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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 [DATE] of each applicable calendar year within the License Agreement, of the non-availability of such funds and the intent to terminate their participation in the License Agreement beginning on January 1st of the forthcoming year.

If a Member executes this option, no refund of payments already received by the Licensor will be owed to the Member. The determination of whether funds are available shall be made in the sole discretion of the applicable Member. The termination of participation by any Member will not constitute a default or a

termination of participation of any other Members under the License Agreement and shall not be grounds for any increase in fees payable by other Members. Upon termination, a Member has the ability to execute their rights under clause 10.5.3 [Continued Access to Licensed Materials].

10.3 RENEWAL OF TERM

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

10.4 EXTENSION OF TERM

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

10.5 TERMINATION

10.5.1 NOTIFICATION OF TERMINATION

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

10.5.2 TERMINATION RIGHTS

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

10.5.3 CONTINUED ACCESS TO LICENSED MATERIALS

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

Licensor shall:

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

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

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

11. GENERAL

11.1 ENTIRE LICENSE AGREEMENT

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

- a.) This License Agreement and all schedules and other documents attached and incorporated by reference.
- b.) The Licensor's response to the Licensee's Request for Proposal dated [DATE].
- c.) The Licensee's Request for Proposal dated [DATE].

11.2 ALTERATIONS

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

11.3 ASSIGNMENT AND TRANSFER

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

11.4 EXECUTION

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

11.5 FORCE MAJEURE

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

11.6 SEVERABILITY

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

11.7 WAIVER OF CONTRACTUAL RIGHT

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

11.8 NOTICES

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

11.9 DISPUTE RESOLUTION

If the parties disagree over an interpretation of this License Agreement or whether a party or a Member is in breach of any part of this License Agreement, the parties and any such Member shall, in good faith, enter into negotiations to

resolve the disagreement and discuss the feasibility of resolving the disagreement by mediation or other means short of litigation. The parties shall cooperate in good faith in pursuing mediation or such other means.

11.10 GOVERNING LAW

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

11.11 VENUE

The Licensor agrees that any action or proceeding instituted by it relating to this License Agreement or its dealings with the Licensee or a Member pursuant to this License Agreement shall be brought in a court of competent jurisdiction in the Province of Ontario, Canada, and for that purpose the Licensor now irrevocably and unconditionally attorns and submits to the jurisdiction of such court. The Licensor further agrees that Licensee may, at its sole discretion, bring any action or proceeding relating to this License Agreement in a court of competent jurisdiction in the Province of Ontario, Canada or in any jurisdiction in which the Licensor is incorporated, registered or resident. In any such event, the Licensor agrees that it will irrevocably waive any right to, and will not, oppose any such action or proceeding on any jurisdictional basis, including forum non conveniens.

12. RIGHTS TO PUBLISH OPEN ACCESS MATERIAL

12.1 OPEN ACCESS PUBLISHING

Licensor agrees to permit Eligible Corresponding Authors to publish Eligible Articles as open access 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: **[NAME]**

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____

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

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____

SCHEDULE 1

LICENSED MATERIALS AND ACCESS METHOD

A schedule dated [DATE] to the License Agreement [DATE] between [LICENSOR NAME] and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

THE LICENSED MATERIALS

[List of Gold and Hybrid titles]

License Agreement Start Date:

License Agreement End Date:

ACCESS METHOD

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

User authentication mechanisms supported are:

PERPETUAL ACCESS

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

FOR THE LICENSOR: [NAME]

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____

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

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____

SCHEDULE 2

FEE

A schedule dated [DATE] to the License Agreement [DATE] between [LICENSOR NAME] and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

All fees in [Canadian/US] dollars.

TOTAL FEE

PAYMENT SCHEDULE

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

FOR THE LICENSOR: **[NAME]**

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____

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

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____

SCHEDULE 3

MEMBERS OF THE CONSORTIUM PARTICIPATING IN THE LICENSE AGREEMENT

A schedule dated [DATE] to the License Agreement [DATE] between [LICENSOR NAME] and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

Atlantic Region ():

Québec ():

Ontario ():

Western Region ():

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

FOR THE LICENSOR: **[NAME]**

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____

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

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____

SCHEDULE 4

IP ADDRESSES OF THE MEMBERS PARTICIPATING IN THE LICENSE AGREEMENT

A schedule dated [DATE] to the License Agreement [DATE] between [LICENSOR NAME] and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

See spreadsheet attached (filename: XX)

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

FOR THE LICENSOR: **[NAME]**

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____

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

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____

SCHEDULE 5

USAGE DATA AND REPORTING REQUIREMENTS

A schedule that expands on clause 6.13 [Collection of Usage Data] dated [DATE] to the License Agreement [DATE] between [LICENSOR NAME] and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

Usage reporting frequency:

Currency of data:

Distribution of usage data:

Level of reporting:

Exportable to applications:

Customized:

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

FOR THE LICENSOR: **[NAME]**

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____

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

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____

SCHEDULE 6

OPEN ACCESS MATERIAL WORKFLOWS AND SERVICES

A schedule dated [DATE] to the License Agreement dated [DATE] between [LICENSOR NAME]. and **CANADIAN RESEARCH KNOWLEDGE NETWORK**.

1 Article Submission Process

a.

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. When entering an institutional affiliation, Licensor provides the author with suggested matches during this process. The author is responsible for selecting the appropriate match.

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

- b. If the author was not identified as eligible due to incomplete, inaccurate, or conflicting affiliation data provided by the submitting author, Licensor will work with the Consortium 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 affiliation, email domain, or ORCID 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.
- 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. a. Licensor to provide the following information as a minimum for all open access publication output reports:
- i. Name of the Eligible Corresponding Author
 - ii. Name of the Member
 - iii. Funder, if provided by author
 - iv. Date of acceptance of accepted article
 - v. Date of publication (once published)
 - vi. Journal title
 - vii. ISSN/E-ISSN
 - viii. Accepted article title
 - ix. Article type
 - x. DOI
 - xi. If the Eligible Corresponding Author has accepted open access publishing or not
 - xii. Open access licence
 - xiii. List price, discount and final prices for articles published in open access

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 agreement and the timely participation of all Eligible Corresponding Authors.

7. Additional Information

- a. For each open access Article, the Licensor shall state the applicable Creative Commons Attribution 4.0 International Public License (current version available at: <https://creativecommons.org/licenses/by/4.0/>). This shall include the information on the Creative Commons licensing terms that apply to each version of the Article and making the relevant Open Access Article, together with the applicable Creative Commons licence, available on the open web without any requirement for authentication in order to obtain access or to download the Article. Each Article shall include any disclaimer or other statements required by the Licensor in compliance with its policies for release on the open web. Licensor shall make any such policies readily and openly accessible on its website, or by other reasonable means to draw them to the attention of authors submitting any Open Access Article.

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

FOR THE LICENSOR: **[NAME]**

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____

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

Signature: _____ Date: _____

Name (in block capitals): _____

Position / Title: _____