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7.3 NOTICE OF MEMBER INFORMATION

The Licensee shall provide to the Licensor information sufficient to enable the Licensor to provide access to the Licensed Materials in accordance with its obligations under clause 6.1 [Availability of Licensed Materials]. Should the Members make any significant change to such information, the Licensee shall use reasonable efforts to notify the Licensor in a timely manner.

7.4 PROTECTION FROM UNAUTHORIZED USE

Members shall make reasonable efforts to limit access to the Licensed Materials to Authorized Users via the Secure Network, to ensure that access granted to such users ceases on them ceasing to be an Authorised User, and to protect the Licensed Materials from unauthorized use. Neither the Licensee nor the Members are liable to the Licensor in respect of any such unauthorized use so long as such reasonable efforts were made.

Members shall advise Authorised Users to treat all logins, passwords and other Authorised User identification required for access to the Licensed Materials as confidential and not to disclose them to any other person.

8. MUTUAL OBLIGATIONS

8.1 NOTICE OF UNAUTHORIZED USE

Upon becoming aware of any unauthorized use or other breach, the Licensor, Licensee, and Member will inform the others and take reasonable and appropriate steps to both ensure that such activity ceases and to prevent any recurrence. The Licensor, Licensee, and Member agree to cooperate in good faith and to provide sufficient exchange of information to prevent any further unauthorized use.

The Licensor reserves the right to temporarily suspend any Member's access to Licensed Materials for infringement of the Licensor's intellectual property rights in the Licensed Materials or for a breach of the terms of this License Agreement that threatens either the performance or security of the Platform. Forthwith, after suspending such access the Licensor shall issue a notice to the Member and the Licensee of the breach, specifying the activity of the Member that caused the breach. The Licensor shall forthwith restore access to the Member upon receipt of notice that such activity has ceased and that the Member has made reasonable efforts to protect against recurrence of such activity, unless the breach is, in the Licensor's sole opinion, sufficiently serious to constitute a material breach of the terms of this Agreement, including but not limited to malicious overloading of the Platform or deliberate infection with viruses or worms, in which case the Licensor shall terminate the license in accordance with the provisions of clause 10.2.2.

8.2 LOCAL LOADING AND LOCAL/ALTERNATE HOSTING

Licensor agrees to negotiate in good faith a separate agreement with a Member or a duly authorized representative (e.g. a consortium acting on behalf of the Member) at any point in the term of this License Agreement, for perpetual local loading and alternate hosting of the Licensed Materials on the Member's server or a third-party server, as designated by the Member.



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9. FEE

9.1 FEE SCHEDULE

The Licensee shall, in consideration for the rights granted under this Agreement, pay the Fee in accordance with the payment schedule outlined in Schedule 2. For the avoidance of doubt, the Fee shall be exclusive of any sales, use, value added or similar taxes and the Licensee shall be liable for any such taxes in addition to the Fee.

9.2 FEE ADJUSTMENTS

Fee may be amended from time to time by agreement between the Licensor and Licensee. Adjustments to the Fee may also occur as a result of clauses elsewhere in the License Agreement and shall be made at the time of annual invoicing within a term, or at renewal or termination.

9.3 INVOICES

Invoices shall be sent to the Licensee no later than sixty (60) days before the payment schedule due dates as outlined in Schedule 2. In the event that the invoice is received by the Licensee less than sixty (60) days before the due dates as set out in the payment schedule outlined in Schedule 2, payment to Licensor will be due sixty (60) days after receipt of the invoice.

10. TERM, RENEWAL, AND TERMINATION

10.1 AGREEMENT TERM

This License Agreement shall commence and shall terminate automatically on the dates as set out in Schedule 1 unless terminated earlier in accordance with Section 10.2 [Early Termination].

10.2 EARLY TERMINATION

10.2.1 EARLY TERMINATION FOR PAYMENT DEFAULT

The Licensor may terminate this Agreement by notice to the Licensee if the Licensee willfully defaults in making payment of the Fee as provided in this License Agreement and fails to remedy such default within sixty (60) days of notification in writing by the Licensor.

10.2.2 EARLY TERMINATION FOR BREACH

Either Licensor or Licensee may terminate this Agreement by notice to the other party if such other party commits a material or persistent breach of any term of this License Agreement and fails to remedy the breach within thirty (30) days of notice by the non-breaching party.

If a Member commits a material or persistent breach of the terms of this License Agreement and the Member fails to remedy the breach within thirty (30) days' notice from the Licensor to the Member and the Licensee, the Licensor may terminate the license and rights granted to the Member pursuant to this License Agreement by giving notice of termination to the Member and the Licensee. Upon the expiry of the notice period, the Licensor may discontinue providing the Member access to the Licensed Materials for the remainder of the term of the License Agreement.

10.2.3 EARLY TERMINATION FOR LICENSOR INSOLVENCY

The Licensee may terminate this Agreement by notice to the Licensor if the Licensor becomes insolvent, admits insolvency or a general inability to pay its debts as they become due, has appointed a receiver or administrative receiver over it or over any part of its undertaking or assets, passes a resolution for winding up other than a bona fide plan of solvent amalgamation or reconstruction, files a petition for protection under any applicable bankruptcy code, or has filed against it or becomes subject to an insolvent petition in bankruptcy or an order to that effect.



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10.2.4 EARLY TERMINATION FOR FINANCIAL EXIGENCY

The Licensee may terminate this License Agreement if public funding of the Licensee or funding of the Licensee by the Members is materially reduced and the Licensee thereby becomes unable to pay future amounts payable pursuant to this License Agreement. The Licensee will give the Licensor notice of such termination and this License Agreement shall terminate effective thirty (30) days after the giving of such notice if the Licensee has failed to pay the Fee for the calendar year in which such notice was given, or if the Licensee has paid the Fee for the calendar year in which such notice was given, January 1 of the following year.

10.2.5 EARLY TERMINATION REFUND

Upon termination of this License Agreement by Licensee under Section 10.2.3 [Early Termination for Licensor Insolvency], the Licensor shall forthwith refund the proportion of the Fee that represents the paid but unexpired part of the term of this License Agreement.

10.2.6 EARLY TERMINATION BY A MEMBER

The performance of a Member of their obligations under the License Agreement shall be subject to and contingent upon the availability of funds provided, allocated, or allotted in institutional budgets for the purpose of the License Agreement for the current and future license term. Any Member may, at its option, provide notice to the Licensor and Licensee, by ninety (90) days prior to the start a new calendar year within the License Agreement, of the non-availability of such funds and the intent to terminate their participation in the License Agreement beginning on January 1st of the forthcoming year.

If a Member executes this option, no refund of payments already received by the Licensor will be owed to the Member. The determination of whether funds are available shall be made in the sole discretion of the applicable Member. The termination of participation by any Member will not constitute a default or a termination of participation of any other Members under the License Agreement and shall not be grounds for any increase in fees payable by other Members. Upon termination, a Member has the ability to execute their rights under clause 10.5.3 [Continued Access to Licensed Materials].

10.3 RENEWAL OF TERM

This License Agreement shall be renewable at the end of the current term if agreed in writing by both parties prior to the termination of this License Agreement.

10.4 EXTENSION OF TERM

This License Agreement may be extended for a limited period of time at the end of the current term if agreed in writing by both parties prior to the termination of this License Agreement,

10.5 TERMINATION

10.5.1 NOTIFICATION OF TERMINATION

Upon termination of this License Agreement, the Licensee shall immediately notify the Members.

10.5.2 TERMINATION RIGHTS

Upon termination, all rights and obligations of the parties automatically terminate except for rights and obligations in respect of Licensed Materials for which Perpetual Access is granted in clause 2.2 [Perpetual Access Rights], for rights and obligations in respect of a refund under clause 10.2.5 [Early Termination Refund], if applicable, and for rights and obligations under such other provisions that, by their nature or their terms, survive termination.

10.5.3 CONTINUED ACCESS TO LICENSED MATERIALS

Upon termination of this License Agreement, Licensor will provide continued access to the Licensed Materials for which Perpetual Access was granted in this License Agreement. The means by which Authorized Users shall



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have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided during the term of this License Agreement.

Licensor shall:

- a.) provide continuing online access to archival copies of the Licensed Materials on the Licensor's Platform without supplementary fees to the Licensee or Members;
- b.) provide to the Licensee, Member upon request one copy of the entire set of Licensed Materials and associated metadata to be maintained as an archival copy for the purpose of delivering continuing online access to Authorized Users.

The cost of electronic delivery of Licensed Materials and associated metadata to the Licensee or Member or a third-party archiving service shall be borne by the Licensor as part of the Fees contained in Schedule 2 unless otherwise agreed upon by the parties.

The archival copy from the Licensor shall be provided without Digital Rights Management Technology in a mutually agreeable medium suitable to the content, but may not contain all the links and other features and functionality associated with the Licensed Materials pursuant to this License Agreement.

11. GENERAL

11.1 ENTIRE LICENSE AGREEMENT

The following documents shall comprise the entire License Agreement between both parties concerning the subject matter of this License Agreement, and, in the event of any dispute concerning construction thereof, shall have the following order of precedence:

- a.) This License Agreement and all schedules and other documents attached and incorporated by reference.

11.2 ALTERATIONS

Alterations to this License Agreement and to the schedules to this License Agreement are only valid if they are recorded in writing and signed by both parties.

11.3 ASSIGNMENT AND TRANSFER

This License Agreement may not be assigned or transferred by either party to any other person or organization without the prior written consent of the other party, nor may either party sub-contract any of its obligations, except as provided in this License Agreement in respect of the management and operation of the Platform, without the prior written consent of the other party, which consent shall not unreasonably be withheld or delayed.

11.4 EXECUTION

This License Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by mail or electronic means are effective to the same extent as original signatures.

11.5 FORCE MAJEURE

Neither a party's nor a Member's delay or failure to perform any provision of this License Agreement as a result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, "denial of service" or similar attacks, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this License Agreement.



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11.6 SEVERABILITY

The invalidity or un-enforceability of any provision of this License Agreement shall not affect the continuation or enforceability of the remainder of this License Agreement.

11.7 WAIVER OF CONTRACTUAL RIGHT

Either party's waiver, or failure to require performance by the other, of any provision of this License Agreement will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

11.8 NOTICES

Any notices to be served on either of the parties or on a Member by the other shall be sent by registered mail, electronic mail to generalcounsel@cambridge.org, or courier to the address of the addressee as set out in this License Agreement or to such other address as notified by either party to the other as its address for service of notices. Any such notice sent by registered mail shall be deemed to have been given 14 days after the date of posting the mail. Any such notice sent by courier or electronic mail shall be deemed to have been given on the date of receipt.

11.9 DISPUTE RESOLUTION

If the parties disagree over an interpretation of this License Agreement or whether a party or a Member is in breach of any part of this License Agreement, the parties and any such Member shall, in good faith, enter into negotiations to resolve the disagreement and discuss the feasibility of resolving the disagreement by mediation or other means short of litigation. The parties shall cooperate in good faith in pursuing mediation or such other means.

11.10 GOVERNING LAW

This License Agreement shall be governed by and construed in accordance with the laws of the province of Ontario, and the laws of Canada applicable therein.

11.11 VENUE

The Licensor agrees that any action or proceeding instituted by it relating to this License Agreement or its dealings with the Licensee or a Member pursuant to this License Agreement shall be brought in a court of competent jurisdiction in the Province of Ontario, Canada, and for that purpose the Licensor now irrevocably and unconditionally attorns and submits to the jurisdiction of such court. The Licensor further agrees that Licensee may, at its sole discretion, bring any action or proceeding relating to this License Agreement in a court of competent jurisdiction in the Province of Ontario, Canada or in any jurisdiction in which the Licensor is incorporated, registered or resident. In any such event, the Licensor agrees that it will irrevocably waive any right to, and will not, oppose any such action or proceeding on any jurisdictional basis, including forum non conveniens.

Signature Page Follows



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LICENSE AGREEMENT

Signature Page

AS WITNESS the hands of the parties the day and year below first written,

FOR THE LICENSOR: **CAMBRIDGE UNIVERSITY PRESS**

DocuSigned by:
Signature: 

Date: 05 April 2019 | 5:51 PM BST

Chris Bennett

Name (in block capitals): _____

Position / Title: Global Sales Director

FOR THE LICENSEE: **CANADIAN RESEARCH KNOWLEDGE NETWORK**

Signature:  _____

Date: March 28, 2019

Name (in block capitals): CLARE APPAVOO

Position / Title: Executive Director



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SCHEDULE 1

LICENSED MATERIALS AND ACCESS METHOD

A schedule dated January 1, 2019 to the License Agreement January 1, 2019 between **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE TRADING AS CAMBRIDGE UNIVERSITY PRESS** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

THE LICENSED MATERIALS

License Agreement Start Date: January 1, 2019
License Agreement End Date: December 31, 2021

Cambridge Journals Online: the full-text content delivery service for Cambridge University Press' collection of peer-reviewed, leading journals across science, social sciences and humanities. See <https://www.cambridge.org/core>.

Temporary backfile access varies per title, and details for this access are to be included in yearly URL/title lists (for reference in 2019: CRKN - Cambridge University Press_2019-2021_Full Collection_title list 2018-10-16), as well as yearly KBART title lists. The temporary, non-perpetual access included with the current package shall not be inferior to that described in the 2019 file referenced above, except in the event of a title transferring out of the package. The licensor agrees to extend the temporary back access for members to the range provided by the previous publisher upon request. The licensor shall provide a list of transfer titles with their previous publisher to the licensee in order to facilitate this request.

New Starts: New Starts are available to participants at no charge during the first year of their launch. A fee equivalent to seven online subscriptions, spread across all Members by a percentage of the whole, will be added to the Online Subscription Value in the year the new titles are added to the Licensed Materials. In subsequent years, these titles will be subject to the annual increase as applied to the remainder of the Licensed Materials.

Takeover Titles (Subscribed): Takeover titles will be added to the Online Subscription Value based on the current number of subscriptions held by Members participating in the Agreement with the previous publisher(s). If the net increase of titles acquired is 10 or more, CRKN is entitled to elect whether or not to take all the takeover titles or the minimum of 10 takeover titles. In subsequent years, these titles will be subject to the annual increase as applied to the remainder of the Licensed Materials.

Takeover Titles (Unsubscribed): Members will be assessed a modest fee to access the unsubscribed transfer titles that are added to Cambridge's collection each year.

If a member has no subscription(s) to a transfer title, then a percentage of the online-only list price of the new title (ranging from 2%-5%) will be added to the member's base price. The percentage paid is based on the Member's CRKN band in 2018. The formula for calculating the fee is outlined as follows:

Member Band	Percentage Paid
1 through 6	2%
7 through 8	3%
9 through 10	4%
11 through 13	5%

Unsubscribed Transfer Title fees are capped at \$600 USD for all members.

All takeover titles coming from Wiley-Blackwell will be treated as "Unsubscribed Takeover Title(s)" for the duration of this contract.

411 – 11 Holland Avenue, Ottawa ON | K1Y 4S1

T 613.907.7040 W crkn-rcdr.ca



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Lost Titles/Deletions: If a title ceases publication or transfers to another publisher, the amount paid by the Member is credited and the Members' base fee is reduced accordingly.

ACCESS METHOD

Unlimited use of the Licensed Materials on the Licensor's Platform.

User authentication mechanisms supported are:

PERPETUAL ACCESS

Perpetual access to every purchased volume year. Current subscriptions within the CRKN package include perpetual online access to the purchased volume year, along with at least 10 years of backfile access temporarily accessible during the subscription term, for most titles.

Perpetual access rights for the 2016-2018 license years are included for Memorial University of Newfoundland and Trent University.

DEEP DISCOUNT PRINT

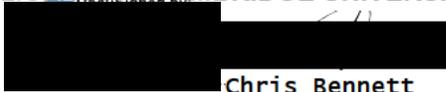
In the event a Member wishes to obtain print access to any of the Licensed Materials, Cambridge will offer a Deep Discount Price of 75% off published list prices.

ARTICLE PROCESSING CHARGE DISCOUNT

Any author affiliated with a Member shall receive a discount of 20% on all Open Access Article Processing Charges.

AS WITNESS the hands of the parties the day and year below first written

FOR THE LICENSOR: **CAMBRIDGE UNIVERSITY PRESS**

Signature:  Date: 05 April 2019 | 5:51 PM BST
Name (in block capitals): Chris Bennett
Position / Title: Global Sales Director

FOR THE LICENSEE: **CANADIAN RESEARCH KNOWLEDGE NETWORK**

Signature:  Date: March 28, 2019
Name (in block capitals): CLARE APPAVOO
Position / Title: Executive Director



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SCHEDULE 2

FEE

A schedule dated January 1, 2019 to the License Agreement January 1, 2019 between **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE TRADING AS CAMBRIDGE UNIVERSITY PRESS** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

For reference purposes, the Fees incurred per Member are as set out on the attached spreadsheet (filename: CRKN_Cambridge_2019-2021_Schedule_2_2019-03-18)

All fees in US dollars.

- 2019: 2% base annual increase over 2018, after 2019 lost titles credit, then transfer & new start title fees added
- 2020: 2% base annual increase over 2019, after 2020 lost titles credit, then transfer & new start title fees added
- 2021: 2% base annual increase over 2020, after 2021 lost titles credit, then transfer & new start title fees added

All fees are subject to the foreign exchange mechanism listed below.

2019 (incl. 1.5% increase due to foreign exchange mechanism, transfers and new starts):	\$1,893,805.85
2016-2018 license years for Memorial University of Newfoundland and Trent University:	\$ 39,659.05
2020* (incl. 2% increase):	\$1,931,681.98
2021* (incl. 2% increase):	\$1,970,315.63

TOTAL FEE*:

*2020 and 2021 fees are subject to change pending transfer title reconciliation

PAYMENT SCHEDULE

2019 – payable upon execution of the Agreement (net 60 days):	\$1,933,464.90
2020 – payable on or before February 28, 2020:	\$1,931,681.98
2021 – payable on or before February 28, 2021:	\$1,970,315.63
TOTAL FEE	\$5,835,462.51



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FOREIGN EXCHANGE MECHANISM

The base annual increases listed above are subject to modification based on the Bank of Canada average daily exchange rate for the period of December 1st to December 7th, 2018, 2019, and 2020 respectively. Adjustments to the base annual increase shall correspond to the following table:

CAD value in USD	annual increase/decrease
<= 0.59 USD	-1%
>0.59 USD and <= 0.65 USD	0%
>0.65 USD and <= 0.70 USD	1%
>0.70 USD and <= 0.75 USD	1.5%
>0.75 USD and <= 0.85 USD	2%
>0.85 USD	2.5%

AS WITNESS the hands of the parties the day and year below first written

FOR THE LICENSOR: **CAMBRIDGE UNIVERSITY PRESS**

Signature: 

Date: 05 April 2019 | 5:51 PM BST

Name (in block capitals): Chris Bennett

Position / Title: Global Sales Director

FOR THE LICENSEE: **CANADIAN RESEARCH KNOWLEDGE NETWORK**

Signature: 

Date: March 28, 2019

Name (in block capitals): CLARE APPAVOO

Position / Title: Executive Director



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SCHEDULE 3

MEMBERS OF THE CONSORTIUM PARTICIPATING IN THE LICENSE AGREEMENT

A schedule dated January 1, 2019 to the License Agreement January 1, 2019 between **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE TRADING AS CAMBRIDGE UNIVERSITY PRESS** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

Atlantic Region (5):

Acadia University
Dalhousie University
Memorial University of Newfoundland
Mount Saint Vincent University
University of New Brunswick

Québec (10):

Concordia University
McGill University
Université de Montréal
Université du Québec:
École de technologie supérieure (Computer Science, Engineering, Physical Science subject collections only)
Université du Québec à Chicoutimi
Université du Québec à Montréal
Université du Québec à Rimouski
Université du Québec à Trois-Rivières
Université du Québec en Outaouais
Université Laval

Ontario (18):

Brock University
Carleton University
Lakehead University
Laurentian University
McMaster University
Nipissing University
Queen's University
Ryerson University
Trent University
University of Guelph
University of Ontario Institute of Technology
University of Ottawa
University of Toronto
University of Waterloo
University of Windsor
Western University
Wilfrid Laurier University
York University



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Western Region (17):

- Brandon University**
- Kwantlen Polytechnic University**
- MacEwan University**
- Mount Royal University**
- Simon Fraser University**
- Thompson Rivers University**
- University of Alberta**
- University of British Columbia**
- University of Calgary**
- University of Lethbridge**
- University of Manitoba**
- University of Northern British Columbia**
- University of Saskatchewan**
- University of the Fraser Valley**
- University of Victoria**
- University of Winnipeg**
- Vancouver Island University**

AS WITNESS the hands of the parties the day and year below first written

FOR THE LICENSOR: **CAMBRIDGE UNIVERSITY PRESS**

Signature: 

Date: 05 April 2019 | 5:51 PM BST

Name (in block capitals): Chris Bennett

Position / Title: Global sales Director

FOR THE LICENSEE: **CANADIAN RESEARCH KNOWLEDGE NETWORK**

Signature: 

Date: March 28, 2019

Name (in block capitals): CLARE APPAVOO

Position / Title: Executive Director



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SCHEDULE 4

IP ADDRESSES OF THE MEMBERS PARTICIPATING IN THE LICENSE AGREEMENT

A schedule dated January 1, 2019 to the License Agreement January 1, 2019 between **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE TRADING AS CAMBRIDGE UNIVERSITY PRESS** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

See spreadsheet attached (filename: CRKN_Cambridge_2019-2021_Schedule_4_2019-03-18.xlsx)

AS WITNESS the hands of the parties the day and year below first written

FOR THE LICENSOR: **CAMBRIDGE UNIVERSITY PRESS**

Signature: 

05 April 2019 | 5:51 PM BST

Date: _____

Name (in block capitals): Chris Bennett

Position / Title: Global Sales Director

FOR THE LICENSEE: **CANADIAN RESEARCH KNOWLEDGE NETWORK**

Signature: 

Date: March 28, 2019

Name (in block capitals): CLARE APPAVOO

Position / Title: Executive Director



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SCHEDULE 5

USAGE DATA AND REPORTING REQUIREMENTS

A schedule dated January 1, 2019 to the License Agreement January 1, 2019 between **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE TRADING AS CAMBRIDGE UNIVERSITY PRESS** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

Usage reporting frequency: As requested

Currency of data: Within 1 day of report's availability

Distribution of usage data: Online

Level of reporting: Institutional

Exportable to applications: Excel

Customized: User-generated report capability

AS WITNESS the hands of the parties the day and year below first written

FOR THE LICENSOR: **CAMBRIDGE UNIVERSITY PRESS**

Signature: 

Date: 05 April 2019 | 5:51 PM BST

Name (in block capitals): Chris Bennett

Position / Title: Global sales Director

FOR THE LICENSEE: **CANADIAN RESEARCH KNOWLEDGE NETWORK**

Signature: 

Date: March 28, 2019

Name (in block capitals): CLARE APPAVOO

Position / Title: Executive Director



Canadian Research
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de documentation
pour la recherche

February 17, 2021

Cambridge University Press
University Printing House
Shaftesbury Road
Cambridge CB2 8BS, UK

Attention: Chris Bennett, Global Sales Director

Dear Mr. Bennett,

Re: License Agreement between THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE TRADING AS CAMBRIDGE UNIVERSITY PRESS (“the Licensor”) and the CANADIAN RESEARCH KNOWLEDGE NETWORK (“the Licensee”) dated January 1, 2019, as such License Agreement may have been amended or supplemented from time to time (“the License Agreement”)

This letter shall constitute an amendment of the License Agreement for the purpose of:

- Adjusting **SCHEDULE 2 – FEE** to reflect the early termination of Université du Québec en Outaouais per clause 10.2.6 and to reduce the 2021 base annual increase from 2% to 1%
- Adjusting **SCHEDULE 3 – MEMBERS OF THE CONSORTIUM PARTICIPATING IN THE LICENSE AGREEMENT** to reflect the early termination of Université du Québec en Outaouais per clause 10.2.6;
- Adjusting **SCHEDULE 4 – IP ADDRESSES OF THE MEMBERS PARTICIPATING IN THE LICENSE AGREEMENT** to reflect the early termination of Université du Québec en Outaouais per clause 10.2.6;

The terms set out in this letter shall have the same meaning as the terms defined in the License Agreement.

The License Agreement is hereby amended as follows:

1. With respect to **SCHEDULE 2 – FEE**, the “**TOTAL FEE**” and “**PAYMENT SCHEDULE**” are hereby updated as follows:

- 2021: 1% base annual increase over 2020, after 2021 lost titles credit, then transfer & new start title fees added

2021 fees are not subject to the foreign exchange mechanism below.

2021 (incl. 1% increase): \$1,900,540.91

PAYMENT SCHEDULE

2021 – payable 60 days after execution of this amendment: \$1,900,540.91

2. With respect to **SCHEDULE 3 – MEMBERS OF THE CONSORTIUM PARTICIPATING IN THE LICENSE AGREEMENT**, Université du Québec en Outaouais is hereby removed

3. With respect to **SCHEDULE 4 – IP ADDRESSES OF THE MEMBERS PARTICIPATING IN THE LICENSE AGREEMENT**, Université du Québec en Outaouais is hereby removed

Please indicate your Agreement to the terms set out in this amendment by signing the two originals of this Amending Letter, returning one signed original to my attention and retaining one signed original for your records.

Sincerely,

CANADIAN RESEARCH KNOWLEDGE NETWORK

Signature:  _____

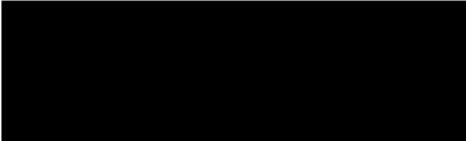
Name (in block capitals): Clare Appavoo _____

Position / Title: Executive Director _____

We agree with the terms set out in this letter.

DATED AT 22:25 GMT this 18th day of February, 2021

CAMBRIDGE UNIVERSITY PRESS

Signature: _____  _____

Name (in block capitals): Chris Bennett _____

Position / Title: Global Sales Director _____



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January 17, 2022

The Chancellor, Masters, and Scholars of the University of Cambridge acting through its department Cambridge University Press & Assessment
Shaftesbury Road
Cambridge
CB2 8EA
United Kingdom

Attention: Sara Forsyth, Senior Library Sales Representative – Canada

Dear Ms. Forsyth,

Re: License Agreement between The Chancellor Masters and Scholars Of The University Of Cambridge Trading As Cambridge University Press (“the Licensor”) and the Canadian Research Knowledge Network (“the Licensee”)

This letter shall constitute an amendment of the License Agreement for the purpose of:

- extending the term of the License Agreement to January 1, 2022 – December 31, 2024;
- to amend clause **1. Definitions**
- to amend clause **6.16 Open Access Option**
- to amend **Schedule 1 – Licensed Materials and Access Method**
- to amend **Schedule 2 – Fee** to incorporate fees for the 2022-2024 period;
- to amend **Schedule 3 – Members of the Consortium Participating in the Agreement**
- to amend **Schedule 4 – IP Addresses/Ranges of the Members Participating in the Agreement;**
- to add **Schedule 6 – Open Access Publishing**

1. With respect to clause **1. Definitions**, the following definitions are added:

Article: a research, case report, brief report, review or rapid communications format article (as defined by Licensor).

Article Processing Charges (APCs): the fee a publisher will sometimes charge for making articles Open Access.

Cambridge Core: Licensor’s online platform for books and journals.

Cambridge OA Journals: journals within the subscribed package that offer an OA publishing option.

Corresponding Author: a current student or member of staff affiliated with the Licensee who handles the manuscript and correspondence during an Article’s publication process – from manuscript correction and proof reading, to the revisions and re-submission of revised manuscripts up to acceptance. They (a) have the authority to act on behalf of all co-authors in all matters pertaining to publication of the manuscript including supplementary material (b) are responsible for informing the co-authors of the manuscript’s status

throughout the submission, review, and publication process and (c) act as the point of contact for any enquiries after an Article is published.

Creative Commons Licence: a type of licence allowing an author to communicate which rights they reserve and which they agree to waive in order to enable end-users to benefit from a gratis right to reproduce and distribute (and make derivative works from) the original Article. Licensor offers CC-BY, CC-BY-NC-SA, and CC-BY-NC-ND, each described in more detail on the Creative Commons website.

Open Access/OA: a publishing model that allows content to be published digitally and made accessible without charge to the end-user (subject to the terms of an applicable Creative Commons Licence).

OA Publishing Services: the opportunity to publish Articles in Cambridge OA Journals without paying an APC.

Payment Processing Software: RightsLink or other payment processing software

Year: calendar year.

2. With respect to **clause 6.16 Open Access Option**, the clause is amended to:
6.16 OPEN ACCESS OPTION Members shall follow the process outlined in Schedule 6 “Open Access Publishing” to exercise their Open Access Option under this agreement. Reporting will occur as outlined in clause 2.1.3 of that Schedule.
3. With respect to **Schedule 1 – Licensed Materials and Access Method**, this Schedule is hereby amended per the Schedule attached herein.
4. With respect to **Schedule 2 – Fees**, this Schedule is hereby amended per the Schedule attached herein.
5. With respect to **Schedule 3 – Members Of The Consortium Participating In The License Agreement**, this Schedule is hereby amended per the Schedule attached herein.
6. With respect to **Schedule 4 – IP Addresses Of The Members Participating In The License Agreement**, this Schedule is hereby amended per the Schedule attached herein.
7. With respect to **Schedule 6 – Open Access Publishing**, this Schedule is hereby added per the Schedule attached herein.

SCHEDULE 1

LICENSED MATERIALS AND ACCESS METHOD

A schedule dated January 1, 2022 to the License Agreement January 1, 2019 between **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE TRADING AS CAMBRIDGE UNIVERSITY PRESS** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

THE LICENSED MATERIALS

License Agreement Start Date: January 1, 2022

License Agreement End Date: December 31, 2024

Cambridge Journals Online: the full-text content delivery service for Cambridge University Press' collection of peer-reviewed, leading journals across science, social sciences and humanities. See <https://www.cambridge.org/core>.

Temporary backfile access varies per title, and details for this access are to be included in yearly URL/title lists (for reference in 2022: 2022 Cambridge Core - Journals Full Package Title List_2022-01-13), as well as yearly KBART title lists. The temporary, non-perpetual access included with the current package shall not be inferior to that described in the 2022 file referenced above, except in the event of a title transferring out of the package. The licensor agrees to extend the temporary back access for members to the range provided by the previous publisher upon request. The licensor shall provide a list of transfer titles with their previous publisher to the licensee in order to facilitate this request.

New Starts: New Starts are added to the Licensed Materials at no charge.

Takeover Titles: Takeover titles will be added to the Licensed Materials at no charge.

Lost Titles/Deletions: If a title ceases publication or transfers to another publisher, the Licensor shall ensure Members retain perpetual access to the Licensed Materials as provided below. Members will not receive credit for any titles leaving the Licensed Materials.

ACCESS METHOD

Unlimited use of the Licensed Materials on the Licensor's Platform.

User authentication mechanisms supported are: IP authentication and Institutional Log In via Shibboleth or Athens.

PERPETUAL ACCESS

Perpetual access to every purchased volume year. Current subscriptions within the CRKN package include perpetual online access to the purchased volume year, along with backfile access temporarily accessible during the subscription term, for most titles.

DEEP DISCOUNT PRINT

In the event a Member wishes to obtain print access to any of the Licensed Materials, Cambridge will offer a Deep Discount Price of 50% off published list prices.

**SCHEDULE 2
FEE**

A schedule dated January 1, 2022 to the License Agreement January 1, 2019 between **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE TRADING AS CAMBRIDGE UNIVERSITY PRESS** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

For reference purposes, the Fees incurred per Member are as set out on the attached spreadsheet (filename: CRKN_Cambridge University Press_2022-2024_Schedule 2_2022-01-06)

All fees in US dollars.

- 2022: 0% base annual increase over 2021 with \$47,716.18 publication spend added
- 2023: 1% base annual increase over 2022
- 2024: 1% base annual increase over 2023

All fees are subject to the foreign exchange mechanism listed below.

2022:	\$1,963,158.96
2023 (incl. 1% increase):	\$1,982,790.55
2024 (incl. 1% increase):	\$2,002,618.44

TOTAL FEE: \$5,948,567.95

PAYMENT SCHEDULE

2022 – payable upon execution of this amending letter (net 60 days):	\$1,963,158.96
2023 – payable on or before February 28, 2023:	\$1,982,790.55
2024 – payable on or before February 28, 2024:	\$2,002,618.44

FOREIGN EXCHANGE MECHANISM

The fees for this license are subject to a CAD/USD cap of 1.3700 at the time of invoicing. If the CAD/USD rate obtained by the Licensee exceeds 1.3700, the Licensee will remit to the Licensor the equivalent CAD amount based on a 1.3700 exchange rate. If the CAD/USD rate obtained by the Licensee is below 1.3700, the Licensee will remit the USD amount indicated above.

SCHEDULE 3

MEMBERS OF THE CONSORTIUM PARTICIPATING IN THE LICENSE AGREEMENT

A schedule dated January 1, 2022 to the License Agreement January 1, 2019 between **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE TRADING AS CAMBRIDGE UNIVERSITY PRESS** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

Atlantic Region (6):

Acadia University
Dalhousie University
Memorial University of Newfoundland
Mount Saint Vincent University
University of New Brunswick
University of Prince Edward Island

Québec (10):

Concordia University
McGill University
Université de Montréal
Université du Québec:
École de technologie supérieure
Institut national de la recherche scientifique
Université du Québec à Chicoutimi
Université du Québec à Montréal
Université du Québec à Rimouski
Université du Québec à Trois-Rivières
Université Laval

Ontario (18):

Brock University
Carleton University
Lakehead University
Laurentian University
McMaster University
Nipissing University
Queen's University
Ryerson University
Trent University
University of Guelph
University of Ontario Institute of Technology
University of Ottawa
University of Toronto
University of Waterloo
University of Windsor
Western University
Wilfrid Laurier University
York University

Western Region (18):

Brandon University
Kwantlen Polytechnic University
MacEwan University
Mount Royal University
Simon Fraser University
The King's University
Thompson Rivers University
University of Alberta
University of British Columbia
University of Calgary
University of Lethbridge
University of Manitoba
University of Northern British Columbia
University of Saskatchewan
University of the Fraser Valley
University of Victoria
University of Winnipeg
Vancouver Island University

SCHEDULE 4

IP ADDRESSES OF THE MEMBERS PARTICIPATING IN THE LICENSE AGREEMENT

A schedule dated January 1, 2022 to the License Agreement January 1, 2019 between **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE TRADING AS CAMBRIDGE UNIVERSITY PRESS** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

See spreadsheet attached (filename: CRKN_Cambridge University Press_2022-2024_Schedule 4_2022-01-13.xlsx)

SCHEDULE 6

OPEN ACCESS PUBLISHING

A schedule dated January 1, 2022 to the License Agreement January 1, 2019 between **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE TRADING AS CAMBRIDGE UNIVERSITY PRESS** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

1. OA Publishing Process

- 1.1. Corresponding Authors have the opportunity to publish an unlimited number of OA Articles in Cambridge OA Journals without incurring any Article Processing Charges.
- 1.2. In order to publish in a Cambridge OA Journal, the Corresponding Author must:
 - 1.2.1. have an Article accepted for publication;
 - 1.2.2. provide details of their affiliation with Licensee, when submitting their Article for publication; and
 - 1.2.3. sign a licence to publish form or equivalent documentation, as required by the Cambridge OA Journal publishing the Article, selecting a Creative Commons Licence in the process.
- 1.3. The OA publishing opportunities the Agreement offers are only available for Articles which have an acceptance date during the Term of this Agreement.
- 1.4. Articles published non-OA in Cambridge OA Journals during the Term of this Agreement will be eligible for retroactive conversion to OA provided:
 - 1.4.1. the Article was published during the Term of this Agreement; and
 - 1.4.2. the request to convert to OA is made within the same Year the Article was published (for example, an article published in March 2021 non-OA will need to be made retroactively OA before the end of 2021 – only the Corresponding Author can request their Article be made OA and this must be done through Payment Processing Software, or correspondence directly with the Licensor).
- 1.5. If a Cambridge OA Journal is transferred to another publisher during the term of this Agreement:
 - 1.5.1. Articles which were accepted for publication will still be published in the Cambridge OA Journal, provided there is space to do so in a journal volume published before the transfer;
 - 1.5.2. All retroactive OA requests must be complete prior to the date of content file transfer to the new OA journal publisher.
- 1.6. Notwithstanding clause 1.3, if a journal is transferred to Licensor during the term of this Agreement:
 - 1.6.1. Articles which were accepted for publication before the Agreement started will be eligible for OA publication provided that, post-transfer, the journal is: (a) either hybrid or Gold OA and (b) included in Licensee's package of Subscription Products.
 - 1.6.2. Retroactive publishing will remain available until Licensor considers that this service is no longer necessary.

2. Licensor's Responsibilities

- 2.1. Licensor shall:
 - 2.1.1. verify the identity of Corresponding Authors after the acceptance of Article manuscripts, via affiliation, email domain, or ORCID.
 - 2.1.2. provide Consortium Members with a list of the Cambridge OA Journals;
 - 2.1.3. provide reports to each Consortium Member detailing their respective publishing outputs, including the following information: name of Corresponding Author, university, article title, DOI, journal title, eISSN, print ISSN, OA licence applied, date first published online, Journal APC and author email; and
 - 2.1.4. host information relating to the OA publishing opportunities it offers on Cambridge Core.
 - 2.1.5. facilitate retroactive OA publishing, as described in clauses 1.4 and 1.5 of this Section.

3. Member Responsibilities

3.1. Members shall inform their researchers and authors about the Licensor's OA publishing process.

4. Exceptions and Exclusions

4.1. Some of Licensor's journals currently do not permit OA publishing. As such, OA publishing will initially not be available in those journals. These journals will become eligible for OA publishing on an annual basis, if and when OA options are introduced by the journal's proprietors.

4.2. Although Licensor endeavours to include all Cambridge OA Journals in this agreement, it reserves the right to exclude a journal.

Please indicate your agreement to the terms set out in this amendment by signing the two originals of this Amending Letter, returning one signed original to the CRKN office and retaining one signed original for your records.

Sincerely,

FOR THE LICENSEE: **CANADIAN RESEARCH KNOWLEDGE NETWORK**

Signature: _____



Name (in block capitals): CLARE APPAVOO

Position / Title: Executive Director

We agree with the terms set out in this letter.

DATED AT Toronto, this 17th day of January 2022

FOR THE LICENSOR: **CAMBRIDGE UNIVERSITY PRESS**

Signature: _____



Name (in block capitals): CHRIS BENNETT

Position / Title: Global Sales Director, Cambridge University Press