition & Metabolic Care from 2015	1363-1950
COCR-JN-N19	Current Opinion in Cardiology from 2015	0268-4705
COED-JN-N19	Current Opinion in Endocrinology, Diabetes and Obesity from 2015	1752-296X
COEP-JN-21	Current Opinion in Epidemiology and Public Health	-
COGS-JN-N19	Current Opinion in Gastroenterology from 2015	0267-1379
COHA-JN-N19	Current Opinion in HIV and AIDS from 2015	1746-630X
COHE-JN-N19	Current Opinion in Hematology from 2015	1065-6251
COID-JN-N19	Current Opinion in Infectious Diseases from 2015	0951-7375
COIP-JN-N19	Current Opinion in Psychiatry from 2015	0951-7367
COLI-JN-N19	Current Opinion in Lipidology from 2015	0957-9672
CONE-JN-N19	Current Opinion in Neurology from 2015	1350-7540
CONH-JN-N19	Current Opinion in Nephrology and Hypertension from 2015	1062-4821
CONT-JN-04	CONTINUUM: Lifelong Learning in Neurology	1080-2371
COOG-JN-N19	Current Opinion in Obstetrics and Gynecology from 2015	1040-872X
COOH-JN-N19	Current Opinion in Otolaryngology & Head and Neck Surgery from 2015	1068-9508
COON-JN-N19	Current Opinion in Oncology from 2015	1040-8746
COOP-JN-N19	Current Opinion in Ophthalmology from 2015	1040-8738
COOR-JN-N19	Current Orthopaedic Practice from 2015	1940-7041
COOT-JN-N19	Current Opinion in Organ Transplantation from 2015	1087-2418
COPE-JN-N19	Current Opinion in Pediatrics from 2015	1040-8703
COPM-JN-N19	Current Opinion in Pulmonary Medicine from 2015	1070-5287
COPT-JN-05	Contemporary Optometry (Closed Frontfile)	1541-5783
CORH-JN-N19	Current Opinion in Rheumatology from 2015	1040-8711
CORN-JN-N19	Cornea from 2015	0277-3740
CORR-JN-18	Clinical Orthopaedics and Related Research	0009-921X
COSP-JN-N19	Current Opinion in Supportive and Palliative Care from 2015	1751-4258
COTH-JN-05	Contemporary Ophthalmology (Closed Frontfile)	1537-5846
COUR-JN-N19	Current Opinion in Urology from 2015	0963-0643
CPPT-JN-N19	Cardiopulmonary Physical Therapy Journal from 2015	1541-7891
CPUL-JN-01	Clinical Pulmonary Medicine (Closed FrontFile)	1068-0640
CRPT-JN-N19	Critical Pathways in Cardiology from 2015	1535-282X
CSMR-JN-N19	Current Sports Medicine Reports from 2015	1537-890X
CSPN-JN-N19	Contemporary Spine Surgery from 2015	1527-4268

DCCN-JN-N19	Dimensions of Critical Care Nursing from 2015	0730-4625
DCRM-JN-N19	Diseases of the Colon & Rectum from 2015	0012-3706
DERS-JN-N19	Dermatologic Surgery from 2015	1076-0512
EARH-JN-N19	Ear and Hearing from 2015	0196-0202
EBEY-JN-01	Evidence-Based Ophthalmology (Closed Frontfile)	1555-9203
EBGA-JN-01	Evidence-Based Gastroenterology - (Closed FrontFile)	1527-8557
EBPR-JN-18	Evidence-Based Practice	1095-4120
EJCP-JN-N19	European Journal of Cancer Prevention from 2015	0959-8278
EJEM-JN-N19	European Journal of Emergency Medicine from 2015	0969-9546
EJGH-JN-N19	European Journal of Gastroenterology & Hepatology from 2015	0954-691X
EPID-JN-N19	Epidemiology	1044-3983
ESSR-JN-N19	Exercise and Sport Sciences Reviews	0091-6331
ESST-JN-15	JBJS Essential Surgical Techniques	-
EUJA-JN-N19	European Journal of Anaesthesiology (EJA)	0265-0215
FACH-JN-N19	Family & Community Health from 2015	0160-6379
FHSM-JN-N19	Frontiers of Health Services Management from 2015	0748-8157
GAST-JN-N19	Gastroenterology Nursing from 2015	1042-895X
HARE-JN-N19	Harvard Review of Psychiatry from 2015	1067-3229
HCMG-JN-02	Health Care Manager, The (Closed Frontfile)	1525-5794
HCMR-JN-N19	Health Care Management Review from 2015	0361-6274
HFNF-JN-02	Health Care Food & Nutrition Focus- (Closed FrontFile)	1090-2260
HHNR-JN-N19	Home Healthcare Now from 2015	2374-4529
HONP-JN-N19	Holistic Nursing Practice	0887-9311
HPHY-JN-N19	Health Physics	0017-9078
HRTI-JN-07	HEART Insight (Closed Frontfile)	1934-5917
HYPE-JN-N19	Hypertension from 2015	0194-911X
IDCP-JN-N19	Infectious Diseases in Clinical Practice from 2015	1056-9103
IJEB-JN-N19	JB I Evidence Implementation from 2015	-
IJGP-JN-N19	International Journal of Gynecological Pathology from 2015	0277-1691
IJRR-JN-N19	International Journal of Rehabilitation Research from 2015	0342-5282
IMDE-JN-01	Implant Dentistry - (Closed FrontFile)	1056-6163
INAC-JN-N19	International Anesthesiology Clinics from 2015	0020-5907
INCP-JN-N19	International Clinical Psychopharmacology from 2015	0268-1315
INDT-JN-05	Psychopharm Review (Closed Frontfile)	1936-9255
INYO-JN-N19	Infants & Young Children from 2015	0896-3746
IOPC-JN-N19	International Ophthalmology Clinics from 2015	0020-8167
IVRD-JN-N19	Investigative Radiology from 2015	-
JAAN-JN-N19	Journal of the American Association of Nurse Practitioners from 2015	2327-6886
JAAO-JN-N19	JAAOS - Journal of the American Academy of Orthopaedic Surgeons from 2015	1067-151X
JAAP-JN-N19	JAAPA - Journal of the American Academy of PAs from 2015	1547-1896
JACS-JN-N21	Journal of the American College of Surgeons	1072-7515
JAID-JN-N19	JAIDS Journal of Acquired Immune Deficiency Syndromes from 2015	1525-4135
JAMC-JN-N19	Journal of Ambulatory Care Management, The from 2015	0148-9917
JAPT-JN-N20	Journal of Aquatic Physical Therapy, The	2377-6102
JBJS-JN-N19	The Journal of Bone & Joint Surgery (American Volume) from 2015	0021-9355
JBRO-JN-N19	Journal of Bronchology & Interventional Pulmonology from 2015	1944-6586
JBRV-JN-15	JBJS Reviews	-
JCAN-JN-N19	Journal of Cardiovascular Nursing from 2015	0889-4655
JCAR-JN-06	Journal of Cardiovascular Medicine	1558-2027
JCAT-JN-N19	Journal of Computer Assisted Tomography from 2015	0363-8715
JCEN-JN-N19	Journal of Clinical Engineering from 2015	0363-8855
JCGA-JN-N19	Journal of Clinical Gastroenterology from 2015	0192-0790
JCHN-JN-N19	Journal of Christian Nursing from 2015	0743-2550

JCLN-JN-N19	Journal of Clinical Neurophysiology from 2015	0736-0258
JCND-JN-N19	Journal of Clinical Neuromuscular Disease from 2015	1522-0443
JCPM-JN-N19	Journal of Cardiovascular Pharmacology	0160-2446
JCPS-JN-N19	Journal of Clinical Psychopharmacology from 2015	0271-0749
JCRH-JN-N19	Journal of Cardiopulmonary Rehabilitation and Prevention from 2015	1932-7501
JCRS-JN-19	Journal of Cataract and Refractive Surgery	0886-3350
JCRY-JN-N19	JCR: Journal of Clinical Rheumatology from 2015	1076-1608
JCSU-JN-N19	Journal of Craniofacial Surgery from 2015	1049-2275
JDBP-JN-N19	Journal of Developmental & Behavioral Pediatrics from 2015	0196-206X
JDNA-JN-09	Journal of the Dermatology Nurses' Association	1945-760x
JDPA-JN-23	Journal of Dermatology for Physician Assistants	1938-9574
JECT-JN-N19	Journal of ECT, The from 2015	1095-0680
JFHQ-JN-N19	Journal for Healthcare Quality from 2015	1062-2551
JGLA-JN-N19	Journal of Glaucoma from 2015	1057-0829
JGPT-JN-N19	Journal of Geriatric Physical Therapy - from 2015	1539-8412
JHLE-JN-01	JONA's Healthcare Law, Ethics, and Regulation - (Closed FrontFile	1520-9229
JHPN-JN-N19	Journal of Hospice & Palliative Nursing from 2015	1522-2179
JHTR-JN-N19	Journal of Head Trauma Rehabilitation, The from 2015	0885-9701
JHYP-JN-N19	Journal of Hypertension from 2015	0263-6352
JIFN-JN-N19	Journal of Infusion Nursing from 2015	1533-1458
JIMM-JN-N19	Journal of Immunotherapy from 2015	1524-9557
JLGT-JN-N19	Journal of Lower Genital Tract Disease from 2015	1089-2591
JMED-JN-N19	Journal of Addiction Medicine from 2015	1932-0620
JNAC-JN-19	Journal of the Association of Nurses in AIDS Care	1055-3290
JNAD-JN-N19	JONA: The Journal of Nursing Administration from 2015	0002-0443
JNCQ-JN-N19	Journal of Nursing Care Quality from 2015	1057-3631
JNEA-JN-N19	Journal of Neurosurgical Anesthesiology from 2015	0898-4921
JNMD-JN-N19	Journal of Nervous and Mental Disease, The from 2015	0022-3018
JNNU-JN-N19	Journal of Neuroscience Nursing from 2015	0888-0395
JNOP-JN-N19	Journal of Neuro-Ophthalmology from 2015	1070-8022
JNPT-JN-N19	Journal of Neurologic Physical Therapy from 2015	1557-0576
JNSD-JN-N19	Journal for Nurses in Professional Development from 2015	2169-9798
JOAD-JN-N19	Journal of Addictions Nursing from 2015	1088-4602
JOEM-JN-N19	Journal of Occupational and Environmental Medicine from 2015	1076-2752
JOFN-JN-N19	Journal of Forensic Nursing from 2015	1556-3693
JOHC-JN-N19	Journal of Healthcare Management from 2015	1096-9012
JOPA-JN-16	JBJS Journal of Orthopaedics for Physician Assistants	-
JOPS-JN-N19	Journal of Patient Safety from 2015	1549-8417
JORT-JN-N19	Journal of Orthopaedic Trauma from 2015	0890-5339
JPAE-JN-N19	Journal of Physician Assistant Education from 2015	1941-9430
JPAI-JN-N19	Pain from 2015	0304-3959
JPEL-JN-N19	Urogynecology from 2015	-
JPEN-JN-N19	Journal of Perinatal & Neonatal Nursing, The from 2015	0893-2190
JPHO-JN-N19	Journal of Pediatric Hematology/Oncology from 2015	1077-4114
JPMP-JN-N19	Journal of Public Health Management and Practice from 2015	1078-4659
JPOB-JN-N19	Journal of Pediatric Orthopaedics B from 2015	1060-152X
JPOR-JN-N19	Journal of Pediatric Orthopaedics from 2015	0271-6798
JPSP-JN-N19	Journal of Psychiatric Practice from 2015	-
JPTE-JN-N19	Journal of Physical Therapy Education from 2015	-
JSCR-JN-N19	Journal of Strength & Conditioning Research, The from 2015	1064-8011
JSPI-JN-N19	Clinical Spine Surgery	2380-0186
JTHI-JN-N19	Journal of Thoracic Imaging from 2015	0883-5993
JTRA-JN-N19	Journal of Trauma and Acute Care Surgery, The from 2015	2163-0755

JTRN-JN-N19	Journal of Trauma Nursing from 2015	1078-7496
JURO-JN-19	Journal of Urology	0022-5347
JWHP-JN-N19	Journal of Women's & Pelvic Health Physical Therapy from 2015	1556-6803
LCAM-JN-N19	Professional Case Management from 2015	1932-8087
LPN2-JN-05	LPN- (Closed Frontfile)	1553-0582
MCAR-JN-N19	Medical Care from 2015	0025-7079
MCNJ-JN-N19	MCN: The American Journal of Maternal/Child Nursing from 2015	0361-929X
MDIB-JN-09	Medical Innovation & Business (Closed Frontfile)	1943-0701
MENO-JN-N19	Menopause from 2015	1072-3714
MLRE-JN-N19	Melanoma Research from 2015	0960-8931
MSPX-JN-N19	Medicine & Science in Sports & Exercise from 2015	0195-9131
NAQT-JN-N19	Nursing Administration Quarterly from 2015	0363-9568
NEDU-JN-N19	Nurse Educator from 2015	0363-3624
NEPH-JN-08	Nephrology Times (Closed Frontfile)	1940-5960
NESQ-JN-01	Neurosurgery Quarterly (Closed Frontfile)	1050-6438
NEUR-JN-10	Neurology Clinical Practice	2163-0402
NEUR-JN-95	Neurology	0028-3878
NEUS-JN-N22	Neurosurgery from 2015	0148-396X
NHCP-JN-N19	Nursing Education Perspectives from 2015	1536-5026
NMCM-JN-N19	Nuclear Medicine Communications from 2015	0143-3636
NMIE-JN-N19	Nursing Made Incredibly Easy from 2015	1544-5186
NNBN-JN-N19	Cognitive and Behavioral Neurology from 2015	1543-3633
NREP-JN-N19	NeuroReport	0959-4965
NRLG-JN-N19	Neurologist, The	1074-7931
NRRS-JN-N19	Nursing Research	0029-6562
NRSG-JN-N19	Nursing2024 from 2015	0360-4039
NRSP-JN-N19	Nurse Practitioner, The from 2015	0361-1817
NTOD-JN-04	Neurology Today	-
NUMA-JN-N19	Nursing Management from 2015	0744-6314
NUTM-JN-05	Clinical Nutrition Insight (Closed Frontfile)	1938-8640
NUTO-JN-N19	Nutrition Today from 2015	0029-666x
OAWK-JN-I17	LWW - Open Access/Free to Read Journal Collection - Rolling	-
OBNJ-JN-N19	Obstetrics & Gynecology from 2015	0029-7844
OBSA-JN-N19	Obstetric Anesthesia Digest from 2015	0275-665X
OGSU-JN-N19	Obstetrical & Gynecological Survey from 2015	0029-7828
ONEU-JN-N22	Operative Neurosurgery from 2015	2332-4252
ONTU-JN-09	Oncology Times UK (Closed Frontfile)	1742-8009
OPRS-JN-N19	Ophthalmic Plastic & Reconstructive Surgery from 2015	0740-9303
ORNS-JN-07	OR Nurse (Closed Frontfile)	1933-3145
ORNU-JN-N19	Orthopaedic Nursing from 2015	0744-6020
OTNU-JN-N19	Otology & Neurotology from 2015	1531-7129
OVJ3-30-46	The Endocrinologist (Closed Frontfile)	1051-2144
PACE-JN-10	PACEsetterS (Closed Frontfile)	1449-7700
PACR-JN-01	AJSP: Reviews & Reports - (Closed Front File)	2381-5949
PANC-JN-N19	Pancreas from 2015	0885-3177
PAOI-JN-20	Prosthetics and Orthotics International	0309-3646
PECC-JN-N19	Pediatric Critical Care Medicine from 2015	1529-7535
PEMC-JN-N19	Pediatric Emergency Care from 2015	0749-5161
PHGN-JN-N19	Pharmacogenetics and Genomics from 2015	1744-6872
PIDJ-JN-N19	Pediatric Infectious Disease Journal, The from 2015	0891-3668
PLRS-JN-N19	Plastic and Reconstructive Surgery from 2015	0032-1052
PLSN-JN-N19	Plastic and Aesthetic Nursing from 2015	0741-5206
POIN-JN-02	Point of Care (Closed FrontFile)	1533-029X

PORT-JN-N19	JPO: Journal of Prosthetics and Orthotics from 2015	1040-8800
PPYT-JN-N19	Pediatric Physical Therapy - APTA Academy of Pediatric Physical Therapy from 2015	0898-5669
PSME-JN-N19	Biopsychosocial Science and Medicine from 2015	2998-8756
PSOG-JN-N19	Topics in Obstetrics & Gynecology from 2015	2380-0216
PSYG-JN-N19	Psychiatric Genetics from 2015	0955-8829
QUAL-JN-N19	Quality Management in Healthcare from 2015	1063-8628
RADI-JN-01	Radiologist, The (Closed Frontfile)	1069-1286
RCBP-JN-N19	Retinal Cases and Brief Reports from 2015	-
RENJ-JN-N19	Rehabilitation Nursing from 2015	0278-4807
REON-JN-N19	Rehabilitation Oncology - APTA Oncology, an Academy of the American Physical Therapy Association from 2015	2168-3808
RETI-JN-N19	Retina from 2015	0275-004X
RLMS-JN-01	Real Living with Multiple Sclerosis (Closed Frontfile)	1079-4220
RMMI-JN-N19	Reviews and Research in Medical Microbiology from 2015	2770-3150
SANE-JN-01	Survey of Anesthesiology (Closed Frontfile)	0039-6206
SCJR-JN-N19	Strength & Conditioning Journal from 2015	1524-1602
SHOC-JN-N19	Shock from 2015	-
SIMH-JN-N19	Simulation in Healthcare from 2015	1559-2332
SLEN-JN-N19	Surgical Laparoscopy Endoscopy & Percutaneous Techniques from 2015	1530-4515
SMAR-JN-N19	Sports Medicine and Arthroscopy Review from 2015	1062-8592
SMED-JN-N19	Southern Medical Journal from 2015	-
SOSC-JN-96	Soil Science - (Closed FrontFile)	0038-075X
SPNE-JN-N19	Spine	0362-2436
SRIR-JN-N19	JB I Evidence Synthesis from 2015	-
STDS-JN-N19	Sexually Transmitted Diseases from 2015	0148-5717
STRO-JN-N19	Stroke from 2015	0039-2499
TECO-JN-N19	Techniques in Orthopaedics from 2015	-
TECS-JN-01	Techniques in Shoulder & Elbow Surgery (Closed Frontfile)	1523-9896
TEFA-JN-N19	Techniques in Foot & Ankle Surgery from 2015	1536-0644
TEKS-JN-01	Techniques in Knee Surgery (Closed Frontfile)	1536-0636
TEME-JN-N19	Advanced Emergency Nursing Journal from 2015	1931-4485
TGER-JN-N19	Topics in Geriatric Rehabilitation from 2015	0882-7524
THDM-JN-N19	Therapeutic Drug Monitoring from 2015	0163-4356
THUE-JN-N19	Techniques in Hand & Upper Extremity Surgery from 2015	1089-3393
TICL-JN-N19	Topics in Clinical Nutrition from 2015	0883-5691
TIOP-JN-03	Techniques in Ophthalmology (Closed Frontfile)	1542-1929
TJAC-JN-16	Translational Journal of the American College of Sports Medicine	-
TLDI-JN-N19	Topics in Language Disorders from 2015	0271-8294
TOPM-JN-N19	Topics in Pain Management from 2015	0882-5645
TRAN-JN-N19	Transplantation from 2015	0041-1337
ULTQ-JN-N19	Ultrasound Quarterly from 2015	0894-8771
UROP-JN-19	Urology Practice	2352-0779
WOCN-JN-N19	Journal of Wound Ostomy & Continence Nursing from 2015	1071-5754

Errors and omissions excepted. Minor changes may take place during the course of the 3 year contract due to title changes.

Mindestanforderung Reading Komponente	Journal Title	ISSN	eISSN	Type
X	A&A Practice		2575-3126	Hybrid
	Advanced Emergency Nursing Journal	1931-4485	1931-4493	Hybrid
	Advances in Anatomic Pathology	1072-4109	1533-4031	Hybrid
	Advances in Neonatal Care	1536-0903	1536-0911	Hybrid
	Advances in Nursing Science	0161-9268	1550-5014	Hybrid
	Advances in Skin & Wound Care	1527-7941	1538-8654	Hybrid
	AIDS	0269-9370	1473-5571	Hybrid
	AJN, American Journal of Nursing	0002-936X	1538-7488	Hybrid
	Alzheimer Disease & Associated Disorders		1546-4156	Hybrid
	American Journal of Clinical Oncology	0277-3732	1537-453X	Hybrid
X	American Journal of Forensic Medicine & Pathology	0195-7910	1533-404X	Hybrid
X	American Journal of Gastroenterology	0002-9270	1572-0241	Hybrid
	American Journal of Medical Quality	1062-8606	1555-824X	Hybrid
X	American Journal of Physical Medicine & Rehabilitation	0894-9115	1537-7385	Hybrid
X	American Journal of Surgical Pathology	0147-5185	1532-0979	Hybrid
	American Journal of Therapeutics		1536-3686	Hybrid
X	Anesthesia & Analgesia	0003-2999	1526-7598	Hybrid
X	Anesthesiology	0003-3022	1528-1175	Hybrid
X	Annals of Plastic Surgery	0148-7043	1536-3708	Hybrid
X	Annals of Surgery	0003-4932	1528-1140	Hybrid
	Anti-Cancer Drugs	0959-4973	1473-5741	Hybrid
	Applied Immunohistochemistry & Molecular Morphology	1541-2016	1533-4058	Hybrid
X	Arteriosclerosis, Thrombosis, & Vascular Biology	1079-5642	1524-4636	Hybrid
	ASAIO Journal	1058-2916	1538-943X	Hybrid
	Behavioural Pharmacology	0955-8810	1473-5849	Hybrid
	Biopsychosocial Science and Medicine	2998-8748	2998-8756	Hybrid
X	Blood Coagulation & Fibrinolysis	0957-5235	1473-5733	Hybrid
	Blood Pressure Monitoring	1359-5237	1473-5725	Hybrid
	Canadian Journal of Addiction	2368-4720	2368-4739	Hybrid
	Cancer Nursing	0162-220X	1538-9804	Hybrid
	Cardiology in Review		1538-4683	Hybrid
	Cardiopulmonary Physical Therapy Journal		2374-8907	Hybrid
	CIN: Computers, Informatics, Nursing			Hybrid
X	Circulation	0009-7322		Hybrid
X	Circulation Research	0009-7330		Hybrid
X	Circulation: Arrhythmia and Electrophysiology		1941-3084	Hybrid
X	Circulation: Cardiovascular Imaging		1942-0080	Hybrid
X	Circulation: Cardiovascular Interventions		1941-7632	Hybrid
X	Circulation: Cardiovascular Quality and Outcomes		1941-7705	Hybrid
X	Circulation: Genomic and Precision Medicine		2574-8300	Hybrid
X	Circulation: Heart Failure		1941-3297	Hybrid
	Clinical Dysmorphology	0962-8827	1473-5717	Hybrid
	Clinical Journal of Sport Medicine	1050-642X	1536-3724	Hybrid
	Clinical Neuropharmacology	0362-5664	1537-162X	Hybrid
	Clinical Nuclear Medicine	0363-9762	1536-0229	Hybrid
	Clinical Nurse Specialist	0887-6274	1538-9782	Hybrid

X	Clinical Obstetrics & Gynecology	0009-9201	1532-5520	Hybrid
X	Clinical Orthopaedics & Related Research	0009-921X	1528-1132	Hybrid
	Clinical Spine Surgery	2380-0186	2380-0194	Hybrid
	Cognitive and Behavioral Neurology		1543-3641	Hybrid
X	Cornea	0277-3740	1536-4798	Hybrid
	Coronary Artery Disease	0954-6928	1473-5830	Hybrid
X	Critical Care Medicine	0090-3493	1530-0293	Hybrid
	Critical Pathways in Cardiology: A Journal of Evidence-Based Medicine		1535-2811	Hybrid
	Current Opinion in Allergy & Clinical Immunology		1473-6322	Hybrid
	Current Opinion in Anaesthesiology	0952-7907	1473-6500	Hybrid
X	Current Opinion in Cardiology	0268-4705	1531-7080	Hybrid
	Current Opinion in Clinical Nutrition & Metabolic Care		1473-6519	Hybrid
X	Current Opinion in Critical Care	1070-5295	1531-7072	Hybrid
	Current Opinion in Endocrinology, Diabetes & Obesity	1752-296X	1752-2978	Hybrid
	Current Opinion in Epidemiology and Public Health	2766-9181	2766-9181	Hybrid
X	Current Opinion in Gastroenterology		1531-7056	Hybrid
X	Current Opinion in Hematology	1065-6251	1531-7048	Hybrid
	Current Opinion in HIV and AIDS	1746-630X	1746-6318	Hybrid
	Current Opinion in Infectious Diseases	0951-7375	1473-6527	Hybrid
X	Current Opinion in Lipidology	0957-9672	1473-6535	Hybrid
X	Current Opinion in Nephrology & Hypertension	1062-4821	1473-6543	Hybrid
X	Current Opinion in Neurology	1350-7540	1473-6551	Hybrid
X	Current Opinion in Obstetrics & Gynecology	1040-872X	1473-656X	Hybrid
X	Current Opinion in Oncology	1040-8746	1531-703X	Hybrid
X	Current Opinion in Ophthalmology	1040-8738	1531-7021	Hybrid
X	Current Opinion in Organ Transplantation		1531-7013	Hybrid
X	Current Opinion in Otolaryngology & Head & Neck Surgery	1068-9508	1531-6998	Hybrid
X	Current Opinion in Pediatrics		1531-698X	Hybrid
X	Current Opinion in Psychiatry	0951-7367	1473-6578	Hybrid
	Current Opinion in Pulmonary Medicine		1531-6971	Hybrid
	Current Opinion in Rheumatology	1040-8711	1531-6963	Hybrid
	Current Opinion in Supportive & Palliative Care		1751-4266	Hybrid
X	Current Opinion in Urology	0963-0643	1473-6586	Hybrid
	Current Orthopaedic Practice		1941-7551	Hybrid
X	Dermatologic Surgery	1076-0512	1524-4725	Hybrid
X	Diseases of the Colon & Rectum	0012-3706	1530-0358	Hybrid
	Ear & Hearing		1538-4667	Hybrid
	Epidemiology	1044-3983	1531-5487	Hybrid
	European Journal of Anaesthesiology	0265-0215	1365-2346	Hybrid
	European Journal of Cancer Prevention	0959-8278	1473-5709	Hybrid
	European Journal of Emergency Medicine	0969-9546	1473-5695	Hybrid
X	European Journal of Gastroenterology & Hepatology	0954-691X	1473-5687	Hybrid
	Exercise and Sport Sciences Reviews	0091-6331	1538-3008	Hybrid
	Eye & Contact Lens: Science & Clinical Practice		1542-233X	Hybrid
	Family & Community Health	0160-6379	1550-5057	Hybrid
	Gastroenterology Nursing	1042-895X	1538-9766	Hybrid
	Harvard Review of Psychiatry		1465-7309	Hybrid
	Health Care Management Review	0361-6274	1550-5030	Hybrid
	Health Physics	0017-9078	1538-5159	Hybrid

	Holistic Nursing Practice	0887-9311	1550-5138	Hybrid
	Home Healthcare Now	2374-4529	2374-4537	Hybrid
	Hypertension	0194-911X	1524-4563	Hybrid
	Infants & Young Children	0896-3746	1550-5081	Hybrid
	Infectious Diseases in Clinical Practice	1056-9103	1536-9943	Hybrid
	International Anesthesiology Clinics	0020-5907	1537-1913	Hybrid
	International Clinical Psychopharmacology	0268-1315	1473-5857	Hybrid
	International Journal of Gynecological Pathology	0277-1691	1538-7151	Hybrid
	International Journal of Rehabilitation Research	0342-5282	1473-5660	Hybrid
	International Ophthalmology Clinics	0020-8167	1536-9617	Hybrid
X	Investigative Radiology		1536-0210	Hybrid
	JAAPA	1547-1896	0893-7400	Hybrid
	JAIDS Journal of Acquired Immune Deficiency Syndromes	1525-4135	1944-7884	Hybrid
	JBJS Evidence Implementation		2691-3321	Hybrid
	JBJS Evidence Synthesis		2689-8381	Hybrid
	JBJS Case Connector		2160-3251	Hybrid
	JBJS Essential Surgical Techniques		2160-2204	Hybrid
	JBJS Journal of Orthopaedics for Physician Assistants		2470-1122	Hybrid
	JBJS Reviews		2329-9185	Hybrid
	JCR: Journal of Clinical Rheumatology	1076-1608	1536-7355	Hybrid
	JONA: The Journal of Nursing Administration	0002-0443	1539-0721	Hybrid
	Journal for Healthcare Quality	1062-2551	1945-1474	Hybrid
	Journal for Nurses in Professional Development	2169-9798	2169-981X	Hybrid
	Journal of Acute Care Physical Therapy	2158-8686	2159-0524	Hybrid
	Journal of Addiction Medicine	1932-0620	1935-3227	Hybrid
	Journal of Addictions Nursing	1088-4602	1548-7148	Hybrid
	Journal of Ambulatory Care Management	0148-9917	1550-3267	Hybrid
X	Journal of Bone and Joint Surgery	0021-9355	1535-1386	Hybrid
	Journal of Bronchology & Interventional Pulmonology		1948-8270	Hybrid
	Journal of Cardiopulmonary Rehabilitation and Prevention	1932-7501	1932-751X	Hybrid
	Journal of Cardiovascular Medicine	1558-2027	1558-2035	Hybrid
	Journal of Cardiovascular Nursing	0889-4655	1550-5049	Hybrid
	Journal of Cardiovascular Pharmacology		1533-4023	Hybrid
	Journal of Cataract & Refractive Surgery	0886-3350	1873-4502	Hybrid
	Journal of Christian Nursing	0743-2550	1931-7662	Hybrid
X	Journal of Clinical Gastroenterology		1539-2031	Hybrid
	Journal of Clinical Neuromuscular Disease	1522-0443	1537-1611	Hybrid
	Journal of Clinical Neurophysiology	0736-0258	1537-1603	Hybrid
X	Journal of Clinical Psychopharmacology	0271-0749	1533-712X	Hybrid
	Journal of Computer Assisted Tomography	0363-8715	1532-3145	Hybrid
	Journal of Continuing Education in the Health Professions	0894-1912	1554-558X	Hybrid
	Journal of Craniofacial Surgery	1049-2275	1536-3732	Hybrid
	Journal of Dermatology for Physician Assistants	1938-9574	2994-564X	Hybrid
	Journal of Developmental & Behavioral Pediatrics		1536-7312	Hybrid
	Journal of Forensic Nursing	1556-3693	1939-3938	Hybrid
	Journal of Geriatric Physical Therapy	1539-8412	2152-0895	Hybrid
X	Journal of Glaucoma	1057-0829	1536-481X	Hybrid
	Journal of Head Trauma Rehabilitation	0885-9701	1550-509X	Hybrid
	Journal of Healthcare Management	1096-9012	1944-7396	Hybrid
	Journal of Hospice & Palliative Nursing	1522-2179	1539-0705	Hybrid

X	Journal of Hypertension	0263-6352	1473-5598	Hybrid
	Journal of Immunotherapy		1537-4513	Hybrid
	Journal of Infusion Nursing	1533-1458	1539-0667	Hybrid
	Journal of Lower Genital Tract Disease	1089-2591	1526-0976	Hybrid
	Journal of Nervous & Mental Disease	0022-3018	1539-736X	Hybrid
	Journal of Neurologic Physical Therapy	1557-0576	1557-0584	Hybrid
	Journal of Neuro-Ophthalmology	1070-8022	1536-5166	Hybrid
	Journal of Neuroscience Nursing		1945-2810	Hybrid
X	Journal of Neurosurgical Anesthesiology	0898-4921	1537-1921	Hybrid
	Journal of Nursing Care Quality	1057-3631	1550-5065	Hybrid
	Journal of Occupational & Environmental Medicine	1076-2752	1536-5948	Hybrid
X	Journal of Orthopaedic Trauma	0890-5339	1531-2291	Hybrid
	Journal of Patient Safety	1549-8417	1549-8425	Hybrid
	Journal of Pediatric Hematology/Oncology	1077-4114	1536-3678	Hybrid
	Journal of Pediatric Orthopaedics	0271-6798	1539-2570	Hybrid
	Journal of Pediatric Orthopaedics B	1060-152X	1473-5865	Hybrid
	Journal of Perinatal & Neonatal Nursing	0893-2190	1550-5073	Hybrid
	Journal of Physical Therapy Education		1938-3533	Hybrid
	Journal of Psychiatric Practice		1538-1145	Hybrid
	Journal of Public Health Management & Practice	1078-4659	1550-5022	Hybrid
	Journal of Strength and Conditioning Research	1064-8011	1553-4287	Hybrid
	Journal of the American Academy of Orthopaedic Surgeons	1067-151X	1940-5480	Hybrid
	Journal of the American Association of Nurse Practitioners		2327-6924	Hybrid
	Journal of the American College of Surgeons	1072-7515		Hybrid
	Journal of the Association of Nurses in AIDS Care	1055-3290	1552-6917	Hybrid
	Journal of the Dermatology Nurses' Association	1945-760X	1945-7618	Hybrid
	Journal of Thoracic Imaging		1536-0237	Hybrid
X	Journal of Trauma and Acute Care Surgery	2163-0755	2163-0763	Hybrid
	Journal of Trauma Nursing	1078-7496	1932-3883	Hybrid
X	Journal of Urology	0022-5347	1527-3792	Hybrid
	Journal of Women's & Pelvic Health Physical Therapy	2833-3659		Hybrid
	Journal of Wound, Ostomy & Continence Nursing	1071-5754	1528-3976	Hybrid
	JPO Journal of Prosthetics and Orthotics	1040-8800		Hybrid
	MCN: The American Journal of Maternal/Child Nursing	0361-929X	1539-0683	Hybrid
	Medical Care	0025-7079	1537-1948	Hybrid
X	Medicine & Science in Sports & Exercise	0195-9131	1530-0315	Hybrid
	Melanoma Research	0960-8931	1473-5636	Hybrid
	Menopause		1530-0374	Hybrid
	NeuroReport	0959-4965	1473-558X	Hybrid
	Neurosurgery	0148-396X	1524-4040	Hybrid
	Nuclear Medicine Communications	0143-3636	1473-5628	Hybrid
	Nurse Educator	0363-3624	1538-9855	Hybrid
	Nursing	0360-4039	1538-8689	Hybrid
	Nursing Administration Quarterly	0363-9568	1550-5103	Hybrid
	Nursing Education Perspectives	1536-5026	1943-4685	Hybrid
	Nursing Made Incredibly Easy!	1544-5186	1552-2032	Hybrid
	Nursing Management	0744-6314	1538-8670	Hybrid
	Nursing Research	0029-6562	1538-9847	Hybrid
	Nutrition Today	0029-666X	1538-9839	Hybrid
	Obstetrical & Gynecological Survey	0029-7828	1533-9866	Hybrid

X	Obstetrics & Gynecology	0029-7844	1873-233X	Hybrid
	Operative Neurosurgery	2332-4252	2332-4260	Hybrid
	Ophthalmic Plastic & Reconstructive Surgery	0740-9303	1537-2677	Hybrid
	Orthopaedic Nursing	0744-6020	1542-538X	Hybrid
X	Otology & Neurotology	1531-7129	1537-4505	Hybrid
X	Pain	0304-3959	1872-6623	Hybrid
	Pancreas		1536-4828	Hybrid
	Pediatric Critical Care Medicine	1529-7535	1947-3893	Hybrid
	Pediatric Emergency Care	0749-5161	1535-1815	Hybrid
X	Pediatric Infectious Disease Journal	0891-3668	1532-0987	Hybrid
	Pediatric Physical Therapy	0898-5669	1538-005X	Hybrid
	Pharmacogenetics and Genomics	1744-6872	1744-6880	Hybrid
X	Plastic & Reconstructive Surgery	0032-1052	1529-4242	Hybrid
	Plastic and Aesthetic Nursing	2770-3509		Hybrid
	Professional Case Management	1932-8087	1932-8095	Hybrid
	Prosthetics & Orthotics International	0309-3646	1746-1553	Hybrid
	Psychiatric Genetics	0955-8829	1473-5873	Hybrid
	Quality Management in Health Care	1063-8628	1550-5154	Hybrid
	Rehabilitation Nursing Journal	0278-4807	2048-7940	Hybrid
	Rehabilitation Oncology		2381-2427	Hybrid
X	Retina	0275-004X	1539-2864	Hybrid
	RETINAL Cases & Brief Reports	1935-1089		Hybrid
	Reviews and Research in Medical Microbiology	2770-3150	2770-3169	Hybrid
	Sexually Transmitted Diseases	0148-5717	1537-4521	Hybrid
	Shock	1073-2322		Hybrid
	Simulation in Healthcare: The Journal of the Society for Simulation	1559-2332	1559-713X	Hybrid
	Southern Medical Journal	0038-4348	1541-8243	Hybrid
X	Spine	0362-2436	1528-1159	Hybrid
	Strength & Conditioning Journal	1524-1602	1533-4295	Hybrid
X	Stroke	0039-2499		Hybrid
	Surgical Laparoscopy, Endoscopy & Percutaneous Techniques		1534-4908	Hybrid
	Techniques in Foot & Ankle Surgery		1538-1943	Hybrid
	Techniques in Hand & Upper Extremity Surgery		1531-6572	Hybrid
	Techniques in Orthopaedics		2333-0600	Hybrid
X	The American Journal of Dermatopathology	0193-1091	1533-0311	Hybrid
	The Cancer Journal		1540-336X	Hybrid
	The Clinical Journal of Pain		1536-5409	Hybrid
	The Journal of Aquatic Physical Therapy	2377-6102	2377-6110	Hybrid
X	The Journal of ECT	1095-0680	1533-4112	Hybrid
	The Journal of Physician Assistant Education		1941-9449	Hybrid
	The Neurologist		2331-2637	Hybrid
	The Nurse Practitioner	0361-1817	1538-8662	Hybrid
X	Therapeutic Drug Monitoring	0163-4356	1536-3694	Hybrid
	Topics in Clinical Nutrition	0883-5691	1550-5146	Hybrid
	Topics in Geriatric Rehabilitation	0882-7524		Hybrid
	Topics in Language Disorders	0271-8294	1550-3259	Hybrid
	Translational Journal of the American College of Sports Medicine	2379-2868	2379-2868	Hybrid
X	Transplantation	0041-1337	1534-6080	Hybrid
	Ultrasound Quarterly		1536-0253	Hybrid
	Urogynecology	2771-1897	2771-1897	Hybrid

	Urology Practice	2352-0779	2352-0787	Hybrid
--	------------------	-----------	-----------	--------

Errors and omissions excepted. Minor changes may take place during the course of the 3 year contract due to title changes.

Leistungsbeschreibung

für

Verfahrensname:	Bibliothek read & publish 2026
Aktenzahl:	2502248
Verfahren:	Verhandlungsverfahren ohne vorherige Bekanntmachung (gem.BVergG 2018 idgF)
Ziel/Kurzbeschreibung:	Ziel dieses Vergabeverfahrens ist der Abschluss eines Lizenzvertrags, welcher den Universitätsangehörigen den vollen Lesezugriff auf eine große Anzahl von medizinischen Fachzeitschriften einräumt (Read-Komponente) und ggf die Möglichkeit zur Open-Access-Publikation in einer großen Anzahl von medizinischen Fachzeitschriften eröffnet (Publish-Komponente).
Auftragsart:	Lieferauftrag
CPV-Codes:	22200000-2 Zeitungen, Fachzeitschriften, Periodika und Zeitschriften 72300000-4 Datenbankdienste
Schwellenbereich:	Oberschwellenbereich
Zuschlagsprinzip:	Billigstbieterprinzip
Abgabeort:	Beschaffungsportal der Auftraggeberin – http://meduniwien.vemap.com
Auftraggeberin:	Medizinische Universität Wien Spitalgasse 23 1090 Wien
Ausschreibende Stelle:	Medizinische Universität Wien Gebäude-, Sicherheits- und Infrastrukturmanagement Vergabeteam E-Mail: beschaffung@meduniwien.ac.at



Inhaltsverzeichnis

1	Ausgangslage	3
2	Beschaffungsziel.....	3
3	Mindestanforderungen (Reading-Komponente).....	3
4	Optionaler Leistungsteil (Publishing-Komponente)	7
4.1	<i>Fachzeitschriften für Publikationen.....</i>	<i>7</i>
4.2	<i>Artikelarten.....</i>	<i>12</i>
4.3	<i>Publikationsbudget.....</i>	<i>13</i>
4.3.1	Für Bieter, die die Publikationsmöglichkeit anbieten, gilt:	13
4.3.2	Für Bieter, die die Publikationsmöglichkeit nicht anbieten, gilt:	13
5	Zusätzliche Journale	13

1 Ausgangslage

Die Auftraggeberin verfügt über einen Lizenzvertrag, welcher den Universitätsangehörigen zum einen Lesezugriff auf eine große Anzahl von Zeitschriften, zum anderen die Möglichkeit zur Open-Access-Publikation in einer großen Anzahl von Zeitschriften gibt. Dieser Lizenzvertrag endet mit 31.12.2025.

Die Auftraggeberin möchte auch ab dem 1.1.2026 den Lesezugriff auf bestimmte Zeitschriften, sowie die Publikationsmöglichkeit in bestimmten Zeitschriften im Rahmen eines bestimmten Budgets (Publikationsbudget) haben.

2 Beschaffungsziel

Ziel dieses Vergabeverfahrens ist der Abschluss eines Lizenzvertrags, welcher den Universitätsangehörigen den vollen Lesezugriff auf eine große Anzahl von medizinischen Fachzeitschriften einräumt (Read-Komponente) und ggf die Möglichkeit zur Open-Access-Publikation in einer großen Anzahl von medizinischen Fachzeitschriften eröffnet (Publish-Komponente).

3 Mindestanforderungen (Reading-Komponente)

Die Mindestanforderungen sind unter diesem Punkt abschließend festgelegt.

Die Auftraggeberin behält sich vor, einzelne Journale aus der Mindestanforderung herauszunehmen um den Wettbewerb aufrecht zu erhalten.

Der Bieter hat der Auftraggeberin eine volle Leseberechtigung für folgende Journale einzuräumen:

Position	Zeitschriftenname	ISSN	Verlag
1	Academic Medicine	1938-808X	LWW
2	The American Journal of Dermatopathology	1533-0311	LWW; Lippincott Williams & Wilkins
3	The American Journal of Forensic Medicine and Pathology	1533-404X	LWW
4	American Journal of Gastroenterology	1572-0241	LWW
5	American Journal of Physical Medicine & Rehabilitation	1537-7385	LWW
6	The American Journal of Surgical Pathology	1532-0979	LWW
7	Anesthesia & Analgesia and A&A Practice Bundle	1526-7598	LWW
8	Anesthesiology	1528-1175	LWW

9	Annals of Plastic Surgery	1536-3708	LWW
10	Annals of Surgery	1528-1140	LWW
11	Arteriosclerosis, Thrombosis, and Vascular Biology	1524-4636	LWW
12	Blood Coagulation & Fibrinolysis	1473-5733	LWW
13	Circulation	1524-4539	LWW
14	Circulation Collection		LWW
15	Circulation Research	1524-4571	LWW
16	Clinical Obstetrics and Gynecology	1532-5520	LWW
17	Clinical Orthopaedics and Related Research	1528-1132	LWW
18	Cornea	1536-4798	LWW
19	Critical Care Medicine	1530-0293	LWW
20	Current Opinion in Cardiology	1531-7080	LWW
21	Current Opinion in Critical Care	1531-7072	LWW
22	Current Opinion in Gastroenterology	1531-7056	LWW
23	Current Opinion in Hematology	1531-7048	LWW
24	Current Opinion in Lipidology	1473-6535	LWW
25	Current Opinion in Nephrology and Hypertension	1535-3842	LWW
26	Current Opinion in Neurology	1473-6551	LWW
27	Current Opinion in Obstetrics and Gynecology	1473-656X	LWW
28	Current Opinion in Oncology	1531-703X	LWW
29	Current Opinion in Ophthalmology	1531-7021	LWW
30	Current Opinion in Organ Transplantation	1531-7013	LWW



31	Current Opinion in Otolaryngology & Head and Neck Surgery	1531-6998	LWW
32	Current Opinion in Pediatrics	1531-698X	LWW
33	Current Opinion in Psychiatry	1473-6578	LWW
34	Current Opinion in Urology	1473-6586	LWW
35	Dermatologic Surgery	1524-4725	LWW
36	Diseases of the Colon & Rectum	1530-0358	LWW
37	European Journal of Gastroenterology & Hepatology	1473-5687	LWW
38	Investigative Radiology	1536-0210	LWW
39	JCO Digital Library		LWW
40	JNEN: Journal of Neuropathology & Experimental Neurology	1554-6578	LWW
41	Journal of Bone and Joint Surgery - American Volume Bundle		LWW
42	Journal of Clinical Gastroenterology	1539-2031	LWW
43	Journal of Clinical Psychopharmacology	1533-712X	LWW
44	The Journal of ECT	1533-4112	LWW
45	Journal of Glaucoma	1536-481X	LWW
46	Journal of Hypertension	1473-5598	LWW
47	Journal of Orthopaedic Trauma	1531-2291	LWW
48	Journal of Pediatric Gastroenterology and Nutrition	1536-4801	LWW
49	Journal of Trauma and Acute Care Surgery	2163-0763	LWW
50	Journal of Urology	1527-3792	LWW



51	Medicine & Science in Sports & Exercise	1530-0315	LWW
52	Neurology, Neurology: Clinical Practice Bundle		LWW
53	Obstetrics & Gynecology	1873-233X	LWW
54	Otology & Neurotology	1537-4505	LWW
55	Pain	1872-6623	LWW
56	Pediatric Infectious Disease Journal, The	1532-0987	LWW
57	Plastic and Reconstructive Surgery	1529-4242	LWW
58	Retina	1539-2864	LWW
59	Spine	1528-1159	LWW
60	Sports Medicine and Arthroscopy Review	1538-1951	LWW
61	Stroke	1524-4628	LWW
62	Therapeutic Drug Monitoring	1536-3694	LWW
63	Transplantation	1534-6080	LWW
64	New England Journal of Medicine & NEJM Evidence Bundle		MASSACHUSETTS MEDICAL SOCIETY
65	NEJM AI (Artificial Intelligence)		MASSACHUSETTS MEDICAL SOCIETY

66	Journal of Neurosurgical Anesthesiology from 2015		Ovid
67	Journal of the American Society of Nephrology (JASN)		American Society of Nephrology
68	Journal of Neuropathology & Experimental Neurology : JNEN		Ovid
69	HEPATOLOGY, Liver Transplantation, Clinical Liver Disease, Hepatology Communications, AASLD Journal Collection		Ovid

4 Optionaler Leistungsteil (Publishing-Komponente)

4.1 Fachzeitschriften für Publikationen

Der Bieter kann – sofern er die Berechtigung dazu besitzt - die Publikationsmöglichkeit anbieten. Diese hat er nach Möglichkeit für folgende Journale einzuräumen:

A & A Practice

~~Academic Medicine~~

Addictive Disorders & Their Treatment

Advanced Emergency Nursing Journal

Advances in Anatomic Pathology

Advances in Neonatal Care

Advances in Nursing Science

Advances in Skin & Wound Care

AIDS

AJN: American Journal of Nursing

AJSP: Reviews & Reports

Alzheimer Disease & Associated Disorders

American Journal of Clinical Oncology

American Journal of Dermatopathology, The

American Journal of Forensic Medicine and Pathology, The

American Journal of Gastroenterology

American Journal of Medical Quality

American Journal of Physical Medicine & Rehabilitation

American Journal of Surgical Pathology, The

American Journal of Therapeutics

Anesthesia & Analgesia

Anesthesiology

Annals of Plastic Surgery

Annals of Surgery

Anti-Cancer Drugs



Applied Immunohistochemistry & Molecular Morphology
Arteriosclerosis, Thrombosis, and Vascular Biology
ASAIO Journal
Behavioural Pharmacology
Blood Coagulation & Fibrinolysis
Blood Pressure Monitoring
Canadian Journal of Addiction
Cancer Journal
Cancer Nursing
Cardiology in Review
Cardiopulmonary Physical Therapy Journal
CIN: Computers, Informatics, Nursing
Circulation
Circulation Research
Circulation: Arrhythmia and Electrophysiology
Circulation: Cardiovascular Imaging
Circulation: Cardiovascular Interventions
Circulation: Cardiovascular Quality and Outcomes
Circulation: Genomic and Precision Medicine
Circulation: Heart Failure
Clinical Dysmorphology
Clinical Journal of Pain, The
Clinical Journal of Sport Medicine
Clinical Neuropharmacology
Clinical Nuclear Medicine
Clinical Nurse Specialist: Journal for Advanced Nursing Practice
Clinical Obstetrics & Gynecology
Clinical Orthopaedics and Related Research®
Clinical Spine Surgery
Cognitive and Behavioral Neurology
Cornea
Coronary Artery Disease
Critical Care Medicine
Critical Pathways in Cardiology
Current Opinion in Allergy and Clinical Immunology
Current Opinion in Anesthesiology
Current Opinion in Cardiology
Current Opinion in Clinical Nutrition & Metabolic Care
Current Opinion in Critical Care
Current Opinion in Endocrinology, Diabetes and Obesity
Current Opinion in Epidemiology and Public Health
Current Opinion in Gastroenterology
Current Opinion in Hematology
Current Opinion in HIV and AIDS
Current Opinion in Infectious Diseases
Current Opinion in Lipidology
Current Opinion in Nephrology and Hypertension
Current Opinion in Neurology
Current Opinion in Obstetrics and Gynecology



Current Opinion in Oncology
Current Opinion in Ophthalmology
Current Opinion in Organ Transplantation
Current Opinion in Otolaryngology & Head and Neck Surgery
Current Opinion in Pediatrics
Current Opinion in Psychiatry
Current Opinion in Pulmonary Medicine
Current Opinion in Rheumatology
Current Opinion in Supportive and Palliative Care
Current Opinion in Urology
Current Orthopaedic Practice
Dermatitis
Dermatologic Surgery
Diseases of the Colon & Rectum
Ear and Hearing
Epidemiology
European Journal of Anaesthesiology
European Journal of Cancer Prevention
European Journal of Emergency Medicine
European Journal of Gastroenterology & Hepatology
Evidence Based Practice
Exercise and Sports Science Review
Eye & Contact Lens
Family & Community Health
Female Pelvic Medicine & Reconstructive Surgery
Gastroenterology Nursing
Harvard Review Of Psychiatry
Health Care Management Review
Health Physics
Holistic Nursing Practice
Home Healthcare Now
Hypertension
Infants & Young Children
Infectious Diseases in Clinical Practice
International Anesthesiology Clinics
International Clinical Psychopharmacology
International Journal of Gynecologic Pathology
International Journal of Rehabilitation Research
International Ophthalmology Clinics
Investigative Radiology
JAIDS Journal of Acquired Deficiency Syndromes
JANAC: Journal of the Association of Nurses in AIDS Care
JBI Evidence Implementation
JBI Evidence Synthesis
JBJS Case Connector
JBJS Essential Surgical Techniques
JBJS Journal of Orthopaedics for Physician Assistants
JBJS Reviews
JCR: Journal of Clinical Rheumatology



JONA: Journal of Nursing Administration
Journal for Healthcare Quality
Journal for Nurses in Professional Development
Journal of Acute Care Physical Therapy
Journal of Addiction Medicine
Journal of Addictions Nursing
Journal of Ambulatory Care Management, The
Journal of Bone & Joint Surgery, The
Journal of Bronchology & Interventional Pulmonology
Journal of Cardiopulmonary Rehabilitation and Prevention
Journal of Cardiovascular Medicine
Journal of Cardiovascular Nursing
Journal of Cardiovascular Pharmacology
Journal of Cataract and Refractive Surgery
Journal of Christian Nursing
Journal of Clinical Gastroenterology
Journal of Clinical Neuromuscular Disease
Journal of Clinical Neurophysiology
Journal of Clinical Psychopharmacology
Journal of Computer Assisted Tomography
Journal of Continuing Education in the Health Professions, The
Journal of Craniofacial Surgery
Journal of Developmental & Behavioral Pediatrics
Journal of ECT, The
Journal of Forensic Nursing
Journal of Geriatric Physical Therapy
Journal of Glaucoma
Journal of Head Trauma Rehabilitation, The
Journal of Healthcare Management
Journal of Hospice & Palliative Nursing
Journal of Hypertension
Journal of Immunotherapy
Journal of Infusion Nursing
Journal of Lower Genital Tract Disease
Journal of Nervous and Mental Disease, The
Journal of Neurologic Physical Therapy
Journal of Neuro-Ophthalmology
Journal of Neuroscience Nursing
Journal of Neurosurgical Anesthesiology
Journal of Nursing Care Quality
Journal of Occupational and Environmental Medicine
Journal of Orthopaedic Trauma
Journal of Patient Safety
~~Journal of Pediatric Gastroenterology and Nutrition~~
Journal of Pediatric Hematology/Oncology
Journal of Pediatric Orthopaedics
Journal of Pediatric Orthopaedics B
Journal of Pediatric Surgical Nursing
Journal of Perinatal & Neonatal Nursing, The



Journal of Physical Therapy Education
Journal of Prosthetics & Orthotics
Journal of Psychiatric Practice®
Journal of Public Health Management and Practice
Journal of Strength & Conditioning Research, The
Journal of the American Academy of Orthopaedic Surgeons
Journal of the American Academy of Physician Assistants
Journal of the American Association of Nurse Practitioners
Journal of the American College of Surgeons
Journal of the Dermatology Nurses' Association
Journal of Thoracic Imaging
Journal of Trauma and Acute Care Surgery, The
Journal of Trauma Nursing
Journal of Urology
Journal of Women's Health Physical Therapy
Journal of Wound Ostomy & Continence Nursing
MCN: American Journal of Maternal Child Nursing
Medical Care
Medicine & Science in Sports & Exercise
Melanoma Research
Menopause
NAQ: Nursing Administration Quarterly
Neurologist, The
NeuroReport
Neurosurgery
Nuclear Medicine Communications
Nurse Educator
Nurse Practitioner, The
Nursing
Nursing 2017 Critical Care
Nursing Education Perspectives
Nursing Made Incredibly Easy
Nursing Management
Nursing Research
Nutrition Today
Obstetrics & Gynecology
Obstetrics and Gynecological Survey
Operative Neurosurgery
Ophthalmic Plastic & Reconstructive Surgery
Optometry & Vision Science
Orthopaedic Nursing
Otology & Neurotology
PAIN
Pancreas
Pediatric Critical Care Medicine
Pediatric Emergency Care
Pediatric Infectious Disease Journal, The
Pediatric Physical Therapy
Pharmacogenetics and Genomics



Plastic and Reconstructive Surgery
Plastic Surgical Nursing
Professional Case Management
Prosthetics and Orthotic International
Psychiatric Genetics
Psychosomatic Medicine
Quality Management in Healthcare
Rehabilitation Nursing Journal
Rehabilitation Oncology
Retina
Retinal Cases and Brief Reports
Reviews in Medical Microbiology
Sexually Transmitted Diseases
SHOCK®: Injury, Inflammation, and Sepsis:
Laboratory and Clinical Approaches
Simulation in Healthcare
Southern Medical Journal
Spine
Strength & Conditioning Journal
Stroke
Surgical Laparoscopy Endoscopy & Percutaneous Techniques
Techniques in Foot & Ankle Surgery
Techniques in Hand & Upper Extremity
Techniques in Orthopaedics
The Journal of Aquatic Physical Therapy
The Journal of Physician Assistant Education
Therapeutic Drug Monitoring
Topics in Clinical Nutrition
Topics in Geriatric Rehabilitation
Topics in Language Disorders
Translational Journal of the American College of Sports Medicine
Transplantation
Ultrasound Quarterly
Urology Practice

4.2 Artikelarten

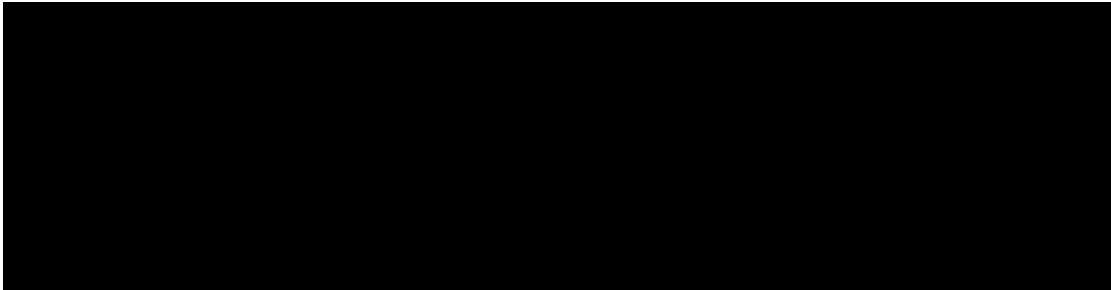
Für die Publikation benötigt die Auftraggeberin folgenden Artikelarten

- Research Articles (including case reports)
- Reviews

Nicht benötigt werden:

- Editorials
- Correspondence
- Abstracts
- Errata

4.3 Publikationsbudget



4.3.1 Für Bieter, die die Publikationsmöglichkeit anbieten, gilt:

Der Auftraggeberin wird ein Publikationsguthaben im Ausmaß des Publikationsbudgets (vgl. Punkt 4.3) eingeräumt.

Mit anderen Worten: Im Auftragsfall ist die Auftragnehmerin zwingend verpflichtet, Publikationen im „Wert“ des Publikationsbudgets (vgl. Punkt 4.3) vorzunehmen.

Unter „Wert“ ist der nicht rabattierte Preis einer Publikation zu verstehen.

Nicht verbrauchtes Publikationsguthaben ist auf das/die Folgejahr/e zu übertragen.

Die Auftragnehmerin darf den Gesamtpreis pro Jahr in Rechnung stellen, der als Pauschalpreis zu verstehen ist.

4.3.2 Für Bieter, die die Publikationsmöglichkeit **nicht** anbieten, gilt:

Um die Vergleichbarkeit der Preise im Rahmen der Angebotsbewertung sicherzustellen, ist in den Jahren 2026, 2027, 2028 das jeweils das Publikationsbudget einzutragen.

Die Bieterin hat keine Publikationsleistungen zu erbringen und ist dementsprechend auch nicht berechtigt den Gesamtpreis in Rechnung zu stellen. Die Bieterin erhält im Auftragsfall ausschließlich den Preis für die Reading-Komponente, der als Pauschalpreis für die Reading-Leistungen zu qualifizieren ist.

5 Zusätzliche Journale

Der Bieter hat in seinem Angebot 2 Listen abzugeben. Eine Liste, auf welcher ausschließlich die Zeitschriften, für die eine Leseberechtigung eingeräumt wird, angeführt sind; eine weitere Liste, auf welcher ausschließlich die Zeitschriften angeführt sind, für die eine Publizierberechtigung eingeräumt wird. Diese Listen können zusätzliche Journale enthalten, sofern der Bieter dies anbieten will.

Bieter, die die Publishing-Komponente nicht anbieten, haben nur eine Liste für die Reading-Komponente abzugeben.



Medizinische Universität Wien

Gebäude-, Sicherheits- und
Infrastrukturmanagement

Spitalgasse 23 / BT88, 1090 Wien

An die
Ovid Technologies GmbH
Leipziger Platz 7
10117 Berlin
Deutschland

Bereitgestellt über die Vergabepattform der Auftraggeberin

**Betreff: Zuschlagserteilung / Auftragsschreiben- Vergabeverfahren
„Bibliothek read & publish2026“ (AZ: 2502248)**

Sehr geehrte Damen und Herren!

Die Medizinische Universität Wien dankt Ihnen für die Teilnahme an oben angegebenem Vergabeverfahren. Sie werden hiermit, auf Basis der Ausschreibungsunterlagen sowie Ihres Angebotes vom 3.12.2025, für die Zur Verfügungstellung des Lesezugriffs der vertragsgegenständlichen Fachzeitschriften (Read-Komponente) sowie die Möglichkeit zur Open-Access-Publikation in den vertragsgegenständlichen Zeitschriften (Publish-Komponente) im Zeitraum 2026 bis 2028 beauftragt. Die Vertragslaufzeit beginnt mit 01.01.2026. Sämtliche Vertragsbestandteile (vgl. Beilagen unten) werden mit separatem Schreiben übermittelt.

Bitte geben Sie auf allen Korrespondenzen, Rechnungen und Ähnlichem, welche die Auftragsausführung betreffen, die Aktenzahl (AZ:2502248) an.

Die Ansprechperson auf Seite der Auftraggeberin [REDACTED]
[REDACTED] Er wird mit Ihnen zur weiteren Leistungsabwicklung in Kontakt treten. Es wird darauf hingewiesen, dass sämtliche Leistungserbringungen ausschließlich in Absprache mit Andreas Frühling oder einer von ihm zu benennenden Ansprechperson erfolgen dürfen.

Wir freuen uns auf eine erfolgreiche Zusammenarbeit.

Mit freundlichen Grüßen

Julian Schuhmeister

Beilagen:

- Lizenzvertrag der Auftraggeberin
- Master Subscription Agreement
- Proposal
- Angebot
- Preisblatt
- Read_Component
- Publish_Component
- Geheimhaltungsvereinbarung
- Datenschutzerklärung

GEHEIMHALTUNGSVEREINBARUNG

abgeschlossen zwischen der

Medizinischen Universität Wien

Spitalgasse 23
1090 Wien

(nachfolgend die „Partei“, die „Auftraggeberin“ oder gemeinsam die „Parteien“)

und der

Firma: Ovid Technologies GmbH
Straße: Leipziger Platz 7
PLZ, Ort: D-10117 Berlin

(nachfolgend die „Partei“, der: die „Bewerber:In/Bieter:In“ oder „Auftragnehmer:in“ oder gemeinsam die „Parteien“)

PRÄAMBEL

Die Parteien stehen vor der Führung eines Vergabeverfahrens („**Bibliothek read & publish 2026**“ / **AZ: 2502248**; nachfolgend „Verfahren“) und werden im Rahmen dessen – sowie auf Basis eines allenfalls aus dem Vergabeverfahren resultierenden Vertragsverhältnis – vertrauliche, technische und wirtschaftliche Informationen übermittelt.

Die Parteien sind sich den Anforderungen an den vertraulichen Umgang mit Informationen bewusst, welche aus § 27 BVergG 2018 resultieren und dient die Vereinbarung insbesondere auch der Sicherstellung dieser Vertraulichkeitsverpflichtungen durch beide Parteien.

Ebenfalls ist den Parteien bewusst, dass öffentliche Auftraggeber aufgrund des BVergG 2018 verpflichtet sind bestimmte Informationen offenzulegen. Darüber hinaus ist den Parteien bewusst, dass gegebenenfalls auch Offenlegungsverpflichtungen der Auftraggeberin aus dem Bundesgesetz über den Zugang zu Informationen (Informationsfreiheitsgesetz – IFG) resultieren können.

1. GELTUNGSBEREICH

Umfasst von der gegenständlichen Geheimhaltungsvereinbarung sind sämtliche im Rahmen des Verfahrens oder eines allenfalls aufgrund des Verfahrens geschlossenen Vertrages sowie im Rahmen der Erfüllung dieses Vertrages in jeglicher Form bekannt gegebene vertrauliche Informationen.

Vertrauliche Informationen sind solche die explizit als „vertraulich“ bezeichnet werden oder deren vertrauliche Natur sich in nachvollziehbarer Weise aus den objektiven Umständen ergibt und ungeachtet der Form der Weitergabe (schriftlich, mündlich, elektronisch oder in Form von Bildern, Darstellungen, Daten, Design, Proben etc.); insbesondere umfasst sind Geschäfts- und Betriebsgeheimnisse, sowie sonstiges Know-How, Daten, Prozesse, Methoden, Beschreibung der (Bau-)Ausführung, grafische Darstellungen oder andere Unterlagen, Bild-, Film-, Rundfunk- und Fernsehaufnahmen,

Internetpräsentationen sowie auch die Tatsache der Teilnahme am Vergabeverfahren inklusive der damit in Zusammenhang stehenden Informationen, die aus dem Verfahren resultieren sowie auch die Tatsache eines allfälligen Vertragsabschlusses und die damit in Zusammenhang stehenden Informationen.

1.1. AUSNAHMEN VOM GELTUNGSBEREICH

Die Geheimhaltungsverpflichtung erstreckt sich nicht auf Informationen, welche nachweislich

- a) aufgrund von Umständen, die keine Verletzung einer Geheimhaltungspflicht darstellen, zum Zeitpunkt der Informationsmitteilung bereits einer Partei bekannt waren; oder
- b) zum Zeitpunkt der Informationsmitteilung bereits aufgrund von Umständen, die keine Verletzung einer Geheimhaltungspflicht darstellen, öffentlich zugänglich oder „Stand von Wissenschaft und Technik“ waren; oder
- c) nach dem Zeitpunkt der Informationsmitteilung aufgrund von Umständen, die keine Verletzung einer Geheimhaltungspflicht darstellen, öffentlich zugänglich werden; oder
- d) aufgrund ausdrücklicher, schriftlicher Erklärung der informationsgebenden Partei nicht mehr als vertraulich zu behandeln sind oder
- e) explizit als nicht vertraulich gekennzeichnet sind oder bereits (beispielhaft im Rahmen des Vergabeverfahrens selbst oder einer allenfalls vorangegangenen Markterkundung) als nicht vertraulich gekennzeichnet waren.

Sofern eine Partei aufgrund einer bindenden behördlichen oder richterlichen Anordnung oder zwingender rechtlicher Vorschriften zur Mitteilung von Informationen gegenüber einem Gericht, einer Behörde oder einer anderen Stelle verpflichtet ist, darf sie die Informationen nur in dem unbedingt erforderlichen Umfang offenbaren. Zusätzlich ist die jeweils andere Partei unverzüglich und vor Offenlegung an die Behörde / an das Gericht zu verständigen, sofern eine vorherige Benachrichtigung nicht rechtlich unzulässig oder untunlich ist.

Jedenfalls ist die Auftraggeberin berechtigt die im Sinne des Bundesgesetzes über den Zugang zu Informationen (Informationsfreiheitsgesetz) erforderlichen Veröffentlichungen (§ 4 IFG) sowie Auskünfte (§ 7 IFG) unter Wahrung allfällig bestehender Geheimhaltungsinteressen (Betriebs- und / oder Geschäftsgeheimnisse) vorzunehmen / zu erteilen. Die Veröffentlichung wird unmittelbar nach Vertragsabschluss oder einer Zuschlagserteilung aufgrund eines Vergabeverfahrens erfolgen und obliegt es dem:der Auftragnehmer:in vor diesem Zeitpunkt auf allenfalls bestehende Geheimhaltungsinteressen explizit hinzuweisen.

2. UMGANG MIT INFORMATION

Die Parteien verpflichten sich, sämtliche vertrauliche Informationen im Sinne dieser Vereinbarung geheim zu halten und ausschließlich im Rahmen des Vergabeverfahrens oder der Erfüllung der Leistungsverpflichtungen aus einem aus dem Vergabeverfahren resultierenden Vertrag zu verwenden und werden die Informationen ausschließlich und nur im erforderlichen Ausmaß an Mitarbeiter:innen oder sonstige Dritte weitergeben, welche die Informationen im Rahmen des Verfahrens oder der vertraglichen Leistungserbringung benötigen und selbst durch Geheimhaltungsvereinbarungen gebunden sind (Need-To-Know Prinzip). Auf Verlangen der Auftraggeberin ist durch den:die Bewerber:in / Bieter:in / Auftragnehmer:in nachzuweisen, dass sich sämtliche beigezogenen Personen schriftlich zur

Wahrung der Vertraulichkeit der an sie weitergegebenen Informationen verpflichtet haben oder eine gesetzliche Verpflichtung zur Wahrung dieser Informationen besteht.

Die Parteien werden die vertraulichen Informationen nicht weitergeben, sofern nicht ein in Punkt 1.1 genannter Ausnahmetatbestand erfüllt ist.

3. RECHT AN INFORMATIONEN

Sämtliche Rechte an den Informationen verbleiben ausschließlich bei den Parteien und erwirbt die andere Partei keine Lizenz hinsichtlich der Informationen und auch kein sonstiges Recht auf Verwertung oder Publikation derselben.

4. DAUER UND KÜNDIGUNG

Diese Vereinbarung tritt mit dem Tag der Unterfertigung durch die der Bewerber:in/Bieter:in in Kraft und gilt für die Dauer der des Vergabeverfahrens selbst sowie anschließend an das Vergabeverfahren für die Dauer eines allfällig aus dem Vergabeverfahren resultierenden Vertragsverhältnisses.

Kommt zwischen den Parteien kein Vertragsverhältnis zustande, so endet die Vereinbarung mit Beendigung des Vergabeverfahrens (Widerruf oder 10 Tage nach Mitteilung der Zuschlagsentscheidung).

Die Parteien sind verpflichtet, die Informationen sieben (7) Jahre nach Beendigung der Vereinbarung geheim zu halten.

5. HAFTUNG

Der:Die Bewerber:in / Bieter:in / Auftragnehmer:in haftet für jedes Fehlverhalten ihrer Mitarbeiter:innen oder extern beauftragter Dritter, denen Informationen weitergegeben wurden.

Die Auftraggeberin übernimmt keine Haftung für Schäden, die im Zusammenhang mit der Verwendung der Informationen bei dem:der Bewerber:in / Bieter:in / Auftragnehmer:in oder bei sonstigen Dritten entstehen. Die Auftraggeberin übernimmt keine Haftung für die Vollständigkeit und Richtigkeit der Informationen. Die Auftraggeberin übernimmt weiters keine Haftung oder Gewährleistung dafür, dass durch die Anwendung oder Benutzung der Informationen keine Rechte Dritter verletzt oder sonstige Schäden verursacht werden. Die Auftraggeberin haften nicht für durch Verletzung von Rechten Dritter entstandene oder sonstige Schäden. Die vorstehenden Haftungsbeschränkungen gelten jedoch nicht im Falle von Vorsatz bzw. grober Fahrlässigkeit sowie Personenschäden. Die Auftraggeberin haften nicht für Folgeschäden, indirekte Schäden, entgangenen Gewinn, reine Vermögensschäden oder immaterielle Schäden.

5.1. PÖNALE

Im Falle des Verstoßes gegen die Geheimhaltungsvereinbarung durch den:die Bewerber:in / Bieter:in bzw Auftragnehmer:in oder durch von diesem:dieser beigezogene Personen verpflichtet sich der:die Bewerber:in / Bieter:in bzw Auftragnehmer:in eine verschuldens- und schadensunabhängige Konventionalstrafe von EUR 5.000,00 für jeden Verstoß an die Auftraggeberin zu bezahlen; die Geltendmachung von darüberhinausgehenden Schadenersatzansprüchen oder anderer Ansprüche bleibt hiervon unberührt. Die Auftraggeberin ist durch schriftliche Aufrechnungserklärung zur Aufrechnung der

Pönalforderung mit anderen Verträgen berechtigt, sofern die Aufrechnung nicht gesetzlich ausgeschlossen ist.

Es wird in diesem Zusammenhang auf § 78 Abs 1 Z 9 sowie § 83 Abs 5 Z 2 BVergG 2018 hingewiesen und festgehalten, dass ein Verstoß gegen die gegenständliche Vereinbarung den Ausschluss von einem Vergabeverfahren zur Folge haben kann.

6. VERNICHTUNG / ZURÜCKSTELLUNG

Der:die Bewerber:in / Bieter:in / Auftragnehmer:in ist verpflichtet, jederzeit nach schriftlicher (E-Mail ist ausreichend) Aufforderung der Auftraggeberin, spätestens jedoch nach Beendigung der Vereinbarung, die Informationen an die Informationsgeberin zurückzugeben oder zu vernichten.

7. SCHLUSSBESTIMMUNGEN

Sofern Bestimmungen der Teilnahme- / Ausschreibungsunterlagen eines Vergabeverfahrens oder die Bestimmungen eines Leistungsvertrages, der aufgrund eines Vergabeverfahrens abgeschlossen wurde im Widerspruch zu dem in dieser Geheimhaltungsvereinbarung festgelegten Bestimmungen stehen, so gelten die Bestimmungen der vorliegenden Vereinbarung vorrangig.

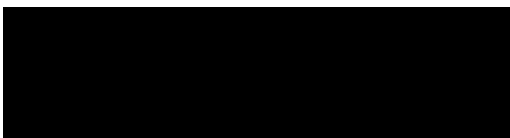
Änderungen und Ergänzungen dieser Vereinbarung bedürfen zu ihrer Gültigkeit der Schriftform. Dies gilt auch für das Abgehen vom Schriftformerfordernis. Diese Vereinbarung legt abschließend die zwischen den Parteien getroffenen Vereinbarungen fest. Mündliche und schriftliche Abreden, die vor Abschluss dieser Vereinbarung getroffen wurden, sind hiermit aufgehoben. Es bestehen keine Nebenabreden.

Sollten eine oder mehrere Bestimmungen dieser Vereinbarung nichtig bzw. sonst ungültig sein oder werden, wird dadurch die Wirksamkeit der übrigen Bestimmungen nicht berührt. Die nichtige bzw. ungültige Bestimmung wird durch eine solche gültige Bestimmung ersetzt, die dem Zweck der nichtigen bzw. ungültigen Bestimmung am nächsten kommt.

Diese Vereinbarung und sämtliche damit im Zusammenhang stehenden Ansprüche unterliegen österreichischem Recht unter Ausschluss der Verweisungsnormen. Als Gerichtsstand wird das sachlich zuständige Gericht in Wien vereinbart.

16. Oktober 2025

Datum



Unterschrift Unternehmen