January 13, 2023

THIS READ AND PUBLISH AGREEMENT IS MADE AS OF the 1st day of January 2023

BETWEEN


and

2 CANADIAN RESEARCH KNOWLEDGE NETWORK of 1309 Carling Avenue, PO Box 35155 Westgate, Ottawa, Ontario, Canada, K1Z 1A2 ("the Customer")

WHEREAS Wiley holds or administers the rights granted under this Agreement,

AND WHEREAS Wiley desires to grant to Customer and Members of the Consortium the license to use such rights for the Annual Access & Hybrid Publishing Fee, subject to the terms and conditions of this Agreement,

IT IS AGREED AS FOLLOWS:

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All current students, staff and faculty of a Member (whether full or part-time, permanent, temporary, contract or visiting appointments), and alumni of a Member, regardless of the physical location of such persons. For the avoidance of doubt, Authorized Users include those persons who are granted library user privileges according to the policies of a Member, including but not limited to retired faculty and staff.

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The group of universities, other educational institutions and research organizations (which may have multiple sites) and their associated libraries, that have authorized the Customer to negotiate and execute this Agreement on their behalf.

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User interface and search systems for discovering and displaying content from local, database and web-based sources.

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Electronic systems, such as course management systems, on a Member’s Secure Network for use by its faculty, students and staff in connection with specific courses of instruction offered by a Member.

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   a. primary research and review articles, including but not limited to articles classified by Wiley as Case Study, Commentary, Data Article, Education, Lecture, Method and Protocol, Perspective, Practice and Policy, Rapid Publication, Research Article, Review Article, Short Communication, and Technical Note (an illustrative list is set forth in Schedule 6, which Wiley is permitted to update from time to time in which case Wiley will notify the Customer as soon as practicable).
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Irrespective of the cause or form of action, the aggregate liability of a party for any claims, losses, or damages arising out of any breach of this Agreement by such party shall in no circumstances exceed the amount of the annual fee paid by the Customer to Wiley under this Agreement during which such claim, loss or damage occurred. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

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Wiley shall provide third-party vendors of Discovery Services, on an ongoing and timely basis, with as comprehensive content for indexing as possible, including citation metadata (including subject headings and keywords), abstracts,
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7.1 NOTICE OF TERMS AND CONDITIONS
Customer shall inform the Members of the terms and conditions of this Agreement as outlined in sections 3
[Permitted Uses] and 4 [Prohibited Uses]. Members shall use reasonable efforts to provide Authorized Users with
appropriate notice of the terms and conditions under which access to the Licensed Electronic Products and Services
is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Electronic
Products and Services as set forth in this Agreement.

7.2 NOTICE OF INTELLECTUAL PROPERTY RIGHTS
Members shall use reasonable efforts to inform Authorized Users of the importance of respecting the intellectual
property rights in the Licensed Electronic Products and Services and of the sanctions that each Member imposes for
failing to respect such rights.

7.3 NOTICE OF MEMBER INFORMATION
The Customer shall provide to Wiley information sufficient to enable Wiley to provide access to the Licensed
Electronic Products and Services in accordance with its obligations under clause 6.1 [Availability of Licensed
Electronic Products and Services. Should the Members make any significant change to such information, the
Customer shall use reasonable efforts to notify Wiley in a timely manner.

7.4 PROTECTION FROM UNAUTHORIZED USE
Members shall make reasonable efforts to limit access to the Licensed Electronic Products and Services to
Authorized Users, and to protect the Licensed Electronic Products and Services from unauthorized use. Neither the
Customer nor the Members are liable to Wiley in respect of any such unauthorized use so long as such reasonable
efforts were made.

8. MUTUAL OBLIGATIONS

8.1 NOTICE OF UNAUTHORIZED USE
Upon becoming aware of any unauthorized use or other breach, Wiley, Customer, and Member will inform one another
and take reasonable and appropriate steps to both ensure that such activity ceases and to prevent any recurrence.
Wiley, Customer, and Member agree to cooperate in good faith and to provide sufficient exchange of information to
prevent any further unauthorized use.
Wiley reserves the right to temporarily suspend any Member’s access to Licensed Electronic Products and Services for infringement of Wiley’s intellectual property rights in the Licensed Electronic Products and Services or for a breach of the terms of this Agreement that threatens either the performance or security of the Platform. Forthwith, after suspending such access Wiley shall issue a notice to the Member and the Customer of the breach, specifying the activity of the Member that caused the breach. Wiley 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.

8.2 LOCAL LOADING AND LOCAL/ALTERNATE HOSTING
Wiley 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 Agreement, for perpetual local loading and alternate hosting of the Licensed Electronic Products and Services on the Member’s server or a third-party server, as designated by the Member.

9. FEE

9.1 ACCESS AND PUBLISHING FEES AND FEE SCHEDULE
The Consortium shall, in consideration for the rights granted under this Agreement, pay a single, annual, non-refundable commitment fee for the Access Right for the Licensed Electronic Products granted under Schedule 1 and for the Publishing Right during each Contract Year as specified in the Access and Publishing Right Table and the payment schedule outlined in Schedule 2 (the “Annual Access & Hybrid Publishing Fee”). For the avoidance of doubt, the Annual Access & Hybrid Publishing Fee shall be exclusive of any sales, use, value-added, goods and services or similar taxes and the Customer shall be liable for any such taxes in addition to the Annual Access & Hybrid Publishing Fee.

The Consortium will pay the Annual Access & Hybrid Publishing Fee in accordance with the relevant invoice. The Consortium will manage the publishing requests on a first-come, first-served basis as set forth in Schedule 2. Customer is not permitted to specify the proportion of the publishing per journal type. Nothing should be assumed about the proportion of the fee assigned to access and publishing rights. The Article Entitlement for each Contract Year does not roll over into a subsequent Contract Year and expires at the end of final Contract Year.

Funding requests are approved by the Customer:
   a) on acceptance of the article for Hybrid Journals.

9.3 INVOICES
Invoices shall be sent to the Customer 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 Customer less than sixty (60) days before the due dates as set out in the payment schedule outlined in Schedule 2, payment to Wiley will be due sixty (60) days after receipt of the invoice. Customer is responsible for any applicable direct or indirect local, state, federal, or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, sales, use, or withholding taxes where required by law. Customer will pay to Wiley the full amount of any invoice, regardless of any deduction that Customer believes it is required by law to make, such that the net amount received by Wiley equals the full amount that would have been received had no such deduction or withholding been required.

9.4 REVENUE ALLOCATION
Wiley is permitted to allocate the revenues received under this Agreement to its portfolio of journals as it deems appropriate.

9.5 NON-PAYMENT
In addition to all other remedies available under this Agreement or at law, Wiley is entitled to suspend the provision of any products or services, including but not limited to access to the Licensed Electronic Products, if the Customer fails to pay any fees as due under the applicable invoice. If Wiley executes this option, the Customer will not be entitled to any reduction in the payment due, nor refund due to the suspension.
9.6 ANNUAL INVOICE AGREEMENT LETTER
Wiley will annually send Customer an Invoice Agreement Letter ("IAL") or equivalent written communication, which may be accompanied by updated Product Appendix(ces).

9.6.1. This Agreement will renew for the period set forth in the Invoice Agreement Letter for the fees agreed to and set forth in the IAL, upon any one of the following:
   9.6.1.1. Customer’s execution of the annual IAL, or equivalent written communication,
   9.6.1.2. written acceptance of the annual fees via email,
   9.6.1.3. access enablement to the Licensed Electronic Products upon the Customer’s written request, or
   9.6.1.4. payment of fees set forth therein.

9.6.2. Except as specifically set forth in the Invoice Agreement Letter (or written acceptance via email as set forth above), the terms and conditions of this Agreement and any updated Appendices will continue to apply.

10. TERM, RENEWAL, AND TERMINATION

10.1 AGREEMENT TERM
This 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].

Each year within the Term is a “Contract Year” (unless the Parties agree to a shorter time period for any Contract Year as specified in Section 9.1).

10.2 EARLY TERMINATION

10.2.1 EARLY TERMINATION FOR PAYMENT DEFAULT
Wiley may terminate this Agreement by notice to the Customer if the Customer willfully defaults in making payment of the Annual Access & Hybrid Publishing Fee as provided in this Agreement and fails to remedy such default within sixty (60) days of notification in writing by Wiley.

10.2.2 EARLY TERMINATION FOR BREACH
Either Wiley or Customer 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 Agreement and fails to remedy the breach within sixty (60) days of notice by the non-breaching party.

If a Member commits a material or persistent breach of the terms of this Agreement and the Member fails to remedy the breach within sixty (60) days’ notice from Wiley to the Member and the Customer, or the Member fails to commence and diligently pursue steps to remedy the breach within sixty (60) days’ notice from Wiley to the Member and the Customer, Wiley may terminate the license and rights granted to the Member pursuant to this Agreement by giving notice of termination to the Member and the Customer. Upon the expiry of the notice period, Wiley may discontinue providing the Member access to the Licensed Electronic Products and Services for the remainder of the term of the Agreement.

10.2.3 EARLY TERMINATION FOR WILEY INSOLVENCY
The Customer may terminate this Agreement by notice to Wiley if Wiley 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.
10.2.4 EARLY TERMINATION FOR FINANCIAL EXIGENCY
The Customer may terminate this Agreement if public funding of the Customer or funding of the Customer by the Members is materially reduced and the Customer thereby becomes unable to pay future amounts payable pursuant to this Agreement. The Customer will give Wiley notice of such termination and this Agreement shall terminate effective sixty (60) days after the giving of such notice if the Customer has failed to pay the Annual Access & Hybrid Publishing Fee for the calendar year in which such notice was given, or if the Customer has paid the Annual Access & Hybrid Publishing Fee for the calendar year in which such notice was given, January 1 of the following year.

10.2.6 EARLY TERMINATION BY A MEMBER
The performance of a Member of their obligations under the Agreement shall be subject to and contingent upon the availability of funds provided, allocated, or allotted in institutional budgets for the purpose of the Agreement for the current and future license term. Any Member may, at its option, provide notice to Wiley and Customer, by September 15 of each applicable calendar year within the Agreement, of the non-availability of such funds and the intent to terminate their participation in the Agreement beginning on January 1st of the forthcoming year.

If a Member executes this option, no refund of payments already received by Wiley 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 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 Electronic Products and Services].

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

10.4 EXTENSION OF TERM
This 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 Agreement, or due to cause as outlined in section 6.9 [Service Interruption] except if the Customer continued access to the Licensed Electronic Products through PORTICO and/or CLOCKSS.

10.5 TERMINATION

10.5.1 NOTIFICATION OF TERMINATION
Upon termination of this Agreement, the Customer 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 Electronic Products and Services 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 ELECTRONIC PRODUCTS AND SERVICES
Upon termination of this Agreement, Wiley will provide continued access to the Licensed Electronic Products and Services for which Perpetual Access was granted in this Agreement. The means by which Authorized Users shall have access to such Licensed Electronic Products and Services shall be in a manner and form substantially equivalent to the means by which access is provided during the term of this Agreement, with provisions for ensuring forward compatibility with new technologies.
Wiley shall:

a.) provide continuing online access to archival copies of the Licensed Electronic Products and Services on Wiley’s Platform without supplementary fees to the Customer or Members;

b.) provide to the Customer, Member, or third-party archiving service, upon request and within 90 days, one copy of the entire set of Licensed Electronic Products and Services 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 Electronic Products and Services and associated metadata to the Customer or Member or a third-party archiving service shall be borne by Wiley, unless otherwise agreed upon by the parties.

The archival copy from Wiley 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 Electronic Products and Services pursuant to this Agreement.

11. GENERAL

11.1 ENTIRE AGREEMENT
The following documents shall comprise the entire Agreement between both parties concerning the subject matter of this Agreement:

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

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

11.3 ASSIGNMENT AND TRANSFER
This 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 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.

11.4 EXECUTION
This 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 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 Agreement.

11.6 SEVERABILITY
The invalidity or un-enforceability of any provision of this Agreement shall not affect the continuation or enforceability of the remainder of this Agreement.
11.7 WAIVER OF CONTRACTUAL RIGHT
Either party’s waiver, or failure to require performance by the other, of any provision of this Agreement will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

11.8 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, or courier to the address of the addressee as set out in this 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 Agreement or whether a party or a Member is in breach of any part of this 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 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
Wiley agrees that any action or proceeding instituted by it relating to this Agreement or its dealings with the Customer or a Member pursuant to this Agreement shall be brought in a court of competent jurisdiction in the Province of Ontario, Canada, and for that purpose Wiley now irrevocably and unconditionally attorns and submits to the jurisdiction of such court. Wiley further agrees that Customer may, at its sole discretion, bring any action or proceeding relating to this Agreement in a court of competent jurisdiction in the Province of Ontario, Canada or in any jurisdiction in which Wiley is incorporated, registered or resident. In any such event, Wiley 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.

12. RIGHTS TO PUBLISH OPEN ACCESS

12.1 OPEN ACCESS PUBLISHING
Wiley agrees during the Publishing Right Period in accordance with the terms set forth in Sections 12 and 9, Schedule 2, and subject to the payment of the Publishing Fees, to permit Eligible Corresponding Authors to publish Eligible Articles open access in the Hybrid Open Access Publishing Titles on the basis of the terms of this Agreement.

Wiley maintains up-to-date, publicly available, online lists of the applicable journals and the APCs, as described in Schedule 1; the online lists govern the journals covered by this Agreement. The Parties agree the APCs are based on the services provided in the publication of articles. Wiley is permitted to change the applicable journals and the APCs from time to time (e.g., including but not limited to where there are adjustments to Wiley’s portfolio of journals, Hybrid Journals transition to fully open access journals (i.e., Gold Journals), price changes, etc.).

12.2 OPEN ACCESS PUBLISHING AGREEMENT. Before the version of record is published, Eligible Authors of Eligible Articles (and, if different, the owner of any copyright in such articles), must sign Wiley’s then-current open access publishing agreement.

12.3 RESPONSIBILITIES OF WILEY
Wiley agrees to publish the Eligible Articles in accordance with the provisions of Schedule 6 – Open Access Material Workflows and Services.
12.4 RESPONSIBILITES OF MEMBERS
Members will be responsible for informing Eligible Corresponding Authors that this Agreement is in place and that their Eligible Articles can be made Open Access Material on acceptance in the Hybrid Open Access Publishing Titles.

Members shall instruct Eligible Corresponding Authors to identify themselves as being eligible in the course of Wiley’s publishing workflow as specified in Schedule 6 – Open Access Material Workflows and Services.

Members shall ensure that Wiley is provided with accurate and up to date information for use in identifying Eligible Corresponding Authors as specified in Schedule 6 – Open Access Material Workflows and Services.

12.5 EDITORIAL INDEPENDENCE
All parties acknowledge that during the term of this Agreement, Members will in no way be involved with the editorial process for any of the Licensed Electronic Products and Services.

Nothing herein contained shall oblige Wiley to publish any article submitted to Wiley by an Eligible Corresponding Author. The Member acknowledges that the selection of material to be published on the Platform is entirely at the discretion of Wiley. The Member waives any claim it may have against Wiley in the event that Wiley refuses or declines to publish any material (or part thereof) submitted by an Eligible Corresponding Author.

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

FOR WILEY:

Signature:
Date:
Name (in block capitals): JAY FLYNN
Position / Title: Executive Vice President and GM, Research

FOR THE CUSTOMER: CANADIAN RESEARCH KNOWLEDGE NETWORK

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

THE LICENSED ELECTRONIC PRODUCTS AND SERVICES

A. THE JOURNALS DATABASE
   The Database will comprise all subscription-based journal titles published on Wiley Online Library including titles previously excluded from collections, transfer titles and newly launched journals.
      1.1. The titles British Journal of Radiology (BJR) and Dentomaxillofacial Radiology (DMFR) may be accessed via https://www.birpublications.org/action/showLogin. Usage statistics may be obtained via https://www.birpublications.org/page/usagedata. Wiley may change the URLs at its sole discretion.
   2. Access: The subscription will entitle the Customer and Members to online access to the electronic files of all content published in the journals that comprise the Database during the term of the subscription and retrospective content, generally back to 1997, depending on the start date of online publishing by Wiley. Retrospective content for BJR and DMFR is provided back to 2009. For the avoidance of doubt, this does not include any material included in Backfiles for the same journals.

PERPETUAL ACCESS
3. Upon termination of this Agreement, Wiley will provide the Customer with perpetual access to the electronic files of all content published in the journals that comprise the Database during the term of the subscription, where Wiley has the rights to deliver this.
   3.1. For the avoidance of doubt, the Customer and Members will retain perpetual access rights to current electronic files and retrospective content, generally back to 1997, for any journals in which the Customer and Members currently have such rights. Retrospective content for BJR and DMFR is provided back to 2009.
   3.2. No perpetual access rights are provided under this Schedule for any material included in Backfiles for the same journals.
   3.3. When such perpetual access is provided, Wiley, in its discretion, will either continue online access to the same material excluding any enhancements added to the version originally published, or provide an archival copy in the electronic medium selected by Wiley, at a reasonable cost-based fee covered by Wiley, and subject to the security requirements set forth in this Agreement.
   3.4 By providing such perpetual access, Wiley grants to the Customer and Members a non-exclusive, royalty-free license to use such material in accordance with the restrictions on use specified in the Agreement, which survive any termination of the Agreement.

4. Journal Database Fees: The Database Fee is included in the Annual Access & Hybrid Publishing Fee per Contract Year as listed in Schedule 2 of the Agreement.
   4.1. The Annual Access & Hybrid Publishing Fee in a subsequent Contract Year may change if there is a material change to the number and value of the journal titles included in the Database.
   4.2. Wiley will submit to the Customer by September 1 of Contract Years 1 and 2 a list of the online editions of all journals in the Database that will be made available on Wiley Online Library (or any successor platform) in the following year including all confirmed new and transfer journal titles. For journal titles that are transferred out of the Database, Wiley will use all reasonable efforts to comply with the Transfer Code of Practice or to the then-prevailing industry standard.
4.3. In the event of a material change as described above, the parties shall negotiate in good faith an appropriate amount as a fair compensation for such material change.

5. Subscriptions to Journals not included in the Database: The Members may subscribe to journals not included in the Database by placing orders directly via Wiley’s Journal Customer Service Department at cs-journals@wiley.com or via a subscription agent. These subscriptions will not be covered by the terms of this Agreement.

6. Print Subscription Pricing: The Members can purchase print subscriptions to journals in the Database to which the Members subscribe at a deeply discounted rate at the prevailing rate. This does not apply to:
   6.1. Titles published in e-only format by Wiley.
   6.2. Titles for which print subscriptions are only available through a Print-on-Demand option. Print on Demand subscriptions are not eligible for any discount.
   6.3. Print subscriptions should be ordered directly via the Wiley Customer Services department, or through an agent.

Agreement Start Date: January 1, 2023
Agreement End Date: December 31, 2024

B. OPEN ACCESS PUBLISHING
Applicable Hybrid Journals, and Corresponding APCs, for the Publishing Right
Wiley maintains up-to-date, publicly available, online lists of Hybrid Journals, and the APCs for each, which are available as follows:

- The complete list of titles of Hybrid Journals is available at https://authorservices.wiley.com/asset/Wiley-Journal-APCs-OnlineOpen.xlsx and attached herein for reference

In the event of any discrepancy between the online list from the link and the list attached herein, the online list from the link will prevail. Wiley may change the URLs at its sole discretion in which case, Wiley will notify the Customer as soon as practicable. These lists govern the journals covered by this Agreement.

ACCESS METHOD
Unlimited use of the Licensed Electronic Products and Services on Wiley’s Platform.

User authentication mechanisms supported are detailed in Schedule 4.

Shibboleth IDs or OpenAthens
Proxy IP addresses
IP addresses
AS WITNESS the hands of the parties the day and year below first written

FOR WILEY:

Signature:
Date:
Name (in block capitals): JAY FLYNN
Position / Title: Executive Vice President and GM, Research

FOR THE CUSTOMER: CANADIAN RESEARCH KNOWLEDGE NETWORK

Signature:
Date:
Name (in block capitals): CLARE APPAVOO
Position / Title: Executive Director
SCHEDULE 2 - FEE


All fees in US dollars and exclusive of taxes.

Publishing Right Start Date: January 1, 2023

Access and Publishing Right Table

<table>
<thead>
<tr>
<th>Applicable Time Period</th>
<th>Contract Year One</th>
<th>Contract Year Two</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>January 1, 2023 to December 31, 2023</td>
<td>January 1, 2024 to December 31, 2024</td>
</tr>
<tr>
<td>Total Annual Access &amp; Hybrid Publishing Fee</td>
<td>USD 16,038,286.90</td>
<td>USD 16,038,286.90</td>
</tr>
</tbody>
</table>

For reference purposes, the Fees incurred per Member are as set out on the attached spreadsheet (filename: CRKN-Wiley_2023-2024_Schedule 2_2023-01-13.xlsx)

The Consortium will manage publishing requests on a first-come, first-served basis.

PAYMENT SCHEDULE

2023 – payable upon execution of the Agreement (net 60 days): USD 16,038,286.90

2024 – payable on or before December 15, 2023: USD 16,038,286.90
AS WITNESS the hands of the parties the day and year below first written

FOR WILEY:

Signature:
Date:
Name (in block capitals): JAY FLYNN
Position / Title: Executive Vice President and GM, Research

FOR THE CUSTOMER: CANADIAN RESEARCH KNOWLEDGE NETWORK

Signature:
Date:
Name (in block capitals): CLARE APPAVOO
Position / Title: Executive Director
SCHEDULE 3 - MEMBERS OF THE CONSORTIUM PARTICIPATING IN THE AGREEMENT


Atlantic Region (11):

Acadia University
Cape Breton University
Dalhousie University
Mount Allison University
Mount Saint Vincent University
Saint Mary's University
St. Francis Xavier University
Université de Moncton
Université Sainte-Anne
University of New Brunswick
University of Prince Edward Island

Québec (17):

Concordia University
École Polytechnique de Montréal
HEC Montréal
McGill University
Université de Montréal
Université de Sherbrooke
Université du Québec:
École de technologie supérieure
École nationale d'administration publique
Institut national de la recherche scientifique
Télé-université du Québec
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 Abitibi-Témiscamingue
Université du Québec en Outaouais
Université Laval

Ontario (21):

Algoma University
Brock University
Carleton University
Lakehead University
Laurentian University
McMaster University
Nipissing University
OCAD University
Queen's University
Royal Military College of Canada
Toronto Metropolitan 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 (22):

Athabasca University
Brandon University
Capilano University
Concordia University of Edmonton
Kwantlen Polytechnic University
MacEwan University
Mount Royal University
Royal Roads University
Simon Fraser University
Thompson Rivers University
Trinity Western University
University of Alberta
University of British Columbia
University of Calgary
University of Lethbridge
University of Manitoba
University of Northern British Columbia
University of Regina
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 WILEY:

Signature:

Date:

Name (in block capitals): JAY FLYNN

Position / Title: Executive Vice President and GM, Research

FOR THE CUSTOMER: CANADIAN RESEARCH KNOWLEDGE NETWORK

Signature:

Date:

Name (in block capitals): CLARE APPAVOO

Position / Title: Executive Director

See spreadsheet attached (filename: CRKN-Wiley_2023-2024_Schedule4_2023-01-13.xlsx)

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

FOR WILEY:

Signature:

Date:

Name (in block capitals): JAY FLYNN

Position / Title: Executive Vice President and GM, Research

FOR THE CUSTOMER: CANADIAN RESEARCH KNOWLEDGE NETWORK

Signature:

Date:

Name (in block capitals): CLARE APPAVOO

Position / Title: Executive Director

Usage reporting frequency: Monthly
Currency of data: Within four (4) weeks of report availability date
Distribution of usage data: Online
Level of reporting: For the Consortium
Exportable to applications: ACSI files importable to Excel (xls)
Customized: By request to Wiley Account Manager or designate

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

FOR WILEY:

Signature: 
Date: 
Name (in block capitals): JAY FLYNN
Position / Title: Executive Vice President and GM, Research

FOR THE CUSTOMER: CANADIAN RESEARCH KNOWLEDGE NETWORK

Signature: 
Date: 
Name (in block capitals): CLARE APPAVOO
Position / Title: Executive Director
ARTICLE SUBMISSION PROCESS AND WOAA WORKFLOW

a. Hybrid Journals. Under the Hybrid WOAA Workflow, the Eligible Author, as designated on submission of an Eligible Article, or subsequently identified as such within Author Services, must identify the Eligible Author’s affiliation with a Member by selecting from a standardized list of institutions in the electronic editorial office submission and Author Services systems. Once the affiliation is identified, the Eligible Author will be presented with a choice of publishing open access. Wiley will include sufficient information and guidance to encourage Eligible Authors to publish open access as part of this Agreement (so long as the correct affiliation of the Eligible Author is captured in Wiley systems’ metadata) and that they do not need to pay an APC. If an author elects not to publish open access, the article will not be covered by this Agreement.

NON-STANDARD WORKFLOW.

For Hybrid Journals that do not follow the WOAA Workflow, Wiley will make reasonable efforts to inform the Eligible Author that the Eligible Articles are meant to be published open access under this Agreement where the Eligible Author has identified an affiliation with a Member in the electronic editorial office submission system.

WILEY WILL:

a. be responsible for identifying the potentially eligible authors under this Agreement (subject to the verification process set forth below in Section 5.);

b. not charge an Eligible Author an APC for any Eligible Article as long as the Eligible Author follows the WOAA or the Non-Standard Workflows. If the WOAA or the Non-Standard Workflows are not followed, any APC subsequently incurred by the Eligible Author is not covered by this Agreement and the Eligible Article will not be covered by this Agreement. If an Eligible Author follows the WOAA or Non-Standard Workflows but did not select open access publishing, and requests Wiley to change the publication basis prior to being published, Wiley will do so, and the Eligible Article will be covered by this Agreement. Requests for open access publishing cannot be made post-publication.

c. include the Member in the account list for all Hybrid Journals as an account holder;

d. provide a link for the Member on the Institutional Account List on Author Services;

e. identify on Wiley Online Library the Hybrid Journal articles that are open access;

f. make reports of account activity available to the Customer and Members via the Dashboard;

OPEN ACCESS CONVERSION RIGHT.

a. In Contract Year One only, Customer has the right to request to apply their Article Entitlement to cover articles that fall outside the Eligible Article criteria in the Eligible Article definitions subsection c, specifically:

   i. any articles that were accepted for publication (but not yet published) in a Hybrid Journal (i.e., a Hybrid Journal as of the date of the acceptance of the article) on a subscription basis, where such acceptance occurred between the date of the Agreement and the Publishing Right Start Date; and/or

b. This right described in 4.a (the “OA Conversion Right”) extends only to:

   i. unpublished articles that satisfy the requirements of Eligible Article definitions subsections a. and b; and

   ii. as to Hybrid Journals, unpublished articles for which the author has not yet selected the publication basis (subscription or open access)
c. To exercise the OA Conversion Right, Customer must request from Wiley a list of articles eligible for conversion under Section 4.a., and Wiley will provide the list of any such articles. Then, Customer must select the articles they would like to convert and inform Wiley in writing about their selection. Wiley will contact the Eligible Authors of the selected articles for final approval, and the Eligible Author must then confirm the conversion of their article to open access publication and sign Wiley's then-current open access publishing agreement.

5 VERIFICATION PROCESS.
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   b. The Member is responsible for providing and updating the list of applicable email domains for Wiley to use in matching.

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   a. Wiley to provide the following information as a minimum for all open access publication output reports:
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      iii. Funder, if provided by author
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      vi. journal title
      vii. ISSN/E-ISSN
      viii. accepted article title
      ix. article type
      x. DOI
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      xii. open access licence

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Illustrative List of Article Classifications Eligible for Open Access Publishing

<table>
<thead>
<tr>
<th>Article Classification</th>
<th>Description</th>
<th>Eligibility for OA Publishing in Hybrid Journal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abstract</td>
<td>Abstracts published as articles, either individually, under sections, or as an entire collection from a conference, and materials related to them, such as Introductions, Author Indices etc.</td>
<td>N</td>
</tr>
<tr>
<td>Announcement</td>
<td>Sharing factual information or acknowledgements from the journal or its owners that is not dissemination of knowledge, research, or opinion.</td>
<td>N</td>
</tr>
<tr>
<td>Career and Management</td>
<td>Article relating to career development or managing a practice or people or small business for practitioners.</td>
<td>N</td>
</tr>
<tr>
<td>Case Study</td>
<td>Detailed report or presentation of the symptoms, signs, diagnosis, treatment, and follow-up of an individual patient or selected disease indications. Usually describes an unusual or novel occurrence or has substantial learning value for readers.</td>
<td>Y</td>
</tr>
<tr>
<td>Classification</td>
<td>Classification articles include Rating Scales and other non-eligible article types which do not participate in Author Services.</td>
<td>N</td>
</tr>
<tr>
<td>Commentary</td>
<td>Expert opinion from one or more people (who may agree or disagree) on a published work, current understanding/status of an area, or how practice should be undertaken. Generally with references.</td>
<td>Y</td>
</tr>
<tr>
<td>Correction</td>
<td>To correct an error or omission in an article, where no ethical concerns have been detected or reported, and the conclusions of the study remain intact</td>
<td>N</td>
</tr>
<tr>
<td>Correspondence</td>
<td>A letter, or response to a letter, sent to the journal to raise a point of interest, discuss a difference of opinion or encourage participation</td>
<td>N</td>
</tr>
<tr>
<td>Data Article</td>
<td>Detailed description of a dataset and its creation, with the data included in machine-readable format, that enables others to make use of the data. No research done with the data is included.</td>
<td>Y</td>
</tr>
<tr>
<td>Editorial</td>
<td>To convey an opinion, or overview of an issue, by the Editor or someone invited by the editor.</td>
<td>N</td>
</tr>
<tr>
<td>Education</td>
<td>Educational piece that explains a subject, method or current thinking to enable others to understand and/or use it. Does not present new research/findings. May also elicit reflection or test knowledge or thinking, and be linked to professional certification</td>
<td>Y</td>
</tr>
<tr>
<td>Events</td>
<td>A curated list of relevant upcoming events in the field of interest of the journal and its readers</td>
<td>N</td>
</tr>
<tr>
<td>Index</td>
<td>A list of the contents of an issue, volume, future issue plans</td>
<td>N</td>
</tr>
<tr>
<td>Category</td>
<td>Description</td>
<td>Y/N</td>
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<tr>
<td>---------------------------</td>
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</tr>
<tr>
<td>Introduction</td>
<td>A introduction to an issue, which may introduce the theme, or highlight selected articles, or preview the full contents of the issue</td>
<td>N</td>
</tr>
<tr>
<td>Lecture</td>
<td>Transcript or summary of a speech given at a conference, symposium, workshop or similar, usually an invited speech, given by a recognised expert, an award winner, or elected society officer.</td>
<td>Y</td>
</tr>
<tr>
<td>Media Review</td>
<td>Short review on the usefulness/quality of one or more books or other media, to aid readers in decision-making</td>
<td>N</td>
</tr>
<tr>
<td>Meeting Report</td>
<td>Summary of developments presented at a meeting, relying largely on the works presented at the meeting, rather than being fully referenced accounts of a field.</td>
<td>N</td>
</tr>
<tr>
<td>Method and Protocol</td>
<td>Procedural method in the design and implementation of an experiment or study</td>
<td>Y</td>
</tr>
<tr>
<td>News</td>
<td>External factual information to keep readers up to date with events</td>
<td>N</td>
</tr>
<tr>
<td>Obituary</td>
<td>Celebration of the life of a deceased researcher of significance, by giving an account of the work and influence of that individual.</td>
<td>N</td>
</tr>
<tr>
<td>Opinion</td>
<td>An opinionated, subjective piece by one or more experts, (who may agree or disagree) on a topic or publication.</td>
<td>N</td>
</tr>
<tr>
<td>Perspective</td>
<td>Personal opinion on a topic, often with a novel/imaginative approach to a provocative question, with an engaging though rigorous investigation that enhances the understanding of the subject, including new developments, and moderate referencing</td>
<td>Y</td>
</tr>
<tr>
<td>Practice and Policy</td>
<td>Public statement of what a representative group of experts agree to be evidence-based and state-of-the-art knowledge on an aspect of practice/policy.</td>
<td>Y</td>
</tr>
<tr>
<td>Profile</td>
<td>Life story of a person significant to the field.</td>
<td>N</td>
</tr>
<tr>
<td>Rapid Publication</td>
<td>Report of a key new research finding that needs/merits fast dissemination, and so is expedited.</td>
<td>Y</td>
</tr>
<tr>
<td>Research Article</td>
<td>Reports of original research, with methods, findings and conclusions.</td>
<td>Y</td>
</tr>
<tr>
<td>Retraction or Concern</td>
<td>Flags or warnings to readers in escalating levels, from Notifications (to acknowledge an issue but to indicate no further action), through Expressions of Concern (to indicate problems cannot be resolved and that caution may be needed), to Retractions.</td>
<td>N</td>
</tr>
<tr>
<td>Review Article</td>
<td>Overview of developments in fields or the current lines of thought. Synthesizes multiple sources of information and has long list of references. Emphasis is more factual and less on opinion.</td>
<td>Y</td>
</tr>
<tr>
<td>Short Communication</td>
<td>Brief observations and research reports in a concise format.</td>
<td>Y</td>
</tr>
<tr>
<td>Technical Note</td>
<td>Extensions or updates to previously published research, reporting additional controls; projects that did not yield publishable results but represent valuable information regarding protocol and data collection; additions to established tools, experimental or computational methods; description of a database; null results and orphan data; data management plans; description of a specific development, technique or procedure, or a modification of an existing technique, procedure or device; new algorithm or computational method, new experimental method, improved version of an experimental protocol or computational approach, new implementation of an existing algorithm...</td>
<td>Y</td>
</tr>
</tbody>
</table>
AS WITNESS the hands of the parties the day and year below first written

FOR WILEY:

Signature:
Date:
Name (in block capitals): JAY FLYNN
Position / Title: Executive Vice President and GM, Research

FOR THE CUSTOMER: CANADIAN RESEARCH KNOWLEDGE NETWORK

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