



Canadian Research  
Knowledge Network

Réseau canadien  
de documentation  
pour la recherche

January 13, 2023

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

BETWEEN

1 **John Wiley & Sons, Inc.**, a New York corporation, and its affiliates Wiley Periodicals LLC, John Wiley & Sons, Ltd, John Wiley & Sons Australia, Ltd, Wiley-VCH GmbH, John Wiley & Sons A/S (collectively "Wiley")

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:

**1. DEFINITIONS**

In this Agreement, the following terms shall have the following meanings:

**Accessible Formats**

Content in a format that is perceivable and operable by persons with visual, perceptual, physical, or other print disabilities, and is usable with assistive devices.

**Article Processing Charge**

Wiley's charge means the charge levied by Wiley on the acceptance of an Eligible Article for publication on an open access basis, the amount of which is related to the services provided in the publication of articles.

**Authorized Users**

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.

Authorized Users also include individual members of the public (walk-in users) while they are physically on the premises of a Member. For the avoidance of doubt, walk-in use is intended for individual users, not as a substitution for a license by another institution.

**Bibliographic Reference Management Systems**

Bibliographic Reference Management Systems, also referred to as reference management, citation management, or personal bibliographic management software, are tools used by scholars and authors for storing, organizing, and sharing bibliographic citations or references, and for formatting bibliographies useful for authors' articles.

#### Click-Through License

Terms and conditions relating to Licensed Electronic Products and Services that Wiley requires Authorized Users to accept by clicking a button or hyperlink in order to gain access on the Platform.

#### Commercial Use

Use of the Licensed Electronic Products and Services for the purposes of monetary reward by means of sale, resale, loan, transfer, hire, or other form of commerce. For the avoidance of doubt, neither recovery of direct costs exclusive of the Annual Access & Hybrid Publishing Fee by any Member from Authorized Users, nor use by the Customer or Authorized Users of the Licensed Electronic Products and Services in the course of research, nor the payment of a fee by a person in order to be registered with the Member, is deemed to constitute Commercial Use.

#### Consortium

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.

#### Course Packs

A collection or compilation, in print or electronic form, of scholarly materials (e.g. book chapters, journal articles) assembled by a Member for use by students in a class for the purpose of instruction.

#### Dashboard

The automated system (e.g., Oable, WOAD, Dashboard, or any successor thereto) designated by Wiley, including all products, services and features offered via the Dashboard, that enable the Customer to manage its WOAA.

#### Digital Rights Management Technology

Access control technologies that are used to limit the use of digital content and devices in online or offline environments.

#### Digital Watermarking Technology

The process of embedding information into a digital document, which may be used to verify its authenticity or the identity of its owners.

#### Discovery Services

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

#### Electronic Learning Environments

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.

#### Electronic Reserve

Electronic copies of Licensed Electronic Products and Services (e.g. book chapters, journal articles) made and stored on a Member's Secure Network for use by its students in connection with specific courses of instruction offered by a Member.

#### Eligible Article

An original article submitted and accepted for publication in a Hybrid Open Access journal, subject to payment or waiver of an Article Processing Charge.

- 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).

- b. authored by Eligible Authors; and
- c. accepted, and not yet published, from the date on which Customer's Dashboard is activated ("Publishing Right Start Date") up to **December 31, 2024**, for open access publication in a journal that is a Hybrid Journal (i.e., a Hybrid Journal as of the date of acceptance of the article) (the "Publishing Right Period").

#### Eligible Corresponding Author

Teaching and research staff employed by or otherwise accredited to the Member as well as students enrolled or accredited to the Member who are also the corresponding author of an article published in a Hybrid Open Access Publishing Title

- a. who are affiliated with a Member Institution, i.e., students enrolled at or accredited to a Member Institution or who are teaching and research staff employed by the Member Institution;
- b. who are designated as the responsible corresponding author within Wiley's submission system and Author Services platform. For the avoidance of doubt, in the case of multiple corresponding authors being identified on the version of record, it is the author designated as the responsible corresponding author who is the Eligible Author (and such responsible corresponding author is not required to appear as the first author);
- c. for whom the Customer has confirmed the author's affiliation pursuant to Section 3; and
- d. who have signed one of the then-current open access publishing agreements used by Wiley to publish an article under an open access license in one of the Hybrid Journals.

#### Hybrid Open Access Publishing Titles

Subscription journals published by Wiley that offer authors the option to publish papers on an open access basis, as listed in Schedule 1 – Licensed Electronic Products and Services and Access Method ("Schedule 1").

#### Institutional Account List

The list of institutional account holders Wiley publishes on <https://authorservices.wiley.com/author-resources/Journal-Authors/open-access/affiliation-policies-payments/institutional-funder-payments.html>.

#### Intellectual Property Rights

Means, without limitation, patents, trademarks, trade names, design rights, copyright (including rights in computer software), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, which may subsist anywhere in the world. The contents of the Licensed Electronic Products are solely for the personal, non-commercial use of the Authorized Users.

#### Knowledge Base

A centralized database of all publishers' and aggregators' up-to-date and detailed bibliographic and content information about their electronic collections which Members use to manage, track, and deliver access to the e-resources to which they subscribe.

#### Licensed Electronic Products and Services

The materials as described in Schedule 1 as may be amended from time to time by agreement between the parties. The materials may include but are not limited to journal articles, databases, e-books, author-supplied accompanying and supplementary data, graphical representations, surveys, audio-visual content, and in-press and pre-publication versions.

#### Member

Each member of the Consortium participating in the Agreement, as listed in Schedule 3.

#### Open Access License

A Creative Commons license is used for the publishing of an Eligible Article in a Hybrid Open Access Publishing Title. Eligible Authors will be able to select from the following Creative Commons licenses, as applicable for the particular

journal: Attribution 4.0 International (CC-BY 4.0), Attribution Non-Commercial 4.0 International (CC-BY-NC 4.0), or the Creative Commons license Attribution Non-Commercial Non-Derivative 4.0 International (CC-BY-NC-ND 4.0) for the publishing of their articles. The publication workflow will, whenever possible, direct Eligible Authors to CC-BY as the first option if permitted by the applicable journal and its policies.

#### Open Access Repository Services

Online services designed to preserve and provide open access to journal article reprints or preprints, audio, video and other media, and/or digital data. Repositories may be maintained by, but not limited to, an author's employing institution, an academic consortium, a discipline-based entity, or a governmental funding agency.

#### Perpetual Access

Continued access, archiving and use of Licensed Electronic Products and Services that survives any termination of the Agreement and ensures continued access consistent with the then current standards in the publishing industry.

#### Platform

The combined hardware and software used by Wiley to provide online access to the Licensed Electronic Products and Services.

#### Scholarly and Educational Use

Use of the Licensed Electronic Products and Services for the purpose of academic research, scholarship, education and other related non-commercial purposes, including for the purpose of illustration, explanation, example, comment, criticism, teaching, research, and analysis.

#### Secure Network

A computer network that incorporates reasonable security measures to only allow access to Wiley Online Library to Authorized Users by secure authentication and valid parameters, consistent with current industry standards and set forth in Schedule 4. In addition to the methods set forth in Schedule 3, Wiley will enable federated authentication through Shibboleth Federation and OpenAthens using Member's access federation and entity ID if such information is available to Wiley.

#### Text and Data Mining

A machine process by which information may be derived from the Licensed Electronic Products and Services by identifying patterns and trends within natural language through methods such as text categorization, statistical pattern recognition, concept or sentiment extraction, and the association of natural language with indexing terms.

#### Usage Data

Data collected by Wiley of the activities or uses on the Platform on the number of chapters, articles or other single items downloaded, printed or viewed from the Licensed Electronic Products and Services.

#### Wiley Online Library

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

#### WOAA

means the Wiley Open Access Account(s) (or any successor thereto) designated by Wiley and held by the Customer for the purposes of administering open access workflows in Wiley's journals.

## **2. GRANT OF ACCESS RIGHTS**

### **2.1 GENERAL**

Wiley hereby grants to the Customer and the Members the non-exclusive, worldwide, and non-transferable right to permit Authorized Users to access the Licensed Electronic Products and Services via a Secure Network using the access methods specified in Schedule 1 for the purposes of research, teaching, private study, education, distance learning, internal administrative use, and other Scholarly and Educational Uses but in no case for re-sale, systematic distribution or automated delivery, subject to the terms and conditions of this Agreement. Nothing in this Agreement shall prevent Authorized Users and Members from carrying out acts that are permitted under the Copyright Act of Canada.

### **2.2 PERPETUAL ACCESS RIGHTS**

Wiley hereby grants to the Customer and the Members a non-exclusive, royalty-free, perpetual license for Members and their Authorized Users to use, after the termination of this Agreement, the Licensed Electronic Products and Services for which Perpetual Access rights are granted, as specified in Schedule 1. Such use shall be in accordance with the provisions of this Agreement relating to the use of Licensed Electronic Products and Services, including restrictions on use and related liabilities, which provisions shall survive any termination of this Agreement. The means by which the Members shall have access to such Licensed Electronic Products and Services shall be in a manner and form as specified in clause 10.5 [Termination].

## **3. PERMITTED USES**

### **3.1 ACCESS AND USE**

Members and Authorized Users may access and use the Licensed Electronic Products and Services via Secure Networks in order to search, retrieve, download, display, print, save, and view the Licensed Electronic Products and Services for the Members and Authorized User's own personal use, namely scholarly, educational or scientific research or internal business use.

### **3.2 PERSISTENT LINKS**

Members may create persistent links to Licensed Electronic Products and Services from their Online Public Access Catalog (OPAC) records, library catalogs, link resolvers, locally hosted databases or library web pages, for access by Authorized Users from within Secure Networks, and as long as such links do not result in access to licensed content by anyone other than Authorized Users, and are not used in connection with any paid or commercial service or for any other commercial use whatsoever. Authorized Users may search, view, and browse Licensed Electronic Products using the interface provided by Wiley. Automated searching, robotic searching and decompilation are strictly prohibited.

### **3.3 INTERLIBRARY LOAN**

Member's library staff may supply to another library, upon request by that library, either a single paper copy or an electronic copy of an individual document from the Licensed Electronic Products, for the purpose of research or private study. The electronic copy must be in PDF format, supplied by secure electronic transmission and must be deleted by the recipient library immediately after delivery to the user.

### **3.4 SCHOLARLY SHARING**

Authorized Users may provide, by paper or electronic means, a single copy of an individual document being part of the Licensed Electronic Products and Services to a colleague who is not an Authorized User for personal use, namely scholarly, educational, or scientific research or professional use but in no case for re-sale, systematic distribution, e.g., posting on a listserv, network (including distribution through social networking websites and scholarly collaboration networks) except as provided in this Agreement.

### **3.5 ACADEMIC RESEARCH AND TEACHING**

Members and Authorized Users who are members of the Members' alumni, faculty or staff may:

- a. incorporate parts of the Licensed Electronic Products and Services in printed or electronic form in assignments, portfolios, theses, dissertations, teaching, conference presentations, and lectures, with appropriate credit;
- b. make full use, with appropriate credit, of the Licensed Electronic Products and Services in research and publications for personal, scholarly, educational; and
- c. store a single copy of an individual document being part of the Licensed Electronic Products and Services, including within secure personal Bibliographic Reference Management Systems, so long as reasonable access control methods are employed such as username and password. For the avoidance of doubt, none of these activities may be undertaken for Commercial Use.

Walk-in Users from the general public or business invitees may also be permitted by the Member to access Wiley Online Library or the Electronic Products from designated terminals with a Member-controlled authentication method and valid parameters. These designated terminals must be physically located in libraries or similar physical premises directly controlled by the Member.

### 3.6 ACCESSIBILITY

Members may alter or modify the Licensed Electronic Products and Services as necessary to provide an equivalent level of access to Authorized Users with disabilities if the Licensed Electronic Products and Services are not already provided in Accessible Formats.

### 3.7 COURSE PACKS, ELECTRONIC RESERVE, & ELECTRONIC LEARNING ENVIRONMENTS

Members and Authorized Users, subject to section 4 [Prohibited Uses], may incorporate parts of the Licensed Electronic Products and Services in printed and electronic Course Packs and Electronic Reserve collections for the use of Authorized Users in the course of instruction at a Member, and/or in Electronic Learning Environments hosted on a Secure Network, but not for Commercial Use. Each such item shall carry appropriate acknowledgement of the source. Course Packs in alternate formats may also be offered to Authorized Users that require Accessible Formats.

### 3.8 CLASSROOM HANDOUTS

Members and Authorized Users may distribute single copies of individual articles or items of the Licensed Electronic Products and Services in print or electronic form to Authorized Users. For the avoidance of doubt, classroom handouts shall include the distribution of a copy for teaching purposes to all individual student Authorized Users in a class at a Member.

### 3.9 TEXT AND DATA MINING

Authorized Users who wish to text and data mine the Licensed Electronic Products for non-commercial purposes may do so using the Wiley TDM API. Authorized Users will need to accept Wiley's Text and Data Mining Agreement to receive an API token. See here for further details: <https://www.onlinelibrary.wiley.com/library-info/resources/text-and-datamining>.

### 3.10 TRAINING AND MARKETING MATERIALS

Members and Authorized Users may display, download or print the Licensed Electronic Products and Services for the purposes of internal marketing or testing for non-commercial use, and for training Authorized Users.

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Except as permitted in clause 3.9 [Text and Data Mining], Customer, Members, and Authorized Users shall not systematically make print or electronic copies of multiple extracts of the Licensed Electronic Products and Services, or use robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep-link, index, or disrupt the use of the Licensed Electronic Products and Services for any purpose.

### **4.3 PUBLIC REDISTRIBUTION**

Except as expressly permitted in section 3 [Permitted Uses], Customer, Members, and Authorized Users may not redistribute, reproduce or transmit to anyone other than Authorized Users the whole or any part of the Licensed Electronic Products and Services by any means including electronic (e.g. via email), nor post it on publicly-accessible web sites or networks.

### **4.4 COMMERCIAL USE**

Customer, Members, and Authorized Users may not use all or any part of the Licensed Electronic Products and Services for any Commercial Use without Wiley's explicit written permission.

### **4.5 MODIFYING WORKS**

Customer, Members, and Authorized Users may not abridge, modify, translate, or adapt the Licensed Electronic Products and Services, other than as expressly permitted in this Agreement.

## **5. WARRANTIES, INDEMNITIES AND LIMITATION OF LIABILITY**

### **5.1 WILEY REPRESENTATIONS**

Wiley warrants that: (a.) it has the right to license the rights granted under this Agreement to use the Licensed Electronic Products and Services; (b.) it has obtained any and all necessary permissions from third parties to license the Licensed Electronic Products and Services; (c.) to the best of Wiley's knowledge, use of the Licensed Electronic Products and Services by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright or any other intellectual property rights of any third party.

### **5.2 CUSTOMER REPRESENTATIONS**

Customer warrants that it has the authority to act as a representative in executing this Agreement on behalf of the participating Members as identified in Schedule 3.

### **5.3 LIMITATIONS ON WARRANTIES**

Except as expressly provided in this Agreement, Wiley makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Licensed Electronic Products and Services, and merchantability or fitness of use for a particular purpose. The Licensed Electronic Products and Services are supplied 'as is'.

Wiley makes no warranties respecting any harm that may be caused by the transmission of a computer virus or other such malicious computer program. Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits arising out of this Agreement, or the use of or the inability to use the Licensed Electronic Products and Services.

#### 5.4 INDEMNITIES

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries resulting from any judgment against the indemnified party, including reasonable legal fees, resulting from claims by third parties arising from any breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The indemnified party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement for any reason. In the case of Customer being the indemnified party, this indemnity shall not apply to any specific Licensed Electronic Products and Services if Customer or any of its Members has amended the Licensed Electronic Products and Services in any way not permitted by this Agreement and such amendment is material to the third-party claim. No limitation of liability set forth elsewhere in this Agreement is applicable to this indemnification.

#### 5.5 LIMITATIONS ON CLAIMS

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.

### 6. WILEY'S PERFORMANCE OBLIGATIONS

#### 6.1 AVAILABILITY OF LICENSED ELECTRONIC PRODUCTS AND SERVICES

Wiley shall, upon the subscription start date of the Agreement as specified in Schedule 1, make the Licensed Electronic Products and Services available to the Customer and the Members.

Wiley shall provide sufficient information to the Customer and Members to enable Authorized Users to access the Licensed Electronic Products and Services.

#### 6.2 COMPLETENESS OF CONTENT

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#### 6.3 ACCESSIBLE FORMATS

Wiley shall conform to the ISO Standard (ISO/IEC 40500:2012) and any subsequent updates based on the World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 and comply with applicable Canadian laws relating to accessibility to ensure that the Licensed Electronic Products and Services are accessible to all Authorized Users.

#### 6.4 SIMULTANEOUS ACCESS

Wiley shall make available the Licensed Electronic Products and Services simultaneously with, or previous to, the publication of any print version.

#### 6.5 TITLE LISTS

Wiley shall provide to the Customer before December 31 of each year within the subscription period, in KBART-compliant format as appropriate, an itemized title list that specifies the Licensed Electronic Products and Services accessible to the Members for the upcoming calendar year. In the event that there are optional portions contained within the Licensed Electronic Products and Services to which all Members do not subscribe, Wiley shall provide separate lists for each option. Wiley shall provide such title lists to third-party vendors of Knowledge Bases on an ongoing and timely basis.

#### 6.6 DISCOVERY SERVICES

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,



and full-text, to facilitate optimal discovery of the Licensed Electronic Products and Services for the benefit of Authorized Users.

#### 6.7 CAPACITY

Wiley shall endeavor to ensure that the Platform has adequate capacity and bandwidth to support the usage by the Customer and Authorized Users at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Agreement.

#### 6.8 INTEROPERABILITY

Wiley shall ensure that Licensed Electronic Products and Services will be accessible and interoperable with prevailing Web browsers including, at a minimum, the most recent two major releases (current release and one release prior) and all the associated subsets. Any upgrades or functional changes to the Platform will be implemented in a manner that ensures that, at a minimum, the most recent two major releases and all of the associated subsets of prevailing Web browsers at that time will continue to interoperate with the Platform and be able to access, retrieve and display the Licensed Electronic Products and Services.

#### 6.9 SERVICE INTERRUPTION

Wiley shall use reasonable efforts to make the Licensed Electronic Products and Services available to Customer and Members at all times and on a twenty-four-hour basis, save for routine maintenance (for which Wiley shall notify Customer in advance), and to restore access to the Licensed Electronic Products and Services as soon as possible in the event of an interruption or suspension of the service. Routine maintenance will be performed at a time designed to minimize inconvenience to Customer, Members and Authorized Users.

Wiley shall use reasonable efforts to ensure that total downtime will not exceed 2% per month. The 2% downtime includes periodic unavailability due to maintenance of the Platform, the installation or testing of software, the loading of additional Licensed Electronic Products and Services as they become available, and downtime related to the failure of equipment or services.

#### 6.10 TRAINING AND SUPPORT

Wiley shall offer installation support to the Customer and each of the Members, including assisting with the implementation of any Wiley software. Wiley will provide appropriate training to Customer and Member staff relating to the use of the Licensed Electronic Products and Services and any Wiley software. Wiley will offer reasonable levels of continuing support to assist Customer and Members in use of the Licensed Electronic Products and Services, including providing help files and other appropriate user documentation in connection with the use of and access to Licensed Electronic Products and Services. Wiley will, at a minimum, make its personnel available by email, telephone or via the Web, or in person during Wiley's regular business hours, Monday through Friday, for training and user access support.

#### 6.11 BRANDING

Wiley will provide to each Member the option to brand 's Platform with the name of the Member, in accordance with Wiley's brand guidelines with respect to the Platform.

#### 6.12 MODIFICATION OF LICENSED ELECTRONIC PRODUCTS AND SERVICES

Wiley shall give a sixty (60) day written notice to the Customer of any anticipated substantial and material modifications to Licensed Electronic Products and Services and Platform(s) that materially impair or may be reasonably expected to materially impair the access to which the Customer and Members are entitled under this Agreement, specifying the item or items to be modified.

##### 6.12.1 MIGRATION TO OTHER FORMATS

Customer understands that, from time to time, the Licensed Electronic Products and Services may migrate to, or be available in, other formats. If Wiley develops new delivery or download methods during the term of this Agreement, this service shall be made available to Members and Authorized Users at no additional charge.

Wiley will provide content in all available formats, including any newly-developed and available delivery formats, during the term of this Agreement, for no additional fee. Wiley will ensure the content and metadata provided complies with the then-current recognized international standards.

#### 6.12.2 WITHDRAWAL OF MATERIALS

Subject to clause 6.12.3 [Transfer of Ownership of Licensed Electronic Products and Services], Wiley reserves the right at any time to withdraw from the Licensed Electronic Products and Services any item or part of an item for which it no longer retains the right to publish and for which Wiley has been unable to meet the requirements of clause 5.1 [Wiley Representations], or any item or part of an item for which Wiley has reasonable grounds to suspect infringement of copyright or defamation or any other violation of right. If any Licensed Electronic Products and Services are permanently removed from Wiley's Platform, Wiley shall make a permanent note or mark indicating that such Licensed Electronic Products and Services were removed and providing sufficient explanation as to the reasons for its removal.

#### 6.12.3 TRANSFER OF OWNERSHIP OF LICENSED ELECTRONIC PRODUCTS AND SERVICES

If Wiley sells or otherwise transfers all or any part of the Licensed Electronic Products and Services, Wiley will take such steps as are necessary to ensure that Customer's and the Members' rights and access to such Licensed Electronic Products and Services under this Agreement, including any Perpetual Access rights, are maintained and continue uninterrupted by such sale or other transfer. Wiley will comply with the UKSG Transfer Code of Practice in connection with any sale or other transfer of Licensed Electronic Products and Services that constitute journals.

#### 6.12.4 ADDITION OF NEW MATERIALS

Wiley may offer additions to the Licensed Electronic Products and Services not otherwise identified in Schedule 1 during the term of the Agreement. Any fees arising from the addition of new materials, not otherwise identified in Schedule 1, shall be the subject of negotiation and Wiley and Customer must mutually agree and consent to an increase (if any) in the Annual Access & Hybrid Publishing Fee for subsequent years arising from the addition of new materials to the Licensed Electronic Products and Services.

#### 6.13 COLLECTION OF USAGE DATA

Wiley shall collect Usage Data according to the most recent release of the Project COUNTER Code of Practice and specify such reporting in Schedule 5. Such Usage Data shall be compiled in a manner consistent with applicable privacy and data protection laws, and as may be agreed between the parties from time to time, and, with the exception of any legal violations of the Terms of Use, the anonymity of individual users accessing the Licensed Electronic Products pursuant to this Agreement and the confidentiality of their searches shall be fully protected. In the case that Wiley assigns its rights to another party under clause 11.3 [Assignment and Transfer], the Customer may at its discretion require the assignee either to keep such usage information confidential or to destroy it.

#### 6.14 DISCLOSURE AND SHARING OF USAGE DATA

Wiley shall disclose to the Customer and each Member such Usage Data relating to the Customer or Member as requested, provided that the disclosure of such data fully protects the anonymity of individual users and the confidentiality of their searches, and is not contrary to applicable privacy laws.

Customer and Members are permitted to share Usage Data.

Wiley shall not disclose or sell to other parties Usage Data about the Customer, Members, or Authorized Users without the Customer's and the Members' permission.

#### 6.15 PRIVACY RIGHTS

Wiley recognizes the importance of protecting the information it collects in the operation of Wiley Online Library and will act in compliance with its Privacy Policy. Wiley will not, without the prior written consent of the Member and Authorized Users, or as otherwise permitted by the applicable privacy legislation – such as the Freedom of Information and Protection of Privacy Act – transfer any personal information of any Authorized Users accessing the

Licensed Products, who do not have a separate individual account with Wiley, to any third party or use it for any purpose other than as described in this Agreement.

#### 6.16 OPEN ACCESS OPTION

In the event that Wiley offers an open access option to authors, Wiley agrees to annually review the number of open access articles published in the Licensed Electronic Products and Services under the open access option. For all Licensed Electronic Products and Services in which such articles are published, Wiley will share with the Customer, on an annual basis, the number and citations of articles published under the open access option by authors affiliated with the Members, listed by journal title.

#### 6.17 CLICK-THROUGH LICENSE

In the event of any conflict between the terms of Click-Through Licenses and this Agreement, the terms of this Agreement shall prevail and, without limiting the foregoing, Wiley shall not enforce any provisions of the Click-Through Licenses that conflict with this Agreement.

#### 6.18 DIGITAL RIGHTS MANAGEMENT TECHNOLOGY

In the event that Wiley utilizes any type of Digital Rights Management Technology to control the access or the usage of Licensed Electronic Products and Services, Wiley agrees to notify Customer of any technical specifications. In no event may such Digital Rights Management Technology be used in such a way as to limit the usage rights of a Customer or any Authorized User as specified in this Agreement or under applicable law. Any Digital Rights Management Technology shall be applied in compliance with this Agreement and applicable privacy and data protection laws.

#### 6.19 DIGITAL WATERMARKING TECHNOLOGY

If Wiley utilizes any type of Digital Watermarking Technology for any element of the Licensed Electronic Products and Services, any Digital Watermarking Technology shall be applied in a manner consistent with applicable privacy and data protection laws or as may be agreed between the parties from time to time. If watermarks or other notices are used, Wiley agrees to notify Customer of any technical specifications.

#### 6.20 MARC RECORDS

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#### 6.21 PRESERVATION OF LICENSED ELECTRONIC PRODUCTS AND SERVICES

At the end of every calendar year, Wiley will make available a digital archive of the Licensed Electronic Products and Services and associated metadata on its servers, and with at least one of the following third-party archiving services: Portico, CLOCKSS, LOCKSS, Scholars Portal, or another mutually agreed-upon archiving service, and inform the Customer on which of the archiving services the archive may be found. The archive will be maintained in perpetuity, with its format converted from time to time as appropriate if the technology used for storage or access changes. If Wiley is unable to continue to provide Perpetual Access from its servers, the Customer and Members are entitled to access the archive from the third-party archiving service to fulfill Clauses 2.2 [Perpetual Access Rights], 10.5.3 [Continued Access to Licensed Electronic Products and Services], and 10.5.4 [Dark Archive] until Perpetual Access on Wiley's servers resumes.

#### 6.22 PERSISTENT LINKS

Wiley will provide a method for Members to create persistent links to Licensed Electronic Products and Services to ensure that Authorized Users can discover the Licensed Electronic Products and Services, and will assist Members in creating such links effectively. Whenever feasible, Wiley will use the OpenURL standard (ANSI/NISO Z39.88) for such links.

#### 6.23 RIGHT TO DEPOSIT

The Customer and Members are permitted to host self-archived articles authored by its Authorized Users in the Member's institutional repository, subject to the following provisions:

- a. Authorized Users who are authors or co-authors of articles in journals published by Wiley during the Term of the Agreement may deposit the peer-reviewed and accepted version of their articles in the Member's institutional repository for public access twelve (12) months after the beginning of the month of first publication, whether as an EarlyView article or in an online issue of a journal published by the Member. The self-archiving right will commence on January 1, 2023 and will apply to articles published from January 1, 2022 and throughout the term and any renewals, subject to the twelve month embargo period.
- b. The deposited version must link to the final article on the Server, must indicate that the deposited version is the peer-reviewed version, and must include a citation to the final published version – for example. By including the following notice: "This is the peer-reviewed version of the following article: FULL CITE, which has been published in final form at [link to final article]".
- c. The Customer and the Members may not redistribute such self-archived articles except as permitted in this paragraph, whether for commercial or non-commercial purposes. This provision does not give the Consortium, the Members or any Authorized User the right to incorporate into any institutional or other repository Wiley's final published version from the Licensed Electronic Products (as distinct from the version of the article accepted for publication including the revisions from the peer review process).

For clarity, nothing in this paragraph eliminates or limits any other rights that the Customer, the Members or any Authorized Users may have to deposit, host, or make available articles published in Wiley's journals.

## **7. CUSTOMER'S AND MEMBER'S OBLIGATIONS**

### **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.

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

## SCHEDULE 1 - LICENSED ELECTRONIC PRODUCTS AND SERVICES AND ACCESS METHOD

A schedule dated January 13, 2023 to the Agreement dated January 13, 2023 between JOHN WILEY & SONS, INC., a New York corporation, and its affiliates Wiley Periodicals LLC, John Wiley & Sons, Ltd, John Wiley & Sons Australia, Ltd, Wiley-VCH GmbH, John Wiley & Sons A/S (collectively "Wiley") and CANADIAN RESEARCH KNOWLEDGE NETWORK.

### 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. The complete list of titles included in the Database is available at [https://onlinelibrary.wiley.com/pb-assets/\\_PriceLists/Database\\_Model\\_Journal\\_List.pdf](https://onlinelibrary.wiley.com/pb-assets/_PriceLists/Database_Model_Journal_List.pdf).
  - 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](mailto: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

A schedule dated January 13, 2023 to the Agreement dated January 13, 2023 between JOHN WILEY & SONS, INC., a New York corporation, and its affiliates Wiley Periodicals LLC, John Wiley & Sons, Ltd, John Wiley & Sons Australia, Ltd, Wiley-VCH GmbH, John Wiley & Sons A/S (collectively "Wiley") and CANADIAN RESEARCH KNOWLEDGE NETWORK.

All fees in US dollars and exclusive of taxes.

**Publishing Right Start Date:** January 1, 2023

### Access and Publishing Right Table

	<b>Contract Year One</b>	<b>Contract Year Two</b>
Applicable Time Period	January 1, 2023 to December 31, 2023	January 1, 2024 to December 31, 2024
Total Annual Access & Hybrid Publishing Fee	USD 16,038,286.90	USD 16,038,286.90

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

A schedule dated January 13, 2023 to the Agreement dated January 13, 2023 between JOHN WILEY & SONS, INC., a New York corporation, and its affiliates Wiley Periodicals LLC, John Wiley & Sons, Ltd, John Wiley & Sons Australia, Ltd, Wiley-VCH GmbH, John Wiley & Sons A/S (collectively "Wiley") and CANADIAN RESEARCH KNOWLEDGE NETWORK.

#### 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

**SCHEDULE 4 - IP ADDRESSES OF THE MEMBERS PARTICIPATING IN THE AGREEMENT**

A schedule dated January 3, 2023 to the Agreement dated January 13, 2023 between JOHN WILEY & SONS, INC., a New York corporation, and its affiliates Wiley Periodicals LLC, John Wiley & Sons, Ltd, John Wiley & Sons Australia, Ltd, Wiley-VCH GmbH, John Wiley & Sons A/S (collectively "Wiley") and CANADIAN RESEARCH KNOWLEDGE NETWORK.

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

## SCHEDULE 5 - USAGE DATA AND REPORTING REQUIREMENTS

A schedule that expands on clause 6.13 [Collection of Usage Data] dated January 13 to the Agreement dated January 13, 2023 between JOHN WILEY & SONS, INC., a New York corporation, and its affiliates Wiley Periodicals LLC, John Wiley & Sons, Ltd, John Wiley & Sons Australia, Ltd, Wiley-VCH GmbH, John Wiley & Sons A/S (collectively "Wiley") and CANADIAN RESEARCH KNOWLEDGE NETWORK.

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

## SCHEDULE 6 - PUBLICATION RIGHT WORKFLOWS AND SERVICES

A schedule dated January 13, 2023 to the Agreement dated January 13, 2023 between JOHN WILEY & SONS, INC., a New York corporation, and its affiliates Wiley Periodicals LLC, John Wiley & Sons, Ltd, John Wiley & Sons Australia, Ltd, Wiley-VCH GmbH, John Wiley & Sons A/S (collectively "Wiley") and CANADIAN RESEARCH KNOWLEDGE NETWORK.

### 1 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.

### 2 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.

### 3 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;

### 4 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.

- a. Wiley will identify potentially eligible authors through at least one of the following parameters: their organization name; their e-mail domain; or persistent identifier, such as Ringgold or another recognized institutional identifier, and then request verification from the Customer that the author is an Eligible Author.
- b. During the submission of the article, the submitting author is responsible for correctly identifying the institutional affiliation of all authors, to identify the corresponding author and CRKN suggests that authors provide institutional email addresses. When entering an institutional affiliation, Wiley provides the author with suggested matches during this process. The author is responsible for selecting the appropriate match.
- c. It is the sole responsibility of the Customer to verify, within their Dashboard, that the author qualifies as an Eligible Author (as defined herein). Customer will approve or deny requests for verification from Wiley within 10 days. If a Customer requires more time, it must notify Wiley and Wiley will provide a reasonable extension.
- d. If the Eligible Corresponding Author was not identified as eligible due to Wiley's failure and then Wiley publishes the article under a traditional subscription-only format, Wiley shall be responsible to convert the article promptly so that it is published open access.

## 6 MEMBER RESPONSIBILITIES

- a. Members shall inform their researchers and authors about Wiley's open access publishing process.
- b. The Member is responsible for providing and updating the list of applicable email domains for Wiley to use in matching.

## 7 OPEN ACCESS REPORTING

- a. a. Wiley to provide the following information as a minimum for all open access publication output reports:
  - i. name of the Eligible Corresponding Author
  - ii. name of the Member
  - iii. Funder, if provided by author
  - iv. date of acceptance of accepted article
  - v. date of publication (once published)
  - vi. journal title
  - vii. ISSN/E-ISSN
  - viii. accepted article title
  - ix. article type
  - x. DOI
  - xi. if the Eligible Corresponding Author has accepted open access publishing or not
  - xii. open access licence

## 8 PROVISION OF INFORMATION: SUBSCRIBING MEMBERS AND OPEN ACCESS SCHEMES

- a. Wiley shall provide reasonably sufficient information to enable Eligible Corresponding Authors to benefit from its open access schemes as described in this Schedule 6.

9 ADDITIONAL INFORMATION

- b. For each Eligible Article published under this Agreement, Wiley shall include the applicable Creative Commons license per the Open Access License definition in Section 1. This shall include the information on the Creative Commons licensing terms that apply to the Eligible Article published under this Agreement, and making such article, together with the applicable Creative Commons licence, available on the open web without any requirement for authentication in order to obtain access or to download the Article. Each Eligible Article published under this Agreement shall include any disclaimer or other statements required by Wiley in compliance with its policies for release on the open web. Wiley shall make any such policies readily and openly accessible on its website, or by other reasonable means to draw them to the attention of authors submitting any Eligible Articles.

**Illustrative List of Article Classifications Eligible for Open Access Publishing**

<b>Article Classification</b>	<b>Description</b>	<b>Eligibility for OA Publishing in Hybrid Journal</b>
<b>Abstract</b>	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.	N
<b>Announcement</b>	Sharing factual information or acknowledgements from the journal or its owners that is not dissemination of knowledge, research, or opinion.	N
<b>Career and Management</b>	Article relating to career development or managing a practice or people or small business for practitioners.	N
<b>Case Study</b>	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.	Y
<b>Classification</b>	Classification articles include Rating Scales and other non-eligible article types which do not participate in Author Services.	N
<b>Commentary</b>	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.	Y
<b>Correction</b>	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	N
<b>Correspondence</b>	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	N
<b>Data Article</b>	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.	Y
<b>Editorial</b>	To convey an opinion, or overview of an issue, by the Editor or someone invited by the editor	N
<b>Education</b>	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	Y
<b>Events</b>	A curated list of relevant upcoming events in the field of interest of the journal and its readers	N
<b>Index</b>	A list of the contents of an issue, volume, future issue plans	N

<b>Introduction</b>	A introduction to an issue, which may introduce the theme, or highlight selected articles, or preview the full contents of the issue	N
<b>Lecture</b>	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.	Y
<b>Media Review</b>	Short review on the usefulness/quality of one or more books or other media, to aid readers in decision-making	N
<b>Meeting Report</b>	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.	N
<b>Method and Protocol</b>	Procedural method in the design and implementation of an experiment or study	Y
<b>News</b>	External factual information to keep readers up to date with events	N
<b>Obituary</b>	Celebration of the life of a deceased researcher of significance, by giving an account of the work and influence of that individual.	N
<b>Opinion</b>	An opinionated, subjective piece by one or more experts, (who may agree or disagree) on a topic or publication.	N
<b>Perspective</b>	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	Y
<b>Practice and Policy</b>	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.	Y
<b>Profile</b>	Life story of a person significant to the field.	N
<b>Rapid Publication</b>	Report of a key new research finding that needs/merits fast dissemination, and so is expedited.	Y
<b>Research Article</b>	Reports of original research, with methods, findings and conclusions.	Y
<b>Retraction or Concern</b>	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.	N
<b>Review Article</b>	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.	Y
<b>Short Communication</b>	Brief observations and research reports in a concise format.	Y
<b>Technical Note</b>	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...	Y



**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