



Canadian Research
Knowledge Network
Réseau canadien
de documentation
pour la recherche

December 9, 2024

THIS LICENSE AGREEMENT IS MADE AS OF THE 1 DAY OF JANUARY, 2025

BETWEEN

1 THE ROYAL SOCIETY OF CHEMISTRY located at Burlington House, Piccadilly, London, W1J 0BA, UK ("the Licensor")

and

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

WHEREAS the Licensor holds or administers the rights granted under this License Agreement,

AND WHEREAS the Licensor desires to grant to Licensee and Members of the Consortium the license to use such rights for the Fee, subject to the terms and conditions of this License Agreement,

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

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

Accessible Formats

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

Article Processing Charge

The Licensor's charge for publishing services rendered in connection with publishing in Open Access.

Authorized Users

All current students, staff and faculty of a Member (whether full or part-time, permanent, temporary, contract or visiting appointments), and alumni of a Member who are not employed by another institution or company that would be a potential client of Publisher for Licensed Materials, regardless of the physical location of such persons. For the avoidance of doubt, Authorized Users include those persons who are granted library user privileges according to the policies of a Member, including but not limited to retired faculty and staff.

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

Bibliographic Reference Management Systems

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

Click-Through License

Terms and conditions relating to Licensed Materials that the Licensor 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 Licensee 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, is deemed to constitute Commercial Use.

Consortium

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

Course Packs

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

Databases

The publications set out in Schedule 1.

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.

e-Books

The electronic books covered under the terms of this License Agreement.

Electronic Learning Environments

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

Electronic Reserve

Electronic copies of Licensed 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.

Eligible Article

An original work, in formats including but not limited to research articles, case reports, brief reports, reviews, or rapid communications, submitted and accepted for Open Access publication (i.e., free and open online), and which may be subject to payment of an Article Processing Charge.

Eligible Corresponding Author

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

Hybrid Open Access Publishing Title

Subscription titles that include open access publication on request, where hybrid publishing rights are granted under this Agreement, as listed in Schedule 1 – Licensed Materials and Access Method (“Schedule 1”).

Gold Open Access Publishing Title

Fully open access titles, where open access publishing rights with a discount or waiver from list Article Processing Charge rates are granted under this Agreement, as listed in Schedule 1.

Knowledge Base

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

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

Open Access Article

An article by an Eligible Corresponding Author that is accessible on the basis of an agreement that it will be freely and openly available online immediately upon publication, generally under an Open Access License.

Open Access License

A Creative Commons license of the Eligible Corresponding Author’s choice. Nothing in this license or in the agreement between the Publisher and the Eligible Corresponding Author may supersede any rights of the author as defined in the Creative Commons license of their choosing.

Open Access Material

Material that is open access (e.g., published Open Access Articles) that forms part of the content of the Licensed Materials and all metadata relating to Licensed Materials. For avoidance of doubt Publisher does assign a licence to its Metadata, but Licensee and Members are allowed to include it in their repositories.

Open Access Repository Services

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

Perpetual Access

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

Platforms

The combined hardware and software used by the Licensor to provide online access to the Licensed Materials. For avoidance of doubt Publisher uses two (2) Platforms: one (1) for Hybrid Open Access Publishing Titles and Gold Open Access Publishing Titles (“Journals Platform”) and one (1) for e-Books (“e-Books Platform”).

Scholarly and Educational Use

Use of the Licensed Materials for the purpose of academic research, scholarship, education, and other related purposes, including extraction and manipulation for the purpose of illustration, explanation, example, comment, criticism, teaching, research, and analysis.

Secure Network

A computer network that incorporates reasonable security measures to only allow access to 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.

Usage Data

Data collected by the Licensor 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 Licensor hereby grants to the Licensee 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, administrative use, and other Scholarly and Educational Uses consistent with the normal practices and activities of the Licensee and the Members, subject to the terms and conditions of this License Agreement. Nothing in this License Agreement shall prevent Authorized Users and Members from carrying out acts – and the Licensor 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 permitted under the Copyright Act of Canada.

2.2 PERPETUAL ACCESS RIGHTS

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

3. PERMITTED USES

3.1 ACCESS AND USE

Members and Authorized Users may access and use the Licensed Materials in a manner that respects and adheres to the Creative Commons license selected by the Eligible Corresponding Author. Members and Authorized Users may access and use the Licensed Materials via Secure Networks in order to search, retrieve, download, display, print, save, and view the Licensed Materials.

The provisions of this Licence are without limitation to the rights of the Member or Authorized Users to do any act permitted under the Copyright Act (R.S.C., 1985, C-42), including Fair Dealing, or permitted under any CC-BY or other open access licence applicable to the Licensed Material or otherwise which, apart from the rights granted under this Licence, would not infringe the intellectual property rights in the Licensed Material and, notwithstanding any provision of this Licence, the Member and Authorized Users shall remain entitled to do any such acts.

3.2 PERSISTENT LINKS

Members may create persistent links to Licensed Materials for access by Authorized Users from within Secure Networks.

3.3 INTERLIBRARY LOAN

Members may provide to a library of a non-Member or directly to a patron of a non-Member, by paper or electronic means, a single copy of an individual document being part of the Licensed Materials, within the guidelines of traditional interlibrary loan practices and applicable copyright laws.

3.4 SCHOLARLY SHARING

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

3.5 ACADEMIC RESEARCH AND TEACHING

Members and Authorized users may (a.) incorporate parts of the Licensed Materials in printed or electronic form in assignments, portfolios, theses, dissertations, teaching, conference presentations, and lectures, with appropriate credit; (b.) make full use, with appropriate credit, of the Licensed Materials in research and publications for personal, scholarly, educational, or professional use; and (c.) store a single copy of an individual document being part of the Licensed Materials, including within secure personal Bibliographic Reference Management Systems. 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 distribute single copies of individual articles or items of the Licensed Materials in print or electronic form to Authorized Users. For the avoidance of doubt, classroom handouts shall include the distribution of a copy for teaching purposes to all individual student Authorized Users in a class at a Member.

3.9 TEXT AND DATA MINING

Members and Authorized Users may apply automated tools and processes to the Licensed Materials for the purposes of textual analysis and visual mapping of textual and/or statistical relationships within the context of scholarship, research, and other educational purposes.

Members and Authorized Users may make the results available for use by others, so long as the purpose is not to create a product for use by third parties that would substitute for the Licensed Materials.

Licensor will cooperate with Licensee, Members, and Authorized Users as reasonably necessary in making the Licensed Materials available in a manner and form most useful to the Authorized User. If Licensee, Member, or Authorized User request the Licensor to deliver or otherwise prepare copies of the Licensed Materials for Text and Data Mining purposes, any fees charged by the Licensor shall be solely for preparing and delivering such copies on a time and materials basis. If Licensee, Member, or Authorized User requests to carry out text and data mining via the Platform the Licensee, Member, or Authorized User should provide thirty (30) days' notice and information about when they would like to carry out the process.

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

Licensee, Members, and Authorized Users shall not remove, obscure or alter in any way the authors' names or the Licensor'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 clause 3.9 [Text and Data Mining], Licensee, 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. For avoidance of doubt neither Members nor Authorized Users may use automated tools and processes for Text and Data Mining which may affect the performance of the Platforms for other users of the Licensed Materials.

4.3 PUBLIC REDISTRIBUTION

Except as permitted in section 3 [Permitted Uses], Licensee, Members, and Authorized Users may not re-distribute, reproduce or transmit to anyone other than Authorized Users 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.

4.4 COMMERCIAL USE

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

4.5 MODIFYING WORKS

Licensee, Members, and Authorized Users may not abridge, modify, translate, or adapt works in order to publish, distribute or make available the Licensed Materials, other than as permitted in this License Agreement.

5. WARRANTIES, INDEMNITIES AND LIMITATION OF LIABILITY

5.1 LICENSOR REPRESENTATIONS

Licensor warrants that: (a.) it has the right to license the rights granted under this License Agreement to use the Licensed Materials; (b.) as far as it is aware it has obtained any and all necessary permissions from third parties to license the Licensed Materials; (c.) as far as it is aware use of the Licensed Materials by Authorized Users in

accordance with the terms of this License Agreement shall not infringe the copyright or any other intellectual property rights of any third party; and (d.) all services and activities of the Licensor under this License Agreement will be conducted in accordance with industry standards.

5.2 LICENSEE REPRESENTATIONS

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

5.3 LIMITATIONS ON WARRANTIES

Except as expressly provided in this License Agreement, the Licensor 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'.

Licensor 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 License 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 License 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 License Agreement for any reason. In the case of Licensee being the indemnified party, this indemnity shall not apply to any specific Licensed Materials if Licensee or any of its Members has amended the Licensed Materials in any way not permitted by this License Agreement and such amendment is material to the third-party claim. No limitation of liability set forth elsewhere in this License Agreement is applicable to this indemnification.

5.5 LIMITATIONS ON CLAIMS

Irrespective of the cause or form of action, the aggregate liability of a party for any claims, losses, or damages arising out of any breach of this License Agreement by such party shall in no circumstances exceed the amount of the Fee paid by the Licensee to the Licensor under this License Agreement in respect of the annual term of this License 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. LICENSOR'S PERFORMANCE OBLIGATIONS

6.1 AVAILABILITY OF LICENSED MATERIALS

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

The Licensor shall provide sufficient information to the Licensee and Members to enable Authorized Users to access the Licensed Materials.

6.2 COMPLETENESS OF CONTENT

The content of the Licensed Materials shall not contain less material than in any equivalent print editions, where applicable. Any exceptions shall be identified in Schedule 1.

6.3 ACCESSIBLE FORMATS

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

6.4 SIMULTANEOUS ACCESS

Licensor shall make available the Licensed Materials simultaneously with, or previous to, the publication of any print version. In the event that, for any reason, simultaneous access is not possible, each exception shall be identified in Schedule 1, together with such reasons.

6.5 TITLE LISTS

Licensor shall provide to the Licensee before December 31 of each year within the subscription period, in KBART-compliant format as appropriate, an itemized title list 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 Licensor shall provide separate lists for each option. Licensor shall provide such title lists to third-party vendors of Knowledge Bases on an ongoing and timely basis.

6.6 DISCOVERY SERVICES

Licensor shall provide third-party vendors of Discovery Services, on an ongoing and timely basis, with as comprehensive content for indexing as possible, including citation metadata (including subject headings and keywords), abstracts, and full-text, to facilitate optimal discovery of the Licensed Materials for the benefit of Authorized Users.

6.7 CAPACITY

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

6.8 INTEROPERABILITY

Licensor shall 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 Platforms 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 Platforms and be able to access, retrieve and display the Licensed Materials.

6.9 SERVICE INTERRUPTION

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

The Licensor 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 Platforms, the installation or testing of software, the loading of additional Licensed Materials as they become available, and downtime related to the failure of equipment or services.

If the Licensed Materials fail to operate in conformity with the terms of this License Agreement, Licensee shall immediately notify Licensor, and Licensor shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. In the event that Licensor fails to repair the nonconformity in a reasonable time, Licensor shall (subject to agreement by the Licensee, but without limiting any other remedies available to the Licensee under this Agreement):

- provide an additional discount or credit equivalent to the amount of the excessive downtime to the product on the next renewal; or
- extend the license term by an amount of time equal to the nonconformity; or
- provide a refund of the Fee corresponding to the amount of downtime.

6.10 TRAINING AND SUPPORT

Licensor shall offer support to the Licensee and each of the Members, including assisting with obtaining access to the Licensed Materials. Licensor will offer reasonable levels of continuing support to assist Licensee and Members in use of the Licensed Materials. Licensor will, at a minimum, make its personnel available by email, telephone or via the Web, or in person during Licensor's regular business hours, Monday through Friday, for training and user access support.

6.11 BRANDING

Licensor will provide to each Member the option to brand the Licensor's Platform with the name of the Member. For avoidance of doubt Licensor is unable at present to allow Members to include a logo in their branding on the Platforms.

6.12 MODIFICATION OF LICENSED MATERIALS

Licensor shall give a sixty (60) day written notice to the Licensee of any anticipated modifications to Licensed Materials and Platform(s), specifying the item or items to be modified. Failure by Licensor to provide such reasonable notice shall be grounds for immediate termination of this License Agreement by Licensee. If, in the reasonable opinion of the Licensee, any such modification renders the Licensed Materials substantially less useful in a material respect to the Members or its Authorized Users, Licensee may seek to terminate this License Agreement for breach pursuant to the termination provisions in section 10 [Term, Renewal, and Termination].

6.12.1 MIGRATION TO OTHER FORMATS

Licensee understands that, from time to time, the Licensed Materials may migrate to, or be available in, other formats. If Licensor develops new delivery or download methods during the term of this License Agreement, this service shall be made available to Members and Authorized Users at no additional charge. Licensor will provide content in all available formats, including any newly-developed and available delivery formats, during the term of this License Agreement, for no additional fee. Licensor will ensure the content and metadata provided complies with the then-current recognized international standards.

6.12.2 WITHDRAWAL OF MATERIALS

Subject to clause 6.12.3 [Transfer of Ownership of Licensed Materials], Licensor 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 Licensor has been unable to meet the requirements of clause 5.1 [Licensor Representations], or any item or part of an item for which Licensor has reasonable grounds to suspect infringement of copyright or defamation. If the withdrawn material represents more than five per cent (5%) of the Licensed Materials then available under this License Agreement, Licensor shall make a pro rata refund of part of the Fee to Licensee, taking into account the amount of material withdrawn and the remaining unexpired portion of the subscription period as outlined in Schedule 1. If any Licensed Materials are permanently removed from Licensor's Platform, Licensor shall make a permanent note or mark indicating that such Licensed Materials were removed and providing sufficient explanation as to the reasons for its removal. For avoidance of doubt the sixty (60) days written notice does not apply if an item or items are modified or withdrawn as the result of copyright infringement or defamation. In these cases Licensor shall give written notice to Licensee and Members of such withdrawal as soon as reasonable practicable.

6.12.3 TRANSFER OF OWNERSHIP OF LICENSED MATERIALS

If Licensor sells or otherwise transfers all or any part of the Licensed Materials, Licensor will take such steps as are necessary to ensure that Licensee's and the Members' rights and access to such Licensed Materials under this Agreement, including any Perpetual Access rights, are maintained and continue uninterrupted by such sale or other transfer. Licensor will use 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

Licensor may offer additions to the Licensed Materials not otherwise identified in Schedule 1 during the term of the License Agreement. Any fees arising from the addition of new materials, not otherwise identified in Schedule 1, shall be the subject of negotiation and Licensor and Licensee 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

Licensor shall collect Usage Data according to the most recent release of the Project COUNTER Code of Practice and specify such reporting in Schedule 5. Such Usage Data shall be compiled in a manner consistent with applicable privacy and data protection laws and as may be agreed between the parties from time to time, and the anonymity of individual users and the confidentiality of their searches shall be fully protected. In the case that the Licensor assigns its rights to another party under clause 11.3 [Assignment and Transfer], the Licensee 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

Licensor shall make available to the Licensee and each Member such Usage Data relating to the Licensee 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.

Licensee and Members are permitted to share Usage Data.

The Licensor shall not disclose or sell to other parties Usage Data about the Licensee, Members, or Authorized Users without the Licensee's and the Members' permission. For avoidance of doubt the Licensor uses a third-party to produce its Usage Data.

6.15 PRIVACY RIGHTS

The Licensor 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 License Agreement.

6.16 OPEN ACCESS OPTION

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

6.17 CLICK-THROUGH LICENSE

In the event that Licensor uses a Click-Through License, Licensor shall provide Licensee with notice of, and an opportunity to comment on, such terms prior to their implementation or revision to ensure consistency with this License Agreement. In the event of any conflict between the terms of such Click-Through Licenses and this License Agreement, the terms of this License Agreement shall prevail and, without limiting the foregoing, the Licensor shall not enforce any provisions of the Click-Through Licenses that conflict with this License Agreement.

6.18 DIGITAL RIGHTS MANAGEMENT TECHNOLOGY

In the event that Licensor utilizes any type of Digital Rights Management Technology to control the access or the usage of Licensed Materials, Licensor agrees to notify Licensee 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 Licensee or any Authorized User as specified in this License Agreement or under applicable law. Any Digital Rights Management Technology shall be applied in compliance with this License Agreement and applicable privacy and data protection laws.

6.19 DIGITAL WATERMARKING TECHNOLOGY

If Licensor utilizes any type of Digital Watermarking Technology for any element of the Licensed Materials, Licensor agrees that watermarks or other notices will not be visible to the human eye and will not degrade the quality of the presentation of the document. These watermarks or other notices shall not contain information pertaining to Authorized Users, including account numbers or IP addresses. 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 fully protected. If watermarks or other notices are used, Licensor agrees to notify Licensee of any technical specifications.

6.20 MARC RECORDS

When applicable to the Licensed Materials, Licensor shall provide full OCLC-quality batched sets of MARC records at no additional cost by the date of the execution of this License 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 Licensee and Members. For avoidance of doubt Publisher only supplies MARC records for e-Books.

6.21 PRESERVATION OF LICENSED MATERIALS

Licensor will make available a digital archive of the Licensed Materials and associated metadata on its servers, and with at least one of the following third-party archiving services: Portico, CLOCKSS, LOCKSS, Scholars Portal, or another mutually agreed-upon archiving service, and inform the Licensee on which of the archiving services the archive may be found. The archive will be maintained in perpetuity, with its format converted from time to time as appropriate if the technology used for storage or access changes. If the Licensor is unable to continue to provide Perpetual Access from its servers, the Licensee is entitled to access the archive from the third-party archiving service to fulfill Clauses 2.2 [Perpetual Access Rights] and 10.5.3 [Continued Access to Licensed Materials].

6.22 PERSISTENT LINKS

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

6.23 RIGHT TO DEPOSIT

In respect of any Licensed Material of which the author is affiliated with a Member, the Licensor will allow such author to archive or deposit a post-print, peer-reviewed version of such Licensed Material as accepted for publication in institutional, subject-based, national, or other Open Access Repository Services or archives subject to a twelve (12) month embargo for non-Open Access Articles.

7. LICENSEE'S AND MEMBER'S OBLIGATIONS

7.1 NOTICE OF TERMS AND CONDITIONS

Licensee shall inform the Members of the terms and conditions of this License 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 License Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this License 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 Licensee shall provide to the Licensor information sufficient to enable the Licensor to provide access to the Licensed Materials in accordance with its obligations under clause 6.1 [Availability of Licensed Materials]. Should the Members make any significant change to such information, the Licensee shall use reasonable efforts to notify the Licensor in a timely manner.

7.4 PROTECTION FROM UNAUTHORIZED USE

Members shall make reasonable efforts to limit access to the Licensed Materials to Authorized Users, and to protect the Licensed Materials from unauthorized use. Neither the Licensee nor the Members are liable to the Licensor in respect of any such unauthorized use so long as such reasonable efforts were made.

8. MUTUAL OBLIGATIONS

8.1 NOTICE OF UNAUTHORIZED USE

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

The Licensor reserves the right to temporarily suspend any Member's access to Licensed Materials for infringement of the Licensor's intellectual property rights in the Licensed Materials or for a breach of the terms of this License Agreement that threatens either the performance or security of the Platform. Forthwith, after suspending such access the Licensor shall issue a notice to the Member and the Licensee of the breach, specifying the activity of the Member that caused the breach. The Licensor shall forthwith restore access to the Member upon receipt of notice that such activity has ceased and that the Member has made reasonable efforts to protect against recurrence of such activity.

8.2 LOCAL LOADING AND LOCAL/ALTERNATE HOSTING

Licensor agrees to negotiate in good faith a separate agreement with a Member or a duly authorized representative (e.g. a consortium acting on behalf of the Member) at any point in the term of this License Agreement, for perpetual local loading and alternate hosting of the Licensed Materials on the Member's server or a third-party server, as designated by the Member. For avoidance of doubt Members shall not be able to load the Databases locally.

9. FEE

9.1 FEE SCHEDULE

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

9.2 FEE ADJUSTMENTS

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

9.3 INVOICES

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

10. TERM, RENEWAL, AND TERMINATION

10.1 AGREEMENT TERM

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

10.2 EARLY TERMINATION

10.2.1 EARLY TERMINATION FOR PAYMENT DEFAULT

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

10.2.2 EARLY TERMINATION FOR BREACH

Either Licensor or Licensee may terminate this Agreement by notice to the other party if such other party commits a material or persistent breach of any term of this License Agreement and fails to remedy the breach within 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, by 31st October 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 PDF versions of 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 ninety (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 agreed between 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 party shall be deemed to be in breach of this License Agreement by reason of any delay in performing, or any failure to perform, any of its respective obligations in relation to this agreement, if the delay or failure was due to any cause beyond its reasonable control including, but not limited to, acts of God, explosions, epidemic or pandemic, nuclear contamination, floods, fire or accident, war or threat of war, sabotage, civil disturbance, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes or industrial actions or trade disputes (whether involving employees of either party or of a third party), power, telecommunications or Internet failures or damages to or destruction of any network facilities ("Force Majeure").

If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this License Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

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 in 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.

Licensor agrees to set the default publication option as open access for Eligible Articles upon confirming identity of Eligible Corresponding Author.

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.

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: **THE ROYAL SOCIETY OF CHEMISTRY**

Signature:  _____ Date: 12/12/2024 | 8:39 AM GMT

Name (in block capitals): PAUL LEWIS

Position / Title: CHIEF OPERATING OFFICER

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

Signature:  _____ Date: December 17, 2024

Name (in block capitals): CLARE APPAVOO

Position / Title: EXECUTIVE DIRECTOR

SCHEDULE 1

LICENSED MATERIALS AND ACCESS METHOD

A schedule dated January 1, 2025 to the License Agreement January 1, 2025 between **THE ROYAL SOCIETY OF CHEMISTRY** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

THE LICENSED MATERIALS

1. Journals

The Licensed Materials are the Royal Society of Chemistry's hybrid and Gold OA journals and Databases, as set out on the attached spreadsheet (filename: CRKN-RSC_2025-2027_Schedule1_Gold_2024-12-09.xlsx).

Members shall have access to the electronic versions of any new journals launched by the Publisher during the term of this Agreement (2025-2027).

2. eBooks

The Licensed Materials are the Royal Society of Chemistry's eBook Collections for 2025, 2026, 2027, and are purchased by the specified Members in Schedule 3 – Members of the Consortium Participating in the Agreement.

The prospective 2025 collection is as set out on the attached spreadsheet (filename: CRKN-RSC_2025-2027_Schedule1_E-Books_2024-12-09.xlsx) and includes any additional books added to the collection during 2025. The Publisher commits that a minimum of 70 books will be included in the 2025 collection.

The Publisher commits that a minimum of 70 and 75 books will be included in each of the forthcoming collections 2026 and 2027, respectively.

License Agreement Start Date: January 1, 2025

License Agreement End Date: December 31, 2027

ACCESS METHOD

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

User authentication mechanisms supported are:

IP addresses / ranges

Shibboleth access via Canadian Access (CANARIE) Federation.

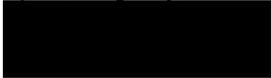
PERPETUAL ACCESS

Members are permitted perpetual access to the Licensed Material as specified in 10.5.3 on the Platform without additional maintenance or hosting fees. Perpetual access rights are granted to the Members for all Licensed Materials for the years to which they subscribed. For the avoidance of doubt, perpetual start and end dates are outlined in the following document: CRKN-RSC_2025-2027_Schedule1_Gold_2024-12-09.hxlxs

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

FOR THE LICENSOR: **THE ROYAL SOCIETY OF CHEMISTRY**

DocuSigned by:

Signature:  _____

Date: 12/12/2024 | 8:39 AM GMT

Name (in block capitals): PAUL LEWIS

Position / Title: CHIEF OPERATING OFFICER

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

Signature:  _____

Date: December 17, 2024

Name (in block capitals): CLARE APPAVOO

Position / Title: EXECUTIVE DIRECTOR

SCHEDULE 2**FEE**

A schedule dated January 1, 2025 to the License Agreement January 1, 2025 between **THE ROYAL SOCIETY OF CHEMISTRY** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

All fees in in British Pounds and exclusive of all taxes.

TOTAL FEE**2025**

Gold Journals	£692,230.27
<u>Ebooks</u>	<u>£49,092.67</u>
Total	£741,322.94

2026

Gold Journals	£706,074.88
<u>Ebooks</u>	<u>£31,672.69</u>
Total	£737,749.57

2027

Gold Journals	£720,196.38
<u>Ebooks</u>	<u>£31,672.69</u>
Total	£751,869.07

TOTAL 2025-2027: £2,230,941.58

PAYMENT SCHEDULE**Payable upon execution of the License Agreement (net 60 days):**

License period January 1, 2025 – December 31, 2025

2025 TOTAL: £741,322.94

Payable by December 31, 2025

License period January 1, 2026 – December 31, 2026

2026 TOTAL: £737,749.57

Payable by December 31, 2026

License period January 1, 2027 – December 31, 2027

2024 TOTAL: £751,869.07

See spreadsheet attached (filename: CRKN-RSC_2025-2027_Schedule2_2024-12-09.xlsx)

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

FOR THE LICENSOR: **THE ROYAL SOCIETY OF CHEMISTRY**

Signature:  _____ Date: 12/12/2024 | 8:39 AM GMT

Name (in block capitals): PAUL LEWIS

Position / Title: CHIEF OPERATING OFFICER

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

Signature:  _____ Date: December 17, 2024

Name (in block capitals): CLARE APPAVOO

Position / Title: Executive Director

SCHEDULE 3

MEMBERS OF THE CONSORTIUM PARTICIPATING IN THE LICENSE AGREEMENT

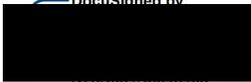
A schedule dated January 1, 2025 to the License Agreement January 1, 2025 between **THE ROYAL SOCIETY OF CHEMISTRY** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

	Gold Journals	2025 E-Books	2026 E-Books	2027 E-Books
Atlantic Region (10):				
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	✓			
University of New Brunswick	✓			
University of Prince Edward Island	✓			
Québec (11):				
Bishop's University	✓			
Concordia University	✓			
École Polytechnique de Montréal	✓			
McGill University	✓	✓	✓	✓
Université de Montréal	✓			
Université de Sherbrooke	✓			
École de technologie supérieure	✓			
Institut national de la recherche scientifique	✓			
Université du Québec à Rimouski	✓			
Université du Québec à Trois Rivières	✓			
Université Laval	✓	✓		
Ontario (16):				
Brock University	✓			
Carleton University	✓			
Lakehead University	✓			
McMaster University	✓			
Queen's University	✓			
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 (17):				
Athabasca University	✓			
MacEwan 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	✓			

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

FOR THE LICENSOR: **THE ROYAL SOCIETY OF CHEMISTRY**

DocuSigned by: 
 Signatu _____ Date: 12/12/2024 | 8:39 AM GMT

Name (in block capitals): PAUL LEWIS
 Position / Title: CHIEF OPERATING OFFICER

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


 Signature: _____ Date: December 17, 2024

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 1, 2025 to the License Agreement January 1, 2025 between **THE ROYAL SOCIETY OF CHEMISTRY** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

See spreadsheet attached (filename: CRKN-RSC_2025-2027_Schedule4_2024-12-09.xlsx)

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

FOR THE LICENSOR: **THE ROYAL SOCIETY OF CHEMISTRY**

Signature:  _____ Date: 12/12/2024 | 8:39 AM GMT

Name (in block capitals): PAUL LEWIS

Position / Title: CHIEF OPERATING OFFICER

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

Signature:  _____ Date: December 17, 2024

Name (in block capitals): CLARE APPAVOO

Position / Title: Executive Director

SCHEDULE 5

USAGE DATA AND REPORTING REQUIREMENTS

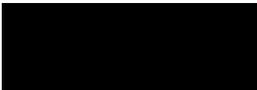
A schedule dated January 1, 2025 to the License Agreement January 1, 2025 between **THE ROYAL SOCIETY OF CHEMISTRY** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

Usage reporting frequency: Monthly
Currency of data: Previous month
Distribution of usage data: MPS Insight
Level of reporting: Counter 5 reports and moving to Counter 5.1.
Exportable to applications: SUSHI
Customized: No

For avoidance of doubt usage statistics are not available for the Database *Chemistry World*.

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

FOR THE LICENSOR: **THE ROYAL SOCIETY OF CHEMISTRY**

Signature  _____

Date: 12/12/2024 | 8:39 AM GMT

Name (in block capitals): PAUL LEWIS

Position / Title: CHIEF OPERATING OFFICER

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

Signature:  _____

Date: December 17, 2024

Name (in block capitals): CLARE APPAVOO

Position / Title: Executive Director

SCHEDULE 6

OPEN ACCESS MATERIAL WORKFLOWS AND SERVICES

A schedule dated January 1, 2025 to the License Agreement January 1, 2025 between **THE ROYAL SOCIETY OF CHEMISTRY** and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

1 Article Submission Process

- a. Licensor uses ScholarOne as its journal article submission system. To do this the submitting author should go to the homepage of the relevant journal's homepage and click on the 'Submit your article' button. This will bring up the ScholarOne log in page. The submitting author needs to follow the instructions for submitting the article. To ensure that the article is published as an open access article without paying a Article Processing Charge the submitting author needs to be identified as an Eligible Corresponding Author as specified in Clause 2 below and the relevant Funder information needs to be given.

2 Eligible Corresponding Author identification

- a. During the submission of the article, the submitting author is responsible for correctly identifying the institutional affiliation of all authors, to identify the corresponding author and to provide institutional email addresses.

Licensor will 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 or Member to identify author and to convert the article to open access retroactively, if required. Retroactive open access conversion will be provided by the Licensor with no additional fees resulting for Eligible Authors, Members, or the Consortium.
- c. If the Eligible Corresponding Author was not identified as eligible due to 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 Eligible Corresponding Author after the acceptance of the article manuscript, via email domain and automatically approve validation of the Eligible Corresponding Author's article manuscript for open access publishing.
 - ii. Inform Eligible Corresponding Author of APC-free open access publishing upon confirming identity and eligibility via its licensing system OAAP.
 - iii. Provide Licensee with a list of the open access journals and their type;
 - iv. Provide reports to the Licensee detailing publishing outputs. Full list of required data is listed below in item 5a;
 - v. Host information relating to the open access publishing opportunities it offers on the publisher's website; and
 - vi. Facilitate eligible retroactive open access publishing.

4 Member Responsibilities

- a. 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.

5 Open Access Reporting

- a. Licensor to provide the following information as a minimum for all open access publication output reports:
 - i. Author Name
 - ii. Author ORCID iD
 - iii. Derived Institution
 - iv. Derived Ringgold_ID
 - v. Resource ID
 - vi. DOI
 - vii. Original Manuscript_ID
 - viii. Original Submission Date
 - ix. Final Decision
 - x. Latest Decision Date
 - xi. Article Title
 - xii. Article Type
 - xiii. Author Type
 - xiv. Journal Name
 - xv. Journal Type (Hybrid or Gold OA)
 - xvi. Journal eISSN
 - xvii. Advanced Article Publication Date
 - xviii. eIssue Article Publication Date
 - xix. OA Status
 - xx. OA Payment Type
 - xxi. OA Voucher Type
 - xxii. OA Licence Type
 - xxiii. OA Related Ringgold_ID
 - xxiv. OA Related Institution Name
 - xxv. Funder Name
 - xxvi. Related Funder_ID
 - xxvii. Commercial Document Number
 - xxviii. Commercial Document Status
 - xxix. Amount (GBP)
 - xxx. Date Commercial Document Created

6. Provision of Information: Subscribing 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.
- b. Licensor shall ensure that its publishing systems, including communications with authors, in no way obstruct the implementation of this License Agreement and the timely participation of all Eligible Corresponding Authors.

7. Additional Information

- a. For each open access Article, the Licensor assigns the applicable Creative Commons Attribution International Public License (current version available).
- b. 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: **THE ROYAL SOCIETY OF CHEMISTRY**

Signature  _____

Date: 12/12/2024 | 8:39 AM GMT

Name (in block capitals): PAUL LEWIS

Position / Title: CHIEF OPERATING OFFICER

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

Signature:  _____

Date: December 17, 2024

Name (in block capitals): CLARE APPAVOO

Position / Title: Executive Director