



Canadian Research  
Knowledge Network

Réseau canadien  
de documentation  
pour la recherche

**THIS LICENSE AGREEMENT IS MADE AS OF the 1st day of January, 2021**

**BETWEEN**

1 **ELSEVIER B.V.** of Radarweg 29, 1043 NX Amsterdam, The Netherlands ("the Publisher")

and

2 **CANADIAN RESEARCH KNOWLEDGE NETWORK** of 11 Holland Avenue, Suite #301, Ottawa, Ontario, Canada, K1Y 4S1 ("the Consortium")

**WHEREAS** the Publisher holds or administers the rights granted under this Agreement,

**AND WHEREAS** the Publisher desires to grant to Members of the Consortium the license to use such rights for the 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.

### Authorized Users

Each Member and each employee, including faculty, of the Member (whether on a permanent, temporary, contract, adjunct, formal affiliation or visiting basis), and individuals who are currently studying at the Member, who are permitted to access the Secure Network from within the Premises or from such other places where Authorized Users work or study (including but not limited to Authorized Users' offices and homes, halls of residence and student dormitories) and who have been issued by the Member a password or other authentication. For avoidance of doubt, Authorized Users include those individuals using computer terminals within the library facilities at the Member located within Canada permitted by the Member to access the Licensed Materials for purposes of personal research, education or other non-corporate use.

For the avoidance of doubt, walk-in use is intended for individual users, not as a substitution for a license by another institution.

### Click-Through License

Terms and conditions relating to Licensed Materials that the Publisher 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 Materials 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 Fee by any Member from Authorized Users, nor use by the Member or Authorized Users of the Licensed Materials in the course of research funded by a commercial organization, nor the payment of a fee by a person in order to be

registered with the Member as a walk-in user, provided such fee is not specifically for access to the Licensed Materials, is deemed to constitute Commercial Use.

#### 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 its students in a class for the purpose of instruction.

#### 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 to its students.

#### Electronic Reserve

Electronic copies of Licensed Materials (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.

#### Licensed Materials

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 one of the group of universities, other educational institutions and research organizations and their associated libraries, that have authorized the Consortium to negotiate and execute this Agreement on their behalf, as listed in Schedule 3. By virtue of its participation in this Agreement, each Member agrees to be bound by the terms and conditions of this Agreement.

#### 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 in accordance with Section 3.1 [Access and Use].

#### Perpetual Access

Access in perpetuity to the Subscribed Titles and Academic Press Titles which is retained by the Member after termination of the Agreement, or as determined by the Agreement.

#### Premises

The physical premises of the Member, at which a computer having an IP address, as set out in Schedule 4, is installed.

### Platform

The combined hardware and software used by the Publisher to provide online access to the Licensed Materials.

### Scholarly and Educational Use

Use of the Licensed Materials for the purpose of academic research, scholarship, and education.

### Secure Network

A computer network that incorporates reasonable security measures to only allow access to Authorized Users by secure authentication, consistent with current industry standards.

### Text and Data Mining

A machine process by which information may be derived from the Licensed Materials 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. Permitted rights to Text and Data Mining of Licensed Materials are identified in Section 3.9.

### Usage Data

Data collected by the Publisher 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 Materials.

## **2. GRANT OF LICENSE**

### 2.1 GENERAL

The Publisher hereby grants to the Consortium and the Members the non-exclusive, worldwide, and non-transferable right to permit Authorized Users to access the Licensed Materials via a Secure Network using the access methods specified in Schedule 1 for the purposes of research, teaching, private study, education, distance learning and administrative use consistent with the normal practices and activities of the Consortium and the Members, subject to the terms and conditions of this Agreement. Nothing in this Agreement shall prevent Authorized Users and Members from carrying out acts – and the Publisher agrees not to configure the Platform or take any other actions that would have the effect of preventing Authorized Users and Members from carrying out acts – that are expressly permitted under mandatory provisions of the Copyright Act of Canada.

### 2.2 PERPETUAL ACCESS RIGHTS

The Publisher hereby grants to the Consortium and the Members a non-exclusive right for Members and their Authorized Users to use, after the termination of this Agreement, the Subscribed Titles and Academic Press Titles that were accessible during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement relating to the use of Licensed Materials, 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 Subscribed Titles and Academic Press Titles shall be in the manner and form specified in Section 10.5.3 [Continued Access to Licensed Materials].

## **3. PERMITTED USES**

### 3.1 ACCESS AND USE

Authorized Users may:

- a) access, search, browse and view the Licensed Materials via Secure Networks;
- b) print, download and store a reasonable portion of individual items from the Licensed Materials for the exclusive use of such Authorized User;
- c) incorporate links to the Licensed Materials on the relevant Member's intranet and internet websites and in electronic coursepacks, reserves and course management systems and instructor websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by the Publisher;

- d) store individual journal articles from the Licensed Materials in the private library of a social networking site for the Authorized User's own personal use only; and
- e) share individual journal articles from the Licensed Materials with a limited number of third party colleagues as part of an invitation only working group on non-commercial platforms or tools, for personal, scholarly or research use.

### 3.2 PERSISTENT LINKS

Intentionally Deleted.

### 3.3 INTERLIBRARY LOAN

Members may provide to a library of a non-Member non-commercial educational or research institution located within Canada (whether by post, fax secure transmission, or appropriate secure electronic means) or directly to a patron of a non-Member non-commercial educational or research institution located within Canada (whether by post, fax secure transmission, or appropriate secure electronic means), for the purposes of research or private study and not for Commercial Use, a single copy of an electronic original of an individual item being part of the Licensed Materials.

### 3.4 SCHOLARLY SHARING

Authorized Users may provide, by paper or electronic means, a single copy of an individual item being part of the Licensed Materials to other Authorized Users or to a third-party colleague who is not an Authorized User for their Scholarly and Educational Use, but in no case for Commercial Use.

### 3.5 ACADEMIC RESEARCH AND TEACHING

Members and Authorized users may incorporate parts of the Licensed Materials in printed or electronic form in assignments, portfolios, theses, dissertations, teaching, conference presentations, and lectures, with appropriate credit. For the avoidance of doubt, none of these activities may be undertaken for Commercial Use.

### 3.6 ACCESSIBILITY

Members may alter or modify the Licensed Materials as necessary to provide an equivalent level of access to Authorized Users with disabilities if the Licensed Materials 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 Materials 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, for use as a resource used to support class teaching and learning in the course of instruction at a Member, distribute single copies of individual articles or items of the Licensed Materials in print or electronic form to student Authorized Users for the exclusive use of such student Authorized User, provided that the copies carry appropriate acknowledgement of the source, title, author and Publisher. For the avoidance of doubt, such classroom handouts shall include the distribution of a copy for teaching purposes to all individual student Authorized Users in a class at a Member for the exclusive use of the student Authorized User.

### 3.9 TEXT AND DATA MINING

Each Member may download and make a copy of the whole or any parts of the Licensed Materials for the purposes of internal computational analysis, including text and data mining via an API at <http://dev.elsevier.com>, for the purpose of research for a non-commercial purpose and other Scholarly and Educational Use solely, provided that:

- the copy or parts thereof are accompanied by sufficient acknowledgment, other than where this would be impossible for reasons of impracticability or otherwise;

- the copy or parts thereof are not distributed to or stored with any third party, including any third party service provider, without the prior approval of Publisher;
- the copy is stored on the Member's secure server in Canada, at a location to be confirmed between parties; and
- the results of the computational analysis shall not have the potential to compete with, to substitute and/or replicate any other existing Publisher products, services and/or solutions and the copies made under this Section 3.9 shall be deleted promptly after the computational analysis has taken place.

Notwithstanding the foregoing, this Section 3.9 [Text and Data Mining] shall not limit any text and data mining rights that may be permitted under separate agreement between Ontario Council of University Libraries and the Publisher.

### 3.10 TRAINING AND MARKETING MATERIALS

Members and Authorized Users may display, download or print the Licensed Materials for the purposes of internal marketing or testing, and for training Authorized Users.

## **4. PROHIBITED USES**

### 4.1 REMOVAL OF COPYRIGHT OR TRADEMARK

Consortium, Members, and Authorized Users shall not remove, obscure or alter in any way the authors' names or the Publisher's copyright notices, trademark notices, other notices, logos or other means of identification or disclaimers as they appear in the Licensed Materials.

### 4.2 SYSTEMATIC DOWNLOADING

Except as permitted in Section 3.9 [Text and Data Mining], Consortium, Members, and Authorized Users shall not systematically make print or electronic copies of multiple extracts of the Licensed Materials, 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 Materials for any purpose.

### 4.3 PUBLIC REDISTRIBUTION

Except as permitted in Section 3 [Permitted Uses], Consortium, Members, and Authorized Users may not re-distribute, reproduce or transmit to anyone the whole or any part of the Licensed Materials by any means including electronic (e.g. via email), nor post it on publicly-accessible web sites or networks. Except as permitted in Section 3 [Permitted Uses], Consortium, Members, and Authorized Users may not substantially reproduce, retain, store locally, redistribute or disseminate online the Licensed Materials. Except as permitted in Section 3 [Permitted Uses], Consortium, Members, and Authorized Users may not mount or distribute any part of the Licensed Materials on any electronic network, including without limitation the Internet and the World Wide Web without the prior written consent of the Publisher or except pursuant to Section 10.5.3 [Continued Access to Licensed Materials] of this Agreement or any separate agreement as the Publisher and a Member may enter into.

### 4.4 COMMERCIAL USE

Consortium, Members, and Authorized Users may not use all or any part of the Licensed Materials for any Commercial Use without Publisher's explicit permission.

### 4.5 MODIFYING WORKS

Consortium, Members, and Authorized Users may not alter, abridge, modify, translate, or adapt works in order to publish, distribute or make available the Licensed Materials, or create any derivative work based on the Licensed Materials, except to the extent necessary to make them perceptible on a computer screen to its Authorized Users, other than as permitted in this Agreement.

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

### **5.1 PUBLISHER REPRESENTATIONS**

The Publisher warrants that: (a.) it has the right to grant the rights granted under this Agreement to use the Licensed Materials; (b.) it has obtained any and all necessary permissions from third parties to grant the rights granted to the Licensed Materials; (c.) use of the Licensed Materials 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; and (d.) all services and activities of the Publisher under this Agreement will be conducted in accordance with industry standards.

### **5.2 CONSORTIUM REPRESENTATIONS**

Consortium 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, the Publisher 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 Materials, and merchantability or fitness of use for a particular purpose. The Licensed Materials are supplied 'as is'.

The Publisher 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 Materials.

### **5.4 INDEMNITIES**

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by 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 Consortium being the indemnified party, this indemnity shall not apply to any specific Licensed Materials if Consortium or any of its Members has amended the Licensed Materials in any way not permitted by this Agreement. 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 the Publisher for any claims, losses, or damages arising out of any breach of this Agreement by the Publisher shall in no circumstances exceed the amount of the Fee paid by the Consortium to the Publisher under this Agreement in respect of the term of 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. PUBLISHER'S PERFORMANCE OBLIGATIONS**

### **6.1 AVAILABILITY OF LICENSED MATERIALS**

Publisher shall, upon the subscription start date of the Agreement as specified in Schedule 1, make the Licensed Materials available to the Members.

The Publisher shall provide sufficient information to the Members to enable their Authorized Users to access the Licensed Materials.

### **6.2 COMPLETENESS OF CONTENT**

Intentionally Deleted.

### 6.3 ACCESSIBLE FORMATS

Publisher shall comply with applicable Canadian laws relating to accessibility to ensure that the Licensed Materials are accessible to all Authorized Users. Exceptions are noted in the Publisher's Voluntary Product Accessibility Template for the Licensed Materials that has been provided to the Consortium.

### 6.4 SIMULTANEOUS ACCESS

The Publisher shall use reasonable efforts to make available the Licensed Materials simultaneously with, or previous to, the publication of any print version.

### 6.5 TITLE LISTS

The Publisher shall provide to the Consortium before December 31 of each year within the subscription period, in KBART-compliant format as appropriate, an itemized holdings report that specifies the Licensed Materials accessible to the Members for the upcoming calendar year. In the event that there are optional portions contained within the Licensed Materials to which all Members do not subscribe, the Publisher shall provide separate lists for each option.

### 6.6 DISCOVERY SERVICES

The Publisher shall use reasonable and timely efforts to provide to third-party vendors of Discovery Services, on an ongoing 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 content for the benefit of Authorized Users.

### 6.7 CAPACITY

The Publisher shall ensure that the Platform has adequate capacity and bandwidth to support the usage by 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

Publisher shall use reasonable efforts to ensure that Licensed Materials 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 Materials.

### 6.9 SERVICE INTERRUPTION

Publisher shall use reasonable efforts to make the Licensed Materials available to the Members and Authorized Users at all times and on a twenty-four hour basis, save for routine maintenance (for which Publisher shall notify Consortium in advance when possible), and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service directly attributable to the Platform, the Publisher's local network, and/or the Publisher's Internet Service Provider. Routine maintenance will be performed at a time designed to minimize inconvenience to Consortium, Members and Authorized Users.

The Publisher 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 Materials as they become available.

### 6.10 TRAINING AND SUPPORT

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

#### 6.11 BRANDING

Intentionally Deleted.

#### 6.12 MODIFICATION OF LICENSED MATERIALS

Publisher will make the Licensed Materials available to the Members from the Platform in the media, format and time schedule specified in Schedule 1. The Publisher will make reasonable efforts to notify the Consortium in advance of any anticipated material specification change applicable to the Licensed Materials that could render the Licensed Materials less useful in a material respect to the Members. If the change renders the Licensed Materials less useful in a material respect to the Members, the Consortium may treat such changes as a material or persistent breach of this Agreement under Section 10.2.2 [Early Termination for Breach].

##### 6.12.1 MIGRATION TO OTHER FORMATS

Intentionally Deleted.

##### 6.12.2 WITHDRAWAL OF MATERIALS

Subject to Section 6.12.3 [Transfer of Ownership of Licensed Materials], Publisher reserves the right at any time to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish and for which Publisher has been unable to meet the requirements of Section 5.1 [Publisher Representations], or any item or part of an item for which Publisher has reasonable grounds to suspect infringement of copyright or defamation. If the withdrawn material represents more than ten per cent (10%) of the content comprising the Licensed Materials then available under this Agreement, Publisher shall make a pro rata refund of part of the Fee to Consortium, taking into account the amount of material withdrawn and the remaining unexpired portion of the subscription period as outlined in Schedule 1. The Publisher shall provide the Consortium with a list of all titles removed from the relevant Licensed Materials on an annual basis.

##### 6.12.3 TRANSFER OF OWNERSHIP OF LICENSED MATERIALS

Publisher will make commercially reasonable efforts to comply with the UKSG Transfer Code of Practice in connection with any sale or other transfer of Licensed Materials that constitute journals.

##### 6.12.4 ADDITION OF NEW MATERIALS

Publisher may offer additions to the Licensed Materials 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 Publisher and Consortium must mutually agree and consent to an increase (if any) in the Fee for subsequent years arising from the addition of new materials to the Licensed Materials.

#### 6.13 COLLECTION OF USAGE DATA

Publisher 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. In the case that the Publisher assigns its rights to another party under Section 11.3 [Assignment and Transfer], the Consortium 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

Publisher shall disclose to the Consortium such Usage Data and, to each Member its specific Usage Data relating to the Consortium 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. The Publisher shall not disclose or sell to other parties Usage Data about the Consortium, Members, or Authorized Users without the Consortium's and the Members' permission, except in a form that does not identify the Consortium or any Member and fully protects the anonymity of individual users, the confidentiality of their searches, and is not contrary to applicable privacy laws.

#### 6.15 PRIVACY RIGHTS

The Publisher 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 to any third party or use it for any purpose other than as described in this Agreement.

#### 6.16 OPEN ACCESS OPTION

As a pilot to evaluate the Open Access initiatives across the Members' research landscape in conjunction with author workflows progress and joint communications with the Publisher, the Members will participate in the Open Access Pilot as further described in Schedule 6.

#### 6.17 CLICK-THROUGH LICENSE

The terms and conditions contained in this Agreement take precedence over any conflicting terms and conditions contained in any online "click wrap" license (including regarding use of the text and data mining service online via an API at <http://dev.elsevier.com>) or any other web access agreement for the Licensed Materials.

#### 6.18 DIGITAL RIGHTS MANAGEMENT TECHNOLOGY

In the event that the Publisher utilizes any type of Digital Rights Management Technology to control the access or the usage of Licensed Materials, the Publisher agrees to make reasonable efforts to notify Members 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 Member 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 the Publisher utilizes any type of Digital Watermarking Technology for any element of the Licensed Materials, the Publisher agrees that watermarks or other notices will not substantially degrade the quality of the presentation of the document. Any Digital Watermarking Technology shall be applied in a manner consistent with applicable privacy and data protection laws and as may be agreed between the parties from time to time, and the anonymity of individual users and the confidentiality of their access or usage of the Licensed Materials shall be protected from public disclosure. If watermarks or other notices are used, the Publisher agrees to make reasonable efforts to notify Members of any technical specifications.

#### 6.20 MARC RECORDS

When applicable to the Licensed Materials, the Publisher shall provide full OCLC-quality batched sets of MARC records at no additional cost by the date of the execution of this Agreement. Updates to existing records and new title records, matching the schedule of release and delivery of new publications, will be provided on a mutually agreed-upon schedule and in a format that renders them useful to the Consortium and Members.

#### 6.21 PRESERVATION OF LICENSED MATERIALS

Intentionally Deleted.

#### 6.22 PERSISTENT LINKS

Intentionally Deleted.

#### 6.23 RIGHT TO DEPOSIT

Intentionally Deleted.

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

#### 7.1 NOTICE OF TERMS AND CONDITIONS

Consortium 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 Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials 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 Materials and of the sanctions that each Member imposes for failing to respect such rights.

## **7.3 NOTICE OF MEMBER INFORMATION**

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

## **7.4 PROTECTION FROM UNAUTHORIZED USE**

Members shall make reasonable efforts to limit access to the Licensed Materials to Authorized Users, and to protect the Licensed Materials from unauthorized use. Neither the Consortium nor the Members are liable to the Publisher 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, the Publisher, Consortium, and Member will inform the others and take reasonable and appropriate steps to both ensure that such activity ceases and to prevent any recurrence. The Publisher, Consortium, and Member agree to cooperate in good faith and to provide sufficient exchange of information to prevent any further unauthorized use.

The Publisher reserves the right to temporarily suspend any Member's access to Licensed Materials for infringement of the Publisher's intellectual property rights in the Licensed Materials 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 the Publisher shall issue a notice to the Member and the Consortium of the breach, specifying the activity of the Member that caused the breach. The Publisher 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**

The Publisher agrees to discuss, at any point in the term of this Agreement, a separate agreement in good faith with a Member or a duly authorized representative (e.g. a library consortium acting on behalf of the Member) for local hosting on the Member's server or a third-party server, as designated by the Member.

# **9. FEE**

## **9.1 FEE SCHEDULE**

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

## **9.2 FEE ADJUSTMENTS**

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

### 9.3 INVOICES

Invoices shall be sent to the Consortium 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 Consortium less than sixty (60) days before the due dates as set out in the payment schedule outlined in Schedule 2, payment to the Publisher will be due sixty (60) days after receipt of the invoice.

## **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 2 unless terminated earlier in accordance with Section 10.2 [Early Termination].

### 10.2 EARLY TERMINATION

#### 10.2.1 EARLY TERMINATION FOR PAYMENT DEFAULT

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

#### 10.2.2 EARLY TERMINATION FOR BREACH

Either Publisher or Consortium 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 the Publisher to the Member and the Consortium, or the Member fails to commence and diligently pursue steps to remedy the breach within sixty (60) days' notice from the Publisher to the Member and the Consortium, the Publisher may terminate this Agreement by giving notice of termination to the Member and the Consortium. Upon the expiry of the notice period, the Publisher may discontinue providing the Member access to the Licensed Materials for the remainder of the term of the Agreement.

#### 10.2.3 EARLY TERMINATION FOR PUBLISHER INSOLVENCY

The Consortium may terminate this Agreement by notice to the Publisher if the Publisher 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 Consortium may terminate this Agreement if public funding of the Consortium or funding of the Consortium by the Members is materially reduced and the Consortium thereby becomes unable to pay future amounts payable pursuant to this Agreement. The Consortium may give the Publisher written notice of such termination and this Agreement shall terminate effective sixty (60) days after the giving of such notice if the Consortium has failed to pay the Fee for the calendar year in which such notice was given, or if the Consortium 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 Agreement by Consortium under Section 10.2.2 [Early Termination for Breach], the Publisher shall forthwith refund the proportion of the Fee that represents the paid but unexpired part of the term of this Agreement.

#### 10.2.6 EARLY TERMINATION BY A MEMBER

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

If a Member executes this option, no refund of payments already received by the Publisher 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 this Agreement. 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 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 6.8 [Service Interruption].

#### 10.5 TERMINATION

##### 10.5.1 NOTIFICATION OF TERMINATION

Upon termination of this Agreement, the Consortium 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 provided for in Section 10.5.3 [Continued Access to Licensed Materials], for rights and obligations in respect of a refund under Section 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 Agreement, Publisher will provide continued access to the Subscribed Titles and Academic Press Titles, for which Perpetual Access was granted in this Agreement, according to the options detailed below. The means by which Authorized Users shall have the right to access and use such Subscribed Titles and Academic Press Titles shall be in the manner and form provided below in this Section 10.5.3.

Publisher shall:

- a.) provide continuing online access to archival copies of the Subscribed Titles and Academic Press Titles on the Publisher's Platform for an annual access fee based on the number of full-text articles downloaded from such titles during the prior twelve (12) months at a rate of no greater than \$0.081; The Publisher will make available for inspection by a duly authorized auditor of the Member, at the Member's sole expense, the records concerning the calculation of the annual access fee one time per year during regular business hours upon thirty (30) days written notice to the Publisher. If a particular Subscribed Title is withdrawn by the Publisher or not renewed by the Member, but the Member remains a ScienceDirect online subscriber, the Member may continue to access online, at no additional charge, such formerly Subscribed Title for the publication years paid, provided that the Publisher continues to hold the electronic rights thereto.

- b.) supply archival copies of Subscribed Titles and Academic Press Titles to the Member in an electronic medium mutually agreed between the parties;
- c.) supply archival copies of the Subscribed Titles and Academic Press Titles to an appropriate hosting and archiving facility (e.g. OCUL Scholars Portal) for continuing online access to the Subscribed Titles and Academic Press Titles;
- d.) grant access to the Subscribed Titles and Academic Press Titles through an archival service provider such as, but not limited to, Portico as appropriate;
- e.) provide for other options as mutually agreed between the Publisher and the Member.

For the avoidance of doubt, access and use of the Subscribed Titles and Academic Press Titles shall be subject to the terms and conditions as set out in Section 3, 4, 6.12.3 and 10.5.3 of this Agreement, notwithstanding the termination of this Agreement. Members are permitted to make copies or re-format the Subscribed Titles and Academic Press Titles to ensure their future preservation, accessibility by Authorized Users with disabilities (as defined in the Human Rights Code, R.S.O. 1990, c. H.19), or if the existing format in which the work is stored has become obsolete. A format shall be considered obsolete if the machine or device necessary to render perceptible a work stored in that format is no longer manufactured or is no longer reasonably available in the commercial marketplace. Also notwithstanding the foregoing, any archival rights to the Licensed Materials that the Member acquired under a previous subscription agreement(s) with the Publisher will be retained.

The Subscribed Titles and Academic Press Titles made available in accordance with this clause shall be the complete content except that such Subscribed Titles and Academic Press Titles may not contain all the links and other platform features and functionality associated with the Licensed Materials.

## **11. GENERAL**

### **11.1 ENTIRE AGREEMENT**

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

- 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, except that the Publisher may assign this Agreement to an affiliate of the Publisher without the prior written consent of the Consortium.

### **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 CONDITIONS OF AGREEMENT

Intentionally deleted.

#### 11.10 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 or other means short of litigation.

#### 11.11 GOVERNING LAW

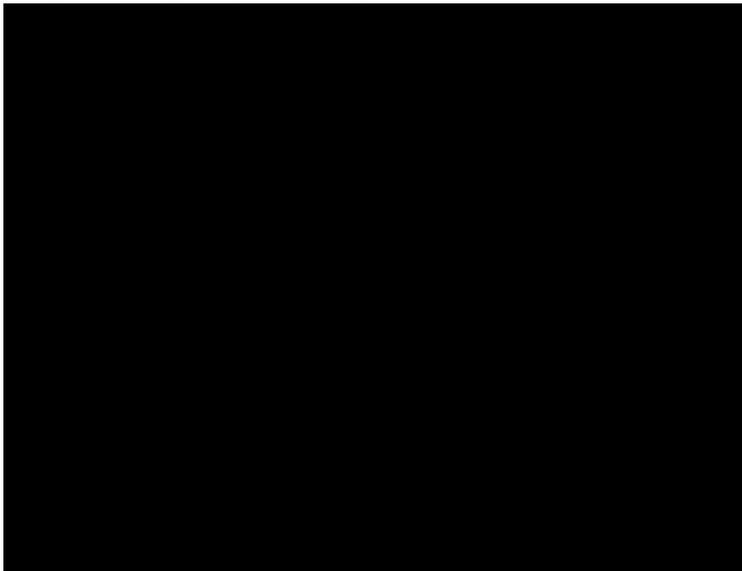
This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario, and the laws of Canada applicable therein.

#### 11.12 VENUE

The Publisher agrees that any action or proceeding instituted by it relating to this Agreement or its dealings with the Consortium 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 the Publisher now irrevocably and unconditionally attorns and submits to the jurisdiction of such court. The Publisher further agrees that Consortium 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 the Publisher is incorporated, registered or resident. In any such event, the Publisher 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.

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

FOR THE PUBLISHER: **ELSEVIER B.V.**



Date: 3/24/2021

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**EDGE NETWORK**

Date: March 23, 2021

## **SCHEDULE 1**

### **LICENSED MATERIALS AND ACCESS METHOD**

A schedule dated January 1, 2021 to the Agreement between **ELSEVIER B.V.** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

#### **THE LICENSED MATERIALS**

ScienceDirect®- Electronic access to the full text of all articles from the journal titles described below:

1) Subscribed Titles: Each Member's own subscribed Publisher journal titles published since 1 January 1995, as identified on spreadsheet attached (filename: CRKN-Elsevier\_2021-2023\_Subscribed Titles\_2021-03-22.xlsx), for access only by such Member (i.e. no shared access).

2) Freedom Collection: The Publisher journal titles published since 1 January 1995 set forth in the Freedom Collection Journal Title List, attached (filename: CRKN-Elsevier\_2021-2023\_Title List\_2021-03-22.xlsx) as may be updated annually with the changes effective as of 1 January of the following calendar year of the term of the Agreement and including the Academic Press journal titles published since 1 January 1993 that were accessed electronically from the IDEAL platform.

All Members shall have Perpetual Access to all Academic Press titles in the Freedom Collection as defined in Section 10.5.3 "Continued Access to Subscribed Material".

3) Freedom Collection Excluded Titles: The Publisher journal titles published since 1 January 1995 that are excluded from the Freedom Collection herein (except the Cell Press and Academic Press Collection titles) set forth in the Included/Excluded Journal Title List, attached (filename: CRKN-Elsevier\_2021-2023\_Title List\_2021-03-22.xlsx), as may be updated annually with the changes effective as of 1 January of the following calendar year of the term of the Agreement.

In the event that a Freedom Collection Excluded Title previously excluded from the Freedom Collection has been added to the Freedom Collection, the Consortium will have the option to substitute the title with one or more journal titles of total comparable value (in current year list price) that are excluded from the Freedom Collection once annually upon notice to the Publisher by 31 January.

#### **ACCESS METHOD**

Unlimited use of the Licensed Materials on the Publisher's Platform via the World Wide Web.

User authentication mechanisms supported are:

IP addresses/ranges  
Shibboleth

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

FOR THE PUBLISHER: **ELSEVIER B.V.**



Date: 3/24/2021

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**LEDGE NETWORK**

Date: March 23, 2021

**SCHEDULE 2****FEE**

A schedule dated January 1, 2021 to the Agreement between **ELSEVIER B.V.** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

All fees in US dollars.

**TOTAL FEE 2021-2023: \$95,523,737.93**

	<b>2021 USD</b>	<b>2022 USD</b>	<b>2023 USD</b>
<b>ScienceDirect® online – Elsevier B.V.</b>			
• Subscribed Titles Fee	\$26,390,460.51	\$26,390,460.51	\$26,918,269.72
• Freedom Collection Fee	\$4,883,382.71	\$4,883,382.71	\$4,981,050.36
• Freedom Collection Excluded Titles Fee	\$356,533.60	\$356,533.60	\$363,664.27
<b>TOTAL FEES</b>	<b>\$31,630,376.82</b>	<b>\$31,630,376.82</b>	<b>\$32,262,984.30</b>

For reference purposes, the Fees incurred per Member are as set out on the attached Schedule 2 (filename: CRKN-Elsevier\_2021-2023\_Schedule2\_2021-03-22.xlsx)

**ADJUSTMENT OF FEE**

The Fee for the Subscribed Titles shall be subject to an adjustment to account for any titles added to or removed from the Subscribed Titles during the remainder of the term of this Agreement.

**PAYMENT SCHEDULE**

Subject to clause 9.3 above, the Consortium shall pay the Fee within sixty (60) days of execution of this Agreement. Thereafter, the Consortium shall pay to the Publisher the annual Fees set forth above on or before January 15 of each applicable calendar year.

**DEEP DISCOUNTED PRICE FOR PRINT SUBSCRIPTIONS OPTION**

A Member shall have the option to place orders for annual subscriptions to a selection of Publisher print publications at a 75% discount off the list price or at personal subscription price, whichever is higher ("Deep Discounted Price" or "DDP"), as identified in the Deep Discounted Price catalog, from the Publisher directly or an authorized subscription agent, which shall be selected by the Member, and the Publisher will fulfill such orders in accordance with its customary practices. The Member will not place orders for such DDP subscriptions on behalf of any other person or entity or with the intent to resell, rent, license, lease or otherwise transfer them to another person or entity.

**OPTION TO SUBSTITUTE SUBSCRIBED TITLES**

A Member may substitute any of its Subscribed Titles (except those in the Academic Press Collection) with one or more journal titles of total comparable value (in current year list price) once annually in years two (2) and three (3) of the Agreement upon notice to Publisher by 1 July prior to the start of the next calendar year or at any time upon mutual agreement of the parties in writing, provided that the total value of the Member's Subscribed Titles does not decrease by more than 0.20% in year two (2) or 0.20% in year three (3) of the Agreement, or 0.40% during the entire term of the Agreement.

**FREEDOM COLLECTION EXCLUDED TITLES OPTION**

The Consortium shall have the option to purchase access during the term of the Agreement to the Publisher journal titles that may be excluded in the future from the ScienceDirect® Freedom Collection (except the titles in the Cell Press Collection and certain other titles that may become accessible from the Platform) for an additional fee calculated based upon a rate of ten (10) times the list price of such title with a discount of ten (10%) percent.

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

FOR THE PUBLISHER: **ELSEVIER B.V.**



Date: 3/24/2021

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**EDGE NETWORK**

Date: March 23, 2021

### SCHEDULE 3

#### MEMBERS OF THE CONSORTIUM PARTICIPATING IN THE AGREEMENT

A schedule dated January 1, 2021 to the Agreement between **ELSEVIER B.V.** and **CANADIAN RESEARCH KNOWLEDGE NETWORK.**

##### **Atlantic Region (12):**

Acadia University  
Cape Breton University  
Dalhousie University  
Memorial University of Newfoundland  
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 (18):**

Bishop's University  
Concordia University  
École Polytechnique de Montréal  
HEC Montréal  
McGill University  
Université de Montréal  
Université de Sherbrooke  
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 (18):**

Algoma University  
Brock University  
Carleton University  
Lakehead University  
McMaster University  
Nipissing University  
Queen's University  
Ryerson University  
Trent University  
University of Guelph  
University of Ontario Institute of Technology

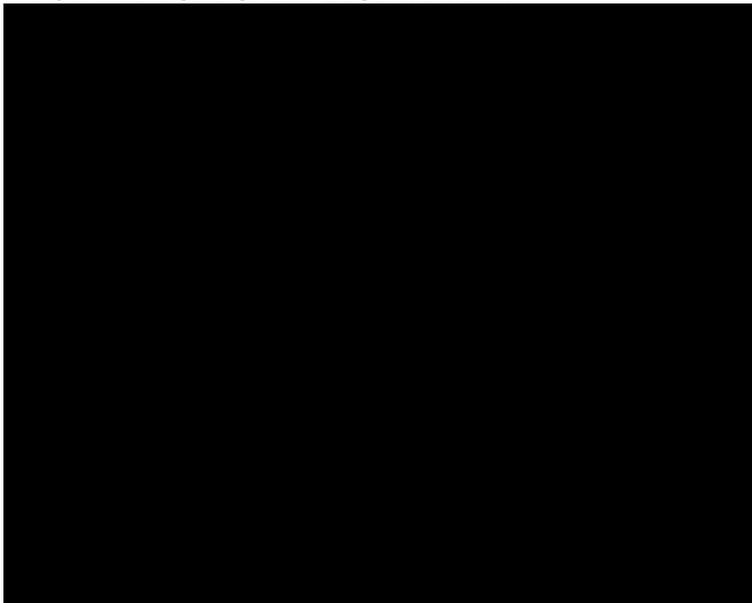
University of Ottawa  
University of Toronto  
University of Waterloo  
University of Windsor  
Western University  
Wilfrid Laurier University  
York University

**Western Region (22):**

Athabasca University  
Brandon University  
Concordia University of Edmonton  
Kwantlen Polytechnic University  
Mount Royal University  
Royal Roads University  
Simon Fraser University  
The King's 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 Saskatchewan  
University of the Fraser Valley  
University of Victoria  
University of Winnipeg  
Vancouver Island University

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

FOR THE PUBLISHER: **ELSEVIER B.V.**



Date: 3/24/2021

**EDGE NETWORK**

Date: March 23, 2021

**SCHEDULE 4**

**IP ADDRESSES OF THE MEMBERS PARTICIPATING IN THE AGREEMENT**

A schedule dated January 1, 2021 to the Agreement between **ELSEVIER B.V.** and **CANADIAN RESEARCH KNOWLEDGE NETWORK.**

See spreadsheet attached (filename: CRKN-Elsevier\_2021-2023\_Schedule4\_2021-03-22.xlsx)

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

FOR THE PUBLISHER: **ELSEVIER B.V.**



Date: 3/24/2021

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**DGE NETWORK**

Date: March 23, 2021

**SCHEDULE 5**

**USAGE DATA AND REPORTING REQUIREMENTS**

A schedule that expands on Section 6.13 [Collection of Usage Data] dated January 1, 2021 to the Agreement between **ELSEVIER B.V.** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

- Usage reporting frequency: Monthly
- Distribution of usage data: To each Member and to the Consortium
- Level of reporting: Sessions, usage per title (table of contents, abstracts, references and full-text), searches. The Consortium's administrator may access monthly reports on the collective use of the Licensed Materials by all Members.
- Exportable to applications: Excel spreadsheets accessible from the Usage Reports website at <http://usagereports.elsevier.com>

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

FOR THE PUBLISHER: **ELSEVIER B.V.**



Date: 3/24/2021

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**EDGE NETWORK**

Date: March 23, 2021

## SCHEDULE 6

### OPEN ACCESS OPTION

A schedule dated January 1, 2021 to the Agreement between **ELSEVIER B.V.** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

This Schedule 6 sets forth the terms of the open access pilot program (“Pilot”) between the Members and the Publisher, as further described below.

#### 1. Background

- a. Corresponding authors affiliated with a Member shall be referred to as “Corresponding Author(s)”.
- b. For a period beginning 1 January 2021 until and including 31 December 2023, Corresponding Authors are granted the right, as part of the Pilot, to publish articles open access in Elsevier owned and Elsevier published (e.g. society) core hybrid journals and fully gold journals (“Eligible Journals”), subject to the terms of this Schedule 6. Core titles do not include Cell Press and The Lancet.
- c. In certain limited cases the Eligible Journals may be subject to change, for example where the Publisher launches new fully gold open access journals that will be eligible for the Pilot or where titles transfer to another publisher and will no longer be eligible.

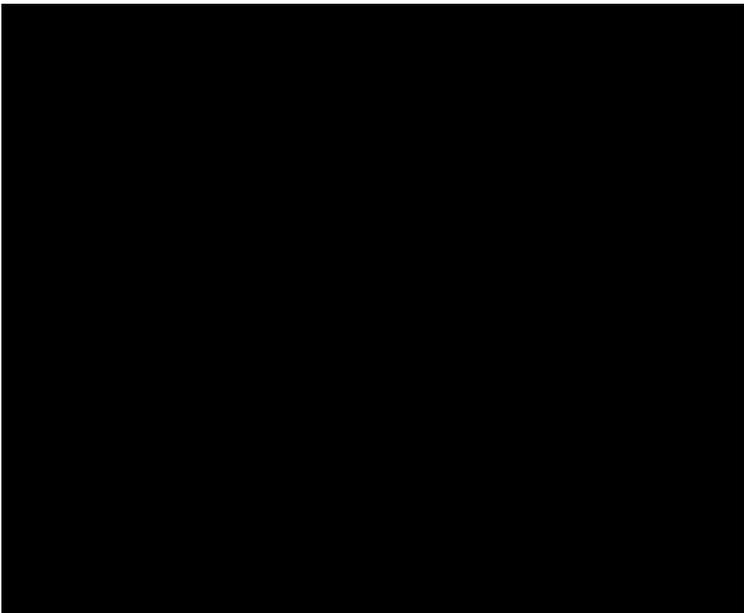
#### 2. Gold Open Access Option

- a. The Publisher’s publishing workflow uses the submission date to determine the eligibility of an article for the Pilot. In order to benefit from any of the commercial arrangements mentioned herein, articles must be submitted by Corresponding Authors in the period beginning 1 January 2021 until and including 31 December 2023.
- b. In the Publisher’s journal workflow, the Corresponding Author will specify their affiliation and the relevant research funding source(s). Based on this data, the Publisher will provide the Corresponding Author with the relevant publishing options. For the purposes of eligibility, the Corresponding Author is the single author who manages the publication process for an article from submission to post acceptance and corresponds with the Publisher on the same.
- c. If accepted for publication in an Eligible Journal, Corresponding Authors may publish an article open access subject to a discount on the article publishing charge (“APC”) of 20% (twenty percent) based on the then current list price set forth at <https://www.elsevier.com/books-and-journals/journal-pricing/apc-pricelist>.
- d. In the event a Corresponding Author has chosen the gold open access option, the journal article, if accepted for publication in an Eligible Journal, shall be published under either a CC BY or CC BY-NC-ND license as determined by the submitting Corresponding Author, subject to the conditions and process set forth herein.
- e. The Publisher’s Open Access Platform (“EOA Platform”) requires the Members to make reasonable efforts to accurately validate that the relevant Corresponding Author is affiliated with a Member, and will provide the Members with the available relevant details including Corresponding Author name and e-mail address, DOI, article title, article type, journal title, research funding, submission and acceptance date of the article and the APC.

- f. The Members are responsible for informing Corresponding Authors that they are required to identify themselves as being a Corresponding Author in the Publisher's journal workflow in order to benefit from the commercial arrangements under the Pilot. The Member will have access to the EOA Platform in order to validate a Corresponding Author's eligibility within 15 working days after a Corresponding Author has selected the open access option in Elsevier's journal workflow.
- g. The Corresponding Author is responsible for the payment of the APC. On validation by the Member, the Publisher will, subject to the payment terms of the Agreement, send the invoice with a reduced APC value to the address indicated by, and in the name of, the Corresponding Author.
- h. In the event that the Member does not validate the eligibility of an author or does not complete the eligibility validation within 15 working days after an author has selected the open access option in Elsevier's journal workflow, the relevant Corresponding Author will be invoiced at the then current non-discounted APCs as set out at <https://www.elsevier.com/books-and-journals/journal-pricing/apc-pricelist>. The Publisher will send the invoice to the address provided by the Corresponding Author.
- i. Any articles published under the open access model in journals that are not identified as part of the Pilot will be invoiced at the then current non-discounted APC list price set forth at <https://www.elsevier.com/books-and-journals/journal-pricing/apc-pricelist>.
- j. The Members will have access to monthly reports that include a breakout of all articles (open access and subscription based) published by Corresponding Authors in the Elsevier journals governed by the Agreement. Minimum metadata requirements are: Corresponding Author Name, Corresponding Author Affiliation, Corresponding E-Mail, Funding grant IDs, Date of submission, Date of acceptance, Journal title, ISSN, Article title, Article type, Article APC and discount (if any), Open Access Y/N, DOI, and CC license.

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

FOR THE PUBLISHER: **ELSEVIER B.V.**



Date: 3/24/2021

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**EDGE NETWORK**

Date: March 23, 2021