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January 4, 2023

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10. TERM, RENEWAL, AND TERMINATION

10.1 AGREEMENT TERM

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

10.2 EARLY TERMINATION

10.2.1 EARLY TERMINATION FOR PAYMENT DEFAULT

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

10.2.2 EARLY TERMINATION FOR BREACH

Either Licensor or Licensee may terminate this Agreement by notice to the other party if such other party commits a material or persistent breach of any term of this License Agreement and fails to remedy the breach within sixty (60) days of notice by the non-breaching party.

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

10.2.3 EARLY TERMINATION FOR LICENSOR INSOLVENCY

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

10.2.4 EARLY TERMINATION FOR FINANCIAL EXIGENCY

The Licensee may terminate this License Agreement if public funding of the Licensee or funding of the Licensee by the Members is materially reduced and the Licensee thereby becomes unable to pay future amounts payable pursuant to this License Agreement. The Licensee will give the Licensor notice of such termination and this License Agreement shall terminate effective sixty (60) days after the giving of such notice if the Licensee has failed to pay the Fee for the calendar year in which such notice was given, or if the Licensee has paid the Fee for the calendar year in which such notice was given, January 1 of the following year.

10.2.5 EARLY TERMINATION REFUND

Upon termination of this License Agreement by Licensee under Section 10.2.2 [Early Termination for Breach] or Section 10.2.3 [Early Termination for Licensor Insolvency], the Licensor shall forthwith refund the proportion of the Fee that represents the paid but unexpired part of the term of this License Agreement.

10.2.6 EARLY TERMINATION BY A MEMBER

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

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

10.3 RENEWAL OF TERM

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

10.4 EXTENSION OF TERM

This License Agreement may be extended for a limited period of time at the end of the current term if agreed in writing by both parties prior to the termination of this License Agreement, or due to cause as outlined in section 6.8 [Service Interruption].

10.5 TERMINATION

10.5.1 NOTIFICATION OF TERMINATION

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

10.5.2 TERMINATION RIGHTS

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

10.5.3 CONTINUED ACCESS TO LICENSED MATERIALS

Upon termination of this License Agreement, Licensor will provide continued access to the Licensed Materials for which Perpetual Access was granted in this License Agreement. The means by which Authorized Users shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided during the term of this License Agreement, with provisions for ensuring forward compatibility with new technologies.

Licensor shall:

- a.) provide continuing online access to archival copies of the Licensed Materials on the Licensor's Platform without supplementary fees to the Licensee or Members;
- b.) provide to the Licensee, Member, or third-party archiving service, upon request and within 90 days, one copy of the entire set of Licensed Materials and associated metadata to be maintained as an archival copy for the purpose of delivering continuing online access to Authorized Users.

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

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

11. GENERAL

11.1 ENTIRE LICENSE AGREEMENT

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

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

11.2 ALTERATIONS

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

11.3 ASSIGNMENT AND TRANSFER

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

11.4 EXECUTION

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

11.5 FORCE MAJEURE

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

11.6 SEVERABILITY

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

11.7 WAIVER OF CONTRACTUAL RIGHT

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

11.8 NOTICES

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

11.9 DISPUTE RESOLUTION

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

11.10 GOVERNING LAW

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

11.11 VENUE

The Licensor agrees that any action or proceeding instituted by it relating to this License Agreement or its dealings with the Licensee or a Member pursuant to this License Agreement shall be brought in a court of competent jurisdiction in the Province of Ontario, Canada, and for that purpose the Licensor now irrevocably and unconditionally attorns and submits to the jurisdiction of such court. The Licensor further agrees that Licensee may, at its sole discretion, bring any action or proceeding relating to this License Agreement in a court of competent jurisdiction in the Province of Ontario, Canada or in any jurisdiction in which the Licensor is incorporated, registered or resident. In any

such event, the Licensor agrees that it will irrevocably waive any right to, and will not, oppose any such action or proceeding on any jurisdictional basis, including forum non conveniens.

12. RIGHTS TO PUBLISH OPEN ACCESS MATERIAL

12.1 OPEN ACCESS PUBLISHING

Licensor agrees to permit Eligible Corresponding Authors to publish Eligible Articles as Open Access Material in the Hybrid Open Access Publishing Titles and Gold Open Access Publishing Titles on the basis of the terms of this License Agreement, as well as access to the Licensed Materials as set forth herein.

12.2 RESPONSIBILITIES OF THE LICENSOR

Licensor agrees to publish the Eligible Articles as Open Access Material in accordance with the provisions of Schedule 6 – Open Access Material Workflows and Services.

12.3 RESPONSIBILITIES OF MEMBERS

Members will be responsible for informing Eligible Corresponding Authors that this License Agreement is in place and that their Eligible Articles can be made Open Access Material on acceptance in the Hybrid Open Access Publishing Titles and Gold Open Access Publishing Titles.

Members shall ensure that Eligible Corresponding Authors shall identify themselves as being eligible in the course of the Licensor's publishing workflow as specified in Schedule 6 – Open Access Material Workflows and Services.

Members shall ensure that the Licensor 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.

12.4 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 Materials.

Nothing herein contained shall oblige the Licensor to publish any article submitted to the Licensor 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 the Licensor. The Member waives any claim it may have against the Licensor in the event that the Licensor 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 THE LICENSOR: **CANADIAN SCIENCE PUBLISHING**

Signatur  _____ Date: Jan 10, 2023

Name (in block capitals): elaine stott

Position / Title: CEO

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

Signature:  _____ Date: January 4, 2023

Name (in block capitals): Clare Appavoo

Position / Title: Executive Director

SCHEDULE 1

LICENSED MATERIALS AND ACCESS METHOD

A schedule dated January 4, 2023, to the License Agreement January 1, 2023, between **CANADIAN SCIENCE PUBLISHING** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

THE LICENSED MATERIALS

The licensed materials are the following:

Journals (* journals that include free unlimited OA publishing for eligible corresponding authors)

- Applied Physiology, Nutrition, and Metabolism
- Arctic Science (OA)
- Biochemistry and Cell Biology*
- Botany (formerly Canadian Journal of Botany)
- Canadian Geotechnical Journal
- Canadian Journal of Animal Science
- Canadian Journal of Chemistry
- Canadian Journal of Civil Engineering
- Canadian Journal of Earth Sciences
- Canadian Journal of Fisheries and Aquatic Sciences
- Canadian Journal of Forest Research
- Canadian Journal of Microbiology
- Canadian Journal of Physics*
- Canadian Journal of Physiology and Pharmacology*
- Canadian Journal of Plant Science
- Canadian Journal of Soil Science
- Canadian Journal of Zoology
- Environmental Reviews
- FACETS (OA)
- Genome*
- Drone Systems and Applications (OA)
- Transaction of the Canadian Society for Mechanical Engineering*

Ebooks

1996 International Symposium on Bacterial Polyhydroxyalkanoates	978-0-660-17083-1
Advances in Mycorrhizal Science and Technology	978-0-660-19883-5
Alfalfa and Relatives: Evolution and Classification of Medicago	978-0-660-19979-5
Amua-gaig-e: The ethnobotany of the Amungme of Papua, Indonesia	978-1-927346-21-1
Annotated Keys to the Genera of Nearctic Chalcidoidea (Hymenoptera)	978-0-660-16669-8
Assessment of Species Diversity in the Atlantic Maritime Ecozone	978-0-660-19835-4
Atlantic Halibut (<i>Hippoglossus hippoglossus</i>) and Pacific Halibut (<i>H. stenolepis</i>) and their North American Fisheries Canadian Bulletin of Fisheries and Aquatic Sciences No. 227	978-0-660-15111-3
Atlas of Migmatites : The Canadian Mineralogist Special Publication 9	978-0-660-19787-6
Beetles of the Galápagos Islands, Ecuador : Evolution, Ecology, and Diversity (Insecta: Coleoptera)	978-0-660-19421-9

Biodiversity & Health : Focusing Research to Policy	978-0-660-62713-7
Biology of Populus and its Implications for Management and Conservation	978-0-660-16506-6
Blue Grouse: Their Biology and Natural History	978-0-660-19271-0
Calcium: The Grand-Master Cell Signaler	978-0-660-18201-8
Canadian Marine Fisheries in a Changing and Uncertain World Canadian Special Publication of Fisheries and Aquatic Sciences No. 129	
Canadian Medicinal Crops	978-0-660-17534-8
Canadian System of Soil Classification, 3rd Ed.	978-0-660-17404-4
Catalog of Scolytidae and Platypodidae (Coleoptera), Supplement 1 (1990-1994)	978-0-660-16709-1
Catalog of Scolytidae and Platypodidae (Coleoptera), Supplement 2 (1995–1999)	978-0-660-18612-2
Catalogue des Invertébrés marins de l'estuaire et du golfe du Saint-Laurent / Catalogue of the Marine Invertebrates of the Estuary and Gulf of Saint Lawrence Canadian Special Publication of Fisheries and Aquatic Sciences No. 126	978-0-660-80366-1
Catalogue of the Tiger Beetles of Canada and the United States	
Checklist of the Hemiptera of Canada and Alaska	978-0-660-18165-3
Chemistry as a Diagnostic of Star Formation : Proceedings of the Conference held in Waterloo, Canada, August 21-23, 2002	978-0-660-19089-1
Climate Change & Northern Fish Populations Canadian Special Publication of Fisheries and Aquatic Sciences No. 121	978-0-660-15780-1
Coleoptera Histeridae : The Insects and Arachnids of Canada Series, Part 24	978-0-660-19399-1
Coleoptera, Curculionidae, Entiminae : Weevils of Canada and Alaska, Volume 2	978-0-660-19400-4
Cretaceous and Eocene Decapod Crustaceans from Southern Vancouver Island, British Columbia, Canada	978-0-660-19092-1
Culinary Herbs for Short-Season Gardeners	978-0-660-17785-4
Culinary Herbs: 2nd Edition	978-0-660-19073-0
Current Trends in International Fusion Research : Proceedings of the Fifth Symposium	978-0-660-19827-9
Current Trends in International Fusion Research : Proceedings of the Fourth Symposium	978-0-660-19707-4
Current Trends in International Fusion Research : Proceedings of the Sixth Symposium	978-0-660-19890-3
Current Trends in International Fusion Research : Proceedings of the Third Symposium	978-0-660-18480-7
Ecophysiology of Northern Spruce Species : The performance of planted seedlings	978-0-660-17959-9
Emergence of Unsaturated Soil Mechanics : Fredlund Volume	978-0-660-17256-9
Evaluation of Closed-containment Technologies for Saltwater Salmon Aquaculture	978-0-660-19968-9
Flora of the Hudson Bay Lowland and its Postglacial Origins	978-0-660-18941-3
Flora of the Yukon Territory : Second Edition	978-0-660-18110-3
Flower Guide for Holiday Weekends in Eastern Canada and Northeastern U.S.A.	978-0-660-19096-9
Frasnian (Upper Devonian) Colonial Disphyllid Corals from Western Canada : Taxonomy and Biostratigraphic Significance	978-0-660-19943-6
Genera of the Trichoptera of Canada and Adjoining or Adjacent United States The Insects and Arachnids of Canada Series, Part 7	978-0-660-16402-1
George J. Klein: The Great Inventor : NRC Press Biography Series, No. 2	978-0-660-19322-9
Gerhard Herzberg : An Illustrious Life in Science	978-0-660-18757-0
Guide d'identification du phytoplancton marin de l'estuaire et du golfe du Saint-Laurent incluant également certains protozoaires Canadian Special Publication of Fisheries and Aquatic Sciences No. 128	978-0-660-96057-9

Guide to the Parasites of Fishes of Canada Canadian Special Publication of Fisheries and Aquatic Sciences No. 124	978-0-660-16403-8
Her Daughter the Engineer : The Life of Elsie Gregory MacGill	978-0-660-19813-2
Herbes culinaires pour nos jardins de pays froid	978-0-660-96164-4
Histology of the Atlantic Cod, <i>Gadus morhua</i> / Atlas d'histologie de la morue franche, <i>Gadus morhua</i> Canadian Special Publication of Fisheries and Aquatic Sciences No. 119 : An Atlas. Part Four. Eleutheroembryo and Larva / Quatrième partie. Éleuthéro-embryon et larve	978-0-660-57482-0
Impacts of water diversion on biotic communities of a river in a dune watershed	978-0-660-19942-9
La gestion des pêches maritimes au Canada Bulletin canadien des sciences halieutiques et aquatiques no 225	978-0-660-94830-0
Late Ordovician Articulate Brachiopods from the Red River and Stony Mountain Formations, Southern Manitoba	978-0-660-18283-4
Late Ordovician and Early Silurian stromatoporoid sponges from Anticosti Island, eastern Canada : crossing the O/S mass extinction	978-0-660-19930-6
Late Ordovician orthide and billingsellide brachiopods from Anticosti Island, eastern Canada : Diversity change through a mass extinction	978-0-660-19789-0
Le flétan de l'Atlantique (<i>Hippoglossus hippoglossus</i>) et le flétan du Pacifique (<i>H. stenolipis</i>) et les pêcheries de ces espèces en Amérique du Nord Canadian Bulletin of Fisheries and Aquatic Sciences No. 227	978-0-660-94579-8
Le système canadien de classification des sols : Troisième édition	978-0-660-96059-3
Les Fourmis : comportement, organisation sociale et evolution : comportement, organisation sociale et evolution	978-0-660-97021-9
Les cultures médicinales canadiennes	978-0-660-96380-8
Les légumes du Canada	978-0-660-95418-9
Lichen Genus <i>Rinodina</i> (Ach.) Gray (Lecanorales, Physciaceae) in North America, north of Mexico	978-0-660-19941-2
Lower Permian Colonial Rugose Corals, Western and Northwestern Pangaea : Taxonomy and Distribution	978-0-660-19664-0
Ludlow and Pridoli (Upper Silurian) Graptolites from the Arctic Islands, Canada	978-0-660-19326-7
Management of Marine Fisheries in Canada Canadian Bulletin of Fisheries and Aquatic Sciences No. 225	978-0-660-15002-4
Manual of Central American Diptera : Volume 1	978-0-660-19833-0
Manual of Central American Diptera : Volume 2	978-0-660-19958-0
Marine Protected Areas and Fisheries Closures in British Columbia Canadian Special Publication of Fisheries and Aquatic Sciences No. 131	978-0-660-17788-5
Methods of Modifying Habitat to Benefit the Great Lakes Ecosystem CISTI Occasional Paper No. 1	978-0-660-16047-4
Molecular Symmetry and Spectroscopy, 2nd Ed.	978-0-660-19628-2
New Horned Dinosaur from an Upper Cretaceous Bone Bed in Alberta	978-0-660-19819-4
Numerical Methods in Atmospheric and Oceanic Modelling	978-0-9698414-4-9
Orb-Weaving Spiders of Canada and Alaska The Insects and Arachnids of Canada Series, Part 23 : Araneae: Uloboridae, Tetragnathidae, Araneidae, Theridiosomatidae	978-0-660-18898-0
Perspectives on Canadian Marine Fisheries Management Canadian Bulletin of Fisheries and Aquatic Sciences No. 226	978-0-660-15003-1
Petite flore pour les longues fins de semaine dans l'est du Canada et le nord-est des États-Unis	978-0-660-97058-5
Phillipsastroid Corals from the Frasnian (Upper Devonian) of Western Canada : Taxonomy and Biostratigraphic Significance	978-0-660-19364-9

Photographic Atlas of Fish Otoliths of the Northwest Atlantic Ocean Canadian Special Publication of Fisheries and Aquatic Sciences No. 133	978-0-660-19108-9
Physiological Changes Associated with the Diadromous Migration of Salmonids : Canadian Special Publication of Fisheries and Aquatic Sciences No. 127	978-0-660-17637-6
Plant Adaptation : Molecular Genetics and Ecology	978-0-660-19336-6
Poplar Culture in North America	978-0-660-18145-5
Predaceous Diving Beetles (Coleoptera: Dytiscidae) of the Nearctic Region, with emphasis on the fauna of Canada and Alaska	978-0-660-17967-4
Proceedings of the 17th International Symposium on High Performance Computing Systems and Applications and OSCAR Symposium	978-0-660-19028-0
Proceedings of the North Pacific Symposium on Invertebrate Stock Assessment and Management Canadian Special Publication of Fisheries and Aquatic Sciences No. 125	978-0-660-17221-7
Proceedings of the SUNY Institute of Technology Conference on Theoretical High Energy Physics	978-0-660-19065-5
Proceedings of the Sixth International Conference on Computer Supported Cooperative Work in Design	978-0-660-18493-7
Production et utilisation de l'argousier (Hippophae rhamnoides L.)	978-0-660-96931-2
Production of Juvenile Atlantic Salmon, <i>Salmo salar</i> , in Natural Waters Canadian Special Publication of Fisheries and Aquatic Sciences No. 118	978-0-660-14954-7
Quest for Sustainable International Fisheries : Regional Efforts to Implement the 1995 United Nations Fish Stocks Agreement: An Overview for the May 2006 Review Conference	978-0-660-19724-1
Renaissance II : Canadian Creativity and Innovation in the New Millennium	978-0-660-18397-8
Renaissance II : Créativité et innovation canadiennes au cours du nouveau millénaire	978-0-660-96472-0
Risk Evaluation and Biological Reference Points for Fisheries Management Canadian Special Publication of Fisheries and Aquatic Sciences No. 120	978-0-660-14956-1
Salmonine Introductions to the Laurentian Great Lakes Canadian Special Publication of Fisheries and Aquatic Sciences No. 132 : An Historical Review and Evaluation of Ecological Effects	978-0-660-17639-0
Science, Agriculture and Food Security	978-0-660-16210-2
Science, agriculture et sécurité alimentaire	978-0-660-95109-6
Sea Buckthorn (Hippophae rhamnoides L.) : Production and Utilization	978-0-660-19007-5
Silurian (Late Llandovery-Ludlow) Atrypid Brachiopods from Gotland and the United Kingdom	978-0-660-19011-2
Siphonophora (Cnidaria, Hydrozoa) of Canadian Pacific waters	978-0-660-19843-9
Smaller Orders of Insects of the Galápagos Islands, Ecuador : Evolution, Ecology, and Diversity	978-0-660-18284-1
Steam, Water, and Hydrothermal Systems: Physics and Chemistry Meeting the Needs of Industry : Proceedings of the 13th International Conference on the Properties of Water and Steam	978-0-660-17778-6
Synopsis of the Parasites of Fishes of Canada : Supplement (1978-1993)	978-0-660-15902-7
Systematics of New World Clinocera Meigen (Diptera: Empididae: Clinocerinae)	978-0-660-19800-2
Taxonomy, Evolution, and Biostratigraphy of Conodonts : from the Kechika Formation, Skoki Formation, and Road River Group (Upper Cambrian to Lower Silurian), Northeastern British Columbia	978-0-660-18521-7
Teaching Plant Anatomy Through Creative Laboratory Exercises	978-0-660-19798-2
Top 100 Food Plants : The World's Most Important Culinary Crops	978-0-660-19858-3
Towards Sustainable Management of the Boreal Forest	978-0-660-18762-4
Trace Elements in Man and Animals : 9	978-0-660-16404-5

Vegetables of Canada	978-0-660-19503-2
Water, Science, and the Public Canadian Special Publication of Fisheries and Aquatic Sciences No. 123 : The Miramichi Ecosystem	978-0-660-15903-4
Workshop on Rebuilding Abalone Stocks in British Columbia Canadian Special Publication of Fisheries and Aquataquatic Sciences No. 130	978-0-660-18292-6

License Agreement Start Date: January 1, 2023

License Agreement End Date: December 31, 2025

ACCESS METHOD

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

User authentication mechanisms supported are:

IP authentication

PERPETUAL ACCESS

Current Content:

Upon termination of this License Agreement, Licensor will provide Members with perpetual access to the files of all content published in the journals that comprise the Licensed Materials during the term of the subscription. Licensor will provide access on its platform free of charge.

For the avoidance of doubt, Members will retain perpetual access rights to current electronic files and retrospective content, back to 1996 (2006 for Transactions of the Canadian Society of Mechanical Engineering; 1993 for Applied Physiology, Nutrition, and Metabolism; 1957 for Canadian Journal of Animal Science, Canadian Journal of Plant Science, and Canadian Journal of Soil Science), for any journals in which Members currently have such rights under each previous agreement.

Backfile Content:

Upon termination of this License Agreement, Licensor will provide Members with backfile perpetual access for all journal content on the publisher's platform as of January 1, 2023, with the following exceptions: Scientific Agriculture (1921-1952), Canadian Journal of Agricultural Science (1953-1956), or any new journal(s) added in the future and not listed in Schedule 1. Licensor will provide access on its platform free of charge. For the avoidance of doubt, refer to the table below for start and end year of the backfile content.

Journal Archive	No. of Articles	Start Year	End Year
Biochemistry and Cell Biology	7,324	1954	1995
Botany	11,889	1951	1995
Canadian Geotechnical Journal	2,462	1963	1995
Canadian Journal of Chemistry (OA)	19,850	1951	1995
Canadian Journal of Civil Engineering	2,408	1974	1995
Canadian Journal of Earth Sciences	5,780	1964	1995
Canadian Journal of Fisheries and Aquatic Sciences	10,050	1901	1995
Canadian Journal of Forest Research	4,554	1971	1995

Canadian Journal of Microbiology	8,319	1954	1995
Canadian Journal of Physics	10,543	1951	1995
Canadian Journal of Physiology and Pharmacology	8,060	1954	1995
Canadian Journal of Zoology	10,946	1951	1995
Genome	4,504	1959	1995
Transactions of the Canadian Society of Mechanical Engineering	872	1972	2005

Ebooks:


Perpetual Rights are granted to Members for all titles without additional hosting or maintenance fees.

OPEN ACCESS:

The journals indicated by an asterisk (*) in the table above include free unlimited OA publishing for eligible corresponding authors. For CSP's other hybrid titles, members are entitled to a 25% APC discount for affiliated researchers who wish to make their published articles Open Access. For the avoidance of doubt, the aforementioned discount does not apply to CSP's Open Access (OA) journals.

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

FOR THE LICENSOR: **CANADIAN SCIENCE PUBLISHING**

Signature:  _____ Date: Jan 10, 2023 _____

Name (in block capitals): elaine stott _____

Position / Title: CEO _____

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

Signature:  _____ Date: January 4, 2023 _____

Name (in block capitals): Clare Appavoo _____

Position / Title: Executive Director _____

SCHEDULE 2

FEE

A schedule dated January 4, 2023, to the License Agreement January 1, 2023, between **CANADIAN SCIENCE PUBLISHING** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

All fees in Canadian dollars and exclusive of taxes.

2023 Fee	\$814,512.15
2024 Fee	\$838,142.10
2025 Fee	\$862,448.40
2023-2025 TOTAL FEE	\$2,515,111.65

For reference purposes, the Fees incurred per Member are as set out on the attached spreadsheet (filename: CRKN-CSP_2023-2025_Schedule 2_2022-12-07.xlsx)

PAYMENT SCHEDULE

2023 – payable upon execution of the License Agreement (net 60 days):	\$814,512.15
2024 – payable on or before December 31, 2023:	\$838,142.10
2025 – payable on or before December 31, 2024:	\$862,448.40

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

FOR THE LICENSOR: **CANADIAN SCIENCE PUBLISHING**

Signature:  _____ Date: Jan 10, 2023

Name (in block capitals): elaine stott

Position / Title: CEO

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

Signature:  _____ Date: January 4, 2023

Name (in block capitals): Clare Appavoo

Position / Title: Executive Director

SCHEDULE 3

MEMBERS OF THE CONSORTIUM PARTICIPATING IN THE LICENSE AGREEMENT

A schedule dated January 4, 2023, to the License Agreement January 1, 2023, between **CANADIAN SCIENCE PUBLISHING** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

Atlantic Region (5):

Dalhousie University
Memorial University of Newfoundland
Saint Mary's University
St. Francis Xavier University
University of New Brunswick

Québec (7):

Concordia University
McGill University
Université de Montréal
Université de Sherbrooke
Université du Québec à Montréal
Université du Québec à Rimouski
Université Laval

Ontario (18):

Brock University
Carleton University
Lakehead University
Laurentian University
McMaster 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 (15):

Athabasca University
MacEwan University
Mount Royal University
Simon Fraser University
Thompson Rivers University
University of Alberta
University of British Columbia
University of Calgary

University of Lethbridge
University of Manitoba
University of Northern British Columbia
University of Regina
University of Saskatchewan
University of the Fraser Valley
University of Victoria

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

FOR THE LICENSOR: **CANADIAN SCIENCE PUBLISHING**

Signature:  _____ Date: Jan 10, 2023

Name (in block capitals): elaine stott

Position / Title: CEO

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

Signature:  _____ Date: January 4, 2023

Name (in block capitals): Clare Appavoo

Position / Title: Executive Director

SCHEDULE 4


IP ADDRESSES OF THE MEMBERS PARTICIPATING IN THE LICENSE AGREEMENT

A schedule dated January 4, 2023, to the License Agreement January 1, 2023, between **CANADIAN SCIENCE PUBLISHING** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

See spreadsheet attached (filename: CRKN-CSP_2023-2025_Schedule 4_2022-12-07.xlsx)

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


FOR THE LICENSOR: **CANADIAN SCIENCE PUBLISHING**

Signature:  _____ Date: Jan 10, 2023

Name (in block capitals): elaine stott

Position / Title: CEO

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

Signature:  _____ Date: January 4, 2023

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 4, 2023, to the License Agreement January 1, 2023, between **CANADIAN SCIENCE PUBLISHING** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

Usage reporting frequency: COUNTER reports are available online via the Institution’s administrative account for the institution to access at their discretion or upon request to CSP’s Customer Service department pubs@cdnsiencepub.com.

Currency of data: Reports can be run at the user’s discretion. There is no delay in the usage reporting. Reporting is available and current up to the last full month.

Distribution of usage data: COUNTER reports are available online via the Institution’s administrative account or upon request to CSP’s Customer Service department (pubs@cdnsiencepub.com).

Level of reporting: Reporting is available at the institutional level. Below is a list of reports included in the Canadian Science Publishing COUNTER5 reports:

- TR_ Title Master Report
- TR_J1 Journal Requests (excluding OA Gold content)
- TR_J2 Journal Access Denied
- TR_J3 Journal Usage by Access Type
- TR_J4 Journal Requests by YOP (Excluding OA Gold)

Exportable to applications: COUNTER reports are available in .tsv, .html, and .xml formats.

Customized: The COUNTER reports are customizable by time periods i.e., year to date.

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

FOR THE LICENSOR: **CANADIAN SCIENCE PUBLISHING**

Signature  _____ Date: Jan 10, 2023

Name (in block capitals): elaine stott

Position / Title: CEO

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

Signature: _____  _____ Date: January 4, 2023

Name (in block capitals): Clare Appavoo

Position / Title: Executive Director

SCHEDULE 6

OPEN ACCESS MATERIAL WORKFLOWS AND SERVICES

A schedule dated January 4, 2023, to the License Agreement dated January 1, 2023, between **CANADIAN SCIENCE PUBLISHING** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

1. Article Submission Process

- a. The Eligible Corresponding Author must submit their article using the Licensor's online submission system.
- b. During submission, the Eligible Corresponding Author is responsible for
 - i. entering information about the article (e.g., article type, title, abstract, keywords, inclusion in a collection),
 - ii. uploading all article and supplementary files,
 - iii. providing complete and accurate information about each author (institutional email addresses, full names, contributions to the article using the CRediT taxonomy, and institutional affiliations),
 - iv. answering mandatory questions related to funding, publishing ethics, and research integrity, and
 - v. confirming that article files convert correctly into a PDF proof before completing submission.

2. Eligible Corresponding Author identification

- a. During the submission of the article, the Eligible Corresponding Author is responsible for correctly identifying the institutional affiliation of all authors, identifying the corresponding author, and providing institutional email addresses.

The Licensor's submission system provides submitting authors with Ringgold-suggested institutional affiliations. The submitting author is responsible for selecting the appropriate match for each author.

Licensor will use this match to identify an Eligible Corresponding Author as an Authorised User of the Member using Ringgold ID matches.

In the event of no match being found, Licensor will attempt to identify an Eligible Corresponding Author using the corresponding author's email address domain. The Member is responsible for providing and updating the list of applicable email domains for Licensor to use in matching.

- b. If the author was not identified as eligible due to incomplete, inaccurate, or conflicting affiliation data provided by the submitting author, Licensor will work with the Consortium to identify the author and to convert the article to Open Access at a later date.
- c. If the Eligible Corresponding Author was not identified as eligible due Licensor's failure and then Licensor publishes the article under a traditional subscription only format, Licensor shall be responsible to convert the article promptly so that it is published open access.

3. Licensor's Responsibilities

- a. Licensor shall:
 - i. verify the identity of the Eligible Corresponding Authors after the acceptance of article manuscripts, via affiliation, email domain, or ORCID;
 - ii. provide Licensee with a list of the open access journals and their type;
 - iii. provide reports to the Licensee detailing publishing outputs. Full list of required data is listed below in item 5a;

- iv. host information relating to the open access publishing opportunities it offers on the Licensor's website; and
- v. facilitate eligible retroactive open access publishing.

4. Member Responsibilities

- a. Members shall inform their researchers and authors about the Licensor's open access publishing process.

5. Open Access Reporting

- a. Licensor provides 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 Corresponding Author has accepted open access publishing or not
 - xii. open access licence
 - xiii. list price, discount and final prices for articles published in open access

6. Provision of Information: Members and Open Access Schemes

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

7. Additional Information

- a. For each open access Article, the Licensor shall state the applicable Creative Commons licence (current version available at: <https://creativecommons.org/licenses/by/4.0/>). This shall include the information on the Creative Commons licensing terms that apply to each version of the Article and making the relevant Open Access 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 Article shall include any disclaimer or other statements required by the Licensor in compliance with its policies for release on the open web. Licensor 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 Open Access Article.

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

FOR THE LICENSOR: **CANADIAN SCIENCE PUBLISHING**

Signature:  _____ Date: Jan 10, 2023

Name (in block capitals): elaine stott

Position / Title: CEO

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

Signature:  _____ Date: January 4, 2023

Name (in block capitals): Clare Appavoo

Position / Title: Executive Director

CRKN-CSP_2023-2025_License Agreement_2023-01-04_final

Final Audit Report

2023-01-10

Created:	2023-01-10
By:	Michael Donaldson [REDACTED]
Status:	Signed
Transaction ID:	CBJCHBCAABAA7AZhHh4kFlyzRGB_5tvYZEeiWxt14IKy

"CRKN-CSP_2023-2025_License Agreement_2023-01-04_final" History

 Document digitally presigned by Clare Appavoo [REDACTED]

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 Document emailed to [REDACTED] for signature

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 Email viewed by [REDACTED]

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 Signer [REDACTED] entered name at signing as elaine stott

2023-01-10 - 7:04:38 PM GMT- IP address: 38.23.170.201

 Document e-signed by elaine stott ([REDACTED])

Signature Date: 2023-01-10 - 7:04:40 PM GMT - Time Source: server- IP address: 38.23.170.201

 Agreement completed.

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